



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

**CITY COUNCIL REGULAR MEETING
NOTICE & AGENDA
Tuesday, October 18, 2011
7:00 PM
CITY COUNCIL CHAMBER**

CITY COUNCIL:

Mayor
Bob Barrett

Mesquite District
Cathy Carlat, Vice Mayor

Acacia District
Tony Rivero

Ironwood District
Dave Pearson

Palo Verde District
Ron Aames

Pine District
Carlo Leone

Willow District
Joan Evans

City Manager
Carl Swenson

**CONVENE:
PLEDGE:
ROLL CALL:**

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

PRESENTATION:

1. Certificate of Appointment to the following Board and Commission member who was appointed by Resolution at the October 4, 2011 City Council meeting:

Ian Mullane appointed to the Youth Advisory Board

2. Recognition of Firefighter Brian Escamillo
3. Peoria Young Ambassador Youth Exchange Program
4. U.S. Constitution Event

CONSENT AGENDA

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

CONSENT – New Business:

1C Disposition of Absence

Discussion and possible action to excuse the absence of Mayor Barrett from the Special Meeting and Study Session City Council Meeting held at 5:00 p.m. on October 4, 2011.

2C Minutes

Discussion and possible action to approve the minutes of:
September 20, 2011 Special Meeting and Study Session
September 20, 2011 Regular Meeting
October 4, 2011 Special Meeting and Study Session

3C Grant, State Grants in Aid, Main Library Materials

Discussion and possible action to: a) accept a State Grant in Aid Grant; and b) approve a budget transfer in the amount of \$7,928 from the Proposed Grant Contingency Account to the Books, Periodicals and Subscription Account.

4C Grant, Peoria Police Department, Governor's Office of Highway Safety, Speed Enforcement

Discussion and possible action to: a) authorize the City Manager to accept \$15,000 from the Governor's Office of Highway Safety (GOHS) to be used by the Peoria Police Department for speed enforcement and education; and b) approve a budget transfer in the amount of \$15,000 from the Proposed Grant Contingency Account to the Governor's Office of Highway Safety Grant Overtime Account.

5C Grant, Peoria Police Department, Governor's Office of Highway Safety, Accident Investigation Equipment

Discussion and possible action to: (a) authorize the City Manager to accept \$25,000 from the Governor's Office of Highway Safety (GOHS) to be used by the Peoria Police Department to enhance traffic collision investigations; and (b) approve a budget transfer in the amount of \$25,000 from the Proposed Grant Contingency Account to the Governor's Office of Highway Safety Other Equipment Account.

6C Grant, Peoria Police Department, Governor's Office of Highway Safety, DUI Enforcement and Education Efforts

Discussion and possible action to: a) authorize the City Manager to accept \$50,000 from the Governor's Office of Highway Safety for Peoria's DUI Enforcement and Education efforts; and b) approve a budget transfer in the amount of \$50,000 from the Proposed Grants Contingency Account to the Occupant Protection Enforcement Program Grant Account.

7C Grant, Peoria Police Department, Governor's Office of Highway Safety, Pedestrian, Bicycle and School Zone Safety Enforcement and Education, Overtime and Operational Equipment

Discussion and possible action to: a) authorize the City Manager to accept \$30,000 from the Governor's Office of Highway Safety for Peoria's Pedestrian and Bicycle Enforcement and Education Partnership, and School Zone Safety Enforcement and Education efforts; and b) approve a budget transfer in the amount of \$30,000 from the Proposed Grants Contingency Account to the Occupant Protection Enforcement Program Grant Account for Overtime and Operational Equipment.

8C Grant, Peoria Police Department, Governor's Office of Highway Safety, Speed and Traffic Enforcement Equipment

Discussion and possible action to: a) authorize the City Manager to accept a grant in the amount of \$10,744 from the Governor's Office of Highway Safety for Speed and Traffic Enforcement Equipment; and b) approve a budget transfer in the amount of \$10,744 from the Proposed Grants Contingency Account to the Occupant Protection Enforcement Program Grant Account for operational equipment.

9C Grant, Peoria Fire Department, U.S. Department of Homeland Security, Arson Investigation Training

Discussion and possible action to a) accept a grant in the amount of \$1,200 from the U.S. Department of Homeland Security for Arson Investigation Training; and b) approve a budget transfer in the amount of \$1,200 from the proposed Grant Contingency Account to the Fire Department Training Grant Account for arson investigation training.

REGULAR AGENDA

NEW BUSINESS

10R Public Hearing-Liquor License, Various locations

PUBLIC HEARING: RE: a) a New Restaurant Liquor License (Series 12) for Bibiano's Mexican Restaurant, located at 10651 W. Olive Avenue #106, Marizza A. Montoya, Applicant, LL#20002596; and b) a Person to Person Transfer for an On-Sale all Liquor License (Series 06) for The Curve on Peoria Bar & Grill, located at 8455 W. Peoria Avenue, Diane M. Cooper-Frias, Applicant, LL#20003638.

Staff Report:

OpenPublic Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the State Liquor Board for a) a New Restaurant Liquor License (Series 12) for Bibiano's Mexican Restaurant, located at 10651 W. Olive Avenue #106, Marizza A. Montoya, Applicant, LL#20002596; and b) a Person to Person Transfer for an On-Sale all Liquor License (Series 06) for The Curve on Peoria Bar & Grill, located at 8455 W. Peoria Avenue, Diane M. Cooper-Frias, Applicant, LL#20003638.

11R Rezoning, 75th Avenue and Jomax Road, Aloravita Planned Community District

Discussion and possible action to concur with the Planning & Zoning Commission to adopt **ORD. 2011-21** rezoning approximately 1,262 gross acres of property, generally located at the northeast and southwest corners of Jomax Road and 75th Avenue (alignment), from General Agricultural (AG) to Planned Community District (PCD). (Z 08-02)

12R Development Agreement, 75th Avenue and Jomax Road, Aloravita Development

Discussion and possible action to approve a Development Agreement with Aloravita I/II, LLC pertaining to the proposed Aloravita planned community of approximately 1,262 gross acres (2.0 square miles), generally located at the northeast and southwest corners of Jomax Road and 75th Avenue (alignment).

13R Budget Amendment, Arizona Department of Water Resources Municipality Fee

Discussion and possible action to authorize a budget amendment in the amount of \$191,938 from the Water Fund Contingency Account to the Water Fund Water Supply Arizona Department of Water Resources Water Resources Fee Payment Account.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

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

Reports from the City Manager:

1. Council Calendar
2. Reports with Presentation
 - a. Organizational Strategic Plan Update
3. Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)
 - a. Seniors and Law Enforcement Together "S.A.L.T. Conferences"

**Reports from City Council:
Reports from the Mayor:**

ADJOURNMENT

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

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

PRES. #1

Date Prepared: October 5, 2011

Council Meeting Date: October 18, 2011

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

Purpose:

This is a request for City Council to present a plaque and Certificate of Appointment to Ian Mullane for his recent appointment, as an alternate member, to the Youth Advisory Board.

Background/Summary:

Newly appointed Board and Commission members are invited to attend a Regular City Council meeting to personally accept a plaque and Certification of Appointment from the Mayor and City Council.

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 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.

On October 4, 2011 City Council approved Resolution No. 2011-92 appointing Ian Mullane to the Youth Advisory Board.

Options:

This is a presentation item only.

Staff's Recommendation:

That the Mayor and City Council present a Certificate of Appointment Ian Mullane who was appointed, by Resolution, to the Youth Advisory Board at the October 4, 2011 City Council meeting.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

Ian Mullane has been invited to the October 18, 2011 City Council meeting to receive his plaque and Certificate of Appointment to the Youth Advisory Board.

Exhibit(s): There are no exhibits.

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

PRES. #2

Date Prepared: October 5, 2011

Council Meeting Date: October 18, 2011

TO: Honorable Mayor and City Council
FROM: Carl Swenson, City Manager
SUBJECT: Recognition of Firefighter Brian Escamillo

Purpose:

This request is for the City Council to recognize one of our own, Firefighter Brian Escamillo, on his return from a military tour of duty.

Background/Summary:

Firefighter Escamillo joined the City of Peoria in August 2006. He was deployed from June 2010 to June 2011 for "**Operation Enduring Freedom**." Firefighter Escamillo was at forward operating base Farad located in Farad Province, southwestern Afghanistan.

His primary duties as an Infantryman/Rifleman consisted of providing personnel and convoy security for the Provincial Reconstruction Team. The team consisted of U.S. Government officials, engineers, doctors, medics, key tribal leaders and village elders to assist in the rebuilding of a stable Government and its infrastructure.

Previous Actions:

No previous actions taken.

Options:

This is for presentation purposes only.

Staff's Recommendation:

That Council recognizes Firefighter Brian Escamillo for his service to our country.

Fiscal Analysis:

No fiscal analysis is required for this presentation.

Narrative:

Recognition of Firefighter Brian Escamillo for his service to our country.

Exhibit(s):

None submitted.

Contact Name and Number: Claudia Luján, (623) 773-7739

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

PRES. #3

Date Prepared: September 20, 2011

Council Meeting Date: October 18, 2011

TO: Mayor and City Council
FROM: Claudia Lujan, Assistant to City Manager
SUBJECT: 2011 Sister City Young Ambassador Exchange Presentation

Purpose:

This is a presentation by Peoria Young Ambassador Delegates to update the City Council and highlight the 2011 youth exchange program.

Background/Summary:

In 2002, the City of Peoria and the Borough of Ards, Northern Ireland formalized sister city relations with the signing of a partnership agreement between the two cities. In 2004, the first youth exchange between the two cities took place. Each year since, resident high school-aged youth participate as hosts for two weeks, followed by a two-week home-stay experience abroad. To date, twenty-eight youth from each of the two cities have exchanged cultures through this program.

Previous Actions:

The Young Ambassadors provide an annual presentation to Council highlighting memorable events from their exchange and travels abroad.

Options:

This is for presentation purposes only.

Staff's Recommendation:

This is for presentation purposes only.

Fiscal Analysis:

This is for presentation purposes only.

Narrative:

At the October 18, 2011, City Council meeting this year's Peoria Young Ambassador Delegation will make a brief presentation to the Mayor and City Council about the recent cultural exchange and the exchange of centennial time capsules.

Contact Name and Number: Terri Smith; City Council Assistant; (623) 773-7328

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

PRES. #4

Date Prepared: August 30, 2011

Council Meeting Date: October 18, 2011

TO: Carl Swenson, City Manager

FROM: Briana Decker, Council Assistant

THROUGH: Tammy Shreeve, Council Office and Grant Program Manager

SUBJECT: U.S. Constitution Event

Purpose:

This is a request for City Council to acknowledge the students who won the 11th Annual U.S. Constitution Contest.

Background/Summary:

Each year in September, the City of Peoria organizes a Constitution Contest for Peoria students as a way to celebrate the U.S. Constitution. This is the 11th annual contest.

The purpose of the contest is to promote an understanding of the United States Constitution to school aged children. Councilmember Joan Evans has aligned the grade appropriate topics to the State Social Studies Standards. Students in kindergarten must create a poster illustrating how they are a responsible citizen. Students in first through fourth grades must illustrate on a poster and include one to four sentences on how they are a responsible citizen. Fifth through eighth grade students must write an essay on how the Constitution affects their daily life. Students in the ninth through twelfth grades must write an essay on which amendment, besides the First, they believe is the most important.

The entries were collected and judged by individual teachers as well as select City of Peoria representatives. The City Council will recognize the students that won first, second and third place in each category, during the October 18, 2011 Council meeting. The Constitution event winners will receive Target gift certificates. A \$1,500 college scholarship will be presented to a high school junior or senior as a grand prize for the event.

Previous Actions:

No previous actions taken or required.

Staff's Recommendation:

Staff recommendation is to announce the winners of the U.S. Constitution Contest at the Council Meeting on October 18, 2011

Fiscal Analysis:

NA

Narrative:

NA

Exhibit(s):

NA

Contact Name and Number: Briana Decker (623) 773-5133

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
September 20, 2011

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

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

Members Absent: None

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Roy Minter, Police Chief; Wynette Reed, Human Resources Director; Jeff Tyne, Interim Community Services Director; Claudia Luján, Assistant to the City Manager; Rhonda Geriminsky; Chief Deputy City Clerk.

Audience: Approximately 5 members of the public were present.

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

CONSENT AGENDA

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

1C Authorization to Hold an Executive Session

Pursuant to A.R.S. § 38-431.03: Authorized the holding of an Executive Session for the purpose of discussion with legal counsel for legal advice on appeal of Solberg vs. Arizona State Retirement System. (Pursuant to A.R.S. § 38-431.03(A)(3)).

ADJOURNMENT:

Being no further business to come before Council on the Consent Agenda, Mayor Barrett adjourned the Special Meeting at 5:01 p.m.

Mayor Barrett convened the **Study Session Meeting** of the City Council of the City of Peoria, Arizona at 8401 West Monroe Street in open and public session at 5:01 p.m.

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

Members Absent: None

STUDY SESSION AGENDA

Subjects for Discussion Only:

1. Fireworks Update

Steve Kemp, City Attorney, provided an update regarding the sale of fireworks within the City of Peoria. Mr. Kemp provided information regarding:

- House Bill 2246
- Review of Existing Zoning Regulations for Indoor Retail Sales
- Outdoor Seasonal Sales

Discussion ensued regarding specific zoning of land for outdoor seasonal sales.

Mr. Kemp provided additional information regarding:

- General regulations
- Local statistics
- Policy approaches

Discussion ensued regarding:

- Council timeframes for changing the fireworks policy
- Stakeholder input
- Limiting days for fireworks use
- Use of fireworks in violation of the law
- Peoria Police response to the use of fireworks
- Keeping fireworks usage within the City of Peoria illegal
- Safety concerns with the use of fireworks

- Requirement for experience to sell fireworks
- Conditional Use Permits for the sale of fireworks
- Subcommittee review

2. Amendment, Council Policy 1-8, Evaluation Format, Charter Officers

Steve Kemp, City Attorney, provided background information related to Council Policy 1-8 regarding the evaluation format for charter officers. The amended policy proposes the following:

- Change the City Attorney and Municipal Court Judge evaluations to be held at the end of the year rather than in the middle of the year; and
- Change the Council Policy to ensure that charter officers are evaluated by the Council as a whole rather than by a Council Subcommittee.

Discussion ensued regarding:

- Facilitators for performance evaluations of charter officers
- Continuing a mid-year evaluation in June
- Performance review cycles
- Cost of facilitators
- Review panel for evaluations

Council consensus was to keep the evaluations mid-year and have charter officers evaluated by the Council as a whole.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

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

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:52 p.m.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting and Study Session of the City Council of Peoria, Arizona held on the 20th day of September, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 4th day of October, 2011.

(Seal)

Wanda Nelson, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
September 20, 2011

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

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

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

Members Absent: None

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Andy Granger, Engineering Director; Katie Gregory, Interim Management and Budget Director; Stacy Irvine, Interim Fire Chief; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Bill Mattingly, Public Works and Utilities Director; Brent Mattingly, Finance Director; Roy Miller, Police Chief; John Schell, Intergovernmental Affairs Director; Jeff Tyne, Interim Community Services Director; Scott Whyte, Economic Development Services Director; Claudia Luján, Assistant to the City Manager; Rhonda Geriminsky; Chief Deputy City Clerk.

Audience: Approximately 45 members of the public were present.

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

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

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

PRESENTATION:

1. Mayor Barrett and Vice Mayor Carlat presented a Certificate of Appointment to Michael Evans who was appointed to the Library Board.

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 Minutes

Approved the minutes of:

September 6, 2011 Special and Study Session Meeting
September 6, 2011 Regular Meeting
September 9, 2011 Council Workshop Meeting
September 13, 2011 Special and Study Session Meeting

2C Contract, Greater Phoenix Economic Council, Economic Development Activities

Authorized the City Manager to renew the service contract with the Greater Phoenix Economic Council for Fiscal Year 2012.

3C Grant, Library Services and Technology Act, Main Library

- a) Accepted a Library Services and Technology Act Grant; and
- b) Approved a budget transfer from the Proposed Grant Contingency Account to the Office Equipment and Furniture Program Account in the amount of \$8,180.

4C Grant, Target, Craft Supplies, Sunrise Mountain Library

- a) Accepted a grant from Target for craft supplies to be used at Sunrise Mountain Library; and
- b) Approved a budget transfer from the Proposed Grant Contingency Account to the Recreation Supplies Account in the amount of \$2,000.

5C Agreement, Water Service Termination and Sharing of Information, Water Consumption with Arizona American Water Company

Approved an Agreement for Water Service Termination and Sharing of Information regarding Water Consumption with Arizona American Water Company.

6C Lease Agreement, Lighthouse Apostolic Ministries, City Owned Property, 83rd Avenue and Washington Avenue

Authorized the City Manager to sign a new lease agreement with Lighthouse Apostolic Ministries for city owned property on 83rd Avenue and Washington Avenue.

7C Intergovernmental Agreement, Arizona Department of Transportation, Federal Highway Administration Pilot Test Version of the Sustainable Highways Self-Evaluation Tool (INVEST)

Approved an Intergovernmental Agreement with the State of Arizona, Department of Transportation for the Federal Highway Administration INVEST Project.

8C Memorandum of Understanding, Maricopa County, United States Department of Justice Edward Byrne Memorial Justice Assistance Grant

- a) Entered into a Memorandum of Understanding with Maricopa County in order to accept a pass-through grant award from the United States Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$27,193 for the purchase of tasers and holsters for use by the Police Department; and
- b) Approved a budget transfer in the amount of \$27,193 from the Proposed Grants Contingency Account to the Justice Assistance Grant Award Account for weapons and accessories.

9C Right-of-Way Acquisitions, Lake Pleasant Parkway - Westwing Parkway to Loop 303

RESOLUTION NO. 2011-91

A RESOLUTION OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA DECLARING A PUBLIC NEED AND NECESSITY AND A PUBLIC USE; AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO ACQUIRE ON BEHALF OF THE CITY OF PEORIA THROUGH DONATION, OUTRIGHT PURCHASE OR UNDER THE POWER OF EMINENT DOMAIN FOR PUBLIC PURPOSES OF ALL INTEREST IN CERTAIN DESCRIBED REAL PROPERTY IN THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, IN ORDER FOR THE CITY TO PROPERLY AND ADEQUATELY IMPROVE AND DEVELOP LAKE PLEASANT PARKWAY FROM WESTWING PARKWAY TO THE LOOP 303 AS A MATTER OF PUBLIC NEED AND NECESSITY; REFERENCING TITLE 12 OF STATE LAW CONCERNING THE EXERCISE OF EMINENT DOMAIN FOR PUBLIC ROADS, STREETS, AND PUBLIC SAFETY PURPOSES; STATING THE CONCLUSION OF THE PLANNING AND

COMMUNITY DEVELOPMENT DEPARTMENT THAT THE ACQUISITION IS IN CONFORMITY WITH THE ADOPTED GENERAL PLAN; AS A MATTER OF PUBLIC NEED AND NECESSITY AND DECLARING AN EMERGENCY.

Adopted **RES. 2011-91** authorizing the acquisition of property on Lake Pleasant Parkway from Westwing Parkway to Loop 303 to accommodate street widening improvements by donation, outright purchase or the exercise of the power of eminent domain and declaring an emergency.

10C Budget Amendments, Fiscal Year 2011

Approved Fiscal Year 2011 year end budget amendments.

REGULAR AGENDA

NEW BUSINESS

11R PUBLIC HEARING - Liquor License, Various Locations

Staff Report/Public Comment:

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

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

- a) A New Restaurant Liquor License (Series 12) for Johnny Fox's Public House, located at 16100 N. Arrowhead Fountain Center, Randy D. Nation, Applicant, LL#20002201;
- b) A New Restaurant Liquor License (Series 12) for Smashburger #07, located at 9918 W. Happy Valley Road #1030, Andrea D. Lewkowitz, Applicant, LL#20003190; and
- c) A Location and Person Transfer for an On-Sale Wine & Beer Liquor License (Series 07) located at 10299 W. Carefree Highway, Kevin Montgomery, Applicant, LL#20003389.

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

Council Action: Motion was made by Councilmember Leone, seconded by Councilmember Aames to recommend approval to the State Liquor Board for:

- a) A New Restaurant Liquor License (Series 12) for Johnny Fox's Public House, located at 16100 N. Arrowhead Fountain Center, Randy D. Nation, Applicant, LL#20002201;
- b) A New Restaurant Liquor License (Series 12) for Smashburger #07, located at 9918 W. Happy Valley Road #1030, Andrea D. Lewkowitz, Applicant, LL#20003190; and
- c) A Location and Person Transfer for an On-Sale Wine & Beer Liquor License (Series 07) located at 10299 W. Carefree Highway, Kevin Montgomery, Applicant, LL#20003389.

Upon vote, the motion carried unanimously Z to 0.

12R PUBLIC HEARING - Annexation, Lake Pleasant Parkway and Mariposa Grande Drive

Staff Report/Public Comment:

Chris Jacques, Planning and Community Development Director, reported regarding the proposed annexation of approximately 1.23 acres of privately-owned property located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Drive.

PUBLIC HEARING: Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the proposed annexation of approximately 1.23 acres of privately-owned property located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Drive. (ANX11-0002)

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

COUNCIL ACTION:

No Council action taken.

13R PUBLIC HEARING - Annexation, 83rd Avenue and Banff Lane

Staff Report/Public Comment:

Chris Jacques, Planning and Community Development Director, reported regarding the proposed annexation of approximately 2.08 acres of privately-owned property located at the northeast corner of 83rd Avenue and Banff Lane.

PUBLIC HEARING: Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the proposed annexation of approximately 2.08 of privately-owned property located at the northeast corner of 83rd Avenue and Banff Lane.

Jim Salem addressed Council regarding the proposed annexation and requested that Council deny the proposed annexation.

Drew Bradley addressed Council and requested the Council deny the proposed annexation stating the Montessori school does not care about the citizens.

Lynnae Cisco addressed Council requesting the Council approve the proposed annexation. Ms. Cisco stated there are no plans to expand the Montessori school in the future.

Michael Hatch addressed Council and requested the Council deny the proposed annexation stating the property does not have a fence as promised and there are privacy and security issues.

Ellis Adrain addressed Council and requested the Council deny the proposed annexation stating he is against the request.

Discussion ensued regarding issues that need to be corrected first with Maricopa County before a determination can be made by the City on the proposed annexation.

Mayor Barrett declared the public hearing closed.

COUNCIL ACTION: No Council action required.

14R Annexation, Pinnacle Peak Road and Lake Pleasant Parkway

ORDINANCE NO. 2011-18

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

Chris Jacques, Planning and Community Development Director, provided information regarding the proposed annexation of approximately 2.49 acres located north of the intersection of Pinnacle Peak Road and Lake Pleasant Parkway. Mr. Jacques provided information regarding the annexation process.

Motion was made by Vice Mayor Carlat, seconded by Councilmember Aames, to adopt **ORD. 2011-18** approving the annexation of approximately 2.49 acres located north of the intersection of Pinnacle Peak Road and Lake Pleasant Parkway. (ANX10-0270)

Upon vote, the motion carried unanimously 7 to 0.

15R Rezoning, 75th Avenue and Jomax Road

ORDINANCE NO 2011-19

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA RE ZONING CE RTAIN P ROPERTY FROM GENERAL AGRICULTURAL (AG) T O P LANNED COMMUNITY DISTRICT (PCD); AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Barrett announced that Agenda Item 15R was pulled from the Agenda at staff request.

The discussion and possible action to concur with the Planning & Zoning Commission to adopt **ORD. 2011-19** rezoning approximately 1,262 gross acres of property, generally located at t he nor theast and s outhwest c orners of J omax Road and 75th Avenue (alignment), from General Agricultural (AG) to Planned Community District (PCD) was pulled from the agenda. (Z 08-02)

No Council action taken.

16R Local Historic Landmark Designation, Palo Verde Ruin Historic Landmark Designation

ORDINANCE NO 2011-20

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA DESIGNATING A PORTION OF THE PALO VERDE RUIN AS A LOCAL HISTORIC LANDMARK TO BE LISTED ON THE CITY OF PEORIA REGISTER OF HISTORIC PLACES AND PROVIDING HISTORIC PR ESERVATION O VERLAY Z ONING FOR SAID PROPERTY; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

Melissa Sigmund, Planner, provided an overview of the request to concur with the Historic Preservation Commission and the Planning and Zoning Commission to adopt **ORD. 2011-20** designating the described portion of the Palo Verde Ruin as a Peoria Local Historic Landmark hav ing H istorical P reservation O verlay Z oning and pl acing i t on t he Peoria Register of Historic Places. Ms. Sigmund provided background regarding the Local Historic Landmark Designation.

Motion was made by Vice Mayor Carlat, seconded by Councilmember Evans, to concur with the Historic Preservation Commission and the Planning and Zoning Commission to adopt **ORD. 2011-20** designating the described portion of the Palo Verde Ruin as a Peoria Local Historic Landmark having Historic Preservation Overlay Zoning and placing it on the Peoria Register of Historic Places.

Upon vote, the motion carried unanimously 7 to 0.

17R Budget Amendment, Economic Development Job Fair

Scott Whyte, Economic Development Director, provided an overview of the request for a budget amendment for a job fair on October 12, 2011.

Motion was made by Councilmember Rivero, seconded by Councilmember Aames, to approve a budget amendment in amount of \$1,370 from the Economic Development Fund Contingency Account to the Economic Development Fund Community Promotions Account to be used for the job fair on October 12, 2011.

Upon vote, the motion carried unanimously 7 to 0.

18R Adoption, City Council Policy 1-10, Council Subcommittees

Councilmember Evans stated the process used to adopt the proposed Council Subcommittee policy was disappointing and she had hoped there would be more give and take in the process.

Richard Feyrer addressed the Council stating the Council Subcommittee meetings should not take place unless there is a quorum and requested the Council take into consideration that some citizens work and cannot attend meetings during work hours.

Vice Mayor Carlat stated Subcommittees are a good forum for vetting issues and citizens should be incorporated into the vetting process.

Discussion ensued regarding the proposed policy regarding Council Subcommittees.

Councilmember Leone reminded that the proposed policy will be readdressed in one year.

Motion was made by Councilmember Pearson, seconded by Councilmember Aames, to adopt the City Council Policy pertaining to Council Subcommittees.

Upon vote, the motion carried 4 to 3, with Mayor Barrett, Vice Mayor Carlat and Councilmember Evans voting "no".

19R Amendment, City Council Policy 1-8, Evaluation Format, Charter Officers

Steve Kemp, City Attorney, outlined the proposed revisions to the Council Policy 1-8.

Motion was made by Councilmember Evans, seconded by Councilmember Rivero, to amend Council Policy 1-8 pertaining to the Evaluation Format for Charter Officers.

Upon vote, the motion carried unanimously 7 to 0.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

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

Reports from the City Manager:

1. Council Calendar
2. Reports with Presentation
 - a. City of Peoria Partner Agency Assistance Policy

Carl Swenson, City Manager, stated the presentation regarding the City of Peoria Partner Agency Assistance Policy will be deferred to a Council Subcommittee.

- b. Legislative Update

John Schell, Intergovernmental Affairs Director, provided an update on the legislative session. Mr. Schell provided information regarding:

- Development Impact Fees
- Regulator reform
- Municipal taxes; auditors and collectors
- Managed competition
- Firearms
- Urban Revenue Sharing
- Grant Certificate of Necessity
- Revenue Allocation Authority

3. Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)

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

- a. Energy Efficiency and Conservation Block Grant Program

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended and encouraged residents to go to the Peoria Community Center. Councilmember Leone encouraged residents to attend the Organic Market at Park West on the third Saturday of each month.

Councilmember Rivero reported on an event he attended at Barney Park hosted by the Boys and Girls Club and thanked everyone who attended the event.

Councilmember Pearson congratulated Chief Minter for his North Peoria "Coffee with the Chief" on Saturday, which was a forum for information exchange between the residents and the Police Chief. Councilmember Pearson thanked City staff for their participation in drafting the new Council Subcommittee policy and stated that he looks forward to the new Council Subcommittees.

Councilmember Evans reported on the various City of Peoria activities she attended and reminded that Centennial Plaza is finishing up and will be dedicated on February 4th, 2012.

Vice Mayor Carlat encouraged citizens to get involved in the preservation and management of the ruins area at the Palo Verde Park.

Reports from the Mayor:

Mayor Barrett reported that he attended the Air Force ball on Saturday and discussed the acquisition of the F-35 with Luke Air Force Base Commander, General Harris –. Mayor Barrett explained the next steps in the process to acquiring the F-35 at Luke Air Force Base and encouraged residents to attend the upcoming public meeting and show their support for Luke Air Force Base.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:21 p.m.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Regular Meeting of the City Council of Peoria, Arizona held on the 20th day of September, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 4th day of October, 2011.

(Seal)

Wanda Nelson, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
October 4, 2011

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

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

Members Absent: Mayor Bob Barrett

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Katie Gregory, Interim Management and Budget Director; John Imig, Stacy Irvine, Interim Fire Chief; Information Technology Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Bill Mattingly, Public Works and Utilities Director; Brent Mattingly, Finance Director; Roy Minter, Dan Nissen, Assistant City Engineer; Police Chief; Wynette Reed, Human Resources Director; Jeff Tynes, Interim Community Services Director; Scott Whyte, Economic Development Services Director; Claudia Luján, Assistant to the City Manager; Rhonda Geriminsky; Chief Deputy City Clerk.

Audience: Approximately 10 members of the public were present.

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

CONSENT AGENDA

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

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

1C Appointments, Boards and Commissions

RESOLUTION NO. 2011-92

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

Approved t he r ecommendation f rom t he C ouncil S ubcommittee on B oards and Commissions A ppointments per taining t o t he f ollowing appoi ntments, and adopt the Resolution as presented:

Adopted **RES. 2011-92** appointing Jasmine Bejarano, as a r egular member, and I an 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)

RESOLUTION NO. 2011-101

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, A RIZONA, A UTHORIZING T HE EXECUTION O F A N A DOPTION A GREMENT W ITH INTERNATIONAL CITY M ANAGEMENT ASSO CIATION RETIREMENT CORPORATION (ICMA-RC) PROVIDING FOR THE ESTABLISHMENT OF A VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN FOR THE FIRE CHIEF AND AUTHORIZING THE CITY M ANAGER T O E XECUTE CERTAIN TRUST DOCUMENTS ON BEHALF OF THE CITY FOR THE ADMINISTRATION OF THE PLAN.

Adopted **RES. 2011-101** establishing a VantageCare Retirement Health Savings Plan for the F ire C hief w ith I nternational C ity/C ounty M anagement A ssociation - Retirement Corporation.

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

Approved 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

Approved 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

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.

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.

Approved the Petition for Formation and adopted **RES. 2011-93** intention and ordering formation of proposed Maintenance Improvement District No. 1123, Trilogy at Vistancia Parcel C8, located on Dixileta Parkway and Trilogy Boulevard; and adopted **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

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.

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.

Approved the Petition for Formation and adopted **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 adopted **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

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.

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.

Approved the Petition for Formation and adopted **RES. 2011-97** intention or dering formation of proposed Maintenance Improvement District No. 1098, Sunset Ranch IIA, located on Williams Road and 100th Avenue; and adopted **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

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.

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.

Approved the Petition for Formation and adopted **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 adopted **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

Approved 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

Authorized 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

Carl Swenson, City Manager, provided an overview of the process for implementing Council Subcommittees within the City of Peoria. Mr. Swenson discussed the following:

- Council Subcommittee assignments
- Roles and responsibilities of the Council Subcommittee members, staff liaisons, meeting coordinators and administrative support
- The proposed form to submit items to the Council Subcommittees for discussion; and
- Proposed first meeting actions

5:18 p.m. Vice Mayor Carlat adjourned the Special Meeting and Study Session.

7:30 p.m. Vice Mayor Carlat resumed the Regular Agenda.

REGULAR AGENDA

NEW BUSINESS

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

Steve Kemp, City Attorney, provided an overview of the request to approve a settlement agreement in the lawsuit between Horizontal Boring and Tunneling v. City of Peoria, et al.

Motion was made by Councilmember Rivero, seconded by Councilmember Leone, to approve the settlement agreement in the lawsuit between Horizontal Boring & Tunneling v. City of Peoria, et al.

Upon vote, the motion carried unanimously 6 to 0.

12R Council Subcommittee Appointments

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.

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.

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.

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.

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 SERVICES AND ESTABLISHING THE TERM OF OFFICE.

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.

Steve Kemp, City Attorney, outlined the proposed appointments for Council Subcommittees as proposed by Mayor Barrett.

Motion was made by Councilmember Aames, seconded by Councilmember Rivero, to adopt **RES. 2011-103** through **RES. 2011-108** related to Council Subcommittee Appointments.

Upon vote, the motion carried unanimously 6 to 0.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 7:33 p.m.

Bob Barrett, Mayor

ATTEST:

Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting and Study Session of the City Council of Peoria, Arizona held on the 4th day of October, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 18th day of October, 2011.

(Seal)

Wanda Nelson, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 3C

Date Prepared: October 3, 2011

Council Meeting Date: October 18, 2011

TO: Carl Swenson, City Manager
FROM: Jeff Tyne, Community Services Director
THROUGH: Susan J. Daluddung, Deputy City Manager
SUBJECT: Main Library - State Grants in Aid

Purpose:

This is a request for City Council to accept a grant in the amount of \$7,928 to update and expand the Spanish adult collection at the Library to benefit the Spanish speaking patrons of the community. Additionally, this request is to authorize the appropriate budget amendment.

Background/Summary:

County library districts and the eight cities with populations of 100,000 or more in Arizona qualify for an annual award from the state library system. The grants are used to improve library collections, provide education and training opportunities, improve programming for children and adults, and to acquire computers and automation of library procedures. Information about these awards is sent directly to eligible libraries.

The current Spanish language collection is aging (median average book age is 9 years old) and numbers fewer than 2,300 volumes. This collection is serving a Spanish speaking population of almost 18,000 persons, of whom over 10,000 speak Spanish as the primary language in the home. The grant funds, along with an equal number of matching funds will be used to purchase adult fiction and nonfiction books in Spanish and nonfiction educational books in English.

Previous Actions:

There has been no previous action on this item.

Options:

A: The Council can accept the approved grant.

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

C: Council can request additional information from staff.

Staff's Recommendation:

Recommend action to: a) accept the State Grant in Aid Grant; and b) and approve a budget transfer from the Proposed Grant contingency account to the books, periodicals and subscription account in the amount of \$7,928.

Fiscal Analysis:

The 100 percent matching funds required for this grant are available in the current operating budget. Staff requests a budget amendment in the amount of \$7,928 from Proposed Grant Contingency account 7990-7990-570000 to the books, periodicals and subscription program account 1000-1540-530002 to authorize the use of the funds.

Narrative:

If approved, staff will process the appropriation and purchase the appropriate materials.

Exhibit:

Exhibit 1: Letter of Appropriation

Contact Name and Number: Brenda Rehnke, Acting Library Manager 773-7131



ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS
A Division of the Secretary of State

PROVIDING ACCESS
Preserving Arizona

Janet Fisher, Acting State Librarian

Aug. 1, 2011

Brenda Rehnke
Library Director
Peoria Public Library
8463 W. Monroe St.
Peoria, AZ 85345

Dear Brenda:

The City of Peoria has been designated to receive \$7,928.00 to assist libraries in the 2012 fiscal year (7-1-11 through 6-30-12). The State Legislature appropriated this funding in general State Grants-in-Aid for this fiscal year. You'll find more information about the program at:
<http://www.lib.az.us/extension/grantsinaid.aspx>.

To receive these funds, submit an online application at <http://www.lib.az.us/alts/Login.aspx>. Follow these steps:

1. Login using your e-mail address and password. Unless you have previously established a password, your password has been set to the name of your county or city.
2. Select "Library Directory Admin," find your library and update your record. Press <SAVE> before exiting. This information appears in the State Library's Library Directory. A library's directory record may only be updated from the library director's login or by State Library staff.
3. Select "Grant" and begin a new SGIA grant. You will assign a password for the grant; this will allow other staff members from your library to access the grant, if you share the password. You will also need this password to complete your final report next year. Print the coversheet, narrative and certification, sign and mail to me.

The State Library monitors compliance of State Grants-in-Aid recipients, based on the regulations you will find at the program website. A final report is due by July 31, 2012, which will be completed online. The 2011 SGIA report, which is due July 31, 2011, should also be completed online. To do so, go back to your 2011 online application, and select "Final Report." Enter your report there, and then mail a copy of the final report and signed certification to: Laura Stone, Arizona State Library, 1700 W. Washington, Ste 200, Phoenix, AZ 85007. Please contact me at lstone@lib.az.us or 602-926-3469 if you have questions.

Cordially,

Laura Stone
Library Development

STATE CAPITOL

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4C

Date Prepared: September 21, 2011

Council Meeting Date: October 18, 2011

TO: Carl Swenson, City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Authorization to accept a grant from the Governor's Office of Highway Safety

Purpose:

This is a request for City Council to authorize the acceptance of funding from the Governor's Office of Highway Safety to deploy personnel for Speed Enforcement details and conduct a public education campaign regarding speed awareness.

Background/Summary:

The Peoria Police Department desires to accept funding provided by the Governor's Office of Highway Safety in the amount of \$15,000. This funding has been provided for deployment of personnel, on an overtime basis, for speed enforcement details and to conduct a public education campaign focusing on speed awareness.

The Police Department plans to use this funding to focus on accident reduction, speed enforcement and driver education. A media campaign will be launched announcing our enhanced speed enforcement projects and stressing the importance of adhering to posted speed limits.

This grant is reimbursable quarterly with funding through September 2012. Media releases announcing this grant award and specifying that funding is provided by the Governor's Office of Highway Safety will also be issued.

Previous Actions:

City Council has previously accepted grants from the Governor's Office of Highway Safety. This will be the eighth consecutive year that the Peoria Police Department has received grant funding from the Governor's Office of Highway Safety.

Options:

A: Accept a grant award in the amount of \$15,000 from the Governor's Office of Highway Safety which will be used for speed enforcement and public education, and approve a budget adjustment in the amount of \$15,000 from the Proposed Grants Contingency Account to the

Governor's Office of Highway Safety Grant Overtime Account, thus providing expenditure authority.

B: Choose not to accept the grant from the Governor's Office of Highway Safety which could reduce the total number of hours that could be used for speed enforcement and education efforts.

Staff's Recommendation:

Authorize the City Manager to accept \$15,000 from the Governor's Office of Highway Safety (GOHS) to be used by the Peoria Police Department for speed enforcement and education.

Fiscal Analysis:

Request a budget adjustment of \$15,000 from the Proposed Grants Contingency account (7990-7990-570000) to the Governor's Office of Highway Safety Grant Overtime Account (7515-7765-510200), thus providing expenditure authority.

Narrative:

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

Exhibit(s):

Exhibit 1: Grant Contract 2012-PT-049

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

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I.		CFDA: 20.600
1. APPLICANT AGENCY: Peoria Police Department	GOHS CONTRACT NUMBER: 2012-PT-049	
ADDRESS: 8351 W. Cinnabar Ave., Peoria, Arizona 85345	PROGRAM AREA: 402 -PT TASK: 1	
2. GOVERNMENTAL UNIT City of Peoria	AGENCY CONTACT: Sgt. Russell Scarborough	
ADDRESS: 8401 W. Monroe Street, Peoria, Arizona 85345	3. PROJECT TITLE:	
4. GUIDELINES: 402 - Police Traffic (PT)	Speed/Selective Traffic Enforcement and Education (STEP)	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal (402) funds will support Personnel Services (Overtime) to enhance Speed Enforcement and Education throughout the City of Peoria.		
6. BUDGET COST CATEGORY	Project Period FY 2012	
I. Personnel Services	\$ 15,000.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Other Expenses	\$0.00	
VIII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$15,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2012
CURRENT GRANT PERIOD	FROM: 10-01-2011	TO: 09-30-2012
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$15,000.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to an estimated 160,254 in 2010. This 47% growth in our population has resulted in a significant increase in vehicle traffic on our roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. Currently, there are more than 583 linear miles of roadway within the City of Peoria with more being developed.

Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$68,518 per year (2010 City of Peoria Community Profile). The Peoria Police Department consists of 288 employees who support a strong Community Oriented Policing philosophy, which shapes the way we conduct our daily business. With 187 authorized sworn positions, Peoria has approximately 1.17 officers per 1,000 residents. Other cities have indicated ratios of 2.01 officers per 1,000 residents (Phoenix), and 2.07 officers per 1,000 residents (Tempe).

The Peoria Police Department Traffic Services Unit (TSU) consists of seven speed enforcement officers, a commercial vehicle safety officer, an enforcement officer who focuses on vehicle crimes, and two nighttime enforcement officers who focus on DUI detection and prevention. To better serve the community there are two TSU sergeants; one assigned to our main station, and one assigned to our northern substation. With these limited resources covering a large geographic area, the department is challenged to provide proactive or targeted speed enforcement during the evening, when accident rates in Peoria have historically been 35 - 45% higher than other times of the day, and during the weekends.

Agency Problem:

The Peoria Police Department is requesting funding to support an Enhanced Speed Enforcement project in our city. This project augments Peoria Police Department efforts to enforce state and local speed limits during peak rush hour periods and during weekends. Peoria PD plans to utilize funding for the following activities:

- Deploying personnel, on an overtime basis, for Speed Enforcement details. This project augments the Peoria Police Department's efforts to enforce state and local speed limits during peak rush hour periods and during weekends.
- Conducting a new and innovative public education campaign that focuses on speed awareness.

According to the City of Peoria Demographic Profile for 2009, more than 96% of households in Peoria have at least one vehicle. That same report indicates that, for more than 94% of the

population in Peoria, a vehicle is the means of transportation to work. With this volume of vehicle traffic, the Peoria Police Department is challenged to maintain traffic safety on our roadways. In 2010, we saw a reduction of 7% in injury accidents as compared to 2009. In the same time frame, we saw an 11% reduction of the number of speed related injuries. While different factors play a role in this noteworthy decrease, we believe the increased traffic enforcement to be the driving force.

While some of our traffic statistics showed improvement, there were some numbers that caused concern. In particular, there were 5633 speed citations written in 2010, which is a 23.6% increase from the reported 4556 citations in 2009. In addition, the Traffic Services Unit (TSU) had a substantial increase in the number of callouts for very serious and/or fatal accidents (from 9 callouts in 2009 to 22 callouts in 2010). Accidents, particularly those related to following too closely, are an emerging area of concern for the Peoria Police Department. As an example, West Bell Road is an arterial roadway that runs through Peoria and carries a daily traffic count of 69,000 vehicles. With this very heavy traffic congestion throughout the day, Bell Road is typically one of our high collision roadways. Rarely, do we see collisions that result from speed; most are caused by vehicles following too close for the conditions. As you know, enforcement in this area can become a bit problematic due to the traffic volume.

We currently utilize a "speed trailer", as many agencies do, as an additional resource to gather information about speeding complaints. These systems are capable of recording speed data, which we later use to determine the extent of the problem within an area. A drawback to this method of data collection is that the data is skewed, due to the visibility of the speed trailer near the roadway. As drivers see the trailer they typically begin to slow, which results in slower speeds being collected rather than normal daily traffic speeds. This proposal includes a way to improve the collection of speed data. The Traffic Services Unit is focused on proactive and targeted traffic enforcement activities. With only 13 traffic officers and limited funding for overtime projects, the police department is challenged in its ability to address these problems. Our past and present success in actively enforcing Arizona traffic laws and educating the public has been made possible by the funds awarded by GOHS. Without this support, we would be less effective in our attempts to address these emerging traffic problems.

Agency Attempts to Solve Problem:

The Peoria Police Department has gone to great lengths to solve the problems that stem from speeding vehicles. As witnessed by the number of citations that we regularly write each year, we invest a considerable amount of time and energy in enforcing the State's traffic laws. As some of the new roadways have been opened in our city, we have addressed anticipated challenges by concentrating our speed enforcement efforts over a short period of time. Although concentrated enforcement was effective for a time, extended enforcement was not possible due to costs and staffing limitations.

Our Traffic Services Unit (TSU) has piloted several innovative traffic safety programs to address vehicle collision reduction. TSU Sergeants compile monthly crash data statistics and use that information for data driven deployment of personnel. We have found that sporadic use of plain clothed officers to assist via covert speed enforcement works well in high demand areas.

Likewise, we have found that deterrence through high visibility and public education has been another effective enforcement tool. We continue to work towards a balance of various types of traffic enforcement.

The City uses enforcement tools such as Photo Red Light (cameras currently installed at four major intersections in Peoria) in the hope that the number of collisions is reduced. In 2009, the Department created a Traffic Services position that focused on speed enforcement during the afternoon and evening rush hour traffic. This position proved to be highly effective, averaging more than 150 motorist contacts each month. However, in 2010 this position was absorbed to fill an unexpected vacancy in our Commercial Vehicle Safety program, and has not been reinstated.

We are always looking for methods that will result in closer compliance to our state's traffic laws. In 2010, we conducted several speed reduction and enforcement projects. Our efforts included coordinating multi-agency task force events, and educating motorists about speeding, distracted driving, and traffic laws. We provided traffic safety information and instruction during our Citizen's Police Academy, which is held once each year. We also taught at our local high schools in order to promote traffic safety amongst the newest and least experienced drivers.

The TSU Sergeants sit on a city committee which incorporates supervisors and managers from various departments throughout the City. Participation in this committee allows the Police Department to have direct input to traffic issues from design to enforcement. We also benefit by having an open line with City engineers and traffic planners. Many of the speed limits, striping plans, and street signage has been adopted or modified based on input from the Peoria Police Department.

In 2010, our Speed Trailers were deployed for more than 5,376 hours. We find that these trailers are an added resource for both the collection of speed data, and a deterrent to speeding.

Agency Funding:

Federal (402) funds will support Personnel Services (Overtime) to enhance Speed Enforcement and Education throughout the City of Peoria.

How Agency Will Solve Problem With Funding:

Peoria Police Department plans to continue to focus on accident reduction, speed enforcement, and driver education; and will focus on the following objectives:

- Working with our Public Information Officer, we will launch a media campaign announcing our enhanced speed enforcement projects, and stressing the importance of adhering to posted speed limits. The campaign will target television, radio, and print media.
- Use our media contacts to promote and explain our new public education activities that utilize a life sized cutout of an enforcement officer, as well as large hand-held sign to encourage motorists to slow down.

- Establish a schedule for “Enhanced Speed Enforcement” activities prior to January 1, 2012. Activities will take place throughout the grant cycle.
- Collect data regarding motorists who are driving over the posted speed limit (or violating other traffic laws) throughout the grant period.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2010)	TWO YEARS AGO (2009)	THREE YEARS AGO (2008)
TOTAL FATAL COLLISIONS	7	2	12
TOTAL INJURY COLLISIONS	548	588	629
TOTAL COLLISIONS INVESTIGATED			
ALCOHOL-RELATED FATALITIES	2	0	6
ALCOHOL-RELATED INJURIES	49	37	95
SPEED-RELATED FATALITIES	1	0	2
SPEED-RELATED INJURIES	137	155	134
PEDESTRIAN FATALITIES	3	0	0
PEDESTRIAN INJURIES	10	8	6
BICYCLE FATALITIES	0	0	2
BICYCLE INJURIES	19	11	9
TOTAL DUI ARRESTS	569	524	595
*TOTAL EXTREME DUI .15 ARRESTS	0	0	0
*TOTAL AGGRAVATED DUI ARRESTS	0	0	0
DUI ALCOHOL ARRESTS – 21 AND OVER	495	454	524
DUI-DRUG ARRESTS – 21 AND OVER	0	0	0
DUI ALCOHOL ARRESTS – UNDER 21	74	70	71
DUI-DRUG ARRESTS – UNDER 21	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	50	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (UNDER 21)	0	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (OVER 21)	0	0	0
TOTAL AGENCY CITATIONS	0	0	0
SPEED CITATIONS	5633	4556	5115
CHILD SAFETY SEAT CITATIONS	73	86	65
SEAT BELT CITATIONS	1119	639	466
RED LIGHT RUNNING CITATIONS	4577	8373	15102

GOALS/OBJECTIVES:

Federal (402) funds will support Personnel Services (Overtime) to enhance Speed Enforcement and Education throughout the City of Peoria. The following goals and objectives shall be accomplished as a result of this funding:

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in Selective Traffic Enforcement Program (STEP).
- To reduce the total number of persons killed in traffic collisions by **15%** from the calendar 2010 base year total of **7 to 6** by December 31, 2012.
- To reduce the total number of persons injured in traffic collisions by **10%** from the calendar 2010 base year total of **548 to 493** by December 31, 2012.
- To maintain or reduce the total number of speed related fatal collisions from the calendar 2010 base year total of **One (1)** by December 31, 2012.
- To reduce the total number of speed related injury collisions by **10%** from the calendar 2010 base year total of **137 to 123** by December 31, 2012.
- To increase the total number of speed citations by **10%** from the calendar 2010 base year total of **5633 to 6100** by December 31, 2012.
- To conduct **Three (3)** highly publicized speed enforcement operations by September 30, 2012.
- To initiate a police department/neighborhood speed alert program by September 30, 2012.
- To make **One (1) Roll-Call training presentations** for DUI, Speed, Occupant Restraints etc., by September 30, 2012.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speeding in terms of money, criminal and human consequences.**
- To develop a Speed Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

METHOD OF PROCEDURE:

The Peoria Police Department will implement the following strategies to meet the outlined goals and objectives:

- To improve the enforcement of traffic safety laws intended to reduce death, injury and property damage and promote roadway safety, by strict and consistent enforcement.
- Identify most dangerous roads (Speed-Related Issues) within specific geographic area respective community. Deploy enforcement efforts based upon identification process.
- Include speed and traffic enforcement as part of other enforcement programs (i.e., DUI and occupant protection).
- Partner with other city, county, tribal and state police agencies to develop of multi-agency enforcement task forces for multi-jurisdictional traffic saturations that provide primary focus to traffic law violations in connected communities within the same county.
- Provide public information and education on the effects of excessive vehicle speed and hazardous traffic violations.
- Train officers in speed measurement devices through certified courses.
- To encourage law enforcement agencies to use changeable message signs to promote traffic safety messages and operations.

And, in addition, it is the responsibility of the Peoria Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 1000 hours the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being denied.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Peoria Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment
- Quarterly Enforcement Form
- Appropriate signatures

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Chief Roy Minter, Peoria Police Department, shall serve as Project Director.

Sgt. Russell Scarborough, Peoria Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings

- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Total Awarded Amount	Type of Monitoring
Under \$15,000,00	Desk Review/Phone Conference
\$15,000-\$50,000	In-House GOHS Review
\$50,000+	On-Site
Capital Outlay \$5,000+ (Single Item)	On-Site
Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$15,000.00
II.	Employee Related Expenses <i>Please Note Entire ERE Will Be Absorbed by Peoria Police Department</i>	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$15,000.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb expenditures in excess of **\$15,000.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month _____ Day _____ Year _____

Contract Number: 2012-PT-049

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Total Collisions Investigated			TOTAL DUI ARRESTS		
Alcohol-Related Collisions			Of total how many are EXTREME .15+ DUI		
Alcohol-Related Fatalities			Of total how many are AGGRAVATED DUI		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 years and over		
Speed-Related Collisions			Average BAC – 21 years and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21 years		
Speed Related Injuries			Average BAC – under 21 years		
Pedestrian Fatalities			DUI-Drug Arrests – 21 years and over		
Pedestrian Injuries			DUI-Drug Arrests – under 21 years		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Contacts		
TOTAL AGENCY CITATIONS			SOBER DESIGNATED DRIVERS CONTACTED		
Seat Belt Citations					
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____ Reporting Period

Contract Number: 2012-PT-049

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Total Collisions Investigated			TOTAL DUI ARRESTS		
Alcohol-Related Collisions			Of total how many are EXTREME .15+ DUI		
Alcohol-Related Fatalities			Of total how many are AGGRAVATED DUI		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 years and over		
Speed-Related Collisions			Average BAC – 21 years and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21 years		
Speed Related Injuries			Average BAC – under 21 years		
Pedestrian Fatalities			DUI-Drug Arrests – 21 years and over		
Pedestrian Injuries			DUI-Drug Arrests – under 21 years		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Contacts		
TOTAL AGENCY CITATIONS			SOBER DESIGNATED DRIVERS CONTACTED		
Seat Belt Citations					
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

HIGHWAY SAFETY CONTRACT

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HIGHWAY SAFETY CONTRACT

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SCHEDULE C

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments
The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will

not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will

discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):**

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: 623-773-7035 Fax Number: 623-773-7015

E-mail Address: teresa.corless@peoriaaz.gov

2. **Agency's Fiscal Contact:**

Name: Christen Wilcox

Title: Sr. Accountant

Telephone Number: 623-773-7344 Fax Number: 623-773-7033

E-mail Address: christen.wilcox@peoriaaz.gov

Federal Identification Number: 86-6003634

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345

(City, State, Zip Code)

Attn: Heather Cammarata

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Chief Roy W. Minter
Peoria Police Department

***Signature of Authorized Official of
Governmental Unit:***

Carl Swenson, City Manager
City of Peoria

Date

Telephone

Date

Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **402-PT, Task 1**, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|-----------|---------------------------------------------|-----------|---------------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <i><u>Authorization to Proceed Date</u></i> | | <u>\$15,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C

Date Prepared: September 14, 2011

Council Meeting Date: October 18, 2011

TO: Carl Swenson, City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Authorization to accept a grant from the Governor's Office of Highway Safety

Purpose:

This is a request for City Council to authorize the acceptance of funding from the Governor's Office of Highway Safety to enhance vehicle accident investigation capabilities.

Background/Summary:

The Peoria Police Department desires to accept funding provided by the Governor's Office of Highway Safety in the amount of \$25,000. This funding has been provided for Accident Investigation Equipment.

Funds will be used to purchase equipment which will modernize and enhance vehicle accident investigation capabilities including the collection of evidence and documentation of collision scenes. The new equipment is more technologically advanced, easier to setup and requires only one person to operate which will improve overall efficiency. This grant is reimbursable quarterly with funding through September 2012. Media releases announcing this grant award and specifying that funding is provided by the Governor's Office of Highway Safety will be issued.

Previous Actions:

City Council has previously accepted grants from the Governor's Office of Highway Safety. This will be the eighth consecutive year that the Peoria Police Department has received grant funding from the Governor's Office of Highway Safety.

Options:

A: Accept a grant award in the amount of \$25,000 from the Governor's Office of Highway Safety which will be used to purchase equipment to enhance vehicle accident investigations, and approve a budget adjustment in the amount of \$25,000 from the Proposed Grants Contingency Account to the Governor's Office of Highway Safety (GOHS) Grant account, thus providing expenditure authority.

B: Choose not to accept the grant from the Governor's Office of Highway Safety.

Staff's Recommendation:

Authorize the City Manager to accept \$25,000 from the Governor's Office of Highway Safety (GOHS) to be used by the Peoria Police Department to enhance traffic collision investigations.

Fiscal Analysis:

Request a budget adjustment of \$25,000 from the Proposed Grants Contingency account (7990-7990-570000) to the Governor's Office of Highway Safety (GOHS) Grant Other Equipment Account (7515-7765-542006), thus providing expenditure authority.

Narrative:

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

Exhibit(s):

Exhibit 1: Grant Contract 2012-AI-007

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

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I.		CFDA: 20.600
1. APPLICANT AGENCY: Peoria Police Department	GOHS CONTRACT NUMBER: 2012-AI-007	
ADDRESS: 8351 W. Cinnabar Ave., Peoria, Arizona 85345	PROGRAM AREA: 402 – AI TASK: 2	
2. GOVERNMENTAL UNIT City of Peoria	AGENCY CONTACT: Sgt. James Willis	
ADDRESS: 8401 W. Monroe Street, Peoria, Arizona 85345	3. PROJECT TITLE: Accident Investigation Equipment	
4. GUIDELINES: 402 – Accident Investigations (AI)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal (402) funds will support Capital Outlay: One (1) Robotic Total Station (Topcon IS 3sec Robotic Total Station) to enhance traffic collision investigations for subsequent criminal prosecution throughout the City of Peoria		
6. BUDGET COST CATEGORY	Project Period FY 2012	
I. Personnel Services	\$ 0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Other Expenses	\$0.00	
VIII. Capital Outlay	\$25,000.00	
TOTAL ESTIMATED COSTS	\$25,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2012
CURRENT GRANT PERIOD	FROM: 10-01-2011	TO: 09-30-2012
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$25,000.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to an estimated 160,254 in 2010. This 47% growth in our population has resulted in a significant increase in vehicle traffic on our roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. Currently, there are more than 583 linear miles of roadway within the City of Peoria with more being developed. Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$68,518 per year (2010 City of Peoria Community Profile).

The Peoria Police Department consists of 288 employees who support a strong Community Oriented Policing philosophy, which shapes the way we conduct our daily business. With 187 authorized sworn positions, Peoria has approximately 1.17 officers per 1,000 residents. Other cities have indicated ratios of 2.01 officers per 1,000 residents (Phoenix), and 2.07 officers per 1,000 residents (Tempe).

Our Traffic Services Unit (TSU) consists of seven speed enforcement officers, a commercial vehicle safety officer, an enforcement officer who focuses on vehicle crimes, and two nighttime enforcement officers who focus on DUI detection and prevention. To better serve the community there are two TSU sergeants; one assigned to our main station, and one assigned to our northern substation. TSU is solely responsible for the investigation of all serious injury and fatal vehicle collisions that occur within the City of Peoria. TSU is also responsible for the follow-up investigation of all hit and run vehicle accidents. Because of the complex nature of vehicle and crime scene documentation and the required expertise, TSU is also tasked with assisting the Criminal Investigations Section in diagramming major crime scenes.

Agency Problem:

The Peoria Police Department is requesting funding from the Governor's Office of Highway Safety (GOHS) to modernize our vehicle accident investigation capabilities, including the collection of evidence and documentation of collision scenes. These funds will be used to purchase state of the art equipment. Peoria Police Department would like to purchase the Topcon IS 3sec Robotic Total Station, to be used in the investigation of all serious injury and fatal vehicle collisions within our jurisdiction; and, to assist other West Valley agencies when requested.

According to the City of Peoria Demographic Profile for 2009, more than 96% of households in Peoria have at least one vehicle. That same report indicates that, for more than 94% of the population in Peoria, a vehicle is the means of transportation to work. With this volume of vehicle traffic, the Peoria Police Department is challenged to maintain traffic safety on our roadways.

The Traffic Services Unit (TSU) is responsible for the investigation of all serious injury and fatal collisions within the City of Peoria. Personnel are responsible for school zone enforcement, high collision roadway enforcement, addressing traffic complaints, hit and run follow-up investigations, special events, providing training to pre-academy/post-academy employees and other duties as required. Because of employee attrition caused by retirements, separations, and assignment rotations, TSU has lost valuable years of traffic investigation experience. New officers have been assigned to the unit, however, it will take years of training and experience before those officers can independently manage felony vehicle crimes cases to include vehicle homicides.

Due to the nature of the duties assigned to each officer, efficient time management is critical. Each week, two traffic officers are assigned (as on-call status) to respond to any serious injury and/or fatal collisions that occur in the City. Experience and training are key factors to ensure that officers responding to any accident are able to properly and efficiently investigate the scene. Although we have two traffic officers on-call for traffic investigations, the majority of serious injury and fatal collision investigations require more than just two investigators to thoroughly process the scene in a safe and effective manner. Other investigative functions, including vehicle assessments, witness interviews, photography, DNA and other evidence collection, and hospital follow-up investigations are divided up amongst other investigators and traffic officers.

Delays in processing collision scenes are not only caused by a lack of training and experience; but, also due to the type of equipment that is being used to collect crime scene data. Historically, these types of investigations cause major roadways to be closed to vehicle traffic for prolonged periods of time.

Agency Attempts to Solve Problem:

The City of Peoria is continually assessing the way that we do business, and what avenues are available to improve both the quality and the efficiency of our traffic collision investigations. At the beginning of the year, we reassigned one of our enforcement officers to be a full-time traffic investigator. We realize that this will affect our enforcement efforts; however, we are hoping that the outcome will be an increase in enforcement rather than a decrease. By assigning one officer to complete the majority of complex traffic investigations, we will allow the remaining officers to focus enforcement rather than being tied up in the office on investigative or administrative duties.

The Department has utilized the Nikon Total Station as the primary means of documenting/diagramming collision scenes. The drawback that most affects efficiency, especially as it pertains to a small investigative team like ours, is the time required to set up the system coupled with the number of officers that it takes to run the unit (a minimum of two officers). There is also the challenge of using this system in remote areas where there are few markers to gauge distance.

