

# City Council Meeting Notice & Agenda

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Tuesday, January 19, 2016  
City Council Chamber  
8401 West Monroe Street  
Peoria, AZ 85345

## Special Meeting

5:00 P.M. Convene

### Roll Call

### Consent Agenda

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

### Consent

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

Discussion and possible action to authorize the holding of an Executive Session for the purpose of discussions or consultations 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 83rd Avenue and Peoria Avenue pursuant to A.R.S. §38-431.03.A.7.; **(b)** negotiations for an interest in real property pursuant to a development agreement pertaining to property located in the vicinity of 83rd Avenue and Paradise Lane pursuant to A.R.S. §38-431.03.A.7.; and **(c)** a license agreement with the P83 Property Owner Association pursuant to A.R.S. §38-431.03.A.7.

### Adjournment

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Mayor  
Cathy Carlat

Mesquite  
District  
Bridget Binsbacher,  
Vice Mayor

Acacia  
District  
Vicki Hunt

Ironwood  
District  
Bill Patena

Palo Verde  
District  
Michael Finn

Pine  
District  
Carlo Leone

Willow  
District  
Jon Edwards

## 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 discussions or consultations 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 83rd Avenue and Peoria Avenue pursuant to A.R.S. §38-431.03.A.7.; **(b)** negotiations for an interest in real property pursuant to a development agreement pertaining to property located in the vicinity of 83rd Avenue and Paradise Lane pursuant to A.R.S. §38-431.03.A.7; and **(c)** a license agreement with the P83 Property Owner Association pursuant to A.R.S. §38-431.03.A.7.

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

Convene immediately following Executive Session Meeting

### Roll Call

### Study Session Agenda

#### Subject(s) for Discussion Only

3. Certificate of Necessity for Ambulance Services Update

### Adjournment

## Regular Meeting

7:00 P.M. Convene

### Pledge of Allegiance

### Roll Call

### Final Call To Submit Speaker Request Forms

### Presentation

4. Recognition of Outgoing Public Works/Utilities Director, Bill Mattingly

### Consent Agenda

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

### Consent

5. C - Minutes

Discussion and possible action to approve the following minutes:

- November 17, 2015 Meeting Minutes
- December 1, 2015 Meeting Minutes

6. **C - Annexation of the Right-of-Way and Roadway improvements along the west side of 87th Avenue; Via Montoya to Williams Road**

Discussion and possible action to adopt **ORD. 2016-02** annexing the Maricopa County Right-of-Way of the west one-half of 87th Avenue from approximately 200' south of Via Montoya to Williams Road and its submission to the Maricopa County Board of Supervisors for official action.

7. **C - Grants, Arizona Department of Public Safety, Victims of Crime Act**

Discussion and possible action to: (a) accept \$86,808 from the Arizona Department of Public Safety for participation in the Fiscal Year 2016 Crime Victim Assistance Grant Program; and (b) approve a budget amendment in the amount of \$86,808 from the Proposed Grants Contingency account to the Victims of Crime Act Grant account to provide expenditure authority.

8. **C - Intergovernmental Agreement, City of Phoenix, Federal Transit Authority Grant**

Discussion and possible action to approve an Intergovernmental Agreement with the City of Phoenix, to provide \$80,983 in American with Disabilities Act complimentary paratransit funds and \$79,824 for one replacement Dial-a-Ride bus through a Federal Transit Authority grant.

9. **C - Intergovernmental Agreement, Flood Control District of Maricopa County, Northern Community Park, Lake Pleasant Parkway and Dixileta Drive**

Discussion and possible action to approve an Intergovernmental Agreement with the Flood Control District of Maricopa County for the funding of plan review and permit fees assessed by the US Army Corp of Engineers for the Northern Community Park.

10. **C - City Council Policy, Use of City, Staff, Resources and Equipment for the Purpose of Influencing Elections**

Discussion and possible action to adopt a City Council Policy pertaining to the use of City, staff, resources and equipment for the purpose of influencing elections.

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

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

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

Discussion and possible action to authorize the repurposing of an existing \$50,000 in one-time operational funds in order to supplement new economic development activities.

13. **C - Maintenance Improvement District No. 1161, Terramar Cove, Celestine Drive and 69th Avenue**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2016-02** intention and ordering the formation of proposed Maintenance Improvement District No. 1161, Terramar Cove, located at Celestine Drive and 69th Avenue; and adopt **RES. 2016-03** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

14. **C - Street Light Improvement District No. 1097, Terramar Cove, Celestine Drive and 69th Avenue**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2016-04** intention and ordering the formation of proposed Street Light Improvement District No. 1097, Terramar Cove, located at Celestine Drive and 69th Avenue; and adopt **RES. 2016-05** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

15. **C - Condominium Replat, The East Portion of Building D of Union Hills Office Park, 91st Avenue and Union Hills Drive**

Discussion and possible action to approve the Condominium Replat of the East Portion of Building D of Union Hills Office Park, located west of 91st Avenue at Union Hills Drive, subject to stipulations.

16. **C - Condominium Replat, The Southeast Portion of Building E of Union Hills Office Park, 91st Avenue and Union Hills Drive**

Discussion and possible action to approve the Condominium Replat of the Southeast Portion of Building E of Union Hills Office Park, located west of 91st Avenue at Union Hills Drive, subject to stipulations.

## Regular Agenda

## New Business

17. **R - Memorandum of Understanding, Peoria Police Officers Association**

Discussion and possible action to approve the Memorandum of Understanding with the Peoria Police Officers Association in total, for the period of July 1, 2016 through June 30, 2018.

18. **R - PUBLIC HEARING - Minor General Plan Amendment, Resort Lifestyle Communities, 81st Avenue and Beardsley Road**

**PUBLIC HEARING:** RE: Minor General Plan Amendment, Resort Lifestyle Communities, 81st Avenue and Beardsley Road.

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

**COUNCIL ACTION:** Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2016-06**, approving an amendment to the General Plan Land Use Map by re-designating the site encompassing approximately 14.9 acres of land located at the southeast corner of 81st Avenue and Beardsley Road from High Density Residential (15+ du/ac) to Medium-High Density Residential (8-15 du/ac).

19. **R - PUBLIC HEARING - Rezoning, Resort Lifestyle Communities, 81st Avenue and Beardsley Road**

**PUBLIC HEARING:** RE: Resort Lifestyle Communities Rezone, 81st Avenue and Beardsley Road

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

**COUNCIL ACTION:** Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2016-03**, rezoning approximately 14.9 acres of land located at the southeast corner of 81st Avenue and Beardsley Road from General Agricultural (AG) to Resort Lifestyle Communities Planned Area Development (PAD) (Case Z15-0004).

**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**

20. **Council Calendar**

21. **Reports**

A. ParkFest @ Parkridge Park

## 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:** December 22, 2015

**Council Meeting Date:** January 19, 2016

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**TO:** Carl Swenson, City Manager  
**FROM:** Bobby Ruiz, Fire Chief  
**THROUGH:** Jeff Tyne, Deputy City Manager  
**SUBJECT:** Ambulance Certificate of Necessity Update

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**Purpose:**

To update the Council on the Ambulance Certificate of Necessity (CON) application process. This will include a review of the process, the current status of the City's application and expected timelines for application approval. A brief overview of the next steps after application approval will be covered.

**Background/Summary:**

It was the consensus of the Council to move forward with the CON application providing ambulance service . Updates were provided to Council during the Council Seminar held on August 29, 2015. The presentation is a brief update on the application status.

**Previous Actions:**

The CON application was submitted to Arizona Department of Health Services on June 25, 2015.

**Staff's Recommendation:**

No recommendations will be made.

**Narrative:**

The CON application has completed the substantive review phase, which is the final phase of the Arizona Department of Health Services (DHS), Bureau of EMS review. DHS has found the City to be "fit and proper" and has approved the City's requested rates. The Department will proceed to a two week period open to public comment or intervention. Barring any intervention, the CON will proceed to the Director of ADHS for approval.

**Contact Name and Number:**

Bobby Ruiz, Fire Chief  
Ext. 7380

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 4

**Date Prepared: January 11, 2016**

**Council Meeting Date: January 19, 2016**

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**TO:** Mayor and City Council  
**FROM:** Carl Swenson, City Manager  
**SUBJECT:** Recognition of William "Bill" Mattingly

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**Summary:**

William "Bill" Mattingly has had a long and distinguished career with the City of Peoria and has been a steady leader within the organization as well as the region. He is well known for his outstanding ethical leadership and unwavering professionalism.

Bill has been instrumental in creating the department he leads by merging two departments: 'Public Works', and 'Utilities' into one cohesive, efficient, and effective operation. He was a key part of the City's successful effort to weather the financial downturn and has always understood the importance of assuring great value for our tax and rate payers. He led the successful effort to achieve accreditation for our Public Works and Utilities area which was a huge undertaking and a very significant accomplishment. His calm, competent, approach to ensuring the City delivers the utmost citizen service is a model for us all.

Some of Bill's many accomplishments over his 22 year career in Peoria include assuring the City has a reliable long term supply of water, pioneering advanced waste water treatment and recharge, including oversight of the state-of-the-art Butler plant. Bill was also key in creating and implementing our long term Utility CIP and managing our efficient solid waste program which includes household recycling. He understood the importance of conservation and helped lead our Sustainability initiatives by managing our fleet effectively and economically and maintaining all of our facilities in a cost effective way.

Bill has helped the City of Peoria to grow into what it is today through his vision and leadership. He is always leading by example and continues to model our organizational values in all that he does.

Bill has announced his intention to retire from office in February 2016. We wish him all the best as he enters this new chapter in his life and offer sincere thanks and appreciation for all that he has done in his time here.

**MINUTES OF THE PEORIA CITY COUNCIL**  
CITY OF PEORIA, ARIZONA  
CITY COUNCIL CHAMBER  
November 17, 2015

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

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

**Council Youth Liaisons:** Kendra Boden and Christopher Camacho.

**Members Absent:** None.

**Other Municipal Officials Present:** Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Linda Blas, Deputy City Clerk; Julie Ayers, Human Resources Director; Andy Granger, Development and Engineering Director;; Bo Larsen, Public Information Director; Roy Minter, Police Chief; and Dawn Prince, Assistant to the City Manager.

**Audience:** Approximately 60 members of the public were present.

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

## **CONSENT AGENDA**

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

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

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

Authorized 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) labor negotiations with the Peoria Police Officers Association pursuant to A.R.S. § 38-431.03.A.5.; and (b) negotiations for the purchase, sale or lease of real property located in the vicinity of Happy Valley Parkway and 91<sup>st</sup> Avenue pursuant to A.R.S. § 38-431.03.A.7.

**ADJOURNMENT:**

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

## EXECUTIVE SESSION AGENDA

2. An Executive Session was convened immediately following the 5:00 p.m. Special Meeting for the purpose of discussion and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding: (a) labor negotiations with the Peoria Police Officers Association pursuant to A.R.S. § 38-431.03.A.5.; and (b) negotiations for the purchase, sale or lease of real property located in the vicinity of Happy Valley Parkway and 91<sup>st</sup> Avenue pursuant to A.R.S. § 38-431.03.A.7.

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

A **Study Session Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 6:10 p.m.

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

**Council Youth Liaisons:** Kendra Boden and Christopher Camacho.

**Members Absent:** None.

**Other Municipal Officials Present:** Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Linda Blas, Deputy City Clerk; Julie Ayers, Human Resources Director; Andy Granger, Development and Engineering Director; Katie Gregory, Deputy Finance and Budget Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Roy Minter, Police Chief; and John Sefton, Community Services Director.

**Audience:** Approximately five members of the public were present.

## STUDY SESSION AGENDA

### **Subject(s) for Discussion Only**

3. Fiscal Year 2016 Mid-Year Budget

Carl Swenson, City Manager, and Katie Gregory, Deputy Finance and Budget Director, presented regarding the Fiscal Year 2016 Mid-Year Budget. Information included:

- Financial Foundations
  - Good financial policies
  - Long-range perspectives
  - Financial management based on local economy and revenue sources

- Peoria's Current Financial Picture
  - Revenue growth above projections
  - Maintaining expenditure control
  - Anticipated increase in State-shared revenue distributions
  - Health care cost containment
  
- General Fund Mid-Year Budget Adjustments
  - Four firefighters to provide 24/7 coverage at the Lake Pleasant Fire Station
  - Two firefighter/emergency medical technicians to implement an Alternative Response Vehicle pilot program to enhance emergency-medical response to low acuity medical calls
  - Two police officers and a patrol vehicle to increase police presence in northern Peoria
  - A new Senior Policy Advisor to the Mayor to provide policy support for the Office of the Mayor
  - Funding to support an intergovernmental agreement with the Peoria Unified School District related to the use of school facilities for recreation programs
  
- Half-Cent Sales Tax Fund Mid-Year Budget Adjustments
  - One-time funding for legal services related to various Economic Development projects
  - Funding for increased costs for electricity at the Peoria Sports Complex
  
- Solid Waste/Storm Water Funds Mid-Year Budget Adjustments
  - 1.75 full-time equivalent solid waste operators and two vehicles to address residential growth and increased service demands in northern Peoria
  - One-time funding for clean up, tree trimming and ground vegetation removal on a City-owned parcel north of the Fletcher Heights subdivision
  
- Next steps
  - Mid-year budget adjustments to be submitted to Council for approval on December 1, 2015
  - Adjustments will be incorporated into the Fiscal Year 2017 financial forecasts if approved

In response to questions from Council, Mr. Swenson advised there will be some funding available for additional positions or enhanced services in the Fiscal Year 2017 Budget.

**ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 6:34 p.m.

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

Following a moment of silent reflection, Council Youth Liaison Camacho led the Pledge of Allegiance.

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

**Council Youth Liaisons:** Kendra Boden and Christopher Camacho.

**Members Absent:** None.

**Other Municipal Officials Present:** Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Linda Blas, Deputy City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Julie Ayers, Human Resources Director; Andy Granger, Development and Engineering Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Brent Mattingly, Finance and Budget Director; Roy Minter, Police Chief; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; and Dawn Prince, Assistant to the City Manager.

**Audience:** Approximately 35 members of the public were present.

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

### **Presentation**

4. Mayor Carlat introduced former Mayor Ron Travers and presented him with a plaque in recognition of his service and dedication to the City of Peoria. Mayor Travers introduced his family members in attendance and thanked the City.

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

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

5. **C - Minutes**

Approved the following minutes:

- September 8, 2015 Meeting Minutes
- September 22, 2015 Meeting Minutes
- October 6, 2015 Meeting Minutes

6. **C - Appointments and Reappointments, Boards and Commissions**

Approved the recommendations from the Council Boards and Commissions Subcommittee pertaining to the following appointments and reappointments, and adopted the Resolutions as presented:

- Adopted **RES. 2015-108** reappointing William Bercu, as a regular member, to a term to expire December 2019, and reappointing Mitchell Bolnick, as an alternate member, to a term to expire December 2019, to the Board of Adjustment,
- Adopted **RES. 2015-109** reappointing Reed Webber as a regular member, to a term to expire December 2019, to the Citizens Commission on Salaries for Elected City Officials,
- Adopted **RES. 2015-110** reappointing William Schindler as a regular member, to a term to expire in November 2019, to the Municipal Development Authority,
- Adopted **RES. 2015-111** appointing Jay Otlewski as a regular member to a partial term to expire in December 2018, and reappointing Leigh Strickman as a regular member, to a term to expire December 2019, to the Planning and Zoning Commission,
- Adopted **RES. 2015-112** reappointing John Albright as a regular member, to a term to expire December 2019, to the Volunteer Firefighter Pension Board,
- Adopted **RES. 2015-113** appointing Isaac Havir as an alternate member to a term to expire June 2017, to the Youth Advisory Board,
- Adopted **RES. 2015-114** appointing Suzanne Roy as a regular member to a term to expire June 2017, to the Arts Commission,
- Adopted **RES. 2015-115** appointing Dennis Grenier as a regular member to a term to expire December 2019, to the Building Board of Appeals, and
- Adopted **RES. 2015-116** appointing Brighton Greathouse as an alternate member to a term to expire June 2016, to the Youth Advisory Board.

7. **C - Intergovernmental Agreement, Arizona Department of Transportation, Traffic Management Center Equipment Upgrade**

Adopted **RES. 2015-117** approving an Intergovernmental Agreement with the State of Arizona for the Traffic Management Center Equipment Upgrade.

8. **C - Intergovernmental Agreement, Arizona Board of Regents, University of Arizona's Water Resources Research Center, Water Conservation Education**

Approved an Intergovernmental Agreement with the Arizona Board of Regents on behalf of the University of Arizona's Water Resources Research Center to provide Water Conservation Education.

9. **C - Intergovernmental Agreement, HOME Program Fiscal Year 2016**

- (a) Approved an Intergovernmental Agreement with Maricopa County in the amount of \$162,966 governing the City's annual HOME Program grant allocation as a member of the Maricopa County HOME Consortium; and
- (b) Authorized Staff to execute all required documents.

10. **C - Settlement Agreement, Peoria Citizens Committee v. Geriminsky et al.**

Approved the settlement agreement between Peoria Citizens Committee v. Geriminsky et al and authorized the City Attorney's Office to execute all necessary documents to complete settlement.

11. **C - Minor 1st Quarter Budget Amendments**

Approved the Fiscal Year 2016 First Quarter Budget Amendments.

12. **C - Budget Adjustment, Vistancia Commercial Core Backbone Infrastructure, El Mirage Road Improvements**

- (a) Authorized the use of Transportation Sales Tax reserves; and
- (b) Authorized a budget adjustment within the project budget for the final payments and close-out of the Vistancia Commercial Core Backbone Infrastructure Improvement project.

13. **C - Budget Amendment, Two Contract Part-Time Judicial Assistant Positions, Municipal Court**

- (a) Authorized the use of the Peoria Municipal Court Enhancement Funds for two part-time contract Judicial Assistants;
- (b) Approved two contract part-time Judicial Assistant positions, nonbenefited, each for 20 hours weekly for one year; and

- (c) Approved a budget amendment in the amount of \$46,473 from the General Fund Contingency account to the Peoria Municipal Court Enhancement Fund Salaries and Wages account.

14. **C - Federal Transit Administration, Public Transit, 2015 Title VI Program**

Approved the Federal Transit Administration required 2015 Title VI Program update for the City of Peoria Transit Division.

15. **C - 2015 Maricopa County Multi-Jurisdictional Hazard Mitigation Plan, Jurisdictional Summary for the City of Peoria**

Adopted **RES. 2015-55** approving the 2015 Maricopa County Multi-Jurisdictional Hazard Mitigation plan pursuant to Federal Emergency Management Agency requirements in order to maintain emergency operations and disaster management funding.

16. **C - Authorize Sale of General Obligation Bonds Series 2015A and General Obligation Refunding Bonds Series 2015B**

Adopted **RES. 2015-118** authorizing the sale and issuance of not to exceed \$110,000,000 aggregate principal amount of General Obligation Bonds, Series 2015A and General Obligation Refunding Bonds, Series 2015B; approving the form and authorizing the execution and delivery of all documents related to the issuance of the bonds; delegating the determination of certain terms of the bonds and matters related thereto to the Chief Financial Officer of the City; ratifying the form and distribution of a preliminary official statement relating to the bonds; authorizing the subsequent levying of an ad valorem property tax with respect to the bonds; and authorizing the taking of all other actions necessary for the consummation of the transactions contemplated by the resolution and declaring an emergency.

17. **C - Investment Report, Quarter Ending September 30, 2015**

Accepted the Investment Report as presented.

## **REGULAR AGENDA**

### **New Business:**

18. **R - PUBLIC HEARING - Annexation, Denaro Plaza, Lake Pleasant Parkway and Happy Valley Parkway**

### **Staff Report:**

Chris Jacques, Planning and Community Development Director, presented regarding the annexation of approximately 1,646 square feet of privately-owned property located west of the northwest corner of Lake Pleasant Parkway and Happy Valley Parkway.

**PUBLIC HEARING:**

Mayor Carlat opened the Public Hearing and asked if any Councilmember or citizens wished to comment on the annexation of approximately 1,646 square feet of privately-owned property located west of the northwest corner of Lake Pleasant Parkway and Happy Valley Road.

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

**COUNCIL ACTION:** No Council action required.

19. **R - Confirmation of Deputy City Manager Appointment**

Motion was made by Councilmember Binsbacher, seconded by Councilmember Finn, to approve the appointment of Julie Ayers as Deputy City Manager, effective November 21, 2015. Upon vote, the motion carried unanimously 7 to 0.

**Clerk's Note: Agenda Items 20C, 21C, and 22C were voted on separately by the Vistancia Community Facilities District Board. The legal actions for these items will be reflected separately in the November 17, 2015 Vistancia Community Facilities District Board minutes.**

**Call To The Public (Non-Agenda Items)**

Former Mayor Bob Barrett and Gwen McMichaels, Past President of the Peoria Sunset Lions, provided information on Christmas for the Troops 2015. The closing date for donations is November 20, 2015. Personal necessities are needed as well as cash donations to defray postage. The Council and City employees were thanked for their support.

**Reports from City Manager:**

23. **Council Calendar**

24. **Reports**

- A. Bill Mattingly, Public Works Director, presented information on Small Cellular Antennas in City rights-of-way.
- B. Carl Swenson, City Manager, announced that the City of Peoria received a Certificate of Excellence in Performance Management Award from the International City/County Management Association. Katie Gregory, Deputy Director of Finance and Budget, was thanked for her leadership on the project.
- C. John Sefton, Community Services Director, presented a brief overview of the Neighborhood ParkFest! Series featuring Country Meadows Park on Saturday, November 21, 2016 from 5:30 – 8:30 p.m.

- D. John Imig, Information Technology Director, announced that the City of Peoria received Public Technology Institute Awards for the City's Graffiti Incident Mapping Project and Accela Citizen Access Enhancements Project and a Public Technology Institute Significant Achievement Award for the Business Centric GIS Intranet Viewer Project.
- E. The proposed 2016 Calendar for City Council Meeting dates was provided by Carl Swenson, City Manager.

### **Reports from City Council:**

Council Youth Liaison Boden reported that she attended the National League of Cities Conference in Nashville, Tennessee.

Councilmember Binsbacher congratulated Julie Ayers on her appointment as Deputy City Manager and congratulated the Information Technology department on their awards. Councilmember Binsbacher reported on the various City of Peoria activities she attended including the Terramar Community meeting, the Old Town Community Garden Dedication, and the Four Peak Challenge. Councilmember Binsbacher visited the Community Park #3 proposed site and recognized the amazing opportunity this would be for the City of Peoria.

Councilmember Patena congratulated Julie Ayers on her appointment as Deputy City Manager and congratulated the Information Technology department on their awards. Councilmember Patena reported that he attended the Veterans Recognition Dinner at Westbrook Village and the Best of the West Awards banquet. Councilmember Patena recognized Joe Manning, Vice President of the Firefighters Association, for his contributions and professionalism.

Vice Mayor Edwards reported on his continuing efforts to meet with high school students. Vice Mayor Edwards judged costumes at the Monster Bash on November 30, and thanked the firefighters for their interaction with the children. Vice Mayor Edwards attended the Light Horse Legacy event on November 5, and the Veteran's dinner at Westbrook on November 10. Vice Mayor Edwards extended congratulations to Julie Ayers on her appointment as Deputy City Manager, and wished everyone a safe holiday.

Councilmember Finn congratulated Julie Ayers on her appointment as Deputy City Manager. Councilmember Finn thanked Peoria City staff and the Kiwanis for their work on the Kiwanis Park. The Neighborhood Pride event was a success with over 500 volunteers. Councilmember Finn thanked Peoria public safety for their efforts in keeping citizens safe.

Councilmember Hunt attended the National League of Cities Conference in Nashville. Councilmember Hunt thanked John Sefton and his department for their efforts towards the Community Garden party, and thanked many volunteers for their role in the development of the Community Garden. Fire Station #1

Distillery will be open for the Holiday Festival. Councilmember Hunt attended the APS dinner on November 17.

Councilmember Leone attended a family event at a new housing development on October 24, the Folkfest Annual Luncheon on the plaza on October 29, and the Halloween Bash on October 30 where he judged costumes. Approximately 10-15,000 people attended. Councilmember Leone also attended the State Trailer Grand Opening on November 6. Councilmember Leone encouraged citizens to attend the ParkFest! FreeBirds Movie on November 21.

Council Youth Liaison Camacho reported that he and other students had an opportunity to meet and talk with Vice Mayor Edwards and Councilmember Leone.

**Reports from the Mayor:**

Mayor Carlat reported that Peoria is privileged to have citizens who want to be involved, including:

Dave Barron who worked to secure Peoria as the first stop for the "Take Me Home Huey" exhibit commemorating the 50<sup>th</sup> Anniversary of the Vietnam War.

Russ Lachance for organizing the first Veterans Honors Dinner at Westbrook Village three years ago to thank veterans. It is now a sold out event.

Linda Shadman, a Peoria resident with pulmonary hypertension, who appeared on television to tell her story to promote Pulmonary Hypertension Awareness Month.

Kyle Klaphake and his family for starting the Arizona Broadway Theatre in Peoria, which is now celebrating its 10<sup>th</sup> Anniversary.

Mayor Carlat congratulated Julie Ayers on her appointment as Deputy City Manager.

**ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 8:05 p.m.

---

Cathy Carlat, Mayor

ATTEST:

---

Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 17th day of November, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 19<sup>th</sup> day of January, 2016.

(Seal)

---

Rhonda Geriminsky, City Clerk

**MINUTES OF THE PEORIA CITY COUNCIL**  
CITY OF PEORIA, ARIZONA  
CITY COUNCIL CHAMBER  
December 1, 2015

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

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

**Council Youth Liaisons:** Kendra Boden and Christopher Camacho.

**Members Absent:** None.

**Other Municipal Officials Present:** Carl Swenson, City Manager; Julie Ayers, Deputy City Manager, Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Bill Mattingly, Public Works Director; Roy Minter, Police Chief; and Dawn Prince, Assistant to the City Manager.

**Audience:** Approximately 5 members of the public were present.

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

## **CONSENT AGENDA**

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

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

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

Authorized 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 labor negotiations with the Peoria Police Officers Association pursuant to A.R.S. § 38-431.03.A.5.

**ADJOURNMENT:**

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

## EXECUTIVE SESSION AGENDA

2. An Executive Session was convened immediately following the 5:00 p.m. Special Meeting 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 labor negotiations with the Peoria Police Officers Association pursuant to A.R.S. § 38-431.03.A.5.

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

A **Study Session Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 6:14 p.m.

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

**Council Youth Liaisons:** Kendra Boden and Christopher Camacho.

**Members Absent:** None.

**Other Municipal Officials Present:** Carl Swenson, City Manager; Julie Ayers, Deputy City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; John Sefton, Community Services Director; Scott Whyte, Economic Development Services Director; and Dawn Prince, Assistant to the City Manager.

**Audience:** Approximately 20 members of the public were present.

## STUDY SESSION AGENDA

### **Subject(s) for Discussion Only**

3. Bill Mattingly, Public Works Director, presented regarding proposed near term transit service enhancements including:
  - Background of transit services
  - Key stakeholders
  - Funding plan

The consensus of the Council was to move forward with study of the proposed transit and park and ride plan.

**ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 6:44 p.m.

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

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

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

**Council Youth Liaisons:** Kendra Boden and Christopher Camacho.

**Members Absent:** None.

**Other Municipal Officials Present:** Carl Swenson, City Manager; Julie Ayers, Deputy City Manager, Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Director; Bill Mattingly, Public Works Director; Roy Minter, Police Chief; John Sefton, Community Services Director; Tammy Shreeve, Strategic Management Officer, Scott Whyte, Economic Development Services Director; and Dawn Prince, Assistant to the City Manager.

**Audience:** Approximately 35 members of the public were present.

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

**Presentation:**

4. Mayor Carlat and Councilmember Patena presented Certificates of Appointment to the following Board and Commission members who were appointed by Resolution at the November 17, 2015 City Council meeting:
  - Dennis Grenier to the Building Board of Appeals; and
  - Brighton Greathouse and Isaac Havir to the Youth Advisory Board

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

Mayor Carlat announced that the Consent Agenda included a Public Hearing on a liquor license application for Slicks Garage, located at 8350 West Paradise Lane. There were no requests from those present to address this agenda item.

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

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

5. **C - Minutes**

Approved the October 20, 2015 City Council Meeting minutes.

6. **C - Code Amendment, Chapter 1, City Seal, Logos, Insignias and Graphics**

Adopted **ORD. 2015-24** amending Chapter 1 of the Peoria City Code (1992 Edition) pertaining to City seal, logos, insignias and graphics.

7. **C - Grants, Arizona Automobile Theft Authority, Vehicle Theft Prevention**

- (a) Accepted \$2,764 from the Arizona Automobile Theft Authority to purchase Vehicle Identification Number (VIN) etching equipment and supplies; and
- (b) Approved a budget amendment in the amount of \$2,764 from the Proposed Grants Contingency account to the Arizona Automobile Theft Authority Grant account to provide expenditure authority.

8. **C - Intergovernmental Agreement, Arizona Department of Public Safety, Arizona Counter Terrorism Information Center, Terrorism Liaison Officer Program**

Authorized the City Manager to execute an Intergovernmental Agreement with the Arizona Department of Public Safety to participate in the Arizona Counter Terrorism Information Center’s Terrorism Liaison Officer Program.

9. **C - Development Agreement Partial Amendment, Lake Pleasant Heights Westland Road Reservoir and Booster Station, IOTA Purple**

Approved a Partial Amendment to the Lake Pleasant Heights Development Agreement, which outlines the financial participation of IOTA Purple in completing the Westland Road Reservoir and Booster Station.

10. **C - Joint Development Agreement, Westland Road Reservoir and Booster Station**

Approved the Westland Road Reservoir and Booster Station Joint Development Agreement, which outlines the City's and the developers' participation in the design and construction of the Westland Road reservoir, booster station, water mains, and appurtenances.

11. **C - Economic Development Activities Agreement, Denaro Ventures, LLC**

- (a) Authorized the City Manager to execute an Economic Development Activities Agreement with Denaro Ventures, LLC for the construction of a medical office building in northern Peoria;
- (b) Approved the use of General Fund Reserves and;
- (c) Approved a budget adjustment in the amount of \$175,000 from the Economic Development Fund Contingency account to the Economic Development Fund Economic Development Programs account.

12. **C - Economic Development Activities Agreement Amendment, Huntington University**

Authorized the City Manager to execute an amendment to the Economic Development Agreement with Huntington University for the development of an accredited university campus location in Peoria.

13. **C - Expenditure Authority, Sports Complex General Admission Surcharge Funds, Sports Complex Improvements Phase 3**

- (a) Authorized expenditures from the Sports Complex General Admission Surcharge Fund; and
- (b) Approved a budget adjustment in the amount of \$80,000 from the Sports Complex Improvement Reserve Contingency account to the Sports Complex General Admission Surcharge Fund Building and Improvements account to complete improvement projects in conjunction with Sports Complex Phase 3 Improvements.

14. **C - Additional Expenditure Authority, Northern Community Park Site Study, Lake Pleasant Parkway and Dixileta Drive**

- (a) Authorized an expenditure in an amount up to \$100,000 of available Capital funding for study-related professional services and City-incurred expenses in support of the Northern Community Park Site Study; and
- (b) Authorized the City Manager to execute any related contract amendments.

15. **C - Budget Amendment, Community Center Heating, Ventilating and Air Conditioning (HVAC) Enhancements, 84th Avenue and Jefferson Street**

- (a) Approved the use of reserves; and
- (b) Approved a budget amendment in the amount of \$50,000 from the Municipal Office Complex Reserve Contingency account to the Community Center HVAC Enhancements, Improvements Other than Land or Buildings account to provide additional funding to the Community Center HVAC Enhancements project.

16. **C - Fiscal Year 2016 Mid-Year Budget Adjustments**

Approved the mid-year budget recommendations and associated Fiscal Year 2016 budget adjustments.

17. **C - Appointment, Administrative Hearing Officers, Designation of Taxpayer Problem Resolution Officer**

Adopted **RES. 2015-119** appointing Administrative Hearing Officers and designating a Taxpayer Problem Resolution Officer and declaring an emergency.

18. **C - Final Plat, Terramar Cove, 71st Avenue and Happy Valley Road**

Approved the Final Plat of Terramar Cove, located at 71st Avenue north of Happy Valley Road, subject to stipulations.

19. **C - Final Plat, The Meadows - Parcel 2A, 91st Avenue and Deer Valley Road**

Approved the Final Plat of The Meadows - Parcel 2A, located at 91st Avenue and Deer Valley Road, subject to stipulations.

20. **C - Final Plat, Blackstone at Vistancia, Parcels B11, B13, B14, Blackstone Drive and Sunrise Point**

Approved the Final Plat of Blackstone at Vistancia, Parcels B11, B13, B14, located at Blackstone Drive and Sunrise Point, subject to stipulations.

21. **C - Final Plat, Lunde Mitsubishi, Bell Road and 88th Drive**

Approved the Final Plat of Lunde Mitsubishi, located at Bell Road and 88th Drive, subject to stipulations.

22. **C - Replat, Trilogy West Phase 1 - Parcel C41 Tract N, Vistancia Boulevard and Lone Mountain Road**

Approved the Replat of Trilogy West Phase 1 - Parcel C41 Tract N, located at Vistancia Boulevard, south of Lone Mountain Road, subject to stipulations.

23. **C - Easement, Salt River Project Irrigation, 75th Avenue Intersection Widening Project**

Adopted **RES. 2015-120** authorizing the execution of an Irrigation Easement to Salt River Project for the replacement and maintenance of irrigation facilities associated with the construction of the 75th Avenue Intersection Widening Projects at Peoria Avenue and Cactus Road.

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

Adopted **RES. 2015-121** accepting Deeds and Easements for various real property interests acquired by the City.

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

Adopted **RES. 2015-122** designating various real properties to be used as City roadways and authorize the establishment of public rights-of-way to be opened and maintained by the City as a public street.

26. **C - Public Hearing - Liquor Licenses, Slicks Garage, 8350 West Paradise Lane**

Recommended approval to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Slicks Garage, located at 8350 West Paradise Lane, Raina L. Young, Applicant, LL#20013591.

## **REGULAR AGENDA**

### **New Business:**

27. **R - Establishment of an Ad Hoc Citizens Review Committee**

Mayor Carlat presented regarding the establishment of an Ad Hoc Citizens Committee to review improvements that can enhance the quality of life in the City.

Motion was made by Vice Mayor Edwards, seconded by Councilmember Binsbacher, to approve the establishment of an Ad Hoc Citizens Committee. Upon vote, the motion carried unanimously 7 to 0.

### **Call To The Public (Non-Agenda Items)**

James Deibler addressed the Council regarding his support for small business and transit improvements.

### **Reports from City Manager:**

28. **Council Calendar**

29. **Reports**

- A. Carl Swenson, City Manager, announced that the Public Works and Utility Department Bulk Trash Collection Program is now collecting on a twice-a-year schedule.
- B. Mr. Swenson announced that an updated Community Resources Guide is now available.
- C. John Sefton, Community Services Director, provided information on the upcoming Festival of Cheer.
- D. Mr. Sefton also provided information on Peoria's Old Town Holiday Festival.

### **Reports from City Council:**

Council Youth Liaison Boden welcomed Brighton Greathouse and Isaac Havir to the Youth Advisory Board. She also expressed excitement for the Festival of Cheer and gratitude towards Vice Mayor Edwards for his participation.

Councilmember Binsbacher expressed appreciation for the establishment of the Ad Hoc Citizens Review Committee. Councilmember Binsbacher stated she is pleased with the partnership between the Peoria Fire & Safety Department and Safe Baby Haven. Councilmember Binsbacher she attended the William P. Carey Spirit of Enterprise Awards Luncheon on November 20<sup>th</sup> where two Peoria businesses were recognized.

Councilmember Patena recognized the hard work of the staff of the City of Peoria and their dedication towards the citizens of Peoria.

Councilmember Edwards congratulated the Mayor on the Ad Hoc Citizens Review Committee and stated he is looking forward to participating in the Festival of Cheer.

Councilmember Finn congratulated the Mayor on the Ad Hoc Citizens Review Committee, and congratulated the Centennial Coyotes on their Division 1 state football championship.

Councilmember Hunt reported she was honored to receive an antique quilt made by Peoria citizens, on behalf of the City. The quilt is displayed in the lobby of TheaterWorks for the opening of The Quilt Makers Gift and will remain on display through January 2016.

Councilmember Leone reported on the various City of Peoria activities he attended and encouraged citizens to check out the Farmer's Market at Park West every Saturday and the food trucks at the Peoria Sports Complex every Friday night.

Council Youth Liaison Camacho congratulated Brighton Greathouse and Isaac Havir on their appointment to the Youth Advisory Board and advised that the Youth Advisory Board completed the Youth Bill of Rights, which was a proud accomplishment. Council Youth Liaison Camacho thanked Vice Mayor Edwards for participating in the dunk tank at the Festival of Cheer.

**Reports from the Mayor:**

Mayor Carlat expressed her appreciation for the establishment of the Ad Hoc Citizens Review Committee. She invited the Council Youth Liaisons to read the Youth Bill of Rights at a future council meeting.

**ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 7:30 p.m.

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Cathy Carlat, Mayor

ATTEST:

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Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 1<sup>st</sup> day of December, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 19<sup>th</sup> day of January, 2016.

(Seal)

---

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 6C

**Date Prepared: December 23, 2015**

**Council Meeting Date: January 19, 2016**

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**TO:** Carl Swenson, City Manager

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

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

**SUBJECT:** Right of Way Annexation, west side of 87<sup>th</sup> Avenue; Via Montoya to Williams Road

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**Purpose:**

This is a request for City Council to authorize the adoption of an Ordinance approving the annexation of the west one-half of 87<sup>th</sup> Avenue from approximately 200 feet south of Via Montoya to Williams Road.

**Background/Summary:**

On April 3, 2012, the City entered into an Intergovernmental Agreement with Maricopa County for the purpose of constructing the roadway improvements on the remaining portions of 87<sup>th</sup> Avenue from Deer Valley Road to Williams Road. The 87<sup>th</sup> Avenue west side roadway improvements and reconstruction of the existing pavement along the east side of 87<sup>th</sup> Avenue from 200 feet south of Via Montoya to Williams Road were constructed to City standards. The construction of the roadway improvements were completed in May 2015. In return for constructing the 87<sup>th</sup> Avenue roadway improvements and reconstructing the City's pavement, the City agreed to annex the west side of 87<sup>th</sup> Avenue from 200 feet south of Via Montoya to Williams Road. Annexing this one-quarter mile of 87<sup>th</sup> Avenue will bring 87<sup>th</sup> Avenue from 200 feet south of Via Montoya to Williams Road under the control of one agency.

The proposed ordinance will annex the west side of 87<sup>th</sup> Avenue from 200 feet south of Via Montoya to Williams Road into the City of Peoria upon approval by Maricopa County Board of Supervisors. This matter has been reviewed by the Development and Engineering and Public Works-Utilities Departments.

**Previous Actions:**

April 3, 2012 – Approved IGA with Maricopa County

May 2015 – MCDOT completed the construction of the 87<sup>th</sup> Avenue roadway improvements

**Options:**

- A:** Approve the annexation of the unincorporated west side of 87th Avenue Right-of-Way from 200 feet south of Via Montoya to Williams Road in accordance with the approved IGA.
- B:** Deny the approval of the annexation resulting in a breach of the terms of the IGA and potential future maintenance and emergency response issues.

**Staff's Recommendation:**

Staff recommends the adoption of the annexation ordinance allowing the City to annex the unincorporated west one-half of 87<sup>th</sup> Avenue right of way from 200 feet south of Via Montoya to Williams Road and its submission to the Maricopa County Board of Supervisors for official action.

**Fiscal Analysis:**

The east one-half of 87<sup>th</sup> Avenue from approximately 200 feet south of via Montoya is currently maintained by the City. Minor maintenance costs will be incurred to maintain the west one-half street improvements.

**Narrative:**

Upon approval by the City Council, the ordinance will be submitted to the Maricopa County Board of Supervisors for approval and upon receipt of their approval, the documents will be Recorded and the annexation completed.

