

City Council Meeting Notice & Agenda



Tuesday, September 08, 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 and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding: (a) negotiations for the purchase, sale or lease of real property located in the vicinity of Happy Valley Parkway and 91st Avenue pursuant to A.R.S. § 38-431.03.A.7; and (b) negotiations for the potential sale of land and Lease Agreement with Arizona Broadway Theatre pursuant to A.R.S. § 38-431.03.A.7.

Adjournment

Mayor
Cathy Carlat

Willow District
Jon Edwards,
Vice Mayor

Acacia District
Vicki Hunt

Ironwood District
Bill Patena

Mesquite District
Bridget Binsbacher

Palo Verde District
Michael Finn

Pine District
Carlo Leone

Executive Session

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

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

Executive Session Agenda

2. An Executive Session for the purpose of discussion and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding: (a) negotiations for the purchase, sale or lease of real property located in the vicinity of Happy Valley Parkway and 91st Avenue pursuant to A.R.S. § 38-431.03.A.7; and (b) negotiations for the potential sale of land and Lease Agreement with Arizona Broadway Theatre pursuant to A.R.S. § 38-431.03.A.7.

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. Utilities Master Plan

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance— Posting of Colors and Pledge of Allegiance led by Girl Scout Troop 1252

Roll Call

Final Call To Submit Speaker Request Forms

Presentation

4. Certificates of Appointment to the following Board and Commission members who were appointed by Resolution at the August 26, 2015 City Council meeting:
 - Scott Grainger to the Building Board of Appeals;
 - Diane Alfonso to the Citizens Commission on Salaries for Elected Officials and Personnel Board;
 - Charles Bruen to the Library Board; and
 - Sarah Wenrich to the Youth Advisory Board.

Consent Agenda

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Consent

5. **C - Grant, State Grants in Aid, Arizona State Library, Archives and Public Records, Library Materials**

Discussion and possible action to: (a) accept a grant in the amount of \$8,117 to update and expand the non-fiction collection at Sunrise Mountain Library; and (b) approve a budget transfer in the amount of \$8,117 from the Proposed Grant Contingency account to the Books, Periodicals and Subscription Program account.

6. **C - PUBLIC HEARING - Grant, United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant**

PUBLIC HEARING: RE: A grant from the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant to fund supplemental data storage for the Body Worn Camera program.

COUNCIL ACTION: Discussion and possible action to: (a) accept \$22,902 to be used by the Peoria Police Department to fund the supplemental data storage for the Body Worn Camera program; and (b) approve a budget adjustment in the amount of \$22,902 from the Proposed Grants Contingency account to the JAG Award account.

7. **C - Intergovernmental Agreement Renewal, United States Department of Justice, Drug Enforcement Administration**

Discussion and possible action to: (a) authorize the renewal of an Intergovernmental Agreement with the United States Department of Justice, Drug Enforcement Administration to assign an officer to the Drug Enforcement Administration Task Force for a period of not less than two years; and (b) approve a budget amendment in the amount of \$17,548 from the Proposed Grants Contingency account to the Federal Drug Enforcement Administration Intergovernmental Agreement Fund account to provide expenditure authority for overtime.

8. **C - Fiscal Year 2015 Budget Amendments**

Discussion and possible action to approve the Fiscal Year 2015 budget amendments and carryovers.

9. **C - Maintenance Improvement District No. 1184, Sunset Ranch II Parcel J, 99th Avenue and Pinnacle Peak Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2015-82** intention and ordering the formation of proposed Maintenance Improvement District No. 1184, Sunset Ranch II Parcel J, located at 99th Avenue and Pinnacle Peak Road; and adopt **RES. 2015-83** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

10. **C - Street Light Improvement District No. 1109, Sunset Ranch II Parcel J, 99th Avenue and Pinnacle Peak Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2015-84** intention and ordering the formation of proposed Street Light Improvement District No. 1109, Sunset Ranch II Parcel J, located at 99th Avenue and Pinnacle Peak Road; and adopt **RES. 2015-85** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

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

Discussion and possible action to adopt **RES. 2015-100** accepting Deeds and Easements for various Real Property interests acquired by the City.

12. **C - Temporary Construction Easements, Jomax and Dysart Roads**

Discussion and possible action to accept and execute two Temporary Right of Entry and Temporary Construction Easement Agreements to allow construction activities for the trunk line sewer associated with the Trilogy West development.

13. **C - Replat, Fletcher Heights Plaza Lot 6, Fletcher Way and Lake Pleasant Parkway**

Discussion and possible action to approve the Replat of Fletcher Heights Plaza Lot 6, located at Fletcher Way and Lake Pleasant Parkway, subject to stipulations.

Regular Agenda

New Business

14. **R - Intergovernmental Agreement, City of Glendale, Pyramid Peak Water Treatment Plant Expansion**

Discussion and possible action to approve an Intergovernmental Agreement with the City of Glendale for the expansion of the Pyramid Peak Water Treatment Plant.

15. **R - Affiliate Event Funding Requests, Fiscal Year 2016**

Discussion and possible action to authorize the approval of full or partial funding for the following potential affiliate events: (a) Old World Oktoberfest in the amount up to \$11,400; (b) "Take Me Home Huey" Art Sculpture Exhibition in the amount up to \$8,000; (c) Copper Hills 4 Peak Challenge in the amount up to \$3,000; (d) VolkStock Music Festival and VW Car Show in the amount up to \$3,000; and (e) Prickly Pedal on the Maricopa Trail Mountain Bike Ride in the amount up to \$20,000.

Call To The Public (Non-Agenda Items)

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

Reports from City Manager

16. **Council Calendar**

17. **Reports**

A. Police Department Gold Standard Accreditation

**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: 3

Date Prepared: July 20, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager
FROM: William Mattingly, Public Works – Utilities Director
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Utilities Master Plan

Purpose:

In May 2015 the Public Works–Utilities Department completed its Utilities Master Plan. Staff seeks to update Council on key elements of the Utilities Master Plan and provide background information regarding water resources, drought management/planning, and important water resource-related projects provided for in the City’s Capital Improvement Program.

Background/Summary:

The Utilities Master Plan represents a two year effort by numerous departments and external expertise to update the City’s various utility-related master plans. The plan establishes a common planning basis and integrates planning for water, wastewater, reclaimed water and water resources into a single, consolidated document. Integrated planning is important because of the close relationship between potable water supplies, wastewater flows, and reclaimed water.

The Utilities Master Plan will serve as one of the City’s key planning documents for water, wastewater, and reclaimed water infrastructure and resource planning. The Plan provides a roadmap to ensure that the City has resources and infrastructure are in place to serve current and future citizens.

The plan encompasses all aspects of water resources. To that end, staff will expand the discussion to highlight and address related topics, including the City’s diverse water portfolio, drought management and planning, and important Capital Improvement Program projects.

Previous Actions:

There have been no previous actions on this item.

Options:

This is an informational presentation only.

Exhibit(s):

Exhibit 1: Overview Document

Exhibit 2: Integrated Water Utilities Master Plan Executive Summary

Contact Name and Number:

William Mattingly, Public Works – Utilities Director, extension 5151

**Utilities Master Plan,
Water Resources,
and Drought Mitigation
Council Study Session**

September 8, 2015

OVERVIEW

Staff will present the updated Utilities Master Plan, provide a brief overview of the City's Water Resource portfolio and describe the City's Drought Mitigation Strategies.

UTILITIES MASTER PLAN

Background

As a result of many years of thoughtful policy, planning and investment, the City of Peoria has a robust water system and the City is well positioned to meet current and future demands. The delivery of water utility services is continuously evolving and changing. Water supplies in Arizona are affected by state and federal regulations. There are increasing demands for limited water resources which makes it necessary to remain active and informed on current water issues. In addition, water quality regulations affecting the treatment and testing of water are constantly changing.

The City's General Plan includes water quality and water resource elements. One of the key objectives is to "Design, maintain and operate the City's water and wastewater system and capital plants to efficiently provide healthful potable-water and wastewater services to our customers." The General Plan also addresses water supply, water infrastructure and implementation strategies.

The City of Peoria has Water, Wastewater, Reclaimed Water and Water Resource Master Plans which are updated on a five-year cycle. These plans directly support the City's adopted General Plan and outline the strategies and key infrastructure needed to support the utility needs of both current and future residents of the City.

The recently completed Integrated Utility Plan (May 2015) is an in-depth analysis of the City's current position and future needs based on best information available. The Integrated Utility Plan is different than prior analyses in that this plan is the result of simultaneously planning for water, wastewater, reclaimed water, and water resources elements. In the past, these master plans were prepared separately and sequentially. The current master plan integrates all four components of Peoria's utility services into a single, cohesive, comprehensive, and integrated planning document that will serve as a guide into the future. The master plan identifies the infrastructure that is necessary to support future growth.

Water System

The City operates a reliable and redundant water production system which includes three (3) surface water treatment plants and 40 wells.

Water Treatment Plants

The City's Greenway Water Treatment Plant can deliver up to 16 million gallons per day (MGD) of water from the Salt River Project.

Peoria shares capacity (23%) of the Glendale Pyramid Peak Water Treatment Plant which can deliver up to 11 MGD of water to Peoria from the Central Arizona Project.

The City also operates the Quintero Water Treatment Plant which can deliver up to 0.30 MGD of water from the Central Arizona Project.

Wells

The City has a total of 40 potable and non-potable wells, including five (5) SRP wells available for City use. Wells are operated to supplement supply from water treatment plants and to serve the Vistancia service area. Wells are designated as "recovery wells" which pump water using the City's stored groundwater water credits.

Future Infrastructure

The Utilities Master Plan identifies key infrastructure which is needed for growth through build-out, which includes:

- 20 MGD of additional surface water treatment capacity
- Reconditioning existing wells to fully utilize current well capacity
- 27 MGD of additional well capacity in northern Peoria
- 48 MG of additional reservoir storage
- 118 MGD of additional booster pumping capacity
- 231 miles of additional water transmission mains

Wastewater System

The City has four (4) water reclamation facilities. Water reclamation facilities (sewer treatment plants) treat wastewater for beneficial reuse and are vital components of the City's water supply. Reclaimed water can be used directly for non-potable purposes or can be recharged into the ground for future recovery.

Water Reclamation Facilities

The Butler Water Reclamation Facility can treat up to 10 million gallons per day (MGD) of wastewater from the area of the City located south of Beardsley Road. The treated effluent from the facility can be directly delivered for non-potable uses (Pioneer Park, Centennial Plaza) or recharged at the New River Agua Fria Underground Storage Project.

The Beardsley Water Reclamation Facility can treat up to 4 MGD of wastewater from the area of the City located north of Beardsley Road. The treated effluent from the facility is recharged in basins located at the plant site.

The Jomax Water Reclamation Facility can treat up to 2.25 MGD of wastewater from the area of the City located west of the Agua Fria River (Vistancia area). The treated effluent from the facility can be directly delivered for non-potable uses (golf course and turf facilities) or recharged in wells.

The Quintero Water Reclamation Facility can treat up to 0.15 MGD of wastewater from the Quintero development located north of Highway 74. The treated effluent from the facility is intended to be directly delivered for non-potable uses (golf course); however the plant is not currently operating because of low flow conditions. Wastewater from the Quintero development is currently hauled and treated at the Jomax Water Reclamation Facility.

Future Infrastructure

The Utilities Master Plan identifies key infrastructure which is needed for growth through build-out, which includes:

- 15 MGD of increased plant capacity
- 19 additional lift stations
- 127 miles of sewer main interceptors

Reclaimed Water System

Reclaimed water is a valuable and renewable water resource. The City makes beneficial reuse of 100% of wastewater generated in the City. Reclaimed water is recharged into the ground to accumulate long-term water storage credits. Peoria can use these credits to offset annual groundwater (well pumping) use. At present, the City stores more water than it recovers on an annual basis.

In addition to the groundwater storage facilities listed above, the City operates two reclaimed water distribution systems.

The Butler reclaimed water delivery system consists of storage reservoirs, booster pumps and a pipeline delivery system which currently serves Pioneer Park (including the lake), the City Hall campus, Centennial Plaza and private Home Owner Association landscaping.

The Jomax reclaimed water delivery system consists of storage reservoirs, booster pumps and a pipeline delivery system which currently serves the Trilogy and Blackstone golf courses as well as park and school turf facilities and private Home Owner Association landscaping.

Future Infrastructure

The Utilities Master Plan identifies key infrastructure which is needed for growth through build-out, which includes:

- Extension of the Butler and Jomax reclaimed water delivery systems
- 7,500 acre-ft/year of recharge capacity for the Butler basin
- Hydrogeologic studies to identify favorable groundwater recharge sites.

WATER RESOURCES

The City currently has a diversified portfolio of water resources and separate sources of water with which to serve its customers. Components of the current water supply include surface water, groundwater, and reclaimed water.

The City is required to comply with Arizona Department of Water Resources Assured Water Supply rules which require that water providers prove a 100-year supply of renewable water that is physically, continuously, and legally available, and of sufficient quality, before any additional development occurs.

The City meets the requirements of this program through its Designation issued by the Arizona Department of Water Resources.

Water Supplies

Salt River Project (SRP) Water

The City has SRP water rights associated with SRP “On-Project lands.” On-Project lands are those areas of the City that are included in the historic SRP water service area which is generally south of Bell Road. More specifically, it is that portion of Peoria that is south of Skunk Creek and east of the New River.

Peoria’s total allocation of SRP Water is 25,201 acre-feet per year. SRP Water is surface water and is considered a renewable water supply. SRP delivers surface water from the Arizona Canal to the City’s Greenway Water Treatment. Currently the supply of SRP surface water exceeds the demand of on-Project lands.

Central Arizona Project (CAP) Water

The City has a Municipal and Industrial (M&I) subcontract for CAP water and has a long term lease for CAP water with the Gila River Indian Community.

Municipal and Industrial (M&I) subcontract	= 25,236 acre-feet per year
Gila River Indian Community (GRIC) lease	= <u>7,000 acre-feet per year</u>
CAP Total	= 32,236 acre-feet per year

The CAP water supply is highly reliable and may be used anywhere in the City. Peoria’s total allocation of CAP Water is 32,236 acre-feet per year. CAP Water is surface water and is considered a renewable water supply. CAP delivers surface water from the Central Arizona Project Canal to the Quintero Water Treatment Plant (intake pipeline) and to the Pyramid Peak Water Treatment Plant. Additionally, Peoria uses a portion of its CAP allocation for groundwater recharge and long term storage credits. Water is recharged at both the Hieroglyphic and Agua Fria Recharge Facilities.

Recovered Ground Water (Well Water)

The City has an established annual allowance of groundwater of 3,113 acre-feet based on historical groundwater pumping and incidental recharge. All other groundwater pumping must be off-set by groundwater storage. The City stores water on its own behalf. The sources of stored water include both CAP surface water and reclaimed water from City-owned water reclamation facilities. Water stored in excess of the amount annually recovered accrues Long-Term Storage Credits.

Storage credits are accrued in several ways.

1. In-lieu recharge with SRP with a portion of the City's CAP allocation
2. CAP water recharged at the Agua Fria and Hieroglyphic Mountain Recharge Projects
3. Reclaimed water recharged at the Beardsley Water Reclamation Facility
4. Butler Water Reclamation Facility recharge at the New River Agua Fria Underground Storage Project

The credits are available to be recovered through groundwater pumping and off-sets any groundwater use. These credits can be used in the event of a shortage in surface water.

Reclaimed Water

Production of reclaimed water will increase over time as the City's population increases. Currently 700 acre-feet, or 2% of the City's annual water supply, is reclaimed water directly reused for non-potable demands including urban irrigation, the Pioneer Park urban fishing lake, and the City Hall fountains. The remaining 10,500 acre-feet is recharged to the aquifer.

The City intends to increase deliveries of treated effluent for non-potable uses such as landscaping and golf courses as the supply of effluent increases whenever the opportunity is presented. The City intends to recharge all other treated effluent for annual recovery and to increase its long-term storage credit balance.

DROUGHT MITIGATION STRATEGIES

The term drought is used to describe an abnormally dry time period for a specific geographic area. Arizona receives minimal precipitation; meteorological variations are more frequent and pronounced. Much of Arizona has been in a multi-year drought. An important distinction to note is that a drought condition does not mean there will be a water shortage. To date the City has never experienced a water shortage, even in the midst of various drought scenarios. This is largely due to the diversity of the City's water supply and water conservation efforts that reduce the City's drought susceptibility. Municipal providers, including Peoria, have the highest priority for CAP water. People will always get water first.

The City has a robust drought mitigation strategy. In addition to maintaining a diverse water portfolio, the City is preparing for the possibility of more prolonged and persistent drought scenarios by pursuing a strategy of storing enough water underground as "water credits" to carry the City through six years of potential water shortages. To date, the City has stored about two-thirds of our six (6) year supply goal. Water stored underground can be later recovered via wells, reducing reliance on surface water supplies subject to drought or reduced flow. In addition, the City stores both CAP and reclaimed water in six underground storage facilities. Each year Peoria stores almost two (2) times as much water underground as it withdraws from wells. This stored water is available via well pumping if necessary.

The City's Drought Management Plan provides procedures and strategies for when a water deficiency condition has been declared. In furtherance of these strategies and procedures the City Council approved a Drought Ordinance in 2007.

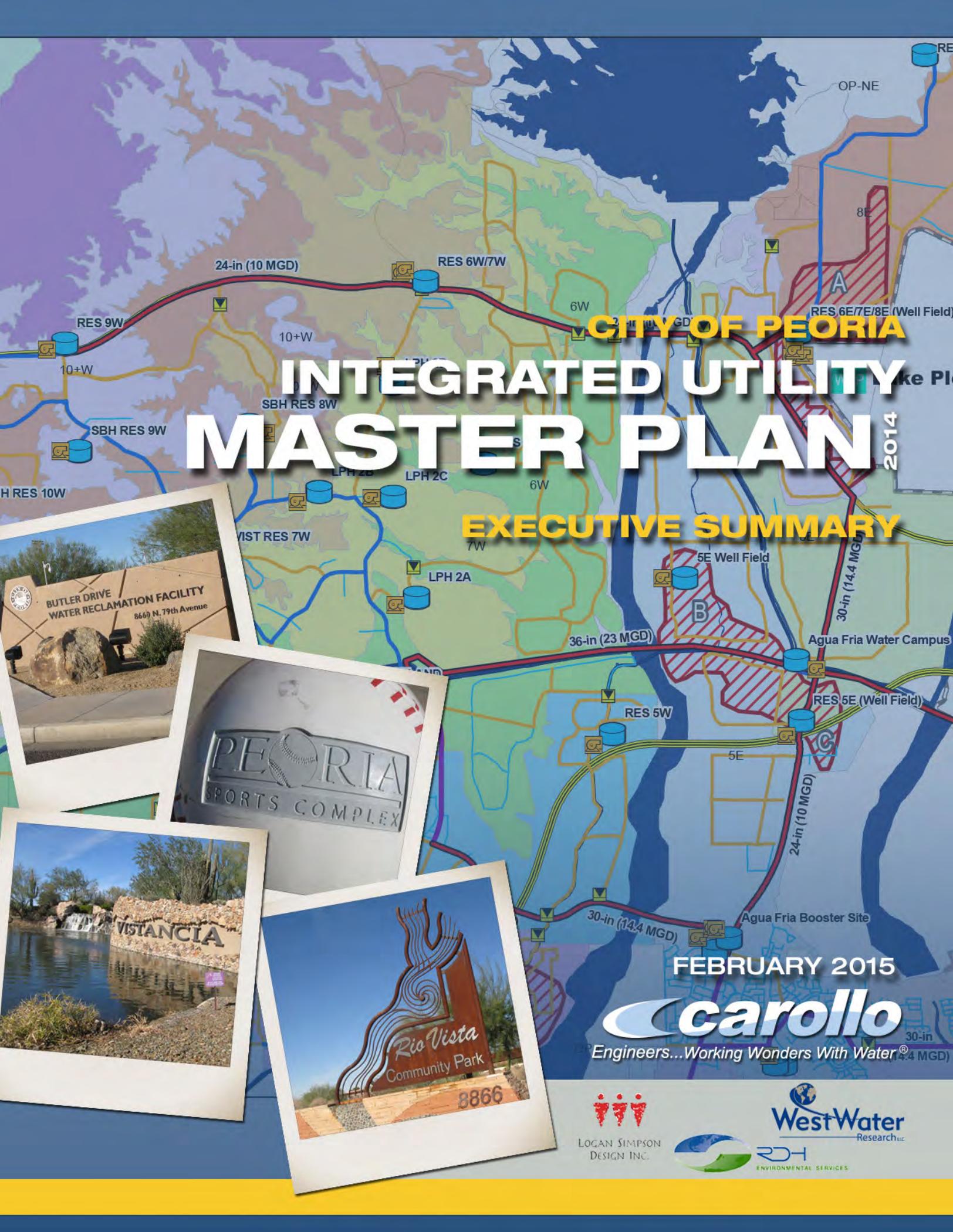
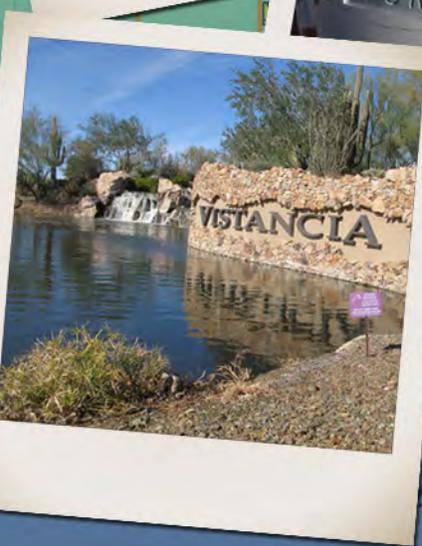
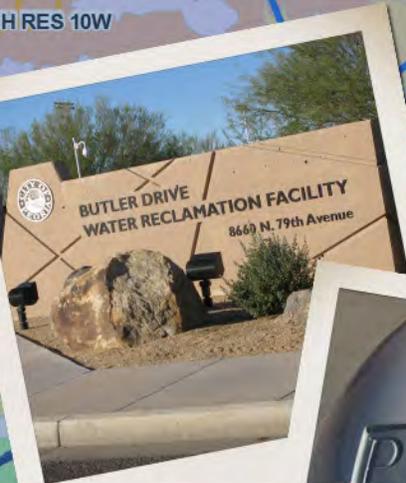
Key goals guide the City's actions regarding drought and management efforts:

- A. To protect public health (safe drinking water) and safety (fire flow).
- B. To provide sufficient water to meet the needs of City of Peoria water customers.
- C. To allocate the impacts and hardships caused by drought equitably.
- D. To minimize disruption to the economy so that jobs are protected and regional economic stability is preserved.
- E. To provide an implementation methodology of demand reduction measures.

CITY OF PEORIA INTEGRATED UTILITY MASTER PLAN

2014

EXECUTIVE SUMMARY



FEBRUARY 2015

carollo

Engineers...Working Wonders With Water®



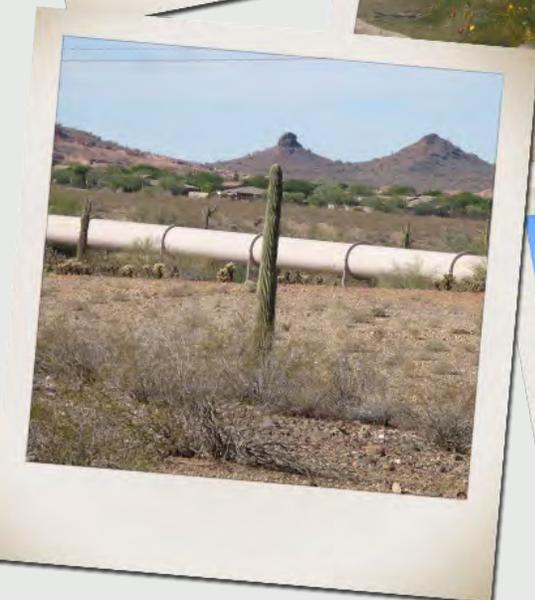
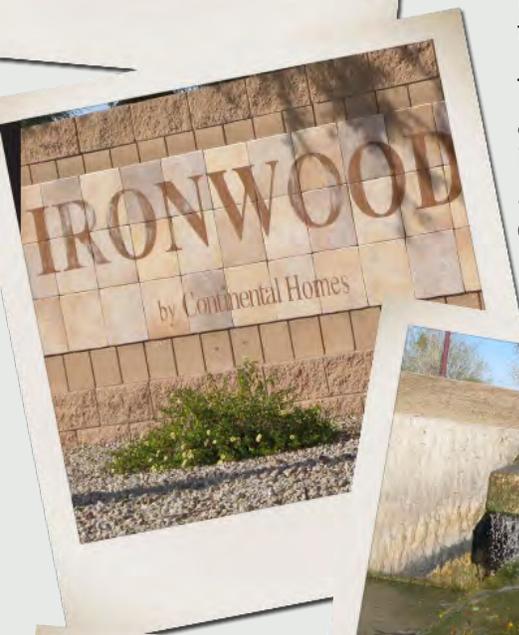
Master Plan Vision



The Integrated Water Utility Master Plan 2014 establishes the direction for the City of Peoria's water resources, water, wastewater, and reclaimed water infrastructure so that the City can implement its vision for the future as defined by the Peoria General Plan, 2010.

The City of Peoria has done a superior job of defining a vision for the future with the Peoria General Plan, 2010; Principles of Sound Water Management, 2007; the Rivers and the Trails Master Plans; and specific area plans for development or revitalization throughout the City. The City's plans strive to balance residential development, employment, preserving of national resources, and celebrating the City's heritage. Beneficial and sustainable use of the City's water resources is required to achieve this vision.

The Integrated Water Utility Master Plan defines the water resources and infrastructure needed to achieve that vision. The master plan identifies the infrastructure that needs to be in place for planning years 2020, 2025, and buildout of the lands that have been identified for development.

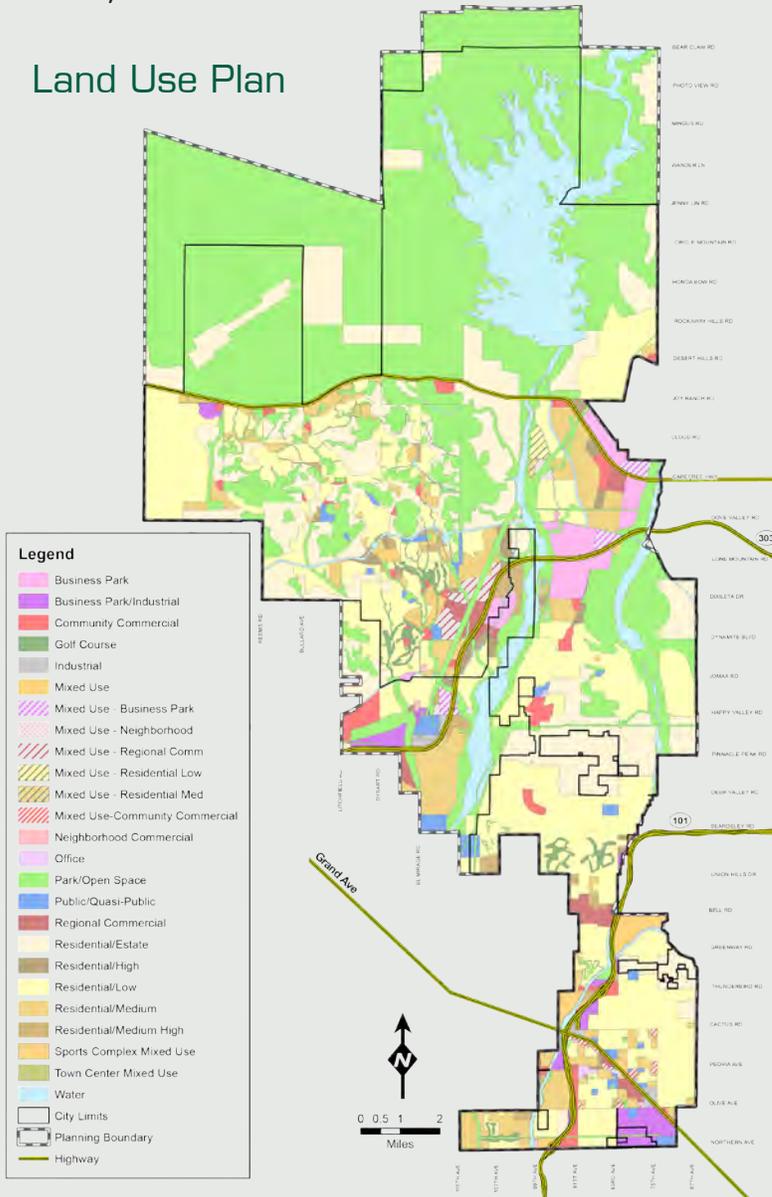


Demand Projections

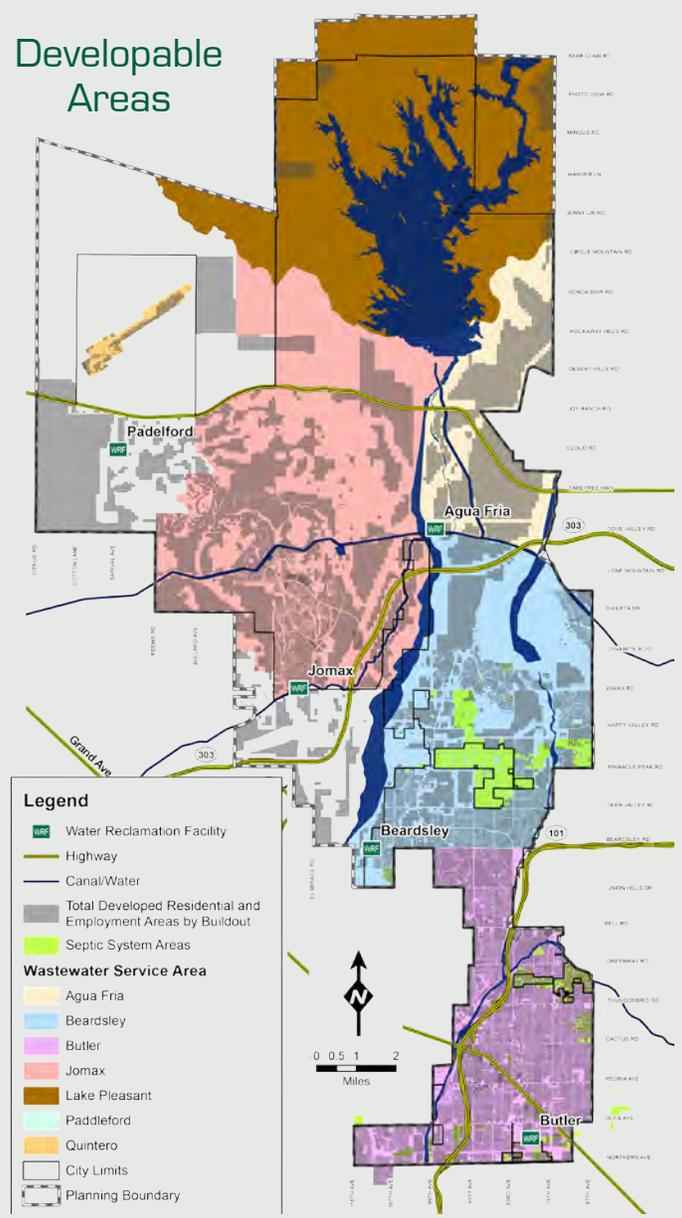
Water Demand Projections determine water resource needs and help determine infrastructure requirements. The type of development that is expected in Peoria is defined by the 2010 Land Use plan.

Water Demand Projections are based on extensive evaluation of development potential. The timing of development is based on the attractiveness of land areas relative to transportation corridors, availability of services, and amenities.

Land Use Plan



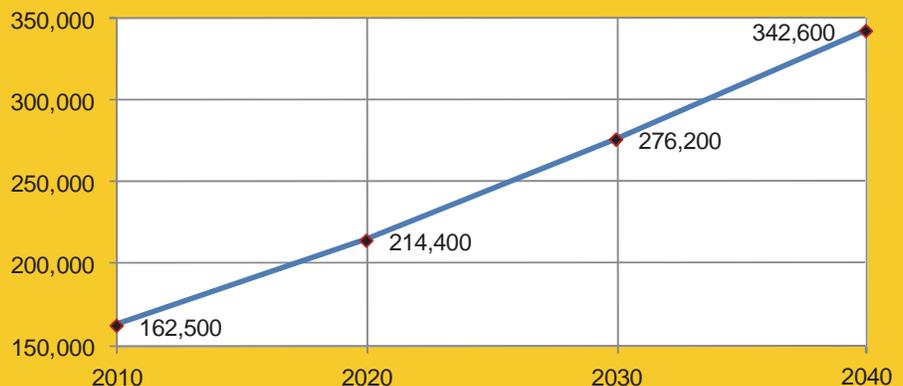
Developable Areas



City of Peoria Population Projections

The City's population growth aligns with Maricopa Association of Governments' growth projections, which is projected to 2040. Population at buildout may be near 500,000.

