

Amendment #1 – September 29, 2011



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

**CITY COUNCIL SPECIAL MEETING
AND STUDY SESSION
NOTICE & AGENDA**

Tuesday, October 04, 2011

5:00 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:**

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 Appointments, Boards and Commissions

Discussion and possible action to approve the recommendation from the Council Subcommittee on Boards and Commissions Appointments pertaining to the following appointments, and adopt the Resolution as presented:

Adopt **RES. 2011-92** appointing Jasmine Bejarano, as a regular member, and Ian Mullane, as an alternate member, to the Youth Advisory Board.

2C Establishment, VantageCare Retirement Health Savings Plan, Fire Chief, International City/County Management Association - Retirement Corporation (ICMA-RC)

Discussion and possible action to adopt **RES. 2011-101** establishing a VantageCare Retirement Health Savings Plan for the Fire Chief with International City/County Management Association - Retirement Corporation.

3C License Agreement, Electric Transportation Engineering Corporation, Electric Vehicle Charging Stations

Discussion and possible action to approve a license agreement with Electric Transportation Engineering Corporation to install, maintain and operate a total of six electrical vehicle charging stations on City of Peoria property.

4C Intergovernmental Agreement, Maricopa County Department of Transportation, Maintenance, Union Hills Drive between 111th Avenue and Paradise RV Resort

Discussion and possible action to approve an Intergovernmental Agreement with Maricopa County Department of Transportation (MCDOT) for the City to accept maintenance of a portion of Union Hills Drive between 111th Avenue and Paradise RV Resort.

5C Maintenance Improvement District No. 1123, Trilogy at Vistancia Parcel C8, Dixileta Parkway and Trilogy Boulevard

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2011-93** intention and ordering formation of proposed Maintenance Improvement District No. 1123, Trilogy at Vistancia Parcel C8, located on Dixileta Parkway and Triolgy Boulevard; and adopt **RES. 2011-94** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

6C Maintenance Improvement District No. 1124, Trilogy at Vistancia Parcel C4, 124th Lane and Trilogy Boulevard

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2011-95** intention and ordering formation of proposed Maintenance Improvement District No. 1124, Trilogy at Vistancia Parcel C4, located at 124th Lane and Trilogy Boulevard; and adopt **RES. 2011-96** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

7C Maintenance Improvement District No. 1098, Sunset Ranch IIA, Williams Road and 100th Avenue

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2011-97** intention ordering formation of proposed Maintenance Improvement District No. 1098, Sunset Ranch IIA, located on Williams Road and 100th Avenue; and adopt **RES. 2011-98** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

8C Streetlight Improvement District No. 1050, Sunset Ranch IIA, Williams Road and 100th Avenue

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2011-99** intention and ordering formation of the proposed Streetlight Improvement District No. 1050, Sunset Ranch IIA, located on Williams Road and 100th Avenue; and adopt **RES. 2011-100** ordering the purchase of electricity for lighting streets and parks within the proposed Street Light Improvement District and declaring an emergency.

9C Re-Plat, Lots 1 and 5 of Creekside Estates, 73rd Avenue and Pinnacle Peak Road

Discussion and possible action to approve a Re-Plat of Lots 1 and 5 of Creekside Estates, located at 73rd Avenue and Pinnacle Peak Road, subject to stipulations.

10C Authorization to Hold an Executive Session

Discussion and possible action to authorize the holding of an Executive Session for the purpose of consultation with City Staff and the City Attorney regarding: a) initiating negotiations for the possible acquisition of real property located in the vicinity of the intersection of Arrowhead Fountain Center Drive and Mariners Way pursuant to A.R.S. § 38-431.03(A)(7); b) the settlement agreement with Horizontal Boring & Tunneling v. City of Peoria, et al, pursuant to A.R.S. § 38-431.03(A)(7); and c) Peoria Police Officer's Association's information request for attorney-client privileged information pursuant to A.R.S. § 38-431.03(A)(7).

STUDY SESSION AGENDA

Subjects for Discussion Only:

1. Council Subcommittees Implementation Update

REGULAR AGENDA

NEW BUSINESS

11R Settlement Agreement, Horizontal Boring & Tunneling v. City of Peoria, et al.

Discussion and possible action to approve the settlement agreement in the lawsuit between Horizontal Boring & Tunneling v. City of Peoria, et al.

12R Council Subcommittee Appointments

Discussion and possible action to adopt **RES. 2011-103** through **RES. 2011-108** related to Council Subcommittee Appointments.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

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

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
COUNCIL COMMUNICATION**

Agenda Item: 1C

Date Prepared: September 22, 2011

Council Meeting Date: October 4, 2011

TO: Carl Swenson, City Manager
FROM: Wanda Nelson, CMC, City Clerk
THROUGH: Susan K. Thorpe, Deputy City Manager
SUBJECT: Boards and Commissions Appointments

Purpose:

This is a request for City Council to appoint Jasmine Bejarano, as a regular member to the Youth Advisory Board, for a partial term to expire June 2012, and Ian Mullane, as an alternate member to the Youth Advisory Board, for a partial term to expire June 2013.

Background/Summary:

Shelbie Staley, regular member of the Youth Advisory Board, graduated in May 2011 and is ineligible to serve. One (1) vacancy was created with a term to expire June 2012. Jasmine Bejarano currently serves as an alternate member of the Youth Advisory Board with a term to expire June 2013.

The Council Subcommittee recommends appointing Jasmine Bejarano, to a regular member status on the Youth Advisory Board, to fill the vacancy created by Shelbie Staley. The Subcommittee also recommends appointing Ian Mullane, to an alternate member status on the Youth Advisory Board, to fill the vacancy created by Jasmine Bejarano.

Previous Actions:

On September 12, 2011, the Council Subcommittee on Boards and Commissions Appointments met in the Ironwood Conference Room and discussed appointments to the Youth Advisory Board. The Subcommittee unanimously voted to recommend the appointment of current alternate member, Jasmine Bejarano, as a regular member, and Ian Mullane, as an alternate member, to the Youth Advisory Board.

On September 12, 2011, a memorandum was submitted to Mayor and Council outlining the recommended appointments and asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

- A.** Appointment of Jasmine Bejarano and Ian Mullane to the Youth Advisory Board
- B:** Continue recruitment efforts to fill the current vacancy on the Youth Advisory Board.

Staff's Recommendation:

This is a request for City Council to discuss and approve the recommendations from the Council Subcommittee on Boards and Commissions Appointments pertaining to the following appointments, and adopt the Resolution as presented:

Adopt RES. 2011-92 appointing Jasmine Bejarano, as a regular member, and Ian Mullane, as an alternate member, to the Youth Advisory Board.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

If appointed, Ian Mullane, as a newly appointed Youth Advisory Board member, will be invited to receive a plaque and Certificate of Appointment at the October 18, 2011 City Council meeting.

Exhibit(s):

Exhibit 1: Resolution No. 2011-92

Contact Name and Number: Natalie Gilstrap, City Clerk Specialist, 623-773-7340

RESOLUTION 2011-92

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING JASMINE BEJARANO AND IAN MULLANE TO THE YOUTH ADVISORY BOARD AND ESTABLISHING THE TERMS OF OFFICE.

WHEREAS, Sheblie Staley, regular member on the Youth Advisory Board graduated from high school in May 2012 and there exists one vacancy; and

WHEREAS, Jasmine Bejarano, current alternate member, desires to be a regular member of the Youth Advisory Board; and

WHEREAS Ian Mullane desires to be a member of the Youth Advisory Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of Jasmine Bejarano, as a regular member, and Ian Mullane, as an alternate member, to the City of Peoria Youth Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Jasmine Bejarano is appointed, as a regular member, and Ian Mullane, as an alternate, member to the City of Peoria Youth Advisory Board.

BE IT FURTHER RESOLVED that said appointments shall expire as follows:

Jasmine Bejarano	June 2012
Ian Mullane	June 2013

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 4th day of October 2011.

CITY OF PEORIA, an Arizona municipal corporation

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

Approved as to Form:

Stephen M. Kemp, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 2C

Date Prepared: September 21, 2011

Council Meeting Date: October 4, 2011

TO: Honorable Mayor and City Council

FROM: Wynette Reed, Human Resources Director

THROUGH: Carl Swenson, City Manager

SUBJECT: Establish a VantageCare Retirement Health Savings Plan (RHS) (Plan Number, 803300) for the Fire Chief with International City/County Management Association Retirement Corporation (ICMA-RC)

Purpose:

This is a request for City Council to review and approve the establishment of a VantageCare Retirement Health Savings Plan (RHS) for the Fire Chief with ICMA-RC.

Background/Summary:

In order to implement this decision, the ICMA-RC, VantageCare Retirement Health Savings Plan (RHS) requires adoption by Council.

Previous Actions:

No previous action was taken.

Options: The Council may select the following options:

- A:** To approve the establishment of a VantageCare Retirement Health Savings Plan (RHS) for the Fire Chief with ICMA-RC.
- B:** To direct Staff to gather more information on other deferred compensation options.
- C:** To disapprove the establishment of a VantageCare Retirement Health Savings Plan (RHS) for the Fire Chief with ICMA-RC.

Staff's Recommendation:

Staff recommends the approval of a VantageCare Retirement Health Savings Plan (RHS) for the Fire Chief with ICMA-RC. After discussion, Council may direct Staff to move forward with the implementation of the selected option.

Fiscal Analysis:

To be determined.

Narrative:

Once City Council approves the establishment of a VantageCare Retirement Health Savings Plan (RHS) for the Fire Chief with ICMA-RC and necessary signatures are obtained, the draft plan document will be submitted to ICMA-RC for creation of the final plan documents. These documents will be returned to the Human Resources Department and routed through the City Clerk.

Exhibit(s):

Exhibit 1: Resolution for adoption of the plan.

Contact Name and Number: Bobbie Kimelton, Human Resources Manager.
Telephone number: 623-773-7624.

RESOLUTION NO. 2011-101

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 VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN FOR THE FIRE CHIEF AND AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN TRUST DOCUMENTS ON BEHALF OF THE CITY FOR THE ADMINISTRATION OF THE PLAN.

WHEREAS, the City of Peoria has employees rendering valuable services;
and

WHEREAS, the establishment of an ICMA VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN for the Fire Chief serves the interest of the City of Peoria by enabling it to provide reasonable security regarding employee's health needs during retirement and by providing increased flexibility in its personnel management system; and

WHEREAS, the City of Peoria has determined that the establishment of the ICMA VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) Plan serves the above objectives;

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

BE IT FURTHER RESOLVED, that the City of Peoria hereby adopts the Plan in the form of the ICMA VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN.

BE IT FURTHER RESOLVED, that the assets of the Plan will be held in trust, with the City of Peoria serving as trustee, for the exclusive benefit of the Plan participant and their beneficiaries, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The City of Peoria has executed the Declaration of Trust, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the Vantage Trust.

BE IT FURTHER RESOLVED, that the City Manager of the City of Peoria, Arizona is designated coordinator for the Plan and shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation's VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) Plan; shall cast on behalf of the City of Peoria, any required votes under the ICMA Retirement Trust; may delegate any administrative duties relating to the Plan to appropriate departments; and

RES. 2011-101
VantageCare Retirement Health Savings

BE IT FURTHER RESOLVED, The City of Peoria, Arizona hereby authorizes the City Manager to execute all necessary agreements with the ICMA VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) Plan incidental to the administration of the Plan.

BE IT FUTHER RESOLVED that this resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona on this 4th day of October, 2011.

Bob Barrett
Mayor

Wanda Nelson
City Clerk

APPROVED AS TO FROM:

Stephen M. Kemp
City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 3C

Date Prepared: September 6, 2011

Council Meeting Date: October 4, 2011

TO: Carl Swenson, City Manager

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

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

SUBJECT: License Agreement, Electric Transportation Engineering Corporation, Electric Vehicle Charging Stations

Purpose:

This is a request for City Council to approve a license agreement with Electric Transportation Engineering Corporation (ECOtality Inc.) to install, maintain and operate a total of six electric vehicle charging stations at three separate City of Peoria sites.

Background/Summary:

As part of the American Recovery and Reinvestment Act (ARRA) of 2009, the federal government approved funding to create an electric vehicle (EV) charging infrastructure. ECOtality was selected by the Department of Energy to install EV charging stations. ECOtality will also collect and analyze data on the use of stations to evaluate the effectiveness of the infrastructure. More information about the firm and the charging station project can be found at www.ECOtality.com.

ECOtality approached the City of Peoria in regards to installing EV charging stations on city property. Over the past several months, staff have met with ECOtality to discuss suitable locations and a total of three sites were identified. The locations were selected based on the availability of existing electrical capacity and space for the units, along with other criteria. Two freestanding charging stations will be located at each site and they will have a similar appearance to the units shown on the attached Exhibit 1. The charging stations will utilize standardized connections compatible with all electric and plug-in hybrid vehicles and will be able to fully recharge an electric vehicle in 4-6 hours. The three selected sites are listed below and detailed location maps are attached:

- **Development and Community Services Building**, along north side of building
- **Sunrise Mountain Library**, in the parking lot just north of the library building
- **Peoria Sports Complex**, in the west parking lot near 83rd Avenue.

Per the license agreement, ECOTality will be responsible for all costs to install, maintain and operate the charging stations until December 31, 2012, and to collect data on their use. During this period, ECOTality will provide the City with reimbursements for the cost of the electricity consumed by the stations. Also, during this period if there is a conflict between city activities and the charging stations (such as redevelopment at the Sports Complex), we can elect to provide 30-days notice and have the stations removed at no cost to the City.

The license agreement automatically expires on December 31, 2012, at which time the City can elect to: a) have ECOTality remove all equipment (at no cost to the city), or b) have the ownership of the charging equipment transferred to the city. Staff will provide Mayor and Council with an update on the use of the charging stations before the end of calendar year 2012. The report will make a recommendation regarding the ongoing future of the charging stations.

Previous Actions:

At the September 7, 2010 Study Session, staff informed Mayor and Council that we had provided ECOTality with a list of public and private locations where charging stations could be installed within Peoria. No action was taken by the City Council at that time.

Options:

- A. Approve a license agreement with ECOTality Inc. to have a total of six electric vehicle charging stations installed, operated and maintained at selected city facilities.
- B. Do not approve a license with ECOTality Inc. and no electric vehicle charging stations will be installed at city facilities.

Staff's Recommendation:

Discussion and possible action to approve a license agreement with Electric Transportation Engineering Corporation to install, maintain and operate a total of six electrical vehicle charging stations on City of Peoria property.

Fiscal Analysis:

The proposed license agreement will make ECOTality responsible to fund all costs to install, maintain and operate the six (6) electric vehicle charging stations through December 31, 2012. Accordingly, there are no direct cost impacts to the City and the city will be reimbursed for the electricity used by the charging stations.

If the City elects to keep the charging stations after December 2012, there will be an estimated fee of \$20 per unit per month to maintain and operate the units. All or a portion of this ongoing

operational cost may be offset by revenue generated by the use of the units. Staff will provide Mayor and Council with an update on the use of the charging stations before the end of calendar year 2012. The report will make a recommendation regarding the ongoing future of the charging stations.

Narrative:

Once the license agreement is made effective, ECOtality will submit the necessary documents to obtain construction permits to install the electric vehicle charging stations. Construction is scheduled to be completed before the end of December 2011 with the charging stations to become operational no later than January 2012.

