



MUNICIPAL OFFICE COMPLEX
8401 W. MONROE STREET
PEORIA, AZ 85345

**CITY COUNCIL REGULAR MEETING
NOTICE & AGENDA
Tuesday, March 22, 2011
7:00 PM
CITY COUNCIL CHAMBER**

CITY COUNCIL:

Mayor

Bob Barrett

Mesquite District

Cathy Carlat, Vice Mayor

Acacia District

Tony Rivero

Ironwood District

Dave Pearson

Palo Verde District

Ron Aames

Pine District

Carlo Leone

Willow District

Joan Evans

City Manager

Carl Swenson

CONVENE:

PLEDGE:

ROLL CALL:

**FINAL CALL TO SUBMIT SPEAKER REQUEST
FORMS:**

PRESENTATION:

1. Honeywell Fiesta Bowl Aerospace Challenge Competition
2. Presentation from Ivan Johnson of Cox Communications on Community Initiatives
3. Award Presentation from Katrina Eaton of the United Blood Services to the City of Peoria

CONSENT AGENDA

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

CONSENT – New Business:

1C Disposition of Absence

Discussion and possible action to excuse the absence of Vice Mayor Cathy Carlat from the Special Meeting held at 5:00 p.m. on March 1, 2011.

2C Minutes

Discussion and possible action to approve the minutes of:
February 1, 2011 Special Meeting
February 15, 2011 Special Meeting
February 15, 2011 Regular Meeting
March 1, 2011 Special Meeting

3C Code Amendment, Chapter 14, Hillside Development Standards, Hillside Development Overlay District

Discussion and possible action to adopt **ORD. 2011-08** amending Chapter 14 of the Peoria City Code (1977 Edition) amending Article 14-22A pertaining to distribution of hillside disturbance.

4C Initial Zoning, 81st Avenue and Beardsley Road

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation to adopt **ORD. 2011-11** to establish initial zoning on a recently annexed 16.4 acre property generally located at the southeast corner of 81st Avenue and Beardsley Road, thereby changing the zoning on the property from City of Glendale Agricultural (A-1) to City of Peoria General Agricultural (AG).

5C Grant, Library Services and Technology Act, State Library Archives and Public Records Agency, Main Library Supplies

Discussion and possible action to approve staff to apply for two Library Services and Technology Act (LSTA) grants administered by the State Library, Archives and Public Records Agency for library supplies at the Main Library.

6C Contract Amendment, Entellus, Inc., Westbrook Village Storm Drain Improvements, 87th Avenue and Beardsley Road and 87th Avenue and Lake Pleasant Parkway

Discussion and possible action to approve Contract Amendment No. 8 to Entellus, Inc. in the amount of \$3,570 to convert the as-built drawings to the City's updated format for the Westbrook Village Storm Drain Improvements Project; Basin Modifications to Lake Pleasant Basin located at 87th Avenue and Lake Pleasant Parkway and Fletcher Heights Basin located at 87th Avenue and Beardsley Road.

7C Request for Proposal, Osage West, LLC, Sports Complex Redevelopment, Peorian at the Sports Center Retail District Project

Discussion and possible action to authorize the City Manager to approve proposal P11-0039 for Osage West, LLC and the Sports Complex redevelopment opportunity.

8C Exclusive Negotiating Agreement, Osage West, LLC Peorian at the Sports Center Retail District Project

Discussion and possible action to authorize the City Manager to enter into an Exclusive Negotiating Agreement with Osage West, LLC on the Peorian at the Sports Center Retail District Project.

9C Deeds and Easements, Various Locations

Discussion and possible action to adopt **RES. 2011-25** accepting deeds and easements for various real property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office.

10C Multi-Modal Transportation Plan

Discussion and possible action to adopt **RES. 2011-26** establishing the Multi-Modal Transportation Plan as the City's guiding document for future transit services within Peoria.

REGULAR AGENDA

NEW BUSINESS

11R Public Hearing-Liquor License, Various Locations

PUBLIC HEARING: RE: a) a New Restaurant Liquor License (Series 12) for Yu's Chinese Express, located at 13686 N. 75th Avenue, Ellen T. Yu, Applicant, LL#20001765; and b) a Person Transfer for an On-Sale All Liquor License (Series 06) for Funugyz, located at 8378 W. Thunderbird Road #B101-B104, John D. Bakke, Applicant, LL#20001445.

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

COUNCIL ACTION: Discussion and possible action to recommend approval to the State Liquor Board for a) a New Restaurant Liquor License (Series 12) for Yu's Chinese Express, located at 13686 N. 75th Avenue, Ellen T. Yu, Applicant, LL#20001765; and b) a Person Transfer for an On-Sale All Liquor License (Series 06) for Funugyz, located at 8378 W. Thunderbird Road #B101-B104, John D. Bakke, Applicant, LL#20001445.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

Your comments pertaining to City Council business are welcome. However, 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 the City Manager:

1. Council Calendar
2. Reports with Presentation
3. Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)
 - a. River and Trail Clean Up
 - b. Peoria Pioneer Days Parade and Family Picnic
 - c. City Hall Café
 - d. Distinguished Budget Presentation Award
 - e. Arizona Department of Revenue

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, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Room 150, Peoria, Arizona 85345 (623)773-7340, TDD (623)773-7221, or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

**CITY OF PEORIA, ARIZONA
REPORT**

PRESENTATION #: 1

Date Prepared: March 1, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager

THROUGH:

FROM: Bob Barrett, Mayor

PREPARED BY: Tony Staffaroni, Council Assistant

SUBJECT: **Honeywell Fiesta Bowl Aerospace Challenge Competition presentation by Coyote Hills Elementary School students**

SUMMARY: Deb Jones, an 8th grade science teacher at Coyote Hills Elementary School coached 2 teams that went to the state finals in this year's Aerospace Challenge, with one of the team's winning the state championship. The winning team will give a short presentation of their winning entry and Council will recognize both teams and Ms. Jones for their outstanding work in this year's competition.

ATTACHMENT:

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
February 1, 2011

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 4:00 p.m.

Following a moment of silence, Councilmember Pearson led the Pledge of Allegiance.

Members Present: Mayor Bob Barrett; Councilmembers Ron Aames, Joan Evans, Carlo Leone, and Dave Pearson.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Susan Thorpe, Deputy City Manager; Steve Burg, Assistant City Attorney; Claudia Luján, City Manager's Office; Wanda Nelson, City Clerk; Brent Mattingly, Bill Mattingly, Wynette Reed, Rocky Smith, Jeff Tyne, Glen Van Nimwegen, Scott Whyte.

Audience: Approximately 25 members of the public were present.

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

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

Discussion ensued regarding the procedure for removing items from the Consent Agenda.

Motion was made by Councilmember Aames, seconded by Councilmember Leone, to suspend the rules to allow for discussion of items pulled from the Consent Agenda for separate consideration.

Upon vote, the motion carried unanimously 5 to 0.

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

Councilmember Pearson requested that Agenda Items 3C, 4C, and 5C be removed from the Consent Agenda.

Motion was made by Councilmember Aames, seconded by Councilmember Leone, to approve the Consent Agenda with the exception of Agenda Items 3C, 4C, and 5C. Upon vote, the motion carried unanimously 5 to 0.

Vice Mayor Carlat and Councilmember Rivero arrived.

CONSENT – New Business:

1C Annexation, Right of Way, 83rd Avenue, Deer Valley Road to Calle Lejos

ORDINANCE NO. 2011-06

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.

Adopted **ORD. 2011-06** approving the annexation of 83rd Avenue north of Deer Valley Road to Calle Lejos.

2C Convert Channel 11 Contractual Positions to Fixed-Term Employees

Approved the transfer of four existing budgeted part-time Channel 11 temporary employees to part-time fixed-term employment status, not to exceed three years.

3C Contract, Osage West, LLC, North Peoria Municipal Airport/Airpark Project

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

At the request of Councilmember Pearson, Scott Whyte, Economic Development Director, explained the business structure of Osage West, LLC.

Motion was made by Vice Mayor Carlat, seconded by Councilmember Aames, to approve the Contract, Osage West, LLC North Peoria Municipal Airport/Airpark Project.

Upon vote, the motion carried unanimously 7 to 0.

4C Fiscal Year 2011 Mid-Year Budget Reductions and Voluntary Severance Program

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

At the request of Councilmember Pearson, Jeff Tyne, Finance Director, and Wynette Reed, Human Resources Director, provided an overview of the fiscal year 2011 mid-year budget reductions and voluntary severance program.

Discussion ensued regarding the amount of the mid-year budget reductions, voluntary severances offered, revenues since 2008, and eliminated positions.

Motion was made by Councilmember Evans, seconded by Vice Mayor Carlat, to approve the Fiscal Year 2011 Mid-Year Budget Reductions and Voluntary Severance Program.

Upon vote, the motion carried unanimously 7 to 0.

5C Establish 401(a) Money Purchase Plan with International City Management Association Retirement Corporation for City of Peoria Police Supervisors

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

RESOLUTION NO. 2011-03A

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE EXECUTION OF AN ADOPTION AGREEMENT WITH INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION (ICMA-RC) PROVIDING FOR THE ESTABLISHMENT OF A 401(a) MONEY PURCHASE RETIREMENT PLAN FOR THE CITY OF PEORIA POLICE SUPERVISORS (COPPS) AND AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN TRUST DOCUMENTS ON BEHALF OF THE CITY FOR THE ADMINISTRATION OF THE PLAN.

At the request of Councilmember Pearson, Ms. Reed provided an overview of the proposed 401(a) Money Purchase Retirement Plan.

Discussion ensued regarding the difference between this 401(a) Plan and the plan presently being offered.

Motion was made by Councilmember Aames, seconded by Vice Mayor Carlat, to adopt **RES. NO. 2011-03A** to establish 401(a) Money Purchase Plan with International City Management Association Retirement Corporation for City of Peoria Police Supervisors.

Upon vote, the motion carried unanimously 7 to 0.

6C Maintenance Improvement District No. 1048, Vistancia Parcel G2, 138th Avenue and Lone Mountain Road

RESOLUTION NO. 2011-11

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. 1048, VISTANCIA PARCEL G2, 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.

RESOLUTION NO. 2011-12

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. 1048, VISTANCIA PARCEL G2; 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.

Approved the Petition for Formation and adopted **RES. 2011-11** intention and ordering formation of proposed Maintenance Improvement District No. 1048, Vistancia Parcel G2, located on 138th Avenue and Lone Mountain Road; and adopted **RES. 2011-12** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

7C Maintenance Improvement District No. 1108, Vistancia Parcel C12, Vistancia Boulevard and Trilogy Boulevard

RESOLUTION NO. 2011-13

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. 1108, VISTANCIA PARCEL C12, 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.

RESOLUTION NO. 2011- 14

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. 1108, VISTANCIA PARCEL C12; 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.

Approved the Petition for Formation and adopted **RES. 2011-13** intention and ordering formation of proposed Maintenance Improvement District No. 1108, Vistancia Parcel C12, located at Vistancia Boulevard and Trilogy Boulevard; and adopted **RES. 2011-14** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

8C Maintenance Improvement District No. 1116, Vistancia Bathen, Dixileta Parkway and Trilogy Boulevard

RESOLUTION NO. 2011-15

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1116, VISTANCIA BATHEN; 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.

RESOLUTION NO. 2011-16

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. 1116, VISTANCIA BATHEN; 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.

Approved the Petition for Formation and adopted **RES. 2011-15** intention and ordering formation of proposed Maintenance Improvement District No. 1116, Vistancia Bathen, located at Dixileta Parkway and west of Trilogy Boulevard; and adopted **RES. 2011-16** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

9C Street Light Improvement District No. 1017, Vistancia Parcel G2, 138th Avenue and Lone Mountain Road

RESOLUTION NO. 2011- 17

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. 1017, VISTANCIA PARCEL G2; 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.

RESOLUTION NO. 2011-18

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. 1017, VISTANCIA PARCEL G2, 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.

Approved the Petition for Formation, and adopted **RES. 2011-17** of Intention and ordering formation of proposed Street Light Improvement District No. 1017, Vistancia Parcel G2, located at 138th Avenue and Lone Mountain Road; and adopted **RES. 2011-18** ordering the purchase of electricity for lighting streets and parks within the proposed Street Light Improvement District and declaring an emergency.

10C Final Plat of Vistancia North Phase III Parcel F1, Vistancia Boulevard and Westland Road

Approved a Final Plat of Vistancia North Phase III Parcel F1, located on Westland Road west of Vistancia Boulevard, subject to stipulations.

11C Final Plat of Vistancia North Phase III Parcel F5, Vistancia Boulevard and Westland Road

Approved a Final Plat of Vistancia North Phase III Parcel F5, located on Westland Road west of Vistancia Boulevard, subject to stipulations.

12C Authorization to Hold an Executive Session

Authorized the holding of an Executive Session for the purposes of:

- a) Discussion and consultation with City Staff and the City Attorney pursuant to A.R.S. § 38-431.03(A)(7) regarding negotiations for the possible acquisition of an assignable purchase option to acquire real property known as Peoria Place generally located at the southeast corner of Monroe Street and 83rd Avenue for the purpose of developing a residential university campus.
- b) Discussion and consultation with City Staff and the City Attorney pursuant to A.R.S. § 38-431.03(A)(7) regarding the possible assignment and amendment of existing ground leases for city-owned property located in the vicinity of 75th Avenue and Paradise Lane and 91st Avenue and Thunderbird Road (inside the Rio Vista Recreation Center).
- c) Discussion and consultation with City Staff and the City Attorney pursuant to A.R.S. § 38-431.03(A)(4) regarding proposed condemnation of property located in the vicinity of the intersection of Grand Avenue and Peoria Avenue to eliminate a public nuisance.
- d) Discussion and consultation with City Staff and the City Attorney pursuant to A.R.S. § 38-431.03(A)(5) pertaining to contract negotiations with the United Phoenix Fire Fighters Association Local 493 (PFFA).
- e) Discussion and consultation with City Staff and the City Attorney pursuant to A.R.S. § 38-431.03(A)(5) pertaining to contract negotiations with the American Federal of State, County, and Municipal Employees Local 3282 (AFSCME).

ADJOURNMENT:

Being no further business to come before Council on the Consent Agenda, Mayor Barrett adjourned the Special Meeting at 4:31 p.m.

STUDY SESSION AGENDA

Mayor Barrett convened the **Study Session Meeting** of the City Council of the City of Peoria, Arizona at 8401 West Monroe Street in open and public session at 4:31 p.m.

Members Present: Mayor Bob Barrett; Vice Cathy Carlat; Councilmembers Ron Aames, Joan Evans, Carlo Leone, Dave Pearson, and Tony Rivero.

Subjects for Discussion Only:

1. Neighborhood Livability Team Progress Report.

Susan Thorpe, Deputy City Manager, provided an update on activities that fall within two of Council's goals: community building, and enhancing current services. A discussion ensued with presentations from Bill Mattingly, Public Works Director, Rocky Smith, Interim Police Chief, and Glen Van Nimwegen, Planning and Community Development Director, regarding community policing, the Desert Sustainability Project, District 30 Projects, Old Town, and 109th and Manzanita.

2. Code Amendment, Pawnshop, Consignment Shops, Second Hand Dealers.

Clark Collier, Police Lieutenant, and Steve Burg, Assistant City Attorney, discussed possible code amendments regarding Pawnshops, Consignment Shops, and Second Hand Dealers as they related to recovery of stolen property and the sale of unlicensed gold and precious gems.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:49 p.m.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting and Study Session of the City Council of Peoria, Arizona held on the 1st day of February, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 22nd day of March, 2011.

(Seal)

Wanda Nelson, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
February 15, 2011

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

Members Present: Mayor Bob Barrett; Vice Mayor Cathy Carlat; Councilmembers Ron Aames, Joan Evans, Carlo Leone, Dave Pearson, and Tony Rivero.

Members Absent: None

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Bill Mattingly, Wynette Reed, Rocky Smith, Tom Solberg, Jeff Tyne, and Rhonda Geriminsky.

Audience: Approximately 2 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:

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 Evans, seconded by Councilmember Aames, to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

1C Authorization to Hold an Executive Session

Authorized the holding of an Executive Session for the purpose of:

- a) Discussion with Legal Counsel for legal advice pertaining to contract negotiations with the United Phoenix Fire Fighters Association Local 493 (PFFA). (Pursuant to A.R.S. § 38-431.03(A)(5);
- b) Discussion with Legal Counsel for legal advice pertaining to contract negotiations with the American Federal of State, County, and Municipal Employees Local 3282 (AFSCME). (Pursuant to A.R.S. § 38-431.03(A)(5);

- c) Discussion with Legal Counsel for legal advice pertaining to past-due water bills incurred by the Desert Harbor, et al. (Pursuant to A.R.S. § 38-431.03(A)(3))

ADJOURNMENT

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

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of Peoria, Arizona held on the 15th day of February, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 1st day of March, 2011.

(Seal)

Wanda Nelson, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
February 15, 2011

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 silence, Vice Mayor Carlat led the Pledge of Allegiance.

Members Present: Mayor Bob Barrett, Vice Mayor Cathy Carlat, Councilmembers, Ron Aames, Joan Evans, Carlo Leone, Dave Pearson, and Tony Rivero.

Members Absent: None

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; J.P. de la Montaigne, Andy Granger, John Imig, Bill Mattingly, Brent Mattingly, Wynette Reed, John Schell, Tom Solberg, Rocky Smith, Jeff Tyne, Glen Van Nimwegen, Sherine Zaya, Claudia Luján, and Rhonda Geriminsky.

Audience: Approximately 50 members of the public were present.

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

PROCLAMATION:

1. Proclamation to Paul Senseman

Mayor Barrett presented a Proclamation to Paul Senseman, Peoria citizen and retiring Deputy Chief of Staff for Governor Jan Brewer, and thanked him for his service to the City of Peoria in his capacity as Chief of Staff.

Mr. Senseman accepted the Proclamation and expressed appreciation to the Mayor and Council for their acknowledgment.

PRESENTATION:

1. U.S. Flag Presentation to the Mayor and City Council

Reed Webber, Sergeant and member of the Peoria Veterans Memorial Board, presented a flag to Mayor Barrett and the City Council for allowing an interim appointment on the Veterans Memorial Board while he was deployed to Afghanistan. The interim appointment allowed Mr. Reed to claim his position on the Board upon his return.

2. Presentation by Arizona Department of Transportation regarding High Occupancy Vehicle (HOV) Lanes on Loop 101

Sintra Hoffman, Arizona Department of Transportation, presented an overview of the Loop 101 High Occupancy Vehicle lane improvements.

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

1C Grant, Neighborhood Stabilization Program 3, U.S. Department of Housing and Urban Development

RESOLUTION 2011-19

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, TO ACCEPT AN AWARD IN THE AMOUNT OF \$1,198,780 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) TO ADMINISTER THE NEIGHBORHOOD STABILIZATION PROGRAM 3 GRANT.

- (a) Adopted **RES. 2011-19** authorizing the City Manager to accept a Neighborhood Stabilization Program 3 Grant in the amount of \$1,198,780 from the U.S. Department of Housing and Urban Development to be used by the Planning and Community Development Department to address foreclosed real estate conditions within Peoria; and
- (b) Approved a budget amendment in the amount of \$1,198,780 from the Proposed Grants Contingency Account to various accounts in the Neighborhood Stabilization Program 3 Grant Account.

2C Intergovernmental Agreement Amendment, State of Arizona, Traffic Signal Maintenance

Approved Amendment No. 2 to an existing Intergovernmental Agreement with the State of Arizona for maintenance of traffic signals along US 60 (Grand Avenue).

3C Investment Report for the Period Ended December 31, 2010

Accepted the Quarterly Investment Report for the period ended December 31, 2010.

4C Neighborhood Traffic Management Program, Various Locations

RESOLUTION NO. 2011-20

A RESOLUTION OF THE MAYOR AND THE COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AUTHORIZING THE ESTABLISHMENT OF A RESIDENTIAL TRAFFIC CONTROL AREA FOR THE CIBOLA VISTA ESTATES NEIGHBORHOOD (AREA BOUNDED BY BLACKHILL ROAD TO THE NORTH, 91ST DRIVE TO THE EAST, JOMAX ROAD TO THE SOUTH AND LAKE PLEASANT PARKWAY TO THE WEST).

RESOLUTION NO. 2011-21

A RESOLUTION OF THE MAYOR AND THE COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AUTHORIZING THE ESTABLISHMENT OF A RESIDENTIAL TRAFFIC CONTROL AREA FOR THE DESERT STAR NEIGHBORHOOD (AREA BOUNDED BY DEER VALLEY ROAD TO THE NORTH, 104TH DRIVE TO THE EAST, 1/4 MILE NORTH OF ROSE GARDEN LANE TO THE SOUTH AND 107TH AVENUE TO THE WEST).

RESOLUTION NO. 2011-22

A RESOLUTION OF THE MAYOR AND THE COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AUTHORIZING THE ESTABLISHMENT OF A RESIDENTIAL TRAFFIC CONTROL AREA FOR THE JOMAX RURAL NEIGHBORHOOD (AREA BOUNDED BY JOMAX ROAD TO THE NORTH, 91ST DRIVE TO THE EAST, HAPPY VALLEY ROAD TO THE SOUTH AND 95TH AVENUE TO THE WEST).

Adopted **RES. 2011-20** through **RES. 2011-22** to establish three additional Residential Traffic Control Areas for the Neighborhood Traffic Management Program (NTMP) as follows:

- Cibola Vista Estates - area bounded by Blackhill Road to the north, 91st Drive to the east, Jomax Road to the south and Lake Pleasant Parkway to the west;
- Desert Star - area bounded by Deer Valley Road to the north, 104th Drive to the east, 1/4 mile north of Rose Garden Lane to the south and 107th Avenue to the west; and
- Jomax Rural - area bounded by Jomax Road to the north, 91st Drive to the east, Happy Valley Road to the south and 95th Avenue to the west.

5C Final Plat, Lake Pleasant Pavilion North, Lot 6, Happy Valley Road and Lake Pleasant Parkway

Approved the Final Plat of Lot 6 of Lake Pleasant Pavilion North, located on Happy Valley Road and Lake Pleasant Parkway, subject to stipulations.

NEW BUSINESS

6R Confirmation, City Manager's Appointment of Police Chief

Carl Swenson, City Manager, introduced Roy W. Minter Jr. for selection of Police Chief and provided background on Chief Minter's professional experience and qualifications.

Discussion ensued regarding the Council's charge to confirm the City Manager's appointments and Council's involvement in Community Policing.

Councilmember Leone expressed his beliefs in hiring internal candidates for director positions and expressed concerns regarding the costs to hire a new police chief from outside the City.

Motion was made by Vice Mayor Carlat, seconded by Councilmember Evans, to confirm the City Manager's appointment of Police Chief, Roy Minter.

Upon vote, the motion carried 5 to 2, with Councilmembers Leone and Rivero voting "no".

7R PUBLIC HEARING - Annexation, Lake Pleasant Parkway and Pinnacle Peak Road

Staff Report/Public Comment:

Glen Van Nimwegen, Community Development Director, summarized a proposal to annex the privately-owned property and adjacent right-of-way located north of the intersection of Lake Pleasant Parkway and Pinnacle Peak Road (ANX 10-0270).

Discussion ensued regarding emergency operations in the event the property is not annexed.

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a proposed annexation of approximately 2.49 acres of privately-owned property and adjacent right-of-way located north of the intersection of Lake Pleasant Parkway and Pinnacle Peak Road (ANX 10-0270).

Having no further requests to address this item, Mayor Barrett declared the Public Hearing closed.

Council Action: No Council action required.

8R PUBLIC HEARING - Liquor License, Various Locations

Staff Report/Public Comment:

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

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on requests for the following:

- (a) A New Restaurant Liquor License (Series 12) for The Fleming's Prime Steakhouse 1304, located at 9712 W. Northern Avenue. Applicant, Amy S. Nations. LL#20001589;
- (b) A New Restaurant Liquor License (Series 12) for Sushi & Roll, located at 9940 W. Happy Valley Road Suite 1060. Applicant, Tina Roberts. LL#10018767;

- (c) A New Restaurant Liquor License (Series 12) for Rustica Café & Bar, located at 9780 W. Northern Avenue Suite 1110. Applicant, William M. Nasralla. LL#20001458; and
- (d) A New On-Sale Beer and Wine Liquor License (Series 07) for Cost Plus World Market, located at 7419 W. Bell Road. Applicant, Andrea D. Lewkowitz. LL#14676.

Having no requests from the public to address this item, Mayor Barrett declared the Public Hearing closed.

Council Action:

Motion was made by Councilmember Aames, seconded by Vice Mayor Carlat to recommend approval to the State Liquor Board for:

- (a) A New Restaurant Liquor License (Series 12) for The Fleming's Prime Steakhouse 1304, located at 9712 W. Northern Avenue. Applicant, Amy S. Nations. LL#20001589;
- (b) A New Restaurant Liquor License (Series 12) for Sushi & Roll, located at 9940 W. Happy Valley Road Suite 1060. Applicant, Tina Roberts. LL#10018767;
- (c) A New Restaurant Liquor License (Series 12) for Rustica Café & Bar, located at 9780 W. Northern Avenue Suite 1110. Applicant, William M. Nasralla. LL#20001458; and
- (d) A New On-Sale Beer and Wine Liquor License (Series 07) for Cost Plus World Market, located at 7419 W. Bell Road. Applicant, Andrea D. Lewkowitz. LL#14676.

Upon vote, the motion carried unanimously 7 to 0.

9R Settlement, Larry & Jeff LP

Steve Kemp, City Attorney, outlined the status of settlement negotiations between Larry & Jeff LP and the City of Peoria regarding condemned property along Thunderbird Road.

Motion was made by Vice Mayor Carlat, seconded by Councilmember Aames, to authorize settlement between Larry & Jeff LP and the City of Peoria.

Upon vote, the motion carried unanimously 7 to 0.

10R Code Amendment, Chapter 14, Medical Marijuana Cultivation and Dispensaries

Clerk's Note: Agenda Items 10R and 11R were presented together.

ORDINANCE NO. 2011-05A

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 14 OF THE PEORIA CITY CODE (1977 EDITION), BY AMENDING ARTICLES 14-2 DEFINITIONS, 14-3 GENERAL PROVISIONS, AND 14-9 NON-RESIDENTIAL DISTRICTS OF THE PEORIA ZONING ORDINANCE; PROVIDING FOR SEPARABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Chris Jacques, Planning Manager, presented an overview of the recommended amendments to Articles 14-2 Definitions, 14-3 General Provisions, and 14-9 Non-Residential Districts of the Peoria Zoning Ordinance as it pertains to medical marijuana dispensaries and cultivation facilities.

Discussion ensued regarding:

- Crime statistics associated with medical marijuana cultivation facilities and dispensaries;
- Regulation of food containing medical marijuana;
- Medical marijuana dispensaries and smoking or eating food containing marijuana on the premises;
- Disposal regulations;
- Public access to dispensaries;
- Signage of dispensaries;
- Selling between dispensaries;
- Facility ventilation;
- Requirements on police for regulating dispensaries and cultivation facilities; and
- Parking ratio requirements.

Motion was made by Councilmember Aames, seconded by Vice Mayor Carlat to concur with the Planning and Zoning Commission's recommendation to adopt **ORD. 2011-05A** amending Articles 14-2 Definitions, 14-3 General Provisions, and 14-9 Non-Residential Districts of the Peoria Zoning Ordinance as it pertains to Medical Marijuana Dispensaries and Cultivation Facilities, with amendments that include ventilation requirements for cultivation facilities.

Upon vote, the motion carried unanimously 7 to 0.

11R Code Amendment, Chapter 17, Definitions of Smoking and Public Places

ORDINANCE NO. 2011-07

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 17 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 17-72 PERTAINING TO SMOKING IN ENCLOSED PUBLIC PLACES; DEFINITIONS AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Steve Kemp, City Attorney, presented an overview of the proposed code amendments to Chapter 17, which provides for definitions of smoking and public places.

Discussion ensued regarding:

- Public places as it relates to consuming medicine;
- Use in a healthcare facility;
- Separating marijuana and cigarette smoking ordinances;
- Adult daycares;
- Ventilation systems;
- Neighbors of adult care facilities;
- Extending the 25-foot buffer requirement to a 50-foot buffer requirement;
- Options for ingesting medical marijuana;
- Children's playgrounds and skate pad areas;
- Enforcement capabilities; and
- Homeowner's Associations.

Motion was made by Councilmember Pearson, seconded by Vice Mayor Carlat, to adopt **ORD. 2011-07** amending Chapter 17 of the Peoria City Code (1992 Edition) by amending the definitions of smoking and public places, with amendments to include skate parks and skate pads, and a 50-foot buffer zone.

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

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

None.

Reports from the City Manager:

1. Council Calendar
2. Reports with Presentation
 - a. Police Computer-Aided Dispatch, Records Management and Mobile (CAD/RMS/Mobile) System Replacement Project Update

John Imig, Information Technology Director, provided an update regarding the police computer-aided dispatch, records management and mobile system replacement project.

Discussion ensued regarding the costs of the system, which was encompassed within the FY'11 10-year Capital Improvement Program, as well as ongoing costs, which have been forecasted on a long-term basis.

3. Informational

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

- a. Bravo Peoria! 100
- b. Peoria Celebrates Black History Month

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended and encouraged citizens to attend the Organic Market at Park West on Saturday. Councilmember Leone congratulated Councilmember Aames for being elected as Vice Chair of the Valley Metro Board.

Councilmember Aames reported on the City of Peoria activity he attended.

Councilmember Pearson encouraged citizens to attend the upcoming Fan Fest, Spring Into Peoria Street Festival and the Peoria Diamond Club Spring Training charity game. Councilmember Pearson thanked the Westbrook Village Italian-American Club for inviting him to speak about a variety of topics.

Councilmember Evans encouraged citizens to attend upcoming Spring Training games.

Vice Mayor Carlat, thanked citizens for attending the Redistricting meetings and expressed appreciation for the public's involvement.

Reports from the Mayor:

Mayor Barrett welcomed the new Police Chief, Roy Minter, to the City of Peoria.

ADJOURNMENT

Being no further business to come before the Council, the meeting was duly adjourned at 9:09 p.m.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of Peoria, Arizona held on the 15th day of February, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 22nd day of March, 2011.

(Seal)

Wanda Nelson, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
March 1, 2011

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

Members Present: Mayor Bob Barrett; Councilmembers Ron Aames, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

Members Absent: Vice Mayor Cathy Carlat.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Andy Granger, Bill Mattingly, Wynette Reed, Rocky Smith, Tom Solberg, Scott Whyte, and Ellen Van Riper.

Audience: Nine members of the public were present.

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

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

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

1C Minutes

Discussion and possible action to approve the minutes of:

January 4, 2011 Regular Meeting
January 18, 2011 Special Meeting
January 18, 2011 Regular Meeting
January 27, 2011 Council Workshop
January 28, 2011 Council Workshop

2C Appointment, Boards and Commissions

RESOLUTION 2011-23

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REAPPOINTING KAREN GARBE TO THE HISTORIC PRESERVATION COMMISSION AND ESTABLISHING THE TERM OF OFFICE.

Approved the recommendation from the Council Subcommittee on Boards and Commissions Appointments pertaining to the following appointment and adopt the Resolution as presented:

Adopted **RES. 2011-23** reappointing Karen Garbe, as a regular member, to the Historic Preservation Commission.