**Exhibits:**

**Exhibit 1:** Vicinity Map

**Exhibit 2:** Location map

**Exhibit 3:** Ordinance

**Contact Name and Number:** Dan Nissen, Deputy Engineering Director, (623) 773-7212

# EXHIBIT 1



NOT TO SCALE

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

## LEGEND

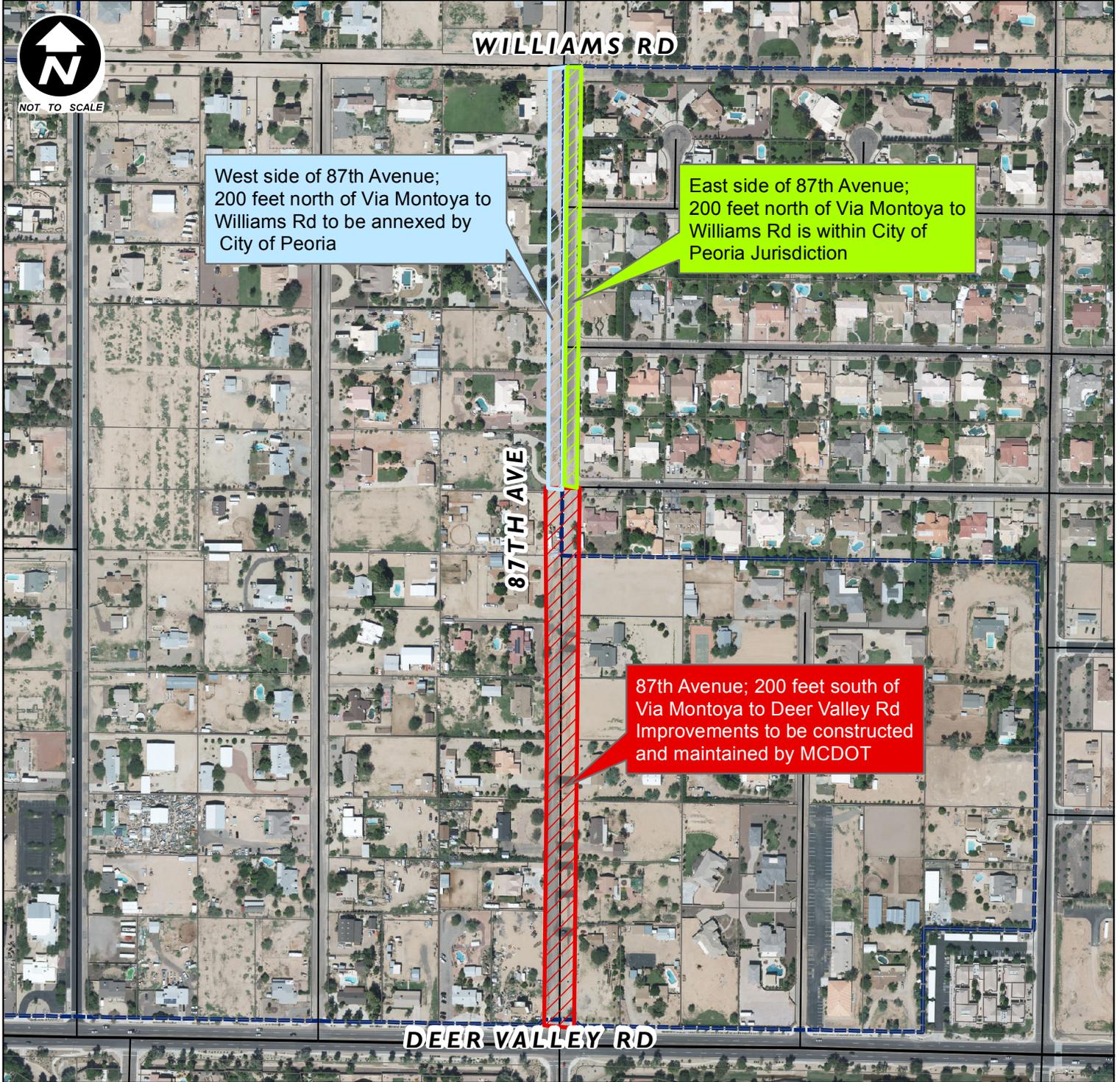


87th Avenue  
Via Montoya to Williams Rd  
EN00397

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



## VICINITY MAP



West side of 87th Avenue;  
200 feet north of Via Montoya to  
Williams Rd to be annexed by  
City of Peoria

East side of 87th Avenue;  
200 feet north of Via Montoya to  
Williams Rd is within City of  
Peoria Jurisdiction

87th Avenue; 200 feet south of  
Via Montoya to Deer Valley Rd  
Improvements to be constructed  
and maintained by MCDOT



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

ORDINANCE NO. 2016-02

AN ORDINANCE OF THE CITY OF PEORIA, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PEORIA, ARIZONA, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF PEORIA, AND PROVIDING FOR THE RECORDING OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE FOR THE ANNEXATION.

WHEREAS, the territory described in Exhibit A, attached hereto and incorporated herein by reference thereto, and as illustrated on the map attached hereto as Exhibit B, which is likewise incorporated herein reference thereto, is existing Maricopa County Right-of-Way (hereafter "Right-of-Way"), known as the 87th Avenue Right-of-Way from 200 feet south of Via Montoya to Williams Road; and

WHEREAS, such Right-of-Way has no taxable real property located within such Right-of-Way; and

WHEREAS, the City of Peoria, Arizona is desirous of extending and increasing the corporate limits of the City of Peoria, Arizona to include the Right-of-Way; and

WHEREAS, the Right-of-Way is adjacent to the existing corporate limits of the City of Peoria, Arizona for the entire length of the proposed annexation; and

WHEREAS, the governing body of Maricopa County, Arizona has or contemplates giving its mutual consent to the annexation of such territory within the County Right-of-Way by the City of Peoria, Arizona; and

WHEREAS, by adoption of this ordinance, it is the intent and desire of the Mayor and Council of the City of Peoria, Arizona, to mutually consent to annex the Right-of-Way to the City of Peoria, Arizona, and to give their mutual consent thereto;

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

SECTION 1. That the territory in the Maricopa County Right-of-Way as described in Exhibits A and B attached hereto is hereby annexed to the City of Peoria, Arizona, and that the present corporate limits of the City of Peoria, Arizona are hereby extended and increased to include the Maricopa County Right-of-Way described in Exhibits A and B attached hereto, all of which such Right-of-Way is contiguous for the entire length thereof to the present corporate limits of the City of Peoria, Arizona.

SECTION 2. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Peoria, Arizona, certified by the Mayor of said City be forthwith filed and recorded in the office of the County Recorder's of Maricopa County, Arizona.

SECTION 3. The annexation herein provided for shall become effective upon the last of the following to occur:

1. The effective date of this Ordinance, in the manner prescribed by law, or
2. The date that the consent of the governing body of Maricopa County, Arizona consenting the annexation herein enacted shall become effective in the manner provided by law.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Peoria, Arizona that this Ordinance become immediately effective, an emergency is declared to exist, and this Ordinance shall be effective immediately upon its passage and adoption.

Ordinance No. 2016-02  
Annexation – 87<sup>th</sup> Ave, Via Montoya to Williams  
January 19, 2016  
Page 3 of 5 Pages

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 19<sup>th</sup> day of January, 2016.

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Cathy Carlat, Mayor

ATTEST:

---

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

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Stephen M. Kemp, City Attorney

ATTACHMENTS:

1. Exhibit A – Legal Description
2. Exhibit B – Map

Published in: Peoria Times  
Publication Date: January 29, 2016  
Effective Date:

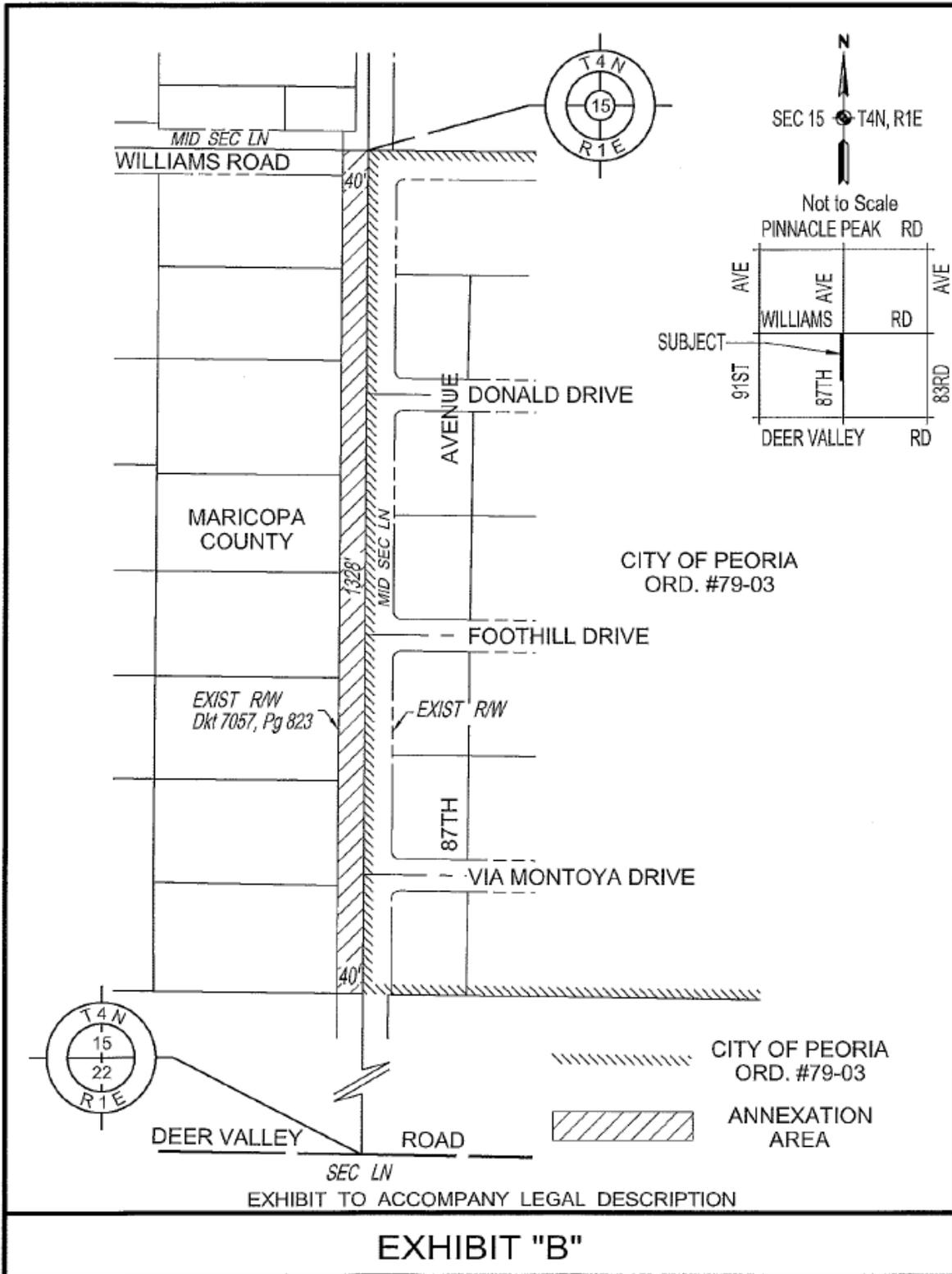
Ordinance No. 2016-02  
Annexation – 87<sup>th</sup> Ave, Via Montoya to Williams  
January 19, 2016  
Page 4 of 5 Pages

**87TH AVENUE**  
**1/4 Mile South of Williams Road to Williams Road**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The East 40.00 feet of the Northeast quarter of the Southwest quarter of Section 15, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 7C

**Date Prepared:** January 5, 2016

**Council Meeting Date:** January 19, 2016

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**TO:** Carl Swenson, City Manager

**THROUGH:** Jeff Tyne, Deputy City Manager

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

**SUBJECT:** Authorization to accept \$86,808 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA).

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**Purpose:**

This is a request for the City Council to accept \$86,808 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) for Peoria's participation in the FY16 Crime Victim Assistance Grant Program.

**Background/Summary:**

The Peoria Police Department desires to continue participation in the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) Crime Victim Assistance Grant Program that provides support services to victims of crime and funds personnel to staff the Victim Assistance Program. The Peoria Police Department has been awarded \$86,808 in grant funding. This award would provide funding for personnel to deliver direct services to victims of crime.

Funded personnel provide crisis intervention, support, and referrals to crime victims. This advocacy is made available to victims from the time a crime occurs until the case is closed or submitted for prosecution. In addition to providing crisis response and follow-up referrals, the Victim Assistance Coordinator is responsible for screening, training, and supervising a team of volunteers assigned to the program.

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

**Previous Actions:**

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

**Options:**

- A. Accept the awarded grant in the amount of \$86,808 from the Arizona Department of Public Safety and approve a budget adjustment in the amount of \$86,808 from the Proposed Grants Contingency account to the Victims of Crime Act Grant account, thus providing expenditure authority.
  
- B. Do not accept the awarded grant from the Arizona Department of Public Safety.

**Staff's Recommendation:**

Authorize the Peoria Police Department to accept \$86,808 from the Arizona Department of Public Safety (DPS) Victims of Crime Act (VOCA) and approve a budget adjustment.

**Fiscal Analysis:**

Request a budget adjustment of \$86,808 from the Proposed Grants Contingency account (7990-7990-570000) to the Victims of Crime Act (VOCA) Grant account for salary and wages (7460-7710-510000).

The match requirement for this grant will be fulfilled by combining this grant with funding awarded through the Arizona Criminal Justice Commission (ACJC) Crime Victim Assistance Program, the Victim Rights Program established by the Arizona Attorney General's Office, and the Police Department.

**Narrative:**

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

**Exhibit 1:** DPS Grant Agreement 2014-257

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



## ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

DOUGLAS A. DUCEY      FRANK L. MILSTEAD  
Governor                      Director

December 23, 2015

Teresa Corless  
City of Peoria  
8351 West Cinnabar Ave  
Peoria, AZ 85345

**RE: Fiscal Year 2015/2016 DPS-VOCA Award**

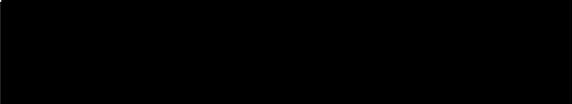
Dear Ms. Corless:

Congratulations! Your agency has been awarded \$86,808 in DPS-VOCA funds for the 2015/2016 program year. Enclosed is the grant award agreement package for your DPS-VOCA grant. Please read and be familiar with the General and any applicable Special Conditions contained in the agreement.

Your agency has 60 days from the date of this letter to accept this offer by signing and returning the enclosed agreement and required certifications; however, reimbursement of VOCA grant funds will not be made until the entire agreement package has been returned to DPS and is fully negotiated. Please see the attached list of items associated with your Subgrant Award Agreement and further instructions for compliance with each item.

Please call me at (602) 223-2414 if you have any questions.

Sincerely,

  
Shenghua Su  
Grant Coordinator

### Subgrant Award Agreement Attachments

1. **Subgrant Award Agreement.** This agreement shall be signed by the authorized officials listed on the signature page. Return the *entire* agreement with original signatures to DPS. A copy will be mailed to you once it has been signed by the DPS Director.
2. **Certification Form (EEO).** Complete and sign the Equal Employment Opportunity Plan (EEO) Certification Form and return to DPS with the Award Agreement.
3. **Certification Regarding Lobbying.** Any subgrantee that receives over \$100,000 in federal funding in a fiscal year shall complete, sign and return this form certifying that it shall comply with "New Restrictions on Lobbying," 28 CFR Part 69. If your agency receives less than \$100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
4. **Disclosure of Lobbying Activities.** Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has engaged in reportable federal lobbying activities shall complete and return this form to disclose those activities. Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has not engaged in reportable federal lobbying activities shall mark "Not Applicable," sign and return this form. If your agency receives less than \$100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
5. **Certification Regarding Debarment.** This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 28 CFR Part 67, Section 67.510, participants' responsibilities. This certifies that your agency is eligible to receive a federal grant, and that neither your agency nor its employees have been debarred from doing business with the federal government. This completed certification shall be returned to DPS with the signed Award Agreement.
6. **Federal Civil Rights Requirements.** In accordance with Federal regulations and as a condition of award, your organization shall comply with all applicable Federal Civil Rights requirements of nondiscrimination. This completed certification shall be returned to DPS with the signed Award Agreement.
7. **Proof of Nonprofit Status.** Nonprofit subgrantee agencies shall provide proof of nonprofit status by providing the relevant documentation as outlined in the attached document. This documentation shall be returned to DPS with the signed Award Agreement.
8. **Proof of Federally Negotiated Indirect Cost Rate or Certification regarding de minimis rate of 10% of Modified Total Direct Costs (MTDC) eligibility.** Any subgrantee awarded indirect costs based on a federally negotiated indirect cost rate shall provide a copy of the Indirect Cost Negotiated Agreement. This documentation shall be returned to DPS with the signed Award Agreement. Any subgrantee awarded indirect costs based on a de minimis rate of 10% of MTDC shall complete the attached certification regarding its eligibility.
9. **Accounting System and Financial Capability Questionnaire.** Adequate accounting systems shall meet criteria as outlined in the OJP Financial Guide. Subgrantees shall complete the Accounting System and Financial Capability Questionnaire and return it to DPS with the signed Award Agreement.
10. **Certification Regarding Non-Supplanting.** State and local governmental subgrantees shall certify the agency's adherence to the prohibition against supplanting of State or local funds with Federal funds. This completed certification shall be returned to DPS with the signed Award Agreement.
11. **Subgrant Award Report (SAR).** Complete the Subgrant Award Report as it pertains to this award and return to DPS with the signed Award Agreement.

ARIZONA DEPARTMENT OF PUBLIC SAFETY  
VICTIMS OF CRIME ACT (VOCA)  
VICTIM ASSISTANCE GRANT PROGRAM  
FEDERAL GRANT #2014-VA-GX-0018  
CFDA #16-575  
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: City of Peoria

ADDRESS: 8351 West Cinnabar Ave

CITY: Peoria STATE: AZ ZIP: 85345-2701

2015/2016 AWARD AMOUNT: \$86,808

2015/2016 REQUIRED MATCH (NON-FEDERAL SOURCE): \$21,702

PROJECT PERIOD: 10/01/2015 to 09/30/2016

PROJECT PURPOSE: To provide assistance to victims of crime.

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This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 USC 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the attached general conditions and applicable special conditions; the most recent version of the Office of Justice Programs Financial Guide; OMB circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964 (42 USC § 2000d and 28 CFR § 42.101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq); the Age Discrimination Act of 1975 (42 USC § 6102 and 28 CFR § 42.700 et seq); Title IX of the Education Amendments of 1972 (20 USC § 1681 and 28 CFR pt 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d and 28 CFR § 42.201 et seq); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC §12131-34 and 28 CFR pt. 35); and Equal Treatment for Faith-Based Organizations (28 CFR pt 38 and Executive Order 13279); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay subrecipient the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

- 1.0 Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 "Agreement" means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
- 1.2 "Agreement Amendment" means a written online document approved by the Arizona Department of Public Safety that is requested by the subrecipient agency for the purpose of making changes in the agreement.
- 1.3 "Application" means a written online Request for Grant Application (RFGA).
- 1.4 "Days" means calendar days unless otherwise specified.
- 1.5 "Direct Service" means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
- 1.6 "Director" means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
- 1.7 "DPS" means the Arizona Department of Public Safety.
- 1.8 "Grant" means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
- 1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.10 "Match" means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
- 1.11 "Project" means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
- 1.12 "Services" means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.
- 1.13 "State" means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
- 1.14 "Subgrant award agreement" means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
- 1.15 "Subrecipient" means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

- 1.16 "VOCA" means Victims of Crime Act of 1984, as amended, 42 USC 10601, et seq.
- 2.0 Subgrant award agreement interpretation.**
- 2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.
- 2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.2.1 Special Conditions;
- 2.2.2 General Conditions;
- 2.2.3 DPS / VOCA Guidelines;
- 2.2.4 Federal VOCA Guidelines; OJP Financial Guide; applicable OMB circulars; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.
- 2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.
- 2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.
- 2.5 No parole evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.6 No waiver. Either party's failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.0 Subgrant award agreement administration and operation.**
- 3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 2002, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Equal Treatment for Faith-Based Organizations.
- In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.
- 3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).
- 3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in

them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

- 3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.
- 3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.
- 3.2 Certification Regarding Lobbying. Subrecipient agencies entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipient agencies shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.
- 3.2.1 Lobbying Activities. The subrecipient 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.
- 3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:
- 3.3.1 Monthly financial report due the 15<sup>th</sup> of each month;
  - 3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
  - 3.3.3 Annual narrative report due 30 days following the close of the grant period;
  - 3.3.4 DPS victim assistance survey due annually upon request; and
  - 3.3.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period.
- Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.
- 3.3.6 If DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.
- 3.4 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31 of the seventh year following the year indicated in the Federal Grant Number of this Subgrant Award Agreement. (Federal Grant #2014-VA-GX-0018 plus seven years – keep through March 31 of that seventh year). In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.
- 3.5 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient's procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this subgrant award agreement in accordance with the OJP Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient's

DPS Grant Agreement No. 2014-257

application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.

- 3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.
- 3.7 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.8 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.9 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 F.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.
- 3.10 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 3.11 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit organization, and by providing either - 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.
- 3.12 Potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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.
- No subrecipient 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 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.
- 3.13 Prohibited activities. The following activities are prohibited under this subgrant award agreement:  
1. New construction. 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain. 3. A renovation which will change the basic prior use of a facility or significantly change its size. 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment. 5. Implementation of a program involving the use of chemicals.

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- 3.14 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.15 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website ([www.sam.gov](http://www.sam.gov)).
- 4.0 **Cost and Payments.**
- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.
- 4.2 Match waiver. Any award made with a match waiver pending approval from the U.S. Department of Justice is subject to reduction if the match waiver is not approved.
- 4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.
- 4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.
- 4.5 On-call time. The subrecipient shall not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.
- 4.6 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 USC 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.
- 4.7 Mandated services. The subrecipient shall not utilize VOCA funds to support legally mandated services.
- 4.8 Funds management. The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.
- 4.9 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.10 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.

DPS Grant Agreement No. 2014-257

- 4.11 Training and conference expense. The subrecipient 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, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.12 Prohibited expense. The subrecipient shall not utilize VOCA funds, either directly or indirectly, in support of any contract with the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 4.13 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- 4.14 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this 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 award, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

**5.0 Subgrant Award Agreement Changes.**

- 5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

**6.0 Indemnification.**

Subrecipient Indemnification. The parties to this subgrant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the subrecipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

**7.0 Grant Remedies.**

- 7.1 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.
- 7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the

project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

**8.0 Grant Termination.**

- 8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.
- 8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.
- 8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contact start date, 40% within 7 months, and 70% within 10 months. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

**9.0 Arbitration.**

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes (Title 41).

**10.0 Other Service Requirements.**

10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.

10.2 Demographics. The subrecipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.

10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.

10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.

10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).

10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (<http://www.azcjc.gov/ACJC.Web/victim/cbtraining.aspx>). If training has not been received, the subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.

10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have received victims' rights training from a the Arizona Attorney General's Office.

10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.

10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. The use of volunteers is a current and ongoing requirement for all projects.

10.10 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients 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.

**2015 - 2016  
APPROVED BUDGET**

<b>Budget line items:</b>	<b>Federal</b>	<b>Match</b>	<b>Total</b>
<b>Salaries and Wages</b>	\$66,736	\$19,245	\$85,981
<b>Fringe Benefits</b>	\$20,072	\$ 2,457	\$22,529
<b>Travel</b>	\$ 0	\$ 0	\$ 0
<b>Professional/Outside Services</b>	\$ 0	\$ 0	\$ 0
<b>Equipment</b>	\$ 0	\$ 0	\$ 0
<b>Other Operating</b>	\$ 0	\$ 0	\$ 0
<b>Total</b>	<b>\$86,808</b>	<b>\$21,702</b>	<b>\$108,510</b>

For the Arizona Department of Public Safety:

\_\_\_\_\_  
Frank L. Milstead, Colonel  
Director  
Arizona Department of Public Safety

\_\_\_\_\_  
Date

This Subgrant Award Agreement has been approved as to form by the Arizona Department of Public Safety Legal Section as of December 16, 2015.

\_\_\_\_\_  
For the Subrecipient:

Project Director:

Signature: \_\_\_\_\_  
Teresa Corless, Administrative Services Manager

Date: \_\_\_\_\_

Authorizing Official:

Signature: \_\_\_\_\_  
Roy W. Minter, Jr., Chief of Police

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Subrecipient (optional)

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 8C

**Date Prepared:** December 09, 2015

**Council Meeting Date:** January 19, 2016

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**TO:** Carl Swenson, City Manager

**FROM:** William Mattingly, Public Works-Utilities Director

**THROUGH:** Jeff Tyne, Deputy City Manager

**SUBJECT:** Intergovernmental Agreement between the City of Peoria and the City of Phoenix for reimbursement of ADA complimentary paratransit services and the purchase of one Dial-a-Ride replacement bus

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**Purpose:**

Discussion and possible action to approve an Intergovernmental Agreement (IGA) between the City of Peoria and the City of Phoenix, to provide \$80,983 in ADA complimentary paratransit funds and \$79,824 for one replacement Dial-a-Ride bus through a Federal Transit Authority (FTA) grant.

**Background/Summary:**

The City of Peoria Transit Division currently provides American with Disabilities Act (ADA), paratransit service through the Dial-a-Ride program. The City is eligible to receive reimbursement from the Federal Transit Administration (FTA) grant funding from the Urbanized Area Formula Funding program by way of pass through agreement with the City of Phoenix. The City of Phoenix has applied for additional funding from the Federal fiscal year 2015 grant allocation (FTA Grant Number AZ-90-X124-01). The FTA grant has two components. The first component is the partial funding of the ADA complimentary paratransit expenses and reimbursement requiring a 20% match by Peoria. The second component is the partial funding of a new Dial-a-Ride bus to replace an existing bus. This portion of the grant requires a 15% match by Peoria. The total eligible project cost (TEPC) for the ADA complimentary paratransit cost is \$80,983 and the total eligible project cost for the bus is \$79,824. The Peoria matching funds have been included in the Transit Division budget for fiscal year 2016.

The cost allocations are summarized as follows:

	Local Share	Federal Share	Total Cost
ADA Complimentary Paratransit (20% Local; 80% Federal)	\$16,197	\$64,786	\$80,983
Dial a Ride Vehicle (15% Local; 85% Federal)	\$11,974	\$67,850	\$79,824

**Options:**

- A:** Council could act to approve an IGA for Grant Pass-through Agreement between City of Peoria and the City of Phoenix (Grant Number AZ-90-X124-01)
  
- B:** Council could decline to approve an IGA for Grant Pass-through Agreement between City of Peoria and the City of Phoenix (Grant Number AZ-90-X124-01).

**Staff's Recommendation:**

Staff recommends approval of the Intergovernmental Agreement for reimbursement of its ADA complimentary paratransit services and for reimbursement of one Dial-a-Ride replacement vehicle from the Federal Transit Authority (FTA) by way of pass through grant from the City of Phoenix.

**Fiscal Analysis:**

Funding for this request is currently reflected in Transit's Fiscal Year 2016 budget.

**Exhibit(s):**

**Exhibit 1:** IGA for Grant Pass-through Agreement between City of Peoria and the City of Phoenix (Grant Number AZ-90-X124-01)

**Contact Name and Number:**

William Mattingly, Public Works – Utilities Director, 623-773-5151

**AGREEMENT NO. \_\_\_\_\_**  
**CDFA #20.507**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF PHOENIX**  
**AND**  
**THE CITY OF PEORIA**

**(Grant Pass-through Agreement)**  
**(Grant No. AZ-90-X124-01)**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and the City of Peoria, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

**RECITALS**

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, SUB-RECIPIENT has all of the powers, functions, rights, privileges and immunities possible under the Constitution and general laws of the state of Arizona as fully as though they were specifically enumerated in its charter, and all of the powers, functions, rights, privileges and immunities granted, or to be granted, either expressly or by implication, to charter cities and towns incorporated under the provisions of A.R.S. title 9 and may enter into intergovernmental agreements with other governmental entities [Article I, Section 3 and Section 3(15), Charter of the City of Peoria; A.R.S. Section 11-951, et seq.]; and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation . . ." [A.R.S. Section 9-511 (A)]; (2) to "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." [A.R.S. Section 9-500.11 ]; and, (3) to "be vested with all the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters, or other provisions of law . . ." [A.R.S. Section 9-499.01 ]; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of ADA complimentary paratransit and Dial-a-Ride vehicles and same was awarded as Grant No. AZ-90-X124-01; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

WHEREAS, PHOENIX and SUB-RECIPIENT have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

### **AGREEMENT**

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$132,636. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix  
Public Transit Department  
Management Services Division, Accounts Payable Section  
302 N. 1<sup>st</sup> Avenue, Suite 900  
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit “B”** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment such as cancelled checks or bank statements.
3. All purchases of vehicles shall be accompanied with “Vehicle Inventory Record” form.
4. All other asset purchases shall be accompanied with a “Capital Asset Purchase” form.
5. All reimbursements for staff time must include a verification of all hours billed, including copies of all applicable timecards or other time reporting documentation.
6. Such other documentation as PHOENIX or the FTA may require.
7. All reimbursements for indirect costs must be accompanied by an approved cost allocation plan on file with SUBRECIPIENT’S cognizant federal agency.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

- |         |   |   |
|---------|---|---|
| Exhibit | A | Federal Grant Pass Through Agreement Detail Summary     |
| Exhibit | B | FTA Grant Expenditure Reimbursement Request Application |
| Exhibit | C | Required Reports  |
| Exhibit | D | Required Federal Provisions                             |
| Exhibit | E | Partial List of Applicable Laws                         |
| Exhibit | F | Master Grant Agreement, Table of Contents               |
| Exhibit | G | Required Local Provisions                               |

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.
5. Notice. Any notice, consent, or other communication (“NOTICE”) required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

William J. Mattingly  
Public Works – Utilities Director  
City of Peoria  
8401 W. Monroe Street  
Peoria, AZ 85245  
Telephone: (623) 773.7449  
FAX: (623) 773.7309

If intended for PHOENIX:

Maria Hyatt  
Public Transit Director  
Public Transit Department  
City of Phoenix  
302 N. 1<sup>st</sup> Ave.; Suite 900  
Phoenix, Arizona 85003  
Telephone: (602) 262.7242  
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed

received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT. The effective date is the date provided above.

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

CITY OF PHOENIX, ARIZONA  
Ed Zuercher, City Manager

By \_\_\_\_\_  
Maria Hyatt  
Public Transit Director

ATTEST:

\_\_\_\_\_  
City Clerk - PHOENIX

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON AUG. 28, 2013.

CITY OF PEORIA, ARIZONA  
A Municipal Corporation

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk - PEORIA

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney for PEORIA

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Attorney for PHOENIX

\_\_\_\_\_  
Attorney for PEORIA

801934v1

**EXHIBIT "A"**

**FEDERAL GRANT PASS THRU AGREEMENT**

GRANT NUMBER: AZ-90-X124-01				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF PEORIA				
GRANT SUB- RECIPIENT'S ADDRESS:  8401 W. Monroe Street Peoria, AZ 85245				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$160,807		
• Federal Share of TEPC:		\$132,636		
• Local Share/Match of TEPC:		\$ 16,197		
• Regional Share:		\$ 11,974		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local/ Regional:	Federal:	Total:
11.7C.00	ADA Complimentary Paratransit	\$16,197	\$64,786	\$80,983
11.12.04	Dial-a-Ride Vehicle	\$11,974	\$67,850	\$79,824

## EXHIBIT "B"

### FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

<b>SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS</b>	<b>GRANT AGREEMENT NUMBER</b>	<b>REQUEST NO.</b>	
<b>REPORTING PERIOD (Dates)</b>			
	<b>FROM:</b>	<b>TO:</b>	
	<b>TOTAL</b>	<b>LOCAL MATCH</b>	<b>FTA SHARE</b>
<b>TOTAL ELIGIBLE PROJECT COSTS</b>	\$ -	\$ -	\$ -
<b>TOTAL PREVIOUS PAYMENTS</b>	\$ -	\$ -	\$ -
<b>CURRENT REIMBURSEMENT REQUESTED</b>	\$ -	\$ -	\$ -
<b>REMAINING FUNDING</b>	\$ -	\$ -	\$ -

**REQUIRED SIGNATURES**

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

**CERTIFICATION**

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

***Instructions***

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

*For PTD use only*

Date request received: -	Approved for funds availability (signature/date)
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## EXHIBIT “C”

### Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

<b>REPORT</b>	<b>FREQUENCY</b>	<b>DESCRIPTION</b>
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<b><u>5310 FTA Grants</u></b>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

## EXHIBIT “C”

## **EXHIBIT "D"**

### **Required Federal Provisions**

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved aspirational goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2014 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide an EEO Program Plan.

## **EXHIBIT "E"**

### **Partial List of Applicable Laws**

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
  - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 4 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB- RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
  - 18 U.S.C. 1001
  - Section 5323(d) of 49 U.S.C. chapter 53
  - Section 5323(f) of 49 U.S.C. chapter 53
  - Section 5309(i) of 49 U.S.C. chapter 53
  - Section 5301 of 49 U.S.C. chapter 53
  - Section 5326 of 49 U.S.C. chapter 53
  - Section 5329 of 49 U.S.C. chapter 53
  - Section 5337 of 49 U.S.C. chapter 53
  - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
  - Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.
  - Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Subtitle B, Chapter VI et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR Part 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

## **EXHIBIT “F”**

### **Master Grant Agreement, Table of Contents**

#### **UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION**

#### **MASTER AGREEMENT**

**For Federal Transit Administration Agreements authorized by  
49 U.S.C. chapter 53, as amended, Title 23, United States Code (Highways),  
the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21),  
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users  
(SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008,  
or other Federal laws that FTA administers.**

**FTA MA(21) October 1, 2014**

**<http://www.fta.dot.gov>**

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## **EXHIBIT "G"**

### **Required Local Provisions**

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 9C

**Date Prepared: December 28, 2015**

**Council Meeting Date: January 19, 2016**

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**TO:** Carl Swenson, City Manager

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

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

**SUBJECT:** Intergovernmental Agreement, Northern Community Park, Lake Pleasant Parkway & Dixileta Drive (Project No. CS00059)

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**Purpose:**

This is a request for the City Council to approve an Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County for the funding of plan review and permit fees assessed by the US Army Corp of Engineers for the Northern Community Park.

**Background/Summary:**

On October 20, 2015, staff presented the preliminary findings of the Northern Community Park Site Selection Study. The study has preliminarily identified the New River Dam impoundment area as the most viable site for a future 120+ acre Northern Community Park. The Mayor and Council's support of this finding has allowed staff to advance the site selection study toward conclusion and to initiate the solicitation of a design build team.

In project feasibility meetings with the Flood Control District of Maricopa County and the US Army Corp of Engineers, specific permit requirements were identified that would be imposed upon the District by the Corp. As the land owner, the District will be responsible for payment of any incurred plan review and permit fees on the City's behalf. This Intergovernmental Agreement establishes a funding agreement between the District and the City for fee reimbursements.

This IGA is the first of two agreements between the District and the City. A second park operations IGA is in development and will outline the rules and regulations imposed by the District on the park operation. Examples of items that will be addressed in the future park operations IGA include: prohibiting overnight camping; restrictions on ATV use; Fire Department supervision of fireworks displays; park security; restrictions on for-profit activities; etc. These agreement points will be developed and negotiated concurrent with the design of the park improvements and will be presented to the City Council for approval within the next year.

**Previous Actions:**

There are no previous Council actions pertaining to an IGA with the Flood Control District of Maricopa County for the Northern Community Park.

**Future Actions:**

Fall 2016: Target completion and approval of a Park Operations IGA with the Flood Control District of Maricopa County

**Options:**

- A:** Approve an IGA with the Flood Control District of Maricopa County for the funding of plan review and permit fees assessed by the US Army Corp of Engineers for the Northern Community Park.
- B:** Do not approve the IGA. Staff will seek clarification from the Council on execution alternatives.

**Staff's Recommendation:**

Staff recommends that Council approve an IGA with the Flood Control District of Maricopa County for the funding of plan review and permit fees assessed by the US Army Corp of Engineers for the Northern Community Park. This agreement establishes a contractual basis for the reimbursement of fees incurred by the District on the City's behalf.

**Fiscal Analysis:**

No specific fee reimbursement values have been quantified at this early stage of the project. Staff estimates these potential costs to be between \$50,000 and \$100,000. Funding for the Northern Community Park is available (FY2016) and programmed (2017-2018) in the Capital Improvement Program in the Community Park Development Impact Fee fund.

**Narrative:**

This Contract Amendment has been reviewed by the Development and Engineering Department, Finance Department, Materials Management Division, and the City Attorney's office.