Population

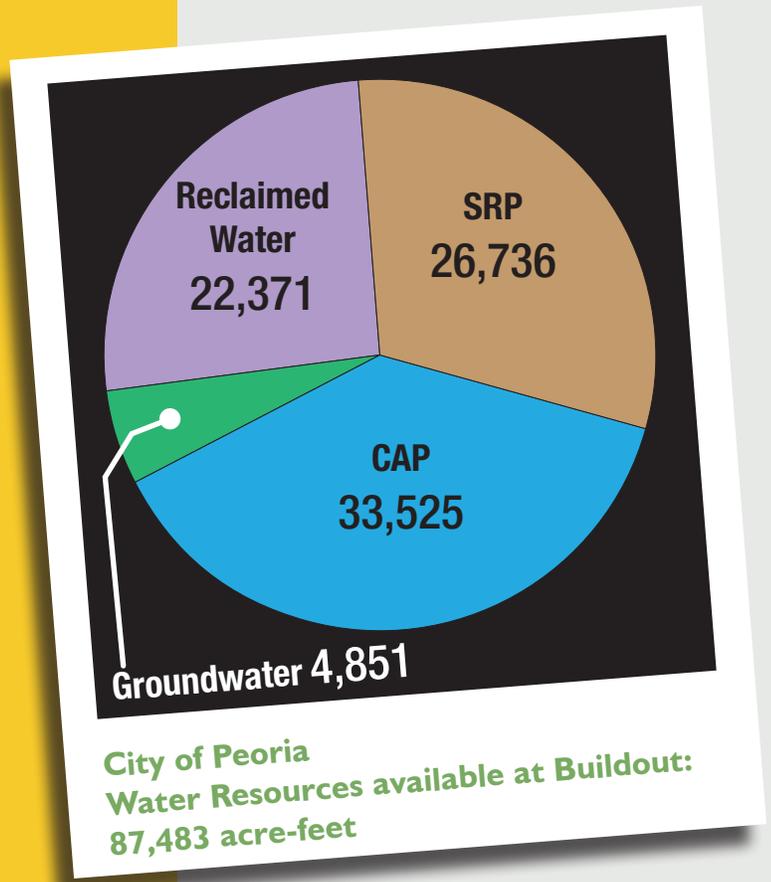


Maricopa Association of Governments Horizon Year

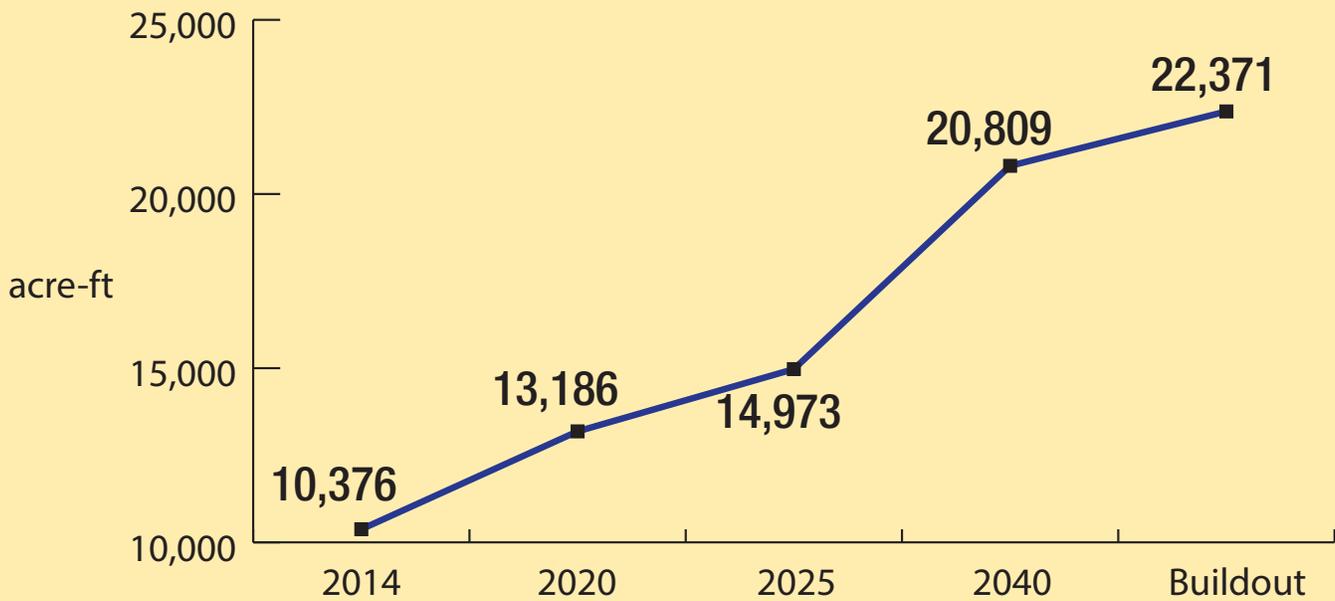
Water Resources

The City of Peoria has a diversified portfolio of water resources including Salt River Project (SRP), Central Arizona Project (CAP), groundwater, and reclaimed water. Water resource availability on SRP lands provides opportunities for water intensive industries.

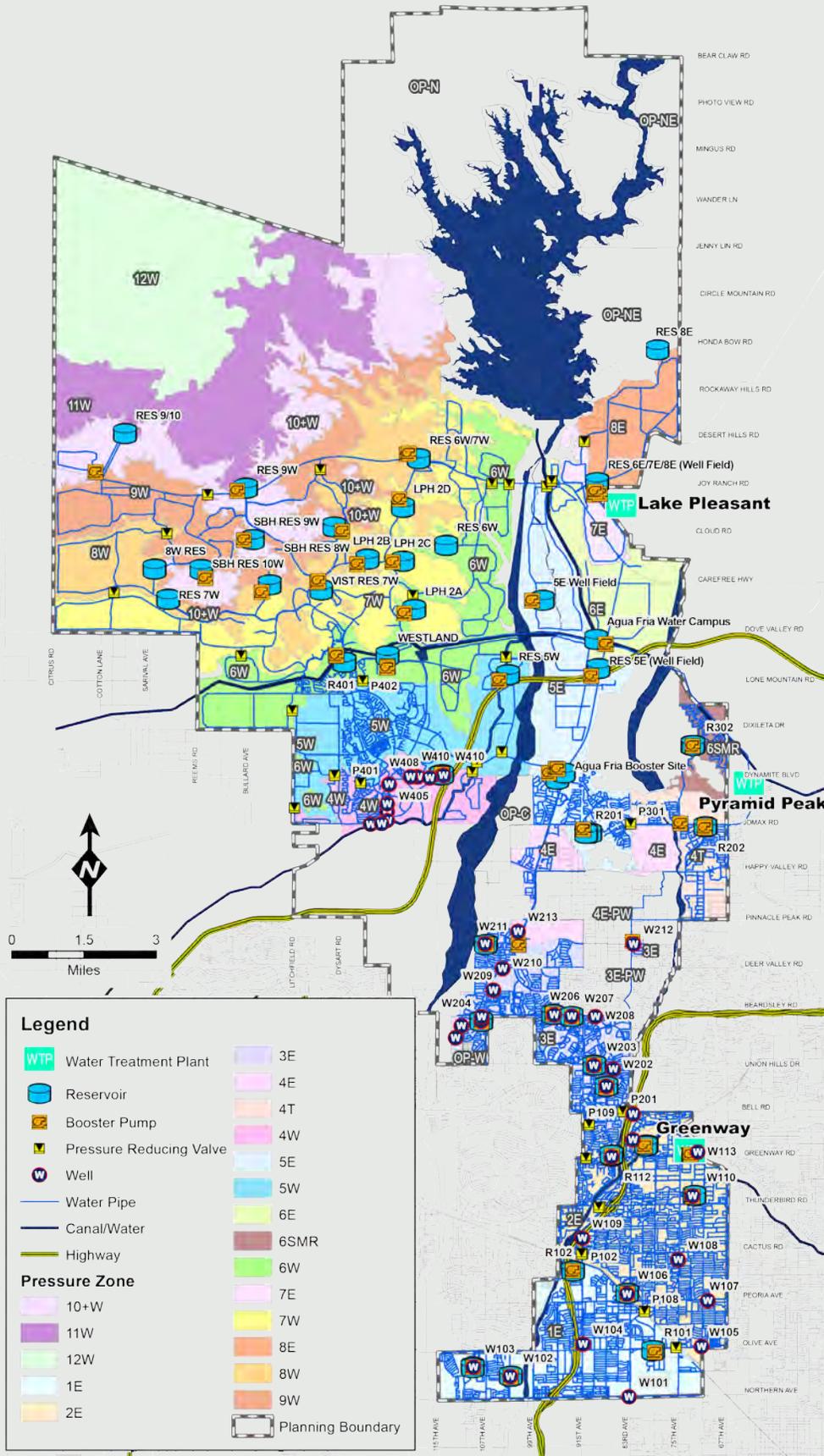
- The City can strengthen its ability to withstand drought by recharging unused CAP water until 2040, which is the year that all CAP water will be needed to supply current water demands.
- The City's reclaimed water supply is a reliable water source that should be stored in the aquifer to obtain credits that can be used by recovery wells for a potable water supply.
- All of the City's water resources are required to serve the land areas planned for development in this master plan by buildout. Peoria should continue to pursue opportunities to obtain additional water rights and to strengthen water conservation.



Reclaimed Water Recharge Needed to Provide a Water Resource for Peoria's Potable Wells



Water Master Plan

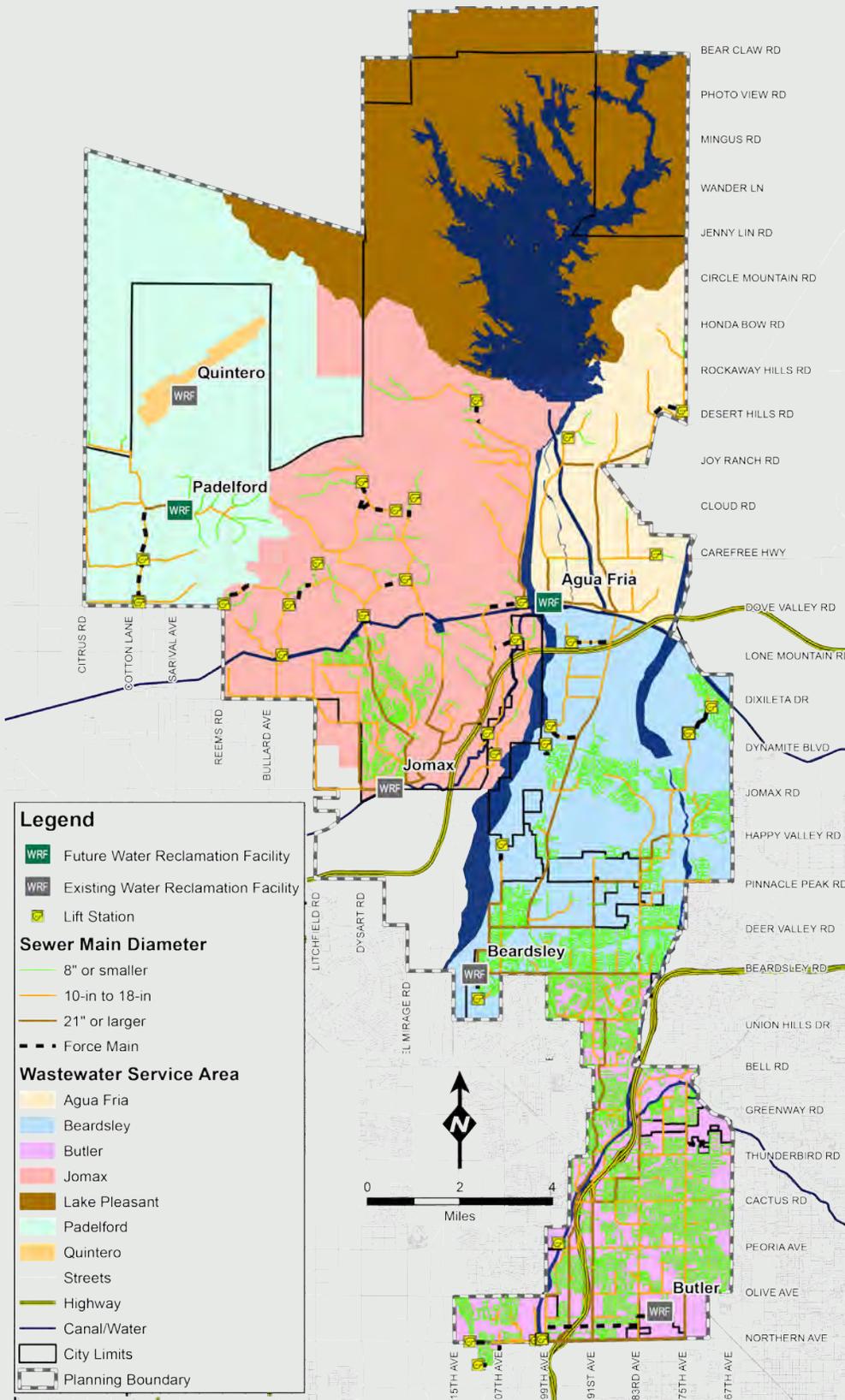


Peoria currently has ownership in 40 water production facilities including 34 wells and two (2) surface water treatment plants. Additional infrastructure is needed for development by buildout. Key recommendations from the master plan total \$522.8 million and include:

- ◆ 20 mgd of additional surface water treatment capacity with at least 10 mgd of additional capacity from the Pyramid Peak Water Treatment Plant.
- ◆ Reconditioning existing wells to fully utilize current well capacity.
- ◆ Twenty-seven (27) mgd of additional well capacity in northern Peoria.
- ◆ Forty-eight (48) MG of additional reservoir storage.
- ◆ 118.1 mgd of additional booster pumping capacity.
- ◆ 231 miles of additional water transmission mains.

Water Capital Projects Through 2025 (\$M)	
Reconditioned Wells	8.7
New Wells	0.0
Treatment Capacity	50.0
Water Mains	319.7
Pump Stations	55.6
Reservoirs	84.6
Reconditioned Reservoirs	4.2
\$522.8	

Wastewater Master Plan



Peoria owns four wastewater reclamation facilities. Additional wastewater treatment capacity needed for growth will either come from expansion of the Jomax and Beardsley plants, or from a combination of two additional plants: Agua Fria and Padelford. Hydrogeologic investigations to identify favorable groundwater recharge sites will be the key to determining where additional wastewater treatment capacity should be located.

Additional recommendations to provide wastewater service to Peoria residents include:

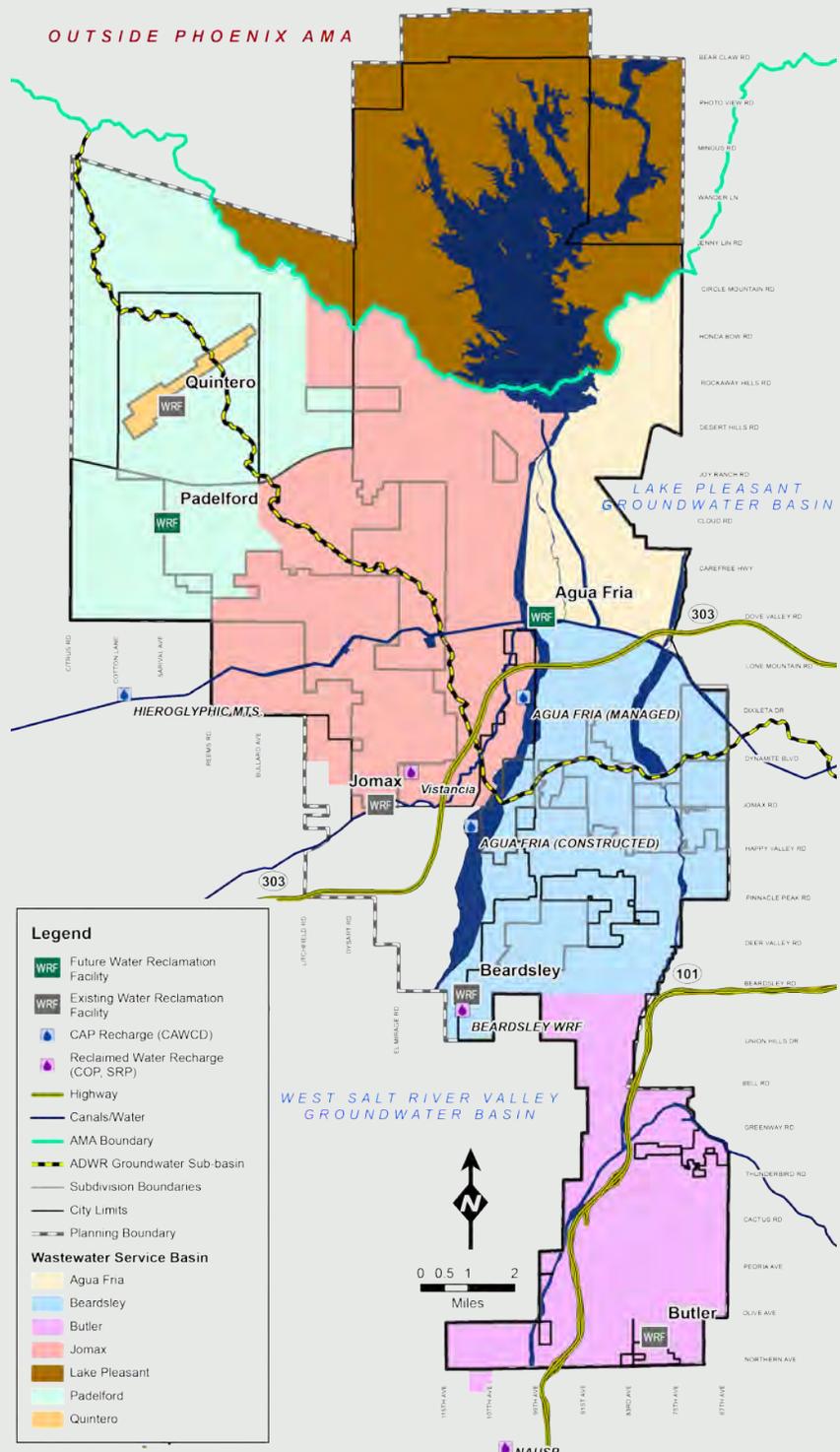
- ◆ 3,900 ft. of sewer mains in the Butler service area for capacity improvements.
- ◆ Fifteen (15) mgd of increased plant capacity.
- ◆ 127 miles of sewer main interceptors.
- ◆ Nineteen (19) additional lift stations.

Wastewater Capital Projects Through 2025 (\$M)	
Gravity Sewer	79.3
Lift Stations and Force Mains	11.4
WRF Capacity	122.4
\$213.1	

Reclaimed Water Master Plan

Reclaimed water is a valuable, renewable water resource. Peoria currently has full or partial ownership in the New River Agua Fria Underground Storage project, Beardsley Road recharge basins, and the Jomax vadose zone injection wells. Additional recharge capacity is being developed near Pioneer Park. Peoria operates reclaimed water distribution systems from the Butler and Jomax water reclamation plants. Reclaimed water capital improvement projects total \$26 million and include:

- 7,500 acre-ft./year of recharge capacity for the Butler Basin
- Renew existing recharge facility permits as they expire over the next 10 years.
- Conduct hydrogeologic studies to locate favorable recharge sites, near the Jomax, Beardsley, proposed Agua Fria, and proposed Padelford water reclamation sites.
- Expand the Jomax basin recharge capacity by 4,600 gpm.
- Develop a recharge strategy for the Agua Fria basin and construct recharge facilities for a daily flow of 2,600 gpm.
- Develop a strategy for the Padelford basins that will provide recharge capacity of 2,200 gpm.

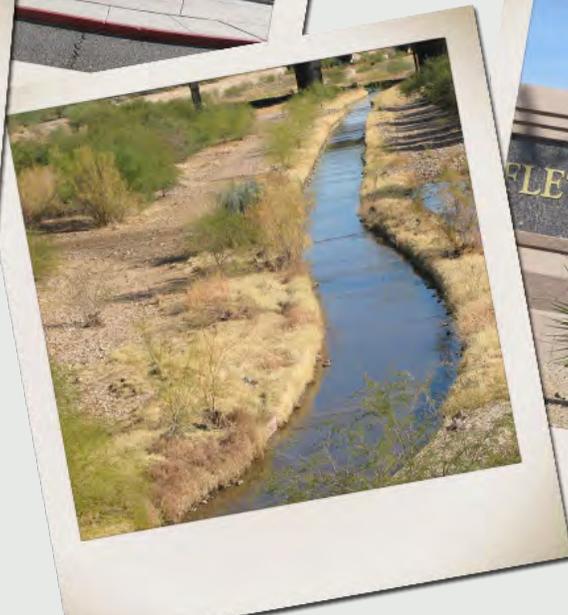


Reclaimed Water Capital Projects Through 2025 (\$M)	
Butler Recharge Capacity	10.9
Jomax Recharge Capacity	9.4
Agua Fria Recharge Capacity	4.0
Padelford Recharge Capacity	0.8
Hydrogeological Studies / permitting	1.2
Total	\$26.3

Acknowledgements

The project team wishes to extend its appreciation and gratitude to all the City staff who contributed their time, insight, and expertise to the success of this Integrated Water Infrastructure Plan Project:

- ◆ Water Resources and Conservation
- ◆ Public Works
- ◆ Water
- ◆ Wastewater
- ◆ Reclaimed Water
- ◆ Planning and Community Development
- ◆ Technology Services



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4

Date Prepared: August 20, 2015

Council Meeting Date: September 8, 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
Scott Grainger	Building Board of Appeals
Diane Alfonso	Citizens Commission on Salaries for Elected Officials and Personnel Board
Charles Bruen	Library Board
Sarah Wenrich	Youth Advisory Board

Background/Summary:

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

Previous Actions:

On August 11, 2015, the Council Subcommittee on Policy and Appointments recommended appointments for various boards and commissions.

On August 12, 2015, a memorandum was submitted to Mayor and Council, outlining the recommended appointments from the August 11, 2015 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

On August 26, 2015, City Council adopted Resolutions making the following new board/commission appointments:

Resolution No.	Member Name	Board/Commission	Member Status	Term Expiration
2015-86	Scott Grainger	Building Board of Appeals	Regular	June 2019
2015-87	Diane Alfonso	Citizens Commission on Salaries for Elected Officials	Regular	December 2016 (partial term)
2015-88	Charles Bruen	Library Board	Regular	June 2016 (partial term)
2015-89	Diane Alfonso	Personnel Board	Alternate	June 2018 (partial term)
2015-90	Sarah Wenrich	Youth Advisory Board	Regular	June 2017

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 were appointed by Resolution at the August 26, 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 September 8, 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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: August 18, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Sunrise Mountain Library - State Grants in Aid – Non Fiction Material

Purpose:

This is a request for City Council to accept a State grant in the amount of \$8,117 to update and expand the non-fiction collection at Sunrise Mountain Library. Additionally, this request is to authorize the appropriate budget amendment.

Background/Summary:

The State grants-in-aid program was developed in 1981 through legislative appropriations to help Arizona libraries meet the information needs of Arizona residents.

Arizona county library districts and cities with populations of 100,000 or more qualify for an annual award from the State Library System. These grants are used to improve library collections, provide education and training opportunities, improve programming for children and adults, and to acquire computers and automation of library procedures.

With the recent opening of Sunset Heights Elementary School coupled with substantial housing development, the demand for current non-fiction material has significantly increased. The focus for these grant funds will be primarily be on materials for the fourth through eighth grades. The grant funds, along with an equal number of matching funds, will be used to purchase both juvenile and adult non-fiction.

A final report is required at the end of the grant period, which requires a narrative, budget and certification.

Previous Actions:

There has been no previous action on this item.

Options:

A: The Council can accept the approved grant and approve the associated budget amendment.

B: Should Council elect not to accept, the grant funds would likely be allotted to a different agency within the state.

C: Council can request additional information from staff.

Staff's Recommendation:

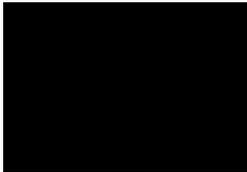
Recommend action to: a) accept the State Grant in Aid Grant; and b) and approve a budget transfer from the Proposed Grant contingency account to the books, periodicals and subscription account in the amount of \$8,117.

Fiscal Analysis:

The equal match requirement is available in the current operating budget. Staff requests a budget amendment in the amount of \$8,117 from Proposed Grant Contingency account 7990-7990-570000 to the books, periodicals and subscription program account 1000-1550-530002 to authorize the use of the funds.

Exhibit 1: Award Notification for State Grants-in-Aid

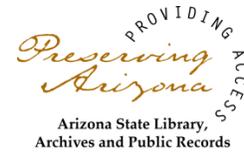
Contact Name and Number: John R. Sefton Jr., Community Services Director 773-7135



**MICHELE
REAGAN**
Secretary of State
State of Arizona

**ARIZONA STATE
LIBRARY, ARCHIVES AND
PUBLIC RECORDS**

A DIVISION OF THE ARIZONA SECRETARY OF STATE

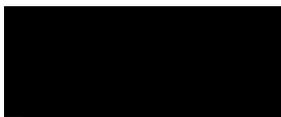


Award Notification for State Grants-in-Aid

Library Name & Address: Peoria Public Library 8463 W. Monroe St. Peoria, AZ 85345		State Project Number: SGIA 16-A-19	
Project Name: SGIA 2016		Project Manager: Mary Roberts	
Program Information: http://www.azlibrary.gov/libdev/funding/sgia		Amount Awarded: \$8117	
Period of Performance: July 1, 2015 to June 30, 2016		Final Report Due: July 31, 2016	
Contact for LSTA grant questions: Janet "Jaime" Ball, Grants Consultant	Phone: 602-926-3365	Email: jball@azlibrary.gov	

When possible, please acknowledge SGIA as follows:

This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with funds appropriated by the Arizona State Legislature.



Joan Clark, State Librarian & Director

8/5/2015

Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: August 18, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Accept \$22,902 from the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG)

Purpose:

This is a request for the City Council to authorize the acceptance of funding from the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$22,902 to supplement data storage for the department's Body Worn Camera program.

Background/Summary:

The Peoria Police Department was notified that the United States Department of Justice had available to the City of Peoria an Edward Byrne Memorial Justice Assistance Grant (JAG) award in the amount of \$22,902 to assist in funding supplemental police programs and strategic law enforcement operations.

The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

The JAG program requires that operations financed with these funds be supplemental to normally funded police programs (not supplant normal police funding).

JAG funding for the City of Peoria totals \$22,902 and will be used to fund the supplemental data storage costs for the Body Worn Camera (BWC) program. The program currently employs 54 BWCs within the Patrol Services Bureau. The department plans to implement an additional 54 cameras in the coming fiscal year. This funding will supplement the costs for data storage of all active BWC units.

Previous Actions:

This is the eleventh consecutive year that the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) has made funding available to the Peoria Police Department. The Council has accepted all previous grant awards.

Past funding has been used to enhance police operations, including the purchase of police equipment and computer software, community policing overtime, and youth programs.

Options:

A: Accept the grant award totaling \$22,902 from the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) and approve a budget adjustment of \$22,902 from the Proposed Grants Contingency account to the JAG Award account.

B: Do not accept the grant from the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG).

Staff's Recommendation:

It is recommended that Council accept \$22,902 to be used by Peoria Police Department to fund the supplemental data storage for the Body Worn Camera program.

Fiscal Analysis:

Request a budget adjustment of \$22,902 from the Proposed Grants Contingency account (7990-7990-570000) to the JAG Award account (7507-7757-524509).

No matching funds are required.

Narrative:

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

Exhibit(s):

Exhibit 1: Grant Contract 2015-DJ-BX-0229

Contact Name and Number: Jennifer Loper, 623-773-7072



Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 17, 2015

Chief Roy W. Minter Jr.
City of Peoria
8401 W. Monroe Street
PO Box 340
Peoria, AZ 85345

Dear Chief Minter:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$22,902 for City of Peoria.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tahitia M. Barringer, Program Manager at (202) 616-3294; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,



Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

August 17, 2015

Chief Roy W. Minter Jr.
City of Peoria
8401 W. Monroe Street
PO Box 340
Peoria, AZ 85345

Dear Chief Minter:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Peoria 8401 W. Monroe Street PO Box 340 Peoria, AZ 85345	4. AWARD NUMBER: 2015-DJ-BX-0229	
	5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2016	
2a. GRANTEE IRS/VENDOR NO. 866003631	8. SUPPLEMENT NUMBER 00	7. ACTION Initial
2b. GRANTEE DUNS NO. 002494128	9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 15 JAG Program	10. AMOUNT OF THIS AWARD \$ 22,902	11. TOTAL AWARD \$ 22,902
	12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).	

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.738 - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
-----------------	--------------------

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Roy W. Minter Chief of Police
--	---

17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
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AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 22902	21. PDJUGT0200
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**AWARD CONTINUATION
SHEET
Grant**

PROJECT NUMBER 2015-DJ-BX-0229

AWARD DATE 08/17/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

PROJECT NUMBER 2015-DJ-BX-0229

AWARD DATE 08/17/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

**AWARD CONTINUATION
SHEET**
Grant

PROJECT NUMBER 2015-DJ-BX-0229

AWARD DATE 08/17/2015

SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



PROJECT NUMBER 2015-DJ-BX-0229

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19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
20. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
21. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
22. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
23. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA 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 the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

**AWARD CONTINUATION
SHEET**
Grant

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25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
28. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in 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 Grants Management System (GMS) to document changes.
29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.

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32. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
35. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
38. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
39. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

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40. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

41. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
42. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
43. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

**AWARD CONTINUATION
SHEET
Grant**

PROJECT NUMBER 2015-DJ-BX-0229

AWARD DATE 08/17/2015

SPECIAL CONDITIONS

44. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
45. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.
- Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
46. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
47. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.
48. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.



Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Peoria

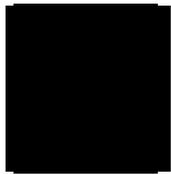
The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2015-DJ-BX-0229

PAGE 1 OF 1

This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Tahitia M. Barringer
(202) 616-3294

2. PROJECT DIRECTOR (Name, address & telephone number)

Teresa Corless
Administrative Services Manager
8401W Monroe Street
Peoria, AZ 85345-6560
(623) 773-7035

3a. TITLE OF THE PROGRAM

BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 15 JAG Program

5. NAME & ADDRESS OF GRANTEE

City of Peoria
8401 W. Monroe Street PO Box 340
Peoria, AZ 85345

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2014 TO: 09/30/2016

8. BUDGET PERIOD

FROM: 10/01/2014 TO: 09/30/2016

9. AMOUNT OF AWARD

\$ 22,902

10. DATE OF AWARD

08/17/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

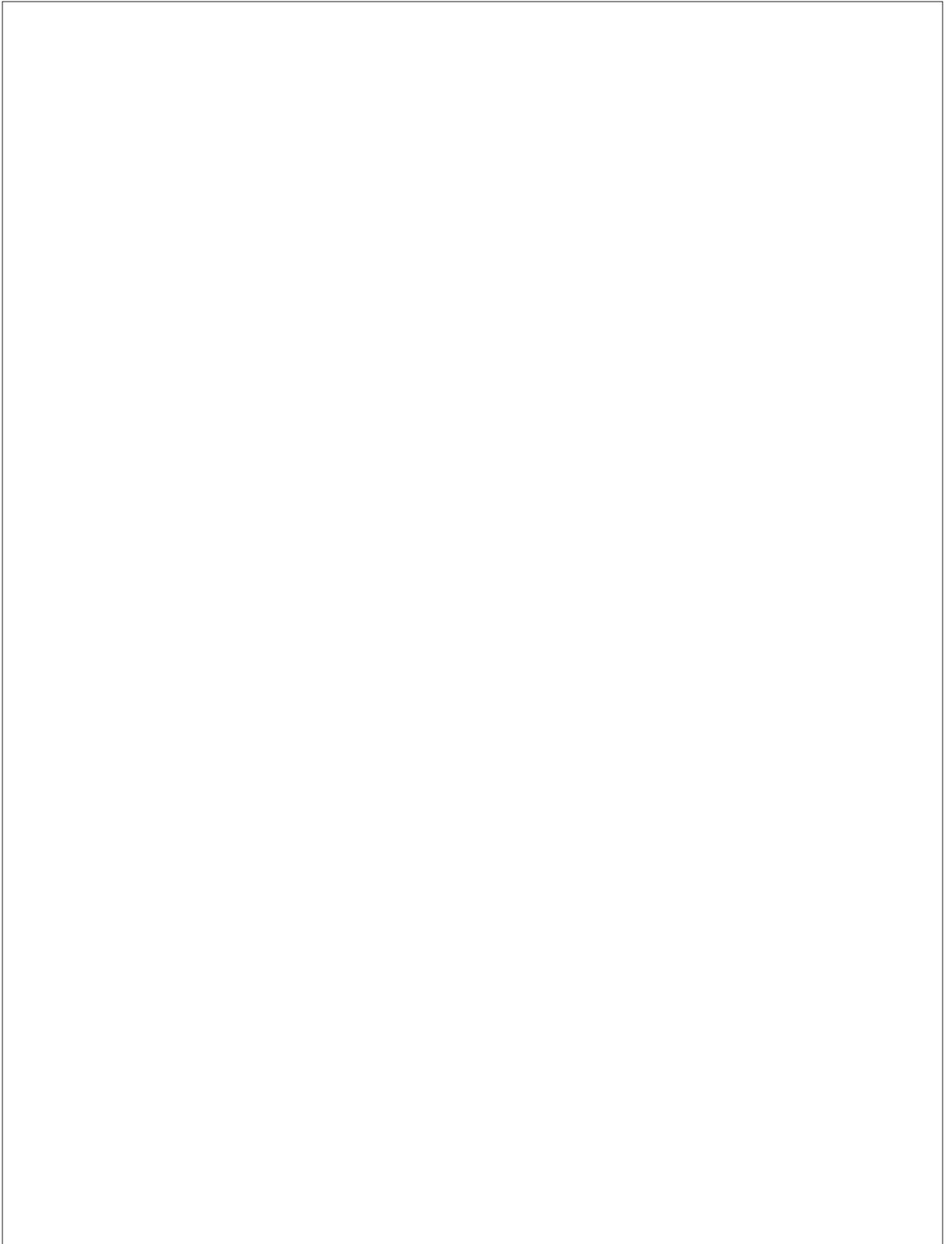
13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use the 2015 JAG funds to purchase data storage for body worn camera footage. The goal is to foster trust and transparency within the community, reduce officer complaints and use of force practices, and enhance prosecution efforts. NCA/NCF



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: August 12, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

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

SUBJECT: Renewal of an Intergovernmental Agreement between the United States Department of Justice, Drug Enforcement Administration and the City of Peoria Police Department

Purpose:

This is a request for City Council to authorize the renewal of an Intergovernmental Agreement (IGA) with the United States Department of Justice, Drug Enforcement Administration (DEA) in order to continue the fight against illegal drugs in Arizona.