3C Contract, Police Computer-Aided Dispatch, Records Management and Mobile (CAD/RMS/Mobile) System

- (a) Awarded a 5-year term contract with one (1) 5-year extension (P10-0046) in the fixed price amount of \$1,674,476 plus tax, to New World Systems for a Police Computer-Aided Dispatch, Records Management and Mobile (CAD/RMS/Mobile) System;
- (b) Authorized the inclusion of a contract contingency in the amount of \$250,000 for the design and implementation of a Police CAD/RMS/Mobile System;
- (c) Authorize expenditures in the amount of \$996,350 for project implementation for hardware infrastructure, peripherals, equipment, and services outside the scope of the New World contract; and
- (d) Authorized a budget transfer in the amount of \$345,175 from General Obligation (GO) Bonds 2010 Projects Capital Technology Systems Account to GO Bonds 2010 Projects In-House Employee Training Account in the amount of \$110,175 and to GO Bonds 2010 Projects Software Maintenance Account in the amount of \$235,000.

4C Budget Transfer, New Federal Emergency Management Agency (FEMA) Project

- (a) Created a new FEMA project for the review of new preliminary Flood Insurance Rate Maps and assistance to residents and businesses affected by the changes;
- (b) Authorized the use of reserves; and

- (c) Authorized a budget transfer in an amount not to exceed \$30,000 from the General Fund Contingency Account to the Engineering Administration Division General Fund Other Professional Services Account.

5C Funding, Special Olympics Arizona, Temporary Part-Time Non-Benefitted Position

- (a) Accepted funding from Special Olympics Arizona for a temporary, part-time, non-benefitted position through June 30, 2011 to assist with athlete recruitment and competitions planning for no more than 20 hours per week; and
- (b) Approved a budget transfer in the amount of \$7,512 from the General Fund Contingency Account to the following accounts in the Adaptive Recreation Program: \$6,665 to Wages – Part Time and \$847 to related benefit expenditure lines.

6C Deeds and Easements, Various Locations

RESOLUTION NO. 2011-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

Adopted **RES. 2011-24** accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office.

7C Replat, Lot 1, 91st Avenue and Union Hills Retail Center, 91st Avenue and Union Hills Drive

Approved the Replat of Lot 1, 91st Avenue and Union Hills Retail Center, located on 91st Avenue and Union Hills Drive, subject to stipulations.

8C Authorization to Hold an Executive Session

Pursuant to A.R.S. § 38-431.03: Authorized the holding of an Executive Session for the purpose of:

- a) Discussion with Legal Counsel for legal advice pertaining to contract negotiations with the United Phoenix Fire Fighters Association Local 493 (PFFA) pursuant to A.R.S. § 38-431.03(A)(5);

Special City Council Meeting Minutes

March 1, 2011

Page 4 of 4

- b) Discussion with Legal Counsel for legal advice pertaining to contract negotiations with the American Federation of State, County, and Municipal Employees Local 3282 (AFSCME) pursuant to A.R.S. § 38-431.03(A)(5); and
- c) Discussion with Legal Counsel for legal advice pertaining to the award of P11-0039 Redevelopment of the 17-Acre Peoria Sports Complex Parking Lot and a related Exclusive Negotiation Agreement (“ENA”) pursuant to A.R.S. § 38-431.03(A)(7).

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

None.

ADJOURNMENT

Being no further business to come before the Council, the meeting was duly adjourned at 5:03 p.m.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting of the City Council of Peoria, Arizona held on the 1st day of March, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 22nd day of March, 2011.

(Seal)

Wanda Nelson, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: 3C
Amend No. _____

Date prepared: February 8, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager

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

FROM: Glen Van Nimwegen, AICP, Planning and Community Development Director 

SUBJECT: TA 10-0131, Amendment to Zoning Ordinance: Amend Section 14-22A, Hillside Development Overlay District of the Peoria Zoning Ordinance with respect to hillside development standards.

RECOMMENDATION:

The Mayor and City Council concur with the Planning and Zoning Commission's recommendation to adopt the attached Ordinance amending Article 14-22A Hillside Development Overlay District of the Peoria Zoning Ordinance as it relates to modifications of the distribution of hillside disturbance.

PLANNING & ZONING COMMISSION ACTION (February 3, 2011):

On February 3, 2011, the Planning and Zoning Commission voted unanimously in favor of recommending approval of the request to amend Article 14-22A of the Peoria Zoning Ordinance. No member of the public spoke in support or opposition to the request.

SUMMARY OF AMENDMENT:

This amendment modifies the methodology for distributing allowable disturbance within the Hillside Development Overlay District without changing the allowable lot coverage or total disturbance permitted. Staff has proposed this more flexible option to hillside development which continues to encourage development to shift to lower-slope areas and to minimize cuts and fills, thereby also reducing the number and height of retaining walls.

This amendment allows builders to combine the permitted disturbable area between the 10% and 25% slope categories (three separate categories) into a virtual 'bucket', then distribute that bucket as needed within the 10% to 25% slope areas. The result will be the development of lower-sloped areas that can now be oriented with the site's topography instead of perpendicular to it and the City will benefit from less obtrusive retaining walls resulting from fewer cuts and fills typically experienced during the site development process.

ATTACHMENTS:

- February 3, 2011 Planning & Zoning Commission Staff Report
- Ordinance

CONTACT: Adam D. Pruett, AICP, LEED Green Associate
Senior Planner (623) 773-5168



ZONING ORDINANCE TEXT AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: TA 10-0131
DATE: February 3, 2011
AGENDA ITEM: 3R

Applicant: City of Peoria Planning Division

Request: Amend Section 14-22A, Hillside Development Overlay District of the Peoria Zoning Ordinance with respect to hillside development standards.

Support / Opposition: As of the date of this printing, Staff has not received any comment in support or opposition to this amendment. However, staff has been in communication with the Homebuilder's Association of Arizona (HBACA) in regards to suggested modifications (See Exhibits B1-B2).

Recommendation: **Approve** as requested.

BACKGROUND

1. Article 14-22A *Hillside Development Overlay District* was adopted in 1999 to establish regulations for hillside development and consider the unique situations that typically arise when developing lands with significant slopes. The Hillside Development Overlay District applies to all lands where the natural terrain has a slope of 10% (rise / run) or greater. The Ordinance was conceived at a time when development pressures had begun to approach hillside areas in North Peoria (e.g. West Wing Mountain, Calderwood Butte).
2. The 1999 ordinance was modeled after the City of Phoenix ordinance, which established development standards for six defined slope categories and addressed matters such as slope determination methodology, wall standards, and hillside cuts and fills. The Ordinance also encouraged the transfer of disturbable area downhill to help preserve steeper slopes for both aesthetic and ecological reasons.
3. Though this proposed amendment is more comprehensive than those approved in recent years, it does not deviate from the intent established in 1999, which is to identify and preserve hillside areas to the extent possible and to minimize the impact of development on the land, specifically in areas of greater slope. Past

amendments included revisions to align the ordinance with Article 14-22B *Desert Lands Conservation Ordinance*, Article 14-39 *Administrative Procedures*, provisions for the Proposition 207 waiver, and modifications through the PAD / PCD rezoning process.

4. By nature of the subject, hillside ordinances can be complex, for both implementation and enforcement. For this reason the proposed amendment is intended to simplify one key element of hillside development – distribution of disturbable area.
5. Staff provided an overview of the Hillside Overlay and outlined the proposed amendment to the Planning & Zoning Commission at the December 2, 2010 meeting. This was presented in a study session format to allow open dialogue between the Commission and staff. At the conclusion of that meeting, staff indicated that this amendment would be coming before the Commission in early 2011.
6. This item was continued from the January 20, 2011 Planning & Zoning Commission agenda to allow additional time for staff to address a number of questions received from the Homebuilder's Association of Central Arizona (HBACA). These questions and responses are provided in Exhibit B of this report. The proposed amendment (Exhibit A) reflects adjustments made as a result of discussions with the HBACA.

ANALYSIS AND DISCUSSION

Current Standards and Process

7. The Hillside Overlay establishes six slope categories and each category is assigned certain permitted disturbed area and lot coverage percentages. Disturbed area is any portion of the property that may be altered. In the example of a custom home, disturbed areas typically include driveways, pools, and yards. Lot coverage, though related to disturbed area, is defined as any area under roof such as the residence, guest home, patios, and garages.
8. The table shown below organizes these items by slope category. Please note that the last column "Total Disturbed Area" is the sum of the disturbed area and lot coverage. Also note that all of the percentages decrease as the slope increases. This illustrates the ordinance's intent to encourage development in lower areas.

Slope Category	Disturbed Area	Maximum Lot Coverage	Total Disturbed Area
10% to 15%	25%	30%	55%
15% to 20%	20%	25%	45%
20% to 25%	20%	20%	40%
25% to 30%	15%	15%	30%
30% to 35%	12%	10%	22%
35% +	10%	7.5%	17.5%

9. To protect higher slope categories, the ordinance allows the transfer of permitted disturbed area “downhill” to maximize each category’s development potential. Transfers cannot cause any slope category to exceed its maximum permitted disturbed area allowance.

Proposed Amendment

10. The body of this amendment is contained in the slope category and disturbance table shown above. None of the existing allowances for disturbed area or lot coverage within the table are the subject of this amendment. Rather, the methodology of how these percentages are distributed is the subject of this amendment.
11. The concept described in the following paragraphs was developed through months of working with a design consultant on an amendment to the hillside component for the WestWing Mountain PCD. After testing the amendment in a variety of scenarios, staff is comfortable with incorporating this concept into the Zoning Ordinance.
12. The table below presents a subtle change to the current table. Though the square footage calculation of the allowable hillside disturbance and lot coverage areas remains unchanged per slope category, the square footages from within the 10%-15%, 15%-20% and 20%-25% slope categories can now be combined into a virtual ‘bucket’ and be distributed at the owner’s discretion between 10% and 25% slope categories.

Slope Category	Disturbed Area	Maximum Lot Coverage	Total Disturbed Area
10% to 15%	25%	30%	55%
15% to 20%	20%	25%	45%
20% to 25%	20%	20%	40%
25% to 30%	15%	15%	30%
30% to 35%	12%	10%	22%
35% +	10%	7.5%	17.5%

13. The benefit to the ‘bucket’ concept is that while it continues to encourage development to be transferred downhill, it also provides flexibility for designers that will result in more creative lot layouts and create a more interesting hillside development pattern. For example, under the current code, custom homes on hillside lots are often situated in a similar fashion, that is, long narrow structures with side-entry garages and large driveways / motor courts placed perpendicular to the slope of the land. This can result in greater cuts and taller walls. The proposed change will allow the designer to consolidate the permitted disturbed area into the lower three slope categories, which will provide an option to replace the long, narrow form placed perpendicular to the grade with a wider option that can be placed parallel to grade, thereby minimizing the visual impact of the building on the landscape.

14. The remaining portions of this amendment are housekeeping in nature and are limited to such topics as updating definitions to coordinate with the in-progress amendment to the Desert Lands Conservation Overlay, updating department names, and updating the hillside-specific wall standards to reflect the recently amended *Walls & Screening* code.

FINDINGS AND RECOMMENDATION

15. Based on the following findings:
 - The proposed amendment is consistent with the goals, objectives and policies of the Land Use element of the General Plan which promote compatibility between differing uses and promote high-quality architectural and site development;
 - The proposed amendment is intended to resolve known issues relating to hillside development.
 - Upon review of the application, the Planning Manager has determined that a Proposition 207 waiver is not required for this application.

It is recommended that the Planning and Zoning Commission take the following action:
Recommend approval to the City Council Case TA10-0131.

ATTACHMENTS:

Exhibit A	Proposed Amendments, legislative format
Exhibit B1-B2	HBACA questions and staff responses
Prepared by:	Adam Pruett, AICP, LEED Green Associate Senior Planner

ARTICLE 14-22A HILLSIDE DEVELOPMENT OVERLAY DISTRICT

(Revised Ord. No. 04-201)

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14-22A- 3 <u>4</u>	SLOPE DETERMINATION <u>DENSITY</u>
14-22A- 4 <u>5</u>	GENERAL PROVISIONS FOR CONSTRUCTION ON A HILLSIDE LOT <u>S</u>
14-22A- 5 <u>6</u>	HEIGHTS AND APPEARANCES
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14-22A- 10 <u>11</u>	LIGHTING, SEWERS, UTILITIES
14-22A- 11 <u>12</u>	MOUNTAIN RIDGE PROFILE
14-22A- 12 <u>13</u>	SUBMITTAL REQUIREMENTS FOR CONSTRUCTION ON A HILLSIDE LOT
14-22A-13	RESERVED
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14-22A-16	DEFINITIONS

SECTION 14-22A-1 INTENT (Ord. No. 99-105)

- A. It is the purpose of this Article to establish regulations which recognize that development of ~~hillside land in hilly or mountainous~~ areas involves special considerations ~~and unique situations~~ which result from the slope of the land. These ~~special~~ considerations ~~and unique situations~~ include but are not limited to increased hazards to development from rock falls, storm water runoff, geologic hazards, increased limitations on vehicular travel, and increased difficulties in providing public services. In addition, steeply sloped lands introduce design limitations to roadways, cuts and fills, and building sites. ~~In general, the more steeply the land slopes, the greater the hazard and development limitation.~~
- B. The Hillside Development Overlay District is an overlay district that applies to all land wherever the natural terrain of any lot or parcel or any portion thereof has a slope of ten percent (10%) or greater. The application of the Hillside Development Overlay District shall be as depicted below in Table 1, Hillside Determination. ~~The Hillside Development Overlay District shall apply to all lots or parcels less than five (5) gross acres in size which have over fifty percent (50%) of the gross area of the lot or parcel having a slope of ten percent (10%) or greater. For those lots or~~

~~parcels not having fifty percent (50%) or greater of the gross lot or parcel area within a Hillside Development Area or those lots or parcels in excess of five (5) gross acres in size, the requirements of the Hillside Development Overlay District shall be applied only to that portion of the lot containing slopes of ten percent (10%) or greater. Commercial, Office, Industrial and Resort Developments shall comply with all applicable provisions of the Hillside Development Overlay District. The provisions of this Article may not be modified, except as expressly provided within this Article.~~

Table 1
Hillside Determination

<u>< 10% slope</u>	<u>Non-Hillside</u>
<u>≥ 10% slope</u>	<u>Hillside</u>
<u>≤ 5 acres with 50% or more of the site in Hillside</u>	<u>Hillside</u>
<u>≥ 5 acres with less than 50% of the site in Hillside</u>	<u>Only areas greater than 10% considered Hillside</u>

~~4.C.~~ All rezoning applications to Planned Community District (PCD) and Planned Area Developments (PAD) shall conform with the provisions of this Article unless expressly modified through an approved PCD or PAD District Standards/Guidelines Report and Development Plan. (Ord. No. 02-27)

~~D. C.~~ Conservation features identified in Article 14-22B shall be preserved in accordance with that Article.

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Alter the Mountain Top Ridge Line. Means to alter or change the view or appearance of an established ridge line or ridge line of significance with cuts, fills or structures when viewed from a distance.

Construction Envelope. A specific area defined by the sum of the maximum allowable disturbed area plus the maximum coverage allowed for the lot or parcel.

Cut. The land surface which is shaped through the removal of soil, rock, or other materials.

Disturbed Area. That area of natural ground that has been or is proposed to be altered through grading, cut and fill, removal of natural vegetation, placement of material, trenching, or by any means that causes a change in the undisturbed natural surface of the land or natural vegetation.

~~***Disturbed Area Reclaimed.***~~ Disturbed areas may be reclaimed if they are restored to their natural contours, vegetation and colors to the satisfaction of the Staff.

Fill. The deposit of soil, rock, or other materials placed by man.

Finished Grade. The final grade and elevation of the ground surface after grading is completed.

Grading. Any excavating, or filling or combination thereof, including the conditions resulting from any excavation or fill.

Hillside Development Area. Building areas, other than sloped areas within washes and rivers, with a building site slope of ten percent (10%) or greater, measured as a vertical rise of ten (10) feet in a horizontal distance of one hundred (100) feet.

~~**Landscape Development Areas:** Areas within a site with different recommended plant palettes based on their proximity to natural open space, soil stabilization attributes and the desired visual character for the area.~~

~~1. **Oasis Area:** A landscaped area consisting of enclosed courtyards, similar semi-private areas and other areas located within the Disturbed Area where the use of Native Sonoran, Sonoran Character and Arid Zone plants are strongly encouraged, but where Exotic Zone plants are also allowed.~~

~~2. **Transitional Areas:** A landscaped area consisting of open backyards, commercial and public areas, streetscapes and common areas where use of Arid Zone plants is limited to 30% by area and where a buffer of Native Sonoran Zone plants is required at the perimeter of the lot or parcel or between the Disturbed Area and Natural Open Space.~~

~~3. **Buffer Area:** A landscaped area consisting of open areas adjacent to preserved wash corridors and Natural Open Space areas where the use of plants is limited to the Native Sonoran Zone palette.~~

Natural Grade. The grade and elevation of the ground surface in its natural undisturbed state.

Natural Open Space. Areas dedicated for public ownership or retained in private ownership containing naturally occurring conservation features in the Sonoran Desert that have not been altered except to allow decomposed granite trails (private or public) in accordance with ADA guidelines, roadways and utility easements as necessary.

Retaining Wall. A retaining wall is a wall used solely to retain more than ~~eighteen~~ twelve (12) inches (~~48"~~) of material but not to support or to provide a foundation or wall for a building.

Site Disturbance Activity. Any action which results in a cutting of the natural soil grade, creation of an un-natural soil fill or movement of a significant natural landscape feature. A Site Disturbance Activity may include, but not be limited to the following activities: digging, trenching, filling, drilling, grading or clearing.

Slope Category Determination Study. A detailed study of the topography and slope of a development site, parcel or property. The study shall include a detailed graphic

showing all slope areas on the site utilizing the methodologies established in this Article and shall be composed of both graphical, numerical and textual information.

Spill. To cause or allow earth or other material to fall, flow or run down a slope, thereby creating a change in the natural appearance and topography.

Transitional Area: A landscaped area consisting of open backyards, commercial and public areas, streetscapes and common areas where use of Arid Zone plants is generally limited to 30% by area and where a buffer of Native Sonoran Zone plants is required at the perimeter of the lot or parcel or between the Disturbed Area and Natural Open Space.

SECTION 14-22A-~~33~~ SLOPE DETERMINATION

~~1.A.~~ A Slope Category Determination Study shall be required ~~by the Community Development Department~~ prior to the initiation of any Site Disturbance Activities for all land with slopes of 10% or greater, located north of Pinnacle Peak Road and shall be prepared pursuant to the requirements of this Section. (Ord. No. 05-44)

~~2.B.~~ A property owner subject to Subsection A above shall prepare a Slope Category Determination Study utilizing one of the two methodologies outlined in this Article. A property owner or authorized agent shall submit to the Planning Manager Department a Slope Category Determination Study pursuant to this Section, ~~or request for a waiver from such,~~ as follows:

1. Simultaneously with a rezoning application;
2. If a rezoning action is not required, simultaneously with a preliminary plat or site plan; or
3. If a rezoning, plat, site plan, or minor land division is not required, prior to the issuance of any building permit or site grading permit.

~~4.C.~~ Applicants seeking a waiver from the provisions of this Section may request a waiver of the requirements for a Slope Category Determination Study to the Planning Manager. A written waiver request shall be submitted to the Planning Manager with an explanation of why a waiver is warranted and shall include such supporting materials as follows:

1. Site photographs;
2. Site specific topography information;
- ~~3. An analysis by the Applicant of 207 Claims and whether the Owner will enter into a Waiver of Proposition 207 regarding the property that is the subject of the waiver request;~~

~~4.3.~~ All other such information which may provide information on the request.

The Planning Manager may approve or deny an application as submitted or may request additional information if necessary. In addition to any other grounds the City may have, the City expressly reserves the right to reject the waiver request in the event the Owner is unwilling to enter into a Waiver of Proposition 207 regarding the property that is the subject of the waiver request. It shall be the sole burden of the applicant requesting such a waiver to show that the subject property does not qualify as a Hillside Development Area under this Article. The Planning Manager may grant the requested waiver upon a finding that reasonable evidence exists that the subject site does not contain potential slope area that would qualify as a Hillside Development Area.

(Section 14-22A-3 amended by Ordinance No. 07-14. Enacted April 17, 2007 and effective May 17, 2007.)

5.D. Applicants may prepare a Slope Category Determination Study utilizing a methodology differing from those outlined in this Article, if acceptable to the Planning Manager. Applicants seeking to utilize an alternative methodology shall provide both a written explanation of the proposed alternative methodology and a graphical example of its use. If, upon review of the proposed alternative Slope Category Determination Study by the Planning Manager, the slope analysis is not acceptable, the applicant shall utilize one of the adopted methodologies contained herein. Appeals ~~from of~~ the Planning Manager decision pursuant to this paragraph may be ~~appealed to~~ heard by the Administrative Hillside Hearing Officer subject to the provisions of Article 14-39 of the Zoning Ordinance. (Ord. No. 05-44)

6.E. To determine parcel density and the location and extent of slope categories, carry out one of the following procedures:

1. *Manual Slope Determination Method:*

a. a.—Utilize a topographic map at a scale of two hundred (200) feet or less to the inch and with contours shown at two (2) foot intervals. Applicant may utilize maps containing contours at five (5) foot intervals for grades of more than twenty percent (20%). All contour lines shall be extended onto adjacent properties to a distance that establishes the overall slope of the land but in no case shall they be extended less than fifty (50) feet onto the adjacent properties.

b. b.—The Hillside Development Area shall commence at the midpoint of the one hundred (100) foot horizontal dimensions used to determine the slope as illustrated by Figure 42, attached hereto and by this reference made a part hereof. The one hundred (100) foot slope determination lines shall be located perpendicular to the site or property contour bands. Those properties containing multiple slope planes should provide slope information for all such planes.

c. c.—To determine those locations where slopes of ten percent (10%), fifteen percent (15%), twenty percent (20%), twenty-five percent (25%), thirty percent (30%), and thirty-five percent (35%) begin by the application of one hundred (100) foot straight lines that fall within each category. The one hundred (100) foot slope determination lines shall be extended

onto adjacent properties to a distance that establishes the overall slope of the land but in no case shall they be extended less than fifty (50) feet onto the adjacent properties.

d. d.—Connect the midpoints of each series of one hundred (100) foot lines of the same slope category to establish the limits of that slope category.

e. e.—Measure the areas resulting between each series of straight lines to determine the areas in each slope category.

f. f.—Figure 2, attached hereto and by this reference made a part hereof, illustrates the method used in calculating the slope categories.

2. *Computer Generated Slope Determination Method:*

a. a.—Utilize digital topographic information with contours shown at a maximum of two (2) foot intervals, except as established herein. Areas known or shown to contain slopes of more than twenty percent (20%) may utilize digital topographic information with contours shown at five (5) foot intervals.

b. b.—Utilizing a slope generating software application, slope categories shall be determined utilizing the slope categories established in Section 14-22A-2 of this Section.

c. c.—Computer generated slope analyses shall be prepared utilizing the following modeling parameters:

1.i. Maximum two (2) foot slope contour intervals for slopes less than twenty percent (20%);

2.ii. Maximum five (5) foot slope contour intervals for slopes more than twenty percent (20%);

3.iii. The slope analysis shall utilize the above noted slope contour intervals through the modeling basis of grid evaluation to determine slope facets or contours;

4.iv. The analysis shall utilize a twenty-five (25) foot grid system.

1.d. All data generated through the use of a computer generated slope determination shall be presented in both chart and graphical formats. ~~The presentation of all g~~Graphical slope information shall be presented in a clear and easily understandable format.

2.e. The final map shall be plotted at a minimum scale of 1" = 200' and submitted to the Planning ManagerDepartment for review. If ~~the Planning Manager finds the analysis found~~ acceptable, the final slope determination map shall be approved. The Planning ManagerDepartment may reject the analysis and require correction(s) to the digitized slope category lines to

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more accurately reflect the generalized slope conditions of the property or other revisions necessary to ensure compliance with this Article. Appeals from the decision of the ~~Department Planning Manager~~ may ~~be~~ filed for disposition by the Administrative Hillside Hearing Officer pursuant to Article 14-39 of the Zoning Ordinance.(Ord. No. 05-44)

- 3. ~~The Final Slope Category Map~~ resulting from ~~either Section 14-22A-3.E.1 or Section 14-22A-3.E.2~~ this Article shall be utilized in determining allowable densities, lot area, lot disturbance and lot coverage requirements. Preliminary Plats shall reflect proposed disturbance/coverage envelopes for each lot and shall contain tabular information necessary to determine compliance with this Article.

SECTION 14-22A-24 DENSITY

A. A. For all major and minor sub-divisions and for multifamily residential developments, the maximum number of residential lots or units permitted within hillside development areas shall be the sum of the number of lots allowed by the zoning district, or the sum of the number of lots allowed in each slope category of land as shown by the following table Table 1, whichever is the lesser number.

B. For all non-residential developments or single-lot construction where density allocation does not apply, the applicant shall comply with all other applicable portions of this Article.

TABLE - 12 DENSITY ALLOCATION	
Slope of Land	Maximum Number of Lots Per Gross Acre
<u>0%-10%</u>	<u>Underlying Zoning</u>
10% to 15%	1.50 ⁽¹⁾
15% to 20%	1.00 ⁽¹⁾
20% to 25%	0.70 ⁽¹⁾
25% to 30%	0.50 ⁽¹⁾
30% to 35%	0.30
35% to 40%	0.20
40% & Over	0.10

(1) The allowable density of these slope categories may exceed the Maximum Number of Lots ~~Per~~ Gross Acre shown above when density is transferred from a higher slope category. In no case shall the density exceed the sum of the number of lots allowed by the zoning district and in no case shall units be transferred to a location of higher elevation within the project. Plateau geographical features shall be addressed according to slope category and not according to elevation.

~~There shall be no more lots created than permitted by the slope category, except that lots not placed in a slope category may be placed in a lower slope category so long as the total number of lots in the Hillside Development Area shall not exceed~~

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~~the sum of the lots permitted in each slope category. Lots shall comply with the underlying zoning requirements or as set forth in Section 14-22A-2.C.~~

~~4.C.~~ **Transfer Rate:** Disturbance and dwelling units/development rights that are allowed within preserved public and private open space may be transferred to other parcels within the same development. When all of the allowable dwelling units are transferred from a Hillside Development Area above the ten percent (10%) slope line to a non-hillside development area, resulting in a minimum fifty (50) acre undisturbed area above the ten percent (10%) slope line, the density transfer from the Hillside Development Area to the non-hillside development area may occur at a rate of 1:1.25 allowable dwelling units.

~~2.D.~~ The transfer of density within a Hillside Development Area shall not be an assumed right and in no case shall a transfer of density occur without the approval of the Planning Manager. Approvals of a density transfer shall be made only upon a finding that the proposed transfer will not be detrimental to the intent of the Hillside Development Overlay District and upon a finding that the transfer will advance the City's interests in protecting a Hillside Development Area.

SECTION 14-22A-45 GENERAL PROVISIONS FOR CONSTRUCTION ON A HILLSIDE LOTS

~~1. In those situations where a density transfer is being utilized, the increased density permitted under Table 1 shall only be permitted in an amount equal to the number of lots being transferred.~~

~~1.A. In those situations where density has been transferred from a higher slope category to a lower slope category minimum~~ **Minimum** ~~lot sizes in hillside areas shall be limited as shown in Table 23. The Planning Manager shall have authority to further reduce lot~~ **Lot sizes in areas of 10% slope or greater may be reduced** ~~sizes~~ by up to twenty percent (20%) provided that all dwelling units/_development rights have been transferred off of slope categories greater than twenty percent (20%).

Table 23	
Slope Category	Minimum Lot Size
0%-10%	Underlying Zoning
10% to 15%	10,000 square feet
15% to 20%	32,000 square feet
20% to 25%	43,560 square feet
25% to 30%	75,000 square feet
Over 30%	Same as Table 1

~~2.B.~~ No residential lot within the Hillside Development Overlay District and having slope areas in excess of fifteen percent (15%) shall have a front lot width less than seventy-five (75) feet. The front lot width of all flag lots located within the Hillside Development Overlay District shall be measured from the point at which the drive

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access intersects with the main body of the lot or at a point not to exceed two hundred and fifty (250) feet from the front lot line of the flag lot.

~~3.C.~~ Building setbacks shall be as required by the zoning district.

~~4.D.~~ Maximum lot coverage by the main building and all accessory buildings shall not occupy more than that permitted by the zoning district or Table ~~34~~, whichever is the lesser area.

~~5.~~ ~~No building shall exceed a height of twenty-eight (28) feet, above the natural grade of the land at any section through the structure.~~

~~6.E.~~ All hillside lots shall ~~conform to Table 3 and~~ provide an individual analysis of each lot or parcel shall be prepared prior to recording the final plat or minor land division. For existing lots of record as of the date of adoption of this ordinance, an individual site analysis shall be submitted prior to the approval of any development permits or entitlements. Following review and approval of the Slope Category Determination Study by the ~~Planning Division~~ Department, the individual site analysis shall be submitted in conjunction with a grading and drainage plan. No building permit shall be issued prior to approval of the grading and drainage plan and individual site analysis.

~~7.F.~~ All ~~Hillside~~ lots or parcels which abut a dedicated public open space or preserve area shall provide a one foot (1') non-vehicular access easement along the common property line.

SECTION 14-22A-~~56~~ HEIGHTS AND APPEARANCES

For development within hillside areas, the height of structures shall be determined by the following Sections and not by the definitions described in Section 14-2 of the Zoning Ordinance.

1. No part of any structure shall penetrate an imaginary plane, the height of which ~~is twenty-eight (28) feet~~ complies with the underlying zoning district measured vertically from any point outside of the building where the face of the building or support intersects natural ground (see Figure ~~34~~), ~~except that:~~

2. Where natural grade is not restored back against the building, no exposed face in any vertical plane shall exceed a height of thirty (30) ~~twenty-eight (28)~~ feet measured from the lowest exposed base.

~~3.A.~~ Materials used for exterior surfaces of all structures shall blend in color, hue and tone with the surrounding natural setting to avoid high contrasts.

~~1.~~ ~~1.~~ Structures, walls, roofs and fences shall blend with the surrounding terrain and there shall be no material or colors used which have an LRV (Light Reflecting Value) greater than forty percent (40%). Mirror surfaces, or any treatment which changes ordinary glass into a mirror surface is prohibited.

Bright untarnished copper or other metallic surfaces shall be treated at the time of installation so they are non-reflective.

~~4.~~ All electrical service equipment and subpanels and all mechanical equipment including, but not limited to, air conditioning and pool equipment, ~~solar panels, and antennas,~~ shall not be visible from outside the property when viewed from the same or a lower elevation. For the sake of functionality, solar panels and solar water heaters shall be exempt from screening requirements. It is recommended, however, that to the extent feasible, the frames and support structures for these elements should be painted to match the principal building on the property or be integrated into the building and / or landscape design. Restrictions on visibility of solar panels and mechanical equipment may be modified if they are integrated into the roof design

2. Water storage facilities, pumping stations and related facilities shall be designed to minimize their visual impact. All such facilities shall be painted to match the predominant color of the natural terrain, disturbed terrain shall be dyed to blend with surrounding area, and walls shall be contextually sensitive in terms of color and materials. Additional screening techniques are provided in order of preference in the list below. Final designs must be approved by the Public Works Director or designee.