Exhibit(s):

Exhibit 1 – Pictures of charging stations

Exhibit 2 – Location map for the Development and Community Service Building

Exhibit 3 – Location map for the Sunrise Mountain Library

Exhibit 4 - Location map for the Peoria Sports Complex

Exhibit 5 - License Agreement

Contact Name and Number: Shawn Kreuzwiesner, Engineering Planning Manager, ext. 7643

EXHIBIT 1

Electric Vehicle Charging Stations



**Monti's La Casa Vieja Restaurant
Tempe, Arizona**



**Freestanding Charging Stations
at a Commercial Center**



**Typical Freestanding
Charging Station**

EXHIBIT 2

Development and Community Services Building
8401 W. Monroe Street, Peoria, AZ 85345

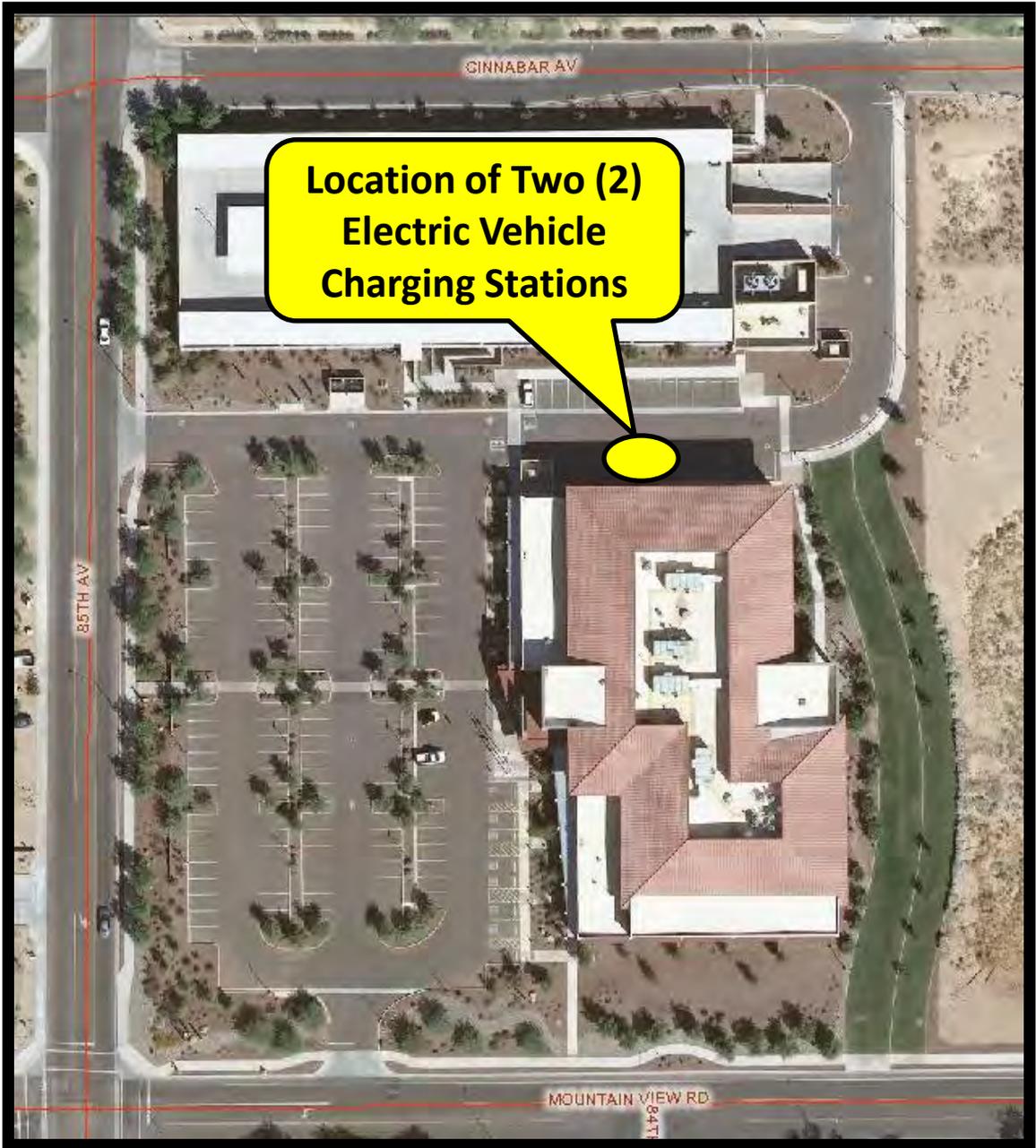


EXHIBIT 3

Sunrise Mountain Library
21109 N. 98th. Ave. Peoria, AZ 85382

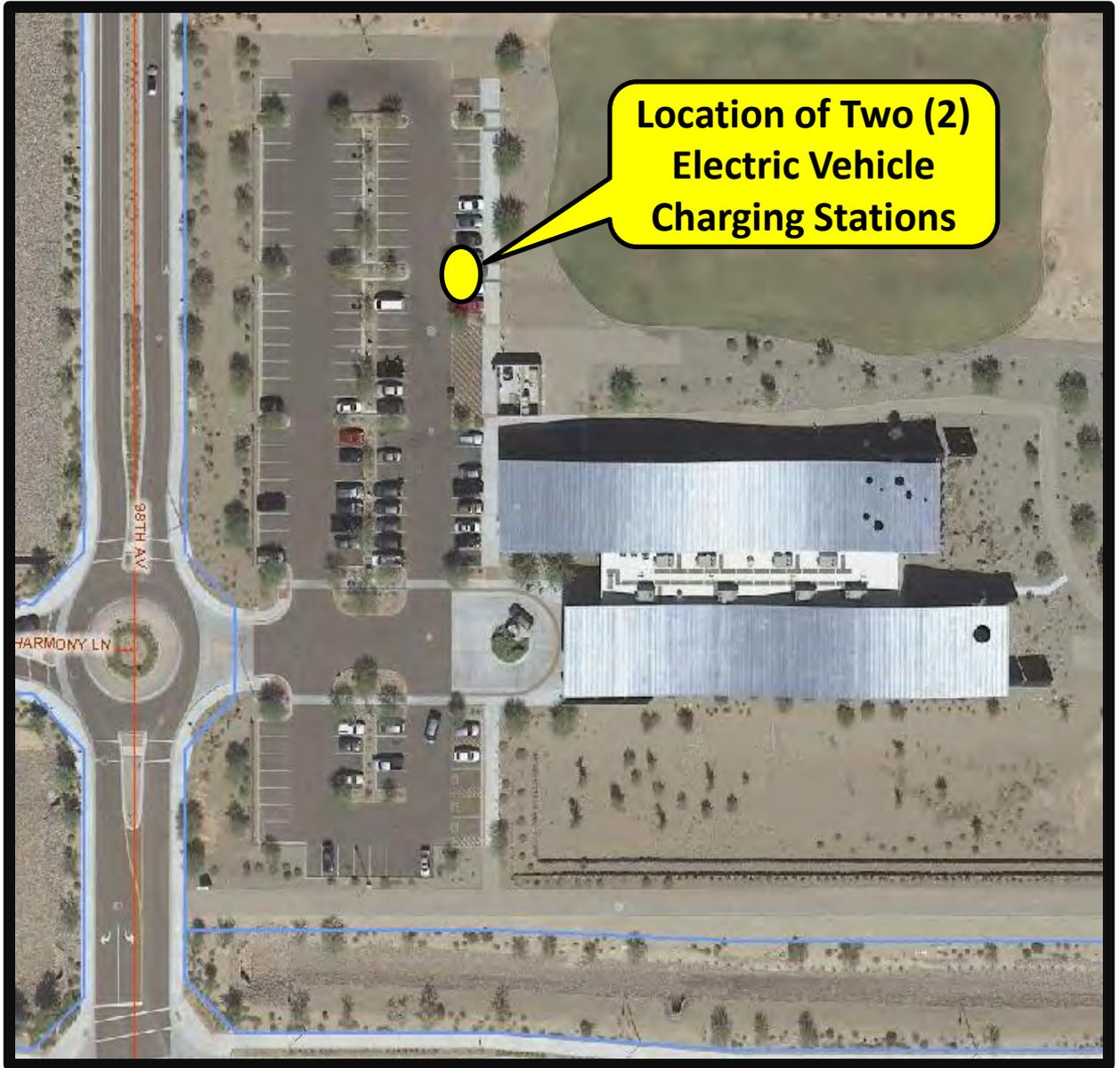


EXHIBIT 4

Peoria Sports Complex
16101 N. 83rd Avenue, Peoria, AZ 85382



LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is made effective as of _____, 2011, between the City of Peoria, an Arizona municipal corporation (the “Licensor”), and Electric Transportation Engineering Corporation, dba ECOTality North America, an Arizona corporation, and its successors and assigns (“Licensee”) (collectively the “Parties”).

RECITALS:

A. The City of Peoria is the fee owner of certain real properties more particularly described on the attached Exhibit A (collectively “Licensor’s Properties”), specific portions of which will be licensed to Licensee pursuant to this Agreement which licensed portions are described and depicted on the attached Exhibit B (collectively the “Licensed Premises”).

B. Licensee is the owner of the Equipment and Software more particularly described on the attached Exhibit C (collectively the “Equipment”).

C. The United States Department of Energy (“DOE”) has provided funding through the American Recovery and Reinvestment Act (“ARRA”) to accelerate the development and production of electric vehicles (“EVs”) in order to reduce petroleum consumption in the United States.

D. For the use of EVs to expand, drivers of EVs will require access to sufficient publicly available Electric Vehicle Supply Equipment (“EVSE”) stations to provide for convenient re-charging of EVs in locations remote from the drivers’ homes.

E. To encourage the development and use of EVs the DOE is supporting the development of a large publicly available EV charging infrastructure in several cities in the United States, including the City of Peoria, through a program known as the “EV Project,” which will provide EVSE units at publicly available locations in the United States.

F. Pursuant to the EV Project, Licensee has received a grant from DOE (the “DOE Grant”) to install EVSE stations and to collect data relating to public use of the EVSE stations. The data collected from publicly available EVSE and EV Project participants will be analyzed to determine vehicle use and charging patterns in a variety of topographies and climate conditions, to evaluate the effectiveness of the charge infrastructure deployed under the EV Project, and to support the future deployment of EV infrastructure in other regions.

G. Licensor has a long-standing commitment to resource conservation and has been an active participant in energy conservation, energy efficiency and environmental preservation and is committed to protecting the environment and providing a sustainable future for its residents.

H. Licensor is interested in the outcome of the studies and other efforts being undertaken by Licensee as part of the DOE Grant, including the extent to which EVSE stations on the Licensed Premises would affect energy use by Licensor and the use of EVs by members of the public.

I. Licensee desires to obtain from Licensors certain rights over, under and across Licensors' Property for the purpose of installing, maintaining, operating and removing the Equipment to facilitate Licensee's implementation of the DOE Grant.

J. The Peoria City Council has authorized the grant of a license by Licensee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *The License.* Licensor hereby grants to Licensee a revocable license to use and occupy the Licensed Premises (the "License"), on the terms and conditions stated in this Agreement, to install, maintain, and operate the Equipment for the limited purpose of implementing the DOE Grant.

1.1 *Limited, Nonexclusive Rights.* This License is a revocable, nonexclusive, and non-possessory authorization for Licensee to enter upon and use the Licensed Premises solely for the limited purposes described in § 1.3 on the terms and conditions stated herein. Licensee may not use the Licensed Premises for any other purpose or in any other manner without Licensor's prior written consent. This License in no way restricts City's use or conveyance of the Licensed Premises, any interest therein, or any improvements thereon, or Licensor's use of the Licensed Premises in any manner not inconsistent with the License. This License is not intended to create or convey to Licensee an interest in real property, and may not be recorded without Licensor's prior written permission.

1.2 *Rights of Others.* Nothing in this License may be construed as Licensor's representation, warranty, approval, or consent regarding rights in the Licensed Premises held by other parties, and Licensee is responsible for ascertaining the rights of all third parties in the Licensed Premises and obtaining their consent to the activities described in this License as necessary or appropriate. Licensee agrees to obtain, at its sole expense, such other licenses, permits, consents and agreements as may be required to address the rights of others by other appropriate agreements, easements, privileges or other rights, whether recorded or unrecorded, and shall make its own arrangements with holders of such prior rights.

1.3 *Scope of License; Permitted Uses.* During the term of this Agreement Licensee shall have reasonable access to the Licensed Premises for the limited purpose of installing, maintaining, using, operating, repairing, and removing the

Equipment. Licensee may not use the Equipment located on the Licensed Premises for any purpose other than to provide for EV charging and to collect data relating to the use of the EVSE. Licensee may not display any logo, advertisement, or other information on the Equipment, other than instructions regarding the operation and use of the Equipment, without Licensor's prior written approval.

1.4. *Condition of Premises.* Licensee agrees to accept the Licensed Premises "As Is," without warranty of any kind, express or implied. Licensee acknowledges that Licensor is not obligated to construct or install any improvements or facilities of any kind on the Licensed Premises. Licensee must use commercially reasonable efforts to maintain the Licensed Premises and any Equipment installed on the Licensed Premises in a condition satisfactory to the Licensor, including the removal from the Equipment and from any areas that are inaccessible to Licensor of graffiti and other unsightly, dangerous or offensive conditions and must not cause or permit any generation of hazardous waste. During the term of this Agreement Licensee will have primary and ultimate responsibility for maintaining the condition of the Licensed Premises at Licensee's sole expense, but Licensor will cooperate with Licensee to implement appropriate, mutually agreed upon procedures to assure that the Licensed Premises are maintained in a condition that is satisfactory to both Licensor and Licensee.

1.5. *Condition of Licensee's Equipment.* During the term of this Agreement Licensee must maintain the Equipment in a reasonable, safe and operable condition at all times when the Equipment is installed on Licensor's Property. Licensor will have no right or responsibility to repair, maintain, or operate the Equipment. Licensor will cooperate with Licensee to implement appropriate, mutually agreed upon measures to assure that the Equipment is maintained in operable condition and that if the Equipment is damaged or becomes inoperable that Licensee is promptly notified. Licensee will repair or replace, at Licensee's option and at Licensee's sole expense, the Equipment or parts or components thereof as Licensee deems necessary and appropriate. Licensee will not be responsible for the condition of the Equipment after the expiration or termination of this Agreement.

1.6. *Environmental Hazards.* Licensees agrees not to use or store, or permit to be used stored, on the Licensed Premises, gasoline or petroleum products, hazardous or toxic substances or inflammable materials, herbicides, pesticides, fungicides, algacides. Licensee may not engage in the production, location, transportation, storage, treatment, discharge, disposal, or release upon or under the Licensed Premises of any substance regulated under any local, state or federal environmental protection law or regulation.

1.7. *Waste, Nuisance.* Licensee shall not commit or suffer to be committed any waste or impairment of the Licensed Premises and covenants that

it shall not do, nor permit to be done, on or about the Licensor's Properties any acts which may be a nuisance.

1.8. *Compliance with Laws.* In the exercise of any privilege granted by this License, Licensee must comply with all applicable State, municipal and local laws, and the rules, orders, regulations and other legal requirements, including laws and regulations relating to occupational safety and health and environmental protection, and all orders, writs, judgments, injunctions, decrees or awards of any court or governmental authority with jurisdiction over Licensee or the Licensed Premises. Licensee must obtain promptly and maintain in effect throughout the term of the License all licenses, permits, authorizations, registrations, rights and franchises necessary to conduct the actions required or permitted by the License. Furthermore, Licensee will not encourage or permit any use in or upon the Licensed Premises, or any part thereof, in violation of any applicable laws, statutes, rules or regulations of any federal, state or local authority.

1.9. *Compliance with Licensor Requirements.* Any use made of the Licensed Premises pursuant to this License, and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the Licensor.

1.10. *Structures.* Licensee may not place or construct upon, over or under the Licensed Premises any installation or structure of any kind or character, except such as are specifically authorized herein or in writing signed by Licensor.

1.11. *Alterations; Damage; Restoration.* No alterations may be made by Licensee to the Licensed Premises without first obtaining the prior written consent of Licensor and, if applicable, any other person or entity having an interest in or right to use or occupy the Licensed Premises. Licensee will bear all costs and expenses associated with performing any such alterations, including, without limitation, costs of construction and any increased operating costs resulting from such alterations. Except as may be otherwise provided in this Agreement, Licensee may not alter, destroy, displace or damage any of Licensed Premises or any neighboring property in the exercise of the privileges granted by this Agreement without the prior written consent of Licensor and any other affected landowner, and the express agreement of Licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensor and any other affected landowner upon demand, and at Licensee's sole cost and expense.

1.12. *Operation and use of Equipment.* Licensee must confine activities on the Licensed Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and must refrain from marring or impairing the appearance of the Licensed Premises, obstructing access thereto, interfering with the transaction of Licensor's business and the convenience of the public, or

jeopardizing the safety of persons or property, or causing justifiable public criticism.

1.13. Expense.

a) Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License will be assumed and paid or discharged by the Licensee. Such costs shall include, but shall not be limited to, costs to install or remove the Equipment, costs to install electricity or other power supplies to serve and operate the Equipment, and costs to keep the Equipment free of graffiti and debris.

b) The Licensee is developing multiple revenue models for setting Charger access fees to consumers, including fees based on time spent charging at a specific Charger. If the Licensee implements such a revenue mode, the Licensee will provide the Licensor with fifty percent (50%) of the revenue received from Charger access fees at each site to offset the Licensors cost of hosting the Chargers (the "Charger Offset"). The Charger Offset will be paid quarterly within thirty (30) days of the end of each calendar quarter. The Licensees will establish a baseline (minimum) consumer cost for Charger access (in minutes or hours), which may be adjusted from time-to-time. Notwithstanding the foregoing, the Licensor may charge consumers more than this baseline cost for Charger access.

c) Revenue used to calculate the Charger Offset will not include any revenue from the use of the Chargers by customers participating in any free, unlimited, fixed-fee, test, or validation charging program.

d) Until the Licensee develops Charger access fees, the Charger Offsite fee will be set as begin equal to the Licensors actual electrical cost for hosting the Chargers. The Licensor will provide copies of the electrical utility bills for each site to establish the base rate for the reimbursement at each site.

1.14. *Assignment.* Licensee may not assign this License nor sub-license all or any portion of the Licensee's right to use and occupy the Licensed Premises, and any purported assignment or sub-license by Licensee is void. This License does not confer on or convey to Licensee any possessory interest in the Licensed Premises, any right to exclusive possession or occupancy of the Licensed Premises, or any right of quiet enjoyment. The privileges granted to Licensee by this Agreement are personal to Licensee and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of Licensor.

1.15. *Cancellation.* This License is subject to cancellation by Licensor pursuant to the provisions of Section 38-511, Arizona Revised Statutes, as amended.

1.16. *Responsibility for Others.* Licensee will be responsible for the conduct and discipline of its employees, contractors, subcontractors, invitees, licensees, and other persons entering upon or using the Licensed Premises pursuant to this Agreement.