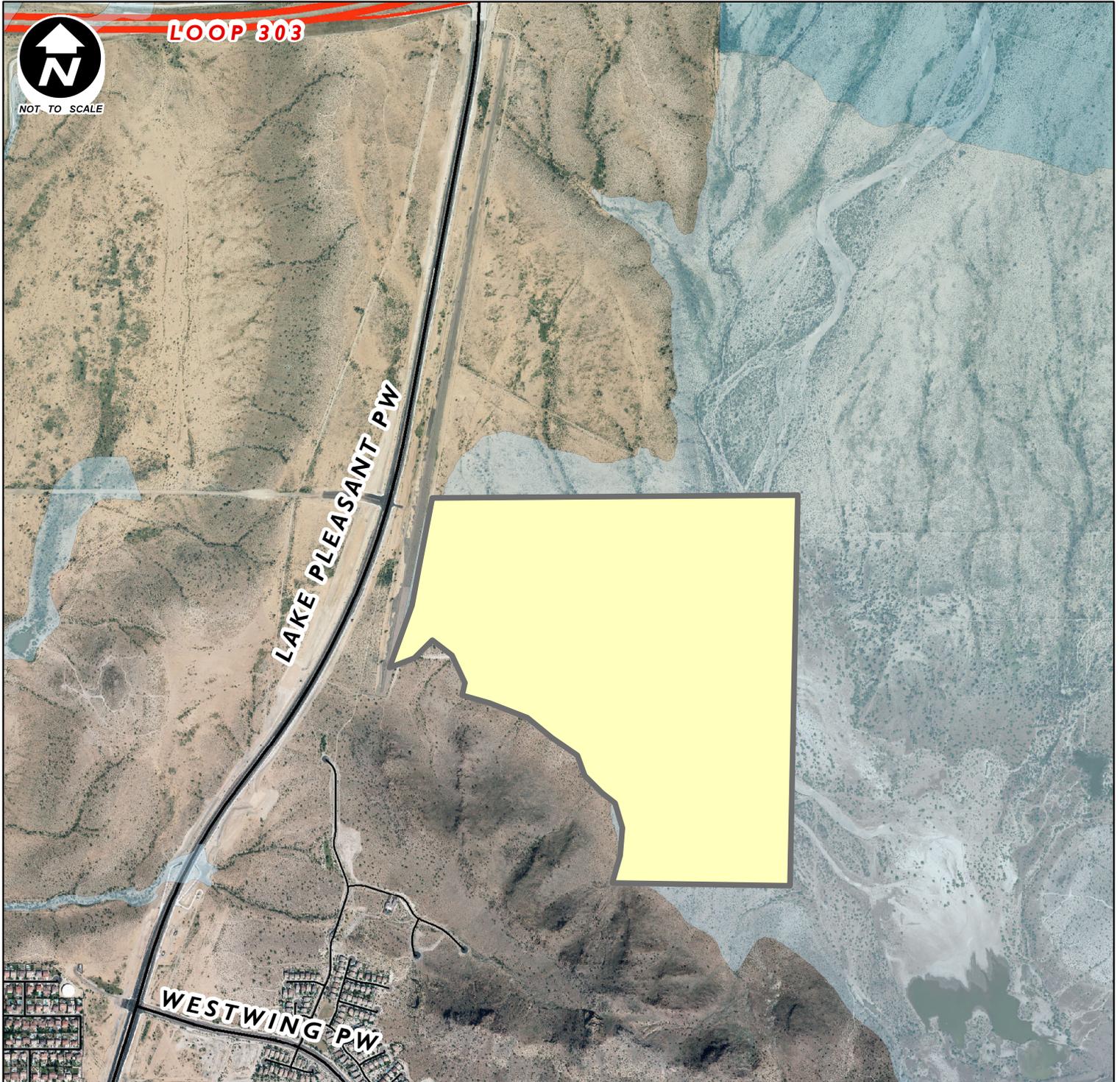
**Exhibits:**

Exhibit 1: Location Map

Exhibit 2: Vicinity Map

Exhibit 3: Draft Intergovernmental Agreement

**Contact Name and Number:** Edward Striffler, Architectural Services Manager, 623-773-7721



**LEGEND**

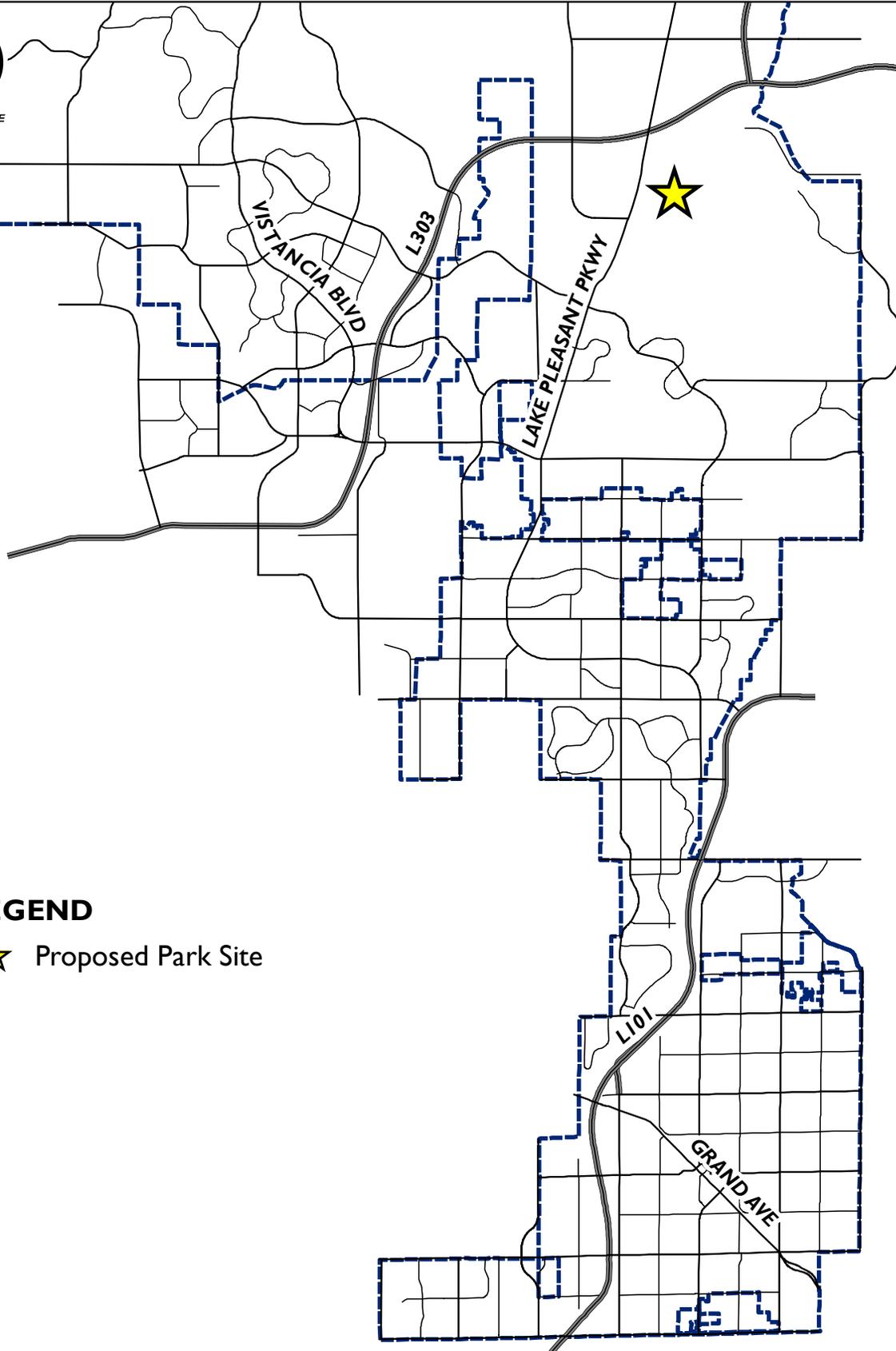
 Proposed Park Site



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



NOT TO SCALE



**LEGEND**

-  Proposed Park Site

Return to:  
Flood Control District of Maricopa County  
2801 West Durango Street  
Phoenix, AZ 85009-6399

**INTERGOVERNMENTAL AGREEMENT**

Among

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**

and the

**CITY OF PEORIA**

for the

**FUNDING OF THE SECTION 408 PERMIT FOR THE**

**CITY OF PEORIA NORTHERN COMMUNITY PARK AT NEW RIVER DAM**

**IGA FCD 2016A001**

**FCD Agenda Item \_\_\_\_\_**

This Intergovernmental Agreement (Agreement) is entered into by and among the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called the DISTRICT and, the City of Peoria, a municipal corporation, acting by and through its City Council, hereinafter called PEORIA. The DISTRICT and PEORIA are hereinafter collectively called the PROJECT PARTNERS.

This Agreement shall become effective as of the date it has been executed by all parties.

**STATUTORY AUTHORIZATION**

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. PEORIA is empowered by its Peoria City Charter Article 1, Sec. 3 (15) and by Arizona Revised Statutes Section 11-951, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of PEORIA.

**BACKGROUND**

3. The United States Army Corps of Engineers, hereinafter called Corps, completed construction of the New River Dam, Maricopa County, Arizona, in June 1983, at which time the DISTRICT, as non-Federal sponsor for this Dam, assumed the responsibilities to operate, maintain, repair, replace, and rehabilitate the Dam.
4. Pursuant to Section 14 of the Rivers and Harbors Act of 1899, codified at 33 U.S.C. § 408 ("Section 408"), the Corps has jurisdiction over requests to alter or modify completed federal flood risk management facilities ("Section 408 Proposals").

5. PEORIA is planning and designing for a Northern Community Park proposed to be located within the limits of the New River Dam Project flood impoundment area and associated DISTRICT land rights (APN 201-19-008). The proposed Peoria North Community Park and associated proposed recreational activities are hereinafter called the PROJECT. PEORIA has formally requested, through the DISTRICT, to develop and use a portion of the New River Dam Impoundment Pool area for recreational and multi-use facilities and activities, and associated utility (or utilities) that may or may not cross New River Dam Dike No. 1. The PROJECT has been studied and developed as part of the 2006 City of Peoria Parks, Trails and Open Space Master Plan and the 2014 Community Services Master Plan. The Corps has since determined that a Section 408 permit is required for the PROJECT. The DISTRICT is the single local sponsor with the Corps for the New River Dam Project. All of the proposed park facilities will be funded, designed, constructed and owned by PEORIA. The park facilities and associated public recreational activities will be managed by PEORIA. In accordance with the Corps rules and regulations, the Corps only issues Section 408 permits to local sponsors for Corps projects. Therefore the local sponsor, the DISTRICT, in partnership with PEORIA, intends to apply for and obtain a Section 408 Permit from the Corps for the PROJECT.
6. Multi-use facilities and recreational activities must be compatible with the function, operation and maintenance activities, and safety of DISTRICT structures. When flood control facilities are put to use during flow events, such multi-use facilities and recreational activities must not interfere with flood control operations or adversely impact the safety of the structures and must also not create a public safety flood hazard to the users of the multi-use facilities. Therefore public safety and the function and structural integrity of the New River Dam will be evaluated, addressed, and mitigated during the Section 408 permitting process.
7. The Corps has indicated it is not able, without additional resources, to streamline and expedite the evaluation of DISTRICT Section 408 Proposals.
8. The Secretary of the Army has delegated the responsibility of carrying out Section 214 of the Federal Water Resources Development Act of 2000 to the Chief of Engineers and his delegated representatives. The Chief of Engineers, by memorandum dated June 18, 2010, authorized Corps Districts to accept and expend funds contributed by non-Federal public entities subject to certain limitations.
9. It is in the best interest of PEORIA to provide funding pursuant to this Agreement in order for the District to provide these funds to the Corps under Agreements FCD 2012A018 and FCD 2012A018A to streamline and expedite the Corps permit review and processing for the PROJECT per Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 408) for DISTRICT designated priority Section 408 Proposals.

#### **PURPOSE OF THE AGREEMENT**

10. This Agreement identifies and defines the responsibilities of the DISTRICT and PEORIA for obtaining the Section 408 Permit for the PROJECT in a streamlined and expedited Corps process to be accomplished through separate agreements between the DISTRICT (local sponsor) and the Corps (Agreements FCD 2012A018 and FCD 2012A018A). PROJECT PARTNERS are entering into this initial agreement with the intent of entering into a second and separate park use and management agreement.

#### **TERMS OF AGREEMENT**

11. The PROJECT, as referenced herein, is defined by paragraph 5 of this Agreement.
12. The PROJECT COST, as referenced herein, solely encompasses costs directly associated with the streamlined and expedited Corps review of the Section 408 permit application.

13. The DISTRICT shall:

- 13.1 Provide coordination, reviews, technical assistance, administrative support and New River Dam Project information as needed to support the Section 408 permit application for the PROJECT.
- 13.2 Participate as needed in PROJECT activities including meetings and the public involvement process.
- 13.3 Participate in the Section 408 process with the primary intent of preserving the flood control function, integrity, safety and use of the New River Dam Project.
- 13.4 Receive funds from PEORIA under this Agreement which in turn will be utilized by the DISTRICT solely to fund the agreements between the DISTRICT (local sponsor) and the Corps (Agreements FCD 2012A018 and FCD 2012A018A) to streamline and expedite the Section 408 Permit application and approval process for the PROJECT.
- 13.5 Closely monitor Corps expenditures on the PROJECT under the DISTRICT/Corps Agreements FCD 2012A018 and FCD 2012A018A to help insure that all funds are efficiently expended.
- 13.6 Based on information prepared annually by PEORIA (Reference Section 15.4) the Corps will provide the DISTRICT with an invoice that provides a budget estimate of PROJECT costs to be expended for the upcoming federal fiscal year for the Section 408 Permit application and approval process. The invoice will include an estimate of overhead costs, any proposed changes in the level of staffing, associated support personnel, description of the work to be performed and any additional services that may be required. These Corps cost invoices will serve as the basis of the DISTRICT annual invoice to PEORIA in advance of the federal fiscal year in which the work is to be performed (Invoice Target date to PEORIA is August 1st). The DISTRICT share of the PROJECT COST incurred by the Corps under DISTRICT/Corps Agreements FCD 2012A018 and FCD 2012A018A will be zero.
- 13.7 Invoice PEORIA for PROJECT COSTS associated with the streamlined and expedited review of the Section 408 Permit by the Corps for the PROJECT in advance on an annual federal fiscal year basis.

14. The Corps will establish a separate internal financial account to track receipt and expenditure of the funds associated with its review of Section 408 Permit application for this PROJECT. The Corps will provide the DISTRICT with expenditure reports and progress reports on a quarterly basis. The District will review these reports and provide to PEORIA for review by PEORIA (Reference Section 15.3).

15. PEORIA shall:

- 15.1 Serve as the lead agency for the PROJECT.
- 15.2 Perform planning and design activities for the PROJECT inclusive of geotechnical field investigations, environmental investigations and studies, engineering analysis and other technical and administrative services as needed in support of the PROJECT. Prepare and provide sufficient data, documents, reports, plans, details, PROJECT schedule etc., to the Corps and DISTRICT for the timely analysis and review of the PROJECT's permitting efforts. Obtain review comments and resolve and/or sufficiently address such review comments. Lead and participate as needed in PROJECT activities including meetings and the public involvement process.
- 15.3 Closely monitor Corps expenditures on the PROJECT under the District/Corps Agreements FCD 2012A018 and FCD 2012A018A to help insure that all funds are efficiently expended based on quarterly Corps Expenditure and Corps Progress Reports provided to PEORIA by the DISTRICT and/or the Corps.

- 15.4 Provide on an annual basis (target date of July 1st) the PROJECT schedule and other information as needed for the Corps to estimate its anticipated 408 permit application review workload and costs for the upcoming federal fiscal year (October 1st, through September 30th).
- 15.5 Be responsible for 100% of the PROJECT COSTS. Provide PROJECT COST funding to the DISTRICT on an annual basis (target date of September 1st) based on 408 permit application review costs for the upcoming federal fiscal year, developed by the Corps of Engineers and invoiced by the DISTRICT.
16. Each party to this Agreement shall, as "Indemnitor," to the extent permissible by law, indemnify, defend and hold harmless the other PROJECT PARTNER ("Indemnitee") including agents, officers, directors, governors and employees thereof, from and against any and all loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of any act or omission of Indemnitor pursuant to this Agreement, including but not limited to, reasonable attorneys' fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the Indemnitee. Notwithstanding the above, Indemnitee shall be liable for its own negligence or wrongful acts as provided by law. In no event shall the Indemnitor owe or be obligated to pay any amounts which the Indemnitee has not actually paid or has no actual obligation to pay. In the event any agreement to pay to resolve issues of liability is not enforceable, or any agreement or settlement results in an actual obligation lower than the full amount of liability, the Indemnitor's obligation to pay shall be limited to the amount Indemnitee has paid or would be obligated to pay in the absence of any agreement to indemnify.
17. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
18. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
19. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
20. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:
- |   |                         |
|---|-------------------------|
| Flood Control District of Maricopa County | City of Peoria          |
| Chief Engineer and General Manager        | City Manager            |
| 2801 West Durango Street                  | 8401 West Monroe Street |
| Phoenix, Arizona 85009-6399               | Peoria, Arizona 85345   |
21. A DISTRICT ROW Use permit(s) will be required for the proposed park facilities, utilities, ingress/egress roads etc.
22. A separate future agreement (IGA) between the DISTRICT and PEORIA will be required for Peoria's management of the Park and associated activities as needed with the primary intent of assuring no adverse impacts to the New River Dam Project and associated facilities, DISTRICT management activities and land rights over the life of the PROJECT.
23. This Agreement shall expire either (a) five (5) years from the effective date (or recording with the Secretary of State), or (b) upon completion of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated.

24. This Agreement is subject to cancellation by any party pursuant to the provisions of Arizona Revised Statutes Section 38-511.
25. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
26. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of any party.



**CITY OF PEORIA**  
**A Municipal Corporation**

**Cathy Carlat, Mayor**

By: \_\_\_\_\_  
Date

Attest:

By: \_\_\_\_\_  
City Clerk Date

The foregoing Intergovernmental Agreement IGA FCD 2016A001 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Peoria under the laws of the State of Arizona.

By: \_\_\_\_\_  
City Attorney Date

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 10C

**Date Prepared: December 7, 2015**

**Council Meeting Date: January 19, 2016**

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**TO:** Mayor and City Council

**FROM:** Stephen M. Kemp, City Attorney

**SUBJECT:** Proposed City Council Policy pertaining to the Use of City, Staff, Resources and Equipment for the Purpose of Influencing Elections

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**Purpose:**

This is a request for City Council to discuss and adopt a proposed City Council Policy pertaining to the use of city, staff, resources and equipment for the purpose of influencing elections.

**Background/Summary:**

Arizona law has prohibited use of city resources in election campaigns. In 2015, the law was amended to further limit such use. Traditionally, this has been implemented in Peoria through a memorandum from the City Attorney to the Council and Staff. With the changes in state law, it is our recommendation that this be codified into a formal policy of the City Council. This will allow for consistency of application of the policy and provide both council members, staff and the public a clear understanding of what is expected.

The next election for City Council Members will be held on August 16, 2016. This proposed policy states all City Council Members who are running for election or re-election shall not use staff, resources, and equipment for the purpose of influencing elections.

This is consistent with the provisions of Arizona Law which provides that a city shall not spend or use its resources, including the use or expenditure of monies, accounts, credit, facilities, vehicles, postage, telecommunications, computer hardware and software, web pages, personnel, equipment, materials, buildings or any other thing of value of the city or town, for the purpose of influencing the outcomes of elections.

This proposed policy requires City Council Members who are running for election or re-election to receive authorization from the City Manager six months prior to their primary election to use city resources, personnel or equipment for activities such as district meetings in order to ensure that such meetings are non political. Use of city resources, including personnel in meetings that are political is a violation of the law. More importantly, it can result in a loss of confidence in the professionalism and ethics of the staff if it is seen as assisting candidates for the purposes of influencing the outcome of elections.

**Previous Actions:**

There have been no previous council actions on this item.

**Options:**

**A:** Adopt the proposed City Council Policy pertaining to the use of city, staff, resources and equipment for the purpose of influencing elections.

**B:** Reject the proposed City Council Policy pertaining to the use of city, staff, resources and equipment for the purpose of influencing elections.

**Staff's Recommendation:**

That the Mayor and Council adopt the proposed City Council Policy pertaining to the use of city staff, resources and equipment for the purpose of influencing elections.

**Fiscal Analysis:**

N/A

**Exhibit:**

**Exhibit 1:** Proposed City Council Policy pertaining to the Use of City, Staff, Resources and Equipment for the Purpose of Influencing Elections.

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

 <b>CITY COUNCIL POLICY</b>	<b>CP _ _</b>
	Category: General
	Department: <i>City Attorney</i>
<b>TITLE:</b> <i>Use of City Staff, Resources and Equipment for the Purpose of Influencing Elections</i>	Approved:

A. Purpose and Background

Arizona Law provides that a city shall not spend or use its resources, including the use or expenditure of monies, accounts, credit, facilities, vehicles, postage, telecommunications, computer hardware and software, web pages, personnel, equipment, materials, buildings or any other thing of value of the city or town, for the purpose of influencing the outcomes of elections. More importantly, it can result in a loss of confidence in the professionalism and ethics of the staff if it is seen as assisting candidates for the purposes of influencing the outcome of elections.

B. Procedure

Six months prior to the date of a City primary election shall be known as the Six Month Period.

1. Any meeting or event set by a Council Member who is running for election or re-election and that occurs within the Six Month Period shall be submitted to the City Manager or their designee for authorization of the use of City resources, personnel or equipment for the meeting or event. City resources, personnel or equipment may be provided at such meetings or events only if there is no speech, meetings, signs or conduct advocating the election or defeat of a candidate for City Council at the meeting.
2. Should the City Manager or their designee authorize the use of City resources, personnel or equipment for a meeting, such resources, personnel or equipment may not remain at the meeting, event or any subsequent meeting or event containing speech, meetings, signs, conduct, petitions or any similar item advocating for the election or defeat of a candidate for City Council at the meeting.

C. Electronic Communication

The City provides a number of forms for electronic communication for the Mayor and Council, this includes electronic newsletters, electronic text alerts, electronic news blasts and similar electronic media (hereinafter "Electronic Communication").

Category: General

Title: *Use of City Staff, Resources and Equipment  
for the Purpose of Influencing Elections*

CP \_\_-

Page 2 of 2

1. Names, contact information, distribution lists and similar information associated with Electronic Communication remain in the control of the City and are considered City property.
2. Electronic Communication may not be used to advocate for the election or defeat of any candidate for any office or to advocate for the passage or defeat of any referendum, initiative, recall, override or bond issue. Neutral factual information such as polling locations, election dates, election official contact information, voter registration requirements and similar information may be provided in Electronic Communication.
3. Electronic Communication shall not be used to promote an individual Council Member by identifying them by name and their position on various political issues. The intent of Electronic Communication is to communicate events, issues, problems and activities occurring in the district.
4. Within the Six Month Period prior to an election where a Council Member is up for election, Electronic Communication may be submitted to the City Attorney's Office for an evaluation of whether the Electronic Communication meets the requirements of this policy and Arizona Law.

APPROVED:

Cathy Carlat, Mayor

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Adopted: \_\_/\_\_/\_\_, CC # \_\_\_\_\_ [Completed by CMO]

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 11C

Date Prepared: January 4, 2016

Council Meeting Date: January 19, 2016

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**TO:** Carl Swenson, City Manager

**THROUGH:** Julie Ayers, Deputy City Manager

**FROM:** Laura Krause, Human Resources Director

**SUBJECT:** Request for Exemption from Requirement to Post Security for Self Insured Workers' Compensation Claims

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**Purpose:**

This is a request for City Council to review and approve certification that the City of Peoria, a chartered Arizona Municipality and duly qualified Workers' Compensation self-insurer, is exempt from the Industrial Commission of Arizona's (ICA) requirement to post security for pending self-insurance claims.

**Background/Summary:**

The Industrial Commission of Arizona (ICA) exempts public entities from posting financial security for claims liability provided the governing body provides a statement to ICA at the beginning of each year certifying the availability of adequate funds to pay for worker's compensation claims. By providing a certified statement, the City of Peoria will meet the requirements imposed by ICA as it relates to establishing a self-insured worker's compensation plan.

**Previous Actions:**

Previous requests for exemption were also processed on 7/1/2009, 7/1/2010, 1/1/2011, 1/1/2013, 12/10/2013 and 1/20/15.

**Options:** The Council may select the following options:

- A:** The Mayor and Council sign the attached letter certifying the City of Peoria, a chartered Arizona Municipality and duly qualified Arizona Workers Compensation self-insurer, requests the Industrial Commission of Arizona (ICA) Exemption from the Requirements to Post Security for pending self insured Workers Compensation claims.

**B:** If this request is not approved and signed, the City will have to purchase a bond (cost of bond is unknown).

**Staff's Recommendation:**

The Mayor and Council sign the attached letter certifying the City of Peoria, a chartered Arizona Municipality and duly qualified Arizona Workers Compensation self-insurer, requests the Industrial Commission of Arizona's (ICA) Exemption from the Requirements to Post Security for pending self insured Workers Compensation claims.

**Fiscal Analysis:**

N/A

**Narrative:**

Once City Council approves the certification that the City of Peoria, a chartered Arizona Municipality and duly qualified Workers' Compensation self-insurer, requests exemption from the Industrial Commission of Arizona's (ICA) requirement to post security for pending self-insurance claims and necessary signatures are obtained, these documents will be returned to the Human Resources Department and routed through the City Clerk. The final approved documents will be submitted to the Industrial Commission of Arizona (ICA).

**Exhibit(s):**

**Exhibit 1:** Request from Exemption Communication and Certified Statement

**Contact Name and Number:** Christine Nickel, Human Resources Manager  
Telephone number: 623-773-7101



CITY OF PEORIA )

SS

COUNTY OF MARICOPA )

I Rhonda Geriminsky, City Clerk of the City of Peoria, County of Maricopa, within the State of Arizona, do hereby and attest that the attached is the original Request for Exemption from Requirement to Post Statutory Deposit for the City of Peoria Self-Insured Workers' Compensation in accordance with the Arizona Administrative Code and for its Self-Insured Workers Compensation program, has been duly approved and signed by the Peoria Mayor and City Council on January \_\_\_\_, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Peoria to be affixed hereunto this \_\_\_\_\_ day of January, 2016.

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

## Request for Exemption from Requirement to Post Statutory Deposit

Pursuant to the Arizona Administrative Code subsection R20-5-1114 (A & B), this document constitutes a certified statement from the City of Peoria, a chartered Arizona municipality, duly qualified and authorized Arizona Workers Compensation self-insurer.

The City of Peoria hereby requests the Industrial Commission of Arizona (ICA) approve an alternate (exemption) from the posting of a statutory deposit, of which the current approved types are as follows: Letter of credit; a surety bond; U.S. Treasury notes or establishing a local government investment pool (LGIP) account. This request is made in accordance with A.A.C § R20-5-1114 and shall cover the City of Peoria's unpaid Workers Compensation claims liability, as outlined in the foregoing statement.

The City of Peoria, Arizona States:

- 1) The City of Peoria has established a self insurance trust pursuant to A.R.S. § 11-981 (A-F) and the A.A.C.R20-5-1114.
- 2) The City of Peoria shall conduct an actuary report on an annual basis. The confidence level shall be no less than fifty-five percent. The discount for investments shall be no more than 3.0% annually.
- 3) The risk management fund and/or workers compensation trust is sufficient to cover actuarial liabilities for workers compensation' as determined by the self insurer in accordance with Government Accounting Standards Board Statement #10 (replaced by GASB No. 30); and
- 4) The City of Peoria provides funding to the risk management fund and/or trust established pursuant to A.R.S. § 11-981 (A-F) each year. The amount in the internal service fund held for workers' compensation purposes within the trust is sufficient to cover actuarial liabilities for workers compensation claims as determined by the self-insurer's actuary in accordance with Government Accounting Standards Board Statement #10 (replaced by GASB No. 30), as well as workers' compensation reserves multiplied by 125% pursuant to the A.A.C.
- 5) The City of Peoria's governing body, or designate, shall immediately notify the ICA and provide security as provided by and in this Article, if the governing body, or designate, learns that the risk management internal service fund and/or trust has insufficient funds to cover all workers compensation liabilities of the City of Peoria.
- 6) Pursuant to items 1 through 4, the City of Peoria meets the conditions required under A.R.S. § 11-981 (A-F) and the Arizona Administrative Code, subsection R20-5-1114 (A&B).
- 7) The signatures below represent a majority of the governing body (Council/Board) members.

Signed \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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Rhonda Geriminsky, City Clerk

APPROVED AS TO FROM:

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Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 12C

Date Prepared: December 21, 2015

Council Meeting Date: January 19, 2016

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**TO:** Carl Swenson, City Manager

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

**SUBJECT:** Repurposing of Funds for Economic Development Activities

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**Purpose:**

This is a request for the City Council to authorize the repurposing of an existing \$50,000 in one-time operational funds in order to supplement new economic development activities.

**Background/Summary:**

The Economic Development Implementation Strategy (EDIS) was approved by City Council in 2010 and served as a comprehensive analysis and assessment of key economic data and drivers affecting the city's ability to expand economic development opportunities in Peoria, diversify its economic base, attract targeted industries, promote real estate and redevelopment investment, as well as retain and expand existing businesses. EDIS II, adopted on December 15, 2015, further identifies initiatives that encourage the expansion of new economic development opportunities.

The Economic Development Services Department (EDS) is responsible for implementing the initiatives that come from EDIS, and since the time that the FY16 budget was prepared, EDS has been experiencing an increase in new economic development activities and project proposals. These proposals require professional services including, but not limited to, land appraisals, title reports, environmental assessments, fiscal and economic impact analysis and financial reviews. These funds will also be used to cover costs associated with the planned March Investment Forum to attract real estate, business location, and biotechnology investment into Peoria. The total funds available for repurposing equals \$50,000 and the source of the funds are described below.

During the FY16 budget process, EDS requested funds in order to participate in a regional economic development marketing partnership with the Arizona Commerce Authority (ACA). However, this partnership program was cancelled and not offered for FY16.

**Previous Actions:**

On May 20, 2014 the City Council adopted the FY15 budget that included one time funding of \$50,000 for a regional economic development marketing partnership with the ACA that was selected for fiscal year 2015.

**Options:**

**A:** Take action supporting the staff recommendation requesting repurposing of existing funds for new project related costs; or

**B:** Take action to not approve the requested repurposing of existing funds

**Staff's Recommendation:**

Authorize the repurposing of existing funds not to exceed \$50,000 in order to supplement the new project related costs of economic development activities.

**Fiscal Analysis:**

Funding of \$50,000 for this request is available in the existing Economic Development Services Business and Real Estate Division's budget. There is no financial impact from this request.

**Contact Name and Number:**

Shelley Davis, Management Analyst, extension 7232

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 13C

Date Prepared: December 14, 2015

Council Meeting Date: January 19, 2016

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**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. 1161, Terramar Cove, Celestine Drive and 69<sup>th</sup> Avenue

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**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. 1161, Terramar Cove, Celestine Drive and 69<sup>th</sup> Avenue, 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, a line item of \$0.00 will display on the homeowners' 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. 1161, Terramar Cove, Celestine Drive and 69<sup>th</sup> Avenue. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; 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 2017, the residents will have a line item of \$0.00 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 until such time the Homeowner's Association fails. 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 Terramar Cove was approved by the City on December 1, 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. It should be noted that not approving the Maintenance Improvement District will prevent any 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 fails.

**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, 623-773-7573

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

[ 1161 ]  
MID#

[ Terramar Cove ]  
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 4.99 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.



RESOLUTION NO. 2016-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1161, TERRAMAR COVE, 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. 1161 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. 1161

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. 1161.

**Section 3. Determination of Need.**

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

**Section 4. Preparation of Assessment Diagrams.**

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

**Section 5. Exclusion of Certain Property.**

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

**Section 6. Officers Not Liable.**

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

**Section 7. Annual Statement.**

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

**Section 8. Statutory Authority.**

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

**Section 9. Delegation of Authority.**

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19<sup>th</sup> day of January, 2016.

**CITY OF PEORIA**, an Arizona  
municipal corporation

---

Cathy Carlat, Mayor

ATTEST:

---

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

---

Stephen M. Kemp, City Attorney

CERTIFICATION OF CITY ENGINEER

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

---

Andrew Granger, Development and  
Engineering Services Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2016-02 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on January 19, 2016 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

June 3, 2014  
PROJECT # 9723-01-002



**LEGAL DESCRIPTION  
TERRAMAR COVE**

**MAINTENANCE IMPROVEMENT DISTRICT NO. 1161**

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, BEING A CITY OF PEORIA BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1, BEING A MARICOPA COUNTY BRASS CAP FLUSH, BEARS NORTH 89°53'07" EAST, A DISTANCE OF 2636.51 FEET;

**THENCE** NORTH 00°13'40" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 1319.33 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE** NORTH 89°52'08" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.29 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

**THENCE** CONTINUING NORTH 89°52'08" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 329.65 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE** SOUTH 00°13'01" EAST, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.81 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE** SOUTH 89°52'38" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 329.60 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST

QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE** NORTH 00°13'14" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.76 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 217,481 SQUARE FEET, OR 4.9927 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 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. 1161, TERRAMAR COVE.

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 19<sup>th</sup> day of January, 2016 the Mayor and Council of the City of Peoria adopted Resolution No. 2016-03; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1161, 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. 1161 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 \_\_\_\_\_, 2016.

---

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

RESOLUTION NO. 2016-03

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1161, TERRAMAR COVE; 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. 1161.

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. 1161 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. 1161 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. 1161 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. 1161.

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. 1161 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. 2016-03  
MID 1161 – Terramar Cove  
January 19, 2016  
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 19<sup>th</sup> day of January, 2016.

**CITY OF PEORIA**, an Arizona  
municipal corporation

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Cathy Carlat, Mayor

ATTEST:

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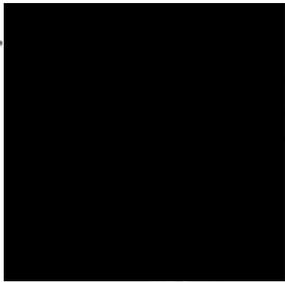
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

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Stephen M. Kemp, City Attorney

June 3, 2014  
PROJECT # 9723-01-002



**LEGAL DESCRIPTION  
TERRAMAR COVE  
MAINTENANCE IMPROVEMENT DISTRICT NO. 1161**

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, BEING A CITY OF PEORIA BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1, BEING A MARICOPA COUNTY BRASS CAP FLUSH, BEARS NORTH 89°53'07" EAST, A DISTANCE OF 2636.51 FEET;

**THENCE** NORTH 00°13'40" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 1319.33 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE** NORTH 89°52'08" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.29 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

**THENCE** CONTINUING NORTH 89°52'08" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 329.65 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

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QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE NORTH 00°13'14" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.76 FEET TO THE POINT OF BEGINNING.**

SAID PARCEL CONTAINS 217,481 SQUARE FEET, OR 4.9927 ACRES, MORE OR LESS.

**Resolution No. 2016 - 03**

**EXHIBIT "B"**

**IS ON FILE IN THE**

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



**CITY OF PEORIA, ARIZONA  
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1161 TERRAMAR COVE.

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 19<sup>th</sup> day of January, 2016, the Mayor and Council of the City of Peoria adopted Resolution No. 2016-03; ordering 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. 1161, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintenance of landscaping within the district and including a charge for the work necessary to maintain the 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. 1161 may be obtained by contacting Mr. Andrew Granger, Development and Engineering Director, City of Peoria, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7215.

DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

---

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

**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 FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1161, TERRAMAR COVE.

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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. 1161 may be obtained by contacting Mr. Andrew Granger, Development and Engineering Director, City of Peoria, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7215.

DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

Posted at City Council Chambers Entrance  
Dates: January 20 – 26, 2016

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 14C

**Date Prepared: December 14, 2015**

**Council Meeting Date: January 19, 2016**

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**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. 1097, Terramar Cove, Celestine Drive and 69<sup>th</sup> Avenue**

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**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. 1097, Terramar Cove, Celestine Drive and 69<sup>th</sup> Avenue, 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. 1097, Terramar Cove, located at Celestine Drive and 69<sup>th</sup> Avenue. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; 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 2017, 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 Terramar Cove was approved by the Council on December 1, 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. 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, 623-773-7573

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

[ 1097 ]  
SLID#  
[ Terramar Cove ]  
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 4.99 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>Courtland Communities LLC</u> Print Property Owner Name <u>Brian Mings</u> Print Name <u>19820 N. 7th Ave., Suite 115, Phoenix, AZ 85027</u> Address  Signature 	Date:  <u>11/5/15</u>	Property (Tax Parcel Numbers)  <u>201-09-006F</u>
_____ Print Property Owner Name _____ Print Name _____ Address _____ Signature	Date:  _____	Property (Tax Parcel Numbers)  _____

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. 2016-04

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. 1097, TERRAMAR COVE; 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. 1097 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. 1097 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. 1097 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. 1097.

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. 1097 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. 2016-04  
SLID 1097, Terramar Cove  
January 19, 2016  
Page 3 of 7 Pages

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19<sup>th</sup> day of January, 2016.

**CITY OF PEORIA**, an Arizona  
municipal corporation

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Cathy Carlat, Mayor

ATTEST:

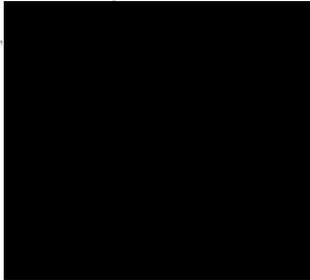
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Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

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Stephen M. Kemp, City Attorney



LEGAL DESCRIPTION  
TERRAMAR COVE  
STREET LIGHT IMPROVEMENT DISTRICT NO. 1097

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, BEING A CITY OF PEORIA BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1, BEING A MARICOPA COUNTY BRASS CAP FLUSH, BEARS NORTH 89°53'07" EAST, A DISTANCE OF 2636.51 FEET;

**THENCE** NORTH 00°13'40" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 1319.33 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE** NORTH 89°52'08" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.29 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

**THENCE** CONTINUING NORTH 89°52'08" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 329.65 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE** SOUTH 00°13'01" EAST, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.81 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE** SOUTH 89°52'38" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 329.60 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST

QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE** NORTH 00°13'14" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.76 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 217,481 SQUARE FEET, OR 4.9927 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. 2016-05

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. 1097, TERRAMAR COVE 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 19<sup>th</sup> day of January, 2016, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2016-04, 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. 1097; 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. 2016-04 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. 2016-04, 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. 2016-04 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. 2016-04 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. 2016-04; 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. 2016-04 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 19<sup>th</sup> day of January, 2016, 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. 2016-05  
SLID 1097, Terramar Cove  
January 19, 2016  
Page 3 of 8 Pages

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19<sup>th</sup> day of January, 2016.

**CITY OF PEORIA**, an Arizona  
municipal corporation

---

Cathy Carlat, Mayor

ATTEST:

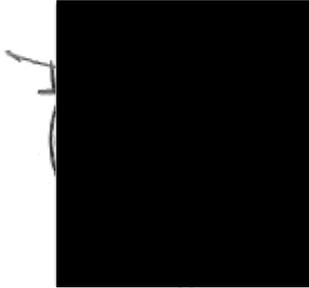
---

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

---

Stephen M. Kemp, City Attorney



**LEGAL DESCRIPTION  
TERRAMAR COVE  
STREET LIGHT IMPROVEMENT DISTRICT NO. 1097**

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, BEING A CITY OF PEORIA BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 1, BEING A MARICOPA COUNTY BRASS CAP FLUSH, BEARS NORTH 89°53'07" EAST, A DISTANCE OF 2636.51 FEET;

**THENCE** NORTH 00°13'40" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 1319.33 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

**THENCE** NORTH 89°52'08" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 659.29 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

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**EXHIBIT "B"**

**IS ON FILE IN THE**

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



**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. 1097, TERRAMAR COVE

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 19<sup>th</sup> day of January, 2016, the Mayor and Council of the City of Peoria adopted Resolution No. 2016-05; 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. 1097, 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. 1097 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 \_\_\_\_\_, 2016.

---

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

**CITY OF PEORIA, ARIZONA  
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING  
THE IMPROVEMENT CONSISTING OF  
AUTHORIZING THE PURCHASE OF ELECTRICITY  
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DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

**CITY OF PEORIA, ARIZONA  
NOTICE**

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THE IMPROVEMENT CONSISTING OF  
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DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

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

Posted at City Council Chambers Entrance  
Dates: January 20 – 26, 2016

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 15C

Date Prepared: December 23, 2015

Council Meeting Date: January 19, 2016

---

**TO:** Carl Swenson, City Manager

**FROM:** Andrew Granger, PE, Development and Engineering Director

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

**SUBJECT:** Condominium Replat, The East Portion of Building D of Union Hills Office Park, Union Hills Drive and West of 91<sup>st</sup> Avenue (Project No. R150066)

---

**Purpose:**

This is a request for City Council to approve a Condominium Replat of The East Portion of Building D of Union Hills Office Park, and authorize the Mayor and City Clerk to sign and record the Condominium Replat with the Maricopa County Recorder's Office subject to the following stipulation:

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

**Background/Summary:**

The Amendment to the Condominium Replat is needed to facilitate the sale of a condo unit to a business entity by the owner. The Union Hills Office Park condo plat was originally set up with individual units identified within buildings throughout the site (July, 2006). As sales have taken place in the condominium subdivision over the past few years, reconfigurations of the units have been necessary (for example, shifting of unit lines or combining of units). This is similar to a residential subdivision when individual lot lines require shifting. As the owner continues to sell condominium units, additional plat amendments may be required.

**Previous Actions:**

The condominium plat was reviewed by the City and completed in July of 2006.

**Options:**

A: The Condominium Replat has been approved through the Development and Engineering Department. An option would be to not accept the proposed Condominium Replat; although it should be noted that not approving the Condominium Replat will hinder the Developer from selling these units as intended.

B: The other option would be to formally approve the Condominium Replat and allow these units to be sold and developed.