The Police Department has used the Nikon Total Station for more than five years. Technological advances have opened up the market to new measurement devices that are much easier to set up and that require only one person to operate thus improving overall efficiency. Through research,

we found that several agencies throughout the Valley are using updated systems for both traffic collision investigations and crime scene investigations. One such system is the Topcon IS 3sec Robotic Total Station System. This system is currently being deployed by the Department of Public Safety and the Tempe Police Department, and is being considered by the Town of Gilbert and the City of Scottsdale.

Agency Funding:

Federal (402) funds will support Capital Outlay: One (1) Robotic Total Station (Topcon IS 3sec Robotic Total Station) to enhance traffic collision investigations for subsequent criminal prosecution throughout the City of Peoria.

How Agency Will Solve Problem With Funding:

In order to achieve our goal of thorough and efficient vehicle collision investigations, as well as reducing the impact of these investigations on the general public, we will focus on the following objectives:

- Working with our Public Information Officer, we will launch a media campaign announcing the grant award, focusing on the enhanced capabilities of our Traffic Services Unit and the impact on the motoring public prior to December 1, 2011.
- Procure equipment within 45 days after receipt of Authorization to Proceed.
- Purchase the funded equipment and receive appropriate training for its use. The equipment will be utilized to investigate all serious injury and fatal vehicle collisions, as well as to support our Criminal Investigations Section with collection and documentation of evidence at major crime scenes as requested.
- Receive necessary training on the use of the new equipment prior to March 30, 2012, or within 45 days of receipt of equipment, whichever comes first.
- Provide investigative assistance to other West Valley agencies, whenever possible, through the assignment of TSU personnel and the needed equipment. Advanced Collision Investigations Training

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2010)	TWO YEARS AGO (2009)	THREE YEARS AGO (2008)
TOTAL FATAL COLLISIONS	7	2	12
TOTAL INJURY COLLISIONS	548	588	629
TOTAL COLLISIONS INVESTIGATED			
ALCOHOL-RELATED FATALITIES	2	0	6
ALCOHOL-RELATED INJURIES	49	37	95
SPEED-RELATED FATALITIES	1	0	2
SPEED-RELATED INJURIES	137	155	134
PEDESTRIAN FATALITIES	3	0	0
PEDESTRIAN INJURIES	10	8	6
BICYCLE FATALITIES	0	0	2
BICYCLE INJURIES	19	11	9
TOTAL DUI ARRESTS	569	524	595
*TOTAL EXTREME DUI .15 ARRESTS	0	0	0
*TOTAL AGGRAVATED DUI ARRESTS	0	0	0
DUI ALCOHOL ARRESTS – 21 AND OVER	495	454	524
DUI-DRUG ARRESTS – 21 AND OVER	0	0	0
DUI ALCOHOL ARRESTS – UNDER 21	74	70	71
DUI-DRUG ARRESTS – UNDER 21	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	50	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (UNDER 21)	0	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (OVER 21)	0	0	0
TOTAL AGENCY CITATIONS	0	0	0
SPEED CITATIONS	5633	4556	5115
CHILD SAFETY SEAT CITATIONS	73	86	65
SEAT BELT CITATIONS	1119	639	466
RED LIGHT RUNNING CITATIONS	4577	8373	15102

GOALS/OBJECTIVES:

Federal (402) funds will support Capital Outlay: One (1) Robotic Total Station (Topcon IS 3sec Robotic Total Station) to enhance traffic collision investigations for subsequent criminal prosecution throughout the City of Peoria. The following goals and objectives shall be accomplished as a result of this funding:

- Increase fatality and serious injury collision investigations for criminal prosecution by purchasing **One (1) Robotic Total Station (Topcon IS 3sec Robotic Total Station)** for vehicular crime unit.
- To maintain or reduce the total number of alcohol involved traffic fatalities from the calendar 2010 base year total of **Two (2)** by December 31, 2012.
- To reduce the total number of alcohol involved traffic injures by **10%** from the calendar 2010 base year total of **49 to 44** by December 31, 2012.
- To reduce the total number of persons killed in traffic collisions by **15%** from the calendar 2010 base year total of **7 to 6** by December 31, 2012.
- To reduce the total number of persons injured in traffic collisions by **10%** from the calendar 2010 base year total of **548 to 493** by December 31, 2012.
- To maintain or reduce the total number of speed related fatal collisions from the calendar 2010 base year total of **One (1)** by December 31, 2012.
- To reduce the total number of speed related injury collisions by **10%** from the calendar 2010 base year total of **137 to 123** by December 31, 2012.
- To develop an Accident Investigation operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

METHOD OF PROCEDURE:

The Peoria Police Department will implement the following strategies to meet the outlined goals and objectives:

- Implement a system of programs to deter alcohol/drug impaired driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.
- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.

- Identify most dangerous roads (Speed-Related Issues) within specific geographic area respective community. Deploy enforcement efforts based upon identification process.
- Include speed and traffic enforcement as part of other enforcement programs (i.e., DUI and occupant protection).
- Identify geographical areas of high incidents of pedestrians and bicycle collisions involving fatalities and/or injury collisions
- Conduct consistent high visibility enforcement in designated areas related to pedestrian and bicycle collisions involving fatalities and/or injury collisions
- Develop comprehensive community traffic safety prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high-risk behaviors.
- Provide traffic safety training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.
- Develop Public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing impaired driving fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.
- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.
- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.
- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to ***"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."***

And, in addition, it is the responsibility of the Peoria Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 1000 hours the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night,

Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being denied.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

One (1) Robotic Total Station (Topcon IS 3sec Robotic Total Station)

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director and/or Deputy Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Peoria Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Police Department further agrees to either give credit to the project cost or to another active highway

safety project for the residual value of such equipment in an amount to be determined by GOHS or to transfer or otherwise dispose of such equipment as directed by GOHS.

No equipment shall be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS.

The Peoria Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract.

The Peoria Police Department shall incorporate any equipment purchased under this Contract into its inventory records.

The Peoria Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Peoria Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **[One (1) Robotic Total Station (Topcon IS 3sec Robotic Total Station)]**.

Decals:

The Governor's Office of Highway Safety shall provide the Peoria Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Peoria Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

Major Equipment:

The definition of "major" equipment is tangible, non-expendable property having a useful life of more than one (1) year and an acquisition cost of \$5,000.00 or more per unit.

The Peoria Police Department shall e-mail their assigned GOHS project coordinator, a high quality color photograph of the [**One (1) Robotic Total Station (Topcon IS 3sec Robotic Total Station)**]. The Peoria Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Peoria Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment [**One (1) Robotic Total Station (Topcon IS 3sec Robotic Total Station)**]
 - Capital Outlay Equipment Form
- Quarterly Enforcement Form

- Appropriate signatures

Report Schedule

Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. ***Note:*** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Chief Roy Minter, Peoria Police Department, shall serve as Project Director.

Sgt. James Willis, Peoria Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings

- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Total Awarded Amount	Type of Monitoring
Under \$15,000,00	Desk Review/Phone Conference
\$15,000-\$50,000	In-House GOHS Review
\$50,000+	On-Site
Capital Outlay \$5,000+ (Single Item)	On-Site
Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee’s respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$25,000.00
	One (1) Robotic Total Station	
	(Topcon IS 3sec Robotic Total Station)	
	TOTAL ESTIMATED COSTS	*\$25,000.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb expenditures in excess of **\$25,000.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month _____ Day _____ Year _____

Contract Number: 2012-AI-007

Total Collisions Investigated				TOTAL DUI ARRESTS	
Alcohol-Related Collisions				Of total how many are EXTREME .15+ DUI	
Alcohol-Related Fatalities				Of total how many are AGGRAVATED DUI	
Alcohol-Related Injuries				DUI Alcohol Arrests – 21 years and over	
Speed-Related Collisions				Average BAC – 21 years and over	
Speed-Related Fatalities				DUI Alcohol Arrests – under 21 years	
Speed Related Injuries				Average BAC – under 21 years	
Pedestrian Fatalities				DUI-Drug Arrests – 21 years and over	
Pedestrian Injuries				DUI-Drug Arrests – under 21 years	
Bicycle Fatalities				Youth Alcohol Violations Title 4	
Bicycle Injuries				Total Contacts	
TOTAL AGENCY CITATIONS				SOBER DESIGNATED DRIVERS CONTACTED	
Seat Belt Citations					
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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SCHEDULE C

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments
The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will

not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will

discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):**

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: 623-773-7035 Fax Number: 623-773-7015

E-mail Address: teresa.corless@peoriaaz.gov

2. **Agency's Fiscal Contact:**

Name: Christen Wilcox

Title: Sr. Accountant

Telephone Number: 623-773-7344 Fax Number: 623-773-7033

E-mail Address: christen.wilcox@peoriaaz.gov

Federal Identification Number: 86-6003634

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345

(City, State, Zip Code)

Attn: Heather Cammarata

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Chief Roy W. Minter
Peoria Police Department

***Signature of Authorized Official of
Governmental Unit:***

Carl Swenson, City Manager
City of Peoria

Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-AI, Task 2, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|--------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <u>Authorization to Proceed Date</u> | <u>\$25,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C

Date Prepared: September 13, 2011

Council Meeting Date: October 18, 2011

TO: Carl Swenson, City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Authorization to accept a grant in the amount of \$50,000 from the Governor's Office of Highway Safety

Purpose:

This is a request for the City Council to accept \$50,000 from the Governor's Office of Highway Safety (GOHS) for DUI Enforcement and Education.

Background/Summary:

The Peoria Police Department desires to accept funding provided by the Governor's Office of Highway Safety in the amount of \$50,000. This funding has been provided to support personnel services, on an overtime basis, to enhance DUI Enforcement and Education efforts in the City of Peoria. This includes participation in multi-agency DUI Task Force operations, and conducting intensive patrols during events that have experienced increased DUI incidents (i.e., Superbowl, Memorial Day Weekend, Fourth of July, etc.).

Previous Actions:

This is the fifth consecutive year that Peoria Police Department has been awarded DUI Enforcement and Education funds through this competitive process. The Council has approved all previous GOHS grant awards.

Options:

- A. Accept the awarded grant and continue to collaborate with GOHS.
- B. Do not accept the awarded grant, which would reduce the total number of hours that could be used for DUI Enforcement and Education efforts.

Staff's Recommendation:

Accept \$50,000 from the Governor's Office of Highway Safety (GOHS) for DUI Enforcement and Education.

Fiscal Analysis:

Request a budget adjustment of \$50,000 from the Proposed Grants Contingency account (7990-7990-570000) to the Occupant Protection Enforcement Program Grant account for overtime (7515-7765-510200).

Narrative:

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

Exhibit 1: Governor's Office of Highway Safety Contract 2012-410-001

Contact Name and Number: Brenda Hope (623) 773-7072.

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I.		CFDA: 20.601
1. APPLICANT AGENCY: Peoria Police Department	GOHS CONTRACT NUMBER: 2012-410-001	
ADDRESS: 8351 W. Cinnabar, Peoria, Arizona, 85345	PROGRAM AREA: 410 TASK: 1	
2. GOVERNMENTAL UNIT City of Peoria	AGENCY CONTACT: Sergeant James Willis	
ADDRESS: 8401 W. Monroe Street, Peoria, Arizona, 85345	3. PROJECT TITLE:	
4. GUIDELINES: 410 - Alcohol (AL)	DUI Enforcement and Education	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal (410) funds will support Personnel Services (Overtime) to enhance DUI enforcement and education throughout the City of Peoria.		
6. BUDGET COST CATEGORY	Project Period FY 2012	
I. Personnel Services	\$ 50,000.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Other Expenses	\$0.00	
VIII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$50,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2012
CURRENT GRANT PERIOD	FROM: 10-01-2011	TO: 09-30-2012
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$50,000.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to an estimated 160,254 in 2010. This 47% growth in our population has resulted in a significant increase in vehicle traffic on our roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. Currently, there are more than 583 linear miles of roadway within the City of Peoria with more being developed.

Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$68,518 per year (2010 City of Peoria Community Profile). As the population of Peoria has grown, there has been an increase in the number of eating and entertainment venues. The Peoria Entertainment District, which is home to a variety of bars and restaurants near the sports complex, continues to be an area that experiences a high volume of traffic. The Southern Entertainment district, which is on the border of the City of Glendale, has brought the department additional traffic enforcement challenges. The northern part of the city is experiencing tremendous growth, with new residential and commercial populations emerging. With this growth, the numbers of eating/drinking establishments are also increasing.

Agency Problem:

According to the City of Peoria Demographic Profile for 2009, more than 96% of households in Peoria have at least one vehicle. That same report indicates that, for more than 94% of the population in Peoria, a vehicle is the means of transportation to work. With this volume of vehicle traffic, the Peoria Police Department is challenged to maintain traffic safety on our roadways. In 2010, the department responded to 548 traffic accidents with injuries. This is a 6.8% decrease when compared to the reported 588 traffic accidents with injuries in 2009. There were 137 speed-related injuries, which is an 11.6% decrease from the 155 injuries reported in 2009. While different factors play a role in the improvement of these traffic statistics, we believe the increased enforcement made possible by GOHS to be the driving force. While some of our traffic statistics showed improvement, there were some numbers that caused some concern. There were 569 DUI arrests in 2010, which is an 8.6% increase from the reported 524 arrests in 2009. There were 49 alcohol related injuries in 2010, which is an increase of 32% from the reported 37 injuries in 2009. In 2010 there were fifteen accidents that involved very serious injuries, with six of these accidents involving alcohol and/or drugs. During 2010, the Traffic Services Unit (TSU) conducted several GOHS funded DUI details (Task Force events, Saturation Patrols) that focused on actively pursuing DUI offenders and educating the public.

DUI continues to be an area of concern for the Peoria Police Department. For years, the department has been working diligently to deal with the DUI offenses originating from the bars and restaurants in the Peoria Entertainment District. The development of the Southern Entertainment District along the southern border of Peoria and Glendale added to our DUI

enforcement challenges. Sporting events at the University of Phoenix Stadium or concerts at Jobing.com Arena bring their own problems. The recent growth in the northern portion of Peoria (in the area of 8300 W. Deer Valley) has brought us more businesses that serve alcohol. In reviewing statistics relating to DUI arrests, it was noted that patrol officers should be encouraged to play a bigger role in terms of DUI enforcement. The two nighttime DUI enforcement officers accounted for more than 40% of the total DUI arrests for 2010. Without this funding, we would be less effective in our attempts to address these serious alcohol-related traffic problems.

Agency Attempts to Solve Problem:

The City of Peoria works diligently to address the problems that stem from impaired driving. During special events, such as Spring Training, the city has authorized limited overtime for officers. The Peoria Sports Complex is the Spring Training and player development home of the San Diego Padres and Seattle Mariners, which equates to a large influx of citizens and visitors into the nearby Peoria Entertainment District. Whenever the Peoria Police Department identifies a large scale event where alcohol consumption will take place, additional officers are provided to detect and apprehend impaired drivers. Not only does the Peoria Police Department identify special events in the City of Peoria, but also in the neighboring City of Glendale.

Glendale's major entertainment area, Westgate City Center, is just south of Peoria. Sports and entertainment events, as well as traffic from restaurants and bars create more DUI drivers in Peoria. Although the Peoria Police Department has dedicated two traffic officers to focus on DUI enforcement during the evening hours, regular staffing is challenged to proactively address impaired driving. Our DUI enforcement efforts are enhanced through our participation in the West Side DUI Task Force. Last year we participated in 26 task force events, which yielded very positive results. We also hope to continue our "saturation patrols". Saturation patrols involve bringing in additional enforcement officers to assist in apprehending DUI offenders. Although we do not have a structured DUI education program, Peoria acknowledges the importance of DUI education, especially for youth. Local high schools periodically contact the department and request that an officer conduct DUI training for students. This important training is another means of deterring impaired driving.

Agency Funding:

Federal (410) funds will support Personnel Services (Overtime) to enhance DUI enforcement throughout the City of Peoria.

How Agency Will Solve Problem With Funding:

The purpose of this grant is to sustain the diligent DUI Enforcement and Education efforts that have shown the department so much success over the past several years. The Peoria Police Department would like to continue to be an active member of the West Valley DUI Task Force partnership, and would like to include "deterrence" activities to our DUI efforts.

We are requesting funding for the following activities:

- Deployment of personnel, on an overtime basis, on peak DUI nights for saturation patrols and DUI Task Force events. This would include deployment of the Peoria DUI Van.
- Providing DUI information at our local high schools, Police Citizen's Academies, Youth Citizen's Police Academy, the Explorer program and public events such as the Arizona's Getting Arizona Involved in Neighborhoods (GAIN) event.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2010)	TWO YEARS AGO (2009)	THREE YEARS AGO (2008)
TOTAL FATAL COLLISIONS	7	2	12
TOTAL INJURY COLLISIONS	548	588	629
TOTAL COLLISIONS INVESTIGATED			
ALCOHOL-RELATED FATALITIES	2	0	6
ALCOHOL-RELATED INJURIES	49	37	95
SPEED-RELATED FATALITIES	1	0	2
SPEED-RELATED INJURIES	137	155	134
PEDESTRIAN FATALITIES	3	0	0
PEDESTRIAN INJURIES	10	8	6
BICYCLE FATALITIES	0	0	2
BICYCLE INJURIES	19	11	9
TOTAL DUI ARRESTS	569	524	595
*TOTAL EXTREME DUI .15 ARRESTS	0	0	0
*TOTAL AGGRAVATED DUI ARRESTS	0	0	0
DUI ALCOHOL ARRESTS – 21 AND OVER	495	454	524
DUI-DRUG ARRESTS – 21 AND OVER	0	0	0
DUI ALCOHOL ARRESTS – UNDER 21	74	70	71
DUI-DRUG ARRESTS – UNDER 21	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	50	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (UNDER 21)	0	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (OVER 21)	0	0	0
TOTAL AGENCY CITATIONS	0	0	0
SPEED CITATIONS	5633	4556	5115
CHILD SAFETY SEAT CITATIONS	73	86	65
SEAT BELT CITATIONS	1119	639	466
RED LIGHT RUNNING CITATIONS	4577	8373	15102

***Do not total Extreme, Aggravated DUI, and DUI arrests. Document the total and percentage of all DUI arrests are Extreme and Aggravated.**

GOALS/OBJECTIVES:

Federal (410) funds will support Personnel Services (Overtime) to enhance DUI enforcement throughout the City of Peoria. The following goals and objectives shall be accomplished as a result of this funding:

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in DUI activities.
- To reduce or maintain the number of alcohol-involved traffic fatalities that would be (1) from the calendar 2010 base year total by December 31, 2012.
- To reduce the number of alcohol-involved traffic injuries 20% percent from the calendar 2010 base year total of 49 to 39 by December 31, 2012.
- To increase total department-wide DUI arrests by 15% percent from the calendar 2010 base year total of 569 to 655 by December 31, 2012.
- To conduct 6 DUI saturation patrols by September 30, 2012 and participate in an additional 6 DUI Task Force Operations by September 30, 2012.
- To work closely with community based organizations to promote traffic safety programs at both the neighborhood and community level by September 30, 2012.
- To conduct 6 DUI training sessions for enforcement personnel by September 30, 2012.
- Conduct one DUI Education session at each of the four high schools in Peoria prior to April 28, 2012.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI in terms of money, criminal and human consequences.**
- To develop a DUI Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

METHOD OF PROCEDURE:

The Peoria Police Department will implement the following strategies to meet the outlined goals and objectives:

- Implement a system of programs to deter alcohol/drug impaired driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.

- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Develop comprehensive community DUI prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high-risk behaviors.
- Provide DRE training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.
- Develop Public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing impaired driving fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.
- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.
- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.
- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to ***"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."***

And, in addition, it is the responsibility of the Peoria Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 1000 hours the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being denied.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the

media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Peoria Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment
- Quarterly Enforcement Form
- Appropriate signatures

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Chief Roy W. Minter, Peoria Police Department, shall serve as Project Director.

Sergeant James Willis, Peoria Police Department shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings

- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Total Awarded Amount	Type of Monitoring
Under \$15,000,00	Desk Review/Phone Conference
\$15,000-\$50,000	In-House GOHS Review
\$50,000+	On-Site
Capital Outlay \$5,000+ (Single Item)	On-Site
Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$50,000.00
II.	Employee Related Expenses <i>Please Note entire ERE will be absorbed by Peoria Police Department</i>	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$50,000.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb expenditures in excess of **\$50,000.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month _____ Day _____ Year _____

Contract Number: 2012-410-001

Description	Contract Total	Agency Total	Description	Contract Total	Agency Total
Total Collisions Investigated			TOTAL DUI ARRESTS		
Alcohol-Related Collisions			Of total how many are EXTREME .15+ DUI		
Alcohol-Related Fatalities			Of total how many are AGGRAVATED DUI		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 years and over		
Speed-Related Collisions			Average BAC – 21 years and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21 years		
Speed Related Injuries			Average BAC – under 21 years		
Pedestrian Fatalities			DUI-Drug Arrests – 21 years and over		
Pedestrian Injuries			DUI-Drug Arrests – under 21 years		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Contacts		
TOTAL AGENCY CITATIONS			SOBER DESIGNATED DRIVERS CONTACTED		
Seat Belt Citations					
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period _____

Contract Number: 2012-410-001

Description	Contract Total	Agency Total	Description	Contract Total	Agency Total
Total Collisions Investigated			TOTAL DUI ARRESTS		
Alcohol-Related Collisions			Of total how many are EXTREME .15+ DUI		
Alcohol-Related Fatalities			Of total how many are AGGRAVATED DUI		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 years and over		
Speed-Related Collisions			Average BAC – 21 years and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21 years		
Speed Related Injuries			Average BAC – under 21 years		
Pedestrian Fatalities			DUI-Drug Arrests – 21 years and over		
Pedestrian Injuries			DUI-Drug Arrests – under 21 years		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Contacts		
TOTAL AGENCY CITATIONS			SOBER DESIGNATED DRIVERS CONTACTED		
Seat Belt Citations					
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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SCHEDULE C

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. **Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. **Travel**

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. **Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments
The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will

not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will

discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: (623) 773-7035

Fax Number: (623) 773-7015

Email: Teresa.Corless@peoriaaz.gov

2. Agency's Fiscal Contact:

Name: Christen Wilcox

Title: Sr. Accountant

Telephone Number: (623) 773-7344

Fax Number: (623) 773-7033

Email: Christen.Wilcox@Peoriaaz.gov

Federal Identification Number: 86-6003634

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to: Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

8351 W. Cinnabar Avenue

Peoria, Arizona 85345

Attn: Brenda Hope

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

**Signature of Authorized Official of
Governmental Unit:**

Chief Roy W. Minter
Peoria Police Department

Carl Swenson, City Manager
City of Peoria



9-26-11 623-773-7059
Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **410-Alcohol, Task 1**, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|---------------------------|--------------------------------------|--------------------------|---------------------------|
| 2. | A. EFFECTIVE DATE: | | B. FEDERAL FUNDS: | |
| | | <u>Authorization to Proceed Date</u> | | <u>\$50,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C

Date Prepared: September 22, 2011

Council Meeting Date: October 18, 2011

TO: Carl Swenson, City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Authorization to accept a grant in the amount of \$30,000 from the Governor's Office of Highway Safety

Purpose:

This is a request for the City Council to accept \$30,000 from the Governor's Office of Highway Safety (GOHS) for Pedestrian and Bicycle Enforcement and Education, and School Zone Enforcement and Education.

Background/Summary:

The Peoria Police Department desires to accept funding provided by the Governor's Office of Highway Safety in the amount of \$30,000. This funding has been provided to support personnel services on an overtime basis, and to purchase materials in order to enhance Pedestrian and Bicycle Safety Education, and School Zone Enforcement throughout Peoria. This includes partnering with GOHS to host a Bike Rodeo for children and their families, conducting enhanced enforcement activities at schools during spring break and during the start of the school year, and providing school safety education by posting messages on electronic billboards.

Previous Actions:

This is the third consecutive year that the Peoria Police Department has been awarded funds targeting School Zone Enforcement and Education through this competitive process. The Council has approved all previous GOHS grant awards.

Options:

- A. Accept the awarded grant and continue to collaborate with GOHS.
- B. Do not accept the awarded grant, which would reduce the funding available for School Zone related enforcement and education.

Staff's Recommendation:

Accept \$30,000 from the Governor's Office of Highway Safety (GOHS) for Pedestrian and Bicycle Enforcement and Education, and School Zone Enforcement and Education.

Fiscal Analysis:

Request a budget adjustment of \$30,000 from the Proposed Grants Contingency account (7990-7990-570000) to the Governor's Office of Highway Safety Grant accounts (7515-7765).

Narrative:

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

Exhibit 1: Governor's Office of Highway Safety Contract 2012-PS-004

Contact Name and Number: Brenda Hope (623) 773-7072.

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I.		CFDA: 20.600
1. APPLICANT AGENCY: Peoria Police Department	GOHS CONTRACT NUMBER: 2012-PS-004	
ADDRESS: 8351 W. Cinnabar Ave., Peoria, Arizona 85345	PROGRAM AREA: 402 – PS TASK: 1, 2, 3	
2. GOVERNMENTAL UNIT City of Peoria	AGENCY CONTACT: Sgt. Russell Scarborough	
ADDRESS: 8401 W. Monroe Street, Peoria, Arizona 85345	3. PROJECT TITLE: Pedestrian/Bicycle Enforcement and Education and School Zone Enforcement and Education	
4. GUIDELINES: 402 – Pedestrian and Bicycle Safety (PS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal (402) funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials/Supplies: Education/Public Awareness, to enhance Pedestrian/Bicycle/School Zone Enforcement and Education throughout the City of Peoria.		
6. BUDGET COST CATEGORY	Project Period FY 2012	
I. Personnel Services	\$ 21,000.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$9,000.00	
VII. Other Expenses	\$0.00	
VIII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$30,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2012
CURRENT GRANT PERIOD	FROM: 10-01-2011	TO: 09-30-2012
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$30,000.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to an estimated 160,254 in 2010. This 47% growth in our population has resulted in a significant increase in vehicle traffic on our roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. Currently, there are more than 583 linear miles of roadway within the City of Peoria with more being developed.

Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$68,518 per year (2010 City of Peoria Community Profile). Peoria's largest increase in new roadway construction is the result of the development of new residential communities. From 2000 to 2007, residential streets alone accounted for 124 miles of new roadway construction. To accommodate the increased population, more schools were built. Currently, there are 23 elementary schools in Peoria that accommodate a kindergarten through 8th grade (K-8) student population of nearly 21,900.

The Peoria Police Department consists of 288 employees who support a strong Community Oriented Policing philosophy, which shapes the way we conduct our daily business. With 187 authorized sworn positions, Peoria has approximately 1.17 officers per 1,000 residents. Other cities have indicated ratios of 2.01 officers per 1,000 residents (Phoenix), and 2.07 officers per 1,000 residents (Tempe). Our Traffic Services Unit (TSU) works closely with Peoria schools, the Peoria Unified School District, parents, youth, and children to emphasize school traffic safety, and to educate the public about safe driving around schools.

Agency Problem:**Pedestrian and Bicycle Safety:**

The Peoria Police Department is requesting funding from the Governor's Office of Highway Safety (GOHS) to continue our Bicycle Safety Partnership. The requested funding will allow our Traffic Services Unit (TSU) to partner with GOHS, the Peoria Unified School District, local merchants, community groups, parents, and most importantly our children to promote a large-scale bicycle safety program in the City of Peoria.

The concept of "partnership" is crucial to the success of this program. While we intend to host a high profile event (Bike Rodeo), the goal of the program is to continue our educational program within the community that focuses on the safety of our children while riding bicycles. This partnership creates an avenue for children to learn safe riding skills, obtain bike safety equipment, and have their bikes inspected and/or repaired to ensure they are safe to ride. The program also fosters a continuing relationship between stakeholders to address future community needs. The Bicycle Safety Partnership began last year, and was a great success. Once we host another successful program, we hope to evolve into a larger program that will include

neighboring cities such as Glendale and Surprise. Using the foundation we've built and the lessons we've learned, we hope to grow into a West Valley partnership that will speak volumes about the importance of bicycle safety education, and the commitment of the Governor's Office of Highway Safety to fund crucial programs. Officers have also noted that many children do not follow safe riding practices as they travel on their bicycles.

Additionally, Peoria Officers continue to witness the potential for harm to young children as they travel on their bicycles, and we would like to continue our educational approach to solving this problem, by including the following:

- Posters and Flyers will be designed and developed by partners. Funds will be used for copying costs. Posters will be displayed at schools and libraries. Flyers will be distributed to children and parents.
- Promotional Items such as water bottles, school supplies, stickers, etc. will be given to participants. Items will be imprinted with "Bicycle Safety Partnership". The type of items purchased will be dependent on cost, and the number purchased will be dependent on the number of expected participants.
- Bicycles – Five "loaner" bicycles will be purchased and will be available to children who wish to participate in the Rodeo, but do not have bikes.
- Helmets – Utilizing the government/safety programs offered by Bell, the cost for each helmet should be approximately \$9.50. Helmets will be purchased in a variety of sizes and given away to children who have bicycles, but do not have a helmet.
- Supplies needed for the Bike Rodeo include barrier tape, signs, pens/pencils, etc. Materials will also be needed to create the obstacle course.

School Zone Safety:

The Peoria Police Department is requesting funding from the Governor's Office of Highway Safety (GOHS) to support our School Traffic Safety program, which is comprised of the following:

- The Back to School enforcement project, which targets drivers around schools and school bus stops at the beginning of the school year and after spring break.
- The School Bus Safety project, where officers work with the Peoria Unified School District to identify locations experiencing violations of school bus loading and passing laws.
- The School Safety Education project, which educates motorists about traffic laws pertaining to school zones and school buses.
- The School Zone Speed enforcement project, where officers (sometimes in plain clothes) monitor traffic speed around schools.

For years, the Peoria Police Department has put a great deal of emphasis on school traffic safety. Each year, we conduct a Back to School campaign designed primarily to deter improper driving around our local schools. Deterrence is accomplished through education and by one-on-one contact with motorists. This campaign also includes enforcement efforts, which come with a strong message that the safety of our children is paramount. Despite these efforts, motorists fail to follow traffic laws relating to school safety.

Incidents of speeding through school zones, and vehicles driving around school buses that are stopped to load or unload children are still reported. In 2009, the Police Department was notified that the Peoria Unified School Board had elected to change the way schools dismissed their students. Historically, each school released its students at “staggered” times in the afternoon. Although this staggered release helped alleviate some of the traffic congestion around schools, it was a challenge for the police to keep up with the traffic demands. Now, each school has only one dismissal time for all students. This increases the number of vehicles gathered around each school, and increases in the problems associated with that traffic.

The average Peoria school has experienced an increase in vehicle traffic, with as many as 60% of Peoria students being driven to schools by their parents. It is reported that approximately 10% of Peoria students ride their bicycles to and from school. It is important to note that for schools in Peoria, school boundaries are established to maximize the ability for students to walk to school, with 35% to 45% of the students living within a half mile of their school and 60% to 70% of the students living within one mile of school. Because of the increased vehicle traffic, we have encouraged parents and children to consider walking and biking to school.

We have experienced an increase in traffic and safety problems resulting from improper parking and the failure of adults to follow instructions when dropping off or picking up their children. As more parents have allowed their children to ride their bicycles to and from school, officers have observed the increased danger to students caused by vehicle traffic. Officers have also noted that children do not follow safe riding practices as they travel on their bicycles. The Peoria Police Department has been successful in building personal relationships with our schools through the assignment of traffic services officers to each of our K-8 schools. One benefit of this program has been the rapid detection of any emerging problems, and the ability to address the problems before they become tragedies.

Electronic billboard displays will be used as a method of public education and deterrence. These displays will post messages about School Traffic Safety for both school zones and the loading/unloading of school buses. As we did last year, we will work with our local high schools to come up with an appropriate slogan for each sign, which will then be sent to GOHS for final approval. The displays will run for 30 days beginning at Spring Break 2012, and then another 30 days one week prior to the start of the next school year (August 2012). Promotional items (lanyards) for school zone and school bus safety will be provided to crossing guards and other school staff/volunteers who participate in crossing guard training. The items will help to emphasize the importance of this project on a daily basis.

Agency Attempts to Solve Problem:

Pedestrian and Bicycle Safety:

The City of Peoria has attempted to address the problems that stem from vehicular traffic conflicting with bicycles and the improper operation of bicycles by children. The City of Peoria Traffic Engineering Department hired a full-time employee with the primary focus of working with our schools to establish safe routes to schools, traffic ingress/egress plans, and school zone safety plans. The police department has assigned traffic officers to work with the staff at their

assigned K-8 schools to identify emerging challenges, and to address them before they become problems. Addressing challenges typically starts with providing education and information to students and parents. We have worked diligently with the schools and our Traffic Engineering Department to create flyers that have been sent home with children. We have also focused on traffic enforcement in school areas, and have issued citations as warranted. As some of the new roadways have been opened in our city, we have addressed the anticipated challenges by concentrating our enforcement efforts over a short period of time. Although concentrated enforcement can be effective, extended and ongoing enforcement is problematic due to costs and staffing limitations. Bicycle safety education is a way to ensure the ongoing safety of children.

During the 2010-2011 school year, we partnered with GOHS on a Bicycle Safety program. The Peoria Police Department hosted a Bicycle Safety Rodeo at the Peoria Sports Complex. This was the culminating activity for our Bicycle Safety Partnership, which encompassed countless hours of coordination and preparation. Peoria schools (K-8) within our city limits shared in our excitement, and graciously opened their classrooms so officers could come in and talk to the kids about bike safety. Educational materials (bike safety coloring books) were provided to students in the first and second grades, and additional materials were sent home with students. Students age five through twelve were invited to attend the Bicycle Safety Rodeo, so they could put what they had learned into practice. There were three schools who did not respond to our multiple requests to come and talk to their students. When compiling information from the January event, we found that Bike Rodeo participation from kids who go to those schools was minimal (only one or two students from those schools attended the event). This emphasizes the importance of our personal contact that we experienced with our schools and the students.

Approximately 1,000 people attended our January Bike Safety Rodeo. More than 360 school age children participated in the skills challenge, practiced what they had learned in the classroom presentation, and remained at the event for other family oriented activities. This proved to be the largest bike rodeo in west valley, and possibly the state.

School Zone Safety:

The City of Peoria has attempted to solve the problems that stem from vehicular traffic in and around our local schools. The City of Peoria Traffic Engineering Department hired a full-time employee with the primary focus of working with our schools to establish safe routes to schools, traffic ingress/egress plans, and school zone safety plans. The police department has assigned traffic officers to work with the staff at their assigned K-8 schools to identify emerging problems, and to address them before they escalate. Addressing problems typically starts with providing education and information to students and parents.

This year we reassigned some of the duties of our Commercial Vehicle Safety Specialist to allow that officer to assist with school traffic safety. We have worked diligently with the schools and our Traffic Engineering Department to create educational flyers that have been sent home with children. We have also focused on traffic enforcement in school areas, and have posted plain clothes officers to monitor activity in school zones. Last year, members of the Traffic Services Unit (TSU) volunteered to assist in training local school crossing guards. Through hours of coordination, our officers were able to provide important training regarding traffic laws that

pertain to school zones and bus safety to more than 200 school crossing guards who attended a day of training here in Peoria.

We will continue to provide this important service. As some of the new roadways have been opened in our city, we have addressed the anticipated challenges by concentrating our enforcement efforts over a short period of time. Although concentrated enforcement can be effective, extended and ongoing enforcement is problematic due to costs and staffing limitations. School zone and school bus safety education is a way to ensure the ongoing safety of children. We will continue to educate motorists about the hazards of driving too quickly around schools and school zones, and the need to be aware of children in those locations.

Agency Funding:

Federal (402) funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials/Supplies: Education/Public Awareness, to enhance Pedestrian/Bicycle/School Zone Enforcement and Education throughout the City of Peoria.

How Agency Will Solve Problem With Funding:Pedestrian and Bicycle Safety:

The Peoria Police Department will continue our Bicycle Safety Partnership by focusing on the following objectives and procedures:

Conduct Media Campaign

- Enhance and expand our Bicycle Safety Partnership, and secure the commitment of resources from identified partners by January 1, 2012.
- Working with our Public Information Officer, we will launch a media campaign focused on bicycle safety.
- The campaign will target television, radio, and print media.
- Local media will provide television coverage of the Bike Rodeo.
- Launch a media campaign announcing the grant award and focusing on the importance of bike safety prior to October 31, 2012.

Pedestrian/Bicycle Education

- Conduct at least 23 educational presentations focusing on bike safety for children by January 10, 2012.
- Procure necessary equipment (bike helmets, loaner bikes, promotional materials) by mid January 2012
- Traffic officers will conduct presentations at student assemblies or other school functions.
- Approved safety materials will be distributed to children and their parents.

Establish/Expand the Partnership

- The Traffic Services Unit (TSU) will work with key stakeholders including representatives from the school board, local merchants, the community, local government, and the media.
- Partners will secure the commitment of resources needed for the Bike Rodeo.

- Present Information at schools in Peoria (K- 8)
- The partnership will develop flyers, posters, pamphlets and static displays to be used during presentations.

Procure Equipment for the Bike Rodeo

- Purchase 350 bike helmets that will be provided (free of charge) to children who are in need of them.
- Secure 10 “loaner bikes” for children who wish to participate in the Bike Rodeo, but do not have bikes.
- Purchase promotional items (water bottles, school items, coloring books, stickers).
- Secure materials needed to set up a bicycle course (traffic cones, barrier tape, signs).

Host the Bike Rodeo

- Host a “Bike Rodeo” for children and their families at the Peoria Sports Complex by March 1, 2012.
- The event will be well advertised. We will ensure that all stakeholders and partners participate and are recognized.
- This family event will feature fun activities and refreshments.
- A free bicycle safety check (including minor repairs) will be available for participants.
- TSU officers will provide demonstrations, and public safety equipment will be on display.
- Participants will have the opportunity to run through a structured bike safety skills course which will focus on safe bike riding.

School Zone Safety:

In order to successfully continue the Peoria Police Department School Traffic Safety Program, we will focus on the following objectives and procedures: The Peoria Police Department will conduct School Traffic Safety Enforcement and Education projects using the following procedures:

Conduct Media Campaign

- Working with our Public Information Officer, we will launch a media campaign announcing GOHS support of our School Traffic Safety Enforcement projects. The campaign will stress the importance of adhering to posted speed limits in school zones, and stopping for buses that are loading and unloading. The campaign will target television, radio, and print media.
- Launch a media campaign announcing the grant award, focusing on the various aspects of the School Traffic Safety program, prior to December 1, 2011. The campaign will emphasize the educational aspect of the program, and will include local television and print media coverage.

Back to School enforcement

- We will schedule teams of officers to conduct enforcement activities around our schools during the week following Spring Break, and during the start of the next school year (August 2012).

School Safety Education

- We will continue our public education campaign targeting motorists by posting educational messages on electronic billboards. This innovative program was extremely successful during the 2009 - 2010 school year, and generated considerable public attention. Messages that promote both school zone and school bus safety will be displayed to approximately 30,000 traveling motorists each day.

School Zone Speed enforcement

- Teams of officers will be scheduled to conduct school zone speed enforcement activities during the start and release times for our schools. School Bus Safety
- Officers will conduct enforcement activities around school bus stops based upon input and feedback from the Peoria Unified School District Transportation Department and officer observation.
- Establish a schedule for School Bus Safety and School Zone Speed activities prior to January 1, 2012. Activities will be scheduled throughout the grant cycle.
- Collect data regarding motorists who drive over the posted speed limit (or violate other traffic laws) in and around school zones, and motorists who pass loading/unloading school buses unlawfully.
- Operate the Back to School enforcement project in March 2012 as children return to school from Spring Break.
- Operate the Back to School enforcement project in August 2012 as children start the school year.
- Conduct a sustained School Traffic Safety Enforcement program that is multi-faceted and innovative.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2010)	TWO YEARS AGO (2009)	THREE YEARS AGO (2008)
TOTAL FATAL COLLISIONS	7	2	12
TOTAL INJURY COLLISIONS	548	588	629
TOTAL COLLISIONS INVESTIGATED			
ALCOHOL-RELATED FATALITIES	2	0	6
ALCOHOL-RELATED INJURIES	49	37	95
SPEED-RELATED FATALITIES	1	0	2
SPEED-RELATED INJURIES	137	155	134
PEDESTRIAN FATALITIES	3	0	0
PEDESTRIAN INJURIES	10	8	6
BICYCLE FATALITIES	0	0	2
BICYCLE INJURIES	19	11	9
TOTAL DUI ARRESTS	569	524	595
*TOTAL EXTREME DUI .15 ARRESTS	0	0	0
*TOTAL AGGRAVATED DUI ARRESTS	0	0	0
DUI ALCOHOL ARRESTS – 21 AND OVER	495	454	524
DUI-DRUG ARRESTS – 21 AND OVER	0	0	0
DUI ALCOHOL ARRESTS – UNDER 21	74	70	71
DUI-DRUG ARRESTS – UNDER 21	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	50	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (UNDER 21)	0	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (OVER 21)	0	0	0
TOTAL AGENCY CITATIONS	0	0	0
SPEED CITATIONS	5633	4556	5115
CHILD SAFETY SEAT CITATIONS	73	86	65
SEAT BELT CITATIONS	1119	639	466
RED LIGHT RUNNING CITATIONS	4577	8373	15102

GOALS/OBJECTIVES:

Federal (402) funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials/Supplies: Education/Public Awareness, to enhance Pedestrian/Bicycle/School Zone Enforcement and Education throughout the City of Peoria. The following goals and objectives shall be accomplished as a result of this funding:

- Increase enforcement capabilities by implementing additional personnel services (overtime) to participate in Pedestrian/Bicycle/School Zone activities.
- To maintain or reduce pedestrian fatalities in motor vehicle collisions from the calendar 2010 base year total of **Three (3)** by December 31, 2012.
- To reduce pedestrians injured in motor vehicle collisions by **10%** percent from the calendar 2010 base year total of **10 to 9** by December 31, 2012.
- To maintain the number of bicyclist fatalities from the calendar 2010 base year total of **Zero (0)** by December 31, 2012.
- To reduce the number of bicyclist injured in motor vehicle collisions by **15%** percent from the calendar 2010 base year total of **19 to 16** by December 31, 2012.
- To conduct **5** educational classroom workshops by December 31, 2012.
- To conduct **1** bicycle safety rodeo by December 31, 2012.
- To develop a Pedestrian/Bicycle Safety operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.
- To develop a School Zone Safety operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

METHOD OF PROCEDURE:

The Peoria Police Department will implement the following strategies to meet the outlined goals and objectives:

- Identify geographical areas of high incidents of pedestrian/bicycle/school zone and school bus collisions involving fatalities and/or injury collisions.
- Conduct high visibility consistent enforcement in designated area of pedestrian/bicycle collisions involving fatalities and/or injury collisions.
- Continue to inform and educate adult pedestrians/bicyclist concerning correct pedestrian/bicycle behaviors and safety.

- Continue to promote pedestrian/bicyclist safety education programs for youth to encourage development and practice of pedestrian/bicycle safety habits.
- Continue working with communities to provide education in pedestrian/bicycle safety education programs.
- Continue to help identify and engage schools with at risk youth pedestrian/bicycle in the implementation of pedestrian safety programs.
- Develop and implement strategies to disseminate messages that encourage motorists to share the road with pedestrian/bicycles as well as to remind pedestrian/bicyclist to be visible.
- Continue to inform and educate adults concerning correct school zone and school bus behaviors and safety.
- Continue to promote school zone and school bus safety education programs for youth to encourage development and practice of safety habits.
- Continue working with communities to provide education in school zone and school bus safety education programs.
- Continue to help identify and engage schools with at risk youth school zone and school bus in the implementation of school zone and school bus safety programs.
- Identify areas of community with high school zone and school bus traffic and collaborate with enforcement, traffic management, pedestrian advocates and the traffic safety community to develop and implement a school zone and school bus safety program.
- Continue to work as a resource for information to encourage collaboration and partnership, working with appropriate local and statewide partners.

And, in addition, it is the responsibility of the Peoria Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 1000 hours the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being denied.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Peoria Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment
- Quarterly Enforcement Form
- Appropriate signatures

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Chief Roy Minter, Peoria Police Department, shall serve as Project Director.

Sgt. Russell Scarborough, Peoria Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings

- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Total Awarded Amount	Type of Monitoring
Under \$15,000,00	Desk Review/Phone Conference
\$15,000-\$50,000	In-House GOHS Review
\$50,000+	On-Site
Capital Outlay \$5,000+ (Single Item)	On-Site
Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee’s respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$21,000.00
	Pedestrian/Bicycle Enforcement \$10,000.00	
	School Zone Enforcement \$11,000.00	
II.	Employee Related Expenses	\$0.00
	<i>Please Note Entire ERE Will Be Absorbed by Peoria Police Department</i>	
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$9,000.00
	Pedestrian/Bicycle Education \$5,000.00	
	School Zone Education \$4,000.00	
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$30,000.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb expenditures in excess of **\$30,000.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month _____ Day _____ Year _____

Contract Number: 2012-PS-004

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Total Collisions Investigated			TOTAL DUI ARRESTS		
Alcohol-Related Collisions			Of total how many are EXTREME .15+ DUI		
Alcohol-Related Fatalities			Of total how many are AGGRAVATED DUI		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 years and over		
Speed-Related Collisions			Average BAC – 21 years and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21 years		
Speed Related Injuries			Average BAC – under 21 years		
Pedestrian Fatalities			DUI-Drug Arrests – 21 years and over		
Pedestrian Injuries			DUI-Drug Arrests – under 21 years		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Contacts		
TOTAL AGENCY CITATIONS			SOBER DESIGNATED DRIVERS CONTACTED		
Seat Belt Citations			School Zone Citations		
Child Safety Seat Citations			School Bus Citations		
Red Light Citations					
Speed Citations					

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____ Reporting Period

Contract Number: 2012-PS-004

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Total Collisions Investigated			TOTAL DUI ARRESTS		
Alcohol-Related Collisions			Of total how many are EXTREME .15+ DUI		
Alcohol-Related Fatalities			Of total how many are AGGRAVATED DUI		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 years and over		
Speed-Related Collisions			Average BAC – 21 years and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21 years		
Speed Related Injuries			Average BAC – under 21 years		
Pedestrian Fatalities			DUI-Drug Arrests – 21 years and over		
Pedestrian Injuries			DUI-Drug Arrests – under 21 years		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Contacts		
TOTAL AGENCY CITATIONS			SOBER DESIGNATED DRIVERS CONTACTED		
Seat Belt Citations			School Zone Citations		
Child Safety Seat Citations			School Bus Citations		
Red Light Citations					
Speed Citations					

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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SCHEDULE C

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. **Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. **Travel**

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. **Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments
The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will

not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will

discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: (623) 773-7035

Fax Number: (623) 773-7015

Email: Teresa.Corless@peoriaaz.gov

2. Agency's Fiscal Contact:

Name: Christen Wilcox

Title: Sr. Accountant

Telephone Number: (623) 773-7344

Fax Number: (623) 773-7033

Email: Christen.Wilcox@Peoriaaz.gov

Federal Identification Number: 86-6003634

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to: Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

8351 W. Cinnabar Avenue

Peoria, Arizona 85345

Attn: Brenda Hope

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Chief Roy W. Minter
Peoria Police Department



9-26-11 623-713-7659
Date Telephone

Signature of Authorized Official of Governmental Unit:

Carl Swenson, City Manager
City of Peoria

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **402-PS, Task 1, 2, 3**, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|-----------|--------------------------------------|-----------|---------------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <u>Authorization to Proceed Date</u> | | <u>\$30,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C

Date Prepared: September 22, 2011

Council Meeting Date: October 18, 2011

TO: Carl Swenson, City Manager

FROM: Roy W. Minter, Chief of Police

SUBJECT: Authorization to accept a grant in the amount of \$10,744 from the Governor's Office of Highway Safety

Purpose:

This is a request for the City Council to accept \$10,744 from the Governor's Office of Highway Safety (GOHS) for Speed and Traffic Enforcement Equipment.

Background/Summary:

The Peoria Police Department desires to accept funding provided by the Governor's Office of Highway Safety in the amount of \$10,744. This funding has been provided to purchase a Laser Video Camera and a Portable Radar Recorder to enhance speed enforcement efforts throughout Peoria.

The Laser Video Camera is used to measure the distance between vehicles so that enforcement of following too closely can take place.

The Portable Radar Recorder is used to covertly capture vehicle speed data at problem areas identified by officers, city engineers, or citizens.

Previous Actions:

This is the third consecutive year that the Peoria Police Department has been awarded funds to purchase speed enforcement equipment through this competitive process. The Council has approved all previous GOHS grant awards.

Options:

A. Accept the awarded grant and continue to collaborate with GOHS.

B. Do not accept the awarded grant, which would reduce the amount of funding available to purchase speed enforcement equipment.

Staff's Recommendation:

Accept \$10,744 from the Governor's Office of Highway Safety (GOHS) to purchase Speed and Traffic Enforcement Equipment.

Fiscal Analysis:

Request a budget adjustment of \$10,744 from the Proposed Grants Contingency account (7990-7990-570000) to the Governor's Office of Highway Safety Grant accounts (7515-7765).

Narrative:

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

Exhibit 1: Governor's Office of Highway Safety Contract 2012-PT-048

Contact Name and Number: Brenda Hope (623) 773-7072.

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I.		CFDA: 20.600
1. APPLICANT AGENCY: Peoria Police Department	GOHS CONTRACT NUMBER: 2012-PT-048	
ADDRESS: 8351 W. Cinnabar Ave., Peoria, Arizona 85345	PROGRAM AREA: 402 -PT TASK: 2	
2. GOVERNMENTAL UNIT City of Peoria	AGENCY CONTACT: Sgt. Russell Scarborough	
ADDRESS: 8401 W. Monroe Street, Peoria, Arizona 85345	3. PROJECT TITLE:	
4. GUIDELINES: 402 - Police Traffic (PT)	Speed/Selective Traffic Enforcement Equipment (STEP)	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal (402) funds will support Capital Outlay: One (1) Laser Video Camera and One (1) Portable Radar Recorder to enhance Speed Enforcement throughout the City of Peoria.		
6. BUDGET COST CATEGORY	Project Period FY 2012	
I. Personnel Services	\$ 0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Other Expenses	\$0.00	
VIII. Capital Outlay	\$10,744.00	
TOTAL ESTIMATED COSTS	\$10,744.00	
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2012
CURRENT GRANT PERIOD	FROM: 10-01-2011	TO: 09-30-2012
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$10,744.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Peoria was incorporated in 1954, and is located approximately seven miles northwest of the City of Phoenix in Maricopa County. As one of the fastest growing cities in the country, the population of Peoria has increased from 108,364 in 2000 to an estimated 160,254 in 2010. This 47% growth in our population has resulted in a significant increase in vehicle traffic on our roadways. To accommodate the increase in traffic, Peoria built an additional 178 linear miles of roadway from 2000 to 2009, which is an increase of 33% of roadway throughout the nearly 180 square miles that comprise the City of Peoria. Currently, there are more than 583 linear miles of roadway within the City of Peoria with more being developed.

Peoria is diverse in terms of demographics. The population median age is 37 years old, with a median household income of \$68,518 per year (2010 City of Peoria Community Profile). The Peoria Police Department consists of 288 employees who support a strong Community Oriented Policing philosophy, which shapes the way we conduct our daily business. With 187 authorized sworn positions, Peoria has approximately 1.17 officers per 1,000 residents. Other cities have indicated ratios of 2.01 officers per 1,000 residents (Phoenix), and 2.07 officers per 1,000 residents (Tempe).

The Peoria Police Department Traffic Services Unit (TSU) consists of seven speed enforcement officers, a commercial vehicle safety officer, an enforcement officer who focuses on vehicle crimes, and two nighttime enforcement officers who focus on DUI detection and prevention. To better serve the community there are two TSU sergeants; one assigned to our main station, and one assigned to our northern substation. With these limited resources covering a large geographic area, the department is challenged to provide proactive or targeted speed enforcement during the evening, when accident rates in Peoria have historically been 35 - 45% higher than other times of the day, and during the weekends.

Agency Problem:

According to the City of Peoria Demographic Profile for 2009, more than 96% of households in Peoria have at least one vehicle. That same report indicates that, for more than 94% of the population in Peoria, a vehicle is the means of transportation to work. With this volume of vehicle traffic, the Peoria Police Department is challenged to maintain traffic safety on our roadways. In 2010, we saw a reduction of 7% in injury accidents as compared to 2009. In the same time frame, we saw an 11% reduction of the number of speed related injuries. While different factors play a role in this noteworthy decrease, we believe the increased traffic enforcement to be the driving force.

While some of our traffic statistics showed improvement, there were some numbers that caused concern. In particular, there were 5633 speed citations written in 2010, which is a 23.6% increase from the reported 4556 citations in 2009. In addition, the Traffic Services Unit (TSU) had a substantial increase in the number of callouts for very serious and/or fatal accidents (from 9 callouts in 2009 to 22 callouts in 2010). Accidents, particularly those related to following too

closely, are an emerging area of concern for the Peoria Police Department. As an example, West Bell Road is an arterial roadway that runs through Peoria and carries a daily traffic count of 69,000 vehicles. With this very heavy traffic congestion throughout the day, Bell Road is typically one of our high collision roadways. Rarely, do we see collisions that result from speed; most are caused by vehicles following too close for the conditions. As you know, enforcement in this area can become a bit problematic due to the traffic volume.

We currently utilize a "speed trailer", as many agencies do, as an additional resource to gather information about speeding complaints. These systems are capable of recording speed data, which we later use to determine the extent of the problem within an area. A drawback to this method of data collection is that the data is skewed, due to the visibility of the speed trailer near the roadway. As drivers see the trailer they typically begin to slow, which results in slower speeds being collected rather than normal daily traffic speeds. This proposal includes a way to improve the collection of speed data. The Traffic Services Unit is focused on proactive and targeted traffic enforcement activities. With only 13 traffic officers and limited funding for overtime projects, the police department is challenged in its ability to address these problems.

Peoria Police Department is requesting funding for the purchase of One LIDAR devices which feature new technology. These devices are capable of measuring the distance between cars so that enforcement of following too closely can take place. These new devices also provide video capture. Introducing viewable evidence into court (drivers following much too close to other vehicles and causing a potential hazard) would greatly assist with the adjudication process. Additionally, Peoria Police Department is requesting funding for the purchase of a JAMAR Radar Recorder, which consists of a portable covert speed analysis instrument and related software. This technology allows for more accurate speed measurements and data analysis, which is needed to deploy resources in the most effective manner.

Agency Attempts to Solve Problem:

The Peoria Police Department has gone to great lengths to solve the problems that stem from speeding vehicles. As witnessed by the number of citations that we regularly write each year, we invest a considerable amount of time and energy in enforcing the State's traffic laws. As some of the new roadways have been opened in our city, we have addressed anticipated challenges by concentrating our speed enforcement efforts over a short period of time. Although concentrated enforcement was effective for a time, extended enforcement was not possible due to costs and staffing limitations.

Our Traffic Services Unit (TSU) has piloted several innovative traffic safety programs to address vehicle collision reduction. TSU Sergeants compile monthly crash data statistics and use that information for data driven deployment of personnel. We have found that sporadic use of plain clothed officers to assist via covert speed enforcement works well in high demand areas. Likewise, we have found that deterrence through high visibility and public education has been another effective enforcement tool. We continue to work towards a balance of various types of traffic enforcement.

The City uses enforcement tools such as Photo Red Light (cameras currently installed at four major intersections in Peoria) in the hope that the number of collisions is reduced. In 2009, the Department created a Traffic Services position that focused on speed enforcement during the afternoon and evening rush hour traffic. This position proved to be highly effective, averaging more than 150 motorist contacts each month. However, in 2010 this position was absorbed to fill an unexpected vacancy in our Commercial Vehicle Safety program, and has not been reinstated.

We are always looking for methods that will result in closer compliance to our state's traffic laws. In 2010, we conducted several speed reduction and enforcement projects. Our efforts included coordinating multi-agency task force events, and educating motorists about speeding, distracted driving, and traffic laws. We provided traffic safety information and instruction during our Citizen's Police Academy, which is held once each year. We also taught at our local high schools in order to promote traffic safety amongst the newest and least experienced drivers.

The TSU Sergeants sit on a city committee which incorporates supervisors and managers from various departments throughout the City. Participation in this committee allows the Police Department to have direct input to traffic issues from design to enforcement. We also benefit by having an open line with City engineers and traffic planners. Many of the speed limits, striping plans, and street signage has been adopted or modified based on input from the Peoria Police Department.

In 2010, our Speed Trailers were deployed for more than 5,376 hours. We find that these trailers are an added resource for both the collection of speed data, and a deterrent to speeding.

Agency Funding:

Federal (402) funds will support Capital Outlay: One (1) Laser Video Camera and One (1) Portable Radar Recorder to enhance Speed Enforcement throughout the City of Peoria.

How Agency Will Solve Problem With Funding:

Peoria Police Department plans to continue to focus on accident reduction, speed enforcement, and driver education; and will focus on the following objectives:

- Procure One (1) "TruCam" LIDAR devices with "Distance Between Car" (DBC) capability no later than 45 days after receipt of Authorization to Proceed. Purchase and utilize two LIDAR devices for enforcement in high-collision/high-congestion areas. The devices are equipped with video capture for use in court proceedings.
- Procure one JAMAR radar recorder within 45 days after receipt of Authorization to Proceed. Purchase and utilize a JAMAR radar recorder to covertly capture speed data at problem areas identified by officers, city engineers, or citizens.
- Establish a schedule for "Enhanced Speed Enforcement" activities prior to January 1, 2012. Activities will take place throughout the grant cycle. Schedule teams of officers to

conduct speed enforcement details during rush hour and during weekends. Officers will also supplement the deterrence and public education campaign as needed.

- Collect data regarding motorists who are driving over the posted speed limit (or violating other traffic laws) throughout the grant period.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2010)	TWO YEARS AGO (2009)	THREE YEARS AGO (2008)
TOTAL FATAL COLLISIONS	7	2	12
TOTAL INJURY COLLISIONS	548	588	629
TOTAL COLLISIONS INVESTIGATED			
ALCOHOL-RELATED FATALITIES	2	0	6
ALCOHOL-RELATED INJURIES	49	37	95
SPEED-RELATED FATALITIES	1	0	2
SPEED-RELATED INJURIES	137	155	134
PEDESTRIAN FATALITIES	3	0	0
PEDESTRIAN INJURIES	10	8	6
BICYCLE FATALITIES	0	0	2
BICYCLE INJURIES	19	11	9
TOTAL DUI ARRESTS	569	524	595
*TOTAL EXTREME DUI .15 ARRESTS	0	0	0
*TOTAL AGGRAVATED DUI ARRESTS	0	0	0
DUI ALCOHOL ARRESTS – 21 AND OVER	495	454	524
DUI-DRUG ARRESTS – 21 AND OVER	0	0	0
DUI ALCOHOL ARRESTS – UNDER 21	74	70	71
DUI-DRUG ARRESTS – UNDER 21	0	0	0
SOBER DESIGNATED DRIVERS CONTACTED	50	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (UNDER 21)	0	0	0
YOUTH ALCOHOL VIOLATIONS - TITLE 4 (OVER 21)	0	0	0
TOTAL AGENCY CITATIONS	0	0	0
SPEED CITATIONS	5633	4556	5115
CHILD SAFETY SEAT CITATIONS	73	86	65
SEAT BELT CITATIONS	1119	639	466
RED LIGHT RUNNING CITATIONS	4577	8373	15102

GOALS/OBJECTIVES:

Federal (402) funds will support Capital Outlay: One (1) Laser Video Camera and One (1) Portable Radar Recorder to enhance Speed Enforcement throughout the City of Peoria. The following goals and objectives shall be accomplished as a result of this funding:

- Increase speed traffic enforcement capabilities by purchasing **One (1) Laser Video Camera and One (1) Portable Radar Recorder.**
- To reduce the total number of persons killed in traffic collisions by **15%** from the calendar 2010 base year total of **7 to 6** by December 31, 2012.
- To reduce the total number of persons injured in traffic collisions by **10%** from the calendar 2010 base year total of **548 to 493** by December 31, 2012.
- To maintain or reduce the total number of speed related fatal collisions from the calendar 2010 base year total of **One (1)** by December 31, 2012.
- To reduce the total number of speed related injury collisions by **10%** from the calendar 2010 base year total of **137 to 123** by December 31, 2012.
- To increase the total number of speed citations by **10%** from the calendar 2010 base year total of **5633 to 6100** by December 31, 2012.
- To conduct **Three (3)** highly publicized speed enforcement operations by September 30, 2012.
- To initiate a police department/neighborhood speed alert program by September 30, 2012.
- To make **One (1) Roll-Call training presentations** for DUI, Speed, Occupant Restraints etc., by September 30, 2012.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speeding in terms of money, criminal and human consequences.**
- To develop a Speed Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

METHOD OF PROCEDURE:

The Peoria Police Department will implement the following strategies to meet the outlined goals and objectives:

- To improve the enforcement of traffic safety laws intended to reduce death, injury and property damage and promote roadway safety, by strict and consistent enforcement.
- Identify most dangerous roads (Speed-Related Issues) within specific geographic area respective community. Deploy enforcement efforts based upon identification process.
- Include speed and traffic enforcement as part of other enforcement programs (i.e., DUI and occupant protection).
- Partner with other city, county, tribal and state police agencies to develop of multi-agency enforcement task forces for multi-jurisdictional traffic saturations that provide primary focus to traffic law violations in connected communities within the same county.
- Provide public information and education on the effects of excessive vehicle speed and hazardous traffic violations.
- Train officers in speed measurement devices through certified courses.
- To encourage law enforcement agencies to use changeable message signs to promote traffic safety messages and operations.