- Subterranean design
- Partially subterranean design
- Restricted height equal to or less than that of the perimeter site wall
- Design tank and walls to follow natural topography
- Context-sensitive berming / screening
- Vegetative screening

~~B. D.~~ The pPrincipal and accessory buildings, excluding chimneys, shall not exceed forty (40) feet from the highest point of the building to the lowest exposed base of a supporting structure (see Figure 34). The subterranean portion of a structure is not included in the total height calculation.

SECTION 14-22A-~~67~~ DISTURBED AREA CALCULATIONS FOR INDIVIDUAL HILLSIDE LOTS

Lots shall be developed to provide for the minimum amount of ground disturbance during the time of construction so as to prevent rock slides and falls, erosion and seepage. At final construction, disturbed areas shall be hidden or supported by retaining walls, buildings, finished surfaces or restored and landscaped to its original natural condition to the ~~maximum~~ extent possible. All cut and fill areas visible from off-site locations shall be treated with a natural staining or aging agent.

A. Hillside properties north of Pinnacle Peak Road must also comply with Article 14-22B Desert Lands Conservation Overlay.

B. All buildings, structures and roads shall to the fullest extent practicable, utilize the natural contours of the land so as to minimize the disturbed area.

4.C. Disturbed areas may be reclaimed if they are restored to their natural contours, vegetation and colors, and shall reflect the natural condition as depicted in historical aerial photos and site photos taken prior to the development of the site.

2.D. _____ The maximum height of any cut or fill used to establish a building site or a driveway shall not exceed fifteen (15) feet and must comply with the provisions of the Peoria Building Codes. The maximum height of any cut or fill used to establish a road or roadway shall not exceed thirty (30) feet. All areas of cut or fill necessary to establish a public or private roadway and falling outside of the public right-of-way or private roadway easement shall be counted against the total disturbed lot area of the individual lot or parcel. All roadway cuts shall be re-vegetated and all roadway fills shall utilize retaining walls to minimize spill areas. All spill slope areas shall be re-vegetated and all retaining walls shall be designed to minimize their visual impacts of any required retaining wall.

3.E. _____ The limits of construction and proposed disturbed areas shall be clearly designated-delineated on the property prior to and during construction with visible roping and shall conform to the approved individual site analysis plan. No disturbance outside the designated area shall take place.

4.F. _____ All lots less than 24,00018,000 sf net area are eligible for mass grading.

5.G. _____ All lots equal to or greater than 24,00018,000 sf net area shall establish a construction envelope equal to the combined area of the maximum disturbed area and maximum lot coverage from Table 24, below.

6.H. _____ All surplus excavated material shall be removed from the lot.

7.I. Up to ten percent (10%) of the gross land area above the ten percent (10%) slope line may be used for roadways (public and private) that shall not be included in disturbed area calculations. The disturbed area and roadways and driveways (that exceed the 10% roadway allowance), storm water retention areas and accessory use areas, shall not exceed the total disturbed area as set forth in Table 34.

Table 34

Building Site Slope Category	Disturbed Area	Maximum <u>Lot</u> Coverage	Total Disturbed Area
<u>10% to 15%</u>	<u>25%</u>	<u>30%</u>	<u>55%</u>
<u>15% to 20%</u>	<u>20%</u>	<u>25%</u>	<u>45%</u>
<u>20% to 25%</u>	<u>20%</u>	<u>20%</u>	<u>40%</u>
25% to 30%	15%	15%	30%
30% to 35%	12%	10%	22%
35% to Over ±	10%	7.5%	17.5%

J. Calculation of Disturbed Area (Table 4)

1. The Total Disturbed Area for each individual development or development parcel shall be the sum of the amount of Disturbed Area allowed within each of the individual slope categories found on the development parcel and the Maximum Coverage.
2. Disturbed Area accounts for site elements such as driveways, non-natural / un-restored landscaping, pool areas, walkways, uncovered patios, etc.
3. Maximum Lot Coverage refers to any under-roof site element and shall include principal and accessory buildings.

K. Transfer of Disturbed Area and dwelling units / development rights to a lower slope category shall be subject to the following conditions:

- ~~1. The Disturbed Area for each individual development or development parcel shall be the sum of the amount of disturbance allowed within each of the individual slope categories found on the development parcel.~~
1. ~~2.~~ Permitted Lot Coverage and Disturbed Area from a higher slope category may be transferred to ~~a~~ the next lower slope category within the site / parcel provided the transferred-to category does not exceed its allowable disturbed area. In the event that the transfer would cause the lower category to exceed its allowable disturbed area, the remaining portion of the transferred square footage may be transferred to the next lower category. This pattern may be repeated until all hillside categories have attained their respective allowable disturbed area. Transfers below the 10% slope line are not permitted. ~~only with the sum of the transferable disturbed area and the permitted disturbed area comprising the new Disturbed Area amount.~~
2. Permitted Disturbed Areas shall not be transferred from the 0-10% slope category to any other category.

3. ~~After any applicable transfers of Disturbed Areas have been calculated, the Total Disturbed Area, which includes Lot Coverage, within the 10%-25% slope categories as indicated in Table 4 may be combined to produce a “bucket” of disturbable square footage. This “bucket” may be distributed throughout the 10%-25% slope categories at the applicant’s discretion (Figure 1).~~

~~3. The transfer of a disturbed area allowance to a lower slope category shall only occur when accompanying the actual transfer of dwelling units for residential development and transfer of disturbable area and development rights for non-residential development.~~

~~4. The transfer of Disturbed Area within a Hillside Development area shall not be an assumed right and in no case shall a transfer of Disturbed Area occur without the approval of the Planning Manager.~~

4. ~~5.~~ Approvals of a disturbed area transfer shall be made only upon a finding that the proposed transfer will not be detrimental to the intent of the Hillside Development Overlay District and upon a finding that the transfer will advance the City’s interests in protecting a Hillside Development Area.

~~6. Transfer of all Disturbed Area and dwelling units/development rights shall be to the lowest slope category of the development or development parcel. Transfers that exceed the maximum allowable densities or Disturbed Area in the lowest slope category shall be transferred to the next highest slope category.~~

5. ~~7.~~ The location of the Disturbed Area and the allocation of Disturbed Area among parcels or lots shall require approval of the Planning Manager or designee; such approval shall be made upon a finding that:

- a. The proposed location will not be detrimental to the intent of the Hillside Development Overlay District and, to the maximum extent feasible, is located in the lowest slope categories;
- b. The difference of allocated Disturbed Area does not vary by more than twenty percent (20%) among lots of comparable size and location;
- c. The resulting change in Disturbed Area on an individual lot is taken from a Transitional Area and does not interfere with the preservation of Natural Open Space;

d. ~~d.~~ The resulting change in Disturbed Area does not result in more cuts into hillside slopes above the twenty percent (20%) slope line or changes in contours that will remain unrestored;

e. ~~e.~~ The location will advance the City’s interest in protecting a Hillside Development Area; and

f. f.—The development or development parcel is otherwise in compliance with this article.

Figure 1 – Overview of Steps For Hillside Development

Step 1:

Identify slope categories and square footage of each category on property

Step 2:

Calculate density, permitted disturbed area and lot coverage per category using Tables 2 & 4

Step 3:

Develop property accordingly OR Proceed to Step 4

Step 4:

Transfer density or Total Lot Coverage to lower slope categories until such categories are at capacity

Step 5:

Combine Disturbed Area and Lot Coverage (in square feet) within the 10-15%, 15-20% and 20-25% slope categories to create a virtual “Bucket”

Step 6:

Distribute the “Bucket” as needed within the 10-15%, 15-20% and 20-25% slope categories

~~L. Within the ten to fifteen percent (10-15%) slope area only, the amount of Disturbed Area being transferred may exceed one hundred percent (100%) and any excess Disturbed Area may be transferred to a parcel other than the receiving parcel within the development lot. In no case shall excess permitted Disturbed Area not associated with transfer of dwelling units/development rights be transferred to parcels or portions of parcels above the twenty percent (20%) slope line.~~

M. In those cases where an increase in the maximum lot coverage is desired due to a transfer of density, the maximum lot coverage shall only be increased on the parcels receiving density transferred from a higher slope area. In those cases where all of the density has been transferred from a higher slope category to lower slope areas, all parcels or portions thereof within those slope categories may utilize the increased lot coverage allowance.

N. A Disturbed Area (up to 50% over Table 3, for slope areas over 10%) may be excluded from Disturbed Area calculations when the applicant has committed to comply with the following restoration conditions:

1. The restored area shall be re-contoured to match pre-existing contours.

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2. The restored area shall be re-vegetated to its pre-development condition utilizing native plant types arranged and placed at a density matching the surrounding native desert.
3. The restoration area shall be treated with an aging agent approved by the Planning Manager and restored with indigenous desert material.
4. The restoration plan and process shall be prepared by a registered engineer or landscape architect and shall be approved prior to issuance of a building permit.

SECTION 14-22A-78 GRADING AND DRAINAGE

All proposed development within a Hillside Development Area shall be required to submit for and receive Grading and Drainage Plan approval through the City of Peoria Engineering ~~and Public Works~~ Department prior to the commencement of any development or Site Disturbance Activities.

SECTION 14-22A-89 DRIVEWAYS

- ~~1.A.~~ If any portion of a driveway grade is more than twenty percent (20%), the entire residence and all accessory buildings over one hundred twenty (120) square feet of roof area shall be protected with an approved fire sprinkling system.
- ~~2.B.~~ Driveways with turning radii of less than forty (40) feet may be used provided all structures are protected with an approved fire sprinkling system.
- ~~3.C.~~ To reduce the visual impact of driveways the following is intended to be an incentive to preserve the natural mountain ~~vistas~~views. Driveways surfaced with paving bricks, colored concrete or with exposed aggregate, colored to blend with existing native color of the site, shall only be included in disturbed area calculations at ~~twenty-five (25) percent~~ fifty percent (50%) of their total area.
- ~~4.D.~~ Any driveway cut greater than eight (8) feet in depth shall not have a length greater than one hundred (100) feet; and the maximum height of any cut or fill used to establish a driveway shall not exceed fifteen (15) feet.

SECTION 14-22A-910 PERIMETER WALLS, PRIVACY WALLS, RETAINING WALLS, ~~AND SPILL SLOPES~~ AND EDGE TREATMENTS

Retaining Walls

- ~~1.A.~~ The design of all retaining walls ~~and ground coverings~~ shall be prepared by a registered engineer or architect and shall be designed to blend with the surrounding environment and/or development in color, materials and style.
- ~~2.B.~~ Raw spill slopes are prohibited.

~~3.C.~~ All exposed disturbed area fill shall be contained behind retaining walls or covered with a natural rock veneer and treated with an aging agent and landscaped with indigenous plant material.

~~D.~~ No single Residential retaining walls in any front yard shall not exceed six (6) four (4) feet in height in residential districts or six (6) feet in height in non-residential districts. retaining walls shall not exceed eight (8) feet in height; if

~~E.~~ No first-tier side or rear yard retaining wall shall exceed six (6) feet eight (8) inches in height in residential districts or ten (10) feet non-residential districts.

~~F.~~ aAdditional retaining height may be achieved through the use of offset retaining walls and terraces: is needed, such walls the wall shall be offset at a minimum of four (4) feet and all terraces shall be landscaped appropriately for the width of the offset or one (1) foot per one (1) foot of height, whichever is greater. Retaining walls shall incorporate weep holes for drainage and sleeves for irrigation.

~~G.~~ View fences not exceeding ~~6 (six)~~ six (6) feet in height above the highest part of adjacent natural grade may be added to a retaining wall. Increases in the height of view fences may be granted by the Planning Manager provided that the retaining wall contains unique design and materials or other amenity features that, in the determination of the Planning Manager, mitigate the impact of the additional height. (Ord. No. 05-44)

~~4.H.~~ The total vertical wall face (including view fencing) visible from any street, adjacent property line or publically-accessible open space for any single lot shall not exceed twenty-five (25) feet in height. Terraced walls shall be constructed with decorative products and terraces shall be landscaped to minimize their visual impact. Terracing shall be conducted in accordance with Article 14-3-5 of the Zoning Ordinance.

Perimeter & Privacy Walls / Fences (interior to lot line)

~~I.~~ Fences or walls on lots within a hillside district shall be restricted to privacy walls attached to or directly screening a portion of the main residence. Privacy walls shall not exceed six (6) feet in height, shall be architecturally compatible with the main residence and shall be limited to the development envelope area only.

Edge Treatment

~~J.~~ Hillside development shall receive edge treatments that soften the appearance of an abrupt transition between the built and natural environments. Such treatments shall consist of alternative perimeter fencing (type and/or materials), offset or staggered rear lot lines, transitional landscaping or other similar elements intended to soften the transition.

~~5.K.~~ Perimeter walls and fences surrounding a lot, tract or parcel shall be prohibited except as provided ~~by Section F of this Article~~ elsewhere within this Article. Privacy walls shall not be erected on a retaining wall and shall be offset a minimum of four (4) feet when utilized.

ARTICLE 14-22A

HILLSIDE DEVELOPMENT OVERLAY

- ~~6.L.~~ Within the ten to fifteen percent (10-15%) slope category only, exceptions to the limitations on fences or walls may be permitted. In those instances where an exception is desired, applicants shall submit a detailed Wall Plan to the Planning Manager for review and action. In conjunction with the submittal of the Wall Plan to the Planning Manager, the applicant shall submit a copy of the Wall Plan to the ~~Public Works / Engineering Department~~appropriate City department(s) for review and approval for conformance with all City Grading and Drainage requirements. Wall Plans shall indicate the proposed locations of walls or fences, the proposed materials, colors and design of any wall or fence, and fence construction and disturbance mitigation measures. Such plans shall be accompanied by a narrative explaining the reasons why such an exception should be made. Upon completion of the review of the Wall Plan by the Planning Manager, and following the review and approval of the Wall Plan by the ~~Public Works / Engineering~~ Site Planning Division Department, the Planning Manager may approve the Wall Plan. Wall Plans may be approved by the Planning Manager upon a finding that the proposed location and design of the wall(s) is in accordance with this Article and further that the proposed wall will not be contrary to the intent and purpose of this Article.
- ~~7.M.~~ Perimeter walls or fences approved by the Planning Manager within the ten to fifteen percent (10-15%) slope category and abutting an open space area or tract, shall be a maximum of six feet eight inches (6'-8") in height with no more than three (3) feet being constructed of a solid or opaque material. That portion of the wall or fence not constructed of a solid or opaque material shall be open in design and may not include chain-link or wood materials. Notwithstanding the foregoing, walls exceeding six (6) feet eight inches in height and constructed of solid or opaque material may be approved by the Planning Manager if the wall is for the purpose of screening non-residential uses.
- ~~8.~~ ~~All fences and walls within a Hillside Development Area shall be required to obtain a fence permit from the Community Development Department, in addition to all other necessary City of Peoria permits, prior to the initiation of any fence or wall related construction activities.~~

SECTION 14-22A-~~10~~11 LIGHTING, SEWERS, UTILITIES

- ~~1.A.~~ All outdoor lighting concepts, fixture types, lamps and wattage shall be indicated on the site plan. All outdoor lighting shall be Dark Sky compliant.
- ~~2.B.~~ Connection to a public sewer system is required in connection with Chapter Twenty-Five (25) of the City Code where available.
- ~~3.C.~~ Private individual lot sewer systems shall be designed by a registered engineer.
- ~~4.D.~~ All on-site utilities shall be placed underground.

SECTION 14-22A-~~41~~12 MOUNTAIN RIDGE PROFILE

~~4.A.~~ Within ~~a hillside development area and~~ areas above the twenty percent (20%) slope line, no construction shall occur which will alter the mountain top profile and no building or structure shall be constructed which will project above a ridge line of significance when viewed from adjacent properties. Ridge lines of significance shall be identified in the hillside analysis accompanying the project submittal for a subdivision or shall be shown on the individual site analysis plan for individual lots. Upon review of the project submittal, the Planning Manager or ~~their~~ designee, shall determine the ridges of significance for the site. Ridge lines of significance shall include, but not be limited to the following, and may include ridge lines or ridge line complexes which meet the criteria listed below:

1. Ridge lines and ridge line complexes which are visible from existing and/or planned collector and arterial roadways,

~~4.2.~~ Ridge lines and ridge line complexes which are visible from surrounding vantage points when viewed from a location with an elevation difference of a maximum of three hundred (300) vertical feet from the property line of the subject parcel/structure,

~~2.3.~~ Ridge lines and ridge line complexes which have a vertical height increase of more than three hundred (300) feet as measured from the point of the ten percent (10%) slope line of the ridge or ridge complex, and

~~3.4.~~ Other significant ridge lines or ridge line complexes as determined during the site analysis process.

~~4.B.~~ Prior to the issuance of any building permits, cross-sections shall be submitted showing the relationship of the proposed development with established mountain top ridge lines and ridge lines of significance when applicable.

SECTION 14-22A-~~42~~13 SUBMITTAL REQUIREMENTS FOR CONSTRUCTION ON A HILLSIDE LOT

1. In addition to drawings, plans, specifications and details necessary to obtain a building permit, the following ~~documentary requirements and certifications~~ shall be provided for staff review:

1. A topographic map at an appropriate scale on a 24" x 36" sheet presenting the total lot and a twenty (20) foot area beyond the property line shall be submitted with the application. This map shall show existing and proposed finished contours at two (2) foot intervals within a twenty (20) foot perimeter from any proposed building, five (5) foot intervals elsewhere. Existing contours shall be shown with dashed lines. This map shall show limits of excavation and fill, slope of cut and fill, total cubic yards of excavation and fill. The location and area of the sewage disposal systems, if public sewers are not provided.

2. Detailed site plans and landscape plans at an appropriate scale, shall be submitted with each application and shall include, but not be limited to, the following: grade and slope in percent at all disturbed areas. Dimensions and calculations of all cut and fill for the building site, roads, drives, swimming pools, septic systems and the method of concealment for each fill or exposed cut. Dimensions of length and height of retaining walls, fences and other attachments; the location and grade of all drainage channels, swales, drain pipes, etc. The amount and degree of surface disturbance, destruction or removal of natural vegetation. Protected desert vegetation shall be preserved in an appropriate manner in accordance with the Desert Lands Conservation Overlay district. (Ord. No. 05-44)
3. Cross sections at 1:1 scale, at two (2) or more locations perpendicular to the contours through the building site. Location of the cross-sections shall be clearly shown on the topographic map. Properties impacting ridge lines shall provide additional cross-sections indicating their relation and impact on such ridge lines as established in Section 14-22A-9.
4. An overall excavation, grading and drainage plan shall be prepared in accordance with sound professional engineering practices and to address minimum standards adopted by the City. Said plans shall be prepared and certified by a professional engineer registered in the State of Arizona. If any drainage structures or culverts are involved, it will be necessary to include calculations for peak flows for a 100 year storm to establish appropriate drainage facilities, cross-sections and details. Storm water diverted from its original drainage pattern shall be returned to its natural course before leaving the property.
5. Where possible and appropriate on less complex lots and lots with acceptable site conditions, the combining of the above maps into one drawing may be acceptable.
6. The Planning Manager, or their designee, may require an accurate oblique view architectural rendering in color; showing the appearance of the building, lot, landscaping, and skyline. The Planning Manager may also require a model if determined necessary to evaluate the project. The model may be a three dimensional physical model or it may be a computer generated model in a three dimensional format and presented by a series of prints or by a disc that can be viewed on a monitor. The rendering and the model will remain in the custody of the Planning Manager until a Certificate of Occupancy is issued. On the rendering or attached thereto, the applicant shall list all colors depicted on the exterior of all structures according to Section 14-22A-4.B.
7. Plans for any structure to be constructed on any land governed by these Hillside Regulations shall be sealed by a registered engineer or architect.
8. The plans for any hillside development of any kind or nature whatsoever, must be approved by the staff and appropriate permit(s) issued, before any grading, bulldozing, blasting, or movement of earth is commenced.

SECTION 14-22A-13 — RESERVED

SECTION 14-22A-14 INSPECTIONS

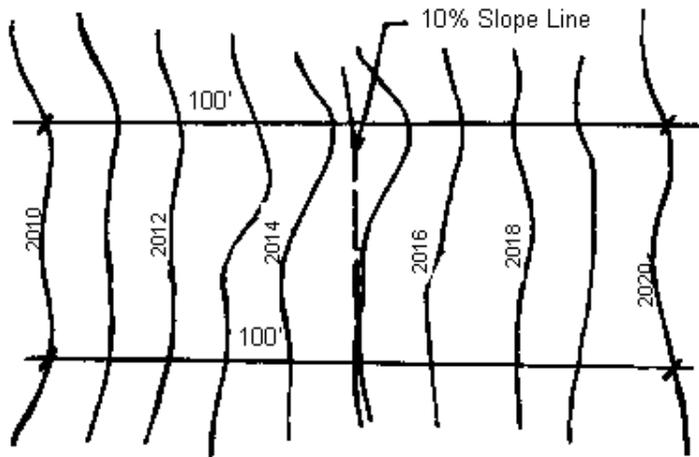
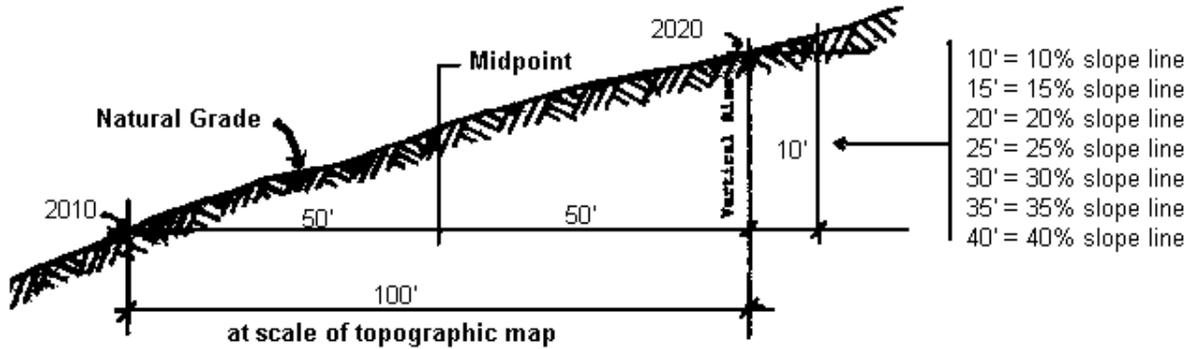
- ~~A.~~ Inspections may be made to insure compliance with this Article. Inspections to ensure compliance with this Article are required and shall occur prior to issuance of the first certificate of occupancy or equivalent.
- ~~1.B.~~ The applicant shall request from the City a preliminary inspection before commencing construction. This inspection shall document the original condition of the site through photos which shall be compared against historic aerial photos to ensure no disturbance has occurred prior to permitting.
- ~~2.~~ Prior to the inspection of property, an authorized employee shall attempt to obtain the consent of the property owner or representative pursuant to this Article. If consent is denied, the employee may conduct an inspection as permitted pursuant to applicable state or federal law.

SECTION 14-22A-15 ENFORCEMENT / COMPLIANCE

- ~~1.A.~~ Violations should be reported by the City to the property owner, together with a Compliance Order describing the measures required to correct the violation(s). Failure to comply with the terms of a Compliance Order shall constitute a violation of this Article.
- ~~2.B.~~ In those instances where a Site Disturbance Activity has commenced within a Hillside Development Area without an approved Slope Category Determination Study or where another violation of this Article has occurred, the City may issue a Stop Work Order to terminate immediately all development or construction related Site Disturbance Activity on the site, parcel or property. In addition, the City may revoke any or all of the permits issued by the City for the site, parcel or property. Upon the issuance of a Stop Work Order, the responsible party shall immediately terminate all activities on the site and then contact the City of Peoria Planning Division regarding what measures should be taken to eliminate any problems resulting from the development activity. Failure to comply with the terms of a Stop Work Order shall be a violation of this Article.
- ~~3.C.~~ Violations of this Article are subject to prosecution by the City of Peoria ~~as a Misdemeanor violation~~ under the City Code and shall be punishable as provided by law.

Figure 2

SLOPE CALCULATION



Typical Example for determining 10% slope line.

Figure 3

HILLSIDE DEVELOPMENT

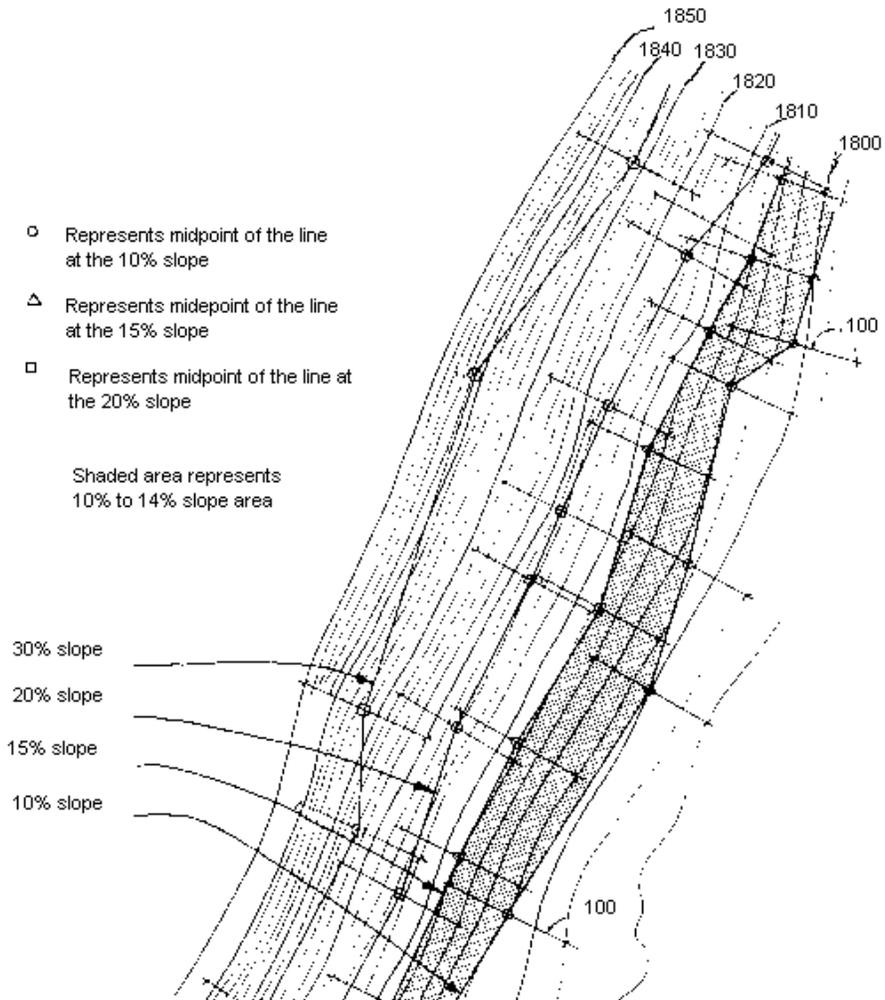
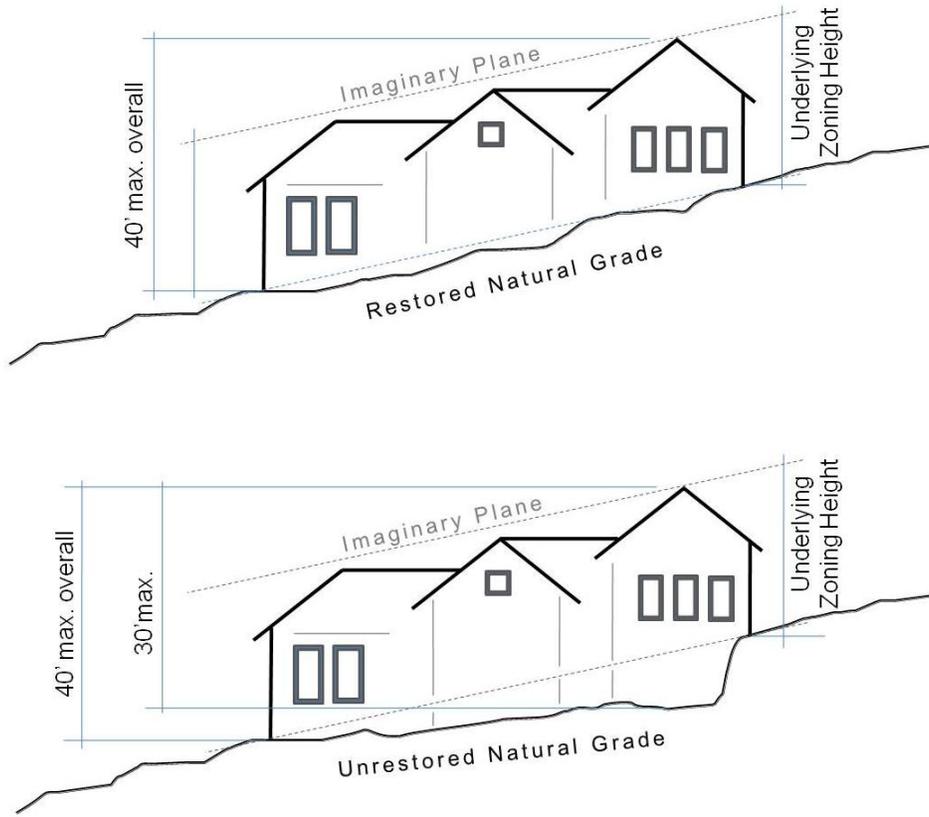
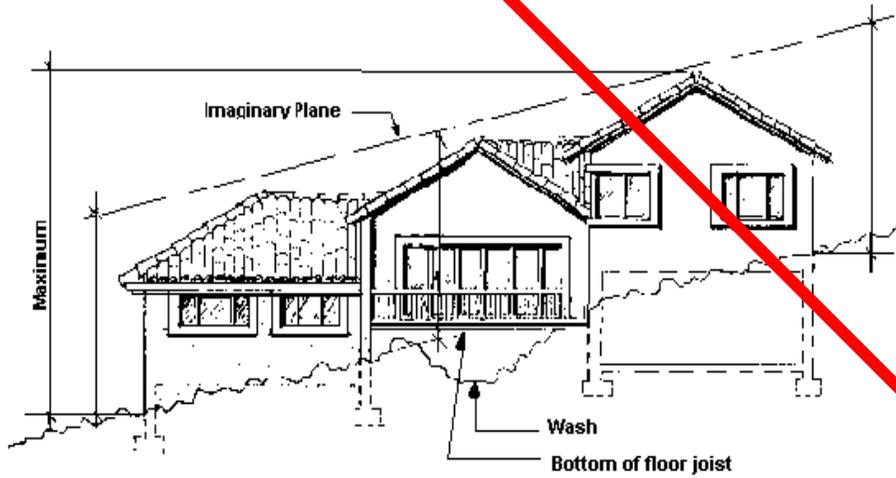
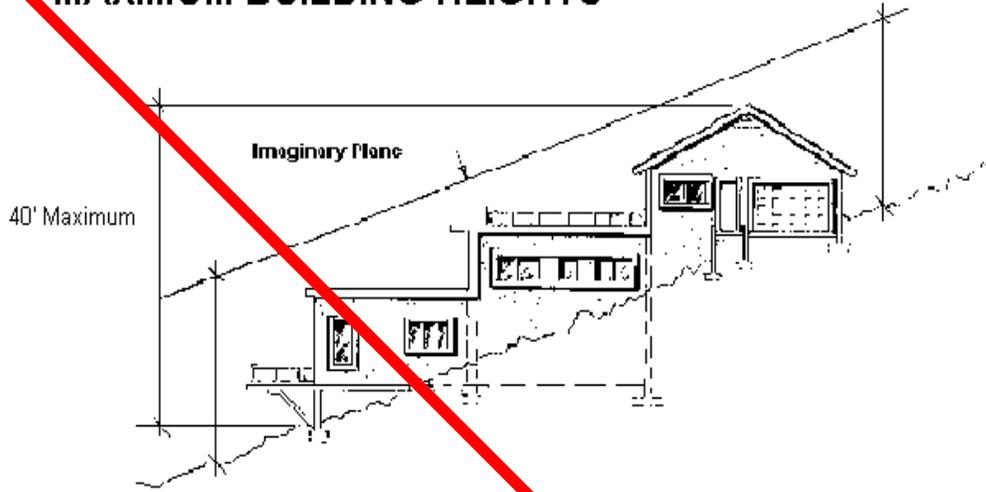


Figure 4



MAXIMUM BUILDING HEIGHTS



Questions from the Homebuilder's Association of Central Arizona (HBACA) with Staff Responses

1. **SECTION 14-22A-6, 2** :: "...vertical plane shall exceed a height of thirty-five (30)..."
Should the height be 35' or 30'? *Typo – correction (30') made.*
2. **SECTION 14-22A-7, C** :: "...if they are restored to their natural contours, vegetation and colors **to the satisfaction of the Staff.**"
"To the satisfaction of the Staff" is subjective. Please define what this means. Perhaps: Disturbed areas may be reclaimed if such that they: 1. are restored to their natural contours, vegetation and colors ~~to the satisfaction of the Staff. Such restoration shall~~ and 2. reflect the natural condition as depicted in historical aerial photos and site photos taken prior to the development of the site. *Suggested change accepted and added to document.*
3. **SECTION 14-22A-7, C** :: Is there a required survival rate for native re-vegetation? *Not specifically, however as with our landscape code, it is our intention to achieve 100% survival.*
4. **Figure 4** :: Does the overall height limitation of 40' apply to commercial buildings such as a golf course club house? *Yes. It is likely that any future golf courses would occur within a PAD or PCD master-planned community which allows for customized development standards. If additional height is needed, the PAD/PCD can be either written for more height or modified as needed (within reason).*
5. Do all of these restrictions apply to non-residential structures? *Yes, except where noted (i.e. cell towers, utilities, etc.).*
6. Any considerations or restrictions for water storage facilities? – views from distance, color, buried tanks, maximum capacity, etc? *? It has been the City's policy to camouflage these items when developing them as a CIP project. We have examples of buried / partially buried tanks, tanks designed to the existing topography, and painted tanks that attempt to blend with the surrounding area. We also have the Vistancia (privately built) tank which is entirely underground. This comment has encouraged us to add some language into our ordinance that requires screening of these facilities; however because we realize that these facilities really should be considered on a site-by-site basis, we have identified some minimum criteria for all facilities, then added short list additional screening alternative in order of preference. Not wanting to be over-prescriptive, we defining our intention and encouraging the developer and City staff to work together to develop a design that meets the intent of the ordinance. I've included the draft language below. This language is still under review internally, so any comments are certainly welcomed.*

Water storage facilities, pumping stations and related facilities shall be designed to minimize their visual impact. All such facilities shall be painted to match the predominant color of the natural terrain, disturbed terrain shall be dyed to blend with surrounding area, and walls shall be contextually sensitive in terms of color

and materials. Additional screening techniques are provided in order of preference in the list below. Final designs must be approved by the Public Works Director or designee.