Background/Summary:

The goal of the DEA Task Force is to disrupt illicit drug traffic in Arizona by immobilizing targeted violators, dismantling organizations involved in the trafficking of narcotics, and conducting undercover operations and investigations. As a participant in this partnership, the City of Peoria Police Department will assign an experienced officer to the DEA Task Force for a period of not less than two years.

The officer assigned to the task force will receive specialized training and equipment to address the trafficking of controlled substances. To support the goals of the DEA Task Force, the DEA will reimburse overtime expenses in an amount not to exceed \$17,548 per year for the officer assigned to the task force.

The Peoria Police Department is committed to the pursuit and prosecution of offenders involved in illicit drug trafficking. By collaborating with this multi-agency team, our efforts will result in the prosecution of offenders in the courts of Arizona and the United States.

Previous Actions:

City Council has previously approved the attached agreement. This will be the twelfth year that the Peoria Police Department has partnered with the DEA.

Options:

- A:** Approve the renewal of the Intergovernmental Agreement with the DEA, assign an officer to the DEA Task Force, and approve a budget amendment in the amount of \$17,548 from the Proposed Grants Contingency Account to the Federal DEA IGA Fund Account for overtime.

- B:** Choose not to participate in this agreement with the DEA.

Staff's Recommendation:

Renew the Intergovernmental Agreement between the Peoria Police Department and the Drug Enforcement Administration and assign an officer to the DEA Task Force for a period of not less than two years, and approve a budget amendment in the amount of \$17,548 from the Proposed Grants Contingency Account to the Federal DEA IGA Fund Account to provide expenditure authority for overtime.

Fiscal Analysis:

Request a budget adjustment in the amount of \$17,548 from the Proposed Grants Contingency Account (7990-7990-570000) to the Federal DEA IGA Fund Account (7525-7775-510200), thus providing expenditure authority.

The DEA will provide reimbursement for overtime expenses resulting from the officer's participation on the DEA Task Force. Overtime reimbursement will not exceed \$17,548.

Narrative:

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

Exhibit 1: DEA Task Force Agreement

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

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
PEORIA POLICE DEPARTMENT**

This agreement is made this 30th day of September, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter “DEA”), and Peoria Police Department (hereinafter “PPD”). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Phoenix Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force’s activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Phoenix Task Force, the PPD agrees to detail one (1) experienced Officer to the DEA Phoenix Task Force for a period of not less than two years. During this period of assignment, the PPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The PPD Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The PPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force, the PPD agrees to detail one (1) experienced Officer to the DEA Phoenix Task Force. DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and PPD Officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Phoenix Task Force, the PPD will remain responsible for establishing the salary and benefits, including overtime, of the PPD Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the PPD for overtime payments made by it to the PPD Officer assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$17,548), per officer. ***“Note: Task Force Officer Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.”***
7. In no event will the PPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The PPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The PPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The PPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The PPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The PPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The PPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the PPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the PPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by PPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date _____
Douglas W. Coleman
Special Agent in Charge

For the Peoria Police Department:

_____ Date _____
Roy W. Minter Jr.
Chief of Police

Attachments

Peoria City Mayor

Date _____

Peoria City Manager

Date _____

ATTEST:

Peoria City Clerk

Date _____

APPROVED AS TO FORM:

Peoria City Attorney

Date: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: August 25, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance and Budget Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Budget Amendments

Purpose:

This is a request for City Council to approve the FY 2015 Final Budget Amendments and the FY 2015 Carryovers to the FY 2016 Budget.

Background/Summary:

The attached schedules list FY 2015 budget amendments and FY 2016 carryovers which, under current Council and/or Administrative policy, require Council approval. These amendments and carryovers have been reviewed by the Finance and Budget Department and the Chief Financial Officer and are submitted to Council for approval. The following listing describes the budget amendments and carryovers by category.

FY 2015 Final Budget Amendments Summary:

Operating – The adjustments in the Operating category include moving the salary budget for the COPS program to the grant fund where the expenses need to post; providing budget authority for the team payouts per the Spring Training contracts; moving budget for reimbursement of the School Resource Officers (SROs); reimbursement to Sonoran Mountain Ranch for wastewater impact fees collected; and providing budget authority to use the revenue from the reimbursement for stolen meters. The Operating adjustments total \$518,709.

Capital Items – This category includes 3rd and 4th Quarter chargebacks for Materials Management; 4th Quarter chargebacks for Engineering; a transfer to realign budget to conform to project needs for the well site acquired from State Lands; and moving chargebacks from the MDA bond fund to the G.O. bond fund. The Capital Items adjustments total \$647,101.

FY 2016 Carryover Summary – These are items budgeted in FY 2015 that are not yet completed and are carried over into the FY 2016 budget:

Carryover - Operating – Operating carryovers include purchase order rollovers; Police Department carryovers for projects and grants; Development and Engineering carryovers such as Accela Training Consultant; Economic Development Services Department for various EDIS initiatives; Human Resources Department for Advanced Leadership Development Program and remodel; Municipal Court for Judicial Assistants Grants; Community Services Department for Rio Vista Park projects and Arts projects; Information Technology Department for various projects to be completed in FY 2016; Homeland Security Grant; and a carryover for the purchase of a street sweeper. The Carryover-Operating adjustments total \$3,352,736.

Carryover - Capital – Capital carryovers include final adjustments for CIP project carryovers for Engineering, Public Works, Community Services, Police, Planning, Finance, Economic Development and Public Works. The Carryover-Capital adjustments total \$13,501,854.

Previous Actions:

No previous action has been taken on these budget amendments or carryovers.

Options:

- A:** Approve all budget amendments and carryovers as recommended.
- B:** Approve only select budget amendments and carryovers.
- C:** Do not approve the budget amendments and carryovers and request further information from Staff.

Staff's Recommendation:

Finance and Budget Department staff recommends approval of the attached budget amendments and carryovers.

Fiscal Analysis:

These budget amendments and carryovers have no net fiscal impact to the city. Some of the budget amendments are to provide expenditure authority for funds that have been received, i.e., through grants, IGAs, and/or reimbursements. Other budget amendments are to move existing appropriation to the proper accounts. The carryovers have no net fiscal impact to the city. These are items budgeted in FY 2015 but were not expended.

Exhibit(s):

Exhibit 1: FY 2015 Budget Amendment Schedule and FY 2016 Budget Amendment Schedule with Carryovers

Contact Name and Number: Brent Mattingly, 623-773-7134

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Operating

#4622 - Police - Police Explorer Trust Fd

8050	8050	530009	Wearing Apparel-General	\$1,000	
7990	7990	570000	Contingency		\$1,000

Comment: Funds have been received in the Citizen Donation and Police Explorer funds. This transfer will allow the Police Department to expend the available donated funds. There is no financial impact.

#4624 - Public Works - Wastewater Impact Fees - East of Agua Fria

2506	2626	520202	Devl/Impact Fee Repymts	\$25,311	
2430	2560	570000	Contingency		\$25,311

Comment: This budget adjustment is to reimburse Sonoran Mountain Ranch for wastewater impact fees collected. This is a partial payment for the completion of the Phase 3 wastewater infrastructure at Sonoran Mountain Ranch.

#4628 - Community Services - Prop 302 Grant Program

7850	7890	522503	Printing and Binding	\$885	
7990	7990	570000	Contingency		\$885

Comment: This transfer is to adjust the budget for the Arizona Office of Tourism grant (Prop. 302) to the projected FY15 allocation amount of \$76,179, excluding FY14 carryover of \$3,198.

#4629 - Police - Patrol Services - South

7390	7550	510000	Salaries and Wages-Regular	\$150,000	
1000	1020	510000	Salaries and Wages-Regular		\$150,000

Comment: COPS grant positions were approved by Council 11/5/2013 23R for not-to-exceed amount of \$285,615. This transfer moves the salary budget to the grant fund where the expenses need to post.

#4634 - Finance Utilities - Meter Services

1000	0470	533505	Water Meters	\$22,110	
1000	0300	570000	Contingency		\$22,110

Comment: Reimbursement for stolen meters has been received and deposited. This amendment provides budget authority to use the revenue to replace the meters.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Operating

#4637 - Community Services - Spring Training

2000	2001	522131	Fld/Clb Rent-Padre Share	\$48,900	
2000	2001	522142	Stad Concs Rent-Mariner Share	\$48,000	
2000	2001	522141	Stad Concs Rent-Padre Share	\$44,500	
2000	2001	522103	Ticket Sales-Miscellaneous	\$24,000	
2000	2001	522132	Fld/Clb Rent-Mariners Share	\$20,650	
2000	2001	522162	Parking Rent-Mariner Share	\$8,000	
2000	2001	522163	Parking Rent-Misc Share	\$5,000	
2000	2001	522112	Program Sales-Mariner Share		\$500
2000	2001	522113	Program Sales-Diamond Club		\$750
2000	2001	522111	Program Sales-Padre Share		\$1,000
2000	2001	522161	Parking Rent-Padre Share		\$3,300
2000	2001	522143	Stad Concs Rent-Misc Share		\$13,600
2000	2001	522121	Adv Sales-Padre Share		\$32,000
2000	2001	522122	Adv Sales-Mariner Share		\$32,000
1000	0300	570000	Contingency		\$115,900

Comment: The 2015 Spring Training revenues were higher than budget. These revenues are shared with the teams, the City receives the revenue then makes payments to the teams. This amendment provides the budget authority for the team payouts per the contract for the revenues received during the 2015 Spring Training season.

#4659 - Public Works - Ww Debt Service

2400	2555	520099	Other Professional Services	\$25	
2400	2480	570000	Contingency		\$25

Comment: This will provide the budget authorization for the arbitrage reports for the Series 2010 Water and Wastewater Refunding Bonds.

#4678 - Community Services - Prop 302 Grant Program

7850	7890	522501	Advertising	\$328	
7990	7990	570000	Contingency		\$328

Comment: This amendment will adjust the budget for the Arizona Office of Tourism grant (Prop. 302) to the projected FY15 allocation amount of \$79,705.

#4697 - Police - Patrol Services - South

7422	7582	510000	Salaries and Wages-Regular	\$60,000	
1000	1020	510000	Salaries and Wages-Regular		\$30,000
1000	1021	510000	Salaries and Wages-Regular		\$30,000

Comment: This transfer is to move budget for reimbursement of the School Resource Officers (SROs) for the portion of the salary. Peoria Unified School District paid \$30k per officer. This is 1st amendment for 2 of the 4 officers.

#4698 - Police - Patrol Services - South

7422	7582	510000	Salaries and Wages-Regular	\$60,000	
1000	1020	510000	Salaries and Wages-Regular		\$30,000
1000	1021	510000	Salaries and Wages-Regular		\$30,000

Comment: This transfer is to move budget for reimbursement of the School Resource Officers (SROs) for the portion of the salary. Peoria Unified School District paid \$30k per officer. This is the 2nd amendment for 2 of the 4 officers.

Subtotal for Operating Amendments: \$518,709 \$518,709

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

#4620 - Non-Departmental - Gen Fund Capital Projects

2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00330	\$18,810
1210	0350	544001	Cap ENG Chargebacks	CIPPK	CS00022	\$15,877
7000	7050	544001	Cap ENG Chargebacks	CIPST	COP0001	\$15,411
1000	0310	544001	Cap ENG Chargebacks	CIPOF	COP0001	\$11,928
4150	4150	544001	Cap ENG Chargebacks	CIPOF	ED00002	\$10,579
7010	7075	544001	Cap ENG Chargebacks	CIPTC	PW00133	\$9,765
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00081	\$9,465
7010	7075	544001	Cap ENG Chargebacks	CIPTC	EN00170	\$9,268
4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00022	\$8,846
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00422	\$7,735
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00088	\$7,620
4550	4550	544001	Cap ENG Chargebacks	CIPRT	CS00125	\$6,039
4550	4550	544001	Cap ENG Chargebacks	CIPOF	ED00002	\$5,755
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00243	\$5,715
4251	4251	544001	Cap ENG Chargebacks	CIPOF	PD00018	\$5,385
7001	7051	544001	Cap ENG Chargebacks	CIPST	EN00177	\$5,271
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00266	\$5,206
7010	7075	544001	Cap ENG Chargebacks	CIPST	PW11190	\$4,635
2161	2221	544001	Cap ENG Chargebacks	CIPWR	UT00272	\$4,454
2001	2021	544001	Cap ENG Chargebacks	CIPPK	CS00022	\$4,369
2161	2221	544001	Cap ENG Chargebacks	CIPWR	UT00117	\$4,320
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00331	\$3,600
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00472	\$3,488
7010	7075	544001	Cap ENG Chargebacks	CIPST	ED00009	\$3,368
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00313	\$3,305
4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00173	\$3,240
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00359	\$3,240
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00335	\$2,970
4240	4240	544001	Cap ENG Chargebacks	CIPRT	CS00091	\$2,885
4240	4240	544001	Cap ENG Chargebacks	CIPDR	EN00137	\$2,790
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00116	\$2,720
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00266	\$2,713
7010	7075	544001	Cap ENG Chargebacks	CIPTC	EN00348	\$2,655
1000	0310	544001	Cap ENG Chargebacks	CIPPK	COP0001	\$2,530
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00325	\$2,520
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00272	\$2,475
4251	4251	544001	Cap ENG Chargebacks	CIPDR	EN00177	\$2,393
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00309	\$2,378
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00395	\$2,340
7000	7050	544001	Cap ENG Chargebacks	CIPST	PW01001	\$2,115

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant				Debit	Credit
<u>Capital</u>						
7010 7075 544001	Cap ENG Chargebacks	CIPST	EN00177		\$1,963	
7000 7050 544001	Cap ENG Chargebacks	CIPST	PW00025		\$1,710	
2400 2550 544001	Cap ENG Chargebacks	CIPWW	UT00296		\$1,620	
2400 2550 544001	Cap ENG Chargebacks	CIPWW	UT00307		\$1,575	
7920 7920 544001	Cap ENG Chargebacks	CIPRT	CS00125		\$1,535	
7930 7930 544001	Cap ENG Chargebacks	CIPPS	PD00021		\$1,520	
4250 4250 544001	Cap ENG Chargebacks	CIPRT	EN00371		\$1,275	
2400 2550 544001	Cap ENG Chargebacks	CIPWW	UT00313		\$1,239	
7010 7075 544001	Cap ENG Chargebacks	CIPST	EN00459		\$1,170	
2050 2140 544001	Cap ENG Chargebacks	CIPWR	UT00203		\$1,148	
1000 0310 544001	Cap ENG Chargebacks	CIPOF	ED00002		\$1,103	
2400 2550 544001	Cap ENG Chargebacks	CIPWW	UT00303		\$1,096	
2400 2550 544001	Cap ENG Chargebacks	CIPWW	UT00191		\$990	
4550 4550 544001	Cap ENG Chargebacks	CIPST	EN00324		\$990	
4240 4240 544001	Cap ENG Chargebacks	CIPST	EN00011		\$978	
4550 4550 544001	Cap ENG Chargebacks	CIPST	EN00313		\$945	
7010 7075 544001	Cap ENG Chargebacks	CIPTC	EN00430		\$945	
1000 0310 544001	Cap ENG Chargebacks	CIPDR	COP0001		\$925	
7911 7911 544001	Cap ENG Chargebacks	CIPPK	CS00059		\$855	
7010 7075 544001	Cap ENG Chargebacks	CIPST	EN00241		\$853	
7920 7920 544001	Cap ENG Chargebacks	CIPRT	CS00091		\$832	
1000 0310 544001	Cap ENG Chargebacks	CIPPK	CS00022		\$824	
2400 2550 544001	Cap ENG Chargebacks	CIPWW	UT00309		\$816	
2050 2140 544001	Cap ENG Chargebacks	CIPWR	UT00303		\$793	
4251 4251 544001	Cap ENG Chargebacks	CIPPK	CS00091		\$781	
2002 2022 544001	Cap ENG Chargebacks	CIPPK	CS00022		\$771	
7010 7075 544001	Cap ENG Chargebacks	CIPST	EN00421		\$765	
4240 4240 544001	Cap ENG Chargebacks	CIPPK	EN00371		\$725	
4550 4550 544001	Cap ENG Chargebacks	CIPPK	CS00054		\$721	
4250 4250 544001	Cap ENG Chargebacks	CIPPK	EN00371		\$691	
2164 2224 544001	Cap ENG Chargebacks	CIPWR	UT00037		\$624	
4240 4240 544001	Cap ENG Chargebacks	CIPRT	CS00125		\$600	
4251 4251 544001	Cap ENG Chargebacks	CIPDR	EN00458		\$597	
1000 0310 544001	Cap ENG Chargebacks	CIPOF	PW00506		\$585	
2050 2140 544001	Cap ENG Chargebacks	CIPWR	UT00316		\$585	
4251 4251 544001	Cap ENG Chargebacks	CIPPK	CS00088		\$565	
2050 2140 544001	Cap ENG Chargebacks	CIPWR	UT00206		\$560	
7901 7901 544001	Cap ENG Chargebacks	CIPPK	CS00054		\$520	
4250 4250 544001	Cap ENG Chargebacks	CIPRT	CS00125		\$509	
2161 2221 544001	Cap ENG Chargebacks	CIPWR	UT00233		\$450	
2050 2140 544001	Cap ENG Chargebacks	CIPWR	ED00009		\$434	

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant			Debit	Credit
<u>Capital</u>					
2400 2550 544001	Cap ENG Chargebacks	CIPWW	UT00116	\$405	
2050 2140 544001	Cap ENG Chargebacks	CIPWR	EN00177	\$381	
2400 2550 544001	Cap ENG Chargebacks	CIPWW	UT00271	\$357	
7906 7906 544001	Cap ENG Chargebacks	CIPPK	CS00054	\$345	
7931 7931 544001	Cap ENG Chargebacks	CIPPS	PD00021	\$275	
4251 4251 544001	Cap ENG Chargebacks	CIPPS	PD00021	\$274	
7010 7075 544001	Cap ENG Chargebacks	CIPTC	EN00433	\$270	
2400 2550 544001	Cap ENG Chargebacks	CIPWW	ED00009	\$246	
7010 7075 544001	Cap ENG Chargebacks	CIPST	EN00480	\$200	
7010 7075 544001	Cap ENG Chargebacks	CIPST	PW00109	\$163	
2050 2140 544001	Cap ENG Chargebacks	CIPWR	UT00143	\$135	
4550 4550 544001	Cap ENG Chargebacks	CIPST	EN00241	\$116	
4251 4251 544001	Cap ENG Chargebacks	CIPRT	CS00088	\$109	
1000 0310 544001	Cap ENG Chargebacks	CIPDR	EN00458	\$100	
4240 4240 544001	Cap ENG Chargebacks	CIPPK	CS00054	\$100	
2400 2550 544001	Cap ENG Chargebacks	CIPWW	UT00321	\$90	
7000 7050 544001	Cap ENG Chargebacks	CIPST	PW00046	\$60	
2161 2221 544001	Cap ENG Chargebacks	CIPWR	UT00037	\$50	
7920 7920 544001	Cap ENG Chargebacks	CIPRT	COP0001	\$29	
4240 4240 544001	Cap ENG Chargebacks	CIPST	EN00241	\$20	
4240 4240 544001	Cap ENG Chargebacks	CIPOF	PD00018	\$14	
2050 2140 544001	Cap ENG Chargebacks	CIPWR	UT00271	\$2	
2002 2022 544001	Cap ENG Chargebacks	CIPOF	CB02015		\$771
4250 4250 544001	Cap ENG Chargebacks	CIPOF	CB02015		\$1,290
7930 7930 544001	Cap ENG Chargebacks	CIPOF	CB02015		\$1,520
7920 7920 544001	Cap ENG Chargebacks	CIPOF	CB02015		\$1,707
4240 4240 544001	Cap ENG Chargebacks	CIPOF	CB02015		\$8,112
2400 2550 544001	Cap ENG Chargebacks	CIPOF	CB02015		\$12,736
4251 4251 544001	Cap ENG Chargebacks	CIPOF	CB02015		\$22,190
7010 7075 544001	Cap ENG Chargebacks	CIPOF	CB02015		\$223,776

Comment: FY 2015 3rd Quarter Engineering chargebacks.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

#4621 - Non-Departmental - Gen Fund Capital Projects

2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00206	\$3,358	
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00330	\$2,910	
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00203	\$2,463	
2161	2221	544002	Cap MM Chargebacks	CIPWR	UT00117	\$2,463	
2400	2550	544002	Cap MM Chargebacks	CIPWW	UT00116	\$2,463	
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00459	\$2,463	
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00116	\$2,463	
7000	7050	544002	Cap MM Chargebacks	CIPST	PW00138	\$2,451	
4251	4251	544002	Cap MM Chargebacks	CIPDR	EN00458	\$1,149	
2400	2550	544002	Cap MM Chargebacks	CIPWW	UT00331	\$1,119	
2400	2550	544002	Cap MM Chargebacks	CIPWW	UT00296	\$1,119	
1970	1970	544002	Cap MM Chargebacks	CIPOF	PW00060	\$896	
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00316	\$896	
4251	4251	544002	Cap MM Chargebacks	CIPPK	CS00088	\$751	
7000	7050	544002	Cap MM Chargebacks	CIPST	COP0001	\$559	
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00359	\$448	
1000	0310	544002	Cap MM Chargebacks	CIPOF	COP0001	\$433	
2161	2221	544002	Cap MM Chargebacks	CIPWR	UT00272	\$287	
7010	7075	544002	Cap MM Chargebacks	CIPST	PW00138	\$235	
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00143	\$224	
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00472	\$224	
1000	0310	544002	Cap MM Chargebacks	CIPDR	EN00458	\$193	
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00272	\$160	
4251	4251	544002	Cap MM Chargebacks	CIPRT	CS00088	\$144	
1000	0310	544002	Cap MM Chargebacks	CIPPK	COP0001	\$91	
1000	0310	544002	Cap MM Chargebacks	CIPDR	COP0001	\$38	
1000	0310	544001	Cap ENG Chargebacks	CIPOF	CB02015		\$750
7010	7075	544001	Cap ENG Chargebacks	CIPOF	CB02015		\$5,833
4251	4251	544001	Cap ENG Chargebacks	CIPOF	CB02015		\$23,417

Comment: FY 2015 3rd Quarter Materials Management chargebacks.

#4627 - Non-Departmental - Gen Fund Capital Projects

2161	2221	540000	Land and Improvements	CIPWR	UT00117	\$8,486	
2161	2221	543002	Water System	CIPWR	UT00117		\$8,486

Comment: This transfer will realign budget to conform to project needs. The well site was acquired from State Lands and we will move available funding from construction account to land account within the "Wells - New Construction" project.

#4630 - Non-Departmental - Gen Fund Capital Projects

4810	4810	543001	Street System	CIPTC	PW00133	\$4,000	
7010	7075	543001	Street System	CIPTC	PW00133		\$4,000

Comment: This will adjust the funding source for the Traffic Signal Interconnect Project to recognize use of outside funds.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

#4657 - Non-Departmental - Gen Fund Capital Projects

2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00316	\$5,405	
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00472	\$2,703	
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00480	\$2,703	
2400	2550	544002	Cap MM Chargebacks	CIPWW	UT00323	\$2,392	
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00335	\$2,162	
7930	7930	544002	Cap MM Chargebacks	CIPPS	PD00021	\$1,985	
4251	4251	544002	Cap MM Chargebacks	CIPPK	CS00022	\$1,621	
1000	0310	544002	Cap MM Chargebacks	CIPOF	PW00350	\$1,351	
7000	7050	544002	Cap MM Chargebacks	CIPST	PW00025	\$1,351	
7000	7050	544002	Cap MM Chargebacks	CIPST	COP0001	\$1,351	
1000	0310	544002	Cap MM Chargebacks	CIPPK	COP0001	\$1,081	
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00266	\$889	
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00206	\$541	
2400	2550	544002	Cap MM Chargebacks	CIPWW	UT00116	\$541	
2400	2550	544002	Cap MM Chargebacks	CIPWW	UT00331	\$541	
7010	7075	544002	Cap MM Chargebacks	CIPTC	EN00170	\$541	
7000	7050	544002	Cap MM Chargebacks	CIPST	PW00138	\$494	
2400	2550	544002	Cap MM Chargebacks	CIPWW	UT00266	\$462	
4251	4251	544002	Cap MM Chargebacks	CIPPS	PD00021	\$359	
7931	7931	544002	Cap MM Chargebacks	CIPPS	PD00021	\$359	
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00323	\$311	
2161	2221	544002	Cap MM Chargebacks	CIPWR	UT00117	\$270	
4251	4251	544002	Cap MM Chargebacks	CIPDR	EN00458	\$232	
4150	4150	544002	Cap MM Chargebacks	CIPOF	ED00002	\$163	
4550	4550	544002	Cap MM Chargebacks	CIPOF	ED00002	\$90	
7010	7075	544002	Cap MM Chargebacks	CIPST	PW00138	\$47	
1000	0310	544002	Cap MM Chargebacks	CIPDR	EN00458	\$38	
1000	0310	544002	Cap MM Chargebacks	CIPOF	ED00002	\$17	
4810	4810	544001	Cap ENG Chargebacks	CIPOF	CB02015		\$30,000

Comment: CIP - 4th Quarter Materials Management Chargebacks.

#4658 - Non-Departmental - Gen Fund Capital Projects

4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00022	\$22,374	
4251	4251	544002	Cap MM Chargebacks	CIPPK	CS00022	\$9,014	
4810	4810	544001	Cap ENG Chargebacks	CIPOF	CB02015		\$31,388

Comment: CIP - Sports Complex Improvements - Move chargebacks from the MDA bond fund to the G.O. bond fund. By contract, the MDA bond fund has a maximum allowable amount for chargebacks, and the project has now hit this maximum amount.

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Capital

#4660 - Non-Departmental - Gen Fund Capital Projects

4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00022	\$36,585
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00459	\$15,900
4150	4150	544001	Cap ENG Chargebacks	CIPOF	ED00002	\$13,487
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00088	\$10,728
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00422	\$10,403
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00081	\$9,973
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00395	\$8,550
7000	7050	544001	Cap ENG Chargebacks	CIPST	COP0001	\$7,920
7010	7075	544001	Cap ENG Chargebacks	CIPTC	PW00133	\$7,628
4550	4550	544001	Cap ENG Chargebacks	CIPOF	ED00002	\$7,337
4550	4550	544001	Cap ENG Chargebacks	CIPRT	CS00125	\$6,573
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00330	\$6,548
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00203	\$6,503
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00206	\$5,715
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00335	\$5,625
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00243	\$5,445
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00480	\$5,435
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00116	\$5,265
4240	4240	544001	Cap ENG Chargebacks	CIPDR	EN00137	\$4,770
7010	7075	544001	Cap ENG Chargebacks	CIPTC	EN00170	\$4,365
2161	2221	544001	Cap ENG Chargebacks	CIPWR	UT00117	\$4,320
7010	7075	544001	Cap ENG Chargebacks	CIPST	ED00009	\$3,520
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00331	\$3,285
2161	2221	544001	Cap ENG Chargebacks	CIPWR	UT00272	\$3,153
4251	4251	544001	Cap ENG Chargebacks	CIPOF	PD00018	\$3,150
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00309	\$3,015
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00266	\$2,780
4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00088	\$2,754
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00472	\$2,745
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00359	\$2,520
7930	7930	544001	Cap ENG Chargebacks	CIPPS	PD00021	\$2,512
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00116	\$2,508
7010	7075	544001	Cap ENG Chargebacks	CIPTC	EN00348	\$2,295
7000	7050	544001	Cap ENG Chargebacks	CIPST	PW00025	\$2,160
4251	4251	544001	Cap ENG Chargebacks	CIPDR	EN00458	\$2,080
7911	7911	544001	Cap ENG Chargebacks	CIPPK	CS00059	\$2,025
4240	4240	544001	Cap ENG Chargebacks	CIPPK	CS00034	\$1,755
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00272	\$1,752
7920	7920	544001	Cap ENG Chargebacks	CIPRT	CS00125	\$1,670
4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00173	\$1,665

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant				Debit	Credit
<u>Capital</u>						
7010	7075	544001	Cap ENG Chargebacks	CIPST PW11190	\$1,620	
7000	7050	544001	Cap ENG Chargebacks	CIPST PW01001	\$1,575	
2050	2140	544001	Cap ENG Chargebacks	CIPWR UT00313	\$1,570	
2400	2550	544001	Cap ENG Chargebacks	CIPWW UT00191	\$1,530	
7001	7051	544001	Cap ENG Chargebacks	CIPST EN00177	\$1,519	
2400	2550	544001	Cap ENG Chargebacks	CIPWW UT00266	\$1,450	
1000	0310	544001	Cap ENG Chargebacks	CIPOF ED00002	\$1,406	
7906	7906	544001	Cap ENG Chargebacks	CIPPK CS00054	\$1,153	
7010	7075	544001	Cap ENG Chargebacks	CIPST EN00421	\$1,080	
7010	7075	544001	Cap ENG Chargebacks	CIPST EN00241	\$1,048	
2400	2550	544001	Cap ENG Chargebacks	CIPWW UT00309	\$1,035	
2400	2550	544001	Cap ENG Chargebacks	CIPWW UT00296	\$1,035	
4550	4550	544001	Cap ENG Chargebacks	CIPPK CS00054	\$963	
7920	7920	544001	Cap ENG Chargebacks	CIPPK CS00128	\$910	
4240	4240	544001	Cap ENG Chargebacks	CIPRT CS00091	\$809	
2400	2550	544001	Cap ENG Chargebacks	CIPWW UT00303	\$784	
4250	4250	544001	Cap ENG Chargebacks	CIPRT EN00371	\$692	
4251	4251	544001	Cap ENG Chargebacks	CIPDR EN00177	\$688	
2164	2224	544001	Cap ENG Chargebacks	CIPWR UT00037	\$667	
4240	4240	544001	Cap ENG Chargebacks	CIPRT CS00125	\$653	
1000	0310	544001	Cap ENG Chargebacks	CIPDR COP0001	\$630	
7010	7075	544001	Cap ENG Chargebacks	CIPTC EN00430	\$630	
2161	2221	544001	Cap ENG Chargebacks	CIPWR UT00233	\$605	
2400	2550	544001	Cap ENG Chargebacks	CIPWW UT00313	\$590	
2050	2140	544001	Cap ENG Chargebacks	CIPWR UT00303	\$566	
7010	7075	544001	Cap ENG Chargebacks	CIPST EN00177	\$564	
4250	4250	544001	Cap ENG Chargebacks	CIPRT CS00125	\$554	
7010	7075	544001	Cap ENG Chargebacks	CIPST EN00325	\$548	
4240	4240	544001	Cap ENG Chargebacks	CIPDR EN00482	\$540	
4251	4251	544001	Cap ENG Chargebacks	CIPRT CS00088	\$531	
1210	0350	544001	Cap ENG Chargebacks	CIPOF CS00179	\$480	
4251	4251	544001	Cap ENG Chargebacks	CIPPS PD00021	\$454	
7931	7931	544001	Cap ENG Chargebacks	CIPPS PD00021	\$454	
2050	2140	544001	Cap ENG Chargebacks	CIPWR ED00009	\$453	
4240	4240	544001	Cap ENG Chargebacks	CIPPK EN00371	\$393	
4250	4250	544001	Cap ENG Chargebacks	CIPPK EN00371	\$375	
4251	4251	544001	Cap ENG Chargebacks	CIPRT CS00128	\$363	
4240	4240	544001	Cap ENG Chargebacks	CIPST EN00011	\$360	
1000	0310	544001	Cap ENG Chargebacks	CIPDR EN00458	\$350	
2400	2550	544001	Cap ENG Chargebacks	CIPWW ED00009	\$257	
7920	7920	544001	Cap ENG Chargebacks	CIPRT CS00091	\$233	

Budget Amendment Schedule

Fiscal Year 2015 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant				Debit	Credit
<u>Capital</u>						
7010	7075	544001	Cap ENG Chargebacks	CIPST EN00479	\$228	
4251	4251	544001	Cap ENG Chargebacks	CIPPK CS00091	\$218	
2050	2140	544001	Cap ENG Chargebacks	CIPWR UT00329	\$203	
7010	7075	544001	Cap ENG Chargebacks	CIPTC EN00433	\$180	
4550	4550	544001	Cap ENG Chargebacks	CIPST EN00241	\$142	
2050	2140	544001	Cap ENG Chargebacks	CIPWR UT00143	\$135	
2400	2550	544001	Cap ENG Chargebacks	CIPWW UT00271	\$135	
4240	4240	544001	Cap ENG Chargebacks	CIPST EN00271	\$135	
4550	4550	544001	Cap ENG Chargebacks	CIPST EN00313	\$135	
4240	4240	544001	Cap ENG Chargebacks	CIPPK CS00054	\$134	
2050	2140	544001	Cap ENG Chargebacks	CIPWR EN00177	\$109	
7010	7075	544001	Cap ENG Chargebacks	CIPST EN00089	\$102	
2510	2630	544001	Cap ENG Chargebacks	CIPWW UT00171	\$95	
4240	4240	544001	Cap ENG Chargebacks	CIPOF CS00070	\$90	
7000	7050	544001	Cap ENG Chargebacks	CIPST PW00046	\$90	
4251	4251	544001	Cap ENG Chargebacks	CIPPK CS00128	\$85	
4550	4550	544001	Cap ENG Chargebacks	CIPST EN00089	\$78	
2400	2550	544001	Cap ENG Chargebacks	CIPWW UT00329	\$67	
7010	7075	544001	Cap ENG Chargebacks	CIPST PW00109	\$65	
2161	2221	544001	Cap ENG Chargebacks	CIPWR UT00037	\$53	
2509	2629	544001	Cap ENG Chargebacks	CIPWW UT00171	\$40	
2400	2550	544001	Cap ENG Chargebacks	CIPWW UT00256	\$29	
4240	4240	544001	Cap ENG Chargebacks	CIPST EN00241	\$25	
2050	2140	544001	Cap ENG Chargebacks	CIPWR UT00256	\$16	
7930	7930	544001	Cap ENG Chargebacks	CIPOF CB02015		\$4,140
1210	0350	544001	Cap ENG Chargebacks	CIPOF CB02015		\$4,456
7010	7075	544001	Cap ENG Chargebacks	CIPOF CB02015		\$8,328
2002	2022	544001	Cap ENG Chargebacks	CIPOF CB02015		\$21,572
4810	4810	544001	Cap ENG Chargebacks	CIPOF CB02015		\$36,660
4240	4240	544001	Cap ENG Chargebacks	CIPOF CB02015		\$90,459
4251	4251	544001	Cap ENG Chargebacks	CIPOF CB02015		\$105,510

Comment: CIP - 4th Quarter FY2015 Engineering Chargebacks.