And, in addition, it is the responsibility of the Peoria Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 1000 hours the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being denied.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**One (1) Laser Video Camera and One (1) Portable Radar Recorder**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director and/or Deputy Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Peoria Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Police Department further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by GOHS or to transfer or otherwise dispose of such equipment as directed by GOHS.

No equipment shall be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS.

The Peoria Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract.

The Peoria Police Department shall incorporate any equipment purchased under this Contract into its inventory records.

The Peoria Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Peoria Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **[One (1) Laser Video Camera and One (1) Portable Radar Recorder]**.

Decals:

The Governor's Office of Highway Safety shall provide the Peoria Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Peoria Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**Requirements for Speed Detection Devices:**

The successful vendor must certify that the speed detection devices purchased are on the IACP Consumer Products List and must meet, or exceed, NHTSA/IACP model specifications.

The Peoria Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Peoria Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

Major Equipment:

The definition of "major" equipment is tangible, non-expendable property having a useful life of more than one (1) year and an acquisition cost of \$5,000.00 or more per unit.

The Peoria Police Department shall e-mail their assigned GOHS project coordinator, a high quality color photograph of the [**One (1) Laser Video Camera**]. The Peoria Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment

purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Peoria Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Peoria Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Photograph of capital outlay equipment [**One (1) Laser Video Camera and One (1) Portable Radar Recorder**]

- Capital Outlay Equipment Form [**One (1) Laser Video Camera**]
 - Quarterly Enforcement Form
 - Appropriate signatures

Report Schedule

Reporting Period	Due Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Chief Roy Minter, Peoria Police Department, shall serve as Project Director.

Sgt. Russell Scarborough, Peoria Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Total Awarded Amount	Type of Monitoring
Under \$15,000,00	Desk Review/Phone Conference
\$15,000-\$50,000	In-House GOHS Review
\$50,000+	On-Site
Capital Outlay \$5,000+ (Single Item)	On-Site
Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted

deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$10,744.00
	One (1) Laser Video Camera	
	(5490.00 + 444.69 tax + 13.24 shipping)	
	One (1) Portable Radar Recorder	
	(4390.00 + 355.59 tax + 50.00 shipping)	
	TOTAL ESTIMATED COSTS	*\$10,744.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb expenditures in excess of **\$10,744.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month _____ Day _____ Year _____

Contract Number: 2012-PT-048

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Total Collisions Investigated			TOTAL DUI ARRESTS		
Alcohol-Related Collisions			Of total how many are EXTREME .15+ DUI		
Alcohol-Related Fatalities			Of total how many are AGGRAVATED DUI		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 years and over		
Speed-Related Collisions			Average BAC – 21 years and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21 years		
Speed Related Injuries			Average BAC – under 21 years		
Pedestrian Fatalities			DUI-Drug Arrests – 21 years and over		
Pedestrian Injuries			DUI-Drug Arrests – under 21 years		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Contacts		
TOTAL AGENCY CITATIONS			SOBER DESIGNATED DRIVERS CONTACTED		
Seat Belt Citations					
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

Contract Number: 2012-PT-048

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Total Collisions Investigated			TOTAL DUI ARRESTS		
Alcohol-Related Collisions			Of total how many are EXTREME .15+ DUI		
Alcohol-Related Fatalities			Of total how many are AGGRAVATED DUI		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 years and over		
Speed-Related Collisions			Average BAC – 21 years and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21 years		
Speed Related Injuries			Average BAC – under 21 years		
Pedestrian Fatalities			DUI-Drug Arrests – 21 years and over		
Pedestrian Injuries			DUI-Drug Arrests – under 21 years		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Contacts		
TOTAL AGENCY CITATIONS			SOBER DESIGNATED DRIVERS CONTACTED		
Seat Belt Citations					
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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SCHEDULE C

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments
The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will

not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will

discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. ***Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):***

Name: Teresa Corless

Title: Administrative Services Manager

Telephone Number: (623) 773-7035

Fax Number: (623) 773-7015

Email: Teresa.Corless@peoriaaz.gov

2. ***Agency's Fiscal Contact:***

Name: Christen Wilcox

Title: Sr. Accountant

Telephone Number: (623) 773-7344

Fax Number: (623) 773-7033

Email: Christen.Wilcox@Peoriaaz.gov

Federal Identification Number: 86-6003634

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to: Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

8351 W. Cinnabar Avenue

Peoria, Arizona 85345

Attn: Brenda Hope

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Chief Roy W. Minter
Peoria Police Department



9/26/11 623-713-7059
Date Telephone

Signature of Authorized Official of Governmental Unit:

Carl Swenson, City Manager
City of Peoria

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **402-PT, Task 2**, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|-----------|---------------------------------------------|-----------|---------------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <i><u>Authorization to Proceed Date</u></i> | | <u>\$10,744.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

**cc: Agenda Item: 9C
Amend No. _____**

Date prepared:

Council Meeting Date:

TO: Carl Swenson, City Manager

FROM: Thomas Solberg, Fire Chief

SUBJECT: Authorization to accept a grant from the U.S. Department of Homeland Security in the amount of \$1,200.

RECOMMENDATION:

Discussion and possible action to accept \$1,200 from the U.S. Department of Homeland Security awarded to the Fire Department for Arson Investigation Training.

In addition, it is recommended that the Mayor and Council approve a budget amendment of \$1,200 from the proposed Grant Contingency Account (7990-7990-5700000) to the Fire Department Training Grant Account (7670-7870-520510), thus providing expenditure authority for the grant fund account listed below:

SUMMARY:

The Peoria Fire Department was awarded a Fire Prevention and Safety Grant in the amount of \$1,200 from the U.S. Department of Homeland Security. The grant award will be used to fund two Fire Inspectors to attend International Association of Arson Investigation Level III and IV training. The arson training that the grant funds will ensure sufficient personnel is adequately trained to investigate cause and origin for all fires within the City.

FISCAL NOTE:

Grant funds will be used for course training. Additional expenses such as travel related will be paid from the Fire Department's budget. Acceptance of the Grant requires matching funds from the City in the amount of 20 percent. The \$240 match will come from the account 7545-7795-522099 program #19035

CONTACT: Larry Rooney, Deputy Chief, Administration, 773-7905

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10R

Date Prepared: September 28, 2011

Council Meeting Date: October 18, 2011

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Public hearing: Proposed Recommendations by the City to the Arizona State Liquor Board for a new restaurant liquor license.

Purpose:

Pursuant to Arizona Law the City must recommend to the State Liquor Board for approval, applications to sell alcoholic beverages in the City. The Standard for the recommendation is whether the best interest of the community will be served by the issuance of this license and whether the public convenience is served.

Background/Summary:

Marissa A. Montoya, Agent for Bibiano's Mexican Restaurant, has applied for a New Restaurant Liquor License (Series 12) located at 10651 W. Olive Avenue #106.

Diane M. Cooper-Frias, Agent for The Curve on Peoria Bar & Grill, has applied for a Person to Person Transfer for an On-Sale all Liquor License (Series 06) located at 8455 W. Peoria Avenue. The public hearing notices were posted for at least 20 days, and no comments were received during the posting period. The license applications were reviewed according to State law and all Departments gave approvals.

Previous Actions:

March 2006, the Mayor and Council recommended approval to Arizona State Liquor Board for El Patio Mexican Restaurant for a new restaurant liquor license (Series 12) at 10651 W. Olive Avenue #106

August 2008, the Mayor and Council recommended approval to Arizona State Liquor Board for The Curve on Peoria Bar & Grill for a Person to Person Transfer for an On-Sale all Liquor License (Series 06) located at 8455 W. Peoria Avenue.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Bibiano’s Mexican Restaurant, located at 10651 W. Olive Avenue #106, Marizza A. Montoya, Applicant, LL#20002596.

Recommend approval to the Arizona State Liquor Board for a Person to Person Transfer for an On-Sale all Liquor License (Series 06) for The Curve on Peoria Bar & Grill, located at 8455 W. Peoria Avenue, Diane M. Cooper-Frias, Applicant, LL#20003638.

B: Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Bibiano’s Mexican Restaurant, located at 10651 W. Olive Avenue #106, Marizza A. Montoya, Applicant, LL#20002596.

Recommend denial to the Arizona State Liquor Board for a Person to Person Transfer for an On-Sale all Liquor License (Series 06) for The Curve on Peoria Bar & Grill, located at 8455 W. Peoria Avenue, Diane M. Cooper-Frias, Applicant, LL#20003638.

Staff’s Recommendation:

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Bibiano’s Mexican Restaurant, located at 10651 W. Olive Avenue #106, Marizza A. Montoya, Applicant, LL#20002596.

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a Person to Person Transfer for an On-Sale all Liquor License (Series 06) for The Curve on Peoria Bar & Grill, located at 8455 W. Peoria Avenue, Diane M. Cooper-Frias, Applicant, LL#20003638.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicants have been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: New Liquor License Application.

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 12 12078764

1. Type of License(s): RESTAURANT

2. Total fees attached: \$ 148.00 Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant Information

- Owner/Agent's Name: Ms. Montoya Marissa Alta-gracia
Corp./Partnership/LLC: Bibiano's Mexican Restaurant, LLC
Business Name: Bibiano's Mexican Restaurant
Principal Street Location: 10651 W. Olive #106 PEORIA MARICOPA 85345
Business Phone: 623-972-0202
Is the business located within the incorporated limits of the above city or town? YES
Mailing Address: 10651 W. Olive #106 PEORIA AZ 85345
Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY
Fees: Application 100.00 Interim Permit Agent Change Club Finger Prints \$ 48.00 148.00 TOTAL OF ALL FEES
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES
Accepted by: Date: 5/27/11 Lic. # 12078764

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
 (Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
 (Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____
 Day Month Year

 (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Montoya	MARISSA	A	100	[REDACTED]	[REDACTED]

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: Bibiano's Mexican Restaurant, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 4/22/2011 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: — Date authorized to do business in AZ: —
4. AZ L.L.C. File No: L16759398 Date authorized to do business in AZ: 4/22/2011
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Montoya	Marissa	Altigracia	Managing MEMBER	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Montoya	Marissa	Altigracia	100%	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: NIA Date Chartered:
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

MAY 27 11:41 AM 2011

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Physical Street Location of Business: _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: _____
(Other than business) Street _____
City, State, Zip _____
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

- 1. Current Business: Name _____
(Exactly as it appears on license) Address _____
- 2. New Business: Name _____
(Physical Street Location) Address _____
- 3. License Type: _____ License Number: _____
- 4. If more than one license to be transferred: License Type: _____ License Number: _____
- 5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

11 MAY 27 11:41 AM Lic. #11234

- 1. Distance to nearest school: _____ ft. Name of school _____
Address _____
City, State, Zip _____
- 2. Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name WM GRACE CO
Address 7575 N. 10th Suite 100 Phoenix AZ 85020
City, State, Zip _____

4a. Monthly rental/lease rate \$ 3400 What is the remaining length of the lease 3 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other eviction
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Mexican Restaurant

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

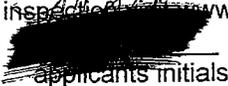
- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant/Hotel/Motel Records Required for Audit (form LIC 1013) with this application.



As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection, visit www.azliquor.gov and click on the "Information" tab.


 applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? June 1, 2011
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

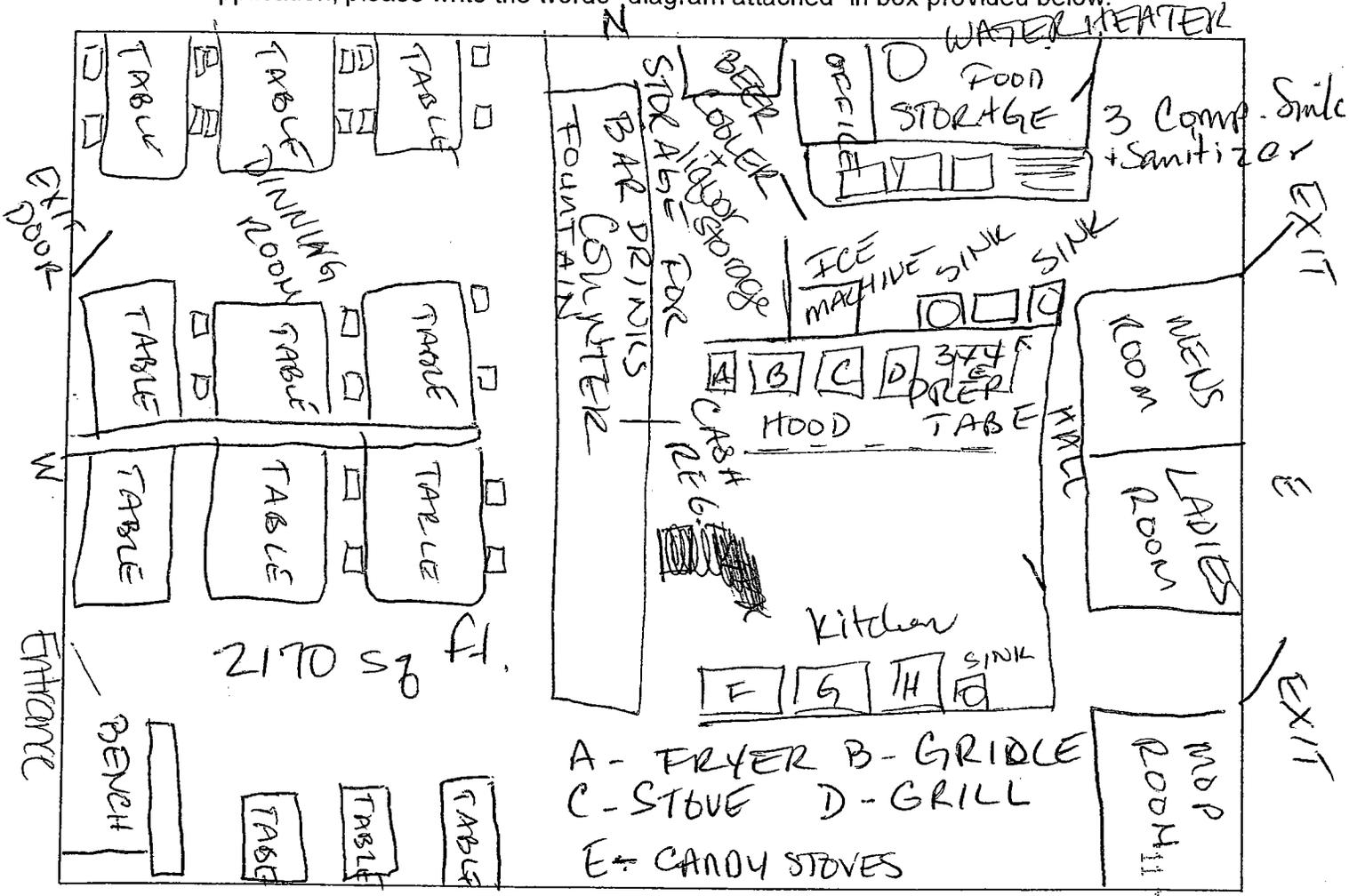
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.


 applicants initials

SECTION 16 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Marissa Attagracia Montoya
 (print full name of applicant)

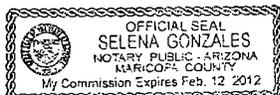
hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true and complete.

[Redacted Signature]
 (signature of applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

15th of May 2011
 Day Month Year



My commission expires on: _____
 Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

11 MAY 27 11:44 AM 1235

RESTAURANT OPERATION PLAN

LICENSE # 12078764

1. List by Make, Model and Capacity of your:

Grill	Imperial
Oven	NO OVEN
Freezer	NO FREEZER
Refrigerator	1 Beer Cooler Beverage Air, 2 DOOR EVEREST
Sink	2 stainless hand sink 1 prep sink
Dish Washing Facilities	3 compartment sink amal sanitizer
Food Preparation Counter (Dimensions)	3' x 4' table, 5' Steam table, 3' Deli Table
Other	

2. Print the name of your restaurant: Bibiano's Mexican Restaurant, LLC

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

- a. Restaurant area of your premises [54]
- b. Bar area of your premises [+ 0]
- c. Total area of your premises [54]

5. What type of dinnerware and utensils are utilized within your restaurant?
 Reusable Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). Yes _____ % No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 100 %

*Disabled individuals requiring special accommodations, please call (602) 542-9027

8. Does your restaurant contain any games or television? Yes No
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).

9. Do you have live entertainment or dancing? Yes No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

Manager - oversee the day to day ops.
Hostess - Greet and seat all customers
Waiter/Waitress - will take all customers orders for food and drinks. They will make sure the customers orders are properly made. Will bring any concerns or problems immediately to the attention of the manager.
Buser - Clean tables, chairs, floors, deal with spills, do drink refills if needed.
Cooks - will prepare all food and plate it as orders come in.
Bartender - will make all alcoholic & non alcoholic drinks and assist the waiters in keeping track of any issues or concerns.

I, Marissa AHagracia Montoya, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read this application and the contents and all statements true, correct and complete.


(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
13th day of May, 2011
Day of Month Year

My commission expires on:




OF NOTARY

1158727144.LIC.M12305

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W. Washington 5th Floor

Phoenix, AZ 85007-2934

www.azliquor.gov

(602) 542-5141

RECORDS REQUIRED FOR AUDIT

SERIES 11 (HOTEL/MOTELW/RESTAURANT AND SERIES 12 (RESTAURANT)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of *all* food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, *accurate* inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Returns
 - B. Income Tax Return - city, state and federal (copy)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government

11 MAY 27 11:41 AM '12

- B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages
13. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (print licensee name):

Montoya Marissa Attagracia
 Last First Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this

15 day of May 2011
 Day Month Year

[Redacted Signature of Licensee]

(Signature of Licensee)



[Redacted Signature of Notary Public]

(Signature of NOTARY PUBLIC)

My commission Expires on:

Day Month Year

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

802,669

ANS
7 1065014

APPLICANT QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLCC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLCC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

12078764

(If the location is currently licensed)

1. Check appropriate box -> [] Controlling Person [] Agent [] Manager (Only)
(Complete Questions 1-19) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: Montoya Marissa Altagracia Date of Birth: / /
Last First Middle (NOT a Public Record)

3. Social Security Number: Drivers License #: State:
(NOT a public record) (NOT a public record)

4. Place of Birth: City State Country (not county) Height: Weight: Eyes: Hair:

5. Marital Status [] Single [] Married [] Divorced [] Widowed Daytime Contact Phone:

6. Name of Current or Most Recent Spouse: Last First Middle Maiden Date of Birth: / /
(List all for last 5 years - Use additional sheet if necessary) (NOT a public record)

7. You are a bona fide resident of what state? If Arizona, date of residency:

8. Telephone number to contact you during business hours for any questions regarding this document.

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Premises Phone:

11. Physical Location of Licensed Premises Address: 10651 W. Olive Ave #106 + #107 PEORIA MARICOPA
Street Address (Do not use PO Box #) City County Zip 85345

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Rows include Assistant, Assistant, and Cashier.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 13

13. Indicate your residence address for the last five (5) years:

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Rows include current and previous residence addresses.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

802,669

JMS
P1065014

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLCC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #

12078764

(If the location is currently licensed)

1. Check appropriate box →

<input checked="" type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input checked="" type="checkbox"/> Agent (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21	<input type="checkbox"/> Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21
----------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------

2. Name: Montoya Marissa Atzagracia Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: [REDACTED]
(NOT a public record)

4. Place of Birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: Montoya Charles Matthew Date of Birth: [REDACTED]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 3-6-89

8. Telephone number to contact you during business hours for any questions regarding this document. [REDACTED]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Bibiano's Mexican Restaurant Premises Phone: 623-972-0202

11. Physical Location of Licensed Premises Address: 10651 W. Olive Ste 106 Peoria Maricopa
Street Address (Do not use PO Box #) City County Zip 85344

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
6/2010	CURRENT	[REDACTED]	[REDACTED]
8/2008	4/2010	[REDACTED]	[REDACTED]
7/2006	12/2008	[REDACTED]	[REDACTED]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
2/2011	CURRENT	Rent	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4/2010	2/11	Rent	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8/2004	4/2010	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

If you checked the Manager box on the front of this form skip to # 15

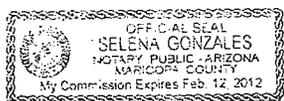
14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
 If you answered YES, how many hrs/day? 11, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
 If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, any other liquor license in this or any other state? YES NO

If you answer any of these is "YES" YOU MUST
 Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED.

20. I, Marissa Attagracia Montoya hereby declare that I am the APPLICANT/REPRESENTATIVE
 (print full name of Applicant)
 in filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

[Signature]
 (Signature of Applicant)

State of Arizona County of Maricopa



The foregoing instrument was acknowledged before me this
13 day of May, 2011
 Year

My commission expires on: _____
 Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
 The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____ day of _____
 Signature of Controlling Person or Agent (circle one) Month Year

 Print Name (Signature of _____ PUBLIC)

My commission expires on: _____
 Day Month Year



**ARIZONA STATEMENT OF CITIZENSHIP
AND ALIEN STATUS FOR STATE PUBLIC BENEFITS**
Professional License and Commercial License
Department of Liquor Licenses and Control

11 MAY 27 6:49 AM 1236

Liquor License #: 12078764

Ownership Name: Bibiana's Mexican Restaurant LLC
(as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Marissa Attagracia Montoya DATE 5/13/2011

TYPE OF APPLICATION (check one) INITIAL APPLICATION RENEWAL

TYPE OF LICENSE Restaurant

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Birth Certificate

A. Are you a citizen or national of the United States? (check one) Yes No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City Flagstaff State (or equivalent) AZ Country or Territory Coconino

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

802, 669

ANS P1040612

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

12078764

(If the location is currently licensed)

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

1. Check appropriate box -> [] Controlling Person [] Agent [X] Manager (Only)
(Complete Questions 1-19) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: RASCON Jose Angel Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: [REDACTED]
(NOT a public record) (NOT a public record)

4. Place of Birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]
City State Country (not county)

5. Marital Status [] Single [X] Married [] Divorced [] Widowed Daytime Contact Phone: [REDACTED]

6. Name of Current or Most Recent Spouse: RASCON PAULA MARIE CARAIHO Date of Birth: [REDACTED]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1985

8. Telephone number to contact you during business hours for any questions regarding this document: [REDACTED]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Bibiano's Mexican Restaurant Premises Phone: 602-972-0202

11. Physical Location of Licensed Premises Address: 10651 W Olive Ave #106107 PEORIA MARICOPA AZ 8534
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 8/99, CURRENT, MANAGER/owner, [REDACTED]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 13

13. Indicate your residence address for the last five (5) years:

Table with 6 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: 10/04, CURRENT, own, [REDACTED], [REDACTED], [REDACTED]

If you checked the Manager box on the front of this form skip to # 15

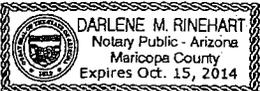
14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Jose Angel Rascon hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

[Signature]
(Signature of Applicant)

State of Arizona County of Maricopa



My commission expires on:

10/15/2014
Day Month Year

The foregoing instrument was acknowledged before me this
27th day of May, 2011

[Signature]
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

[Signature]
Signature of Controlling Person or Agent

State of Arizona County of Maricopa

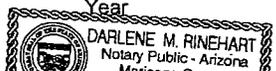
The foregoing instrument was acknowledged before me this
27th day of May, 2011
Month Year

Marissa Altogradia Montoya
Print Name

[Signature]
(Signature of NOTARY PUBLIC)

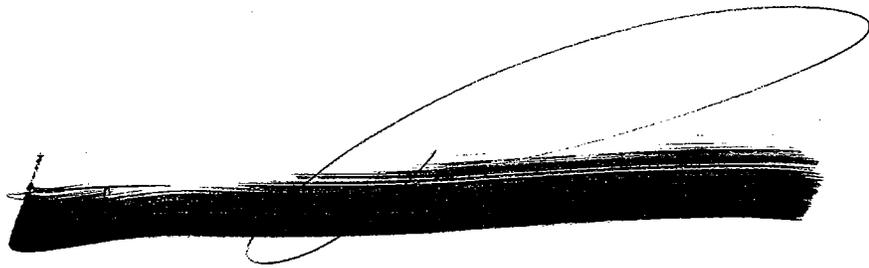
My commission expires on:

10/15/2014
Day Month Year



I Jose Angel Rascon am currently
an agent for Super Carniceria El Taracu,[#]
and had applied for license # 10113154.

This was for Mercado la Mexicana in
Elroy, Arizona however we never completed
construction and were unable to open.



5/27/2011

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Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a

- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER Explain

SECTION 3 Type of license and fees

LICENSE #: 06070649

Department Use Only

1. Type of License: 06 2. Total fees attached: \$

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Ms. COOPER-Frias DIANE Marie
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: DIANE M. COOPER, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: The Curve on Peoria Bar & Grill
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 8455 W. Peoria Ave; Peoria, AZ 85345
(Do not use PO Box Number) City County Zip
5. Business Phone: 623-878-4250 Daytime Contact: [REDACTED]
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 7132 W Redfield Rd, Peoria, AZ 85381
City State Zip
8. Enter the amount paid for a bar, beer and wine, or liquor store license\$ _____ (Price of License only)

DEPARTMENT USE ONLY

Fees: 100.00 Application 100.00 Interim Permit 24.00 Agent Change 0 Club 24.00 Finger Prints \$ 224.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: JB Date: 08-08-11 Lic. # 06070649

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 06070649
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, John Durma, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of AZ County of MARICOPA

X. [Signature]
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: 5-5-2013 Day of Aug 2011 Month Year



DIANE M. COOPER
Notary Public - Arizona
Maricopa County
My Commission Expires
May 5, 2013

Day of Aug 2011 Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
<i>(This section is crossed out with a large diagonal line)</i>					

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>	<i>(This section is crossed out with a large diagonal line)</i>					
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#
<i>(This section is crossed out with a large diagonal line)</i>					

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06070649

Issue Date: 1/16/2009

Expiration Date: 1/31/2011

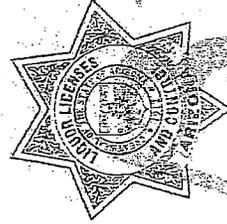
Issued To:
JOHN DURMA, Agent
CURVE ON PEORIA LLC, Owner

Location:
CURVE ON PEORIA
8455 W. PEORIA AVE
PEORIA, AZ 85345

Bar

Mailing Address:

JOHN DURMA
CURVE ON PEORIA LLC
CURVE ON PEORIA
8455 W PEORIA AVE
PEORIA, AZ 85345



POST THIS LICENSE IN A CONSPICUOUS PLACE

FERRIA OLIVER, SR.
DIRECTOR



SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: DIANE M. COOPER, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 8-1-11 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L16972908 Date authorized to do business in AZ: 8-3-11
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Cooper	Diane	MARIE	member Owner	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Cooper	Diane	MARIE	100%	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: DURMA JOHN Entity: AGENT
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: CURVE ON PEORIA LLC
(Exactly as it appears on license)
3. Current Business Name: CURVE ON PEORIA
(Exactly as it appears on license)
4. Physical Street Location of Business: Street 875 W. PEORIA AVENUE
City, State, Zip PEORIA, AZ. 85345
5. License Type: AB License Number: 06070649
6. Current Mailing Address: Street 8455 W. Peoria Avenue
(Other than business) City, State, Zip Peoria, AZ 85345
7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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9. I, John Durma, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

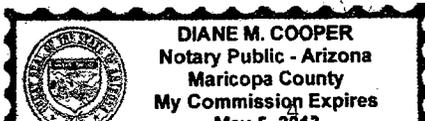
I, John Durma, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT LICENSEE)

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this 5th day of Aug 2011
Day Month Year

My commission expires on: 5-5-2013

(Signature of NOTARY PUBLIC)



Bill of Sale

IN CONSIDERATION OF THE SUM OF:

One Hundred Eighty-Five Thousand Dollars And No Cents lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

The Curve On Peoria, LLC, an Arizona Limited Liability Company

hereby grants, bargains, sells and transfers unto the BUYER:

Diane M. Cooper, LLC, an Arizona Limited Liability Company

and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain business known as, **The Curve On Peoria Bar & Grill**, presently located at, **8455 W. Peoria Avenue, Peoria, AZ 85345**, and all right, title and interest in and to all assets described in the Purchase Agreement, including but not limited to, the business trade name, tradestyle, goodwill, leasehold interest and improvements, covenant not to compete, inventory, State of Arizona Liquor License #06070649, and that certain equipment per the attached Exhibit "A", which exhibit is incorporated herein by reference.

This bill of sale is conditional on and subject to the liens, terms and conditions imposed by that certain promissory note and chattel security agreement by and between the buyer and seller or assignee entered into this same date.

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: August 8, 2011

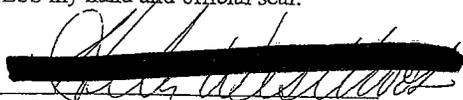
The Curve On Peoria, LLC, an Arizona Limited Liability Company

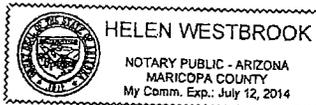

John Durma, Member

State of ARIZONA }ss:
County of Maricopa

On August 8, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Durma, Member, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



Escrow No.: 00111294

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EXHIBIT "A"

EQUIPMENT (ASSETS)

<u>Number</u>	<u>Item</u>	
1	#6 Liquor License Maricopa County	#06070649
4	1/2 Moon Tables With Attached Seating	
3	Hex Top Tables With Attached Seating	
1	Octagon Tables With Attached Seating	
16	High Back Barstools	
2	Electronic Cash Registers	
10	Backless Bar Stools	
1	Ice Storage Bin	
1	Freezer (Glass Cooler)	
1	Jockey Box for Drink Ice Cubes	
1	Upright Freezer (Frigidaire)	
1	Upright Freezer (White)	
1	8'x10' Walk In Cooler	
1	In Line Glycol Tap System	
1	Upright Refrigerator (Frigidaire)	
2	4 Shelf Chrome Plated Cooler Racks	
3	Stainless Steel MakeReady Kitchen Tables	
1	Large Stainless Steel 3 Tub Sink	
1	Small Stainless Steel 3 Tub Sink	
1	Small Stainless Steel 3 Tub Sink	di [REDACTED]
1	Medium Plastic 1 Tub Sink	
2	Deep Fryers (Frymaster) 351b.	
1	Commercial Range W/Oven (CRC)	
1	48" 4 Burner Gas Grill	
1	10' Hood W/Ansel System	
1	Pizza Oven (Pizza Max)	
1	Microwave Oven (Samsung)	
Misc.	Kitchen Dishes & Utensils	
2	4 Drawer File Cabinets	
1	2 Drawer Computer Desk	
1	Small Safe	
1	Security Camera System W/ 8 Live and 6 Fake Cameras	
6	HD Boxes For Direct TV Reception	
1	TV Dish	

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[REDACTED]

<u>Number</u>	<u>Item</u>
1	WII System: Set-Up:
2	42" Flatscreen TV's
6	27" Flatscreen TV's
2	Large JBL 100 Speakers
1	Cannon P23-DH Calculator
1	Cordless Phone System W/2 Handsets
1	Small Stainless Steel Sink (In Bar)
1	Electronic ID Scanner
Misc.	Antique Wall Decor (Sport Theme)
6	Round Resin Patio Tables
2	Rectangular Resin Patio Tables
20	Stools
4	Ceiling Fans (Interior)
4	Ceiling Fans (Exterior)
15	Track Lighting Fixtures W/Lights
2	Electric Hand Dryers
2	Paper Towel Dispensers
Misc.	Glassware and Pitchers
3	Poker Table Tops W/Chips
1	Bar
1	Back Bar
1	Liquor Storage Cabinet
1	TV For Karaoke
1	TV For Patio

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~~_____~~
~~_____~~

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
 (Exactly as it appears on license) Address _____

2. New Business: Name _____
 (Physical Street Location) Address _____

3. License Type: _____ License Number: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 5280 ft. Name of school Peoria High School
 Address 11200 N. 83rd Ave, Peoria, AZ 85345
City, State, Zip

2. Distance to nearest church: 2500 ft. Name of church Desert Shadows Baptist
 Address 8412 W. Washington, Peoria, AZ 85345
City, State, Zip

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name Perkins Enterprises
 Address 13825 N. 7th St, Stem, Phx, AZ 85022
City, State, Zip

4a. Monthly rental/lease rate \$ 2397 What is the remaining length of the lease 3 yrs. 5 mos. + 5yr opt.

4b. What is the penalty if the lease is not fulfilled? \$ unknown or other _____
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? \$ 0
 Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Bar & Grill

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 06070649 (exactly as it appears on license) Name John Dupina de Curve in Florida

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 _____ and license #: _____
Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

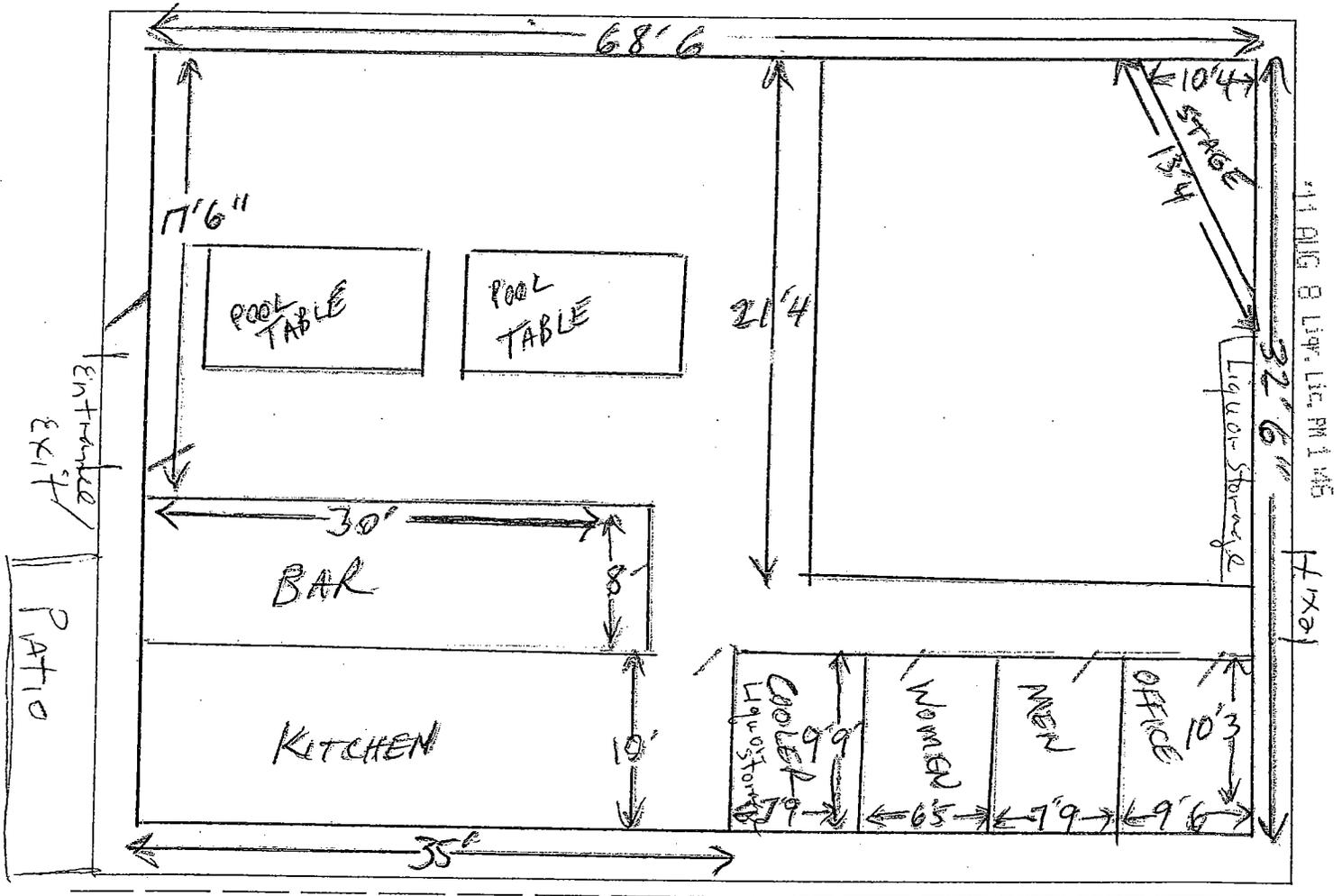
- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.


applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

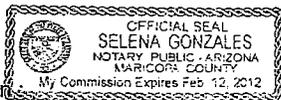
I, Diane M^{ADP} Cooper-Frias, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Redacted Signature]
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

4th Day of August 2011
[Redacted Signature]
signature of NOTARY PUBLIC



My commission expires on _____ Day _____ Month _____ Year

AZ CORPORATION COMMISSION
FILED

AZ Corp. Commission
03546544

ARTICLES OF ORGANIZATION
OF
Diane M. Cooper, LLC

AUG 01 2011

FILE NO. 11972908

ARTICLE I

The name of this Limited Liability company is Diane M. Cooper, LLC.

ARTICLE II

This Limited Liability company is organized to transact any and all lawful business for which a Limited Liability company may be organized under Arizona law.

ARTICLE III

The address of the registered office of the company is 7132 W. Redfield Rd, Peoria, AZ 85361.

ARTICLE IV

The name and address for the company's agent for service of process is Diane Cooper 7132 W. Redfield Rd, Peoria, AZ 85361.

ARTICLE V

The company will dissolve on December 31, 2043, unless sooner terminated by the consent of its members or by operation of law.

ARTICLE VI

Management of this Limited Liability company is reserved to its members.

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ARTICLE VII

The names and addresses of the Members of this Limited Liability company:

Diane M. Cooper 7133 W. Redfield Rd, Scotts, AZ 85141.

Dated this 27th day of July, 2011

Diane M. Cooper

CONSENT TO ACT AS STATUTORY AGENT

I, Diane M. Cooper, having been designated to act as statutory agent, hereby consent to act in that capacity until removed, or until resignation is submitted in accordance with Arizona Revised Statutes.

Diane M. Cooper

Dated: 7-27-11

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

P1065440 \$

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLCC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLCC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #
06070649

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete All Questions except # 14, 14a & 21) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: COOPER-FRIAS, DIANE Last First Middle Date of Birth: [Redacted] (NOT a Public Record)

3. Social Security Number: [Redacted] Drivers License: [Redacted] State: [Redacted] (NOT a public record)

4. Place of Birth: [Redacted] State: [Redacted] Country: [Redacted] (not county) Height: [Redacted] Weight: [Redacted] Eyes: [Redacted] Hair: [Redacted]

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: [Redacted]

6. Name of Current or Most Recent Spouse: FRIAS, Ronald E Last First Middle Maiden Date of Birth: [Redacted] (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1958

8. Telephone number to contact you during business hours for any questions regarding this document: [Redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: The Curve on Peoria Bar & Grill Premises Phone: 623-878-4250

11. Physical Location of Licensed Premises Address: 8455 W. Peoria Ave, Peoria Maricopa 85345 Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
8/2001	CURRENT	BS owner	[Redacted]
			[Redacted]
			[Redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
7/2003	CURRENT	OWN	[Redacted]	[Redacted]	[Redacted]	[Redacted]

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
 If you answered YES, how many hrs/day? 2, and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
 If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. [REDACTED] EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

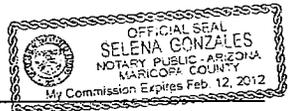
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions. SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED.

DAVID MARCO COOPER-FRIAS hereby declare that I am the APPLICANT/REPRESENTATIVE (print full name of Applicant) filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

[REDACTED SIGNATURE]
 (Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 11 day of August, 2011. [REDACTED] Year
 (Signature of NOTARY PUBLIC)

My commission expires on: 
 Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

[REDACTED SIGNATURE] day of [REDACTED] Year
 Signature of Controlling Person or Agent (circle one)

 (Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
 Day Month Year

11 AUG 8 11 AM LIC. DIV.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11R

Date Prepared: September 14, 2011

Council Meeting Date: October 18, 2011

TO: Carl Swenson, City Manager

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

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

SUBJECT: Z 08-02 – Aloravita Planned Community District

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request to rezone approximately 1,262 acres (2.0 square miles) from General Agricultural (AG) to Planned Community District (PCD) to facilitate a master-planned community consisting of up to 3,939 detached single-family residential homes, two school sites and interconnected parks, trails and open spaces.

Background/Summary:

In 2006, the applicant was the successful bidder in the Arizona State Land Department (ASLD) public auction for two sections of vacant land or approximately 1,262 acres (2.0 square miles). The “northern parcel” is bounded by the 67th Avenue alignment (east), 75th Avenue alignment (west), Jomax Road (south) and the Dynamite Boulevard alignment (north). The “southern parcel” is bounded by the 75th Avenue alignment (east), Jomax Road (north), Happy Valley Parkway (south) and the 83rd Avenue alignment (west). Each parcel contains topographical constraints such as hillside areas and major drainage ways.

The initial filing of the Planned Community District (PCD) occurred in February of 2008, as two separate applications under the names *Tusoul* and *Aloravita*. The application – and subsequent iterations of the plan -- generated significant public interest and opposition, predominantly from residents of the West Wing Mountain community. The various iterations and conclusions are thoroughly documented in Exhibit 1 (August 18, 2011 Planning & Zoning Commission Staff Report). In short, most participants in the public process expressed a desire for a residential community that was familiar and compatible with the character and density exhibited by established communities in the area such as West Wing Mountain, Rock Springs I/II, Terramar and Sonoran Mountain Ranch. Previous iterations of the plan included elements that were of particular concern and thereby opposed such as (a) commercial or mixed-use areas; (b) roundabouts on 83rd Avenue; (c) multi-family residential; (d) attached single-family residential; and (e) lot sizes less than 6,000 square feet in area.

The final plan iteration (now collectively called *Aloravita*) has appeared to garner full public support. Most recently, the applicant held a meeting on August 9, 2011 at the West Wing Community Center, in which 27 people attended, to unveil the latest iteration. Most attendees expressed support for the changes and were pleased that the Developer ultimately produced a plan that responded to the expressed desires of the community. On August 18, 2011, the Planning & Zoning Commission voted unanimously to recommend approval of the Aloravita PCD. There were three (3) speakers – two expressed support for the resulting project and the third had general questions regarding his property in the area. Staff has not received any written or oral opposition against the latest iteration – the plan that is now the subject of this request.

Aloravita PCD (overall)

Collectively, the northern and southern parcels will yield up to 3,675 dwelling units, two school sites (one high school and one elementary school), a city park site, several miles of public and private trails, and 323.9 acres of natural open space to be donated to the City (26% of total project area). The gross density of both parcels combined is 2.91 du/ac with the caveat that should the high school not develop, additional units may be constructed, thereby increasing the overall unit count to 3,939 units (3.12 du/ac). All lots within Aloravita are to be no smaller than 6,000 square feet in size with standards conforming to the City’s R1-6 Single-Family Residential District and the Hillside Development Overlay District which will require larger lot sizes for affected lots. The Aloravita PCD has also referenced the City’s Design Review standards for Single-Family Residential development, which will dictate subdivision layout, product mix and design, amenities and useable open space percentages.

Land Use Summary		
	North Parcel	South Parcel
Gross Acres	634.2 ac	627.8 ac
Maximum Dwelling Units	1,675 units*	2000 units
Gross Density	2.64 units per acre*	3.19 units per acre
Projected Population	4,556*	5,440
Commercial Acres	0 acres	0 acres
Public Facilities		
Projected K-8 Schools	N/A	1 site (PUSD)
Projected High Schools	1 site (DVUSD)	N/A
Police/Fire	N/A	N/A
Public Parks / Open Space	Approximately 183.6 acres	Approximately 140.3 acres

* In the event that the Deer Valley Unified School District elect not to construct the high school, up to 264 single-family homes may develop on the high school site, thereby increasing this parcel’s unit count to 1,939 and increasing the density to 3.06 units per acre.

Aloravita PCD (Northern Parcel)

Approximately one-third of the 634-acre northern parcel is subject to the City's Hillside Development Overlay (>10% slope). The Overlay dictates disturbance, lot size, cut-and-fill, edge treatment, wall standards and other topic areas. Additionally, the PCD provides for areas above the 25% slope line to remain undisturbed and be donated to the City of Peoria for inclusion into the East Wing Mountain Preserve. Overall, the hillside preserve and wash corridors account for approximately 116.5 acres of natural open space or 18% of the northern parcel. The total open space figure increases to approximately 183 acres when considering the minimum required useable open space within each subdivided parcel per the City's Design Review Standards.

The PCD proposes up to 1,675 detached single-family residential homes (2.64 du/ac). Additionally, pursuant to the terms of the State Land auction Certificate of Purchase, the Deer Valley Unified School District has seven (7) years (from the 2006 Certificate of Purchase) to accept a 60-acre dedicated site and construct a school. The high school site is located at the corner of 75th and Jomax. To date, the DVUSD has expressed a lack of desire for another high school at this time or in this location. Should the District not exercise its option, the site has an underlying residential allowance which would permit an additional 264 homes. With the allowance and current DVUSD position, the total residential units on the northern parcel could increase up to 1,939 residential units (3.12 du/ac). Additionally, under this scenario (High School site not developing), additional open space would be provided to facilitate an 8-acre Peoria Neighborhood Park and trailhead.

Aloravita PCD (Southern Parcel)

The southern parcel is relatively flat with a slight change in grade from northeast to southwest. The site is bounded by New River to the east (adjacent to Terramar) and bisected by Rock Springs Wash. Both washes are to be preserved and enhanced with restorative vegetation and passive amenities. This site also contains the "toe" of West Wing Mountain near the southwest corner near 83rd Avenue and Happy Valley Parkway which will be donated to the City for inclusion into the West Wing Preserve. Collectively, these three natural features account for approximately 114 acres (18%) of the 628-acre parcel.

The PCD proposes up to 2,000 detached single-family residential homes (3.19 du/ac). It will also provide a centrally-located 15-acre elementary school site and an 11-acre Neighborhood Park. Additionally, pursuant to the terms of the State Land auction Certificate of Purchase, the Peoria Unified School District (PUSD) has seven (7) years (from the 2006 Certificate of Purchase) to accept the 15-acre dedicated site and construct the school. However, the Developer has expressed a willingness to extend the term by an additional five (5) years beyond the initial seven-year term.

In the event that the Peoria Unified School District (PUSD) decline to build a school in this parcel, the developer is required to enlarge the Neighborhood Park to 15 acres reflecting a loss in joint-use opportunities with the school. Unlike the northern parcel, however, there will be no increase in the number of units should the construction of the school not occur. Therefore, regardless of whether or not the school develops, the proposed unit count of 2,000 homes and the density of 3.19 du/ac will remain.

Conformance with the General Plan

The August 18 P&Z Staff Report (Exhibit 1) contains an extensive analysis demonstrating the conformance of the proposed PCD to the Peoria General Plan. The character and density of the project is compatible with surrounding developments and is within the range provided by the underlying land use designation. Additionally, donative and overall open space far exceeds the minimum requirement and will help facilitated a planned community of interconnected parks, trails and open spaces.

Development Agreement

Accompanying the PCD Zoning entitlement is a narrowly drafted Development Agreement that principally addresses vested rights and the timing, credits and obligations attached to the parks, open spaces and trails. The proposed Development Agreement will be a separate item on the Council Agenda for action. The Development Agreement does not alter the zoning entitlement – rather it serves as an implementation tool.

Previous Actions:

As outlined above, this request has considerable history with City staff and with the surrounding communities. Throughout the process, the applicant hosted numerous community meetings which included residents from West Wing Mountain, Terramar, and Rock Springs. Regular working meetings were also held between the applicant and various City departments. Ultimately, these meetings resulted in staff support, and equally as important, the support of the surrounding neighbors.

On August 18, 2011, Case Z 08-02 received a unanimous recommendation of approval from the Planning & Zoning Commission.

Options:

- A:** Approve the PCD as recommended by Staff and the Planning & Zoning Commission; or
- B:** Approve the PCD with modifications; or
- C:** Deny the PCD; or
- D:** Continue action on the PCD to a date certain or indefinitely; or
- E:** Remand action on the PCD back to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's August 18, 2011 unanimous recommendation to approve Case Z 08-02 subject to the *revised* conditions of approval included in the attached Ordinance.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City. However, as the community develops, the City would have operational costs associated with the provision and maintenance of services for public safety, water/wastewater, transportation, recreation and general governance.

Narrative:

Should the City Council take action to approve the PCD, the most immediate step would be to consider and take action on an accompanying Development Agreement that defines timing, credits and obligations for parks, open spaces and infrastructure. Thereafter, to develop the property, the Developer would need to submit Preliminary/Final Plats (subdivisions), infrastructure plans, and various permits prior to construction. The Development would need to comply with the PCD, Development Agreement and any other relevant ordinances.

Exhibit(s):

Exhibit 1: August 18, 2011 Planning & Zoning Commission Staff Report with Exhibits

Exhibit 2: Aloravita Planned Community District (PCD)

Ordinance

Contact Name and Number:

Adam D. Pruet, AICP, LEED Green Associate, x5168

**August 18, 2011 Planning & Zoning Commission
Staff Report with Exhibits**



REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 08-02
DATE: August 18, 2011
AGENDA ITEM: 6R

Applicant: Aloravita II, LLC; represented by Paul Gilbert of Beus Gilbert, PLLC.

Request: ***Aloravita:*** Proposal to rezone two sections of land encompassing approximately 1,262 gross acres (2 square miles) from General Agricultural (AG) to Planned Community District (PCD) to allow for a planned community of up to 3,939 detached single-family residential units.

Location: North Parcel: Comprises a full section of land (1.0 square miles) bounded by 75th Avenue (west), 67th Avenue (east), Jomax Road (south) and the Dynamite Boulevard alignment (north) – APN 201-20-582.

South Parcel: Comprises a full section of land (1.0 square miles) bounded by the 83rd Avenue alignment (west), 75th Avenue alignment (east), Happy Valley Parkway (south) and Jomax Road (north) – APN 201-20-581.

Support / Opposition: This project has received considerable public interest since the submittal of the original version of the PCD in 2008. As a result, the Plan has undergone multiple revisions (see Exhibits B1-B5). A final neighborhood meeting is scheduled for August 9, 2011 (after the publishing of this report). Staff will provide a verbal report on the outcome of this meeting.

Recommendation: Recommend approval of Z 08-02 to the City Council.

AREA CONTEXT

1. Aloravita consists of approximately two square miles – 1,262 acres – of vacant land situated diagonally from each from the Jomax Road and the 75th Avenue alignment intersection. Each parcel has significant natural constraints such as hillside areas and major drainage ways.

- The North and South parcels were annexed into the City of Peoria under *Ordinance 89-34* in November of 1989. Upon annexation, the property was given equivalency zoning of General Agricultural (AG), but remained under the ownership of the Arizona State Land Department (ASLD). In June of 2006, the current applicant (as "Patriot American Arizona, LLC") was the successful bidder in the ASLD public auction for this property.

EXISTING AND SURROUNDING LAND USE AND ZONING (EXHIBIT A)

NORTH PARCEL	LAND USE	ZONING
Subject Property	Vacant	General Agricultural (AG)
North	Single-Family Residential ("Sonoran Mountain Ranch") – under development	Planned Area Development (PAD)
East	Single-Family Residential (City of Phoenix)	City of Phoenix R1-8 PRD
West	Single-Family Residential ("Rock Springs") – under development	Planned Area Development (PAD)
South	Single-Family Residential ("Terramar")	SR-43, R1-10, R1-8, & R1-6

SOUTH PARCEL	LAND USE	ZONING
Subject Property	Vacant	General Agricultural (AG)
North	Single-Family Residential ("Rock Springs") – under development	Planned Area Development (PAD)
East	Single-Family Residential ("Terramar")	R1-10, R1-8, & R1-6
West	Single-Family Residential ("West Wing Mountain")	Planned Community District (PCD)
South	Vacant	SR-43

PROJECT HISTORY

Application History – Initial Filing

- In February of 2008, Patriot American filed two separate Planned Community District (PCD) applications – one for each section of land – and a Minor General Plan Amendment. Case Z08-02 originally referred to just the southern parcel, which was called "Tusoul" and proposed a variety of uses such as neighborhood commercial, multi-family residential, PUSD K-8 school site and single-family residential (Exhibit B1). This proposal would have yielded approximately 2,812 residential units (611 of which were multi-family) and 10.2 acres of commercial.

4. The second application, known then as “Aloravita” (Case Z08-07), pertained to the northern parcel and proposed all single-family residential homes and a 60-acre DVUSD high school site (Exhibit B2). While much of this plan remains unchanged from when it was originally proposed, the most notable change was the relocation of the high school site from the southeast corner of the project to the southwest corner. The yield for this parcel was 2,245 homes in 2008.
5. Upon receipt of the City’s standard *Notification of Application*, staff began receiving considerable opposition, primarily focused on the southern parcel – Tusoul. The opposition against the Tusoul proposal essentially pertained to (a) overall project density; and (b) commercial land uses near the SEC of Jomax and 83rd Avenue; and (c) the multi-family residential component near 83rd and Jomax and near Happy Valley Parkway.
6. Staff held regular working meetings with the applicant and the development team in an attempt to work through the concerns expressed by the community. While progress was made, staff continued to receive opposition from nearby residents, primarily from the West Wing Mountain community. To assuage interests from the applicant and ASLD in moving the project forward to a public hearing, staff prepared a comprehensive list of stipulations. The development team found this solution undesirable and elected not to proceed to any public hearings. As a result, the project sat inactive for several months.

Application History – 2nd Major Plan Iteration

7. With a new development team, the southern parcel (“Tusoul”) was substantially modified and renamed as “The Villages at Aloravita.” The northern parcel (“Aloravita”) was renamed as “The Hills at Aloravita.” The revised PCD was resubmitted in October of 2009. Modifications to the southern parcel included the removal of the commercial and multi-family residential components; and the addition of a newly-proposed 78-acre mixed-use village core in the center of the parcel (Exhibit B3). The mixed-use core required a companion Minor General Plan Amendment (Case GPA 08-02).
8. The mixed-use core in The Villages at Aloravita was intended to advance sustainability and placemaking objectives by creating a limited “main-street” style commercial live-work area with residential homes located above commercial uses on the ground floor. To add to the vitality of the area, the plan centered the school and city park site around the core with supporting moderate density attached single-family residential uses. This request advanced the General Plan and was therefore supported by staff. Case GPA 08-02 was heard by the Planning & Zoning Commission on December 17, 2009 and received a unanimous recommendation of approval to the City Council.

9. Within 24 hours of the hearing, staff began receiving opposition to the case which ultimately led to the City Council's decision to require additional neighborhood work by the applicant and to remand the request back to the Planning & Zoning Commission for reconsideration. After several months and multiple neighborhood meetings with a representative „core group' of West Wing Mountain residents, the applicant recognized the impasse and elected to dispose of the mixed-use concept and attached single-family residential product in favor of an all detached single-family residential community.

Application History – 3rd Major Plan Iteration

10. With virtually no opposition to the northern parcel, the applicant worked closely with staff to modify the PCD document and land plan for the southern parcel. Both parcels were consolidated into one PCD under the name “Aloravita.” Absent a mixed-use core, staff worked with the applicant to advance placemaking objectives by creating a core area of moderate density detached single-family residential product types that would provide diversity in lot sizes centered around the city park and elementary school site. This area would contain lots ranging in size between 2,500 square feet and 4,500 square feet in area. The 2,500 and 3,500 square foot parcels were envisioned and structured with standards to facilitate an „alley-loaded product type' (Exhibit B4), in the same manner as seen in projects such as Verrado, Marley Park, Vistancia and other neo-traditional formats. Outside of the core and adjacent to West Wing and Rock Springs, the plan included parcels requiring a minimum lot size of 6,000 square feet.
11. The project was re-introduced to the West Wing core group on June 29, 2011, which appeared to be supportive of the all single-family residential concept. However, once the residents had the opportunity to digest the proposal and fully understand the variety of lot sizes within the project, opposition once again began to swell. A follow-up neighborhood meeting with the larger West Wing Mountain community was held on July 11, 2011. Most of those in attendance expressed opposition to the parcels allowing the smaller lot-size format (2500, 3500 and 4500 square foot lots). Many attendees expressed a view that lots less than 6,000 square feet in size were incompatible with the established character in the area and would drive down property values. The smallest lot size permitted for West Wing, Rock Springs and Terramar is 6,000 square feet.

Application History – 4th Major Plan Iteration / Current Proposal

12. At this time, the applicant has done as asked by the West Wing Mountain residents. The minimum lot size is now 6,000 square feet and there are no commercial, multi-family, or mixed-use components (Exhibit C1). It should also be noted that since the July 11, 2011 neighborhood meeting, the applicant has made a change to his development team. The applicant and this project are now

represented by Paul Gilbert from the law firm of Beus Gilbert, PLLC.

PROJECT DESCRIPTION

Overview

13. As currently proposed, the northern and southern parcels will yield up to 3,939 dwelling units, two school sites (one high school and one elementary school), a city park site, several miles of public and private trails, and 323.9 acres of natural open space to be donated to the City (26% of total project area). The gross density of both parcels combined is 2.91 du/ac with the caveat that should the high school not develop, additional units may be constructed, thereby increasing the density to 3.12 du/ac.
14. All lots within Aloravita are to be no smaller than 6,000 square feet in size with standards conforming to the City's R1-6 Single-Family Residential District. The Aloravita PCD has also referenced the City's Design Review standards for Single-Family Residential development, which will dictate subdivision layout, product mix and design, amenities and useable open space percentages.

Northern Parcel (Exhibit C2)

15. This parcel consists of approximately 634 acres and will yield up to 1,675 detached single-family residential homes (2.64 du/ac). Additionally, pursuant to the terms of the State Land auction Certificate of Purchase, the Deer Valley Unified School District has seven (7) years (from the 2006 Certificate of Purchase) to accept a 60-acre dedicated site and construct a school. The high school site is located at the corner of 75th and Jomax. To date, the DVUSD has expressed a lack of desire for another high school at this time or in this location. Should the District not exercise its option, the site has an underlying residential allowance which would permit an additional 264 homes.
16. With the allowance and current DVUSD position, the total residential units on the northern parcel could increase up to 1,939 residential units (3.12 du/ac). Additionally, under this scenario (High School site not developing), additional open space would be provided to facilitate an 8-acre Peoria Neighborhood Park and trailhead.
17. Approximately one-third of the northern parcel is hillside, which includes land above the 10% slope line. Areas above the 25% slope line will remain undisturbed and be donated to the City of Peoria for inclusion into the East Wing Mountain Preserve. Areas above the 10% slope line will be subject to the City's Hillside Overlay which dictates disturbance, lot size, cut-and-fill, edge treatment, wall standards and other topic areas. Several minor washes exist on the

property; however the site is not severely impacted by their preservation.

18. The hillside preserve and wash corridors account for approximately 116.5 acres of natural open space or 18% of the northern parcel. The total open space figure increases to over 183 acres when considering the minimum required usable open space within each subdivided parcel.

Southern Parcel (Exhibit C3)

19. The southern parcel is relatively flat with a slight change in grade from northeast to southwest. The site is bounded by New River to the east (adjacent to Terramar) and bisected by Rock Springs Wash. Both washes are to be preserved and enhanced with restorative vegetation and passive amenities. This site also contains the “toe” of West Wing Mountain near the southwest corner near 83rd Avenue and Happy Valley. Portions of West Wing Mountain above the 10% slope line will be donated to the City for preserve area and recreational use. Collectively, these three features account for almost 114 of the 628-acre property. Approximately 140 acres of open space will be provided once all usable open space and the Peoria Neighborhood Park has been accounted for.
20. This parcel is approximately 628 acres and proposes a maximum unit count of 2,000 detached single-family residential homes. It will also provide a centrally-located 15-acre elementary school site and a Neighborhood Park. Additionally, pursuant to the terms of the State Land auction Certificate of Purchase, the Peoria Unified School District (PUSD) has seven (7) years (from the 2006 Certificate of Purchase) to accept the 15-acre dedicated site and construct the school. In a companion Development Agreement, the Developer has proposed to extend the term by an additional five (5) years beyond the initial seven-year term.
21. The land use plan shows the Neighborhood Park as being eight acres in size. Staff has indicated that is inadequate and must be increased to 11 acres as previously proposed. There is also a very slight possibility that the Peoria Unified School District (PUSD) may decline to build a school in this parcel. Should this occur, the developer must increase the Neighborhood Park site to comply with the City’s accepted acreage for such parks – approximately 15 acres based on the projected population for this southern parcel. Unlike the northern parcel, however, there will be no increase in the number of units should the construction of the school not occur. Therefore, regardless of whether or not the school develops, the proposed unit count of 2,000 homes and the density of 3.19 du/ac will remain.