- ***Subterranean design***
- ***Partial subterranean design***
- ***Restricted height equal to or less than that of the perimeter site wall***
- ***Design tank and walls to follow natural topography***
- ***Context-sensitive berming / screening***
- ***Vegetative screening***

7. Do the overall maximum % disturbance areas apply to golf course construction? Yes.

8. Are maximum turf acreages for golf courses the same for hillside golf courses as they are for non-hillside courses? *We don't have maximum turf acreages for golf courses, hillside or otherwise.*

ORDINANCE NO. 2011-08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 14 OF THE PEORIA CITY CODE (1977 EDITION), BY AMENDING ARTICLE 14-22A "HILLSIDE DEVELOPMENT OVERLAY DISTRICT"; OF THE PEORIA ZONING ORDINANCE; PROVIDING FOR SEPARABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Maricopa County, Arizona, held a public hearing on February 3, 2011 to consider a proposed amendment to the Peoria City Code, after notice in the manner provided by law; and

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance, and manner provided by law including publication of such in the Peoria Times on December 31, 2010; and

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Arizona at its regularly convened meeting of February 13, 2011, voted to recommend to the Mayor and Council of the City of Peoria, Arizona, that amendments be made to the Peoria City Code (1977 edition) and Chapter 24 of the Peoria City Code; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, have considered the recommendation of the Planning and Zoning Commission of the City of Peoria, Arizona, and deem it to be in the best interest of the public health, safety and welfare of the residents of the City of Peoria, Arizona to amend Article 14-22A "Hillside Development Overlay District" of Chapter 14 of the Peoria City Code (1977 edition):

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 22nd day of March, 2011.

Bob Barrett, Mayor

Date Signed

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times

Publication Dates: March 25, 2011 and April 1, 2011

Effective Date: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

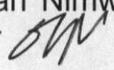
CC: **4C**
Amend No. _____

Date prepared: February 16, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager

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

FROM: Glen Van Nimwegen, AICP, Planning & Community Development Director 

SUBJECT: Initial Zoning Z10-0282: Establish initial zoning of General Agricultural (AG) on approximately 16.4 acres of recently annexed and privately-owned land generally located at the southeast corner of 81st Avenue and Beardsley Road.

RECOMMENDATION:

The Mayor and Council concur with the Planning and Zoning Commission recommendation to adopt the attached Ordinance to establish initial zoning on a recently annexed 16.4 acre property generally located at the southeast corner of 81st Avenue and Beardsley Road, thereby changing the zoning on the property from City of Glendale Agricultural (A-1) to City of Peoria General Agricultural (AG).

SUMMARY:

The subject parcel was part of a recently completed cooperative annexation/deannexation effort with the City of Glendale (ANX09-03 & ANX09-04). Peoria annexed this 16.4 acre parcel and deannexed a 4.5 acre parcel located south of this parcel and east of the New River. The land-swap aligned with operational and service-delivery goals.

The City has recently completed annexation activities on an annexation request at 81st Avenue and Beardsley Road. Pursuant to A.R.S. §9-471.D and Section 14-4-3 of the Peoria City Code, the City must begin the process of assigning City zoning to the annexed property within six (6) months following the official adoption of the annexation.

Per State Statute, the initial corresponding zoning shall not permit densities and uses more intense than those permitted by the County prior to the annexation. The closest City of Peoria zoning category to the City of Glendale A-1 zoning is AG – an agricultural zoning classification. This request is consistent with the State Statute.

No additional entitlement requests are being proposed or anticipated at this time.

PLANNING & ZONING COMMISSION ACTION:

On January 20, 2011, at a public hearing, the Commission voted unanimously in favor of recommending approval of the request to establish initial City zoning for subject property that was annexed into the City of Peoria from the City of Glendale. The zoning change would be from Glendale A-1 to Peoria AG.

ATTACHMENTS:

- Proposed Ordinance
- January 20, 2011 Planning & Zoning Commission Staff Report

CONTACT: Ed Boik, Planner, 623-773-7565

ORDINANCE NO 2011- 11

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ESTABLISHING INITIAL ZONING ON PROPERTY FROM CITY OF GLENDALE A-1 ZONING DISTRICT TO CITY OF PEORIA AG ZONING DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on January 20, 2011 in zoning case Z 10-0282 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for initial city zoning of the subject parcel as described below from City of Glendale A-1 zoning district to City of Peoria AG zoning district as provided in Section 14-19 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on December 31, 2010; 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 initial 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 number of parcels of land in Peoria, Maricopa County, Arizona, which are more accurately described in Exhibit A to this Ordinance, are hereby initially zoned from City of Glendale A-1 zoning district to City of Peoria AG zoning district.

SECTION 2. 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 better defined in the corresponding City zoning map as shown as Exhibit B and the Legal Description as shown on Exhibit A.

SECTION 3: 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 of the City of Peoria,
Maricopa County, Arizona this 22nd day of March, 2011.

Bob Barrett, Mayor

Date Signed

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times
Publication Dates: March 25, 2011 and April 1, 2011
Effective Date: _____

**EXHIBIT A
LEGAL DESCRIPTION**

That portion of the East half 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;

Thence South 89 degrees 52 minutes 21 seconds East, along the North line of said Northwest quarter of Section 26 a distance of 1321.75 feet to a point on the West line of said East half of the Northwest quarter of Section 26 and the **Point of Beginning**;

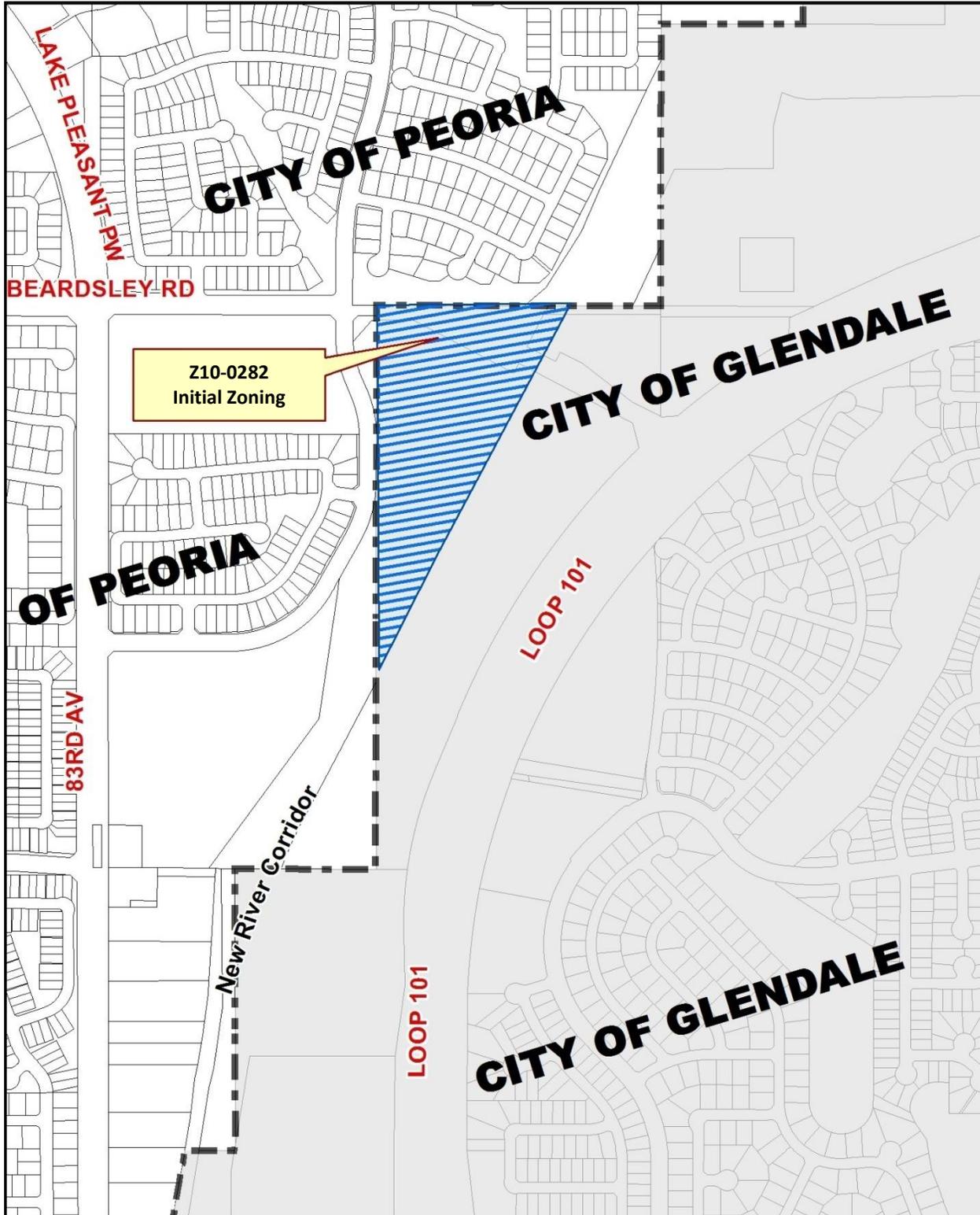
Thence continuing South 89 degrees 52 minutes 21 seconds East a distance of 924.23 feet;

Thence South 27 degrees 48 minutes 30 seconds West a distance of 1,981.41 feet to a point on said West line of the East half of the Northwest quarter of Section 26;

Thence along said West line North 00 degrees 00 minutes 15 seconds East a distance of 1,754.64 feet to the **Point of Beginning**.

Except: The North 40.00 feet thereof.

**EXHIBIT B
MAP**





REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 10-0282
DATE: January 20, 2011
AGENDA ITEM: 5R

Applicant: City of Peoria

Request: Establish equivalency zoning for approximately 16.4 gross acres of recently annexed property from City of Glendale Agricultural (A-1) to City of Peoria General Agricultural (AG) pursuant to state annexation statutes.

Proposed Development: None. The rezoning is required by state statute.

Location: The site is generally located on the southeast corner of 81st Avenue and Beardsley Road (Assessor Parcel Numbers 200-30-010-M & 200-30-010-N).

Site Acreage: 16.4 acres

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

Recommendation: Approve

AREA CONTEXT

Table 1: Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	High Density Residential (15+ du/ac, target 18 du/ac)	Glendale Agricultural (A-1)
North	Single Family Residential	Low Density Residential (2-5 du/ac, target 3 du/ac)	PAD 93-10A.6 Fletcher Heights
South	Vacant; New River	Water	Glendale AG
East	New River; Vacant; Loop-101	Glendale	Glendale AG
West	Apartments	High Density Residential (15+ du/ac, target 18 du/ac)	PAD 93-10A.6 Fletcher Heights

Annexation and Case History

1. The parcel was annexed into the City in November of 2010 (Case ANX09-03). No other case history is applicable to the parcel.

PROJECT DESCRIPTION

Site and Project Details

2. The subject property is a 16.4 acre triangular-shaped parcel situated between 81st Avenue on the west and the centerline of New River on the east.
3. The eastern half of the parcel is located within the New River floodplain and would require significant engineering to accommodate development.
4. The subject parcel was part of a cooperative annexation/deannexation effort with the City of Glendale (ANX09-03 & ANX09-04). Peoria annexed this 16.4 acre parcel and deannexed a 4.5 acre parcel located south of this parcel and east of the new river. The land-swap aligned with operational and service-delivery goals.

DISCUSSION AND ANALYSIS

5. Pursuant to A.R.S. §9-471.D and Section 14-4-3 of the Peoria City Code, the City must begin the process of assigning City zoning to the annexed property within six (6) months following the official adoption of the annexation.
6. Per State Statute, the initial corresponding zoning shall not permit densities and uses more intense than those permitted by the County prior to the annexation. The closest City of Peoria zoning category to the Glendale Agricultural (A-1) zoning is City of Peoria General Agricultural (AG). This request is consistent with the State Statute

Public Notice

7. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted on January 4, 2011 with a sign meeting the size and content requirements prescribed by the Planning Division.

FINDINGS AND RECOMMENDATION

8. Based on the following findings:
 - The initial zoning request is mandated by the State Laws on annexation of properties into a municipal jurisdiction.
 - The proposed initial zoning of Peoria's AG district is similar in density and uses as permitted by Glendale under Glendale's A-1 district.
 - The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan.

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

Recommend to the City Council approval of Z 10-0282, establishing the initial zoning of property as Peoria AG.

Attachments:

Exhibit A	Vicinity Map
Exhibit B	Zoning Map
Exhibit C	Land Use Map

Prepared by:	Ed Boik Planner
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Vicinity/Aerial Map

Exhibit A



Z10-0282 Initial Zoning

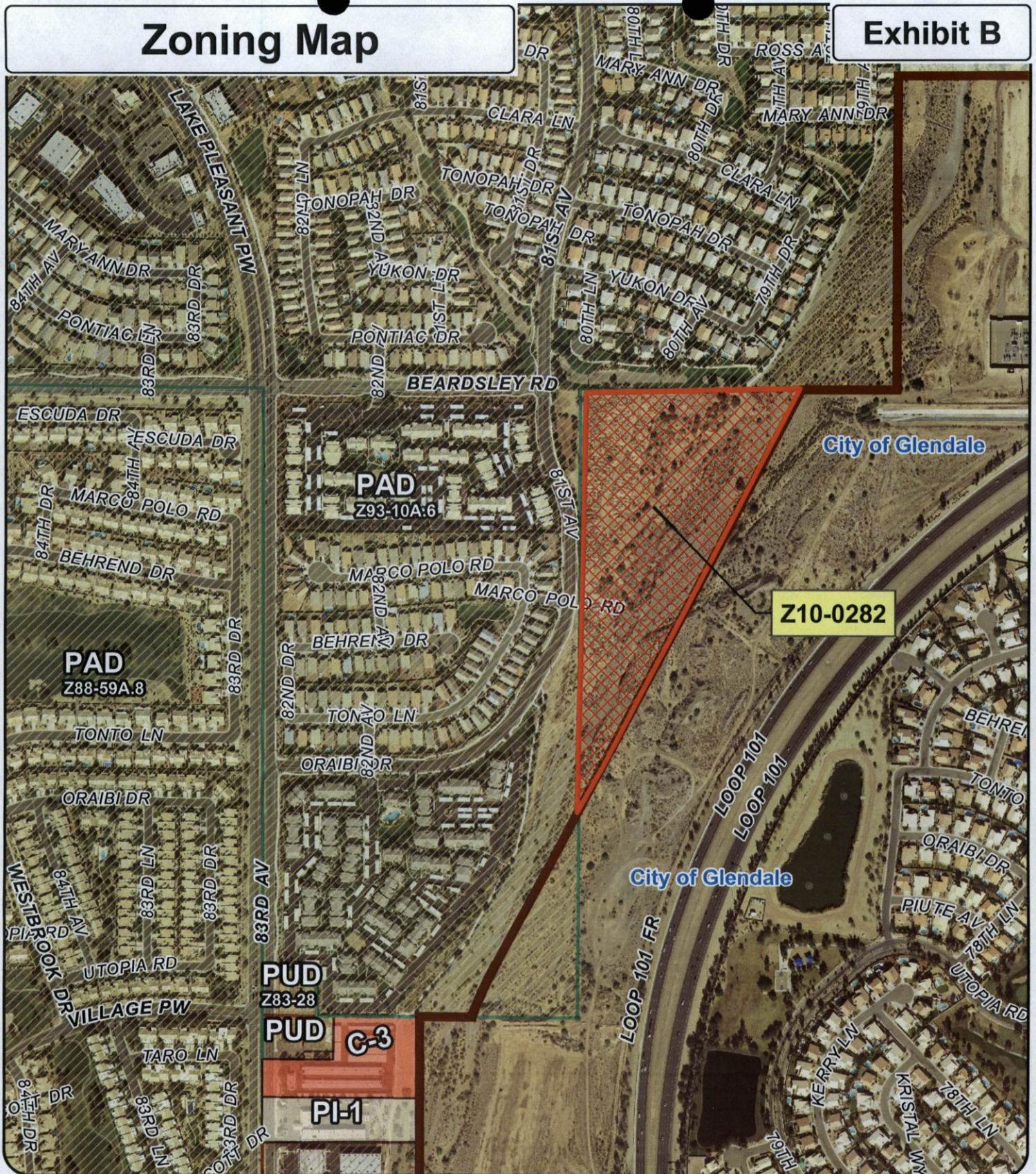
Applicant: City of Peoria

Request: Initial Zoning from Glendale A-1 to Peoria AG District



Zoning Map

Exhibit B



Z10-0282 Initial Zoning

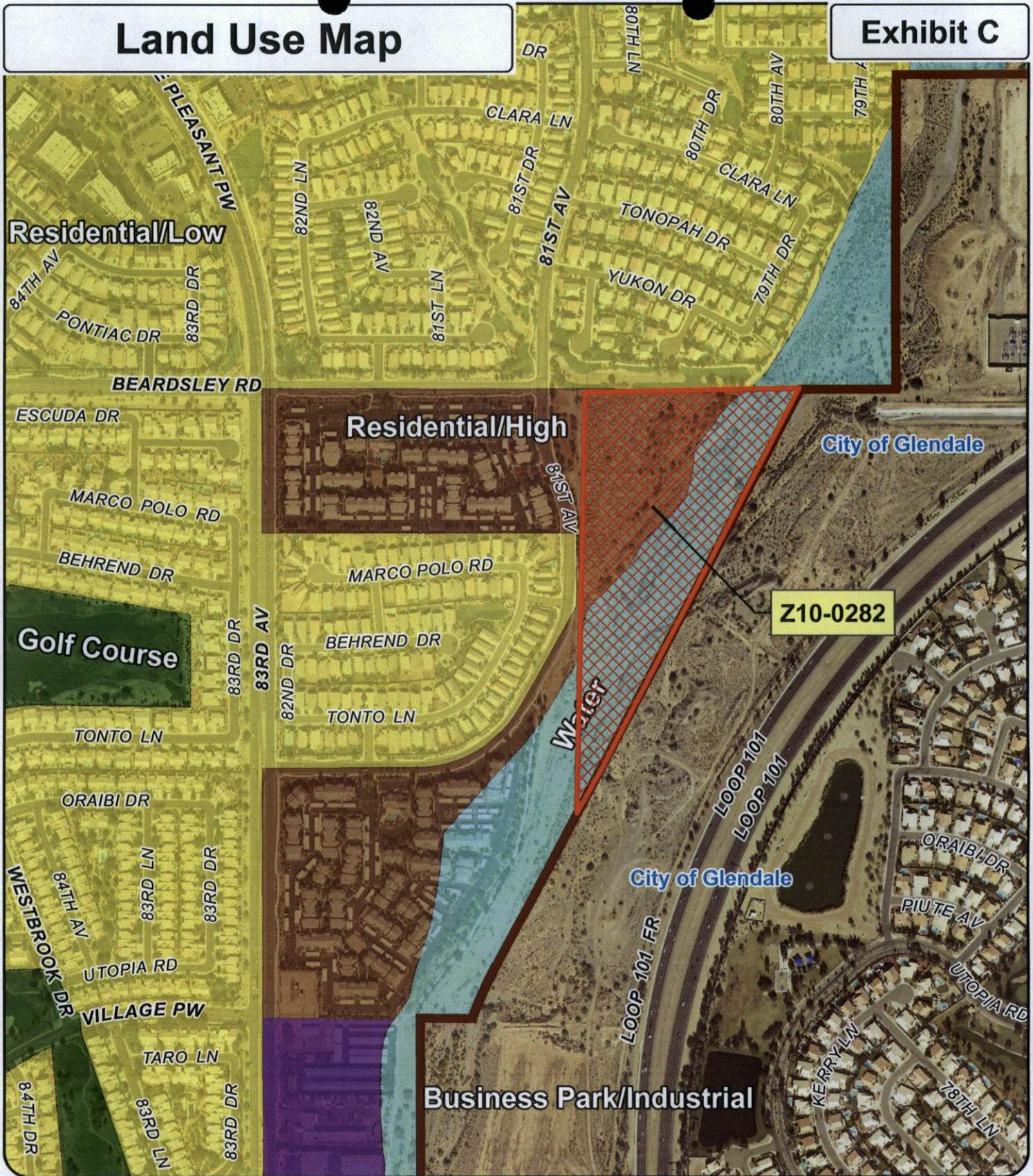
Applicant: City of Peoria

Request: Initial Zoning from Glendale A-1 to Peoria AG District



Land Use Map

Exhibit C



Z10-0282 Initial Zoning

Applicant: City of Peoria

Request: Initial Zoning from Glendale A-1 to Peoria AG District



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: 5C
Amend No. _____

Date prepared: February 17, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager
THROUGH: Susan J. Daluddung, Deputy City Manager
FROM: J.P. de la Montaigne, Community Services Director
SUBJECT: Library Services & Technology Act Grant Requests

RECOMMENDATION:

Discussion and possible action to approve staff to apply for two Library Services and Technology Act (LSTA) grants administered by the State Library, Archives and Public Records Agency.

SUMMARY:

The library plans to submit two grant applications. The first is for funds to purchase materials and learning development tools for the initial stages of literacy at the Main Library. The second grant is to request new tables for the children's computer lab at the Main Library.

The library plans to request a total of \$20,000 for the projects. These grants are funded by the U.S. Institute of Museums and Library Services and are offered to Arizona libraries annually.

The library has received over \$130,000 from the State Library over the past five years for a Teen Center, WiFi, technology upgrades and employment assistance programs and services.

FISCAL NOTE: LSTA grants do not require matching funds from recipients. No fiscal impact.

CONTACT: David Hunenberg, Library Manager 623-773-7557

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: 6C
Amend No. _____

Date prepared: February 22, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager

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

SUBJECT: Contract Amendment, Entellus, Inc., Westbrook Village Storm Drain Improvements, 87th Avenue and Beardsley Road and 87th Avenue and Lake Pleasant Parkway

RECOMMENDATION:

Discussion and possible action to approve Contract Amendment No. 8 to Entellus, Inc. in the amount of \$3,570 to convert the as-built drawings to the City's updated format for the Westbrook Village Storm Drain Improvements Project; Basin Modifications to Lake Pleasant Basin located at 87th Avenue and Lake Pleasant Parkway and Fletcher Heights Basin located at 87th Avenue and Beardsley Road.

SUMMARY:

The Westbrook Village (WBV) Golf Club was awarded a judgment from the Superior Court whereby the City of Peoria (city) was ordered to retain the run-off from storm water falling within the boundaries of each of the developments north of WBV, sufficient to retain up to and including the two-hour one hundred year storm (Injunction 8/20/03).

The City, with involvement of the WBV Golf Club, developed a Verdict Implementation Study to provide a basis for drainage improvements needed to abide by the terms of the verdict. On August 21, 2006, Council awarded the original design services contract to Entellus, Inc. On January 6, 2009 Council awarded the construction contract to Pulice Construction, Inc. The city completed the improvements in accordance with the Verdict Implementation Plan last summer.

Council Communication
Westbrook Village Storm Drain Improvements
Contract Amendment No. 8 – Entellus, Inc.
March 22, 2011
Page: 2

Given the duration of this project, and the City's subsequent change to submittal requirements for as-built drawings, the Consultant has proposed to convert the current as-builts to the new format with this proposal.

The Contract Amendment No. 8 task is to perform the conversion of the current as-builts to the newly rectified Arizona State Plane Coordinate System.

Staff recommends approval of Contract Amendment No. 8 for the conversion to the rectified Arizona State Plane Coordinate System in the amount of \$3,570.

A summary of the revised contract is provided below:

Original Design Contract	\$874,593
Contract Amendment No. 1	13,815
Contract Amendment No. 2	16,500
Contract Amendment No. 3	0
Contract Amendment No. 4	0
Contract Amendment No. 5	0
Contract Amendment No. 6	29,725
Contract Amendment No. 7	15,950
Contract Amendment No. 8	<u>3,570</u>
Revised Contract	\$954,153

FISCAL NOTE:

Funding for this contract is available in the FY2011 Capital Improvement Program. Payment will be from the General Obligation Bond Fund Storm Drain System Account 4240-4240-543004-CIPDR-EN00003CO in the amount of \$3,570.

ATTACHMENT:

1. Vicinity Map

CONTACT: Burton Charron, Senior Civil Engineer, 623-773-7237



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



EN00003

WBV Storm Drain Improvements

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

The contract
pertaining to this
agenda item is on file
in the City Clerk's
Office.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: 7C
Amend No. _____

Date prepared: March 8, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager

FROM: Scott Whyte, Economic Development Services Director

SUBJECT: City Council authorization for the approval of proposal P-11-0039 for the Sports Complex Redevelopment Opportunity to Osage West, LLC for their "Peorian at the Sports Center Retail District Project"

RECOMMENDATION: Authorize the City Manager to approve proposal P-11-0039 for Osage West, LLC and the Redevelopment Opportunity at the Sports Complex.

SUMMARY:

Osage West, LLC has developed a plan to build out the 17-acre parking lot west of the Sports Complex into an entertainment destination that will offer formal and informal entertainment opportunities. The plan is in line with the placemaking concept developed in the Sports Complex Urban Redesign Plan and includes public gathering areas, a hotel, retail shopping, dining, working and living spaces, in addition to parking garages. The Osage West proposal includes a detailed scope of work.

CONTACT: Maria Laughner at 623-773-5121



City of Peoria, Arizona

Notice of Request for Proposal

Request for Proposal No: P11-0039	Proposal Due Date: January 24, 2010
Materials and/or Services: Redevelopment of 17-Acre Peoria Sports Complex Parking Lot	Proposal Time: 5:00 P.M. AZ Time
Project No: NA	Contact: Lisa Houg, CPPB
	Phone: (623) 773-7115

Mailing Address: **City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: _____ Telephone: _____ Email: _____

_____	_____
Company Name	Authorized Signature for Offer
_____	_____
Address	Printed Name
_____	_____
City State Zip Code	Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: _____ City Clerk CC: _____ Contract Number: _____ _____ City Seal Official File: _____	City of Peoria, Arizona. Effective Date: _____ Approved as to form: _____ Stephen M. Kemp, City Attorney Contract Awarded Date _____ _____ Carl Swenson, City Manager
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REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. INQUIRIES: Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. PROSPECTIVE OFFERORS CONFERENCE: A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. LATE PROPOSALS: Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. WITHDRAWAL OF PROPOSAL: At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. AMENDMENT OF PROPOSAL: Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. PAYMENT: The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. NEW: All items shall be new, unless otherwise stated in the specifications.

9. DISCOUNTS: Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. TAXES: The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. VENDOR REGISTRATION: After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



STANDARD TERMS AND CONDITIONS

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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P11-0039

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Redevelopment of 17-Acre Peoria Sports Complex Parking Lot.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Term of Contract:** The term of any resultant contract shall commence upon award and shall remain in effect until all work required by the contractor is completed and accepted by the City. Work shall not commence until authorization to proceed is received from the City.
6. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
7. **Pre-Proposal Conference:** A conference will be held at the City of Peoria, Development and Community Services Building:

ADDRESS: 9875 N. 85th Avenue
Peoria, Arizona 85345
Point of View Conference Room

DATE & TIME: Thursday, January 6, 2011 at 2:00 p.m.

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

8. **Proposal Format:** Proposals shall be submitted in one (1) original and six (6) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in accordance with the Scope of Work, Submittal Requirements section.
9. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Project Understanding and Plan and Method of Approach.
 - b. Work Plan and Task Schedule.
 - c. Firm's Experience, Staff Capabilities and References.
 - d. Financial Considerations.
 - e. Conformance to Request for Proposal.



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The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

11. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
12. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
13. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
14. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
15. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
16. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

17. **Required Insurance Coverage:**
 - a. Commercial General Liability



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Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

- 18. Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.



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If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

19. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

20. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

21. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.



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- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
22. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
23. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date
24. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
25. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- Cancel any contract;



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- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.
26. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

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The City of Peoria is soliciting detailed proposals for the redevelopment of a 17-acre parking lot located on the east side of 83rd Avenue, south of Paradise Lane at the Peoria Sports Complex (see Exhibit A). Proposals are being sought from fully-assembled development teams that have both the development experience and financial ability to execute immediately. The City is offering to the best proposer the opportunity to enter into a long-term ground lease of the City-owned 17-acre property at subsidized rates in order to attract the very best mixed-use design and development to the Entertainment District of Peoria, which includes the Peoria Sports Complex. The City also may, in its discretion, be willing to include a purchase option in the leasehold interest. Of special interest will be the developer's experience with planning, constructing, financing and leasing mixed-use projects, as well as an acceptable time frame for completion.