**Staff's Recommendation:**

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

**Fiscal Analysis:**

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

**Narrative:**

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

**Exhibit(s):**

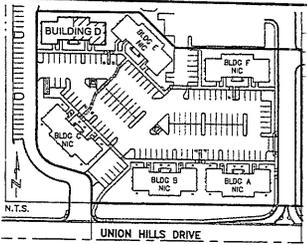
**Exhibit 1:** Final Plat

**Exhibit 2:** Vicinity Map

**Contact Name and Number:**

Jodi Breyfogle, PE, 623-773-7577

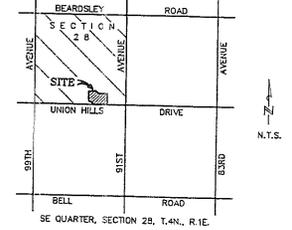
INDEX MAP



# CONDOMINIUM REPLAT OF "THE EAST PORTION OF BUILDING D OF UNION HILLS OFFICE PARK"

A REPLAT OF A CONDOMINIUM RECORDED IN BOOK 853, PAGE 44,  
RECORDS OF MARICOPA COUNTY, ARIZONA,  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28,  
TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE G. & S.R.B. & M.,  
MARICOPA COUNTY, ARIZONA  
OWNER: JAZA, LLC

VICINITY MAP



DEDICATION

STATE OF ARIZONA )  
 ) S.S.  
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS, THAT JAZA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE OWNER OF THE CONDOMINIUM UNIT SHOWN HEREON, HAS SUBDIVIDED UNDER THE NAME OF "THE EAST PORTION OF BUILDING D OF UNION HILLS OFFICE PARK", BEING A REPLAT OF A CONDOMINIUM RECORDED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE MEASUREMENTS AND DIMENSIONS OF THE UNITS CONSTITUTING SAME AND THAT EACH UNIT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

THE INTENT OF THIS REPLAT IS TO CHANGE THE UNIT DIMENSIONS OF THE UNITS D-3 AND D-4 IN BUILDING D OF THE CONDOMINIUM PLAT FOR UNION HILLS OFFICE PARK, AND ALL NOTATIONS AND DEDICATIONS STATED ON OR (M.C.R. BOOK 853, PAGE 44) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDED DECLARATION OF THIS CONDOMINIUM REPLAT.

IN WITNESS WHEREOF, JAZA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAS HERETO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS OFFICER HERETO DULY AUTHORIZED TO DO SO.

BY: [Signature] JUDI L. SMITH, MANAGING MEMBER

OWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION Susan Bernadette D'Souza DULY ELECTED OF UNION HILLS OFFICE PARK OWNERS ASSOCIATION ACKNOWLEDGES THE AMENDMENTS IDENTIFIED HEREON.

SIGNATURE: [Signature] DATE: 12/21/2015

ACKNOWLEDGMENT, ASSOCIATION

STATE OF ARIZONA )  
 ) S.S.  
COUNTY OF MARICOPA )  
ON THIS 21<sup>st</sup> DAY OF December, 2015 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED Susan Bernadette D'Souza WHO ACKNOWLEDGED HIMSELF TO BE AN OFFICER OF UNION HILLS OFFICE PARK OWNERS ASSOCIATION AND THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED TO DO, HEREBY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC: [Signature]

MY COMMISSION EXPIRES May 06, 2017



LEGAL DESCRIPTION

UNITS D-3, AND D-4, OF THE CONDOMINIUM PLAT FOR UNION HILLS OFFICE PARK AS RECORDED IN BOOK 853 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA.

FLOOD ZONE INFORMATION

LOCATED IN FLOOD ZONE "X", FEMA MAP NO. 04013Q 1245L, OCTOBER 16, 2013.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREIN WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER 2015; AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

C. DON WALKING, R.L.S. #33880

DATE: 12/16/15



ACKNOWLEDGMENT

STATE OF ARIZONA )  
 ) S.S.  
COUNTY OF MARICOPA )

ON THIS 21<sup>st</sup> DAY OF December, 2015 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED JUDI L. SMITH, WHO ACKNOWLEDGED HERSELF TO BE AN OFFICER OF JAZA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND THAT SHE, AS SUCH OFFICER, BEING DULY AUTHORIZED TO DO, HEREBY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: [Signature]

MY COMMISSION EXPIRES 8/31/19



APPROVALS

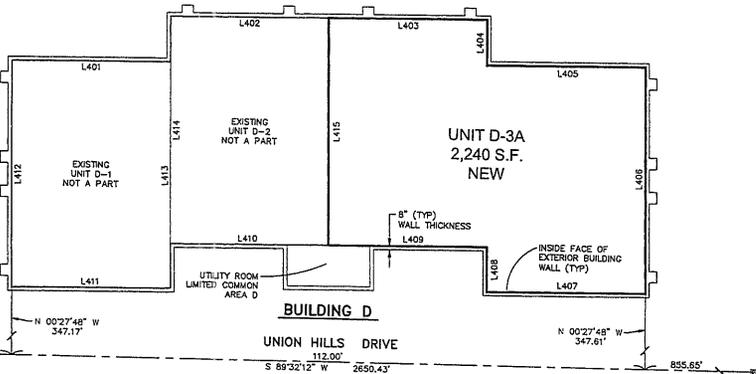
APPROVED BY: \_\_\_\_\_

THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

FOR CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

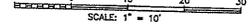


LINE TABLE - BUILDING D

NUMBER	DIRECTION	DISTANCE
L401	N 89°18'36" E	28.00'
L402	N 89°18'36" E	28.00'
L403	N 89°18'36" E	28.00'
L404	S 00°41'24" E	8.00'
L405	N 89°18'36" E	28.00'
L406	S 00°41'24" E	40.00'
L407	S 89°18'36" W	28.00'
L408	N 00°41'24" W	8.00'
L409	N 89°18'36" E	28.00'
L410	N 89°18'36" E	28.00'
L411	N 89°18'36" W	28.00'
L412	N 00°41'24" W	40.00'
L413	S 00°41'24" E	40.00'
L414	N 00°41'24" W	40.00'
L415	N 00°41'24" W	40.00'

NOTES

- UNIT DIMENSIONS ARE TO THE INSIDE FACE OF EXTERIOR WALLS AND CENTER OF DEMISING WALLS.
- ALL EXTERIOR WALLS ARE COMMON ELEMENTS.
- THE BUILDING D LOCATION WITH DIMENSIONED TIES TO PROPERTY LINES AND SECTION CORNERS ARE SHOWN ON SHEET 3 OF THE CONDOMINIUM PLAT FOR UNION HILLS OFFICE PARK AS RECORDED IN BOOK 853, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA.



GENERAL NOTES

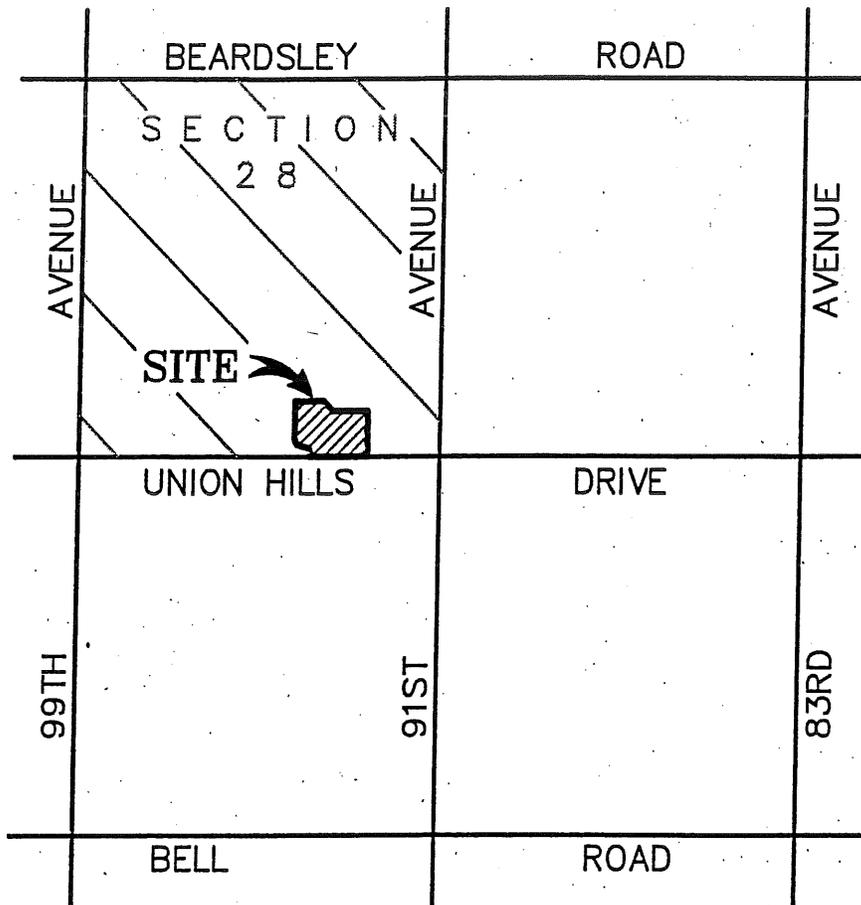
- NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PARKING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
- ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE IMPROVEMENTS.
- MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE CONDOMINIUM ASSOCIATION.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. THESE ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
- THIS SUBDIVISION IS LOCATED WITHIN THE WISCONSIN STATE TRUCK ROUTE.
- THIS SUBDIVISION IS LOCATED IN THE WISCONSIN STATE TRUCK ROUTE, 91ST AVENUE AND UNION HILLS DRIVE ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
- THIS SUBDIVISION IS LOCATED IN THE WISCONSIN STATE TRUCK ROUTE, 91ST AVENUE AND UNION HILLS DRIVE ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
- 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 IMPEDIE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
- AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAS BEEN FORMED AND HAS THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
- THE BOUNDARIES OF EACH UNIT AS SHOWN ON THIS PLAT ARE AS FOLLOWS: (A) THE VERTICAL BOUNDARIES ARE THE INTERIOR SURFACES OF THE PERIMETER BUILDING WALLS (AND THE INTERIOR SURFACE OF ANY WINDOWS OR DOORS IN THE PERIMETER WALLS) AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF ANY PARTY WALL, SEPARATING THE UNIT FROM ANOTHER UNIT OR FROM A FIRE RISER ROOM OR ELECTRICAL ROOM; (B) THE UPPER HORIZONTAL BOUNDARY IS THE TOP OF THE CONCRETE FLOOR SLAB OF THE BUILDING; AND (C) THE LOWER HORIZONTAL BOUNDARY IS A HORIZONTAL PLANE HAVING AN ELEVATION CORRESPONDING WITH THE LOWEST POINT OF THE BOTTOM SURFACE OF THE ROOF TRUSSES. ALL SPACES, INTERIOR PARTITIONS AND OTHER FIXTURES AND IMPROVEMENTS (INCLUDING, BUT NOT LIMITED TO, CHUTES, FLIES, WIRES, CONDUITS, HEATING AND AIR CONDITIONING LINES OR METERS) WITHIN THE BOUNDARIES OF A UNIT AND WHICH SERVE ONLY THE UNIT ARE PART OF THE UNIT, AND ANY SUCH FIXTURES OR IMPROVEMENTS LOCATED WITHIN THE BOUNDARIES OF A UNIT BUT WHICH SERVE MORE THAN ONE UNIT ARE PART OF THE CONDOMINIUM DECLARATION FOR UNION HILLS OFFICE PARK (THE "DECLARATION") AS RECORDED WITH THE MARICOPA COUNTY RECORDS AT DOCKET 0007000704. UNIT OWNERS SHOULD REFER TO THE DECLARATION AND AMENDMENTS FOR SPECIFIC INFORMATION ABOUT THEIR BOUNDARIES AND RESPONSIBILITIES IN CONNECTION WITH OWNING A UNIT. THE PERIMETER BUILDING WALL SHALL BE MAINTAINED, REPAIRED AND SHALL ALTER OR MODIFY ANY PERIMETER BUILDING WALL WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS OF THE UNION HILLS OFFICE PARK OWNERS ASSOCIATION.

**DRW ENGINEERING, INC.** Design: CDW  
 10320 West McDowell Road, Suite K-1136 Drawn: VSP  
 Avondale, Arizona 85392  
 Phone: (623)478-8800 Fax: (623)478-8841 Scale: 1" = 10'  
 E-mail: drw@drwengineering.com Job #: 15034

**CONDOMINIUM PLAT**  
 CONDOMINIUM REPLAT OF THE EAST PORTION OF  
 BUILDING D OF UNION HILLS OFFICE PARK  
 9242 WEST UNION HILLS DRIVE  
 PEORIA, ARIZONA

R150066 Date: 12/16/15 Sheet 1 OF 1

# VICINITY MAP



SE QUARTER, SECTION 28, T.4N., R.1E.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 16C

Date Prepared: December 23, 2015

Council Meeting Date: January 19, 2016

---

**TO:** Carl Swenson, City Manager

**FROM:** Andrew Granger, PE, Development and Engineering Director

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

**SUBJECT:** Condominium Replat, The Southeast Portion of Building E of Union Hills Office Park, Union Hills Drive and West of 91<sup>st</sup> Avenue (Project No. R150067)

---

**Purpose:**

This is a request for City Council to approve a Condominium Replat of The Southeast Portion of Building E of Union Hills Office Park, and authorize the Mayor and City Clerk to sign and record the Condominium Replat with the Maricopa County Recorder's Office subject to the following stipulation:

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

**Background/Summary:**

The Amendment to the Condominium Replat is needed to facilitate the sale of a condo unit to a business entity by the owner. The Union Hills Office Park condo plat was originally set up with individual units identified within buildings throughout the site (July, 2006). As sales have taken place in the condominium subdivision over the past few years, reconfigurations of the units have been necessary (for example, shifting of unit lines or combining of units). This is similar to a residential subdivision when individual lot lines require shifting. As the owner continues to sell condominium units, additional plat amendments may be required.

**Previous Actions:**

The condominium plat was reviewed by the City and completed in July of 2006.

**Options:**

A: The Condominium Replat has been approved through the Development and Engineering Department. An option would be to not accept the proposed Condominium Replat; although it should be noted that not approving the Condominium Replat will hinder the Developer from selling these units as intended.

B: The other option would be to formally approve the Condominium Replat and allow these units to be sold and developed.

**Staff's Recommendation:**

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

**Fiscal Analysis:**

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

**Narrative:**

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

**Exhibit(s):**

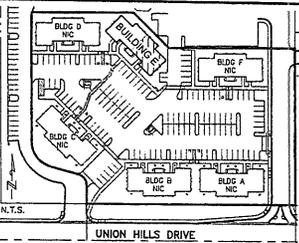
**Exhibit 1:** Final Plat

**Exhibit 2:** Vicinity Map

**Contact Name and Number:**

Jodi Breyfogle, PE, 623-773-7577

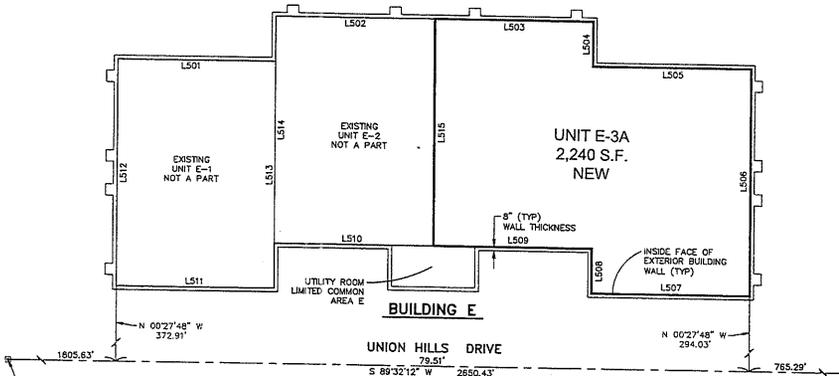
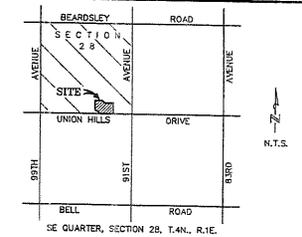
INDEX MAP



# CONDOMINIUM REPLAT OF "THE SOUTHEAST PORTION OF BUILDING E OF UNION HILLS OFFICE PARK"

A REPLAT OF A CONDOMINIUM RECORDED IN BOOK 853, PAGE 44,  
RECORDS OF MARICOPA COUNTY, ARIZONA,  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28,  
TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE G. & S.R.B. & M.,  
MARICOPA COUNTY, ARIZONA  
OWNER: MONEY NEVER SLEEPS, LLC

VICINITY MAP

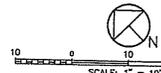


**LINE TABLE - BUILDING E**

NUMBER	DIRECTION	DISTANCE
L501	S 45°41'24" E	28.00'
L502	S 45°41'24" E	28.00'
L503	S 45°41'24" E	28.00'
L504	S 44°18'36" W	8.00'
L505	S 45°41'24" E	28.00'
L506	S 44°18'36" W	40.00'
L507	N 45°41'24" W	28.00'
L508	N 44°18'36" E	8.00'
L509	S 45°41'24" E	28.00'
L510	S 45°41'24" E	28.00'
L511	N 45°41'24" W	28.00'
L512	N 44°18'36" E	40.00'
L513	S 44°18'36" W	40.00'
L514	N 44°18'36" E	40.00'
L515	N 44°18'36" E	40.00'

**NOTES**

- UNIT DIMENSIONS ARE TO THE INSIDE FACE OF EXTERIOR WALLS AND CENTER OF DEMISING WALLS.
- ALL EXTERIOR WALLS ARE COMMON ELEMENTS.
- THE BUILDING E LOCATION WITH DIMENSIONED TIES TO PROPERTY LINES AND SECTION CORNERS ARE SHOWN ON SHEET 3 OF THE CONDOMINIUM PLAT FOR UNION HILLS OFFICE PARK AS RECORDED IN BOOK 853, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA.



**GENERAL NOTES**

- 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.
- ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE TV, TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE IMPROVEMENTS.
- MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE CONDOMINIUM ASSOCIATION.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEY RESPONSIBLE FOR THEIR PLACEMENT.
- SEDS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VEW EASEMENTS OR THE SHORT DISTANCE TRIANGLES, NO LIMES, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 64 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED 30 AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
- THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
- THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE, 91ST AVENUE AND UNION HILLS DRIVE ARE DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
- THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION). 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 IMPIDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.

- AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAS BEEN FORMED AND HAS THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
- THE BOUNDARIES OF EACH UNIT AS SHOWN ON THIS PLAT ARE AS FOLLOWS:
  - THE VERTICAL BOUNDARIES ARE THE INTERIOR SURFACES OF THE PERIMETER BUILDING WALLS (AND THE INTERIOR SURFACE OF ANY WINDOWS OR DOORS IN THE PERIMETER BUILDING WALLS) AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF ANY PARTY WALL SEPARATING THE UNIT FROM ANOTHER UNIT OR FROM A FIRE RISER ROOM OR ELECTRICAL ROOM.
  - THE LOWER HORIZONTAL BOUNDARY IS THE TOP OF THE CONCRETE FLOOR SLAB OF THE BUILDING, AND
  - THE UPPER HORIZONTAL BOUNDARY IS A HORIZONTAL PLANE HAVING AN ELEVATION CORRESPONDING WITH THE LOWEST POINT OF THE BOTTOM SURFACE OF THE ROOF TRUSSES.
- ALL SPACES, INTERIOR PARTITIONS AND OTHER FIXTURES AND IMPROVEMENTS (INCLUDING, BUT NOT LIMITED TO, CHIMNEYS, FLUES, WIRES, CONDUITS, HEATING AND AIR CONDITIONING UNITS, HOT WATER HEATERS AND GAS, CABLE TELEVISION, WATER AND ELECTRIC PIPES, LINES OR METERS) WITHIN THE BOUNDARIES OF A UNIT AND WHICH SERVE ONLY THE UNIT ARE PART OF THE UNIT, AND ANY SUCH FIXTURES OR IMPROVEMENTS LOCATED WITHIN THE BOUNDARIES OF A UNIT BUT WHICH SERVE MORE THAN ONE UNIT ARE PART OF THE CONDOMINIUM DECLARATION FOR UNION HILLS OFFICE PARK (THE "DECLARATION") AS RECORDED WITH THE MARICOPA COUNTY RECORDER AT DOCKET 2007005714. UNIT OWNERS SHOULD REFER TO THE DECLARATION AND AMENDMENTS FOR SPECIFIC INFORMATION ABOUT THEIR BOUNDARIES AND RESPONSIBILITIES IN CONNECTION WITH REPLACING OR REPAIRING THEIR BOUNDARY WALLS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS OF THE UNION HILLS OFFICE PARK OWNERS ASSOCIATION.

**DEDICATION**

STATE OF ARIZONA }  
COUNTY OF MARICOPA } S.S.  
KNOW ALL MEN BY THESE PRESENTS, THAT MONEY NEVER SLEEPS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE OWNER OF THE CONDOMINIUM UNIT SHOWN HEREON, HAS SUBDIVIDED UNDER THE NAME OF THE SOUTHEAST PORTION OF BUILDING E OF UNION HILLS OFFICE PARK, BEING A REPLAT OF A CONDOMINIUM RECORDED IN BOOK 853, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE G&S RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "THE SOUTHEAST PORTION OF BUILDING E OF UNION HILLS OFFICE PARK" AND HEREBY DECLARES THAT SAID DIMENSIONS OF THE UNITS CONSTITUTING SAME AND THAT EACH UNIT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

THE INTENT OF THIS REPLAT IS TO CHANGE THE UNIT DIMENSIONS OF THE UNITS E-3 AND E-4 IN BUILDING E OF THE CONDOMINIUM PLAT FOR UNION HILLS OFFICE PARK, AND ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED CONDOMINIUM PLAT FOR UNION HILLS OFFICE PARK (M.C.R. BOOK 853, PAGE 44) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDED OF THIS CONDOMINIUM REPLAT.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

MONEY NEVER SLEEPS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY:   
JENNIFER SKIDMORE, MANAGER

**ACKNOWLEDGMENT**

STATE OF ARIZONA }  
COUNTY OF MARICOPA } S.S.  
ON THIS 21<sup>st</sup> DAY OF December, 2015, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED JENNIFER SKIDMORE, WHO ACKNOWLEDGED HERSELF TO BE AN OFFICER OF MONEY NEVER SLEEPS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND THAT SHE, AS SUCH OFFICER, BEING DULY AUTHORIZED TO DO, HEREBY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC:

MY COMMISSION EXPIRES: May 06, 2017

**APPROVALS**

APPROVED BY:

THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

FOR CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**OWNERS ASSOCIATION RATIFICATION**

BY THIS RATIFICATION Sean Benedict D'Souza DULY ELECTED President OF UNION HILLS OFFICE PARK OWNERS ASSOCIATION ACKNOWLEDGES THE AMENDMENTS IDENTIFIED HEREON.

SIGNATURE: DATE: 12/21/2015

**ACKNOWLEDGMENT, ASSOCIATION**

STATE OF ARIZONA }  
COUNTY OF MARICOPA } S.S.  
ON THIS 21<sup>st</sup> DAY OF December, 2015, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED Sean Benedict D'Souza WHO ACKNOWLEDGED HIMSELF TO BE AN OFFICER OF UNION HILLS OFFICE PARK OWNERS ASSOCIATION AND THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED TO DO, HEREBY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC:

MY COMMISSION EXPIRES: May 06, 2017

**LEGAL DESCRIPTION**

UNITS E-3, AND E-4, OF THE CONDOMINIUM PLAT FOR UNION HILLS OFFICE PARK AS RECORDED IN BOOK 853 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA.

**FLOOD ZONE INFORMATION**

LOCATED IN FLOOD ZONE "X", FEMA MAP NO. 04013C 1245L, OCTOBER 16, 2013.

**CERTIFICATION**

THIS IS TO CERTIFY THAT THE SUBDIVISION OF THE PREMISES DESCRIBED AND PLATED HEREIN WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER, 2015, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

CLERK WARDING, R.L.S. #33880 DATE: 12-18-15

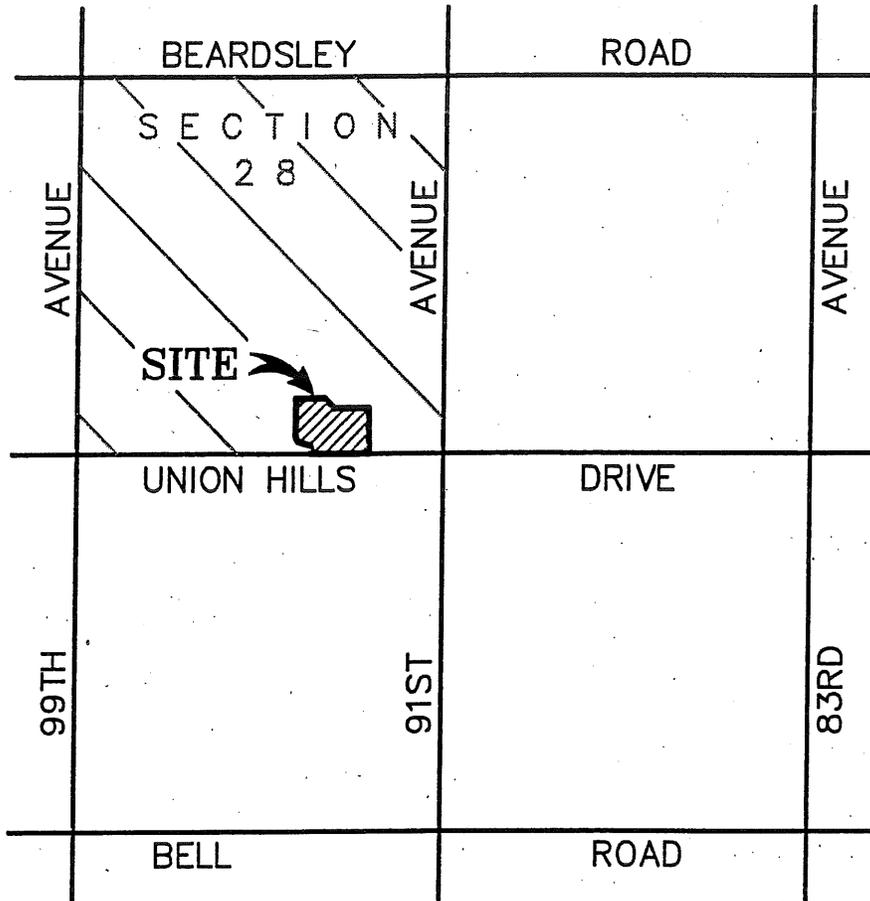
**DRW ENGINEERING, INC.** Design: CDW  
10320 West McDowell Road, Suite K-1136 Drawn: VSP  
Avondale, Arizona 85392  
Phone: (623)478-8800 Fax: (623)478-8841 Scale: 1" = 10'  
E-mail: cdr@drwengineering.com Job #: 15035

**CONDOMINIUM PLAT**

CONDOMINIUM REPLAT OF THE SOUTHEAST PORTION OF  
BUILDING E OF UNION HILLS OFFICE PARK  
9220 WEST UNION HILLS DRIVE  
PEORIA, ARIZONA

R150067 Date: 12/16/15 Sheet 1 OF 1

# VICINITY MAP



SE QUARTER, SECTION 28, T.4N., R.1E.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 17R

**Date Prepared: January 4, 2016**

**Council Meeting Date: January 19, 2016**

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**TO:** Carl Swenson, City Manager  
**FROM:** Laura Krause, Human Resources Director  
**THROUGH:** Julie Ayers, Deputy City Manager  
**SUBJECT:** Peoria Police Officer's Association Memorandum of Understanding, July 2016 through June 2018

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**Purpose:**

This is a request for City Council to consider a Memorandum of Understanding (MOU) for the Peoria Police Officers Association for the period July 2016 through June 2018 establishing wages, hours and conditions of work.

**Background/Summary:**

Pursuant to City Code Chapter 19, the meet and confer process began on October 29, 2015 and concluded on December 15, 2015. This MOU has been ratified by the membership of PPOA.

The major components of this new MOU are as follows:

- \*The agreement is for a two year period, beginning July 1, 2016 to June 30, 2018.
- \*Establishes a 2% Market Adjustment to the Police Officer salary range effective the first full pay period of July 2016.
- \*Establishes 1 step/merit increase each year for eligible employees over two years.
- \*Increases Uniform Allowance payments to \$1200 per year.
- \*2<sup>nd</sup> year, increases shift pay to \$0.50/hour (second shift) and \$0.65/hour (third shift).

**Options:**

**A:** Approve the PPOA MOU in total for the period July 2016 through June 2018.

**B:** Do not approve the PPOA MOU in total for the period July 2016 through June 2018 and return for re-negotiation with specific direction.

**Staff's Recommendation:**

It is recommended that the Mayor and Council approve the PPOA MOU in total for the period July 2016 through June 2018.

**Fiscal Analysis:**

The cost of the two year PPOA MOU would be \$1,073,000 in on-going costs.

**Exhibit(s):** Memorandum of Understanding, July 1, 2016 – June 30, 2018

**Contact Names and Numbers:** Laura Krause, Human Resources Director, x7103  
Julie Ayers, Deputy City Manager, x7580

MEMORANDUM OF UNDERSTANDING

JULY 1, 2016 through JUNE 30, 2018

CITY OF PEORIA

AND

PEORIA POLICE OFFICERS ASSOCIATION

COVERING

POLICE OFFICERS UNIT

This Memorandum of Understanding is made and entered into between the City of Peoria, Arizona, hereinafter referred to as “City”, and the Peoria City Officers Association, hereinafter, referred to as “Association”, under the authority of the City of Peoria Ordinance No. 88-13.

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## PREAMBLE

This agreement is entered into between the City of Peoria and the Peoria Police Officers Association. It is the purpose of this agreement to assure sound and mutually beneficial relationships between the two parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and working conditions.

The purpose of this agreement is to provide guidelines to assist with an orderly meet and confer process between the two parties, to secure prompt and fair disposition of grievances or complaints and to establish a basis for the solution of problems by responsible parties so that a spirit of peace and cooperation be maintained.

The City and PPOA, having met and conferred in good faith pursuant to City ordinance, have reached complete agreement concerning wages, hours and working conditions for the term specified and submit this Memorandum to the City Council of the City of Peoria with their joint recommendation that the City Council resolve to adopt its terms and provisions.

### **Article 1: Gender**

Whenever any words used herein are in the masculine, feminine or neuter, they will be construed as though they were also used in another gender in all cases where they would so apply.

In addition the terms Unit Employee, Unit member or employee either in the singular or plural form will mean employees of the City of Peoria that are specifically covered by the MOU.

### **Article 2: Rights of the Parties**

#### 1. Rights/Responsibilities of the Association

- a. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Unit as determined by the Peoria City Council in Ordinance #88-13.
- b. Certain specified organizational representatives of the Association have the rights to paid release time as follows:
  - i. The Association may designate representatives as follows:
    - 1 Five (5) Executive Board members
    - 2 Eleven (11) Representatives
    - 3 One (1) Senior Representative

No more than four (4) of the twelve (12) total representatives will be assigned to the same patrol shift. The Association will notify the Police Chief of such appointments within thirty (30) days of shift or assignment change. The Police Department is not obligated to change or adjust normal scheduling or assignments of personnel as a result of such designations.

Probationary employees will not be eligible for designation as a representative.

- ii. One organizational representative may, when the Association is designated in writing by a grievant as his representative, attend mutually scheduled Memorandum of Understanding (MOU) grievance meetings and hearings with Department representatives without loss of pay or benefits.

- iii. The Association representative is required to obtain permission of his immediate supervisor to absent himself from his duties to attend scheduled grievance meetings. A representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the Department and the occupational safety of the shift representative.
- iv. For each individual fiscal year (July 1 through June 30) during the term of this agreement, the Association will, subject to operational scheduling requirements, be allowed release time with pay, which will not be unreasonably withheld, for up to a maximum of seven hundred eighty (780) hours per year for elected officers, trustees and members appointed by the President to attend Association Business and Executive Board meetings or to attend union seminars and conventions. Union release time will not be used for outside organizing or for representation.

Notice of events and names of the members attending should be submitted to the Police Chief or his designee by the Association no later than ten (10) calendar days in advance of the requested release time. Requests submitted with less than ten (10) days notice will be considered and may be granted when they do not interfere with normal departmental operations.

- v. The City will furnish to the Association on request, at actual cost, a listing of Association member on City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The Association agrees to use this list solely for the purpose of communicating with employees and will not share this information with other individuals or organizations.
- vi. The City will deduct biweekly an amount approved by the membership of the Association limited to regular and temporary membership dues pursuant to authorization of a form provided by the City, duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis. The City will, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. Requests for changes in the deduction amount will include the employee name, number, effective date and amount. The City will not make dues deductions for employees on behalf of any other employee organization during the term of the Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
- vii. The Association, through its designated representatives, may distribute Association related printed material on City premises (building and grounds) only before and after scheduled working hours, provided that the employee distributing such material is on non-work status.

The City does grant the Association permission to use City provided information boxes assigned to each individual police officer located within the officer's designated work area to distribute said materials.

The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the City or its designee.

- viii. The City agrees that officers and non-employee representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to the appropriate employer representative. Such visitations shall be for the reasons of the

administration of this agreement, disseminating information, or providing information to new recruits during an orientation or post academy session. The Association agrees that such activities shall not interfere with the normal work duties of employees.

The Association will be allowed one (1) hour in post academy. During such discussions, the association representative will avoid the dissemination of information which is political in nature, abuse of any person or organization, or disrupt the Department's operation.

- ix. The City will provide the Association, upon request, non-confidential and readily available information concerning the Unit that is necessary to Association representatives for negotiation and MOU grievances, and is not otherwise available to the Association, such as personnel census, employee benefit data, and survey information. Such requests will be made through the City Manager or his designee. Any usual costs incurred by the City in connection with this Section will be borne by the Association. Further, the Association may designate not more than five (5) persons who will be authorized to examine the documents provided. Such persons need not be employees of the City or Association, but may include accountants, time study experts, or others hired by the Association for the purpose of such examination. Such examinations will be made during current city business hours. The obligation of the City under this section will be cumulative of, and will not derogate from, any other requirement expressed in this agreement with respect to furnishing notices, communications or any other writing to the Association.
- x. The Association will be permitted to place one bulletin board in the main Police building and one in the Pinnacle Peak Public Safety building. The Association will be responsible for all costs and upkeep with these bulletin boards. The parties agree that this Article does not authorize or approve the posting of material that is political in nature or abusive of any person or organization. The placement and size of the bulletin board will be determined by the Police Chief and Association and the overall size will not exceed 48" x 36".
- xi. To assist the Employer, during the term of the MOU, the Association President will be assigned to a day shift schedule with Saturdays and Sundays off if a 5/8 schedule is in effect. Should a 4/10's schedule be in effect, the Association President will be assigned to a day shift with Fridays, Saturdays and Sundays off. Alternatively, the President may designate an Executive Board Member to fulfill this assignment. The assignment will be in effect for the term of the shift bid year, unless the individual is relieved of the position on the Executive Board. If a change of designee occurs, the original designee will switch shift assignments with the newly appointed designee. This does not preclude the Police Chief from moving the Association Designee for disciplinary or performance issues as outlined in the MOU or Department Policy.

The purpose of this assignment will be to ensure the Association has a designated individual available to represent the Association during normal business hours in planned and unplanned communications with the Police Chief, his designees, or City management staff, including Human Resources.

- xii The Association agrees, for its members who work for the City, that they will individually and collectively perform loyal and efficient work and service; that they will use their influence and best efforts to protect the property of the City and its service to the public; and, that they will cooperate in promoting and advancing the welfare of the City and the protection of its service to the public at all times.

- xiii. The Association and the City mutually agree to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, manpower, and methods of work.

## 2. Rights of Management

Nothing in the agreement is to be interpreted as constituting a waiver of the city of Peoria's rights and responsibilities to create and maintain services that reflect the wishes of its citizens. The intent of the agreement is to establish conditions of employment with the association. The Association recognizes that the city has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and workforce performing those services.

Therefore, the city, on its own behalf and on behalf of the city council, hereby reserves and retains unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law, the Constitution of Arizona and the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the city services, its properties and facilities;
2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal;
3. To establish standards of performance to be maintained and courses of instruction, including special programs, as deemed necessary or advisable by the executive management;
4. To determine overall goals and objectives as well as the policies affecting the employment;
5. To determine work schedules including the necessity of overtime, assignments of employees, qualifications required and areas worked;
6. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
7. To adopt reasonable rules and regulations;
8. To determine the location or relocation of its facilities, including the establishment or relocation of new services, buildings, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions, sub-divisions, functions, programs, buildings, or other facilities;
9. To establish hours and days of operation of its facilities;
10. To determine the financial and public information policies including adopting and management of the city's budget, all accounting procedures, and all matters pertaining to public relations;

11. To determine the size of the management organization, its functions, authority, amount of supervision, and organizational structure;
  12. To direct the working forces, including the right to hire, promote, discipline, transfer, evaluate, layoff employees from duty due to the lack of work or lack of funds, or abolishment of position and determine the size of the workforce.
  13. To take whatever action may be necessary to carry out the mission of the city in situations of emergency and/or fiscal crisis.
- A. The exercise of the foregoing powers, rights, duties, and responsibilities by the city and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the city except as limited by the specific terms of this Agreement. Failure to exercise management rights does not preclude the city from exercising such rights at anytime in the future.

**B. Reservation of Management Rights**

The enumeration of the rights and duties of the city in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein; and all management-rights and management functions not, expressly delegated in this Agreement are reserved to the city.

**C. Notification of Association Representatives**

The Association will provide the city with the names of new representatives, divisions where employed and names of previous representatives within fifteen days of election appointment.

3. Rights of the Employee
  - a. All employees will have the right to have the Association serve as their “Meet and Confer” representative as set forth in Ordinance #88-13, without discrimination based on membership or non-membership in the Association.
  - b. Employees will have the right to be represented by the Association in dealings with the City concerning grievances as defined in this MOU (Article 20).
  - c. Employees will have the right to present their own grievance in person.
  - d. Any employee covered hereunder or his/her representative designated in written form signed by the employee will, on request and by appointment, be permitted to examine his/her personnel file.
  - e. No employee will have any adverse comments entered into his/her personnel file without being

informed by a supervisor. If the employee requests, he/she may receive a copy of the adverse comment.

- f. Employees may, at their discretion, attach a statement of rebuttal to any material contained in their personnel file which may be adverse in nature.
- g. All documentation of discipline will be retained in an employee's personnel file according to state law and/or administrative time lines. Discipline that does not meet the level of suspension or demotion cannot be used as an aggravating factor in future discipline, provided that there are no subsequent disciplinary actions or similar performance corrective actions within one year of receiving an issued discipline.

**Article 3: Wages**

- 1. The pay schedule set forth in Attachment A will be the pay schedule in effect (first pay period to include July 1, 2016, through last pay period, ending approximately June 30, 2018). The salary schedule will be paid to all full time employees if the normal work week is worked or fulfilled as paid leave.
- 2. Fiscal Year 17 (July 1, 2016 – June 30, 2017): Market Adjustment  
All employees will receive a 2% market adjustment effective the first full pay period in July 2016.
- 3. Fiscal Year 17 (July 1, 2016 – June 30, 2017): Step/Merit Increase  
Employees will be eligible for a one-step increase, on the pay period which includes their position anniversary date, to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.

Fiscal Year 18 (July 1, 2017 – June 30, 2018): Step/Merit Increase

Employees will be eligible for a one-step increase, on the pay period which includes their position anniversary date, to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.

- a. Employees who have reached the maximum salary step will not be eligible for additional step increases.
- b. Nothing in this agreement will create eligibility or entitlement to a step increase greater than one step at any point in time.
- c. An employee who is on initial probation or who receives an overall annual performance rating that is not satisfactory (while performance meets requirements occasionally, improvement is required) or below, or is involuntarily demoted may be subject to reassignment during the shift bid year. Such reassignment may occur at the discretion of the Police Chief or his/her designee and will run through the then current shift bid year. An employee re-assigned under this provision will be eligible to participate in the next annual shift bid process provided the employee's performance meets the following requirements:
  - i. The employee, the Police Chief, or the Police Chief's designee requests a mid-year performance appraisal and the Police Chief or designee performs such appraisal; and
  - ii. The overall rating of the mid-year performance appraisal is satisfactory (full performance of all job requirements) or better.

In addition: 0% COLA and 0% Market Adjustment for period July 1, 2017 to June 30, 2018.