Land Use Summary

22. The table below summarizes the proposed entitlement:

Land Use Summary		
	North Parcel	South Parcel
Gross Acres	634.2 ac	627.8 ac
Maximum Dwelling Units	1,675 units*	2000 units
Gross Density	2.64 units per acre*	3.19 units per acre
Projected Population	4,556*	5,440
Commercial Acres	0 acres	0 acres
Public Facilities		
Projected K-8 Schools	N/A	1 site
Projected High Schools	1 site	N/A
Police/Fire	N/A	N/A
Parks / Open Space	Approximately 183.6 acres	Approximately 140.3 acres

* In the event that the Deer Valley Unified School District elect not to construct the high school, up to 264 single-family homes may develop on the high school site, thereby increasing this parcel's unit count to 1,939 and increasing the density to 3.06 units per acre. The projected population would increase to 5,274.

DISCUSSION / ANALYSIS

Planned Community District (PCD) Zoning

23. The Planned Community District, or PCD, is a zoning tool intended for large-scale projects over 600 acres. The PCD allows for tailored project-specific standards. PCD typically modify lot sizes, land uses, and certain standards such as landscaping and signage to create unique developments and master-planned communities.

Conformance with the Peoria General Plan

24. The Peoria General Plan (2010) is the fundamental policy document guiding future growth and development in the City and its Planning Area. Under State Law, rezoning requests must conform to the voter-approved General Plan. Typically, focus is placed on the Land Use and Circulation Elements. However, the General Plan contains over twelve (12) different elements including water resources, housing, economic development, cost of development and others.

25. Unlike a Zoning, which is parcel-specific and contains a legal description, the

- General Plan Land Use Map is *general* and imprecise and therefore requires interpretation or professional judgment when determining intent and conformance. Once such area is that of the Land Use Plan and how the Aloravita property is designated.
26. After reviewing the proposal for these the two Aloravita parcels, it became clear that there are a number of anomalies on the Land Use Plan. First, the Plan shows three land use categories on this property – Residential Low Density (2-5 du/ac, target of 3 du/ac), Residential Estate (0-2 du/ac, target of 1 du/ac), and Park / Open Space (Maximum density of 1 du/ac). In this area, all Residential Estate designations were to intended to be south of Happy Valley Parkway in the areas currently zoned SR-43; therefore the small portion that exists in the southern parcel is incorrect. (Exhibit D1)
 27. Currently, the areas designated Park / Open Space include non-qualifying areas when considering the definition of Park / Open Space as provided in the General Plan. Park / Open Space is intended to be only those areas with "...hillside conditions, overhead utility corridors, public and private parks and open spaces, and/or areas with natural significance such as primary washes and riparian areas." The General Plan also grants staff the ability to make "...[interpretations] on a case by case basis at the time of first development activity" due to the nature of these maps. Therefore, when reviewing the Park / Open Space areas intended to represent Rock Spring Wash and New River, the designated area is much larger than the actual floodways themselves. Further illustration of this can be found to the east of New River where portions of Terramar were developed in Park / Open Space, and again to the north, where almost all of Rock Springs II maintains the Park / Open Space designation (Exhibit D2).
 28. Once staff made the appropriate interpretations to the General Plan Land Use Map, the adjusted range of allowable dwelling units for Aloravita became 1,754 to 4,771 with a target density of 3,017 units. As stated earlier in this report, the applicant is proposing 3,939 residential units, which despite being over the target number of units, is offset by the excess open space being preserved and donated to the City of Peoria for public access and benefit. The City's Desert Lands Conservation Ordinance (DLCO) requires a minimum of 15% of all properties north of Pinnacle Peak Road to be preserved in its natural state, but does not require its donation / dedication to the City. In this case, the applicant would be required to preserve 189.3 acres, but instead is preserving and donating to the City 323.9 acres (25.6%). This increase nearly doubles the minimum preservation area.
 29. Another critical component of evaluating a proposal for conformance with the General Plan is the "public fit analysis" or whether or not the project "fits" within

its context. Early opposition from the surrounding property owners was focused primarily on whether or not this proposal fit in with the larger area. After several neighborhood meetings, the applicant agreed to modify the proposal to allow only 6,000 square foot minimum lot sizes to ensure a close relationship to existing developments such as West Wing Mountain, Terramar, and Rock Springs. Though, this modification does not advance the goals, objectives, and policies found in the General Plan with regards to diversity in housing types for all income levels or establishing mixed-use developments that promote the City's sustainability efforts, it does meet or exceed the intent of the following:

Land Use Element

Objective 1.N.1: Support healthy residential environments that provide for safe and convenient access, open space, and recreational opportunities, access to public schools and services and protection from incompatible land uses.

Policy 1.N.3: Locate housing developments in areas that can be adequately served by police, fire, and ambulance services.

Policy 1.N.5: Require new residential developments to provide pedestrian linkages to parks, schools and other appropriate facilities.

Policy 1.N.6: Encourage the development of master planned communities where large land holdings can be designed to provide a wealth of amenities to City residents.

Policy 1.N.9: Partner with local school districts to coordinate the timely development of schools and neighborhoods.

Recreation & Open Space Element

Goal 3: Protect and preserve the Sonoran Desert in its natural state.

Objective 1.C: Ensure that future parks and recreational facilities are designed and located in conformance with accepted service area and population standards.

Goal 5: Develop a safe, multi-use and inter-connected path and trail system throughout the City.

Objective 5.A: Design and construct a paths and trails system along river corridors.

Environmental Resources Element

Objective 1.O: Strive to retain the Agua Fria River, Skunk Creek and New River and continuous open space and multi-use amenities.

Trails / Parks / Open Space (Exhibit C4)

30. The Developer has worked closely with the City's Community Services Department to develop a program that provides the necessary public accommodations (parks, trailheads and preserves) interconnected by a network of public trails. The system was reviewed to ensure adequate public access to public amenities with interconnected open spaces to preserve wildlife corridors and to minimize the impacts on adjacent properties.

Utilities

31. The City has reviewed this request and all associated water and wastewater studies. It has been concluded that adequate water and sewer capacity is available for the development. The Developer will have to demonstrate the ability to provide a long-term assured water supply for the development and will be required to construct all appropriate infrastructure for Aloravita.

Hillside Requirements

32. The PCD will apply strict adherence to the City of Peoria Hillside Overlay District. These standards will affect areas above 10% slope in both parcels. The Hillside Overlay District establishes specific criteria for lot sizes, wall heights, and allowable disturbance / lot coverage for all hillside areas within the City. Adherence to these standards will increase lot hillside lot sizes, decrease disturbable area, and regulate the placement and design of walls.

Desert Lands Conservation Ordinance

33. In 2004, the City adopted the Desert Lands Conservation Overlay (DLCO), which is intended to preserve meaningful natural and archaeological resources for all properties north of Pinnacle Peak Road. The Aloravita PCD cites adherence to the DLCO, which includes providing a Master Conservation Plan (MCP) at the time of rezoning and a Desert Lands Conservation Report (DLCR) with each subsequent plat. The MCP is a large-scale plan that identifies general areas of interest such as hillside areas, washes, known wildlife habitats, dense native vegetation, and areas containing cultural resources. The MCP also provides, generally, methods of mitigation and preservation.
34. Once the zoning is approved, the applicant will proceed with the Preliminary Plat ("subdivision") phase, which requires the more detailed DLCR to accompany each application. The DLCR clearly identifies individual conservation features

and preservation methods for trees, cacti, habitats, and cultural resources. The DLCR is approved with the Preliminary Plat and is referenced again during Final Plat when the applicant applied for the required native plant salvage permits.

Public Noticing

35. Public notice was provided on July 29, 2011 in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the content and size requirements prescribed by the Planning Division. The posting was completed before the prescribed 15-days prior to the Public Hearing. The applicant has provided a photo exhibit and signed affidavit attesting to the posting.

School District Notification

36. On-going discussions have occurred with both Peoria Unified and Deer Valley Unified School Districts regarding this proposal and the donation and timing of the high school and elementary school sites. Neither district has expressed opposition.

Proposition 207

37. The voters of Arizona approved Proposition 207, which among other things requires municipalities to compensate property owners for actions which have the effect of diminishing the value of property. The City Attorney's Office has drafted an agreement which waives the applicant's rights to future Proposition 207 claims against the City. Accordingly, the applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

Findings / Recommendation

38. Based on the following findings:
- The proposed amendment conforms to Peoria General Plan, including the goals, objectives and policies contained thereto; and
 - The development character and density is compatible with surrounding existing and planned communities; and
 - The proposal provides a balance of housing and amenities such as public open spaces; and.
 - The amendment provides for adequate public facilities for the general protection of the health, welfare and safety of area residents.

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

Recommend approval of Case Z 08-02 to the City Council subject to the following conditions:

1. The development shall substantially conform to the Planned Community District (PCD) document as approved by City Council.
2. The total unit count shall not exceed 2,000 units on the southern parcel and 1,675 on the north parcel unless Deer Valley Unified School District elects not to exercise their option to locate a high school on the northern parcel, in which case the northern parcel unit count may increase to 1,939 units. No increases in the number of units shall be permitted on the southern parcel.
3. In the event that Deer Valley Unified School District elects not to exercise their option to locate a high school on the northern parcel, the Developer shall provide a minimum 8-acre park on the „high school’ portion of the northern parcel as shown on the Land Use Plan contained in the Planned Community District (PCD) document.
4. The applicant shall provide to the City three complete paper copies and an electronic copy of approved Planned Community District (PCD) document in its final format within 30 days of the City Council approval.
5. All preliminary plats shall be accompanied by a complete Desert Lands Conservation Report (or equivalent) at the time of submittal. Each Desert Lands Conservation Report shall be approved prior to the issuance of approval for the subject preliminary plat.
6. The City Park site shall be 11 acres in size when located adjacent to the elementary school site. Should, for any reason, the elementary school not be developed, then the City Park site shall be no smaller than 15 acres in size.
7. A Final Master Drainage Report must be submitted prior to any site plan or preliminary plan submittals.
8. A Drainage Report for each site is required to be submitted with each site plan or preliminary plat. Updated as needed.
9. No structure shall be constructed within the limits of the FEMA designated flood plain.
10. Any modification to existing flood plain shall be pre-approved by FEMA through the City of Peoria Engineering Department.
11. A Final Traffic Impact Study will be required for each phase of the project. Update report as needed
12. All local and collector streets exceeding 1000 feet in length shall proactively incorporate traffic calming measures. Examples of traffic calming measures suitable for these streets include, but are not limited to; roundabouts, traffic circles, landscape islands, or medians, chicanes, chokers, raised intersections, speed cushions, and/or crosswalks, or other approved measures.
13. A pedestrian and bicycle connectivity plan shall be established throughout the

community to provide connectivity and to reduce walking distances, especially at the ends of cul-de-sacs and along routes to destinations such as parks, schools, and services. Where the crossings occur at collectors or arterials the plan shall describe the type of crossing as signalized, traffic circle, four way stop, etc. The plan shall include the traffic calming measures as required above. The plan shall be reviewed and approved prior to any permits being issued for the site, as some of these measures may result in additional ROW.

14. The Developer shall dedicate ROW along the frontage of the project on Jomax, 83rd, and Happy Valley Road per the City's Street Classification Map or as determined by the City Engineer to accommodate the ultimate development of the half-street.
15. The Developer shall dedicate an additional 10-foot ROW within 500-feet of a major arterial roadway intersection.
16. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
17. The Developer shall dedicate an 8' PUE outside of the required ROW or private roadway Tract. No walls or retention shall be allowed within the PUE.
18. Prior to the first Final Plat recordation, the applicant shall obtain approval of a final phasing plan which shall include final grading, drainage, utilities, and paving plans in conjunction with a Final Drainage Report and Final TIA. The Final TIA shall address the timing of improvements to 83rd Avenue (including any proposed traffic signals), Jomax Road, and Happy Valley Road. These final plans and reports shall be in conformance with the approved preliminary plans and report. The Final Plat shall be submitted with the first submittal of the improvement plans. The Final Plat shall be approved prior to permits being issued for the site.
19. The Developer shall construct the half-street for Jomax, 83rd, and Happy Valley along the frontage of the project.
20. The Developer shall install traffic signal interconnect conduit along the frontage of the parcel on all arterials. Plans for the installation of the traffic signal interconnect conduit shall be submitted as part of the improvement plans. The traffic signal interconnect shall also be shown on the paving plans.
21. It is proposed that 83rd Avenue, which is curved, will have parallel 15" sewer mains. 83rd Avenue is also along a pressure zone boundary for water main. The Developer shall provide an exhibit showing the existing sewer and existing sanitary manholes and the proposed sanitary and water main layout on 83rd at the time of preliminary plat review. Verify that proper separation distances can be achieved.
22. The developer must submit a Preliminary Water Network Analysis and Preliminary Sewer Design Report for review with the preliminary plat submittal. The Preliminary reports must be approved by the City of Peoria Utilities department prior to Preliminary Plat approval.

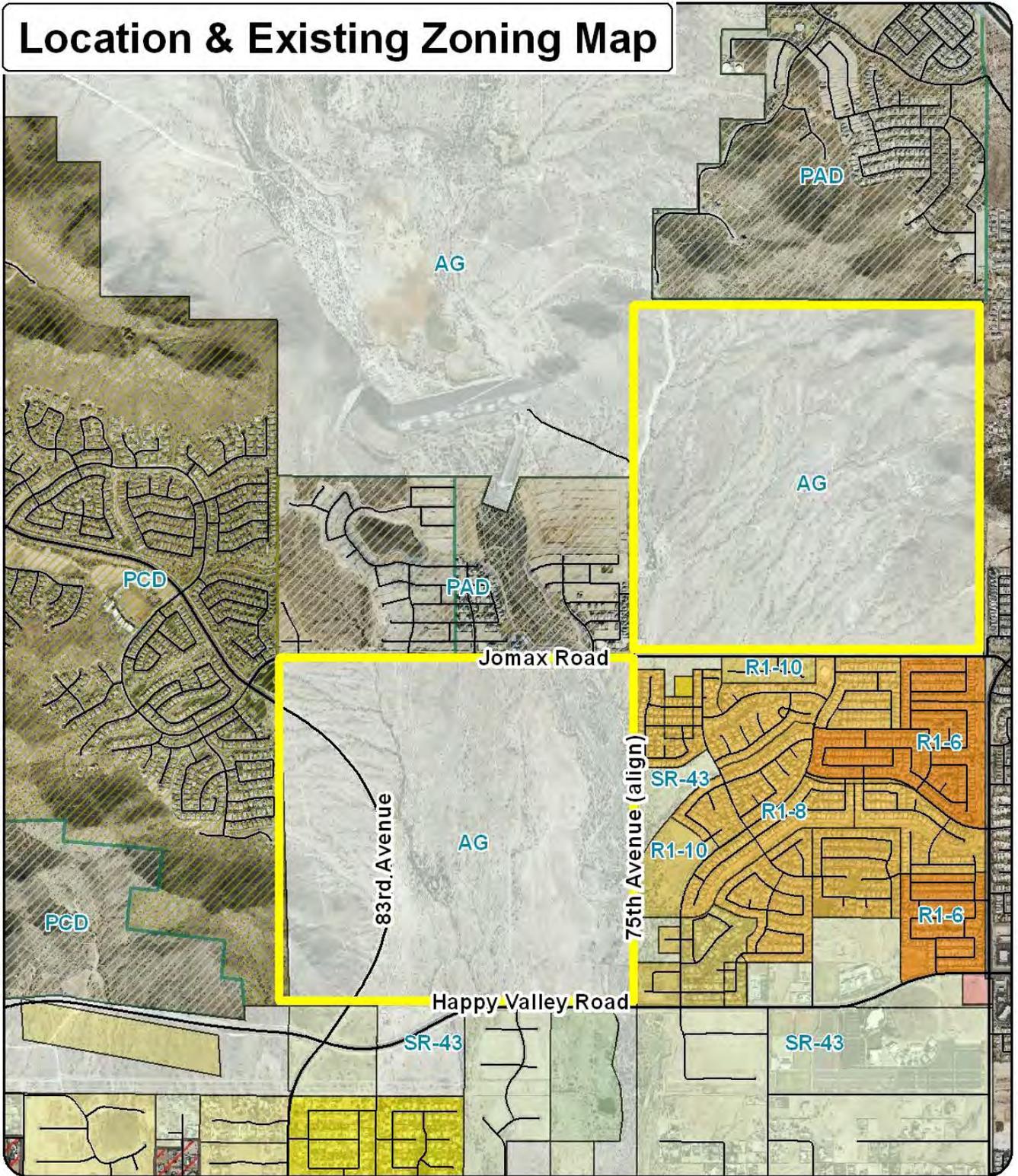
23. The Developer must complete a Final Water Network Analysis and a Final Sewer Design Report and necessary documentation required for issuance of the "Agreement to Serve Letter" for Maricopa County. The Final reports must be approved by the City of Peoria Utilities department prior to Final Plat approval.
24. A water sampling station in Phase 1 is required for this development. The developer must coordinate the location with the City of Peoria Utilities Department.
25. There are 4 phases currently shown in the development. Updates to the individual Water Network Analysis Reports will be required for the submittal final plans for each phase. Each phase must create a functional, looped system per City of Peoria standards without dependence on future phases.
26. All water usage and phases of the water design will need to adhere to the appropriate approved master plans.
27. The Developer is required to construct a zone 4, 16" waterline on Happy Valley Road from the stub at 83rd Avenue to the stub at the west side of New River in Phase 1. Coordinate with the design shown in the "Happy Valley Road Expansion Plans" currently under construction.
28. The Developer is required to construct a zone 4, 16" water line in pressure zone on 83rd Avenue. The waterline should connect to the existing 16" waterline on Jomax Road to the east of the existing PRV.
29. The existing 8" waterline west of the Jomax PRV should be upsized to a 16" waterline.
30. Downstream improvements, as identified in the appropriate approved master plans, required to support this development shall be designed and constructed by the developer at the developer's cost per all applicable City of Peoria requirements.
31. The Development is responsible for payment of all current repayment zones.
32. The Developer shall submit a noise mitigation study to address the anticipated truck traffic on adjacent arterials at the time of preliminary plat review. All walls shall be designed in accordance with the recommendations of the noise study and the Peoria Infrastructure guide.

ATTACHMENTS

Exhibit A:	Location / Context Map
Exhibits B1-B5:	Past Iterations of Land Use Plans
Exhibit C1-C5:	Proposed Land Use Map and Open Space Plans
Exhibit D1-D2:	Current General Plan

Report prepared by:
Adam Pruet, AICP, LEED Green Associate
Senior Planner

Location & Existing Zoning Map



Z 08-02 Aloravita

Applicant: Paul Gilbert for Aloravita I, LLC & Aloravita II, LLC

Request: Rezone 1,262 acres from AG to PCD

N



Exhibit A

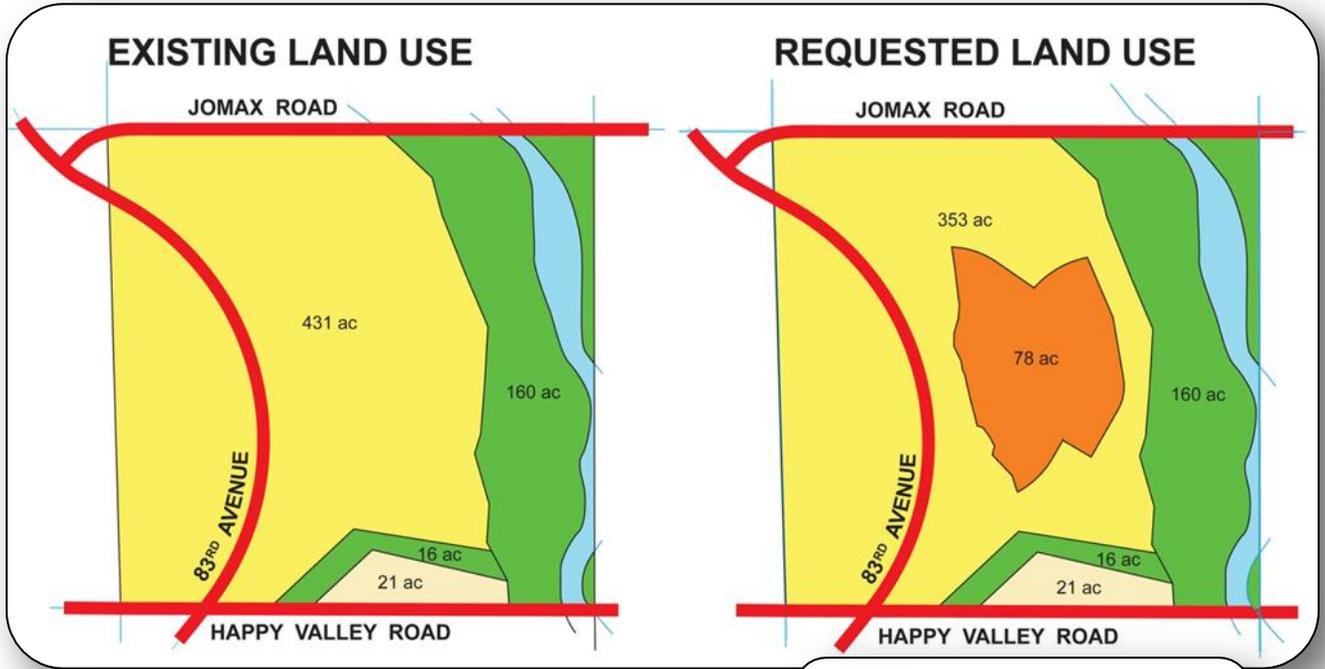
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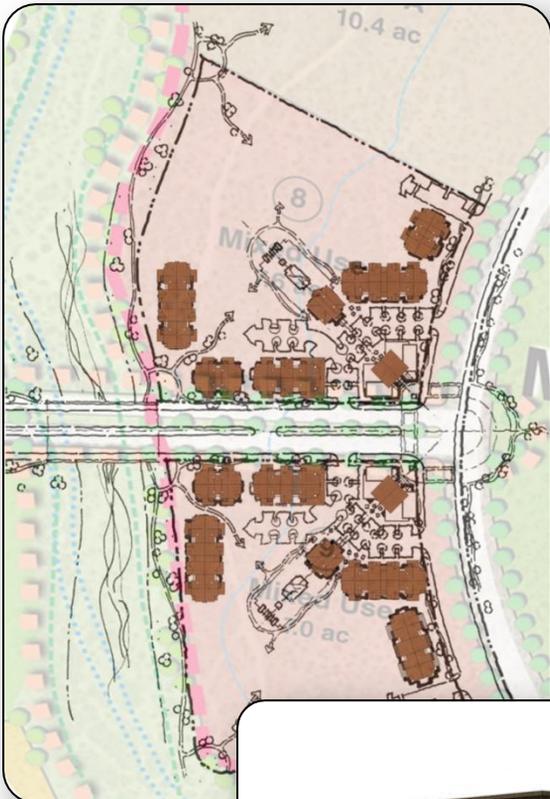
Initial Filing - Aloravita



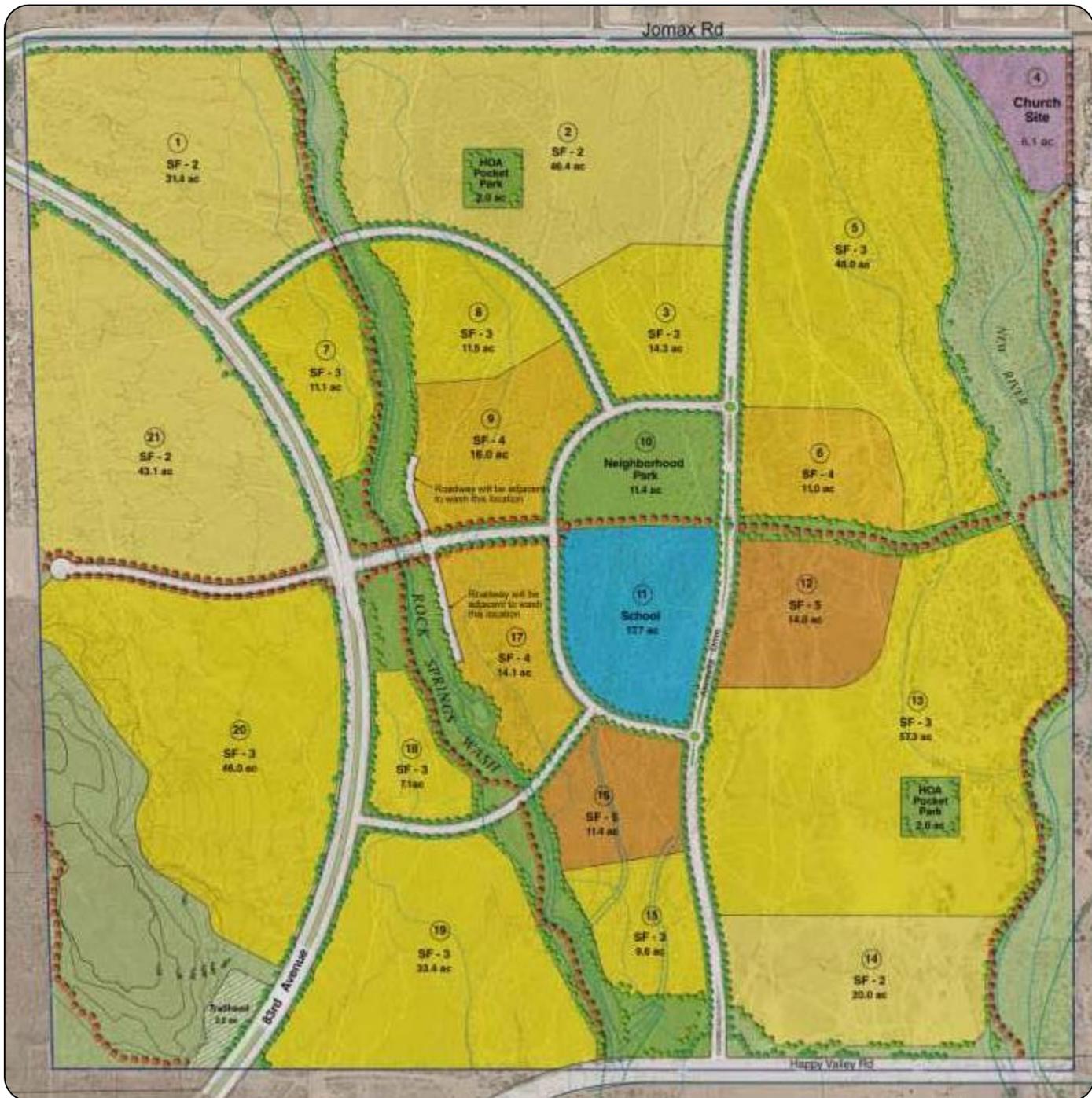
2nd Major Plan Iteration – GPA 08-02



- Mixed Use
- Residential / Estate (0-2 DU/ ac)
- Residential / Low (2-5 DU/ ac)
- Park/ Open Space
- Public / Quasi Public
- Water



3rd Major Plan Iteration (Small-Lot 'Core' – South Parcel)



3rd Major Plan Iteration (Small-Lot Concept – North Parcel)



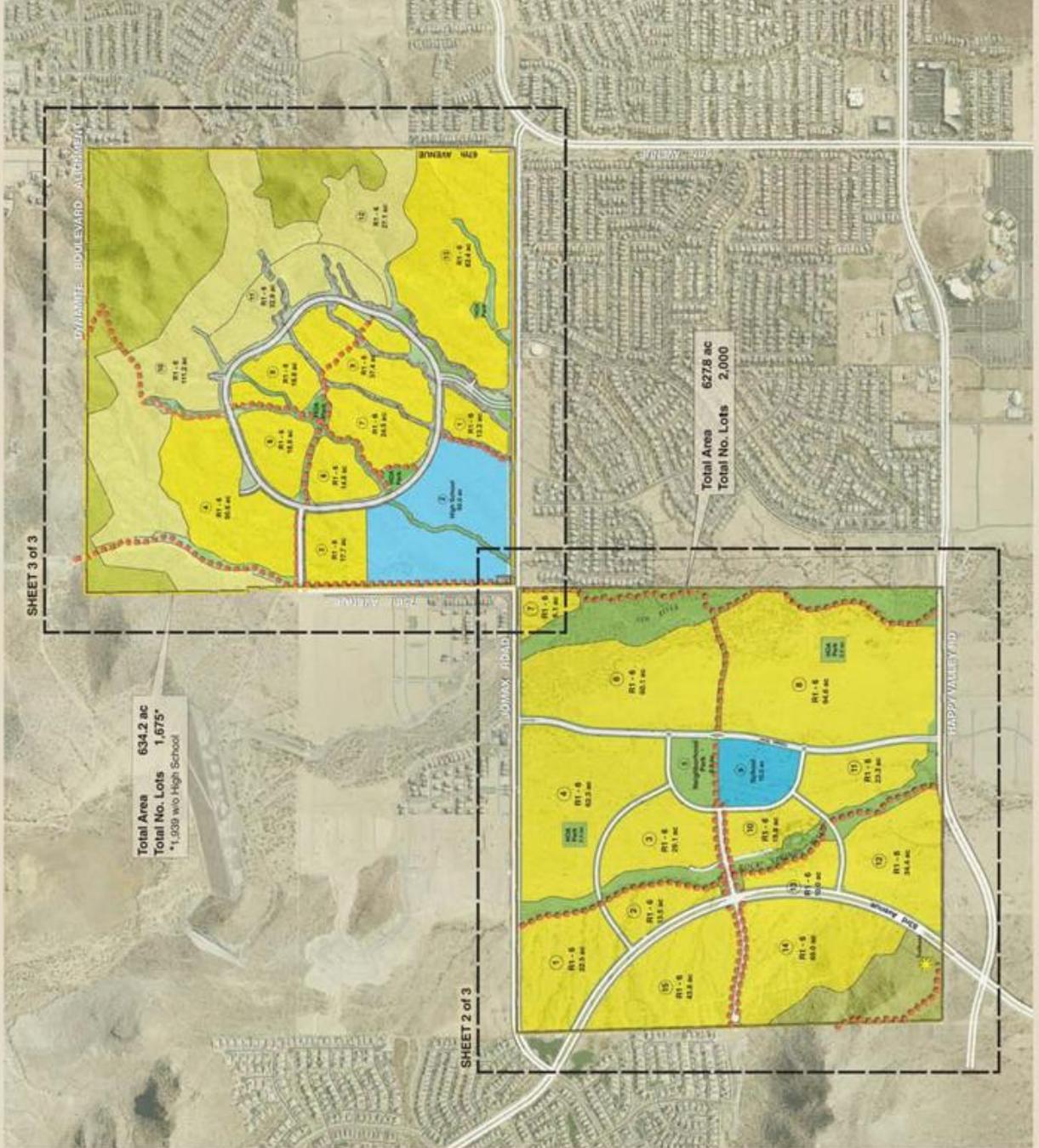
4th Major Iteration – Current Proposal

Land Use Plan



LEGEND

Proposed Zoning	
	R1 - 6
	School Site
	Open Space
	Pump Station
	Art Roadway





SITE DATA

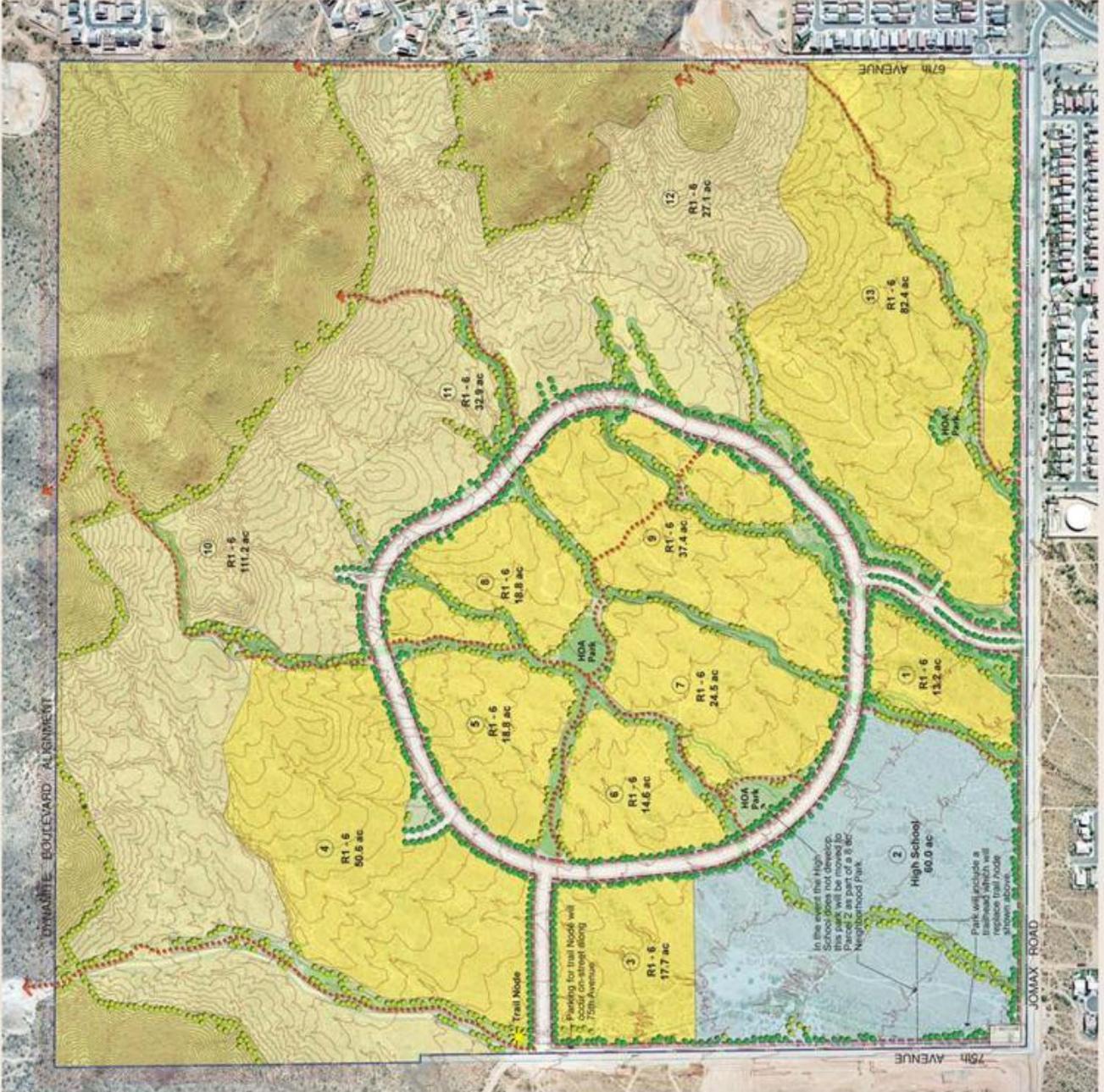
Parcel No.	Proposed Zoning	Gross Area, ac.	Density ¹ DU/ac	Total No. of Lots
1	R1-6	13.2	4.2	55
2	R1-6	60.0	4.4	0*
3	R1-6	17.7	4.2	74
4	R1-6	50.6	4.2	212
5	R1-6	15.8	4.2	76
6	R1-6	14.6	4.2	61
7	R1-6	24.5	4.2	102
8	R1-6	18.8	4.2	78
9	R1-6	37.4	4.2	157
10	R1-6	111.2	3.0	333
11	R1-6	32.9	3.0	98
12	R1-6	27.1	3.0	81
13	R1-6	82.4	4.2	346
Park/ Open Space		116.5 (183.6) ²	-	-
Art, Roadways		8.0	-	-
Pump Station		0.5	-	-
Total		634.2		1675

¹Residential densities may be transferred between Parcels provided that all the total number of lots for any Development Unit does not exceed a 10% range and fit the total package for Units does not exceed 1675 (1183) lots.
²As the project is developed, Preliminary and Final plans will keep a safety of approved lots.

LEGEND

Proposed Zoning	Gross Area, ac.	Density ¹ DU/ac	Total No. of Lots
R1-6	171.2	3.0	512
R1-6	278.0	4.2	1163
R1-6	60.0	-	0*
Open Space	116.5 (183.6) ²	-	-
Pump Station	0.5	-	-
Art, Roadway	8.0	-	-
Total	634.2		1675 (1183) ²

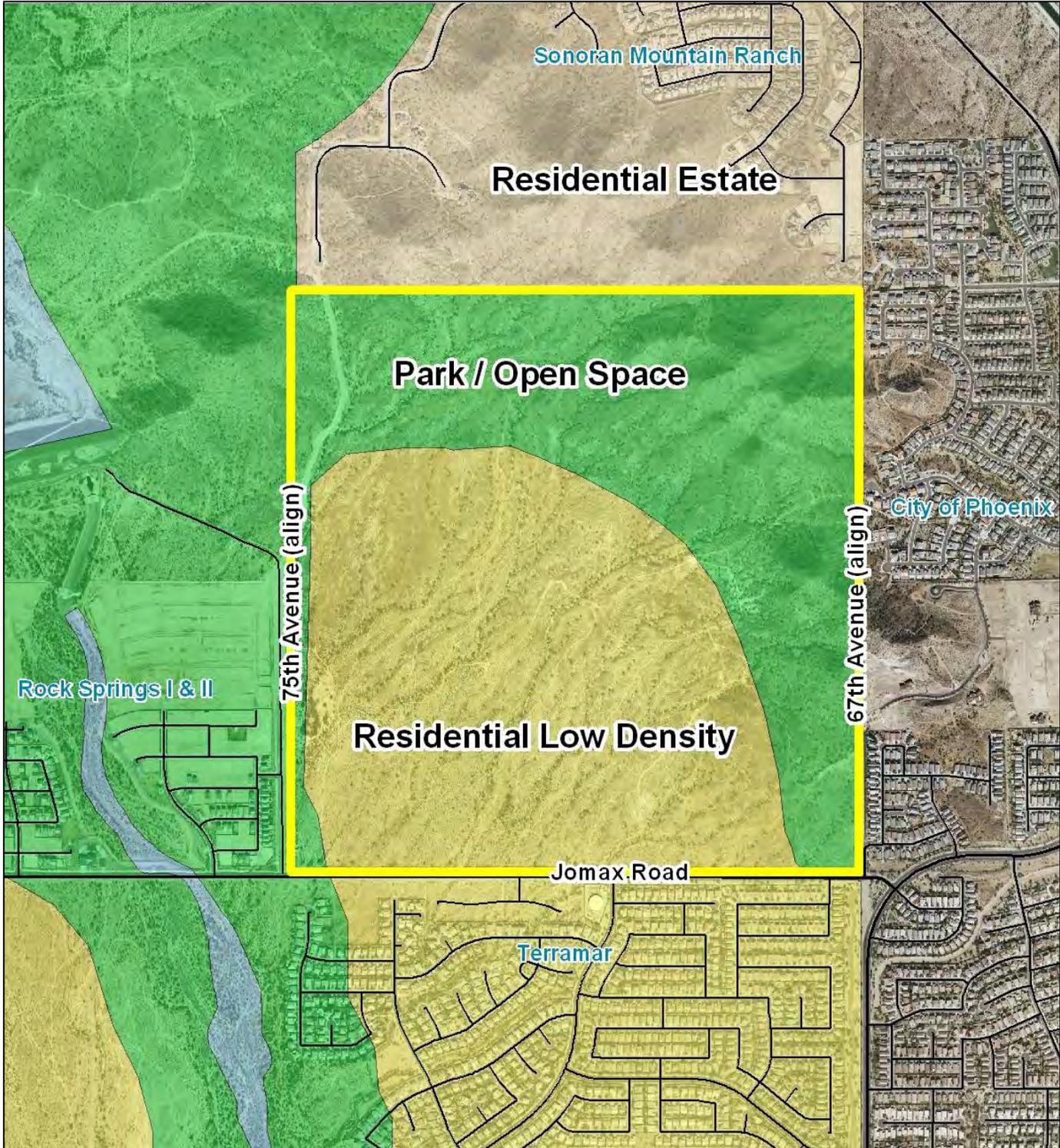
²Indicates average density for this zoning category. Actual density may vary for individual parcels to achieve designated number of lots.
³Gross Area shown for open space and parks of 116.5 acres does not include the area of the proposed trail node and the area of the Open Space Park is 183.6 acres. For more detail, see the Open Space Plan.
⁴In the event that the School District decides that a school is not needed at this location, an additional 294 lots will be allocated for that parcel for an overall total of 1939 lots.



7/20/11

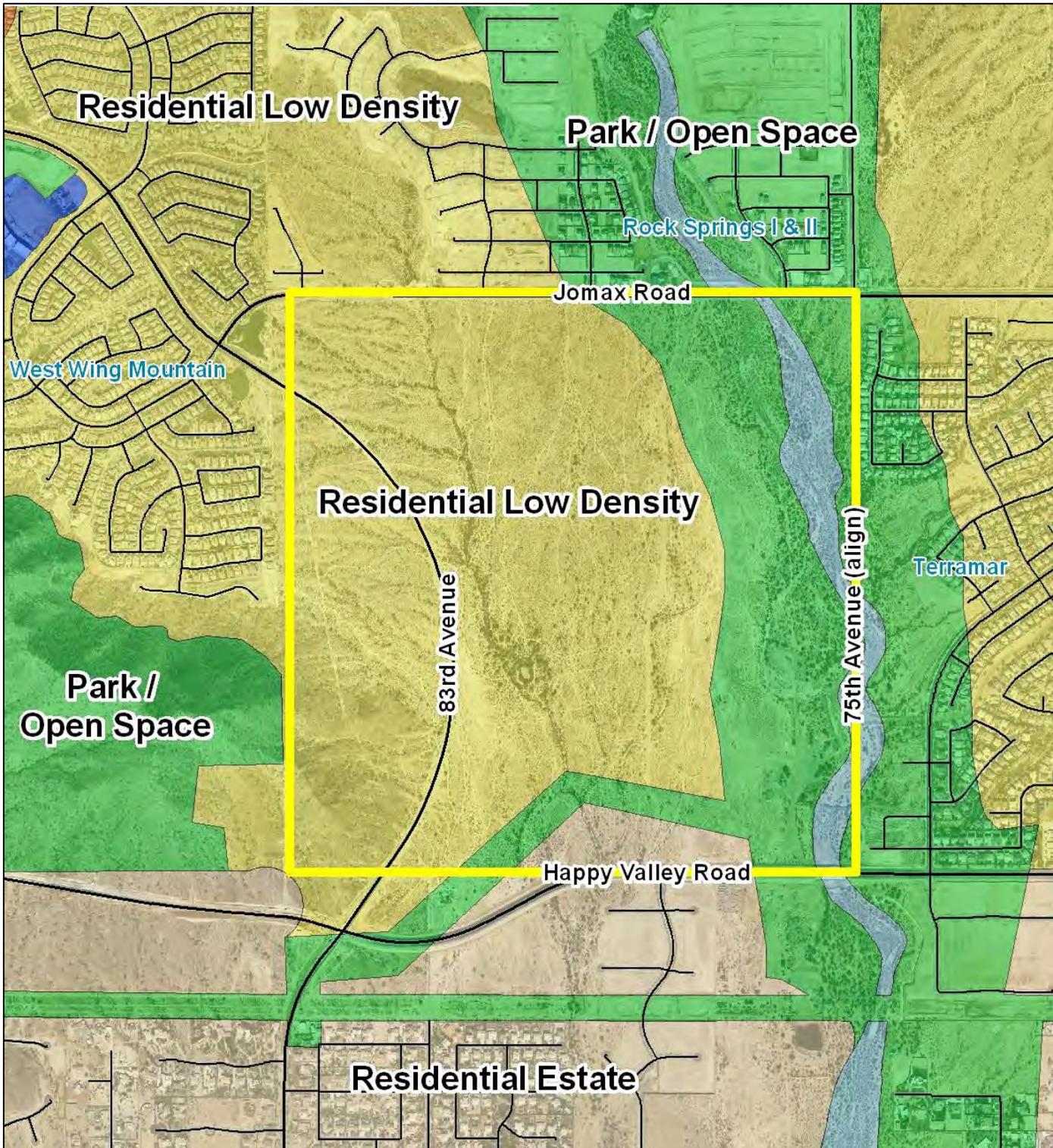


City of Peoria General Plan Land Use Map – *North Parcel*





City of Peoria General Plan Land Use Map – *South Parcel*



**Z 08-02 Aloravita Planned Community District
(PCD)**

Aloravita Planned Community District

CHAPTER 1 INTRODUCTION AND PROPERTY DESCRIPTION

1.1 Introduction

Aloravita I, LLC, an Arizona limited liability company, and Aloravita II, LLC, an Arizona limited liability company (collectively, “Applicant”), prepared and submitted this Aloravita Planned Community District (this “PCD”) for the master planned community of Aloravita (“Aloravita”), which consists of approximately 1,262 acres of real property (the “Property”) located in the City of Peoria (the “City”), State of Arizona (the “State”). This PCD is prepared and submitted in accordance with the City’s Zoning Ordinance (the “Zoning Ordinance”).

Aloravita will consist of charming neighborhoods that orient toward civic and open spaces, and are designed to create a welcoming environment that is active, friendly and inclusive. This PCD includes a dynamic open space system which connects the neighborhoods within Aloravita to the surrounding communities. This allows the residents and other users of community elements to connect via the system of linear open spaces and pathways. The neighborhood open spaces, linear open space, focal recreation areas, and other open space combine passive recreational uses and active recreational uses to serve the entire community. Neighborhood open space elements are the formative open space element for each of the neighborhoods, incorporating open play, and picnic areas while the focal recreation areas are smaller, strategically located recreation areas.

Aloravita will have up to 3,939 units on the Property (up to 1,939 units on the Northern Parcel (defined in Ch. 4) and 2000 on the Southern Parcel (defined in Ch. 4)). Approximately 25.6% of the Property will consist of open space (roughly 323.9 acres). Aloravita’s open space exceeds all City requirements for amounts and types of open space, including the City’s requirement of 9% usable open space and the current Desert Lands Conservation Ordinance (the “DLCO”) requirement of 15% natural open space. Portions of the open space will be dedicated to the City, including the City Park, and certain portions will be owned by Aloravita homeowners associations, including the HOA Parks. Aloravita will have walking and biking trails throughout. A K-8 school is planned to be constructed on the Southern Parcel and a High School in the Northern parcel will accommodate children living in Aloravita and surrounding areas.

1.2 Background

In June of 2006, the Arizona State Land Department auctioned the Property and the Applicant was the successful bidder. The Applicant has retained a well-qualified multi-disciplinary team consisting of planners, designers, architects, engineers, marketing consultants, environmental

Aloravita Planned Community District

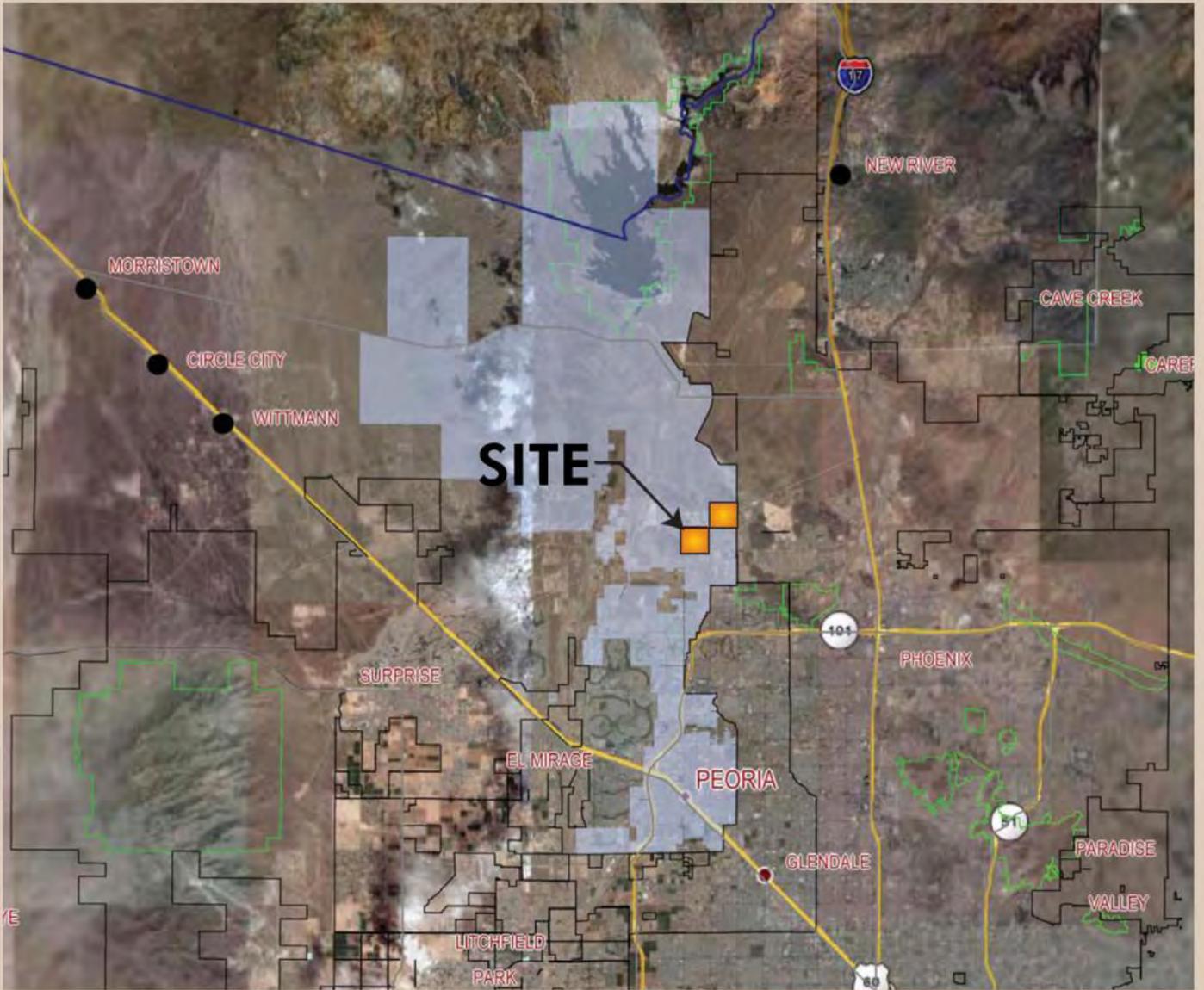
experts, and archeologists to create a vision and master plan for a unique community. The property currently is zoned AG (General Agricultural) and was used for livestock grazing. The General Plan is attached within this Chapter.

1.3 Site Location and Context

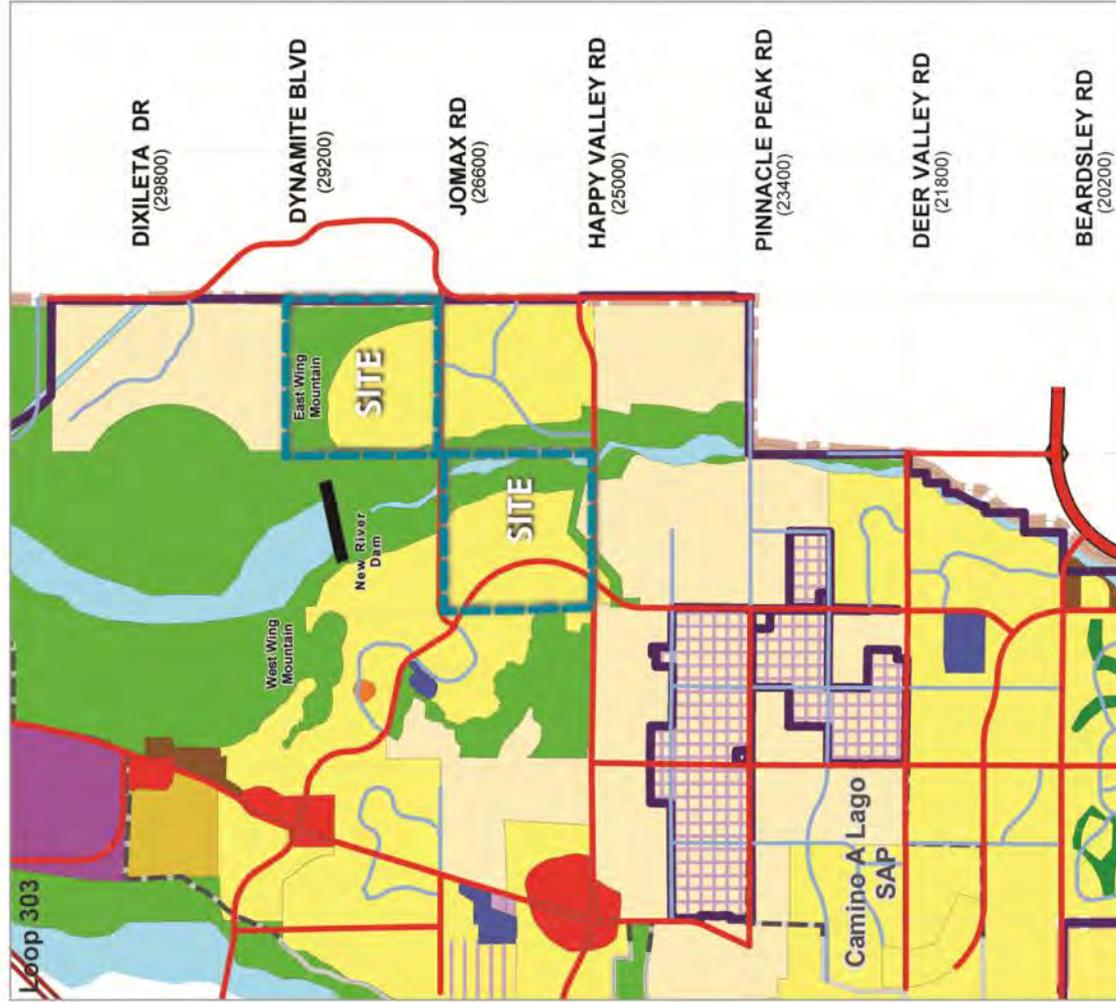
As depicted on the Regional Context exhibit, which is located on the page following this Section 1.3, Aloravita consists of two sections of land located in the City's northeast. The southern section of Aloravita (the "Southern Parcel") is bound by Happy Valley Road to the south, the New River Wash and Terramar to the east, 83rd Avenue alignment and Westwing to the west, and Jomax Road to the north. The northern section (the "Northern Parcel") is bound by the 67th alignment to the east, Jomax Road to the south, 71st alignment to the west and Sonoran Mountain Ranch to the north. The Northern and Southern Parcels are both infill property, which will fill the gaps between neighborhoods in the area and create continuity in the City.

Aloravita is close to many amenities including shopping, job corridors and recreation activities. Residents of Aloravita can satisfy all of their daily shopping needs at the shopping center at Lake Pleasant Parkway. Aloravita is close to two major existing freeways (I-17 and 101) and one in production freeway (303). The freeway systems permit quick access to many areas in the greater Phoenix metropolitan area and any other location in the valley. Recreation activities in the area include Lake Pleasant (to the north), Boulders OHV area (also north), Thunderbird Park (to the south), and many trail areas in Westwing, Sonoran Mountain Ranch, and also the future trails system in Aloravita as well. Additional information regarding Aloravita's connectivity to the surrounding community is located on the Property Location exhibit (which follows the Regional Context Exhibit).