1. PROJECT DESCRIPTION

The City of Peoria recently adopted its Peoria Sports Complex Urban Design Plan (Plan) (<http://www.peoriaaz.gov/content2.aspx?ID=17768>). A main component of the Plan is the redevelopment of key areas within the Peoria Sports Complex. This Request for Proposals (RFP) focuses on the development of a 17-acre parking lot owned by the City of Peoria located on the east side of 83rd Avenue, south of Paradise Lane. The purpose of the project will be to encourage the redevelopment of the property as a mixed-use development that includes a mix of specialty retail, restaurants, hotels, entertainment, as well as ancillary uses.

Attached is the preferred site plan as envisioned in the adopted Peoria Sports Complex Area Urban Design Plan - Preferred Plan Lifestyle and Entertainment Village (see Exhibit B). This plan is the baseline to respond to; however, other designs and site plan ideas are encouraged in order to determine the best approach for the future of the area.

The City is presently engaged with Gensler to develop an implementation plan for the Entertainment District that will do the following: develop an identity for the district, identify improvements to create a sense of place and pedestrian connectivity, as well as determine a complete package of signage to promote the district. The identity that the City develops through this project will be expected to carry over into any development concept for the parking lot.

Other developments that are in the pipeline for the District include:

- a frontage road concept paralleling Loop 101 to enter the Entertainment District, which will relieve traffic from Bell Road;
- \$21 million has been allocated over the next three years for stadium and team facility upgrades as well as expansion and renovations at the City-owned sports complex stadium; and
- ADOT intends to make improvements to reduce congestion at Bell Road and the Loop 101 as part of the HOV lane project on the Loop 101 in Peoria, which is scheduled to start in 2011.



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2. DEVELOPMENT GOAL

The goal of this RFP effort is to identify the best entertainment destination project possible, and the best qualified development team that is already assembled with financing in place. This RFP includes the public land disposition process for the resulting ground lease that would define how the parking lot could be redeveloped, as well as to drive development for the balance of the District. This process is also aimed at meeting a variety of community needs that will provide a mix of uses that promote consumer interaction and an iconic public gathering space within the 17-acre site. It combines the possible retail, service, restaurant, and other uses that are typically associated with Entertainment Districts, as well as offers public gathering areas where residents can shop, conduct business, dine, relax and enjoy formal and informal entertainment opportunities.

Particular attention should be paid to the design of any necessary parking structures associated with the proposed project. The efficient access to and departure from any proposed parking structures needed to facilitate the project must be fully described in a proposal submittal. Of paramount importance for the City's relationship with its Spring Training baseball teams, the Seattle Mariners and San Diego Padres, is maximum efficiency for patrons to access, enter, depart and timely circulate out of the proposed project during peak usage times, including Spring Training during the month of March. Also, construction phasing plans should indicate the phases of development for the proposed project such that the parking structures are constructed and operational prior to any construction activity for other uses in the project to ensure that adequate parking is always available to patrons of the Sports Complex. Additionally, Exhibit C shows an area of the subject site that should be incorporated into project designs as multi-functional open space such that the City's existing expositions and events can remain unchanged and, in fact, incorporated into the flow and experience of the new project. Although incorporating this element into the project design is desirable, it is not a mandatory design consideration.

Items to be considered:

1. **Parking:** How and where would stadium patrons park? Number of parking spots for current stadium and future capacity. Current total parking spaces before and after planned amenities.
2. **Visibility:** How will the view corridor that is currently realized continue to be as attractive?
3. **Access:** Over the years, ingress and egress plans have been enhanced with annual improvements. How would access continue to be improved for fans coming and going to the game?
4. **Amenities:** How would current participants, fans, players, promoters, and team personnel benefit from the amenities planned?
5. **Community benefit:** How would planned improvements benefit the usage of the area for planned and promoted community special events and community gatherings?
6. **Stadium Improvements:** How might the project further enhance as well as be coordinated with the planned improvements of our current stadium and team practice facilities?



SUBMITTAL REQUIREMENTS

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1. PROPOSAL FORMAT

Proposals shall be submitted in one (1) original and six (6) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" x 11" paper with the text on one side only. The proposals shall not exceed fifty (50) pages in length, but shall include the following:

a) Project Understanding and Plan and Method of Approach

- 1) A detailed narrative of the development team's concept for the site. This concept plan should include at a minimum:
 - a. The types and mix of uses proposed
 - b. Assumptions about the amount and type of surface and structured parking that should be provided and where it will be located
 - c. Concept land plans showing potential building layout and square footage ranges by land use and type, as well as on- and off-site vehicular circulation and parking patterns
 - d. Estimated developer project costs and estimated financial benefits to the City as a result of the development
- 2) Demonstrate achievements in integrating all of the technical and aesthetic components of mixed-use development.
- 3) Demonstrate an understanding and approach to the project goals.
- 4) Demonstrate a realization that this project is critical to the City's goal to redevelop the Entertainment District, and therefore, the Developer is willing to work with the City of Peoria and others involved in all major phases of its design, planning and execution.
- 5) Share any project challenges you feel may impact this project.
- 6) Present a concept that meets or exceeds the development and design guidelines outlined within the Peoria Sports Complex Urban Design Plan.

b) Work Plan and Task Schedule

This shall include all program activities, deliverables and implementation of recommended phases of the project.

1. A detailed site plan with square footage ranges by type of use, which highlights the following elements:
 - a. A lease partitioning and tenant leasing plan (including actual possible tenants)
 - b. A construction phasing plan for complete build out (described in a timeline)
 - c. A parking plan that includes all relevant construction
- 2) Description of how you will address the above elements including key steps in the process.
- 3) Estimated timeline for each element and overall project schedule.
- 4) Present any proposed modifications to the City's standard ground lease.

c) Firm's Experience, Staff Capabilities and References

- 1) Corporate description, including addresses of office(s) and contact information. If the design will be a "joint venture" partnership or involve separate companies, describe the number and type of projects in which your organization(s) have been involved.
- 2) Statement detailing the relevant previous experience of the members of the development team. This shall include resumes of individuals who will perform the work outlined in this proposal. The proposal shall include a cover letter signed by an officer of the development company authorized to make a binding and contractual commitment for those firms submitting proposals.



SUBMITTAL REQUIREMENTS

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Phone: (623) 773-7115
Fax: (623) 773-7118

A single individual should be identified as the contact person for the team throughout the RFP process.

- 3) Provide a minimum of 3 references; include a picture or graphic illustrating your design, description of the entire project including location, dates of involvement, specific responsibilities, total dollar value of the entire project, and a reference from a municipality familiar with your work along with a contact name, phone number and e-mail address.

d) **Financial Considerations**

Evidence in writing to support the development team's financial ability, demonstrating the viability of the source of financial resources, to execute on their proposed plan according to the timeline proposed for build out. Financial ability should include both equity and debt capital capacity equal to the proposed cost of the project.

• **EVALUATION CRITERIA**

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- Project Understanding and Plan and Method of Approach
- Work Plan and Task Schedule
- Firm's Experience, Staff Capabilities and References
- Financial Considerations
- Conformance to Request for Proposal

• **PROPOSAL CRITICAL DATES**

A. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on **January 6, 2011 at 2:00 p.m.** at this address:

City of Peoria
Development and Community Services Building
Point of View Conference Room (First Floor)
9875 N. 85th Avenue, Peoria, AZ 85345

B. Proposal Due Date

Proposals shall be submitted in a sealed envelope with the RFP number and the Offeror's name and address clearly indicated on the front of the envelope.

Proposals shall be submitted in **one (1) original and six (6) copies** and shall be delivered by no later than **5:00 p.m. Arizona time on January 24, 2011** to the following location:

City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345



SUBMITTAL REQUIREMENTS

Solicitation Number: P11-0039

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

C. Interviews

The City will shortlist 3-5 development teams based on the criteria in this section. The City will interview the shortlisted firms. **The interviews for the project will be scheduled on February 17, 2011.**

D. City Contact for Questions

The designated contact person is Lisa Houg, Contract Officer, City of Peoria. All questions regarding the proposal should be sent in writing via email to Lisa.Houg@peoriaaz.gov.

Contact with city staff other than the designated contact person indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process.



EXHIBITS

Solicitation Number: P11-0039

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

EXHIBIT A – 17 Acre site at the Peoria Sports Complex

EXHIBIT B – 17 Acre site at the Peoria Sports Complex

EXHIBIT C – West Parking Lot

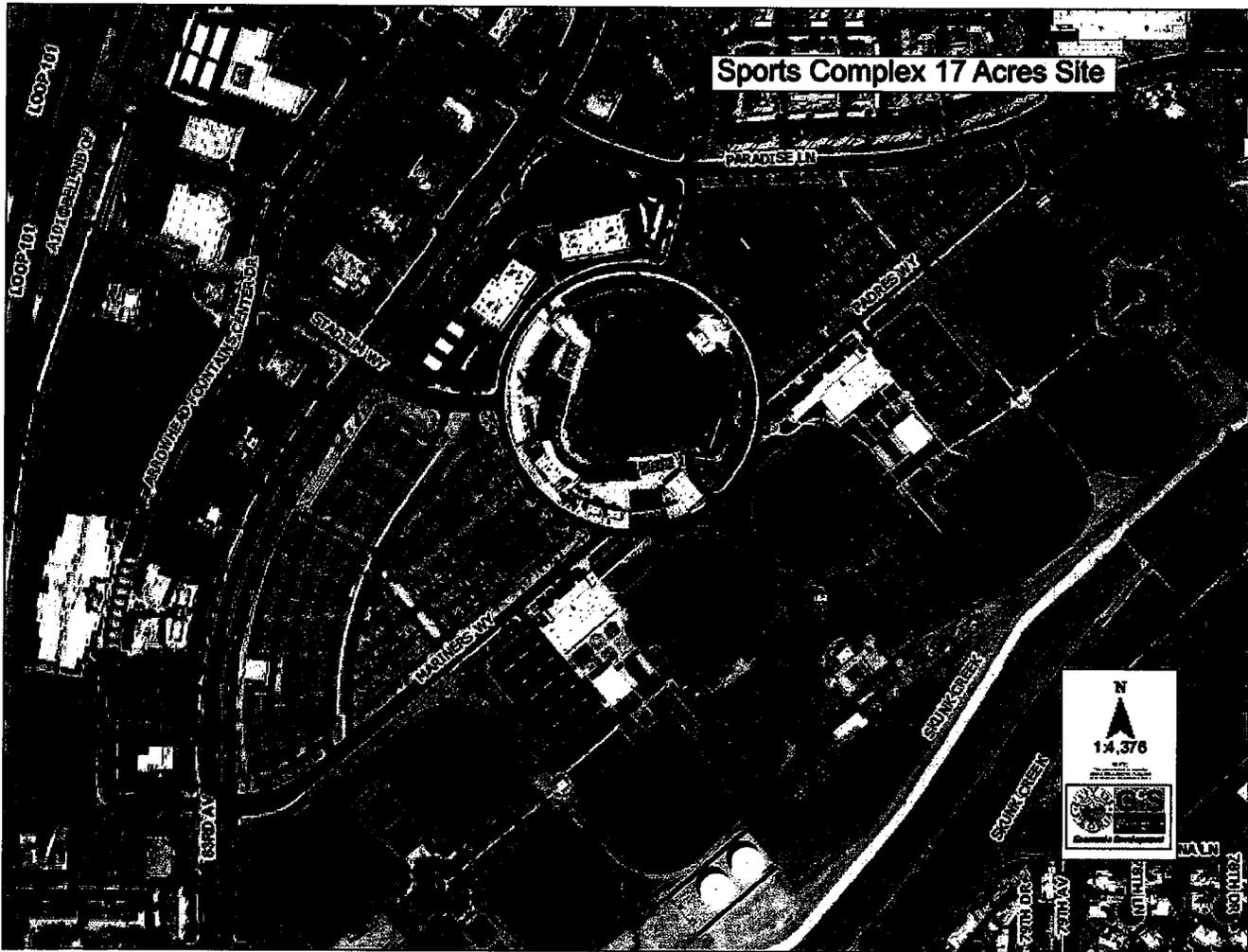


EXHIBIT A

Solicitation Number: P11-0039

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

EXHIBIT A – 17 Acre site at the Peoria Sports Complex



Q:\PROJECTS\General Development\General Map\Sports Complex\Map\SportsComplex_17Acres.mxd



EXHIBIT B

Solicitation Number: P11-0039

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

EXHIBIT B – 17 Acre site at the Peoria Sports Complex



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: 8C
Amend No. _____

Date prepared: February 14, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager

FROM: Scott Whyte, Economic Development Services Director

SUBJECT: City Council authorization to enter into an Exclusive Negotiating Agreement with Osage West, LLC on the Peorian at the Sports Center Retail District Project

RECOMMENDATION: Authorize the City Manager to enter into an Exclusive Negotiating Agreement with Osage West, LLC on the Peorian at the Sports Center Retail District Project.

SUMMARY:

Osage West, LLC has developed a plan to build out the 17-acre parking lot west of the Sports Complex into an entertainment destination that will offer formal and informal entertainment opportunities. The plan is in line with the placemaking concept developed in the Sports Complex Urban Redesign Plan and includes public gathering areas, a hotel, retail shopping, dining, working and living spaces, in addition to parking garages. The Osage West proposal includes a detailed scope of work.

The purpose of the ENA is to provide both Osage West and the City freedom to explore this opportunity in depth and to negotiate a potential public/private partnership for the financing, acquisition, development, and operation of the project.

ATTACHMENT: The Exclusive Negotiating Agreement is attached for your review.

CONTACT: Maria Laughner at 623-773-5121

**EXCLUSIVE NEGOTIATION AGREEMENT
FOR REDEVELOPMENT OF THE PEORIA SPORTS COMPLEX PARKING AREAS**

This Exclusive Negotiation Agreement for the Redevelopment of the Peoria Sports Complex Parking Areas (this "Agreement") is entered into this ___ day of _____ 2011 (the "Effective Date"), by and between the CITY OF PEORIA, ARIZONA, an Arizona charter municipal corporation (the "City") and OSAGE WEST, an Arizona limited liability company ("Osage West"), on the terms and conditions set forth below. The City and Osage West may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City issued a Request for Proposals ("P11-0039") on December 7, 2010 for redevelopment of the 17-acre Peoria Sports Complex parking lot (the "Project"). A copy of P11-0039 is attached as Exhibit "A."

WHEREAS, Osage West was the only entity that submitted a proposal in response to P11-0039.

WHEREAS, the City has determined Osage West's proposal to be acceptable and has awarded P11-0039 to Osage West.

WHEREAS, the City and Osage West are interested in exclusively negotiating with each other for the purpose of forming a public/private partnership for the financing, development, and operation of the Project.

WHEREAS, the City and Osage West desire to establish a period of time during which the Parties will exclusively negotiate with each other in good faith to establish the Project structure, site planning, operating pro formas, development pro formas, and any other related and necessary documents to finalize the Project development concept and determine financial feasibility.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Good Faith Negotiation

The Parties agree, during the Term (as defined in Section 3 below), to work in good faith and full coordination to analyze, assess, and determine the feasibility of developing the Project as described in the Project Narrative portion of Osage West's proposal. A copy of the Project Narrative is attached as Exhibit "B."

2. Confidentiality

In this Agreement, "Confidential Information" means information relating to the services, ideas, business, personnel, trademarks, copyrights, intellectual property or commercial activities of Osage West, which information is not generally known to the public and either derives economic value, actual or potential, from not being generally known, or has a character such that the possessor or owner has a legitimate interest in maintaining its secrecy.

"Confidential Information" also includes information provided by the City to Osage West, such as City information that is not otherwise a public record. "Confidential Information" does not include P11-039, Osage West's proposal submitted in response to P11-039, or the City's public record files regarding P11-039.

The City agrees that all documents given to it by Osage West related to implementation of its proposal will be considered Confidential Information, whether or not so marked with any proprietary notice or legend when the disclosure takes place. Such documents shall not be disclosed by the City or any of its officers, employees, or agents to any third party, absent prior written consent by Osage West, unless such disclosure is or would be required pursuant to the Arizona Public Records Law (see Arizona Revised Statutes, Title 39, Chapter 1, Article 2) or by a court order. In such event, the City will promptly notify Osage West that disclosure is required by the Public Records Law or a court order.

Osage West agrees that it will not disclose any Confidential Information it receives from the City to any third party and shall not use any such information to further economic development activity in any other Arizona city.

The Parties acknowledge and agree that the Confidential Information that is disclosed to them, or that they acquire, see, or learn of as a direct or indirect consequence of the matters contemplated herein, and all dealings and transactions that follow or result from such matters, are the exclusive property of the other Party, and agree that they will keep that information strictly confidential, as required by this Agreement.

3. Term

This Agreement shall commence upon the date the City approves and both Parties have executed this Agreement (the "Effective Date") and shall automatically terminate one calendar year (365 days) thereafter (the "Term"). The Parties agree to negotiate diligently and in good faith and conduct due diligence activities during the Term and any extension(s) thereof mutually agreed upon in writing by the Parties. The Parties also agree to provide progress reports to each other and to otherwise regularly communicate with each other as they undertake and perform their respective obligations under this Agreement. The Parties further agree to provide any and all reasonably requested information pursuant to a request by one Party to the other. Any information provided shall be true, correct, and complete and shall not state, or omit, any information that would render the remaining information untrue or misleading.

4. Breach, Cure, Remedies, and Termination

(a) In the event that a Party fails to perform any obligation imposed by this Agreement, including failing to negotiate diligently and in good faith, the non-breaching Party shall provide written notice of such breach to the other Party. The Party receiving the written notice shall have ten (10) business days after receipt of such written notice within which to remedy such breach unless additional time is reasonably required to remedy the breach, in which event the Party shall commence the cure of the breach within the ten (10) business day time period and thereafter diligently pursue the cure to completion.

(b) If the Party in breach fails to remedy the breach in a timely and reasonable manner as provided in Section 4(a) above, the Parties agree that the Party who provided written notice of such breach may cancel and terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

(c) In addition to the termination rights under Section 4(a) and (b) above, (i) each Party shall also have the right to terminate this Agreement in the event that any or both of the Parties determine that an impasse has been reached in negotiations under this Agreement, in the determining Party's sole and unreviewable discretion; (ii) the City shall have the right to terminate this Agreement for conflict of interest pursuant to A.R.S. § 38-511; and (iii) this Agreement may be terminated at any time upon the mutual written agreement of the Parties. In the event of any termination under the preceding sentence, the Party exercising the termination right shall provide written notice of

termination and the applicable basis above to the other Party, and, upon the delivery of a valid notice of termination in compliance with this Agreement, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

5. Joint Project Feasibility and Development Issues

During the Term and any extensions thereof, the Parties shall use their collective good faith efforts to cooperatively determine or identify the following:

(a) All off-site street, intersection, curb/gutter, pedestrian connectivity, and 101 Freeway improvements and re-alignments needed to effectively enhance the movement of people and vehicles into and out of the Entertainment District and the Sports Complex based on existing traffic generation rates and patterns, as well as additional traffic generation resulting from the Project. This shall also include review of traffic calming measures appropriate to circulate vehicles and people into the Project to maximize patronage and sales activity.

(b) The design and construction of on-site street and intersection improvements and parking structures to efficiently and effectively maximize vehicle and pedestrian movements and flows into and out of the Project, taking into account the large volume of peak period traffic, pedestrian movements, and parking associated with Spring Training and major events at the Sports Complex.

(c) The geotechnical, utility, water and wastewater, as well as other physical conditions and systems needed to support the proposed Project.

(d) The ground lease partitioning plan, ALTA survey, Phase I and II soil assessments, easements needed, and option to purchase City-owned land associated with the Project.

(e) The leasing plan and proposed tenant mix for the Project.

(f) A construction phasing and financing plan that determines when phased construction of the Project will start and end in relation to secured interest on the part of tenants relative to the leasing plan.

(g) A detailed project financing plan that clearly shows how the Project will be financed through every phase of development and that specifies the City and Osage

West/developer roles, conditions, and timing in providing such financing tied into a development pro forma analysis.

6. Joint Cooperative Efforts

(a) The City will provide to Osage West any existing studies or reports that Osage West may rely upon as part of this real estate development project.

(b) The City will prioritize and quickly review submitted subdivision or site plan entitlement, building, engineering, utility, and other submittals by Osage West to ensure prompt review and comment.

(c) The City and Osage West shall work closely and cooperatively to address the issues raised during the Term of this Agreement to quickly assess the Project's feasibility, and upon such determination of feasibility, both Parties will negotiate in good faith a Disposition and Development Agreement for City Council consideration that takes into account any financial participation in the Project by the City.

7. Costs and Expenses

(a) Osage West shall pay all costs actually incurred by it or its consultants or agents in performing its obligations under this Agreement and any internal costs are charges related to Osage West's performance of its obligations under this Agreement.

(b) City shall bear all costs and expenses of any and all title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses, and other analyses or activities performed by or at its direction in fulfilling its obligations under this Agreement.

8. Timetable for Final Project Concept

The Parties agree to use their reasonable good faith efforts and to diligently adhere to the following timeframes in performing their respective obligations under this Agreement:

(a) Both Parties acknowledge and understand that time is of the essence in completing certain site improvements, specifically required parking structures and parking improvements for the Project, prior to the 2012 Major League Baseball Spring Training season. In order for this to be achieved, the Parties shall expedite the development assessment and analysis tasks contemplated under this Agreement such

that final deal points can be agreed upon and enable the Peoria City Council to consider a Development Agreement or other appropriate contractual document beginning in the Summer of 2011.

(b) Both Parties acknowledge the critical nature and timing of completing the necessary site improvements needed to be in place prior to the beginning of the 2012 Major League Baseball Spring Training season; the achievement of which necessitates such site improvements begin in the Summer of 2011.

9. City Retention of Legislative Authority and Discretion

(a) The Parties understand and agree that by entering into this Agreement, the City is not thereby contractually obligating the Peoria City Council to take any legislative action(s) in furtherance of the Project; rather, the City is obligated to proceed in good faith and with due diligence and work cooperatively with Osage West to timely present any necessary legislative approvals for the Project to the Peoria City Council for its consideration and possible approval.

(b) The Parties further understand and agree that the City reserves its right to exercise its discretion as to all matters which it is, by law, entitled or required to exercise its discretion, including legislative matters, such as approval of a Development Agreement, final approval of a development plan for the Project, approval of any and all plans or permits, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any Department thereof.

(c) The Parties also understand and agree that by its execution of this Agreement, the City is not committing itself, or agreeing to undertake any activity requiring the subsequent exercise of discretion by the City or any Department thereof, including, but not limited to, the approval and execution of a Development Agreement, approval of any land use regulation governing the Project property, the provision of financial assistance for the development of the Project, the authorization or obligation to use the City's eminent domain authority, or any other such action. The City's execution of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City as to approval of a Development Agreement and all proceedings and decisions in connection therewith.

10. Assignment

No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party. The City agrees that, notwithstanding the foregoing, Osage West may assign without the prior written approval of the City, but with thirty (30) days prior written notice to the City, its respective rights, duties, obligations, and liabilities under this Agreement to a limited liability company, corporation, trust, or partnership of which Osage West owns the majority beneficial interest and has operational control.

11. Representations and Warranties

(a) Osage West represents and warrants that it is an Arizona limited liability company duly formed and validly existing under the laws of the State of Arizona and is in good standing in the State of Arizona.

(b) Osage West represents and warrants that the person(s) executing this Agreement on its behalf has full right, power, and authority to execute this Agreement and bind Osage West hereunder.

12. General Provisions

(a) **Applicable Law and Venue.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Peoria, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

(b) **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) **Specific Performance as Exclusive Remedy.** Subject to the Parties right to terminate this Agreement in accordance with Section 4 above, the Parties exclusive remedy for an uncured breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall the Parties

have the right, and the Parties expressly waive the right to, seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) in the event of a default by the Parties under this Agreement or any action related to this Agreement.

(d) **Indemnity.** Each Party hereto (an "Indemnifying Party") shall indemnify, protect, defend, and hold harmless the other Party to this Agreement and its officials, officers, directors, employees, representatives, and agents (collectively, "Indemnified Parties") from and against any and all challenges to this Agreement by the Indemnifying Party or by any third party claiming through the actions of the Indemnifying Party, and any and all losses, liabilities, damages, claims or costs (including reasonable attorneys' fees) (collectively, the "Losses") arising from the negligent acts, errors, or omissions and willful misconduct with respect of the obligations of the Indemnifying Party, its officers, employees, representatives, members, and agents hereunder or the Project, excluding any such Losses arising from the negligent acts, errors, or omissions and willful misconduct of the Indemnified Party. This indemnity obligation in connection with events occurring prior to the termination of this Agreement shall survive the termination of this Agreement.

(e) **Notices, Demands, and Communications Between the Parties.** All notices, demands, and communications between the Parties under this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile or email with a hard copy sent by United States mail; or (iv) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

City: City Manager
City of Peoria
8401 W. Monroe Street
Peoria, Arizona 85345

With copy to: Scott Whyte, Economic Development Services
Director
City of Peoria
9875 N. 85th Avenue
Peoria, Arizona 85345
scott.whyte@peoriaaz.gov

With copy to: Stephen M. Kemp, City Attorney

City of Peoria
8401 W. Monroe Street
Peoria, Arizona 85345
steve.kemp@peoriaaz.gov

Osage West: Mike Oliver
CEO
Osage West, LLC
8331 W. Briles Road
Peoria, AZ 85383
michaeloliver@hotmail.com

With copy to: Kirk A. Cullimore, Jr.
Red Eagle Feather
115 South Peters
Norman, Oklahoma 73069
kirk@redeaglefeather.com

Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

(f) **Nonliability of Officials and Employees.** No elected official, director, officer, or employee of the City or Osage West shall be personally liable under this Agreement in the event of any default or breach by a defaulting Party or for any amount, which may become due to the non-defaulting Party or on any obligations under the terms of this Agreement.

(g) **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

(h) **Entire Agreement, Waivers, and Amendments.** This Agreement and the Non-Disclosure Agreement integrate all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All

waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and Osage West.

(i) **Counterparts; Signatures.** This Agreement may be executed in counterparts, each of which, after both Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall have the same force and effect as original signatures.

(j) **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the Parties hereto.

(k) **Severability.** In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

(l) **Time is of the Essence.** Time is of the essence for each of the Parties' obligations under this Agreement.

(m) **Recitals.** The recitals set forth above are incorporated herein by this reference.

(n) **Attorneys' Fees.** The prevailing Party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the other Party (including fees and costs in any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

(o) **No Third Party Beneficiaries.** This Agreement is made and entered into solely for the benefit of the City and Osage West. No other person shall have any right of action or claim under or by reason of this Agreement.

(p) **No Partnership or Joint Venture.** Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with each other.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and Osage West have signed this Agreement on the respective dates set forth above.

CITY OF PEORIA, ARIZONA, an Arizona
charter municipal corporation

By: _____
Carl Swenson, City Manager

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Agreement was acknowledged before me this _____ day of _____ 2011, by Carl Swenson, City Manager for the City of Peoria, Arizona, an Arizona charter municipal corporation.

Notary Public

My Commission Expires:

Osage West, LLC, an Arizona limited liability company



Michael Oliver, CEO/Principal

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Agreement was acknowledged before me this 22 day of February 2011, by Michael Oliver, CEO/Principal of Osage West, LLC, an Arizona limited liability company, for and on behalf of Osage West, LLC.



Jean Schaffer
Notary Public

My Commission Expires: June 19, 2014

Exhibit A



City of Peoria, Arizona

Notice of Request for Proposal

Request for Proposal No: **P11-0039**

Proposal Due Date: **January 24, 2010**

Materials and/or Services: **Redevelopment of 17-Acre Peoria Sports Complex Parking Lot**

Proposal Time: **5:00 P.M. AZ Time**

Contact: **Lisa Houg, CPPB**

Project No: **NA**

Phone: **(623) 773-7115**

Mailing Address: **City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: _____

Telephone: _____ Email: _____

Company Name

Authorized Signature for Offer

Address

Printed Name

City State Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

City of Peoria, Arizona. Effective Date: _____

City Clerk

Approved as to form:

CC: _____

Stephen M. Kemp, City Attorney

Contract Number: _____

Contract Awarded Date _____

City Seal

Official File: _____

Carl Swenson, City Manager



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of material shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P11-0039

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
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Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Redevelopment of 17-Acre Peoria Sports Complex Parking Lot.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Term of Contract:** The term of any resultant contract shall commence upon award and shall remain in effect until all work required by the contractor is completed and accepted by the City. Work shall not commence until authorization to proceed is received from the City.
6. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
7. **Pre-Proposal Conference:** A conference will be held at the City of Peoria, Development and Community Services Building:

ADDRESS: 9875 N. 85th Avenue
Peoria, Arizona 85345
Point of View Conference Room

DATE & TME: Thursday, January 6, 2011 at 2:00 p.m.

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.
8. **Proposal Format:** Proposals shall be submitted in one (1) original and six (6) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in accordance with the Scope of Work, Submittal Requirements section.
9. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Project Understanding and Plan and Method of Approach.
 - b. Work Plan and Task Schedule.
 - c. Firm's Experience, Staff Capabilities and References.
 - d. Financial Considerations.
 - e. Conformance to Request for Proposal.



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The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

11. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
12. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
13. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
14. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
15. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
16. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

17. **Required Insurance Coverage:**
 - a. Commercial General Liability



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Solicitation Number: P11-0039

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Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

18. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P11-0039

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If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

19. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

20. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

21. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.



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- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
22. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
23. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date
24. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
25. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;



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- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.
26. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.
- The following is a list of allowable travel expenses under this contract agreement:
- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
 - b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SCOPE OF WORK

Solicitation Number: **P11-0039**

Materials Management Procurement

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The City of Peoria is soliciting detailed proposals for the redevelopment of a 17-acre parking lot located on the east side of 83rd Avenue, south of Paradise Lane at the Peoria Sports Complex (see Exhibit A). Proposals are being sought from fully-assembled development teams that have both the development experience and financial ability to execute immediately. The City is offering to the best proposer the opportunity to enter into a long-term ground lease of the City-owned 17-acre property at subsidized rates in order to attract the very best mixed-use design and development to the Entertainment District of Peoria, which includes the Peoria Sports Complex. The City also may, in its discretion, be willing to include a purchase option in the leasehold interest. Of special interest will be the developer's experience with planning, constructing, financing and leasing mixed-use projects, as well as an acceptable time frame for completion.

1. PROJECT DESCRIPTION

The City of Peoria recently adopted its Peoria Sports Complex Urban Design Plan (Plan) (<http://www.peoriaaz.gov/content2.aspx?ID=17768>). A main component of the Plan is the redevelopment of key areas within the Peoria Sports Complex. This Request for Proposals (RFP) focuses on the development of a 17-acre parking lot owned by the City of Peoria located on the east side of 83rd Avenue, south of Paradise Lane. The purpose of the project will be to encourage the redevelopment of the property as a mixed-use development that includes a mix of specialty retail, restaurants, hotels, entertainment, as well as ancillary uses.

Attached is the preferred site plan as envisioned in the adopted Peoria Sports Complex Area Urban Design Plan - Preferred Plan Lifestyle and Entertainment Village (see Exhibit B). This plan is the baseline to respond to; however, other designs and site plan ideas are encouraged in order to determine the best approach for the future of the area.