4. Premium Payments

- a. Employees assigned as lead Police Training Officers (PTO) will receive their regular rate plus five percent (5%) of their base pay for PTO assignment pay upon successful completion of the certification requirements for PTO. Employees assigned as part-time PTOs will receive their regular rate of pay plus seven and one-half percent (7.5%) for hours worked in the PTO capacity.
- b. Officers assigned as Trainees in the Police Training Officer (PTO) program will not receive shift differential pay until they have been assigned to a solo status.
- c. Communication Pay: Employees who have demonstrated competency in Spanish as determined by the City through its designated testing process and who interpret Spanish in the course of performing their duties will be compensated per pay period equivalent to one of the following three skill levels:
  - i. Level I – Basic Skills: \$ 0.375 per hour
  - ii. Level II – Intermediate Skills: \$1.25 per hour
  - iii. Level III – Advanced Skills: \$1.875 per hour
  - a. All levels of communication pay shall be tested at no less than two (2) calendar years for qualified levels and proficiencies.
  - b. For purposes of implementing the proficiency testing all employees currently receiving communications pay will continue to receive pay until such time that they are tested and re-qualified. Proficiency levels will be tested by June 30, 2014. Employees will be provided a sixty (60) day notice prior to testing.
  - c. A retest procedure will be established.
- c. Employees who have demonstrated competency in American Sign Language (ASL) as determined by the City through its designated testing process and who interpret American Sign Language (ASL) in the course of performing their duties will receive one dollar and twenty five cents (\$1.25) per hour.
- d. Employees assigned to the Special Assignment Unit (SAU) will receive one dollar (\$1.00) per hour.
- e. Employees who are qualified as phlebotomists may be assigned to perform these duties and, while assigned, they will receive \$0.9375 per hour. These employees will be assigned as needed by the Department and based on Departmental policy.

5. Shift Differentials: Employees, including those assigned as PTO, will receive shift differential as follows:

For the time period from July 1, 2016 – June 30, 2017:

- a. Employees assigned to Shift II, or whose normal scheduled duty shift begins on or after 12:00 hours, and prior to 18:00 hours will receive twenty five cents (\$0.25) per hour shift differential in addition to the normal rate of pay.
- b. Employees assigned to Shift III, or whose normal scheduled duty shift begins on or after 18:00 hours and prior to 24:00 hours will receive thirty five cents (\$0.35) per hour shift differential in addition to

the normal rate of pay.  
Beginning on July 1, 2017:

- c. Employees assigned to Shift II, or whose normal scheduled duty shift begins on or after 12:00 hours, and prior to 18:00 hours will receive fifty cents (\$0.50) per hour shift differential in addition to the normal rate of pay.
  - d. Employees assigned to Shift III, or whose normal scheduled duty shift begins on or after 18:00 hours and prior to 24:00 hours will receive sixty five cents (\$0.65) per hour shift differential in addition to the normal rate of pay.
  - e. Employees who are eligible for premium payments and/or shift differentials will be paid according to the pay formula which entitles the employee to the maximum pay for the activity which yields the premium and/or differential. However, neither premiums nor differentials may be duplicated and employees may not be compensated in multiple, cumulative methods for the same premium or differential.
6. Standby Pay: Employees who are required to be available for emergency call back at times that the employee is not otherwise on duty will be compensated for each stand-by hour at two dollars (\$2.00) per hour.
  7. Retiree Health Savings Account: The City will contribute 3% of current salary for all eligible employees to the City designated Retiree Health Savings Account. The City will contribute \$25 per pay period for all eligible employees to the City designated Retiree Health Savings Account.

**Article 4: Holiday Benefits**

1. The City agrees to incorporate the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Holiday	Fourth Thursday in November
Thanksgiving Holiday	Day after Thanksgiving
Christmas Day	December 25

2. Whenever a holiday falls on a Saturday, it will be observed on the proceeding Friday. Whenever a holiday falls on a Sunday, it will be observed on the following Monday.
3. Whenever a holiday falls on an officer's regularly scheduled 4/10 shift and the officer is required to work the holiday, the officer will be paid 8 hours holiday pay at straight time plus his regular rate of pay of all hours worked.
4. Whenever a holiday falls on an officer's regularly scheduled 4/10 shift but the officer is permitted to take the holiday off, the officer will be paid 10 hours pay at straight time.

5. Without regard to the above sections, all hours worked on a shift that begins between 12:01 a.m. and midnight on the actual calendar holidays (not the designated observed holidays) of New Years Day (January 1), July 4<sup>th</sup>, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day (December 25) will be paid at 1.5 times the hourly rate. In the event of a shift trade, the employee originally assigned to work the premium holiday will retain premium pay, not the employee filling the shift trade.
6. In addition to the designated holidays above, the employees will receive one (1) day of floating holiday each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. The floating holiday will be placed in a floating holiday leave bank. The floating holiday can be used in one-hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday; a total of ten (10) hours per year for employees assigned to work ten (10) hour shifts and a total of eight (8) hours per year for employees assigned to work eight (8) hour shifts. Such leave will not be considered as time worked for purposes of the regularly scheduled work week.

#### **Article 5: Uniform Allowance**

#### **The City agrees to provide each police officer with a uniform allowance in accordance with one of two options:**

##### 1. OPTION 1:

- a. The City agrees to provide each police officer twelve hundred dollars (\$1200) per fiscal year to facilitate the purchase and cleaning of required uniforms and equipment..
  - i. One half (\$600) of this allowance will be paid on or about August 1 and one half (\$600) of this allowance will be paid on or about February 1 for reimbursement only of reasonable expenses for cost, maintenance and cleaning of uniforms, clothing and equipment.
  - ii. For new officers assigned after the semi-annual payment, referenced in section "a" above, has been dispersed, the \$600 payment will be prorated but will not be less than \$350.

##### 2. OPTION 2:

- a. The City agrees to provide each police officer one thousand two hundred (\$1,200) per fiscal year to facilitate the purchase and cleaning of required uniforms and equipment in the following manner
  - i. The Association and City agree that, in lieu of receiving a uniform allowance biannually, an employee may elect to receive a line of credit of one thousand two hundred dollars (\$1200) per fiscal year under an established system to provide authorized uniforms/clothing and duty equipment and to provide for uniform cleaning, maintenance and replacement. Prior to removing any item from the Police equipment reimbursable list, the City will notify the Association president or designee.
3. In consideration of the allowance provided above, all uniformed police officers will provide and maintain their own uniforms in accordance with the City specifications and the Department Policy. Police officers not required to wear uniforms will wear clothing in conformity with City requirements

and Department Policy.

4. The City agrees to issue each member of the tactical team (SAU) with required clothing and safety equipment.
5. The City agrees to issue each member of the motorcycle unit (TSS) with required motor boots, breeches and safety equipment.
6. The City agrees to issue police officers assigned to the bicycle patrol with required clothing and safety equipment.
7. The City agrees to provide body armor, safety equipment, duty handgun and gun belt with required cases, pouches and holsters to all employees in accordance with City specifications and Department Policy. Body armor will be purchased via the Western States Contracting Alliance (WSCA) or other mutually agreed upon contract.

**Article 6: Hours of Work**

1. Duty hours for employees should be consecutive and consistent with other provisions of this agreement. However, TDY assignments, limited duty and/or disciplinary action/administration reassignment may necessitate member's to have uncompensated lunches. Any assignment that is administrative in nature requiring an uncompensated lunch will be pre announced in the job posting.
2. Duty hours of employees may consist of eight (8) hour, ten (10) hour, or other options greater than ten (10) hour shifts per week to equal an eighty (80) hour pay period. Should the Department discontinue 4/10s on an employee wide basis, the Association and affected employees will be given thirty (30) calendar days written notice prior to taking such action and after the Department has demonstrated to the Association a bona fide need to eliminate 4/10s on an employee wide basis. New schedules may be mutually agreed upon by the Association and the Department.
3. The City will have the exclusive right to adjust an employee's work schedule to provide that the employee will not complete in excess of 40 hours worked as defined in Article 6: Hours of Work, Section 7 of this Memorandum of Understanding in the applicable seven (7) day work period, even if such adjustment results in the employee not working on a regularly scheduled shift.
4. During scheduled shift rotation there will be a minimum of fifteen (15) hours off between shifts (thirteen hours for employees working a 4/10 schedule). If this is not possible, the employee will receive overtime compensation at his/her regular rate of pay for each full hour worked within the described fifteen (15) hour period (thirteen hour period for employees working a 4/10 schedule).
5. Canine Program

Officers assigned as canine handlers will be authorized four (4) work hours each week to provide routine care and grooming of the canine at the officer's home, or other location as appropriate. Such authorization is not cumulative and unused time will not be carried over to a subsequent week. Depending on service level needs, the time may be assigned to be worked within or in addition to the normal work shift assignment. Officers will not record such hours at times when the canine is kenneled or the assigned officer is otherwise not directly providing the care for the canine. Officers assigned to this program will report use of these hours to the supervisor.

6. Motorcycle Program

Officers assigned to motorcycle enforcement will be authorized two (2) work hours each week to provide general maintenance and cleaning of the motorcycle at the officer's home, or other location as appropriate. Such authorization is not cumulative and unused time will not be carried over to a subsequent week. Depending on service level needs, the time may be assigned to be worked within or in addition to the normal work shift assignment. Officers will not record such hours at times when the assigned officer is on vacation, sick, or other approved leave or otherwise not riding the motorcycle as a normal function of the officer's duties. Officers assigned to this program will report use of these hours to the supervisor.

7. Hours worked will include vacation, compensatory time, sick leave, personal leave, physical fitness leave and union release time-for the purpose of calculating weekly overtime.

8. Change in Shift Assignment

- a. The Police Chief has the discretion to make involuntary changes in shifts, days off or job assignments. These re-assignments will not be for arbitrary reasons.
- b. With the joint approval of the Association and the Department, employees may change shifts and days off prior to the next scheduled posting of shift assignments and rotation.
- c. An employee must be notified of a change in normally scheduled shift forty-eight (48) hours before the change is to take place, except in cases of emergency. If an employee is required to work non-scheduled hours without the above notice, the employee will be compensated two (2) hours at straight time, plus one and one-half (1.5) times the employee's hourly rate for hours worked.
- d. When practical, an employee must be notified at least fourteen (14) days in advance of being sent out of the Valley to any advanced officer training or schooling.
- e. When a Patrol Services Bureau shift assignment becomes available more than ninety (90) days prior to the scheduled shift change, that one shift assignment may be filled based on seniority unless management has reason(s) to place a probationary employee in that shift assignment or has no intent to fill or intends to eliminate that shift assignment. If possible, at least seven (7) days notice of the vacancy shall be provided.

The employee must be eligible for shift bid and subsequent vacancies created by the initial move are not available for bid.

9. Shift preference will be submitted on a calendar year basis unless otherwise agreed by the Association and the Police Chief.

Prior to shift change the Department will post all positions and specialty assignments. All eligible employees will bid for shifts and days off by seniority for their assignments at shift change.

Upon the completion of the shift bidding process, the new assignments indicating the employee's new shifts and days off will be posted no later than two (2) months prior to the effective date of the shift change.

10. Employees will be permitted to trade work days or substitute for one another where the substitution is voluntarily undertaken and agreed to solely by the employees, and with prior approval of the appropriate

Deputy Chief or designee. It will be the sole responsibility of the involved employees to ensure that attendance on the effected day is met. The ability to exchange work days or substitute for another is for the convenience of the employees and in no case will a substitution or the subsequent repayment of the work exchange be considered in the computation of overtime or for the purpose of achieving any premium pay under this contract. In all cases, the repayment of the substitution will be completed within twenty eight (28) days of the work exchange.

11. Seniority will generally be used as the primary factor in determining the assignment of overtime work.
  - a. The Department will reserve the right to consider an employee's work history, skill level, specialization, availability, assigned equipment or tools, and the employee's safety record in the determination of the assignment of overtime.
  - b. Employees eligible for voluntary overtime will have completed post-PTO.
  - c. Operational overtime will be voluntary. However, the City reserves the right to assign overtime as needed to respond to exigent circumstances, when insufficient volunteers are available to ensure adequate staffing is maintained or to conduct mandatory training.
  - d. Employees may volunteer to work overtime by placing their name on a list with other employees in order of seniority. When time permits, overtime will be first offered to those employees on the list in order of seniority. If staffing requirements are not met by utilization of this list, or when time does not permit, employees not working and/or those on scheduled time off will be required to work overtime on the basis of reverse order of seniority.

#### **Article 7: Overtime**

Overtime will be worked and will be allowed if assigned by the Police Chief or his designee. Overtime will be calculated and paid at one and one-half (1.5) times the regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day work period. Paid vacation will be counted as hours worked for credit towards overtime calculation.

In lieu of overtime pay, officers may accrue compensatory time at the rate of time and one-half.

In the event the State of Arizona or the United States imposes upon the City any additional form of leave, paid or unpaid for purposes of family or child assistance, such leave will not be considered as time worked for purposes of the regularly scheduled work week.

#### **Article 8: Compensatory Time**

1. It is the City's normal practice to pay overtime as monetary compensation on the pay date associated with the pay period in which the overtime is worked. If requested by the employee, the Police Chief or designee will grant accrual of compensatory time in lieu of direct pay for regular operational overtime worked and for overtime earned for court appearances. Overtime for special events, emergencies, or for grant funded activities will be directly paid and will not be authorized as accrued compensatory time.
2. Compensatory time may be accrued up to a maximum of one hundred (100) hours. Any overtime hours in excess of one hundred (100) accumulated compensatory time hours will be paid as overtime. Employees may request payment of up to eighty (80) hours of compensatory time at one time and during any pay period within the fiscal year. Total compensatory time pay out will not exceed two hundred (200) hours per fiscal year.

3. Compensatory time off will be granted if the employee makes the request with sufficient time for the Department to make adjustments to the schedule, if adjustments are necessary to minimize the impact on Department operations.
  - a. The Police Chief will maintain the sole discretion to determine staffing levels and to adjust schedules as necessary to respond to the operational needs of the Department.
  - b. The use of compensatory time off will be authorized to the first employee making a request. In the event two or more employees request compensatory time off at the same time, department seniority will prevail.

**Article 9: Off-Duty Assignments**

1. Off duty work is defined for the purpose of this article as work that is law enforcement related, and where the employer is other than the City. All employees will report all off duty hours worked to the Department within one week of the first day they report back to their regular duty.
2. Employees will be allowed to work no more than a total of 30 hours of additional time, beyond their normal work schedule. This time will be determined by the employee and will include voluntary department overtime, extra duty and off duty. This time will not include any involuntary time in which an employee is required to work.
3. Seniority: The Department will maintain a seniority list for all employees willing to perform off-duty assignments. Off-duty assignments for any law enforcement-related job opportunities made available through the Department designated off-duty work coordinator will be distributed by seniority. Department seniority does not apply to off-duty work coordinated or arranged directly by an outside vendor/contractor which is defined as any company whose primary source of income is to provide security and traffic control.
4. Employees desiring to work off-duty assignments will advise the Department at shift change of their interest to do so per current Department Policy. After an initial sign up period of two (2) weeks, new names will be added to the bottom of the list in order of signing up, without regard to seniority.
5. When available, the Department will offer off-duty work opportunities only to employees on the list in order of their appearance on the list. Offers of off-duty work will be made in sequential order through the list, with new opportunities being offered first to the employee following the one who accepted the last offer. When the list is exhausted, offers will return to the top of the list. The intention of this paragraph is to equalize opportunities for off-duty work among all employees on the list.
6. Prior to being placed on the off-duty assignment list, an employee must have completed at least eight (8) months of his/her initial probationary period of twelve (12) months, and upon review by the Police Chief, based on experience and nature of off-duty work, on a case-by-case basis.
7. Under this section, hours worked shall not include vacation, compensatory time, sick leave, personal leave, holiday, physical fitness leave and union release time.

**Article 10: Leave**

1. Vacation Leave

- a. All full-time employees begin accruing vacation with the first day of each “Year of Employment” listed below so that, by the end of each year the employee would have earned the number of hours listed in the “Hours Accrued per Year” column.

Years of Employment	Monthly Hours Accrued	Hours Accrued Per Year
0-2.99	8.334 Hours	100 Hours
3-4.99	9.167 Hours	110 Hours
5-9.99	10.834 Hours	130 Hours
10-14.99	12.50 Hours	150 Hours
15-18.99	14.167 Hours	170 Hours
19+	16.667 Hours	200 Hours

- b. Laterally hired employees, hired on or after July 1, 2008, who are fully qualified will be hired in at the accrual rate that is commensurate with the years of creditable service they bring with them, not to exceed that which is equal to the beginning of the 10<sup>th</sup> year. For the purposes of this section, “fully qualified” is defined as any officer who is currently AZPOST certified or who is eligible to take, and who passes, the AZPOST waiver, thereby having no need to attend the police academy before being assigned as a City of Peoria officer. For the purposes of this section, years of creditable service is defined as the years of full-time service as a peace officer.
- c. Employees will be allowed to accrue vacation leave up to three hundred forty (340) hours annually. All vacation time which would normally accrue after having attained this amount will be forfeited.
- f. When an employee is temporarily recalled to duty while on an authorized vacation out of the city and out of Maricopa County by order of the Police Chief or his designee, he/she will be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.
- g. Following the completion of ten (10) years of full time service as a police officer with the City of Peoria, employees may request payment for vacation hours in excess of 120 hours. A maximum of forty hours will be paid in any fiscal year. Requests for payment shall not reduce the accrued balance below 120 hours. Requested payments shall be made in June and December based on accrued balances at the end of May and November.

2. Sick Leave

- a. A full-time employee will be entitled to paid sick leave. Employees will accrue sick leave at the rate of eight (8) hours each complete calendar month of work.
- b. Employees will accrue unused sick leave from previous years to a total of one thousand one hundred fifty two (1,152) hours. Any accrual above 1,152 at the end of April will be paid at twenty-five percent (25%) during the month of May.
- c. In the event of an employee’s death while employed by the City, all of the employee’s accumulated sick leave hours will be paid to his/her designated beneficiary on file with the City of Peoria Human Resources Department.

### 3. Emergency Clause

- a. It will further be the policy of the City to allow emergency donations of sick leave by employees to another employee to cover catastrophic illness or injury to the employee or an immediate family member (for Sick Leave purposes) as defined in the Personnel Administrative Regulations. Catastrophic is defined as a serious health condition which involves incapacity or treatment in connection with such inpatient or outpatient care, or continuing treatment by a health care provider from said inpatient or outpatient care.
- b. This donation of sick leave will not be used to bolster any employee's sick leave if that employee has any other leave credited to his/her account.
- c. In order to donate sick leave, the donating employee must have at least two hundred (200) hours of accumulated sick leave at the time of the donation.
- d. Donations must be transferred and credited in quarter (.25) hour increments.
- e. The donating employee may donate up forty (40) hours of sick leave to another employee. If an employee elects to donate more than forty (40) hours of sick leave to another employee, the donating employee must also donate a matching amount vacation time for all sick leave donated above the initial forty (40) hours.
- f. All sick leave donations cease after any type of other compensation is received, i.e., retirement disability, short-term disability, worker's compensation through another agency, etc. It is the employee's responsibility to notify the City when other compensation is received.
- g. Donations must be submitted on the City-approved form.
- h. Donations for the immediate family member require physician certification of catastrophic illness or injury.
- h. Sick leave donation approval is at the Police Chief's discretion.

### 4. Personal Leave

Employees will receive two (2) days of personal leave each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. When used, this personal leave will be deducted in quarter-hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday; a total of twenty (20) hours per year for employees assigned to work ten (10) hour shifts and a total of sixteen (16) hours per year for employees assigned to work eight (8) hour shifts.

### 5. Industrial Leave

- a. Industrial leave is defined as leave necessitated by an injury or condition sustained through employment with the City, one which requires leave for treatment and/or recuperation as determined by a licensed physician.
- b. Industrial leave is not accrued, but is available through the State Industrial Commission in conjunction with State law and City policy.

- c. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged the employee.
- d. If injury/illness was incurred prior to July 1, 2009 and compensation is due on the claim, the employee will receive compensation directly from the insurance carrier. The employee must immediately endorse the check and provide the signed check to the Human Resources Department. Compensation will be provided through the regular payroll process.
- e. While on industrial leave, the employee will remain in full pay status accumulating all benefits due him/her.

**Article 11: Health and Dental Insurance**

- 1. The City will continue to offer health insurance under City approved plan(s) for employees and their qualified dependents.
- 2. The City will continue to offer a City approved dental plan for employees and their qualified dependents.
- 3. The City will provide a designated medical and dental employee only premium paid at 100%.

The City agrees to pay a percentage of the cost for dependent health and dental premiums as established annually by City Council or their designee.

- 4. The City agrees to involve a PPOA designee to participate in the Insurance Advisory Committee.
- 5. In an effort to promote healthy lifestyles, free Rio Vista Memberships are available to employees, members of their household, or dependents as identified as enrollees in the City's health plan for the term of this contract, July 2010 through June 30, 2013. Free Rio Vista Memberships will not continue beyond the term limit of this MOU unless the parties mutually agree to do so in a successor agreement.
  - Memberships may not be waived in exchange for any other compensation.
  - Memberships are not transferrable to non-eligible persons.
  - The City will not substitute paid memberships at other fitness centers, gyms or recreation centers in lieu of membership at Rio Vista.
  - The value of memberships is taxable to both the City and the Employee and taxes will be deducted from the employee's paycheck at six month intervals.

**Article 12: Life Insurance and Death Benefit**

- 1. The City will provide life and dismemberment insurance in the amount of two thousand (\$2,000) for each one thousand dollars (\$1,000) of an employee's current annual salary, rounded up to the nearest thousand dollars of the employee's pay range step.
- 2. In the event that an employee is killed in the line of duty, or dies from injuries sustained in the line of duty, the City will pay or reimburse up to fifteen thousand dollars (\$15,000) toward funeral related expenses to the designated agent or service provider.

3. ARS 38-1103 provides a death benefit should a member be killed in the line of duty or die from injuries sustained in the line of duty. In the event ASRS 38-1103 is repealed, this provision would be implemented:
  - a. In the event a member is killed in the line of duty, or dies from injuries sustained in the line of duty, the City shall maintain/offer health insurance for the surviving spouse and eligible dependents for a period of time not to exceed five (5) years from the date of the employee's death. The surviving spouse and/or eligible dependents are responsible for paying the employee's premium for the selected plan in accordance with the city's established cost share formula. Should the surviving spouse remarry, the new spouse would not be eligible for coverage.

### **Article 13: Limited Duty Assignments**

1. The City may provide limited duty assignments for Police Officers who are unable to perform their normal duty assignments due to temporary injuries, physical or mental, that have occurred on or off-duty.
2. This limited duty assignment will not exceed a period of sixty (60) days, unless to do so would be in the best interests of the City. Any extension of the sixty (60) days will be with the recommendation of the Police Chief and will apply only to off-duty injuries.
3. With regard to on-duty injuries, the employee will be left on limited duty status until released by a physician certifying the officer is fit for full duty or until such time that the officer or the City seeks retirement under the medical clause.
4. Examples of limited duty assignments may consist of the officer conducting community relations programs, working as a callback officer taking reports by telephone, or assisting the Communications Division in extreme emergency situations, etc. However, should the officer not be able to perform these tasks, the Police Chief or his designee may provide an assignment within the scope of the officer's ability(s).

### **Article 14: Court Appearances and Callbacks/Callouts**

1. Callbacks/Callouts
  - a. When an employee has completed his regularly scheduled shift and is called back to perform work of any nature within two (2) hours after his regular shift, he will receive a guaranteed minimum of two (2) hours pay at the appropriate overtime rate.
  - b. When an employee is called to work prior to his regularly scheduled starting time, and continues to work into the regular shift, he/she will be paid for the time worked at the appropriate overtime rate up to the start of his regular shift. If an employee is called in at any other time, he/she will be guaranteed a minimum of two (2) hours pay at the appropriate overtime rate.
  - c. An employee called back because of his/her own negligence, whether in the proper care and use of City equipment, or for his/her failure to complete official reports prior to securing for the day, will be paid for such callback at a rate of one and one half (1.5) times the officer's hourly rate of pay. However, the officer will not be eligible for the two (2) hour minimum pursuant to this section.
  - d. For the purpose of calculating total work hours, only the time actually worked will be used.

## 2. Court Appearances (General)

- a. When an employee is on Court duty outside their regularly scheduled shift, he/she will receive court duty compensation at the appropriate overtime rate and will be guaranteed a minimum of two (2) hours overtime pay for in-city court time and three (3) hours overtime pay for out-of-city court time. Should an employee have overlapping timeframes for court appearances, whether in-city or out-of-city, the employee will not be paid twice for the same time-frame. This will apply to all subpoenaed court appearances and hearings (i.e.: MVD, deposition). When recalled from leave, the employee will have the leave hours restored that are lost due to said appearance.
- b. Any court time within two (2) hours of an employee's duty start time, or immediately following the duty end time, will be paid at the appropriate overtime rate for the actual time worked. Periods of more than two (2) hours prior to their start time, or those that do not immediately follow their end time, will be paid in accordance with Section 1 above.
- c. Any court time which falls within regularly scheduled work time will not be compensated as premium pay, illustrated above.
- d. For the purpose of calculating total work hours, only the time actually worked will be used.

## 3. Off-Duty Arrests

- a. Any employee who makes an off-duty felony arrest will receive a minimum of two (2) hours pay at the overtime rate, or the actual amount of hours required, whichever is the greater. The term "off-duty felony arrest" will not include an arrest made while privately employed in a law enforcement capacity.

## 4. On-Call Court Time

- a. On-call court time will not be stand-by time, and the City agrees to guarantee a minimum payment, at straight time rate, for the equivalent of two (2) hours for each court session of on-call court time. Employees will not be required to remain at home, but will leave word as to where they may be reached. If actually called to court, the employee will be entitled to the two (2) hour minimum at the overtime rate for court appearances in addition to the on-call court time payment if the on-call time exceeds two (2) hours. For the purpose of calculating total work hours, only the time actually worked will be used.

## 5. Advance Notice of Court Appearance

- a. An officer who is required to make court-related overtime appearances on his off-duty time without forty-eight (48) hours of advance notice will be compensated at the overtime rate for a minimum of two (2) hours.

## **Article 15: Retirement Benefits**

1. Employees who have accumulated a minimum of two hundred (200) hours of sick leave at the time of retirement (defined as an employee who retires and is eligible to receive PSRS retirement benefits, including disability retirement) will be eligible to convert all accumulated sick leave to regular, straight-time pay on a two-for-one basis; i.e., two (2) sick hours for one hour's pay. Such payment will be made to the Retiree Health Savings Account as provided under the provisions of the agreement and City regulations.

## 2. DROP Program:

a) DROP 1: Deferred retirement option plan for employees with 20 years of credited service prior to January 1, 2012; purpose;

i. A city deferred retirement option is established for those employees who become members of the system before January 1, 2012. The purpose of the city's deferred retirement option plan is to provide members access to an enhanced retirement benefit in addition to their normal retirement benefit on actual retirement.

ii. The city shall offer the city's deferred retirement option plan to eligible members on a voluntary, irrevocable basis – at time of election and acceptance by the local retirement board into the Public Safety Retirement's deferred option plan.

iii. Eligibility and Participation:

1 Any member who is eligible for a normal pension pursuant to Public Safety Personnel Retirement requirements, who becomes a member of the system prior to January 1, 2012 and who has at least 20 years of credited service is eligible to participate in the city's deferred retirement option plan (DROP 1). In addition, any member who is eligible for a normal pension pursuant to Public Safety Personnel Retirement requirements is eligible to participate in the city's deferred retirement option plan (DROP 1) retroactive to the member's twentieth year of credited service or on the day before the member began military service, whichever is later, if the member makes the election on or before resuming employment with the city.

2 Members who elect to participate in the city's deferred retirement option plans (DROP 1) are required to enroll in a deferred compensation plan as established by the city. Once the city stops deduction of the employee and employer contribution to Public Safety Personnel Retirement for participants in DROP 1, the city will defer an amount of 7.65% into the identified deferred compensation plan on their behalf. Additionally, the city will discontinue the employer contribution into Public Safety Retirement and will defer an amount of 7.65% into the same selected deferred compensation plan.

b) DROP 2: Any member who has less than twenty (20) years of credited service on January 1, 2012 and who elects to participate in the Public Safety Personnel Retirement's deferred retirement option plan on or after January 1, 2012 is eligible to participate in the city's deferred retirement option plan. (DROP 2).

i. The purpose of the city's deferred retirement option plan is to provide members access to an enhanced retirement benefit in addition to their normal retirement benefit on actual retirement.

ii. The city shall offer the city's deferred retirement option plan to eligible members on a voluntary, irrevocable basis at time of election and acceptance by the local retirement board into the Public Safety Retirement's deferred option plan.

iii. Eligibility and Participation:

- 1 Members who elect to participate in the city’s deferred retirement option plan (DROP 2) are required to enroll in a deferred compensation plan as established by the city. Once the employee elects the city’s deferred retirement option plan, the city will defer an amount of 7.65% into the identified deferred compensation plan on their behalf. Additionally the city will discontinue employer contribution into the Public Safety Personnel Retirement and will defer an amount of 7.65% into the same selected deferred compensation plan.
- c) Members who waive participation in the city’s deferred retirement option plans (DROP 1 or DROP 2) will receive the diverted employee contribution as income on an after tax basis. They will not, however be eligible to receive the city’s contribution.
  - d) The combined employee and employer contributions to the city’s designated deferred retirement plan may not exceed the statutory limits of the plan. Any amount of contribution that exceeds the statutory limits of the plan will be automatically paid to the employee on an after tax basis.
  - e) Contributions made to the city’s designated deferred retirement plan as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until distribution of the funds occurs. Upon distribution, the funds become taxable to the employee.
  - f) Contributions to the city’s DROP 1 or DROP 2 programs will cease once an employee retires from the city and/or reaches the maximum duration of participation in the Public Safety Retirement’s deferred retirement option plan.
3. The City will provide a “Retired Police Officer Commission Card” and a “Retired Police Officer” badge to each officer who retires as defined in 1 above. Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit.
4. Upon request, the City will provide the last worn breast badge in a shadow box to the retiring employee, with the cost to be split between the City and the Association. Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit.
5. Upon retirement (as defined in 1. above) employees may elect to retain their duty weapon and one (1) magazine: Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit. Upon approval to retain the weapon, the employee may purchase it according to the following cost schedule:

<u>Years of Service</u> <u>With the City of Peoria</u>	<u>Cost to Employee</u>
20 or more years	\$1.00
15-20 years	25% of Fair Market Value of the Weapon
10-15 years	50% of Fair Market Value of the Weapon
Less than 10 years	At the discretion of the Chief; if approved, 100% of Fair Market Value of the Weapon

Fair Market Value will be determined by the City at the time of the employee's retirement.

**Article 16: Administrative Investigation/Disciplinary Policy**

1. Any material used as the basis for a disciplinary action (demotion, suspension, or termination) for officer violation of City or Department work rules or regulations must be included in the Personnel File, and must be made available to that officer. Any other information that the City may have relating to the specific disciplinary action taken may not be used as a part of the disciplinary action against said officer if said information is not contained in the Personnel File.
2. An Officer who is required to prepare a memo in an administrative investigation may use not more than two (2) hours of duty time to prepare a written response to the Notice of Investigation and/or the allegations charged against the Officer. This policy will not apply to Investigations into criminal activity or charges.
3. The Department definition of "just cause" as defined in this Agreement applies to Administrative Investigations:
  - a. Clear, understandable rules communicated to employees.
  - b. Conduct thorough, objective investigation and render a decision based on the facts.
  - c. Decision makers consider mitigating and aggravating circumstances.
  - d. The discipline/corrective action is appropriate to the circumstances.
4. Attached as Attachment B is the Public Safety Officers Bill of Rights.

**Article 17: Polygraph Examination Policy**

1. The Association and the City both recognize the need for Police Officers to maintain a higher on-duty and off-duty standard of performance and conduct to assure a continued and uninterrupted preservation of peace, well being and safety of the citizens and employees of the City and to maintain public confidence in the integrity of its law enforcement personnel. The Association and City agree that the use of polygraph examinations in the administrative investigative process of investigating alleged misconduct may be a legitimate investigative tool.
2. The Police Chief may order a polygraph of an Officer if a serious allegation is made against the Officer. The Officer may decline, unless the witness and complainant(s) have taken the polygraph first and passed. Serious allegations include a criminal act, abuse of authority, harassment with malicious intent, and reflection of an Officer's integrity. In the absence of the Police Chief, or during periods of an acting Police Chief, the use of a polygraph examination may only be authorized by the City Manager or Deputy City Manager appointed by Council.
3. The Association and the City agree that the result of a polygraph examination will not stand as the sole and only evidence against, or for, an Officer in a disciplinary proceeding involving the dismissal, demotion, or suspension of an Officer, but will be used as a tool to supplement all other evidence and information obtained during the course of an Administrative Investigation into the Officer's conduct. The polygraph questions will be narrowly focused on the issue(s) under investigation. The Officer and his representative, or attorney, may review the questions prior to administration of the polygraph.

Officers may submit to a second polygraph examination from a polygraph examiner within seven (7) days at no expense to the Officer if the initial results are inconclusive. The Officer has the option of obtaining the second polygraph examination from a licensed private sector polygraph examiner at his own expense from a list approved by the Association and the City. In the event that the City introduces evidence of the results of a polygraph examination of an Officer into a disciplinary proceeding, the Officer will be entitled to introduce the results of the second polygraph examination obtained under this Article.

4. If this examination policy is abused, the language in this Article will revert to the 1994 Article. Abused is defined as outside of the guidelines set forth in the Agreement where PPOA prevails through the grievance process as specified in this Agreement.
5. Nothing contained in this agreement will be construed as creating any privilege or prohibition against the admissibility of initial and second polygraph results in administrative proceedings reviewing the dismissal, demotion, or suspension of an Officer. Should an Administrative Investigation be concluded with a recommended finding of "Not Sustained," an Officer under Administrative Investigation for a serious allegation as defined in this Article, will have the right to request, and have, a polygraph examination administered at the expense of the City.

#### **Article 18: Seniority**

1. Seniority is defined as the length of full-time continuous employment as a peace officer with the City beginning on the date the employee becomes AzPOST certified, or the date of hire for those officers already certified by AzPOST.
  - a. Effective July 1, 2006, all current employees having the same seniority date will have their seniority ranking permanently established by a lottery selection. The names of all employees having the same seniority date will be selected at random, one (1) name at a time, until all names are drawn. The order of selection will determine the order of seniority with the employee whose name is drawn first having the greater seniority.
  - b. During the Department's post-academy, any newly hired employees having the same seniority date will have their seniority ranking permanently established by lottery as described in Section 1.a.
  - c. The lottery will be conducted by a designated member of the Department in the presence of an Association Executive Board member and the Police Chief or designee.
  - d. A seniority list will be maintained and furnished by the City to the Association for posting on the Association's bulletin board thirty (30) days prior to the beginning of the shift bid process. The list will provide the names, job titles and seniority ranking as established by this Article of all employees in the Department.
  - e. If a member leaves employment with the City of Peoria and is then rehired by the City of Peoria as a Police Officer, they will retain their initial seniority (as defined by MOU) as long as they are rehired within one year and one day of their initial end of employment.
2. Seniority will be given due consideration in the selection of shifts and days off, provided the employee is otherwise qualified. Regardless of seniority, the Department reserves the right to place those employees whose performance standards need improvement to specific shifts and/or days off.
3. Seniority will be given due consideration in the selection of vacation and holidays after the shift bidding

is completed and during the Department's designated two-week submission period. The vacation sign-up will be completed prior to the shift change.

#### **Article 19: Random Drug Screen**

The Peoria Police Department and Peoria Police Officers Association agree that Article 19 Random Drug Screening is added to this Memorandum of Understanding as Attachment C.

#### **Article 20: Grievance Procedure**

1. The City and Association agree to use one grievance procedure for issues contained in this MOU and grievances outside the terms of this agreement. The City and the Association agree that one grievance procedure will be used for either a bona fide complaint of the MOU or PAR violation(s) and the employee may combine either violation into one (1) grievance.

#### 2. Informal Resolution

- a. It is the responsibility of employees who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their Supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure. Employees may use not more than two (2) hours of duty time to prepare the formal grievance. Failure to complete and file a grievance within the specified time frame will automatically terminate the complaint. The employee is required to pursue the informal resolution process within 14 calendar days of the event or time of discovery.
- b. Prior to the employee's submitting a formal grievance, the PPOA Grievance Committee will review the grievance in order to determine whether the issue is grievable. The PPOA President or designee will meet with the department director/Chief to see if the issue can be resolved. The purpose of this step is to reduce the number of grievances being filed.

#### 3. Definition of Grievance

- a. A "grievance" is a written allegation by an employee, submitted on the approved grievance form, in a timely manner in accordance with this provision, alleging specific violations of the terms of this Memorandum or City PARs which are alleged to be violated and the specific remedy requested. Failure to identify the specific provisions of the Memorandum and the specific remedy will automatically terminate the grievance.
- b. A "Unit" grievance is a written allegation by the Association, submitted as herein specified, charging violation(s) of the specific express terms of the Memorandum that involve the entire unit and not merely the complaints of one or more employees and not of an operational nature and not merely a specific application of this Memorandum to one or more employees.

#### 4. Formal Grievance Procedure

### Step 1

The employee will reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the City and submit it to his immediate supervisor as designated by the City within fourteen (14) calendar days of the event- Informal resolution meeting. This time frame may be extended if both parties agree and are working toward resolution. Either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The Chief will have 14 days to respond in writing or to forward to the next step.

### Step 2

If the response to the first level of review does not result in resolution of the grievance, the grievant or his/her representative may submit the grievance to a Labor/Management Committee for review and recommendation within fourteen (14) calendar days of the receipt of the step one response. The Committee will consist of up to two (2) representatives of the Association who were on the negotiating committee and up to two (2) representatives of the City Manager who were on the negotiating committee. Within fourteen (14) calendar days of having received the appeal, the Labor/Management Committee will meet to review the grievance, unless the date is mutually extended. Within fourteen (14) calendar days from the date of the committee meeting, the Labor/Management representatives will submit a recommended disposition of the matter to the City Manager.

### Step 3

If the response of the-second level of review does not result in resolution of the grievance, the grievant and the Association may jointly invoke the Step 3 procedure to request arbitration, by filing an appeal within fourteen (14) calendar days (excluding city holidays) of receipt of the recommendation. Nothing precludes the City and the Association from mutually agreeing to combine more than one grievance into the same arbitration if they determine that multiple requests for arbitration fall under the same issue. Department management and the grievant, or their designated representative, will agree on an arbitrator. If they are unable to agree on an arbitrator within fourteen (14) calendar days (excluding City holidays), either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties will, within fourteen (14) calendar days (excluding City holidays) of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person will then become the arbitrator. The arbitrator so selected will hold a hearing as expeditiously as possible at a time and place convenient to the parties, and will be bound by the following:

- a. The arbitrator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them.
- b. The arbitrator will expressly confine themselves to the precise issues submitted to them and will have no authority to consider any other issue not so submitted to them.
- c. The arbitrator will be bound by applicable State and City law.
- d. The arbitrator will, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.

- e. The costs of the arbitrator and any other mutually incurred costs will be borne equally by the parties.

#### Step 4

If the arbitrator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager or designee within fourteen (14) calendar days of receipt of the arbitrator's recommendation.

The City Manager or designee may accept, modify, or reject the arbitrator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within twenty-one (21) calendar days of receipt of the appeal. The City Manager's or designee's decision is the final step in the Agreement appeal process.

Failure of Departmental representatives to comply with time limits specified in Step 1 and Step 2 will entitle the grievant to appeal to the next level of review, and failure of the grievant to comply with said time limits in this procedure will constitute abandonment of the grievance. The parties may extend time limits by mutual written agreement in advance.