Subtotal for Capital Amendments:	\$647,101	\$647,101
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Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Operating

#4662 - Non-Departmental - Non-Departmental

2050	2140	542006	Other Equipment	CIPWR UT00266	\$582,953
4550	4550	543001	Street System	CIPOF ED00002	\$416,310
2400	2550	542006	Other Equipment	CIPWW UT00266	\$121,590
7100	7150	524015	Repairs to Non-City Prop		\$66,934
2050	2140	543002	Water System	CIPWR UT00272	\$62,458
4150	4150	543001	Street System	CIPOF ED00002	\$61,703
4240	4240	543001	Street System	CIPST EN00271	\$61,346
2400	2550	543003	Wastewater System	CIPWW UT00331	\$59,476
1000	0310	520099	Other Professional Services	CIPOF PW00070	\$59,400
7545	7795	530019	Operational Supplies/Equipment		\$43,491
4251	4251	543004	Storm Drain System	CIPDR EN00177	\$30,077
2161	2221	543002	Water System	CIPWR UT00272	\$28,089
3400	3800	543007	IT Technology Systems	CIPOF IT00026	\$26,234
7010	7075	520099	Other Professional Services	CIPST EN00252	\$25,022
1000	0310	542006	Other Equipment	CIPOF PW00305	\$22,994
1000	1531	524004	Grounds/Detention R & M		\$22,196
3400	3800	543007	IT Technology Systems	CIPOF IT00021	\$10,101
7010	7075	543001	Street System	CIPST EN00472	\$9,825
1000	0310	543001	Street System	CIPOF ED00002	\$8,338
1000	0650	520012	Contract Labor		\$6,920
2050	2140	543002	Water System	CIPWR UT00323	\$6,823
2050	2140	543002	Water System	CIPWR UT00330	\$6,634
7000	7050	542006	Other Equipment	CIPOF PW00305	\$4,616
7010	7075	543007	IT Technology Systems	CIPTC EN00430	\$4,293
1000	0460	520504	Applicant Travel		\$2,641
2050	2140	542006	Other Equipment	CIPOF PW00305	\$2,333
3400	3800	543007	IT Technology Systems	CIPOF IT00025	\$2,247
1000	0650	520099	Other Professional Services		\$2,113
2400	2550	520099	Other Professional Services	CIPWW UT00256	\$1,724
1000	0310	543004	Storm Drain System	CIPDR EN00458	\$1,295
2400	2550	543003	Wastewater System	CIPWW UT00296	\$639
2400	2550	542006	Other Equipment	CIPOF PW00305	\$584
7010	7075	543001	Street System	CIPST EN00177	\$407
1000	0310	520099	Other Professional Services	CIPOF ED00002	\$383
2050	2140	543002	Water System	CIPWR EN00177	\$302
1000	0300	570000	Contingency		\$1,762,491

Comment: Carryover from FY2015 for P.O. rollovers. These items were encumbered in FY2015 but need a budget carryover to continue the PO in FY2016. This has no financial impact.

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Operating

#4663 - Police - Police Administration

7350	7500	530021	Computer Software	\$68,000	
7515	7765	510200	Wages-Overtime	\$47,417	
7350	7500	520511	Local Training/Meeting	\$22,800	
7525	7775	510200	Wages-Overtime	\$20,000	
7350	7500	542001	Electronic Equipment	\$14,000	
1000	1020	542001	Electronic Equipment	\$13,724	
7460	7710	510000	Salaries and Wages-Regular	\$12,696	
7507	7757	530001	Office and General Supplies	\$11,600	
7507	7757	530019	Operational Supplies/Equipment	\$9,262	
7545	7795	520510	Overnight Travel	\$7,100	
7545	7795	530019	Operational Supplies/Equipment	\$6,009	
7350	7500	530009	Wearing Apparel-General	\$5,000	
7430	7590	510200	Wages-Overtime	\$5,000	
7350	7500	530019	Operational Supplies/Equipment	\$4,900	
7507	7757	525008	Computer Software Supp & Maint	\$4,500	
7515	7765	522501	Advertising	\$4,180	
7507	7757	510200	Wages-Overtime	\$4,000	
7507	7757	523510	Telecomm Svc, Lease/Rentals	\$3,000	
7515	7765	530019	Operational Supplies/Equipment	\$1,200	
7507	7757	530021	Computer Software	\$1,000	
7507	7757	530028	Electronic Supplies/Equipment	\$650	
7990	7990	570000	Contingency		\$266,038

Comment: Carryover for Police Dept includes approved items in FY2015 not yet completed. E-Citation project \$13,724, GOHS Grant \$52,797, US Postal Inspection Grant \$5,000, and State Anti Racketeering \$114,700, Victims of Crime Act \$12,696, DOJ Assistance Grant \$34,012, Homeland Security Grant \$13,109, and Federal DEA Intergov Agreement \$20,000.

#4664 - Development and Engineering - Building Development

1000	0650	520099	Other Professional Services	\$26,500	
1000	0300	570000	Contingency		\$26,500

Comment: Carryover for Development and Engineering Dept includes approved items in FY2015 not yet completed. Accela Training Consultant \$26,500.

#4665 - Economic Development Services - Business and Real Estate Development

1000	0352	520099	Other Professional Services	\$185,953	
1000	0352	522099	Community Promotions	\$97,808	
1000	0300	570000	Contingency		\$283,761

Comment: Carryover for Economic Development Services Dept includes approved items in FY2015 not yet completed. EDIS PII \$16,553, EDIS Appraisals and Land Planning \$30,400, EDIS Financial Analysis \$30,000, EDIS Initiatives \$109,000, and Targeted Industry Sponsorships \$97,808.

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Operating

#4666 - Non-Departmental - Non-Departmental

1000	0300	522044	District at Large-Ironwood	\$30,000	
1000	0300	522045	District at Large-Palo Verde	\$30,000	
1000	0300	522046	District at Large-Pine	\$30,000	
1000	0300	520099	Other Professional Services	\$26,389	
1000	0300	522047	District at Large-Willow	\$10,420	
1000	0300	522043	District at Large-Acacia	\$3,092	
1000	0300	522099	Community Promotions	\$2,855	
1000	0300	522042	District at Large-Mesquite	\$2,019	
1000	0300	522040	Community Relations	\$1,975	
1000	0300	522041	District at Large-Mayor	\$1,303	
1000	0300	570000	Contingency		\$138,053

Comment: Carryover for Non-Departmental includes approved items in FY2015 not yet completed. Council District Funds \$129,291, Mid Decade Census project \$26,389, and Community Relations and Promotions \$4,830.

#4667 - Human Resources - Human Resources

1000	0070	540500	Buildings & Improvements	\$19,000	
1000	0080	520505	In-House Employee Trng	\$13,895	
1000	0300	570000	Contingency		\$32,895

Comment: Carryover for Human Resources Dept includes approved items in FY2015 not yet completed. Advanced Leadership Development program \$13,895 and remodel \$19,000.

#4670 - Municipal Court - Jud Coll Enh Fund-Local

8060	8060	510000	Salaries and Wages-Regular	\$43,044	
8060	8060	512000	Med/Dental/Life/Vis Insurance	\$32,000	
8061	8061	512000	Med/Dental/Life/Vis Insurance	\$15,294	
8060	8060	511501	Retirement-State	\$7,686	
8060	8060	511001	Social Security-OASDI	\$3,970	
8061	8061	511501	Retirement-State	\$3,843	
8061	8061	511001	Social Security-OASDI	\$1,985	
8061	8061	512500	Workers Compensation	\$1,601	
8060	8060	511002	Social Security-HI	\$928	
8061	8061	511002	Social Security-HI	\$464	
8061	8061	510000	Salaries and Wages-Regular		\$14,978
7990	7990	570000	Contingency		\$95,837

Comment: Carryover for Municipal Court includes approved items in FY2015 not yet completed. Judicial Assistants Grants (Div 8060 - \$87,628, Div 8061 - \$8,209)

#4676 - Economic Development Services - Business and Real Estate Development

1000	0300	570000	Contingency	\$1,154	
1000	0352	522099	Community Promotions		\$1,154

Comment: Carryover correction for Economic Development Services Dept. This is an adjustment to the original carryover for Targeted Industry Sponsorships of \$97,808, the final amount should be \$96,654 which is a reduction of \$1,154.

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Operating

#4684 - Community Services - Community Services Administration

1111	0120	541003	Imp Other Than Land/Buildings	\$90,000	
1000	1531	524002	Building R & M	\$53,155	
1111	0120	524004	Grounds/Detention R & M	\$39,800	
1000	1550	530016	Office Equipment & Furniture	\$7,500	
1000	1560	524004	Grounds/Detention R & M	\$4,400	
1111	0120	530034	Art Work - Non-Capital		\$7,500
1111	0120	570000	Contingency		\$50,000
1000	0300	570000	Contingency		\$137,355

Comment: Carryover for Community Services Dept for approved items in FY2015 not yet completed. Rio Vista Park ballfield sidewalks, seating wall, and skate park \$53,155; New chairs for Branch Library \$6,000; Shade Canopy for Parkridge dog park \$4,400; Arts projects \$122,300.

#4685 - Development and Engineering - CMAQ-91/Olive Intersec Improv

7800	7876	542505	Other Vehicles	\$231,215	
3150	3550	542505	Other Vehicles	\$28,785	
7990	7990	570000	Contingency		\$260,000

Comment: Carryover the \$260,000 budgeted in FY2015 for a new street sweeper. The city received a federal CMAQ grant that will pay \$231,215 toward the cost of the new sweeper, estimated at \$261,625. The balance will come from the Streets/Transit Equipment Reserve Fund.

#4687 - Fire-Medical - Homeland Security Grant - MMRS

7670	7870	510000	Salaries and Wages-Regular	\$13,800	
7670	7870	523510	Telecomm Svc, Lease/Rentals	\$5,900	
7990	7990	570000	Contingency		\$19,700

Comment: Carryover Homeland Security Grants from FY2015.

#4688 - Finance Utilities - Revenue Administration

1000	0460	520099	Other Professional Services	\$76,950	08386
1000	0300	570000	Contingency		\$76,950

Comment: Carryover for Finance Dept includes approved items in FY2015 not yet completed. NorthStar upgrade \$76,950.

#4689 - Information Technology - IT Operations

3300	3750	525008	Computer Software Supp & Maint	\$77,186	
3500	3850	543007	IT Technology Systems	\$53,465	11508
3300	3750	520099	Other Professional Services	\$27,300	
3500	3850	542007	Computer Software		\$22,000
1000	0300	570000	Contingency		\$135,951

Comment: Carryover for Information Technology Department includes approved items in FY2015 not yet completed. Pavement Management System -\$22,000; Security IDS/Core \$79,252; TaxMantra Server Upgrade \$8,260; CLASS Payment Server Upgrade \$970; NorthStar Server Upgrade \$2,520; FY15 GIS Aerials \$15,550; Fire EPCR Maint \$21,398; Time & Attendance System \$30,000.

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Operating

#4690 - Planning and Community Development - Community Dev Administration

7990	7990	570000	Contingency	\$15,573	
7110	7160	524015	Repairs to Non-City Prop		\$15,573

Comment: Carryover adjustment for Planning and Community Development Department - includes decrease in carryovers previously approved in FY2016 budget process as some funding was spent.

#4694 - Mayor and Council - Mayor & City Council

1000	0010	520510	Overnight Travel	\$6,000	
1000	0300	570000	Contingency		\$6,000

Comment: Carryover - Carryover adjustments for the Mayor and City Council. To be used for overnight travel expenses for Council Assistants.

Subtotal for Carryover - Operating Amendments: \$3,352,736 \$3,352,736

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Capital

#4674 - Non-Departmental - Gen Fund Capital Projects

4550	4550	570000	Contingency		\$1,773,125
2650	2860	570000	Contingency		\$500,000
7003	7053	570000	Contingency		\$500,000
7010	7075	543001	Street System	CIPTC EN00170	\$308,387
1210	0350	541003	Imp Other Than Land/Buildings	CIPOT CS00179	\$275,000
2400	2550	543003	Wastewater System	CIPWW UT00296	\$218,590
2161	2221	543002	Water System	CIPWR UT00117	\$214,791
7010	7075	543001	Street System	CIPST EN00359	\$203,449
2001	2021	541003	Imp Other Than Land/Buildings	CIPPK CS00022	\$159,174
2050	2140	543002	Water System	CIPWR UT00335	\$158,891
2050	2140	543002	Water System	CIPWR ED00009	\$141,178
7010	7075	543001	Street System	CIPST EN00395	\$139,310
4232	4232	540500	Buildings & Improvements	CIPPK CS00022	\$133,748
7010	7075	543001	Street System	CIPTC EN00348	\$116,582
7010	7075	543001	Street System	CIPST EN00177	\$100,000
7000	7050	543001	Street System	CIPST COP0001	\$95,465
2400	2550	543003	Wastewater System	CIPWW ED00009	\$81,076
4550	4550	543001	Street System	CIPST EN00241	\$80,003
2050	2140	543002	Water System	CIPWR UT00272	\$70,705
7010	7075	543001	Street System	CIPST EN00422	\$49,173
7911	7911	520099	Other Professional Services	CIPPK CS00059	\$38,170
7010	7075	543007	IT Technology Systems	CIPTC EN00430	\$37,457
1000	0310	543007	IT Technology Systems	CIPPK CS00022	\$36,788
7010	7075	540000	Land and Improvements	CIPST EN00459	\$30,000
1000	0310	543004	Storm Drain System	CIPDR EN00458	\$29,918
1000	0310	543001	Street System	CIPOF ED00002	\$27,941
4251	4251	543005	Park Improvements	CIPPK CS00088	\$25,000
7010	7075	543001	Street System	CIPST EN00325	\$25,000
4150	4150	543001	Street System	CIPOF ED00002	\$24,683
4240	4240	543001	Street System	CIPST EN00011	\$22,160
2400	2550	543003	Wastewater System	CIPWW UT00309	\$18,254
2050	2140	543002	Water System	CIPWR UT00309	\$17,546
4251	4251	543005	Park Improvements	CIPPK CS00173	\$16,371
7010	7075	543001	Street System	CIPST EN00241	\$15,075
7010	7075	540000	Land and Improvements	CIPST EN00116	\$15,000
7010	7075	543001	Street System	CIPST EN00243	\$13,109
2400	2550	543003	Wastewater System	CIPWW UT00313	\$12,904
4550	4550	543001	Street System	CIPST EN00313	\$10,000
7010	7075	543001	Street System	CIPST EN00480	\$10,000
2050	2140	520099	Other Professional Services	CIPWR UT00309	\$9,771

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant				Debit	Credit
<u>Carryover - Capital</u>						
4810	4810	543001	Street System	CIPST EN00214	\$9,646	
4810	4810	543001	Street System	CIPTC PW00133	\$8,000	
4550	4550	543001	Street System	CIPOF ED00002	\$5,137	
4810	4810	543001	Street System	CIPST EN00177	\$4,520	
2400	2550	543003	Wastewater System	CIPWW UT00331	\$3,925	
2050	2140	543002	Water System	CIPWR UT00330	\$3,366	
2400	2550	520099	Other Professional Services	CIPWW UT00309	\$3,257	
1000	0310	520099	Other Professional Services	CIPOF ED00002	\$800	
2400	2550	543003	Wastewater System	CIPWW UT00191	\$238	
7010	7075	543001	Street System	CIPST EN00472	\$175	
4250	4250	543005	Park Improvements	CIPRT CS00125		\$100
2161	2221	520099	Other Professional Services	CIPWR UT00117		\$613
4240	4240	520099	Other Professional Services	CIPOF PD00018		\$740
4240	4240	523014	Settlement Claims	CIPST EN00011		\$962
4250	4250	543005	Park Improvements	CIPPK EN00371		\$1,772
4240	4240	543005	Park Improvements	CIPRT CS00125		\$7,437
4150	4150	520099	Other Professional Services	CIPOF ED00002		\$7,864
7010	7075	543001	Street System	CIPTC PW00133		\$10,300
4251	4251	543005	Park Improvements	CIPRT CS00088		\$10,541
7010	7075	520099	Other Professional Services	CIPST EN00421		\$12,523
2050	2140	543002	Water System	CIPWR UT00313		\$14,209
7930	7930	540500	Buildings & Improvements	CIPPS PD00021		\$22,478
2510	2630	543003	Wastewater System	CIPWW UT00171		\$27,496
2161	2221	540000	Land and Improvements	CIPWR UT00117		\$28,799
1210	0350	525515	Svc Charges-Arts Commission	CIPPK CS00022		\$30,785
4240	4240	543005	Park Improvements	CIPPK CS00054		\$31,122
4251	4251	543007	IT Technology Systems	CIPOF PD00018		\$31,303
1210	0350	540500	Buildings & Improvements	CIPOF CS00022		\$35,000
4251	4251	543004	Storm Drain System	CIPDR EN00458		\$38,646
7010	7075	540000	Land and Improvements	CIPST PW00109		\$40,500
2050	2140	543002	Water System	CIPWR UT00203		\$41,985
7010	7075	542006	Other Equipment	CIPTC EN00433		\$50,769
7000	7050	543001	Street System	CIPST PW00025		\$54,708
4240	4240	543004	Storm Drain System	CIPDR EN00137		\$72,571
7010	7075	543001	Street System	CIPST EN00459		\$72,739
1000	0310	540500	Buildings & Improvements	CIPPK CS00022		\$76,563
4250	4250	543005	Park Improvements	CIPRT EN00371		\$85,915
7010	7075	543001	Street System	CIPST EN00116		\$89,279
4251	4251	540500	Buildings & Improvements	CIPOF PD00018		\$92,624
4550	4550	543001	Street System	CIPST EN00324		\$96,314
4240	4240	543005	Park Improvements	CIPRT CS00156		\$97,464

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
<u>Carryover - Capital</u>			
4240 4240 543005	Park Improvements CIPPK EN00371		\$215,000
4240 4240 540000	Land and Improvements CIPRT CS00156		\$247,200
4550 4550 543005	Park Improvements CIPRT CS00125		\$295,000
4810 4810 543001	Street System CIPST EN00324		\$310,410
4251 4251 540500	Buildings & Improvements CIPPK CS00022		\$533,633
7010 7075 543001	Street System CIPST ED00009		\$3,007,494

Comment: CIP Carryover - Engineering Department Final Carryover Adjustments FY15 to FY16.

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Capital

#4675 - Non-Departmental - Gen Fund Capital Projects

2050	2140	543002	Water System	CIPWR	UT00206	\$379,880	
7000	7050	543001	Street System	CIPST	PW00138	\$101,825	
7010	7075	543001	Street System	CIPST	PW11190	\$87,091	
4550	4550	543001	Street System	CIPST	PW13000	\$48,719	
7010	7075	543001	Street System	CIPST	PW00138	\$46,743	
1970	1970	540500	Buildings & Improvements	CIPOF	PW00060	\$33,100	
2400	2550	520099	Other Professional Services	CIPWW	UT00321	\$30,750	
2050	2140	542006	Other Equipment	CIPWR	UT00314	\$29,235	
2400	2550	520099	Other Professional Services	CIPWW	UT00256	\$28,066	
4251	4251	541003	Imp Other Than Land/Buildings	CIPOF	PW00995	\$25,730	
2050	2140	520099	Other Professional Services	CIPWR	UT00256	\$19,306	
4251	4251	543001	Street System	CIPST	PW00993	\$12,133	
1000	0310	542006	Other Equipment	CIPOF	PW00305	\$10,487	
2400	2550	520099	Other Professional Services	CIPWW	UT00323	\$7,871	
2400	2550	543003	Wastewater System	CIPWW	UT00307	\$5,973	
7000	7050	543001	Street System	CIPST	PW11160	\$4,943	
2400	2550	542006	Other Equipment	CIPWW	UT00314	\$2,713	
7000	7050	542006	Other Equipment	CIPOF	PW00305	\$2,376	
1970	1970	542006	Other Equipment	CIPOF	PW00050	\$1,707	
4251	4251	542006	Other Equipment	CIPOF	PW00510	\$1,513	
1000	0310	540500	Buildings & Improvements	CIPOF	PW11150	\$1,452	
2050	2140	542006	Other Equipment	CIPOF	PW00305	\$1,064	
7000	7050	543001	Street System	CIPST	PW00993	\$969	
1000	0310	542006	Other Equipment	CIPOF	PW00506	\$693	
1000	0310	520099	Other Professional Services	CIPOF	PW00070	\$600	
2050	2140	520099	Other Professional Services	CIPWR	UT00323	\$370	
2400	2550	542006	Other Equipment	CIPOF	PW00305	\$266	
4250	4250	543001	Street System	CIPST	PW00993	\$151	
2050	2140	542006	Other Equipment	CIPWR	UT00316		\$626
1000	0310	520099	Other Professional Services	CIPOF	PW00305		\$1,311
2400	2550	543003	Wastewater System	CIPWW	UT00323		\$2,456
2600	2760	542006	Other Equipment	CIPOF	PW00305		\$5,587
1000	0310	540500	Buildings & Improvements	CIPOF	PW00350		\$9,240
2400	2550	542006	Other Equipment	CIPWW	UT00333		\$22,270
7000	7050	543001	Street System	CIPST	PW01001		\$48,000
1000	0300	570000	Contingency				\$796,236

Comment: CIP Carryover - Public Works-Utilities Department Final Carryover Adjustments FY15 to FY16.

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Capital

#4679 - Non-Departmental - Gen Fund Capital Projects

1000	0310	543005	Park Improvements	CIPPK	COP0001	\$193,350	
1000	0310	542006	Other Equipment	CIPO	CS00157	\$60,000	
1000	0310	541003	Imp Other Than Land/Buildings	CIPO	CS00177	\$10,200	
1000	0300	570000	Contingency				\$263,550

Comment: CIP Carryover - Community Services Department Final Carryover Adjustments FY15 to FY16.

#4680 - Non-Departmental - Gen Fund Capital Projects

1000	0310	522006	City Partic-Outside Programs	CIPO	COP0001	\$38,647	
2400	2550	542006	Other Equipment	CIPWW	UT00326	\$2,362	
2050	2140	542006	Other Equipment	CIPWR	UT00326	\$34	
4251	4251	520099	Other Professional Services	CIPRT	CS00089		\$3,272
1000	0300	570000	Contingency				\$37,771

Comment: CIP Carryover - Police, Planning, and Finance Department Final Carryover Adjustments FY15 to FY16.

#4681 - Non-Departmental - Gen Fund Capital Projects

4251	4251	570000	Contingency			\$3,000,000	
1000	0300	570000	Contingency			\$1,656,751	
1210	0350	522070	Economic Development Programs	CIPO	ED00013	\$725,000	
1210	0350	540000	Land and Improvements	CIPO	ED00003	\$5,169	
1900	1900	522070	Economic Development Programs	CIPO	ED00008		\$37,000
4550	4550	522070	Economic Development Programs	CIPO	ED00010		\$190,599
1900	1900	522070	Economic Development Programs	CIPO	ED00015		\$347,489
1900	1900	522070	Economic Development Programs	CIPO	ED00010		\$852,634
1900	1900	522070	Economic Development Programs	CIPO	ED00013		\$972,698
4251	4251	540000	Land and Improvements	CIPO	ED00003		\$2,986,500

Comment: CIP Carryover - Economic Development Services Department Final Carryover Adjustments FY15 to FY16.

#4682 - Public Works - Water Supply

2050	2125	523503	Water Resource Fees			\$101,850	
2050	2050	570000	Contingency				\$101,850

Comment: CIP Carryover - Public Works-Utilities Department Final Carryover Adjustments FY15 to FY16. Carryover unspent funds from FY2015 for FY2015 NAUSP Maintenance Fees that are to be billed in FY2016.

#4686 - Non-Departmental - Gen Fund Capital Projects

1900	1900	522070	Economic Development Programs	CIPO	ED00015	\$90,000	
1000	0300	570000	Contingency				\$90,000

Comment: CIP - Correct carryover for Project ED00015, GE Avionics. Carryover adjustment was \$90K too low because of confusion about an FY15 expenditure accrual.

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit
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Carryover - Capital

#4691 - Economic Development Services - Economic Development

1900	1900	520099	Other Professional Services		\$176,204
1210	0350	524506	Building and Land Lease/Rental		\$25,635
1900	1900	524506	Building and Land Lease/Rental	CIPOF ED00010	\$14,085
1000	0300	570000	Contingency		\$187,754

Comment: Carryover for Economic Development Services Dept includes approved items in FY2015 not yet completed. Park West 2nd amendment \$100,000, Vistancia Pre-development \$76,204, a Plaza Lease for Bio Inspire \$25,635 and (\$14,085).

#4693 - Non-Departmental - Gen Fund Capital Projects

1210	0350	522070	Economic Development Programs	CIPOF ED00016	\$725,000
1210	0350	522070	Economic Development Programs	CIPOF ED00013	\$725,000

Comment: CIP - Correct carryover for Project ED00016, State Trailer Peoria. Funding was incorrectly carried over to Project ED00013, Trine University.

#4701 - Non-Departmental - Gen Fund Capital Projects

2400	2550	542006	Other Equipment	CIPWW UT00266	\$13,068
2400	2480	570000	Contingency		\$13,068

Comment: Carryover adjustment for UT00266 - SCADA Equipment Replacement. This adjustment was inadvertently left out of the previous carryover adjustments.

Subtotal for Carryover - Capital Amendments: \$13,501,854 \$13,501,854

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: August 11, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Maintenance Improvement District No. 1184, Sunset Ranch II Parcel J, 99th Avenue and Pinnacle Peak Road, South West Corner

Purpose:

This is a request for City Council to approve a Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1184, Sunset Ranch II Parcel J, 99th Avenue and Pinnacle Peak Road, South West Corner, as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Maintenance Improvement District;
2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and
3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

Background/Summary:

The purpose of the Maintenance Improvement District is for the operations, maintenance, repair and improvements to landscaping adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district. Until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, the additional charge to the residents will show as \$0.00 on their property tax bills.

Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition

and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1184, Sunset Ranch II Parcel J, 99th Avenue and Pinnacle Peak Road, South West Corner. In this special situation, in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law, and the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2016, the residents will receive an additional charge on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts. However, until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, the additional charge to the residents will be \$0.00. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

Previous Actions:

The final plat for Sunset Ranch II Parcel J was approved by the City on July 7, 2015 and recorded with the County.

Options:

A: The Maintenance Improvement District has been approved through the Development and Engineering Department. An option would be to not accept the proposed Maintenance Improvement District; although it should be noted that not approving the Maintenance Improvement District will prevent any additional charges from being assessed on the property tax bills for those properties located within the District, and any and all fees incurred by the City of Peoria as a result of assuming the maintenance responsibility would be paid using City of Peoria funds.

B: The other option would be to formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Petition for Formation, Resolution of Intention to Create, and Resolution Declaring Intention to Order.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance

responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fail.

Narrative:

The acceptance of this Maintenance Improvement District will allow any additional charges associated with the maintenance responsibilities should the Homeowner's Association fail, to be assessed on the property tax bill for the properties located within the District.

Exhibit(s):

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

Contact Name and Number: William Beloit, Engineering Technician II, x7573

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF PEORIA**

[1184]
MID#

[Sunset Ranch II Parcel J]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Sections 48-574 and 48-575, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 9.8 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
 - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
 - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the

_____ day of _____ 20_____.

<p>Woodside Encore @ Sunset Ranch, LLC _____ Print Property Owner Name Heather Davenport _____ Print Name 1811 S. Alma School Road, #190, Mesa, AZ 85210 _____ Address _____ Signature</p>	<p>Date: 5/6/15</p>	<p>Property (Tax Parcel Numbers) 200-10-023D, 040E _____</p>
<p>_____ Print Property Owner Name _____ Print Name _____ Address _____ Signature</p>	<p>Date: _____</p>	<p>Property (Tax Parcel Numbers) _____</p>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By _____
Mayor

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION NO. 2015-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1184 SUNSET RANCH II PARCEL J, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the Maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on a certain District; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City of Peoria living within the District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City of Peoria declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City of Peoria living within the District:

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

Section 1. Definitions.

In this Resolution, the following terms shall have the following meanings:

"Assessment Diagrams" shall mean those duplicate diagrams of the property contained in the Assessment District is to be filed with the Clerk and approved by the Mayor and Council.

"Assessment District" shall mean the lots, pieces or parcels of land lying within the boundaries described on Exhibit B attached hereto and as shown on the map on file with the City Engineer.

"City" shall mean the City of Peoria, Arizona.

"City Council" or "Council" shall mean the Mayor and Council of the City.

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

"Lots" shall mean all lots, pieces or parcels of land lying within the Assessment District.

"Parkways" shall mean those streets and rights-of-way which are designated in Exhibit B as "Parkways," and specifically those portions of Pedestrian Facilities, Parks, Retention, Detention and Storm Water Management Facilities included within or adjacent to the Assessment District.

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1184 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

Section 2. Declaration of Intention to Order an Improvement.

The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Peoria, Arizona, to order the following work, hereinafter "Work," to be performed, to wit:

The maintenance of all landscaping, including replacement of landscape materials, in the area generally described as follows:

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1184

The Mayor and Council of the City of Peoria, Arizona designate as parkways, those areas set forth on Exhibit "B" Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the Plans and Specifications hereby

approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1184.

Section 3. Determination of Need.

In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

Section 4. Preparation of Assessment Diagrams.

The City Engineer is hereby authorized and directed to prepare duplicate diagrams (Assessment Diagrams) of the property contained within the Assessment District. The diagrams shall show each separate lot, numbered consecutively, the approximate area in square feet of each lot, and the location of the lot in relation to the work proposed to be done.

Section 5. Exclusion of Certain Property.

Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

Section 6. Officers Not Liable.

In no event will the City of Peoria or any officer thereof be liable for any portion of the cost of said Improvement District nor for any delinquency of persons or property assessed.

Section 7. Annual Statement.

The City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the District as provided in A.R.S. § 48-574 and amendments thereto.

Section 8. Statutory Authority.

The Work and all proceedings pertaining thereto shall be performed under the provisions of Title 48, Article 2, specifically Section 48-574, and all amendments thereto and pursuant to Article I, Section 3, (8) of the Peoria City Charter.

Resolution No. 2015-82
MID 1184 Sunset Ranch II Parcel J
September 8, 2015
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Section 9. Delegation of Authority.

The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications and the Contract Documents.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 8th day of September, 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

Resolution No. 2015-82
MID 1184 Sunset Ranch II Parcel J
September 8, 2015
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CERTIFICATION OF CITY ENGINEER

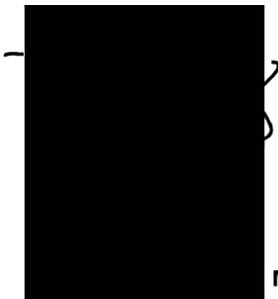
I hereby certify that I have read the description set out under the definition "Assessment District" and approve the same. I further certify that I have read the description set out under the definition "Work" and approve the same.

Andrew Granger, Development and
Engineering Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2015-82 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on September 8, 2015 and that a quorum was present there and that the vote thereon was _____ ayes and _____ nays. _____ were no vote or absent.

City Clerk, City of Peoria



**LEGAL DESCRIPTION
SUNSET RANCH II – PARCEL J
MAINTENANCE IMPROVEMENT DISTRICT NO. 1184**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE SOUTH 00°08'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 12.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 12.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°08'38" EAST, ALONG SAID EAST LINE, A DISTANCE OF 646.29 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 89°11'19" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 648.85 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 00°01'51" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 626.76 FEET TO A POINT ON THE CENTERLINE OF PINNACLE PEAK ROAD, AS SHOWN IN DOCUMENT NO. 2003-0873800, OFFICIAL RECORDS OF MARICOPA COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 06°49'17" EAST, A RADIAL DISTANCE OF 600.00 FEET;

THENCE EASTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°18'03", AN ARC DISTANCE OF 181.17 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 600.00 FEET;

Resolution No. 2015-82
MID 1184 Sunset Ranch II Parcel J
September 8, 2015
Page 8 of 11 Pages

PAGE 2 OF 2

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°21'38", AN ARC DISTANCE OF 118.97 FEET TO A POINT OF TANGENCY ON A LINE PARALLEL WITH AND 12.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°07'08" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 348.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 414,732 SQUARE FEET OR 9.5209 ACRES, MORE OR LESS.