The City is presently engaged with Gensler to develop an implementation plan for the Entertainment District that will do the following: develop an identity for the district, identify improvements to create a sense of place and pedestrian connectivity, as well as determine a complete package of signage to promote the district. The identity that the City develops through this project will be expected to carry over into any development concept for the parking lot.

Other developments that are in the pipeline for the District include:

- a frontage road concept paralleling Loop 101 to enter the Entertainment District, which will relieve traffic from Bell Road;
- \$21 million has been allocated over the next three years for stadium and team facility upgrades as well as expansion and renovations at the City-owned sports complex stadium; and
- ADOT intends to make improvements to reduce congestion at Bell Road and the Loop 101 as part of the HOV lane project on the Loop 101 in Peoria, which is scheduled to start in 2011.



SCOPE OF WORK

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2. DEVELOPMENT GOAL

The goal of this RFP effort is to identify the best entertainment destination project possible, and the best qualified development team that is already assembled with financing in place. This RFP includes the public land disposition process for the resulting ground lease that would define how the parking lot could be redeveloped, as well as to drive development for the balance of the District. This process is also aimed at meeting a variety of community needs that will provide a mix of uses that promote consumer interaction and an iconic public gathering space within the 17-acre site. It combines the possible retail, service, restaurant, and other uses that are typically associated with Entertainment Districts, as well as offers public gathering areas where residents can shop, conduct business, dine, relax and enjoy formal and informal entertainment opportunities.

Particular attention should be paid to the design of any necessary parking structures associated with the proposed project. The efficient access to and departure from any proposed parking structures needed to facilitate the project must be fully described in a proposal submittal. Of paramount importance for the City's relationship with its Spring Training baseball teams, the Seattle Mariners and San Diego Padres, is maximum efficiency for patrons to access, enter, depart and timely circulate out of the proposed project during peak usage times, including Spring Training during the month of March. Also, construction phasing plans should indicate the phases of development for the proposed project such that the parking structures are constructed and operational prior to any construction activity for other uses in the project to ensure that adequate parking is always available to patrons of the Sports Complex. Additionally, Exhibit C shows an area of the subject site that should be incorporated into project designs as multi-functional open space such that the City's existing expositions and events can remain unchanged and, in fact, incorporated into the flow and experience of the new project. Although incorporating this element into the project design is desirable, it is not a mandatory design consideration.

Items to be considered:

1. **Parking:** How and where would stadium patrons park? Number of parking spots for current stadium and future capacity. Current total parking spaces before and after planned amenities.
2. **Visibility:** How will the view corridor that is currently realized continue to be as attractive?
3. **Access:** Over the years, ingress and egress plans have been enhanced with annual improvements. How would access continue to be improved for fans coming and going to the game?
4. **Amenities:** How would current participants, fans, players, promoters, and team personnel benefit from the amenities planned?
5. **Community benefit:** How would planned improvements benefit the usage of the area for planned and promoted community special events and community gatherings?
6. **Stadium Improvements:** How might the project further enhance as well as be coordinated with the planned improvements of our current stadium and team practice facilities?



SUBMITTAL REQUIREMENTS

Solicitation Number: **P11-0039**

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1. PROPOSAL FORMAT

Proposals shall be submitted in one (1) original and six (6) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 ½" x 11" paper with the text on one side only. The proposals shall not exceed fifty (50) pages in length, but shall include the following:

a) **Project Understanding and Plan and Method of Approach**

- 1) A detailed narrative of the development team's concept for the site. This concept plan should include at a minimum:
 - a. The types and mix of uses proposed
 - b. Assumptions about the amount and type of surface and structured parking that should be provided and where it will be located
 - c. Concept land plans showing potential building layout and square footage ranges by land use and type, as well as on- and off-site vehicular circulation and parking patterns
 - d. Estimated developer project costs and estimated financial benefits to the City as a result of the development
- 2) Demonstrate achievements in integrating all of the technical and aesthetic components of mixed-use development.
- 3) Demonstrate an understanding and approach to the project goals.
- 4) Demonstrate a realization that this project is critical to the City's goal to redevelop the Entertainment District, and therefore, the Developer is willing to work with the City of Peoria and others involved in all major phases of its design, planning and execution.
- 5) Share any project challenges you feel may impact this project.
- 6) Present a concept that meets or exceeds the development and design guidelines outlined within the Peoria Sports Complex Urban Design Plan.

b) **Work Plan and Task Schedule**

This shall include all program activities, deliverables and implementation of recommended phases of the project.

1. A detailed site plan with square footage ranges by type of use, which highlights the following elements:
 - a. A lease partitioning and tenant leasing plan (including actual possible tenants)
 - b. A construction phasing plan for complete build out (described in a timeline)
 - c. A parking plan that includes all relevant construction
- 2) Description of how you will address the above elements including key steps in the process.
- 3) Estimated timeline for each element and overall project schedule.
- 4) Present any proposed modifications to the City's standard ground lease.

c) **Firm's Experience, Staff Capabilities and References**

- 1) Corporate description, including addresses of office(s) and contact information. If the design will be a "joint venture" partnership or involve separate companies, describe the number and type of projects in which your organization(s) have been involved.
- 2) Statement detailing the relevant previous experience of the members of the development team. This shall include resumes of individuals who will perform the work outlined in this proposal. The proposal shall include a cover letter signed by an officer of the development company authorized to make a binding and contractual commitment for those firms submitting proposals.



SUBMITTAL REQUIREMENTS

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A single individual should be identified as the contact person for the team throughout the RFP process.

- 3) Provide a minimum of 3 references; include a picture or graphic illustrating your design, description of the entire project including location, dates of involvement, specific responsibilities, total dollar value of the entire project, and a reference from a municipality familiar with your work along with a contact name, phone number and e-mail address.

d) **Financial Considerations**

Evidence in writing to support the development team's financial ability, demonstrating the viability of the source of financial resources, to execute on their proposed plan according to the timeline proposed for build out. Financial ability should include both equity and debt capital capacity equal to the proposed cost of the project.

• **EVALUATION CRITERIA**

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- Project Understanding and Plan and Method of Approach
- Work Plan and Task Schedule
- Firm's Experience, Staff Capabilities and References
- Financial Considerations
- Conformance to Request for Proposal

• **PROPOSAL CRITICAL DATES**

A. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on **January 6, 2011 at 2:00 p.m.** at this address:

City of Peoria
Development and Community Services Building
Point of View Conference Room (First Floor)
9875 N. 85th Avenue, Peoria, AZ 85345

B. Proposal Due Date

Proposals shall be submitted in a sealed envelope with the RFP number and the Offeror's name and address clearly indicated on the front of the envelope.

Proposals shall be submitted in **one (1) original and six (6) copies** and shall be delivered by **no later than 5:00 p.m. Arizona time on January 24, 2011** to the following location:

City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345



SUBMITTAL REQUIREMENTS

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C. Interviews

The City will shortlist 3-5 development teams based on the criteria in this section. The City will interview the shortlisted firms. **The interviews for the project will be scheduled on February 17, 2011.**

D. City Contact for Questions

The designated contact person is Lisa Houg, Contract Officer, City of Peoria. All questions regarding the proposal should be sent in writing via email to Lisa.Houg@peoriaaz.gov.

Contact with city staff other than the designated contact person indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process.



EXHIBITS

Solicitation Number: **P11-0039**

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EXHIBIT A – 17 Acre site at the Peoria Sports Complex

EXHIBIT B – 17 Acre site at the Peoria Sports Complex

EXHIBIT C – West Parking Lot

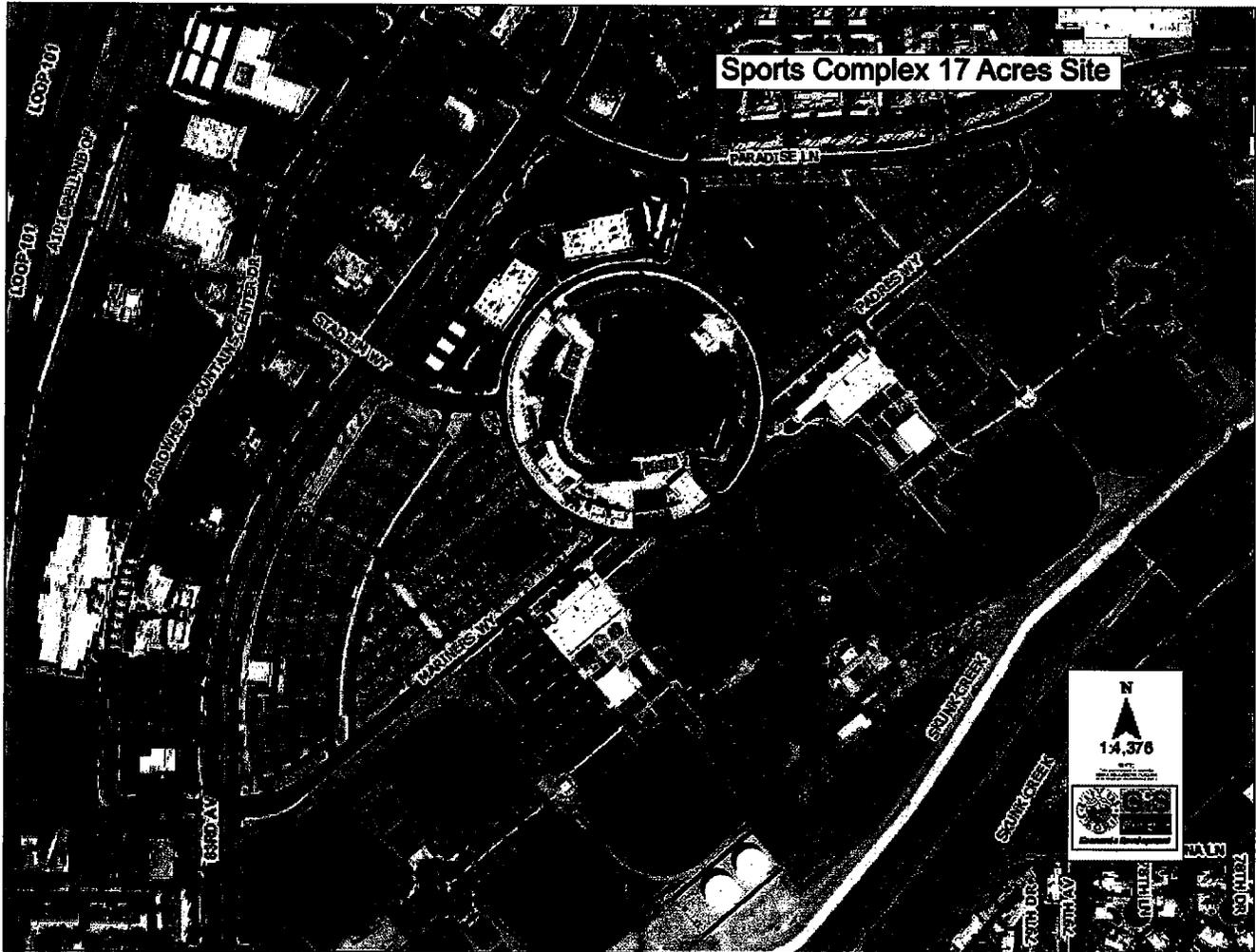


EXHIBIT A

Solicitation Number: P11-0039

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EXHIBIT A – 17 Acre site at the Peoria Sports Complex



C:\PROJ\5078\5078\Development\Bases\Map\Sports Complex\Map\SportsComplex_17Acres.mxd



EXHIBIT B

Solicitation Number: P11-0039

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EXHIBIT B – 17 Acre site at the Peoria Sports Complex

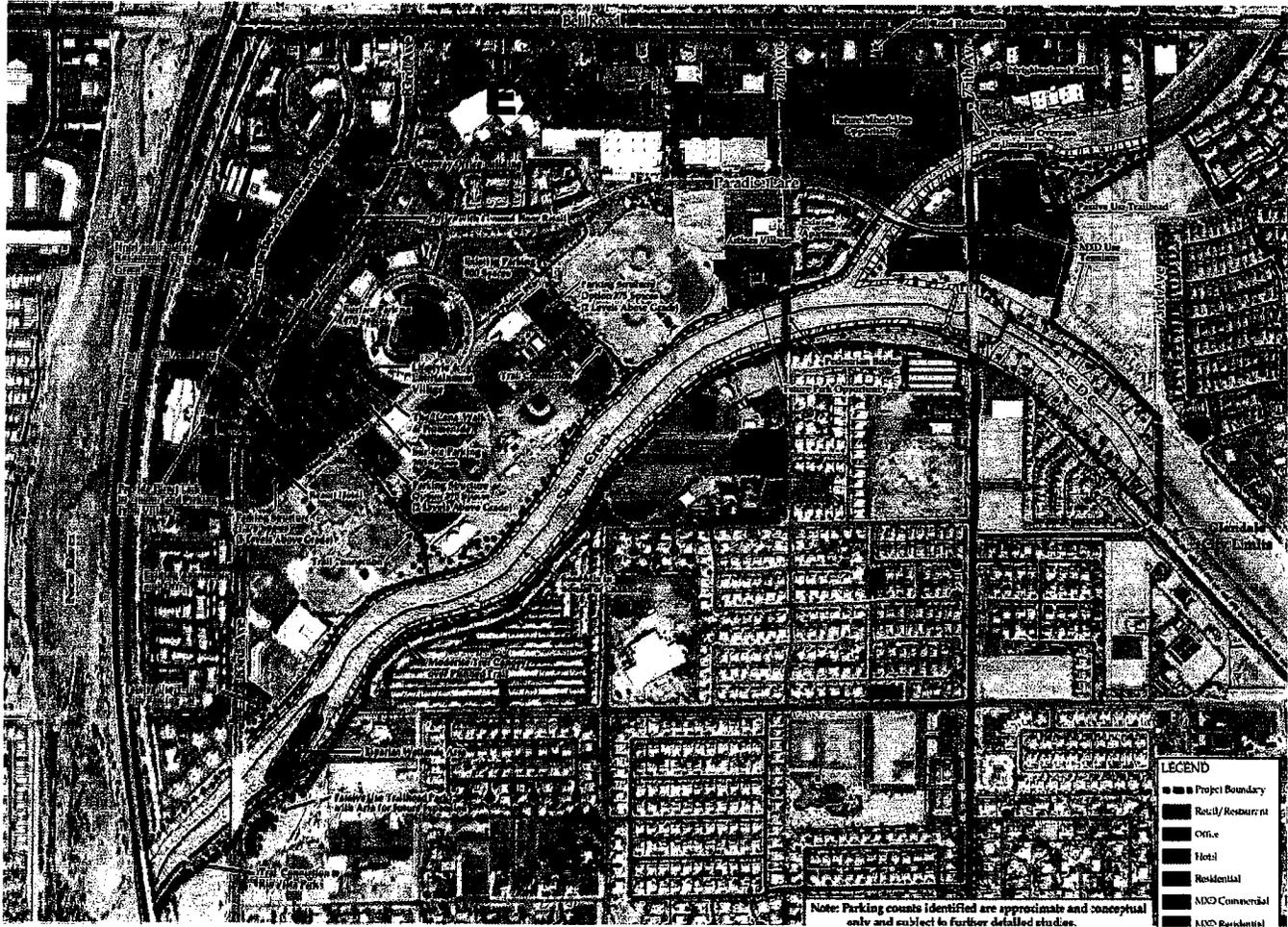


Exhibit B

A. Project Understanding & Plan and Method of Approach

1. Detailed Narrative

The Peorian at the Peoria Sports Complex is a destination entertainment district that will combine an upscale and unique mix of shopping, dining, office, entertainment and residential attractions. A 4-Star boutique mid-rise hotel will serve as the western anchor for the project and contribute to The Peorian's distinctive social destination atmosphere. Inherent to the vitality of the project, and unique in that it already exists, is the eastern anchor for the project, the Peoria Sports Complex. Since its inception in 1993, the Sports Complex as the Spring Training Home of the Seattle Mariners and San Diego Padres, has played an important role as a major attraction to the Northwest Valley and City of Peoria. The development team looks forward to engaging all existing public-private partnerships which comprise the Peoria Sports Complex in the fashioning of this exciting project.

The Peorian will build upon the iconic nature of this existing venue. Multi-storied buildings, between the hotel property and the stadium, will have shop and restaurant fronts aligned with the project's Main Street. The facades and massing of the structures will be carefully fashioned to create an intimate atmosphere where retail and entertainment events may take place. Further, the architecture will speak to the history and identity of Peoria and the Northwest Valley, of the Sports Complex, and of the surrounding community.

In keeping with its mixed use design, The Peorian will offer much more than the usual upscale shopping and dining combination. It will create a true "live, work, play" atmosphere, similar to other successful mixed-use developments in Arizona and throughout the Country, by blending those uses with the area's only 4-Star boutique hospitality property, an urban residential living component, and a collection of entertainment / dining venues unique to the Valley. Reminiscent of intimate, historic main streets, this community will come alive with its pedestrian friendly streetscapes and opportunities for entertainment experiences.

Existing surface parking areas, which would be affected by this project, total 2,227 spaces. This figure includes the surface parking at both the Mariners and Padres clubhouse parking lots, and the existing "West" surface lot between Mariners Way and Stadium Way fronting 83rd Avenue. The first key phase of development would include the erection of parking structures on both clubhouse lots. Each structure would contain approximately 800 spaces, and would be completed prior to the redevelopment of the exiting "West" lot. The clubhouse structures, along with the existing "East" surface lot, will provide parking for the Sports Complex during the 2012 Spring Training Season, and during other times up until the completion of the project, prior to the beginning of the 2013 Spring Training Season. These will also provide covered parking for franchise players and staff, something that is not currently available on site.

The ultimate buildout of the proposed parking areas would total approximately 2,666 spaces, for a net gain of nearly 450 spaces. This total will consist of approximately 616 surface spaces and 2,050 structured spaces. During the interim phases of construction, prior to the completion of the third parking structure, parking areas shall be maintained so as not to create a loss of parking areas which are much needed by fans and patrons. The development team will coordinate with the appropriate City Planning, Community Services and Engineering Departments to insure for this. It is understood, to provide for the required amount of parking for both the Peorian and the Sports Complex, that areas outside the boundary of the 17 Acre site require utilization. It is for this reason that the pair of Clubhouse Parking Structures is a key step in the development process. This will insure for convenient parking for both Major League Baseball organizations.

Stadiums have been referred to as the cathedrals of our time, speaking to our passions, our great American pastime, and serving as a gathering place for families and friends. The

Peorian will enable the importance of The Sports Complex to extend well beyond the ninth inning and contribute towards the well-being of the surrounding community for the entire calendar year. It will also increase the attractiveness of The Sports Complex in its ability to schedule activities during other times of the year. This synergy will enhance the draw to the area for existing businesses such as Harkins Theaters and the collection of dining venues along 83rd Avenue. Further and importantly, The Peorian will enable more discretionary income of area residents to remain in the Northwest Valley, while today, those dollars are destined for other areas of the Valley.

Estimated developer project costs and estimated financial benefits to the City will be as follows. These estimated project costs include the "soft" and "hard" development and construction costs (not including finance costs) for the various project components as follows:

• Mixed-Use - Retail, Restaurants, Offices, and Residential (287,000 sf):	\$50,000,000
• Hotel / Resort- 136 room 4-star hotel, convention space and restaurant (196,000sf):	\$35,000,000
• Parking Structures- (2) 800 space parking garages and (1) 450 car garage:	\$44,000,000
Total Estimated Project Costs:	\$129,000,000

The City should reap tremendous economic benefits from the development of the project in the form of incremental area payroll, retail sales, sales/rent taxes and hotel occupancy taxes. These benefits will commence with the construction of the various development phases and components and continue throughout the extended operational life of the development.

We conservatively estimate the following direct economic benefits to the City of Peoria:

• Construction payroll for the period of September 2011 to March 2013:	\$40,000,000
• Sales tax on materials and retail sales, rentals, and occupancy (City's share):	\$5,000,000
• Annual incremental payroll, new employees, starting 2013:	\$20,000,000
• Annual incremental retail sales and rentals, starting 2013:	\$95,000,000

There will also be increased retail sales and other businesses and support services attracted to the community area as a result of the development and the synergistic "economic draw" power. This will potentially add millions of dollars in economic benefits to the surrounding businesses and organizations which stand to gain economic benefit from this project. The above financial figures do not include these benefits.

In short, The Peorian, with its dynamic presence and hip atmosphere is sure to add the Northwest Valley and Peoria to the forefront of upscale destination experiences for residents of Central Arizona and visitors alike. Residents and visitors will no longer be forced to drive to other Valley destinations for the level of experience that will soon be had at The Peorian.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: 9C
Amend No. _____

Date Prepared: February 09, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager
THROUGH: Susan J. Daluddung, Deputy City Manager
FROM: Andy Granger, P.E., Engineering Director
SUBJECT: Deeds and Easements, Various Locations

RECOMMENDATION:

Discussion and Possible action to adopt a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office.

SUMMARY:

The City of Peoria periodically acquires a number of property interests including deeds, roadway dedications and various types of easements. All documents are reviewed for accuracy and recorded. A Resolution to accept these documents has been prepared, which lists each document by recording number and provides information related to each so the property interest to be accepted can be identified.

Staff recommends the adoption of the attached Resolution.

ATTACHMENT:

1. Resolution

CONTACT: Julie Beloit, Management Assistant, (623) 773-7170

RESOLUTION NO. 2011-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

WHEREAS, the real estate interests hereinafter referenced have been conveyed to the City of Peoria;

WHEREAS, it is to the advantage of the City of Peoria to accept said real property interests; and

WHEREAS, the City has determined that acquisition of these property interests is in the interest of the public health, safety and welfare.

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

SECTION 1. That the following real property interests are hereby accepted by the City of Peoria and referenced by the recording number issued by the Maricopa County Recorder's Office.

Camino North "The Meadows"
State of Arizona
RIGHT-OF-WAY - PUBLIC UTILITY EASEMENT
Maricopa County Recording No. 2011-0062661
(Project No. R080100, AZ State Land R/W# 16-113979)

Speckled Gecko Road E/O Lake
Pleasant Parkway

SECTION 2. Public Easement and Land Rights

That the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

SECTION 3. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

Resolution No. 2011-25
Acceptance of Deeds and Easements
March 22, 2011
Page: 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona, this 22nd of March 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: 10C
Amend No. _____

Date prepared: February 17, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager
THROUGH: Susan J. Daluddung, AICP, Deputy City Manager *Susand.*
FROM: Glen Van Nimwegen, AICP, Planning & Community Dev. Director *GN*
SUBJECT: Adoption of the *Multi-Modal Transportation Plan*

RECOMMENDATION:

The Mayor and Council approve and adopt the attached Resolution establishing the *Multi-Modal Transportation Plan* as the City's guiding document for future transit services within Peoria.

SUMMARY:

On January 18, 2011, staff presented the draft recommendations of the Multi-Modal Transportation Plan to Mayor and Council. The Master Plan provides guidance for the orderly expansion of Peoria's transit systems based on the availability of the local and regional transportation funding. The plan reviewed all modes of transit, including bus routes and high capacity transit options, such as bus rapid transit, light rail and commuter rail.

The recommendations for improving transit services are grouped into three timeframes: Short-Term (2011 to 2015), Mid-term (2016 to 2026) and Long-Term (beyond 2027). The final timeframe is based on the expiration of the current Maricopa Transportation Sales Tax on December 31, 2026. Beyond that date, a new funding source will need to be obtained to expand the transit system.

Short Term (2011 to 2015)

- Provide additional service on Peoria Avenue Route 106, including Saturday service and changing from hourly to 30 minute bus frequencies.
- Maintain Grand Avenue Limited service to downtown Phoenix.
- Improve bus stops at higher ridership/visibility stops for existing routes.

Mid-Term Recommendations (2016 to 2026):

- Develop Old Town Transit Center and Park and Ride.
- Extend Thunderbird Road Route 138, through Peoria.
- Develop new 83rd Avenue route through Peoria, between Phoenix and the existing Arrowhead Transit Center.
- Continue to improve bus stops for the Thunderbird Road and 83rd Avenue routes.

Long-Term Recommendations (beyond 2027):

- Add additional local bus service by extending the Valley Metro fixed route bus system into all parts of Peoria.
- Add new Park and Ride Lots.
- Add new express routes in the northern areas of Peoria.
- Add a new Grand Avenue Commuter Rail line from Phoenix to Wittmann.

In addition to reviewing transit options, the Master Plan creates new standards for bus stops, transit centers, and park-and-ride lots within Peoria. These standards outline a hierarchy of different stops to account for different purposes and passenger volumes, and identifies amenities to be provided at each type. Improving bus stops will help provide a comfortable waiting environment for passengers and encourage transit usage. In addition, the Master Plan outlines a process for incorporating art into bus stops to make them more attractive, improve the character of the surrounding areas and to help the city create unique identities for specific areas.

The Master Plan does not recommend including Light Rail, or Bus Rapid Transit options as Peoria's current housing and business densities are not sufficient to support these high capacity transit (HCT) modes. In addition, the long travel times from Peoria to downtown Phoenix on light rail also makes it uneconomical. Either of these HCT options can be added, at anytime, when sufficient changes occur to provide for the higher densities to support the specific transportation mode.

ATTACHMENTS:

- Resolution
- Multi-Modal Transportation Master Plan – Executive Summary
- Multi-Modal Transportation Master Plan - NOTE: Hard or CD copies of final report are available upon request

CONTACT: David Moody, Transportation Planning Director, x7733
Shawn Kreuzwiesner, Engineering Planning Manager, x7643

RESOLUTION NO. 2011-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA APPROVING AND ADOPTING THE PEORIA MULTI-MODAL MASTER PLAN.

WHEREAS, on October 20, 2009, the Mayor and City Council awarded a contract to Nelson/Nygaard Consultants to develop a Multi-Modal Transportation Plan to provide guidance for the orderly expansion of Peoria's transit systems: and,

WHEREAS, Peoria's General Plan recognizes that the transportation systems must integrate multi-modal opportunities to reduce reliance on the automobile: and,

WHEREAS, Peoria's Old Town Revitalization Plan recognizes the need for "transit-oriented development" (TOD) opportunities along Grand Avenue, namely through the emphasis of a multi-modal transit station; and,

WHEREAS, through a public engagement process; stakeholders, citizens, and the Planning and Zoning Commission alike have formulated the foundational elements for creating a transit master plan; and,

WHEREAS, after receiving input from the Mayor and Council on the direction of future growth and development of a multi-modal transportation systems within the City of Peoria, Arizona; and,

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

Section 1. After due and proper consideration the Mayor and Council of the City of Peoria find:

1. That the Multi-Modal Transportation Plan is the City's guiding document for future transit services within Peoria: and,
2. The Master Plan provides the guidance for the orderly expansion of Peoria's transit systems based on the availability of the local and regional transportation funding; and,
3. The Master Plan addresses all modes of transit, including bus routes and high capacity transit options, such as bus rapid transit and light rail; and,
4. The Master Plan creates new standards for bus stops within Peoria. These standards outline a hierarchy of different stops to account for different purposes

and passenger volumes, and identifies amenities to be provided at each type. In addition, the Plan outlines a process for incorporating art into bus stops to make them more attractive, improve the character of the surrounding areas and to help the city create unique identities for specific areas; and,

5. The Master Plan identifies short- mid- and long-term actions and strategies for advancing and improving transit services in Peoria; and,
6. The Master Plan advances the goals of the General Plan, Old Town Revitalization Plan and Sports Complex Area Urban Design Plan, namely through identifying strategies directing at improving multi-modal transportation systems to reduce the reliance on the automobile.

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 22nd day of March, 2011.

Bob Barrett, Mayor

Date Signed _____

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney



PEORIA MULTI-MODAL TRANSPORTATION PLAN Executive Summary

March 22, 2011

Prepared for:



Prepared by:



In association with:



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EXECUTIVE SUMMARY

Peoria has grown rapidly from a small agricultural town located outside of Phoenix to a city of 154,000 residents that is now a part of the Phoenix metropolitan area. As growth continues, the city desires to grow “smarter,” to make growth more efficient and more productive, revitalize Old Town, protect natural resources and community character, and improve quality of life for the city’s residents. One important component will be the development of a much more balanced transportation system, and specifically the development of an attractive and effective transit system. This study addressed those issues and examined how to:

- Use transit to provide better links between Peoria and the rest of the Valley,
- Develop a more balanced transportation system, and
- Use transit to encourage smarter growth and improve the city’s character.

As described in detail in the full report, the study examined a number of transit issues and improvements:

- An analysis of current and future transit demand.
- A review of existing and currently programmed transit services in Peoria and its environs.
- A description of local service options with associated ridership, costs, and productivity estimates.
- An analysis of High Capacity Transit options that describes light rail and Bus Rapid Transit (BRT) alternatives, also along with associated ridership, costs, and productivity estimates, plus an analysis of issues related to the implementation of High Capacity Transit.
- A description of options for the development of an Old Town Transit Center, including a preliminary site plan for the preferred option.
- A review of bus stop facilities and practices in other communities, including the incorporation of artwork into major stops and the development of a preferred approach for Peoria.
- Recommendations for the short, mid, and long-term.

MARKET CONDITIONS

Peoria is a very large city geographically, and encompasses a planning area of approximately 233 square miles. The large majority of development is in the southern third of the city, south of Deer Valley Road. This area contains most of Peoria’s residential and commercial areas, including the Peoria Sports Complex (which is the spring training facility for the Seattle Mariners and San Diego Padres), and downtown (Old Town) Peoria. However, development is moving northward, and areas between Deer Valley Road and Happy Valley Road are rapidly

developing. North of Happy Valley Parkway, the city is still largely undeveloped, and Lake Pleasant, in the far northern part of the city, is a major recreational area.

At present, Peoria has approximately 154,000 residents. However, by 2028, it is projected that the city's population will grow by 95% to over 300,000 residents. At present, most residents live in parts of the city south of Union Hills Drive. Over the next 20 years, most population growth is projected for areas north of there, but even with that growth, most residents will still live in the southern portions of the city.

Similarly, most employment is also located in the southern areas of Peoria (see Figure 2). At present, 72% of all jobs are located south of Union Hills Drive, and 23% are located north of there. In total, there is only one job for every 3.6 residents, which means that many Peoria residents commute to other communities for work. However, employment is projected to increase even faster than population, by 130% through 2028. With this job growth, the proportion of jobs will increase to one job for every 2.7 residents. As with population, most of the job growth will occur north of Union Hills Drive, but even so, the largest proportions of jobs will continue to be in south of there.