1.17. *Subordination.* This Agreement and the License granted herein is subject and subordinate to the terms of all ground leases, superior leases, mortgages, deeds of trust, other security instruments, and any other prior rights and matters of record now or hereafter affecting Licensor's interest in Licensed Premises.

2. *Term of License.* The License and rights granted by this Agreement will become effective as of _____, 2011 (the "Commencement Date") and unless otherwise agreed in a writing signed by both Parties will automatically expire and terminate on December 31, 2012 ("Expiration Date").

3. *Consideration for License.* Licensee will provide Licensor reports and other information relating to the License and the use of the EVSEs, including data collected from or relating to the use of EVSE's on the Licensed Premises, provided, however, that Licensee will not be required to and will not provide to Licensor any information that is proprietary or confidential.

4. *Surrender; Removal of the Equipment.* On the expiration or any earlier termination of this Agreement, Licensee shall vacate the Licensed Premises and surrender possession of the Licensed Properties to Licensor.

4.1. *Licensor's Option to Retain the Equipment upon Expiration of the Term.* Upon the expiration of the Term, Licensor, in its sole and absolute discretion, may elect to retain the Equipment. Licensor shall notify Licensee in writing delivered to Licensee not less than thirty (30) days prior to the expiration of this Agreement, whether Licensor desires to retain the Equipment on some or all of the Licensed Premises. If Licensor fails to deliver such written notice within such thirty (30) day period, Licensor will be deemed to have elected to retain the Equipment at the Licensed Premises. If Licensor elects to retain the Equipment installed at some or all of the Licensed Premises, Licensor shall become entitled to acquire from Licensee all rights, title, and interest in and to such Equipment at no additional cost, and Licensee agrees to execute and deliver to Licensor such documents as Licensor may reasonably request to evidence the transfer of title.

4.2. *Removal of the Equipment by Licensee upon Expiration of the Term.* If Licensor elects not to retain the Equipment at the Properties, Licensee shall remove (at Licensee's sole cost and expense) any or all of the Equipment, and must restore the Licensed Premises to a safe and reasonable condition, as more specifically described in § 4.4 hereof. Should the Licensor elect to continue ECOTality Blink Network and Equipment support, following the Term or earlier termination thereof, such additional services shall be subject to a new written agreement to be entered into between the parties.

4.3. *Removal of the Equipment by Licensor.* If Licensor timely notifies Licensee of Licensor's election to have Licensee remove the Equipment from the

Licensed Premises, Licensee will promptly remove the Equipment and restore the condition of Licensed Premises as provided in § 4.4. If Licensee does not remove the Equipment and restore the condition of the Licensed Properties within said ninety day period, Licensor may cause the Equipment to be removed and the condition of the Licensed Premises restored, and may recover from Licensee all expenses reasonably incurred in connection with such removal and restoration. Licensee agrees to pay all expenses of removal promptly upon receipt of demand for such payment. In addition, the Equipment will be deemed abandoned by Licensee and title shall automatically be vested in Licensor, which may use or dispose of the Equipment in its sole discretion.

4.4. *Restoration.* Upon expiration or termination of the License and removal of the Equipment Licensee will, at Licensee's sole expense and to Licensor's satisfaction, restore the affected portions of the Licensed Premises (surface and subsurface) to the condition they were in on the Commencement Date, ordinary wear and tear, fire and other casualty excepted, except as specifically described on Exhibit D attached hereto.

5. *Termination.* This Agreement and the License may be terminated by either Party, in that Party's sole discretion, for any reason or no reason, upon delivery of 30 days written notice of termination to the other Party, in the manner provided herein.

6. Use of the Equipment by Licensor.

6.1. *Software License.* During the term of this Agreement, Licensee grants to the Licensor a non-exclusive and non-transferable license, to use Licensee's software in the form in which it is embedded in the Equipment on the delivery date for use in conjunction with other parts of the Equipment on the condition that the Equipment shall be used for its intended purpose only. Nothing contained in this Section shall be construed as an assignment or transfer of any copyright, design right or other intellectual property rights in such software, all of which rights are owned by the Licensee.

6.2. *Limitation of Licensee's Liability.* Licensee makes no warranty or representation, expressed, implied, oral or statutory, to the Licensor or any third party, with respect to the Software or the Equipment, including, without limitation, any warranty, condition or representation: (a) of merchantability, fitness for a particular purpose, satisfactory quality, or arising from a course of dealing, usage, or trade practice; (b) that the products will be free from infringement or violation of any rights, including intellectual property rights of third parties; or (c) that the operation of any software supplied will be uninterrupted or error free.

7. *Indemnification.* Licensee shall indemnify, defend, save and hold harmless the City of Peoria and its officers, officials, agents, and employees (hereinafter referred to as "City") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing,

investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Licensee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Licensee’s occupancy and use of the Licensed Premises. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Licensee from and against any and all claims. It is agreed that Licensee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Licensed Premises, the Licensee agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Licensed Premises.

8. *Insurance Requirements.* Licensee shall procure and maintain for the duration of the License, insurance against claims for injury to persons or damage to property which may arise from or in connection with the License. The insurance requirements herein are minimum requirements for the License and in no way limit the indemnity covenants contained in this Agreement. Licensor in no way warrants that the minimum limits contained herein are sufficient to protect the Licensee from liabilities that might arise out of the License. Licensee is free to purchase such additional insurance as Licensee determines necessary.

8.1 *Minimum Scope and Limits of Insurance:* Licensee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

8.1.1. *Commercial General Liability – Occurrence Form*

Policy shall include bodily injury, property damage and broad form contractual liability coverage

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (Damage to Rented Premises) * \$100,000

a. The policy shall be endorsed to include the following additional insured language: "The City of Peoria shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this License."

8.1.2 *Property Insurance*

- Coverage for Licensee's Equipment and any associated improvements Replacement Value
- Coverage on building (required if Licensee is sole occupant) Replacement Value
 - a. Property insurance shall be written on an all risk, replacement cost coverage, including coverage for flood and earth movement.
 - b. The City of Peoria shall be named as a loss payee on property coverage for tenant improvements.
 - c. If property coverage on the building is required, "the City of Peoria shall be named as a loss payee".
 - d. Policy shall contain a waiver of subrogation against the City of Peoria.

8.1.3. *Additional Insurance Requirements.* The policies shall include, or be endorsed to include, the following provisions:

- a. On insurance policies where the City of Peoria is named as an additional insured, the City of Peoria shall be an additional insured to the full limits of liability purchased by the Licensee even if those limits of liability are in excess of those required by this Agreement.
- b. The Licensee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

8.1.4. *Notice of Cancellation.* For each insurance policy required by the insurance provisions of this Agreement, the Licensee must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to:

City Attorney's Office
8401 West Monroe Street
Peoria, Arizona 85345
Email: City.Attorney@peoriaaz.gov
Phone: 623-773-7330
Facsimile: 623-773-7043

8.1.5. *Acceptability of Insurers.* Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Licensee from potential insurer insolvency.

8.1.6. *Verification of Coverage.* Licensee shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before the License commences. Each insurance policy required by this Lease must be in effect at or prior to commencement of this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to provide evidence of renewal is a material breach of contract.

All certificates required by this License shall be sent directly to City Attorney's, Office, 8401 West Monroe Street, Peoria, Arizona 85345. The City Department, License agreement number and location description are to be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Lease at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8.1.7. *Approval.* Any modification or variation from the insurance requirements in this Lease must have prior approval from the City of Peoria Law Department, whose decision shall be final. Such action will not require a formal lease amendment, but may be made by administrative action.

9. *Notices.* All notices or other communications required or permitted to be provided pursuant to this License must be in writing and may be hand delivered, sent by United States Mail, postage prepaid, or delivered by a nationally recognized courier service. Any notice will be deemed to have been given when delivered if hand delivered, when received if sent by courier, or forty-eight (48) hours following deposit in the United States Mail. Notices shall be addressed as follows:

To Licensor:

City of Peoria
City Manager's Office
8401 West Monroe Street
Peoria, Arizona 85345

To Licensee:

Attn: Electric Transportation Engineering Corporation,
dba ECOtality North America
430 South 2nd Avenue
Phoenix, AZ 85003-2418

10. *Governing Law.* This Agreement will be interpreted according to, and governed by, the procedural and substantive laws of the State of Arizona. The successful party in any court action brought to enforce or interpret any provision of this Agreement

will be entitled to recover its reasonable attorney's fees and court costs from the unsuccessful party.

11. *Interpretation.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated.

12. *Entire Agreement.* This Agreement and the exhibits and schedules referenced or attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the Parties hereto any rights or remedies hereunder.

13. *Severability.* If any terms or other provision of this Agreement or the schedules or exhibits hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.

14. *Information.* Subject to applicable law and privileges, each Party hereto covenants with and agrees to provide to the other Party all information regarding itself and transactions under this Agreement that the other Party reasonably believes is required to comply with all applicable federal, state, county and local laws, ordinances, regulations and codes.

15. *Further Agreements.* The Parties shall execute or cause their applicable affiliates to execute such additional agreements between the Parties and/or their respective affiliates as may be reasonably necessary to effectuate the intent of this Agreement.

16. *Binding Effect.* This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement may be amended at any time by mutual consent of Licensor and Licensee, evidenced by an instrument in writing signed on behalf of each of the Parties.

17. *Amendment and Modification.* This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the Parties hereto.

18. *Failure or Indulgence Not Waiver; Remedies Cumulative.* No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

19. *Authority.* Each of the Parties represent to the other Party that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement and (d) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

20. *Third Party Beneficiaries.* None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any Person. No such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any liability (or otherwise) against either Party hereto. Notwithstanding the foregoing, it is understood that the Licensee's rights hereunder shall inure to the benefit of Licensee's affiliates and their officers, directors and employees.

21. *Default; Remedies.* The actual or prospective failure of either party to satisfy any material obligation under this Agreement, and the breach of any material representation or warranty stated in this agreement, will be an event of default. If a party's default continues without cure for thirty (30) days after delivery of a written notice of default in the manner provided in Section 9, the other party will be entitled to terminate this Agreement for cause, and to all other remedies available at law or in equity, including damages and specific performance. The rights and remedies set forth in this agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist in law or equity or by statute or otherwise. Failure or delay by the City to exercise any right, power or privilege will not be deemed a waiver thereof.

22. *Attorney's Fees.* If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

23. *Iran and Sudan.* Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Iran or Sudan.

24. *Confidentiality and Data Security.* Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Licensee must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the Licensee in connection with this Agreement is believed to have been compromised, Licensee shall notify the City Privacy Officer immediately. Licensee agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Licensee agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Licensee. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

The obligations of Licensee under this Section shall survive the termination of this Agreement.

25. *Data Collection for DOE Grant Purposes.* During the Term of this Agreement Licensor will allow Licensee reasonable access to the Equipment, the Licensed Premises, and existing sources of electrical energy as reasonably necessary to enable Licensee to collect and transmit data regarding public use of the Equipment as may be required by the DOE Grant.

26. *Miscellaneous.* Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor. Except as expressly provided herein to the contrary, when a Party is required to do something by this Agreement, it shall do so at its sole cost and expense without right of reimbursement from the other Party. Whenever one Party's consent or approval is required to be given as a condition to the other Party's right to take any action pursuant to this Agreement, unless another standard is expressly set forth, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

27. *Counterparts.* This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

IN AGREEMENT, each of the parties hereto has caused this Agreement to be duly executed as of the day and year first set forth above.

LICENSOR:

CITY OF PEORIA, a municipal
corporation

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LICENSEE:

ELECTRIC TRANSPORTATION
ENGINEERING CORPORATION

By: _____
Greg Fioriti, Senior Vice President
On Road Operations

EXHIBIT A
Description of Licensor's Properties

NOTE: This Exhibit A may be amended from time to time to add or delete properties

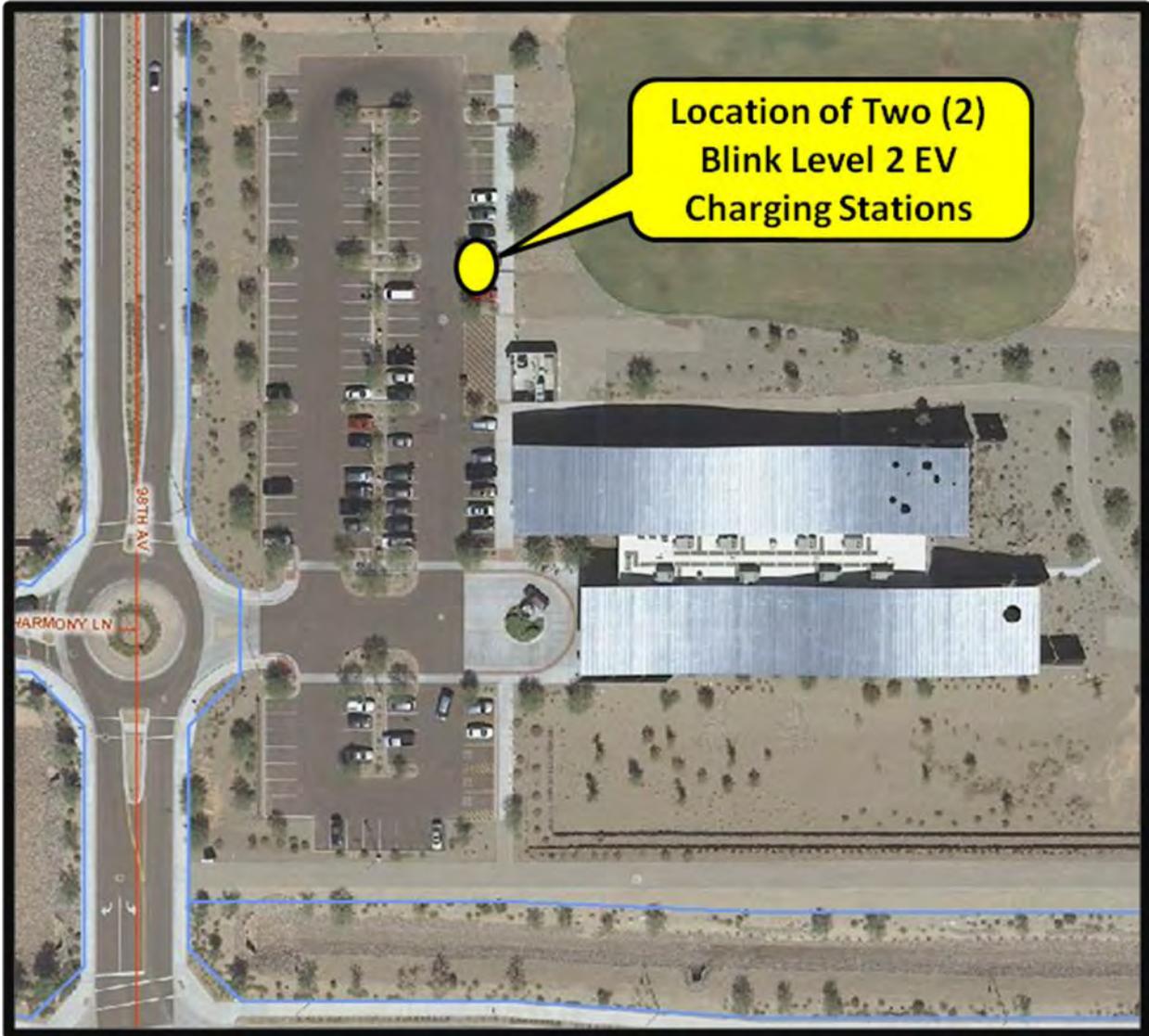
Location No. _____ Property Address

- | | |
|---|---|
| 1. Sunrise Mountain Library | 21109 N. 98th. Ave. Peoria, AZ 85382 |
| 2. Development and Community Services Building | 8401 W. Monroe Street, Peoria, AZ 85345 |
| 3. Peoria Sports Complex | 16101 N. 83rd Avenue, Peoria, AZ 85382 |