EXHIBIT "B"

IS ON FILE IN THE

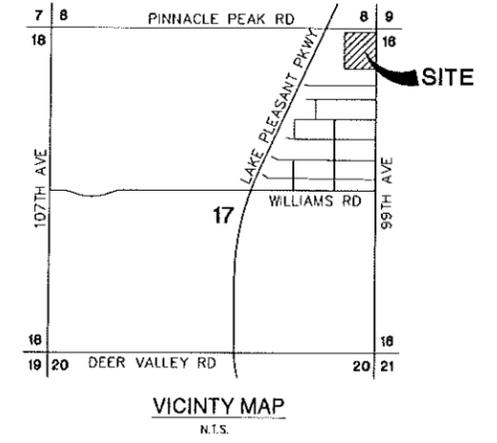
CITY OF PEORIA
CITY CLERK'S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

ASSESSMENT DIAGRAM MAINTENANCE IMPROVEMENT DISTRICT NO. 1184



SUNSET RANCH II - PARCEL J

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



MID BOUNDARY LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, BEING A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 17, BEING A CITY OF PEORIA BRASS CAP FLUSH, BEARS SOUTH 00°35' EAST, A DISTANCE OF 2633.22 FEET;

THENCE SOUTH 00°38'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 12.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 12.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°38'38" EAST, ALONG SAID EAST LINE, A DISTANCE OF 648.23 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

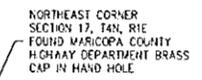
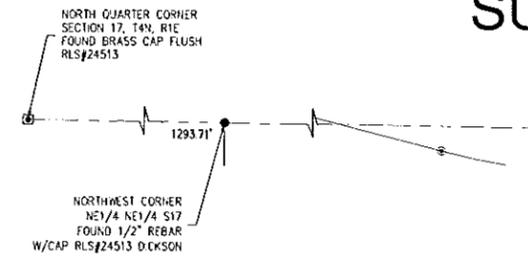
THENCE NORTH 89°11'19" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 648.65 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 00°15'11" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 626.76 FEET TO A POINT ON THE CENTERLINE OF PINNACLE PEAK ROAD, AS SHOWN IN DOCUMENT NO. 2003-0573500, OFFICIAL RECORDS OF MARICOPA COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONVEX NORTHERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 05°49'17" EAST, A RADIAL DISTANCE OF 600.00 FEET;

THENCE EASTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 171°03', AN ARC DISTANCE OF 181.17 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONVEX SOUTHERLY AND HAVING A RADIUS OF 600.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°21'38", AN ARC DISTANCE OF 118.97 FEET TO A POINT OF TANGENCY ON A LINE PARALLEL WITH AND 12.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 83°07'08" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 348.12 FEET TO THE POINT OF BEGINNING.



CIVIL ENGINEER

BOAMAN CONSULTING GROUP, LTD.
14100 NORTH 85TH AVENUE
SUITE 250
PEORIA, ARIZONA 85381
PHONE: 623.293.6981
CONTACT: SHELBY DUFFLESS

3603 CAMPBELL LLC
DOC 2005-0854069, M.C.R.
NOT - A - PART

LORVIG BEVERLY LEE
DOC 2007-1225923, M.C.R.
NOT - A - PART

STATE PLAT NO. 43
CAMINO A LAGO
BOOK 456, PAGE 06, M.C.R.
NOT - A - PART

OWNER/DEVELOPER

WOODSIDE ENCORE AT SUNSET RANCH LLC
1811 SOUTH ALMA SONORA ROAD
SUITE 150
MESA, ARIZONA 85210
PHONE: 480.755.6851
CONTACT: HEATHER DAVENPORT

TRACT AREA			
TRACT ID	TRACT USE	AREA (sq)	AREA (ac)
A	LANDSCAPE, OPEN SPACE, PUE, RETENED, MULTI-USE TRAIL, EASEMENT, SEWER EASEMENT & EMERGENCY ACCESS EASEMENT	39,047	0.8964
B	LANDSCAPE, OPEN SPACE & PUE	2,451	0.0570
C	LANDSCAPE, OPEN SPACE, & PUE	2,600	0.0459
D	LANDSCAPE, OPEN SPACE & PUE	1,155	0.0274
TOTAL		44,723	1.0267

BASIS OF BEARING

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

SOUTH 00 DEGREES 06 MINUTES 38 SECONDS EAST PER FINAL PLAT OF "SUNSET RANCH II - PARCEL C" BOOK 1111, PAGE 11, M.C.R.

LEGEND

- 190 DISTRICT BOUNDARY LINES
- LOT NUMBERS (TOTAL NO. OF LOTS = 28)
- PROPERTY CORNERS

STREET	STREET RIGHT OF WAY	AREA (sq)	AREA (ac)
PINNACLE PEAK ROAD	STREET RIGHT OF WAY	36,638	0.8411
99TH AVENUE	STREET RIGHT OF WAY	20,236	0.4645
MONTE LINDO	STREET RIGHT OF WAY	20,287	0.4657
99TH LANE	STREET RIGHT OF WAY	19,681	0.4518
NAVIGATOR LANE	STREET RIGHT OF WAY	20,287	0.4657
TOTAL		117,129	2.6889

NOTES:

THIS IMPROVEMENT DISTRICT IS FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE LANDSCAPING ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT AND DRAINAGE AND RETENTION FACILITIES WITHIN SUCH PROPOSED DISTRICT. SPECIFIC AUTHORIZATION IS INCLUDED IN THE ARIZONA REVISED STATUTES, TITLE 48, CHAPTER 4, ARTICLE 2, SECTION 574, AS AMENDED.

CERTIFICATION:

I, ANDREW GRANGER, DEVELOPMENT AND ENGINEERING DEPARTMENT DIRECTOR OF THE CITY OF PEORIA, ARIZONA, HEREBY CERTIFY THAT THIS IS THE ASSESSMENT DIAGRAM OF THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NUMBER 1184, FOR SUNSET RANCH II - PARCEL J SUBDIVISION, WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AND THAT A QUORUM WAS PRESENT.

ASSESSMENT DIAGRAM SUBMITTED THIS _____ DAY OF _____, 2015.

BY: _____
DISTRICT ENGINEER

MAINTENANCE IMPROVEMENT DISTRICT #1184

CITY OF PEORIA, ENGINEERING DEPT. 9875 N. 85TH AVE., PEORIA, AZ 85345 623-773-7210

drawn: CRS	date: 07/13/2015	scale: 1" = 80'	SHEET 1 OF 1
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P150028

**CITY OF PEORIA, ARIZONA
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1184, SUNSET RANCH II PARCEL J.

This notice is given pursuant to the provisions of Title 48, Chapter 4, Article 2, Sections 48-571 to 48-619, both inclusive, Arizona Revised Statutes, as amended.

On the 8th day of September, 2015 the Mayor and Council of the City of Peoria adopted Resolution No. 2015-83; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1184, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

Any owner, or any other person having an interest in any lot, piece or parcel of land situated within the above-described assessment district, who claims that any of the provisions, acts or proceedings relative to the above described improvements are irregular, defective, illegal, erroneous or faulty, may file with the City Clerk, Room 150, 8401 West Monroe Street, Peoria, Arizona 85345, within 15 days from the date of the first publication of this notice, a written notice specifying in what way said acts or proceedings are irregular, defective, illegal, erroneous or faulty.

Further information concerning City of Peoria Maintenance Improvement District No. 1184 may be obtained by contacting Mr. Andrew Granger, Development and Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7215.

DATED AND SIGNED this _____ day of _____, 2015.

Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2015-83

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1184, SUNSET RANCH II PARCEL J; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, THAT:

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1184.

The estimate of the cost and expenses for the maintenance of the landscaping on file with the Superintendent of Streets and the City Clerk is approved and adopted by the Mayor and Council of the City.

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels

of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1184 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1184 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1184 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1184.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1184 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 4. The majority of owners of all of the real property within the proposed district have executed a Petition for formation of a Maintenance Improvement District and the City Council has verified the ownership of the property. Publication and posting of the notice of the passage of the Resolution of Intention will be completed as prescribed by the State Statues.

SECTION 5. Any Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the

Resolution No. 2015-83
MID 1184 Sunset Ranch II Parcel J
September 8, 2015
Page 3 of 7 Pages

City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 8th day of September, 2015.

CITY OF PEORIA, an Arizona
municipal corporation

Cathy Carlat, Mayor

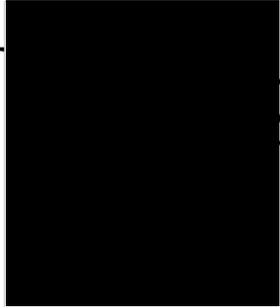
ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

May 27, 2015
PROJECT # 9620-01-009



**LEGAL DESCRIPTION
SUNSET RANCH II – PARCEL J
MAINTENANCE IMPROVEMENT DISTRICT NO. 1184**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE SOUTH 00°08'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 12.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 12.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°08'38" EAST, ALONG SAID EAST LINE, A DISTANCE OF 646.29 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 89°11'19" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 648.85 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

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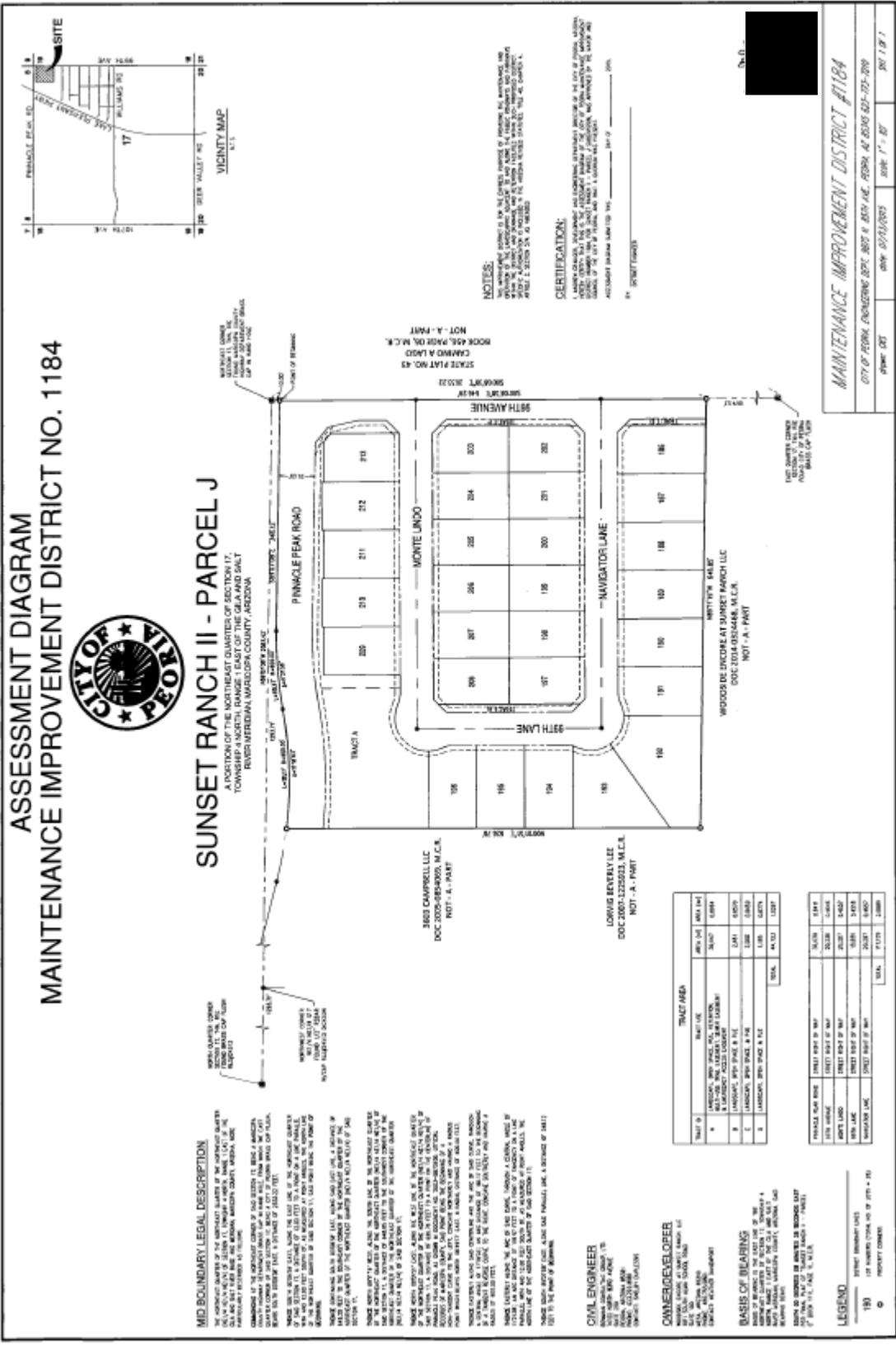
THENCE SOUTH 89°07'08" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 348.12 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 414,732 SQUARE FEET OR 9.5209 ACRES, MORE OR LESS.

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK'S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C

Date Prepared: August 11, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Street Light Improvement District No. 1109 Sunset Ranch II Parcel J, 99th Avenue and Pinnacle Peak Road, South West Corner

Purpose:

This is a request for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1109 Sunset Ranch II Parcel J, 99th Avenue and Pinnacle Peak Road, South West Corner, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and street light plans must be approved by the City of Peoria (City) prior to recordation of the Street Light Improvement District.
2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Street Light Improvement District.
3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

Background/Summary:

The purpose of the Streetlight Improvement District is for the purchase of electricity for lighting the streets and public parks within the proposed district.

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1109 Sunset Ranch II Parcel J, 99th Avenue and Pinnacle Peak Road, South West Corner. In this special situation, in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law, and the Council may then immediately adopt a Resolution

Ordering the improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2016, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. In accordance with state statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

Previous Actions:

The final plat for Sunset Ranch II Parcel J was approved by the Council on July 7, 2015.

Options:

A: The Street Light Improvement District has been approved through the Development and Engineering Department. An option would be to not accept the proposed Street Light Improvement District; although it should be noted that not approving the Street Light Improvement District will prevent the purchase of electricity for lighting the streets and public parks within the proposed district from being assessed on the property tax bill.

B: The other option would be to formally approve the Street Light Improvement District to allow for the taxing district to be recorded and fees assessed to the property tax bills.

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Petition for Formation, Resolution of Intention, and Resolution Ordering the Improvements.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Street Light Improvement District. However, the City would incur the cost associated with the purchase of electricity for lighting the streets and public parks within the proposed district should the taxing district not be approved and recorded.

Narrative:

The acceptance of this Street Light Improvement District will allow the purchase of electricity for lighting the streets and public parks within the proposed district to be assessed on the property tax bill for the properties located within the District.

Exhibit(s):

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention

Exhibit 3: Proposed Resolution Ordering the Improvements

Contact Name and Number: William Beloit, Engineering Technician II x7573

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF PEORIA**

[1109]

SLID#

[Sunset Ranch II Parcel J]

Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Section 48-617, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Street Light Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned states agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A", which is attached hereto and incorporated herein by reference. The proposed district consists of 9.8 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the purchase of electricity for lighting the streets and public parks within the proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is the purchase of electricity for lighting the streets and public parks within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
 - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work;
 - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the _____
day of _____ 20____.

<u>Woodside Encore @ Sunset Ranch, LLC</u> Print Property Owner Name Heather Davenport <hr/> Print Name 1811 S. Alma School Rd, #190, Mesa, AZ 85210 <hr/> Address [REDACTED] <hr/> Signature 	Date: <u>5/6/15</u>	Property (Tax Parcel Numbers) 200-10-023D, 040E <hr/>
<hr/> Print Property Owner Name <hr/> Print Name <hr/> Address <hr/> Signature	Date: <hr/>	Property (Tax Parcel Numbers) <hr/>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By _____
Mayor

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION NO. 2015-84

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1109, SUNSET RANCH II PARCEL J; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, THAT:

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights on file with the Superintendent of Streets and the City Clerk is approved and adopted by the Mayor and Council of the City.

SECTION 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the purchase of electricity be

chargeable upon a district to be known and designated as the City of Peoria Streetlight Improvement District No. 1109 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the purchase of electricity for streetlights to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1109 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1109 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1109.

SECTION 3. The costs and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Streetlight Improvement District No. 1109 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 4. The majority of owners of all of the real property within the proposed district have executed a Petition for formation of a Streetlight Improvement District and the City Council has verified the ownership of the property. Publication and posting of the notice of the passage of the Resolution of Intention will be completed as prescribed by the State Statutes.

SECTION 5. Any Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Resolution No. 2015-84
SLID 1109 Sunset Ranch II Parcel J
September 8, 2015
Page 3 of 7 Pages

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 8th day of September, 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



**LEGAL DESCRIPTION
SUNSET RANCH II – PARCEL J
STREET LIGHT IMPROVEMENT DISTRICT NO. 1109**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE SOUTH 00°08'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 12.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 12.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°08'38" EAST, ALONG SAID EAST LINE, A DISTANCE OF 646.29 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 89°11'19" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 648.85 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 00°01'51" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 626.76 FEET TO A POINT ON THE CENTERLINE OF PINNACLE PEAK ROAD, AS SHOWN IN DOCUMENT NO. 2003-0873800, OFFICIAL RECORDS OF MARICOPA COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 06°49'17" EAST, A RADIAL DISTANCE OF 600.00 FEET;

THENCE EASTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°18'03", AN ARC DISTANCE OF 181.17 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 600.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°21'38", AN ARC DISTANCE OF 118.97 FEET TO A POINT OF TANGENCY ON A LINE PARALLEL WITH AND 12.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°07'08" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 348.12 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 414,732 SQUARE FEET OR 9.5209 ACRES, MORE OR LESS.

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK'S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

RESOLUTION NO. 2015-85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1109 SUNSET RANCH II PARCEL J PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 8th day of September, 2015, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2015-84, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1109; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2015-84 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2015-84, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1)

inch in height. Said notices stated the fact of the passage of said Resolution of Intention No. 2015-84 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2015-84 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, no protests against the proposed improvement and no objections to the extent of the District were filed with the Clerk of the City during the time prescribed by law; and

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2015-84; and

WHEREAS, the City Engineer acting as District Engineer has prepared and presented to the Mayor and Council of the City duplicate diagrams of the property contained within the District ("the Diagram") and legal description copies of which are attached and incorporated as Exhibits A and B.

NOW THEREFORE IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, as follows:

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2015-84 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

Section 2. The Superintendent of Streets of the City is authorized and directed to prepare and execute the notice of the passage of this Resolution, which is attached as Exhibit B. Such notice shall be posted and published as provided by law.

Section 3. That the Diagram, as prepared and presented to the Mayor and Council of the City is approved by the Mayor and Council of the City.

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 8th day of September, 2015, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

Resolution No. 2015-85
SLID 1109 Sunset Ranch II Parcel J
September 8, 2015
Page 3 of 8 Pages

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 8th day of September, 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



**LEGAL DESCRIPTION
SUNSET RANCH II – PARCEL J
STREET LIGHT IMPROVEMENT DISTRICT NO. 1109**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE SOUTH 00°08'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 12.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 12.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°08'38" EAST, ALONG SAID EAST LINE, A DISTANCE OF 646.29 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 89°11'19" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 648.85 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 00°01'51" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 626.76 FEET TO A POINT ON THE CENTERLINE OF PINNACLE PEAK ROAD, AS SHOWN IN DOCUMENT NO. 2003-0873800, OFFICIAL RECORDS OF MARICOPA COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 06°49'17" EAST, A RADIAL DISTANCE OF 600.00 FEET;

THENCE EASTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°18'03", AN ARC DISTANCE OF 181.17 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 600.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°21'38", AN ARC DISTANCE OF 118.97 FEET TO A POINT OF TANGENCY ON A LINE PARALLEL WITH AND 12.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°07'08" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 348.12 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 414,732 SQUARE FEET OR 9.5209 ACRES, MORE OR LESS.

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK'S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

**CITY OF PEORIA, ARIZONA
NOTICE**

**OF THE PASSAGE OF A RESOLUTION ORDERING
THE IMPROVEMENT CONSISTING OF
AUTHORIZING THE PURCHASE OF ELECTRICITY
FOR LIGHTING THE STREETS AND PUBLIC PARKS
FOR THE IMPROVEMENT DISTRICT KNOWN AS
CITY OF PEORIA STREETLIGHT IMPROVEMENT
DISTRICT NO. 1109 SUNSET RANCH II PARCEL J**

This notice is given pursuant to the provisions of Title 48, Chapter 4, Article 2, Sections 48-571 to 48-619, both inclusive, Arizona Revised Statutes, as amended.

On the 8th day of September, 2015, the Mayor and Council of the City of Peoria adopted Resolution No. 2015-85; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1109, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

Any owner, or any other person having an interest in any lot, piece or parcel of land situated within the above-described assessment district, who claims that any of the provisions, acts or proceedings relative to the above described improvements are irregular, defective, illegal, erroneous or faulty, may file with the City Clerk, Room 150, 8401 West Monroe Street, Peoria, Arizona 85345, within 15 days from the date of the first publication of this notice, a written notice specifying in what way said acts or proceedings are irregular, defective, illegal, erroneous or faulty.

Further information concerning City of Peoria Streetlight Improvement District No. 1109 may be obtained by contacting Mr. Andrew Granger, Development and Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2015.

Andrew Granger, P.E.
Superintendent of Streets
City of Peoria, Arizona

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: August 19, 2015

Council Meeting Date: September 8, 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. 2015-100

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.

Trilogy West (Trunk Line Sewer)
SMT Investors Limited Partnership
EASEMENT FOR PUBLIC SEWER LINE
Maricopa County Recording No. 20150595835
(Project No. R150004/Deed # 15-017)

Jomax Rd. to Dixileta Pkwy.

Trilogy West (Trunk Line Sewer)
SMT Investors Limited Partnership
EASEMENT FOR PUBLIC SEWER LINE
Maricopa County Recording No. 20150595839
(Project No. R150004/Deed # 15-018)

Jomax Rd. to Dixileta Pkwy.

Resolution No. 2015-100
Acceptance of Deeds and Easements
September 8, 2015
Page: 2 of 3

Well Site
Arizona State Land Department
EASEMENT FOR RIGHT OF WAY
Maricopa County Recording No. 20150542033
(State Land R/W No. 16-116828)

Lake Pleasant Parkway/Loop
303

Well Site
Arizona State Land Department
LAND PATENT
Maricopa County Recording No. 20150538485
(State Land Patent No. 53-116899-01)

Lake Pleasant Parkway/Loop
303

Clean Up
Little Apple Capital LLC
QUIT CLAIM DEED
Maricopa County Recording No. 20150510639

South side of Thunderbird
Road, West of 94th Drive

Land Assembly
DPU, LLC and Mangat Investments I, LLC
SPECIAL WARRANTY DEED
Maricopa County Recording No. 20150455512

SWC Peoria Avenue and
Loop 101

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.

Resolution No. 2015-100
Acceptance of Deeds and Easements
September 8, 2015
Page: 3 of 3

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona, this 8th day of September, 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: 12C

Date Prepared: August 20, 2015

Council Meeting Date:

September 8, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Temporary Construction Easements, Northwest of Jomax and Dysart Roads

Purpose:

This is a request for City Council to authorize the acceptance and execution of two Temporary Right of Entry and Temporary Construction Easement Agreements to allow construction activities for the trunk line sewer associated with the Trilogy West development.

Background/Summary:

Development in north Peoria has triggered the need for additional infrastructure to provide service to new and future development. These temporary land right will allow for stockpiling and any necessary grading for construction of a new trunk line sewer.

Previous Actions:

The location of this temporary land rights was determined during the design of the sewer line.

Options:

- A:** City Council accepts and authorizes the execution of the Temporary Right of Entry and Temporary Construction Easement Agreements.
- B:** City Council chooses not to accept and authorize the execution of the agreements which may result in potential safety hazards due to limited construction area and delays to the project.

Staff's Recommendation:

Staff recommends the acceptance of the temporary land rights and designates the City Manager to execute the Temporary Right of Entry and Temporary Construction Easement Agreements.

Fiscal Analysis:

There is no fiscal impact to the City associated with accepting these agreements.

Narrative:

Acceptance and execution of these agreements will provide for the location the temporary land rights and allows additional area for construction related activities.

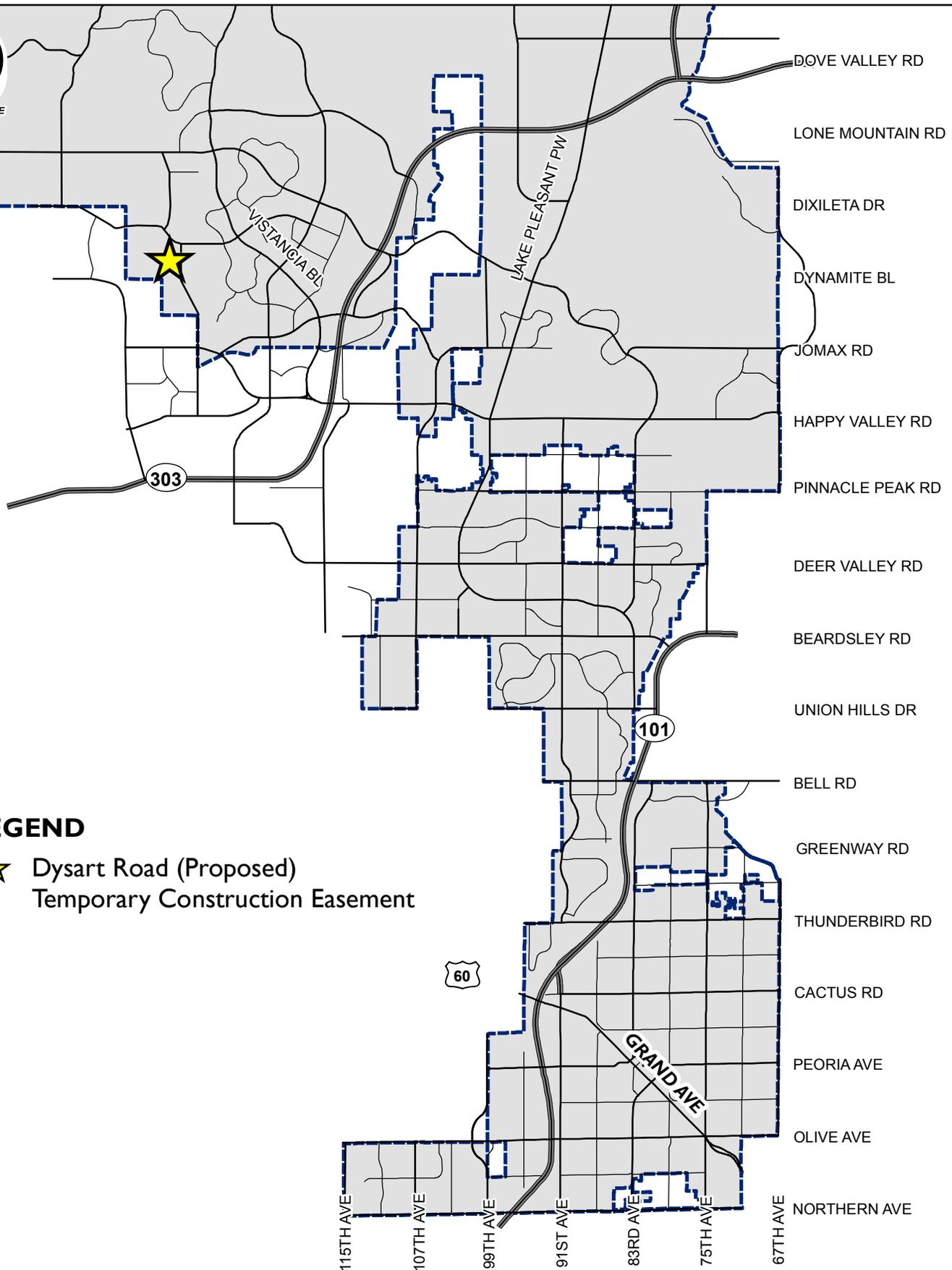
Exhibit(s):

Exhibit 1: Vicinity Map

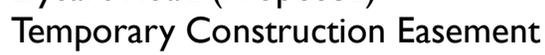
Exhibit 2: Location Map

Exhibit 3: Temporary Right of Entry and Temporary Construction Easement Agreements

Contact: Angela Manuel, Real Property Coordinator, (623) 773-7728

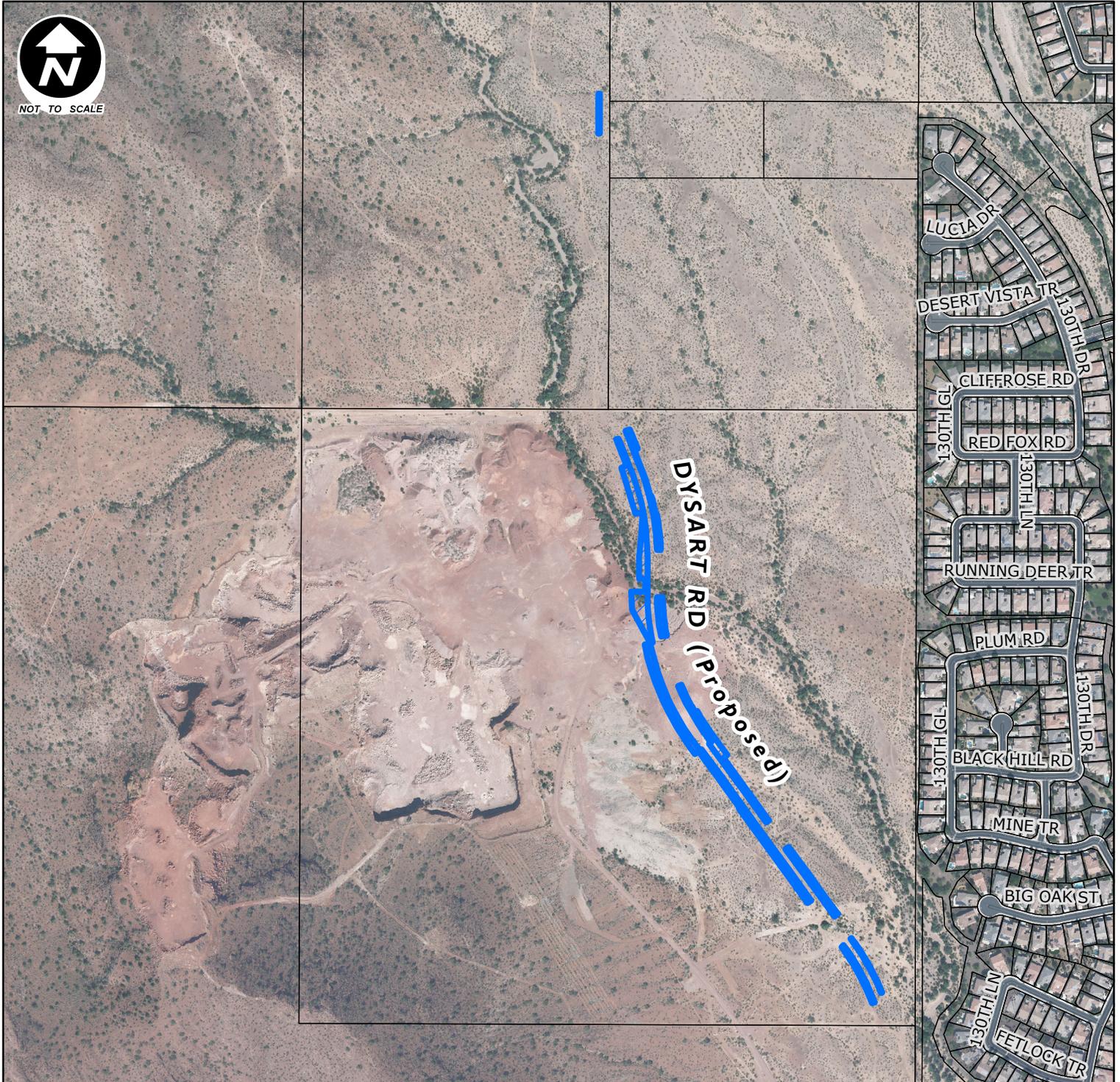


LEGEND

-  Dysart Road (Proposed)
-  Temporary Construction Easement



NOT TO SCALE



LEGEND



Temporary Construction Easement



Parcel



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

When recorded mail to:

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

**TEMPORARY RIGHT-OF-ENTRY AND TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Right of Entry and Temporary Construction Easement (the "Agreement") is entered this ____ day of _____, 20____ by and between the following parties:

GRANTOR: SMT Investors Limited Partnership an Arizona limited partnership, **SCM -Neal, LLLP** an Arizona limited liability limited Partnership, **SCM -Whiteman, LLLP** an Arizona limited liability limited Partnership, **SCM -Zaharis, LLLP** an Arizona limited liability limited Partnership, **SCM -Wilson, LLLP** an Arizona limited liability limited Partnership, **SCM D Hat, LLLP** an Arizona limited liability limited Partnership, **SCM Lasky, LLLP** an Arizona limited liability limited Partnership, **SCM Spectrum, LLLP** an Arizona limited liability limited Partnership, **SCM -POG, LLLP** an Arizona limited liability limited Partnership, **SCM Wayne, LLLP** an Arizona limited liability limited Partnership, **SCM Pendleton, LLLP** an Arizona limited liability limited Partnership, **SCM K Neal, LLLP** an Arizona limited liability limited Partnership, **SCM KDL, LLLP** an Arizona limited liability limited Partnership, **Doodlebug Investments, LLLP** an Arizona limited liability limited partnership and **GYF Investments, LLLP** an Arizona limited liability limited partnership.