#### **Article 21: Labor/Management Committee**

1. The Association and the City recognize the value and mutual benefit of maintaining an open and positive relationship and to provide for an orderly and positive means of resolving misunderstandings or difference which may arise. The parties further recognize the value of working cooperatively and in partnership to improve communication; to identify problems; to respond to rumors; to develop and recommend solutions to problems; and to jointly resolve matters of mutual concern.
2. The parties agree to participate in labor-management committees designed to facilitate improved relations by providing a forum for the free and open discussion of ideas and concerns and to attempt to resolve problems brought forward by either party.
  - a. Representatives serving on the committees will not lose pay or benefit for attending the meeting during their duty time.
  - b. The parties agree that subjects and issues submitted to and accepted for review by the committees, will not substitute for the resolution of disputes or issues under established grievance procedures or administrative investigations nor will be committees make decisions on matters that require changes to the existing Agreement
3. The *Labor-Management Executive Committee* will consist of five (5) representatives selected by the PPOA and five (5) representatives selected by the Police Chief.
  - a. The purpose of this committee is to act as the coordinator for Department labor-management efforts. The Committee will review and make decisions on recommendations and unresolved matters brought forward from the Department's Labor-Management Operations and Communications Committee.
  - b. The Police Chief and the PPOA President will serve as Co-Chairs.
  - c. The Committee Co-Chairs will jointly develop an agenda, which will be provided to all Committee members in advance of the meeting.

- d. The Committee will meet quarterly or at other mutually scheduled times.
4. The *Operations and Communications Committee* will consist of six (6) members representing management and six (6) members representing the PPOA. The parties agree that the operations committee is benefited by a broad base of participants. To that end, the PPOA President, and the Police Chief, or their designees, will appoint members so that the Labor-Management Executive Committee is not duplicated.
    - a. The Operations and Communications Committee is established as a sub-committee of the Labor-Management Executive Committee.
    - b. In addition to Committee members, the Executive Committee, the Police Chief and the PPOA President may refer items directly to the Operations and Communications Committee for problem solving.
    - c. The Committee will act as a forum for a free exchange of ideas, concerns, and viewpoints. The purpose of the Committee is to improve working relations by sharing information, responding to rumors, identifying problems and developing recommended solutions.
    - d. The Committee will not make policy nor act as the final authority on matters brought to it for consideration. The Committee will forward recommendations to the Labor-Management Executive Committee or the Police Chief for review and approval as appropriate.
    - e. The designated Deputy Police Chief and the PPOA Executive Committee member will act as Committee Co-Chairs and will jointly establish the monthly agenda which will be shared with all Committee members prior to the meetings.
    - f. The Operations and Communication Committee will meet monthly or at other mutually agreed upon times.
  5. Representatives of the Association who are serving on the Committee will not lose pay or benefits for attending the meeting during their duty time.
  6. Parties mutually agree that subjects and issues submitted to and accepted for review by the Committee will not substitute for the resolution of disputes or issues under established Grievance Procedures or Administrative Investigations nor will the Committee make decisions on matters that require changes to the existing Agreement.
  7. The Committee will coordinate Department labor/management efforts.

**Article 22: Prohibition of Strikes and Lockouts**

1. The Association and the employees covered by this Memorandum recognize and agree that rendering of Police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City.
2. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents will for any reason authorize, institute, aid or promote any lockout of employees covered by this Memorandum.

3. Should any employee during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 3 of this Article, the City Manager or his designee will immediately notify the Association that a prohibited action is in progress.
4. The Association will forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and will notify in writing all Association members and representatives of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification will be delivered to the office of the City Manager. In addition, the Association will order all employees violating this Article to immediately return to work and cease the strike or prohibited activity. Such order will be delivered both orally and in writing to all employees violating this Article with copies of the written order to be delivered to the office of the City Manager.
5. Penalties or sanctions the City may assess against employees who violate this Article will include, but not be limited to:
  - a. Discipline up to and including discharge.
  - b. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.
6. Should the Association during the terms of this Memorandum and until such time that it is expressly and legally rescinded, breach its own obligations under this Article, it is agreed that all penalties set forth in Ordinance #88-13, as amended, will be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
7. Nothing contained herein will preclude the City or the Association from obtaining judicial restraint or from seeking damage from each other in the event of a violation of this Article.
8. There will be no lockout by the City unless required to protect and preserve the public peace, health, or safety of the City and its residents or required by the City to enforce any violation of this Ordinance, or Memorandum of Understanding, or any applicable laws.

#### **Article 23: Fiscal Crisis**

1. The parties to this MOU acknowledge that in the event of a fiscal crisis the City may request the employee organization to modify this MOU for the purpose of including alternatives to temporary reductions in force or the permanent elimination of positions in City employment.
2. The term “fiscal crisis” will mean an event followed by a declaration of emergency by the City and may include loss of state revenues, reduction in City sales tax revenues or an emergency increase in expenditures not included in the regular City budget.
3. The City will provide the Association with a request to reopen the MOU specifying the specific actions requested. The Association will have ten (10) days to accept or reject the request. If the employee organization accepts and request, the process will be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions legally permitted under state law, the City charter, code, and/or ordinances.

#### **Article 24: Saving Clause**

1. If any article or section of this MOU should be held invalid by operation of laws or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the MOU will not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them will meet and confer to endeavor to agree on a substitute provision, or that such a substitute provision is not indicated.
2. It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain of the wage and premium pay provisions of this MOU and this MOU will be administered in compliance with the F.L.S.A. for so long as the Act is applicable.
3. It is understood by the parties that the benefits provided by this MOU in Articles pertaining to Association Rights, Grievance Procedure and activities constituting Labor-Management joint endeavors, conducted under this MOU will not be interpreted as requiring the employer to count as hours worked, and any hours or fractions thereof spent outside the employee's work shift in pursuit of such benefits. The employer will count as hours worked time spent within the employee's regular work shift in pursuit of such benefits.

**Article 25: Term and Effect**

1. This MOU will remain in full force and effect commencing on July 1, 2016 and terminating on June 30, 2018.
2. The City will not be required to meet and confer concerning any other matters, covered or not covered herein, during the term of this MOU.
3. The City or PPOA has the right to go to the City Council to request an extension of the MOU if negotiations are not completed by June 30, 2018.
4. This MOU constitutes the total and entire agreements between the parties and no verbal statement will supersede any of its provisions.

**Article 26: Copies of Memorandum**

1. Within sixty (60) days of the date that this MOU is adopted by the City Council, the City will arrange for printing of jointly approved copies of it for furnishing one to every employee, supervisor and to management personnel. Prior to the final printing, a proof will be reviewed by the City. The cost of such duplication and distribution will be borne equally by the Association and the City.

IN WITNESS WHEREOF, the parties have set their hand this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

CITY OF PEORIA

PEORIA POLICE OFFICERS' ASSOCIATION

By:

By:

\_\_\_\_\_  
Carl Swenson, City Manager

\_\_\_\_\_  
Mark Newman, Police Officer  
PPOA President

\_\_\_\_\_

\_\_\_\_\_  
Norman Bacon, Police Officer  
PPOA Vice President

Approved as to Form:

\_\_\_\_\_  
Steve Kemp, City Attorney

\_\_\_\_\_  
David Adams, Police Office  
Representative, PPOA

ATTEST:

\_\_\_\_\_  
David Lebo, Police Officer  
Representative, PPOA

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

ATTACHMENT "A"

First Full Pay Period in July 2016\*

<b>Peoria Officer</b>	<b>Step</b>	<b>Hourly Rate</b>
<u>Assigned as Police Officer</u>	<u>1</u>	<u>\$25.61</u>
<u>After 1<sup>st</sup> Year</u>	<u>2</u>	<u>\$26.89</u>
<u>After 2<sup>nd</sup> Year</u>	<u>3</u>	<u>\$28.24</u>
<u>After 3<sup>rd</sup> Year</u>	<u>4</u>	<u>\$29.65</u>
<u>After 4<sup>th</sup> Year</u>	<u>5</u>	<u>\$31.13</u>
<u>After 5<sup>th</sup> Year</u>	<u>6</u>	<u>\$32.69</u>
<u>After 6<sup>th</sup> Year</u>	<u>7</u>	<u>\$34.32</u>
<u>After 7<sup>th</sup> Year</u>	<u>8</u>	<u>\$36.03</u>

\*This Attachment represents the normal progression of a newly hired Police Officer through the pay range, notwithstanding the economic downturn between 2009 and 2012 and/or other circumstances affecting the usual application of step increases.

ATTACHMENT "B"  
PUBLIC SAFETY OFFICERS  
BILL OF RIGHTS

Section 1

Any interrogation or interview will be conducted during reasonable hours, which is on-duty and normal waking hours for the Public Safety Officer based on his/her assigned shift. If the investigator determines that the seriousness of the issues on which the investigation is based, the need for rapid investigation due to the nature of the issues, or the need to obtain facts or evidence related to the investigation require, the public safety officer may be interviewed at any reasonable time. Compensation for off-duty time will be in accordance with the provisions of the Memorandum of Understanding between the Employee representative and the City or if the Memorandum of Understanding is silent, then in accordance with normal City procedures.

Section 2

The Public Safety Officer under an administrative investigation will be informed, before such interrogation or interview, of the rank, name and command of the officer in charge of the investigation, the interrogating or interviewing officers and all other persons to be present during the interrogation or interview. All questions directed to the Public Safety Officer under interrogation or interview will be asked by and through no more than two interrogators or interviewers at one time. The Public Safety Officer may waive the restriction on the number of interrogators or interviewers. Additionally, the President of the Peoria Police Officers Association (PPOA) and the Police Chief may agree that this section will not be applied.

Section 3

The Public Safety Officer under an administrative investigation will be informed of the specific nature of the investigation and all known allegations of misconduct that are the reason for the investigation no later than the start of the initial interrogation or interview.

Section 4

The interrogating or interviewing session will be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The Public Safety Officer being interrogated or interviewed will not be unreasonable denied access to the restroom and the ability to attend to his/her physical necessities.

Section 5

The investigation will be conducted in a format consistent with standard police investigative practices, in accordance with Federal and Arizona reported court decisions pertaining to acceptable practices for the interrogation of suspects in an investigation. An officer refusing to respond to questions or submit to interrogations or interviews related to the issues that are the subject of the investigation will be informed that failure to answer questions may result in disciplinary action.

The Department will take the position that the home address of the Public Safety Officer is a public record and not subject to disclosure. The Public Safety Officer acknowledges that the City complex and the Police Department are a public forum to which the news media and public have a right to access. However, the

Department will restrict access to the extent constitutionally permissible in order to prevent interference with the Public Safety Officer's ability to perform his/her duties. The parties acknowledge that the Department is not responsible for information obtained by the news media from sources outside the Department's control.

The Department also acknowledges the Public Safety Officer's First Amendment Right to comment on public issues and that the exercise of protected First Amendment Rights is not cause for discipline.

#### Section 6

All interrogations or interviews on an administrative investigation will be relevant to the activities, circumstances, events, conduct or acts that pertain to the issues that are the subject of the administrative investigation. The scope of the investigation may be expanded or a new investigation commenced, provided that it is reasonable and authorized by the Police Chief based on information that is developed during the course of the interrogation or interview.

#### Section 7

The complete interrogation or interview of a Public Safety Officer may be recorded. If any recording is made of the interrogation or interview, the Public Safety Officer will have access to the recording(s) within a reasonable time after the completion of the investigation. In accordance with Article 16, Administrative Investigation/Disciplinary Policy of the Memorandum of Understanding, the Public Safety Officer will be entitled to a copy of those portions of the administrative investigation specifically used as the basis for disciplinary action. This paragraph will not be construed or interpreted to grant the Public Safety Officer a right to access these portions of an administrative investigation which Arizona law provides are public records not subject to disclosure. No notes or reports that are public records not subject to disclosure will be entered into the personnel file, unless they specifically relate to a personnel function, such as equal employment opportunity where the City is required by law to maintain the confidentiality. After the commencement of the investigation, the Public Safety Officer will have the right to bring his/her own recording device and record all aspects of the interrogation or interview.

#### Section 8

The Public Safety Officer is entitled to his/her constitutional rights under the United States Constitution and Arizona Constitution and as established by reported decisions of the United States Supreme Court and the Arizona Courts including, but not limited to, those granted in Garrity v. Jersey. When separate and concurrent administrative and criminal investigations are being conducted, information gathered in the administrative investigation will not be used in the criminal investigation. Any admissions made in an administrative investigation interview or interrogation will not be used in a criminal prosecution. However, this does not foreclose the fact that each investigation may obtain the same information independently.

#### Section 9

Upon commencement of the initial interview in an administrative investigation, the Public Safety Officer will have the right to be represented by a representative of his/her choice who may be present at all times during discussions and reviews on the matter. The department and the employee organization acknowledge the need to avoid having persons involved as representatives who are involved as witnesses or parties to the investigation and will use their best efforts to prevent this. The representative will not be a person who is a party to the issues involved in the investigation in question. The representative will not be required to disclose, nor be subject to any disciplinary action for refusing to disclose, any information received from the officer under (investigation) pertaining to the administrative investigation on non-criminal matters. Should the representative become aware that they may be subject to becoming a witness or a party to the

administrative investigation, they should disclose this knowledge to the department and the Public Safety Officer and refrain from any further participation as a representative.

This section will not be construed to reduce or minimize any rights granted to the Public Safety Officer under the MOU between the employee representative and the City.

#### Section 10

The department will conduct interrogations, interviews and investigation(s) in a prompt fashion with no unreasonable delays. The department will make an attempt to complete an investigation within sixty (60) days, taking into account the personnel needs and resources of the department and the complexity, difficulty and extent of the investigation.

#### Section 11

After completion of the investigation, the Public Safety Officer will be advised of the results of the investigation. The department will make an attempt to complete any personnel actions provided for by the City's administrative regulations within thirty (30) days after completion of the investigation, taking into account the personnel needs and resources of the department and other City departments involved and the complexity, difficulty and extent of the investigation.

#### Section 12

When the investigation results in the presentation of a notice of intent to take disciplinary action or the issuance of a formal reprimand, the Public Safety Officer will be furnished with a complete copy of the materials used as the basis for the disciplinary action including recordings at no cost. The Public Safety Officer will also be furnished with the names of all witnesses and complainants who provided information for the investigation, unless to provide the information would violate the Arizona Victim Rights Laws. All information used to make a determination on disciplinary action for a due process hearing will be provided to the employee fourteen (14) calendar days in advance of the hearing, if possible.

This paragraph will not be construed or interpreted to grant the Public Safety Officer a right to access those portions of an administrative investigation which Arizona Law provides are public records not subject to disclosure.

#### Section 13

No Public Safety Officer will have any comment adverse to his/her interest entered in his/her personnel file, the departmental file or the IPR file without the Public Safety Officer having first read and signed the instrument containing the adverse comment indicating he/she is aware of such comment, except that such entry may be made if after reading such comment the Public Safety Officer refuses to sign, that fact will be noted on that document and signed or initialed by such officer.

#### Section 14

A Public Safety Officer will be entitled to a complete copy of any adverse comment entered in his/her official City personnel file, departmental or IPR file.

#### Section 15

Upon receipt of a complete copy of the material used as the basis of the adverse comment, a Public Safety Officer will have fifteen (15) calendar days within which to file a written response to any adverse comment

entered in his/her personnel file or any other file used for any other personnel purposes by his/her employer. Such written response will be attached to the adverse comment.

#### Section 16

Public Safety Officers will not be required to submit to a polygraph examination. Public Safety Officers may elect to submit a polygraph examination. Such examinations will be in accordance with the provisions of the Memorandum of Understanding between the employee representative and the City of Peoria

#### Section 17

No employee will have their locker, storage space or assigned work place searched except in his/her presence, or the presence of a representative, or where they have been notified that a search will be conducted.

#### Section 18

Work rules, policies, orders, and directives are to be interpreted and applied consistently to all employees.

#### Section 19

Employees will not be subjected to punitive action, denied promotion, nor threatened with any such treatment because of the exercise of rights granted under this MOU, nor because of the exercise of rights under any existing administrative grievance procedure.

## ATTACHMENT “C”

### 1) Purpose

The Peoria Police Department recognizes that in order to meet the high standards of performance, professionalism, and personal conduct required of those involved in the police profession, its employees must be free from the debilitating effects of illegal drugs. The improper or illegal use of any controlled substance harms the integrity of and undermines the public’s confidence in the Department, and cannot be tolerated. This order establishes the procedures for testing employees of and applicants to the Department to discourage the illegal use of controlled substances, and ultimately to maintain the integrity of the Department.

All applicants for police positions and reinstatement to sworn positions will submit to controlled substance screening prior to being hired.

### **Process**

1. The Police Chief or designee will administer the selection procedure, and the Professional Standards Unit authorized vendor will monitor the selection process to ensure its integrity.
2. Individuals who are subject to drug screening will have their name and serial number placed on a list. The selection will be made through the use of a computerized random system.
3. The screening will be for the drugs or classes of drugs listed in this attachment C.
4. Attachment C1 shall be used for reasonable suspicion testing purposes only and does not apply to random testing.
5. After employees submit to screening, they will be returned to the random pool and will again be subject to controlled substance screening.

### **Procedures**

#### 1. Screening

Upon selection of an employee to be screened for controlled substances, the Professional Standards Unit will contact the employee’s supervisor. The supervisor will be responsible for notifying the employee during the employee’s next scheduled shift. If notification cannot be accomplished within four (4) calendar days, the employee’s supervisor will notify the Professional Standards Unit by returning the directive with a reason for the lack of notification. Upon or after notification, the employee will be required to report immediately to the nearest open authorized vendor for screening.

- a. Employees who are unable to report immediately for screening after having been notified, due to court, work requirements, etc., will notify their immediate supervisor and report as soon as possible after completion of the conflicting task.
- b. Time will not be allotted for the employee to confer with an Association representative or attorney prior to testing.
- c. Employees will present the Directive to Appear for Controlled Substance Screening Form, received from the supervisor, to authorized vendor personnel for documentation of appearance. Employees will

then return the original form to their immediate supervisor for forwarding to the Professional Standards Unit.

d. Failure to report immediately for screening will subject the employee to disciplinary action.

e) Whenever there is reason to believe that an employee altered or substituted the specimen to be provided, the authorized vendor attendant will call the on-duty supervisor and he/she will respond to authorized vendor. The supervisor may order the employee to provide an observed specimen. When an observed specimen is ordered, the person observing the collection will note the observation on and sign the Directive to Appear for Controlled Substance Screening Form.

2. Laboratory Analysis Procedures: The laboratory selected and the personnel employed by the laboratory will comply with all current guidelines mandated by the Department of Transportation, Office of Secretary, 49 CFR Part 40.

a. Initial Test: The initial screening will use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. A small portion of the original test sample will be used to test for marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, amphetamines and anabolic steroids. The following initial cut-off levels will be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000

Anabolic Steroids            19-nor-androsterone (nandrolone Metabolite) and the testosterone/epitestosterone (T/E) ratio.  
The reporting limit for nandrolone metabolite is 2 ng/mL

(\* 25 ng/ml if immunoassay specific for free morphine)

b) Confirmatory Test: All specimens identified as positive on the initial test will be confirmed, using gas chromatography/mass spectrometry (GC/MS), at the cut-off values listed in this paragraph for each drug. All confirmations will be quantitative analysis, using a small portion of the original sample. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory record as “greater than highest standard curve value.”

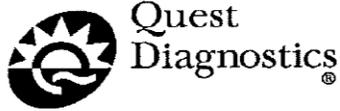
Confirmatory Test Level (ng/ml)	
Marijuana metabolites	15
Cocaine metabolites	150
Opiate metabolites	
Morphine	2000

Codeine	2000
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

(Delta-9-tetrahydrocannabinol-9-carboxylic acid)

(\*\*Benzoylgonine)

Testing for anabolic steroids is typically detection based and not deterrence based. Consequently, any of the listed analytes (see Attachment C1) that screen positive and are identified by GC/MS confirmation (typically 2-10 ng/mL) on a second aliquot are reported. There are two notable anabolic agents that utilize reporting numeric criteria – 19-nor-androsterone (nandrolone metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone metabolite is 2 ng/mL and limited quantitative results may be available. Any specimen with a nandrolone metabolite level exceeding the highest calibrator is reported as a “greater than” result (e.g. >100 ng/mL). For the T/E ratio, any specimen with a T/E ratio greater than the cutoff, 6/1 is reported as positive.



21791N - ANABOLIC STEROIDS EXPAND

Req Name: SPORTS I EXPANDED

Urine Tested by GC/MS for the following Analytes:

Anabolic Androgenic Agents:

1-Testosterone &/or Metabolite/ 1-Androstendiol/ 1-Androstendione  
Bolasterone Metabolite  
Boldenone/ Boldione/ Quinbolone Metabolite  
Calusterone Metabolite  
Clenbuterol  
Clostebol Metabolite  
Danazol/ Ethisterone &/or Metabolite  
Dehydrochloromethyltestosterone (DHCMT) Metabolite  
Dihydrotestosterone/ Drostandiol &/or Metabolite  
Desoxymethyltestosterone Metabolite  
Drostanolone &/or Metabolite  
Estra-4,9-dien-3,17-dione Metabolite  
Fluoxymesterone Metabolite  
Formebolone Metabolite  
Furazabol Metabolite  
4-Hydroxytestosterone/ Formestane Metabolite  
6a-Methylandrostandione Metabolite  
Mestanolone Metabolite  
Mesterolone &/or Metabolite  
Methandrostenolone (Methandienone, Dianabol) Metabolite  
Methandriol &/or Metabolite  
Methasterone Metabolite  
Methenolone &/or Metabolite  
Methylnortestosterone Metabolite  
Methyltestosterone Metabolite  
Methyl-1-testosterone &/or Metabolite  
Mibolerone &/or Metabolite  
Nandrolone/ 19-Norandrostandione/ 19-Norandrostandiol Metabolite  
Norclostebol Metabolite  
Norethandrolone/ Ethylestrenol Metabolite  
Oxabolone Metabolite  
Oxandrolone &/or Metabolite  
Oxymesterone  
Oxymetholone Metabolite  
Prostanozol Metabolite  
Stanozolol Metabolite,  
Stenbolone &/or Metabolite  
Testolactone Metabolite  
Testosterone/ Androstendione/ Androstendiol/ DHEA (T/E Ratio >6)  
Trenbolone Metabolite

Masking Agents:

Probenecid  
Epitestosterone (> 200 ng/mL)

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 18R

**Date Prepared: December 17, 2015**

**Council Meeting Date: January 19, 2016**

---

**TO:** Carl Swenson, City Manager

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

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

**SUBJECT:** Case GPA15-0004 – Resort Lifestyle Communities  
Minor General Plan Amendment

---

**Purpose:**

This is a request for City Council to adopt a Resolution amending the General Plan Land Use Map for 10.6 acres of land located at the southeast corner of 81<sup>st</sup> Avenue and Beardsley Road, from High Density Residential (15+ du/ac, target of 18 du/ac) to Medium-High Density Residential (8-15 du/ac, target of 12 du/ac). This case accompanies a proposed Rezoning (Case Z15-0004).

*The City has not received correspondence in opposition to this case; however opposition has been received regarding the companion rezoning case (see zoning case for detailed information). On December 3, 2015, the Planning & Zoning Commission unanimously recommended approval of this request. There were no speakers present.*

**Background/Summary:**

The applicant, Earl Curley & Lagarde representing Resort Lifestyle Communities, is proposing to develop a 14.9 acre site located at the southeast corner of 81<sup>st</sup> Avenue and Beardsley Road into a multi-family senior independent residential facility consisting of up to 130 units (8.72 units per acre). In this request, the applicant is seeking to amend the General Plan Land Use Map redesignating 10.6 acres of the overall 14.9 acre site from High Density Residential (15+ du/ac) to Medium-High Density Residential (8-15 du/ac). Rezoning case Z15-0004 has been filed concurrently and is on the agenda immediately following this item.

Land Use Transition and Compatibility

The Medium-High Density Residential (8-15 du/ac, target of 12 du/ac) category will allow for an appropriate transition between existing land uses which consist of Low Density Residential (2-5 du/ac, target of 3 du/ac) and High Density Residential (15+ du/ac, target of 18 du/ac). This will be accomplished without disturbing the development pattern and character in place today. The character is illustrated by Fletcher Heights single family to the north and west along with the

high density residential apartments to the west and southwest. This transition also accounts for the river and proposed mixed uses development to the east that lie outside of the City of Peoria.

The proposed density is below the existing apartment complex (Sonoma Ridge) that is immediately west of the subject site. Sonoma Ridge is approximately 13 du/ac. Comparatively the subject site proposes a density of 8.72 du/ac. The surrounding Fletcher Heights single family residential development ranges from approximately 4-6 du/ac.

#### Public Participation

As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting. The applicant notified all property owners within a 600 foot radius of the site and all registered Homeowner's Associations within 1 mile for the required neighborhood meeting.

The neighborhood meeting was held on June 10, 2015 at Sunrise Mountain Library at 6:00p. There were six (6) neighborhood residents in attendance as well as the Vice Mayor's Assistant. Neighborhood input from the meeting is attached herein (Exhibit E of the staff report contained within Exhibit 2) and is addressed in the Council Communication with the accompanying Rezoning case Z15-0004). There was no expressed opposition or concerns to the change in land use from High Density Residential to Medium-High Density Residential.

#### Peoria Unified School District (PUSD)

Due to the nature of the facility and its residents, no correspondence from the school district was necessary.

#### **Previous Actions:**

This proposal is subject to the City's Minor General Plan Amendment process. A public hearing was held for this item at the December 3, 2015 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request with a **5-0** vote. There were no speakers present on this item.

A public hearing was held at the same meeting for a related Rezone application (Z15-0004) for the Resort Lifestyle Communities Planned Area Development District. The Planning & Zoning Commission also unanimously recommended approval of this request with a **5-0** vote.

**Options:**

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

**Staff Recommendation:**

Staff recommends the City Council concur with the Planning & Zoning Commission's December 3, 2015 unanimous recommendation (5-0) to approve Case GPA 15-0004.

**Fiscal Analysis:**

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

**Narrative:**

No further action would be necessary should the City Council take action to approve this application. Should the accompanying Rezone be approved, the next step would be for the applicant to proceed with a Site Plan application seeking development of the site.

**Exhibit(s)**

**Exhibit 1:** Vicinity Map

**Exhibit 2:** December 3, 2015 Planning and Zoning Commission Staff Report with Exhibits

**Exhibit 3:** Draft Resolution

**Contact Name and Number:** Cody Gleason, Planner 623-773-7645

**Exhibit 1**  
**Vicinity Map**

# Vicinity Map



## GPA15-0004 Resort Lifestyle Communities

Applicant: Earl, Curley & Lagarde, P.C. on behalf of Resort Lifestyle Communities

Request: The applicant is requesting to re-designate approximately 10.6 acres of the City of Peoria General Plan from High Density Residential (15+ du/ac, target of 18 du/ac) to Medium-High Density Residential (8-15 du/ac, target of 12 du/ac) land use designation to allow for the development of a 130 unit senior independent living facility.

Location: Southeast corner of 81st Ave. and Beardsley Rd.



Not to Scale

# Exhibit 1

**Exhibit 2**  
**December 3, 2015**  
**Planning and Zoning Commission**  
**Staff Report with Exhibits**



# MINOR GENERAL PLAN AMENDMENT

## REPORT TO THE PLANNING AND ZONING COMMISSION

**CASE NUMBER:** GPA15-0004  
**DATE:** December 3, 2015  
**AGENDA ITEM:** 8R

**Applicant:** Earl, Curley & Lagarde P.C. on behalf of Resort Lifestyle Communities

**Request:** A minor amendment to the Peoria General Plan Land Use Map for approximately 10.6 acres from High Density Residential (15+ du/ac, Target 18 du/ac) to Medium-High Density Residential (8-15 du/ac, Target 12 du/ac)

**Proposed Development:** *Resort Lifestyle Communities:* A senior independent living facility consisting of up to 130 units on approximately 14.9 acres.

**Location:** The property is located at the southeast corner 81<sup>st</sup> Avenue and Beardsley Road (APN 200-30-010P).

**Site Acreage:** 10.6 gross acres

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

**Recommendation:** Recommend **approval** of case GPA15-0004 to the City Council, subject to conditions.

### AREA CONTEXT

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

	LAND USE	GENERAL PLAN	ZONING
<b>Subject Property</b>	Vacant	High Density Residential (15+ du/ac, target 18 du/ac)	General Agricultural (AG)
North	Single Family Residential (Fletcher Heights)	Low Density Residential (2-5 du/ac, target 3 du/ac)	Fletcher Heights Planned Area Development (PAD) Z93-10A.6
South	Vacant, Undeveloped Land	Glendale - Corporate Commerce Center (CCC)	Glendale - Crossings at Arrowhead (PAD) ZON09-06 – Mixed Use
West	Multi-Family Apartments & Single Family Residential (Fletcher Heights)	High Density Residential (15+ du/ac, target 18 du/ac) & Low Density Residential (2-5 du/ac, target 3 du/ac)	Fletcher Heights Planned Area Development (PAD) Z93-10A.6
East	Vacant, undeveloped land	Glendale - Corporate Commerce Center (CCC)	Glendale - Crossings at Arrowhead (PAD) ZON09-06 – Mixed Use

## **LAND USE BACKGROUND**

### *Annexation Ordinance*

1. In 2010, the Mayor and City Council adopted *Ordinance 2010-20*, thereby annexing the subject property. Later, through the initial zoning process, the property was rezoned to General Agricultural (AG).

## **PROJECT DESCRIPTION**

### *Site and Project Details*

2. The project site is a 14.9 acre undeveloped parcel located south of Beardsley Road and east of 81<sup>st</sup> Avenue. The site is bounded on the south and east by undeveloped property that is the proposed mixed use development within the City of Glendale called Crossings at Arrowhead, on the west by an existing multi-family apartment complex and a single family subdivision both located within Fletcher Heights, and on the north by a single family residential subdivision within Fletcher Heights (Exhibit A).
3. While the parcel as a whole encompasses 14.9 acres, the General Plan Land Use designation for the property is divided between 10.6 acres in the High Density Residential designation with the remaining 4.3. acres designated as Water (target 1 du/ac).
4. The General Plan Amendment proposes a change to the land use category that will modify the designation of the 10.6 acres from High Density Residential (15+ du/ac, target of 18 du/ac) to Medium-High Density Residential (8-15 du/ac, target of 12 du/ac). With 130 units on the 14.9 acre site the density of the proposed Resort Lifestyle Communities development is 8.72 du/ac, which is within the density range and below the target density of the proposed Medium-High Density Residential General Plan land use designation. The accompanying zoning request is to rezone the property from General Agricultural to the Resort Lifestyle Communities Planned Area Development (PAD) Zoning District in order to allow for a 130 unit, senior independent living facility (Exhibit D). Vehicular ingress/egress for the site will be via 81<sup>st</sup> Avenue (classified as a Collector roadway). There will be no access from Beardsley Road.

## **DISCUSSION AND ANALYSIS**

### *Minor General Plan Amendment Evaluative Criteria*

5. Chapter 14 of the Peoria General Plan ("Plan Administration") directs the City to make an affirmative finding if it is shown that the proposal substantially demonstrates or exhibits the following evaluative criteria:
  - i. The development pattern contained in the Land Use Plan inadequately provides appropriate optional sites for the use or change proposed in the amendment.

- ii. The amendment constitutes an overall improvement to the General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.
- iii. The amendment will not adversely impact the community as a whole or a portion of the community by:
  - Significantly altering acceptable existing land use patterns,
  - Requiring larger and more expensive improvements to roads, sewer or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas,
  - Adversely impacting existing uses because of increased traffic on existing systems, or
  - Affecting the livability of the area or the health and safety of the residents.
- iv. That the amendment is consistent with the overall intent of the General Plan and other adopted plans, codes and ordinances.

*Existing General Plan Land Use Designation*

6. The existing land use designation for the portion of the subject property in this request is High Density Residential (15+ du/ac) with an underlying target density of 18 du/ac. This category denotes where the highest multi-family residential density development is appropriate either as a stand alone development or as part of a mixed-use project. The density range is intended to provide for multi-story apartments, condominiums, and townhouses close to employment and service areas. This category is traditionally located along transportation corridors, rivers, and serves to buffer lower density residential areas from non-residential areas.

*Request to Change Designation to Medium-High Density Residential*

7. The request is to change the land use designation for the site to Medium-High Density Residential (8-15 du/ac) with a target density of 12 du/ac. This category denotes areas where densely attached single-family residential and multi-family residential development is desirable.
8. The Medium-High Density Residential category will provide for a logical transition between the mixed use development proposed within the City of Glendale to the east as well as the freeway, and the single family and multi-family existing developments to the west and southwest which contain land use designations of High Density Residential (15+ du/ac, target of 18 du/ac) directly adjacent to Low Density Residential (8-15 du/ac, target of 12 du/ac).
9. The proposed density is substantially lower than the density of the existing apartment complex located directly to the east across 81<sup>st</sup> Avenue (Sonoma Ridge Apartment Complex). The gross density for Sonoma Ridge is approximately 13 du/ac. Comparatively the subject property has a gross density of 8.72 du/ac. The proposed Resort Lifestyle Communities development would create an appropriate transition between the proposed mixed-use development

and freeway to the east in Glendale, and the existing multi-family developments within Peoria located to the southwest and west of the subject site as well as the single family residential to the north and west.

10. It is staff's assessment that the proposed amendment provides for a logical change from the adjacent High Density Residential (15+ du/ac, target of 18 du/ac) to the proposed Medium-High Density Residential (8-15 du/ac, target of 12 du/ac) land use category which is more consistent with the residential disposition surrounding the subject site.

*Relevant General Plan Policies and Objectives*

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

Objective 1.A: Manage and control development to facilitate orderly growth and an efficient urban form.

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

Policy 1.A.3: Encourage development to occur as master planned communities with an appropriate mix of land use types in areas where infrastructure is or will be planned.

Objective 1.M: Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

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

Policy 1.N.3: Locate housing development in areas that can be adequately served by police, fire, and ambulance services.

Policy 1.N.4: Require adequate provision of open space or direct access to open space in housing developments and, in particular, medium and high density multiple family housing developments.

Policy 1.N.5: Require new residential developments to provide pedestrian linkages to parks, schools, and other appropriate public facilities.

Objective 1.O: Support well-designed, high quality multi-family residential development in appropriate areas which maintains compatibility between adjacent developments.

Policy 1.O.1: Support alternative forms of housing, such as attached and detached townhouses and condominiums in appropriate locations.

*Citizen Participation Plan - Neighborhood Meeting*

12. As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting (Exhibit D). The applicant notified all property owners within 600 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on June 10, 2015 at Sunrise Mountain Library at 6:00 pm. Six neighborhood residents were in attendance. The councilmember's assistant for the district was also in attendance.
13. Neighborhood input from the meeting is attached herein (Exhibit D) and is addressed in the Staff Report with the accompanying Rezone (Case Z15-0004). There was no expressed opposition or concerns to the change in land use from High Density Residential to Medium-High Density Residential.

*Public Notice*

14. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division. As of the printing of this report, no support or opposition to this case has been received from the public.

*Proposition 207*

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

**FINDINGS AND RECOMMENDATION**

16. Based on the following findings:
  - The amendment constitutes an overall improvement to the City's General Plan; and
  - The amendment advances the residential disposition designated for the site; and
  - The proposal provides for a land use category that will allow for a development of contextually appropriate scale and intensity in comparison to the adjacent residential areas; and
  - That the amendment will better reflect the development needs of the area while accounting for the existing built environment; and
  - The amendment is in conformance with the Goals, Objectives, and Policies of the Peoria General Plan; and
  - That the amendment will not adversely impact the community as a whole or a portion of the community by:
    - i. Significantly altering acceptable existing land use patterns,
    - ii. Requiring larger and more expensive improvements to roads, sewer or water systems than are needed to support the prevailing land uses and which, therefore, may impact development of other lands,

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

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

**Recommend approval of Case GPA15-0004 to the City Council.**

Attachments:

Exhibit A	Vicinity/Context Map
Exhibit B1	General Plan Land Use Map
Exhibit B2	Proposed General Plan Land Use Map
Exhibit C	Description and Justification for Request
Exhibit D	Citizen Participation Process Report
Exhibit E	Resort Lifestyle Communities Proposed Site Plan

Prepared by: Cody Gleason  
Planner

# Vicinity Map



## GPA15-0004 Resort Lifestyle Communities

Applicant: Earl, Curley & Lagarde, P.C. on behalf of Resort Lifestyle Communities

Request: The applicant is requesting to re-designate approximately 10.6 acres of the City of Peoria General Plan from High Density Residential (15+ du/ac, target of 18 du/ac) to Medium-High Density Residential (8-15 du/ac, target of 12 du/ac) land use designation to allow for the development of a 130 unit senior independent living facility.

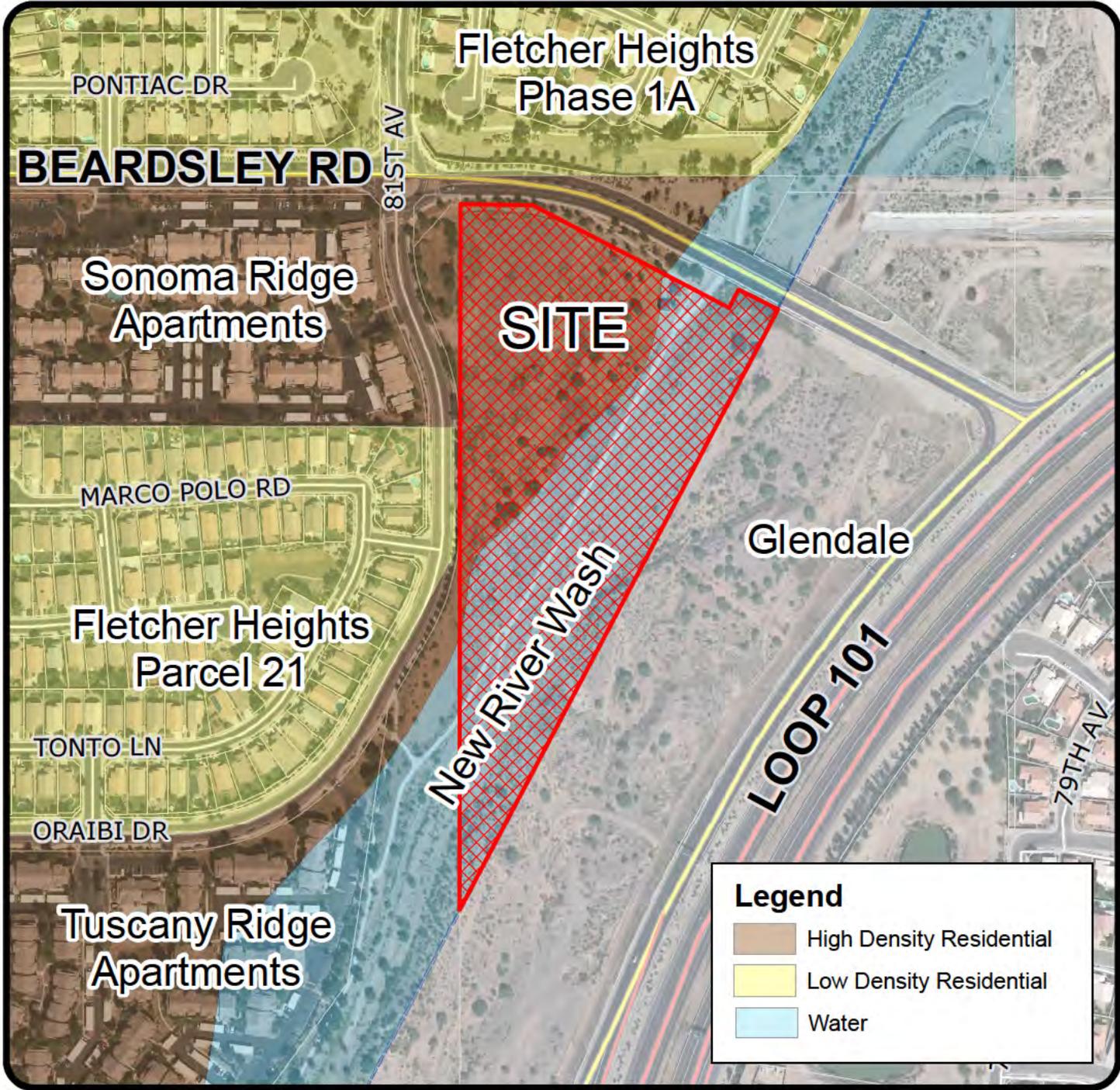
Location: Southeast corner of 81st Ave. and Beardsley Rd.