EXHIBIT B

Description and/or Depiction of Licensed Premises

**LOCATION NO. 1
SUNRISE LIBRARY**



**LOCATION NO. 2
DEVELOPMENT AND COMMUNITY SERVICES BUILDING**



**LOCATION NO. 3
PEORIA SPORTS COMPLEX:**

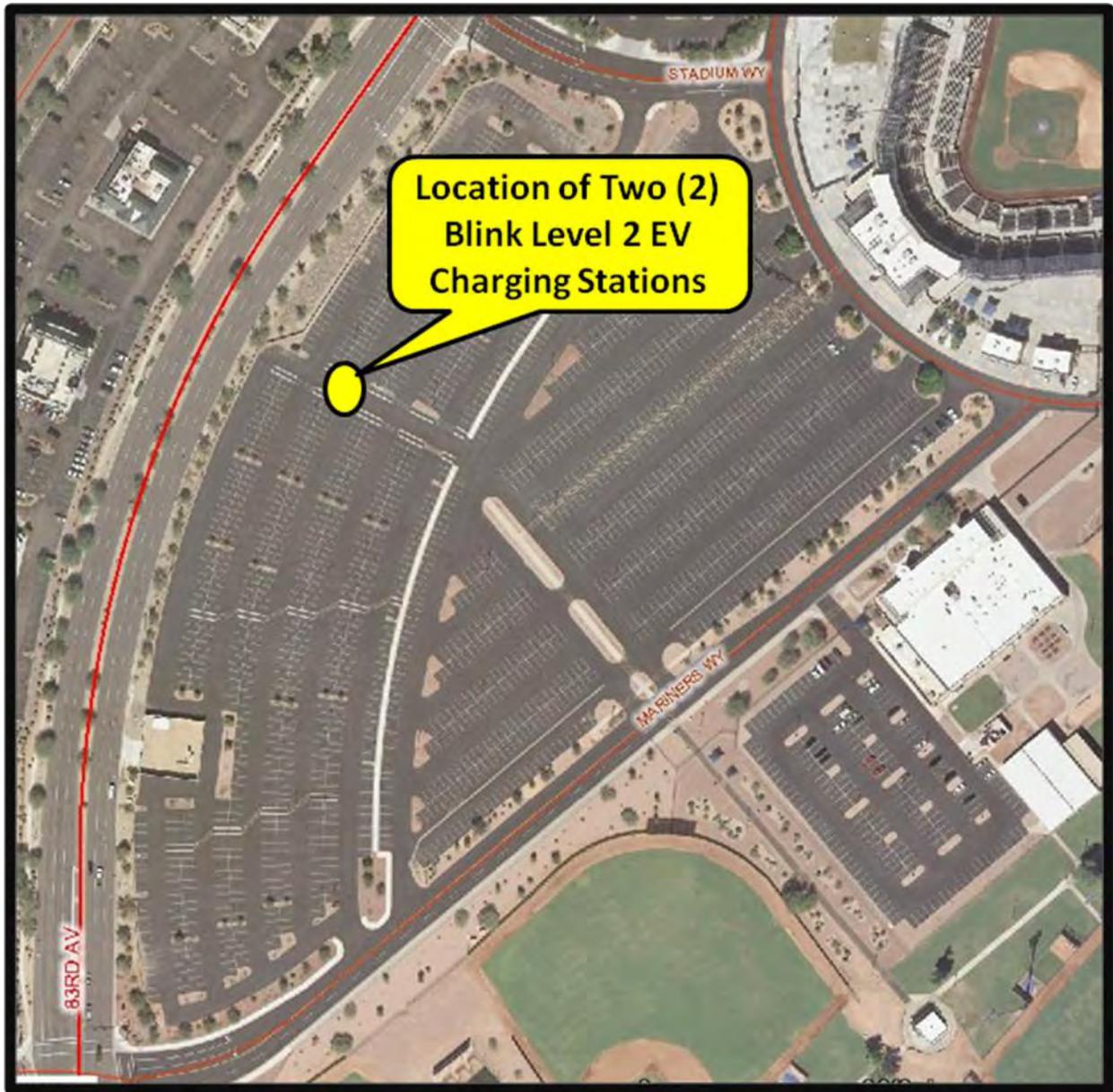


EXHIBIT C

Description of the Equipment and Software to be installed on the Licensed Premises

Input Voltage	208VAC to 240VAC +/- 10%
Input Phase	Single
Frequency	50/60 Hz
Input Current	30 Amps (maximum); 12A, 16A, 24A available
Breaker Size	40 Amps; settings at 15A/20A/30A available
Output Voltage	208VAC to 240VAC +/- 10%
Output Phase	Single
Pilot	SAE J1772-compliant
Operational Sequence	SAE J1772-compliant
Connector/Cable	SAE J1772-compliant; UL rated at 30A maximum
Cable Length	18 feet
Exterior Dimensions	Wall Mount: 18" W x 22" H x 5-9/16" D Cord Mount: 18" diameter Pedestal: 66"H x 20" W x 17" D (ADA-compliant height available)
Temperature Rating	-22° F (-30° C) to +122° F (+50° C)
Enclosure	NEMA Type 3R; sun- and heat-resistant
Mounting	Wall-mount or pedestal

blink Level 2 EVSE complies with the following standards and certifications:

- SAE J1772-compliant
- NEC Article 625 electric vehicle charging system
- UL and ULc to 2594

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4C

Date Prepared: August 25, 2011

Council Meeting Date: October 4, 2011

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Intergovernmental Agreement, Maricopa County Department of Transportation, maintenance of a portion of Union Hills Drive between 111th Avenue and Paradise RV Resort, Project No. EN00367

Purpose:

This is a request for City Council to approve an Intergovernmental Agreement (IGA) between Maricopa County Department of Transportation (MCDOT), and the City of Peoria for the City to accept maintenance of a portion of Union Hills Drive between 111th Avenue and Paradise RV Resort.

Background/Summary:

On June 17, 2008, the City of Peoria entered into an agreement with the City of Surprise to contribute \$150,000 towards the construction of the improvements of Union Hills Drive between 115th Avenue and 107th Avenue. Union Hills Drive previously had a single lane in each direction from 115th Avenue to 107th Avenue. The intersection of 111th Avenue and Union Hills Drive was a "T" intersection with a stop sign for southbound 111th Avenue. There was dedicated left and right turn lanes for southbound 111th Avenue.

There was a potential safety issue within City of Surprise and City of Peoria right-of-way directly west of 111th Avenue and Union Hills Drive because there is not a dedicated left turn lane for eastbound Union Hills Drive to northbound 111th Avenue. There was evidence of vehicles going around the turning vehicles by using the dirt shoulder. The buried utilities in this area were not equipped to handle traffic flows and there was an unlined drainage ditch very close to the edge of the roadway.

An Assessment Report was prepared for the City of Surprise detailing the recommended improvements for Union Hills Drive from 115th Avenue to 111th Avenue. The recommended alternative improvements were constructed last summer and added pavement to the north side of Union Hills Drive to accommodate a single lane in each direction with a center turn lane. In addition, a dedicated left turn lane was constructed for eastbound Union Hills Drive to northbound 111th Avenue.

The City of Peoria owns property north of Union Hills Drive adjacent to the Beardsley Water Reclamation Plant, the City of Surprise has right-of-way southwest of the intersection, and MCDOT owns the southeast quadrant. Because the jurisdictional boundaries meet at this location, the Cities of Surprise and Peoria and Maricopa County participated in the project.

As part of the original Agreement, the City of Surprise accepted responsibility to annex the roadway upon completion of the project, but due to statutory limitations, Surprise cannot proceed with the annexation of a certain portion of Union Hills Drive. As a result, the City of Surprise will not assume maintenance of the section of roadway.

Maricopa County approached staff and requested that the City consider assuming maintenance of the small portion of Union Hills Drive. After discussions with the Public Works-Utilities Department, staff has agreed to assume maintenance of a portion of the pavement and curb and gutter, specifically, the pavement on Union Hills Drive located south of the monument line and between 111th Avenue (approximately Sta 47+00) and west of the main entrance to the Paradise RV Resort (approximately Sta 63+60). The City agreed to assume these additional roadway improvements for maintenance because the roadway directly to the north is already maintained by the City and the cost for this additional maintenance is negligible. The attached exhibit illustrates the portion of Union Hills Drive already maintained by the City of Peoria and the new area to be maintained by the City of Peoria.

The City is not accepting maintenance of the drainage ditch located with County jurisdiction nor is the City agreeing to annex the right-of-way.

Previous Actions:

- June 17, 2008, Council approved the IGA with City of Surprise to contribute \$150,000 towards the construction of the improvements of Union Hills Drive between 115th Avenue and 107th Avenue.
- Summer 2010 – Construction of Union Hills Drive improvements were completed

Options:

- A:** Approve the IGA with Maricopa County for the City to assume maintenance of a small portion of Union Hills Drive
- B:** Deny the approval of the IGA with Maricopa County and not assume maintenance of the small portion of Union Hills Drive

Staff's Recommendation:

Approval of the IGA between Maricopa County and the City of Peoria to allow the City to maintain a portion of the pavement on Union Hills Drive located south of the monument line and between 111th Avenue (approximately Sta 47+00) and west of the main entrance to the Paradise RV Resort (approximately Sta 63+60).

Fiscal Analysis:

There is no direct financial contribution required. The annual maintenance cost is estimated at \$6,500 per year.

Narrative:

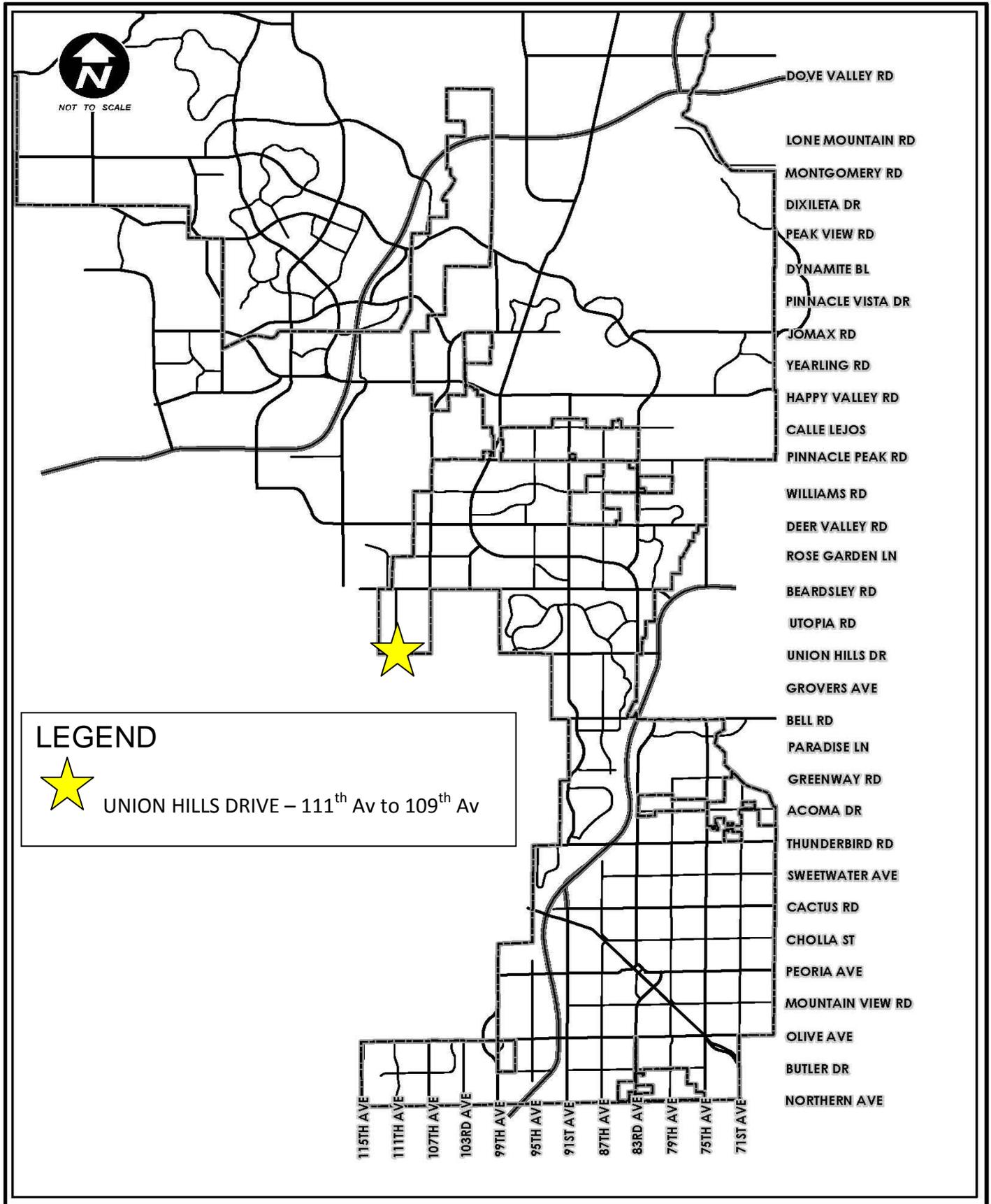
Staff recommended approval of this IGA because the City already maintains Union Hills Drive in this area and it is a good partnering effort with Maricopa County.

Exhibit 1: Vicinity Map

Exhibit 2: Location Map

Exhibit 3: IGA

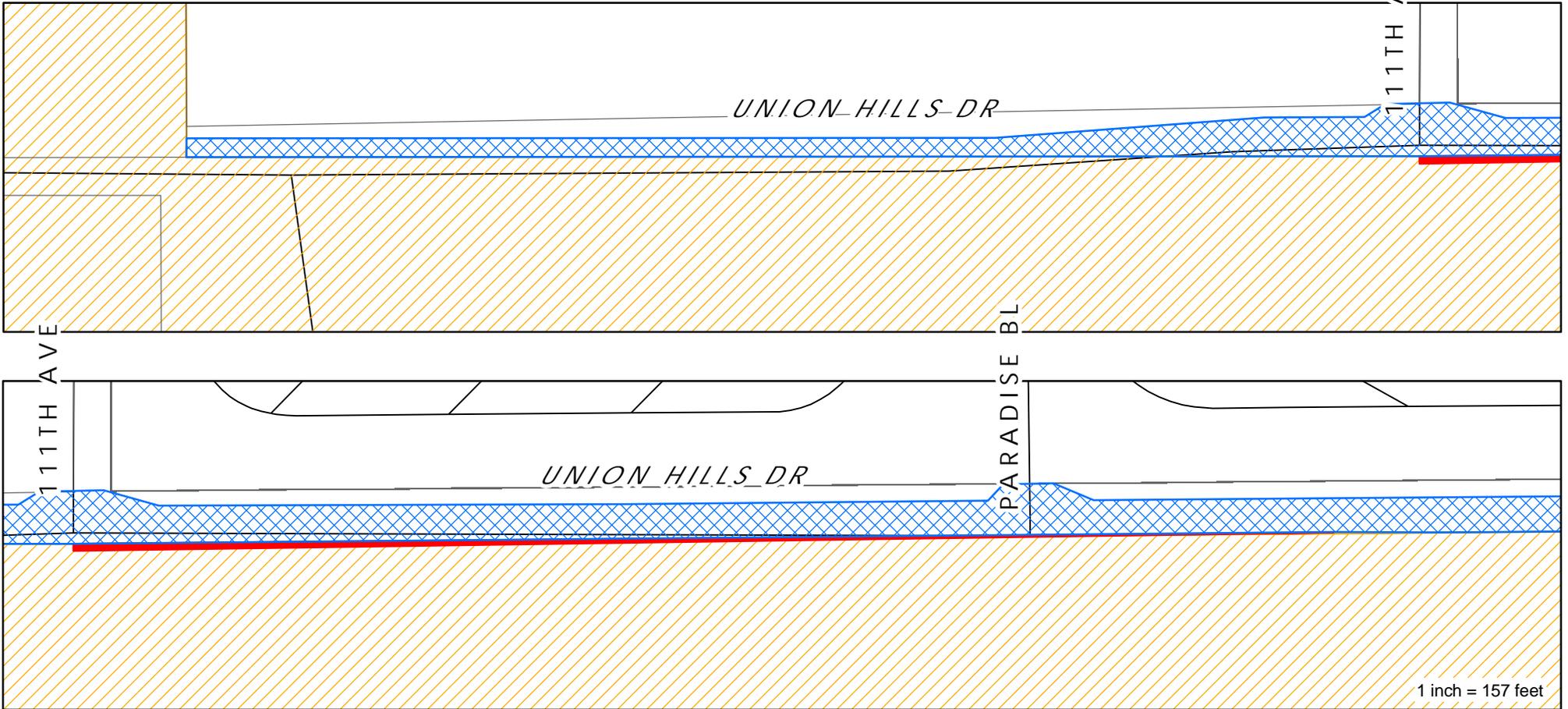
Contact: Dan Nissen, Assistant City Engineer, 773-7214



VICINITY MAP



NOT TO SCALE



LEGEND



City of Peoria Maintains



Others Maintain



New Area to be Maintained
by City of Peoria

City of Peoria
 Union Hills Drive
 Maintenance Responsibilities
 Location Map



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

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF PEORIA
FOR MAINTENANCE OF: UNION HILLS DRIVE
FROM 115TH AVENUE TO PARADISE RV RESORT
(TT 003)

(C-91-11- _____ -2-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State, acting through the Maricopa County Department of Transportation, (**County**) and the City of Peoria, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. A.R.S. §11-251 and §§28-6701 et seq. authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. §§11-951 et seq. authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. The County originally entered into an Agreement with the City of Surprise for street improvements of Union Hills Drive from 115th Avenue to Paradise RV Resort (C-64-08-219-01).
4. As part of the original Agreement, the City of Surprise accepted responsibility to annex the roadway upon completion of the project, but due to statutory limitations, Surprise cannot proceed with the annexation.

5. The City of Peoria has agreed to assume maintenance of a portion of the original Right-of-Way, including pavement, curb and gutter, but not including the drainage ditch.

PURPOSE OF THE AGREEMENT

6. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the maintenance of the curb, gutter and pavements described below in Paragraph 7.1.