**GRANTEE: City of Peoria, an Arizona municipal corporation
And its designated representatives**

**Project Number:
Project Name:
Assessor Parcel #: 503-52-036
Address: N/A**

RECITALS

WHEREAS, GRANTOR represents that it is the fee title owner of the real property (the "Property") subject to this Temporary Right of Entry and Temporary Construction Easement Agreement (the "Agreement".) The Property is legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference; and

WHEREAS, the GRANTEE has requested a Temporary Right of Entry and Temporary Construction Easement to enter the Property for the purpose of constructing a sewer line.

NOW, THEREFORE, the GRANTOR, who is in possession of the Property, hereby grants to GRANTEE a Temporary Right of Entry and Temporary Construction Easement upon the following terms and conditions:

1. Each and every recital set forth above is incorporated in the full text hereof as though fully restated.
2. GRANTOR agrees to furnish access to the Property at no cost to the GRANTEE. This Agreement shall remain in effect for 270 days, unless extended by mutual agreement.
3. A Temporary Right of Entry and Temporary Construction Easement is hereby granted to GRANTEE by GRANTOR on, over, under and across the Property for the express, limited purpose of constructing a sewer line. GRANTOR hereby reserves all such rights and privileges in the Property as may be used and enjoyed by GRANTOR without interfering with or abridging the rights conveyed to GRANTEE herein, and subject also to all existing easements for public roads and highways, public utilities and pipelines.
4. The purpose of this Temporary Right of Entry and Temporary Construction Easement Agreement is to allow the GRANTEE to construct a sewer line, including all incidental purposes consistent therewith.
5. Any use of the Property by GRANTEE, its successors and assigns, shall be subject to all federal, state and local laws and ordinances with respect to the State of Arizona's water quality standards, federal National Pollution Discharge Elimination Standards (NPDES) storm water regulations, and all applicable and appropriate environmental regulations, and land use laws, including but not limited to floodplain regulations.
6. GRANTOR hereby covenants that they are granting this Temporary Right of Entry and Temporary Construction Easement Agreement only to the extent of any interest that they may have in the Property.

7. To the extent permitted by law, GRANTEE agrees to indemnify and defend GRANTOR, or any of its officers, agents or employees, from and against loss, expense, damage, or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the non-performance by the GRANTEE of any of its obligations under the provisions of this Agreement. GRANTOR shall in all instances be indemnified against liability, losses and damages of any nature for or on account of injuries to or death of persons or damages to or destruction of property arising out of the GRANTEE'S performance or non-performance of this agreement, except such injury or damages as shall have been occasioned by the sole or joint negligence of GRANTOR or any of its officers, agents or employees, and shall include, in the event of action, court costs, expenses for litigation, and reasonable attorney's fees.
8. This Agreement shall run with the land and shall be binding upon the parties and GRANTOR'S successors and assigns.
9. GRANTEE will abstain from all activities that would lead to environmental contamination, keep the Property weed free and upon completion, grade off GRANTOR'S property to a condition equal to its present condition.
10. GRANTEE hereby agrees to defend and hold GRANTOR harmless from and to defend and indemnify GRANTOR, its directors, officers and employees against any and all liabilities, losses, costs, damages and expenses of any kind, including without limitation, reasonable attorneys fees and costs, arising out of the negligent, willful or illegal actions or omissions of GRANTEE which relate to the use of or any occurrence on the Property as described in Exhibit "A". This indemnity shall survive the completion of or termination of this Agreement.
11. At a minimum, during the term of this Agreement, and at its own cost and expense, the GRANTEE shall obtain and maintain the following insurance coverages or a program of self-insurance offering similar coverage levels:
 - a. Commercial and comprehensive general liability and errors and omissions insurance in amounts not less than \$2,000,000 per occurrence and \$5,000,000 annual aggregate for all covered claims.
 - b. Workers' compensation insurance and other insurance as required by law.

Upon demand, GRANTEE agrees to provide GRANTOR with a certificate of insurance or other reasonable documentation verifying that they have complied with the terms of this Section. To the extent possible, GRANTEE shall secure an endorsement from its insurer providing that the requesting party shall be provided at least thirty-(30) calendar days prior written notice of any proposed cancellation or change in insurance carriers or coverage.

12. Upon completion of this Agreement or if this Agreement is terminated for any reason, GRANTEE shall immediately, at its sole cost and expense, remove all of its personal property from the Property and return the Property to its previous condition.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

SMT Investors Limited Partnership

an Arizona limited partnership

By: CCT Investors, LLC
an Arizona limited liability company
Its General Partner

By: Cowley Companies, Inc.,
an Arizona corporation
Its Manager

By: 
Michael T. Cowley, President

SCM -Neal, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM -Whiteman, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM -Zaharis, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM -Wilson, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM D Hat, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM Lasky, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

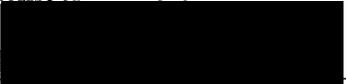
SCM Spectrum, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

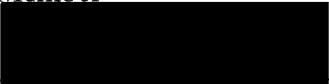
SCM -POG, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM Wayne, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM Pendleton, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM K Neal, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM KDL, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

Doodlebug Investments, LLLP

an Arizona limited liability limited partnership

By: CCT Investors, LLC
an Arizona limited liability company
Its General Partner

By: Cowley Companies, Inc.,
an Arizona corporation
Its Manager

By: 
Michael T. Cowley, President

GYF Investments, LLLP

an Arizona limited liability limited partnership

By: CCT Investors, LLC
an Arizona limited liability company
Its General Partner

By: Cowley Companies, Inc.,
an Arizona corporation
Its Manager

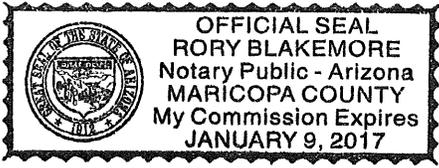
By: 
Michael T. Cowley, President

San Isidro Six Investments, LLC
an Arizona limited liability company

By: 
Michael Norberg, Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 1st day of July, 2015, by Michael Norberg, the Manager of San Isidro Six Investments, LLC, an Arizona limited liability company, on behalf thereof.




Notary Public

Gregory Y. Fletcher, Suzette C. Tyler and Jeffrey L. Neal, as Trustees of
the AN and DC Irrevocable Trust

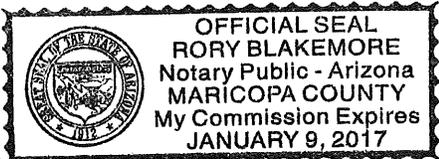
By: [Redacted]
Gregory Y. Fletcher, Trustee

By: [Redacted]
Suzette C. Tyler, Trustee

By: [Redacted]
Jeffrey L. Neal, Trustee

STATE OF ARIZONA)
) ss.
County of Maricopa)

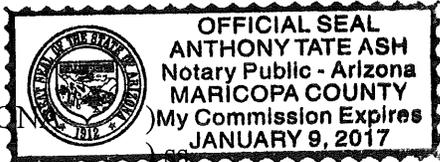
The foregoing was acknowledged before me this 1st day of July, 2015, by Gregory Y. Fletcher, as a Trustee of the AN and DC Irrevocable Trust, on behalf thereof.



[Redacted]
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

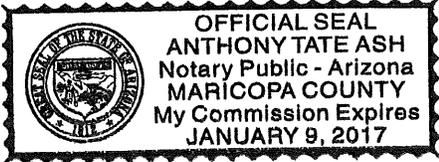
The foregoing was acknowledged before me this 14th day of July, 2015, by Suzette C. Tyler, as a Trustee of the AN and DC Irrevocable Trust, on behalf thereof.



[Redacted]
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 15th day of July, 2015, by Jeffrey L. Neal, as a Trustee of the AN and DC Irrevocable Trust, on behalf thereof.

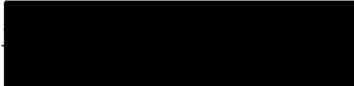


[Redacted]
Notary Public

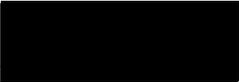
AN & DC Irrevocable Trust

Beneficiaries:

Frank and Nelda Reich



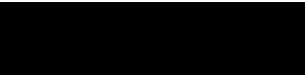
Thomas and Kathryn Neal



Robert and Dorothy Cole



Elwood and Juanita Richey



Larry and Janet Rogers



Charles and Teresa Cowley



William and Margaret Bond





EXHIBIT A

LEGAL DESCRIPTION

August 7, 2015

LEGAL DESCRIPTION FOR
TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-036

That part of the Southeast Quarter of Section 27, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the G.L.O. Brass Cap marking the Southeast Corner of said Section 27, from which the G.L.O. Brass Cap marking the South Quarter Corner of said Section 27 bears North $89^{\circ}49'33''$ West, a distance of 2,633.84 feet;

Thence North $89^{\circ}49'33''$ West, along the South line of the Southeast Quarter of said Section 27, a distance of 1,316.92 feet to the Southeast Corner of the West Half of the Southeast Quarter of said Section 27;

Thence North $00^{\circ}14'17''$ East, along the East line of the West Half of the Southeast Quarter of said Section 27, a distance of 0.80 feet to a point on a 1,090.00 foot radius non-tangent curve, whose center bears North $74^{\circ}40'05''$ East;

Thence Northwesterly, along said curve, through a central angle of $15^{\circ}34'12''$, a distance of 296.21 feet to a point on a line which is parallel with and 40.00 feet Westerly, as measured at right angles, from the East line of the West Half of the Southeast Quarter of said Section 27;

Thence North $00^{\circ}14'17''$ East, along said parallel line, a distance of 883.62 feet to the True Point of Beginning;

Thence North $89^{\circ}45'43''$ West, a distance of 8.00 feet to a point on a line which is parallel with and 48.00 feet Westerly, as measured at right angles, from the East line of the West Half of the Southeast Quarter of said Section 27;

PAGE 1 OF 4

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-036**

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831

FAX: 602-264-0928



EXHIBIT A

LEGAL DESCRIPTION

Thence North 00°14'17" East, along said parallel line, a distance of 169.90 feet;

Thence South 89°45'43" East, a distance of 8.00 feet to a point on a line which is parallel with and 40.00 feet Westerly, as measured at right angles, from the East line of the West Half of the Southeast Quarter of said Section 27, said point hereinafter referred to as Point "A";

Thence South 00°14'17" West, along said parallel line, a distance of 169.90 feet to the True Point of Beginning;

AND

Commencing at the aforementioned Point "A";

Thence North 00°14'17" East, along a line which is parallel with and 40.00 feet Westerly, as measured at right angles, from the East line of the West Half of the Southeast Quarter of said Section 27, a distance of 224.68 feet to the True Point of Beginning;

Thence North 89°45'43" West, a distance of 12.00 feet to a point on a line which is parallel with and 52.00 feet Westerly, as measured at right angles, from the East line of the West Half of the Southeast Quarter of said Section 27;

Thence North 00°14'17" East, along said parallel line, a distance of 70.76 feet;

Thence South 89°45'43" East, a distance of 12.00 feet to a point on a line which is parallel with and 40.00 feet Westerly, as measured at right angles, from the East line of the West Half of the Southeast Quarter of said Section 27;

Thence South 00°14'17" West, along said parallel line, a distance of 70.76 feet to the True Point of Beginning.

Containing 0.051 Acres, more or less.

PAGE 2 OF 4

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-036**

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831

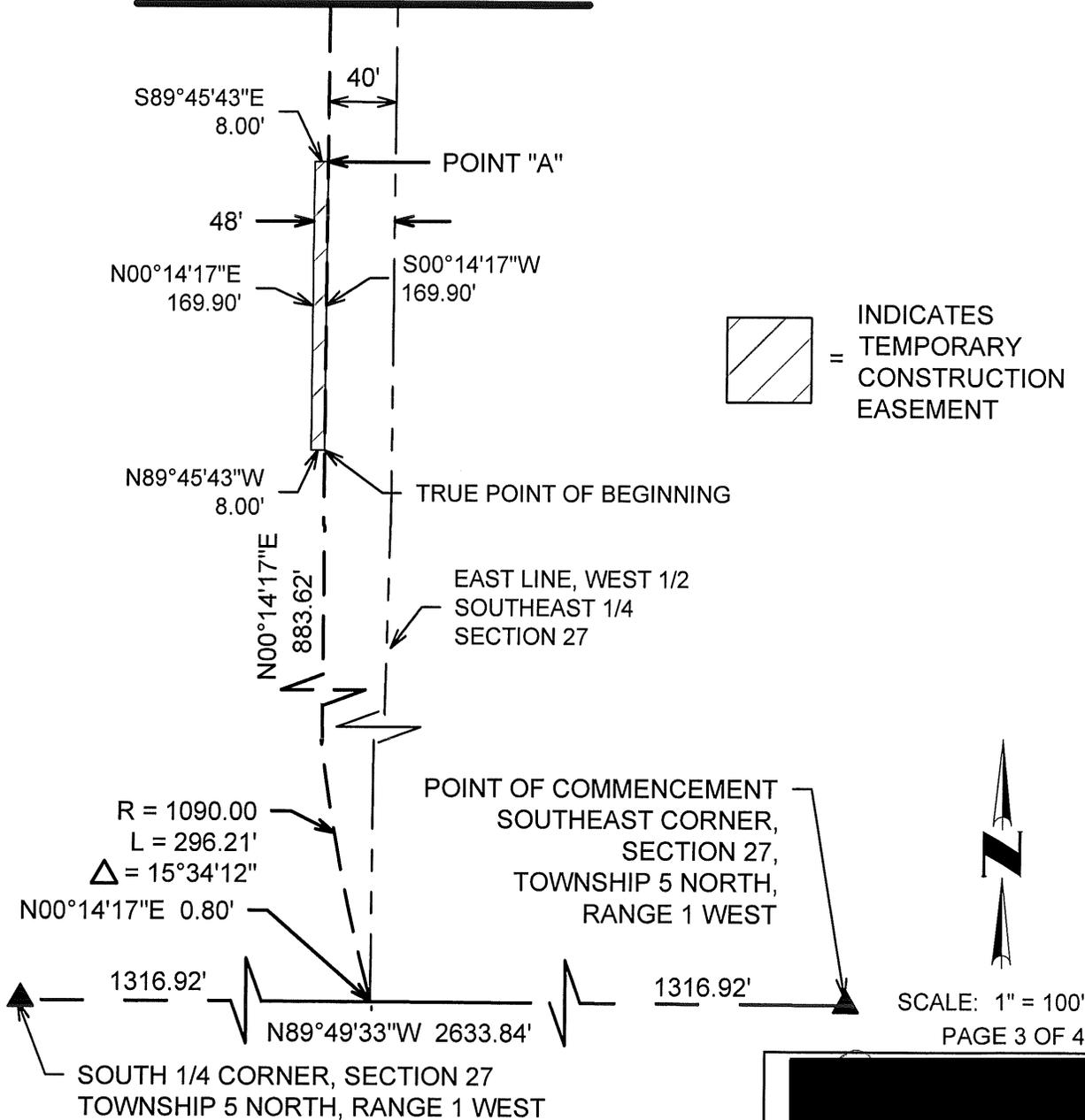
FAX: 602-264-0928



EXHIBIT A

LEGAL DESCRIPTION

MATCH SHEET 4



**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-036**

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

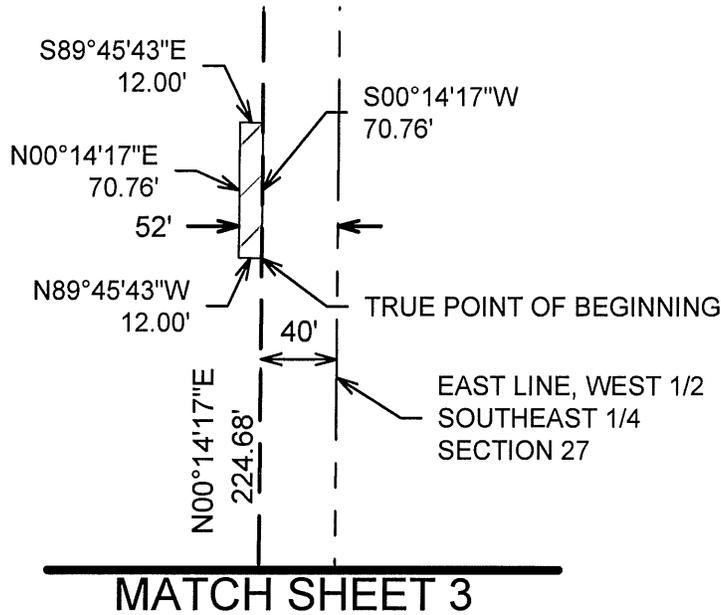
ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

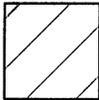
PHONE: 602-264-6831

FAX: 602-264-0928



EXHIBIT A LEGAL DESCRIPTION



 = INDICATES
TEMPORARY
CONSTRUCTION
EASEMENT



SCALE: 1" = 100'
PAGE 4 OF 4

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-036**

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831

FAX: 602-264-0928



When recorded mail to:

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

**TEMPORARY RIGHT-OF-ENTRY AND TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Right of Entry and Temporary Construction Easement (the "Agreement") is entered this ____ day of _____, 20____ by and between the following parties:

GRANTOR: SMT Investors Limited Partnership an Arizona limited partnership, **SCM –GRP North Fork, LLLP** an Arizona limited liability limited Partnership, **SCM -POG, LLLP** an Arizona limited liability limited Partnership, **SCM -Wilson, LLLP** an Arizona limited liability limited Partnership, **SCM -Riley, LLLP** an Arizona limited liability limited Partnership, **SCM –Neal II, LLLP** an Arizona limited liability limited Partnership, **SCM –Neal III, LLLP** an Arizona limited liability limited Partnership and **SCM –Cagle OKC, LLLP** an Arizona limited liability limited Partnership

**GRANTEE: City of Peoria, an Arizona municipal corporation
And its designated representatives**

Project Number:
Project Name:
Assessor Parcel #: 503-52-040
Address: N/A

RECITALS

WHEREAS, GRANTOR represents that it is the fee title owner of the real property (the "Property") subject to this Temporary Right of Entry and Temporary Construction Easement Agreement (the "Agreement".) The Property is legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference; and

WHEREAS, the GRANTEE has requested a Temporary Right of Entry and Temporary Construction Easement to enter the Property for the purpose of constructing a sewer line.

NOW, THEREFORE, the GRANTOR, who is in possession of the Property, hereby grants to GRANTEE a Temporary Right of Entry and Temporary Construction Easement upon the following terms and conditions:

1. Each and every recital set forth above is incorporated in the full text hereof as though fully restated.
2. GRANTOR agrees to furnish access to the Property at no cost to the GRANTEE. This Agreement shall remain in effect for 270 days, unless extended by mutual agreement.
3. A Temporary Right of Entry and Temporary Construction Easement is hereby granted to GRANTEE by GRANTOR on, over, under and across the Property for the express, limited purpose of constructing a sewer line. GRANTOR hereby reserves all such rights and privileges in the Property as may be used and enjoyed by GRANTOR without interfering with or abridging the rights conveyed to GRANTEE herein, and subject also to all existing easements for public roads and highways, public utilities and pipelines.
4. The purpose of this Temporary Right of Entry and Temporary Construction Easement Agreement is to allow the GRANTEE to construct a sewer line, including all incidental purposes consistent therewith.
5. Any use of the Property by GRANTEE, its successors and assigns, shall be subject to all federal, state and local laws and ordinances with respect to the State of Arizona's water quality standards, federal National Pollution Discharge Elimination Standards (NPDES) storm water regulations, and all applicable and appropriate environmental regulations, and land use laws, including but not limited to floodplain regulations.
6. GRANTOR hereby covenants that they are granting this Temporary Right of Entry and Temporary Construction Easement Agreement only to the extent of any interest that they may have in the Property.

7. To the extent permitted by law, GRANTEE agrees to indemnify and defend GRANTOR, or any of its officers, agents or employees, from and against loss, expense, damage, or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the non-performance by the GRANTEE of any of its obligations under the provisions of this Agreement. GRANTOR shall in all instances be indemnified against liability, losses and damages of any nature for or on account of injuries to or death of persons or damages to or destruction of property arising out of the GRANTEE'S performance or non-performance of this agreement, except such injury or damages as shall have been occasioned by the sole or joint negligence of GRANTOR or any of its officers, agents or employees, and shall include, in the event of action, court costs, expenses for litigation, and reasonable attorney's fees.
8. This Agreement shall run with the land and shall be binding upon the parties and GRANTOR'S successors and assigns.
9. GRANTEE will abstain from all activities that would lead to environmental contamination, keep the Property weed free and upon completion, grade off GRANTOR'S property to a condition equal to its present condition.
10. GRANTEE hereby agrees to defend and hold GRANTOR harmless from and to defend and indemnify GRANTOR, its directors, officers and employees against any and all liabilities, losses, costs, damages and expenses of any kind, including without limitation, reasonable attorneys fees and costs, arising out of the negligent, willful or illegal actions or omissions of GRANTEE which relate to the use of or any occurrence on the Property as described in Exhibit "A". This indemnity shall survive the completion of or termination of this Agreement.
11. At a minimum, during the term of this Agreement, and at its own cost and expense, the GRANTEE shall obtain and maintain the following insurance coverages or a program of self-insurance offering similar coverage levels:
 - a. Commercial and comprehensive general liability and errors and omissions insurance in amounts not less than \$2,000,000 per occurrence and \$5,000,000 annual aggregate for all covered claims.
 - b. Workers' compensation insurance and other insurance as required by law.

Upon demand, GRANTEE agrees to provide GRANTOR with a certificate of insurance or other reasonable documentation verifying that they have complied with the terms of this Section. To the extent possible, GRANTEE shall secure an endorsement from its insurer providing that the requesting party shall be provided at least thirty-(30) calendar days prior written notice of any proposed cancellation or change in insurance carriers or coverage.

12. Upon completion of this Agreement or if this Agreement is terminated for any reason, GRANTEE shall immediately, at its sole cost and expense, remove all of its personal property from the Property and return the Property to its previous condition.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

SMT Investors Limited Partnership

an Arizona limited partnership

By: CCT Investors, LLC
an Arizona limited liability company
Its General Partner

By: Cowley Companies, Inc.,
an Arizona corporation
Its Manager

By: 
Michael T. Cowley, President

SCM –GRP North Fork, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM -POG, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM -Wilson, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM -Riley, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

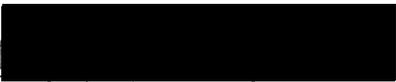
SCM -Neal II, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM –Neal III, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

By: 
Michael T. Cowley, Member

SCM –Cagle OKC, LLLP

an Arizona limited liability limited Partnership

By: Strategic Capital Management, LLLP
an Arizona limited liability limited partnership
Its General Partner

By: Strategic Capital Management AZ, LLC
an Arizona limited liability company
Its General Partner

By: Emerson Investments, LLC
an Arizona limited liability company
Its Member

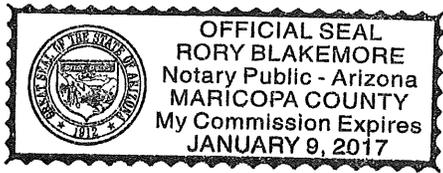
By: 
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 1st day of July, 2015, by Michael T. Cowley, (1) as the President of Cowley Companies, Inc., an Arizona corporation, the Manager of CCT Investors, LLC, an Arizona limited liability company, the General Partner of **SMT Investors Limited Partnership**, an Arizona limited partnership, and (2) as a Member of Emerson Investments, LLC, an Arizona limited liability company, a Member of Strategic Capital Management AZ, LLC, an Arizona limited liability company, the General Partner of Strategic Capital Management, LLLP, an Arizona limited liability limited partnership, the General Partner of (a) **SCM –GRP North Fork, LLLP**, an Arizona limited liability limited partnership, (b) **SCM -POG, LLLP**, an Arizona limited liability limited partnership, (c) **SCM -Wilson, LLLP**, an Arizona limited liability limited partnership, (d) **SCM -Riley, LLLP**, an Arizona limited liability limited partnership, (e) **SCM –Neal II, LLLP**, an Arizona limited liability limited partnership, (f) **SCM –Neal III, LLLP**, an Arizona limited liability limited partnership, and (g) **SCM –Cagle OKC, LLLP**, an Arizona limited liability limited partnership.

[Redacted Signature]

Notary Public



Neal Management, LLC
an Arizona limited liability company



David N. Neal, Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 14th day of July, 2015, by David N. Neal, the Manager of Neal Management, LLC, an Arizona limited liability company, on behalf thereof.



Notary Public

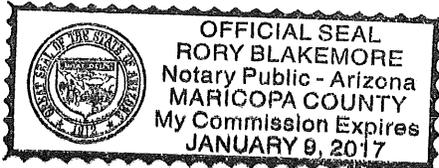


Nathan Learner

Marie Learner

STATE OF ARIZONA)
) ss.
County of Maricopa)

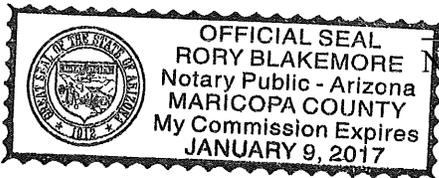
The foregoing was acknowledged before me this 1st day of July, 2015, by
Nathan Learner.



Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing was acknowledged before me this 1st day of July, 2015, by
Marie Learner.



Notary Public



EXHIBIT A

LEGAL DESCRIPTION

August 6, 2015

LEGAL DESCRIPTION FOR
TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040

That part of the Northeast Quarter of Section 34, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the G.L.O. Brass Cap marking the East Quarter Corner of said Section 34, from which the G.L.O. Brass Cap marking the Northeast Corner of said Section 34 bears North $00^{\circ}10'51''$ East, a distance of 2,635.81 feet;

Thence North $89^{\circ}46'57''$ West, along the South line of the Northeast Quarter of said Section 34, a distance of 96.01 feet to a point hereinafter referred to as Point "A";

Thence continuing North $89^{\circ}46'57''$ West, along said South line, a distance of 41.35 feet to a point on a 1,010.00 foot radius non-tangent curve, whose center bears South $75^{\circ}13'02''$ West;

Thence Northwesterly, along said curve, through a central angle of $05^{\circ}51'26''$, a distance of 103.25 feet to the True Point of Beginning;

Thence South $69^{\circ}21'35''$ West, a distance of 12.00 feet to a point on a 998.00 foot radius non-tangent curve, whose center bears South $69^{\circ}21'36''$ West;

Thence Northwesterly, along said curve, through a central angle of $15^{\circ}16'02''$, a distance of 265.93 feet;

Thence North $35^{\circ}54'25''$ West, a distance of 8.47 feet;

Thence North $54^{\circ}05'35''$ East, a distance of 12.00 feet to a point hereinafter referred to as Point "B";

PAGE 1 OF 15

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831

FAX: 602-264-0928

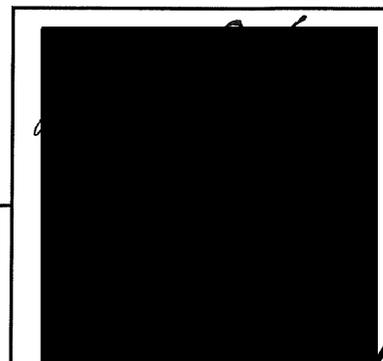




EXHIBIT A

LEGAL DESCRIPTION

Thence South 35°54'25" East, a distance of 8.47 feet to a point on a 1,010.00 foot radius non-tangent curve, whose center bears South 54°05'35" West;

Thence Southeasterly, along said curve, through a central angle of 15°16'02", a distance of 269.13 feet to the True Point of Beginning;

AND

Commencing at the aforementioned Point "B";

Thence North 35°54'25" West, a distance of 236.60 feet to the True Point of Beginning;

Thence South 54°05'35" West, a distance of 20.00 feet;
Thence North 35°54'25" West, a distance of 500.00 feet;
Thence North 54°05'35" East, a distance of 5.00 feet;
Thence North 35°54'25" West, a distance of 300.00 feet;
Thence South 54°05'35" West, a distance of 20.00 feet;

Thence North 35°54'25" West, a distance of 41.95 feet to the beginning of a tangent curve of 1,125.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 24°23'19", a distance of 478.87 feet;

Thence North 78°28'54" East, a distance of 25.00 feet to a point on a 1,100.00 foot radius non-tangent curve, whose center bears North 78°28'54" East, said point hereinafter referred to as Point "C";

Thence Southeasterly, along said curve, through a central angle of 24°23'19", a distance of 468.23 feet;

Thence South 35°54'25" East, a distance of 41.95 feet;
Thence North 54°05'35" East, a distance of 10.00 feet;

PAGE 2 OF 15

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**

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ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831

FAX: 602-264-0928



EXHIBIT A

LEGAL DESCRIPTION

Thence South 35°54'25" East, a distance of 800.00 feet to the True Point of Beginning;

AND

Beginning at the aforementioned Point "C";

Thence North 28°25'12" West, a distance of 162.26 feet;

Thence North 02°53'31" West, a distance of 79.73 feet;

Thence North 90°00'00" East, a distance of 59.09 feet;

Thence North 00°00'00" East, a distance of 53.77 feet;

Thence South 90°00'00" West, a distance of 25.00 feet;

Thence North 00°00'00" East, a distance of 93.55 feet;

Thence North 05°01'37" East, a distance of 84.54 feet;

Thence North 04°28'24" East, a distance of 84.83 feet;

Thence North 10°59'16" West, a distance of 22.82 feet;

Thence South 79°00'44" West, a distance of 28.06 feet to a point on a 975.00 foot radius non-tangent curve, whose center bears South 79°00'44" West;

Thence Northwesterly, along said curve, through a central angle of 10°30'21", a distance of 178.78 feet;

Thence North 21°37'35" West, a distance of 26.26 feet;

Thence North 68°26'02" East, a distance of 25.06 feet;

Thence North 21°29'37" West, a distance of 120.24 feet;

Thence North 68°30'23" East, a distance of 10.00 feet;

Thence South 21°29'37" East, a distance of 146.53 feet to the beginning of a tangent curve of 1,010.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of 21°29'37", a distance of 378.88 feet;

PAGE 3 OF 15

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**

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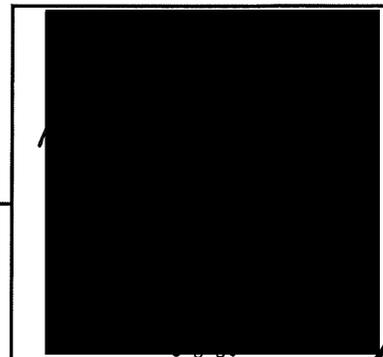




EXHIBIT A

LEGAL DESCRIPTION

Thence South 00°00'00" East, a distance of 150.00 feet to the beginning of a tangent curve of 1,090.00 foot radius, concave Northeasterly;

Thence Southeasterly, along said curve, through a central angle of 11°31'06", a distance of 219.13 feet;

Thence South 78°28'54" West, a distance of 10.00 feet to the Point of Beginning;

AND

Commencing at the aforementioned Point "A", being a point on a 1,050.00 foot radius curve, whose center bears South 75°48'05" West;

Thence Northwesterly, along said curve, through a central angle of 07°56'56", a distance of 145.67 feet to the True Point of Beginning;

Thence Northwesterly, continuing along said curve, through a central angle of 13°45'34", a distance of 252.16 feet;

Thence North 35°54'25" West, a distance of 14.47 feet to a point hereinafter referred to as Point "D";

Thence North 54°05'35" East, a distance of 5.00 feet;

Thence South 35°54'25" East, a distance of 14.47 feet to a point on a 1,055.00 foot radius non-tangent curve, whose center bears South 54°05'35" West;

Thence Southeasterly, along said curve, through a central angle of 13°45'34", a distance of 253.36 feet;

Thence South 67°51'06" West, a distance of 5.00 feet to the True Point of Beginning;

AND

PAGE 4 OF 15

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**

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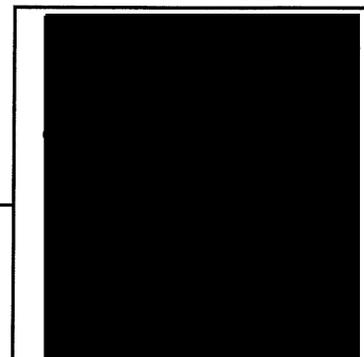




EXHIBIT A

LEGAL DESCRIPTION

Commencing at the aforementioned Point "D";

Thence North 35°54'25" West, a distance of 117.54 feet to the True Point of Beginning;

Thence continuing North 35°54'25" West, a distance of 356.63 feet to a point hereinafter referred to as Point "E";

Thence North 54°05'35" East, a distance of 18.00 feet;
Thence South 35°54'25" East, a distance of 356.63 feet;

Thence South 54°05'35" West, a distance of 18.00 feet to the True Point of Beginning;

AND

Commencing at the aforementioned Point "E";

Thence North 35°54'25" West, a distance of 139.86 feet to the True Point of Beginning;

Thence continuing North 35°54'25" West, a distance of 416.57 feet;

Thence North 54°05'35" East, a distance of 10.00 feet;

Thence North 35°54'25" West, a distance of 41.95 feet to the beginning of a tangent curve of 1,040.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 13°05'00", a distance of 237.48 feet to a point hereinafter referred to as Point "F";

Thence North 67°10'36" East, a distance of 15.00 feet to a point on a 1,025.00 foot radius non-tangent curve, whose center bears North 67°10'35" East;

Thence Southeasterly, along said curve, through a central angle of 07°22'49", a distance of 132.03 feet;

PAGE 5 OF 15

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**

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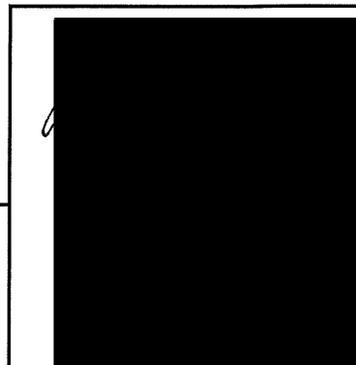