Not to Scale

# Exhibit A

# General Plan Land Use Map



## GPA15-0004 Resort Lifestyle Communities

Applicant: Earl, Curley & Lagarde, P.C. on behalf of Resort Lifestyle Communities

Request: The applicant is requesting to re-designate approximately 10.6 acres of the City of Peoria General Plan from High Density Residential (15+ du/ac, target of 18 du/ac) to Medium-High Density Residential (8-15 du/ac, target of 12 du/ac) land use designation to allow for the development of a 130 unit senior independent living facility.

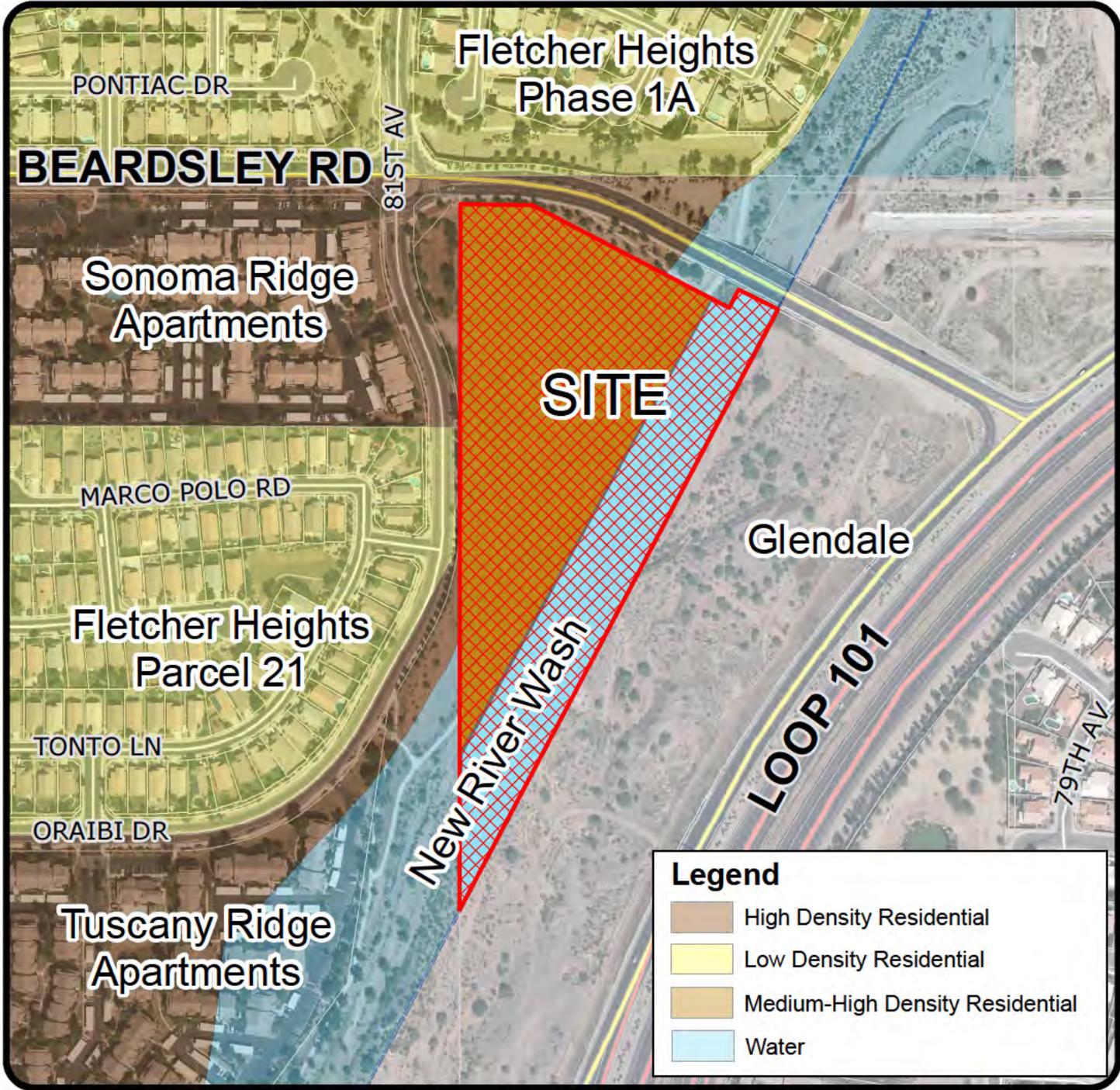
Location: Southeast corner of 81st Ave. and Beardsley Rd.



Not to Scale

# Exhibit B1

# Proposed General Plan Land Use Map



## GPA15-0004 Resort Lifestyle Communities

Applicant: Earl, Curley & Lagarde, P.C. on behalf of Resort Lifestyle Communities

Request: The applicant is requesting to re-designate approximately 10.6 acres of the City of Peoria General Plan from High Density Residential (15+ du/ac, target of 18 du/ac) to Medium-High Density Residential (8-15 du/ac, target of 12 du/ac) land use designation to allow for the development of a 130 unit senior independent living facility.

Location: Southeast corner of 81st Ave. and Beardsley Rd.



Not to Scale

# Exhibit B2

**DESCRIPTION AND JUSTIFICATION FOR REQUEST**

**February 20, 2015**

**Revised November 9, 2015**

**Hearing Submittal**

**Resort Lifestyle Communities-Application No.:GPA15-0004/Z15-0004**

**SEC 81<sup>st</sup> Avenue and Beardsley Road**

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

***Response:** Resort Lifestyle Communities is submitting this request for a Minor General Plan Amendment to change the land use designation on approximately 10.6 acres of a 14.9 acre property to allow the companion zoning request for a “PAD” Planned Area Development zoning district. The overall property is approximately 14.9 acres. This Minor General Plan Amendment request consists of 10.6 acres of High Density Residential (15+ du/ac). According to the General Plan, High Density Residential designation is intended for multi-family residential (apartments) development close to employment and service areas and to buffer lower density. This request seeks to change 10.6 acres of “High Density Residential” to “Medium-High Density Residential” to allow the companion less intense independent living facility proposal on this challenging property. The remaining 4.3 acres of the overall property is designated as “Water” and will remain as designated. The 4.3 acres designated as Water will not be developed as it is part of the New River wash. The intent of the companion rezoning is to allow for a fully integrated planned senior independent residential community.*

*The character of this area has changed significantly over the past few years and is no longer on the outskirts of the City. The City of Peoria, City of Glendale and ADOT all partnered to create the Beardsley Road connection to the Loop 101 Freeway. The Beardsley Road connector set in motion urban impacts that have changed the nature of this area so that it has become more urban in character. Better roadway circulation, including the improved Beardsley Road connector, the Beardsley Road round-about, and the completed “Texas U-Turn” on the Loop 101 at Union Hills Drive all have contributed to the changes of this area. While High Density Residential is an acceptable land use for this property, a better land use solution is to change the “High Density Residential” to “Medium-High Density Residential” to allow the companion less intense independent living facility on this challenging property.*

*This General Plan Amendment will allow a senior independent living residential community which creates less traffic than the existing land use designation. This request will allow this property to be developed with a land use that fits well within the existing fabric of this area. The proposed Medium-High Density Residential land use designation is compatible and consistent with the surrounding land uses and designations. This Minor General Plan Amendment and companion PAD provides an opportunity to create an efficient and appropriate utilization of this property with a land use that has fewer impacts than the existing High Density Residential (15+ du/ac) designation.*

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

*Response: The subject 10.6 acres of the property are designated as “High Density Residential” on the City’s General Plan Land Use map. This is a request for a Minor General Plan Amendment to change (lower) the property’s land use designation from “High Density Residential” to “Medium-High Density Residential” to allow for a planned residential senior independent living community while leaving the approximate 4.3 acres of the overall 14.9 acres to remain designated as Water. The Water portion of the site will not be developed except for open space amenities and/or trails.*

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

*Response: The existing General Plan Land Use designation identifies this site as “High Density Residential.” This designation is intended for multi-family residential (apartments) with a density range above 15 dwelling units per acre and intended for developments close to employment and service areas. Other than the arterial/frontage road and the apartments across 81<sup>st</sup> Avenue, this area is predominately medium density residential in character.*

*The existing High Density Residential land use designation is too high for this area of the City and is not consistent with the area character. This parcel it is not adjacent to employment or commercial but rather adjacent to apartments and single-family residential. Typically multi-family residential (apartments) with a density range above 15 dwelling units per acre need to be located on arterial streets to accommodate the associated traffic created by such projects. However, due to the amount of traffic traveling to/from the Loop 101 frontage road, the Beardsley Road curve and the median along Beardsley Road, the City has stated that no direct access would be granted to/from Beardsley Road. Given, that this site is not adjacent to employment or commercial uses (as preferred with High Density Residential) and the fact that there is limited access to this property, the existing High Density Residential land use designation does not lend itself to development of a higher density residential project. Despite the property’s existing High Density Residential land use designation it has failed to develop as such over decades and is no longer adequate for this site.*

*We believe the proposed “Medium-High Density Residential” is a better land use solution than the existing “High Density Residential” land use designation for this challenging property because it will allow a less intense independent living facility on this irregular shaped lot with limited access. The proposed “Medium-High Density Residential” will also reduce and change the intensity of this parcel with one that is more compatible with the character of the surrounding area. This proposal for a planned senior residential community will be a very positive addition for this area because it is providing a senior independent living residential development that is compatible with the existing and new residential uses in the area, reduces traffic impact to the surrounding area, and responds to the demand for the type of market housing demand offered by this proposal.*

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

**Response:** *This amendment and companion PAD will be positive for the area and surrounding property values and helps with neighborhood stability. This proposed land use acts as a transitional land use from Beardsley Road and the Loop 101 Freeway and one that fits seamlessly between higher density existing multi-family apartment projects and the New River wash. New high quality development generally helps maintain or increase property values in the area. This amendment will be a very positive addition for this area and property values because it is providing a less intense land use designation with one that is a better fit with the existing and surrounding properties. The proposed land use and companion zoning for a senior independent living facility further reduces traffic impacts to the surrounding area and provides far less traffic and demand on the adjacent street system. This in turn provides far less impacts on the nearby neighbors. Furthermore, reducing vehicular traffic on the adjacent streets reduces congestion for those neighbors who travel these streets daily.*

*Given the high quality design and amenities of the proposed project we believe this request improves property values in the surrounding area. The proposed land use designation fits well with the area's land use pattern and will be consistent and compatible with these surrounding land uses. The proposed request does not have any adverse impacts nor does it presents conflicts between the existing single family property values and multi-family residential designations in the area. In fact, the proposed land use acts as a transition from the Loop 101 Freeway and further mitigates the negative impacts of the freeway. We believe the amendment will also contribute positively to the City's high quality of life and is consistent with the City's goals for the area.*

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

**Response:** *The existing High Density Residential land use designation on this property is not consistent with the majority of area character. The High Density Residential is intended for multi-family residential (apartments) with a density range above 15 dwelling units per acre close to employment and service areas. By changing/reducing the High Density Residential land use to Medium-High Density Residential it provides a land use to this area that is more compatible with the existing neighborhood pattern and established densities. This General Plan Amendment will allow a senior independent living residential community which creates less traffic than the existing land use designation.*

*There is an existing multi-family apartment project and one single family residential subdivision located across 81<sup>st</sup> Avenue to the west of the subject site. Beardsley Road and a large landscape/retention basin separate this parcel from the single family development to the north. With the exception of the two multi-family residential projects, to the west and southwest, the majority of this area consists of residential neighbors in the density range between 3 to 6 dwelling units per acre. As shown in the City's General Plan and aerial photo the majority of this area is designated as Low Density Residential (2 to 5 du/ac, Target 3.0 du/ac) and*

*developed as traditional subdivisions. The proposed land use designation reduces the allowable density on the property from 15+ dwelling units per acre (target density 18 du/ac) to 8-15 dwelling units per acre (target 12 du/ac). Documentation from the Maricopa County Assessor data base shows that the nearby residential subdivisions were developed with a density range between 3 and 6 dwelling units per acre. Given that the majority of this area is developed and designated as neighborhoods with a density range of 3-6 du/ac, the proposed land use designation provides a density range that is consistent and compatible with these existing and surrounding neighborhoods. The proposed Medium-High Density Residential land use designation and proposed density provides a transitional land use between the existing apartments and existing residential neighborhoods. This amendment and companion PAD is a good land use solution that complements the current land use designations for this area and will allow development of this unique property.*

*The proposed RLC use provides a superb transition to the residences to the west and north which are separated from the development by two streets. There will be no detrimental impact on the neighborhood if this request is approved. Rather a well-designed senior resort retirement community on this vacant infill corner will provide a compatible residential transition from the activity of the Loop 101 Freeway and the potential mixed-use development in the City of Glendale on the east side of the wash to the single-family residential neighborhoods across 81<sup>st</sup> Avenue.*

*Furthermore, the proposed companion PAD includes design guidelines that will ensure a high quality senior independent living facility for this last remaining infill site in the area. As mentioned, the proposed land use provides an alternative form of housing for seniors. The site is designed to fit seamlessly within the near-by apartments and single family residential and the adjacent wash, and is designed to complement the residential character of the area. The amendment allows for a senior living facility proposal that provides an all-inclusive resort-style community for adults 55 and over in an elegant, comfortable, and safe place. The project is designed to complement senior lifestyles with luxurious accommodations, unmatched amenities, flexible dining options, and leisure activities.*

*Finally, this General Plan Amendment contributes positively to the established neighborhood pattern by reducing the overall allowable density. This proposal will allow the development of a parcel that's been vacant for decades and allow for the establishment of a functional and attractive residential community. This Minor General Plan Amendment and companion PAD provides an opportunity to create an efficient and appropriate utilization of this property with a land use that has fewer impacts than the existing High Density Residential (15+ du/ac) designation. This proposal lowers the ultimate allowable density and replaces it with a less intense land use that is a better fit with the area's land use pattern and one that does not have any adverse impacts or present conflicts between the existing single family and multi-family residential pattern in the area.*

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

**Response:** *RLC's focus is for a resort retirement lifestyle that is designed for seniors who are looking for a quality residential hotel/resort-like setting. The intent of RLC is to serve the needs of seniors with a resort retirement lifestyle with variety of amenity areas and services to provide residents with a diversity of social activities.*

*To provide their tenants exceptional service, every RLC community is staffed with courteous professionals including General Managers, Office Manager, Marketing Manager, Dining Room Manager, Food Services Manager, a 24/7 Concierge, Lifestyle Director, Gourmet Chefs, Receptionist, Laundry Service, Housekeepers, Waiter/Waitresses, valet parking attendants, and shuttle transportation. The estimated number of RLC staff members is approximately 40 part-time and full-time staff. The maximum number of staff on site at any one time is approximately 15, which occurs between the hours of 11 a.m. and 4 p.m. when meal service and a number of activities are being offered.*

*The typical tenants at these facilities are active, mobile seniors with expendable incomes who want activities, amenities and a sense of vitality in the area. As more active seniors, they are interested in ease of access to shopping, dining and entertainment activities. These nearby restaurants and shopping environments allow them to spend money on goods and services. The population base that is created by this project will help support the near-by commercial which in-turn creates a stronger commercial tax base for the City.*

*Furthermore, the economic opportunities afforded by this project include; the generation of construction jobs, management jobs, tax revenue from real estate, sales tax revenues resulting from the residents of the new community, increased land values, revenue to local businesses, and general economic growth for the region.*

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

**Response:** *This request expands the diversity of housing types in Peoria, especially for senior residents, and provides a high quality of residential design and construction. Senior housing needs are currently underserved in the community, and it is prudent planning policy to maximize the number of senior housing units that can be efficiently provided in areas targeted for higher densities under the General Plan. The proposed amendment merely seeks to reduce the High Density Residential to Medium-High Density Residential to help achieve balanced housing in this area of the City and does not negatively change the amount of shopping, employment or recreational opportunities. The proposed amendment and companion PAD accommodates a different lifestyle and promotes diversity in housing types in the City. The proposed amendment encourages the establishment of a functional and attractive residential community with integrated open space and recreational opportunities to provide an exceptional quality of life for all the future residents.*

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

*Response:* As mentioned, the existing land use designation on this property is High Density Residential 15+ dwelling units per acre (target density 18 du/ac). Assuming a scenario where the existing land use designation of 18 dwelling unit per acre on 14.9 acres were to be utilized, this property could potentially produce up to 268 units. This proposed amendment reduces the allowable density on the property from 15+ dwelling units per acre (target density 18 du/ac) to 8-15 dwelling units per acre (target 12 du/ac) and therefore reduces the impacts on the water, wastewater and street system. Additionally, because of its low traffic generation, the companion PAD for senior independent living facility reduces traffic on the adjacent streets.

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

*Response:* This amendment reduces the allowable density on the property from 15+ dwelling units per acre (target density 18 du/ac) to 8-15 dwelling units per acre (target 12 du/ac) and therefore reduces the number of potential students. Additionally the companion zoning request for a senior independent living community further reduces the potential of student over crowding to the existing schools. There is no need for the school district to accommodate children from this development since it is a senior living community.

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

*Response:* The Land Use Element of the Plan includes Goals, Objectives and Policies that encourage the type of development requested in this General Plan and companion rezoning applications, such as:

**Objective 1.A:** *Manage and control development to facilitate orderly growth and an efficient urban form.*

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

**Policy 1.A.3:** *Encourage development to occur as master planned communities with an appropriate mix of land use types in areas where infrastructure is or will be planned.*

*Response:* As previously mentioned the character of this area has changed significantly over the past few years and is no longer on the outskirts of the City. The Beardsley Road connector to the Loop 101 Freeway set in motion urban impacts that have changed the nature of this area so that it has become more urban in character. Better roadway circulation, including the improved Beardsley Road connector, the Beardsley Road round-about, and the completed “Texas U-Turn” on the Loop 101 at Union Hills Drive all have contributed to the changes of this area. With these changes there is a need to provide a mixture of densities, variety of residential communities and

various residential housing options to support the near-by commercial and balance the City's housing stock.

While not part of the Fletcher Heights master planned community this parcel is located adjacent to properties that are within the Fletcher Heights planned community. Given the proximity of this parcel, the proposed densities are appropriate within the much larger community that provides single-family residential, multi-family residential, and retail. This is a planned independent residential community which is located in an area of the City where infrastructure is in place to promote efficient growth. This proposal for a planned independent living residential community will be very positive for this area by providing a residential development that is compatible with the existing and new residential uses in the area while responding to the demand for the type of market housing demand offered by this community.

**Objective 1.M:** Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

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

**Policy 1.N.3:** Locate housing development in areas that can be adequately served by police, fire and ambulance services.

**Policy 1.N.4:** Require adequate provision of open space or direct access to open space in housing developments and, in particular, medium- and high-density multiple-family housing developments.

**Policy 1.N.5:** Require new residential developments to provide pedestrian linkages to parks, schools, and other appropriate public facilities.

**Response:** The proposed land use will provide an alternative housing option for seniors in an area of the City where few exist. This request expands the diversity of housing types in Peoria, especially for senior residents where their needs are currently underserved. The proposed land use provides an alternative housing type within a much larger community that provides single-family residential, multi-family residential, and retail. This alternative housing stock provides opportunities for seniors to move from single-family housing, with high up keep and maintenance responsibilities, up to a highly amenitized senior living facility while remaining in the area.

This proposal will contain its own open space amenities. It is also located within short walking distance to the New River Wash corridor, which will ultimately provide miles of pedestrian/bicycle path to various city parks.

**Objective 1.O:** Support well-designed, high quality multi-family residential development in appropriate areas which maintains compatibility between adjacent developments.

**Policy 1.O.1:** Support alternative forms of housing, such as attached and detached townhouses and condominiums in appropriate locations.

**Response:** The proposed companion PAD includes design guidelines that will ensure a high quality senior independent living facility for this last remaining infill site in the area. As mentioned, the proposed land use provides an alternative form of housing for seniors. The site is designed to fit seamlessly within the near-by apartments and single family residential and the

*adjacent wash, and will complement the residential character of the area. The amendment allows for a senior living facility that provides an all-inclusive resort-style community for adults 55 and over in an elegant, comfortable, and safe place. The project is designed to complement senior lifestyles with luxurious accommodations, unmatched amenities, flexible dining options, and leisure activities.*

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

**Response:** *This amendment and companion PAD will be positive for the area. It provides a land use that helps balance the housing stock for the area and helps support the near-by commercial area. This amendment reduces the allowable density on the property from 15+ dwelling units per acre (target density 18 du/ac) to 8-15 dwelling units per acre (target 12 du/ac) and therefore reduces the impacts to the existing water, wastewater and street system. Additionally, because of its low traffic generation, the companion PAD for senior independent living facility reduces traffic on the adjacent streets. This General Plan Amendment is a superior land use solution which acts a transition from Loop 101 Freeway and the adjacent New River Wash. The proposed land use designation fits well with the area's land pattern and will be consistent and compatible with these surrounding land uses. The proposed land use will provide an alternative housing option for seniors in an area of the City where few exist. This request expands the diversity of housing types in Peoria, especially for senior residents where the needs are currently underserved. The proposed request does not have any adverse impacts nor presents any conflict between the existing residential and multi-family designations in the area. The amendment will also contribute positively to the City's high quality of life and is consistent with the City's goals for the area.*

*Based upon the analysis provided above, we believe this proposed amendment is consistent with the overall intent and goals of the General Plan and will be beneficial to the surrounding area.*

Citizen Outreach Summary Report  
for  
Resort Lifestyle Communities

Located at Southeast corner of 81<sup>st</sup> Avenue and Beardsley Road

A Minor General Plan Amendment and Rezoning request  
Application No.: GPA15-0004 and Z15-0004



*Developer*  
**Resort Lifestyle Communities**  
8040 Eiger Drive  
Lincoln, NE 68516

*Attorney*  
**Earl, Curley & Lagarde P.C.**  
3101 North Central Avenue, Suite 1000  
Phoenix, Arizona 85012

Prepared: September 23, 2015



Exhibit D

## **CITIZEN OUTREACH SUMMARY REPORT**

Resort Lifestyle Communities

Located at Southeast corner of 81<sup>st</sup> Avenue and Beardsley Road

A Minor General Plan Amendment and Rezoning request

Application No.: GPA15-0004 and Z15-0004

### **PROJECT DESCRIPTION**

Resort Lifestyle Communities (“RLC”) is proposing the development of a luxury resort-style retirement living community at the southeast corner of 81<sup>st</sup> Avenue and Beardsley Road. The proposed development is compatible with surrounding development, but requires a minor amendment to the General Plan Land Use Map. The General Plan Land Use Map currently designates approximately 10.6 acres of the overall 14.9 acre property as “High Density Residential 15+ (target 18 du/ac)” which is typically associated with higher density apartments. A companion rezoning from AG to PAD (“Planned Area Development”) is also being requested to allow this vacant infill site to be developed as a senior independent living community.

The requests are for: 1) a Minor General Plan Amendment to amend the General Plan Land Use map from “High Density Residential (15+ du/ac)” to “Medium Density Residential” on approximately 10.6 acres, and 2) a companion rezoning from AG to PAD on the overall approximately 14.9 acre property located at the southeast corner of 81<sup>st</sup> Avenue and Beardsley Road.

The senior luxury resort-style community is an ideal use for this triangular shaped parcel at the intersection of 81<sup>st</sup> Avenue and Beardsley Road. The property fronts on to 81<sup>st</sup> Avenue, backs to the New River Wash and has a narrow frontage along Beardsley Road. The configuration of the property and the resulting building layout afford the opportunity to provide a transitional buffer to the multi-family and single family residences to the south and west. Additionally, because of its low traffic generation, the senior living community reduces traffic on the adjacent streets, which could be far more impacted by the traffic generated if the property were to be rezoned to comply with the existing High Density Residential (15+ du/ac) land use designation as is permitted under the existing General Plan designation. The quiet, low impact senior residential use will be a good neighbor and fill a growing need in the community for senior housing offering a range of resident services.

### **OVERVIEW OF ELEMENTS OF CITIZEN NOTIFICATION**

The Citizen Outreach Summary Report was prepared in accordance with the City of Peoria requirements. As prepared, the Summary Report meets the City’s requirements and the recommended notification area as identified by the Planning Department. In accordance with requirements the following process was completed:

- A Neighborhood Meeting was deemed to be the most appropriate notification technique to inform the adjacent property owners/residents and/or interested parties of the request.

- On May 28, 2015, Earl, Curley & Lagarde P.C. mailed the required Neighborhood Meeting Notification/Invitation letter. There were a total of 136 letters mailed to: all property owners within 600-feet of the subject site (as provided by the Maricopa County Assessor data base), all interested parties (as provided by the Planning Department), and the Planning Department, to advise them of the proposed General Plan Amendment and Rezoning applications and to notify them of the neighborhood meeting to discuss the application.
- The list of adjacent property owners, interested parties, neighborhood association, and the Planning Department, along with assessor's map exhibit which shows which property owners were notified is provided (*see Appendix*).
- The letter invited residents to attend a neighborhood meeting at the Sunrise Mountain Branch Library on Wednesday, June 10, 2015 @ 6:00 PM. The letter provided a brief explanation of the proposed application and explained the purpose of the meeting and included an aerial exhibit and site plan.
- The neighborhood meeting letter also included the applicant's contact information, such as address, phone, e-mail, and fax number, so if anyone wanted to express concerns, issues, or problems, they could also do so by calling, writing, emailing, or faxing the applicant. The letter also provided the name and email of the City's Planner handling this case.

### **SUMMARY OF NEIGHBORHOOD MEETING**

Attendees on behalf of Resort Living:

Jake McGlade  
 Bob Lewis  
 Michael J. Curley  
 Gary King

- ❖ A neighborhood meeting was held at the Sunrise Mountain Branch Library on Wednesday, June 10, 2015 @ 6:00 PM.
- ❖ Mr. Curley began the meeting shortly after 6:00 p.m. and introduced details about the proposal.
- ❖ Mr. Curley provided a brief explanation of the proposed zoning request to allow for a senior independent living apartment development consisting of approximately 130 units within a single 3 story building with a maximum height of 51-feet.
- ❖ Mr. Curley explained that the proposed density falls within the acceptable density range for multifamily development in the surrounding area.
- ❖ The senior independent living facility is an ideal use for this irregular shaped parcel with a narrow frontage along Beardsley Road.
- ❖ The configuration of the property and the resulting building layout provides a transitional buffer from the Loop 101 Freeway to the existing single family residential to the west.

The quiet, low impact senior residential use will be a good neighbor at this location and fills a growing need in the senior housing with personal care services.

- ❖ The General Plan would allow much higher density than is being proposed.
- ❖ Inside, the building, a Resort Lifestyle Community is much like being on a 5-star cruise ship.
- ❖ RLC all-inclusive resort-style communities offer adults 55 and over an elegant, comfortable, and safe place to call home.
- ❖ The communities are designed to complement their resident's lifestyle, with luxurious accommodations, unmatched amenities, flexible dining options, and leisure activities.
- ❖ Every RLC community is staffed with courteous professionals including live-in managers, a 24/7 concierge, housekeepers, gourmet chefs, valet parking attendants, and full-time lifestyle directors.

### Neighborhood Questions

- How many people will live here?  
Response: Approximately 130-260
- What kind of traffic out of complex? You're going to triple the traffic. What's the plan to allow us to get out of our neighborhood? Will traffic back up into the entrance to our neighborhood? The (assumed) south driveway congestion is a concern.  
Response: These types of developments do not generate much traffic since the residents don't drive much but we will get you the numbers.
- Is there security at the property?  
Response: Yes, the building entry is staffed 24 hours.
- Are you planning to put up a sound barrier for noise?  
Response: We won't be generating noise and the building will block freeway noise.
- Will trails be retained?  
Response: Yes.
- What about the height? Views will be obstructed – trees, skies and desert.  
Response: Your comment is noted.
- What will this do for our property values?  
Response: Typically, developments like this will stabilize or raise property values. The cost is projected to be \$40-50 mil and it looks great. Standard class "A" Multi-Family increases property values.
- What is the next step?  
Response: Refine plan if possible then resubmit to City and go to hearing.

- How long to build? How long is construction?  
Response: One year before anything will happen then 12 months to construct.
- Who was notified?  
Response: Owners within 600' and registered associations with City.
- Does it have to be so high? And that many units?  
Response: Yes, density is actually low.
- Can you shove it to east?  
Response: We will look at that.
- Do we have a plan for wildlife?  
Response: We say "live and let live"

Meeting ended at approximately 6:40 with informal follow up discussions taking place for 15 min.

- Between June 10, 2015 and today's date October 7, 2015, there have been no other no concerns, issues or problems expressed by any of the participating individuals. Since there were no concerns, issues, or problems raised by the adjacent property owners and other interested individuals there was no need to hold a 2<sup>nd</sup> meeting to address any of the public concerns.
- Should any adjacent property owners and/or other interested individuals raise any concern between now and the hearing date, the Project Team will make every effort to address their concern in the appropriate manner, such as but not limited to personal visits, phone calls, or other acceptable means. Members of the Project Team are committed to working with the City of Peoria, surrounding neighbors, and any interested parties to ensure the compatibility and success of this application

# APPENDIX

**EARL, CURLEY & LAGARDE, P.C.**  
ATTORNEYS AT LAW

Telephone (602) 265-0094  
Fax (602) 265-2195  
www.ecllaw.com

3101 North Central Avenue  
Suite 1000  
Phoenix, Arizona 85012

May 28, 2015

**RE: *Neighborhood Meeting***  
***General Plan Amendment-Minor, Rezoning and Site Plan***  
***(Application Numbers: GPA15-0004, Z15-0004 & SP15-0009)***  
***SEC 81<sup>st</sup> Avenue and Beardsley Road***

Dear ***Property Owner or Registered Neighborhood Organization:***

The purpose of this letter is to inform you that our office, on behalf of Resort Lifestyle Communities ("RLC"), has filed a minor General Plan Amendment, Rezoning for Planned Area Development ("PAD"), and Site Plan requests to allow a luxury resort-style retirement living community and to establish specific standards to guide the development of the approximately 14 acre subject site located at the southeast corner of 81<sup>st</sup> Avenue and Beardsley Road (See Exhibit A - Aerial Photo). In addition to the information in this letter we would also like to invite you to attend our neighborhood meeting to learn more about our requests.

Resort Lifestyle Communities ("RLC") is proposing the development of a luxury resort-style retirement living community. The requests are for: 1) a Minor General Plan Amendment to amend the General Plan Land Use map from "Residential/High (15+ du/ac)" to "Residential/Medium-High"; 2) a companion rezoning from AG to PAD on the property; and 3) a Site Plan to allow the development of this property as a senior independent living community. The intent of this PAD request is to establish one overall PAD and to establish specific standards to guide the development for the subject property.

We would like to invite you to our Neighborhood Meeting on:

**Wednesday, June 10, 2015, at 6:00 p.m.**  
**at the Sunrise Mountain Branch Library**  
**21109 N. 98<sup>th</sup> Avenue, Peoria AZ 85382**

Resort Lifestyle Communities has oriented its communities to the luxury resort lifestyle desired by today's retirees. Resort Lifestyle Communities has developed and currently operates 10-facilities across the country and is bringing its highly popular community to Arizona. In addition to their existing properties, RLC has a number of projects that have completed planning approvals, entitlements and are (or will soon be) under construction. While their developed communities support independent living, many of their residents choose to reside with them because of the level of care, comfort and support their company provides.

May 28, 2015  
Page 2

The project will consist of one (1) 3-story residential style building, with approximately 130 units, landscaping, surface parking, and amenities. The building is configured into an S-shape with a well-landscaped perimeter and shaded exterior seating areas. The RLC main entry from 81<sup>st</sup> Avenue has been enhanced with landscaping, a stamped/colored concrete driveway and a porte cochere at the middle of the circular entry drive. No vehicular access is provided via Beardsley Road. The design of the Independent Living Community will be primarily of the "Contemporary Southwestern Style" architectural vernacular. The project will be designed to assimilate into the surrounding landscape and architecture. The building primarily includes a 3-color stucco finish with flagstone accent walls, projections, recessions, and changes in roof height to break up the building massing. The building footprint and façade is not designed as a traditional box shape with one singular plane. Instead, the building includes both horizontal and vertical movement to provide a better streetscape and break up massing.

If you are unable to attend and review our proposal please contact me with any questions or comments or you may also contact our in-house planner, Ric Toris at (602) 265-0094 or e-mail: rtoris@ecllaw.com. The City's project coordinator is Cody Gleason who can be reached at (623) 773-7645 or cody.gleason@peoriaaz.gov.

We hope you can join us on Wednesday, June 10, 2015 but if you cannot, please contact me or our planning consultant Ric Toris with any questions or comments.

Very truly yours,

A large black rectangular redaction box covering the signature of Michael J. Curley.

FOR Michael J. Curley

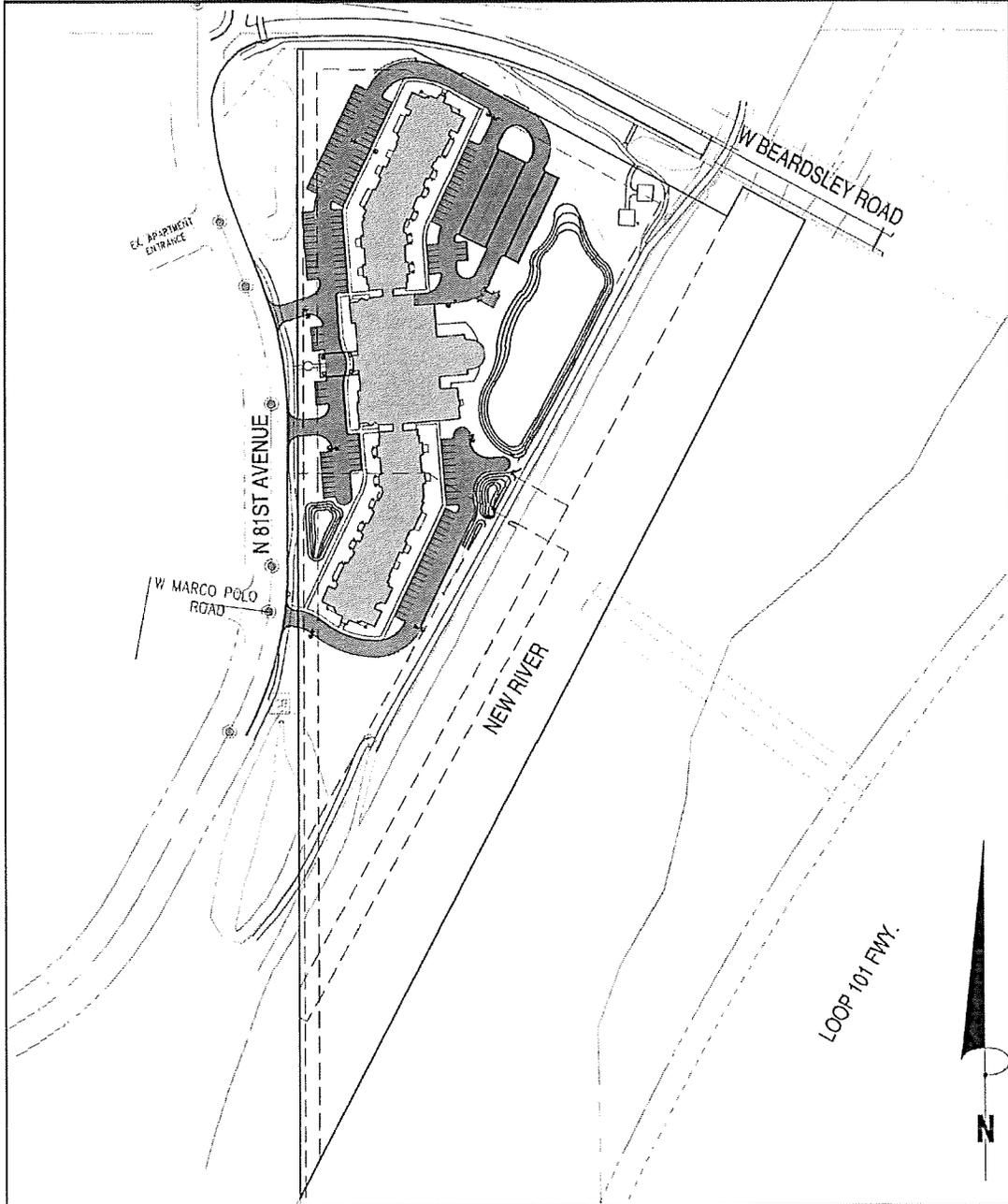
MJC/rot

Attachment: Exhibit A- Aerial Photo of site  
Exhibit B - Conceptual Site Plan

D:\INDEX\Recent Lifestyle Communities\Docs\NG\ldorford Meeting Notification Letter\_5.28.2015.docx



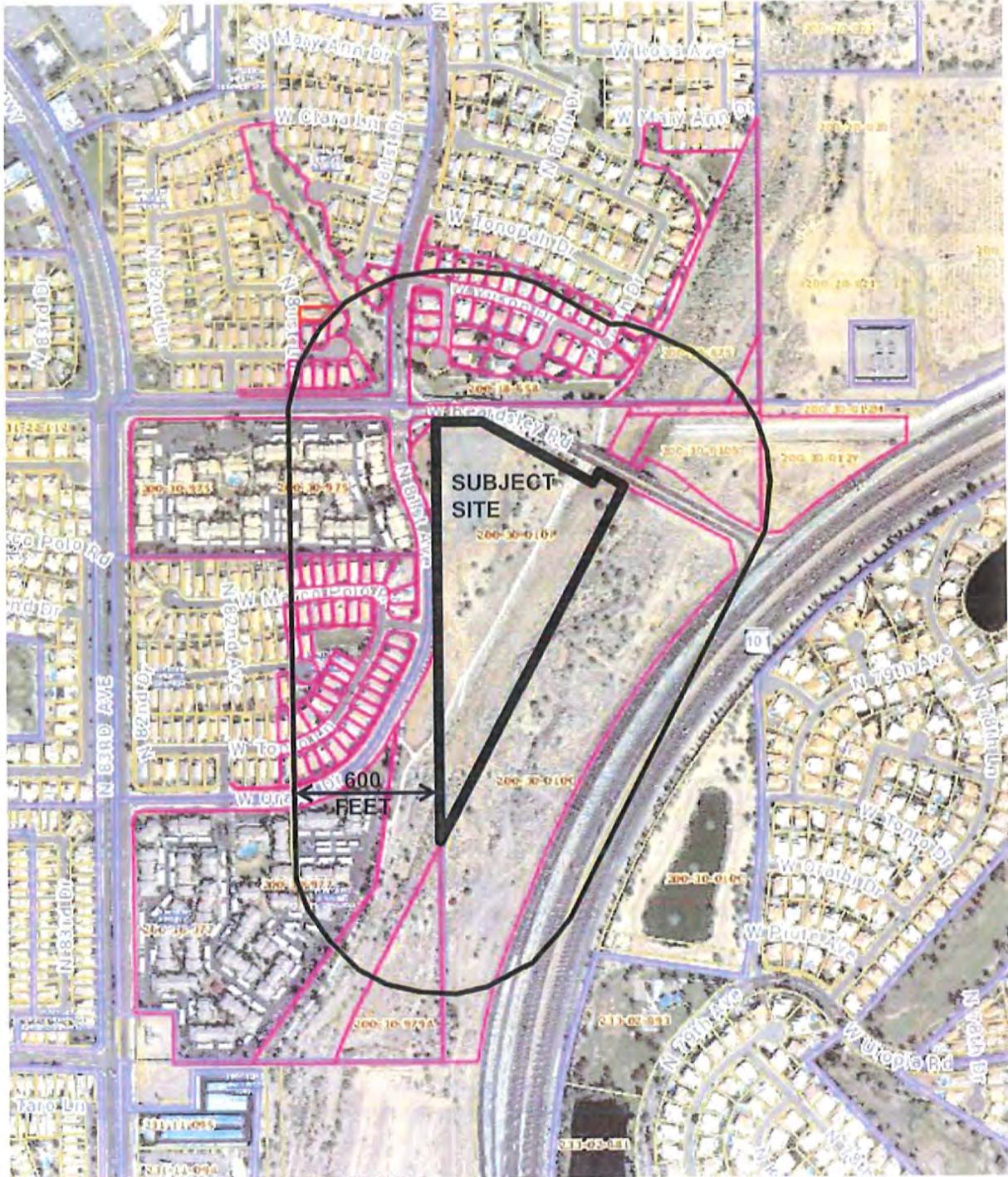
EXHIBIT A – Aerial



<p><b>Bowman</b> CONSULTING</p> <p>1295 West Washington Ste 108 Phone: (480) 629-8830 Tempe, Arizona 85281 www.bowmanconsulting.com</p>	<p>FLETCHER HEIGHTS RETIREMENT COMMUNITY</p> <p>PEORIA, ARIZONA</p>		<p>JOB # 050105</p>
	<p><b>AERIAL SITE PLAN</b></p>		<p>DATE 03.30.15</p>
			<p>SCALE N.T.S.</p>
			<p>DRAWN JAS</p>
			<p>SHT 1 OF 1</p>

CAD FILE NAME: P:\050105 - Fletcher Heights Retirement Comm\050105-01-001 (ENG)\Engineering\Engineering Plans\Site Plan\050105-PR-ASP.dwg 05/28/2015

MARICOPA COUNTY



Resort Lifestyle Communities

SEC 81<sup>st</sup> Avenue and Beardsley Road

APN: 200-30-010P

<http://maps.mcasessor.maricopa.gov/maps/Default.aspx>

Date: May 27, 2015





**EXHIBIT 3**

DRAFT RESOLUTION

RESOLUTION NO. 2015-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE MAP OF THE PEORIA GENERAL PLAN FROM HIGH DENSITY RESIDENTIAL TO MEDIUM-HIGH DENSITY RESIDENTIAL FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Peoria Planning and Zoning Commission, after due and proper notice as required by law, held a public hearing regarding amendment number GPA15-0004, on December 3, 2015; and

WHEREAS, after such public hearing and consideration of GPA15-0004, the Peoria Planning and Zoning Commission recommended adoption of GPA15-0004 on December 3, 2015, a copy of which recommendation is on file with the City Clerk of the City of Peoria, Arizona, and which said case number GPA15-0004 was transmitted to the Mayor and Council of the City of Peoria prior to the meeting of January 19, 2015; and

WHEREAS, after due and proper consideration of such GPA15-0004, the Mayor and Council of the City of Peoria, Arizona have found that GPA15-0004 will properly aid in the orderly growth and development of the City of Peoria, Arizona.