TERMS OF THE AGREEMENT

7. Responsibilities of the County:

- 7.1 The County shall allow the City to maintain on Union Hills Drive the pavement located south of the monument line and between 111th Avenue (approximately Sta 47+00) and west of the main entrance to the Paradise Valley RV Park (approximately Sta 63+60). See attached Exhibit A.
- 7.2 The County shall allow the City to maintain on Union Hills Drive the curb and gutter located south of the monument line and between 111th Avenue (approximately Sta 47+00) and west of the main entrance to the Paradise Valley RV Park (approximately Sta 63+60).
- 7.3 The County shall allow the City to perform necessary maintenance within the unincorporated limits of the County.
- 7.4 The County shall issue no-cost permits to the City to perform work within the County Right-of-Way.
- 7.5 The County shall review any traffic control plans, as needed, for any work within the County Right-of-Way.

8. Responsibilities of Peoria:

- 8.1 The City shall assume maintenance of the pavement located south of the monument line and between 111th Avenue (approximately Sta 47+00) and west of the main entrance to the Paradise Valley RV Park (approximately Sta 63+60). See attached Exhibit A.
- 8.2 The City shall assume maintenance of the curb and gutter located south of the monument line and between 111th Avenue (approximately Sta 47+00) and west of the main entrance to the Paradise Valley RV Park (approximately Sta 63+60).
- 8.3 The City shall provide notice to the County of any work to be performed within the County Right-of-Way at least 30 days prior to beginning work.

8.4 The City shall provide traffic control plans to the County for review, as needed.

GENERAL TERMS AND CONDITIONS

9. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
10. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and may be recorded with the Maricopa County Recorder, and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
11. This Agreement shall be subject to the provisions of A.R.S. §38-511.
12. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 12.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
 - 12.2 That any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 12.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said

employee available during normal working hours in order to facilitate such an inspection.

12.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

13. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by ARS sections 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.
14. Each Party in this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement are suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
15. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
16. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
17. This Agreement shall not be modified or extended except by written instrument adopted under the requirements for adopting a new agreement.
18. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
19. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Peoria City Council in such fiscal year.
20. This Agreement has been arrived at by negotiation and shall not be construed against any Party or against the Party who prepared the last draft.
21. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.

End of Agreement - Signature Page Follows

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

MARICOPA COUNTY

CITY OF PEORIA

Recommended by:

Recommended by:



John B. Hauskins, P.E. 8-26-2011
Transportation Director Date

Date

Approved and Accepted by:

Approved and Accepted by:

Andrew Kunasek, Chairman Date
Board of Supervisors

Date

Attest by:

Attest by:

Clerk of the Board Date

City Clerk Date

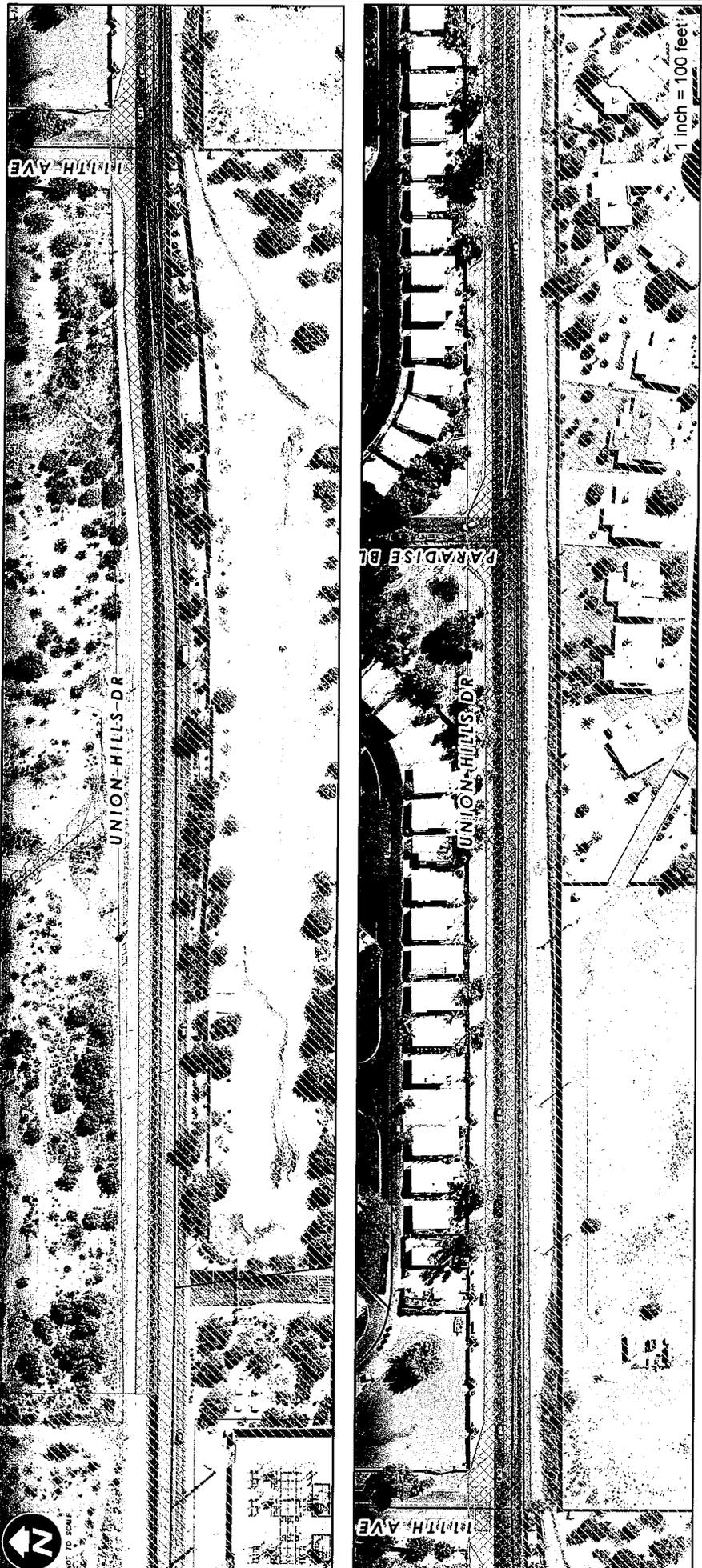
APPROVAL OF ATTORNEY FOR BOS AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

Attorney for BOS Date

City Attorney Date

EXHIBIT A



LEGEND

-  City of Peoria Maintains
-  Others Maintain
-  New Area to be Maintained by City of Peoria

**City of Peoria
Union Hills Drive
Maintenance Responsibilities
Location Map**



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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: September 12, 2011

Council Meeting Date: October 4, 2011

TO: Carl Swenson, City Manager

FROM: Susan J. Daluddung, Deputy City Manager

THROUGH: Scott Whyte, Economic Development Services Director

SUBJECT: Maintenance Improvement District No. 1123, Trilogy at Vistancia Parcel C8, Dixileta Parkway and Trilogy Boulevard

Purpose:

This is a request for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Maintenance Improvement District No. 1123, Trilogy at Vistancia Parcel C8, located at Dixileta Parkway and Trilogy Boulevard, and authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The purpose of the Maintenance Improvement District is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.

Pursuant to the provision of A.R.S. 48-574, et. seq., Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1123, Trilogy at Vistancia Parcel C8, located at Dixileta Parkway and Trilogy Boulevard. In this special situation, in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law, and

the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2012, the residents will receive an additional charge on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts. However, until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, the additional charge to the residents will be \$0.00. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

Previous Actions:

The final plat for Trilogy at Vistancia Parcel C8 was approved by the City July 5, 2011 and recorded.

Options:

A: The Maintenance Improvement District has been approved through the Economic Development Services Department. An option would be to not accept the proposed Maintenance Improvement District; although it should be noted that not approving the Maintenance Improvement District will prevent any additional charges from being assessed on the property tax bill.

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

Staff's Recommendation:

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

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fail.

Narrative:

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

Exhibit(s):

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

Contact Name and Number:

Traci Varland, Engineering Technician II, x7612

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

[1123]
MID#

Trilogy at Vistancia Parcel C8
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 12.055 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
 - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
 - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of 7 the day of June 2011.

Shea Homes of Phoenix, Inc. (FN)	Date:	Property (Tax Parcel Numbers)
Shea Homes Southwest, Inc.	6/7/11	
Print Property Owner Name Matt Porter		510-03-768-B 3
Print Name 8800 N. Gainey Center Dr, Ste 350, Scottsdale, AZ 85258		510-03-760-A6
Address [REDACTED]		
Signature		
	Date:	Property (Tax Parcel Numbers)
Print Property Owner Name		
Print Name		
Address		
Signature		

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By Mayor

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION NO. 2011- 93

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. 1123, TRILOGY AT VISTANCIA PARCEL C8, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

Section 1. Definitions.

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

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

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

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

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

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

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

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

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1123 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

Section 2. Declaration of Intention to Order an Improvement.

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

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

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1123

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

approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1123.

Section 3. Determination of Need.

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

Section 4. Preparation of Assessment Diagrams.

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

Section 5. Exclusion of Certain Property.

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

Section 6. Officers Not Liable.

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

Section 7. Annual Statement.

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

Section 8. Statutory Authority.

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

Section 9. Delegation of Authority.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 4th day of October, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Resolution No. 2011- 93
MID 1123 – Vistancia Parcel C8
October 4, 2011
Page 6 of 10 Pages

CERTIFICATION OF CITY ENGINEER

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

Andrew Granger, Engineering Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2011-93 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on October 4, 2011 and that a quorum was present there and that the vote thereon was _____ ayes and _____ nays. _____ were no vote or absent.

City Clerk, City of Peoria

July 14, 2011

LEGAL DESCRIPTION FOR
VISTANCIA PARCEL C8
MAINTENANCE IMPROVEMENT DISTRICT

That part of the Northwest Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Aluminum Cap marking the West Quarter Corner of said Section 26, from which the G.L.O. Brass Cap marking the Northwest Corner of said Section 26 bears North 00°15'16" West, a distance of 2,640.32 feet;

Thence South 01°28'34" West, along the West line of the Southwest Quarter of said Section 26, a distance of 55.02 feet to a point on the monument line of Dixileta Parkway, as depicted on the Map of Dedication - Dixileta Parkway, recorded in Book 936 of Maps, Page 48, Records of Maricopa County, Arizona;

Thence South 89°55'01" East, along said monument line of Dixileta Parkway, a distance of 1,082.51 feet to the True Point of Beginning;

Thence North 00°04'59" East, departing along said monument line, a distance of 65.00 feet to the Southeast corner of the Re-Plat of Trilogy at Vistancia - Parcel C3, recorded in Book 1008 of Maps, Page 38, Records of Maricopa County, Arizona;

Thence along the Easterly boundary line of said Re-Plat of Trilogy at Vistancia - Parcel C3 the following courses:

Thence North 00°04'59" East, a distance of 219.12 feet;
Thence North 11°35'29" West, a distance of 696.84 feet;

Thence North 37°08'50" East, a distance of 153.59 feet to a point on the Westerly boundary line of Vistancia Map of Private Tract Dedication - Trilogy Boulevard Phase IV recorded in Book 950 of Maps, Page 20, Maricopa County Records;

Thence along the Westerly boundary line of said Vistancia Map of Private Tract Dedication - Trilogy Boulevard Phase IV the following courses:

Thence South 52°50'54" East, a distance of 230.39 feet to the beginning of a tangent curve of 1,308.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of 23°52'46", a distance of 545.14 feet;

Thence South 17°16'07" West, a distance of 30.70 feet;
Thence South 27°09'09" East, a distance of 43.00 feet;
Thence South 71°10'24" East, a distance of 30.76 feet;
Thence South 25°31'58" East, a distance of 105.48 feet;
Thence South 64°28'02" West, a distance of 1.00 feet;
Thence South 25°31'58" East, a distance of 72.68 feet;
Thence North 64°28'02" East, a distance of 1.00 feet;

Thence South 25°31'58" East, a distance of 30.24 feet to a point on a 3,958.00 foot radius non-tangent curve, whose center bears South 64°28'50" West;

Thence Southeasterly, along said curve, through a central angle of 02°18'11", a distance of 159.09 feet;

Thence South 13°42'28" East, departing said Westerly boundary line, a distance of 65.00 feet to a point on the monument line for aforesaid Dixileta Parkway;

Thence along said monument line of Dixileta Parkway the following courses:

Thence South 76°17'32" West, a distance of 64.45 feet to a point on a 1,750.00 foot radius non-tangent curve, whose center bears North 14°03'43" West;

Thence Southwesterly, along said curve, through a central angle of 14°08'42", a distance of 432.03 feet;

Thence North 89°55'01" West, a distance of 211.33 feet to the True Point of Beginning.

Containing 12.055 Acres, more or less.



Expires: 6/30/2013

Resolution No. 2011-93

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA

CITY CLERK'S OFFICE

CITY OF PEORIA, ARIZONA

NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1123, TRILOGY AT VISTANCIA PARCEL C8.

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

On the 4th day of October 2011 the Mayor and Council of the City of Peoria adopted Resolution No. 2011-94; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1123, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Maintenance Improvement District No. 1123 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

Resolution No. 2011-93
MID 1123 – Vistancia Parcel C8
October 4, 2011
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DATED AND SIGNED this _____ day of _____, 2011.

Andrew Granger
Acting Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2011-94

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. 1123, TRILOGY AT VISTANCIA PARCEL C8; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1123.

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

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement

Resolution No. 2011- 94
MID 1123 – Vistancia Parcel C8
October 4, 2011
Page 2 of 5 Pages

District No. 1123 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1123 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1123 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1123.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1123 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

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

Resolution No. 2011-94
MID 1123 – Vistancia Parcel C8
October 4, 2011
Page 3 of 5 Pages

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City
of Peoria, Arizona, this 4th day of October, 2011.

Bob Barrett, Mayor

Date Signed: _____

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in the Peoria Times
Publication Dates: October 7, 2011 and October 14, 2011
Effective Date:

July 14, 2011

LEGAL DESCRIPTION FOR
VISTANCIA PARCEL C8
MAINTENANCE IMPROVEMENT DISTRICT

That part of the Northwest Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Aluminum Cap marking the West Quarter Corner of said Section 26, from which the G.L.O. Brass Cap marking the Northwest Corner of said Section 26 bears North $00^{\circ}15'16''$ West, a distance of 2,640.32 feet;

Thence South $01^{\circ}28'34''$ West, along the West line of the Southwest Quarter of said Section 26, a distance of 55.02 feet to a point on the monument line of Dixileta Parkway, as depicted on the Map of Dedication - Dixileta Parkway, recorded in Book 936 of Maps, Page 48, Records of Maricopa County, Arizona;

Thence South $89^{\circ}55'01''$ East, along said monument line of Dixileta Parkway, a distance of 1,082.51 feet to the True Point of Beginning;

Thence North $00^{\circ}04'59''$ East, departing along said monument line, a distance of 65.00 feet to the Southeast corner of the Re-Plat of Trilogy at Vistancia - Parcel C3, recorded in Book 1008 of Maps, Page 38, Records of Maricopa County, Arizona;

Thence along the Easterly boundary line of said Re-Plat of Trilogy at Vistancia - Parcel C3 the following courses:

Thence North $00^{\circ}04'59''$ East, a distance of 219.12 feet;
Thence North $11^{\circ}35'29''$ West, a distance of 696.84 feet;

Thence North $37^{\circ}08'50''$ East, a distance of 153.59 feet to a point on the Westerly boundary line of Vistancia Map of Private Tract Dedication - Trilogy Boulevard Phase IV recorded in Book 950 of Maps, Page 20, Maricopa County Records;

Thence along the Westerly boundary line of said Vistancia Map of Private Tract Dedication - Trilogy Boulevard Phase IV the following courses:

Thence South $52^{\circ}50'54''$ East, a distance of 230.39 feet to the beginning of a tangent curve of 1,308.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of $23^{\circ}52'46''$, a distance of 545.14 feet;

Thence South 17°16'07" West, a distance of 30.70 feet;
Thence South 27°09'09" East, a distance of 43.00 feet;
Thence South 71°10'24" East, a distance of 30.76 feet;
Thence South 25°31'58" East, a distance of 105.48 feet;
Thence South 64°28'02" West, a distance of 1.00 feet;
Thence South 25°31'58" East, a distance of 72.68 feet;
Thence North 64°28'02" East, a distance of 1.00 feet;

Thence South 25°31'58" East, a distance of 30.24 feet to a point on a 3,958.00 foot radius non-tangent curve, whose center bears South 64°28'50" West;

Thence Southeasterly, along said curve, through a central angle of 02°18'11", a distance of 159.09 feet;

Thence South 13°42'28" East, departing said Westerly boundary line, a distance of 65.00 feet to a point on the monument line for aforesaid Dixileta Parkway;

Thence along said monument line of Dixileta Parkway the following courses:

Thence South 76°17'32" West, a distance of 64.45 feet to a point on a 1,750.00 foot radius non-tangent curve, whose center bears North 14°03'43" West;

Thence Southwesterly, along said curve, through a central angle of 14°08'42", a distance of 432.03 feet;

Thence North 89°55'01" West, a distance of 211.33 feet to the True Point of Beginning.

Containing 12.055 Acres, more or less.