EXHIBIT A

LEGAL DESCRIPTION

Thence North $59^{\circ}47'46''$ East, a distance of 10.00 feet to a point on a 1,015.00 foot radius non-tangent curve, whose center bears North $59^{\circ}47'46''$ East;

Thence Southeasterly, along said curve, through a central angle of $05^{\circ}42'12''$, a distance of 101.03 feet;

Thence South $35^{\circ}54'25''$ East, a distance of 126.01 feet;

Thence South $54^{\circ}05'35''$ West, a distance of 20.00 feet;

Thence South $35^{\circ}54'25''$ East, a distance of 332.51 feet;

Thence South $54^{\circ}05'35''$ West, a distance of 15.00 feet to the True Point of Beginning;

AND

Commencing at the aforementioned Point "F", being a point on a 1,040.00 foot radius curve, whose center bears North $67^{\circ}10'35''$ East;

Thence Northwesterly, along said curve, through a central angle of $11^{\circ}18'19''$, a distance of 205.20 feet;

Thence South $78^{\circ}28'52''$ West, a distance of 10.00 feet to a point on a 1,050.00 foot radius non-tangent curve, whose center bears North $78^{\circ}28'54''$ East;

Thence Northwesterly, along said curve, through a central angle of $01^{\circ}00'08''$, a distance of 18.37 feet to the True Point of Beginning;

Thence Northwesterly, continuing along said curve, through a central angle of $09^{\circ}17'45''$, a distance of 170.35 feet to a point hereinafter referred to as Point "G";

Thence North $88^{\circ}46'46''$ East, a distance of 25.00 feet to a point on a 1,025.00 foot radius non-tangent curve, whose center bears North $88^{\circ}46'47''$ East;

PAGE 6 OF 15

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**

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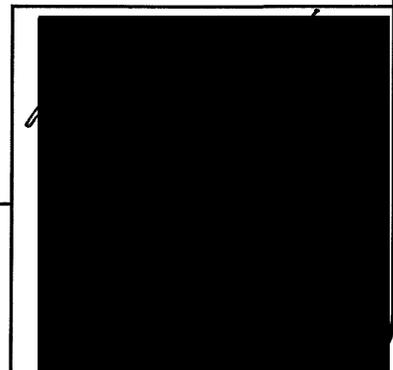




EXHIBIT A

LEGAL DESCRIPTION

Thence North $59^{\circ}47'46''$ East, a distance of 10.00 feet to a point on a 1,015.00 foot radius non-tangent curve, whose center bears North $59^{\circ}47'46''$ East;

Thence Southeasterly, along said curve, through a central angle of $05^{\circ}42'12''$, a distance of 101.03 feet;

Thence South $35^{\circ}54'25''$ East, aThence Southeasterly, along said curve, through a central angle of $09^{\circ}18'43''$, a distance of 166.59 feet;

Thence South $80^{\circ}08'27''$ West, a distance of 25.00 feet to the True Point of Beginning;

AND

Commencing at the aforementioned Point "G", being a point on a 1,050.00 foot radius curve, whose center bears North $88^{\circ}46'47''$ East;

Thence Northerly, along said curve, through a central angle of $01^{\circ}13'13''$, a distance of 22.36 feet;

Thence North $00^{\circ}00'00''$ East, a distance of 150.00 feet to the beginning of a tangent curve of 1,050.00 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of $01^{\circ}35'31''$, a distance of 29.18 feet to the True Point of Beginning;

Thence Northwesterly, continuing along said curve, through a central angle of $19^{\circ}54'05''$, a distance of 364.71 feet;

Thence North $21^{\circ}29'37''$ West, a distance of 166.06 feet;

Thence North $68^{\circ}30'23''$ East, a distance of 20.00 feet;

Thence South $21^{\circ}29'37''$ East, a distance of 90.12 feet;

Thence South $68^{\circ}30'23''$ West, a distance of 15.00 feet;

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**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**

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EXHIBIT A

LEGAL DESCRIPTION

Thence South $21^{\circ}29'37''$ East, a distance of 75.93 feet to the beginning of a tangent curve of 1,055.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of $07^{\circ}17'39''$, a distance of 134.31 feet;

Thence North $75^{\circ}48'02''$ East, a distance of 5.00 feet to a point on a 1,060.00 foot radius non-tangent curve, whose center bears South $75^{\circ}48'02''$ West;

Thence Southeasterly, along said curve, through a central angle of $04^{\circ}21'17''$, a distance of 80.57 feet;

Thence North $80^{\circ}09'20''$ East, a distance of 7.00 feet to a point on a 1,067.00 foot radius non-tangent curve, whose center bears South $80^{\circ}09'20''$ West;

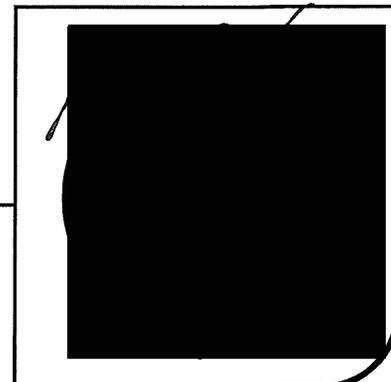
Thence Southeasterly, along said curve, through a central angle of $08^{\circ}15'09''$, a distance of 153.68 feet;

Thence South $88^{\circ}24'29''$ West, a distance of 17.00 feet to the True Point of Beginning.

Containing 2.056 Acres, more or less.

PAGE 8 OF 15

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**



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PHONE: 602-264-6831 FAX: 602-264-0928**



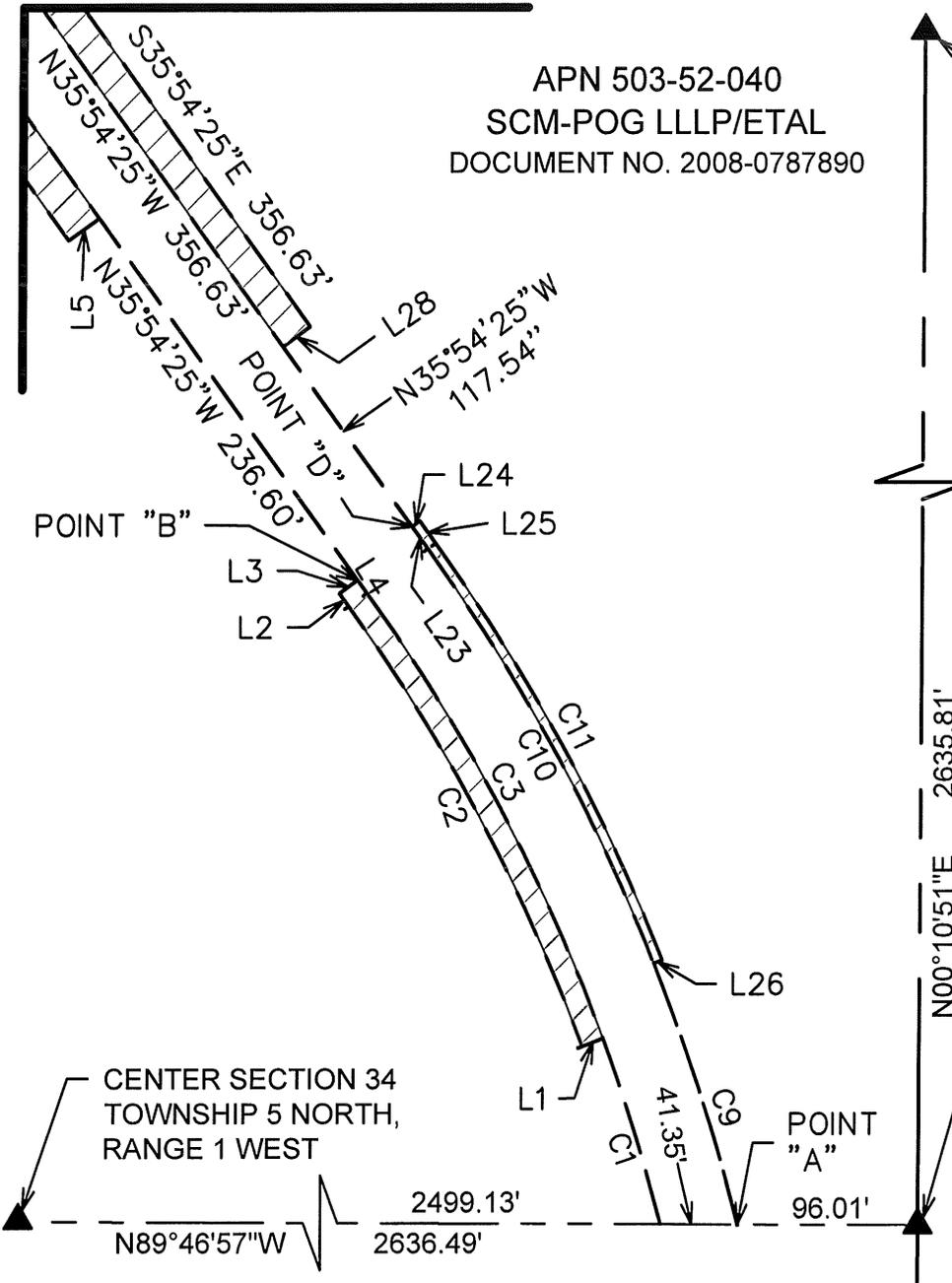
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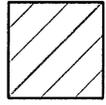
LEGAL DESCRIPTION

MATCH SHEET 8

APN 503-52-040
SCM-POG LLLP/ETAL
DOCUMENT NO. 2008-0787890

NORTHEAST CORNER,
SECTION 34
TOWNSHIP 5 NORTH,
RANGE 1 WEST



 INDICATES
TEMPORARY
CONSTRUCTION
EASEMENT

POINT OF
COMMENCEMENT
EAST 1/4 CORNER
SECTION 34
TOWNSHIP 5 NORTH
RANGE 1 WEST

SCALE: 1" = 100'
PAGE 9 OF 15

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**

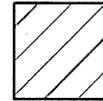
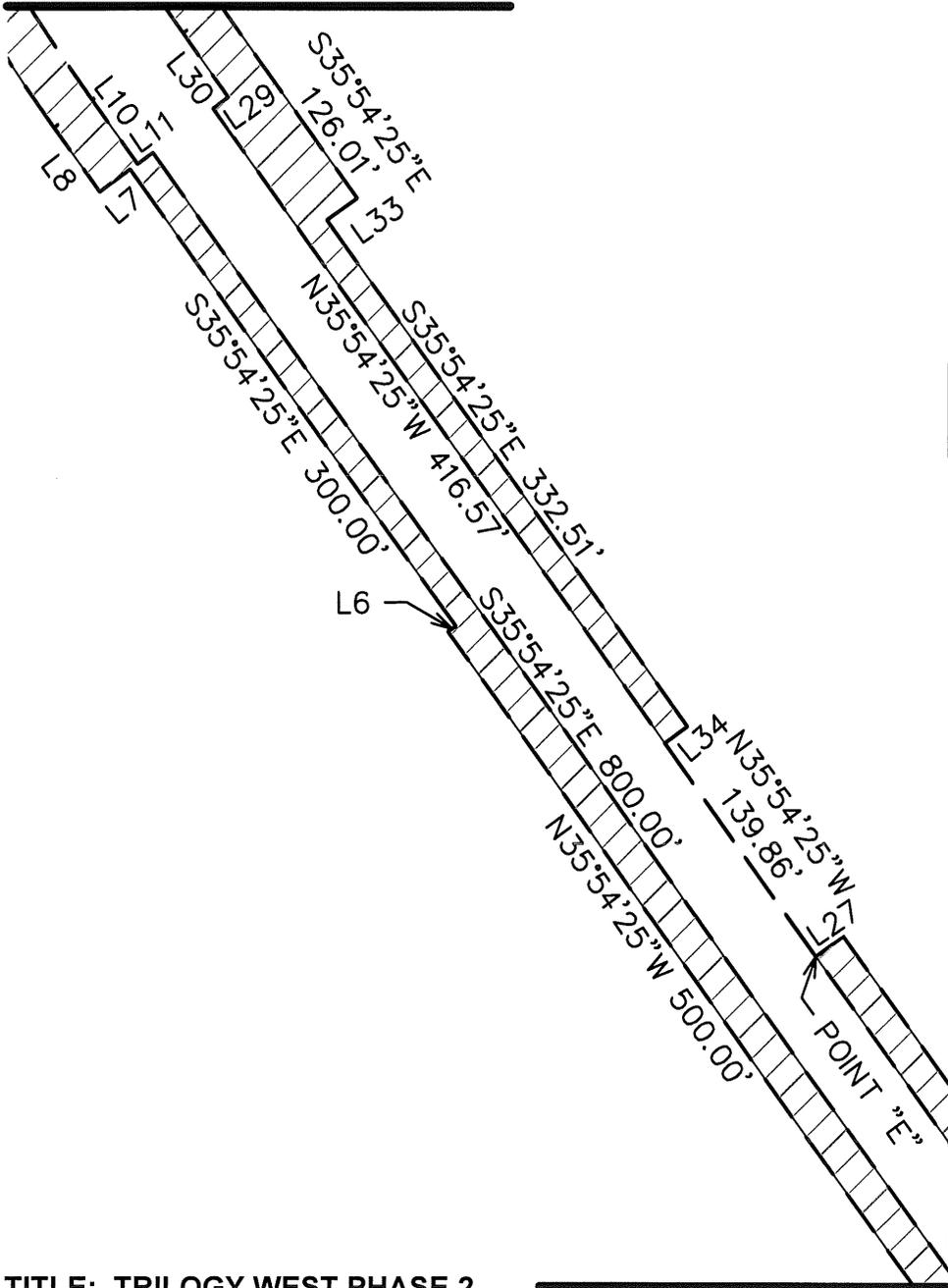
PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.
ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014
PHONE: 602-264-6831 FAX: 602-264-0928



EXHIBIT A

LEGAL DESCRIPTION

MATCH SHEET 9



INDICATES
= TEMPORARY
CONSTRUCTION
EASEMENT



SCALE: 1" = 100'
PAGE 10 OF 15

TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION
EASEMENT - APN 503-52-040

MATCH SHEET 7

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831

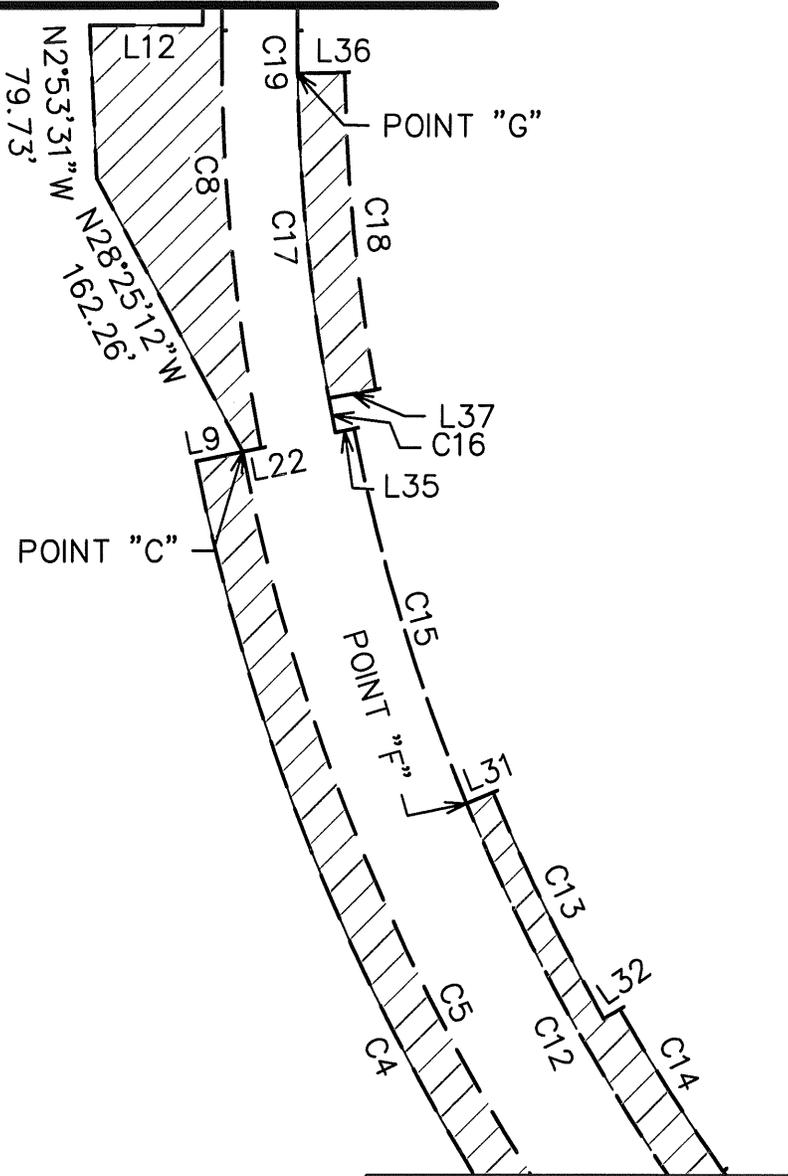
FAX: 602-264-0928



EXHIBIT A

LEGAL DESCRIPTION

MATCH SHEET 10



 = INDICATES TEMPORARY CONSTRUCTION EASEMENT



SCALE: 1" = 100'
PAGE 11 OF 15

MATCH SHEET 8

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**

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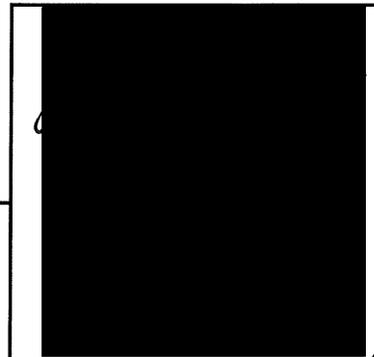
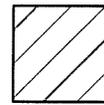
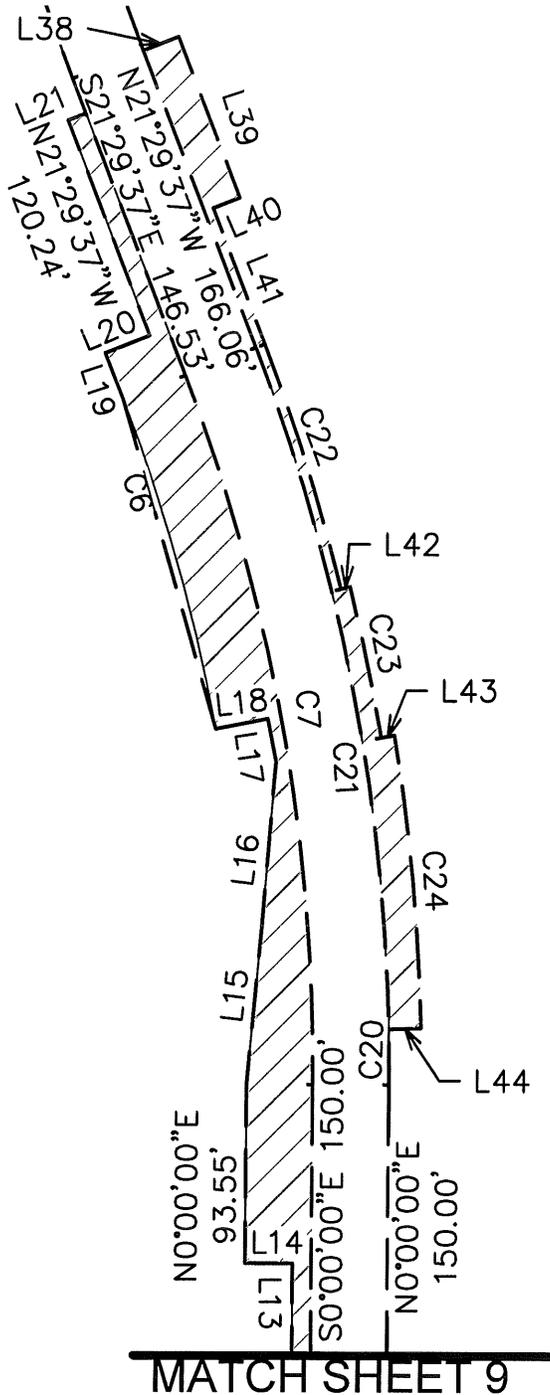




EXHIBIT A

LEGAL DESCRIPTION



INDICATES
= TEMPORARY
CONSTRUCTION
EASEMENT



SCALE: 1" = 100'
PAGE 12 OF 15

MATCH SHEET 9

**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT - APN 503-52-040**

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EXHIBIT A

LEGAL DESCRIPTION

CURVE TABLE			
NO.	ARC	RADIUS	DELTA
C1	103.25'	1010.00'	005°51'26"
C2	265.93'	998.00'	015°16'02"
C3	269.13'	1010.00'	015°16'02"
C4	478.87'	1125.00'	024°23'19"
C5	468.23'	1100.00'	024°23'19"
C6	178.78'	975.00'	010°30'21"
C7	378.88'	1010.00'	021°29'37"
C8	219.13'	1090.00'	011°31'06"
C9	145.67'	1050.00'	007°56'56"
C10	252.16'	1050.00'	013°45'34"
C11	253.36'	1055.00'	013°45'34"
C12	237.48'	1040.00'	013°05'00"
C13	132.03'	1025.00'	007°22'49"
C14	101.03'	1015.00'	005°42'12"
C15	205.20'	1040.00'	011°18'19"

CURVE TABLE			
NO.	ARC	RADIUS	DELTA
C16	18.37'	1050.00'	001°00'08"
C17	170.35'	1050.00'	009°17'45"
C18	166.59'	1025.00'	009°18'43"
C19	22.36'	1050.00'	001°13'13"
C20	29.18'	1050.00'	001°35'31"
C21	364.71'	1050.00'	019°54'05"
C22	134.31'	1055.00'	007°17'39"
C23	80.57'	1060.00'	004°21'17"
C24	153.68'	1067.00'	008°15'09"

**TITLE: TRILOGY WEST PHASE 2
 TEMPORARY CONSTRUCTION EASEMENT
 APN 503-52-040**

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 ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014
 PHONE: 602-264-6831 FAX: 602-264-0928**





EXHIBIT A

LEGAL DESCRIPTION

C/L LINE DATA		
NO.	BEARING	LENGTH
L1	S69°21'35"W	12.00'
L2	N35°54'25"W	8.47'
L3	N54°05'35"E	12.00'
L4	S35°54'25"E	8.47'
L5	S54°05'35"W	20.00'
L6	N54°05'35"E	5.00'
L7	S54°05'35"W	20.00'
L8	N35°54'25"W	41.95'
L9	N78°28'54"E	25.00'
L10	S35°54'25"E	41.95'
L11	N54°05'35"E	10.00'
L12	N90°00'00"E	59.09'
L13	N00°00'00"E	53.77'
L14	S90°00'00"W	25.00'
L15	N05°01'37"E	84.54'

C/L LINE DATA		
NO.	BEARING	LENGTH
L16	N04°28'24"E	84.83'
L17	N10°59'16"W	22.82'
L18	S79°00'44"W	28.06'
L19	N21°37'35"W	26.26'
L20	N68°26'02"E	25.06'
L21	N68°30'23"E	10.00'
L22	S78°28'54"W	10.00'
L23	N35°54'25"W	14.47'
L24	N54°05'35"E	5.00'
L25	S35°54'25"E	14.47'
L26	S67°51'06"W	5.00'
L27	N54°05'35"E	18.00'
L28	S54°05'35"W	18.00'
L29	N54°05'35"E	10.00'
L30	N35°54'25"W	41.95'

**TITLE: TRILOGY WEST PHASE 2
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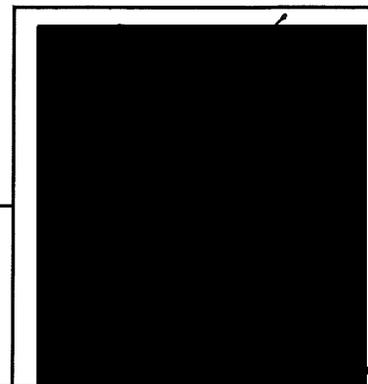




EXHIBIT A

LEGAL DESCRIPTION

C/L LINE DATA		
NO.	BEARING	LENGTH
L31	N67°10'36"E	15.00'
L32	N59°47'46"E	10.00'
L33	S54°05'35"W	20.00'
L34	S54°05'35"W	15.00'
L35	S78°28'52"W	10.00'
L36	N88°46'46"E	25.00'
L37	S80°08'27"W	25.00'
L38	N68°30'23"E	20.00'
L39	S21°29'37"E	90.12'
L40	S68°30'23"W	15.00'
L41	S21°29'37"E	75.93'
L42	N75°48'02"E	5.00'
L43	N80°09'20"E	7.00'
L44	S88°24'29"W	17.00'

PAGE 15 OF 15

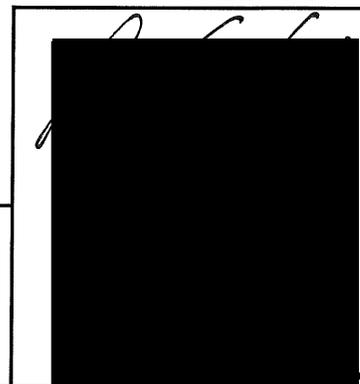
**TITLE: TRILOGY WEST PHASE 2
TEMPORARY CONSTRUCTION EASEMENT
APN 503-52-040**

PREPARING FIRM: COE & VAN LOO CONSULTANTS, INC.

ADDRESS: 4550 NORTH 12TH STREET, PHOENIX, ARIZONA 85014

PHONE: 602-264-6831

FAX: 602-264-0928



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C

Date Prepared: August 24, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Replat, Fletcher Heights Plaza Lot 6, Fletcher Way & Lake Pleasant Parkway
(Project No. R150031)

Purpose:

This is a request for City Council to approve a Replat of Fletcher Heights Plaza Lot 6, located on Fletcher Way and Lake Pleasant Parkway, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulation:

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

Background/Summary:

The purpose of the Replat is to divide one commercial lot into two. This development is within the City's sewer service area. All necessary roadways and easements have been dedicated.

Previous Actions:

Fletcher Heights Plaza was previously platted and recorded in Book 612 Page 47.

Options:

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

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

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Replat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Replat.

Narrative:

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

Exhibit(s):

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

DEDICATION

STATE OF ARIZONA | SS
COUNTY OF MARICOPA |

KNOW ALL MEN BY THESE PRESENTS:

FLETCHER HEIGHTS ENTERPRISES, LLC, AS OWNER, HAS RESUBDIVIDED UNDER THE NAME OF "FLETCHER HEIGHTS PLAZA LOT 6", BEING A RE-PLAT OF LOT 6 OF "FLETCHER HEIGHTS PLAZA", RECORDED IN BOOK 612, PAGE 47, MARICOPA COUNTY RECORDS, AND ALSO LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY DECLARES THAT SAID RE-PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID RE-PLAT.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "FLETCHER HEIGHTS PLAZA", RECORDED IN BOOK 612 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS, SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDED DATE OF THIS RE-PLAT.

IN WITNESS WHEREOF

BY: [Signature] DATE: 8-19-15
ITS: MEMBER

ACKNOWLEDGEMENT

STATE OF ARIZONA | SS
COUNTY OF MARICOPA |

KNOW ALL MEN BY THESE PRESENTS:

ON THIS 19th DAY OF August 2015 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED [Signature] WHO ACKNOWLEDGED HIMSELF/HERSelf 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 HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: [Signature] DATE: Nov 23rd 2018
MEGAN KAISER
COMM. #2091152
Notary Public - California
San Diego County
My Comm. Expires Nov. 23, 2018

APPROVALS

APPROVED BY:
THE MAYOR AND CITY AND COUNCIL OF THE CITY OF PEORIA
THIS ____ DAY OF _____, 2015.

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

FOR CITY ENGINEER _____ DATE _____

NOTES

- 1. No construction of any kind shall be constructed or placed within the utility easements, except utilities, wood, wire, or removable section type fencing, and/or paving, nor any planting except grass. It shall be further understood that the City of Peoria shall not be required to, replace any obstruction or planting that must be removed during the course of maintenance, construction or reconstruction.
- 2. All new and existing utility, electrical facilities less than 69 KVA, cable TV, telecommunications fiber optic, cellular, gas, etc shall be installed underground as part of the street improvements.
- 3. All lot corners shall be monumented with "W" rebar and capped or tagged bearing the registration number of the surveyor responsible for their placement.
- 4. This subdivision is located within the New River Water Service Area and has been designated as having a 100-year assured water supply.
- 5. This subdivision is located within the City of Peoria Sewer Service Area.
- 6. 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.
- 7. This subdivision is located in the vicinity of a designated truck route. Lake Pleasant Parkway is designated as a Truck Route by the City of Peoria.

**REPLAT
OF
"FLETCHER HEIGHTS PLAZA LOT 6"**

BEING A RE-PLAT OF LOT 6 OF
FLETCHER HEIGHTS PLAZA, AS RECORDED IN
BOOK 612, PAGE 47, MARICOPA COUNTY RECORDS AND ALSO
LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

DESCRIPTION

OVERALL BOUNDARY

LOT 6 OF FLETCHER HEIGHTS PLAZA AS SHOWN ON FINAL PLAT RECORDED IN BOOK 612, PAGE 47, MARICOPA COUNTY RECORDS, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 6;

THENCE NORTH 40 DEGREES 11 MINUTES 43 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 259.25 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 44 DEGREES 01 MINUTES 01 SECONDS EAST, A DISTANCE OF 31.05 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 6, SAID NORTHERLY CORNER BEING ON A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS NORTH 33 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 242.00 FEET;

THENCE DEPARTING SAID NORTHWESTERLY LINE, SOUTHEASTERLY ALONG THE CURVED NORTHEASTERLY LINE OF SAID LOT 6, THROUGH A CENTRAL ANGLE OF 15 DEGREES 03 MINUTES 10 SECONDS, AN ARC LENGTH OF 63.58 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 159.00 FEET;

THENCE CONTINUING ALONG SAID CURVED NORTHEASTERLY LINE, THROUGH A CENTRAL ANGLE OF 28 DEGREES 34 MINUTES 31 SECONDS, AN ARC LENGTH OF 84.54 FEET;

THENCE SOUTH 42 DEGREES 40 MINUTES 14 SECONDS EAST, A DISTANCE OF 63.61 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 99.59 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 00 MINUTES 12 SECONDS, AN ARC LENGTH OF 17.60 FEET;

THENCE SOUTH 32 DEGREES 35 MINUTES 01 SECONDS EAST, A DISTANCE OF 12.91 FEET TO THE MOST SOUTHERLY CORNER OF LOT 3 OF SAID FLETCHER HEIGHTS PLAZA;

THENCE CONTINUING, SOUTH 02 DEGREES 32 MINUTES 01 SECONDS EAST, A DISTANCE OF 246.80 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 218.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29 DEGREES 33 MINUTES 38 SECONDS, AN ARC LENGTH OF 112.70 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE HAVING A RADIUS OF 68.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 05 MINUTES 18 SECONDS, AN ARC LENGTH OF 14.66 FEET;

THENCE NORTH 66 DEGREES 48 MINUTES 09 SECONDS EAST, A DISTANCE OF 176.57 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF LAKE PLEASANT PARKWAY, AND A NON-TANGENT CURVE, THE CENTER OF WHICH BEARS SOUTH 68 DEGREES 08 MINUTES 36 SECONDS WEST, A DISTANCE OF 2135.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 05 MINUTES 43 SECONDS, AN ARC LENGTH OF 190.49 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY, ALONG THE SOUTHERLY LINE OF LOT 6, NORTH 09 DEGREES 27 MINUTES 10 SECONDS WEST A DISTANCE OF 359.21 FEET;

THENCE NORTH 77 DEGREES 40 MINUTES 06 SECONDS WEST, A DISTANCE OF 97.99 FEET;

THENCE NORTH 56 DEGREES 21 MINUTES 49 SECONDS WEST, A DISTANCE OF 99.66 FEET;

THENCE NORTH 49 DEGREES 48 MINUTES 08 SECONDS WEST, A DISTANCE OF 411.37 FEET, TO THE POINT OF BEGINNING

FLOODPLAIN STATEMENT

SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" (DOTTED) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 4901C0210L, DATED OCTOBER 16, 2013. ZONE "X" IS DEFINED AS AREAS OF 0.2% ANNUAL FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



LEGEND

- ▲ SUBDIVISION CORNER SET 1/2" REBAR WITH CAP *AWLS 45377* UNLESS OTHERWISE NOTED
- MCR MARICOPA COUNTY RECORDS
- RW RIGHT-OF-WAY
- FD FOUND
- ID IDENTIFICATION
- BOUNDARY LINE
- - - CENTER LINE
- - - PROPERTY LINE
- - - EASEMENT LINE AS NOTED

AREA TABLE

LOT	SQUARE FEET	ACRES
6A	92,447.0	1.9421
6B	118,900.0	2.7253

OWNER

FLETCHER HEIGHTS ENTERPRISES, LLC

SURVEYOR

AW LAND SURVEYING, LLC
P.O. BOX 2170
CHANDLER, AZ 85244
PH: (480) 244-7630

REFERENCE MATERIALS

FINAL PLAT OF FLETCHER HEIGHTS PLAZA
BOOK 612, PAGE 47, MARICOPA COUNTY RECORDS

BASIS OF BEARING

BASIS OF BEARING IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, USING A BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST AS SHOWN ON THE FINAL PLAT OF FLETCHER HEIGHTS PLAZA, RECORDED IN BOOK 612, PAGE 47, MARICOPA COUNTY RECORDS

CERTIFICATION

I, DANIEL D. ARMijo, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF TWO SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF MAY 2015, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ACTUALLY EXIST AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACED.