EXISTING AND PLANNED TRANSIT SERVICES

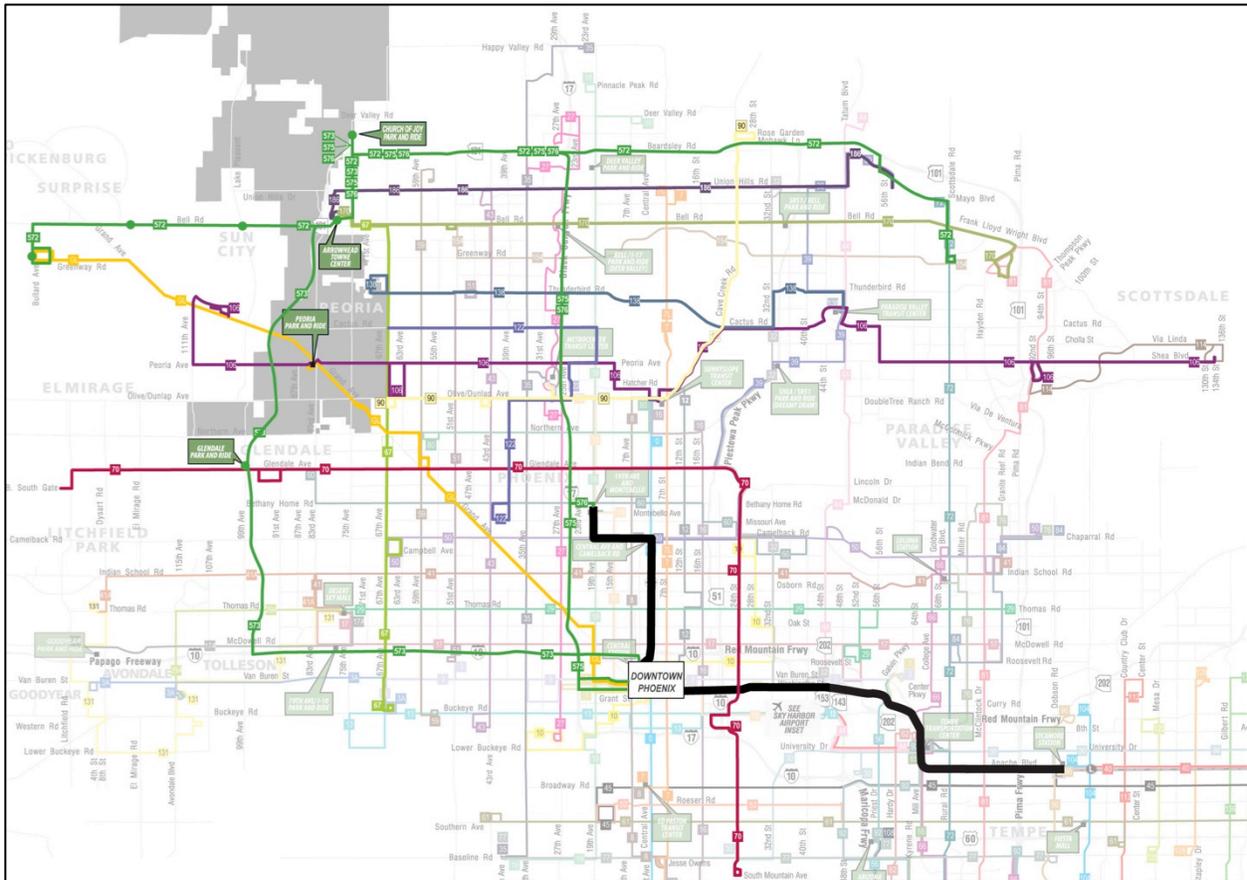
Because Peoria is located near the northwestern edge of Valley Metro's service area and the city is one of the Phoenix metro areas "newer" communities, general public transit service is still relatively limited (see Figure 1). Today, Peoria has a single park and ride lot, and is served by one local Valley Metro route (Route 106 Peoria/Shea) and one limited stop commuter route (Grand Avenue Limited). Peoria also operates a dial-a-ride service for elderly and disabled residents.

For the future, new services are programmed as part of the region's Prop 400 transit program, many of which would extend more Valley Metro service to Peoria, and provide new types of services. However, due to the recession, Prop 400 sales tax revenues have been significantly lower than projected, and as a result, many planned projects are now being delayed. Peoria projects include:

- The development of an **Old Town Transit Center**, in 2015.
- **Super Grid bus service** that would operate on many major arterials, including Bell Road, Thunderbird Road, Peoria Avenue, Olive Avenue, 83rd Avenue and 99th Avenue. However, most of Super Grid routes that would serve Peoria are planned for relatively far in the future, in 2023 and beyond.
- **Express service** improvements, but not until after 2026.

In addition, MAG's Commuter Rail Systems Study and the Grand Avenue Commuter Rail Corridor Development Plan recommends that commuter rail between Wittmann and Phoenix via Peoria be pursued. There are a large number of steps that will need to be accomplished

Figure 7: Peoria Area Fixed-Route Transit Services



before commuter rail can be implemented and the earliest that commuter rail service could begin would be in the late 2010s.

LOCAL SERVICE OPTIONS

The study examined a large number of ways to improve local transit service within Peoria and to provide better connections with the rest of the Valley. These included:

1. Local bus circulator services that would be similar to those that have been implemented in a number of other Valley communities.
2. Local flex services that would be a hybrid of fixed-route and dial-a-ride service.
3. An expansion of Valley Metro’s grid network into Peoria.
4. Combinations of the above.

Of the different options, the extension of the Valley Metro grid into Peoria was viewed the most favorably by project staff, stakeholders, and the public who attended the project open houses. The major reason for this was that connections to the rest of the Valley were considered to be extremely important. This view is substantiated by the market analysis that showed that very large volumes of trips are made between Peoria and other areas, particularly

Glendale and North Phoenix. The technical analysis also indicated that this approach would serve more riders and be more productive and cost-effective.

HIGH CAPACITY TRANSIT ALTERNATIVES

The study examined the feasibility of High Capacity Transit (HCT) in Peoria; specifically, six options that would either extend light rail to Peoria or develop new Bus Rapid Transit services:

- LRT from downtown Glendale via Grand Avenue
- LRT from Westgate Center via 91st Avenue
- BRT from 19th Street at Montebello Avenue via Grand Avenue
- BRT from Westgate Center via 91st Avenue
- BRT from the Northwest Extension via Dunlap Avenue
- BRT from the Northwest Extension via Peoria Avenue

All six alternatives would operate to Old Town Peoria from either a currently planned or potential LRT extension (the Northwest Extension or one of the potential Glendale extensions). From Old Town, all six alternatives would follow a common alignment to the planned Arrowhead Transit Center via 83rd Avenue and the Peoria Sports Complex.

However, the study found that none of the HCT alternatives would be feasible because projected ridership would be much too low to justify the associated costs. Ridership would be low largely because projected development patterns will not be dense enough to provide markets that would be large enough to support HCT.

OLD TOWN TRANSIT CENTER

With the redevelopment of Old Town, there will be an increased emphasis on transit, and to provide a focal point for local and regional transit services, a transit center will be developed in Old Town. Three alternative sites were identified and evaluated, all of which were in the vicinity of the intersections of Peoria Avenue and 83rd Avenue on the north side of Grand Avenue. These were:

- **Option A:** Peoria Avenue in front of current Zocalo Mall
- **Option B:** 83rd Avenue between Peoria and Grand Avenues.
- **Option C:** Market Street between Cotton Crossing and 83rd Avenue.

Overall, Options A (Peoria Avenue) and B (83rd Avenue) would have similar advantages and disadvantages, and both would be significantly better than Option C (Market Street). However, between Options A and B, Option B would provide better bus service through the heart of Old Town, and was determined to be the preferred location on that basis.

For the mid-term, the Old Town Transit Center would be developed to serve Route 106 Peoria/Shea, Grand Avenue Limited, a new Route 83 83rd Avenue local route, and to provide park and ride spaces for transit riders, carpoolers, and vanpoolers. Key elements of the plan include (see Figure 2):

Figure 2: Mid-Term Site Layout



- A transit center building on the west side of 83rd Avenue between Grand Avenue and Peoria Avenue.
- The conversion of 83rd Avenue between Grand Avenue and Peoria Avenue to transit-only use, with bus berths, passenger waiting areas, bicycle racks, water fountain, vending machines and public art.
- Passenger pick-up and drop-off areas behind the transit center building in the area where Taco Bell is currently located.
- Parking south of 83rd Avenue adjacent to the transit platforms with access from Peoria Avenue. Amenities would include covered parking, landscaped walkways and seating at the pedestrian way.
- Roadway improvements on Peoria Avenue that would include striping and island revisions from south of the Market Street intersection to south of the northern most Peoria Avenue/83rd Avenue intersection.

Over the longer-term, the transit center would be expanded to accommodate additional local and express bus service, and Grand Avenue commuter rail service. These increases in transit service would require that the transit center be expanded to accommodate increased transit usage, and to integrate it with Old Town as it redevelops (see Figure 3). To do this:

Figure 3: Long-Term Site Layout



- The transit platforms would be expanded to accommodate additional bus service and, as required, additional modes.
- Up to 200 commuter spaces would be needed, and to accommodate these, structured parking would be developed south of 83rd Avenue. This structure would include transit-oriented joint development along Peoria Avenue.
- The areas around the transit center would be redeveloped in a transit-oriented manner consistent with the Old Town Redevelopment Plan.

BUS STOP IMPROVEMENTS

Waiting for the bus is a significant part of nearly every bus rider's transit experience. If bus stops provide a comfortable waiting environment, people traveling to and from that area will be more likely to use transit. Conversely, if bus stops do not provide a comfortable environment, people will be less likely to use transit. In addition, well designed bus shelters can also help to provide a unifying design element for the city. Shelters created by artists can be used to create diversity and interest with designs specifically for unique locations.

Rather than determine the facilities and amenities should be developed on a stop-by-stop basis, a more systematic approach is to develop a hierarchy of stops based on relative importance. The level of amenities that would be provided would then be based upon that hierarchy. For example, basic stops that serve relatively few riders would consist simply of a bus stop sign with

bus route information, and if possible, a paved waiting area pad, lighting, and a trash receptacle. At the other end of the spectrum, major regional portals would be uniquely designed, and would include a full range of amenities including local area information and real-time passenger information.

At the present time, transit service in Peoria is limited, and thus a relatively small hierarchy would be appropriate. However, as the city, and its transit services grow, a larger hierarchy would be more apt. The recommended approach includes:

Short-Term

- **“Signature” Art Stops:** Stops in key high visibility locations where design is particularly important and/or can contribute to the vitality and character of the area. Examples would be at the Peoria Sports Complex and at the Peoria Performing Arts Center. These stops would have custom art installations.
- **“Standard” Art Stops:** Stops in prominent locations that would have artwork built into the design of the stop. These stops would be smaller in scale than the Signature Stops, with artwork incorporated into a standard design (as opposed to the custom designs for the Signature Stops).
- **Regular Stops:** Most stops—those that would not be Signature Stops, Standard Art Stops, or low volume stops. These stops would provide a basic set of amenities, including shelters. As in Tucson, artwork could be incorporated into the design of the standard shelter.
- **Low Volume Stops:** Stops that serve very few riders and that are provided largely to ensure comprehensive service coverage. These stops would have limited facilities.

Mid to Long-Term

- **Transit Centers:** Transit centers, such as the proposed Old Town Transit Center, can act as a focal point for local and regional transit services, and typically handle high volumes of passengers. These facilities would include similar elements as Signature Stops, plus additional passenger amenities.
- **HCT Stops:** High capacity transit stops would consist of specially designed “stations” that would be designed to be consistent with stations constructed for other Valley high capacity transit services such as commuter rail, and possibly light rail, BRT, and Rapid Bus.

RECOMMENDATIONS

As described above, this study examined a large number of improvements, and through this work, a number of priorities and conclusions emerged:

- Transit services in Peoria should be well integrated with the regional transit system, and to accomplish this, it is more important to extend Valley Metro services into Peoria than to develop purely local circulator services.

- For existing and new services, it is important to provide “full” rather than only limited service (at the present time, only half of existing Route 106 Peoria/Shea weekday service, and no Saturday or Sunday service, operates through Peoria).
- Peoria Dial-A-Ride service needs to be maintained, and to do this, local revenues should be used to offset cuts in state funding.
- Bus stop facilities should be improved, and artwork should be incorporated into major stops.
- An Old Town Transit Center should be developed north of Grand Avenue at the intersection of 83rd Avenue and Peoria Avenue.
- High Capacity Transit will not be feasible in the foreseeable future, as projected population and employment levels and densities will not be sufficient to support cost-effective service.

These priorities and conclusions, and available funding levels, were used to develop the project’s recommendations, which are presented for the short-term (2011 to 2015), the mid-term (2016 to 2026), and long-term (beyond 2026). Based on current funding projections, a combination of local transportation sales tax, Prop 400, and federal funding is available for the short and mid-term recommendations. Recommended long-term improvements, due to uncertainties about which areas of Peoria will develop at what rate, are more generalized. Also, because implementation of those projects will occur beyond the end of the Prop 400 program, funding for those projects will need to be identified at the time plans are being made for a successor to the Prop 400 program.

SUMMARY OF RECOMMENDATIONS

As described in more detail below, the following services and facilities are recommended:

Short-Term (2011 to 2016)

- Use local funding to maintain Peoria Dial-A-Ride service.
- Use local funding to maintain Grand Avenue Limited service.
- Improve Route 106 Peoria service.
- Improve bus stops.

Mid-Term (2016 to 2026)

- Develop Old Town Transit Center/Park and Ride.
- Extend Route 138 Thunderbird into Peoria.
- Implement new Route 83 83rd Avenue local route.
- Continue to improve bus stops.

Long-Term (Beyond 2026)

- Extend Valley Metro’s local bus grid service into much of Peoria.
- Extend service to northern areas.
- Develop new park and ride lots.
- Support development of Grand Ave commuter rail.

**SHORT-TERM RECOMMENDATIONS
(2011 – 2015)**

The project’s short-term recommendations are aimed at using available revenues to offset cuts in state and regional funding to maintain existing services, to provide a full level of service on the city’s only existing Valley Metro local route, and improve facilities (see Figure 4 and Table 1):

1. Maintain Peoria Dial-A-Ride Service.
2. Expand Route 106 Peoria/Shea service.
3. Maintain Grand Avenue Limited service.
4. Improve bus stop facilities.

Maintain Peoria-Dial-A-Ride Service

Peoria had been using state Local Transportation Assistance Fund II (LTAF II) revenues to fund most of the costs of its Dial-A-Ride service. This funding has been eliminated, and to continue service, the city should use local sales tax revenues to maintain service. The cost to maintain service will be \$1.0 million per year.

**Figure 4: Short-Term Recommendations:
Route 106 Peoria/Shea & Grand Ave**

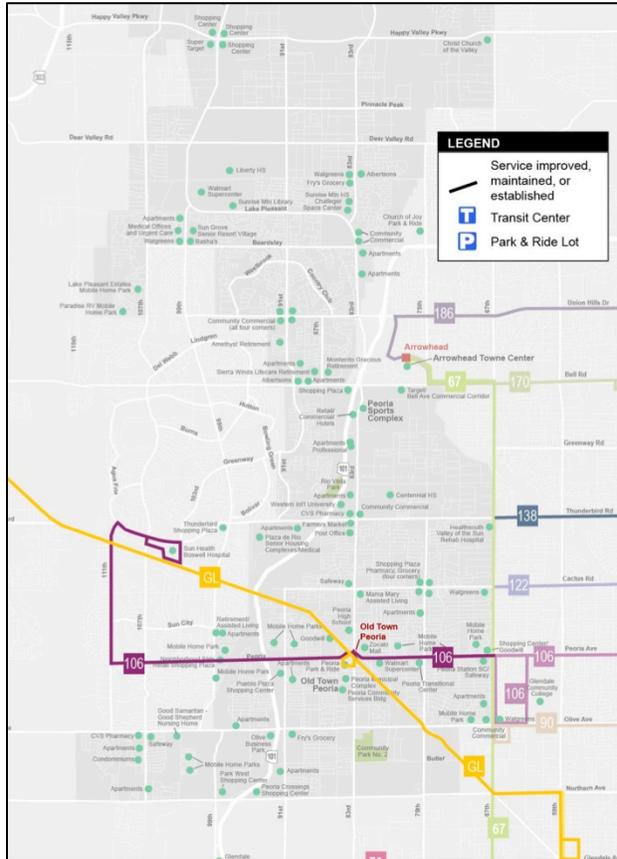


Table 1: Short-Term Recommendations: Ridership, Costs, and Funding Sources

Program	Ridership/ Month	Annual Operating Cost	Capital Cost	Funding Source
Maintain Dial-A-Ride	2,600	\$1.0 m	\$0.0	Peoria Sales Tax
Expand Route 106 Peoria Service	8,460	\$125,000	\$0.0	Prop 400
Maintain Grand Avenue Limited Service	800	\$12,500	\$0.0	Prop 400
Improve Bus Stops	--		\$100,000 - \$200,00/yr (over 2-3 yrs)	Peoria Sales Tax

Expand Route 106 Peoria/Shea Service

At the present time, approximately half of Route 106 Peoria/Shea weekday service, and all weekend service, terminates at Peoria Avenue at 67th Avenue, which means that only half of weekday service, and no weekend service, operates through Peoria. In the short-term, the city should use available Prop 400 revenues to extend all Route 106 service into Peoria. Because of recent reductions elsewhere, RPTA has available buses, and thus there will be no associated capital costs. Annual operating costs will be approximately \$125,000 per year.

Maintain Grand Avenue Limited Service

Valley Metro's Grand Avenue Limited provides limited stop commuter service between El Mirage and Phoenix, largely along Grand Avenue, with a stop in Old Town Peoria. The route is partially funded by the communities that it serves and some of that funding is being reduced. To preserve service at present levels, Peoria should allocate some of its available Prop 400 funding to maintain service at three AM inbound and three PM outbound trips. The cost to maintain this service will be approximately \$12,500 per year.

Improve Facilities at Higher Volume Bus Stops

Better bus stop facilities can make the use of transit much more comfortable, and improve the aesthetics and character of the areas in which they are located. The city should work over time to improve bus stops. It is recommended that over the next two to three years that the city spends \$100,000 to \$200,000 per year of local sales taxes revenues on bus stop improvements.

MID-TERM IMPROVEMENTS (2016 - 2026)

Over the mid-term, transit demand will grow, and mid-term recommendations are aimed at maintaining the short-term services, extending Valley Metro's Route 138 Thunderbird into Peoria, implementing new local service on 83rd Avenue, and developing a new Old Town Transit Center, and continuing the bus stop improvement program (see Figure 5 and Table 2).

Extend Route 138 Thunderbird through Peoria

Route 138 Thunderbird, which now operates between the Paradise Valley Mall and the Peoria/Glendale border at 67th Avenue, should be extended through Peoria along Thunderbird Road. Because of recent reductions elsewhere, RPTA has available buses, and there will be no associated capital costs. Annual operating costs will be approximately \$250,000 per year.

Develop New Route 83 83rd Avenue Route

The expansion and extension of Routes 106 Peoria/Shea and 138 Thunderbird will improve east-west service in Peoria and connections to the rest of the Valley. The development of a new Route 83 83rd Avenue route will provide north-south service through the core of Peoria from Arrowhead Mall to Phoenix via the Peoria Sports Center, Old Town, and Glendale. Annual operating costs will be approximately \$1.0 million per year for the Peoria portion of the route, and will be funded with programmed Prop 400 funds.

Develop Old Town Transit Center/Park and Ride Lot

To provide a focus for transit services in Peoria, to provide parking for carpoolers and vanpoolers, and to serve future Grand Avenue commuter rail service, a transit center should be developed in Old Town on 83rd Avenue. This transit center would be integrated with and support the city’s Old Town redevelopment plans, and should be located north of Grand Avenue at the intersection of 83rd Avenue and Peoria Avenue. The Old Town Transit Center would cost \$8.0 million to construct and would be funded with programmed Prop 400 funds and federal funds. Annual operating cost would be approximately \$70,000 and would be funded with local sales tax revenues.

Improve Bus Stop Facilities

As in the short term, the city should continue to improve bus stops. It is recommended that between 2016 and 2026 the city spend an average of \$80,000 per year of local sales taxes revenues to improve bus stops. Part of this spending will be for the development of new bus stops for the extension of Route 138 Thunderbird through Peoria and for the new Route 83 83rd Avenue.

Figure 5: Mid-Term Recommendations: Routes 83 & 138 and Old Town Transit

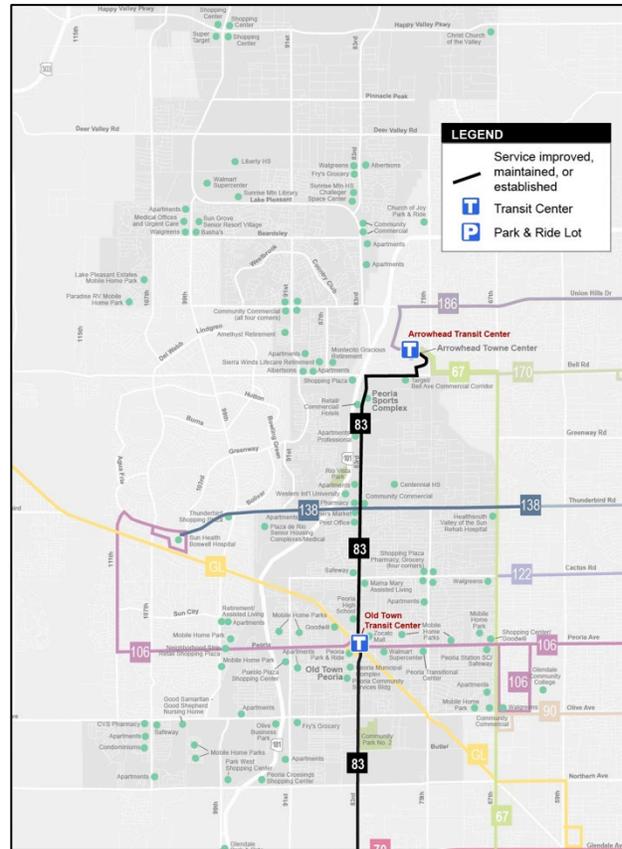


Table 2: Mid-Term Recommendations: Ridership, Costs, and Funding Sources

Program	Ridership/ Month	Annual Operating Cost	Capital Cost	Funding Source
Extend Route 138 Thunderbird through Peoria	6,200	\$250,000	\$0.0	Prop 400
Develop New Route 83 83 rd Ave Route	27,200	\$1,000,000 (Peoria service)	\$0.0	Prop 400
Old Town Transit Center	TBD	\$70,000	\$8.0 million	Prop 400 and federal funds
Continue to Improve Bus Stops	--		\$80,000/yr (average)	Peoria Sales Tax

LONG-TERM IMPROVEMENTS (BEYOND 2026)

Beyond 2026, as Peoria continues to develop and as development moves northward, transit services and facilities should also be extended northward. Given the uncertainties involved in how this development will occur—in terms of which areas will develop first and more intensely and potential funding availability—recommendations for beyond 2026 are necessarily more general than those through 2026. However, the following types of improvements will be desirable:

- Additional local bus service improvements to extend Valley Metro’s grid system into much of Peoria, including northern areas.
- New express routes from northern areas, with specific routes determined based on future growth patterns.
- New park and ride lots, at locations to be determined based on growth.
- Grand Avenue commuter rail between Wittmann and downtown Phoenix via Peoria in the Grand Avenue corridor.

Operating and capital costs would depend upon the specific services and facilities that would be developed, and funding will need to be identified for these services as they are developed.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: **11R**
Amend No. _____

Date prepared: February 24, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager
THROUGH: Susan K. Thorpe, Deputy City Manager
FROM: Brent Mattingly, Finance Director
SUBJECT: Proposed Recommendations by the City to the Arizona State Liquor Board

RECOMMENDATION: That following a public hearing, the Mayor and Council recommend approval to the State Liquor Board for:

1. A New Restaurant Liquor License (Series 12) for Yu's Chinese Express, located at 13686 N. 75th Avenue, Ellen T. Yu, Applicant, LL#20001765.
2. A Person Transfer for an On-Sale All Liquor License (Series 06) for Funugyz, located at 8378 W. Thunderbird Road #B101-B104, John D. Bakke, Applicant, LL#20001445.

SUMMARY:

Pursuant to Arizona Law the City must recommend to the State Liquor Board for approval applications to sell alcoholic beverages in the City. The Standard for the recommendation is whether the best interest of the community will be served by the issuance of this license and whether the public convenience is served. In the event that the City Council recommends an application for denial, a 2/3 vote of the State Liquor Board will be required to approve the application and issue a license.

In making its recommendation, the Council may consider the following factors set forth in the Arizona Administrative Code:

1. *Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.*
2. *The number and series of licenses in close proximity.*

3. *Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.*
4. *The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.*
5. *Residential and commercial population density in close proximity.*
6. *Evidence concerning the nature of the proposed business, its potential market, and its likely customers.*
7. *Effect on vehicular traffic in close proximity.*
8. *The compatibility of the proposed business with other activity in close proximity.*
9. *The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.*
10. *The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.*
11. *Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.*
12. *Proximity to licensed childcare facilities as defined by A.R.S. § 36-881.*

The State recently updated their liquor license application with two significant changes:

1. The applicant is no longer required to provide the distance between the applicant's business and the nearest church or school for government (Series 05), hotel/motel (Series 11), or restaurant (Series 12) liquor license applications.
2. The State no longer requires a geographical map or list of licenses located in the vicinity for any license series.

The applicant must still provide the distance between the applicant's business and the nearest church or school for a In-State Producer (Series 01), Out-of-State Producer (Series 02), Domestic Microbrewery (Series 03), Wholesaler (Series 04), Bar (Series 06), Beer and Wine Bar (Series 07), Conveyance (Series 08), Liquor Store (Series 09), Beer and Wine Store (Series 10), Domestic Farm Winery (Series 13) and a Club (Series 14).

Licenses are issued by designated series. The license before the Council on this item consist of the following:

Series 12—permits the sale of alcohol in restaurants for consumption on premises with a requirement that at least 40% of all sales consist of food.

Series 06—permits a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

All required public hearing notices were posted at the proposed license locations and the applications were reviewed according to the City's Liquor License Policy. All Comments, if any were received in the Revenue and Collections Division and transmitted with the applications. No comments have been received from the public on this applications. The applicants have been notified of the date and time of the City Council meeting and the City's request that they be present and available to answer any questions that may arise.

Therefore, the staff is recommending the following actions pertaining to these licenses:

1. A New Restaurant Liquor License (Series 12) for Yu's Chinese Express, located at 13686 N. 75th Avenue, Ellen t. Yu, Applicant, LL#20001765. Recommend Approval.
2. A Person Transfer for an On-Sale All Liquor License (Series 06) for Funugyz, located at 8378 W. Thunderbird Road #B101-B104, John D. Bakke, Applicant, LL#20001445. Recommend Approval.

ATTACHMENT:

Applications for Liquor Licenses

CONTACT:

Vicki Rios, Revenue Manager, 623-773-7638

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 12

1. Type of License(s): Restaurant
2. Total fees attached: \$ Department Use Only 12078649

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1 Owner/Agent's Name: Mr. YU ELLEN TSZFAN
2 Corp./Partnership/L.L.C.: YU'S CHINESE EXPRESS, LLC
3 Business Name: YU'S CHINESE EXPRESS
4 Principal Street Location: 13686 N. 75th AVE PEORIA MARICOPA 85381
5 Business Phone: Pending Daytime Contact:
6 Is the business located within the incorporated limits of the above city or town? YES
7 Mailing Address: 248 W PARADISE LANE PEORIA, AZ 85382
8 Price paid for license only bar, beer and wine, or liquor store: Type 12 \$ 200.00 Type \$

DEPARTMENT USE ONLY
Fees: Application 100 Interim Permit Agent Change Club Finger Prints
TOTAL OF ALL FEES
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES
Accepted by: J.W. Date: 1-14-11 Lic. # 12078649

THIS COPY NOT REDACTED FOR PUBLIC DISSEMINATION

SECTION 5 Interim Permit:

111 JAN 14 10:01 AM '05

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____, _____
 Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

11-2-2010 YU'S CHINESE EXPRESS, LLC, PH12303

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.