Expires: 6/30/2013

Resolution No. 2011- 94

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA

CITY CLERK'S OFFICE

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: September 12, 2011

Council Meeting Date: October 4, 2011

TO: Carl Swenson, City Manager

FROM: Susan J. Daluddung, Deputy City Manager

THROUGH: Scott Whyte, Economic Development Services Director

SUBJECT: Maintenance Improvement District No. 1124, Trilogy at Vistancia Parcel C4, 124th Lane and Trilogy Boulevard

Purpose:

This is a request for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Maintenance Improvement District No. 1124, Trilogy at Vistancia Parcel C4, located at 124th Lane and Trilogy Boulevard, and authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The purpose of the Maintenance Improvement District is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.

Pursuant to the provision of A.R.S. 48-574, et. seq., Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1124, Trilogy at Vistancia Parcel C4, located at 124th Lane and Trilogy Boulevard. In this special situation, in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law, and the Council

may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2012, the residents will receive an additional charge on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts. However, until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, the additional charge to the residents will be \$0.00. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

Previous Actions:

The final plat for Trilogy at Vistancia Parcel C4 was approved by the City August 23, 2011 and recorded.

Options:

A: The Maintenance Improvement District has been approved through the Economic Development Services Department. An option would be to not accept the proposed Maintenance Improvement District; although it should be noted that not approving the Maintenance Improvement District will prevent any additional charges from being assessed on the property tax bill.

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

Staff's Recommendation:

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

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fail.

Narrative:

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

Exhibit(s):

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

Contact Name and Number:

Traci Varland, Engineering Technician II, x7612

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

[1124]
MID#

Trilogy at Vistancia Parcel C4
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 16.721 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
 - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
 - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of
7 the day of June 2011.

Shea Homes of Phoenix, Inc. (FN)	Date:	Property (Tax Parcel Numbers)
Shea Homes Southwest, Inc.	6/7/11	510-03-767-G 1
Print Property Owner Name Matt Porter		
Print Name 8800 N. Gainey Center Dr, Ste 350, Scottsdale, AZ 85258		503-89-947-J 7
Address [REDACTED]		
Signature		510-03-761-B
	Date:	Property (Tax Parcel Numbers)
Print Property Owner Name		
Print Name		
Address		
Signature		

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By Mayor

City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION NO. 2011- 95

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. 1124, TRILOGY AT VISTANCIA PARCEL C4, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

Section 1. Definitions.

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

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

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

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

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

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

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

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

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1124 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

Section 2. Declaration of Intention to Order an Improvement.

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

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

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1124

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

approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1124.

Section 3. Determination of Need.

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

Section 4. Preparation of Assessment Diagrams.

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

Section 5. Exclusion of Certain Property.

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

Section 6. Officers Not Liable.

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

Section 7. Annual Statement.

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

Section 8. Statutory Authority.

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

Section 9. Delegation of Authority.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 4th day of October, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Resolution No. 2011-95
MID 1124 – Vistancia Parcel C4
October 4, 2011
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CERTIFICATION OF CITY ENGINEER

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

Andrew Granger, Engineering Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2011-95 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on October 4, 2011 and that a quorum was present there and that the vote thereon was _____ ayes and _____ nays. _____ were no vote or absent.

City Clerk, City of Peoria

EXHIBIT A

May 6, 2011

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL C4
MAINTENANCE IMPROVEMENT DISTRICT

That part of the Northwest Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Aluminum Cap marking the West Quarter Corner of said Section 26, from which the G.L.O. Brass Cap marking the Northwest Corner of said Section 26 bears North $00^{\circ}15'16''$ West, a distance of 2,640.32 feet;

Thence South $01^{\circ}28'34''$ West, along the West line of the Southwest Quarter of said Section 26, a distance of 55.02 feet to a point on the monument line of Dixileta Parkway, as depicted on the Map of Dedication - Dixileta Parkway, recorded in Book 936 of Maps, Page 48, Records of Maricopa County, Arizona;

Thence along said monument line of Dixileta Parkway the following courses:

Thence South $89^{\circ}55'01''$ East, a distance of 1,293.84 feet to the beginning of a tangent curve of 1,750.00 foot radius, concave Northwesterly;

Thence Northeasterly, along said curve, through a central angle of $14^{\circ}08'42''$, a distance of 432.03 feet;

Thence North $76^{\circ}17'32''$ East, a distance of 117.82 feet to a point on the monument line of Tract A of Map of Private Tract Dedication Trilogy Boulevard Phase IV, recorded in Book 950 of Maps, Page 20, Records of Maricopa County, Arizona;

Thence along said monument line of said Tract A the following courses:

Thence North $23^{\circ}08'04''$ West, departing the monument line of Dixileta Parkway, a distance of 67.20 feet to the beginning of a tangent curve of 4,000.00 foot radius, concave Southwesterly;

Thence Northwesterly, along said curve, through a central angle of $02^{\circ}23'07''$, a distance of 166.52 feet;

Thence North $25^{\circ}31'58''$ West, a distance of 216.71 feet to a point on a 1,350.00 foot radius non-tangent curve, whose center bears South $64^{\circ}28'49''$ West;

Thence Northwesterly, along said curve, through a central angle of $27^{\circ}19'43''$, a distance of 643.91 feet;

Thence North $52^{\circ}50'54''$ West, a distance of 344.84 feet;

Thence North 37°09'06" East, departing said monument line, a distance of 42.00 feet to a point on the Easterly line of Tract G of said Map of Private Tract Dedication Trilogy Boulevard Phase IV, said point being the True Point of Beginning;

Thence along the Easterly line of said Tract G the following courses:

Thence North 52°50'54" West, a distance of 351.32 feet to the beginning of a tangent curve of 533.00 foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 131°49'20", a distance of 1,226.29 feet to a point on the Southerly line of said Tract A of said Map of Private Tract Dedication Trilogy Boulevard Phase IV;

Thence along the Southerly line of said Tract A the following courses:

Thence South 56°29'25" East, departing the Easterly line of said Tract G, a distance of 32.10 feet;

Thence North 79°56'26" East, a distance of 43.10 feet;

Thence North 33°32'52" East, a distance of 30.70 feet to a point on the Southerly line of Tract D of said Map of Private Tract Dedication Trilogy Boulevard Phase IV;

Thence North 79°55'15" East, departing the Southerly line of said Tract A along the Southerly line of said Tract D, a distance of 188.82 feet to a point on the Westerly line of the Final Plat of Trilogy at Vistancia - Parcel C5, recorded in Book 1017 of Maps, Page 42, Records of Maricopa County, Arizona;

Thence South 11°22'29" East, along said Westerly line, a distance of 867.48 feet to a point on the Northwesterly line of Tract H of Trilogy at Vistancia - Parcel C6, recorded in Book 1045 of Maps, Page 5, Records of Maricopa County, Arizona;

Thence South 46°55'41" West, along said Northwesterly line, a distance of 524.44 feet to the True Point of Beginning.

Containing 16.721 Acres, more or less.



Expires: 6/30/2013

Resolution No. 2011- 95

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA

CITY CLERK'S OFFICE

Resolution No. 2011-95
MID 1124 – Vistancia Parcel C4
October 4, 2011
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CITY OF PEORIA, ARIZONA

NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1124, TRILOGY AT VISTANCIA PARCEL C4.

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

On the 4th day of October 2011 the Mayor and Council of the City of Peoria adopted Resolution No. 2011-96; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1124, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Maintenance Improvement District No. 1124 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

Resolution No. 2011-95
MID 1124 – Vistancia Parcel C4
October 4, 2011
Page 10 of 10 Pages

DATED AND SIGNED this _____ day of _____, 2011.

Andrew Granger
Acting Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2011-96

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. 1124, TRILOGY AT VISTANCIA PARCEL C4; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1124.

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

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement

Resolution No. 2011-96
MID 1124 – Vistancia Parcel C4
October 4, 2011
Page 2 of 5 Pages

District No. 1124 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1124 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1124 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1124.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1124 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

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

Resolution No. 2011- 96
MID 1124 – Vistancia Parcel C4
October 4, 2011
Page 3 of 5 Pages

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Peoria, Arizona, this 4th day of October, 2011.

Bob Barrett, Mayor

Date Signed: _____

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in the Peoria Times
Publication Dates: October 7, 2011 and October 14, 2011
Effective Date:

May 6, 2011

LEGAL DESCRIPTION FOR
VISTANCIA - PARCEL C4
MAINTENANCE IMPROVEMENT DISTRICT

That part of the Northwest Quarter of Section 26, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Aluminum Cap marking the West Quarter Corner of said Section 26, from which the G.L.O. Brass Cap marking the Northwest Corner of said Section 26 bears North $00^{\circ}15'16''$ West, a distance of 2,640.32 feet;

Thence South $01^{\circ}28'34''$ West, along the West line of the Southwest Quarter of said Section 26, a distance of 55.02 feet to a point on the monument line of Dixileta Parkway, as depicted on the Map of Dedication - Dixileta Parkway, recorded in Book 936 of Maps, Page 48, Records of Maricopa County, Arizona;

Thence along said monument line of Dixileta Parkway the following courses:

Thence South $89^{\circ}55'01''$ East, a distance of 1,293.84 feet to the beginning of a tangent curve of 1,750.00 foot radius, concave Northwesterly;

Thence Northeasterly, along said curve, through a central angle of $14^{\circ}08'42''$, a distance of 432.03 feet;

Thence North $76^{\circ}17'32''$ East, a distance of 117.82 feet to a point on the monument line of Tract A of Map of Private Tract Dedication Trilogy Boulevard Phase IV, recorded in Book 950 of Maps, Page 20, Records of Maricopa County, Arizona;

Thence along said monument line of said Tract A the following courses:

Thence North $23^{\circ}08'04''$ West, departing the monument line of Dixileta Parkway, a distance of 67.20 feet to the beginning of a tangent curve of 4,000.00 foot radius, concave Southwesterly;

Thence Northwesterly, along said curve, through a central angle of $02^{\circ}23'07''$, a distance of 166.52 feet;

Thence North $25^{\circ}31'58''$ West, a distance of 216.71 feet to a point on a 1,350.00 foot radius non-tangent curve, whose center bears South $64^{\circ}28'49''$ West;

Thence Northwesterly, along said curve, through a central angle of $27^{\circ}19'43''$, a distance of 643.91 feet;

Thence North $52^{\circ}50'54''$ West, a distance of 344.84 feet;

Thence North 37°09'06" East, departing said monument line, a distance of 42.00 feet to a point on the Easterly line of Tract G of said Map of Private Tract Dedication Trilogy Boulevard Phase IV, said point being the True Point of Beginning;

Thence along the Easterly line of said Tract G the following courses:

Thence North 52°50'54" West, a distance of 351.32 feet to the beginning of a tangent curve of 533.00 foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 131°49'20", a distance of 1,226.29 feet to a point on the Southerly line of said Tract A of said Map of Private Tract Dedication Trilogy Boulevard Phase IV;

Thence along the Southerly line of said Tract A the following courses:

Thence South 56°29'25" East, departing the Easterly line of said Tract G, a distance of 32.10 feet;

Thence North 79°56'26" East, a distance of 43.10 feet;

Thence North 33°32'52" East, a distance of 30.70 feet to a point on the Southerly line of Tract D of said Map of Private Tract Dedication Trilogy Boulevard Phase IV;

Thence North 79°55'15" East, departing the Southerly line of said Tract A along the Southerly line of said Tract D, a distance of 188.82 feet to a point on the Westerly line of the Final Plat of Trilogy at Vistancia - Parcel C5, recorded in Book 1017 of Maps, Page 42, Records of Maricopa County, Arizona;

Thence South 11°22'29" East, along said Westerly line, a distance of 867.48 feet to a point on the Northwesterly line of Tract H of Trilogy at Vistancia - Parcel C6, recorded in Book 1045 of Maps, Page 5, Records of Maricopa County, Arizona;

Thence South 46°55'41" West, along said Northwesterly line, a distance of 524.44 feet to the True Point of Beginning.

Containing 16.721 Acres, more or less.



Expires: 6/30/2013

Resolution No. 2011- 96

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA

CITY CLERK'S OFFICE

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: September 12, 2011

Council Meeting Date: October 4, 2011

TO: Carl Swenson, City Manager

FROM: Susan J. Daluddung, Deputy City Manager

THROUGH: Scott Whyte, Economic Development Services Director

SUBJECT: Maintenance Improvement District No. 1098, Sunset Ranch IIA,
Williams Road and 100th Avenue

Purpose:

This is a request for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Maintenance Improvement District No. 1098, Sunset Ranch IIA, located at Williams Road and 100th Avenue, and authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The purpose of the Maintenance Improvement District is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.

Pursuant to the provision of A.R.S. 48-574, et. seq., Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1098, Sunset Ranch IIA, located at Williams Road and 100th Avenue. In this special situation, in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law, and the Council may then

adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2012, the residents will receive an additional charge on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts. However, until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, the additional charge to the residents will be \$0.00. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

Previous Actions:

The final plat for Sunset Ranch IIA was approved by the City September 6, 2011 and recorded.

Options:

A: The Maintenance Improvement District has been approved through the Economic Development Services Department. An option would be to not accept the proposed Maintenance Improvement District; although it should be noted that not approving the Maintenance Improvement District will prevent any additional charges from being assessed on the property tax bill.

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

Staff's Recommendation:

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

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fail.

Narrative:

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

Exhibit(s):

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

Contact Name and Number:

Traci Varland, Engineering Technician II, x7612

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

[1098]
MID#

[Sunset Ranch IIA]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 12.706 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned is the sole owner of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
 - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
 - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the _____ day of _____, 2011.

<p><u>Woodside Encore at Sunset Ranch, L.L.C.</u> Print Property Owner Name <u>Paul Kroff, Vice President</u> Print Name <u>1811 S. Alma School Rd, Ste. 190, Mesa, AZ</u> Address _____ 85210  Signature _____</p>	<p>Date: <u>7/6/11</u></p>	<p>Property (Tax Parcel Numbers) 200-10-018 200-10-038 200-10-047C</p>
<p>_____ Print Property Owner Name _____ Print Name _____ Address _____ Signature</p>	<p>Date: _____</p>	<p>Property (Tax Parcel Numbers) _____</p>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By _____
Bob Barrett, Mayor

Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION NO. 2011-97

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. 1098, SUNSET RANCH IIA, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

Section 1. Definitions.

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

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

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

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

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

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

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

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

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1098 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

Section 2. Declaration of Intention to Order an Improvement.

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

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

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT No. 1098

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

approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1098.

Section 3. Determination of Need.

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

Section 4. Preparation of Assessment Diagrams.

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

Section 5. Exclusion of Certain Property.

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

Section 6. Officers Not Liable.

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

Section 7. Annual Statement.

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

Section 8. Statutory Authority.

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

Section 9. Delegation of Authority.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 4th day of October, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in the Peoria Times
Publication Dates: October 7, 2011 and October 14, 2011
Effective Date:

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CERTIFICATION OF CITY ENGINEER

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

Andrew Granger, Engineering Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2011-97 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on October 4, 2011 and that a quorum was present there and that the vote thereon was _____ ayes and _____ nays. _____ were no vote or absent.

City Clerk, City of Peoria

SUNSET RANCH IIA – MID BOUNDARY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND SITUATED IN THE CITY OF PEORIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17;

THENCE N89°23'33"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 654.88 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE N00°01'53"E ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 659.05 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, AND THE POINT OF BEGINNING;

THENCE N89°19'29"W, A DISTANCE OF 1102.57 FEET TO A POINT ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 17, SAID POINT ALSO BEING ON THE CENTERLINE OF LAKE PLEASANT PARKWAY;

THENCE N24°45'21"E ALONG SAID CENTERLINE, A DISTANCE OF 361.54 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE S89°17'27"E, A DISTANCE OF 299.50 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE N00°12'22"E, A DISTANCE OF 329.91 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE S89°15'24"E, A DISTANCE OF 650.86 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE S00°01'53"W, A DISTANCE OF 659.05 FEET TO THE POINT OF BEGINNING.



Resolution No. 2011-97

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA

CITY CLERK'S OFFICE

Resolution No. 2011-97
MID 1098 – Sunset Ranch IIA
October 4, 2011
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CITY OF PEORIA, ARIZONA

NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1098, SUNSET RANCH IIA.

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

On the 4th day of October 2011 the Mayor and Council of the City of Peoria adopted Resolution No. 2011-98; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1098, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice be given.

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

Further information concerning City of Peoria Maintenance Improvement District No. 1098 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

Resolution No. 2011- 97
MID 1098 – Sunset Ranch IIA
October 4, 2011
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DATED AND SIGNED this _____ day of _____, 2011.

Andrew Granger
Acting Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2011- 98

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. 1098, SUNSET RANCH IIA; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1098.

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

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement

Resolution No. 2011- 98
MID 1098 – Sunset Ranch IIA
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District No. 1098 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1098 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1098 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1098.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1098 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

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

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MID 1098 – Sunset Ranch IIA
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Page 3 of 5 Pages

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City
of Peoria, Arizona, this 4th day of October, 2011.