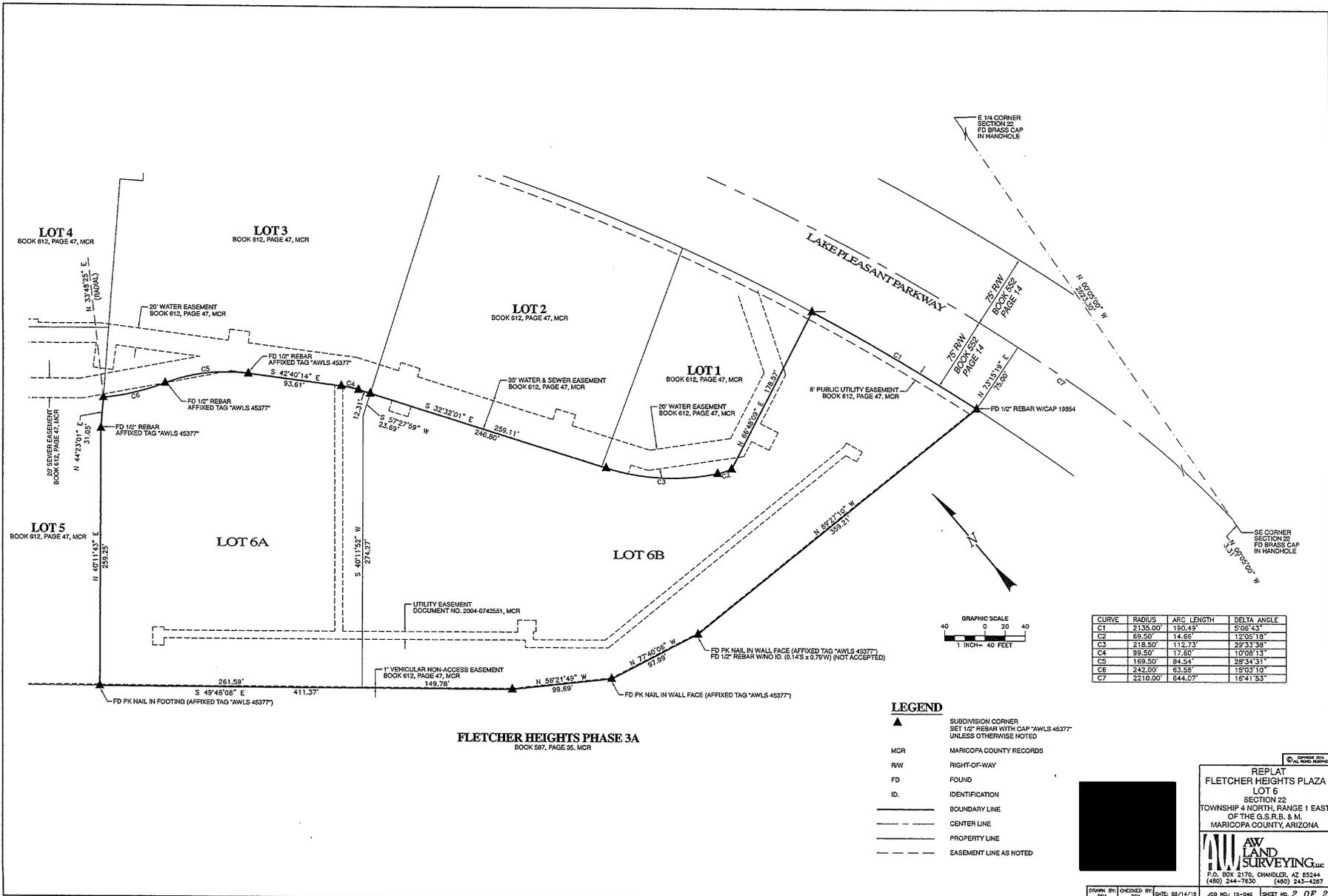
Daniel D. Armijo 8-14-15
REGISTERED LAND SURVEYOR DATE



REPLAT
FLETCHER HEIGHTS PLAZA
LOT 6
SECTION 22
TOWNSHIP 4 NORTH, RANGE 1 EAST
OF THE G.S.R.B. & M.
MARICOPA COUNTY, ARIZONA

AW LAND SURVEYING, LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287

RL50031
DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 08/14/15 JOB NO.: 15-040 SHEET NO. 1 OF 2



REPLAT
 FLETCHER HEIGHTS PLAZA
 LOT 6
 SECTION 22
 TOWNSHIP 4 NORTH, RANGE 1 EAST
 OF THE G.S.R.B. & M.
 MARICOPA COUNTY, ARIZONA

AW LAND SURVEYING, LLC
 P.O. BOX 2170, CHANDLER, AZ 85244
 (480) 244-7650 (480) 243-4227

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14R

Date Prepared: July 23, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Intergovernmental Agreement (IGA) between the City of Peoria and the City of Glendale for the Expansion of the Pyramid Peak Water Treatment Plant

Purpose:

Discussion and possible action to approve an Intergovernmental Agreement (IGA) between the City of Peoria and the City of Glendale for the Expansion of the Pyramid Peak Water Treatment Plant.

Background/Summary:

The Pyramid Peak Water Treatment Plant is operated by the City of Glendale and is utilized by the City of Glendale and the City of Peoria for treatment of a portion of each city's respective Central Arizona Project water resource allocation. The City of Glendale owns approximately 77% of the existing capacity of the facility while the City of Peoria owns the remaining 23%.

The City of Peoria is seeking to construct additional capacity at the facility to provide for and support growth within the city. The City of Glendale is amenable to allowing the facility to be expanded to provide additional treatment capacity to the City of Peoria.

The expansion will result in a rerated capacity of 54 million gallons per day. The City of Peoria's ownership capacity would be 24 million gallons per day or approximately 44%. Glendale's ownership capacity would be 30 million gallons per day, or approximately 56%. The expansion cost would be borne by the City of Peoria and the additional capacity would be used solely by the City of Peoria for treatment of its Central Arizona Project water resource allocation. The

estimated cost for the expansion is \$50 million dollars including design, permitting, construction, inspection, administration, and contingencies.

Future projects related to the expansion include modifying the existing turnout and metering structure to accommodate increased flows and the design and construction of a stub-out that will serve as a second turnout and metering station to the north of the existing turnout.

Options:

A: The Mayor and Council could act to approve the IGA between the City of Peoria and the City of Glendale for the expansion of the Pyramid Peak Water Treatment Plant.

B: The Mayor and Council could decline to approve the IGA between the City of Peoria and the City of Glendale for the expansion of the Pyramid Peak Water Treatment Plant.

Prior Actions:

Council previously approved three separate agreements related to the Pyramid Peak Water Treatment Plant:

- 1) May 7, 1996 Council Meeting – approval of an agreement for the construction of facilities to provide the City of Peoria an initial six (6) million gallons per day capacity;
- 2) July 21, 1998 Council Meeting – approval of an agreement for the treatment and transportation of the City of Peoria’s newly constructed ownership capacity;
- 3) January 4, 2005 Council Meeting – approval of an agreement for a joint expansion of the facility.

Staff’s Recommendation:

Staff recommends approval of this IGA between the City of Peoria and the City of Glendale allowing for the expansion of the Pyramid Peak Water Treatment Plant.

Fiscal Analysis:

Post-expansion cost sharing of capital and ongoing operations and maintenance costs will be based on the new ownership capacities of approximately 44% for the City of Peoria and 56% for the City of Glendale. While the City of Peoria will not use its full capacity allocation, it will utilize more of its capacity as the City continues to develop. Costs incurred will include those for day-to-day operations such as for Central Arizona Project water resource, electrical power, labor, and chemical consumption and for ongoing maintenance and any required future improvements.

Exhibit(s):

Intergovernmental Agreement for the Expansion of the Pyramid Peak Water Treatment Plant.

Contact Name and Number: William Mattingly, Public Works – Utilities Director, 623-773-5151

**INTERGOVERNMENTAL AGREEMENT
FOR
THE EXPANSION OF THE PYRAMID PEAK WATER TREATMENT FACILITY**

This Intergovernmental Agreement (“IGA”) is between the City of Peoria, Arizona (“Peoria”) and the City of Glendale, Arizona (“Glendale”). Peoria and Glendale are collectively known as the “Parties” or “Cities” and individually as “Glendale”, “Peoria”, or “Party”. This IGA is entered into and effective on _____, 2015. The terms of this IGA supersede terms and conditions of any previous agreements relating to the expansion of the Pyramid Peak Water Treatment Facility.

RECITALS

The Parties enter into this IGA under A.R.S. §11-952 with regard to the following facts, among others:

1. Peoria and Glendale are entitled to receive allocations of Municipal and Industrial (M&I) Central Arizona Project (CAP) Water.
2. The M&I CAP Water cannot be used for domestic or industrial purposes without prior treatment.
3. Peoria and Glendale entered into an IGA dated May 15, 1996 which provided for Peoria’s cost participation for six (6) million gallons per day (MGD) out of a total capacity of twenty six (26) MGD of the Pyramid Peak Water Treatment Plant (Treatment Facility).
4. Peoria and Glendale entered into a subsequent IGA dated July 21, 1998 which provided for the treatment and transportation of Peoria’s six (6) MGD of capacity at the Treatment Facility. That IGA

established Peoria's ownership and cost apportionment as the ratio of Peoria's capacity divided by the total treatment facility capacity, or 6 MGD divided by 26 MGD, and further specified Peoria's ownership and cost apportion thereafter as 23%.

5. Peoria and Glendale entered into an agreement dated February 4, 2005 for the completion of miscellaneous projects. Subsequent to the February 2005 agreement, the plant was "re-rated" to a capacity of 48 MGD.
6. Peoria currently owns 23%, or 11.04 MGD, of the currently rated 48 MGD capacity in the Treatment Facility under the February 4, 2005 agreement. Based on a study conducted in December 2014 (an evaluation of plant capacity based on current drinking water standards) Glendale and Peoria have agreed on a resilient capacity for the Treatment Facility of 39 MGD. The 39 MGD "resilient capacity" will be considered the reliable capacity from which to expand the Treatment Facility.
7. The cost apportionment of any post 2014 miscellaneous improvements at the Treatment Facility related to improving reliability of the existing facility will be shared by Glendale and Peoria based on the existing 77% to 23% ownership ratio. All costs associated with expansion of the facility from 39 MGD to an expected rating of 54 MGD will be the sole responsibility of Peoria.
8. Peoria desires to have Glendale expand the Treatment Facility to a reliable and resilient capacity of 54 MGD, of which capacity Peoria

would receive 24 MGD or approximately 44.4% and Glendale would maintain its participation share of 30 MGD or approximately 55.6%.

9. Glendale is willing to expand the Treatment Facility to a reliable and resilient capacity of 54 MGD to treat a total of 24 MGD of Peoria's CAP allocation under the terms and conditions set forth below.

10. Peoria will pay 100% of the expansion of the Treatment Facility to achieve a total of 54 MGD to allow for the treatment of 24 MGD of Peoria's share for its use.

THEREFORE, in consideration of the promises and mutual covenants and agreements set forth, the Parties agree as follows:

I.

DEFINITIONS

The following terms have the meanings indicated in this Agreement:

A. "Metering Structure" will mean the structure located in the vicinity of 67th Avenue and Jomax Road, designed to measure deliveries of treated water from Glendale to Peoria.

B. "Miscellaneous Improvements" will mean those improvements currently being considered for rehabilitation or modification to the existing Treatment Facility.

B. "Treatment Facility" will mean the Pyramid Peak Water Treatment Facility used by Glendale to treat CAP water and located at 28101 North 63rd Avenue, south of the CAP Canal and shown in Exhibit A to this IGA.

C. “Purchased Capacity” will mean the additional treatment capacity Peoria will purchase by the payment of the design and construction costs, including permitting, construction administration costs, and relevant Glendale staff and other time chargebacks to achieve the reliable and resilient capacity of 54 MGD.

II.

EXPANSION COSTS AND DESIGN

A. Peoria agrees to pay the costs for construction of the Treatment Facility design and expansion, including any and all overages, in exchange for its purchased capacity. Peoria also agrees to pay for any and all operational costs at the Treatment Facility related to the expansion. These operational costs are identified as those that are incurred during construction beyond the normal operations of the existing facility. Operational cost-sharing related to the miscellaneous improvements at the Treatment Facility will be based on the current 77% to 23% ratio. Estimates for the construction and design of the Treatment Facility expanded are shown in Exhibit B. The Parties acknowledge that there may be design and expansion costs that benefit the existing Treatment Facility. The cost apportionment of those costs will be mutually agreed upon on a case-by-case basis.

B. The Parties believe that the Treatment Facility will be required to be “rerated” by the Arizona Department of Environmental Quality as part of the project and as a result of this expansion. The Parties further believe that the “rerating” will result in a 54 MGD-rated capacity for the Treatment Facility. In exchange for its payment of all design, construction, permitting and

operational costs, Peoria will be allotted 24 MGD of the 54 MGD capacity. If the Treatment Facility is rated above 54 MGD, the additional capacity above 54 MGD will be apportioned between the parties based on the 55.6% to 44.4% participation split between the Glendale and Peoria.

C. Change orders adjusting the costs of the design and/or construction can be expected. Significant change orders as determined by both Parties, requiring the approval of the Glendale City Council will also be submitted to Peoria for approval.

D. Peoria will participate on the selection panel for the design effort, if the selection is competitive. Peoria will participate in any evaluation, review, or selection effort associated with the Treatment Facility expansion project.

E. Peoria will review and provide comment on design drawings and specifications. Review comments will be submitted to Glendale's designated contact, currently the contact is Bill Passmore with Glendale's Engineering Department, or designee.

F. Peoria will be invited to and, when possible, attend coordination, progress, and other meetings related to the expansion project.

G. Peoria and Glendale acknowledge that the construction of miscellaneous improvements at the Treatment Facility may commence so as to correspond with the timing of the construction, or portion thereof, of the expansion. The Parties agree to work collaboratively on any concurrent improvement and expansion construction efforts. Glendale will determine the design, construction and operational requirements for the Treatment Facility.

H. The cost apportionment of any miscellaneous improvements at the Treatment Facility related to improving reliability of the existing facility will be shared by Glendale and Peoria based on the existing 77% to 23 % ownership ratio. All costs associated with expansion of the facility to the expected rating of 54 MGD will be the sole responsibility of Peoria.

III.

RATES AND CHARGES

A. Post-expansion treatment cost allocations are based on the pro-rata share of overall capacity ownership. Glendale and Peoria agree that based on a reliable and resilient capacity of 54 MGD, the expansion will result in 30 MGD or approximately 55.6% ownership by Glendale and 24 MGD or approximately 44.4% ownership by Peoria. Following the expansion and re-rating to at least 54 MGD, the figure of 44.4% will be used for apportioning to Peoria subsequent operational and CIP costs related to the Treatment Facility. The new rate structure will be implemented when Glendale assumes beneficial use of the expanded facilities.

B. The post-expansion billing process for Peoria's share of Treatment Facility costs will be in accordance with the share of post-expansion capacity ownership based on 54 MGD with 30 MGD or approximately 55.6% ownership by Glendale and 24 MGD or approximately 44.4% ownership by Peoria. Should the project result in a lower re-rating, Glendale's capacity will remain at 30 MGD. The ownership percentages will be adjusted accordingly.

C. Offsite improvements, such as upgrades at the Metering Structure, may be required in order for Peoria to receive the increased flow. Peoria

shall bear any and all costs for any required offsite improvements. Offsite modifications may be performed as part of the expansion project or done separately. Offsite modifications will be coordinated between Peoria and Glendale.

D. Glendale may identify the need for certain onsite or offsite improvements for its sole benefit. Glendale will be responsible for costs for improvement solely for Glendale's benefit to the extent they are not required by Peoria for its capacity expansion or to enable receiving the increased flow.

IV.

PLANT OPERATIONS

Glendale and Peoria will work cooperatively, collaboratively, and in close communication with regard to the operation of the Treatment Facility. Current and future operations at this facility will be performed following City of Glendale standards, procedures, operational goals, and all applicable rules and regulations.

A. If plant operations are detrimentally affected at any time during the contemplated expansion project causing reduced production capacity, both Peoria and Glendale will share the impact on reduced production proportionally to ownership.

B. The Parties agree that certain maintenance and repair requirements for the Treatment Facility and the Metering Structure will require occasional and temporary reductions or interruptions in flow to Peoria. The Parties agree to work collaboratively to minimize the impact to operations.

V.

TERM AND RENEWAL

In order to comply with the A.R.S. § 11-952 the termination date of this IGA is June 30, 2065. Nevertheless, since water quality is a priority for both Parties, the Parties, by mutual written agreement, may renew or re-affirm their obligations under this IGA prior to its expiration date and up to 120 days after to its expiration. Term renewals will be for twenty (20) year-periods.

VI.

INDEMNITY

Peoria agrees to defend, hold harmless and indemnify Glendale from any loss, damage, liability, cost, charge or expense as may arise from matters covered under this IGA, whether direct or indirect, including reasonable attorney's fees at prevailing Phoenix area rates, and whether to any persons or property to which Glendale, its agents, employees or said Parties may be put or subject to by reason of any intentional or negligent act, action, neglect, omission, or default on the part of Peoria or any part of Peoria's agents, employees, subcontractors or persons employed by them, including, but not limited to, actions for bodily injury, illness, death, or for property damage.

Glendale agrees to defend, hold harmless and indemnify Peoria from any loss, damage, liability, cost, charge or expense as may arise from matters covered under this IGA, whether direct or indirect, including reasonable attorney's fees at prevailing Phoenix area rates, and whether to any persons or property to which Peoria, its agents, employees or said Parties may be put or subject to by reason of any intentional or negligent act, action, neglect, omission

or default of the part of Glendale or any part of Glendale's agents, employees, subcontractors, or persons employed by them, including, but not limited to, actions for bodily injury, illness, death, or for property damage.

VII.

INSURANCE

Peoria will self-insure or maintain such insurance as will hold Glendale harmless from all claims for damages to property, and for bodily Injury, including death, as may arise from matters covered under this IGA. Glendale will self-insure or maintain such insurance as will hold Peoria harmless for all claims for damages to property and for bodily injury, including death, as may arise from matters covered under this IGA.

Upon request, each city will deliver to the other certificates of insurance or self-insurance which certificates will be subject to the inspection and approval of the recipient city for adequacy and protection. Each certificate provided by one city will name the other city as an additional insured as regards this IGA. The policies and insurance required by this IGA will provide that, during the terms thereof, notice will be given at least thirty (30) days in advance of cancellations or material change in such policy or policies.

In the event either City elects to provide self-insurance, such assurances will be provided to the other as will be acceptable to its risk officer and city attorney.

Proof of insurance will be delivered prior to initial construction of the treatment facilities and will be maintained in force by both cities.

VIII.

NOTICES

Any notice, demand or request provided for in this IGA will be in writing and will be deemed properly served when made, if delivered in person, or sent by registered or certified mail, postage prepaid to the person specified as follows:

PEORIA: Office of the City Manager
City of Peoria
8401 W. Monroe
Peoria, Arizona 85345

With a Copy to: Office of the City Attorney
City of Peoria, Arizona
8401 West Monroe Street
Room 280
Peoria, AZ 85345

GLENDALE: Office of the City Manager
City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301

With a Copy to: Office of the City Attorney
City of Glendale
5850 W. Glendale Avenue
Suite 450
Glendale, Arizona 85301

IX.

WAIVER

The waiver by either party of any breach of any term, covenant or condition herein contained will not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

X.

REMEDIES

If either Peoria or Glendale will default in the timely performance of its obligations under this IGA, the party not in default to the extent permitted by applicable law, will be entitled to recover all damages incurred arising from the default in a suit or proceeding to enforce its rights under this IGA, including reasonable attorneys' fees at prevailing Phoenix-area market rates and cost of suit as set by the Court. The foregoing will not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to such party not in default.

XI.

CANCELLATION

This IGA is subject to cancellation under the provisions of A.R.S. §38-511. Otherwise, subject to Section X, Remedies, cancellation can only be had by mutual agreement.

XII.

ENTIRE AGREEMENT

The terms, covenants, and conditions of this IGA constitute the entire agreement between the Parties and no understandings or obligations not herein expressly set forth will be binding upon them. This IGA may not be modified or amended in any manner unless in writing and signed by the Parties. This IGA may be simultaneously executed in any number of counterparts, each of which when so executed will be deemed to be an original, but altogether will constitute but one and the same IGA.

Nothing in this IGA precludes the Parties from negotiating future agreements for additional expansion of the Treatment Plant to treat additional Peoria CAP water.

XIII.

SEVERABILITY

Should a court of competent jurisdiction find any part of this IGA to be invalid, those provisions other than the part adjudged to be invalid will remain in full force and effect.

XIV.

BINDING EFFECT

This IGA will be binding upon the Parties, successors in interest and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this IGA the day and year first written above.

CITY OF PEORIA, an
Arizona municipal corporation

CITY OF GLENDALE, an
Arizona Municipal Corporation

Recommended by:

Recommended by:

William J. Mattingly Date
Public Works-Utilities Director

Craig A. Johnson Date
Water Services Director

APPROVED AND ACCEPTED:

APPROVED AND ACCEPTED:

By: _____
Date

By: _____
Richard A. Bowers Date
Acting City Manager

ATTEST:

ATTEST:

By: _____
Date

By: _____
Date

APPROVAL OF COUNSEL

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the City of Peoria and the City of Glendale and declare the Intergovernmental 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 (i.e., Arizona Revised Statutes §11-952, *et seq.*).

Stephen M. Kemp
Peoria City Attorney

Michael Bailey
Glendale City Attorney

Exhibit A

Treatment Facility Site Location



Site Location

Pyramid Peak Water Treatment Plant
28101 North 63rd Ave.
Phoenix, AZ

Exhibit B

Estimate of Probable Design and Construction Costs

(exhibits on following pages)

Exhibit B

PYRAMID PEAK EXPANSION - OPINION OF PROBABLE COST EXPANDING WTP TO THE EAST OPTION

EXPANSION BUDGETARY COSTS		TOTAL
BASIN COMPLEX RM THROUGH FILTERS & INTERIM SOUND WALL		\$10,810,000
FILTER CONTROL AREA EXTENSION		\$701,000
CHEMICAL STORAGE AND FEED		
Aluminum sulfate storage, one additional chemical metering pump ¹		\$148,000
Ferric Chloride Storage Area		\$242,000
Ferric Chloride Storage Tanks ¹		\$280,000
Ferric Chloride Chemical Metering, Accessories & Piping		\$22,000
Coagulant Aid Polymer Metering Pump & Static Mixer		\$23,000
Two Chlorine Dioxide Generators ¹		\$430,000
PAC Two New Weir boxes + Two New Eductors		\$37,000
Chlorine Feeder		\$147,000
RECOVERED WATER BASIN		\$820,000
SLUDGE LAGOONS		\$1,339,000
STANDBY ENGINE GENERATOR ¹		\$441,000
SUBTOTAL		\$15,660,000
SITE WORK	5%	\$783,000
YARD PIPING	15%	\$2,349,000
ELECTRICAL	20%	\$3,132,000
INSTRUMENTATION & CONTROLS	8%	\$1,253,000
SUBTOTAL		\$23,177,000
GENERAL CONDITIONS	10%	\$2,318,000
CONTINGENCIES	30%	\$6,953,000
EXPANSION PRELIMINARY CONSTRUCTION COSTS 2015 DOLLARS		\$32,448,000
Preliminary Construction Costs 2017 Dollars		\$34,425,000
Rate = %	3.00%	
Time = Years	2	
Mid-Point Of Construction (2018 Dollars)		\$35,460,000
Rate = %	3.00%	
Time = Years	1	
EXPANSION ENGINEERING	10%	\$3,250,000
EXPANSION CONSTRUCTION ENGINEERING SERVICES	10%	\$3,250,000
CMAR Precon Services	2%	\$649,000
Materials Testing	1%	\$324,000
Permitting (MCESD and Phoenix)	1%	\$324,000
TOTAL FOR EXPANSION MID-POINT OF CONSTRUCTION (2018 Dollars)		\$43,257,000

¹ Denotes items for potential cost sharing pursuant to Section II. A.

Exhibit B - Continued

PYRAMID PEAK EXPANSION - OPINION OF PROBABLE COST EXPANDING WTP TO THE WEST OPTION

EXPANSION BUDGETARY COSTS		TOTAL
BASIN COMPLEX RM THROUGH FILTERS & INTERIM SOUND WALL		\$10,810,000
FILTER CONTROL AREA EXTENSION		\$701,000
CHEMICAL STORAGE AND FEED		
Aluminum sulfate storage, one additional chemical metering pump ¹		\$148,000
Ferric Chloride Storage Area		\$242,000
Ferric Chloride Storage Tanks ¹		\$280,000
Ferric Chloride Chemical Metering, Accessories & Piping		\$22,000
Coagulant Aid Polymer Metering Pump & Static Mixer		\$23,000
Two Chlorine Dioxide Generators ¹		\$430,000
PAC Two New Weir boxes + Two New Eductors		\$37,000
Chlorine Feeder		\$147,000
RECOVERED WATER BASIN		\$820,000
SLUDGE LAGOONS		\$1,559,000
STANDBY ENGINE GENERATOR ¹		\$441,000
COST ADDITION FOR EXPANDING PLANT TO THE WEST		\$906,000
SUBTOTAL		\$16,566,000
SITE WORK	5%	\$828,000
YARD PIPING	15%	\$2,485,000
ELECTRICAL	20%	\$3,313,000
INSTRUMENTATION & CONTROLS	8%	\$1,325,000
SUBTOTAL		\$24,517,000
GENERAL CONDITIONS		10% \$2,452,000
CONTINGENCIES		30% \$7,355,000
EXPANSION PRELIMINARY CONSTRUCTION COSTS 2015 DOLLARS		\$34,324,000
Mid-Point Of Construction (2018 Dollars)		\$37,510,000
EXPANSION ENGINEERING	10%	\$3,440,000
EXPANSION CONSTRUCTION ENGINEERING SERVICES	10%	\$3,440,000
CMAR Precon Services	2%	\$686,000
Materials Testing	1%	\$343,000
Permitting (MCESD and Phoenix)	1%	\$343,000
TOTAL FOR EXPANSION MID-POINT OF CONSTRUCTION (2018 Dollars)		\$45,762,000

¹ Denotes items for potential cost sharing pursuant to Section II. A.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15R

Date Prepared: August 18, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager

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

THROUGH: Jeff Tyne, Deputy City Manager

SUBJECT: Affiliate Event Funding Requests for FY2016

Purpose:

This is a request for City Council to consider authorizing affiliate event funding requests for the following FY2016 events: Old World Oktoberfest (\$11,400), "Take Me Home Huey" Art Sculpture Exhibition (\$8,000), Copper Hills 4 Peak Challenge (\$3,000), VolkStock Music Festival and VW Car Show (\$3,000), and the Prickly Pedal on the Maricopa Trail Mountain Bike Ride (\$20,000), with a total current request of \$45,400.

Background/Summary:

For several years now, the City has embraced the goal of supporting new and re-occurring special events sponsored by local nonprofit organizations. City funds have been used to offset city fees and charges and used to enhance the promotion and experience of events. Requests for support can be made through the annual city operating budget process and/or approved by City Council at other times of the year. These funds are one-time and budgeted on a year-by-year basis, and once exhausted, additional budgeted funds are not available until the next fiscal year.

A supplemental request of \$60,000 for Affiliate Event Support for various nonprofit organizations was authorized by Council through the FY2016 budget process.

Currently, five nonprofit organizations have submitted requests for affiliate event support from the City of Peoria. They are as follows:

- The Arizona Center for Germanic Cultures, Inc. is sponsoring the 10th Anniversary of the Old World Oktoberfest, and has requested \$11,400 in affiliate event support. These funds are proposed to cover permitting, marketing, staff and services, and the cost to clean Centennial Plaza for the event on Saturday, October 3, from 12 – 9 p.m. The Old World Oktoberfest celebrates the German heritage and culture in a colorful, carnival-like atmosphere.

- The 2015 VolkStock Music Festival and VW Car Show sponsored by German Toyz V-dub Club and Lunde's Peoria Volkswagen is planned for November 6th – 8th at Pioneer Park. This festival will celebrate the cool vibe that made Woodstock famous with live music and a fun, festive atmosphere, accentuated by the coolest cars from the era, VWs. The car show welcomes “dubs” of all years and models. The sponsoring organization is requesting \$3,000 for City staff, services and facility rental fees, permits, and event marketing.
- The Light Horse Legacy Foundation is sponsoring the *Take Me Home Huey* Exhibition during the Veterans Day celebration and has submitted a request for \$8,000. This mixed-media sculpture will be displayed at Rio Vista Recreation Center from November 5th – 8th. The exhibition will include the filming of a documentary to encourage interest in aviation, to commemorate the Vietnam War and to promote the healing of Americans of all conflicts who suffer the effects of PTSD.
- The inaugural Copper Hills 4 Peak Challenge is sponsored by the Copper Hills Church in the WestWing Community. This event will feature a family and community activity to challenge participants to traverse Peoria's four mighty hills: Sunrise, Calderwood Butte, EastWing and WestWing on November 14. The Church is requesting \$3,000 for event support to include City staff, services and facility rental fees, permits, and event marketing. WestWing Park, along with the newly completed Copper Hills Campus, will play host to the base camp for the hikers along with the after-party with music, food, and fun activities.
- The Prickly Pedal on the Maricopa Trail is a mountain bike event like no other. Featuring Peoria's stretch of the Maricopa Trail, the Valley's emerald ring—a seamless connection of beautiful desert and challenging terrain with scenic views and near-perfect riding conditions. This partnership with Maricopa County will provide support through sponsorship, event marketing, and City staff support and services in the amount of \$20,000.

Previous Actions:

Over the past two fiscal years and under the Affiliate Event Support funding authorization, the City has allocated in-kind and financial contributions to several events. In 2014, \$20,000 was allocated for support of the Multicultural Music Festival, which had 6,000 attendees. The 2014 Festival also received City funding through Arts Grants and District Funds, as well as outside sources including corporate sponsors, vendor fees and gate revenue.

In 2015, \$29,000 was allocated for support. Unfortunately, the weekend weather was a challenge which contributed to a lower than expected attendance at the Music Festival (3,500), and only 85% of the affiliate funds were used by the Northwest Black History Committee.

Also in 2015, the Chinese Lantern Festival was made possible through the support of affiliate funding in the amount of \$21,000, with 18,000 attending the event. The majority of this support covered the rental expense of Rio Vista Park and related City fees for the two-week event.

Options:

The following options are possible for the City Council:

- A. Approve the affiliate event funding requests for all five nonprofit organizations for FY2016, in the amount of \$45,400.
- B. Deny the affiliate event funding requests for all five nonprofit organizations for FY2016.
- C. Approve and/or deny the affiliate event funding requests for FY2016 on a case-by-case basis, based on the unique requests from each nonprofit organization listed above.
- D. Approve partial support for the affiliate event funding requests for FY2016 on a case-by-case basis, based on the unique requests and history of each affiliate event.

Staff's Recommendation:

Staff has reviewed each event application and, based on past-practice, has determined that each would be eligible for affiliate event support. Staff recommends that City Council determine that the event concepts, organizations and amounts are appropriate for affiliate funding support and align with the Council's goals for these funds.

Fiscal Analysis:

A supplemental request in the amount of \$60,000 for Affiliate Event Support was funded through the FY2016 budget process. These funds are available in, and will be expended from, the Special Events budget (1000-1510-522004).

Exhibit(s): None

Contact Name and Number: Kelli Kincaid, 623-773-7178



City Council Calendar

Color Key:
City Council

< August	September 2015					October >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8 Special City Council Meeting & Study Session Regular City Council Meeting	9	10	11	12
13	14	15	16	17	18	19
20	21	22 Regular City Council Meeting	23	24	25	26
27	28	29	30			



City Council Calendar

Color Key:
City Council

< September	October 2015					November >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 Regular City Council Meeting	7	8	9	10
11	12	13	14	15	16	17
18	19	20 Special City Council Meeting & Study Session Regular City Council Meeting	21	22	23	24
25	26	27	28	29	30	31

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

Agenda Item: RCM 17A

Date Prepared: August 24, 2015

Council Meeting Date: September 8, 2015

TO: Carl Swenson, City Manager
FROM: Roy W. Minter, Jr., Chief of Police
THROUGH: Jeff Tyne, Deputy City Manager
SUBJECT: Police Department Gold Standard Accreditation

Summary:

On July 25th, the Peoria Police Department received the advanced Gold Standard with excellence award, for successfully completing the seventh CALEA re-accreditation assessment. Peoria and Chandler are currently the only Arizona agencies to achieve Gold Standard re-accreditation with excellence.

In April 2015, a team of assessors from CALEA conducted an on-site assessment, examining all areas of the Peoria Police Department. This included an assessment of the department's policies, procedures, management, operations, and support services.

Although the Peoria Police Department has been accredited since 1997, this outside inspection was conducted under a new process known as the "Gold Standard Assessment", which focuses primarily on processes and outcomes associated with accreditation standards, rather than a file-by-file review.

The assessors reported that the department was in full compliance with all 480 CALEA standards. They also commented on how impressed they were with the department's recruitment plan, traffic safety programs, and community partnership through the United Community Action Network (UCAN) program.

The CALEA on-site assessment is part of a voluntary process completed every three years to gain accreditation, a highly prized recognition of professional excellence in the field of law enforcement. Of the 137 agencies seeking accreditation at the summer CALEA conference, Peoria was one of 15 agencies that received Gold Standard Accreditation with excellence.

Exhibit(s): None

Contact Name and Number: Roy W. Minter, Jr., Chief of Police, 623-773-7059