Regional Context



General Plan Map



Land Use

- Residential/Estate (0-2.0 du/ac), Target density - 1 du/ac
- Residential/Low (2.0-5.0 du/ac), Target density - 3 du/ac
- Residential/Medium (5.0-8.0 du/ac), Target density - 6 du/ac
- Residential/Medium High (8.0-15.0 du/ac), Target - 12 du/ac
- Residential/High (15.0+ du/ac), Target density - 18 du/ac
- Mixed Use
- Town Center Mixed Use
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Office
- Business Park
- Business Park/Industrial
- Industrial
- Park/Open Space
- Golf Course
- Public/Quasi-Public
- Water

Boundaries

- City Limit
- County Island
- Planning Area Boundary
- SAP: Specific Area Plan
- Aviation Study Area
- Lake Pleasant Regional Park
- Maricopa-Yavapai County Line
- PLSS Section Lines

Circulation Plan

- Freeway
- Proposed Freeway or Connector
- Arterial
- Collector

Interchanges

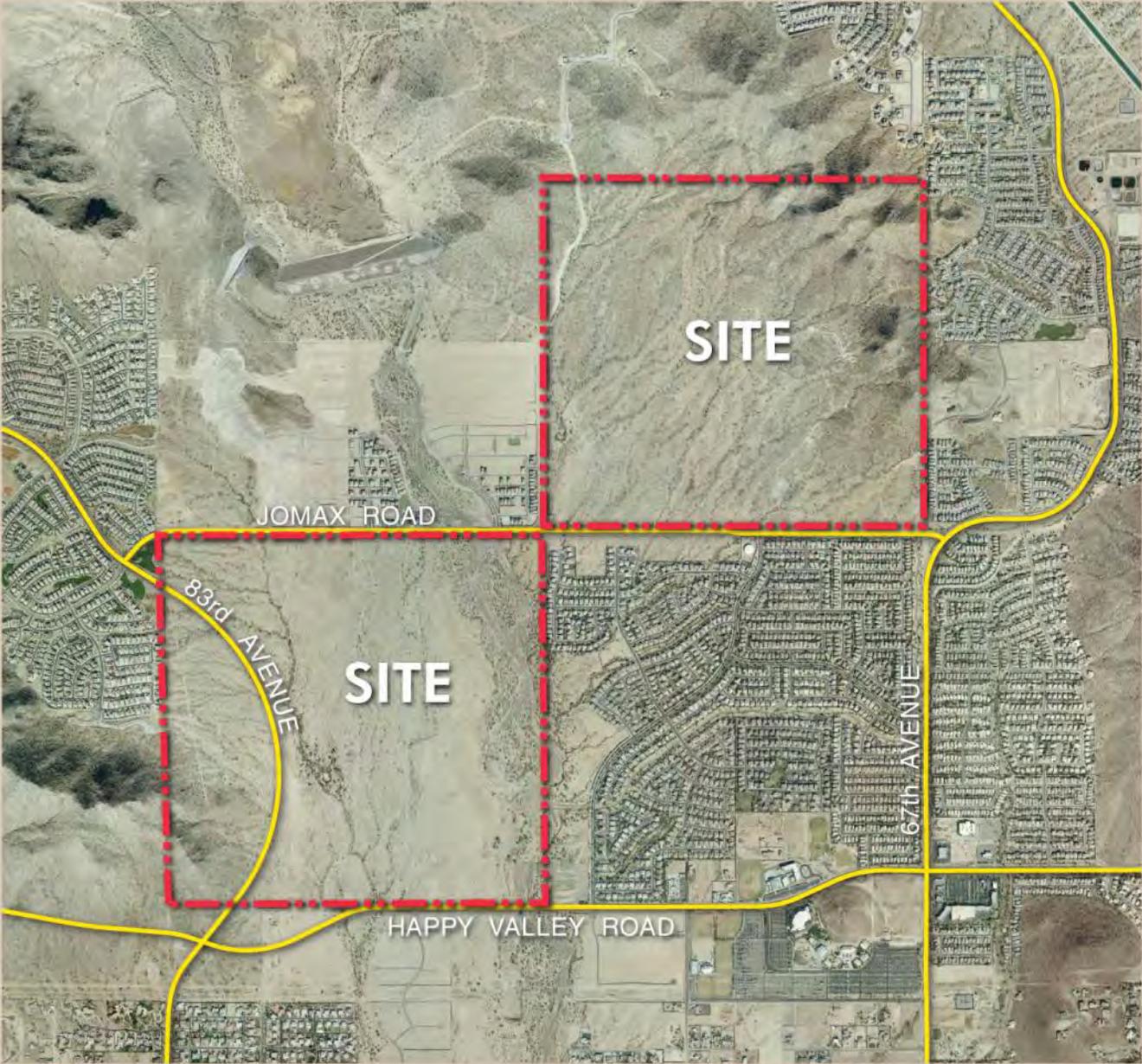
- Full Diamond
- Half Diamond

99TH AVE
91ST AVE
83RD AVE
75TH AVE
67TH AVE



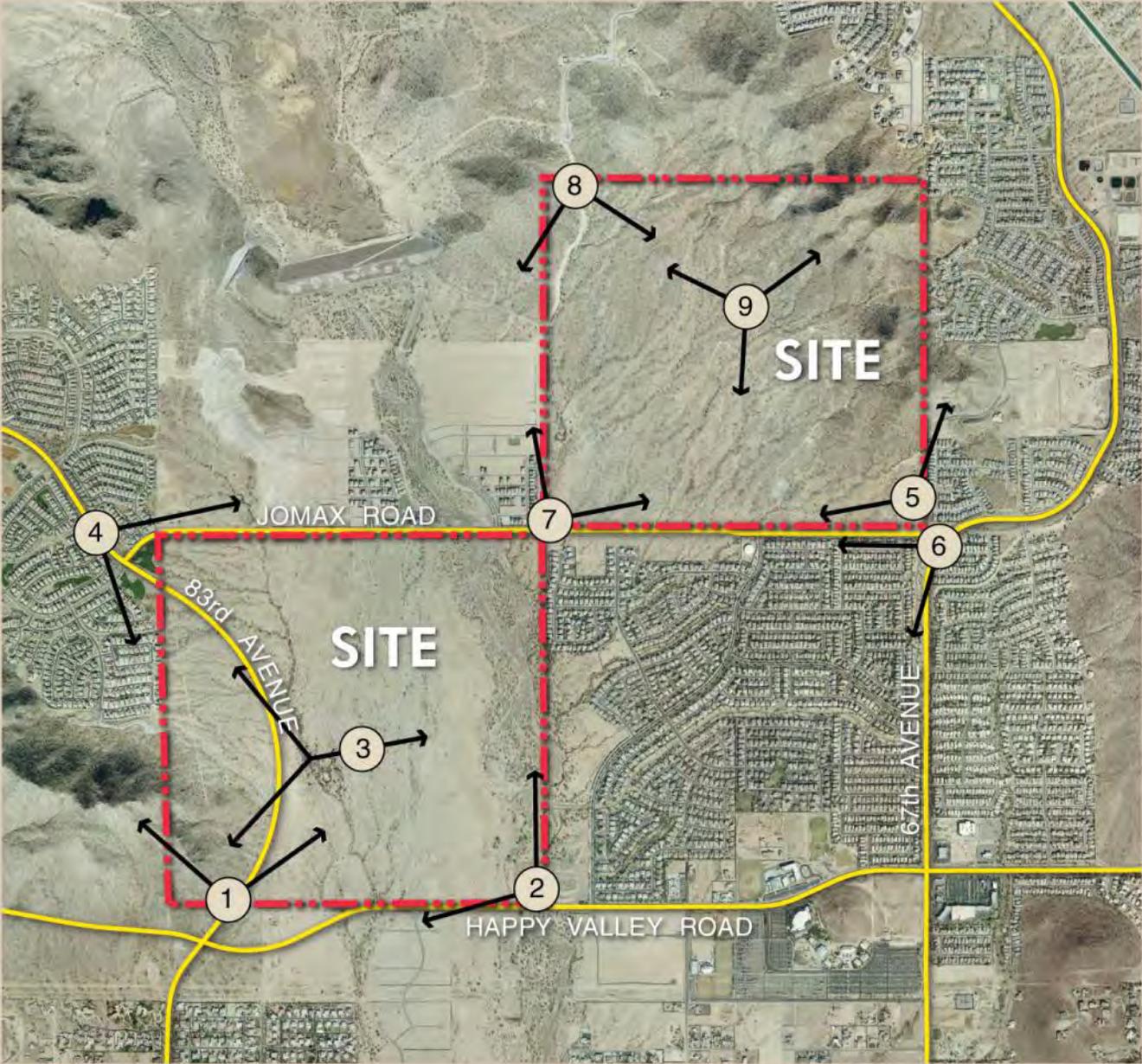
PLANNED COMMUNITY DISTRICT

Property Location



Aloravita

Site Photo Key Map



Site Photos



VIEW ①



VIEW ②



VIEW ③ A



VIEW ③ B



VIEW ④

Site Photos



VIEW ⑤



VIEW ⑥



VIEW ⑦



VIEW ⑧



VIEW ⑨ A



VIEW ⑨ B

Aloravita Planned Community District

1.4 Topography

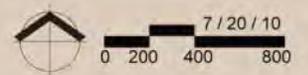
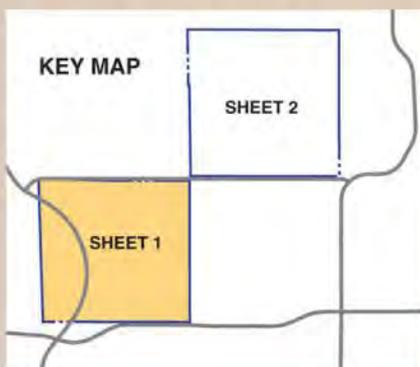
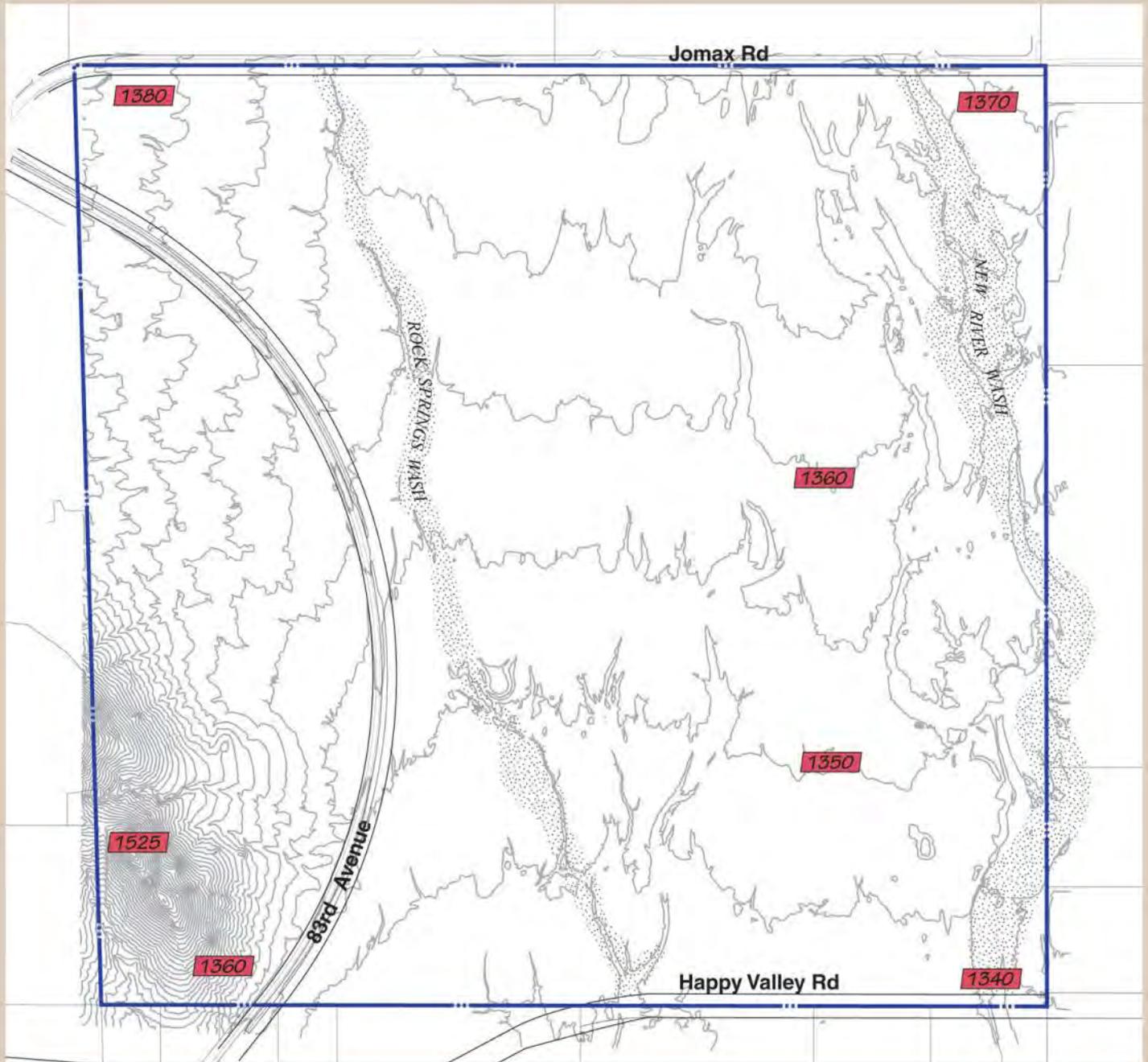
The existing natural topography for Aloravita varies greatly. The existing ground cover in the area is comprised of desert vegetation. Certain portions of the Property are scarcely vegetated while other portions of the Property are more heavily vegetated. The Site Photos on the following pages show the Property's current topography.

The Southern Parcel generally slopes from north to south at an approximate slope of 0.5% except near the hill located on the extreme southwest corner of the parcel. The slopes on the hill within the southwest corner of the parcel range from greater than 10% to less than 0.5%. Elevations within the Southern Parcel range from approximately 1,370 feet near the north property line at Jomax Road to approximately 1,340 feet near the south property line of the parcel at Happy Valley Road. The high point on the Southern Parcel is found on the hill located in the south west corner of the parcel. It is approximately 1,525 feet in elevation. The Southern Parcel generally drains into the New River wash and the Rock Springs wash. Both washes drain from the north property to the south across the parcel.

The topography within the Northern Parcel of the Property ranges from approximately the highest elevation of 1,890 feet to the lowest elevation of 1,373 feet. The low point of the Northern Parcel is the southwest corner at the intersection of Jomax Road and 75TH Avenue. The highest elevation point is found on the ridge line that is found near the northern property line of the parcel. The majority of the Northern Parcel slopes at less than 10 percent until reaching the hillside area towards the northern most portion of the parcel. The Northern Parcel drains into various washes and gullies which connect into the New River wash at the south west corner of the parcel.

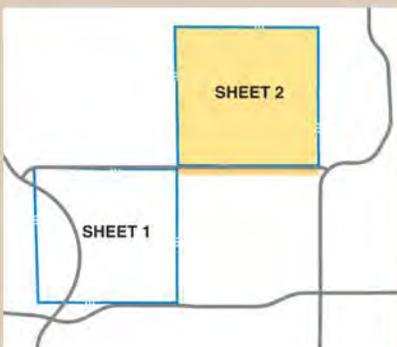
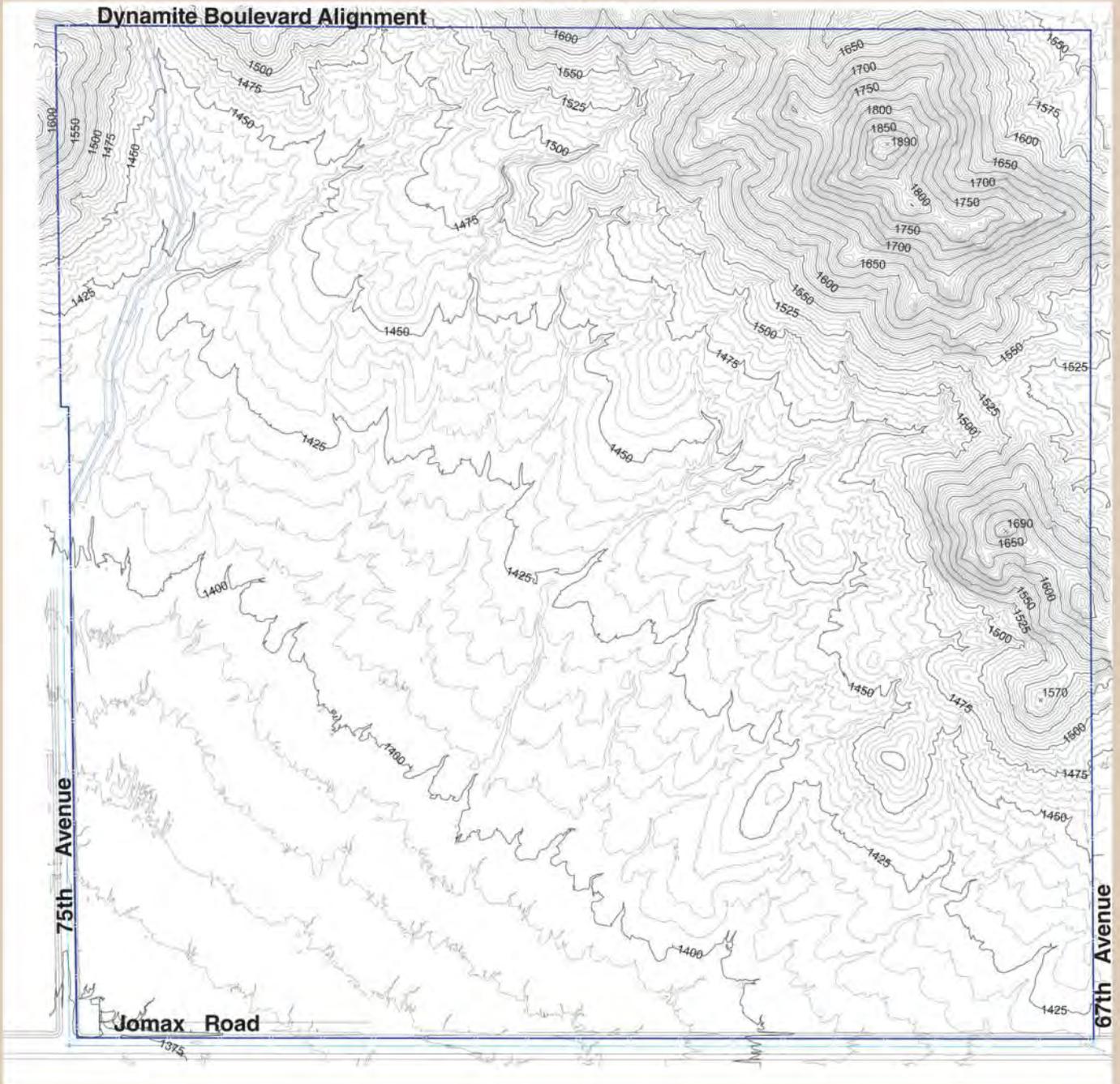
For additional topographical detail see the Topography Exhibits.

Topography



Moravita

Topography



Moravita

Aloravita Planned Community District

1.5 Desert Lands Conservation Overlay

Aloravita will comply with the DLCO. Applicant will submit a Master Conservation Plan (the “MCP”) in conjunction with this PCD. The MCP details the measures that Aloravita will take to comply with the DLCO, including revegetation, desert wash conservation, and site hydrology. While these items are discussed later in this Chapter, a more detailed discussion will be presented in the MCP. The Applicant recognizes that forthcoming changes will be made to the DLCO and further study will be provided during zoning, future phases and preliminary plat submittals.

1.6 Biology

The Biology Report, which is submitted in conjunction with this PCD, indicates that the Property does not contain known habitats for any threatened or endangered species. If any such species are identified on-site during any phase of development, mitigation measures in accordance with the Arizona Game & Fish Department’s guidelines will be implemented. This PCD preserves portions of Rock Springs Wash and New River, which will continue to serve as significant wild-life habitats and corridors.

1.7 Native Vegetation

The majority of the plant materials are mature and of a native Sonoran variety. The plant material includes, but is not limited to, Brittle Bush, Creosote brush, many varieties of Cholla cactus, Saguaro cactus, Palo Verde trees, Ironwood trees, and Mesquite trees. Pursuant to the findings of the MCP as required by Article 14-22B of the Zoning Ordinance, viable plant species will be identified, inventoried, salvaged (on-site) and reused in Aloravita. Phasing of this salvage process will occur as described in the MCP. Also included in the salvage plan is a plan to restore portions of New River that have been damaged by unauthorized Off Highway Vehicle use. The details of the restoration efforts including who will conduct such efforts and when they will be completed are provided in the MCP.

1.8 Soils/Geology

The native soil consists of primarily loose to very dense silt to clay sand, occasionally imbedded with very stiff sandy clay. Soil plasticity varies from low/non-plastic to high. Soil cementation and gravel content vary across the Property. The Soils Report prepared by WRG Cardno Engineers is being submitted in conjunction with this PCD, which further explains the soils located at Aloravita.

Aloravita Planned Community District

1.9 Hydrology

New River and Rock Springs Wash are two major drainage conveyance corridors that traverse the Property from north to south. These watercourses as well as other smaller washes within the Property are ephemeral in nature and therefore only flow in direct response to rainfall events. The majority of the Property drains to the south into Rock Springs Wash. The eastern third of the Property slopes to the southeast into New River. For further information regarding hydrology, please reference the Hydrology Study completed by WRG Cardno Engineers and Wood Patel, which will be submitted in conjunction with this PCD.

1.10 404 Permitting

The U.S. Army Corps of Engineers (the “Corps”) has jurisdiction over development within certain designated 404 washes. The Corps has determined that portions of New River, Rock Springs Wash and certain smaller tributaries are 404 jurisdictional washes on the Property. The majority of these 404 washes are anticipated to be avoided by the proposed development, and therefore the impacts are expected to be minor. Portions of the new River Wash may require restoration and revegetation. These restoration efforts will be accomplished in accordance with the requirements and standards of the Corps. For further information please reference the Hydrology Study prepared by WRG Cardno Engineers and Wood Patel, which will be submitted in conjunction with this PCD.

1.11 Archaeology

Archaeology research and investigations were undertaken in conjunction with all State and Federal regulations. Applicant has completed a Phase I archaeology investigation of the Property. A Phase I Archeological Investigations Report was prepared by SWCA Environmental Consultants, which will be submitted in conjunction with this PCD. The findings in the report do not preclude development of any portion of the Property. Should any artifacts be found on the property during any phase of construction, proper mitigation efforts will be implemented in a manner consistent with the Arizona State Historic Preservation Office’s standards and policies.

Aloravita Planned Community District

CHAPTER 2 GENERAL PLAN, DENSITY AND REZONING

The Peoria General Plan designates the majority of the Property as Residential/Low (2.0-5.0 dwelling units per acre). Other General Plan designations on the Property include Residential Estate, Park/Open Space and Water, which is intended to recognize the New River flood plain area. The proposed density of 2.91¹ du/acre is within the density allowed by the General Plan. The following tables provide a breakdown (in acreage) of each land use and the overall density for the Aloravita project as well as the land use and density allocations by section:

2.1 Aloravita Land Use Allocation

Current General Plan Land Use Allocation (Both Parcels)

Land Use	Acreage	General Plan Den- sity Range		General Plan Unit Range		Proposed Units
		Low	High	Low	High	
<i>Park/ Open Space</i>	323.9	0	1	0	323.9	323.9
<i>Water</i>	15.4	0	1	0	15.4	15.4
<i>Residential Low</i>	923.7	2	5	1847.4	4618.5	3335.7
Total	1263			1847.4	4618.5	3675

Average Density Proposed 2.91

Aloravita Planned Community District

Aloravita Land Use Allocation (Northern Parcel)

Current General Plan Land Use Allocation

Land Use	Acreage	General Plan Density Range		General Plan Unit Range		Proposed Units	
		Low	High	Low	High		
<i>Park/ Open Space</i>	183.6	0	1	0	183.6	183.6	
<i>Residential Low</i>	449.2	2	5	898.4	2246	1491.4	
Total	634.2			898.4	2246	1675	

Average Density Proposed **2.64**

In the event that the school site on the Northern Parcel is not constructed, the overall density will increase to 3.12 du/acre with a maximum unit count of up to 3,939 residences, which is still within the density allowed by the General Plan.

Aloravita Land Use Allocation (South Parcel)

Current General Plan Land Use Allocation

Land Use	Acreage	General Plan Density Range		General Plan Unit Range		Proposed Units	
		Low	High	Low	High		
<i>Park/ Open Space</i>	140.3	0	1	0	140.3	140.3	
<i>Water</i>	15.4	0	1	0	15.4	15.4	
<i>Residential Low</i>	474.5	2	5	949	2372.5	1844.3	
Total	627.8			949	2372.5	2000	

Average Density Proposed **3.19**

The planned 15 acre school site located in the center of the southern parcel may be zoned for residential uses. If the Peoria School District does not build the school the site shall be used for residential development. The overall density of 2000 units shall not be increased but merely spread across the additional acreage.

Aloravita Planned Community District

2.2 Variation of Product Type

The product size and variation of homes in Aloravita creates more visual appeal than a continuous stream of similar product. In addition, the variety of homes styles and product types permits development within Aloravita to adapt to market demands that change based on the economy.

2.3 Incorporation of Open Space Above Minimum Requirements

The Southern Parcel contains the New River Wash, Rock Springs Wash, and other 404 designated washes and hillside areas in the northwest corner of the Property down to Happy Valley Road all generating significant and beautiful open space within the varied regions of the Property. The Northern Parcel also contains the New River Wash and many other significant 404 jurisdictional washes that create open space for the community. These washes all create a rugged landscape that allows for a beautified development restricted by nature. The washes in the north allow the development to follow the flow of nature creating an organic development that instead of building on top of nature builds alongside. These open space uses shown together create an unprecedented arrival experience and quickly welcome residents and visitors into the active, friendly and inclusive theme of this PCD. Developed recreational amenities include a large park with athletic fields, walking trails and other programmed and natural open spaces, which are shown on the Open Space Plan exhibit located in Chapter 6.

2.4 Native Vegetation Salvation

In conformance with the DLCO, Aloravita will retain or salvage all viable desert vegetation for use throughout the Property as dictated by the MCP.

2.5 Dedication of Parks and Open Space

Applicant will dedicate certain portions of the approximately 323.9 acres of open space to the City of Peoria. Included in the Property's open space will be a 10-acre neighborhood park site which is shown on the Neighborhood Park exhibit within Chapter 6. The Neighborhood Park site will be dedicated to the City of Peoria as an unimproved site for the City to develop.

Aloravita Planned Community District

CHAPTER 3 LAND USE PLAN, UNIT COUNT, AND ZONING

3.1 Land Use Plan

The Aloravita Land Use Plan illustrates potential areas of residential development types, open space and recreation as well as all other land uses within Aloravita. The Land Use Plan illustrates a variety of land uses that may be created within the community and show open space that includes wash features, mountain open space and recreational opportunities.

Aloravita incorporates a full range of land uses including single family residential and education, along with an abundance of active and passive open space opportunities, woven together through a system of livable features, sharing common characteristics such as roads, parks, signage, public facilities, principle-based architectural design, etc. The Land Use Plan responds to the regional growth needs, local market conditions, and the current plans for the City as described in the City's General Plan.

As discussed in Chapter 2, the unit count for the property is 3,675 units with the possibility of an additional 264 units in the event that the Deer Valley School District does not want the High School site to be dedicated, which is consistent with the City's General Plan.

The Land Use Plan, zoning and unit count are detailed on the exhibits on the following pages.

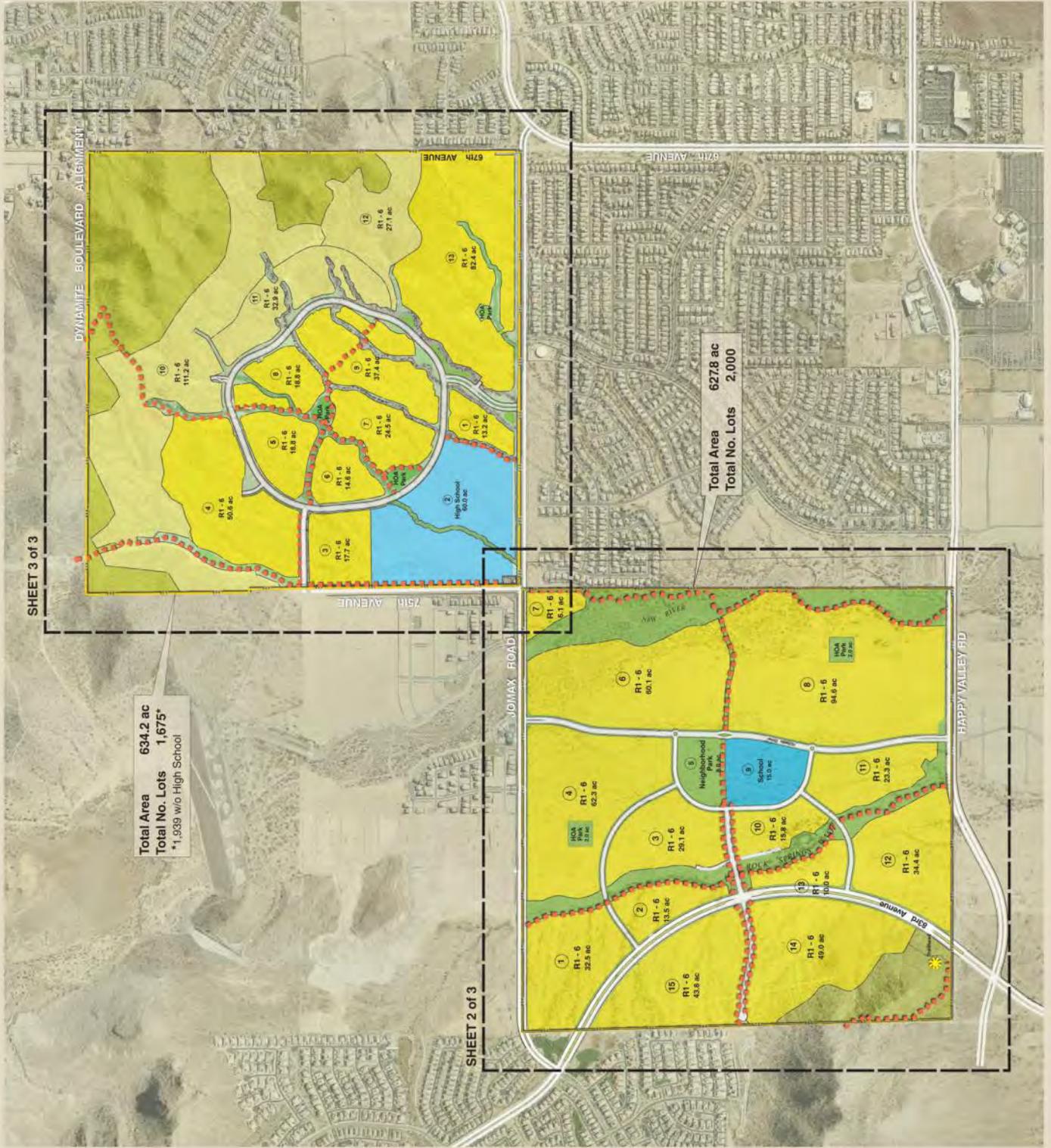
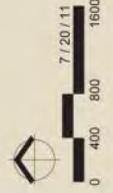
Land Use Plan



LEGEND

Proposed Zoning

[Yellow Box]	R1 - 6
[Light Green Box]	R1 - 6
[Blue Box]	School Site
[Light Blue Box]	Open Space
[Green Box]	Pump Station
[White Box]	Art. Roadway





SITE DATA

Parcel No.	Proposed Zoning	Gross Area, ac	Density D.U./ac	Total No. of Lots ¹
1	R1 - 6	32.5	4.22	137
2	R1 - 6	13.5	4.22	57
3	R1 - 6	28.1	4.22	122
4	R1 - 6	62.3	4.22	262
6	R1 - 6	60.1	4.22	254
7	R1 - 6	6.1	4.22	25
8	R1 - 6	94.6	4.22	399
9	School	15.0	-	-
10	R1 - 6	15.8	4.22	67
11	R1 - 6	23.3	4.22	98
12	R1 - 6	34.4	4.22	145
13	R1 - 6	10.0	4.22	42
14	R1 - 6	49.0	4.22	207
15	R1 - 6	43.8	4.22	185
Parks, Open Space				131.0 (140.3) ²
Arterial R.O.W.				24.4
Total				627.8
				2,000

¹ Residential densities may be transferred between Parcels provided that at the total number of lots for any Development Unit does not exceed a 10% range and b) the total build-out for Units does not exceed 2000 lots of any Development Unit. Preliminary and Final plans will keep a tally of approved lots.

LEGEND

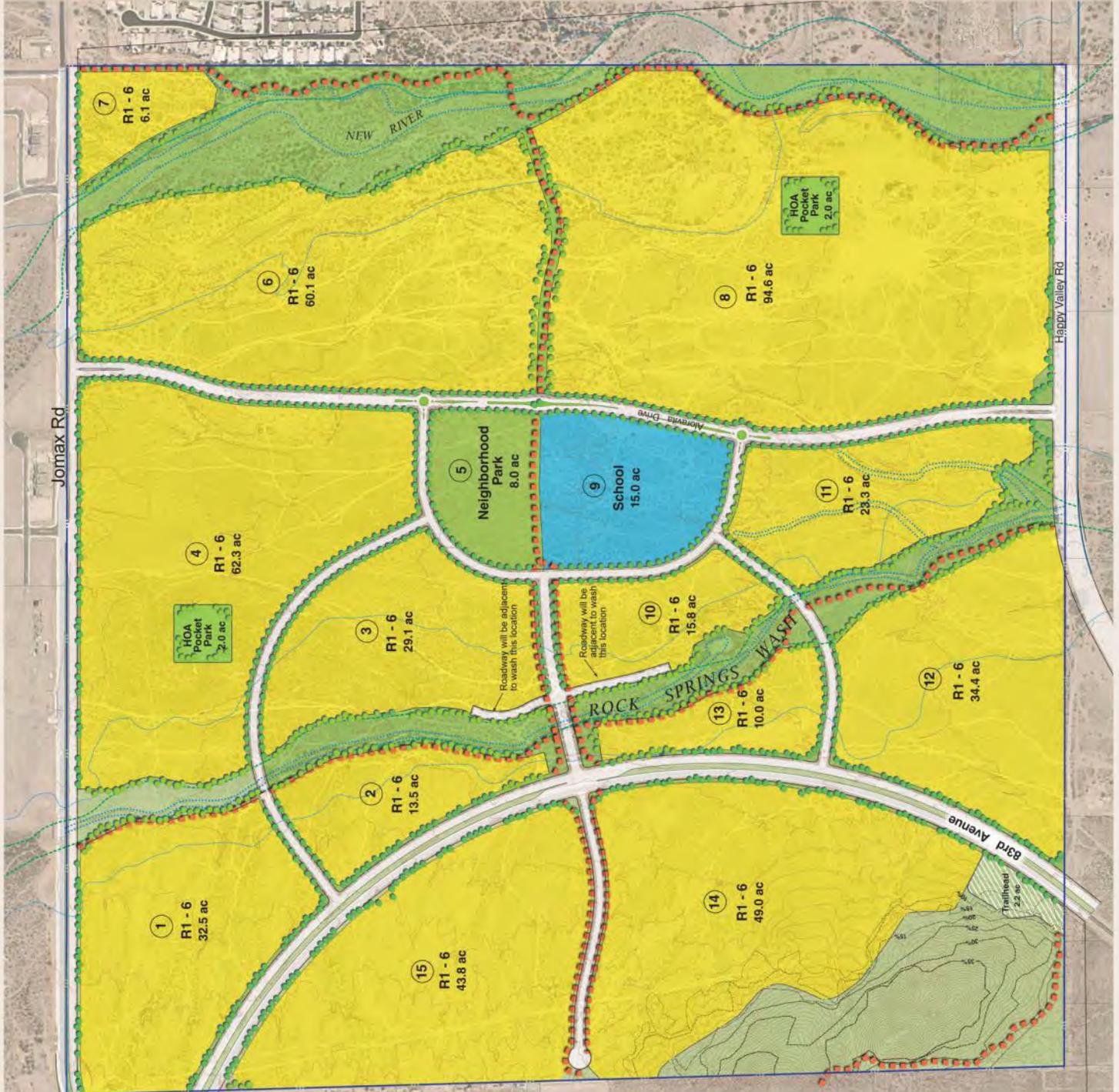
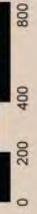
Proposed Zoning	Area, ac	Density D.U./ac	Total No. of Lots
R1 - 6	474.5	4.22	2,000
School	15.0	-	-
Parks, Open Space	113.9 (140.3) ²	-	-
Arterial R.O.W.	24.4	-	-
Total	627.8	-	2,000

² Indicate average density for this zoning category. Actual density may vary for individual parcels to achieve designated number of lots.

³ Gross Area shown for open space and parks of 113.9 acres does not include open space within the parcels, including these areas, total open space is 140.3 acres. For more detail, see the Open Space Plan.



7 / 20 / 11





SITE DATA

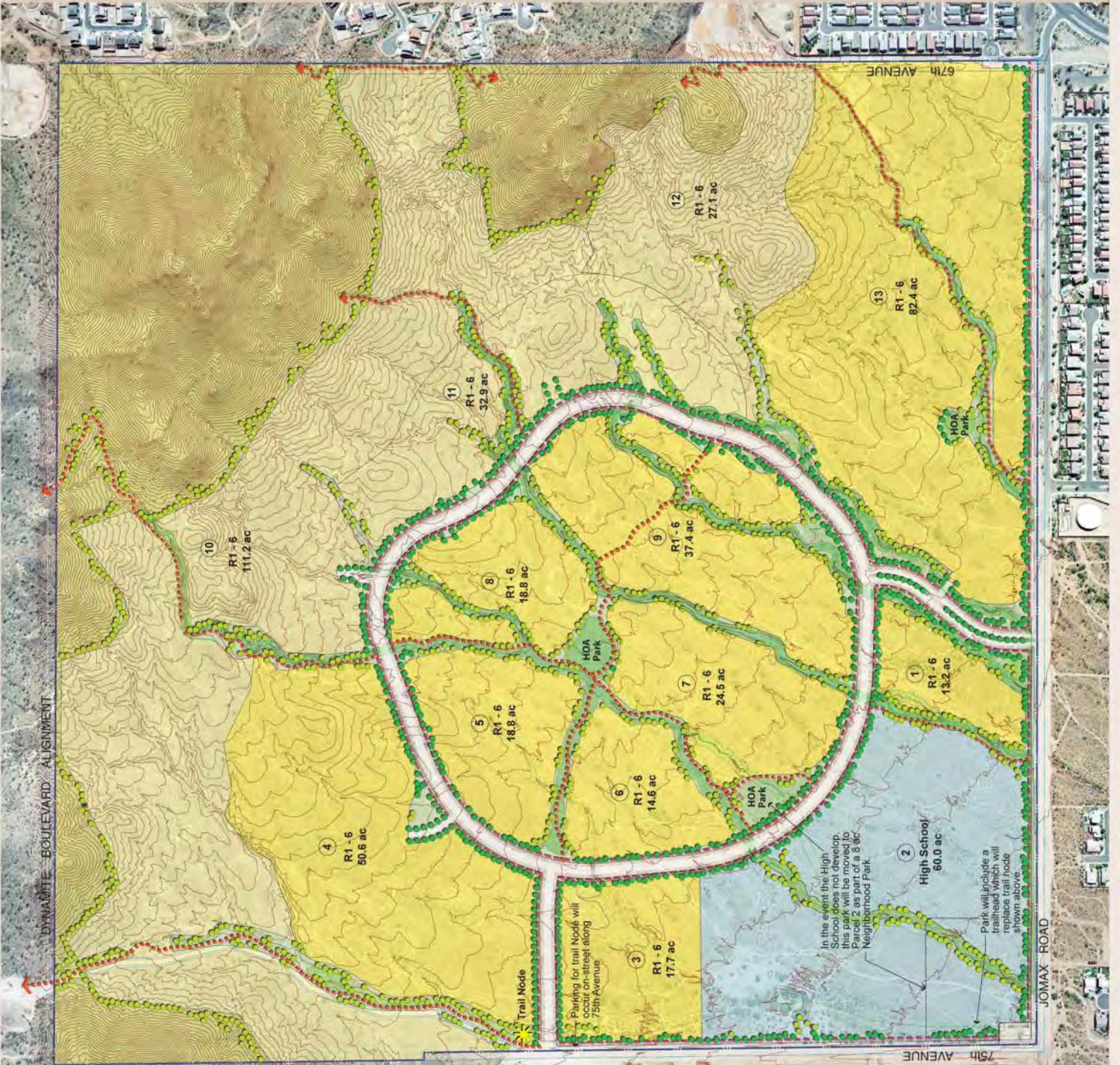
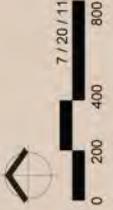
Parcel No.	Proposed Zoning	Gross Area, ac	Density ¹ DU/ac	Total No. of Lots
1	R1-6	13.2	4.2	55
2	R1-6 (School Site)	60.0	4.4	0 ⁴
3	R1-6	17.7	4.2	74
4	R1-6	50.6	4.2	212
5	R1-6	18.8	4.2	78
6	R1-6	14.6	4.2	61
7	R1-6	24.5	4.2	102
8	R1-6	18.8	4.2	78
9	R1-6	37.4	4.2	157
10	R1-6	111.2	3.0	333
11	R1-6	32.9	3.0	98
12	R1-6	27.1	3.0	81
13	R1-6	82.4	4.2	346
Art. Roadways		116.5 (183.6) ³	-	-
Pump Station		8.0	-	-
Total		634.2		1675

Residential densities may be transferred between Parcels provided that:
 a) the total number of lots for any Development Unit does not exceed a 10% range and b) the total build-out for Units does not exceed 1075 (1939)⁴ lots.
 As the project is developed, Preliminary and Final plats will keep a tally of approved lots.

LEGEND

Proposed Zoning	Gross Area, ac	Density ² DU/ac	Total No. of Lots
R1-6	171.2	3.0	512
R1-6	278.0	4.2	1163
R1-6 (School Site)	60.0	-	0 ⁴
Open Space	116.5 (183.6) ³	-	-
Pump Station	0.5	-	-
Art. Roadway	8.0	-	-
Total	634.2		1675 (1939)⁴

²Indicates average density for this zoning category. Actual density may vary for individual parcels to achieve designated number of lots.
³Gross Area shown for open space and parks of 116.5 acres does not include the area for the school site. The total gross area for all open space is 183.6 acres. For more detail, see the Open Space Plan.
⁴In the event that the School District decides that a school is not needed in this location, an additional 264 lots will be allocated for that parcel for an overall total of 1939 lots.

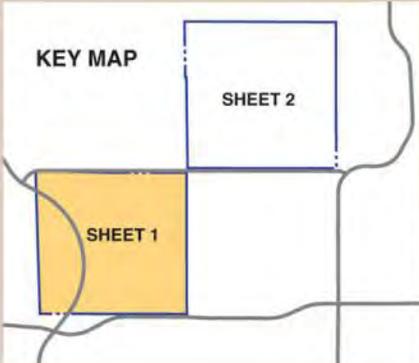
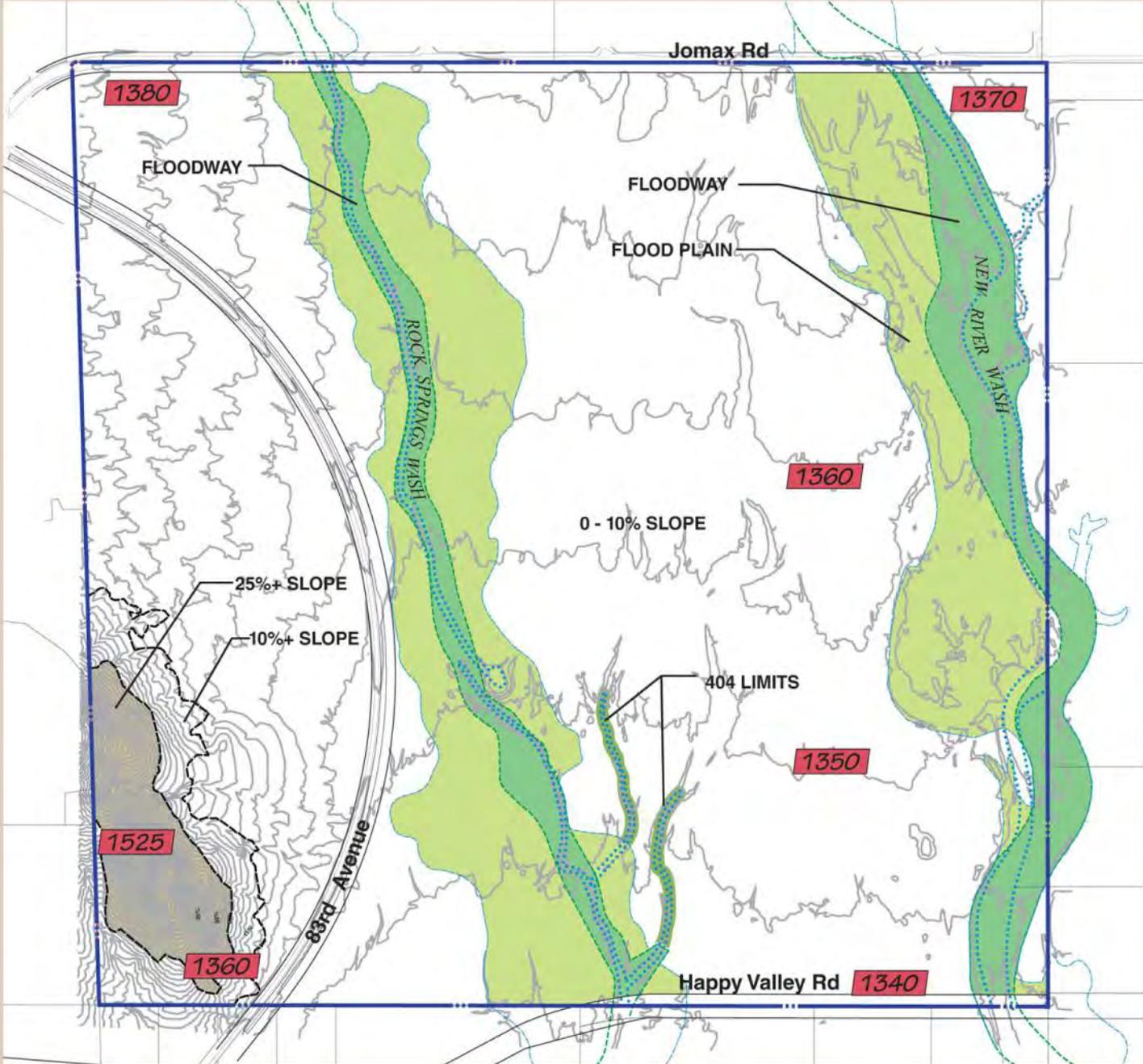


Aloravita Planned Community District

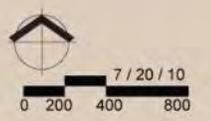
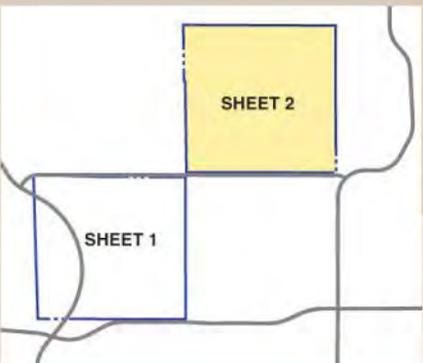
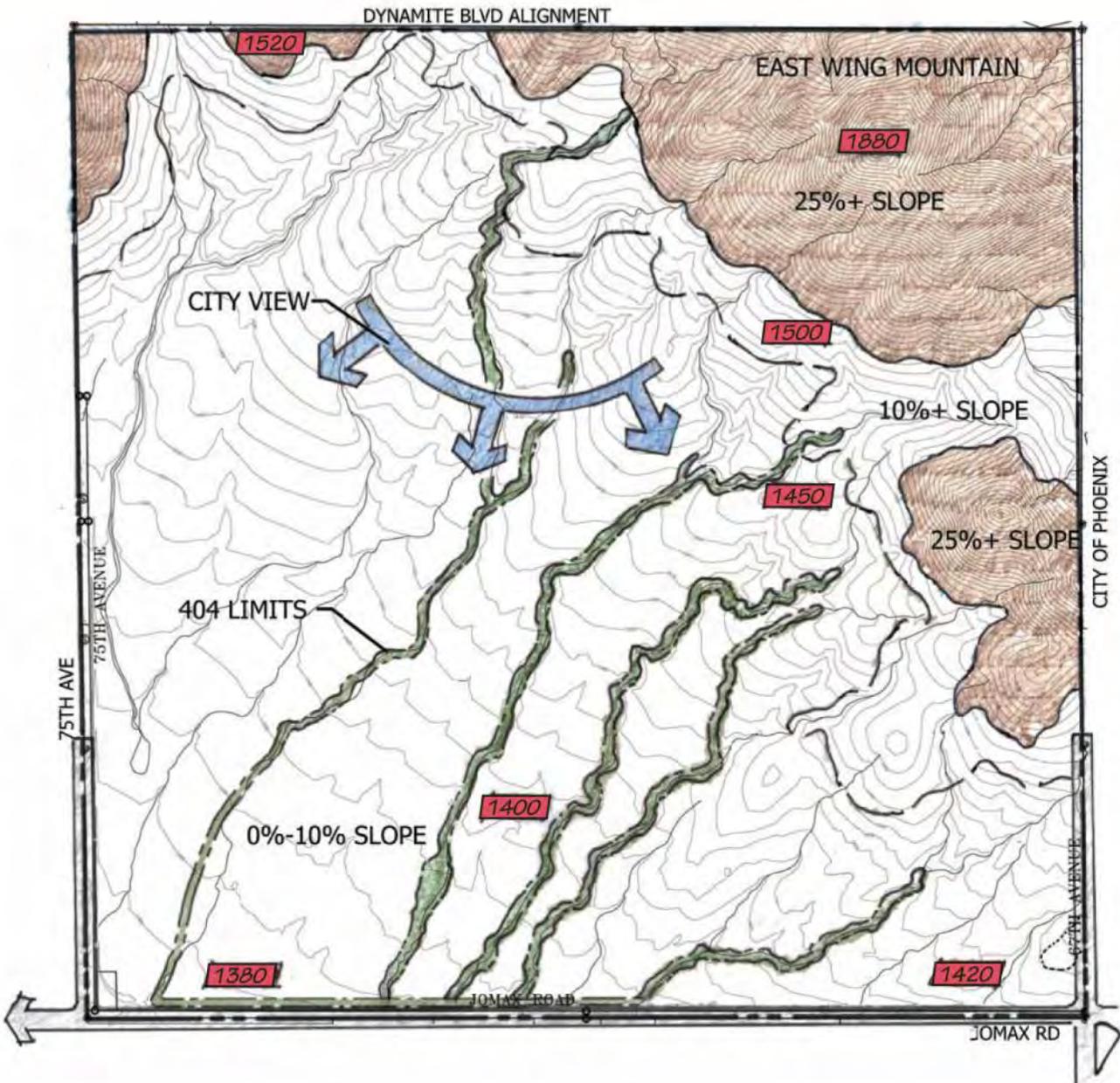
3.2 Opportunities and Constraints

Some of the opportunities that arise within Aloravita include Rock Springs Wash, New River, Eastwing Mountain, Westwing Mountain, and other washes on the Property. These create mountain views for the residents and the washes are natural areas to build trails along so residents may observe nature while still living within the comforts of their neighborhood. Though the items described are opportunities, they too are constraints. Portions of the washes are protected and no construction may occur within such protected areas. All development within Aloravita shall comply with the Zoning Ordinance, Article 14-22A Hillside Development Overlay District in effect as of the date of this PCD (the “Hillside Development Ordinance”). The Opportunities and Constraints exhibits on the following pages illustrate the hillsides and washes land form.

Opportunities and Constraints Map



Opportunities and Constraints Map



Aloravita Planned Community District

CHAPTER 4 UNIT COUNT AND DEVELOPMENT STANDARDS

This Chapter sets forth the unit counts and the use and development standards for Aloravita (the “Development Standards”). The Development Standards establish, among other things, the minimum lot sizes, lot widths, maximum lot coverage, minimum setbacks, maximum building heights, and minimum separation for residential and open space/community park land use categories.

4.1 Parcel Unit Count

The Southern Parcel unit count is 2,000 units. The Northern Parcel unit count is variable based on whether the Deer Valley School District builds a high school on a dedicated site within the Northern Parcel. The Northern Parcel Unit count is 1,675 units with a high school or 1,939 units without a high school. At no time can the total number of units within Aloravita exceed 3,939. During pre-plat a running total of units will be maintained to ensure the maximum unit number is not exceeded.

4.1.1 Southern Parcel Unit Count

Proposed Zoning	Area, acreage	Parcel DU/acre	Total Lots
R1-6	474.5	4.22	2,000
School	15	-	-
Parks, Open Space	113.9	-	-
Arterial ROW	24.4	-	-
Total	627.8	4.22	2,000
Total if elementary school is not constructed	627.8	4.08	2,000

*Does not include open space within each development parcel. For more detailed explanation see the Open Space Plan exhibit.

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4.1.2 Northern Parcel Unit Count

Proposed Zoning	Area, acreage	Parcel DU/acre	Total Lots
R1-6	449.2	*4.2, 3.0	1,675
School	60	-	-
Parks, Open Space	116.5	-	-
Pump Station	.5	-	-
Arterial ROW	8	-	-
Total	634.2		1,675
Total if high school is not constructed	634.2		1,939

Does not include open space within each development parcel. For a more detailed explanation see the Open Space Exhibit.

*4.2 parcel unit density is for the lower areas of the site while 3.0 represents the higher hillside development areas.

4.2 Zoning Districts

The single family residential zoning district within Aloravita is described as R1-6. The Development Standards Matrix identifies the Development Standards applicable to the zoning district.

4.3 Other Land Uses

The other land uses illustrated in the Land Use Plan are described as:

4.3.1 Non-Residential Zoning Districts (CP – City Park, S/HS – School / High School).

4.3.2 Permitted Principal Uses:

- CP – City Park: General park amenities including ball fields, basketball courts, parking, restrooms, tennis courts, splash pads, parking lot and sports field lighting, and equipment storage / maintenance buildings.

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- S/HS – School / High School: General school facilities including classroom buildings, auditoriums, fields, lighting, parking, equipment storage and maintenance, and other uses related to daily educational activities.

4.3.3 Permitted Conditional Uses:

- S/HS – School / High School

Uses not described in this PCD or specifically in the Zoning Ordinance shall be prohibited.

4.4 Development Standards Matrix

Side entry garages must be set back a minimum of 10 feet from the property line. For corner lots side entry garages are not permitted.

* See the Typical Lot Setback exhibit at the end of this Chapter.

4.5 Accessory Buildings

Zoning District	R1-6
Min. Lot Size (SF)	6,000
Min. Lot Width	50'
Min. Lot Depth	100'
Min. Front Yard Setback	
Livable and Side Entry Garage	10'
Front Facing Garage	20'
Min. Side Yard Setback	
Interior Minimum/Total	5'/13'
Street/ Corner Lot	10'
Rear Yard Setback	15'
Maximum Height	30'
Maximum Lot Coverage	45%

The Development Standards relating to accessory buildings shall be the same as the provisions of Section 14-5-8 of the Zoning Ordinance, in effect as of the date of this PCD, as follows:

A. Maximum Height. The height of an accessory building shall not exceed twenty (20) feet in height.

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- B. No accessory building shall be located in any front yard.
- C. A detached accessory building, less than eight (8) feet in height and with a total floor area or projected roof area which does not exceed two hundred (200) square feet, may be located in the required side or rear yard adjacent to the property line provided the structure is not served by utilities and is screened from public view.
- D. A detached accessory building between eight (8) and nine (9) feet in height or greater than two hundred (200) square feet in area, may be located a minimum of three (3) feet from the side or rear property line provided the structure is screened from public view.
- E. Accessory buildings exceeding nine (9) feet in height and/or three hundred (300) square feet in area shall meet the required setbacks of the respective zoning district. Accessory buildings exceeding nine (9) feet in height and located along property Lines abutting water tanks, well sites, utility substations, water treatment plants and similar land uses as determined by the Planning Manager shall be allowed a three (3) foot side or rear setback provided that the height of the structure shall not exceed the height of the principal building.
- F. Accessory buildings nine (9) feet in height or greater OR three hundred (300) square feet or greater shall conform to the City's Design Review Manual and the Aloravita Design Guidelines.
- G. All structures shall be located in accordance with any applicable City building and/or fire code.
- H. All structures must adhere to the City's Uniform Building Code.

4.6 Permitted Principal Uses

The Development Standards related to permitted principal uses shall be those set forth in Section 14-5-2 of the Zoning Ordinance, in effect as of the date of this PCD, as follows:

- A. One detached single-family dwelling per lot.
- B. Publicly owned and operated parks and recreation centers.
- C. Group Homes, in accordance with provisions of Article 14-3, General Provisions Section 14-3-12 of the Zoning Ordinance, "Group Homes, Day Care Group Homes, Group Care Facilities and Community Residential Setting Facilities," Subsection 14-3-12(A).

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D. Public/Charter Schools and Private Schools, provided that the facility shall have direct vehicular access to an arterial or collector street and that facilities for repair or storage of vehicles and equipment shall be prohibited. (Ord. No. 99-89).

E. Churches, synagogues, temples, chapels, or similar places of worship, and related facilities, subject to review and approval of vehicular access by the City Engineer. Development Standards for the church site at Aloravita will follow the Zoning Ordinance then in effect then adhere to the C-1 convenience commercial zoning district development and landscape standards.

F. Public utility buildings, uses, structures, equipment and storm water retention areas; provided that repair or storage facilities in connection therewith are expressly prohibited. (Ord. No. 04-207)

4.7 Permitted Conditional Uses

The Development Standards related to permitted conditional uses shall be those set forth in Section 14-5-3 of the Peoria Zoning Ordinance, in effect as of the date of this PCD, as follows:

A. Public buildings providing cultural, educational, administrative, fire and police protection services to district residents; provided that all vehicular access shall be restricted to public streets.

B. Colleges or university facilities, such facilities shall have direct vehicular access to an arterial or collector street. Facilities for the repair or storage of vehicles and equipment shall be prohibited. (Ord. No. 05-58A)

C. Non-commercial recreational uses, provided that all direct vehicular access is from an arterial or collector street. (Ord. No. 93-12)

1. All principal and accessory buildings shall be located not less than fifty (50) feet from any property line adjoining any residential district.

2. Any accessory restaurant or bar shall be an integral part of a principal building, shall have no public entrance except from within the building, and shall make no exterior display or advertising of any commercial activity.

3. Swimming pools, tennis courts and similar outdoor recreation facilities shall be located not less than twenty-five (25) feet from any property line.

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D. Day Care Group Homes with five (5) or more children, in accordance with provision of Article 14-3, General Provision, Section 14-3-12, "Group Homes, Day Care Group Homes, Group Care Facilities, and Community Residential Setting Facilities," subsection 14-3-12 (B) of the Zoning Ordinance, "Day Care Group Homes" and upon a finding by the Planning and Zoning Commission, that such homes will be operated in a manner that is compatible with and not detrimental to, adjacent properties or the neighborhood in general: (Ord. No. 02-85)

E. Group Care Facility or Community Residential Setting Facility in accordance with provision of Article 14-3, General Provision, Section 14-3-12, "Group Homes, Day Care Group Homes, Group Care Facilities, and Community Residential Setting Facilities," subsection 14-3-12 (C) "Group Care Facilities and Community Residential Setting Facilities. (Ord. No. 02-85)

F. Preschool centers or day care centers in accordance with State Department of Health Care Services regulations provided that:

1. The use shall be in conjunction with a non-residential principal or conditional use within Article 14-5 of the Zoning Ordinance.

2. All vehicular access shall be from an existing arterial or collector street.

3. No on street parking or drop-off shall be permitted.

4. Playgrounds or other outdoor activity area shall be separated from adjacent residential land uses by no less than twenty-five (25) feet.

5. All playgrounds or outdoor activity areas shall be properly fenced using the following methods:

a. Solid masonry wall no shorter than 4'-6"; or

b. Wrought-iron view fence no shorter than 4'-6" with vertical members no greater than 4" apart; or

c. Other fencing method approved by the Planning and Zoning Commission.

6. Hours of operation shall be between 6:00 a.m. and 7:00 p.m., or as otherwise established by the Planning and Zoning Commission.