L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: YU'S CHINESE EXPRESS, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 11-2-2010 State where Incorporated/Organized: AZ

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: L-16376559 Date authorized to do business in AZ: 11-2-2010

5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
YU	ELLEN	TSZFIAN	MEMBER	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
YU	ELLEN	TSZFIAN	100	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE) State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____

Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 1267 ft. Name of school PRIMOSE SCHOOL OF ARROWHEAD
Address 7619 W THUNDERBIRD RD. PEORIA, AZ 85381
City, State, Zip
2. Distance to nearest church: 1954 ft. Name of church PEORIA CHURCH OF NAZARENE
Address 1717 W THUNDERBIRD RD. PEORIA, AZ 85381
City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name JESWANI CHILDREN'S EDUCATION TRUST
Address 1260 MARSHALL ST, REDWOOD CITY, CA 94063
City, State, Zip
90 SUNIL JESWANI
- 4a. Monthly rental/lease rate \$ 2875 What is the remaining length of the lease 5 yrs. 5 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 0 or other Personal Property
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? RESTAURANT

SECTION 13 - continued

JAN 14 11:49 AM 2011

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

_____ applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

_____ applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
If yes, what is your estimated opening date? JAN 2011
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

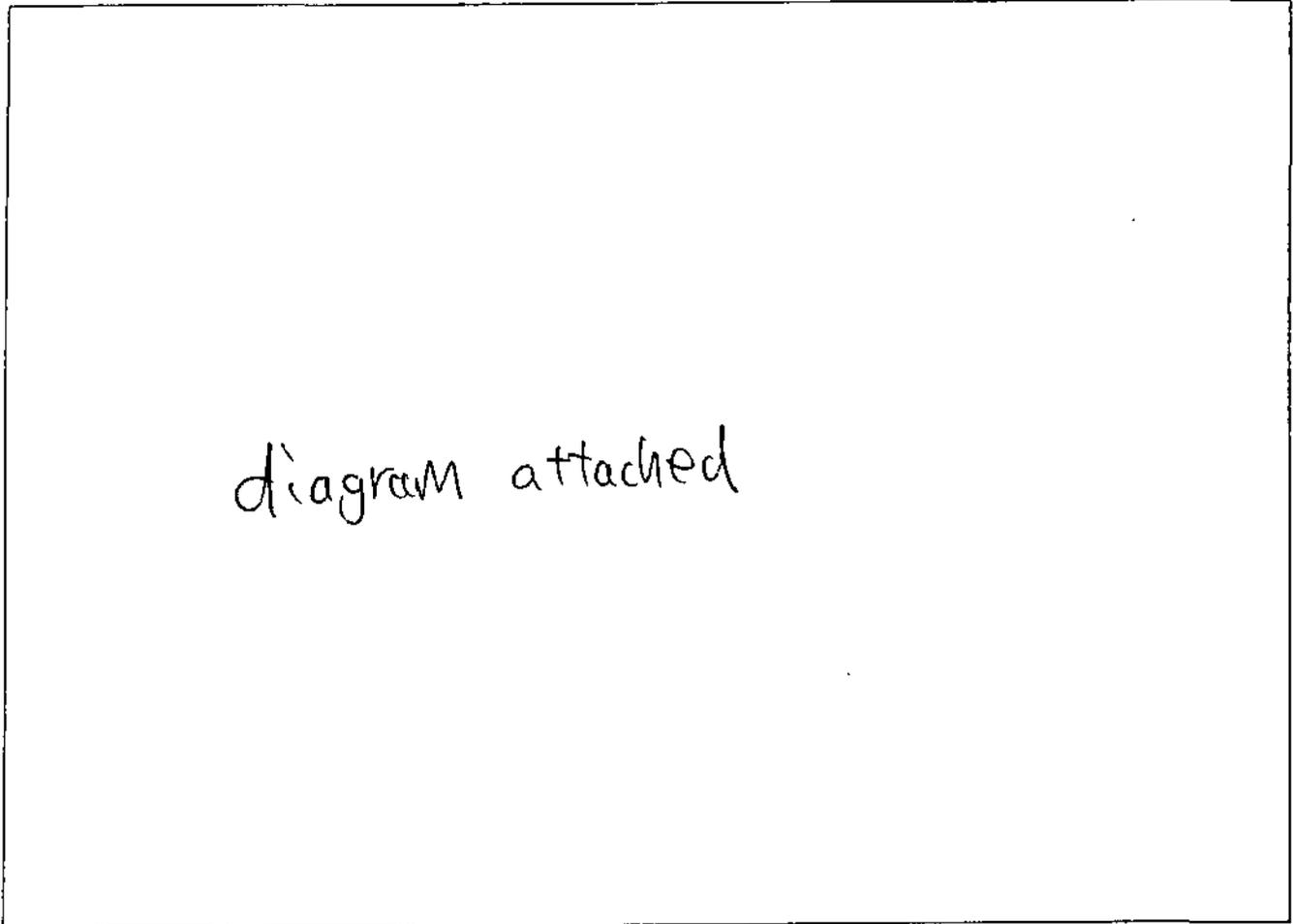
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

_____ applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



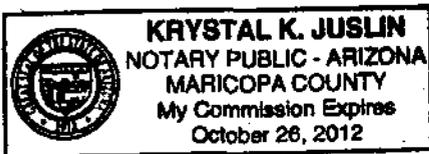
SECTION 16 Signature Block

I, Elken Tsefan Yu, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

(print full name of applicant)

[Redacted signature area]

(signature of applicant listed in Section 4, Question 1)



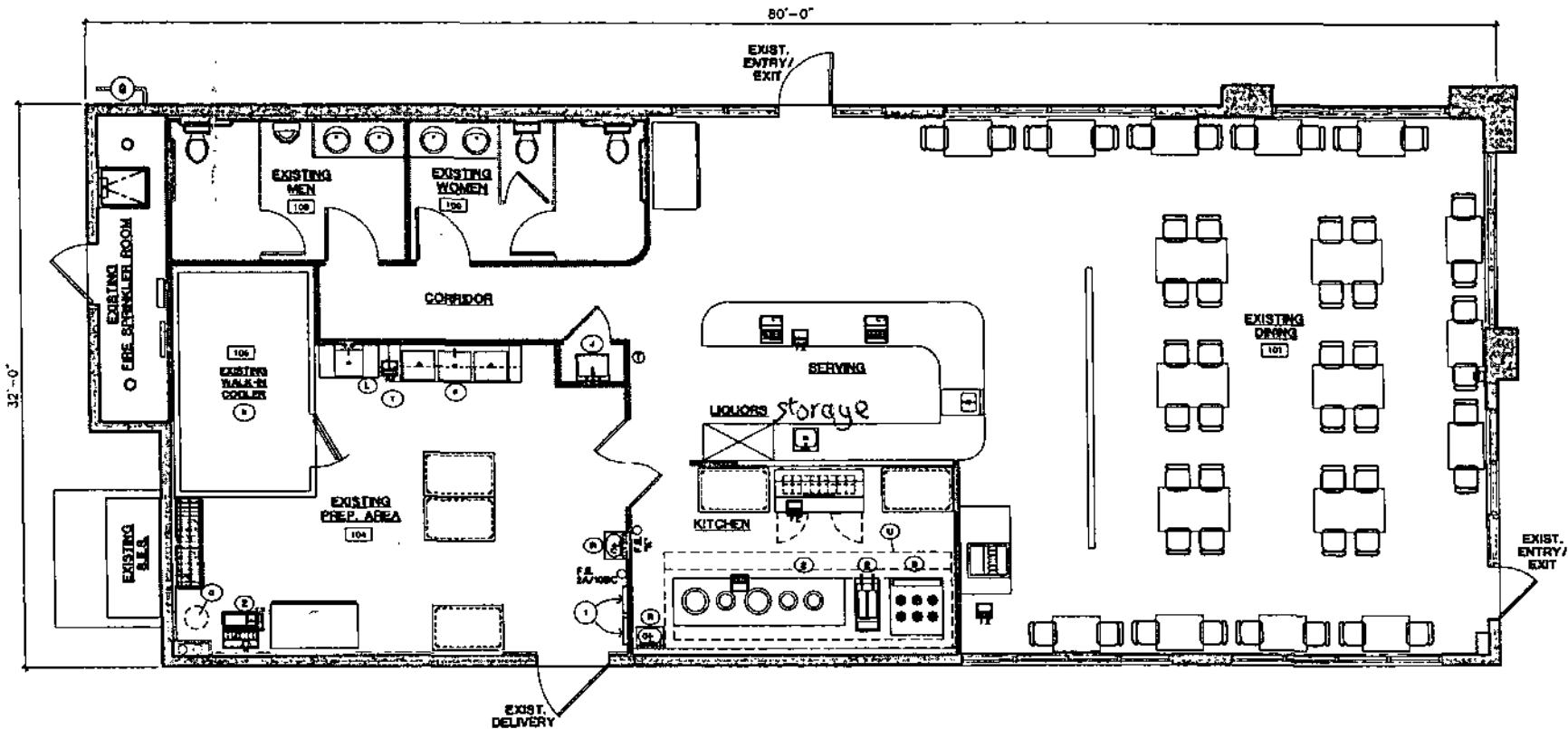
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

2 of December, 2010

Krystal K. Juslin
signature of NOTARY PUBLIC

My commission expires on: 26 10 2012
Day Month Year



11 JAN 14 09 AM 11:23:10

PROPOSED FLOOR PLAN

Yu's Chinese Express Restaurant

13686 N. 75th Ave.
Peoria, Arizona

2600 S.F.



101 JAN 14 10:11 AM

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

11064248

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLCC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLCC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.
The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
12078647
(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: YU ELLEN TZUFAN Date of Birth: [Redacted]
Last Middle (NOT a Public Record)

3. Social Security Number: [Redacted] Drivers License #: [Redacted] State: ARIZONA
(NOT a public record) (NOT a public record)

4. Place of Birth: ROULDON HONG KONG Height: [Redacted] Weight: [Redacted] Eyes: [Redacted] Hair: [Redacted]
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: [Redacted]

6. Name of Current or Most Recent Spouse: YU KAI MING Date of Birth: 01/12/1962
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 501 DAY AUG 1988

8. Telephone number to contact you during business hours for any questions regarding this document. [Redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: YU'S CHINESE EXPRESS Premises Phone: Pending

11. Physical Location of Licensed Premises Address: 13886 N 75th AVE PEORIA MARICOPA 85302
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
2001	CURRENT	ACCOUNTANT	[Redacted]
2002	May/2010	owner	[Redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
04/02	CURRENT	OWN	[Redacted]	[Redacted]	[Redacted]	[Redacted]

If you checked the Manager box on the front of this form skip to # 15

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 10, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Elton Tszfan Y4, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [REDACTED]
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
30 day of December, 2010
Month Year

My commission expires on: 11 10 2014
Day Month Year

(Signature of Notary Public)
CORNELIA BANC
Notary Public - Arizona
Maricopa County
My Commission Expires
October 11, 2014

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

Arizona Department of Liquor Licenses and Control
 800 West Washington, 5th Floor
 Phoenix, Arizona 85007
 www.azdalc.gov
 602-542-5141

THIS COPY

NOT REDACTED

NOT FOR PUBLIC DISSEMINATION

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 8*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 06070669

1. Type of License(s): Series 6 Department Use Only

2. Total fees attached: \$ _____

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Bakke John David
 (Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: J.D. Bakke, LLC B 1045 361
 (Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Funugyz Sports Grill B 1035080
 (Exactly as it appears on the exterior of premises)

4. Principal Street Location: 8378 W.Thunderbird Rd,#B101-B104 Peoria Maricopa 85381
 (Do not use PO Box Number) City County Zip

5. Business Phone: 623-587-1271 Daytime Contact: _____

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: 7333 W. Crabapple Drive, Peoria Arizona 85383
 City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type 6 \$ 80,000 Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100 100 48.00
 Application Interim Permit Agent Change Club Finger Prints \$ 248.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: mc Date: 1/3/2011 Lic. # 06070669

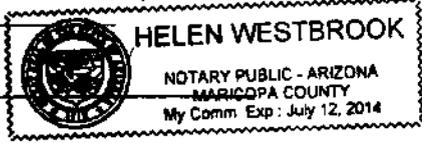
SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 06070669
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, Timothy Scott Gibson, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

[Redacted Signature]
(Signature)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 30 day of Dec. 2010
Day Month Year
[Signature]
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
- L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: J.D. Bakke, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12/20/2010 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-16465499 Date authorized to do business in AZ: 12/20/2010
5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
Bakke	John	David	Member	[REDACTED]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
Bakke	John	David	100%	[REDACTED]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by **CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).**

1. Current Licensee's Name: Nations Randy D. Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: Funugyz LLC
(Exactly as it appears on license)
3. Current Business Name: Funugyz Grill
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 8378 W. Thunderbird Road, Suite B101-B104
City, State, Zip Peoria, Arizona 85381
5. License Type: Series 6 License Number: 06070669
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, Timothy Scott Gibson, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

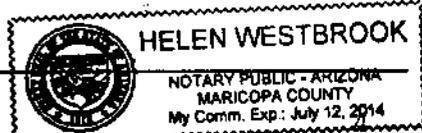
I, Timothy Scott Gibson, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
30 Day of December 2010.

(Signature of NOTARY PUBLIC)

My commission expires on: _____



SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: .61 miles ft. Name of school Arrowhead Montessori
Address 14801 N. 83rd. Ave., Peoria, Arizona 85381
City, State, Zip
2. Distance to nearest church: .2 miles ft. Name of church New Life Community Church
Address 8155 W. Thunderbird Road, Peoria, Arizona 85381
City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name CP6TB, LLC et al, c/o West Valley Properties Arizona
Address 1840 E. Warner Road, Suite 137, Tempe, Arizona 85284
City, State, Zip
- 4a. Monthly rental/lease rate \$ 12,500.42 What is the remaining length of the lease 2 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Remainder of Lease
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 300,000
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Funugyz, LLC			100%			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Bar & Grill

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 06070669 (exactly as it appears on license) Name Randy D. Nations

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

 applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

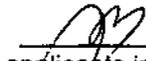
 applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:

<input checked="" type="checkbox"/> Entrances/Exits	<input checked="" type="checkbox"/> Liquor storage areas	Patio: <input checked="" type="checkbox"/> Contiguous
<input type="checkbox"/> Service windows	<input type="checkbox"/> Drive-in windows	<input type="checkbox"/> Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

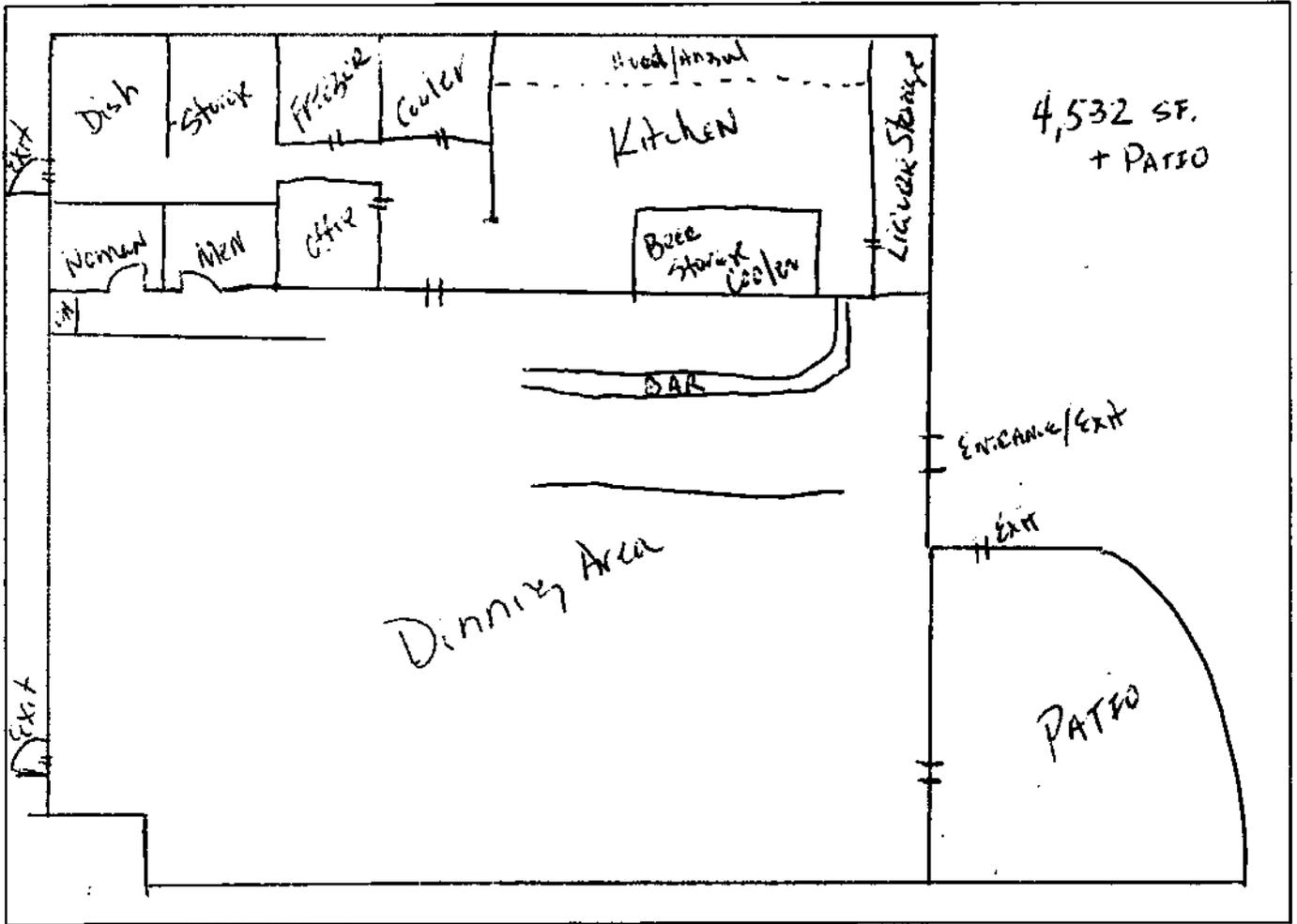


 applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, John David Bakke, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Redacted Signature]
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 30 of December, 2010
Day Month Year



My commission expires on: _____
Day Month Year

[Handwritten Signature]
signature of NOTARY PUBLIC

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial of subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DELCA. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Filed 129 0607 0069
(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: BAKKE JOHN DAVID Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: ARIZONA
(NOT a public record) (NOT a public record)

4. Place of Birth: MANCHESTER ENGLAND Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: N/A Date of Birth: 1/1
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1-5-2004

8. Telephone number to contact you during business hours for any questions regarding this document. [REDACTED]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: FUNU942 SPORTS Grill Premises Phone: 623-587-1271

11. Physical Location of Licensed Premises Address: 8378 W THUNDERBIRD PHOENIX ARIZONA 85381
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1997	CURRENT		RETIRED - DISABILITY
			[REDACTED]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
<u>From 2008</u>	CURRENT	OWN	[REDACTED]			
<u>From 2004</u>	<u>NOV 2008</u>	OWN	[REDACTED]			

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
If you answered YES, how many hrs/day? 2, and **answer #14a below**. If NO, skip to #15.
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

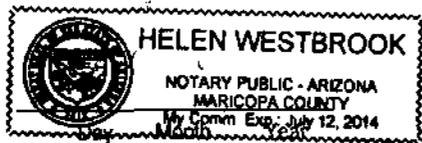
20. I, John David Bakke, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

[Signature]
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
30 day of December, 2010
Month Year

My commission expires on:



[Signature]
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DELTA FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DELTA. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

06070669

(If the location is currently licensed)

1. Check appropriate box → Controlling Person Agent Manager (Only)
(Complete Questions 1-19) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: Bakke Chad David Date of Birth: _____
Last First Middle (NOT a Public Record)

3. Social Security Number: _____ Drivers License #: _____ State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: Salon OR Marion USA Height: _____ Weight: _____ Eyes: _____ Hair: _____
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: _____

6. Name of Current or Most Recent Spouse: N/A Date of Birth: 1/1
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 6/30/2009

8. Telephone number to contact you during business hours for any questions regarding this document. _____

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Funzyz Sports Grill Premises Phone: 623-587-1271

11. Physical Location of Licensed Premises Address: 8378 W Thunderbird RD. Peoria Maricopa 85383
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
9-11-10	CURRENT		
10-30-09	9-11-10	Bar tend / manager	
7-1-08	8-1-09	Bar tend / manager	

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
9/1/09	CURRENT	R				
7/4/08	9/1/09	R				
7/4/06	7/1/08	R				

If you checked the Manager box on the front of this form skip to # 15

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 8 +, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

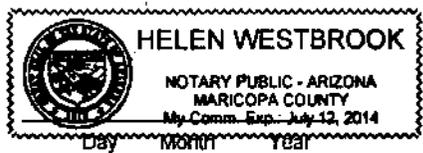
20. I, Chad Bakke, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [Redacted Signature]
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
30 day of December, 2010
Month Year

[Redacted Signature]
(Signature of NOTARY PUBLIC)



My commission expires on: _____

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

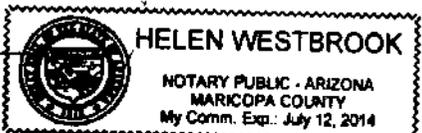
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
30 day of December, 2010
Month Year

[Redacted Signature]
(Signature of NOTARY PUBLIC)

X [Redacted Signature]
Signature of Controlling Person or Agent (circle one)
JOHN DAVID BAKKE
Print Name

My commission expires on: _____
Day Month Year



#12 Employment

6-1-08 to 7-4-08 Pitbull, LLC OWNER





City Council Calendar

Color Key:
City Council

< February	March 2011					April >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Special Meeting	2	3	4	5
6	7	8 City Council Special Study Session	9	10	11	12
13	14	15	16	17	18	19
20	21	22 Regular City Council Meeting Special Meeting and Study Session	23	24	25	26
27	28	29	30	31		



City Council Calendar

Color Key:
 City Council
 No Category
 Sports Complex

< March	April 2011					May >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	<u>2</u> Peoria Pioneer Days
3	4	<u>5</u> Regular City Council Meeting Special Meeting and Study Session	6	<u>7</u> Budget Study Session	8	9
10	11	<u>12</u> Budget Study Session	13	<u>14</u> Budget Study Session	15	16
17	18	19	20	21	22	<u>23</u> Dolly Sanchez Memorial Easter Egg Hunt
24	25	26	27	28	29	30

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

RCM #: 3a

Date Prepared: February 22, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager
THROUGH: Susan J. Daluddung, Deputy City Manager
FROM: J.P. de la Montaigne, Community Services Director
SUBJECT: 2nd Annual River and Trail Clean Up

SUMMARY:

The City of Peoria has partnered with Keep Arizona Beautiful to host the 2nd Annual River and Trail clean-up on March 26, 2011 from 8 am – 12 pm. In 2010, 350 volunteers picked up three tons of trash and planted 700 trees and shrubs in the river and trails system out of Rio Vista Park. This year the goal is to plant 100 trees and clean up the river and trails in the Bell Road area.

The City of Peoria is seeking donations of 100 trees to create a “Centennial Grove” along the trails honoring Arizona’s 100th birthday. We have partnered with Linden Tree Nursery at 112th Avenue and Beardsley where you can sponsor a tree for this event for just \$25. The city is also looking for over 300 volunteers to help with the project again this year.

If you are interested in volunteering or for more information please visit our website www.peoriaaz.gov/specialevents.

CONTACT: Brenda Rehnke, Recreation Manager 623-773-7131

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

RCM #: 3b

Date Prepared: February 22, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager

FROM: J.P. de la Montaigne, Community Services Director

SUBJECT: Pioneer Days Parade and Family Picnic

SUMMARY:

City of Peoria and Peoria Historical Society invites the community out to enjoy a wonderful day of events on Saturday April 2, 2011. The theme of this year's Pioneer Days is about celebrating Peoria's past and preserving its future by promoting sustainable practices. This event will showcase a "Green Zone" that is focused on educating citizens in the areas of energy conservation and other environmentally conscious practices. Bring your whole family and enjoy a great program of activities planned for the day.

5K Run & 1 mile Family Fun Walk: 8:00am (check-in starts at 7:00 am)
Green Zone Opens- 8:30 am
Family Bike Ride: 10:00 am (check-in starts at 9:30 am)
Parade: 10:00 am – 11:00 am
FREE Family Picnic: 11:00 am – 12:00 pm (while supplies last)

All activities are taking place at Oldtown Peoria located at 83rd Ave. just south of Grand Ave. For more information about the event please call 623-773-7137 or visit us on the web at www.peoriaaz.gov/specialevents.

CONTACT: Brenda Rehnke, Recreation Manager 623-773-7131

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

RCM #: 3c

Date Prepared: February 3, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager
THROUGH: Susan K. Thorpe, Deputy City Manager *SKT*
FROM: William Mattingly, Public Works - Utilities Director *WJM*
SUBJECT: City Hall Cafe

SUMMARY:

The office space located east of the Pine conference room is being converted to a café for the use of employees and the public. This space was previously occupied by the Economic Development Department prior to their move to the Development and Community Services Building. The work is funded in the current approved CIP project to renovate office space in City buildings.

In the fall of 2010 staff began the process to select a food service provider for the café and a Request for Proposals was issued. A vendor was selected and it is anticipated that the café will open during the month of April 2011.

The vendor has proposed a robust menu offering including, gourmet coffees, fountain drinks, along with a variety of breakfast and lunch items. The menu will also contain healthy alternatives. As the business gets established, there is a plan to monitor what is selling and to conduct customer surveys to determine future adjustments to the menu.

Some details of the project include:

- The name of the business will be "Café Quench"
- Operating days and hours will be from 6:30 AM to 4:00 PM Monday through Thursday.
- The vendor will offer catering services during and outside of operating hours.
- After a six month establishment period, the vendor will pay the City a percentage of income. Quarterly audits will be conducted to assure compliance.
- During the thirty days prior to opening, there will be marketing materials distributed to the employee population.

ATTACHMENT: Proposed Menu

CONTACT: Walt Begley, Facilities Manager 623-773-7138



MENU

Address:

Peoria City Hall

Hours:

Monday Thru Thursday 6:30 a.m. - 4 p.m.

Breakfast:

Sandwiches served on choice of

bread, bagel, croissant, English Muffin or wrap

Egg and Cheese Sandwich 2.99

Egg, Cheese Sandwich with Meat Choice 3.29

Sausage, Bacon or Ham

Breakfast Burrito 3.79

Bacon or sausage, eggs, cheese, potato, salsa side on tortilla

Small Breakfast Burrito 2.49

Lox and Cream Cheese 7.49

Capers, onion and tomato on bagel choice

Bagel with Cream Cheese 2.29

Bagel Only 1.29

Omelets:

Served with choice of bagel, english muffin or toast

add .99 cents for side of bacon

Cheese 4.99

American, cheddar, swiss, provolone or pepperjack

Veggie 4.99

Green pepper, onion, mushrooms and tomatoes

Ham and Cheese 5.49

Ham and choice of cheese

Denver 5.49

Ham, cheddar cheese, onion, bell pepper and tomato

Breakfast Sides:

2 Slices Toast (with butter and jelly) 1.59

2 Slices Bacon 1.29

Cereal with Milk 2.49

2 Pancakes with butter and syrup 2.49

Waffle with butter and syrup 2.49

2 Hard Boiled Eggs 1.49

Snacks:

Chips .99

Candy Bar/Granola Bar .99

Quaker Chewy Granola Bar .50

Brownie 1.79

Long John 1.29

Cookie 0.69

Nachos (Chips, Cheese, Jalapeno) 2.79

additional for Chili .79

Frito Bowl (Fritos, Cheese, Chili, Sour Cream) 2.79

Salsa and Chips 2.79

Jumbo Pretzel (add .79 for Cheese) 2.29

Fruit - Bananas .75

Fruit - Other 1.00

Yogurt Fruit Parfait - Large 3.49

Yogurt Fruit Parfait - Small 2.99

Fountain Drinks:

Coke, Diet Coke, Pibb, Sprite, Root Beer, Lemonade

Unsweetened Raspberry Iced Tea, Sweet Black Iced Tea,

Unsweetened Black Iced Tea and Sweet Green Tea

20 oz. Fountain Drink 1.59

32 oz. Fountain Drink 1.89

Expresso:

Served Hot or Cold



	<u>16 oz.</u>	<u>20 oz.</u>
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Americano	2.29	2.79
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Cappucino	3.29	3.79
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Latte	3.29	3.79
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Mocha or White Mocha	3.49	3.99
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Caramel Latte	3.49	3.99
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Vanilla Latte	3.49	3.99
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Caramel Macchiato	3.59	3.99
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Turtle Mocha	3.59	3.99
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Blended Iced Latte (mocha, caramel)	3.49	3.99
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Coffee / Tea:

	<u>16 oz.</u>	<u>20 oz.</u>
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Coffee	1.49	1.69
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Tea	1.49	1.69
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Chai Tea Latte	2.99	3.99
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96 oz. Coffee to Go	13.49	
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includes cups, stirrs, sweeteners and creamer

Smoothies:

	<u>20 oz.</u>	<u>32 oz.</u>
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	3.99	4.99
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Desserts:

Brownie 1.79

Cookie .69

Single scoop or cone (Chocolate or Vanilla) 1.99

Double scoop or cone (Chocolate or Vanilla) 2.49

Sundae (Chocolate, Strawberry or Caramel) 2.99

Small Shake (Chocolate, Strawberry or Vanilla) 2.99

Large Shake (Chocolate, Strawberry or Vanilla) 3.99

Banana or Strawberry Split 3.99

Turtle Brownie Sundae 3.99

Sandwiches:

Served with your choice of fries, potato salad, coleslaw, chips or side salad. Breads may be substituted.

Turkey Club	5.99
<i>Turkey, Swiss, bacon, lettuce, tomato & Mayo on wheat bread</i>	
The Toasted Spicy Italian	6.29
<i>Ham, Salami, Provolone with vinaigrette dressing and pepperoncini peppers</i>	
Overstuffed Rueben	7.29
<i>Extra corned beef piled high</i>	
Overstuffed Corned Beef or Pastrami	7.29
<i>Choice with Swiss on rye bread</i>	
Tuna Salad	5.29
<i>Homemade with lettuce and tomato on choice of bread</i>	
Tuna Melt	5.49
<i>Choice of cheese melted on top of bread choice</i>	
California Club	6.99
<i>Toasted triple wheat bread with turkey, havarti, cucumber, lettuce, tomato and avocado</i>	
Classic Club	6.99
<i>Turkey, ham, Swiss, bacon, lettuce, tomato, Mayo triple Decker</i>	
BLT	5.29
<i>The classic on choice of bread</i>	
Chicken Caesar Wrap	5.99
<i>Chicken, bacon, lettuce, tomato, parmesan and Caesar on wrap</i>	
Southwest Chicken Wrap	5.99
<i>Chicken, bacon, lettuce, tomato, pepperjack and ranch on wrap</i>	
Grilled Cheese	3.99
<i>Choice of cheese</i>	



South of the Border:

Choice of Chicken or Beef

Taco	1.29
3 Tacos	3.79
Quesadilla	3.99
Chicken or Beef Quesadilla	4.99
Burrito	4.99
Chips and Salsa	2.79

Burgers:

Served with your choice of fries, potato salad, coleslaw, chips, café salad

Hamburger	4.99
<i>1/3# Angus with lettuce, tomato, pickles, onion and Mayo</i>	
Cheeseburger	5.49
<i>Choice of American, Swiss, provolone or cheddar</i>	
Bacon Cheeseburger	5.99
<i>Bacon and choice of cheese</i>	
Boca Burger	5.49
<i>Meatless burger with choice of fixings</i>	
Southwest Burger	5.49
<i>Pepperjack, jalapenos and salsa</i>	
California Burger	5.99
<i>Lettuce, tomato, red onion, Swiss, avocado, cucumbers and Mayo</i>	

Salads:

Café Salad (Caesar or Garden Mix)	2.79
Caesar or Garden Mix	5.29
Chicken Caesar	6.49
Chicken Club Salad	6.49
<i>Bacon, cucumber, tomato, Swiss and onion with ranch dressing</i>	
Oriental Chicken	6.99
<i>Chicken, lettuce, mandarin oranges, walnuts, crispy noodles with sesame oriental dressing</i>	
Chef Salad	6.99
<i>Lettuce, Turkey, ham, Swiss, cheddar, boiled eggs and croutons</i>	
Taco Salad (Beef or Chicken)	6.99
<i>Shredded lettuce, refried beans, cheddar, tomatoes and choice of beef or chicken taco meat in an edible bowl</i>	

Hot Dogs:

Hot Dog	2.29
Jumbo Hot Dog	3.29
Additional for Chili or Cheese	.79
Additional for Chili Cheesedog	.99
Chicago Dog	3.99

Sides and Snacks:

Chips	.99
Nachos (Chips, Cheese, Jalapeno)	2.79
additional for Chili	.79
Jumbo Pretzel	2.29
additional for Cheese	.79



Catering Available - Ask for Details

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

RCM #: 3d

Date Prepared: February 22, 2011

Council Meeting Date: March 22, 2011

TO: Honorable Mayor and Council

FROM:  Carl Swenson, City Manager

SUBJECT: Distinguished Budget Presentation Award

SUMMARY:

I am pleased to announce that the City of Peoria has received the Distinguished Budget Presentation Award for the current budget from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by our organization.

This is the 18th time that the city has received this award; however, it is important to note that grading criteria has become increasingly more stringent over time. In order to receive the budget award, we had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide, and
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

It is important to note the collaborative spirit in which this was accomplished. The leadership of the Mayor and Council throughout the budget process, as well as the direction provided by Jeff Tyne, Management and Budget Director, made this possible. Our budget process allowed for an engaging, thought provoking, and well reasoned budget strategy; all of which resulted in this distinguished honor for the City of Peoria. This national recognition further exemplifies the high caliber of our elected officials and staff. I want to thank everyone who worked on the budget and congratulate all of you for a job well done.

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

RCM #: 3e

Date Prepared: March 15, 2011

Council Meeting Date: March 22, 2011

TO: Carl Swenson, City Manager
THROUGH: Susan Thorpe, Deputy City Manager
FROM: Brent Mattingly, Finance Director / Chief Financial Officer
SUBJECT: Arizona Department of Revenue

SUMMARY:

In May of 2009, Revenue Division staff discovered the city had inadvertently reported and paid State and County privilege tax on its internal consumption of water for irrigation of parks, turf areas, right-of-way landscaping, building maintenance, fire hydrants, etc. Starting in May of 2009, Peoria stopped reporting and remitting privilege tax on its own use of water which saved the city approximately \$75,000 per year. Staff also determined the amount of the overpaid privilege tax was \$244,145.94 including interest for the four year period of April 1, 2005 through March 31, 2009. In April of 2009, we worked with the City Attorney's Office to file a tax protest with the Arizona Department of Revenue (ADOR) requesting a refund of the overpayment.

The ADOR initially denied the refund request. The City Attorney's Office appealed the denial and requested a formal administrative hearing on the case. Staff began working closely with the City Attorney's office to prepare for the hearing and simultaneously requested an informal meeting to discuss the refund request with representatives from the ADOR. At the informal meeting, representatives from ADOR acknowledged the city had overpaid taxes and requested some additional information to determine the final refund amount. As a result, the formal hearing process was not necessary. The ADOR took a few months to review the additional information we provided. The Finance Department was notified this week by ADOR that the city would be receiving its refund within the next two weeks. With interest as of November 2010, the total refund request was \$298,640.66.

Michael Wawro in the City Attorney's Office, together with Finance Department staff, Vicki Rios, Russell Young, and especially Dan Gersey played key roles in securing this outcome. This cooperative effort allowed the city to successfully address the issue with the State without the cost of litigation.