Bob Barrett, Mayor

Date Signed: _____

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in the Peoria Times

Publication Dates: October 7, 2011 and October 14, 2011

Effective Date:

SUNSET RANCH IIA – MID BOUNDARY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND SITUATED IN THE CITY OF PEORIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17;

THENCE N89°23'33"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 654.88 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE N00°01'53"E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 659.05 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, AND THE POINT OF BEGINNING;

THENCE N89°19'29"W, A DISTANCE OF 1102.57 FEET TO A POINT ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 17, SAID POINT ALSO BEING ON THE CENTERLINE OF LAKE PLEASANT PARKWAY;

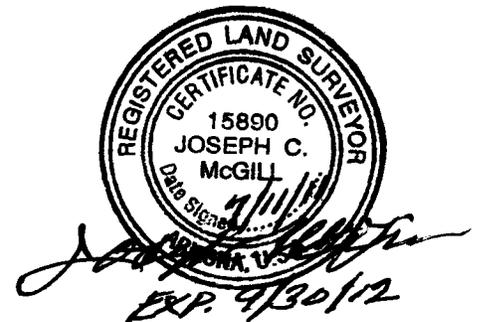
THENCE N24°45'21"E ALONG SAID CENTERLINE, A DISTANCE OF 361.54 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE S89°17'27"E, A DISTANCE OF 299.50 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE N00°12'22"E, A DISTANCE OF 329.91 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE S89°15'24"E, A DISTANCE OF 650.86 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE S00°01'53"W, A DISTANCE OF 659.05 FEET TO THE POINT OF BEGINNING.



Resolution No. 2011- 98

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA

CITY CLERK'S OFFICE

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: September 12, 2011

Council Meeting Date: October 4, 2011

TO: Carl Swenson, City Manager

FROM: Susan J. Daluddung, Deputy City Manager

THROUGH: Scott Whyte, Economic Development Services Director

SUBJECT: Street Light Improvement District No. 1050, Sunset Ranch IIA, Williams Road and 100th Avenue

Purpose:

This is a request for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1050, Sunset Ranch IIA, located at Williams Road and 100th Avenue, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

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

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1050, Sunset Ranch IIA, located on Williams Road and 100th Avenue. In this special situation, in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not

required by law, and the Council may then immediately adopt a Resolution Ordering the improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2012, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. In accordance with state statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

Previous Actions:

The final plat for Sunset Ranch IIA was approved by the City September 6, 2011 and recorded.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention

Exhibit 3: Proposed Resolution Ordering the Improvements

Contact Name and Number:

Traci Varland, Engineering Technician II, x7612

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

[**1050**]

SLID#

[**Sunset Ranch IIA**]

Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A", which is attached hereto and incorporated herein by reference. The proposed district consists of 12.706 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned is the sole owner of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the purchase of electricity for lighting the streets and public parks within the proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is the purchase of electricity for lighting the streets and public parks within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
 - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work;
 - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the _____
day of _____ 2011.

RESOLUTION NO. 2011- 99

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. 1050, SUNSET RANCH IIA; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

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

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

SECTION 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the purchase of electricity be chargeable upon a district to be known and designated as the City of Peoria Streetlight Improvement District No. 1050 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the purchase of electricity for streetlights to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1050 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1050 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1050.

SECTION 3. The costs and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Streetlight Improvement District No. 1050 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

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

Resolution No. 2011- 99
SLID 1050, Sunset Ranch IIA
October 4, 2011
Page 3 of 5 Pages

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City
of Peoria, Arizona, this 4th day of October, 2011.

Bob Barrett, Mayor

Date Signed : _____

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in the Peoria Times

Publication Dates: October 7, 2011 and October 14, 2011

Effective Date:

SUNSET RANCH IIA – SLID BOUNDARY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND SITUATED IN THE CITY OF PEORIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17;

THENCE N89°23'33"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 654.88 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE N00°01'53"E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 659.05 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, AND THE POINT OF BEGINNING;

THENCE N89°19'29"W, A DISTANCE OF 1102.57 FEET TO A POINT ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 17, SAID POINT ALSO BEING ON THE CENTERLINE OF LAKE PLEASANT PARKWAY;

THENCE N24°45'21"E ALONG SAID CENTERLINE, A DISTANCE OF 361.54 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

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THENCE S00°01'53"W, A DISTANCE OF 659.05 FEET TO THE POINT OF BEGINNING.



Resolution No. 11-99

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA

CITY CLERK'S OFFICE

RESOLUTION NO. 2011- 100

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. 1050, SUNSET RANCH IIA, PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 4th day of October 2011, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2011-99, 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. 1050; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2011-99 has been published in the Arizona Business Gazette, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2011-99, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1) inch in height. Said notices stated the fact of the passage of said Resolution of Intention No. 2011-99 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2011-~~99~~ and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

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

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2011-~~99~~; and

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

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

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2011-~~99~~ and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

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

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

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 4th day of **October** 2011, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

Resolution No. 2011-100
SLID 1050 – Sunset Ranch IIA
October 4, 2011
Page 3 of 6 Pages

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City
of Peoria, Arizona on the 4th day of October, 2011.

Bob Barrett, Mayor

Date Signed: _____

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in the Peoria Times
Publication Dates: October 7, 2011 and October 14, 2011
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SUNSET RANCH IIA – SLID BOUNDARY LEGAL DESCRIPTION

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THENCE S89°15'24"E, A DISTANCE OF 650.86 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE S00°01'53"W, A DISTANCE OF 659.05 FEET TO THE POINT OF BEGINNING.



Resolution No. 2011- 100

EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA

CITY CLERK'S OFFICE

Resolution No. 2011- 100
SLID 1050, Sunset Ranch IIA
October 4, 2011
Page 6 of 6 Pages

CITY OF PEORIA, ARIZONA

NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1050, SUNSET RANCH IIA.

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

On the 4th day of October 2011, the Mayor and Council of the City of Peoria adopted Resolution No. 2011- 100; 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. 1050, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Streetlight Improvement District No. 1050 may be obtained by contacting Mr. Andrew Granger, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7367.

DATED AND SIGNED this _____ day of _____, 2011.

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C

Date Prepared: August 30, 2011

Council Meeting Date: October 4, 2011

TO: Carl Swenson, City Manager

FROM: Susan J. Daluddung, Deputy City Manager

THROUGH: Scott Whyte, Economic Development Services Director

SUBJECT: Replat of Lots 1 and 5 of Creekside Estates (Project No. R070102A)

Purpose:

This is a request for City Council to approve a Replat of Lots 1 and 5 of Creekside Estates, located on 3rd Avenue north of Pinnacle Peak Road, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulations:

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

Background/Summary:

The purpose of the Replat is to abandon and dedicate easements on two lots within an existing residential subdivision. This development is within the City's water\sewer service area. This

replat does not create any additional lots. All necessary roadways have already been dedicated.

Previous Actions:

The Final Plat was approved by the City Council in November 2008 and recorded in December 2008.

Options:

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

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

Staff's Recommendation:

Staff recommends the approval and subsequent recordation of the attached Replat.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Replat.

Narrative:

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

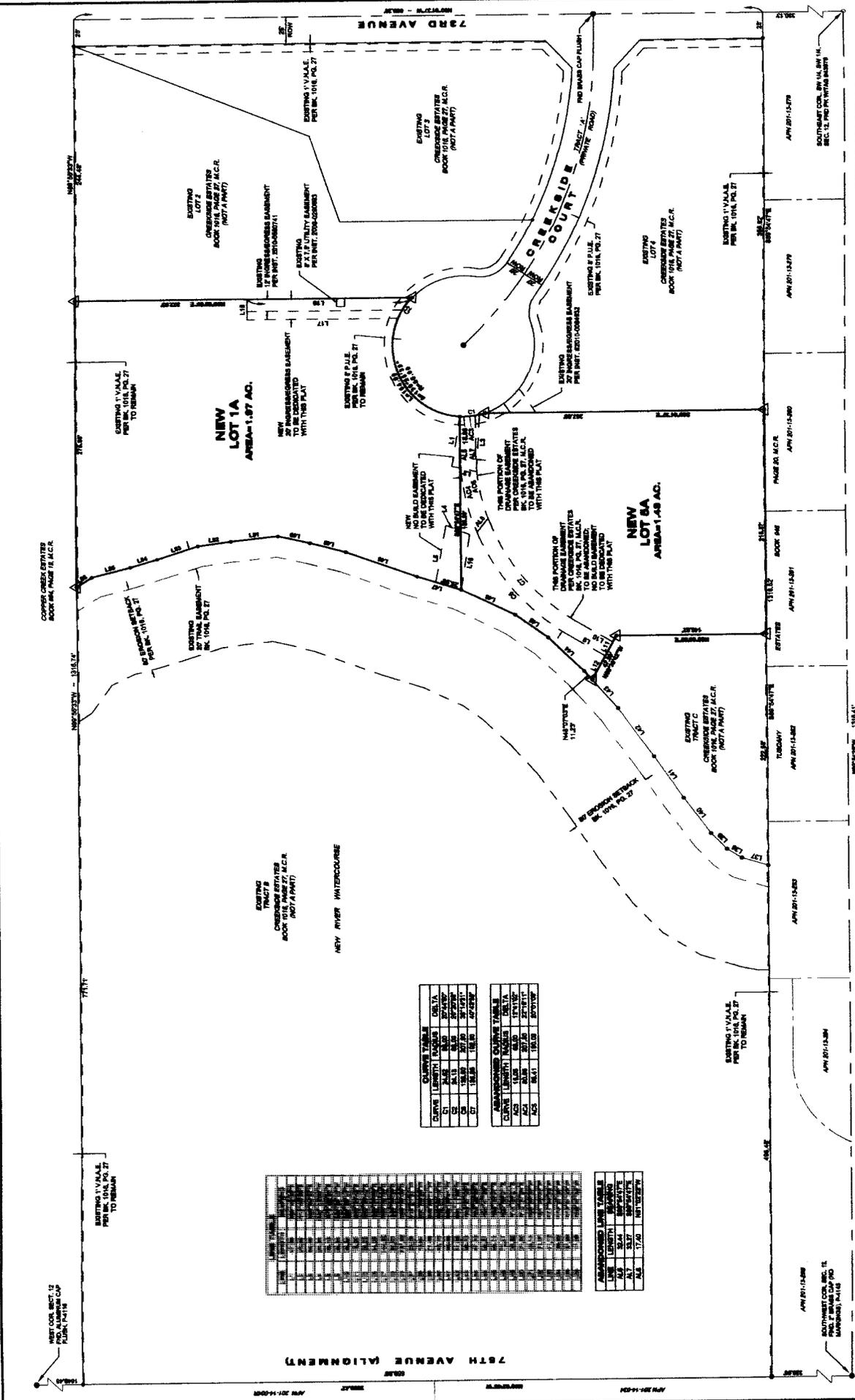
Exhibit(s):

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, PE, CFM: 623-773-7577



CURVE TABLE

CURVE	LENGTH	ANGLE	DELTA
C1	11.27	90.00	11.27
C2	11.27	90.00	11.27
C3	11.27	90.00	11.27
C4	11.27	90.00	11.27

ABANDONED CURVE TABLE

CURVE	LENGTH	ANGLE	DELTA
A1	11.27	90.00	11.27
A2	11.27	90.00	11.27
A3	11.27	90.00	11.27
A4	11.27	90.00	11.27

ABANDONED EASE TABLE

EASE	LENGTH	BEARING	DELTA
E1	11.27	S 89.4° E	11.27
E2	11.27	S 89.4° E	11.27
E3	11.27	S 89.4° E	11.27
E4	11.27	S 89.4° E	11.27

ABANDONED EASE TABLE

EASE	LENGTH	BEARING	DELTA
E5	11.27	S 89.4° E	11.27
E6	11.27	S 89.4° E	11.27
E7	11.27	S 89.4° E	11.27
E8	11.27	S 89.4° E	11.27

PLAN OF LOTS 1 & 8 OF CHERRIDGE ESTATES

THIS PLAN IS A REVISION OF THE PLAN OF LOTS 1 & 8 OF CHERRIDGE ESTATES, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, T.4 N., R.1 E. OF THE S. & B. & N. MARICOPA COUNTY, ARIZONA.

DATE: 11/11/11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: AS SHOWN
 SHEET NO. 2 OF 2

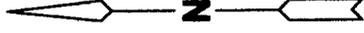
Southwest Surveying, Inc.
 1000 W. Camelback Road, Suite 100
 Phoenix, AZ 85014
 Phone: 602-998-4444 Fax: 602-998-4447



PLAN CHECK NO. R070102A

HAPPY VALLEY RD.

67TH AVENUE

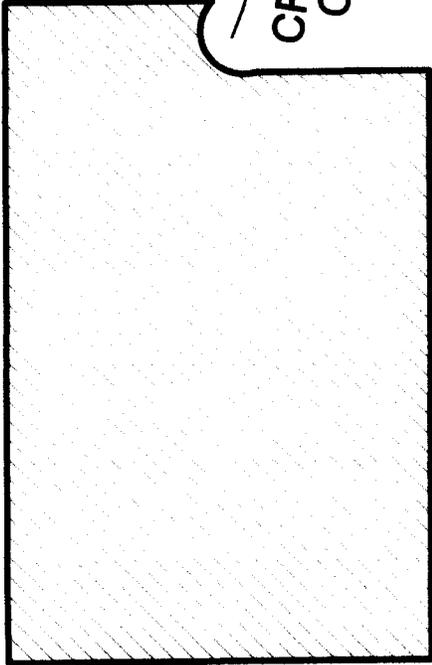


73RD AVE.

CREEKSIDE COURT

PINNACLE PEAK RD.

DEER VALLEY RD.



SITE

VICINITY MAP

(NOT TO SCALE)

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

SS #: 1

Date Prepared: September 20, 2011

Council Meeting Date: October 4, 2011

TO: Honorable Mayor and City Council
FROM: Carl Swenson, City Manager
THROUGH:
SUBJECT: Council Subcommittees Implementation Update

Purpose:

To update the City Council on staff assignments for the Council Subcommittees, as well as discuss how items that are currently in the queue for Study Session calendaring will be distributed among the Council Subcommittees.

Background/Summary:

On September 13, 2011, Council confirmed the formation of six Council Subcommittees. The Subcommittees are: Policy and Appointments, Community Culture, Public Safety, Sustainable Development, Public Services, and General Government. Each Council Subcommittee will have three council members, appointed by the Mayor and confirmed by Council. One of the three Council appointees will chair the committee. Each committee will have a staff liaison, attorney designee, and administrative support to support the operation of the subcommittee.

Previous Actions:

The Council approved the formation of the Council Subcommittees on September 13 and approved the respective policy for a trial period of one year. Council shall review this policy after one year of adoption.

Options:

The implementations process is in keeping with the approved policy, options are not applicable.

Staff's Recommendation:

This is to update Council on the Subcommittee process. Recommendation is not necessary at this time.

Fiscal Analysis:

No fiscal analysis is required for this report.

Narrative:

Consistent with the Council approved policy on referring items to Subcommittees, staff will discuss topic assignments and how items will flow to Subcommittees.

As we implement this process, there are budget items that are time sensitive that I suggest be reviewed directly in a council workshop.

Exhibit(s):

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Date Prepared: September 21, 2011

Council Meeting Date: October 4, 2011

TO: Honorable Mayor and Council
FROM: Stephen M. Kemp
SUBJECT: Horizontal Boring & Tunneling, Inc. v. City of Peoria, et al.

Purpose:

This is a request to the City Council to approve settlement in the case of *Horizontal Boring & Tunneling v. City of Peoria, et al.*

Background/Summary:

Horizontal Boring & Tunneling, Inc., ("HBT) a lower tier subcontractor from the Butler WRF project, filed suit against the City requesting damages from allegations of unpaid changed conditions and a lapsed ADOT permit. The City's contractor was Sundt Construction, Inc. and the first tier subcontractor was CS&W Construction, Inc.

Previous Actions:

On April 23, 2008, HBT submitted a notice of claim against the City for \$585,000.00. HBT filed its Complaint against the City, Sundt and CS&W on October 18, 2010. Sundt filed a companion lawsuit against the City the next day. Global mediation between all of the parties was held September 19, 2011. Contingent on Council approval, Peoria agreed to settle all claims against the City for \$95,000.00. As part of the settlement, Sundt and CS&W agreed to each pay HBT \$77,500.00.

Options: *(include as many as reasonable)*

- A:** Approve the settlement agreement and the suits against the City will be dismissed.
- B:** Disapprove the settlement agreement and the suits against the City will continue in litigation.

Staff's Recommendation:

Approve the settlement agreement.

Fiscal Analysis:

If this case proceeds through litigation and HBT is successful, it is expected that the other defendants will enter into liquidating agreements with HBT allowing them to pass on significant costs and expenses to the City. The settlement agreement conservatively represents 10% of the City's potential exposure in the case and reflects significant participation by the City's contractors.

Budget authority is available in the Risk Fund, and the settlement would be charged in the amount of \$95,000.00 from Risk Insurance/Premiums & Deductibles account 3200-3600-523013.

Narrative:

The settlement agreement is the result of a successful mediation process that induced significant participation from the City's partners and limited the exposure of the City to damages and very costly litigation.

Exhibit(s): Settlement agreement.

Contact Name and Number:

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

PARTIES AND DATE:

This Settlement Agreement and Mutual Release (the "Agreement") is entered into this 19th day of September, 2011, by and between Sundt Construction, Inc., an Arizona Corporation, ("Sundt"); the City of Peoria, an Arizona Municipal Corporation ("Peoria"); C. S. & W. Contractors, Inc., an Arizona Corporation ("CSW"); and Horizontal Boring & Tunneling, Inc., an Arizona Corporation, ("HBT"). Sundt, Peoria, CSW, and HBT are collectively referred to as the "Parties."