7. Hours of outdoor activity shall be limited to between 8:00 a.m. and 6:00 p.m.

Aloravita Planned Community District

4.8 Permitted Accessory Uses

The Development Standards related to permitted accessory uses shall be those set forth in Section 14-5-4 of the Zoning Ordinance in effect as of the date of this PCD, as follows:

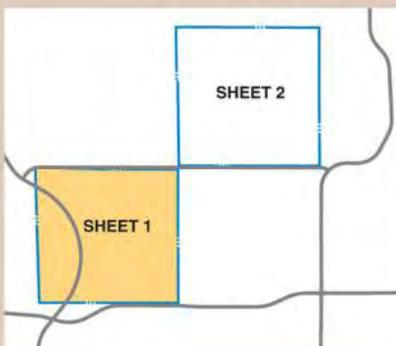
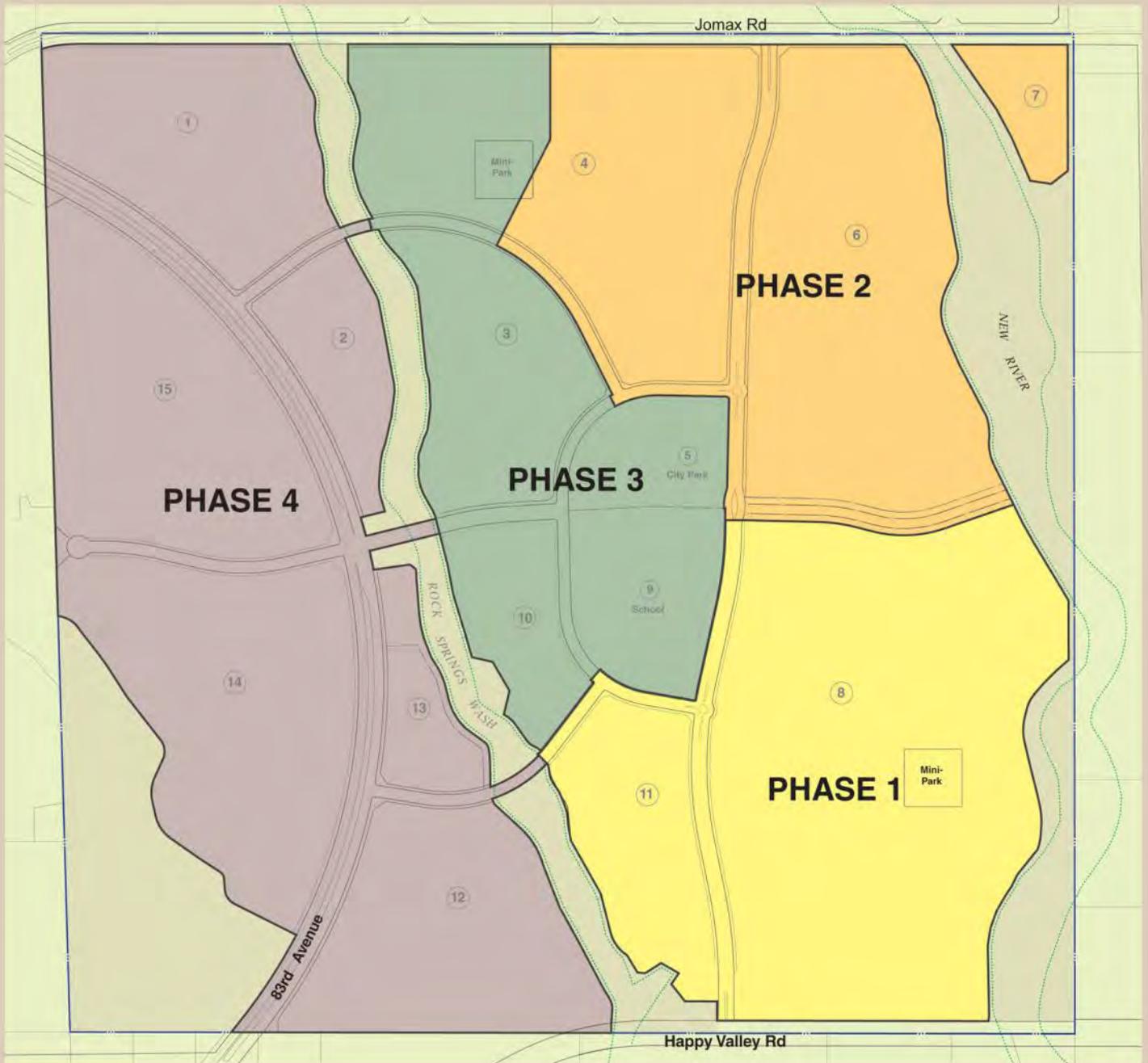
- A. Any accessory use customarily incidental to a permitted principal use.
- B. Off-street parking serving a permitted principal use, in accordance with Article 14-23 of the Zoning Ordinance.
- C. Private garage or carport for storage or parking of vehicles.
- D. Garden house, tool house, ramada, outdoor swimming pool and similar home recreational facilities; provided that such facilities are used solely by occupants of the premises and their guests.
- E. Storage or parking of recreational vehicles and utility trailers, in accordance with Chapter 14 Motor Vehicles and Traffic of the Peoria City Code (1992 Edition). (Ord. No. 98-18)
- F. Guest house or servant's quarters; subject to 14-5-9B.
- G. Home occupation, in accordance with Article 14-3, General Provision, Section 14-3-8, "Homes Occupations," of this Ordinance. (Ord. No. 02-85)
- H. Where the keeping of horses and other livestock is otherwise lawful, structures customarily accessory to such use.
- I. Day care for four (4) or less children. (Ord. No. 93-25)

Aloravita Planned Community District

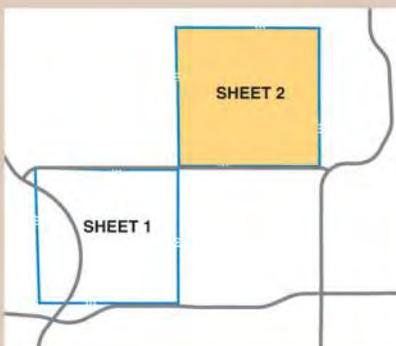
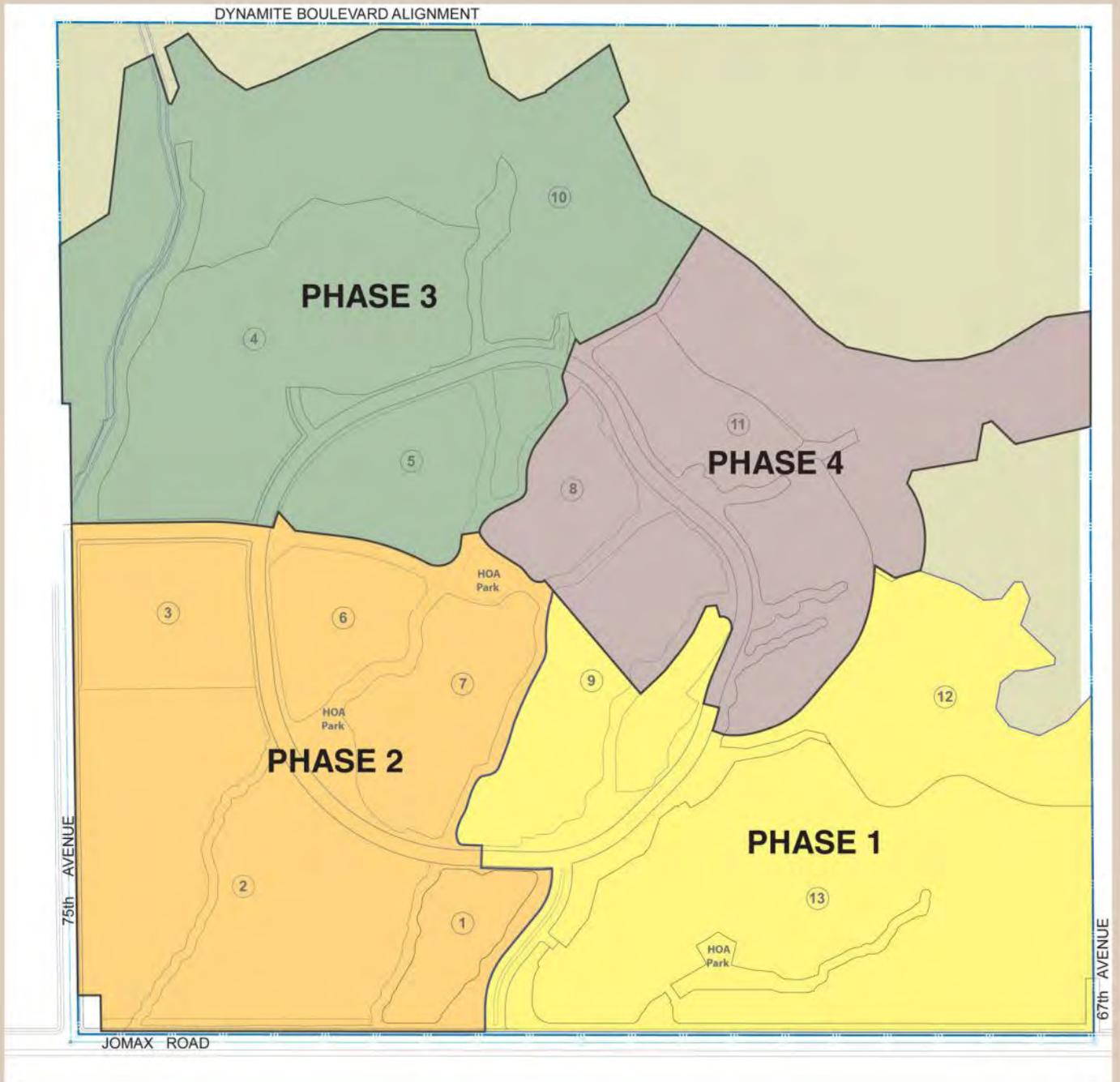
4.9 Phasing Plan

Applicant anticipates that development within Aloravita will occur in four phases in both of the Northern Parcel and the Southern Parcel. However, due to the size and scope of the Aloravita project, the phasing may be modified during the course of development. The phasing diagrams on the following pages illustrate the anticipated development phasing for the Northern Parcel and the Southern Parcel

Phasing



Phasing



Aloravita Planned Community District

4.10 Parking

All parking and storage requirements for recreational vehicles, commercial vehicles, utility trailers and boats shall be as required by Chapter 14-23 of the Peoria Zoning Ordinance.

4.11 Hillside Development

All hillside development within Aloravita shall conform to the City's Hillside Development Ordinance effective on the date of the passage of this PCD.

4.12 Major Entry Elevation

The exhibit on the following page illustrates the architectural and landscape design elevation for a typical entry feature at Aloravita.

Aloravita Planned Community District

4.13 Walls

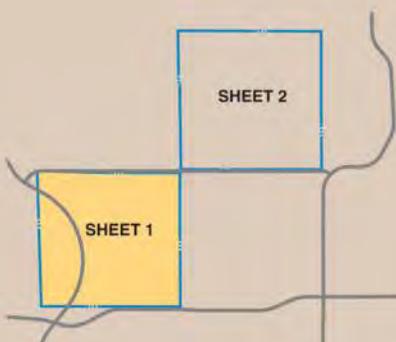
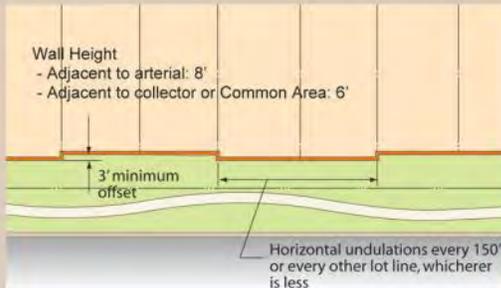
The walls in Aloravita will reflect the colors of the Sonoran desert and will blend with the natural environment. Three different wall types will be used within Aloravita, which wall types are the primary theme wall, the secondary theme wall, and the view fence. The primary theme wall will have a painted CMU block cap atop stone veneers for borders and the main construction block will be a painted CMU. The secondary theme wall will have a painted CMU atop painted CMU blocks with painted CMU split-face block columns. The theme fence is a painted tube steel fence with painted CMU split face block columns with a painted CMU on top. The foregoing description of the wall types are illustrated on Wall Elevations Plan exhibit on the page following the Wall Plan. As shown on the Wall Plan exhibit, which is on the following page, the primary theme wall borders the main arterial roads in and out of Aloravita, the secondary theme wall is used throughout the neighborhood collector streets, and the view fence will be used on lots that border along natural open space areas and parks.

Wall Plan



WALL LEGEND

-  Primary Theme Wall
-  Primary Theme Wall/ View Fence
-  Secondary Theme Wall/ View Fence



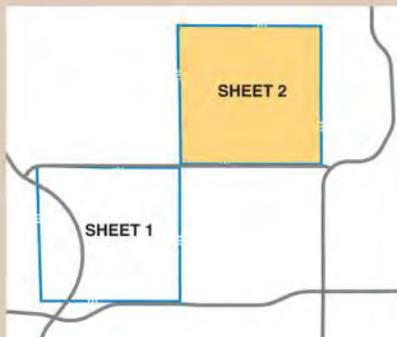
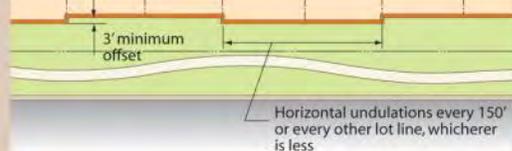
Wall Plan



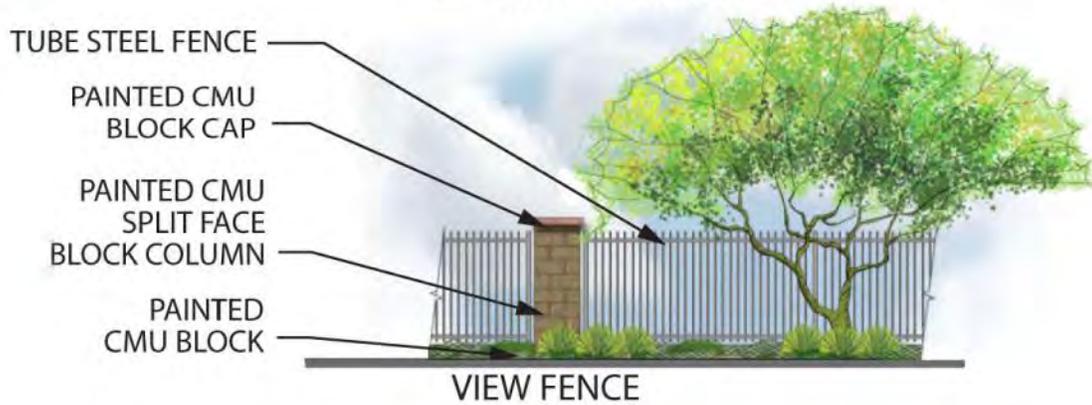
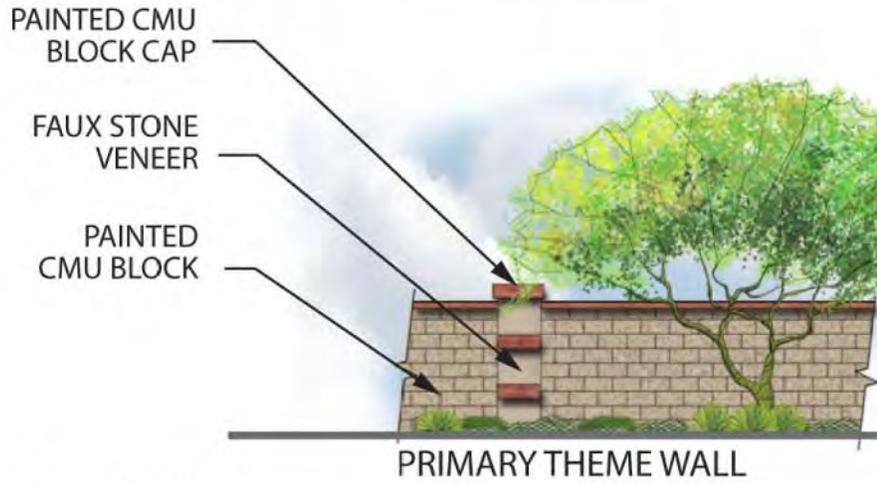
WALL LEGEND

-  Primary Theme Wall
-  Primary Theme Wall/ View Fence
-  Secondary Theme Wall/ View Fence

Wall Height
 - Adjacent to arterial: 8'
 - Adjacent to collector or Common Area: 6'



Wall Elevations



Aloravita Planned Community District

4.14 Landscaping

Aloravita's landscaping preserves and enhances Aloravita's unique and natural landscape by using a variety of materials, including, low water consumptive trees, shrubs and ground cover. It is the intent of the Master Landscaping Plan described in this Section: (a) to aid in stabilization of the environment's ecological balance by contributing to the process of air purification, oxygen regeneration, groundwater recharge and storm water runoff retardation; (b) to aid in noise, glare and heat abatement; (c) to provide visual buffering between land uses of differing character; (d) to enhance beautification of the City; (e) to preserve the value of the land and buildings; and (f) to conserve energy and natural resources. All landscaping will be completed in accordance with the MCP. The Master Landscaping Plan exhibits on the following pages illustrate Aloravita's anticipated landscaping.

Landscape Plan



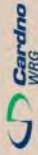
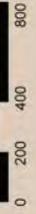
LANDSCAPE PALETTE

TREES	SHRUBS / ACCENTS
Acacia farnesiana Sweet Acacia Acacia wrightiana Palo Blanco Callisaya eschscholc Cascadiola Callisaya cycalico Cercidium hybrid Desert Museum Palo Verde Cercidium microphyllum Foothills Palo Verde Chiosopsis linearis Lois Adams Lois Adams Desert Willow Olneya tesota Ironwood Phoenix Ceanothus Canary Island Palm Pisonia thymiflora Date Palm Pteleocarpus flexiculae Texas Ebony Prosopis velutina Velvet Mesquite	Anibrosa deltoidea Bur sage Asclepias subulata Desert Milkweed Biocarpus Barbara Kiers Calliandra encorythia Pink Fairyduster Dorothea viscosa Hopsseed Bush Eriogonum Botanical Eriodra viridis Encantaria laurifolia Turpentine Bush Yucca erveyi Yucca elata Justicia californica Chuparosa Larrea tridentata Creosote Bush Leucophyllum frutescens Desert Rose Rhus venusta Desert Ruella Simmondsia chinensis Jopba Yucca elata Goldeneye
CACTI	GROUNDCOVER
Carnegiea gigantea Saguaro Ferocactus cylindricus Compadre Barrel Cactus Fouquieria splendens Cholla Opuntia engelmannii Buckhorn Cholla Opuntia bigelovii Buckhorn Cholla Opuntia engelmannii Engelmann's Prickly Pear Yucca baccata Banana Yucca	Bahia multiflora Desert marigold Dysoschia perichthaea Golden Dysodia Eriogonum fasciculatum Flattop Buckwheat Gulerenzia sarothrae Shaleweed

NOTE: For landscaping in the parks, a park-user-friendly plant palette will be developed with Peoria Parks Division



8/05/10

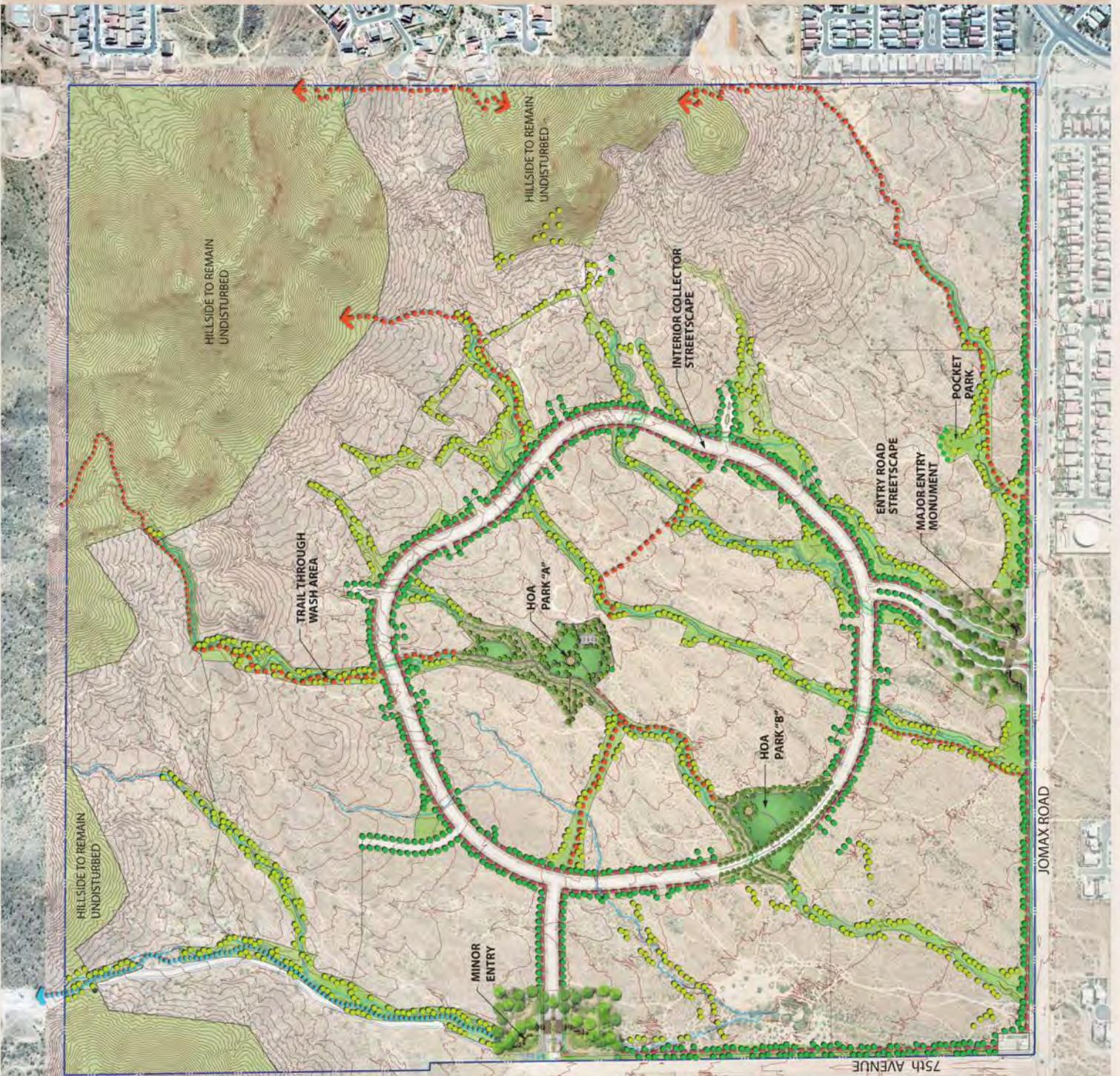
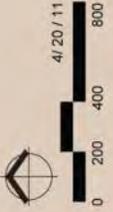
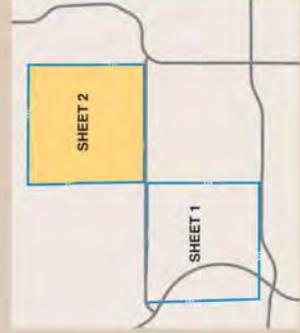




LANDSCAPE PALETTE

TREES	SHRUBS / ACCENTS
<i>Acacia farnesiana</i> <i>Acacia greggii</i> <i>Acacia salicifolia</i> Palo Blanco <i>Cassipouira casahuate</i> Cascadote <i>Cassipouira casahuate</i> Cascadote <i>Cercidium hybrid</i> "Desert Museum" Palo Verde <i>Cercidium microphyllum</i> Foothills Palo Verde <i>Chrysalidocarpus lutescens</i> "Lone Adams" Desert Willow Olive tree Ironwood Phoenix Canary Island Palm Date Palm Phoenix <i>Phoradendron leucocaulum</i> Texas Ebony Prosopis juliflora Velvet Mesquite	<i>Ambrosia deltoidea</i> Ash Desert Milkweed Bougainvillea "Barbara Kuntz" Bougainvillea Calliandra eriophylla "Barbara Kuntz" Datura Hopseed Bush Encelia farinosa Brittlebush Ephedra viridis Mormon Tea Euphorbia Turpentine Bush Hydris emoryi Desert Lavender Justicia californica Chuparosa Larrea Creosote Bush Leucophyllum frutescens Heavenly Cloud Ruella pennsylvanica Desert Ruella Salvia Salvia chinensis Yucca Yucca deltoidea Goldeneye
CACTI	GROUNDCOVER
Carnegiea gigantea Saguaro Pereskia cymatobasis Compass Barrel Cactus Ferocactus splendens Opuntia acanthocarpa Buckhorn Cholla Opuntia bigelovii Buckhorn Cholla Opuntia engelmannii Engelmann's Prickly Pear Yucca baccata Beanieba Yucca	Bahia multicaulis Desert mangrove Dyssodia pentstemonifolia Golden Dysodia Eriogonum fasciculatum Flattop Buckwheat Galenella sarotrine Snowweed

NOTE: For landscaping in the parks, a park-user-friendly plant palette will be developed with Florida Parks Division.



Aloravita Planned Community District

4.14.1 Master Landscaping Plans. Master Landscaping Plans shall, at a minimum, indicate the location of all existing and proposed landscape improvements to be located on the Property upon completion of the Aloravita project. The Master Landscaping Plans, may require, among other things, that all trees and shrubs: (a) are planted in planting strips with required space needs met; (b) are planted in a manner to prevent root destruction of paved areas; (c) are placed with sufficient separation from property lines and setbacks; (d) are of various sizes and types; and (e) are planted in a manner not to interfere with utility placement.

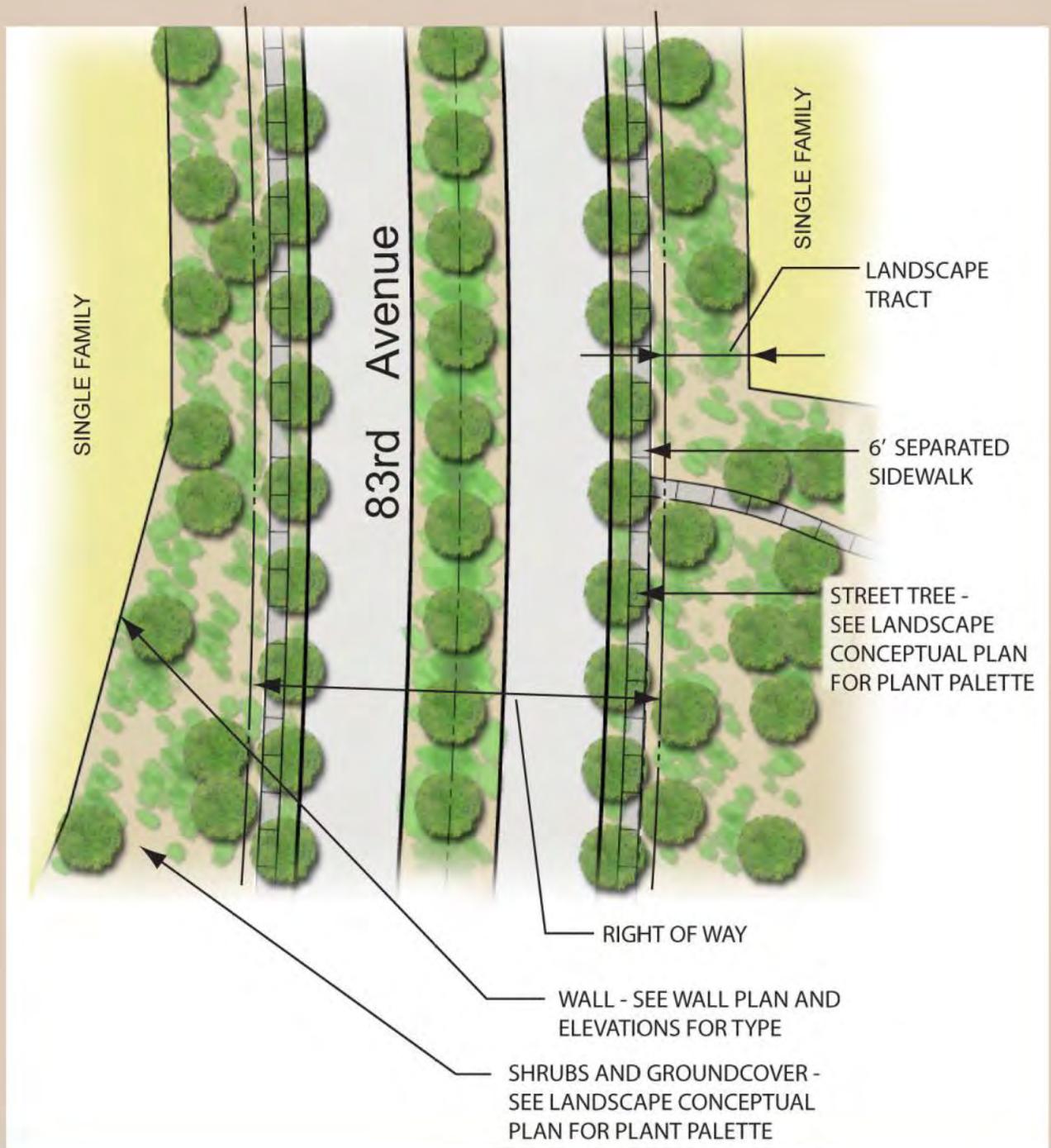
4.14.2 Installation. All landscaping shall be installed and conform to the applicable approved Master Landscaping Plans before a Certificate of Occupancy may be issued. The City may issue a six month temporary Certificate of Occupancy if the Planning & Community Development Director receives satisfactory documented assurance that the landscaping will be completed in such six month period. Satisfactory documented assurance means a cash bond, cash deposit, or irrevocable letter of credit in an amount equal to 110% of the cost to install the landscaping and irrigation system.

4.14.3 Landscaping Requirements.

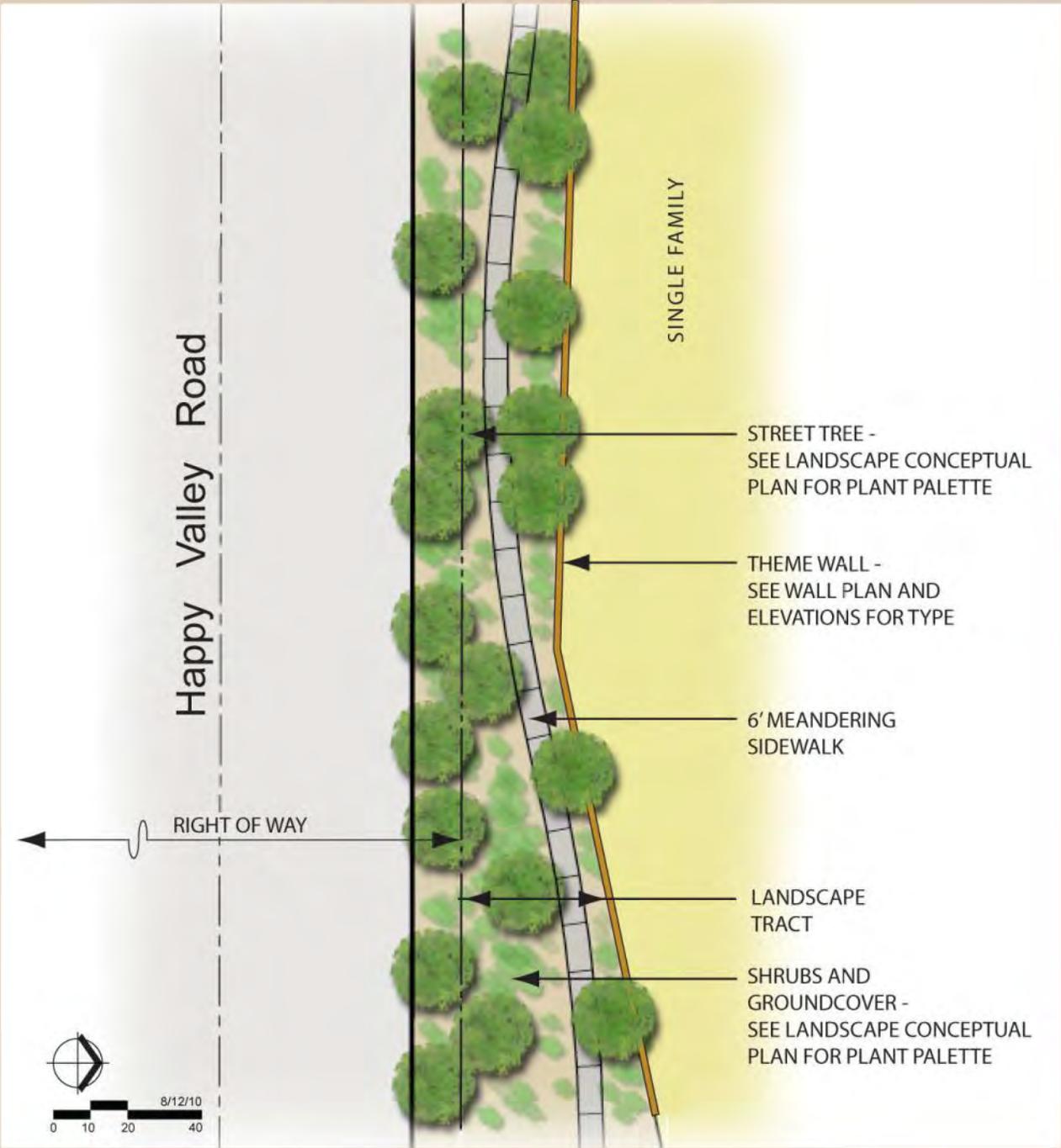
4.14.3.1 Streetscapes. The streetscapes in Aloravita are to resemble the character of the area where they are located. Trees will line arterial or commuter roads thereby beautifying the area. Streetscapes for neighborhood and local streets will be landscaped to shade the sidewalks and include shrubbery that will enhance the natural look of the desert and provide shelter for local fauna. All landscape buffers and landscape tracts within Aloravita are to be landscaped. Landscape buffers and the areas between streets and sidewalks and/or structures. Landscape tracts are areas outside of the public right-of-way intended solely for landscaping. Landscaped tracts and landscaped buffers may include, without the obligation to do so, lighting, misters, retention basins, bio-swales, shading structures, drainage corridors, fountains, signs, and monumentation.

The exhibits on the following pages illustrate the anticipated Aloravita streetscape.

83rd Avenue Streetscape

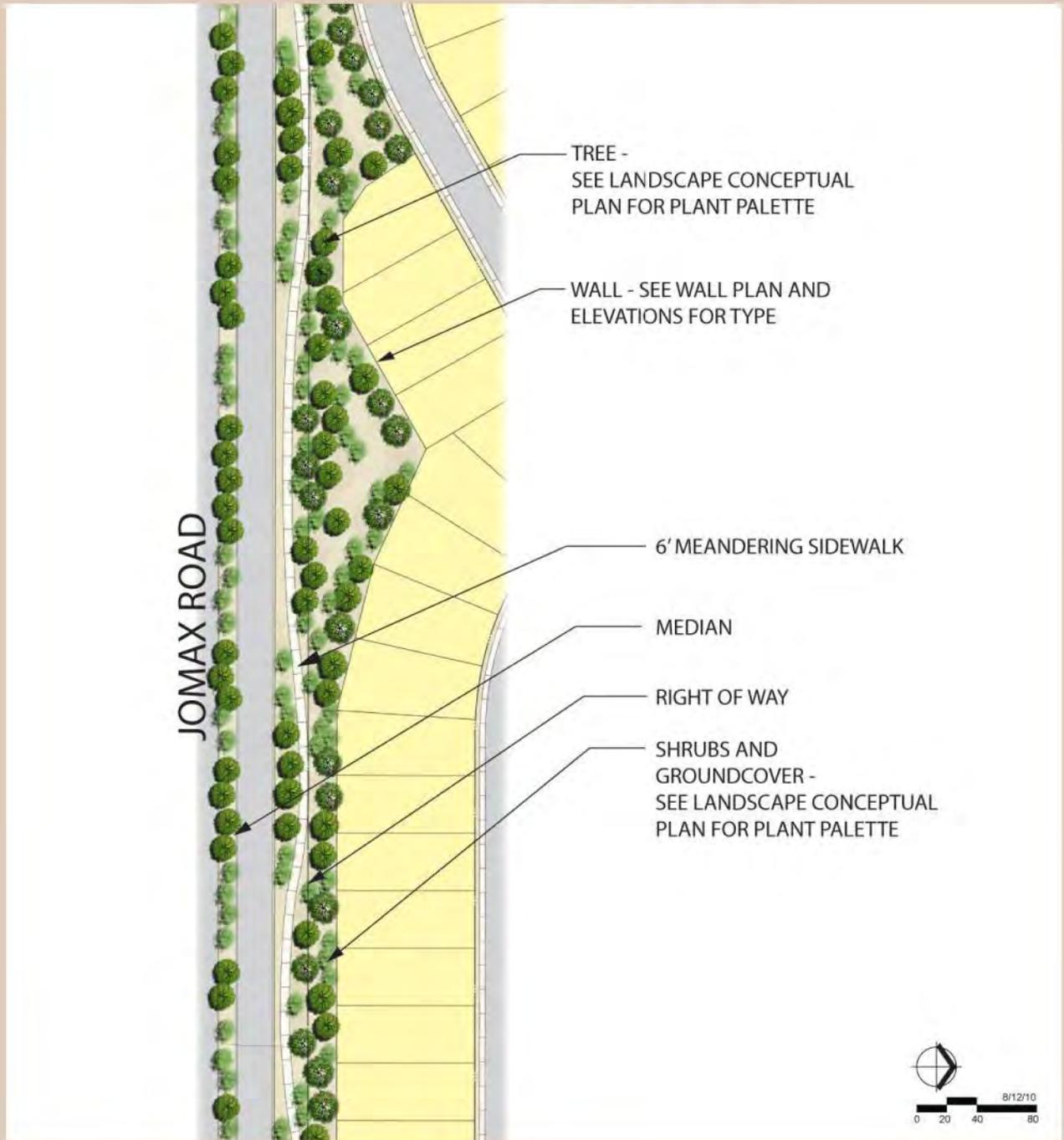


Happy Valley Road Streetscape

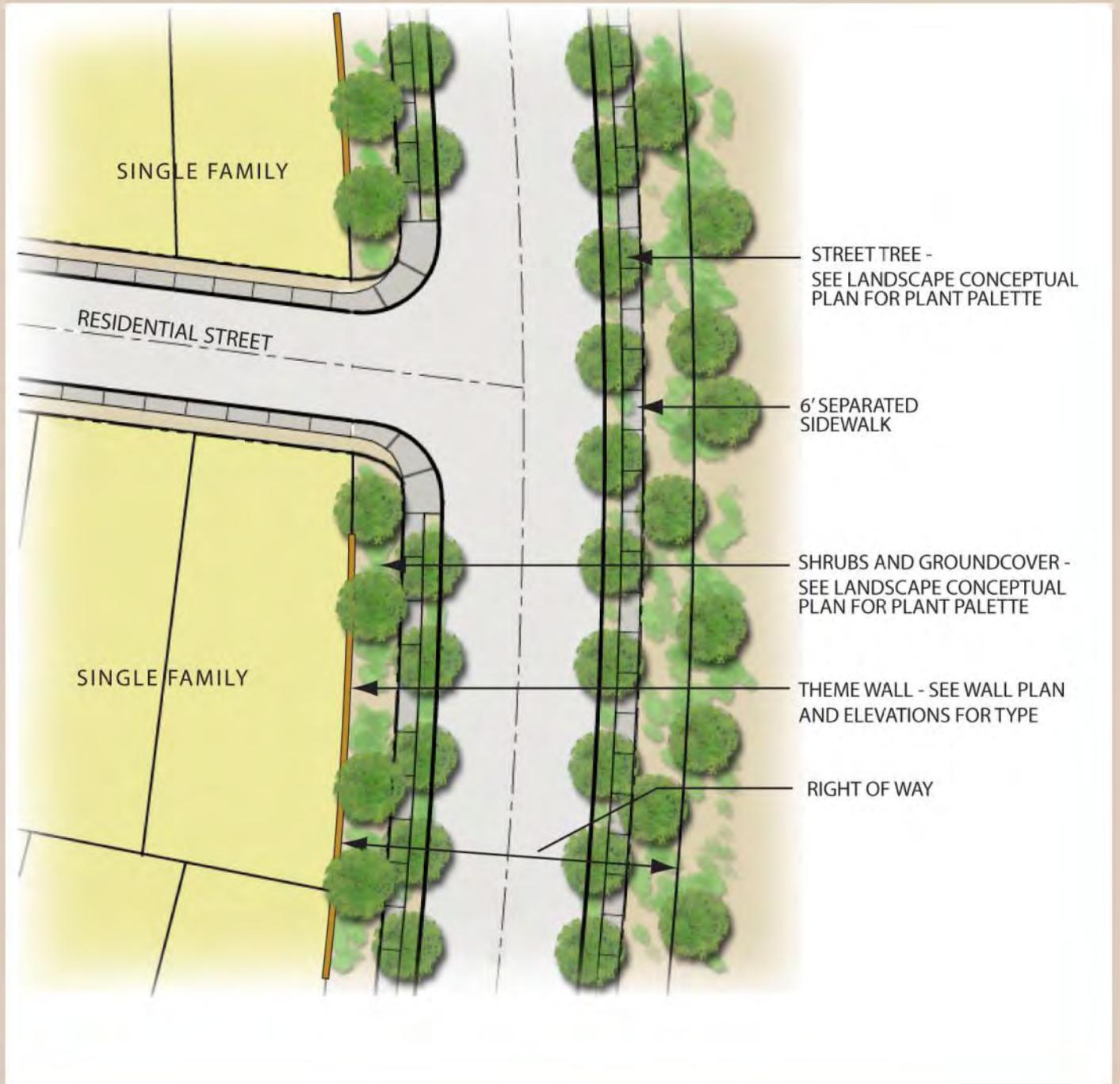


PLANNED COMMUNITY DISTRICT

Jomax Road Streetscape



Collector Streetscape



Aloravita Planned Community District

4.14.3.2 Trees. Trees located within Aloravita will include both native and arid adapted species. The following is a list of approved trees, all of which must be at least six feet tall at the time of planting:

- Sweet Acacia
- Palo Blanco
- Cascolote
- Palo Verde (Foothills and Desert Museum)
- Lois Adams Desert Willow
- Ironwood
- Canary Island Palm
- Date Palm (a minimum of trunk height of 5 feet at the time of planting)
- Texas Ebony
- Velvet Mesquite¹

A minimum of 50% of the trees planted within Aloravita will be at least 24” box size trees at the time of planting. Aloravita may substitute 24” box trees with 1.5 fifteen gallon trees for every 36” box size tree planted. Trees of at least 24” box size shall be located along the rights-of-way within the core area identified on the streetscape exhibits shall be placed in a linear fashion with each tree being planted 25-feet on center. No shrubs shall be placed between the tree line and the street in an effort to accentuate the rhythm of the trees. Trees shall be located in all landscaped medians and shall be of the same species and size at the time of planting.

The exhibit on the following pages lists the minimum number of trees that may be planted as part of the Aloravita on-site landscaping.

Location	Number of Trees
Arterial Streets	1 tree per every 25 linear feet of street frontage.
Collector and Local Streets	1 tree per every 25 linear feet of street frontage.
Retention and Usable Open Space	(1) 15 gallon tree per every 1,000 square feet of landscapable area.
Church	20% of net site area and a minimum of (1) 15 gallon tree per 400 square feet of landscapable area.
Schools	20% of net site area and a minimum of (1) 15 gallon tree per 800 square feet of landscapable area. This standard does not include playground and field areas.

¹ Mesquite trees are prohibited in all parking, pedestrian areas, and rights-of-way. Mesquite trees are reserved for wash restoration or retention basins.

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These numbers represent the number of trees on each side of the street. In the event that phasing produces half street improvements, the amount of landscaping numbers will be divided in half per lineal foot to accommodate the space.

4.14.3.3 Shrubbery. The shrubbery used in Aloravita is intended to add color and dimension to the community. Shrubbery will also be used as ground cover to prevent heat island effect and prevent soil erosion. Approved shrubbery types are as follows:

Bursage	Desert Marigold
Desert Milkweed	Golden Dyssodia
Bougainvillea	Flattop Buckwheat
Pink Fairyduster	Snakeweed
Hopseed Bush	Saguaro
Brittlebush	Compass Barrel Cactus
Morman Tea	Ocotillo
Turpentine Bush	Buckhorn Cholla
Desert Lavender	Englemanns Prickly Pea
Chuparosa	Banana Yucca
Creosote Bush	
Heavenly Cloud	
Desert Ruellia	
Jojoba	
Goldeneye	

At least 50% of the shrubs planted must be a 5 gallon size at the time of planting. A user friendly shrubbery palette will be developed for the Aloravita parks in conjunction with the Peoria Parks Division. The chart below lists the minimum number of shrubs that may be planted as part of the Aloravita on-site landscaping:

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Location	Number of <u>Shrubs</u>
Arterial Streets	5 shrubs per every 10 linear feet of street frontage.
Collector and Local Streets	5 shrubs per every 10 linear feet of street frontage.
Retention and Usable Open Space	8 (1) gallon shrubs per every 1,000 square feet of landscapable area.
Church	20% of net site area and a minimum of (5) 1 gallon shrubs per 400 square feet of landscapable area.
Schools	20% of net site area and a minimum of (5) 1 gallon shrubs per 800 square feet of landscapable area, excluding landscaped areas.

These numbers represent the number of shrubs on each side of the street. In the event that phasing produces half street improvements, the amount of landscaping numbers will be divided in half per lineal foot to accommodate the space.

4.14.3.4 Clustering. Clustering of trees and shrubbery shall be encouraged in order to accent focal points or landmarks, and to provide variety to the streetscape.

4.14.3.5 Retention Basins. Except where structures and parking lots/spaces are located or to be located, all storm water retention basins shall be landscaped. Retention basins shall have maximum side slopes of a 4:1 ratio. To prevent erosion and where possible, the slopes will be landscaped. If possible, the retention basins conform to landscaping style of the surrounding neighborhood so as not to appear out of place.

4.14.3.6 Utility Easements. Utility easement corridors shall meet the minimum landscaping requirements established in this Chapter. If the applicable utility easement corridor requires minimal to no landscaping then the area must appear as natural and untouched desert land.

4.14.3.7 Maintenance. Maintenance is the responsibility of the owner, lessee, HOA, or developer as set forth in the Master Landscaping Plans. Unless not required for survival of the landscaping, irrigation is to be provided to all landscaped areas. All landscaping installed pursuant to the Master Landscaping Plans must be maintained in a healthy, growing condition at all times. Any dead plant material must be replaced in 30 days.

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4.14.3.8 Corner Lots. To protect drivers and pedestrians no walls or other obstructions may be placed on any corner lot forming a triangle due to street right-of-way restrictions. The triangles must comply with the City of Peoria Engineering Department's Sight Visibility Triangle Detail.

4.14.3.9 Hardscape Materials. All rock, gravel, and other hardscape materials are to color match the desert surroundings to preserve a natural appearance. Appropriate hardscape materials are crushed decorative rock, river run or boulders, and decomposed granite with a variety of colors, size, and texture to provide a unified but diverse arrangement throughout Aloravita. Many colors of decomposed granite are permitted and encouraged but the use of Madison Gold or similar colored granite will be minimized. Contouring of the ground and placement of mounds and earth berms is strongly encouraged.

4.14.4 Roadway Sections. The roadways in Aloravita will be constructed within the parameters of the City's roadway standard details in effect as of the date of this PCD.

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Street Furniture, Lighting and Thematic Elements

The thematic elements in Aloravita will include furniture that will withstand the Arizona weather and add character to Aloravita. Lighting will adhere to the Dark Sky Ordinance (Ord. No. 98-114) and will provide safety at night. The furniture will provide seating areas for hikers and those engaged in other outdoor activities while the picnic furniture will provide a place to eat and relax outside promoting a healthy outdoor lifestyle. Additional park amenities Aloravita are described in Chapter 6.

4.15 Signage and Monumentation

The standards in this Section 4.13 govern the signage and monumentation permitted within Aloravita.

4.13.1 On-Site Directional Sign.

An on-site directional sign is a temporary or permanent sign used to provide directional information to residential, commercial, recreational and other amenities within the interior of Aloravita, and which satisfies each of the following:

- a. Such signs shall not exceed six (6) feet in height nor thirty-two (32) square feet in area;
- b. Four (4) such signs may be erected for Aloravita, however, the Planning Director may authorize permits for more than four (4) signs if the director determines that all of the following exists:
 - 1) Existence of additional intersections consisting of arterial and major/primary collector roadways as defined in the City's Comprehensive Master Plan.
 - 2) Need for additional identification of amenities or subdivisions within Aloravita.
 - 3) Will not negatively impact upon public health, safety and welfare.
- c. Such signs must be located within the interior of the project, a minimum of two hundred (200) feet from any perimeter street of Aloravita;
- d. Such signs shall be placed on property not within a public right-of-way or easement;
- e. Placement on property not owned by the applicant requires written permission of the property owner of record;

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- f. Permanent signs shall only identify amenities within Aloravita and may be illuminated;
- g. Temporary signs may identify individual subdivisions (such temporary signs may not be illuminated) and may be maintained for a period of three (3) years, or until all lots within the subdivision are sold, whichever occurs first; provided, however, extensions to the three (3) year time limit for t may be requested from the Planning and Zoning Commission; and
- h. Sign permit is required.

4.15.2 On-Site Subdivision Advertising.

A temporary sign used to advertise a recorded subdivision, which is located on the premises, and satisfies each of the following requirements:

- a. Such signs may be maintained for a period of three (3) years, or until all the lots in the subdivision are sold, whichever occurs first; extensions to the three (3) year time limit may be requested from the Planning and Zoning Commission;
- b. Such signs may be externally indirectly illuminated only, but shall not be located within one hundred (100) feet of any existing structure;
- c. Only one such sign shall be displayed per street frontage (perimeter), with a maximum of two (2) such signs per recorded subdivision;
- d. Total signage area for all subdivision advertising signs per recorded subdivision shall not exceed ninety-six (96) square feet; maximum height shall be sixteen (16) feet;
- e. Final design and location submitted as part of a signage package to be reviewed and approved by the Plans Review Committee;
- f. Such signs shall be in accordance with the sight distance requirements for arterial and collector streets as described in the City of Peoria Infrastructure Guidelines; and
- g. Sign permit is required.

4.15.3 Permanent Identification Sign.

A permanent identification sign is a sign that is used to identify Aloravita, and satisfies each of the following requirements:

- a. Such signs shall not exceed eight (8) feet in height nor eighty (80) square feet in area;

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- b. A maximum of eight (8) such signs may be erected within Aloravita;
- c. Such signs shall only be located on major or minor arterial streets identified in the Comprehensive Master Plan;
- d. Such signs shall be located on property which was included in the original boundaries of the Property or subdivision plat, and the person applying for any such permanent identification sign shall be responsible for furnishing documentation of the original boundary of the Property or subdivision plat;
- e. Such signs shall be placed on property not within a public right-of-way or easement;
- f. Placement on property not owned by the applicant requires written permission of the property owner of record;
- g. Such signs shall consist of Aloravita's name and/or logo only and may include such words as "A Master Planned Community", but may not identify a specific development or use within Aloravita;
- h. Such signs shall be wall mounted and shall include a landscape area equal to eight (8) square feet for each square foot of sign area;
- i. Such signs may be illuminated; and
- j. Sign permit is required.

4.15.4 Permanent Subdivision Identification Signs.

A permanent sign used to identify a recorded subdivision, and shall satisfy each of the following requirements:

- a. Such signs shall not exceed sixty-four (64) square feet in area. A sixty-four (64) square foot sign may be displayed on one or both sides of a street providing direct access to the subdivision and serving as a major entry;
- b. Such signs shall be wall mounted and shall include a landscape area equal to at least four (4) square foot for each square foot of sign area;
- c. Such signs shall not exceed six (6) feet in height if the sign is a freestanding monument sign; such signs may be located on perimeter walls higher than six (6) feet;

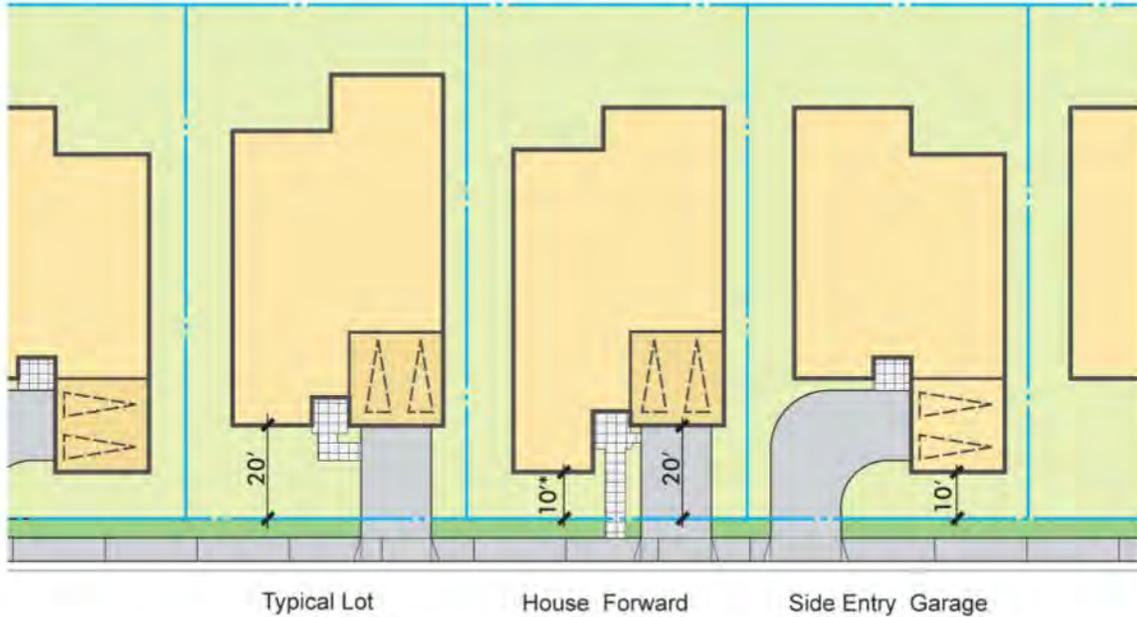
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- d. Such signs shall consist of only the name of the subdivision for which the sign is intended;
- e. Such signs shall not include any advertising copy;
- f. Such signs may be only externally illuminated, but no internal lighting allowed;
and
- g. Sign permit is required.

All signs not specifically covered in this PCD shall be covered by the Zoning Ordinance then in effect.

Typical Lot Setbacks

See Development Standards Matrix for side and rear yard setbacks.



*Setbacks will be a minimum 10' to the livable one-story elements of the home, a minimum 15' to second story pop-out architectural features of the home and balconies, and a minimum 20' to two story elements of the home.

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CHAPTER 5 DESIGN GUIDELINES

5.1 Purpose and Intent

Except for differing standards and guidelines set forth elsewhere in this PCD, the design guidelines for Aloravita are those set forth in the City's Design Review Manual, dated as of August 2008 (the "Design Guidelines"), a copy of which is attached as an exhibit to this Chapter. The Design Guidelines guide the development of the project to ensure the highest quality of development is maintained during planning, design and construction of the Aloravita neighborhoods and community. The intent is to guide our creative builder partners in ways that will ensure that both quality and consistency is achieved in the Aloravita neighborhoods. The emphasis is placed on design diversity; home type, building orientation, set-backs, massing, and architectural style. One of the most important elements in Aloravita is the design of the residential neighborhood. Great care has gone into the layout and organization of each neighborhood, emphasizing connectivity with the community, open space, and future neighbors. The design of all homes in Aloravita is expected to receive that same level of care.

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CHAPTER 6 OPEN SPACE, TRAILS SYSTEM, AND PARKS

6.1 Open Space

The community of Aloravita has a spectacular mountain and desert wash corridor backdrop. These exceptional features of the Property are protected and woven into this PCD, creating a pleasant juxtaposition between the sophisticated and refined beauty of the architecture and the rugged beauty of the natural site. The wash corridors both separate the neighborhoods and connect them together via a system of trails that traverse the entire site ultimately leading to the mountainous open space to the City. Approximately 25.6% of the Property will consist of open space (roughly 323.9 acres). Aloravita's open space exceeds all City requirements for amounts and types of open space, including the City's requirement of 9% usable open space and the current DLCO's requirement of 15% natural open space. The Open Space Plan exhibits attached at the end of this Chapter illustrate the location of open space on the Northern Parcel and the Southern Parcel.

The neighborhoods have their own programmed focal recreational areas that organize the adjacent buildings and give each place a distinctive personality and center. The focal recreational areas are the formative open space elements for their neighborhoods and include open play, and picnic areas, which are illustrated on the Parks exhibits in this Chapter. Major characteristics of the open space will include:

- Continuous Landscape Character
- Simple, bold tree palette
- Pedestrian and Bicycle Friendly
- Multi-use pathways
- Minimal roadway crossings
- Continuity of surface materials, lighting, furnishings, etc.
- Variety of Uses within the open space system
- Active and passive recreation
- Protection of natural features (natural washes)
- Public and private gathering areas
- Picnic, parks and/or other celebratory features

Aloravita Planned Community District

Public/Private Open Space Table

Public Open Space	257.6 acres
Hillside Preserve North Parcel - 114.5 acres Hillside Preserve South Parcel - 29 acres Wash/ Greenbelts North Parcel - 36.9 acres Wash/Greenbelts South Parcel - 69.2 acres Neighborhood Park South Parcel – 8.0 acres*	
Private Open Space	66.3 acres
HOA Parks North Parcel - 6.6 acres HOA Parks South Parcel – 7.6 acres Other Open Space North Parcel - 18.6 acres Other Open Space South Parcel - 14 acres Internal Open Space North Parcel – 7.0 acres Internal Open Space South Parcel - 12.5 acres	
Total Open Space	323.9 acres

Usable Open Space	193.8 acres
Usable Open Space North Parcel - 131.6 acres Usable Open Space South Parcel - 62.2 acres	

* For purposes of open space calculations, the net area of 8 acres (does not include perimeter streets) is used for the neighborhood park.

Aloravita Planned Community District

6.2 Drainage Areas and Drainage Corridors

As illustrated by each of the Drainage Plan and the Open Space Plan exhibits (included at the end of this Chapter), Aloravita has many drainage areas and corridors that naturally retain and move water from the site. The washes allow for continual natural flow that will remain uninterrupted by development of Aloravita. In circumstances where water is unable to reach the drainage channels, namely New River and Rock Springs, on site drainage will flow into retention basins that will be landscaped to diffuse erosion (as discussed in Chapter 4). Where suitable, landscaped retention basins will also be recreational park sites.

As mentioned earlier, the New River and Rock Springs washes will be left in their natural state to assist as passive drainage corridors. Throughout the site there are other unnamed washes that too will remain natural open space and act as drainage corridors. The corridors are exhibited in the Open Space Plans (included at the end of this Chapter).

6.3 Desert Washes

Aloravita has several Corps 404 jurisdictional washes. These will remain natural and act as a two part system to Aloravita's community. The desert washes will primarily act as drainage areas and remain unlandscaped and untouched to a degree feasible according to the Corps' 404 jurisdictional rules and regulations. The areas that are able to have landscaping will act as a main component of the trails system.

6.4 Trails System

The trails system in Aloravita connects the Northern Parcel and Southern Parcel allowing residents and guests to access the mountains on the Northern Parcel or access elementary schools located on the Southern Parcel. The trails system provides a beautiful environment for Aloravita residents and guests outdoor exercise and activities. The trails system will be composed of sidewalks throughout the main community and decomposed granite in areas along hillsides, washes, and throughout other open spaces. The trails system throughout Aloravita will all be public trails.

Aloravita Planned Community District

The pictures and exhibits on the following pages depict the trails system throughout Aloravita.

(Conceptual decomposed granite trail below.)



Aloravita Planned Community District



(Conceptual sidewalk throughout Aloravita and a conceptual trailhead.)



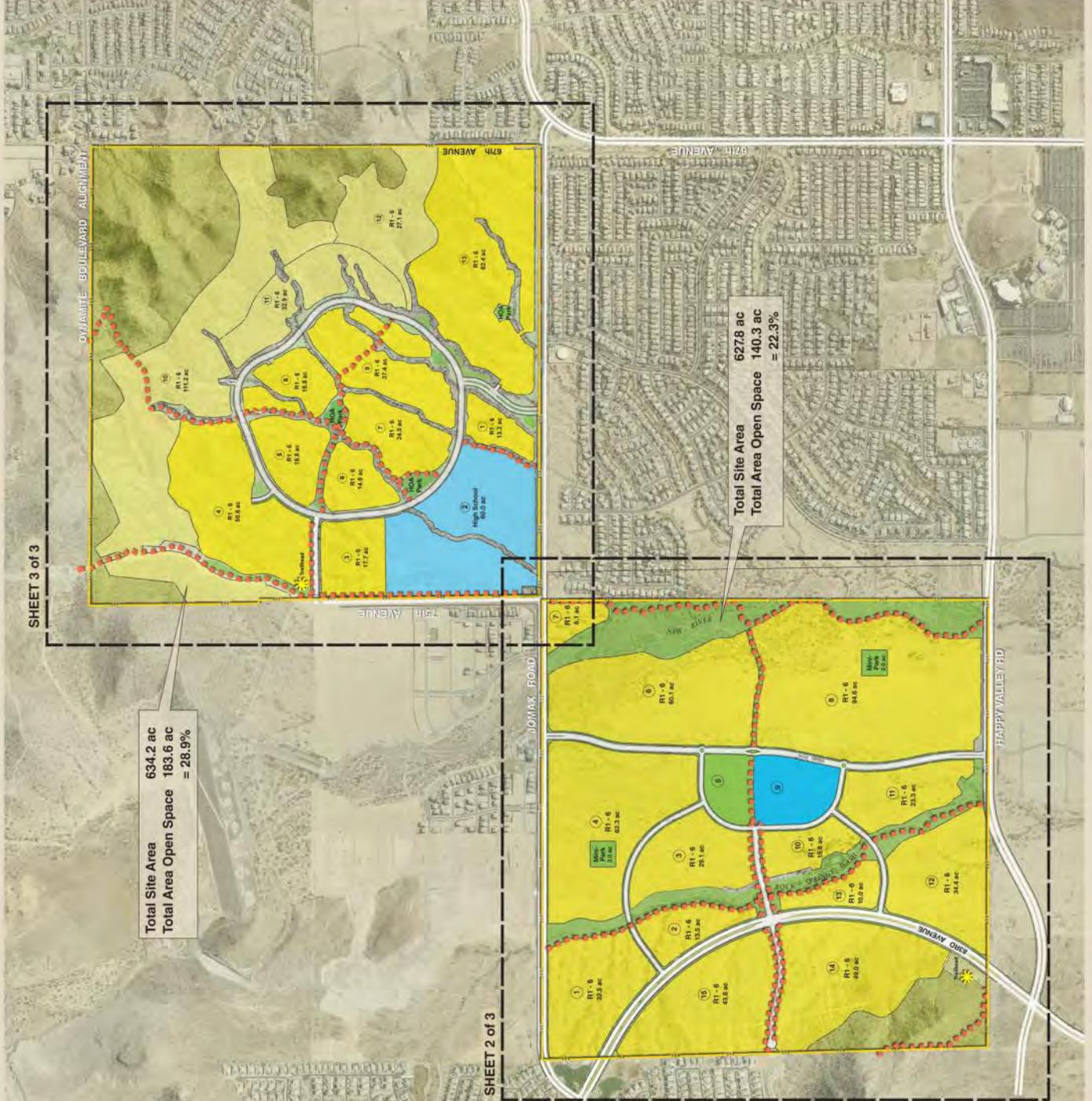
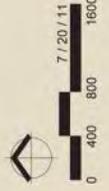
(Conceptual trailhead and trail indicator with dog-walking amenity.)

Open Space Plan



Total Project Area 1262.0 ac
Total Area Open Space 323.9 ac
Percent of Open Space 25.7 %

Public Open Space	South Area, ac	North Area, ac	Total Area, ac
Hillside Preserve (includes trailhead)	29.0	114.5	143.5
Neighborhood Park	8.0	-	8.0
Wash Areas	69.2	36.9	106.1
Subtotal	106.2	151.4	257.6
Private Open Space			
HOA Parks	7.6	6.6	14.2
Other	14.0	18.6	32.6
Internal Open Space	12.5	7.0	19.5
Subtotal	34.1	32.2	66.3
Total	140.3	183.6	323.9



Open Space Plan



LEGEND

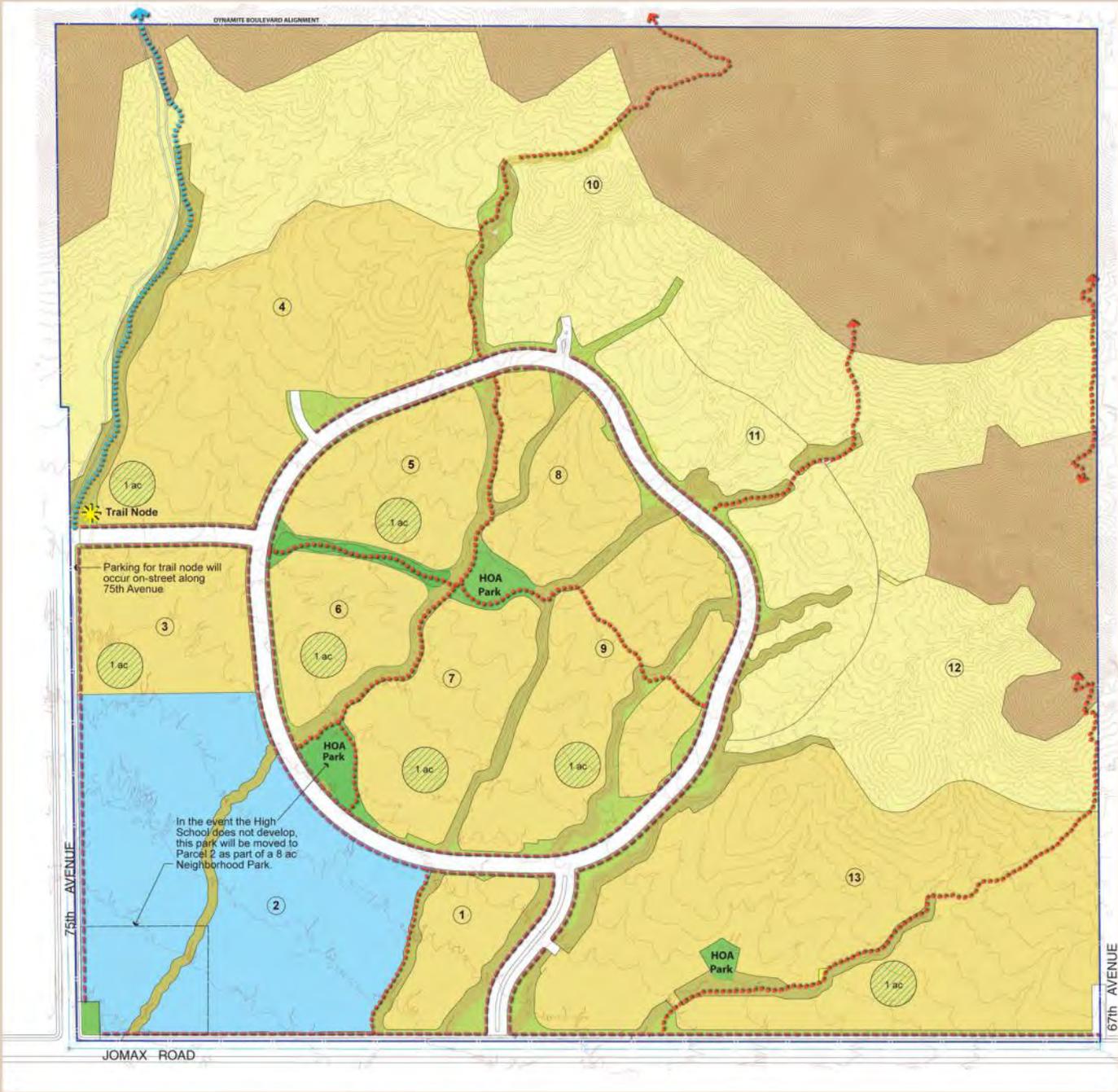
Proposed Use	Area, ac
Park	15.6
Wash	69.2
Hillside (includes trailhead)	29.0
Other	14.0
Internal Open space	12.5
Total	140.3

$$\begin{aligned} \text{Total \% O.S.} &= \frac{\text{Total Area Open Space}}{\text{Total Area Site Area}} \\ &= \frac{140.3 \text{ ac}}{627.8 \text{ ac}} = 22.3\% \end{aligned}$$

$$\begin{aligned} \text{Total \% Useable O.S.} &= \frac{\text{Total Area Useable Open Space}}{\text{Total Area Residential}} \\ &= \frac{62.2 \text{ ac}}{474.5 \text{ ac}} = 13.1\% \end{aligned}$$

NOTE: Total Useable Open Space =
 Parks + Hillside + Trailhead + Internal Open Space
 + Trail Corridors within washes
 Hillside Area and Neighborhood Park will be dedicated to City.

Open Space Plan



LEGEND

Open Space Type	Area, ac
Park	6.6
Wash / Green Belt	36.9
Hillside	114.5
Other	18.6
Internal Open space	7.0
Total	183.6

$$\begin{aligned} \text{Total \% O.S.} &= \frac{\text{Total Area Open Space}}{\text{Total Area Site Area}} \\ &= \frac{183.6 \text{ ac.}}{634.2 \text{ ac.}} = 28.9\% \end{aligned}$$

$$\begin{aligned} \text{Total \% Useable O.S.} &= \frac{\text{Total Area Useable Open Space}}{\text{Total Area Residential Area}} \\ &= \frac{131.6 \text{ ac.}}{449.1 \text{ ac.}} = 29.3\% \end{aligned}$$

NOTE: Total Useable Open Space =
Parks + Hillsides + Internal Open Space
+ Trail Corridors within washes



Trails Plan



LEGEND



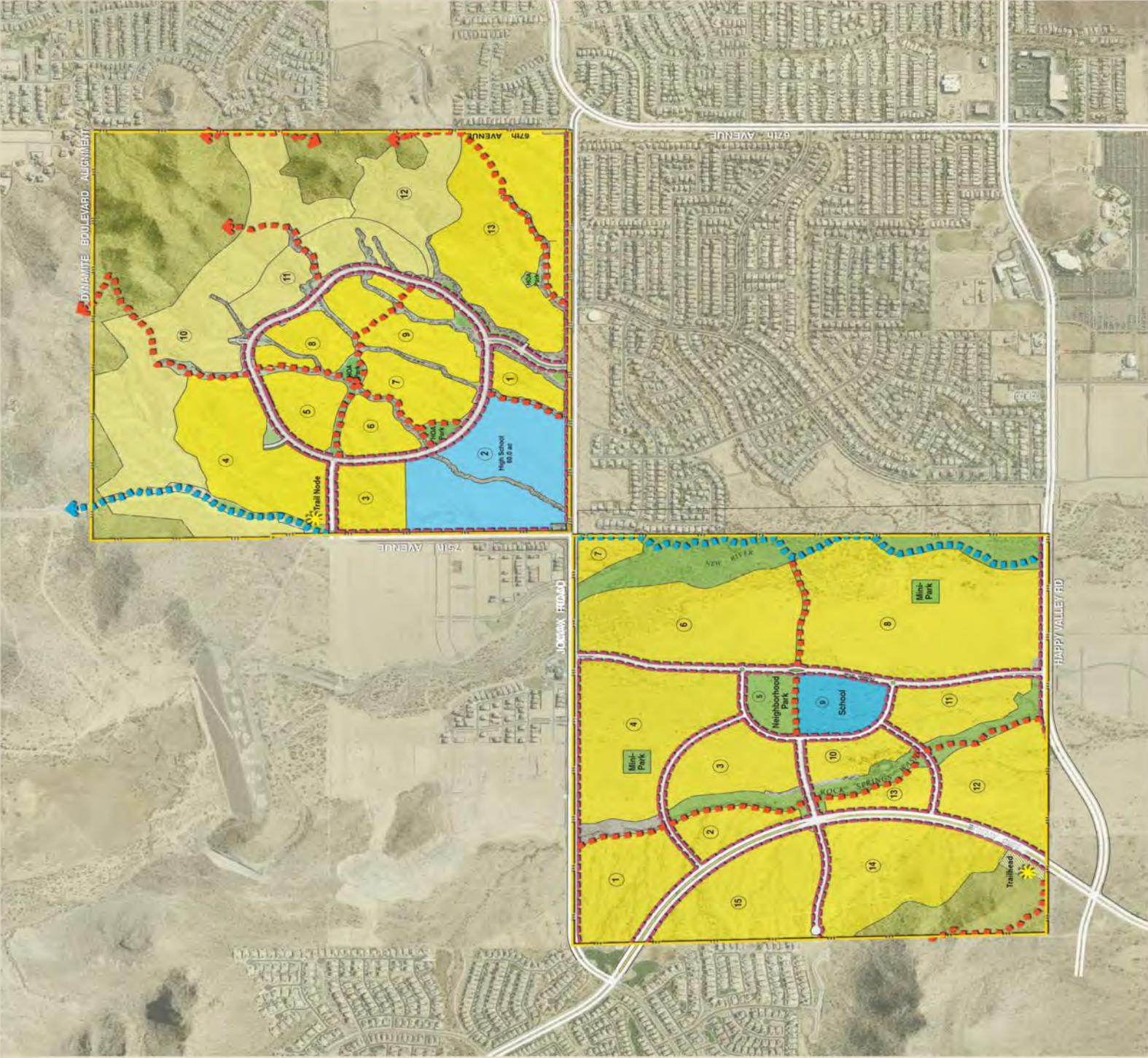
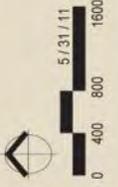
Detached Sidewalk



Decomposed Granite Trail



Easement for Regional Trail



Aloravita Planned Community District

6.5 Greenbelts

The greenbelts located throughout Aloravita will be tree lined curb-separated sidewalks with landscaping (in accordance with Chapter 4). The greenbelts are intended to provide a pleasant area to walk, ride bikes, and access the wide variety of programmed open spaces and natural areas. The greenbelts will serve to enhance the concept of the community living towards the street.

6.6 Parks

Aloravita will contain approximately 22.2 acres of park space. There will be various styles, sizes and types of parks located within Aloravita, including those described in this Chapter. Parks within Aloravita may contain certain of the following amenities: (a) tot lots, (b) basketball courts, (c) picnic tables, (d) ramadas, (e) turf areas, (f) concrete paths, (g) tennis courts, and (h) restrooms. The exact types and numbers of park amenities will be established during the preliminary platting process.

HOA Parks (approximately 1 to 2 acres in size) – centrally located park space for all Aloravita residents. Possible locations of the HOA parks are shown on the Open Space Plan at the end of this Chapter. The HOA parks are depicted on the HOA “A” Park Plan and HOA “B” Park Plan exhibits following the mini park exhibit in this Chapter.

Mini Parks (approximately 2 to 4 acres in size) – parks intended to create a central gathering place for all Aloravita residents. The mini park is depicted on the Mini Park exhibit following the City park exhibit in this Chapter.

Pocket Parks (approximately up to 1 acres in size) – small parks providing Aloravita residents outdoor recreation within their respective neighborhood. A typical pocket park is depicted on the Typical Pocket Park exhibit following the HOA “B” Park Plan exhibit in this Chapter.

Neighborhood Park (approximately 10 acres in size) – the largest park located within Aloravita, which will serve, among other things, as a gathering space for large community events. The location of the neighborhood park is shown on the Open Space Plan at the end of this Chapter. The neighborhood park is depicted on the Neighborhood Park exhibit following this Section 6.6.

Homeowners associations shall maintain all parks located in Aloravita except for the neighborhood park, which park the City shall maintain. The HOA maintained parks (HOA, Mini, and Pocket Parks) may also serve as drainage and retention areas whenever needed or as provided by the Drainage Report.

Aloravita Planned Community District

As provided in Chapter 4 of this PCD, the City's Parks and Recreation department will work with the developers for landscaping to be located within the neighborhood park. Landscaping for all other parks in Aloravita shall follow and mimic the design and function shown on the following depictions. The landscaping within the parks will conform to the City of Peoria's PROST (Parks, Recreation, Open Space, and Trails) plan to incorporate a user friendly (thornless) palette.



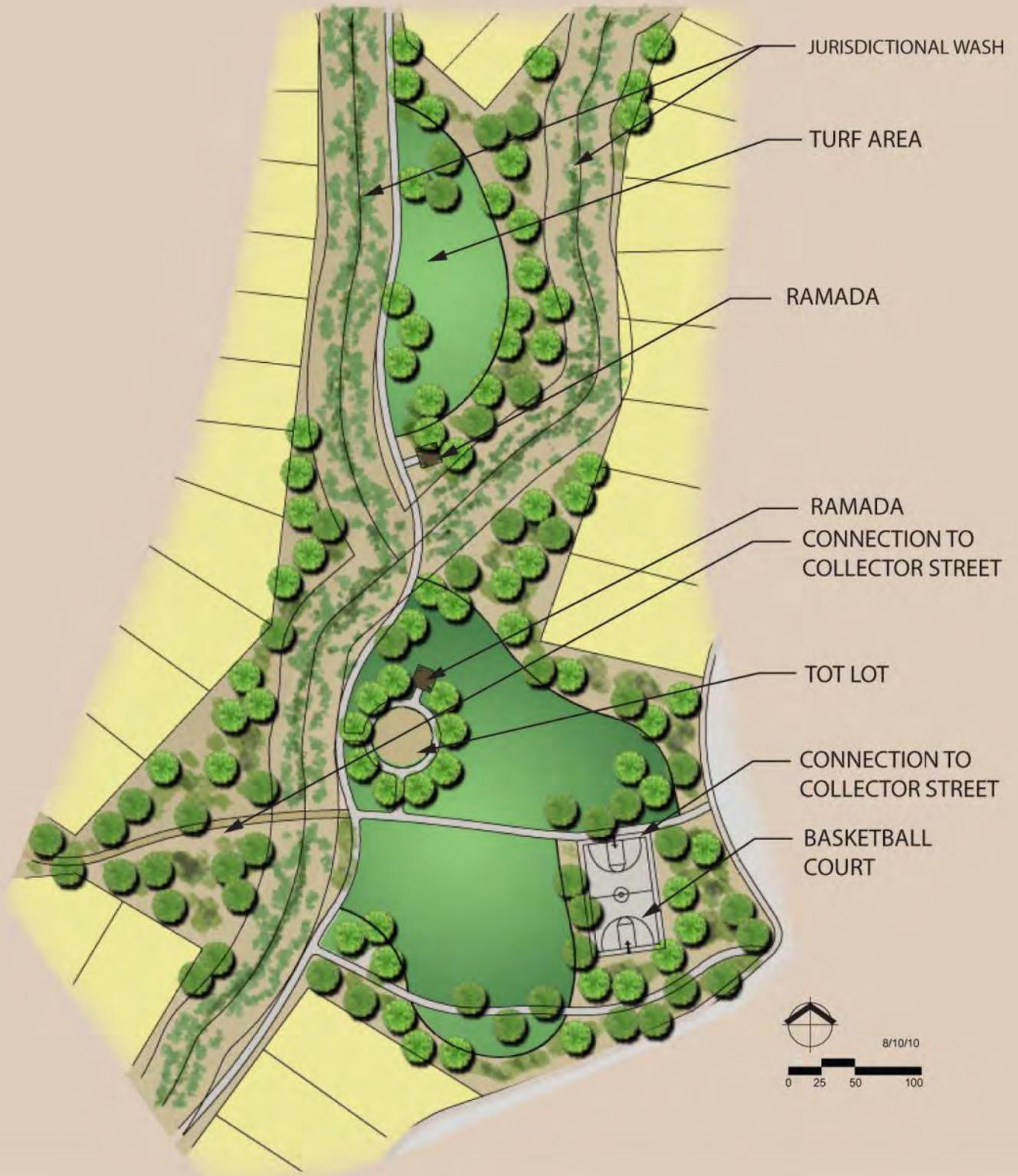
Neighborhood Park



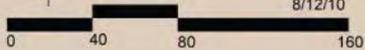
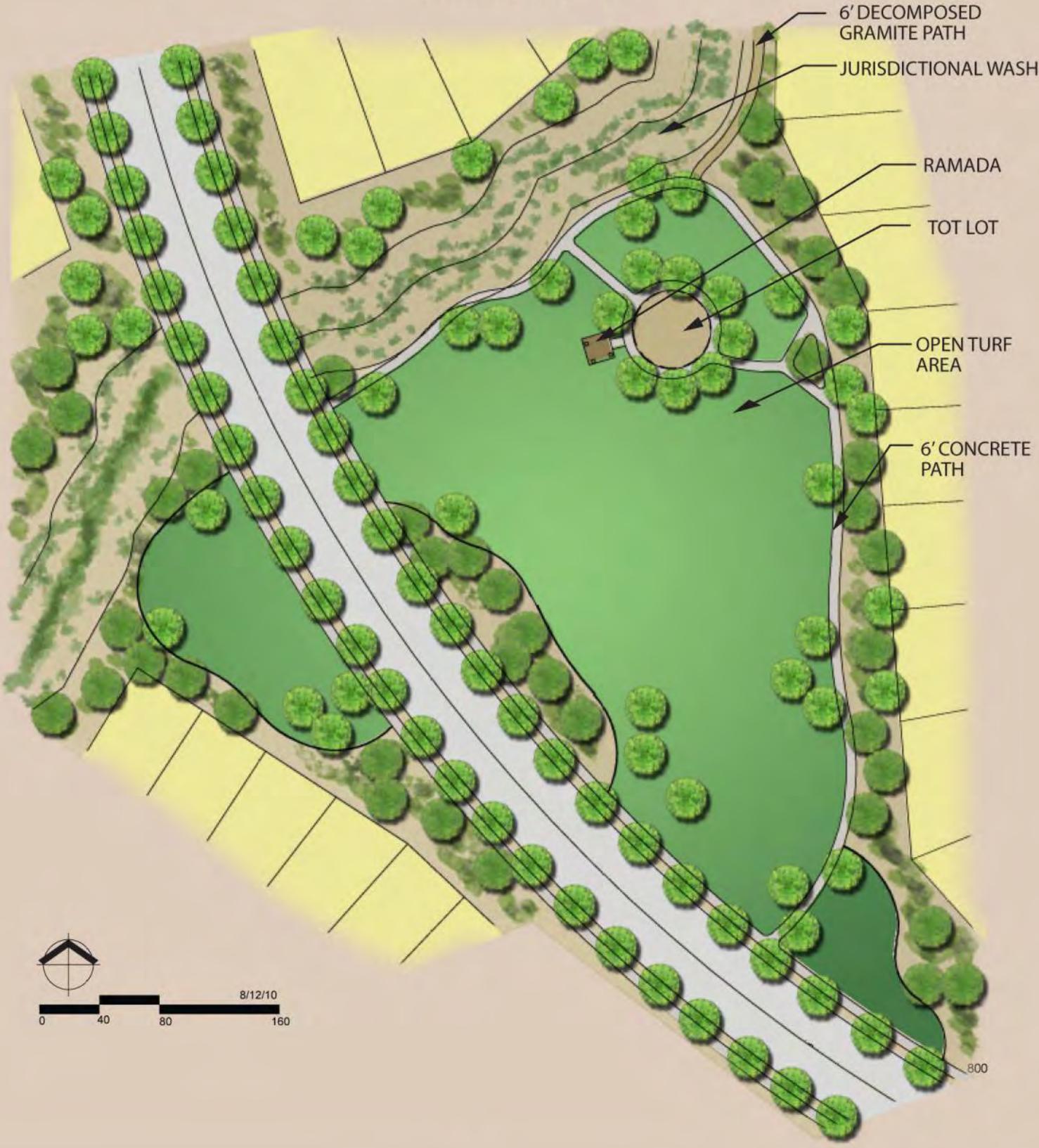
HOA Pocket Park



HOA Park "A" Plan



HOA Park "B"



8/12/10

800

HOA Pocket Park



Aloravita Planned Community District

CHAPTER 7 DESERT LANDS CONSERVATION COMPLIANCE

In accordance with the DLCO, Aloravita's design and development will, among other things, preserve sensitive environmental conditions and retain and protect meaningful desert open space. As the MCP (a copy of which will be submitted in conjunction with this PCD) explains more fully, Aloravita's design conforms to the surrounding environment and will be developed in a manner to cause minimal harm to the environment. Among the many ways that this will be achieved includes creating a trails system that follows washes and incorporating native trees and shrubbery (whether salvaged or left in place) into the landscaping.

During preliminary plat stage a complete Desert Lands Conservation Report will be submitted.

Accompanying the MCP a biological evaluation provided by SWCA Environmental Consultants will address issues regarding wildlife on the Property.

Aloravita Planned Community District

CHAPTER 8 ENGINEERING WATER AND WASTEWATER

The conceptual Master Potable Water Study and the Master Wastewater Study has been approved for this PCD. Aloravita will be constructed within Pressure Zones 4, 5 and 6. Aloravita will be served by the Pyramid Peak Water Treatment Plant which treats water from the CAP. An onsite sewer collection system will be constructed within Aloravita and will connect to the existing sewer lines located at 83rd Avenue and Happy Valley Road. Wastewater from Aloravita will convey to an existing regional wastewater treatment facility and to the existing trunk sewer that runs through Aloravita. An option for the northeastern parcel would be to construct a booster pump station fed from the 30 inch water transmission line off Pyramid Peak.

8.1 Circulation

The Southern Parcel is bordered by three arterial roadways consisting of Jomax Road to the North, Happy Valley Road to the South and 83rd Avenue to the west. The Northern Parcel has an eastern property line at 67th Avenue roadway alignment to the East, Jomax Rd. to the South, and 75th Avenue to the west. Due to its close proximity to New River, 75th Avenue will not be constructed through the Southern Parcel pursuant to the City's Master Street Plan. The roadways within Aloravita will consist of local residential streets. The City's roadway cross-sections will be used for the arterial roads. The collector and local roads will be slightly modified by the City's cross-sections to enhance the aesthetics of the community, yet remain compatible with the City's standards.

8.2 Grading and Drainage

Aloravita Development will be graded to provide storm water storage for the runoff produced by the 100-year rainfall event for the developed portions of the property. These storm water basins and drainage conveyance systems will be integrated into the development of parks and open spaces, both active and passive and the roadways of the community. Corridors for New River and Rock Springs Wash will be maintained as open spaces, retention areas and drainage.

8.3 Utilities

Aloravita will be developed to provide "dry" utility services from various utility companies. Arizona Public Service (APS) will provide electrical services, Qwest Communications will provide telephone service, Cox Communication will provide cable and telephone service, and Southwest Gas will provide natural gas. More detail is included in the Hydrology Study, Drain-

Aloravita Planned Community District

age Study, and Traffic Study prepared by Cardno WRG Engineering, which are being submitted in conjunction with this PCD.

ORDINANCE NO 2011-21

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA REZONING CERTAIN PROPERTY FROM GENERAL AGRICULTURAL (AG) TO PLANNED COMMUNITY DISTRICT (PCD); AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on August 18, 2011 in zoning case Z 08-02 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of the subject parcel as described below from General Agricultural (AG) zoning district to Planned Community District (PCD) zoning district as provided in Section 14-39 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on July 29, 2011; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

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

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby rezoned from General Agricultural (AG) zoning district to Planned Community District (PCD) zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall substantially conform to the Planned Community District (PCD) document as approved by City Council.
2. The total unit count shall not exceed 2,000 units on the southern parcel and

- 1,675 on the north parcel unless Deer Valley Unified School District elects not to exercise their option to locate a high school on the northern parcel, in which case the northern parcel unit count may increase to 1,939 units.
3. In the event that Deer Valley Unified School District elects not to exercise their option to locate a high school on the northern parcel, the Developer shall provide a minimum 8-acre public park on the 'high school' portion of the northern parcel as shown on the Land Use Plan contained in the Planned Community District (PCD) document.
 4. The applicant shall provide to the City three complete paper copies and an electronic copy of the approved Planned Community District (PCD) document in its final format within 30 days of the City Council approval.
 5. All Preliminary Plats shall be accompanied by a complete Desert Lands Conservation Report (or equivalent) at the time of submittal. Each Desert Lands Conservation Report shall be approved prior to the issuance of approval for the subject Preliminary Plat.
 6. The City Park site (southern parcel) shall be 11 acres in size when located adjacent to the elementary school site. In the event the Peoria Unified School District elects not to exercise their option to build an elementary school, the City Park site shall be no less than 15 acres in size.
 7. A Final Master Drainage Report must be submitted prior to or with any Site Plan or Preliminary Plat submittals.
 8. A Drainage Report shall be submitted with each Site Plan or Preliminary Plat.
 9. No structure shall be constructed within the limits of the FEMA designated flood plain.
 10. Any modification to the existing flood plain shall be pre-approved by FEMA through the City of Peoria.
 11. A Final Traffic Impact Study will be required for each phase of the project. The Developer shall update the report as required.
 12. All local and collector streets exceeding 1000 feet in length shall proactively incorporate traffic calming measures. Examples of traffic calming measures suitable for these streets include, but are not limited to; roundabouts, traffic circles, landscape islands, or medians, chicanes, chokers, raised intersections, speed cushions, and/or crosswalks, or other approved measures.
 13. A pedestrian and bicycle connectivity plan shall be established throughout the community to provide connectivity and to reduce walking distances, especially at the ends of cul-de-sacs and along routes to destinations such as parks, schools, and services. Where the crossings occur at collectors or arterials, the plan shall describe the type of crossing (e.g. signalized, traffic circle, four way stop, etc). The plan shall include the traffic calming measures as required above. The plan shall be reviewed and approved prior to any permits being issued as some of these measures may result in additional ROW.
 14. The Developer shall dedicate ROW along the frontage of the project on Jomax, 83rd, and Happy Valley Parkway per the City's Street Classification Map or as determined by the City Engineer to accommodate the ultimate development of

the half-street.

15. The Developer shall dedicate an additional 10-foot ROW within 500-feet of a major arterial roadway intersection.
16. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
17. The Developer shall dedicate an 8' PUE outside of the required ROW or private roadway Tract. No walls or retention shall be allowed within the PUE.
18. Prior to the first Final Plat recordation, the applicant shall obtain approval of a final phasing plan which shall include final grading, drainage, utilities, and paving plans in conjunction with a Final Drainage Report and Final TIA. The Final TIA shall address the timing of improvements to 83rd Avenue (including any proposed traffic signals), Jomax Road, and Happy Valley Parkway. These final plans and reports shall be in conformance with the approved preliminary plans and report. The Final Plat shall be submitted with the first submittal of the improvement plans. The Final Plat shall be approved prior to permits being issued for the site.
19. The Developer shall construct the half-street improvements along Jomax, 83rd, and Happy Valley.
20. The Developer shall install traffic signal interconnect conduit along the frontage of the development on all arterials. Plans for the installation of the traffic signal interconnect conduit shall be submitted as part of the improvement plans. The traffic signal interconnect shall also be shown on the paving plans.
21. It is proposed that 83rd Avenue, which is curved, will have parallel 15" sewer mains. 83rd Avenue is also along a pressure zone boundary for water main. The Developer shall provide an exhibit showing the existing sewer and existing sanitary manholes and the proposed sanitary and water main layout on 83rd at the time of preliminary plat review. The Developer shall demonstrate that proper separation distances can be achieved.
22. The Developer must submit a Preliminary Water Network Analysis and Preliminary Sewer Design Report for review with the preliminary plat submittal. The preliminary reports must be approved by the City of Peoria Public Works / Utilities Department prior to Preliminary Plat approval.
23. The Developer must complete a Final Water Network Analysis and Sewer Design Report and necessary documentation required for issuance of the "Agreement to Serve Letter" for Maricopa County. The final reports must be approved by the City of Peoria Public Works / Utilities Department prior to Final Plat approval.
24. A water sampling station in Phase 1 is required for this development. The developer must coordinate the location with the City of Peoria Public Works / Utilities Department.
25. There are 4 phases currently identified in the PCD. Updates to the individual Water Network Analysis Reports will be required for the submittal of final plans for each phase. Each phase must create a functional, looped system per City

- of Peoria standards without dependence on future phases.
26. All water usage and phases of the water design will need to adhere to the appropriate approved master plans.
 27. The Developer is required to construct a Zone 4, 16" waterline on Happy Valley Road from the stub at 83rd Avenue to the stub at the west side of New River in Phase 1. Coordinate with the design shown in the "Happy Valley Road Expansion Plans".
 28. The Developer is required to construct a Zone 4, 16" water line in pressure zone in 83rd Avenue. The waterline shall connect to the existing 16" waterline on Jomax Road to the east of the existing PRV.
 29. The existing 8" waterline west of the Jomax PRV shall be upsized to a 16" waterline.
 30. Downstream improvements, as identified in the appropriate approved master plans, required to support this development shall be designed and constructed by the Developer at the Developer's cost per all applicable City of Peoria requirements.
 31. The Developer is responsible for payment of all current repayment zones.
 32. The Developer shall submit a Noise Mitigation Study at the time of Preliminary Plat for affected parcels, to address the anticipated truck traffic on adjacent arterials at the time of preliminary plat review. All walls shall be designed in accordance with the recommendations of the noise study and the Peoria Infrastructure guide.
 33. No activities related to the development of this property, including the submittal of preliminary plats or other permitting documents, shall occur prior to the approval of a development agreement between the developer and the City of Peoria.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

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

Bob Barrett, Mayor

Date Signed

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times Pub. Dates:

Effective Date:

Exhibit A
Legal Description

ALL OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

AND

ALL OF SECTION 36 TOWNSHIP 5 NORTH, RANGE 1 EAST, OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

**Exhibit B
Parcel Map**



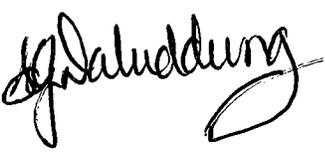
**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12R

Date Prepared: September 14, 2011

Council Meeting Date: October 18, 2011

TO: Carl Swenson, City Manager
FROM: Chris M. Jacques, AICP, Acting Planning & Community Development Director
THROUGH: Susan J. Daluddung, AICP, Deputy City Manager
SUBJECT: Aloravita Development Agreement
(XREF: Aloravita PCD rezoning – Case Z 08-02)



Purpose:

This is a request for the City Council to approve an accompanying Development Agreement between the City of Peoria and Aloravita I/II, LLC relating to the proposed Aloravita Planned Community District (Case Z 08-02).

Background/Summary:

Aloravita PCD

Aloravita is a proposed multi-phased, planned community consisting of two sections of vacant land or approximately 1,262 acres (2.0 square miles) generally located northeast and southwest of the intersection of Jomax Road and the 75th Avenue alignment. Collectively, the planned community could potentially yield up to 3,675 single-family dwelling units (or 3,939 units should the High School on the north section not be developed), a City Neighborhood Park, 1 DVUSD high school site, 1 PUSD elementary school site, several miles of public and private trails, and 323.9 acres of total open space (26% of total project area). Of the 323.9 acres of total open space, approximately 257.6 acres (80% of total open space) will be public. The public portion will consist of hillside preserves (south/north), 11-acre neighborhood park (south) and the greenbelt accompanying the regional public trail along the New River (75th Avenue alignment).

Development Agreement

The proposed Development Agreement serves as an implementation tool for the entitlement to facilitate the development plan. Essentially, it provides vested development rights, and addresses the timing, obligations and reimbursements for public resources and infrastructure. The City has worked cooperatively with the applicant on the entitlement and the terms of this Development Agreement. It is not uncommon to have a Development Agreement accompany a multi-phased, master-planned project of this size. The highlights of the proposed Development Agreement are as follows:

- **PUSD Elementary School Site (southern parcel):** The State Land Auction Certificate of Purchase (2006) provided for a seven (7) year term for the PUSD to accept a dedicated site and construct a school. In the agreement, the Owner has extended this term for an additional five (5) years – twelve (12) years from the effective date of the Certificate of Purchase. In the event that the PUSD does not exercise its right, the adjoining City Park would be enlarged from 11 to 15 acres reflecting a loss of traditional joint-use opportunities.
- **City Park (South):** Upon the issuance of the 600th Certificate of Occupancy within the southern parcel, the Developer will dedicate the park site to the City and complete construction of the park within the subsequent twelve (12) months. The Owner will receive impact fee reimbursements for the costs of the improvements plus the value of the land dedicated to the City. The reimbursement will occur at the time of dedication. However, in the event that the collected impact fees do not fully cover the costs (construction and land), then subsequent collected impact fees will be reimbursed to the Owner (to cover the full cost) as they are collected. This provision ensures that the park is a community feature within the southern parcel at an earlier point within the buildout term.
- **DVUSD High School Site (northern parcel):** One of the terms of the State Land Auction Certificate of Purchase (2006) was to reserve a 60-acre site for a seven (7) year term for the DVUSD to accept a dedicated site and construct a high school. To date, DVUSD has not expressed an interest in the site -- from a need, timing or location standpoint. Should the DVUSD not exercise its right, the Owner would dedicate 8 acres of the site to the City for an additional city park with all normal reimbursements. The park would be located in the vicinity of 75th Avenue and Jomax and would include a trail node.
- **New River Regional Trail (South/North):** The Owner is required to improve and donate or dedicate the trail within each parcel upon completion of 50% of the residential units within that parcel. The trail is intended to be concrete and will run along the New River from Happy Valley Parkway to Jomax and 1/2 mile north of Jomax. North of the 1/2 mile line, no improvements are required.

In the event that the above cannot be accomplished due to circumstances with State Land involving the transfer of ownership and permitted phasing, the Owner would provide an interim graded and compacted natural trail for public benefit within a single phase, meeting the City's width standards. The Regional Trail would be constructed (by the Owner) to its ultimate condition in phases as adjacent development occurs. Impact Fee credits would not be available until the trail is completed to its ultimate condition.

The portion of the Regional Trail north of Jomax Road would be completed with the right-of-way improvements for 75th Avenue.

- **Hillside Preserves and Public Open Space:** The Owner will be donating open space to the City generally consisting of hillside preserves (generally above 15% slope) as well as the New River Corridor. The hillside preserves are an important addition to the East Wing and West Wing preserves. The New River Corridor will contain the regional trail discussed above. The donation would occur on a parcel-by-parcel basis upon the approval of each abutting Final Plat.

Previous Actions:

There have been no prior actions on this proposed Development Agreement. However, in regards to the associated Rezoning request – Aloravita PCD (Case Z 08-02) – the Planning & Zoning Commission issued a unanimous recommendation of approval at their August 18, 2011 meeting. The Aloravita PCD rezoning and the accompanying Development Agreement will both be heard and considered together at the October 18, 2011 City Council meeting.

Options:

- A:** The Council could act to approve the proposed Development Agreement as recommended by Staff; or
- B:** The Council could decline to approve the Development Agreement. In this scenario, the staff would want to modify the Zoning Stipulations attached to the Aloravita PCD to address timing, obligations and reimbursements for public lands and infrastructure.
- C:** The Council could direct staff to attempt to renegotiate all or part of the proposed Agreement.

Staff's Recommendation:

Staff recommends the City Council approve the attached Development Agreement between the City of Peoria and Aloravita I/II, LLC pertaining to the Aloravita Planned Community Development.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City. However, as the community develops, the City would have operational costs associated with the provision and maintenance of services for public safety, water/wastewater, transportation, recreation and general governance.

Narrative:

Should the City Council take action to approve the PCD and the accompanying Development Agreement, the next step would be to begin the design process to develop the property. The Developer would need to submit Preliminary/Final Plats (subdivisions), infrastructure plans, and various permits prior to construction. The Development would need to comply with the PCD, Development Agreement and any other relevant ordinances.

Exhibit(s):

Exhibit 1: Draft Development Agreement (City of Peoria and Aloravita II, LLC)

Contact Name and Number:

Chris M. Jacques, AICP, LEED Green Associate, x7609

WHEN RECORDED RETURN TO:

City of Peoria
City Clerk's Office
8401 W. Monroe Street
Peoria, Arizona 85345

DEVELOPMENT AGREEMENT FOR ALORAVITA BY AND BETWEEN THE CITY OF PEORIA, ARIZONA AND ALORAVITA I, LLC AND ALORAVITA II, LLC

This Development Agreement (this "Agreement") is with reference to the development of the master planned community of Aloravita ("Aloravita") and is entered into as of the ____ day of _____, 2011, by and between the CITY OF PEORIA, ARIZONA, a charter Arizona municipal corporation (the "City"), and ALORAVITA I, LLC, an Arizona limited liability company and ALORAVITA II, LLC, an Arizona limited liability company (collectively, "Owner") (Owner and City are collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Owner is the owner of approximately 627.8 acres of unimproved real property (the "Southern Parcel") and approximately 634.2 acres of unimproved real property (the "Northern Parcel" and, together with the Southern Parcel, the "Property") located within the City's limits, legally described as prepared by Owner in **Exhibit "A"** attached hereto and incorporated by reference;

WHEREAS, Owner is the holder of the purchaser's interest in Certificate of Purchase Nos. 53-107996 and 53-107148 from the State of Arizona (the "State") for the Property. The State acquired its interest in the Property by grant in trust through the Arizona-New Mexico Enabling Act (the "Enabling Act") and is administered by the State Land Commissioner and the Arizona State Land Department ("ASLD") in the best interest of the State Land Trust (the "Trust") created by Article 28 of the Enabling Act. The City and Owner recognize that any actions required by the State, the Commissioner on behalf of the State and/or ASLD related to or arising out of this Agreement are subject to the terms and conditions of the Enabling Act.

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the City to enter into a development agreement with a landowner or any other person having an interest in real property located in the City;

WHEREAS, Owner desires to build a comprehensive planned community on the Property to include, among other things, residential and community uses, private and public parks, and natural open space (the "Project");

WHEREAS, Owner has submitted to the City for review and approval Chapters 1 through 8, inclusive, of the Aloravita Planned Community District, including all exhibits and attachments thereto (collectively, the “Development Plan”), in accordance with the City of Peoria Zoning Ordinance (“Zoning Ordinance”);

WHEREAS, the Parties desire to enter into this Agreement to facilitate the implementation of the Development Plan consistent with the City's General Plan (the “General Plan”) and Zoning Ordinance. Additionally, the Parties expressly acknowledge and agree that the Development Plan is consistent with the portions of the General Plan applicable to the Property on the date hereof and that there are no features of the Development Plan, including, without limitation, the intensity of development and range of land uses proposed therein, that cannot be accommodated within the scope of the General Plan;

WHEREAS, the Parties acknowledge that the ultimate development of the Property within the City is a project of such magnitude that Owner requires assurances from the City that Owner has the right to complete the development of the Property pursuant to this Agreement and the Development Plan before it will expend substantial efforts and costs in the development of the Property, and the City similarly requires assurances from Owner that development of the Property will be in accordance with the Development Plan, including the terms and conditions of this Agreement;

WHEREAS, this Agreement will facilitate the development of the Property by establishing (i) construction and development of the Property; (ii) conditions, obligations, timing, and requirements for the design, construction, and installation of the infrastructure needed to serve development on the Property; and (iii) other matters necessary for a development plan to be established with respect to the Property;

WHEREAS the Parties agree that the Development Plan is an appropriate mechanism and designation for the Property and that the Development Plan is designed to establish proper and beneficial land use designations, regulations, procedures for administration and implementation of the Development Plan and other matters related to the development of the Property in accordance with the Development Plan. Prior to its execution of this Agreement, the City has held public hearings, received public comment, and has otherwise duly considered all such matters. The City and Owner acknowledge that development of the Property pursuant to this Agreement and consistent with the Development Plan will be of benefit to the City and Owner;

WHEREAS, the Parties acknowledge that Owner’s development of the Property is a major undertaking for Owner and that the marketing, economic, and investment conditions and magnitude of the development require the development to be constructed in phases over a period of years;

WHEREAS, the City believes that the development of the Property pursuant to the Development Plan is in the best interest of the City and the health, safety, and welfare of its residents and will result in significant benefits to the City by, among other things: (i) encouraging investment in the City by a commitment to comprehensive planning that fosters more efficient utilization of public resources; (ii)

providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property; (iii) increasing tax and other revenue to the City as a result of the improvements constructed on the Property and other activities generated by the Project; (iv) creating employment through development of the Property consistent with this Agreement and the Development Plan; and (v) creating improved housing and other uses for citizens of the City;

WHEREAS, the provisions of this Agreement have been bargained for and in consideration of the undertakings of Owner set forth herein, and have been and will be relied upon by Owner by amongst other things: i) undertaking the obligations of Owner under this Agreement; ii) expending monies with respect to development of the Property; iii) conducting the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements within and benefiting the Property;

WHEREAS, the City and Owner expressly acknowledge that they will approach the infrastructure obligations being imposed upon Owner for water, sewer, roads, open space, etc. as a whole and acknowledge that Owner will be required to pay its proportionate share of the overall costs of development; and

WHEREAS, the Peoria City Council, the governing body of the City (the "City Council"), has found and determined that the development of the Property pursuant to the General Plan and the Development Plan will improve or enhance the economic welfare and quality of life of the inhabitants of the City.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the Parties hereto state, confirm, and agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. INCORPORATION OF EXHIBITS. The following documents is referred to in this Agreement and is attached hereto and made a part of this Agreement by this reference:

<u>Exhibit</u>	<u>Description</u>
A	Property Legal Description

3. CITY COUNCIL ACTION REQUIREMENT. The Parties acknowledge that, notwithstanding any language of this Agreement or any subsequent additional documents, no act, requirement, payment, or other agreed upon action to be done or performed by the City which would, under any federal, state, or city constitution, statute, charter provision, ordinance, or regulation, require formal action, approval, or concurrence by the City Council, will be required to be done or performed by the City unless and until said formal City Council action has been taken and completed. This Agreement in no way acquiesces to or obligates the City to perform a legislative act.

4. TERM AND EFFECTIVE DATE. The City grants to Owner, its successors and assigns, the right to implement development of the Project in accordance with this Agreement for a period of twenty-five years (25) years commencing on the Effective date. Upon expiration of the Term, this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the Parties. Notwithstanding anything to the contrary herein, in the event that the Project has not reached build-out 90 days prior to the expiration of the Term, the City and Owner agree that this Agreement shall be submitted to the City Council to consider approving an extension of the Term of this Agreement to a date that will allow for full build-out of the Project. The "Effective Date" of this Agreement shall be the date that it is recorded in the records of the Maricopa County, Arizona Recorder following approval by the City Council and proper execution by all necessary City officials.

5. RIGHTS RUN WITH THE LAND. The rights established under this Agreement and the Development Plan are covenants attached to and running with the Property. Upon the Effective Date of this Agreement, Owner and any successors or assigns are entitled to exercise the rights granted pursuant to this Agreement. Owner shall only be liable for performance of Owner's obligations under this Agreement during the period Owner owns the Property provided that such new owner assumes all of the obligations of Owner pursuant to this Agreement and is reasonably capable of carrying out such obligations.

6. VESTED DEVELOPMENT RIGHTS. The City and Owner agree that the rights set forth in the Development Plan shall include vested development rights (pursuant to ARS 9-500.05 and as defined by Arizona law), which vested development rights include, without limitation, Owner's right to construct the maximum number of units set forth in the Development Plan in compliance with the master engineering studies and other applicable law. Owner shall have and maintain such vested development rights during the Term without the obligation to comply with subsequent changes in zoning regulations and development standards, except as provided in Paragraph 7.3 of this Agreement.

7. DEVELOPMENT RIGHTS AND PROCESS.

7.1 Commencing on the Effective Date and through the Term and/or the term of the Development Plan (including any extensions thereof), as applicable, Owner is authorized to implement and/or utilize the land uses and types, densities and intensities and location of uses, minimum size of proposed lots and residences, rules and procedures, and any other standards of design and development as contemplated in the Development Plan and this Agreement. Owner may construct residential units with densities up to and including the maximum density specified in a particular "development unit," as such term is defined in Article 14-36-11 of the Zoning Ordinance and as depicted in the Development Plan. It is the intent of the Parties that this Agreement and the Development Plan are to replace, with respect to the Property, the existing City Zoning Ordinance and other land use ordinances, rules and regulations, and policies of the City for the Term and the term of the Development Plan (including any extensions thereof), as applicable. Should this Agreement or any provision of the Development Plan be in conflict with any code, rule, regulation, or ordinance of the City, the provisions of this Agreement and the Development Plan shall prevail; provided, however, that in the event that such a conflict is caused by an issue related to the public safety of the residents of the City, or by any code, ordinance, rule, or regulation enacted in accordance with Paragraph 7.2 of this Agreement, such code, ordinance, rule, or regulation shall prevail. Nothing in this Agreement shall be construed to limit or modify any common law rights or any other legal or equitable rights Owner or the City may assert under federal or state law.

7.2 Except as may be required under this Paragraph 7.2, or as otherwise set forth in this Agreement, the ordinances, resolutions, rules, regulations, standards, directives, conditions, permit requirements, policies or other requirements of the City applicable to the Property and the development of the Property shall be those that are existing and in force for the City as of the Effective Date. During the term of this Agreement, the Development Plan (including any extensions thereof) or after Owner's acquisition of any vested development right, the City shall not apply to the Property any ordinance, resolution, rule, regulation, standard, directive, condition, permit requirement, policy or other requirement, including without limitation any legislative or administrative land use regulation, adopted by the City or pursuant to an adopted measure that would change, alter, impair, prevent, diminish, delay or otherwise impact the development or use of the Property as set forth in this Agreement and the Development Plan except as follows: i) as specifically agreed to in writing by Owner; ii) future generally-applicable ordinances, rules, regulations, permit requirements, or other measures of the City that are necessary to alleviate legitimate threats to public health and safety, provided, however, that such ordinances, rules, regulations, permit requirements, or other measures shall be applied equally across the City or to the impacted area, shall be imposed only after public hearing and comment (except for in cases of bona fide emergencies); iii) future ordinances, resolutions, rules, regulations, standards, directive, conditions, permit requirements, policies or other requirements of the City that are enacted to comply with mandatory requirements imposed on the City by state or federal laws and regulations, court decisions, and other similar superior external authorities beyond the control of the City, provided, however, that in the event any such mandatory requirement prevents or precludes compliance with a provision of this Agreement or the

Development Plan, such provision shall be modified and applied as may be necessary to achieve reasonable compliance with such mandatory requirements; and iv) future updates of, and amendments to, existing building, plumbing, mechanical, electrical, and similar infrastructure design, construction and safety related codes adopted by the City, which updates and amendments are generated by a nationally recognized construction/safety organization or by the City, state or federal government, provided, however, that Owner shall have a reasonable time period within which to comply with such requirements. Nothing herein shall be interpreted as relieving Owner of any obligation that it may have with respect to laws and regulations enacted by the federal government or the State of Arizona.

7.3 The City and Owner agree that Owner must be able to proceed efficiently with development of the Property. Accordingly, the City agrees to timely and promptly process, approve or disapprove all applications, reviews, subdivision/platting, site plan, permitting, inspection and other design, construction, and environmental approvals, and any other development matter related to the subdivision/platting process, the site planning process, the design review process, the provision and release of assurances, the granting of building and occupancy permits and any other City processes required to develop and occupy the Property. Owner acknowledges and agrees that a timely review process assumes that Owner has submitted complete, accurate and legible material to the City. Any disapproval by the City shall set forth the items disapproved together with the reasons for such disapproval.

7.4 Owner shall have the ability to submit to the City and have reviewed and processed concurrently applications, studies, plans and any other development applications as may be needed to proceed with and complete development of the Property. Owner shall pay the filing fees, plan review fees, permit fees and building fees in effect at the time Owner submits such documents and applications to the City provided that such then-applicable fees paid by Owner shall be commensurate with the fees payable by any other developer or builder in the City.

8. INFRASTRUCTURE PLANS. Owner will submit for review and approval, additional detailed infrastructure plans as necessary and required by this Agreement, the Development Plan, and any other applicable City regulations.

9. INFRASTRUCTURE AND DESIGN STANDARDS. The infrastructure and design standards, requirements, and specifications identified in the Development Plan, including any design standards applied for by Owner and approved by the City in the future for the Property, shall be applicable to the development of the Property. To the extent the Development Plan does not identify a particular standard or specification, the City standards and specifications shall apply to the development of the Property. In the event that application of the City standard or specification would materially impact the Property, Owner and the appropriate City officials shall mutually develop standards to be approved by the City for the Property.

10. INFRASTRUCTURE CONSTRUCTION. Construction of the infrastructure shall be performed in a workmanlike manner in compliance with applicable federal, state, county, and local laws, including, but not limited to, public bidding requirements if required pursuant to any City reimbursements, a community facilities district or other public finance agreements. To the maximum extent practical, the prior dedication of easements or rights-of-way shall not affect or proscribe Owner's rights to construct infrastructure improvements nor shall it affect Owner's right to finance, construct, and/or acquire such infrastructure improvements and/or real property interests. The City shall cooperate with Owner through the abandonment procedures of any and all existing public rights-of-way not shown to be dedicated in future subdivision plats and the establishment procedures of any and all public rights-of-way. Owner and its agents shall have the right to enter, remain upon, and cross over City easements or rights-of-way to the extent reasonably necessary to design and/or construct water and sewer improvements and other improvements for the Property provided that: i) Owner's exercise of such right shall not materially impede or materially adversely affect the City's use and enjoyment of the subject property; ii) Owner complies with City's rules, policies, and procedures for easements and public rights-of-way; and iii) Owner restores such easements and rights-of-way to as good or better condition as existed prior to Owner's entry. The City shall authorize use of all City rights-of-way and easements and shall cooperate with any other regulatory entities as may be required for the purpose of provision of public infrastructure, public streets, utilities, and any other similar purposes necessary for the normal functioning and development of the Property, provided that Owner shall obtain all necessary City permits with respect to the same. In addition, the City agrees to cooperate with Owner in obtaining any necessary public rights-of-way for the Project including the possible use of the City's condemnation authority (at Owner's expense), provided other options have been exercised or Owner is unable to acquire the needed right-of-way at a market rate. Owner acknowledges the sensitivity involved with the City's use of its condemnation authority and agrees that the City may not exercise such authority until other more cooperative solutions have been exhausted.

11. INFRASTRUCTURE AND IMPROVEMENT FINANCING.

11.1 Community Facilities Districts. The Parties acknowledge that a primary purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction, and/or provision of the range of public services/infrastructure improvements necessary to serve the comprehensive planned community contemplated by the Development Plan. The City acknowledges and agrees that the services/infrastructure comprise the kinds of public services and improvements that will be in the public interest and convenience of, among others, the future residents of the Property. Upon Owner's request, the City at its sole and absolute discretion, may take such action necessary to form one or more Community Facilities Districts ("CFD") pursuant to A.R.S. §48-701 *et seq.*, and/or one or more other municipal special taxing districts as are now, or hereinafter, authorized under applicable law (and such CFD, and/or special taxing districts are interchangeably referred to herein as a "District") to provide for the planning, design, financing, re-financing, construction, acquisition, installation, conversion, and/or renovation, and/or maintenance of services/infrastructure, whether located within or outside the Property, as may be within the permitted purposes of a District under applicable law. Nothing herein shall be

construed or interpreted as a waiver or other abrogation of the City Council's legislative discretion regarding the formation of a CFD or other District.

11.2 Other Financing Methods. Upon Owner's request, the City at its sole and absolute discretion, may take such action necessary to form one or more municipal property corporations or industrial development authorities or to implement other sources of development financing for the purpose of financing all, or a portion of, the cost of construction and maintenance of any or all portion of the services/infrastructure, including, without limitation, water, sewer, drainage, bridge, roadway, flood control and recreational improvements, and whether or not the construction of such improvements is the responsibility of the Owners or any District formed pursuant hereto.

12. ELEMENTARY SCHOOL EXTENSION. Pursuant to the terms of the Certificate of Purchase for the Southern Parcel, the school district shall have seven (7) years from the effective date of the Certificate of Purchase to accept a dedicated site on the Southern Parcel and construct an elementary school thereon. Owner and the City hereby agree to extend such period for an additional five (5) years from the expiration of the original seven-year term. In the event that the school district has not accepted the site and constructed an elementary school thereon within the foregoing time period then Owner shall have no further obligations to provide the elementary school site; however, in such an event the adjacent City Park (defined herein) site shall be expanded from 11 acres to 15 acres.

13. COMPLIANCE CERTIFICATE. Either Party may request of the other Party, and the requested Party shall, within twenty-one (21) calendar days, respond and certify by written instrument to the requesting Party that (a) this Agreement and the Development Plan are unmodified and in full force and effect, or if there have been modifications, that they are in full force and effect as modified, stating the nature and date of such modification; (b) the existence of a Default (as defined below) under this Agreement and the scope and nature of the Default; (c) the existence of any counterclaims which the requested Party has against the other Party; and (d) any other matters that may reasonably be requested in connection with the development of the Property or any material aspect of this Agreement or the Development Plan.

14. WAIVER OF CLAIMS PURSUANT TO A.R.S. § 12-1131, ET SEQ. (PROPOSITION 207). Owner agrees and understands that the City is entering into this Agreement in good faith and with the understanding that, if it acts consistently with the terms and conditions herein, it will not be subject to a claim for diminished value of the Property from Owner. Owner agrees and consents to all the conditions imposed by this Agreement, the Zoning Ordinance, and the Development Plan, and by signing this Agreement waives any and all claims, suits, damages compensation, and causes of action Owner may have now or in the future under the provisions of A.R.S. Sections 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting from development of the Property consistent with this Agreement, the Zoning Ordinance, and the Development Plan or from any "land use law" (as such term is defined in the aforementioned statute sections and the Peoria City Code) permitted by this Agreement to be enacted, adopted, or

applied by the City now or hereafter. Owner agrees to execute the City's standard Proposition 207 Waiver document prior to submission of this Agreement and the Development Plan to the Planning and Zoning Commission and the City Council for consideration and possible approval.

15. COMPLETION OF CONSTRUCTION. If any permit has been issued before the expiration of the Term (or any extension thereof), the rights accruing under this Agreement and the Development Plan shall remain valid until such permit expires. Upon expiration of the Term, all principal structures for which footings or foundations have been constructed may be completed in accordance with the terms of this Agreement and the Development Plan. Upon expiration of the Term, development of the Property may continue based on valid building permits issued in accordance with the standards in effect at that time. Any unexpired permit issued for the Property shall not expire nor shall it be revoked merely because the Term has expired.

16. LOT SALE. It is the intention of the Parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this Paragraph when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement, or recording by or between the Parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this Paragraph, "lot" shall be any lot upon which a home has been completely constructed that is contained in a recorded subdivision plat that has been approved by the City.

17. APPLICABILITY OF RESTRICTION ON BUILDING PERMITS OR OTHER NECESSARY APPROVALS. The City will not unreasonably restrict the availability of building permits or other applicable permits or approvals necessary to allow construction of improvements contemplated and permitted under the Development Plan (provided Owner adheres to the City's applicable ordinances, rules, regulations and requirements). Except as required by federal or state law, the City hereby covenants not to enact any moratorium affecting the Property pursuant to A.R.S. § 9-463.06 or other applicable law or statute.

18. POLICE POWER; TAXING POWER. The City will not impose or enact any additional conditions, exactions, dedications, regulations or any other requirement through exercise of either the police power or the taxing power related to the development of the Property except: (1) as have been expressly agreed to by the Parties in this Agreement, or (2) except those of general application to similarly situated properties within the City that are not in conflict with or otherwise prohibited by the provisions of this Agreement.

19. PARKS, OPEN SPACE AND TRAILS.

19.1 Community and Neighborhood Parks. The Parties acknowledge that pursuant to the General Plan, the City has established a policy expectation for acreage for Community Parks and Neighborhood Parks (as those terms

are defined in the City's General Plan). All park improvements constructed within Aloravita for parks dedicated or to be dedicated to the City must comply with the City's park standards, policies and requirements. Owner may utilize park sites, including the City Park and Additional Park, within Aloravita for detention/retention facilities pursuant to (or based on) plans approved by the City or as set forth in this Agreement; however, the value of land used for retention within the City Park and Additional Park (defined herein) shall not be included in the total amount eligible for reimbursement against the Neighborhood Parks impact fee, subject further to the provisions contained in Paragraph 22. No more than 60% of the land dedicated for the City Park and Additional Park may be used for retention.

19.2 City Park. Approximately 11 acres (or 15 acres if increased in accordance with Paragraph 15) located within the Southern Parcel shall be a City park (the "City Park"). The City Park shall be maintained by the City. When the six hundredth (600th) certificate of occupancy is issued within the Southern Parcel, Owner will dedicate the City Park site to the City and within the subsequent 12 months (following dedication), Owner will complete the construction of the City Park improvements as such improvements are described in the Development Plan and in accordance with City approved City Park improvement plans. Owner shall be reimbursed for the cost of such improvements plus the value of the land dedicated to the City for the City Park pursuant to Paragraph 22 of this Agreement. All impact fees associated with park development in this Paragraph shall be reimbursed at the time of dedication. In the event that these impact fees do not fully cover the cost of the City Park land acquisition costs and the costs of improvements, then additional impact fees shall be reimbursed to cover such costs as they are collected. The Owner will be entitled to reimbursement by the City on a first in time, first in payment basis as such pertains to any collected Neighborhood Park impact fees, and the City agrees to retain all Neighborhood Park impact fees collected within the Property for the City Park. Should the City agree to the formation of a CFD at Owner's request to finance the improvement costs for the City Park, then the terms of the CFD shall supersede this Subparagraph 19.2. All references to impact fees in this Subparagraph 19.2 are subject to the provisions contained in Paragraph 22.

19.1 HOA Parks. Owner will convey to the applicable homeowners association various sites (as set forth in the Development Plan) within both the Northern Parcel and the Southern Parcel for smaller neighborhood parks (the "HOA Parks"). The HOA Parks will be maintained by the applicable homeowners association.

19.2 High School Site. The Development Plan includes a proposed high school to be located on the Northern Parcel (the "High School Site"). In the event that the Deer Valley School District does not develop the High School Site as a high school, Owner will offer to dedicate a maximum of 8 acres of the High School Site to the City for an additional City park (the "Additional Park"). The Additional Park shall be located in the vicinity of Jomax Road and the 75th Ave. alignment. The Additional Park shall qualify as a Neighborhood Park and the costs associated with the improving the Additional Park as well as the value of the land dedicated for the Additional Park (less the acreage used for retention) shall be eligible for reimbursement against the Neighborhood Parks impact fee, subject to the provisions contained in

Paragraph 22. Additionally, the Additional Park will replace the two HOA Parks illustrated within the ring road (as depicted in the Development Plan) to be constructed on the Northern Parcel and Owner will have no obligation to convey such sites to the applicable homeowners association. In the event that the City develops the Additional Park, up to 5 acres of the Additional Park site may be used for retention purposes. In addition, the Northern Parcel trail node shall be moved to the Additional Park site.

19.3 Trails. Owner will either donate or dedicate all land required and complete the improvements for the regional trail generally located along the New River wash through the Southern Parcel and along the 75th Avenue alignment through the Northern Parcel (the "Regional Trail") to the City. The Regional Trail shall be maintained by the City. Owner will donate or dedicate the Regional Trail through the Southern Parcel at the time that at least 50% of the residential homes to be constructed on the Southern Parcel are constructed. Owner will donate or dedicate the Regional Trail through the Northern Parcel at the time that at least 50% of the residential homes to be constructed on the Northern Parcel are constructed. If Owner chooses to characterize the donation of the Regional Trail land as a noncash charitable contribution for purposes of Federal income tax laws, City agrees to work with Owner and provide any documentation necessary for Owner to apply for a tax credit for the value of the Regional Trail donated to the City. Promptly following Owner's donation or dedication of either or both of the southern portion of the Regional Trail or the northern portion of the Regional Trail to the City, the Owner will diligently pursue to completion the construction of the Regional Trail improvements within the portion dedicated as such improvements are described in the Development Plan and in accordance with City approved Regional Trail improvement plans and the City's Parks, Recreation, Open Space, and Trails Plan. Alternatively, in the event the foregoing cannot be accomplished due to conditions beyond the Owner's control involving the transfer of ownership and permitted phasing as approved by Arizona State Land Department, the City will accept an interim graded and compacted natural trail that meets the City's minimum width standards. Such alternative trail shall be for public benefit and access, shall span the entire distance from Happy Valley Road to Jomax Road in a single phase, and shall not be eligible for impact fee credits or other reimbursement until the Regional Trail has been completed in its ultimate condition. In this alternative, the Regional Trail shall be constructed to its ultimate condition in phases associated with adjacent development, and the costs for such ultimate improvements shall be eligible for Trail impact fee credits up to the modeled value. All references to impact fees in this Subparagraph 19.3 are subject to the provisions contained in Paragraph 22. The Regional Trail improvements for the half-mile north of Jomax Road will be in the form of an extended sidewalk placed along 75th Avenue in a manner that is consistent with the City's Infrastructure Guidelines, Zoning Ordinance, and Design Review Manual. Such improvements for the section of the Regional Trail north of Jomax Road shall be completed with the right-of-way improvements for 75th Avenue. The Regional Trail improvements include a complete concrete trail from Happy Valley Road to Jomax Road and from Jomax Road to one-half mile north adjacent to 75th Ave. For the area from one-half mile north of Jomax Road to the north section line, no improvements by Owner are required.

20. SEWER AND WATER.

20.1 Sewer. The City agrees to provide sufficient waste water treatment services for the Property based on the total number of units contemplated by the Development Plan.

20.2 Water. The City agrees to provide sufficient water supply to the Property based on the number of units contemplated by the Development Plan.

21. TRANSPORTATION.

21.1 Improvements. Owner shall not be required to construct any public transportation infrastructure facilities except for those public transportation infrastructure facilities construction obligations of Owner as set forth in the approved master studies.

21.2 Acquisition of Rights-of-Way from Private Property Owners. Owner will use commercially reasonable efforts to acquire from private property owners, any and all necessary rights-of-way for off-site transportation improvements. If Owner is unable to acquire such right-of-way from private property owners within a commercially reasonable time period, then the City will exercise its power of condemnation to the full extent permitted by law to acquire such right-of-way. The City will exercise its power of condemnation after receipt by the City of (1) notice from Owner of Owner's inability to acquire the right-of-way pursuant to this Paragraph, and (2) all other necessary documents (e.g. satisfactory environmental, reports, appraisals, etc.) for condemnation. In the event the City exercises its power of condemnation pursuant to this Paragraph, Owner will be responsible for all costs of condemnation, including but not limited to reasonable attorneys fees.

21.3 Acquisition of Rights-of-Way from Public Property Owners. Owner will use commercially reasonable efforts to acquire from public property owners, including but not limited to the ASLD, the Central Arizona Water Conservation District and the United States, any and all necessary rights-of-way and easements for offsite transportation improvements. The City will cooperate with such efforts, including but not limited to serving as an applicant or co-applicant on necessary governmental applications. Owner will be responsible for all costs associated with acquiring right-of-way and easements from public property owners.

22. CITY REIMBURSEMENTS; CREDITS AGAINST FEES. Some of the improvements which Owner is being required to install and/or pay for are or may be included within the improvements to be funded by various City impact, development, resource, and/or expansion fees (referred to collectively as "Impact Fees"). Subject to the sole discretion of the City, the City may assess one or more Impact Fees for those necessary public services authorized in A.R.S. § 9-463.05. Pursuant to the law as it is in effect at the adoption of this Agreement, the basis for calculating an Impact Fee is an Infrastructure Improvement Plan ("IIP"). The law currently states that only those improvements included in the IIP are eligible for Impact Fee credits. If the City decides to assess an Impact Fee, the Owner will be eligible for reimbursements or offsets of the

Impact Fee for dedications of public infrastructure or components of public infrastructure based on the modeled values used to develop the Impact Fee. However, if the City decides not to impose a category or component of an Impact Fee for general applicability throughout the City, then the Owner no longer will be eligible for reimbursements for any related infrastructure.

22.1 Owner's Right to Receive Reimbursement from Impact Fees. Subject to State law and applicable provisions in this Agreement, the City hereby expressly agrees that Owner (or any permitted assignee of Owner) will have the right to receive reimbursement from Impact Fees collected or a waiver against having to pay Impact Fees assessed by the City for improvements made by Owner and the value of the land dedicated for such improvements. The Parties acknowledge that changes in State law adopted in 2011 require the City to amend its impact fee provisions. Any reimbursements of impact fees under this Agreement must comply with the new statute and the City's amended provisions, which currently are found in City Code §20-53 and tables referenced therein. With regard to the City Park and the Additional Park, in the event the Neighborhood Park impact fees generated within the Property are not sufficient to reimburse Owner all of Owner's costs associated with improving the City Park and the Additional Park, including the value of the land dedicated for such parks (excluding the value of the land used for retention purposes), then the City agrees to also use Neighborhood Park impact fees collected from adjacent projects (without Neighborhood Parks) to reimburse Owner. If the City adopts any new Impact Fee categories after the date of this Agreement, the City agrees that Owner will be reimbursed for any costs incurred by Owner for any capital infrastructure included within any new Impact Fee categories, including the value of the underlying land (if included in the fee).

22.2 City's Obligation to Reimburse Owner for Benefited Off-Site Properties. The Parties agree that some of the transportation improvements, which Owner will install and/or pay for, will benefit properties other than the Property ("Off-Site Properties"). Consistent with Peoria City Code § 23-35, the City agrees to help facilitate a request from Owner to enter into a reimbursement agreement to collect reimbursement amounts from the developers and owners of Off-Site Properties specifically benefited by such transportation improvements..

22.3 City Obligation to Reimburse Owner for Dedication of Open Space. Owner will donate, at no cost to the City, open space within the Property to the City (the "Open Space"). The Open Space shall consist of those areas generally depicted and identified in the Development Plan as "hillside preserve", consisting of approximately 140 acres, as well as the area depicted as the "New River corridor". Owner will donate the Open Space on a parcel-by-parcel basis at the time of approval of each final plat for the particular subdivisions containing the Open Space tracts. The value of the donated Open Space is not eligible for reimbursement against the Open Space impact fee; however, if Owner chooses to characterize the dedication of the Open Space as a noncash charitable contribution for purposes of Federal income tax laws, City agrees to work with Owner and provide any documentation necessary for Owner to apply for a tax credit for the value of the Open Space donated to the City

22.4 Reimbursement Mechanism. The Parties agree to put in place an accounting system to track the amount of Impact Fee reimbursements that the City owes to Owner or other applicable entity pursuant to this Agreement. If the amount of applicable Impact Fees collected from development within the Property at the time the City is obligated to reimburse Owner for infrastructure improvement costs incurred pursuant to this Agreement is inadequate to cover the reimbursement amount due Owner, then the amount collected to date shall be paid to Owner. In such case, then every six months thereafter, the City will remit to Owner the amount of applicable Impacts Fees collected within the Property during the preceding six months, until such time as Owner has been fully reimbursed. This delay in or extinguishment of payment will be made without interest, penalty, or other compensation to Owner or any other person.

23. ASSIGNMENT AND ASSUMPTION. The rights and obligations of Owner under this Agreement may be transferred or assigned, in whole or in part, by written instrument, to any subsequent owner of all or any portion of the Property with the prior written consent of the City with such consent not to be unreasonably withheld. Upon the written assumption of any of Owner's obligations under this Agreement by any person or entity that succeeds to Owner's ownership of all or any portion of the Property, Owner will be released of all obligations assumed, but only if a copy of such assumption agreement is delivered to the City and recorded in the official records of Maricopa County, Arizona.

24. SUCCESSORS AND ASSIGNS. The burdens and benefits of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. A future owner of any interest in a portion of the Property will be deemed a successor-in-interest to Owner, and such owner will not be deemed a third-party beneficiary respecting the zoning classification and approvals relating to any other portion of the Property, which zoning classification and approvals may be amended by the action of the City and the owner of the portion of the Property for which such zoning change is sought in accordance with and subject to the limitations of Paragraph 7 of this Agreement.

25. RELATIONSHIP OF THE PARTIES. It is acknowledged and understood that the contractual relationship between the Parties is undertaken pursuant to the authorization contained in A.R.S. § 9-500.05 and nothing contained in this Agreement will create any partnership, joint venture or agency relationship between the City and Owner. No term or provision of this Agreement is intended to, or will, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation will have any right or cause of action hereunder, whether as a third-party beneficiary or otherwise.

26. GUIDING PRINCIPLES. Because of the size and physical characteristics of the Property, the Parties recognize that planning and development activities for the Property will extend over many years. Many of the requirements and procedures provided for in this Agreement and in the Development Plan contemplate that use of the Property in the future will be subject, in many ways, to procedures,

requirements, regulations and ordinances not presently in effect as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was approved and this Agreement is being executed. Consequently, the Parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law.

27. AMENDMENT OR CANCELLATION OF THE AGREEMENT. This Agreement may be amended or cancelled, in whole or in part and with respect to all or any portion of the Property, with the mutual written consent of the Parties hereto. Within ten (10) days after any such amendment or cancellation of this Agreement, the amendment or cancellation will be recorded by the City in the Official Records of Maricopa County, Arizona.

28. COOPERATION AND DISPUTE RESOLUTION.

28.1 To further the cooperation of the Parties in implementing this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various Departments and Owner. The initial representative for the City shall be the Community Development Director/Planning Manager (the "City Representative") and the initial representative for Owner shall be its Project Manager, as identified by Owner from time to time (the "Development Representative"). The representatives shall be available at all reasonable times to discuss the review the performance of the Parties to this Agreement and the development of the Property.

28.2 The City acknowledges and agrees that is desirable for Owner to proceed rapidly with the implementation of this Agreement and the development of the Property. Accordingly, the Parties agree that if at any time Owner believes an impasse has been reached with City staff on any issue affecting the Property, Owner shall have the right to immediately appeal to the City Representative for an expedited decision pursuant to this Paragraph. If the issue on which an impasse is reached is an issue where a final decision can be reached by City staff, the City Representative shall give Owner a final administrative decision within seven (7) business days after Owner's request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires action by the City Council, the City Representative shall request a City Council hearing on the issue to take place within thirty (30) days after Owner's request for an expedited decision; provided, however, that if the issue is appropriate for the City's Planning and Zoning Commission, the matter shall be submitted to the Planning and Zoning Commission within thirty (30) days, and then to the City Council at its first meeting following the Planning and Zoning Commission hearing and the applicable public notice period, subject to the availability of the City Council and/or Planning and Zoning Commission and subject to all legal notice requirements. Both the City and Owner agree to continue to use reasonable good faith efforts to resolve any impasse pending such expedited decision.

28.3 If there is a dispute hereunder which the Parties cannot resolve between themselves within the timeframe set forth in Paragraph 28.2 above, the Parties agree that there shall be a ninety (90) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by either submitting the unresolved issue for decision by one of the City's neutral Hearing Officers or attempting to settle the dispute by non-binding mediation before commencement of litigation. If the Hearing Officer option is chosen, the Hearing Officer shall be chosen within ten (10) business days, and the hearing conducted within twenty (20) business days from the date of the appointment. The Hearing Officer shall render a decision within ten (10) business days of the conclusion of the hearing, which decision shall be non-binding. The Parties shall evenly divide and pay the fee of the Hearing Officer. If the mediation option is chosen, the mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association but shall not be under the administration of the AAA unless agreed to by the Parties in writing, in which case all administrative fees shall be divided evenly between the City and Owner. The matter in dispute shall be submitted to a mediator mutually selected by Owner and the City. If the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the City and Owner shall request that the Presiding Judge of the Superior Court in and for the County of Maricopa, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years experience in mediating or arbitrating disputes relating to commercial property or business. The cost of any such mediation shall be divided equally between the City and Owner. The decision by the Hearing Officer or the results of the mediation shall be non-binding with either Party free to initiate litigation upon conclusion of the latter of the decision or of the ninety (90) day moratorium on litigation.

29. NOTICES.

29.1 Manner of Service. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith ("Notices") will be validly given, filed, made, delivered or served if in writing and delivered personally or by electronic mail with the original notice also sent by registered or certified United States Postal Service Mail, return receipt requested, postage prepaid to:

If to the City: City of Peoria
City Manager's Office
8401 West Monroe Street
Peoria, Arizona 85345
city.manager@peoriaaz.gov

With a copy to: City of Peoria
City Attorney's Office
8401 West Monroe Street
Peoria, Arizona 85345
city.attorney@peoriaaz.gov

If to Owner: Aloravita I, LLC and
Aloravita II, LLC
27417 86th Place
Peoria, Arizona 85383
Attention: David S. Allsop
dsallsop@yahoo.com

With a copy to: Beus Gilbert PLLC
4800 N. Scottsdale Road, Suite 6000
Scottsdale, Arizona 85251
Attention: Paul Gilbert
pgilbert@beusgilbert.com

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address Notice will be given at least ten (10) days before the date on which the change is to become effective.

29.2 Mailing Effective. Notices, given by mail, will be deemed delivered seventy-two (72) hours following deposit in the U.S. Postal Service, in the manner set forth above.

30. EVENTS OF DEFAULT; CURE; REMEDIES

30.1 Breach. Subject to extensions of time approved by mutual consent in writing, the failure or delay by either Party to perform any term of provision of this Agreement shall constitute a breach of this Agreement. In the event of alleged breach of any terms or conditions of this Agreement, the Party alleging such breach shall give the other Party notice in writing specifying the nature of the breach and the manner in which said breach or default may be satisfactorily cured, and the party in breach shall have thirty (30) days following such notice (the "Cure Period"), to cure such breach, except that in the event of a breach of an obligation to make a payment, the Party in breach shall have fifteen (15) days to cure the breach. If the breach is of a type that cannot be cured within thirty (30) days, the breaching Party shall, within a thirty (30) day period following notice of the non-breaching Party, notify the non-breaching Party of the time it will take to cure such breach (the "Extended Cure Period"), commence to cure such breach, and be proceeding diligently to cure such breach. The Extended Cure Period shall in no event exceed one (1) year, unless otherwise agreed by the Parties. During the Cure Period or Extended Cure Period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings; but the City's right to refuse to issue a permit or development approval within the Property shall not be limited by this provision. The failure of any Party to give notice of any breach shall not be deemed to be a waiver of that Party's right to allege any other breach at any other time.

30.2 Default. If the breaching Party has not cured its breach within the Cure Period or the Extended Cure Period, the breaching Party shall be in default ("Default"), and the non-breaching Party, at its option, may suspend its performance of its obligations under this Agreement, terminate this Agreement, institute

legal proceedings pursuant to this Agreement, and shall have such remedies as are set forth in Paragraph 31 of this Agreement.

31. Remedies.

31.1 Specific Performance by City. The City and Owner agree that in the event of Default by the City, the only remedy for Owner shall be specific performance of this Agreement. Owner may not seek or be awarded any type of money damages against the City. However, if Owner is the prevailing Party in an action for specific performance initiated by it to enforce this Agreement following a Default by the City, Owner may seek recovery of and be awarded its reasonable attorneys' fees incurred and costs of litigation.

31.2 City Remedies. The City and Owner agree that in the event of Default by Owner the City shall have the following remedies, in its sole discretion: (a) terminate this Agreement after providing Owner with certified mail notification and scheduling a public hearing before the City Council to either terminate, continue, or modify this Agreement; (b) refuse to issue any permits or other approvals that would otherwise be required to be issued under this Agreement; (c) seek specific performance by Owner; (d) seek recovery of money damages from Owner; or (e) pursue any other available legal or equitable remedies. If the City is the prevailing Party in any action initiated by it under this Paragraph to enforce this Agreement following a Default by Owner, the City may seek recovery of and be awarded its reasonable attorneys' fees incurred and costs of litigation.

32. Force Majeure; Extension of Times for Performance. No Party hereto shall be deemed to be in breach or default of its obligations under this Agreement where, through no fault of the Party claiming the benefit of this Paragraph, its nonperformance or delay is caused by war, insurrection, terrorist activity, third-party strikes, or lockouts by or on behalf of entities other than the Parties or their contractors or assignees; riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes; unavailability of labor, tools, or materials; governmental restrictions or priority; unusually adverse weather; litigation by any person or entity not a party hereto attacking the validity of this Agreement, the development approvals, or acts of the Parties to this Agreement; acts, or the delay or failure to act, of any public or governmental agency or entity, except the City; or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform ("Unavoidable Delay"). Owner and the City agree that Unavoidable Delay does not include negative economic events, such as, but not limited to, national or local economic downturns, recessions, or depressions. Unless otherwise agreed by the Parties, an extension of time of any such cause shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the cause. A Party shall immediately give notice to the other Party of any Unavoidable Delay. Times of performance under this Agreement may also be extended in writing by the agreement of the City and Owner. Nothing in this Paragraph shall be construed to extend the Term of this Agreement.

33. Termination. If the City elects to terminate this Agreement because of a Default by Owner, the termination does not affect any right or duty arising out of any development approvals obtained concurrently with or subsequent to the execution of this Agreement but before the date of termination. All other rights, duties, and obligations of the Parties under this Agreement shall cease as of the date of termination. Nothing in this Paragraph precludes the City from revoking any approval either contemporaneously with termination of this Agreement or subsequent thereto. However, no termination may prevent Owner from receiving building or other permits for which Owner has already filed complete documentation, or from completing and occupying buildings or other improvements authorized pursuant to valid building permits previously approved by the City.

34. GENERAL PROVISIONS

34.1 Waiver. No delay in exercising any right or remedy will constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement will be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Nothing herein or in the Master Plans will constitute or be deemed to be a waiver by Owner of its rights to request future rezoning or changes in development standards for all or any portion(s) of the Property pursuant to City procedures and requirements existing at the time of the request. Nothing herein contained will be deemed to be a waiver by the City of the right to act, by approval or denial, on such rezoning or change, to the extent such action would not otherwise be in breach of this Agreement.

34.2 Attorneys' Fees and Costs. If legal action by either party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs.

34.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

34.4 Headings. The description headings of the paragraphs of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

34.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and will not be changed or added to except in the manner provided herein. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement. All prior and contemporaneous agreements, representations and understandings of the City with any other parties, oral or written, other than specifically incorporated herein by reference, regarding any portion of or all of the Property, are superseded by this Agreement.

34.6 Severability. If any provision of this Agreement is declared void or unenforceable, the provisions will be severed from this Agreement and the

remainder of the Agreement will otherwise remain in full force and effect, provided that the overall intent of the Parties is not materially vitiated by such severability.

34.7 Governing Law. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.

34.8 Recordation. No later than ten (10) days after this Agreement has been executed by the City and Owner, it will be recorded in its entirety, by the City, in the Official Records of Maricopa County, Arizona.

34.9 Non-Liability of City Officials, Employees, and Other Parties. Notwithstanding anything in this Agreement to the contrary, (1) no City Council member, officer, attorney, employee, or agent of the City shall be personally liable to Owner or its respective predecessors, successors, and assigns for any loss arising out of or connected with this Agreement, development of the Property, or breach or Default by the City, and (2) no partner, member, or affiliate of Owner, nor any such partner's, member's, or affiliate's separate property shall be personally liable for any claim arising out of or related to this Agreement, development of the Property, or breach or Default by Owner. Notwithstanding anything contained in this Agreement to the contrary, the liability of Owner under this Agreement shall be limited solely to the assets of Owner, including the Property.

34.10 Authority. Owner represents and warrants to the City: (1) that it is duly formed and validly existing under the laws of the State of Arizona; and (2) that the individual(s) executing this Agreement on behalf of Owner is authorized and empowered to bind Owner. The City represents and warrants to Owner: (1) that it is a duly formed municipal corporation with the State of Arizona; and (2) that the individual(s) executing this Agreement on behalf of the City are authorized and empowered to bind the City.

34.11 Estoppel. The Parties hereto covenant and agree with each other to provide within twenty-one (21) days of written request from the other an estoppel certificate signed by a duly authorized representative of such party indicating that the other party is not then in default under any of the obligations pursuant to this Agreement.

34.12 Cancellation. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY SIGNATURE PAGE

“CITY”
CITY OF PEORIA, ARIZONA,
a charter municipal corporation

By: _____
Bob Barrett, Mayor

Attest:

Wanda Nelson, City Clerk

Approved as to form:

Stephen M. Kemp, City Attorney

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Bob Barrett, Mayor of the City of Peoria, Arizona, a charter municipal corporation

Notary Public

My Commission Expires:

OWNER SIGNATURE PAGE

“OWNER”

ALORAVITA I, LLC,
an Arizona limited liability company

Signature

Printed Name

Title

ALORAVITA II, LLC,
an Arizona limited liability company

Signature

Printed Name

Title

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ as _____ of ALORAVITA I, an Arizona limited liability company.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ as _____ of ALORAVITA II, an Arizona limited liability company.

Notary Public

My Commission Expires:

EXHIBIT A

Property Legal Description

ALL OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA
AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

AND

ALL OF SECTION 36 TOWNSHIP 5 NORTH, RANGE 1 EAST, OF THE GILA
AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13R

Date Prepared: September 7, 2011

Council Meeting Date: October 4, 2011

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works - Utilities Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Arizona Department of Water Resources Municipality Assessment

Purpose:

Discussion and possible action to authorize a budget amendment in the amount of \$191,938 to pay the Arizona Department of Water Resources Municipality Assessment. This is a new assessment and was adopted late in the State legislative session and as such was not included in the City's Fiscal Year 2012 Budget.

Background/Summary:

The Arizona Legislature passed Senate Bill 1624 during the Regular Session 2011 which amended Title 45, Chapter 1, Article 1 of the Arizona Revised Statutes and authorized a Municipality Assessment to be collected by the Arizona Department of Water Resources ("ADWR"). The Municipality Assessment is intended to be used to support ADWR operations as prescribed by Arizona Revised Statutes.

In Fiscal Year 2012, the total amount of the Municipality Assessment is limited to \$7,000,000 and is assessed proportionally based on the population of each municipality in the State of Arizona with a population over 10,000. Peoria's Fiscal Year 2012 Municipality Assessment was billed to the City on August 15, 2011 in the amount of \$191,937.03. The assessment may be paid in either one or two installments. An initial installment of one-half the assessment is due on October 17, 2011 and a second installment is due no later than January 16, 2012.

Due to the timing of the legislature's actions and the subsequent stakeholder meeting by ADWR on July 12, 2011, the Municipality Assessment was not included in the City's Fiscal Year 2012 budget. During the May 17, 2011 Tentative Budget hearing, staff briefed the City Council about various State Legislative actions, including the Water Resources Municipality Assessment, which had potential budgetary impacts. This resulted in a monthly \$0.27 ADWR Water Resource Fee being added on customer water bills.

Previous Actions:

Staff discussed the action by the Arizona Legislature during the Peoria City Council budget hearings. The new ADWR assessment is not included in the Water Rates and in July 2011, the City started charging a monthly \$0.27 ADWR Water Resource fee.

Options:

- A: The Council could act to approve a budget amendment in the amount of \$191,938 to pay the required Municipality Assessment charged by the State.
- B: As a result of the action by the Arizona Legislature, the City of Peoria is currently liable to pay this assessment. The City Council could direct staff to make this payment from another funding source.

Staff's Recommendation:

Staff recommends that the City Council authorize a budget amendment in the amount of \$191,938 to Water Fund Water Supply ADWR Water Resource Fee Payment account (2050-2125-523518) from the Water Fund contingency (2050-2050-570000).

Fiscal Analysis:

The Arizona Department of Water Resources Municipality Assessment will be funded through a monthly fee on the water utility bill. The current fee is \$0.27 per month.

Narrative:

Staff anticipates that the Arizona Department of Water Resources Municipality Assessment will be included as an ongoing budget item into the future. Monthly fees will be adjusted to cover the annual assessment by the Arizona Department of Water Resources.

Exhibit(s):

Exhibit 1: Municipality Fee Invoice from ADWR

Exhibit 2: Senate Bill 1624

JANICE K. BREWER
Governor



SANDRA A. FABRITZ-WHITNEY
Director

ARIZONA DEPARTMENT OF WATER RESOURCES

3550 North Central Avenue, Second Floor
PHOENIX, ARIZONA 85012-2105
602-771-8500

Date: August 15, 2011

To: CITY OF PEORIA
ATTN: CITY MANAGER
8401 W. MONROE ST.
PEORIA, AZ 85345

Re: FY 2011-2012 Municipality Fee invoice

Dear City Manager,

The enclosed invoice is sent pursuant to Senate Bill 1624, which enacted A.R.S. § 45-118 to allow for the assessment and collection of fees from each municipality in the state. The invoice also is being sent in accordance with A.A.C. R12-15-107, which the Arizona Department of Water Resources (ADWR) adopted to establish the fee and to manage the billing and the collection process in this initial year of the fee. A permanent rule establishing the fee and governing administration of the fee will be adopted for subsequent fiscal years.

Pursuant to A.A.C. R12-15-107(B), the Director calculated your municipality fee in the following manner:

$(\text{Municipal Population} \div \text{State Population}) \times (\$7,000,000 - \text{Unobligated Monies}) = \text{Municipal Fee}$

$(154,065 \div 5,022,150) \times (\$7,000,000 - \$743,312.46) = \$191,937.03$

A.A.C. R12-15-107 allows for the payment of the fee in either one or two installments. An initial payment of at least one-half of the fee is due and payable on October 17, 2011. Should you elect to pay in two installments, the unpaid balance is due and payable by January 16, 2012.

If you have questions regarding your invoice, the statute or rule, please contact Michelle Moreno, ADWR Public Information Officer, at (602) 771-8530 or mamoreno@azwater.gov

Sincerely,

A handwritten signature in cursive script that reads "Sandra A. Fabritz-Whitney".

Sandra A. Fabritz-Whitney



Arizona Department of Water Resources Municipality Fee Invoice

If you have any questions,
call Michelle Moreno at
(602) 771-8530

Municipality CITY OF PEORIA CITY OF PEORIA ATTN: CITY MANAGER 8401 W. MONROE ST. PEORIA, AZ 85345	Invoice Number: MUNI-32 Invoice Date 8/15/2011 Total Amount: \$191,937.03 Payment may be made by check or wire transfer Routing # 026009593 Bank account # 001-000985
---------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

^ Keep the top portion for your records ^ ADWR Federal Tax # 86-6004791

----- Cut along this line -----

This entire bottom portion must be returned to ADWR if paying by check

CITY OF PEORIA ATTN: CITY MANAGER 8401 W. MONROE ST. PEORIA, AZ 85345	Invoice Number: MUNI-32 Total Amount Due: \$95,969.03 Payment Due Date: 1/16/2012
Do not write below this line	Amount Paid:
Make your check or money order payable to: Arizona Department of Water Resources THIS FORM MUST ACCOMPANY YOUR REMITTANCE Mail to: Financial Services Arizona Department of Water Resources P.O. Box 36020 Phoenix AZ, 85067	Check No.
	Received:
	Postmarked:
	Entered:

----- Cut along this line -----

This entire bottom portion must be returned to ADWR if paying by check

CITY OF PEORIA ATTN: CITY MANAGER 8401 W. MONROE ST. PEORIA, AZ 85345	Invoice Number: MUNI-32 Total Amount Due: \$95,968.00 Payment Due Date: 10/17/2011
Do not write below this line	Amount Paid:
Make your check or money order payable to: Arizona Department of Water Resources THIS FORM MUST ACCOMPANY YOUR REMITTANCE Mail to: Financial Services Arizona Department of Water Resources P.O. Box 36020 Phoenix AZ, 85067	Check No.
	Received:
	Postmarked:
	Entered:

House Engrossed Senate Bill

FILED
KEN BENNETT
SECRETARY OF STATE

State of Arizona
Senate
Fiftieth Legislature
First Regular Session
2011

CHAPTER 36

SENATE BILL 1624

AN ACT

AMENDING SECTION 26-348, ARIZONA REVISED STATUTES; AMENDING TITLE 45, CHAPTER 1, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 45-118; AMENDING SECTION 45-2112, ARIZONA REVISED STATUTES; MAKING APPROPRIATIONS; RELATING TO ENVIRONMENT BUDGET RECONCILIATION.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 26-348, Arizona Revised Statutes, is amended to
3 read:

4 26-348. Emergency notification of reportable releases

5 A. If a reportable release of an extremely hazardous substance listed
6 under section 26-346 occurs from a facility at which a hazardous chemical is
7 produced, used or stored, the owner or operator of the facility, except as
8 excluded under ~~title 40 Code of Federal Regulations section 355.40~~ SECTIONS
9 355.31 AND 355.32, in addition to any other notification required by law or
10 rule, shall immediately orally notify the community emergency coordinator for
11 the local emergency planning committee for any area likely to be affected by
12 the reportable release, and the commission, by notifying the emergency
13 response unit of the department of environmental quality and appropriate
14 emergency responders designated by rule of the commission, in the manner
15 prescribed by rule of the commission. Unless impracticable under the
16 circumstances, this oral notification shall occur immediately after the
17 facility emergency coordinator or his designee has knowledge of the
18 reportable release. The notice of the reportable release shall include the
19 following to the extent known at the time of the notice and as long as no
20 delay in responding to the emergency results:

- 21 1. The specific location of the release.
- 22 2. The chemical name or identity of substances released and a
23 description of the container or vessel from which the release occurred.
- 24 3. An estimate of the quantity of substances which were released into
25 the environment.
- 26 4. The time and duration of the release.
- 27 5. The medium or media into which the release occurred.
- 28 6. Any known or anticipated acute or chronic health risks associated
29 with the release and, if within the informant's knowledge, advice regarding
30 medical attention necessary for exposed individuals.
- 31 7. Proper precautions to take as a result of the release, including
32 evacuation and other proposed response actions.
- 33 8. The name and telephone number of the person or persons to be
34 contacted for further information.

35 B. Within thirty days after the reportable release, the owner or
36 operator of a facility where a release occurred requiring notification
37 pursuant to this section shall submit to the local emergency planning
38 committee and to the commission a written follow-up emergency notice stating
39 and updating the information originally provided pursuant to subsection A of
40 this section and including the following additional information:

- 41 1. Actions taken to respond to and contain the release.
- 42 2. Any known or anticipated acute or chronic health risks associated
43 with the release.
- 44 3. If appropriate, advice regarding medical attention necessary for
45 exposed individuals.

1 4. Measures which have been or will be taken at the facility to avoid
2 a reoccurrence of similar releases.

3 C. After additional information becomes known, the owner or operator
4 shall update the notice in writing within seven calendar days.

5 Sec. 2. Title 45, chapter 1, article 1, Arizona Revised Statutes, is
6 amended by adding section 45-118, to read:

7 45-118. Water resources; fee; municipalities

8 NOTWITHSTANDING ANY OTHER LAW, THE DIRECTOR OF THE DEPARTMENT MAY
9 ASSESS AND COLLECT A FEE FROM EACH MUNICIPALITY IN THIS STATE. THE FEE SHALL
10 BE ASSESSED PROPORTIONALLY BASED ON THE POPULATION OF EACH MUNICIPALITY. THE
11 DIRECTOR SHALL DEPOSIT MONIES COLLECTED PURSUANT TO THIS SECTION IN THE WATER
12 RESOURCES FUND ESTABLISHED BY SECTION 45-117.

13 Sec. 3. Section 45-2112, Arizona Revised Statutes, is amended to read:
14 45-2112. Funding sources

15 A. The fund shall consist of monies ~~from the following sources:~~

16 ~~1. Monies collected pursuant to section 48-3715.05.~~

17 ~~2. Amounts appropriated from the state general fund pursuant to~~
18 ~~subsection B of this section.~~

19 ~~B. There is appropriated from the state general fund to the Arizona~~
20 ~~water protection fund at the beginning of each fiscal year, an amount equal~~
21 ~~to five million dollars minus the sum of the amounts deposited in the~~
22 ~~previous fiscal year from the sources listed in subsection A, paragraph 1 of~~
23 ~~this section. If the amounts received from the sources listed in subsection~~
24 ~~A, paragraph 1 of this section, exceed five million dollars, the amount in~~
25 ~~excess shall be credited against the general fund appropriation in subsequent~~
26 ~~fiscal years. In no event shall the appropriation from the general fund~~
27 ~~exceed five million dollars in any fiscal year.~~

28 ~~G. B. In addition to the amounts prescribed in subsections SUBSECTION~~
29 ~~A and B of this section the fund may accept any gifts, grants or donations.~~

30 Sec. 4. Off-highway vehicle recreation fund; use

31 Notwithstanding section 28-1176, Arizona Revised Statutes, the Arizona
32 state parks board may spend up to \$692,100 from the Arizona state parks board
33 portion of the off-highway vehicle recreation fund in fiscal year 2011-2012
34 for parks board operating expenses.

35 Sec. 5. Underground storage tank assurance account; transfer of
36 monies; uses

37 Notwithstanding any other law, the administrative cap established in
38 section 49-1051, subsection B, paragraphs 2 and 3, Arizona Revised Statutes,
39 is suspended for fiscal year 2011-2012, and the department of environmental
40 quality may transfer \$6,531,000 from the assurance account of the underground
41 storage tank revolving fund for administrative costs of the underground
42 storage tank leak prevention program and for the used oil program.

43 Sec. 6. Agricultural fees; intent; exemption from rule making

44 A. Notwithstanding any other law, the director of the Arizona
45 department of agriculture, with the assistance of the agriculture advisory

1 council, may continue existing fees from 2010-2011 in fiscal year 2011-2012
2 for services provided in fiscal year 2011-2012.

3 B. It is the intent of the legislature that the additional revenue
4 generated by the fees established as prescribed in subsection A shall not
5 exceed \$218,000 to the state general fund, \$113,000 to the pesticide fund and
6 \$26,000 to the dangerous plants, pests and diseases fund.

7 C. The Arizona department of agriculture is exempt from the rule
8 making requirements of title 41, chapter 6, Arizona Revised Statutes, for the
9 purpose of establishing fees pursuant to this section until July 1, 2012.

10 Sec. 7. Water resources fees; deposit; fiscal year 2011-2012;
11 intent; exemption from rule making

12 A. Notwithstanding any other law, the director of the department of
13 water resources may increase fees in fiscal year 2011-2012 for services in
14 fiscal year 2011-2012, except that no fees may be increased pursuant to this
15 subsection for any municipality subject to the fee assessed and collected
16 pursuant to section 45-118, Arizona Revised Statutes, as added by this act.

17 B. It is the intent of the legislature that the revenue generated by
18 the fees collected pursuant to subsection A of this section and section
19 45-118, Arizona Revised Statutes, as added by this act, shall not exceed
20 \$7,000,000.

21 C. The department of water resources is exempt from the rule making
22 requirements of title 41, chapter 6, Arizona Revised Statutes, for the
23 purpose of establishing fees pursuant to this section and section 45-118,
24 Arizona Revised Statutes, as added by this act, until July 1, 2012.

25 Sec. 8. Law enforcement and boating safety fund; Arizona state
26 parks board; operating expenditures

27 Notwithstanding section 5-383, Arizona Revised Statutes:

28 1. For fiscal year 2011-2012, available monies in the law enforcement
29 and boating safety fund may only be granted to La Paz, Mohave and Yuma
30 counties.

31 2. All law enforcement and boating safety fund monies appropriated by
32 the legislature to the Arizona state parks board in fiscal year 2011-2012
33 above \$750,000 are available in fiscal year 2011-2012 for the operation of
34 state parks.

35 Sec. 9. Arizona state parks board; availability of monies

36 Notwithstanding section 41-511.11, Arizona Revised Statutes, or any
37 other law, all state parks enhancement fund monies are available in fiscal
38 year 2011-2012 for the operation of state parks as appropriated by the
39 legislature in the general appropriations act or for capital needs as
40 determined by the Arizona state parks board with the prior approval of the
41 joint committee on capital review to acquire and develop real property and
42 improvements as state parks consistent with the purposes and objectives
43 prescribed in section 41-511.03, Arizona Revised Statutes.

Passed the House April 1, 2011,

Passed the Senate March 16, 2011,

by the following vote: 40 Ayes,

by the following vote: 21 Ayes,

19 Nays, 1 Not Voting

9 Nays, 0 Not Voting

[Signature]
Speaker of the House

[Signature]
President of the Senate

Cheryl Laube
Chief Clerk of the House

Charmine Bellington
Secretary of the Senate

~~EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF GOVERNOR~~

~~This Bill was received by the Governor this~~

~~_____ day of _____, 20____,~~

~~at _____ o'clock _____ M.~~

~~_____
Secretary to the Governor~~

~~Approved this _____ day of~~

~~_____, 20____,~~

~~at _____ o'clock _____ M.~~

~~_____
Governor of Arizona~~

~~EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF SECRETARY OF STATE~~

~~This Bill was received by the Secretary of State~~

~~this _____ day of _____, 20____,~~

~~at _____ o'clock _____ M.~~

~~_____
Secretary of State~~

S.B. 1624

SENATE CONCURS IN HOUSE
AMENDMENTS AND FINAL PASSAGE

Passed the Senate April, 20 11

by the following vote: 21 Ayes,

8 Nays, 1 Not Voting

Russell Pearce
President of the Senate

Susan Acades
Assistant Secretary of the Senate

EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF GOVERNOR

This Bill received by the Governor this

1st day of April, 20 11

at 5:30 o'clock P. M.

Nicole Bendke
Secretary to the Governor

Approved this 6th day of

April

at 5:50 o'clock P. M.

Jeanie K. Brewer
Governor of Arizona

EXECUTIVE DEPARTMENT OF ARIZONA
OFFICE OF SECRETARY OF STATE

This Bill received by the Secretary of State

this 7th day of April, 20 11

at 2:06 o'clock P. M.

Ken Blumenthal
Secretary of State



City Council Calendar

Color Key:
City Council

< September	October 2011					November >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4  Special Meeting and Study Session	5	6	7	8
9	10	11	12	13	14	15
16	17	18  Regular City Council Meeting  Special Meeting and Study Session	19	20	21	22
23	24	25	26	27	28	29
30	31					



City Council Calendar

Color Key:
City Council

< October	November 2011						December >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		1  Special Meeting and Study Session	2	3	4	5	
6	7 Policy and Appointments Council Subcommittee Meeting Public Safety Council Subcommittee Meeting	8	9	10	11	12	
13	14	15  Regular City Council Meeting  Special Meeting and Study Session	16	17 Public Services Council Subcommittee Meeting	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

Future meetings for the following Subcommittees are to be determined:

Community Culture
Sustainable Development
General Government

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

CMR: #2a

Date Prepared: October 6, 2011

Council Meeting Date: October 18, 2011

TO: Honorable Mayor & Council

FROM: Carl Swenson, City Manager

THROUGH: Susan Thorpe, Deputy City Manager



PREPARED BY: Katie Gregory, Interim Management and Budget Director



SUBJECT: Organizational Strategic Plan Update

Summary:

In early 2010, the City finalized the development of an Organizational Strategic Plan. The purpose of the plan was to articulate the organization's long-term vision, organizational values and day to day service standards. Since that time it has acted as a guide for how employees are expected to serve the community and our other customers, both inside and outside the organization.

Elements of the plan include an organizational mission, vision and values statement, as well as five strategic goals that each department, division, work group and employee focus their efforts toward achieving when designing and delivering programs, projects and services, or simply in the day-to day conduct of city business.

The five strategic goals are:

- Provide Excellent Customer Service
- Enhance Organizational Development
- Increase Information Sharing
- Promote Sustainability
- Promote Civic Engagement

Staff will share accomplishments that facilitate progress toward achieving these goals, and inform Council on upcoming organizational efforts to evaluate and update the plan.

Exhibit(s):

Exhibit 1: Organizational Strategic Plan

Contact Name and Number: Katie Gregory x7364



ORGANIZATIONAL STRATEGIC PLAN

CITY OF PEORIA, ARIZONA



“One of the most important practices of leadership is giving life and work a sense of meaning and purpose by offering an exciting vision.”

James M. Kouzes and Barry Z. Posner
The Leadership Challenge

The City of Peoria Organizational Strategic Plan
Created, Written and Published by City of Peoria Employees
March 2010

Foreword

A municipal government is a big, complex operation. The City of Peoria provides dozens of services, offers dozens of programs, and at any given time is building dozens of projects. With so many things happening all at once, it is easy for an organization like ours to feel a bit disconnected.

The Organizational Strategic Plan is a tool to reconnect the organization. It provides a common foundation upon which each department can develop particular goals, strategies and performance measures. It allows each employee insight into our long-term vision, organizational values and day-to-day service standards. It is a guide for how we will serve the community and our other customers, both inside and outside the organization.

As you read through the five focus areas: Customer Service; Information Sharing; Organizational Development; Sustainability; and Civic Engagement, I encourage each of you to think about how the work you do helps support these tenets and continuously strive for exceptional results.

Thank you to all who took the opportunity to participate and shape this plan. This is a plan that was developed 100% by city employees, for city employees – no outside consultants were used. It is thoughtful, it is strategic, and it is our future.



Carl Swenson
City Manager



ORGANIZATIONAL STRATEGIC PLAN

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CITY OF PEORIA ORGANIZATIONAL STRATEGIC PLAN

INTRODUCTION

Organizational success does not just happen. To succeed, particularly in today's volatile environment, an organization must be thoughtful and intentional about its direction. To gain this clarity and guide future decisions, the City of Peoria employed a customized methodology to refresh the organization's vision, mission, values and to set strategic direction.

The result is the City of Peoria Organization Strategic Plan (OSP), a blueprint upon which the organization will build its activities over the years ahead.

The City of Peoria Organizational Strategic Plan enables the organization to:

1. Face the future with clarity and purpose
2. Shape and chart the desired future
3. Focus efforts and resources on what is most important
4. Make daily decisions part of an integrated process
5. Increase employee commitment and engagement

BACKGROUND AND PROCESS

The City of Peoria embarked on a six-month project to create an organizational strategic plan in February of 2009. The purpose of this plan is to identify an operating foundation for future organizational success, as well as the steps necessary to get there.

Although a small group of staff was assigned to an OSP Committee that was ultimately tasked with producing the final plan, its development was considered an organization-wide project from the outset. Everybody in the organization would have an opportunity to provide ideas during the plan's construction.

To that end, the OSP Committee developed a process that engaged the workforce at all levels. Steps in this process included assessing the organization's current state; coalescing visions of the desired future; identifying gaps between those; assessing strengths, weaknesses, opportunities and threats; determining areas of future organizational focus; and setting forth goals and objectives to move the organization forward within those focus areas.

Environmental Scan

The OSP Committee then formed employee teams to conduct an environmental scan. Each group was assigned a specific area within which they assessed information available inside and outside the organization. Teams analyzed information in these areas:

1. Formal Documents
2. Demographic Trends/Forecast
3. Organizational Structure
4. Operational Efficiency /Capacity
5. Organizational Culture
6. Economics Forecast / Financial Indicators
7. Benchmarking Analysis

Each team developed a summary report that outlined the common themes that emerged within each area. From that, the OSP team looked across the areas of analysis to determine focus areas for the next steps of the OSP process.

SWOT Analysis

Focus areas were determined based upon the results of this environmental scan. New employee teams were then created and asked to complete an analysis of the organization’s strengths, weaknesses, opportunities and threats (SWOT) for each focus area. On a parallel track, department directors conducted a similar SWOT analysis exercise.

The work of these distinct groups was then consolidated into a single SWOT analysis of each focus area.

Goals and Objectives

The OSP Committee took all of the data and feedback gathered to that point and created draft goals, objectives and key outcomes for each focus area. The committee then facilitated a half-day event where approximately 50 managers from across the city reviewed and strengthened the work done to date.

As a final step, the committee took a fresh look at each focus area and its associated goals, objectives and outcomes. Seven focus areas were subsequently folded into five strategic goals – which make for a much more manageable plan in terms of understanding and implementation by the organization.

City of Peoria Organizational Strategic Goals				
Provide Excellent Customer Service	Enhance Organizational Development	Increase Information Sharing	Promote Sustainability	Promote Civic Engagement

HOW THE PIECES FIT TOGETHER

The Organization Strategic Plan (OSP) is a guide that departments, divisions and workgroups will use to develop particular goals, strategies and performance measures. The OSP aligns resources with strategic directions to keep the organization looking forward and anticipating future challenges, rather than reacting to unexpected obstacles or changes in direction.

It is part of an overall emphasis on strategic planning across the organization. The City Council Goals and Organizational Strategic Plan combine to set direction, priorities and create the operating foundation upon which the organization moves toward achieving its goals.



Figure 2: How the Pieces Fit Together

VISION, MISSION AND VALUES

Peoria's Organizational Vision, Mission and Values were created through interactive discussions and exercises with employees, management and leadership. Nearly 200 employees participated in an initial event to gather ideas. From this input, draft statements were created. The final statements and values were then crafted through discussion with executive management and department directors.

VISION STATEMENT

City of Peoria team members provide unmatched quality of life and excellent customer service for our community.

MISSION STATEMENT

The City of Peoria provides excellent municipal services by anticipating community needs, creating partnerships, promoting sustainability and embracing diversity.

VALUES STATEMENT

We serve with integrity, embrace diversity, and are responsible stewards of taxpayer dollars and the natural environment.

CORE VALUES

We are:

- P** Professional
- E** Ethical
- O** Open
- R** Responsive
- I** Innovative
- A** Accountable



STRATEGIC GOALS AND OBJECTIVES

The Organization Strategic Plan identifies strategic goals and objectives that guide the internal and external activities of the organization.

These strategic goals are:

- Provide Excellent Customer Service
- Enhance Organizational Development
- Increase Information Sharing
- Promote Sustainability
- Promote Civic Engagement

The job of city employees is to consistently provide efficient, professional, high-quality service to the residents, businesses, and visitors of Peoria. To achieve this, we must have a well trained workforce, establish customer service and performance standards, consider new ways to use technology and increase our accessibility to our customers. **The Customer Service** Goal focuses on how well the organization is able to constantly and consistently exceed the needs of the customer. This includes internal and external customers at the City.

Employees of the City expressed a desire to know that their experience, skills, opinions, innovations and perspectives were recognized and valued by the organization. **The Organizational Development** Goal focuses on improving the effectiveness and productivity of the organization through innovation and values-based employee development.

Employees of the City also provided significant feedback indicating that many of them did not feel that important information was reaching all levels of the organization. As a result a major focus area was developed to place emphasis on the importance of disseminating information from the top down and the bottom up. **The Information Sharing** Goal stresses the importance of the intentional sharing of timely, accurate and relevant information among all employees, departments and City leadership so that employees are informed of important information and thoughtful decisions can be made.

The concepts of fiscal and environmental stewardship and sustainability are increasingly important values to the organization. There are a number of organizational initiatives that have been launched to provide more specific direction and support for these concepts, and employees play a key role in the success of these initiatives. **The Sustainability** Goal focuses on the City's efforts to reduce harmful effects on the environment, maintain strong and sustainable fiscal management, build a strong local economy, and enable the development of a social, economic and environmentally sustainable community.

The City recognizes our partners in the community we serve. A renewed focus on **Civic Engagement** is an effort to intentionally connect with residents to contribute ideas, energy and action on proposals that impact the community. This combination of efforts is intended to cultivate a feeling of belonging to the greater community.

Each department, division, work group and employee should focus efforts toward achieving these goals – whether designing and delivering programs, projects and services, or simply in the day-to-day conduct of city business.

Each strategic goal is discussed in detail in the following pages. With each goal is a descriptive statement to clarify its aim; this is supported by a key outcome that will indicate organizational progress toward achieving the goal. This is followed by a list of strategic objectives.

To further assist departments, the Appendix lists ideas for turning these goals into meaningful targets for specific work groups.



STRATEGIC GOAL #1: PROVIDE EXCELLENT CUSTOMER SERVICE.

Foster a customer service culture based on PEORIA's established values (Professional, Ethical, Open, Responsive, Innovative, and Accountable).

Key Outcome: *The city will receive a favorable score in a citywide survey of all customer service objectives.*

Strategic Objectives:

- a) Develop citywide standards and measures for customer service.
- b) Provide training to all employees on delivery of excellent customer service.
- c) Expand access to information, programs and services through increased utilization of technology.
- d) Increase access to city programs by providing bilingual and ADA-compliant services.

STRATEGIC GOAL #2: ENHANCE ORGANIZATIONAL DEVELOPMENT.

Improve the effectiveness and productivity of the organization through innovation and values-based employee development.

Key Outcome: *The city will receive a favorable score in a citywide survey of all organizational development objectives.*

Strategic Objectives:

- a) Promote a work culture that fosters inclusion and values diversity.
- b) Develop methods to increase efficiency and effectiveness.
- c) Develop leaders within the organization.
- d) Provide learning opportunities for all employees.
- e) Emphasize integrity in departmental practices.
- f) Encourage innovative ideas and actions that promote positive change.

STRATEGIC GOAL #3: INCREASE INFORMATION SHARING.

Increase effectiveness of communication through the sharing of timely, accurate and relevant information.

Key Outcome: *The city will receive a favorable score in a citywide survey of all information sharing objectives.*

Strategic Objectives:

- a) Improve exchange of information throughout the organization.
- b) Expand employee knowledge of organizational and departmental goals, policies, and planning documents.
- c) Employ cross-functional teams for multi-departmental initiatives.

STRATEGIC GOAL #4: PROMOTE SUSTAINABILITY.

The city will position itself as a leader in sustainable actions

Key Outcome: *The city will earn regional or national recognition, such as the ICMA Sustainable Community award, for the organization's sustainability actions*

Strategic Objectives:

- a) Design and deliver cost effective services that reduce the impact on the environment.
- b) Employ sustainable practices and technologies.
- c) Educate and involve the community in sustainable practices.
- d) Employ strong fiscal management practices that encourage sustainable fiscal decision-making.

STRATEGIC GOAL #5: PROMOTE CIVIC ENGAGEMENT.

Develop relationships that build a sense of community.

Key Outcome 1: *The city will receive a favorable score in a citywide citizen survey regarding citizen perception of our actions towards building a sense of community.*

Key Outcome 2: *The City will receive a favorable score in a survey of local and regional stakeholders regarding the city's effort to build and maintain strategic partnerships.*

Strategic Objectives:

- a) Establish standards for civic engagement for all major City projects, programs, and initiatives.
- b) Develop strategic partnerships with private business, local, regional, and national organizations.

GLOSSARY

Civic Engagement	Intentionally connecting with residents and community stakeholders to contribute ideas, energy and action on proposals that impact the community.
Core Services	Those services that are deemed essential to the organization, departments and divisions to serve Peoria's customers.
Core Values	Values are the overall priorities in how the organization will operate; they suggest overall priorities in how people ought to act.
Comparative Analysis	Item by item comparison of two or more comparable alternatives, processes, products, qualifications, sets of data, systems, etc.
Cost Avoidance	An action taken in the present designed to decrease costs in the future.
Customer	Anyone who uses or experiences the services of another.
Customer Service	A series of activities designed to enhance the level of customer satisfaction. The feeling that a product or service has met the customer expectation.
Demographic Trends	A compilation of currently available census data on both resident/workforce within Peoria. Includes residential and commercial growth trends over the next several years and relevant analysis on regional trends.
Department Operating Plan	A planning document used to anticipate trends and determine the best strategies and resources needed to achieve organizational, departmental and workgroup goals and objectives.
Disenfranchised Groups	Members of the community whose views are not readily apparent to the dominant culture.
Diversity	Valuing the concerns and desires of both the workforce and customers and promoting a climate of mutual understanding and respect for differences and similarities among members of different groups.
Economic Forecast	The process of making predictions about the economy as a whole or in part.

Economic Indicators	Statistics about the economy that allow for an analysis of the economic conditions. (ie. housing starts, consumer price index, unemployment rate, etc.)
Environmental Scan	An analysis and evaluation of internal conditions and external data and factors that affect the organization.
Goals	Goals are general statements of themes or directions, either measurable or not measurable as stated. They represent a commitment to broad intentions and aspirations.
Inclusion	A practice that ensures that people in the organization feel they belong, are engaged, and connected through their work to the goals and objectives of the organization.
Information Sharing	The collaborative exchange of information throughout the organization to ensure access to timely and accurate information.
Mission Statement	The mission is the key building block in the entire strategic planning process. It states clearly, simply, and explicitly what the work unit wants to do or be and can do or be. It reflects opportunities, capabilities, and values.
Objectives	Objectives are specific statements that contribute to the achievement of "bigger" goals.
Operational Efficiency	Executing service transactions that provide the best value for the dollars spent.
Organizational Culture	A collection of values and norms that are shared by people and groups in an organization and that control the way they interact with each other and with stakeholders outside the organization.
Organizational Development	An ongoing, systematic process to implement effective change in an organization.
Organizational Structure	The concept of reporting relationships and organizational charts that are designed to support departmental/organizational goals.
Organizational Strategic Plan	A planning document that identifies where an organization is going over a set period of time, identifies strategies for how it is going to get there, and establishes indicators to know if it achieved its goals or not.

Outcome Measures	A determination and evaluation of the results of an activity, plan, process, or program and their comparison with the intended or projected results.
Performance Management	It is a results-oriented system that allows local governments to set appropriate targets and assess whether they are being met, distinguish success from failure, highlight accomplishments and demonstrate results.
Stewardship	An ethic that embodies cooperative planning and management of resources with organizations, communities and others to maintain long term sustainability.
Sustainability	Improving the quality of human life while living within the carrying capacity of supporting environmental, social and economic systems.
SWOT Analysis	SWOT stands for: strengths, weaknesses, opportunities, and threats. A SWOT analysis is a tool for auditing an organization and its environment. It is the first stage of planning and to focus on key issues within the organization.
Vision Statement	A vision expresses a compelling image of the desired future. It provides an inspiration and challenge to all members toward an ideal future. It should purposefully bridge the present and future and to serve as a critical impetus for change.

APPENDIX:
STRATEGIC GOALS AND OBJECTIVES
ACTION PLAN

The Organizational Strategic Plan Implementation Toolkit is a listing of the organizational goals with suggested action items identified during the development of the Organizational Strategic Plan. The action items below are suggestions that were identified by employees that could be undertaken by the organization.

These can be used as a basis for implementing the Organizational Strategic Plan within specific departments, divisions and work groups. These lists are not all-inclusive; additional action items that help support the achievement of the goals and objectives may be added as necessary.

STRATEGIC GOAL #1: PROVIDE EXCELLENT CUSTOMER SERVICE.

Foster a customer service culture based on PEORIA's established values (Professional, Ethical, Open, Responsive, Innovative, and Accountable).

OBJECTIVES

- a) Develop citywide standards and measures for customer service.
- b) Provide training to all employees on delivery of excellent customer service.
- c) Expand access to information, programs and services through increased utilization of technology.
- d) Increase access to city programs by providing bilingual and ADA-compliant services.

ACTION ITEMS:

- 1) Evaluate and expand e-government based on public feedback.
- 2) Evaluate and expand accessibility (i.e. flexible scheduling, shifts, remote sites, etc).
- 3) Increased bilingual services through hiring.
- 4) Increased bilingual services through training.
- 5) Establish procedures to update other departments on changes to programs or service delivery.
- 6) Provide education and cross training opportunities for employees to understand other departments' core services.
- 7) Collect feedback from internal and external customers (i.e. anonymous surveys).

STRATEGIC GOAL #2: ENHANCE ORGANIZATIONAL DEVELOPMENT.

Improve the effectiveness and productivity of the organization through innovation and values-based employee development.

OBJECTIVES

- a) Promote a work culture that fosters inclusion and values diversity.
- b) Develop methods to increase efficiency and effectiveness.
- c) Develop leaders within the organization.
- d) Provide learning opportunities for all employees.
- e) Emphasize integrity in departmental practices.
- f) Encourage innovative ideas and actions that promote positive change.

ACTION ITEMS:

- 1) Develop policies and programs supporting inclusion and diversity.
- 2) Recognize departments and individuals demonstrating ethics, leadership and stewardship of resources.
- 3) Implement a structured mentoring program.
- 4) Establish supervisor and leadership academies that support a continual learning environment.
- 5) Increase cross-training and succession planning.
- 6) Design and review benefits packages that are flexible in order to support the diverse needs of our employee population
- 7) Establish family-life-friendly culture
- 8) Develop and implement a comprehensive wellness program.
- 9) In meeting environments, group leaders should ensure that roles, expectations and timelines are clearly stated, and that all action items are assigned and monitored.
- 10) Develop methods for recognition of innovative ideas.
- 11) Screen for innovative qualities in new hires and evaluate innovation and risk-taking competencies in employee performance.
- 12) Establish an environment of shared risk-taking.
- 13) Review established business processes.
- 14) Use analytical tools such as Return on Investment (ROI) and Cost Avoidance to prioritize and justify implementation of new ideas.
- 15) Develop an Innovation Program that establishes funding for innovative ideas, programs and services.
- 16) Seek grant funding for implementation of new ideas and programs.

STRATEGIC GOAL #3: INCREASE INFORMATION SHARING.

Increase effectiveness of communication through the sharing of timely, accurate and relevant information.

OBJECTIVES

- a) Improve exchange of information throughout the organization.
- b) Expand employee knowledge of organizational and departmental goals, policies, and planning documents.
- c) Employ cross-functional teams for multi-departmental initiatives.

ACTION ITEMS:

- 1) Publish minutes from meetings, such as director and department meetings.
- 2) Advertise resources, events, programs and activities in the City.
- 3) Implement department suggestion boxes, publish suggestions and associated decisions.
- 4) Provide more cross-departmental networking, idea exchange and training.
- 5) Develop productive meeting guidelines.
- 6) Provide opportunities for bottom-up communications.
- 7) Create a central database listing general information used City-wide, i.e., population and square miles in the City, budget, number of building permits issued to date, significant partnerships, etc.
- 8) Inform employees of available technological resources and provide training on its use; offer annual training on any changes.
- 9) Provide a referral / reference manual of City functions.
- 10) Provide training on communication “etiquette” at New Employee Orientation.
- 11) Develop and implement Peoria Employee Leadership Institute (PELI); video tape and stream on Intranet.
- 12) Invite new employees back to a second New Employee Orientation to avoid information overload at the first Orientation.
- 13) Leverage technology to improve access to information, such as Intranet webinars, video conferencing, and electronic workflow processes.
- 14) Conduct regular updates between departments and executive management to assess status of departmental goals and objectives and communicate progress to organization.
- 15) Utilize new employee orientations to articulate organizational expectations.

STRATEGIC GOAL #4: PROMOTE SUSTAINABILITY.

The City will position itself as a leader in sustainable activity.

OBJECTIVES

- a) Design and deliver cost effective services that reduce the impact on the environment.
- b) Employ sustainable practices and technologies.
- c) Educate and involve the community in sustainable practices.

ACTION ITEMS:

- 1) Facility design, operation and maintenance will use the best sustainable practices that are fiscally prudent.
- 2) The City vehicle fleet will be as fuel-efficient as possible; alternative fuel technologies will be used wherever appropriate.
- 3) New office equipment will be as energy/resource efficient as possible (i.e. duplex printing, workgroup printers, management software).
- 4) City operations will be assessed to identify and implement sustainable practices (i.e. idling policy for city vehicles, green procurement, alternate work schedules, employee accountability).
- 5) Electronic capability, such as videoconferencing or webinars, between city facilities (and with other agencies) will be expanded and policies to mandate its use adopted.
- 6) Engage state legislators and educate them about Peoria's sustainable goals & practices.
- 7) Promote the city's sustainable practices and accomplishments to the community.
- 8) Host a regional sustainability forum to bring local, regional and state leaders together on the topic.
- 9) Adopt city policies and ordinances to mandate sustainable practices in the community (i.e. require Xeriscape for new homes, expanding uses for reclaimed water in existing developments, etc.).
- 10) Develop and introduce legislation that enhances Peoria's and Arizona's ability to compete globally for sustainable industries.
- 11) Develop city infrastructure (data, water, transportation, trails, parks, open space, existing environment) to attract targeted companies.
- 12) Encourage employee strategies for developing cost saving measures.
- 13) Use technology to provide enhanced and cost effective services.

STRATEGIC GOAL #5: PROMOTE CIVIC ENGAGEMENT.

Develop relationships with stakeholders that foster a sense of community.

OBJECTIVES

- a) Establish standards for civic engagement for all major City projects, programs, and initiatives.
- b) Develop strategic partnerships with private businesses and local, regional, and national organizations.

ACTION ITEMS:

- 1) Form civic engagement teams to improve relationships and outcomes for the community.
- 2) Identify and promote community events.
- 3) Promote an environment that is inclusive of the diverse perspectives of Peoria's citizens, visitors, workforce, business owners, and other stakeholders.
- 4) Identify and maintain partnerships with local, regional and national organizations such as schools, neighborhood associations, non-profit entities, arts and entertainment groups, business associations, faith-based organizations, and leadership groups.
- 5) Proactively establish dialogue with disenfranchised groups.
- 6) Develop interdepartmental teams to share the benefits of our partnerships.
- 7) Develop and/or improve communications strategies that reach underserved populations.
- 8) Seek employee feedback on initiatives that impact diverse populations.
- 9) Partner with other cities, non-profits, military and businesses (with a common goal).
- 10) Forge a marketable identity of Peoria to instill community pride and promote involvement.

**The City of Peoria Organizational Strategic Plan
was created, written and published by city employees.**

MARCH 2010



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

CMR: 3a

Date Prepared:

Council Meeting Date:

TO: Honorable Mayor and City Council
FROM: Roy Minter, Police Chief
THROUGH: Carl Swenson, City Manager
SUBJECT: Seniors and Law Enforcement Together "S.A.L.T. Conferences"

Summary:

The Peoria Police Department will be hosting three S.A.L.T. (Seniors and Law Enforcement Together) conferences. SALT is a program that focuses on crime and security issues related to the senior community. The main purpose of SALT is to develop, expand, and implement effective crime prevention and educational programs for senior community members. These conferences will focus on providing an opportunity for the exchange of information between law enforcement and senior citizens. The conferences will also focus on establishing an effective partnership among service providers, seniors, and law enforcement services. We believe these conferences will assist us with increasing awareness of crime and livability issues for seniors, and improving our knowledge of crime prevention needs for seniors.

The conference dates are:

Monday, October 17, 2011
Trilogy at Vistancia – Kiva Club
8:00 a.m. – 12:30 p.m.

Wednesday, November 2, 2011
Westbrook Village – The Lakes
8:00 a.m. – 12:30 p.m.

Monday, November 14, 2011
Ventana Lakes – Yacht club
8:00 a.m. – 12:30 p.m.

Registration will take place from 7:30 – 8:00 a.m. for each event.

Contact Name and Number: Barbara Benavidez (623) 773-7065