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

Section 1. Amendment to the Peoria General Plan

1. The City Council of the City of Peoria, Arizona, does hereby accept and adopt amendment number GPA15-0004, amending the Land Use Map of the Peoria General Plan, for the area described in Exhibits A1-A2.

Resolution No. 2016-05  
January 19, 2016

SECTION 2. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 19<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Cathy Carlat, Mayor

Date Signed \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Kemp, City Attorney

## EXHIBIT A1

### LEGAL DESCRIPTION RESORT LIFESTYLE COMMUNITIES

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

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 26, BEING MARKED BY A CITY OF PEORIA BRASS CAP FLUSH, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 26, BEING MARKED BY A BUREAU OF LAND MANAGEMENT BRASS CAP FLUSH, BEARS SOUTH 89°52'21" EAST, A DISTANCE OF 2643.50 FEET;

**THENCE** SOUTH 89°52'21" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1321.75 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26, SAID POINT BEING THE **POINT OF BEGINNING**;

**THENCE** CONTINUING SOUTH 89°52'21" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 244.32 FEET TO THE PROJECTED CENTERLINE OF THE BEARDSLEY CONNECTOR ROAD, ACCORDING TO DOCUMENT NO. 2009-1181908, MARICOPA COUNTY RECORDS;

**THENCE** SOUTH 62°11'30" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 497.90 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST LINE OF THOSE SLOPE/DRAINAGE/TRAIL EASEMENTS DESCRIBED IN DOCUMENT NO. 2009-1181908, MARICOPA COUNTY RECORDS;

**THENCE** SOUTH 29°24'20" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1394.78 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF;

**THENCE** NORTH 00°00'15" EAST, ALONG SAID WEST LINE, A DISTANCE OF 621.78 FEET;

**THENCE** NORTH 89°59'45" WEST, A DISTANCE OF 40.00 FEET TO THE CENTERLINE OF 81<sup>ST</sup> AVENUE, ACCORDING TO BOOK 583 OF MAPS, PAGE 20, MARICOPA COUNTY RECORDS;

**THENCE** NORTH 00°00'15" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 220.06 FEET;

**THENCE** SOUTH 89°59'45" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF;

**THENCE** NORTH 00°00'15" EAST, ALONG SAID WEST LINE, A DISTANCE OF 606.08 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 532,775 SQUARE FEET OR 12.2308 ACRES, MORE OR LESS.

### EXHIBIT A1 (continued)

### LEGAL DESCRIPTION RESORT LIFESTYLE COMMUNITIES

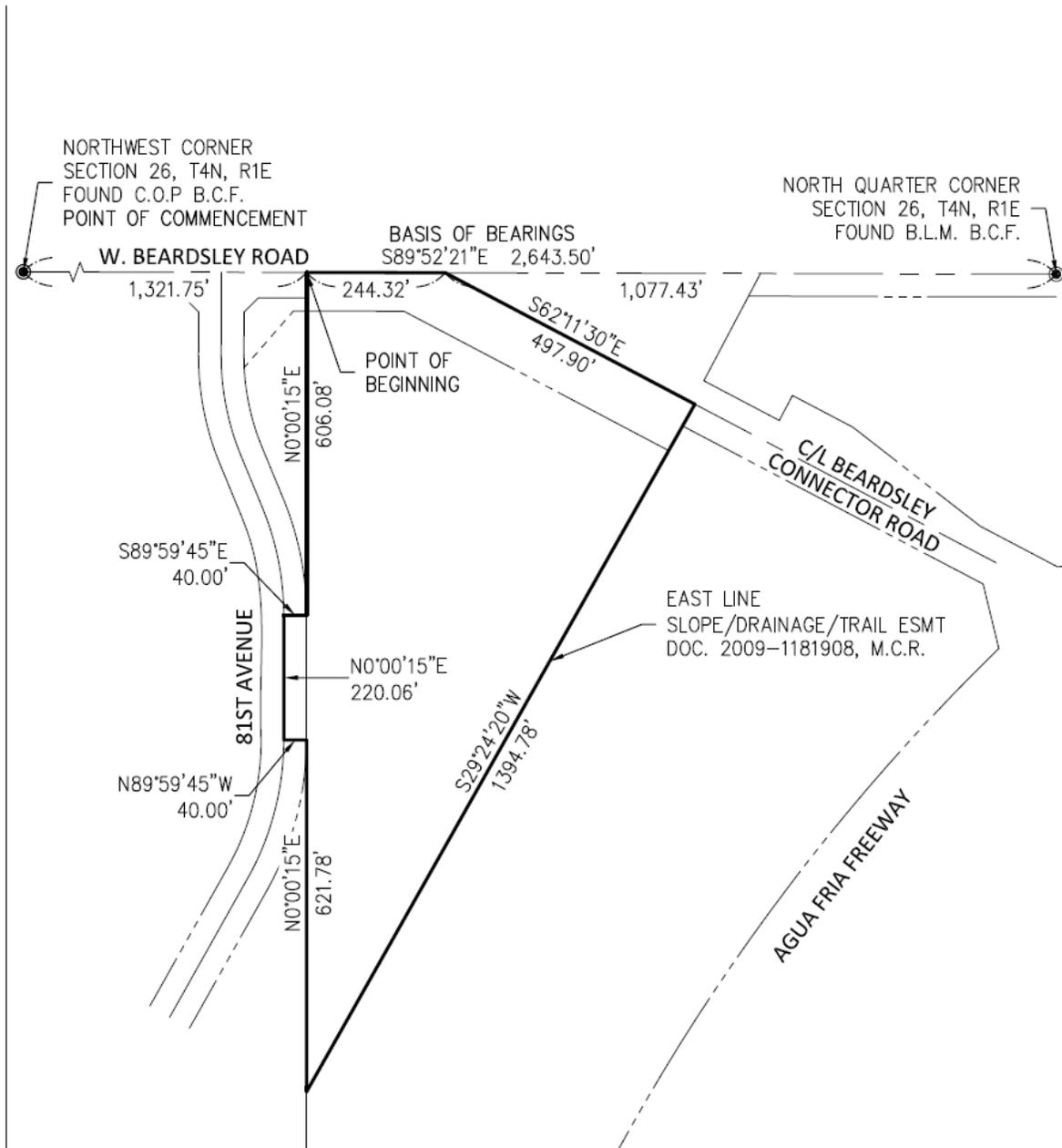
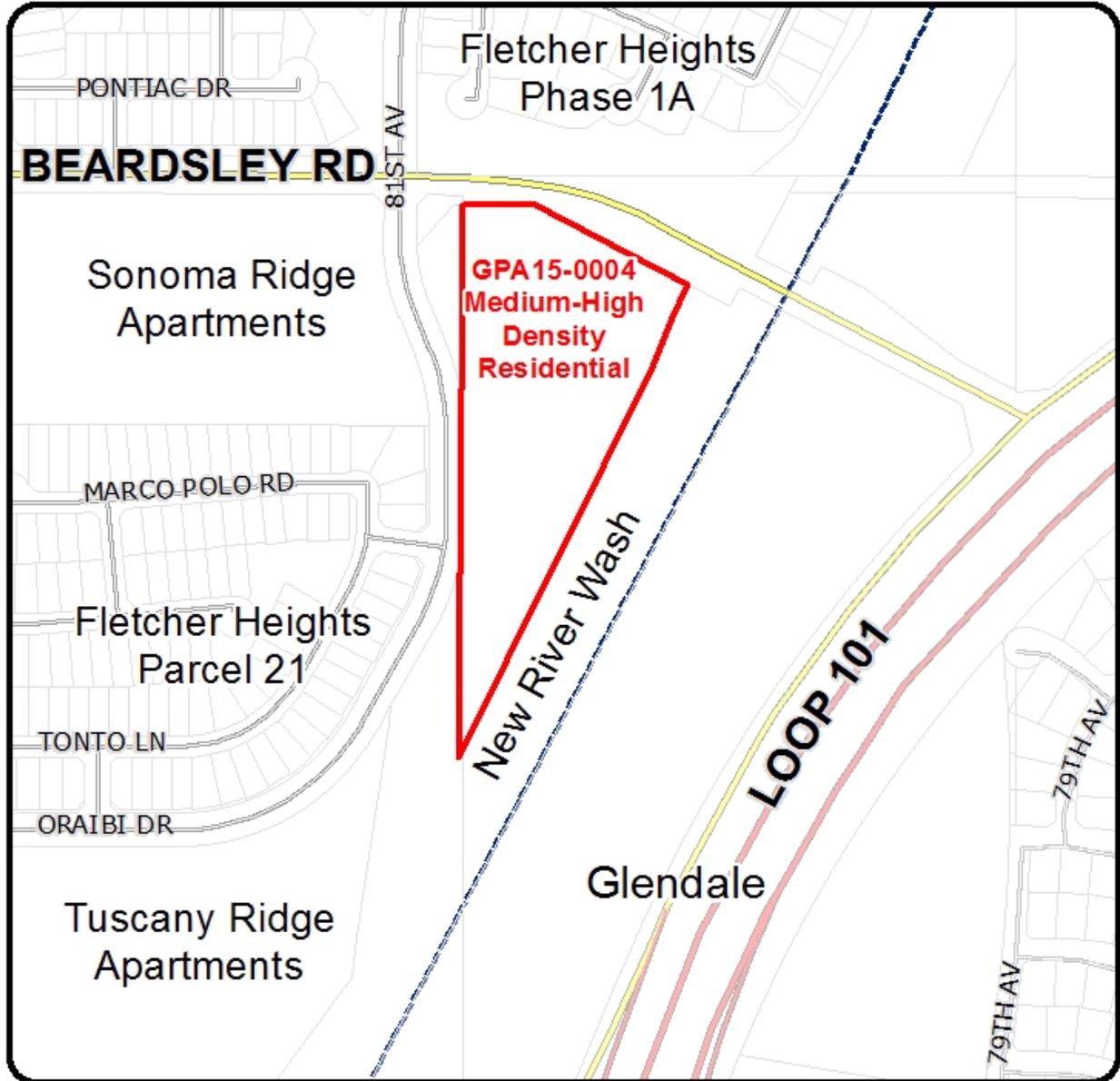


EXHIBIT A2



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 19R

**Date Prepared: December 17, 2015**

**Council Meeting Date: January 19, 2015**

---

**TO:** Carl Swenson, City Manager

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

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

**SUBJECT:** Case Z15-0004 – Resort Lifestyle Communities  
Rezoning

---

**Purpose:**

This is a request for City Council to adopt an Ordinance rezoning approximately 14.9 acres of land located at the southeast corner of 81<sup>st</sup> Avenue and Beardsley Road from General Agricultural (AG), to the Resort Lifestyle Communities Planned Area Development (PAD) District. This case accompanies a proposed Minor General Plan Amendment (Case GPA15-0004).

*The City has received written correspondence in opposition to this case. On December 3, 2015, the Planning & Zoning Commission unanimously recommended approval of this request. There were no speakers present.*

**Background/Summary:**

The applicant, Earl, Curley & Lagarde representing Resort Lifestyle Communities is proposing to develop a 14.9-acre site located at the southeast corner of 81<sup>st</sup> Avenue and Beardsley Road into a multi-family senior independent residential facility consisting of up to 130 units (8.72 dwelling units per acre). In this request, the applicant is seeking to rezone the site from General Agricultural (AG) to a residential Planned Area Development (PAD) known as Resort Lifestyle Communities. Also on the agenda is an accompanying Minor General Plan Amendment case to re-designate the site to Medium-High Density Residential on the General Plan Land Use Map.

In 2010, the Mayor and City Council adopted Ordinance 2010-20, thereby annexing the subject property. Later, through the initial zoning process, the property was rezoned to General Agricultural (AG).

### General Plan Conformance

The rezoning request does not currently conform to the existing General Plan Land Use designation of High Density Residential (15+ du/ac, target of 18 du/ac). Therefore, the applicant has filed a Minor General Plan Amendment request (Case GPA15-0004) that is being processed simultaneously with this request. In the aforementioned case, staff provided an analysis of the request (Exhibit 2). Staff is recommending that the Peoria City Council approve the change in designation of the site from High Density Residential (15+ du/ac, target of 18 du/ac) to Medium-High Density Residential (8-15 du/ac, target of 12 du/ac) through the related Minor General Plan Amendment case.

In the aforementioned analysis, staff found that the amendment is consistent with the residential context identified in the General Plan for this site and provides for a logical transition between the High Density Residential (15+ du/ac, target of 18 du/ac), and Low Density Residential (2-5 du/ac, target of 3 du/ac) on surrounding parcels.

### Analysis of Request

The proposed development would contain 4.3 acres of useable open space (approximately 29% of the site will be useable open space which is 650% over the required amount). The aforementioned open space occurs within the New River Wash and incorporates the City maintained trail within the wash. The facility also proposes an array of amenities within the facility. Those amenities include a bistro, a coffee shop, formal & casual dining options, a pharmacy, a bank, a stadium seating theater, a hair salon/barber shop, a health and fitness center, a spa, a communication center, a game room/arcade, a gift shop, and a library. The facility will also provide transit services to the residents. The abundance of open space as well as the amenities to be provided within the facility provide for a use that will not place a burden on existing City facilities.

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

### Public Participation

As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting (Exhibit E of the staff report contained within Exhibit 2). The applicant notified all property owners within 600 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on June 10, 2015 at Sunrise Mountain Library at 6:00 pm. Six (6) neighborhood residents were in attendance. The Vice Mayor's Assistant was also in attendance.

Inquiries from neighborhood residents included the number of people that would live in the facility, traffic impacts, security on-site, noise that will be generated, height of the building, and placement. The applicant stated that approximately 130-260 residents would occupy the facility

### Council Communication

depending on how many units would be double occupancies. As a result of the neighborhood meeting in order to prevent traffic conflicts with the single family neighborhood off of Marco Polo Road the entrance to the facility was moved north of Marco Polo Road so that there is no longer a traffic conflict. It was stated that the facility is staffed 24 hours a day which should address any concerns regarding security of the site. Since the primary activities on site will occur within the building and the trash enclosures are in the back of the facility (in-between the wash and the facility), noise generation from the typical operation of the site is not anticipated. The height at the center of the building will be fifty-one (51) feet. The remainder of the building will be forty-five (45) feet in height. With respect to the inquiry of repositioning the building so that it is further east; additional review determined that this is not feasible due to the proximity to the floodplain and the configuration of the parcel.

Two days prior to the Planning and Zoning Commission meeting a letter of opposition was received (Exhibit 4) citing that the property would be better suited as a park or a park-and-ride. The opposition also cited concerns about parking resulting from the development of the site. An additional letter of opposition (Exhibit 4) was emailed to staff during the Planning and Zoning Commission meeting identifying concerns regarding construction noise, the destruction of desert, limitation of views, as well as increased traffic.

#### Peoria Unified School District (PUSD)

Due to the nature of the facility and its residents, no correspondence from the school district was necessary.

#### **Previous Actions:**

This proposal has been subject to the City's rezoning process. A public hearing was held for this item at the December 3, 2015 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request with a **5-0** vote.

A public hearing was held at the same meeting for the related General Plan Amendment application (GPA15-0004) for the Resort Lifestyle Communities development. The Planning & Zoning Commission also unanimously recommended approval of this request with a **5-0** vote. There were no speakers present on either item.

**Options:**

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

**Staff Recommendation:**

Staff recommends the City Council concur with the Planning & Zoning Commission's December 3, 2015 unanimous recommendation (5-0) to approve Case Z15-0004.

**Fiscal Analysis:**

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

**Narrative:**

If the City Council takes action to approve this case, the applicant may move forward with the development process through Site Plan review and approval.

**Exhibit(s)**

- Exhibit 1:** Vicinity Map
- Exhibit 2:** December 3, 2015 Planning and Zoning Commission Staff Report with Exhibits
- Exhibit 3:** Draft Ordinance
- Exhibit 4:** Letters of Opposition

**Contact Name and Number:** Cody Gleason, Planner 623-773-7645

**Exhibit 1**  
**Vicinity Map**

# Vicinity Map



## Z15-0004 Resort Lifestyle Communities

Applicant: Earl, Curley & Lagarde, P.C.

Request: The applicant is requesting to rezone approximately 14.9 acres from General Agricultural (AG) to Planned Area Development (PAD) to allow for the development of a 130 unit senior independent living facility.

Location: Southeast corner of 81st Avenue and Beardsley Road.



Not to Scale

# Exhibit 1



ORDINANCE NO 2016-03

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ZONING PROPERTY FROM GENERAL AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) DISTRICT FOR A DEVELOPMENT KNOWN AS RESORT LIFESTYLE COMMUNITIES; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on December 3, 2015 in zoning case Z15-0004 in the manner prescribed by law for the purpose of considering an amendment to the zoning district boundaries of property within the City of Peoria, Arizona to provide for rezoning of a parcel of land as described below from General Agricultural (AG) to the Resort Lifestyle Communities Planned Area Development (PAD) zoning district as provided in Section 14-33 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on November 13, 2015; and

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

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

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

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

1. The development shall substantially conform to the "Resort Lifestyle Communities PAD" Narrative and Standards and Guidelines report dated November 3, 2015 and Conceptual Plans (Site Plan & Elevations) included in the standards and guidelines report presented to the Planning and Zoning Commission on December 3, 2015.

2. The development shall be limited to a maximum of 130 units.
3. Modifications to the development standards have been made as a result of the amenity package identified under the Accessory Use listings within the PAD as well as the car/shuttle services that are to be provided to residents as stated within the Parking section of the PAD. The elimination of the car/shuttle service provided by the facility or the substantial modification/elimination of the Accessory Use listing shall constitute a major change to the PAD and shall require a major PAD amendment. Such an amendment would require the justification of allowances to the development standards especially as it relates to minimum parking requirements.
4. The owner shall comply with the Federal Fair Housing Act for purposes of creating an age restricted community.
5. Provide an ALTA Survey to reflect existing boundary and recorded easements on the site.
6. A Final Drainage Report must be submitted with the improvement plans.
  - Note that the City of Peoria has adopted the Maricopa County Uniform Drainage Design Standards, Policies and Procedures and Drainage Design Manual for Maricopa County for drainage criteria. Retention must be provided for the 100-year, 2-hour storm.
  - Provide a drainage report addressing onsite & offsite flows. The drainage report shall take into effect the adjacent drainage ways.
  - If utilized, all Drywells must be registered with the Arizona Department of Environmental Quality and drilling logs shall be provided to the City. The percolation rate shall be tested and the results provided to the City before the drywell is accepted.
  - On-site basins shall be provided to retain/detain 100% of the 100-year, 2-hour storm event for the sub-basin it serves. The volume shall be calculated based on the gross square footage of the developable site (including half-street areas). A drainage easement shall be recorded over each retention/detention area within the project for both "public" and "private" basins.
7. New River Water Company is being acquired by the City of Peoria. The City of Peoria Utilities Division must approve the utility plans prior to construction permits being issued.

Ordinance No. 2016-03  
January 19, 2016

8. A final water network analysis and final sewer report will be required for final design approval.
9. In order for the City to issue a "Will Serve Letter" the Developer shall submit the water and sewer reports and the Approval to Construct (ATC) form with an original signature by the owner. The current ATC forms are available at <http://www.maricopa.gov/EnvSvc/WaterWaste/Subdivisions/Downloads.aspx>
10. The Developer will provide Grease/Grit interceptor for the kitchen facilities.
11. The Developer will be responsible to underground any overhead utilities rated less than 69 kV, which are adjacent to the subdivision.
12. The Developer is responsible for providing an Agreement to Install Improvement for the public improvements required by the development with an accompanying financial assurance for subdivision improvements in accordance with City of Peoria's requirements.
13. The Developer is responsible for verifying visibility and sight distance triangles for intersections, driveways, and grade separations.
14. All flood plains must be shown on the Final Plat.
15. No structure shall be constructed within the limits of the FEMA designated flood plain.
16. Any modification to existing flood plain shall be pre-approved by FEMA through the City of Peoria Engineering Department.
17. The Development is responsible for complying with the Phase 2 AZPDES Storm Water Pollution Prevention criteria. This includes, but is not limited to, runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the Engineering Department with the improvement plans in accordance with the SWPPP checklist.
18. The Developer shall dedicate an 8' PUE along the Beardsley ROW. No walls, retention, or trees shall be allowed within the PUE.
19. A CAD disk, conforming to the requirements of Chapter 7 of the City's Infrastructure Design Guide, must be submitted with the first submittal of the improvement plans.
20. All necessary easements may be dedicated either by separate instrument or by Final Plat. The separate instruments or Final Plat shall be approved prior to permits being issued for the site.

Ordinance No. 2016-03  
January 19, 2016

21. The Site Plan application shall illustrate the proposed easement for the existing Ramadas.

22. Trash containers shall be provided at a rate of one container per 22 units.

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

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

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 19<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Kemp, City Attorney

Published in: Peoria Times  
Pub. Dates: January 29, 2016  
Effective Date:

**EXHIBIT A**  
**Legal Description**

**EXHIBIT 'A'**

**LEGAL DESCRIPTION**  
**FLETCHER HEIGHTS REZONE BOUNDARY**

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

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 26, BEING MARKED BY A CITY OF PEORIA BRASS CAP FLUSH, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 26, BEING MARKED BY A BUREAU OF LAND MANAGEMENT BRASS CAP FLUSH, BEARS SOUTH 89°52'21" EAST, A DISTANCE OF 2643.50 FEET;

**THENCE** SOUTH 89°52'21" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1321.75 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26;

**THENCE** SOUTH 00°00'15" WEST, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 22.03 FEET TO THE APPROXIMATE CENTERLINE OF THE BEARDSLEY CONNECTOR ROAD, ACCORDING TO DOCUMENT NO. 2009-1181908, MARICOPA COUNTY RECORDS, SAID POINT BEING THE **POINT OF BEGINNING** AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 03°44'49" EAST, A RADIAL DISTANCE OF 1300.00 FEET;

**THENCE** EASTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°47'30", AN ARC DISTANCE OF 154.10 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 655.00 FEET;

**THENCE** SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°45'50", AN ARC DISTANCE OF 283.10 FEET;

**THENCE** SOUTH 62°11'30" EAST, A DISTANCE OF 398.03 FEET TO A POINT ON THE EAST LINE OF ORDINANCE NO. 2010-08, ACCORDING TO DOCUMENT NO. 2010-0401717, MARICOPA COUNTY RECORDS;

**THENCE** SOUTH 27°48'30" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1665.49 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF;

**THENCE** NORTH 00°00'15" EAST, ALONG SAID WEST LINE, A DISTANCE OF 928.50 FEET;

**EXHIBIT A**  
**Legal Description (continued)**

PAGE 2 OF 2

**THENCE** NORTH 89°59'45" WEST, A DISTANCE OF 40.00 FEET TO THE CENTERLINE OF 81<sup>ST</sup> AVENUE,  
ACCORDING TO BOOK 583 OF MAPS, PAGE 20, MARICOPA COUNTY RECORDS;

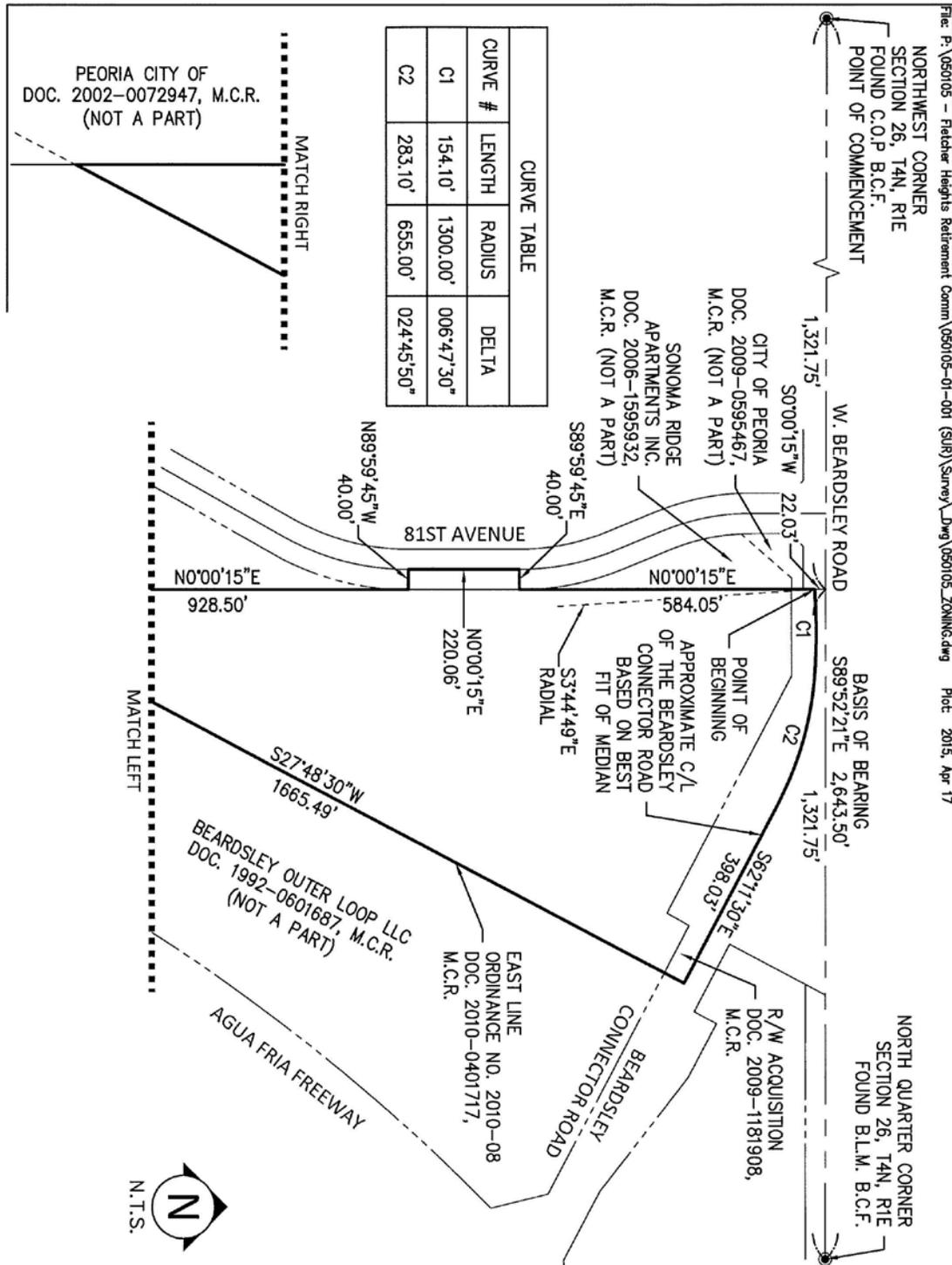
**THENCE** NORTH 00°00'15" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 220.06 FEET;

**THENCE** SOUTH 89°59'45" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF SAID  
EAST HALF;

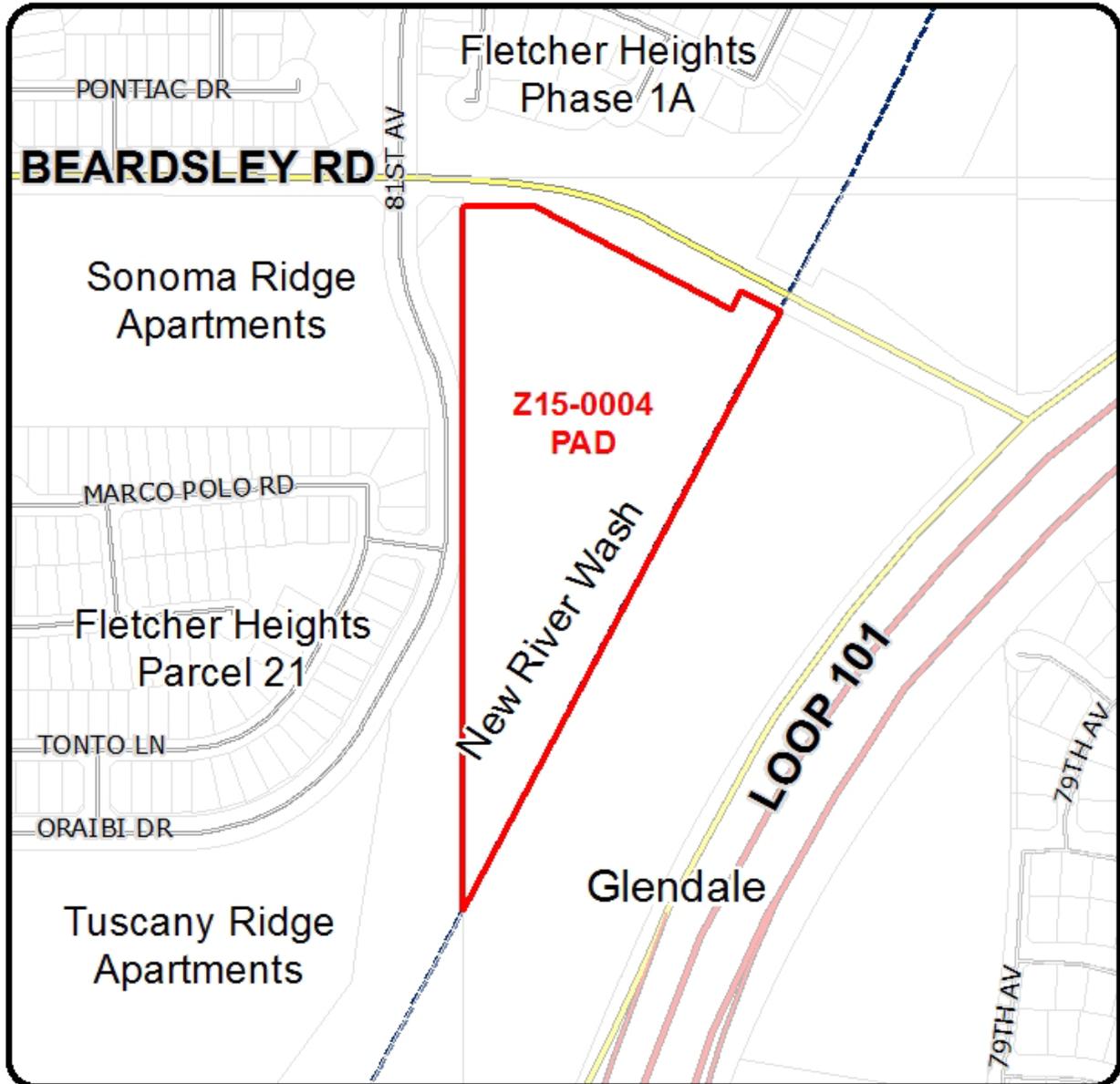
**THENCE** NORTH 00°00'15" EAST, ALONG SAID WEST LINE, A DISTANCE OF 584.05 FEET TO THE **POINT OF  
BEGINNING.**

CONTAINING 717,236 SQUARE FEET OR 16.4655 ACRES, MORE OR LESS.

### EXHIBIT A Legal Description (continued)



**EXHIBIT B**



**Exhibit 4**  
**Letters of Opposition**

**From:** [REDACTED]  
**To:** [Cody Gleason](#)  
**Subject:** Rezone application  
**Date:** Tuesday, December 01, 2015 8:44:36 AM

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We own in the Fletcher Height Moonlight sub at 83rd and Beardsley and would like to request a denial of any request to rezone the property at SEC 81st Ave. & Beardsley Road. That lot would better serve the community as a park, and park & ride, with direct access to 101, both directions. We especially do not need a 3 story complex there. We have already experienced parking issues with people parking in our sub and going to work with others that do not live in our sub. This structure will only compound the parking issues we already have, along with the invasion on the New River Trail that runs adjacent to the proposed structure.

In a nutshell, I suggest a no vote on the rezoning with the proposal of a small park with a parking lot for commuters. The closest one is at least 8 miles away. Your council needs more work on carpooling to reduce the congestion on your highways all day long.

The reason for this email is, we are snow birds and are back home for the holidays. Just an FYI, we have owned our home there since 2003.

--

Dennis L. Gerlach

**From:** [REDACTED]  
**To:** [Cody Gleason](#)  
**Subject:** GPA15-0004 and Z15-0004  
**Date:** Thursday, December 03, 2015 6:26:47 PM

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To Whom it May Concern,

I am writing in reference to a zoning hearing that is being held tonight (Dec. 3rd, 2015) for GPA14-0004 and Z15-0004. It is in reference to the rezoning that is proposed at 81st Ave and Beardsley. I was going to attend the hearing tonight, but had to change plans last minute. I thought I would send this email instead in hopes that it would still be considered when making a decision.

I am a resident in the neighborhood directly west of the site location. I have great concern for the proposed changes to accommodate a senior living center. I am fully against it happening at all. Please keep the residents of this neighborhood in mind when making a decision. It will put a great burden on us!

My first concern has to do with the amount of construction noise and inconvenience that will take place for the many months while it is being built. I have small children who will be disrupted while sleeping and playing outside. It will restrict my access to their school and to the freeway. There will be trucks and people coming and going all through my neighborhood for many months which will be a great burden to my family.

My second concern is the request to rezone 14.9 acres from General Agricultural (AG) to a Planned Area Development (PAD). I can't believe that this beautiful natural desert landscape would be destroyed to make a parking lot! It is horrible to think of the loss of agriculture for pavement. I have a beautiful view of this landscape outside of my house that I don't want to be ruined or blocked. One of the advantages of living in my house is the unrestricted view I enjoy behind my house. I also know the city needs to keep a certain portion of land designated for agriculture and I think that these 14.9 acres should be part of that.

Another concern I have has to do with the amount of traffic that will increase in my small little neighborhood. I don't think the street or area is big enough to handle the increase in traffic. I also don't want the only exit out of my neighborhood to be busy or to end up with a stop light in it. I'm worried about my kids safety as they walk and play outside. I'm also displeased to hear that a shuttle bus will be running 18 hours a day. That will be so much noise and traffic all throughout the day and night. There will also be staff coming and going at all times during the day which will also increase the noise and make the street busier. I think this will make getting in and out of my neighborhood and being comfortable while at home so much more difficult.

I'm also concerned about the sheer size of the building being proposed at 3 stories high. The tallest apartment around the site is only 2 stories high. The neighborhood I live in is all 1 story houses. The height and size of the building will over-power all the other houses and apartments in the area. It is just too big for the neighborhood! I purchased this house because of the 1 story houses and the openness of the agriculture behind it. I encourage you to drive around my neighborhood and look at the proposed site to see for yourself. You will notice that this building is too big for the size and that the street can't accommodate the increased traffic and people.

Thank you for your time and consideration in this matter. I hope you keep in mind the many residents who have lived here for years before the self-interests of those who are making money from this. There can be considerations on both sides and I hope you take a fair and balanced approach to your decision.

Sincerely,  
Natalie



# City Council Calendar

Color Key:  
City Council

< December	<b>January 2016</b>					February >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	<b>5</b> <a href="#">Special City Council Meeting</a>  <a href="#">Regular City Council Meeting</a>	6	7	8	9
10	11	<b>12</b> <a href="#">Special City Council Meeting</a>	13	14	15	16
17	<b>18</b> Martin Luther King Day Holiday - City Hall Closed	<b>19</b> <a href="#">City Council Meeting</a>  <a href="#">Special City Council Meeting &amp; Study Session</a>	20	21	22	23
24	25	26	27	28	29	30
31						



# City Council Calendar

Color Key:  
City Council

< January	February 2016					March >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	<b>2</b> <a href="#">Special City Council Meeting &amp; Study Session</a> <a href="#">City Council Meeting</a>	3	4	5	6
7	8	9	10	11	12	13
14	15	<b>16</b> <a href="#">City Council Meeting</a> <a href="#">Special City Council Meeting &amp; Study Session</a>	17	18	19	20
21	22	23	24	25	26	27
28	29					

**CITY OF PEORIA, ARIZONA  
CITY MANAGER REPORT**

Agenda Item: RCM 21A

Date Prepared: January 5, 2016

Council Meeting Date: January 19, 2016

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**TO:** Carl Swenson, City Manager  
**FROM:** John R. Sefton Jr., Community Services Director  
**THROUGH:** Susan Daluddung, Deputy City Manager  
**SUBJECT:** Neighborhood ParkFest! Series

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**Summary:**

Community Services, Neighborhood Resources, and Public Safety are set to engage Peoria neighborhoods with free, fun, entertaining and informative activities. Peoria's **ParkFest!** events are continuing into year three and are designed to connect with the community by introducing neighbors while providing information about city services, through a unique and creative festival atmosphere.

**ParkFest! @ Parkridge Park**, 9734 W. Beardsley Rd., will be held on **Saturday, January 30, from 11a-2p**. This event will feature interactive inflatables and games, live music, face painting and a bike rodeo sponsored by the Peoria Police Department. The carnival format will feature live music and interactive music activities from the Music Bus and more. As with all **ParkFest!** events, food and drinks will be provided, while supplies last.

**Exhibit(s):** Flyer

**Contact Name and Number:** Bill Moss (623)773-7133

# ParkFest!

**Saturday, Jan 30th, 11 a.m. to 2 p.m.**

**Parkridge Park, 9734 W. Beardsley Rd.**

**Live Entertainment, Kids Activities, Inflatables, Games, Food & MORE!**



**City of Peoria**  
COMMUNITY SERVICES

For more information, call 623.773.7137  
or visit [www.peoriaaz.gov/specialevents](http://www.peoriaaz.gov/specialevents)