RECITALS

A. The Parties are all parties in various lawsuits arising out of the City of Peoria Butler Water Reclamation Facility Project, Peoria Contract No. P06-0041 (the "Project"). Sundt, CSW and HBT performed work on the Project (the "Work"), and certain disputes arose among them and among them and Peoria.

B. The Parties participated in a mediation before mediator, Richard Friedlander, on September 19, 2011, and agreed to settle all disputes between and among them arising out of or related to the Project.

C. The Internal Revenue Service ("IRS") has given notice to Peoria, Sundt and CSW that HBT is subject to a levy by the IRS (the "Levy") instructing these Parties not to release any funds to HBT.

D. The Parties, after conducting good faith negotiations, recognizing the expense and uncertainties of continuing this litigation and upon the advice of their respective counsel and the mediator approving this Agreement as to form, desire to settle and resolve amicably all asserted and unasserted claims and potential claims between them, whether known or unknown, which are in any way related to, arise out of, or are connected with the Project or any of the Lawsuits arising out of the Project or related to the Work and initiated by any of the parties or any principal of any of the parties.

COVENANTS

In consideration of mutual promises and covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by all Parties, the Parties agree as follows:

1. The Recitals set forth above are true, correct, and are incorporated here by reference.
2. This agreement will not be fully enforceable and effective until the agreement is approved by the Peoria City Council.
3. Within fourteen calendar days after approval of this agreement by the Peoria City Council, Sundt and CSW shall each pay HBT \$77,500 and Peoria shall pay HBT \$95,000. All payments shall be by check made payable to "HBT, Snell & Wilmer LLP Trust Account, and

Salmon, Lewis & Weldon, P.L.C. Trust Account” provided that the Levy is no longer in place. If the Levy is in place, all payments for the sums set forth herein shall be made by check payable to “Internal Revenue Service, HBT, Snell & Wilmer LLP Trust Account, and Salmon, Lewis & Weldon, P.L.C. Trust Account.” If such payment is not permitted under the Levy the Parties will execute an amendment to this agreement providing how the Levy will be satisfied provided that no payment is required hereunder if payment will expose any Party to the risk of double payment as a result of the Levy.

4. Within 5 business days after HBT’s receipt of the settlement payments, HBT and Sundt will file notices of dismissal of all actions either Sundt or HBT has filed arising out of the Project with prejudice, all parties to pay their own costs and attorney’s fees.

5. Except for the obligations and rights set forth in this Agreement, all Parties, individually and on behalf of their respective predecessors, successors, assigns, affiliates, officers, directors, members, partners, associates, employees, attorneys, agents, licensees, trustees, insurers, shareholders, parents, subsidiaries, divisions, partnerships, co-venturers, other affiliated business entities and any other person or entity acting in any manner for, by or on behalf of each of them release and forever discharge each other and their respective predecessors, successors, assigns, affiliates, officers, directors, members, partners, associates, employees, attorneys, agents, licensees, trustees, insurers, shareholders, parents, subsidiaries, divisions, partnerships, co-venturers, other affiliated business entities and any other person or entity acting in any manner for or on behalf of any Party from any and all claims, liabilities, expenses, losses, demands, obligations, actions, liens or suits of whatsoever kind and nature, known or unknown, arising out of or relating to the Project, the Work or any claim or action pertaining thereto. This release does not include any claim Peoria might have arising out of latent defects on the Project.

6. HBT and its principals hereby release any and all claims against Shawn Kreuzwiesner arising out of the project including but not limited to the claims set forth in HBT’s Notices of Claim against Mr. Kreuzwiesner and Peoria.

7. The Parties agree to bear their own costs and attorneys’ fees incurred in or relating to the Project, or any lawsuit arising out of the Project.

8. Each party executing this Agreement warrants that he or she has read this Agreement; has obtained the advice of legal counsel with respect to the terms of the Agreement; and is legally empowered and authorized to execute the Agreement on behalf of the party for which he or she acts, except that the Peoria representative represents that he still needs to obtain approval from the City Council as set forth above. The City’s representative will recommend to the City Council that this agreement be approved, and proceed with reasonable diligence to obtain the approval from the Peoria City Council.

9. If any party files suit or takes other action to enforce any term or provision of this Agreement, then the prevailing party in such action shall be entitled to recover its reasonable attorneys’ fees and costs as awarded by the Court.



10. This Agreement may be executed in counterparts and may be executed and delivered by facsimile and/or email.

11. The Parties shall take all actions reasonably necessary to carry out the provisions and purposes of this Agreement.

12. If any provision of this Agreement is held to be illegal, invalid or unenforceable for any reason, such provision shall be fully severable from the agreement and the remaining provisions shall be fully enforceable and effective notwithstanding the severance of the offending clause.

13. This Agreement shall not be modified or amended except by a written instrument signed by all of the Parties.

mmw
RW
WS
et

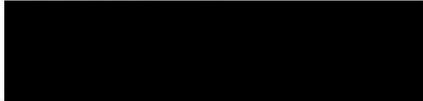
14. The validity, construction, interpretation and administration of this Agreement shall be governed by the laws of the state of Arizona.

15. This Agreement constitutes the full and complete understanding of the Parties with respect to the subject matters addressed in the Agreement. This Agreement supersedes any and all prior or contemporaneous oral agreements or understandings and is the final agreement of the Parties with respect to the subject matters addressed in the Agreement.

CITY OF PEORIA, an Arizona Municipal Corporation

By 
Its Asst. City Mgr.

SUNDT CONSTRUCTION, INC., an Arizona Corporation

By 
Its SR. VP/GENERAL COUNSEL

C.S.&W. CONTRACTORS, INC., an Arizona Corporation

By 
Its Vice - President

Horizontal Boring & Tunneling, Inc., an Arizona Corporation

By 
Its President

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12R

Date Prepared: September 26, 2011

Council Meeting Date: October 4, 2011

TO: City Council

FROM: Bob Barrett, Mayor

SUBJECT: Appointment of Members to City Council Subcommittees

Purpose:

This is a request for Council to consent to the appointments which I have made to the six city council subcommittees.

Background/Summary:

The City Council has adopted a policy creating six city council subcommittees. Pursuant to this policy, the Mayor is to select city council members for appointments to each committee. After the Mayor selects the members of each subcommittee, the selections are submitted to the Council for their consent.

In accordance with the adopted council policy, I have asked each council member to submit their requests for assignment to subcommittees. I have received these requests. That being said, I have tried to accommodate each council member's request, but as you might imagine, that is impossible. Some of the subcommittees are more in line with some council member's area of interest as compared to others.

However, I believe all six council members received their first requests and second requests. After that, it was not possible to honor everyone's third choice, etc. Attached are six resolutions one for each subcommittee with the respective appointments. I have been informed by the City Attorney that Council will act on each resolution. Should an appointment not be consented to, it will be deleted from the resolution and will be filled in a subsequent meeting.

Previous Actions:

Adoption of City Council Policy to establish City Council Subcommittees

Options: A:

Determine whether to consent to the appointments by the Mayor to City Council Subcommittees.

Fiscal Analysis:

Not Applicable

Exhibits:

Exhibit 1: Resolution on Appointments on to the City Council Subcommittee on Policy and Appointments.

Exhibit 2: Resolution on Appointments on to the City Council Subcommittee on Sustainable Development.

Exhibit 3: Resolution on Appointments on to the City Council Subcommittee on Public Safety.

Exhibit 4: Resolution on Appointments on to the City Council Subcommittee on General Government.

Exhibit 5: Resolution on Appointments on to the City Council Subcommittee on Public Service.

Exhibit 6: Resolution on Appointments on to the City Council Subcommittee on Community Culture.

Contact Name and Number:

Bob Barrett, Mayor

RESOLUTION No. 2011-103

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, CONSENTING TO THE APPOINTMENTS TO THE CITY OF PEORIA, ARIZONA CITY COUNCIL SUBCOMMITTEE ON POLICY AND APPOINTMENTS AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the City Council has adopted a policy establishing City Council Subcommittees and one of the Subcommittees is the Subcommittee on Policy and Appointments. The terms of appointees shall commence from the effective date of this Resolution and shall expire on the first council meeting in January 2013; and

WHEREAS, the Mayor has reviewed the requests of Council members seeking appointment to City Council Subcommittees and pursuant to the adopted City Council Policy on Council Subcommittees, the Mayor has submitted the following appointments for the Council's consent.

City Council Subcommittee on Policy and Appointments.

Councilmember Ron Aames
Councilmember Dave Pearson
Councilmember Carlo Leone

WHEREAS, pursuant to the adopted City Council Policy on City Council Subcommittees, the Mayor and City Council of the City of Peoria shall consent to the appointments by the Mayor to a City Council Subcommittee, the Mayor and Council by adopting this resolution are consenting to the above appointments as members of the City of Peoria, Arizona, City Council Subcommittee on Policy and Appointments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria, Arizona that they consent to the appointment by the Mayor of Peoria, Arizona of the following members of the City Council Subcommittee on Policy and Appointments:

Resolution No. 2011-103
October 4, 2011
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City Council Subcommittee on Policy and Appointments.

Councilmember Ron Aames
Councilmember Dave Pearson
Councilmember Carlo Leone

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria,
Arizona this 4th day of October, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION No. 2011-104

A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEORIA, MARICOPA COUNTY,
ARIZONA, CONSENTING TO THE APPOINTMENTS TO
THE CITY OF PEORIA, ARIZONA CITY COUNCIL
SUBCOMMITTEE ON SUSTAINABLE DEVELOPMENT
AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the City Council has adopted a policy establishing City Council Subcommittees and one of the Subcommittees is the Subcommittee on Sustainable Development. The terms of appointees shall commence from the effective date of this Resolution and shall expire on the first council meeting in January 2013; and

WHEREAS, the Mayor has reviewed the requests of council members seeking appointment to City Council Subcommittees and pursuant to the adopted City Council Policy on Council Subcommittees, the Mayor has submitted the following appointments for the Council's consent.

City Council Subcommittee on Sustainable Development.

Councilmember Tony Rivero
Vice Mayor Cathy Carlat
Councilmember Dave Pearson

WHEREAS, pursuant to the adopted City Council Policy on City Council Subcommittees, the Mayor and City Council of the City of Peoria shall consent to the appointments by the Mayor to a City Council Subcommittee, the Mayor and Council by adopting this resolution are consenting to the above appointments as members of the City of Peoria, Arizona, City Council Subcommittee on Sustainable Development.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria, Arizona that they consent to the appointment by the Mayor of Peoria, Arizona of the following members of the City Council Subcommittee on Sustainable Development:

Resolution No. 2011- 104
October 4, 2011
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City Council Subcommittee on Sustainable Development.

Councilmember Tony Rivero
Vice Mayor Cathy Carlat
Councilmember Dave Pearson

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria,
Arizona this 4th day of October, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION No. 2011-105

A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEORIA, MARICOPA COUNTY,
ARIZONA, CONSENTING TO THE APPOINTMENTS TO
THE CITY OF PEORIA, ARIZONA CITY COUNCIL
SUBCOMMITTEE ON PUBLIC SAFETY AND
ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the City Council has adopted a policy establishing City Council Subcommittees and one of the Subcommittees is the Subcommittee on Public Safety. The terms of appointees shall commence from the effective date of this Resolution and shall expire on the first council meeting in January 2013; and

WHEREAS, the Mayor has reviewed the requests of council members seeking appointment to City Council Subcommittees and pursuant to the adopted City Council Policy on Council Subcommittees, the Mayor has submitted the following appointments for the Council's consent.

City Council Subcommittee on Public Safety.

Councilmember Joan Evans
Councilmember Carlo Leone
Councilmember Ron Aames

WHEREAS, pursuant to the adopted City Council Policy on City Council Subcommittees, the Mayor and City Council of the City of Peoria shall consent to the appointments by the Mayor to a City Council Subcommittee, the Mayor and Council by adopting this resolution are consenting to the above appointments as members of the City of Peoria, Arizona, City Council Subcommittee on Public Safety.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria, Arizona that they consent to the appointment by the Mayor of Peoria, Arizona of the following members of the City Council Subcommittee on Public Safety:

City Council Subcommittee on Public Safety.

Councilmember Joan Evans
Councilmember Carlo Leone
Councilmember Ron Aames

Resolution No. 2011-105
October 4, 2011
Page 2 of 2

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria,
Arizona this 4th day of October, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION No. 2011-106

A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEORIA, MARICOPA COUNTY,
ARIZONA, CONSENTING TO THE APPOINTMENTS TO
THE CITY OF PEORIA, ARIZONA CITY COUNCIL
SUBCOMMITTEE ON GENERAL GOVERNMENT AND
ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the City Council has adopted a policy establishing City Council Subcommittees and one of the Subcommittees is the Subcommittee on General Government. The terms of appointees shall commence from the effective date of this Resolution and shall expire on the first council meeting in January 2013; and

WHEREAS, the Mayor has reviewed the requests of council members seeking appointment to City Council Subcommittees and pursuant to the adopted City Council Policy on Council Subcommittees, the Mayor has submitted the following appointments for the Council's consent.

City Council Subcommittee on General Government.

Councilmember Tony Rivero
Councilmember Joan Evans
Vice Mayor Cathy Carlat

WHEREAS, pursuant to the adopted City Council Policy on City Council Subcommittees, the Mayor and City Council of the City of Peoria shall consent to the appointments by the Mayor to a City Council Subcommittee, the Mayor and Council by adopting this resolution are consenting to the above appointments as members of the City of Peoria, Arizona, City Council Subcommittee on General Government.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria, Arizona that they consent to the appointment by the Mayor of Peoria, Arizona of the following members of the City Council Subcommittee on General Government:

Resolution No. 2011-106
October 4, 2011
Page 2 of 2

City Council Subcommittee on General Government.

Councilmember Tony Rivero
Councilmember Joan Evans
Vice Mayor Cathy Carlat

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria,
Arizona this 4th day of October, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION No. 2011-107

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, CONSENTING TO THE APPOINTMENTS TO THE CITY OF PEORIA, ARIZONA CITY COUNCIL SUBCOMMITTEE ON PUBLIC SERVICE AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the City Council has adopted a policy establishing City Council Subcommittees and one of the Subcommittees is the Subcommittee on Public Service. The terms of appointees shall commence from the effective date of this Resolution and shall expire on the first council meeting in January 2013; and

WHEREAS, the Mayor has reviewed the requests of council members seeking appointment to City Council Subcommittees and pursuant to the adopted City Council Policy on Council Subcommittees, the Mayor has submitted the following appointments for the Council's consent.

City Council Subcommittee on Public Service.

Councilmember Ron Aames
Councilmember Dave Pearson
Councilmember Carlo Leone

WHEREAS, pursuant to the adopted City Council Policy on City Council Subcommittees, the Mayor and City Council of the City of Peoria shall consent to the appointments by the Mayor to a City Council Subcommittee, the Mayor and Council by adopting this resolution are consenting to the above appointments as members of the City of Peoria, Arizona, City Council Subcommittee on Public Service.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria, Arizona that they consent to the appointment by the Mayor of Peoria, Arizona of the following members of the City Council Subcommittee on Public Service:

City Council Subcommittee on Public Service.

Councilmember Ron Aames
Councilmember Dave Pearson
Councilmember Carlo Leone

Resolution No. 2011-107
October 4, 2011
Page 2 of 2

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria,
Arizona this 4th day of October, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

RESOLUTION No. 2011-108

A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEORIA, MARICOPA COUNTY,
ARIZONA, CONSENTING TO THE APPOINTMENTS TO
THE CITY OF PEORIA, ARIZONA CITY COUNCIL
SUBCOMMITTEE ON COMMUNITY CULTURE AND
ESTABLISHING THE TERM OF OFFICE.

WHEREAS, the City Council has adopted a policy establishing City Council Subcommittees and one of the Subcommittees is the Subcommittee on Community Culture. The terms of appointees shall commence from the effective date of this Resolution and shall expire on the first council meeting in January 2013; and

WHEREAS, the Mayor has reviewed the requests of council members seeking appointment to City Council Subcommittees and pursuant to the adopted City Council Policy on Council Subcommittees, the Mayor has submitted the following appointments for the Council's consent.

City Council Subcommittee on Community Culture.

Councilmember Joan Evans
Councilmember Tony Rivero
Vice Mayor Cathy Carlat

WHEREAS, pursuant to the adopted City Council Policy on City Council Subcommittees, the Mayor and City Council of the City of Peoria shall consent to the appointments by the Mayor to a City Council Subcommittee, the Mayor and Council by adopting this resolution are consenting to the above appointments as members of the City of Peoria, Arizona, City Council Subcommittee on Community Culture.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria, Arizona that they consent to the appointment by the Mayor of Peoria, Arizona of the following members of the City Council Subcommittee on Community Culture:

Resolution No. 2011-108
October 4, 2011
Page 2 of 2

City Council Subcommittee on Community Culture.

Councilmember Joan Evans
Councilmember Tony Rivero
Councilmember Cathy Carlat

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria,
Arizona this 4th day of October, 2011.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney