CITY COUNCIL REGULAR MEETING NOTICE & AGENDA
Tuesday, January 03, 2012
7:00 PM
CITY COUNCIL CHAMBER

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

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. Presentation by the Peoria Sunset Lion's Club on Christmas for the Troops

2. Presentation by the President of Glendale Community College

CONSENT AGENDA

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CONSENT – New Business:

1C Minutes

Discussion and possible action to approve the following:

Special Meeting and Study Session Minutes - December 6, 2011
Regular Meeting Minutes - December 6, 2011
Special Meeting Minutes - December 12, 2011

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are also available for viewing on demand at http://www.peoriaaz.gov/content2.aspx?id=2151.

2C **Annexation, Lake Pleasant Parkway and Mariposa Grande Lane**

Discussion and possible action to adopt **ORD. 2012-01** approving the annexation of approximately 1.23 acres of privately-owned property located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane (ANX 11-0002).

3C **Initial Zoning, Lake Pleasant Parkway and Mariposa Grande Lane**

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2012-02** establishing initial zoning of Suburban Ranch (SR-43) on approximately 1.23 acres recently annexed privately-owned land from Maricopa County generally located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane.

4C **Intergovernmental Agreement, State of Arizona, Department of Transportation, Grand Avenue Landscaping, Loop 101 to 71st Avenue**

Discussion and possible action to approve an Intergovernmental Agreement with the Arizona Department of Transportation for the design, construction, and maintenance obligations related to proposed landscaping, sidewalks, street lighting, pedestrian lighting, and decorative wrought iron fencing improvements along Grand Avenue from Loop 101 to 71st Avenue.

5C **Intergovernmental Agreement, Maricopa County Flood Control District, Glendale-Peoria Area Drainage Master Plan and Maryvale Area Drainage Master Plan Update**

Discussion and possible action to: (a) approve an Intergovernmental Agreement with the Flood Control District of Maricopa County (FCDMC) to update and merge the Glendale-Peoria Area Drainage Master Plan and the Maryvale Area Drainage Master Plan and develop and incorporate Peoria’s own Storm Drain Master Plan; (b) accept FCDMC funds in the amount of $400,000; and (c) approve a budget transfer in the amount of $400,000 from the 2010 General Obligation Bonds Fund, Contingency Account to the Outside Sources Fund, Other Professional Services Account to establish budget authority for the Flood Control District's share of the project costs.

6C **Right-of-Way Acquisition, Truck Road Reliever, 111th Avenue Alignment, Rose Garden Lane and Pinnacle Peak Road**

Discussion and possible action to adopt **RES. 2012-04** authorizing the acquisition of property on the proposed truck road reliever to accommodate the construction of the road, by donation, outright purchase or the exercise of the power of eminent domain and declaring an emergency.

7C **Public Reclaimed Water Line Easement, Community Park 2, 83rd Avenue and Olive Avenue**

Discussion and possible action to adopt **RES. 2012-03** authorizing the execution of a Public Reclaimed Water Line Easement for the installation and maintenance of a reclaimed water line within Community Park 2, located at the southeast corner of 83rd Avenue and Olive Avenue.

8C **Replat, Vistancia North Phase III Parcel F1 Phase 1, Vistancia Boulevard and Westland Road**

Discussion and possible action to approve a Replat of Vistancia North Phase III Parcel F1 Phase 1, located at Vistancia Boulevard and Westland Road, subject to stipulations.

REGULAR AGENDA

NEW BUSINESS

9R **PUBLIC HEARING - Liquor License, Cibola Vista Resort and Spa, 27501 North Lake Pleasant Road**

PUBLIC HEARING: RE: A New On-Sale Hotel/Motel Liquor License (Series 11) for Cibola Vista Resort and Spa, located at 27501 North Lake Pleasant Road, Andrea D. Lewkowitz, Applicant, LL#10003552.

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

COUNCIL ACTION: Discussion and possible action to recommend approval to the State Liquor Board for a New On-Sale Hotel/Motel Liquor License (Series 11) for Cibola Vista Resort and Spa, located at 27501 North Lake Pleasant Road, Andrea D. Lewkowitz, Applicant, LL#10003552.

10R PUBLIC HEARING - General Plan Amendment, Land Use Map, Chateau Sous Le Soliel, Lake Pleasant Parkway and Mariposa Grande Lane

PUBLIC HEARING: RE: A request for a minor amendment to the General Plan Land Use Map for approximately 4.8 acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane from Residential Estate (0-2 du/ac, target: 1 du/ac) to Residential Medium (5-8 du/ac, target: 6 du/ac.)

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

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2012-05** approving an amendment to the General Plan Land Use Map for approximately 4.8 acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane from Residential Estate (0-2 du/ac, target: 1 du/ac) to Residential Medium (5-8 du/ac, target: 6 du/ac). (GPA11-0014)

11R PUBLIC HEARING - Rezoning, Chateau Sous Le Soliel, Lake Pleasant Parkway and Mariposa Grande Lane

PUBLIC HEARING: RE: A request to rezone approximately 4.8 gross acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane from Suburban Ranch (SR-43) to Chateau Sous Le Soliel Planned Area Development.

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

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2012-03** rezoning approximately 4.8 gross acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane from Suburban Ranch (SR-43) to Chateau Sous Le Soliel Planned Area Development (Z11-0003).

12R Intergovernmental Agreement, City of Glendale, Landfill Disposal Services

Discussion and possible action to approve an Intergovernmental Agreement with the City of Glendale for Landfill Disposal Services.

13R Intergovernmental Agreement, City of Phoenix, Processing Recyclable Materials

Discussion and possible action to approve an Intergovernmental Agreement with the City of Phoenix for processing recyclable materials.

14R Contract, Waste Management of Arizona, Solid Waste Disposal and Processing Recyclable Materials

Discussion and possible action to approve a contract with Waste Management of Arizona for solid waste disposal and processing recyclable materials.

15R Historic Preservation Master Plan

Discussion and possible action to approve and adopt **RES. 2012-02** establishing the updated Historic Preservation Master Plan as the guiding document for the City's historic preservation program.

16R City Council 2012 Meeting Schedule

Discussion and possible action to adopt **RES. 2012-01** approving the City Council meeting schedule of regular meetings, special meetings and study sessions for the 2012 calendar year.

17R Election of Vice Mayor

Discussion and possible action regarding the establishment of term of office, nomination and election of a Vice Mayor.

18R <u>Election of Mayor Pro Tem</u>

Discussion and possible action regarding the establishment of term of office, nomination and election of a Mayor Pro Tem to serve during the absence of both the Mayor and Vice Mayor.

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. 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. January Development Forum
    b. Summary of the 2nd Annual PACE (Positive Action thru Civic Engagement) Conference
    c. Council Subcommittee Update
    d. Palo Verde Ruins National Register Listing
    e. Regional Transit Jurisdictional Equity

Reports from City Council:
Reports from the Mayor:

ADJOURNMENT

<u>NOTE:</u> 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.*

PUBLIC NOTICE:

In addition to the City Council members noted above, one or more members of the City of Peoria Boards and Commissions may be present to observe the City Council meeting as noticed on this agenda.

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
December 6, 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; Susan Thorpe, Deputy City Manager; Steve Burg, Chief Assistant City Attorney; Wanda Nelson, City Clerk; Andy Granger, Engineering Director; Katie Gregory, Interim Management and Budget Director; Bo Larsen, Public Information Manager; Brent Mattingly, Finance Director; Roy Minter, Police Chief; Jeff Tyne, Interim Community Services Director; Linda Blas; 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

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Motion was made by Vice Mayor Carlat, seconded by Councilmember Pearson, 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 consultation with the City's attorneys concerning the City's position in discussions with the Seattle Mariners and San Diego Padres regarding contract renewals for the use of the Peoria Sports Complex, pursuant to A.R.S. § 38-431.03(A)(4).

STUDY SESSION AGENDA

Subjects for Discussion Only:

1. Impact Fees

Katie Gregory, Interim Management and Budget Director, provided an overview of the recent changes to legislation regarding Impact Fees. Ms. Gregory provided information regarding:

- Compliance with Senate Bill 1525
- Elimination of Solid Waste and General Government Impact Fees
- Parks, Trails and Open Space Fee Restrictions
- Library Impact Fee Restrictions
- Fire Fee Restrictions

2. State of the Arts

Jeff Tyne, Interim Community Services Director, provided an overview of arts in Peoria. Mr. Tyne provided information regarding:

- Percent for the Arts
- Art Selection
- Arts Grant Program
- Artistic Presence at Special Events
- School District Outreach Opportunities
- Arts and Cultural Master Plan Highlights

Andre Licardi, Cultural Arts Coordinator, provided an update on upcoming programming for the Art Gallery.

3. Arizona Broadway Theatre

Susan Daluddung, Deputy City Manager, provided an overview of the ground lease with the Arizona Broadway Theater. Ms. Daluddung provided information regarding:

- Cultural and Community Activities
- Start-up Challenges and Economic Downturn
- Payment Schedule for 25-year Ground Lease
- Options for Renegotiating Terms of the Current Lease Arrangement

Kiel Klaphake, Executive Producer of the Arizona Broadway Theatre, addressed Council to reiterate that the funds utilized to construct the building were from private investors and no

public funds were spent. Mr. Klaphake provided information on discussions with a consultant to develop a new business plan and be a successful non-profit theater.

The following individuals voiced their support of the staff recommendation to defer lease payments and renegotiate the terms of the current lease: Tom Eggleston, Warren Field, Barbara Field, James Rio, Virginia Norville, Terrill Norville, Kathy Knecht, John Sipple, Cassandra Klaphake, David Cox, Lowell Banford, Veronica Trauthwein, Hayden Keilman, Howard Abel, Macy Tryon, Jose Alfredo Mendez, Mystee June Turner, Tracy Williams, Barbara Wiswall, Pamela Karwan, Brad York, Kurtis Overby, Carol Ann Cox, Joseph Civello, and Alan Wren.

Constance McMillen urged Council to consider the economic impact to the City if the lease payments are renegotiated and the precedence that would be set.

Discussion ensued regarding deferring lease payments for a period of three months and renegotiating the terms of the current lease agreement.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:26 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 6th day of December, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of January, 2012.

(Seal)

_____

Wanda Nelson, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
December 6, 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 Evans led the Pledge of Allegiance.

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

Members Absent: None

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Susan Thorpe, Deputy City Manager; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; Andy Granger, Engineering Director; John Imig, 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, Police Chief; Claudia Lujan, Interim Human Resources Director; Stacy Irvine, Interim Fire Chief; Jeff Tyne, Interim Community Services Director; Corina Russo, Assistant to the City Manager; Linda Blas; Deputy City Clerk.

Audience: Approximately 30 members of the public were present.

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

PRESENTATION:

1. Recognition of Honorees Receiving City Manager Excellence Awards

Susan Thorpe, Deputy City Manager, announced that the winner of the Community Involvement Award was the PACE Planning Committee: Tracey Booth, Claudia Lujan, Lyman Locket, and Mindy Russell.

Ms. Thorpe announced that the winner of the Diversity Award was the Diversity Committee for designing and implementing the Diversity Film Series. Members of the Diversity Committee are: Blanca Armenta, Ben Arroyo, Michael Ashley, C.J. Blackwell, Barbara DeRuiter, Claudia Lujan, Brenda Urias, and Lyman Locket.

Carl Swenson, City Manager, announced that the Efficiency Award was presented to the Pavement Marking Crew: Mike Jones, Kelly Lehner, Robert Lucarini, Jaime Padron, Victor

Avina, Joe Anzar, Richard Marczyk, Joseph Stapleton, Juan Arreola, Juan Perdomo, Domingo Cadena, and Brandon Forrey.

Susan Daluddung, Deputy City Manager, announced that the winner of the Sustainability Award was presented to the planning team for the new Municipal Court building construction: Ed Striffler, Judge George Anagnost, Dan Davis, Brenda Jordan, Steve Burg, and Dan Lorti.

Mr. Swenson announced that Tim Eiden was the recipient of the Distinguished Service Award for implementation of the fire education program, community outreach and promoting the City of Peoria beyond the scope of his current job duties.

2. Maricopa Association of Governments, Salt Lake City Multimodal Transit System Tour

Marc Pearsall, Transit Planner for the Maricopa Association of Governments, provided a brief overview of the Utah Transit Authority multimodal transit system tour.

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

CONSENT – New Business:

1C Minutes

Approved the following:

Special Meeting and Study Session Minutes - November 15, 2011
Regular Meeting Minutes - November 15, 2011

2C Agreement, Barcelona Partners, LLC, Vistancia South, LLC, Concerning Repayment Zone RZST-0702

Approved Agreement of City of Peoria, Barcelona Partners, LLC, Vistancia South, LLC, to address the future of the Repayment Zone and Impact Fee Credits.

3C **Grant Acceptance, Grant In Kind, Arizona State Library, Archives and Public Records, Peoria Public Libraries**

Approved the acceptance of the Recipient Agreement of the Broadband Technology Opportunities Program Round 2 Grants and transfer ownership of two computers, monitors and printers from the Arizona State Library, Archives and Public Records to City of Peoria branch libraries. This request will address the increased demand by job seekers on local libraries as a local resource where patrons can utilize internet access to search for and/or apply for jobs and improve job related skills.

4C **Code Amendment, Chapter 9, Fire Prevention and Protection, Fireworks, Automatic Expiration Date**

ORDINANCE NO. 2011- 26

AN ORDINANCE OF THE CITY OF PEORIA MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING ORDINANCE NO. 2010-33 BY REPEALING SECTION 9 OF THE ORDINANCE IN ITS ENTIRETY; AND PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

Adopted **ORD. 2011-26** amending Chapter 9 of the Peoria City Code (1992 Edition) deleting the automatic expiration date pertaining to fireworks and declaring an emergency.

5C **Partial Assignment and Assumption, Annexation Agreement and Consent, City of Peoria, Johnson Bank and Empire Group, Four Parcels Located Northwest of Jomax and Dysart Roads**

Authorized a Partial Agreement and Assumption of Annexation Agreement and Consent for four Parcels located Northwest of Jomax and Dysart Roads.

6C **Assignment, Assumption and Transfer of Ownership, Cable Television Agreement, Qwest Broadband Services, Inc. and Century Link, Inc.**

Authorized an Assignment, Assumption and Transfer of the ownership of the Cable Television Agreement with Qwest Broadband Services, Inc. to Century Link, Inc.

7C **Final Plat, 107th Avenue and Olive Avenue (Express Car Wash)**

Approved a Final Plat of 107th Avenue and Olive Avenue, located on the southwest corner of 107th Avenue and Olive Avenue, subject to stipulations.

8C Comprehensive Annual Financial Report, Single Audit, and Management Letter for the Fiscal Year Ended June 30, 2011

Received and filed the Comprehensive Annual Financial Report, Single Audit, and Management Letter for the Fiscal Year Ended June 30, 2011

9C Memorandum of Understanding, U.S. Postal Inspection Service (USPIS), Peoria Police Department

(a) Authorized a Memorandum of Understanding between the Peoria Police Department and the U.S. Postal Inspection Service; and
(b) Approved a budget amendment of $30,000 from the Proposed Grants Contingency Account to the USPIS Fund Account to provide expenditure authority.

REGULAR AGENDA

NEW BUSINESS

10R PUBLIC HEARING - Liquor Licenses, Beauregard Food Co., located at 16041 North Arrowhead Fountain Center Drive and The Tasting Room, located at 28465 North Vistancia Boulevard #103

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 Beauregard Food Co., located at 16041 North Arrowhead Fountain Center Drive, Randy D. Nations, Applicant, LL#20003355;
b) A Person to Person Transfer for an On-Sale Beer and Wine Liquor License (Series 07) for The Tasting Room located at 28465 North Vistancia Boulevard #103, Nancy B. Fitzgerald, Applicant, LL#20003200; and
c) A New Wine and Beer Liquor License (Series 10) for The Tasting Room located at 28465 North Vistancia Boulevard #103, Nancy B. Fitzgerald, Applicant, LL#20003200.

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

COUNCIL ACTION:

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

a) A New Restaurant Liquor License (Series 12) for Beauregard Food Co., located at 16041 North Arrowhead Fountain Center Drive, Randy D. Nations, Applicant, LL#20003355;
b) A Person to Person Transfer for an On-Sale Beer and Wine Liquor License (Series 07) for The Tasting Room located at 28465 North Vistancia Boulevard #103, Nancy B. Fitzgerald, Applicant, LL#20003200; and
c) A New Wine and Beer Liquor License (Series 10) for The Tasting Room located at 28465 North Vistancia Boulevard #103, Nancy B. Fitzgerald, Applicant, LL#20003200.

Upon vote, the motion carried unanimously 7 to 0.

11R PUBLIC HEARING - General Plan Amendment, Land Use Map, Land Use Element, Growth Areas Element, North Valley Specific Area Plan, Sports Complex Mixed Use

RESOLUTION NO. 2011-115

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA REPEALING THE NORTH VALLEY SPECIFIC AREA PLAN AND AMENDING THE LAND USE ELEMENT, THE LAND USE MAP AND THE GROWTH AREAS ELEMENT OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

Staff Report/Public Comment:

Ed Boik, Planner, reported on the request to amend the General Plan by repealing the North Valley Specific Area Plan, amending the Land Use Element and the Growth Areas Element, and amending the General Plan Land Use Map by re-designating approximately 570 gross acres located south of Bell Road, north of Skunk Creek, east of Loop-101, and west of 73rd Avenue from Regional Commercial, Community Commercial and Public/Quasi-Public to Sports Complex Mixed Use.

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to amend the General Plan by repealing the North Valley Specific Area Plan, amending the Land Use Element and the Growth Areas Element, and amending the General Plan Land Use Map by re-designating approximately 570 gross acres located south of Bell Road, north of Skunk Creek, east of Loop-101, and west of 73rd Avenue from Regional Commercial, Community Commercial and Public/Quasi-Public to Sports Complex Mixed Use.

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

COUNCIL ACTION:

Motion was made by Councilmember Evans, seconded by Councilmember Aames, to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2011-115** approving an amendment to the General Plan by repealing the North Valley Specific Area Plan, amending the Land Use Element and the Growth Areas Element, and amending the General Plan Land Use Map by re-designating approximately 570 gross acres located south of Bell Road, north of Skunk Creek, east of Loop-101, and west of 73rd Avenue from Regional Commercial, Community Commercial and Public/Quasi-Public to Sports Complex Mixed Use.

Upon vote, the motion carried unanimously 7 to 0.

12R PUBLIC HEARING - General Plan Amendment, Land Use Map, Crossings at Arrowhead

RESOLUTION NO. 2011-116

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE MUNICPAL PLANNING BOUNDARY AREA AND THE LAND USE MAP OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

Staff Report/Public Comment:

Ed Boik, Planner, reported on the request to amend the municipal planning area boundary to include a recently annexed 16 acre parcel; and exclude a recently deannexed 4 acre parcel; and recognize the 16 acre annexed parcel as High-Density Residential (15+ du/ac, target 18 du/ac) and the portion of the parcel within the New River as Water, as illustrated

on the voter-ratified 2010 General Plan Land Use Map. The affected area is generally located at the SWC of Beardsley Road and the Loop 101.

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to amend the municipal planning area boundary to include a recently annexed 16 acre parcel; and exclude a recently deannexed 4 acre parcel; and recognize the 16 acre annexed parcel as High-Density Residential (15+ du/ac, target 18 du/ac) and the portion of the parcel within the New River as Water, as illustrated on the voter-ratified 2010 General Plan Land Use Map. The affected area is generally located at the SWC of Beardsley Road and the Loop 101.

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

COUNCIL ACTION:

Motion was made by Councilmember Rivero, seconded by Vice Mayor Carlat, to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2011-116** approving an amendment to the General Plan Land Use Map by amending the Municipal Planning Boundary Area and designating approximately 16 gross acres located south of Beardsley Road and east of 81st Avenue as High Density Residential (15+ du/ac, target 18 du/ac) and Water.

Upon vote, the motion carried unanimously 7 to 0.

13R PUBLIC HEARING - General Plan Amendment, Chapter 14 Plan Administration, Major General Plan Amendment and Notification Criteria

RESOLUTION NO. 2011-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE PLAN ADMINISTRATION ELEMENT OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

Staff Report/Public Comment:

Chris Jacques, Planning and Community Development Director, reported on the request to amend Chapter 14 Plan Administration of the General Plan by amending the Major General Plan Amendment and notification criteria.

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to amend Chapter 14 Plan Administration of the General Plan by amending the Major General Plan Amendment and notification criteria.

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

COUNCIL ACTION:

Motion was made by Vice Mayor Carlat, seconded by Councilmember Aames, to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2011-117** approving an amendment to Chapter 14 Plan Administration of the General Plan regarding the criteria used for amending the General Plan, notification of amendments and plan implementation. (GPA 11-0008)

Upon vote, the motion carried unanimously 7 to 0.

14R PUBLIC HEARING - General Plan Amendment, General Plan Circulation Element Text and Map Revisions

RESOLUTION NO. 2011-121

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE CIRCULATION ELEMENT OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

Staff Report/Public Comment:

Shawn Kreuzwiesner, Utilities Engineering Manager, reported on the request to amend the General Plan Circulation Element, including the Circulation Plan Map pertaining to the City's transportation systems. (GPA 11-0004)

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to amend the General Plan Circulation Element, including the Circulation Plan Map pertaining to the City's transportation systems. (GPA 11-0004)

Joe McCord addressed Council concerning Beardsley Road once the new truck route is opened.

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

COUNCIL ACTION:

Motion was made by Vice Mayor Carlat, seconded by Councilmember Aames, to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2011-121** amending the General Plan Circulation Element, including the Circulation Plan Map pertaining to the City's transportation systems. (GPA 11-0004)

Upon vote, the motion carried unanimously 7 to 0.

15R PUBLIC HEARING - General Plan Amendment, Land Use Element, Saddleback Heights Specific Area Plan, State Route 74, 123rd Avenue and 163rd Avenue

RESOLUTION NO. 2011-118

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA APPROVING A MAJOR SPECIFIC AREA PLAN AMENDMENT FOR THE SADDLEBACK HEIGHTS MASTER PLANNED COMMUNITY (FORMERLY GPA 01-05) LOCATED SOUTH OF SR 74 GENERALLY BETWEEN 123RD AVENUE AND 163RD AVENUE WITHIN THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

Staff Report/Public Comment:

Adam Pruett, Senior Planner, reported on the request to amend an existing Specific Area Plan and Chapter 2 Land Use Map of the General Plan by amending the Saddleback Heights Specific Area Plan.

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to amend an existing Specific Area Plan and Chapter 2 Land Use Map of the General Plan by amending the Saddleback Heights Specific Area Plan.

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

COUNCIL ACTION:

Motion was made by Vice Mayor Carlat, seconded by Councilmember Aames, to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2011-118** approving an amendment to the existing Specific Area Plan for approximately 5,296 gross acres of property, generally located between 123rd Avenue and 163rd Avenue south of State Route 74. (GPA 11-0009)

Upon vote, the motion carried unanimously 7 to 0.

16R PUBLIC HEARING - General Plan Amendment, Land Use Map, Arizona State Trust Land, Loop 303 Freeway

RESOLUTION NO. 2011-120

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE MAP OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

Staff Report/Public Comment:

Rob Gubser, Senior Planner, reported on the request to amend the General Plan Land Use Map by altering various land use designations for approximately 512 acres of Arizona State Trust Land and 37 acres private land in the area between the alignments of Dysart Road (west), Jomax Road (north), 115th Avenue (east) and the Loop 303 Freeway (south).

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to amend the General Plan Land Use Map by altering various land use designations for approximately 512 acres of Arizona State Trust Land and 37 acres private land in the area between the alignments of Dysart Road (west), Jomax Road (north), 115th Avenue (east) and the Loop 303 Freeway (south).

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

COUNCIL ACTION:

Motion was made by Councilmember Aames, seconded by Councilmember Rivero, to concur with the Planning and Zoning Commission's recommendation and adopt

RES. 2011-120 approving an amendment to the General Plan Land Use Map by altering various land use designations for approximately 512 acres of Arizona State Trust Land and 37 acres private land in the area between the alignments of Dysart Road (west), Jomax Road (north), 115th Avenue (east) and the Loop 303 Freeway (south).

Upon vote, the motion carried unanimously 7 to 0.

17R PUBLIC HEARING - General Plan Amendment, Land Use Plan, Peoria Lakes Specific Area Plan

RESOLUTION NO. 2011-119

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA APPROVING THE PEORIA LAKES SPECIFIC AREA PLAN AND AMENDING THE LAND USE PLAN OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

Staff Report/Public Comment:

Chris Jacques, Planning and Community Development Director, reported on the request to amend the General Plan under Planning and Community Development Case No. GPA11-0012, a Major Amendment to the General Plan, and amending the Land Use Plan of the Peoria Lakes Specific Area Plan.

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to amend the General Plan under Planning and Community Development Case No. GPA11-0012, a Major Amendment to the General Plan, and amending the Land Use Plan of the Peoria General Plan for the City of Peoria.

Joe McCord requested a presentation on the General Plan Amendment be made to the Maricopa County Mining Board at its meeting to be held on January 10, 2012.

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

COUNCIL ACTION:

Motion was made by Vice Mayor Carlat, seconded by Councilmember Aames, to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2011-119** amending the General Plan under Planning and Community Development Case GPA11-

0012, a Major Amendment to the General Plan that adopts the Peoria Lakes Specific Area Plan.

Upon vote, the motion carried unanimously 7 to 0.

18R PUBLIC HEARING: General Plan Amendment, Old Town Specific Area Plan

RESOLUTION NO. 2011-114

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE PEORIA GENERAL PLAN BY RECINDING THE CENTRAL PEORIA REVITALIZATION PLAN SPECIFIC AREA PLAN AND REPLACING IT WITH THE OLD TOWN SPECIFIC AREA PLAN; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

Staff Report/Public Comment:

Melissa Sigmund, Planner, reported on the request to amend the General Plan under Planning and Community Development case number GPA11-0002, a Major Amendment to the General Plan that rescinds the Central Peoria Revitalization Plan Specific Area Plan and replaces it with the Old town Specific Area Plan.

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to amend the General Plan under Planning and Community Development case number GPA11-0002, a Major Amendment to the General Plan that rescinds the Central Peoria Revitalization Plan Specific Area Plan and replaces it with the Old town Specific Area Plan.

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

COUNCIL ACTION:

Motion was made by Councilmember Rivero, seconded by Vice Mayor Carlat, to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2011-114** amending the General Plan under Planning and Community Development Case GPA11-0002, a Major Amendment to the General Plan that rescinds the Central Peoria Revitalization Plan Specific Area Plan and replaces it with the Old Town Specific Area Plan.

Upon vote, the motion carried unanimously 7 to 0.

19R PUBLIC HEARING - Code Amendment, Chapter 14, Parking Requirements, Parking Canopy Height Regulations

ORDINANCE NO. 2011-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 14 OF THE PEORIA CITY CODE (1977 EDITION), BY AMENDING Article 14-23-3 "PARKING REQUIREMENTS" OF THE PEORIA ZONING ORDINANCE; PROVIDING FOR SEPARABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Report/Public Comment:

Chris Jacques, Planning and Community Development Director, reported on the request to amend Chapter 14 of the Peoria City Code (1977 Edition) to modify parking canopy height regulations.

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the request to amend Chapter 14 of the Peoria City Code (1977 Edition) to modify parking canopy height regulations.

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

COUNCIL ACTION:

Motion was made by Councilmember Evans, seconded by Councilmember Aames to adopt **ORD. 2011-25** amending Chapter 14 of the Peoria City Code (1977 Edition), amending Article 14-23 pertaining to parking canopy height regulations.

Upon vote, the motion carried unanimously 7 to 0.

20R Code Amendment, Chapter 20, Planning and Development, Development Fees

ORDINANCE NO. 2011-28

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 20 OF THE PEORIA CITY CODE (1992) BY AMENDING TABLES

20-53 (a); 20-53(b) and 20-53(c) PERTAINING TO DEVELOPMENT FEES AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Steve Kemp, City Attorney, reported on the proposed amendments to Chapter 20 of the Peoria City Code pertaining to General Government, Trails and Open Space Development Fees in order to comply with recent State legislation.

Motion was made by Vice Mayor Carlat, seconded by Councilmember Leone, to adopt **ORD. 2011-28** amending Chapter 20 of the Peoria City Code (1992 Edition) pertaining to General Government, Trails and Open Space Development Fees.

Upon vote, the motion carried unanimously 7 to 0.

21R Code Amendment, Chapter 22, Solid Waste, Development Fees

ORDINANCE NO. 2011-27

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 22 OF THE PEORIA CITY CODE (1992) BY REPEALING SECTION 22-21 AND SECTION 22-22 PERTAINING TO SOLID WASTE DEVELOPMENT FEES; AND BY REPEALING TABLE SECTION 22-22A AND TABLE 22-22(A) (2) PERTAINING TO SOLID WASTE DEVELOPMENT FEES AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Steve Kemp, City Attorney, provided an overview of the proposed amendments to Chapter 22 of the Peoria City Code which repeals Section 22-21 and Section 22-22 pertaining to Solid Waste Development Fees.

Motion was made by Councilmember Pearson, seconded by Councilmember Rivero, to adopt **ORD. 2011-27** amending Chapter 22 of the Peoria City Code (1992 Edition) repealing Section 22-21 and Section 22-22 pertaining to Solid Waste Development Fees.

Upon vote, the motion carried unanimously 7 to 0.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

None.

Reports from the City Manager:

1. Council Calendar
2. 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 packets contain information related to the following items:

a. Council Subcommittees
b. International City/County Management Association Center for Performance Management Certificate of Excellence Award

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone encouraged citizens to attend the farmers' market at Osuna Park beginning January 29, 2012 and Mama's Organic Market every third Saturday of the month at Park West.

Councilmember Aames announced he is a member of the Site Council at Skyview Elementary. Councilmember Aames announced that the Festival of Cheer will be held at the Sports Complex on Saturday, December 10th.

Councilmember Rivero expressed his appreciation to the staff for the successful holiday festival in Oldtown on December 2nd. Councilmember Rivero reminded parents of Ira Murphy Elementary School students to attend the Parent's Night Out event on December 15th.

Councilmember Evans reminded citizens about the "Shop with a Cop" event to be held on Saturday, December 10th at the Target store at Happy Valley Road and Lake Pleasant Parkway. Councilmember Evans stressed the importance of giving back to the community and reaching out to others during the holiday season.

Vice Mayor Carlat discussed the "Shop with a Cop" event and urged citizens to attend this charitable event.

Reports from the Mayor:

Mayor Barrett wished everyone a very Merry Christmas and a safe and Happy New Year.

CALL TO THE PUBLIC: (NON-AGENDA ITEMS)

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:45 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 6th day of December, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of January, 2012.

(Seal)

_____
Wanda Nelson, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
IRONWOOD CONFERENCE ROOM
December 12, 2011

A **Special Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:04 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; Steve Kemp, City Attorney; Wanda Nelson, City Clerk; John Shannon, Consultant.

Audience: No 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.

CONSENT – New Business:

1C Authorization to Hold an Executive Session

Pursuant to A.R.S. § 38-431.03.A.1: Authorized the holding of an Executive Session for the purpose of discussion or consideration of assignment, appointment, promotion, or salary of a public officer or appointee pertaining to the evaluation process and performance review of the City Manager.

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

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:05 p.m.

_____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting of the City Council of Peoria, Arizona held on the 12th day of December, 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 3rd day of January, 2012.

(Seal)

_____
Wanda Nelson, City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 2C

Date Prepared: November 23, 2011 **Council Meeting Date: January 3, 2012**

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning & Community Development Director

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

SUBJECT: ANX 11-0002 - Regynski Annexation

Purpose:

This is a request for the City Council to adopt an Ordinance approving the annexation of approximately 1.23 acres of privately owned property located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane.

Background/Summary:

The City of Peoria is initiating a request on behalf of the property owners, Jerry and Mavis Regynski, for annexation of approximately 1.23 acres of privately owned property located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane. The owners of this property also own the approximately 3.01 acre parcel immediately to the east of the parcel in question, which is already incorporated into the City. The subject property is more specifically depicted in the legal description and maps attached to this report (Exhibits 1-3). The property is contiguous to the City's jurisdictional boundaries, lies within the City's Planning Area (General Plan) and is in conformance with the adopted annexation policy. Upon future development, the properties can be served by existing water and sewer infrastructure located within the Lake Pleasant Parkway right-of-way. Additionally, the area can be adequately provided with police and fire protection.

The annexation process pursuant to A.R.S. §9-471 is briefly described below:

(a) Filing of blank petition with County Recorder by the City opens up a thirty (30) day waiting period to discuss the proposal – **COMPLETED**
(b) The City must then hold a public hearing (no action) to discuss the proposal within the waiting period – **COMPLETED; Public Hearing held September 20, 2011.**
(c) At the conclusion of the 30-day waiting period, the municipality has up to 1-year to collect signatures satisfying the annexation "test." – **COMPLETED**
(d) The City holds a final meeting to consider and take action on the annexation request – **CITY COUNCIL (1/3/12)**

(e) The annexation is effective 30 days upon adoption of the ordinance.

Under State Statute, a successful annexation requires the completion of a petition with (a) signatures of owners of one-half or more in value of the real and personal property; and (b) more than one-half of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation. This annexation case involves only one parcel, owned by Jerry and Mavis Regynski. Mr. and Mrs. Regynski have completed a signed petition, thereby satisfying the above requirements, as they own 100% of the property that would be subject to taxation, which is also 100% of the assessed value of the property subject to taxation.

Previous Actions:

The initial public hearing was held by the City Council on September 20, 2011. Pursuant to A.R.S. §9-471, no action was taken. There were no speakers or council discussion on the item.

Options:

A: Adopt the Annexation Ordinance through the second of two City Council meetings.
B: Do not adopt the Annexation Ordinance and allow the subject property to remain in the County.

Staff's Recommendation:

Adopt the Annexation Ordinance approving the annexation of approximately 1.23 acres located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane.

Fiscal Analysis:

This request will not generate any direct budgetary impacts. However, as newly annexed territory, the City would assume operational costs associated with the provision and maintenance of services for public safety, transportation, recreation, and general governance and would be the beneficiary of new property tax revenues.

Narrative:

The property is vacant and undeveloped. It is currently zoned Rural-43 in the County, which retains a suburban/rural, one-acre lot minimum character. The Peoria General Plan Land Use designation is Residential Estate (0-2 du/ac, target of 1 du/ac). A City-initiated request (Z11-0009) to assign equivalent zoning (per state mandate) of Suburban Ranch District, SR-43, will follow upon successful annexation.

An application is currently pending City Council approval for an amendment to the General Plan Land Use Map (GPA11-0014) to change the designation of this parcel and an adjacent parcel to Residential/Medium (5-8 du/ac). A concurrent Rezoning application (Z11-0003) to Planned Area Development (PAD) zoning on these two parcels is also pending, and may be approved by Council after the initial zoning has been approved. The PAD zoning would support the proposed development of a skilled nursing and assisted living facility with associated independent living units.

Exhibit(s):

Exhibit 1: Legal Description (Written)
Exhibit 2: Legal Description (Exhibit)
Exhibit 3: Aerial/Location Map
Exhibit 4: Signed Petition
Exhibit 5: Draft Ordinance

Contact Name and Number: Melissa Sigmund, Planner, x 7603

Exhibit 1

EXHIBIT A
REGYNSKI PARCEL
MARICOPA COUNTY, ARIZONA
(APN #201-08-047J)

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT BASE AND MERIDIAN, MARICOPA COUNTY, MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, FROM WHICH THE EAST QUARTER CORNER BEARS NORTH 00°15’48” WEST, FOR A DISTANCE OF 2639.63 FEET;

THENCE NORTH 00°15’48” WEST, ALONG THE EAST LINE OF SAID SECTION 8, FOR A DISTANCE OF 1649.77 FEET;

THENCE NORTH 89°17’36” WEST, FOR A DISTANCE OF 170.32 FEET TO A POINT ON THE WESTERLY 75.00 FEET OF RIGHT OF WAY FOR LAKE PLEASANT ROAD AS SECRIBED IN THE RECORDS OF MARICOPA COUNTY WITHIN DOCUMENT NUMBER 2005-0435930;

THENCE CONTINUING NORTH 89°17’36” WEST, FOR A DISTANCE OF 352.07 FEET TO THE SOUTHEAST CORNER OF SAID REGYNSKI PARCEL; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID REGYNSKI PARCEL AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°17’36” WEST FOR A DISTANCE OF 160.44 FEET TO THE SOUTHWESTERN CORNER OF SAID REGYNSKI PARCEL;

THENCE NORTH 00°31’54” WEST FOR A DISTANCE OF 330.03 FEET TO THE NORTHWEST CORNER OF SAID REGYNSKI PARCEL;

THENCE SOUTH 89°17’22” EAST 177.90’ TO THE NORTHEASTERN CORNER OF SAID REGYNSKI PARCEL;

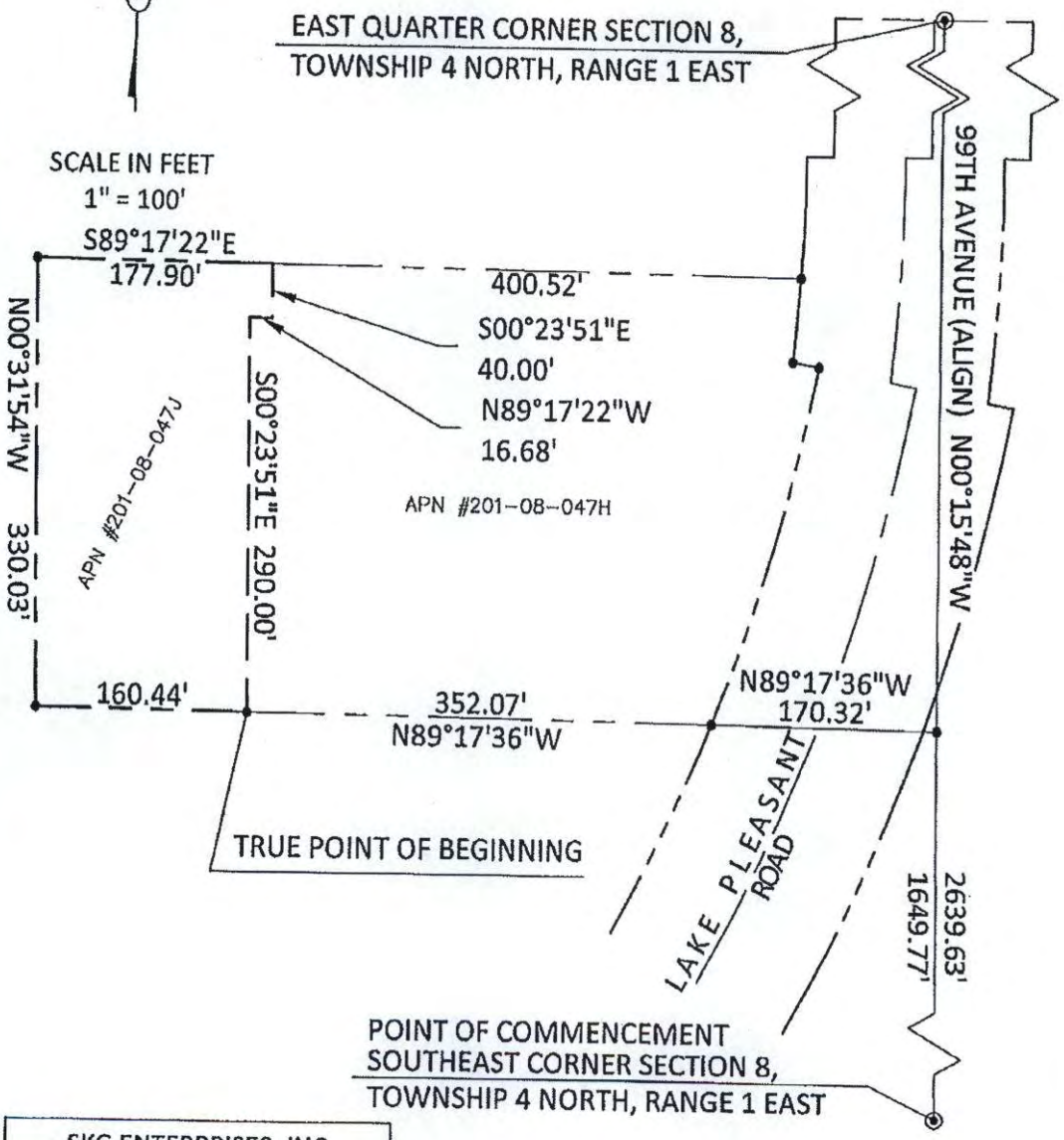
THENCE SOUTH 00°23’51” EAST FOR A DISTANCE OF 40 FEET;

THENCE NORTH 89°17’22” WEST FOR A DISTANCE OF 16.68 FEET;

THENCE SOUTH 00°23’51” EAST FOR A DISTANCE OF 290.00 FEET TO THE SOUTHWESTERN CORNER OF SAID REGYNSKI PARCEL, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

EXHIBIT 2

EXHIBIT "B"
REGYNSKI PARCEL
MARICOPA COUNTY, ARIZONA
(APN #201-08-047J)

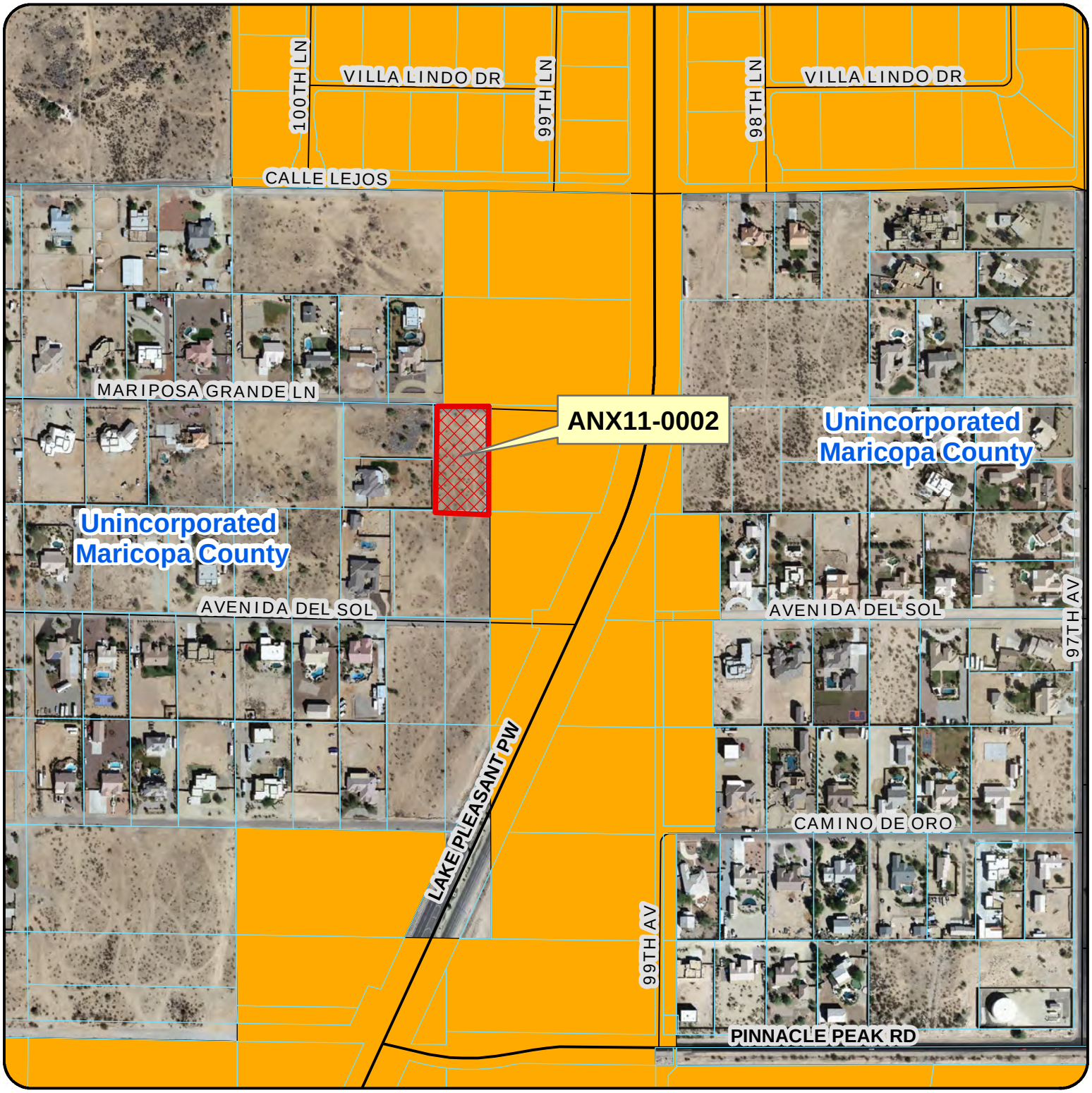


SKG ENTERPRISES, INC.
9260 EAST RAINTREE DRIVE
SUITE 140
SCOTTSDALE, ARIZONA 85260
PH) 480.998.5600
FAX) 480.998.5603
EMAIL) INFO@SKGAZ.COM

RECEIVED
JUL 2011
ANX11-0002
1

Aerial/Location Map

EXHIBIT 3



W/O SWC Lake Pleasant Parkway &Mariposa Grande Ln.

ANX11-0002 Regynski
APN 201-08-047J

Existing Peoria Corporate Limits

EXHIBIT 4

BEFORE THE PEORIA CITY COUNCIL

PETITION FOR ANNEXATION
ANX 11-0002

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA:

We the undersigned are the owner(s) of one-half (½) or more in value of the real and personal property and more than one-half (½) of the person(s) owning real and personal property that would be subject to taxation by the City of Peoria in the event of annexation within the territory proposed to be annexed. The exterior boundaries of the territory to be annexed, being contiguous to the corporate limits of the City of Peoria, are identified in the legal description and map attached hereto and marked as Exhibit "A" and Exhibit "B" and made a part hereof. We, the undersigned, request that the City of Peoria annex the following described territory, provided that the requirements of ARS Section 9-471, Arizona Revised Statutes, and amendments thereto, are fully observed.

The description of the territory proposed to be annexed that is not already within the present limits of the City of Peoria and is located in Maricopa County, Arizona is as follow:

See Exhibit "A" and Exhibit "B"

PARCEL NUMBER: **201-08-047J**

(Please provide us with your parcel number, it is the same number as the Tax Parcel ID)

MAILING ADDRESS: 1300 S. Kimball St.

Mitchell, S.D. 57301

[redacted] PHONE NUMBER:

Jerry Regynski
YOUR NAME (PLEASE PRINT)

[redacted]
YOUR SIGNATURE

Mavis Regynski
YOUR NAME (PLEASE PRINT)

[redacted]
YOUR SIGNATURE

9/30/11
DATE

ORDINANCE NO. 2012-01

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.

WHEREAS, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the City of Peoria, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Peoria in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Peoria, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Peoria, and to extend and increase the corporate limits of the City of Peoria so as to embrace the same; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, are desirous of complying with said petition and extending and increasing the corporate limits of the City of Peoria to include said territory; and

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Peoria, and had attached thereto at all times an accurate map to the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and

WHEREAS, none of the land in the area proposed to be annexed consists of Arizona State Trust Land and therefore no approval of the State Land Commissioner and State Selection Board is required; and

WHEREAS, the provisions of Sections 9-471, Arizona Revised Statutes, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Peoria, Arizona, together with a true and

correct copy of the original petition referred to herein, which is on file in the office of the county recorder.

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

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Peoria, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City limits, to wit:

See EXHIBIT "A" to this Ordinance

SECTION 2. Upon Annexation, the property shall be placed in the Willow District for purposes of Council Elections.

SECTION 3. That a copy of this ordinance, together with an accurate maps of the territory hereby annexed to the City of Peoria, certified by the Mayor of said city and attached as EXHIBIT "B" to this Ordinance, be forthwith filed and recorded in the office of the County Recorder of Maricopa County, Arizona.

SECTION 4. This ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 3rd day of January, 2012.

_____
Bob Barrett, Mayor

_____
Date Signed

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Publication Dates: January 6 and January 13, 2012
Effective Date: _____

EXHIBIT A
REGYNSKI PARCEL
MARICOPA COUNTY, ARIZONA
(APN #201-08-047J)

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT BASE AND MERIDIAN, MARICOPA COUNTY, MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, FROM WHICH THE EAST QUARTER CORNER BEARS NORTH 00°15’48” WEST, FOR A DISTANCE OF 2639.63 FEET;

THENCE NORTH 00°15’48” WEST, ALONG THE EAST LINE OF SAID SECTION 8, FOR A DISTANCE OF 1649.77 FEET;

THENCE NORTH 89°17’36” WEST, FOR A DISTANCE OF 170.32 FEET TO A POINT ON THE WESTERLY 75.00 FEET OF RIGHT OF WAY FOR LAKE PLEASANT ROAD AS SECRIBED IN THE RECORDS OF MARICOPA COUNTY WITHIN DOCUMENT NUMBER 2005-0435930;

THENCE CONTINUING NORTH 89°17’36” WEST, FOR A DISTANCE OF 352.07 FEET TO THE SOUTHEAST CORNER OF SAID REGYNSKI PARCEL; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID REGYNSKI PARCEL AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°17’36” WEST FOR A DISTANCE OF 160.44 FEET TO THE SOUTHWESTERN CORNER OF SAID REGYNSKI PARCEL;

THENCE NORTH 00°31’54” WEST FOR A DISTANCE OF 330.03 FEET TO THE NORTHWEST CORNER OF SAID REGYNSKI PARCEL;

THENCE SOUTH 89°17’22” EAST 177.90’ TO THE NORTHEASTERN CORNER OF SAID REGYNSKI PARCEL;

THENCE SOUTH 00°23’51” EAST FOR A DISTANCE OF 40 FEET;

THENCE NORTH 89°17’22” WEST FOR A DISTANCE OF 16.68 FEET;

THENCE SOUTH 00°23’51” EAST FOR A DISTANCE OF 290.00 FEET TO THE SOUTHWESTERN CORNER OF SAID REGYNSKI PARCEL, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

CERTIFICATION OF MAP

SEE ATTACHED EXHIBIT "B"

I, Bob Barrett, Mayor of the City of Peoria, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under any by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. 2012-01, annexing the territory described in Ordinance No. 2012-01 and as shown on said map as a part of the territory to be included within the corporate limits of the City of Peoria, Arizona.

_____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

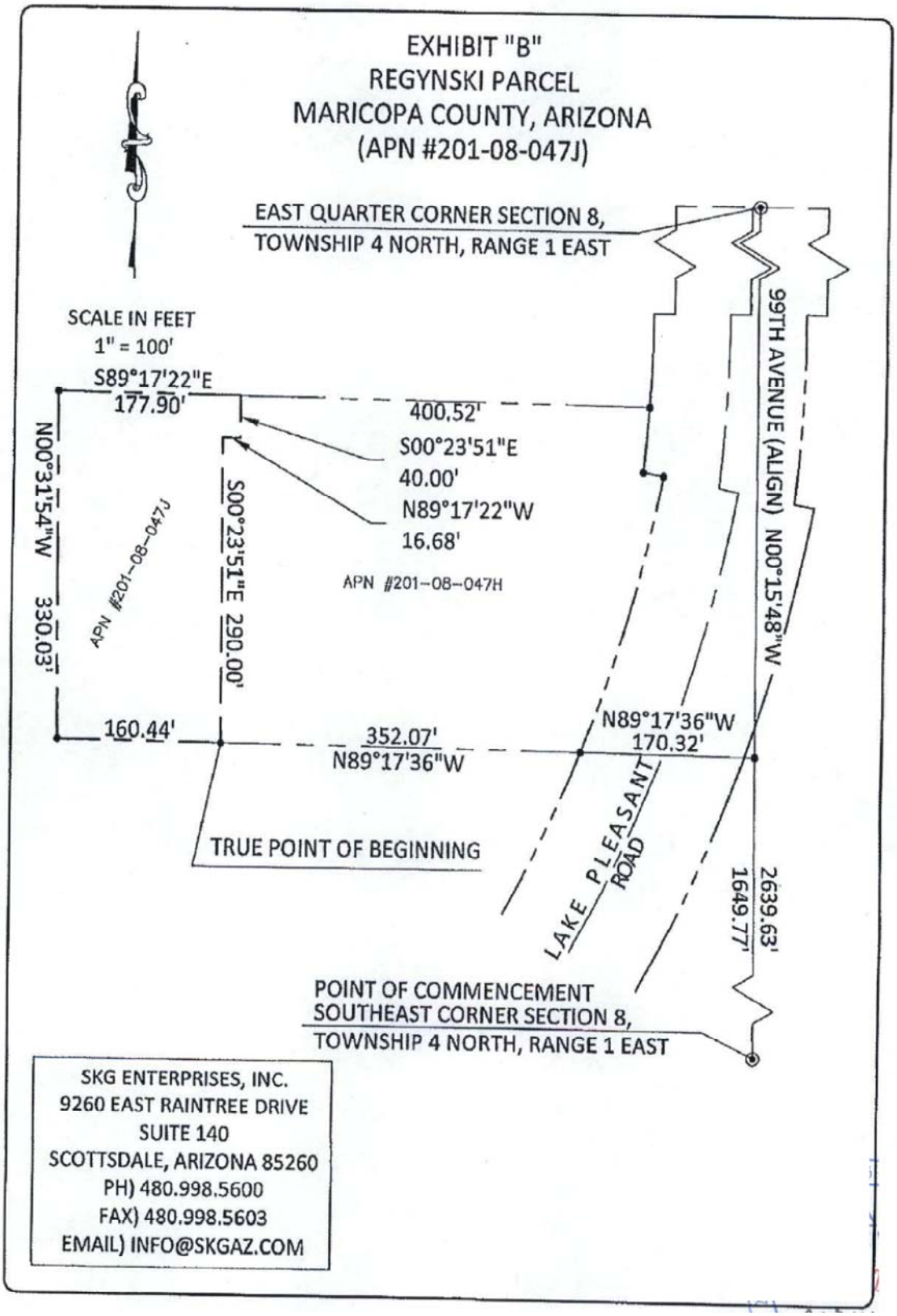


EXHIBIT "B"
REGYNSKI PARCEL
MARICOPA COUNTY, ARIZONA
(APN #201-08-047J)
EAST QUARTER CORNER SECTION 8,
TOWNSHIP 4 NORTH, RANGE 1 EAST
SCALE IN FEET
1" = 100'
S89°17'22"E
177.90'
400.52'
S00°23'51"E
40.00'
N89°17'22"W
16.68'
APN #201-08-047H
99TH AVENUE (ALIGN) N00°15'48"W
N00°31'54"W 330.03'
APN #201-08-047J
S00°23'51"E 290.00'
160.44'
352.07'
N89°17'36"W
N89°17'36"W
170.32'
TRUE POINT OF BEGINNING
LAKE PLEASANT ROAD
2639.63'
1649.77'
POINT OF COMMENCEMENT
SOUTHEAST CORNER SECTION 8,
TOWNSHIP 4 NORTH, RANGE 1 EAST
SKG ENTERPRISES, INC.
9260 EAST RAINTREE DRIVE
SUITE 140
SCOTTSDALE, ARIZONA 85260
PH) 480.998.5600
FAX) 480.998.5603
EMAIL) INFO@SKGAZ.COM

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 3C

Date Prepared: November 22, 2011 **Council Meeting Date: January 3, 2012**

TO: Carl Swenson, City Manager

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

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

SUBJECT: Z11-0009 – Initial Zoning Regynski

Purpose:

This is a request for City Council to consider a request to establish initial zoning of Suburban Ranch, SR-43 on approximately 1.23 acres of recently annexed and privately-owned land generally located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane, pursuant to state annexation statutes.

Background/Summary:

The subject land is an approximately 1.23 acre property located at west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane. This Annexation request has the support of the property owner and is also on the January 3, 2012 City Council Agenda for action.

Pursuant to A.R.S. §9-471.D and Section 14-4-3 of the Peoria City Code, the City must begin the process of assigning City zoning to the annexed property within six (6) months following the official adoption of the annexation.

Per State Statute, the initial corresponding zoning shall not permit densities and uses more intense than those permitted by the County prior to the annexation. The property is currently zoned Maricopa County Rural-43, which retains a suburban/rural, one-acre lot minimum character. The closest City of Peoria zoning category to the Maricopa County Rural-43 zoning district is City of Peoria Suburban Ranch, SR-43. This request is consistent with the State Statute.

An application is currently pending City Council approval for an amendment to the General Plan Land Use Map to change the designation of this parcel and an adjacent parcel to Residential/Medium (5-8 du/ac). A concurrent Rezoning application to Planned Area Development (PAD) zoning on these two parcels is pending, and Council may take action on that application after this initial zoning request has been approved. The PAD zoning would

support the proposed development of a skill nursing and assisted living facility with associated independent living units.

Previous Actions:

A public hearing was held for this item at the December 15, 2011 Planning and Zoning Commission Meeting.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or
D: Continue action to a date certain or indefinitely; or
E: Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's December 15, 2011 recommendation to approve Case Z11-0009.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, the Council may take action on the pending Chateau Sous Le Soliel PAD rezoning case associated with this property.

Exhibit(s):

Exhibit 1: December 15, 2011 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 2: Draft Ordinance

Contact Name and Number: Melissa Sigmund, Planner, x 7603

REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 11-0009

DATE: December 15, 2011

AGENDA ITEM: 6R

Applicant: City of Peoria

Request: Establish initial zoning for approximately 1.23 acres of property from Maricopa County Rural-43 District to City of Peoria Suburban Ranch (SR-43) District pursuant to state annexation statutes.

Proposed Development: The rezoning is required by state statute following annexation.

Location: The site is generally located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane. (Assessor Parcel Number 201-08-047J).

Site Acreage: 1.23 gross acres

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

Recommendation: **Approve**

AREA CONTEXT

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Vacant**	**Estate Residential (0-2 du/ac, target 1 du/ac)**	**Rural-43, Maricopa County**
North	Mariposa Grande Dr., then Vacant	Estate Residential (0-2 du/ac, target 1 du/ac)	Suburban Ranch, SR-43
South	Vacant	Estate Residential (0-2 du/ac, target 1 du/ac)	Rural-43, Maricopa County
East	Vacant	Estate Residential (0-2 du/ac, target 1 du/ac)	SR-43, Suburban Ranch
West	Vacant, single family residence	Estate Residential (0-2 du/ac, target 1 du/ac)	Rural-43, Maricopa County

Annexation and Case History

1. The site is currently undergoing annexation into the City with support of the property owner (Case ANX11-0002). The City Council held its initial Public Hearing for ANX11-0002 on September 20, 2011. A signed petition was received from the property owner and accordingly, the case is scheduled to come before City Council for approval on January 3, 2012.

PROJECT DESCRIPTION

Site and Project Details

2. The subject area is a 1.23 gross acres parcel located west of the southwest corner of Lake Pleasant Parkway and Mariposa Grande Drive.

3. This parcel is vacant. It is part of a larger 4.8 gross acre site that is the subject of a request for a General Plan Amendment to change the Land Use designation of the property from Estate/Residential (0-2 du/ac) to Residential/Medium (5-8 du/ac). A privately initiated Rezoning application (Z11-0003) has also been submitted to rezone the same property to the Chateau Sous Le Soliel Planned Area Development (PAD). The Chateau Sous Les Soliel PAD would support the development of a skilled nursing and assisted living facility with associated independent living units on the property. Both cases were heard by the Planning and Zoning Commission on November 17, 2011 and were recommended for approval.

DISCUSSION AND ANALYSIS

4. Pursuant to A.R.S. §9-471.D and Section 14-4-3 of the Peoria City Code, the City must begin the process of assigning City zoning to the annexed property within six (6) months following the official adoption of the annexation.

5. Per State Statute, the initial corresponding zoning shall not permit densities and uses more intense than those permitted by the County prior to the annexation. The closest City of Peoria zoning category to the Maricopa County Rural-43 zoning district is City of Peoria Suburban Ranch, SR-43. This request is consistent with the State Statute.

Public Notice

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

FINDINGS AND RECOMMENDATION

7. Based on the following findings:

- The initial zoning request is mandated by the State Laws on annexation of properties into a municipal jurisdiction.
- The proposed initial zoning of Peoria's SR-43 district is similar in density and uses as permitted by Maricopa County's Rural-43 District.
- The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan.

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

Recommend to the City Council approval of Z 11-0009.

Attachments:

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

Prepared by: Melissa Sigmund
Planner

ORDINANCE NO 2012-02

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ESTABLISHING INITIAL ZONING ON PROPERTY FROM MARICOPA COUNTY RURAL-43 ZONING DISTRICT TO CITY OF PEORIA SR-43 ZONING DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on December 15, 2011 in zoning case Z11-0009 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for initial city zoning of the subject parcel as described below from Maricopa County Rural-43 zoning district to City of Peoria SR-43 zoning district as provided in Section 14-19A 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 Republic Newspaper on November 30, 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 initial zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

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

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibit A and Exhibit B to this Ordinance, is hereby initially zoned from Maricopa County Rural-43 zoning district to City of Peoria SR-43 zoning district.

SECTION 2. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as better defined in the corresponding City zoning map as shown as Exhibit C.

SECTION 3: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria,

Arizona this 3rd day of January, 2012.

_____
Bob Barrett, Mayor

_____
Date Signed

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Publication Dates: January 6 and January 13, 2012

Effective Date:

EXHIBIT A

REGYNSKI PARCEL
MARICOPA COUNTY, ARIZONA
(APN #201-08-047J)

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOURTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT BASE AND MERIDIAN, MARICOPA COUNTY, MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, FROM WHICH THE EAST QUARTER CORNER BEARS NORTH 00°15’48” WEST, FOR A DISTANCE OF 2639.63 FEET;

THENCE NORTH 00°15’48” WEST, ALONG THE EAST LINE OF SAID SECTION 8, FOR A DISTANCE OF 1649.77 FEET;

THENCE NORTH 89°17’36” WEST, FOR A DISTANCE OF 170.32 FEET TO A POINT ON THE WESTERLY 75.00 FEET OF RIGHT OF WAY FOR LAKE PLEASANT ROAD AS SECRIBED IN THE RECORDS OF MARICOPA COUNTY WITHIN DOCUMENT NUMBER 2005-0435930;

THENCE CONTINUING NORTH 89°17’36” WEST, FOR A DISTANCE OF 352.07 FEET TO THE SOUTHEAST CORNER OF SAID REGYNSKI PARCEL; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID REGYNSKI PARCEL AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°17’36” WEST FOR A DISTANCE OF 160.44 FEET TO THE SOUTHWESTERN CORNER OF SAID REGYNSKI PARCEL;

THENCE NORTH 00°31’54” WEST FOR A DISTANCE OF 330.03 FEET TO THE NORTHWEST CORNER OF SAID REGYNSKI PARCEL;

THENCE SOUTH 89°17’22” EAST 177.90’ TO THE NORTHEASTERN CORNER OF SAID REGYNSKI PARCEL;

THENCE SOUTH 00°23’51” EAST FOR A DISTANCE OF 40 FEET;

THENCE NORTH 89°17’22” WEST FOR A DISTANCE OF 16.68 FEET;

THENCE SOUTH 00°23’51” EAST FOR A DISTANCE OF 290.00 FEET TO THE SOUTHWESTERN CORNER OF SAID REGYNSKI PARCEL, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

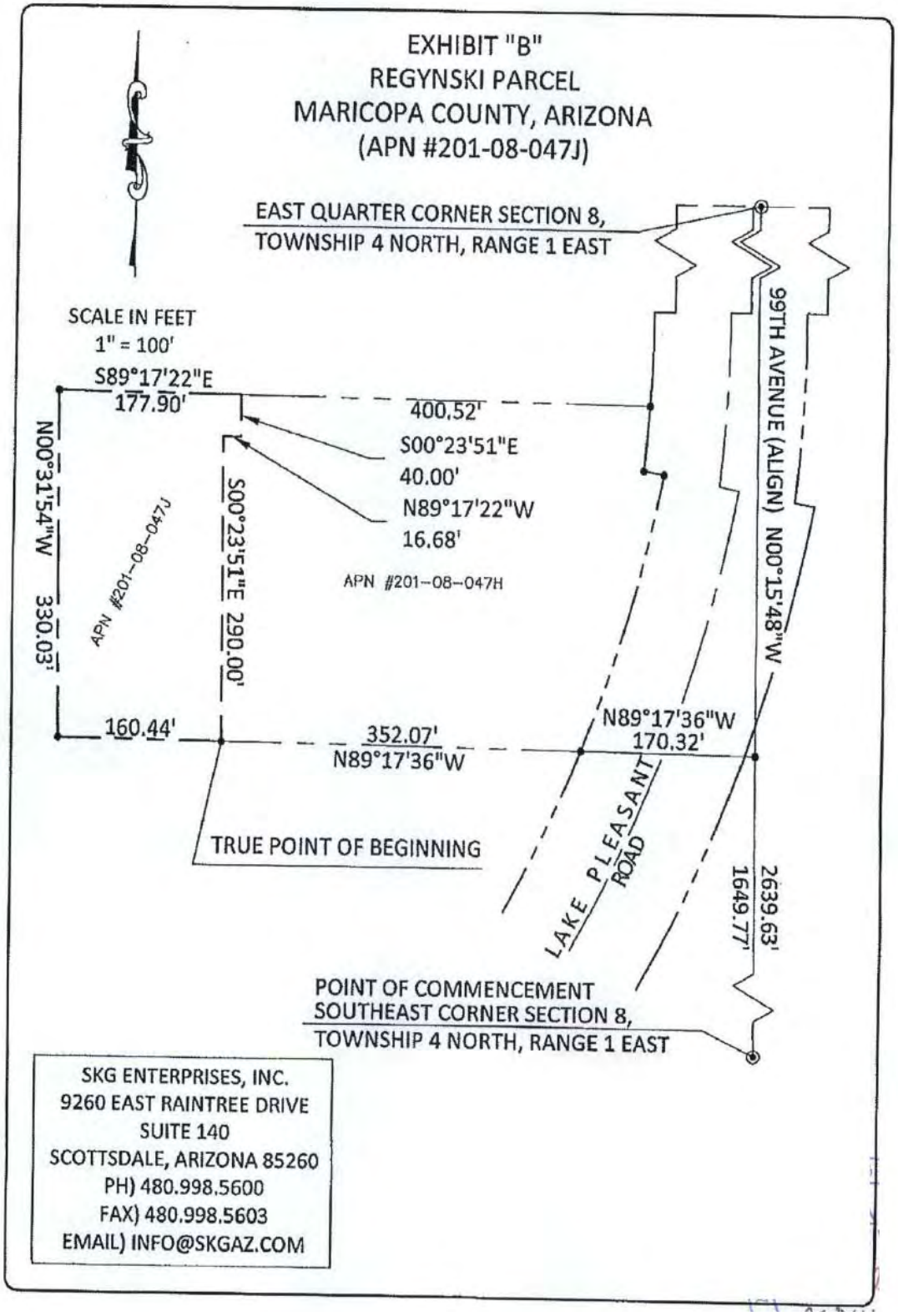
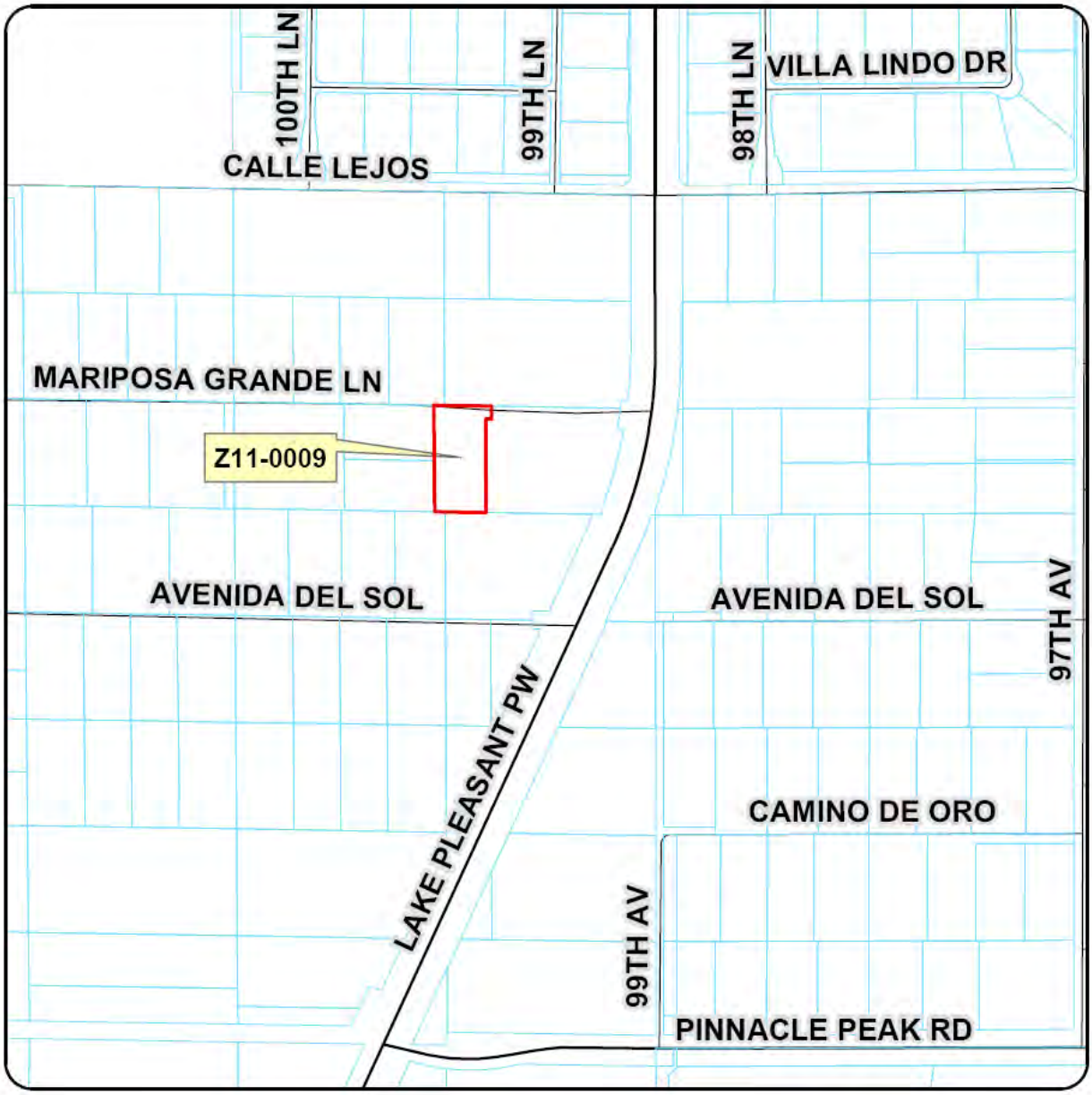


EXHIBIT "B"
REGYNSKI PARCEL
MARICOPA COUNTY, ARIZONA
(APN #201-08-047J)
EAST QUARTER CORNER SECTION 8,
TOWNSHIP 4 NORTH, RANGE 1 EAST
SCALE IN FEET
1" = 100'
S89°17'22"E
177.90'
400.52'
S00°23'51"E
40.00'
N89°17'22"W
16.68'
N00°31'54"W
330.03'
APN #201-08-047J
S00°23'51"E 290.00'
APN #201-08-047H
99TH AVENUE (ALIGN) N00°15'48"W
160.44'
352.07'
N89°17'36"W
N89°17'36"W
170.32'
TRUE POINT OF BEGINNING
LAKE PLEASANT ROAD
2639.63'
1649.77'
POINT OF COMMENCEMENT
SOUTHEAST CORNER SECTION 8,
TOWNSHIP 4 NORTH, RANGE 1 EAST
SKG ENTERPRISES, INC.
9260 EAST RAINTREE DRIVE
SUITE 140
SCOTTSDALE, ARIZONA 85260
PH) 480.998.5600
FAX) 480.998.5603
EMAIL) INFO@SKGAZ.COM

EXHIBIT C


100TH LN
99TH LN
98TH LN
VILLA LINDO DR
CALLE LEJOS
MARIPOSA GRANDE LN
Z11-0009
AVENIDA DEL SOL
AVENIDA DEL SOL
97TH AV
LAKE PLEASANT PW
CAMINO DE ORO
99TH AV
PINNACLE PEAK RD

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 4C

Date Prepared: December 1, 2011 **Council Meeting Date: January 3, 2011**

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Intergovernmental Agreement, State of Arizona, Grand Avenue Landscaping, L101 to 71st Avenue

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Purpose:

This is a request for City Council to approve an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for the design, construction, and maintenance obligations relating to proposed landscaping, sidewalks, street lighting, pedestrian lighting, and decorative wrought iron fencing improvements along Grand Avenue from L101 to 71st Avenue.

Background/Summary:

In 2006, the Maricopa Association of Governments (MAG) completed a Grand Avenue Major Investment Study Phase (SR101L to McDowell Road), which evaluated the needs of various roadway improvements along the Grand Avenue corridor from SR101L to McDowell Road.

The study included:

- Socioeconomic and Environmental Conditions
- Existing, Programmed and Planned Facilities
- Issues and Needs Identification
- Alternatives Analysis
- Access Management
- Community Mitigation (Aesthetic Improvements)
- Recommended Improvements
- Implementation Plan

In 2008, ADOT, in coordination with the Cities of Phoenix, Glendale, and Peoria, completed a Design Concept Report which further refined the recommended improvements.

The programmed improvements within the City of Peoria include the following:

- Median and roadside landscaping; L101 to 71st Avenue (approximately 420,000 square feet of landscaping)
- Street lighting; L101 to approximately 3,400 feet east of Cotton Crossing (93 new street lights total added)
- Wrought iron fencing along the railroad side of Grand Avenue; 88th Avenue to Cotton Crossing (approximately 6,300 linear feet of new fencing added)
- Pedestrian lighting and sidewalks along the north side of Grand Avenue from 75th Avenue to 71st Avenue
- Bridge structure painting

As provided by ADOT, the project design documents will be complete by the end of 2011, with construction scheduled for spring/summer of 2012.

The purpose of this IGA is to define project limits, programmed improvements, and City and State obligations with respect to design, construction, and maintenance of the proposed improvements. A summary of each party's responsibilities is provided below.

City of Peoria

1. Attend monthly meetings and review project documents.
2. Provide potable or reclaimed water mains to service landscape irrigation and set new water meters.
3. Be responsible for claims for extra compensation by contractor caused or attributable to the city.
4. Attend final walkthrough with State upon completion of the work.
5. Maintain decorative fencing, landscaping, and decorative pavers, including graffiti removal outside of walls within the project limits.
6. Refresh painting and graffiti removal of bridge structures.
7. Maintain sidewalks along crossroads beyond US60 curb returns.
8. Operate and maintain landscape irrigation system.
9. Operate and maintain electrical facilities for load center devices, street lighting, pedestrian lighting, illuminated street name signs, and irrigation controllers.
10. Be responsible for costs for any additional design changes requested by the City after the project has been awarded by ADOT.

State

1. Provide and pay for all design project documents required for the bidding and construction of project.
2. Pay for all improvements included in the project documents.

3. Award and administer all construction contracts.
4. Be responsible for claims for extra compensation by contractor caused or attributed by the State.
5. Provide and pay for new points of connection to City water lines.
6. Use color coded irrigation pipe and valve boxes indicating City's intent for future reclaimed water system.
7. Conduct final walkthroughs with City for concurrence of construction activities.
8. Provide for maintenance of landscaping and irrigation improvements during the maintenance and warranty period.
9. Invoice City for additional design changes requested by the City after the project has been awarded.

Previous Actions:

Previous Council actions taken with regards to improvements along Grand Avenue include:

- Council Date: Sept 22, 1981, CC344; ADOT File No. IGA/JPA 82-012-I; AG Contract No. 82-42, Traffic Signals & Illumination
- Council Date: Nov 18, 2008, LCON19808; ADOT File No. IGA/JPA 08-112-I; AG Contract No. P001 2008 004350; Grand Avenue Widening, 99th Ave to 83rd Ave
- Council Date: May 5, 2009, LCON82042A; ADOT File No. IGA/JPA 82-012-I Amd #1; AG Contract No. 82-42, Traffic Signals
- Council Date: Feb 15, 2011, LCON00811; ADOT File No. IGA/JPA 82-012-I, Amd #2; AG Contract No. 82-42, Illuminated Street Name Signs

Options:

A: Approve IGA with State of Arizona.

B: Deny approval of IGA, which will result in the cancellation of the improvements proposed along Grand Avenue within the City of Peoria.

Staff's Recommendation:

Staff recommends approval of the IGA with the State of Arizona.

Fiscal Analysis:

The fiscal impacts related to this IGA include both upfront capital expenditures and ongoing operating and maintenance costs.

The cost of upfront capital expenditures is approximately $20,000. This cost includes the installation of new water meters to provide irrigation to the new landscaping provided by ADOT at no cost to the city as part of this IGA. Adequate funding is currently programmed in the FY12-21 Capital Improvement Program to cover this cost.

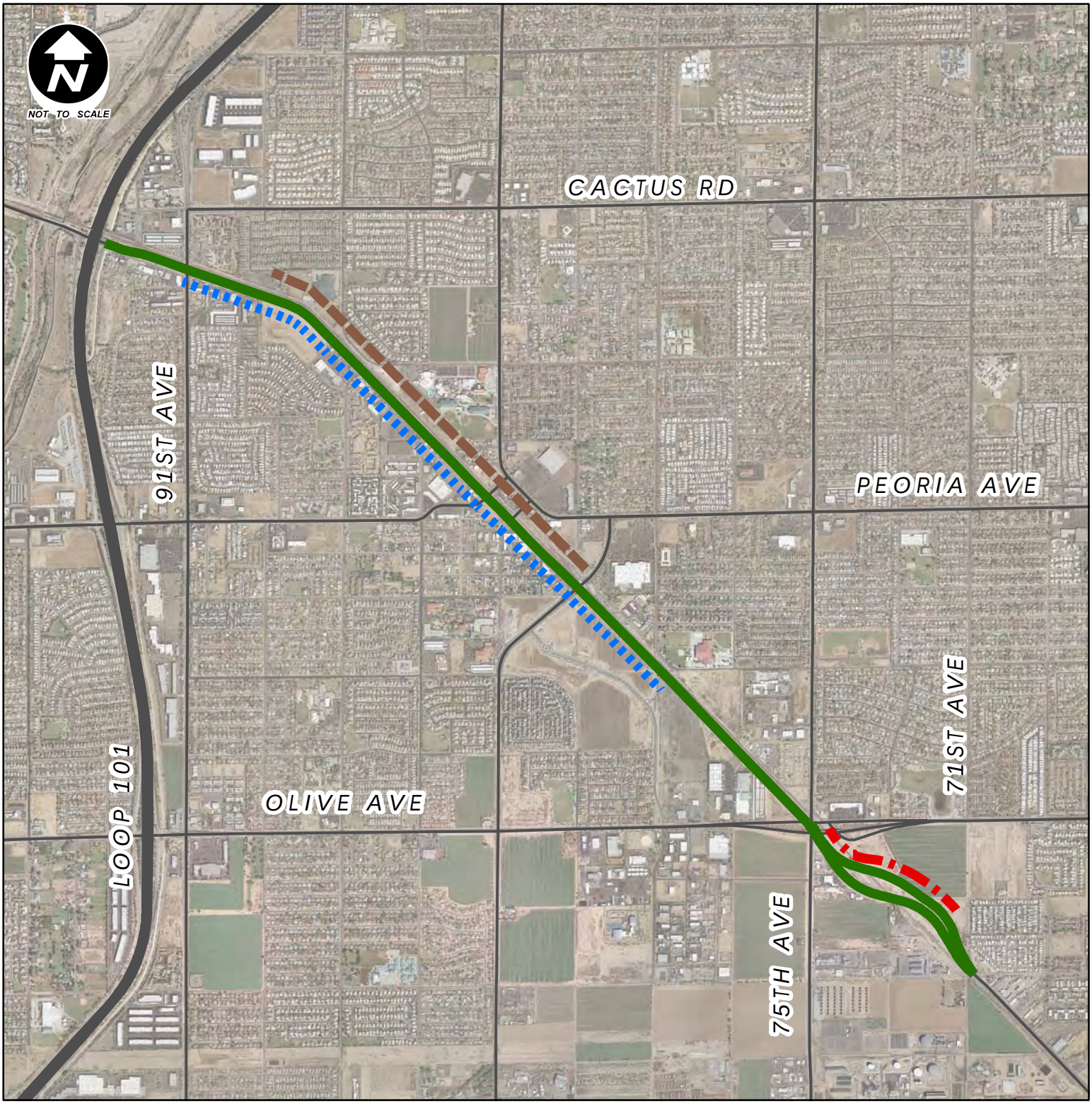
The estimated additional operating and maintenance costs associated with these improvements are approximately $80,000 annually. This includes $42,000 attributable to Public Works to maintain street lights and decorative wrought iron fencing and $38,000 attributable to Community Services to maintain additional landscaping and pedestrian lighting added as part of this project.

Narrative:

Approval of agreement will allow for the construction of these improvements to begin in the summer of 2012.

This IGA has been reviewed by Community Services, Public Works/Utility Division, and the City Attorney's office.

Exhibits:
Exhibit 1**:** Location Map
Exhibit 2: Vicinity Map
Exhibit 3: Intergovernmental Agreement



LEGEND

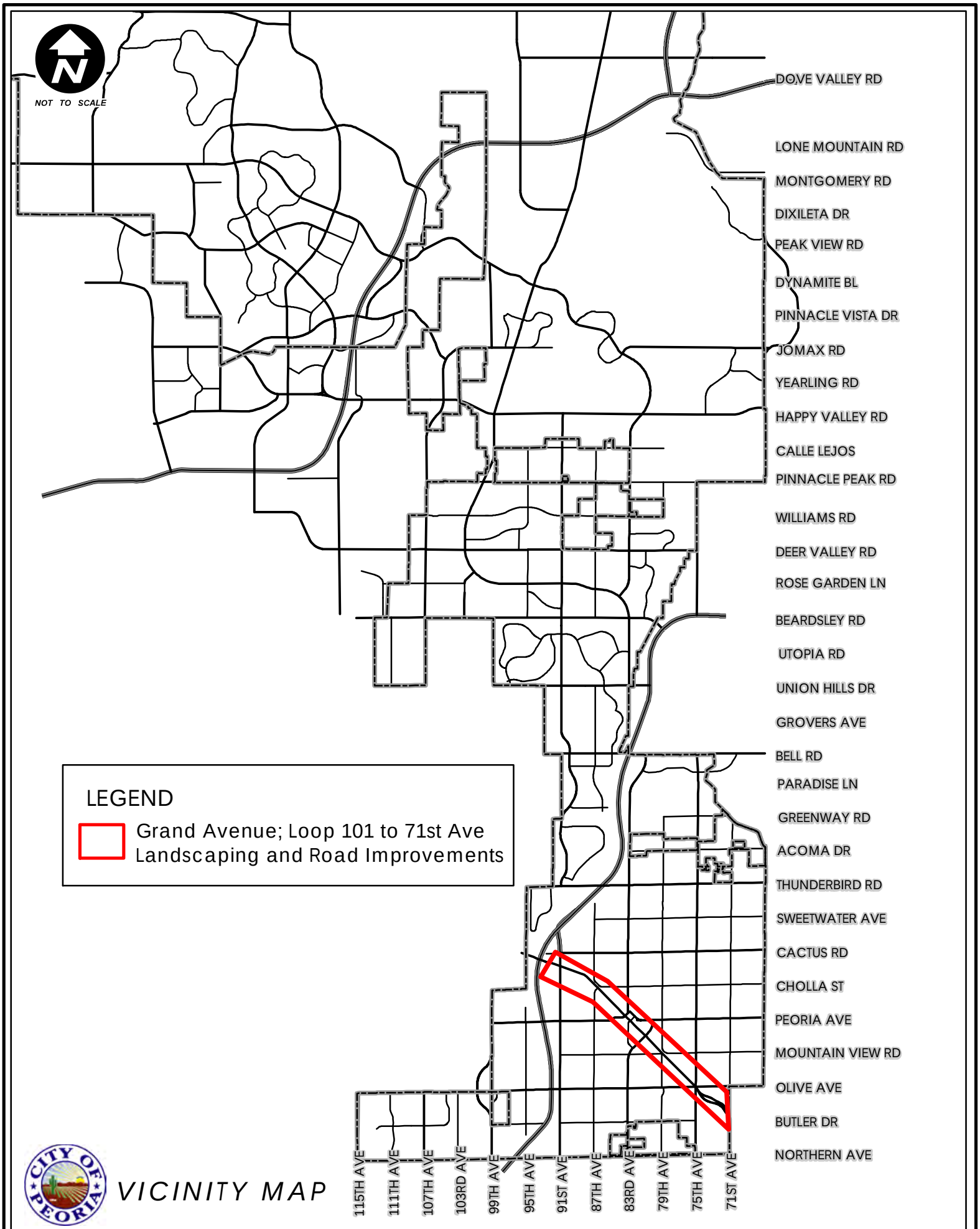
- Landscaping, Irrigation, and Median Pavers
- New Decorative Wrought Iron Fencing
- New Street Lighting
- New Sidewalk & Pedestrian Lights

City of Peoria
Grand Avenue
Improvements
Loop 101 to 71st Ave
Location Map

CITY OF PEORIA

GIS
Geographic Information Systems
CITY OF PEORIA
ARIZONA

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


NOT TO SCALE
DOVE VALLEY RD
LONE MOUNTAIN RD
MONTGOMERY RD
DIXILETA DR
PEAK VIEW RD
DYNAMITE BL
PINNACLE VISTA DR
JOMAX RD
YEARLING RD
HAPPY VALLEY RD
CALLE LEJOS
PINNACLE PEAK RD
WILLIAMS RD
DEER VALLEY RD
ROSE GARDEN LN
BEARDSLEY RD
UTOPIA RD
UNION HILLS DR
GROVERS AVE
BELL RD
PARADISE LN
GREENWAY RD
ACOMA DR
THUNDERBIRD RD
SWEETWATER AVE
CACTUS RD
CHOLLA ST
PEORIA AVE
MOUNTAIN VIEW RD
OLIVE AVE
BUTLER DR
NORTHERN AVE
115TH AVE
111TH AVE
107TH AVE
103RD AVE
99TH AVE
95TH AVE
91ST AVE
87TH AVE
83RD AVE
79TH AVE
75TH AVE
71ST AVE
LEGEND
Grand Avenue; Loop 101 to 71st Ave
Landscaping and Road Improvements
CITY OF PEORIA
VICINITY MAP

ADOT File No.: IGA/JPA 10-143I
AG Contract No.: P001-2011-000991
Project: US60, Grand Avenue
Section: SR101L to McDowell Road
COG/MPO TIP Item No.: DOT10-6C29
TRACS No.: MAINTAGR
Budget Source: 40310/(H8460)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA,
AND
THE CITY OF PEORIA

THIS AGREEMENT is entered into _____, 2012, pursuant to Arizona Revised Statutes, § 11-951 through § 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PEORIA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572, to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State has programmed for improvements along the US 60, Grand Avenue, from State Route 101L (SR101L) to McDowell Road. The proposed work in the City is from SR 101L to 71st Avenue (approximately milepost 149 to milepost 153) and consists of landscaping and irrigation facilities; landform graphics; curb and gutter reconstruction; bridge structure painting; pavement resurfacing; pavers in the median; sidewalks; street and pedestrian lighting and related equipment; decomposed granite and decorative steel post fence, collectively herein referred to as the "Project". The purpose of this Agreement is to define each Party's responsibilities relative to the design, construction and maintenance of the Project elements and funding responsibility for the electric power upon the completion of the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Retain and contract with one or more professional design consultants (the "Consultants"), to prepare to state and federal requirements, design plans, specifications, estimates, standards and other such documents ("Project Documents") and services required for the bidding and construction of the Project.

b. Conduct monthly design progress meetings and provide the City with the Project Documents for review and comment, as required. Incorporate the City's comments as appropriate. Consult with the City on any design Consultant related contract modifications.

c. Upon receipt of the City's concurrence of the Project Documents, advertise and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation caused by or attributable to the State.

d. Pay for new points of connection (POC) to the City's water line and the City's installation of the water service meters, including City required water expansion fees, through its contractor.

e. Furnish and install new water services from the City's water mains to the State's point of connection (POC) within the State's rights of way for the proposed landscaping. It is understood, the City is to set the water service meter only**.**

f. Use color coded irrigation pipe and valve boxes to indicate the City's intent for future reclaimed water. In accordance with the Project Documents, furnish and install pavers, decorative fence, landscaping, decomposed granite and/or seeding in the areas to be maintained by the City.

g. Upon completion of the Project, conduct a final walk through with the City for concurrence of the construction activities as defined in the Project Documents and the agreements made herein. Accept the Project on behalf of the Parties that the Project has been constructed in accordance with the Project Documents and that the Project has been satisfactorily completed.

h. Upon completion of the Project's construction and during the contractor's maintenance and warranty period, be responsible, through its contractor, for maintenance of the landscaping, and the irrigation system. Include City on any site meetings with contractor during the maintenance and warranty period.

i. Invoice the City if any additional design and construction changes are requested by the City after the Project has been awarded, which will include a fixed rate of 10% for the State's design, review and administration costs.

j. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office that the City has a valid annual city-wide Blanket Permit on file, for routine/normal landscape maintenance and emergency maintenance work provided by the City within the State's rights of way. Comply with all applicable permit and Certificate of Insurance requirements. Agree any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

2. The City will:

a. Attend monthly design progress meetings. Review the Project Documents and provide timely review comments, as appropriate.

b. Set new water service meters within the State's rights of way for POC to the landscape irrigation system.

c. Provide potable or reclaimed water mains up to or within the State's rights of way at the City's expense. The City intends to provide reclaimed water in the future which shall be Class A + or better, as defined by Arizona Administrative Code R18-11-303.

d. Furnish all potable or reclaimed water at the design pressures stated in the Project Documents, to the maximum extent possible for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, at City's expense.

e. Furnish and maintain any additional equipment required to maintain the design water pressures and any equipment deemed necessary by the State to effectively interface with the State's existing irrigation system, all at the City's expense.

f. Be responsible for any Consultant or contractor claims for extra compensation caused by or attributable to the City. Pay the State within thirty (30) days from of receipt of an invoice, if applicable.

g. Upon notification from the State that the Project is complete, attend a final walk through with the State for concurrence of the construction activities as defined in the Project Documents and the agreements made herein.

h. Agree to maintain all decorative steel post fencing; pavers, sidewalk along the crossroads beyond the US 60 radius returns, landform graphics, landscaping, decomposed granite and/or seeding, refresh painting and graffiti removal of bridge structures, including graffiti removal outside of walls. Pavers shall be maintained in an attractive condition, including replacing broken pavers in kind and color. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas (including the area of the pavers), free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/ herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping and decomposed granite.

i. At the conclusion of the contractor's maintenance and warranty period, be responsible for the operations and maintenance of the electrical facilities and equipment as well as for all electrical energy costs to operate the electrical facilities and associated electrical equipment. Electrical facilities include load center devices, roadway and pedestrian lighting, crossroad lighting, illuminated street name lighting, irrigation controllers and supporting equipment. Supporting electrical equipment includes all other electrical materials, components and/or other equipment necessary for the operation and maintenance of the electrical facilities described herein, such as conduits, conductors and pull boxes for roadway and crossroad lighting which will be maintained by the City or its agent.

j. At the conclusion of the contractor's maintenance and warranty period, maintain the irrigation system, including all testing, adjusting, repairing and operation of the irrigation system within the Project limits. At this time, the City shall also assume responsibility of operating the City's irrigation controllers and if applicable, any booster pumps.

k. Be responsible for all costs for any additional design and construction changes requested by the City after the Project has been awarded, which will include a fixed rate of 10% for the State's design,

construction, review and administration costs for the Project. Pay the State within thirty (30) days from receipt of an invoice, if applicable.

l. Obtain per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Comply with all applicable permit and Certificate of Insurance requirements. Agree, any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures, of which may be obtained through the Phoenix Maintenance District Office referenced herein.

m. Comply with the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition as published by the Federal Highway Administration (FHWA)) and the Arizona Supplement, as per Arizona Revised Statutes § 28-641, during all maintenance operations conducted by the City on State highway rights of way. Traffic Control plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT) Phoenix Maintenance District Permits Office.

3. The Parties hereto Agree and Acknowledge:

a. All Parties will perform their responsibilities consistent with this Agreement.

b. Any changes to the scope of work relative to the City's requested elements will only occur upon the mutual written agreement of the Parties, by amendment to this Agreement.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon the signing and dating of the Determination Letter by the State's Attorney General.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, and any reimbursements, provided however, any provisions herein for maintenance of the Project, water supply and electrical power costs provided by the City shall be perpetual. Should the City fail to maintain the Project, it is understood and agreed that the State shall in no way be obligated to maintain said Project as referenced herein.

3. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

Contractor and subcontractors shall procure and maintain insurance until all of their obligations have been discharged, including any warranty periods under their Contract with the City are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

4. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA). *"Applicable indirect costs" means costs incurred by ADOT and approved by FHWA under ADOT's indirect cost allocation proposal, pursuant to 2 CFR 225 and OMB Circular A-87.*

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

7. The Parties warrant compliance with the “Buy America” requirements as set forth in Section 106.15 of the ADOT Standard Specifications for Road and Bridge Construction.

8. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding “Non-Discrimination.”

10. Non-Availability of Funds: Every payment obligation of the State or Peoria under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or Peoria at the end of the period for which the funds are available. No liability shall accrue to the State or Peoria in the event this provision is exercised, and the State or Peoria shall not be obligated or liable for any future payments as a result of termination under this paragraph.

If the federal funding related to this Project is terminated or reduced by the federal government, or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

11. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Parties may be subject to penalties up to and including termination of the Amendment.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the City or subcontractor is complying with the warranty under paragraph (a).

12. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by Arizona Revised Statutes § 12-1518, as applicable.

14. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007-3212
Fax: 602-712-3132

City of Peoria
Attn: Engineering Director
9875 N. 85th Avenue
Peoria, Arizona 85345
(623) 773-7301
FAX: (623) 773-7211

For Permits – Contact
Arizona Department of Transportation
Phoenix Maintenance District Permits Office
2140 S. 22nd Avenue, Mail Drop PM00
Phoenix, Arizona 85017

City Finance - Contact
Finance Director
Chief Financial Officer/Finance Director
8401 W Monroe St
Peoria, AZ 85345
623-773-7134

State Finance - Receivable: Contact
Arizona Department of Transportation
Attn: Accounts Receivable
206 S. 17th Avenue, MD 204B
Phoenix, AZ 85007

State Finance – Payable: Contact
Arizona Department of Transportation
Attn: Accounts Payable
206 S. 17th Avenue, MD 203B
Phoenix, AZ 85007

15. In accordance with Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF PEORIA

By_____
BOB BARRETT
Mayor

STATE OF ARIZONA
Department Of Transportation

By_____
ROBERT SAMOUR, P.E
Deputy State Engineer, Valley Transportation

ATTEST:

By_____
WANDA NELSON
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

I have reviewed the above referenced Intergovernmental Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PEORIA, an Agreement among public agencies, which has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF PEORIA under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2012.

_____

City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 5C

Date Prepared: November 28, 2011 **Council Meeting Date: January 3, 2012**

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Intergovernmental Agreement, Maricopa County Flood Control District, Glendale-Peoria Area Drainage Master Plan (GPADMP) and Maryvale Area Drainage Master Plan (MVADMP) Update

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Purpose:

Discussion and possible action to: a) Approve an Intergovernmental Agreement (IGA) between the Flood Control District of Maricopa County (FCDMC), and the City of Peoria to update and merge the Glendale-Peoria Area Drainage Master Plan (GPADMP) and the Maryvale Area Drainage Master Plan (MVADMP) and develop and incorporate Peoria's own Storm Drain Master Plan; and b) Accept FCDMC funds in the amount of $400,000 and approve the associated budget transfer to establish budget authority for the FCDMC's share of the project costs. This transfer does not represent an increased cost to the city. It just provides authority to spend money that will be collected from the FCDMC at a later date.

Background/Summary:

The FCDMC, in partnership with Peoria, the City of Glendale and the City of Phoenix, completed the Glendale-Peoria Area Drainage Master Plan (GPADMP) and the Maryvale Area Drainage Master Plan (MVADMP) in 1987 and 1997, respectively, identifying area flooding hazards and solutions.

Area Drainage Master Plans make recommendations for drainage improvements that fit into two categories; regional and local. Several solutions recommended by these plans have been, and are being, implemented. A third category for neighborhood elements is not included because an ADMP does not evaluate to such level of detail.

Given the time lapsed since completing these plans, Peoria and the FCDMC wish to update and merge the ADMPs, and develop and incorporate Peoria's own Storm Drainage Master Plan, to create a comprehensive plan for use in planning, funding and implementing future projects.

The Peoria Storm Drainage Master Plan is proposed to identify and develop solutions to mitigate flooding hazards in the two watersheds that affect Peoria (see attached exhibit). As mentioned above, these watersheds include Glendale-Peoria and Maryvale. This project will include hydrology review and revisions, development of alternatives, preliminary design, identification of rights-of-way requirements, and cost estimates for storm water conveyance systems.

Regional elements are the "back bone" system of large channels, basins and storm drains, which can provide benefit to more than one jurisdiction. These regional elements are typically performed with the FCDMC as a cost share partner.

Local elements are the next order of collecting run-off from neighborhood systems and within the locality to convey run-off to the regional system. These local elements serve areas basically one square mile and consist of no more than ½ mile of storm drain. The city has approximately 20 separate elements to consider. Because these are not regionally significant elements, Peoria usually funds and administers these elements on its own.

Currently, there is a city project programmed for identifying and updating the ADMP in FY12, 13 and 16 totaling $739,400. The expectation was that perhaps only a single specific issue or location might be studied further for potential advancement to the CIP given the budget scheme. At such a rate, it would be several decades before staff would be able to methodically study, design, and construct all of the local and neighborhood elements. This project will encompass a larger study area and save the City approximately $340,000 in funds.

The FCDMC recently completed a comprehensive evaluation of the drainage conditions for the subject watersheds in an effort with the City of Glendale for their Stormwater Management Plan. Essentially, a good share of the preliminary work for Peoria's Storm Drain Master Plan is completed and has been accepted and adopted by the impacted agencies. This effort spares Peoria a great deal of cost, time and effort. Peoria can focus on developing concepts for the local and neighborhood issues. The FCDMC will assist in this task along with providing guidance and expertise.

With the FCDMC partnership in the development and acceptance of the city's Storm Drain Master Plan, they will be more likely to participate in constructing local and neighborhood projects when the time comes.

The estimated cost to prepare the Peoria Drainage Master Plan is $800,000 with the city responsible to pay 50% of the cost or $400,000 and the FCDMC responsible to pay the other 50% or $400,000.

A summary of each agencies responsibility is provided below:

FCDMC

- Fund 50% of the study estimated at $400,000
- Upon award of the contract and within 30 calendar days of receipt of an invoice reimburse the city for 50% of the FCDMC's cost share obligation
- Upon completion of the contract and within 30 calendar days of receipt of an invoice reimburse the city for the remainder of the FCDMC's cost share obligation
- Participate in negotiations with consultant
- Participate in public involvement
- Provide review comments
- Provide any FCDMC information to Peoria and the consultant at no cost to Peoria

PEORIA

- Fund 50% of the study estimated at $400,000
- Serve as lead agency
- Upon award of the contract, invoice the FCDMC for 50% of its total cost share obligation
- Upon completion of the contract, prepare a final accounting including change orders and costs not previously paid and invoice the FCDMC for the remainder of its total cost share obligation
- Initiate public involvement activities
- Provide FCDMC with interim project submittals for review
- Require the consultant to comply with certain identified legal requirements

Previous Actions:

Below is a summary of Area Drainage Master Plans (ADMP) prepared in partnership with the FCDMC and adopted by the City.

1987	Glendale-Peoria ADMP
1997	Maryvale ADMP
2000	North Peoria ADMP
2007	Wittmann ADMP

Options:

A: Approve the IGA with the FCDMC to partner and cost share in the preparation of the Peoria Drainage Master Plan.

B: Deny approval of the IGA with the FCDMC which would require the city to fund 100% of this project.

Staff's Recommendation:

Staff recommends approval of the IGA between FCDMC and the City of Peoria to update and merge the Glendale-Peoria Area Drainage Master Plan (GPADMP) and the Maryvale Area Drainage Master Plan (MVADMP) and develop and incorporate Peoria's own Storm Drain Master Plan, to create a comprehensive plan for use in planning, funding and implementing future projects.

Staff recommends approval of a budget transfer in the amount of $400,000 from the 2010 G.O. Bonds Fund, Contingency Account 4240-4240-570000 to the Outside Sources Fund, Other Professional Services Account 4810-4810-520099-CIPDR-EN00139.

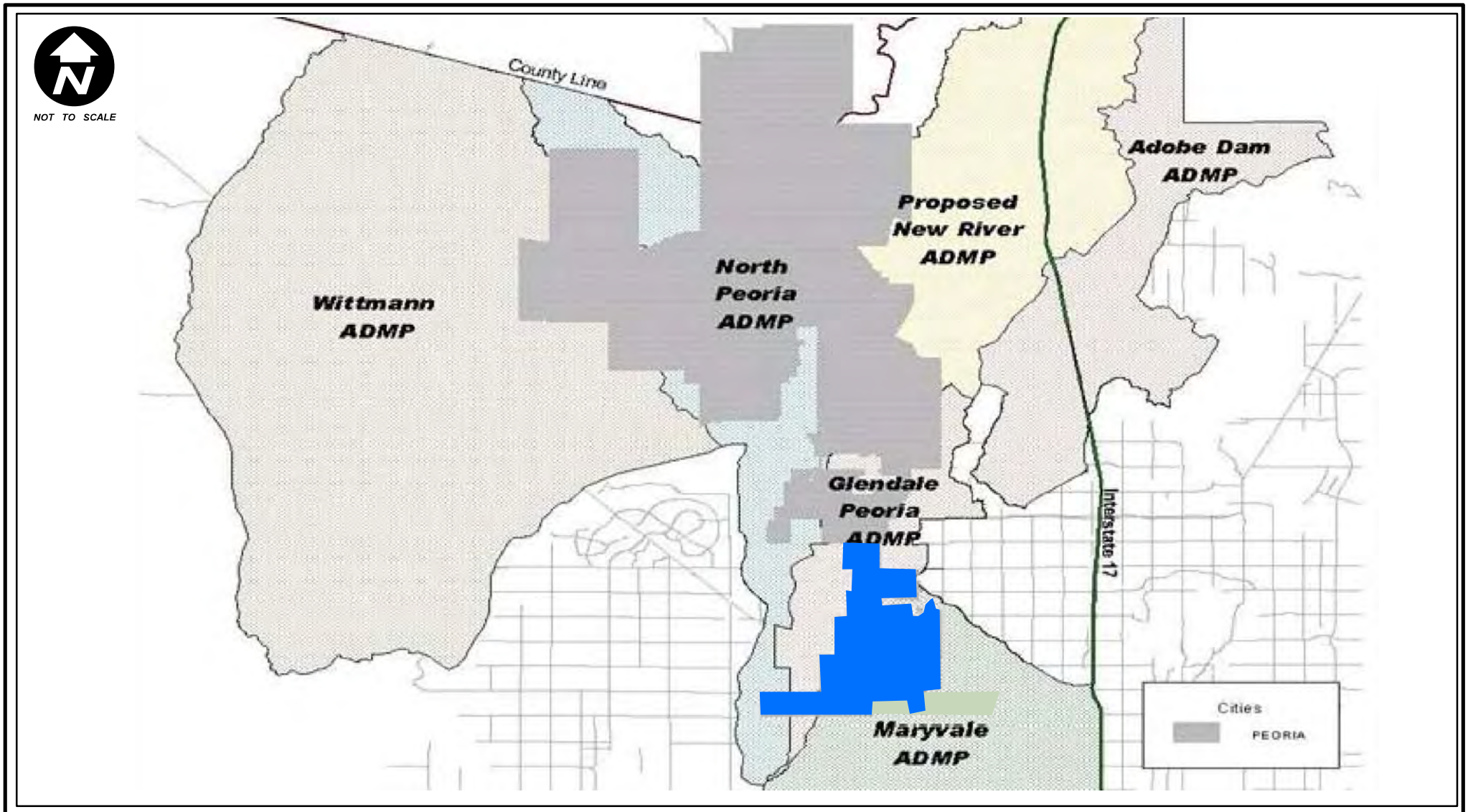
Fiscal Analysis:

Adequate funding for the city's share of costs associated with this project are programmed in FY12 and FY13 of the current 10-year Capital Improvement Program. The contract for the study will be awarded in phases to align with the available funding in each fiscal year. In accordance with the terms of the IGA, staff will invoice the FCDMC for its cost share of the project.

Narrative:

Upon approval of this IGA by both agencies, the project team consisting of representatives from the City and the FCDMC will commence the procurement process for hiring a consultant to complete the study. Projects recommended by this study will eventually be recommended by staff to be incorporated into the Capital Improvement Program.

Exhibit 1: ADMP Map
Exhibit 2: Location Map
Exhibit 3: Intergovernmental Agreement



Legend

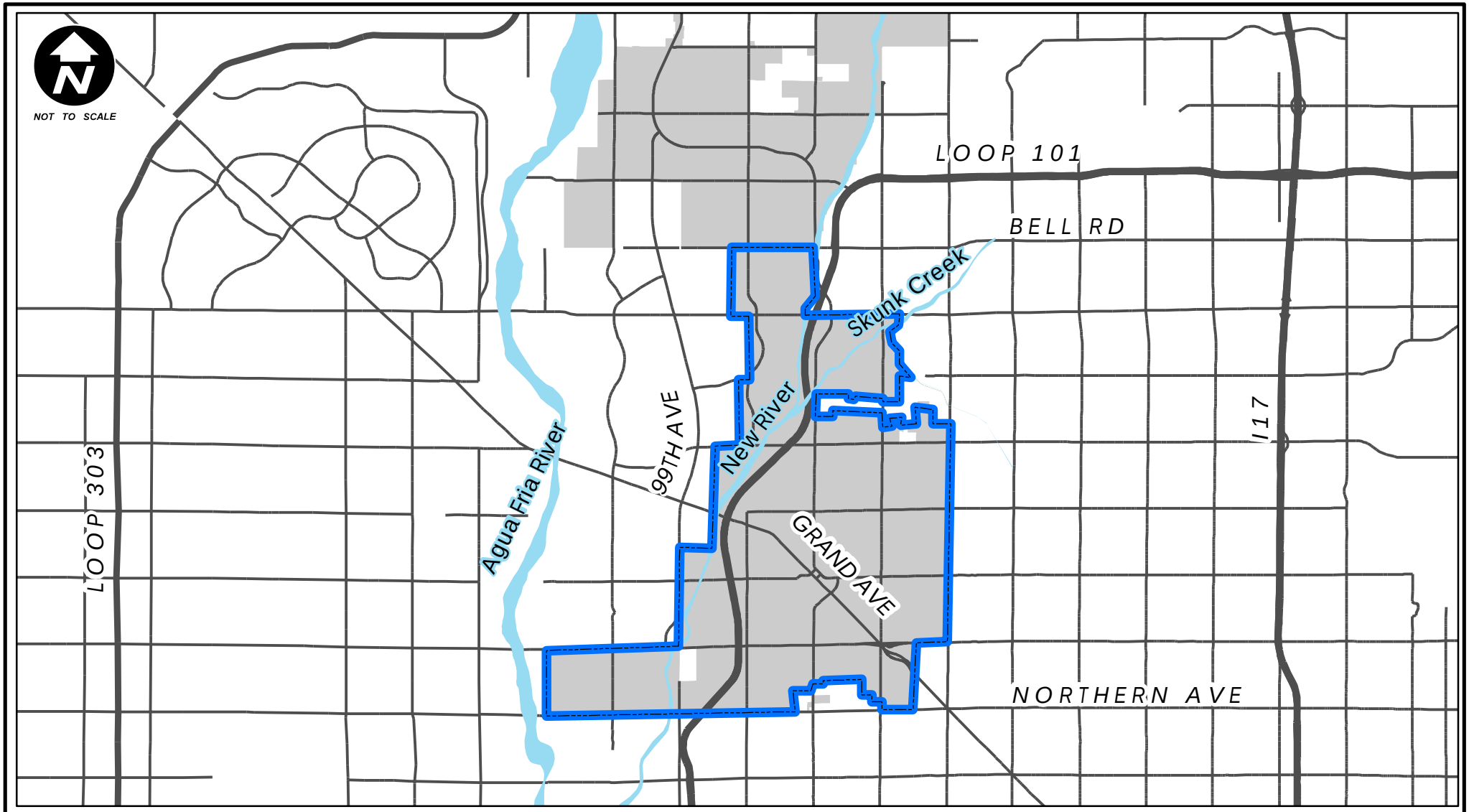
Affected Area

City of Peoria
ADMP Update
EN00139
Exhibit 1

CITY OF PEORIA

GIS
Geographic Information Systems
CITY OF PEORIA
ARIZONA

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



Legend

Affected Area

City of Peoria
ADMP Update
EN00139
Exhibit 2

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

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

INTERGOVERNMENTAL AGREEMENT

between the

CITY OF PEORIA

and the

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

for the

PEORIA STORM DRAINAGE MASTER PLAN

FCD 2011A003

Agenda Item _____

This Agreement is entered into by and between the City of Peoria, a municipal corporation, acting by and through its City Council, hereinafter called PEORIA, and the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors hereinafter called the DISTRICT.

This Agreement shall become effective as of the date it has been executed by all parties and recorded with the Maricopa County Recorder.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes Section (A.R.S.) 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.

2. PEORIA is empowered by A.R.S. Section 11-952 as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of PEORIA.

BACKGROUND

3. The DISTRICT, in partnership with PEORIA, the City of Glendale and the City of Phoenix, completed the Glendale-Peoria Area Drainage Master Plan and Maryvale Area Drainage Master Study in 1987 and 1997, respectively, identifying area flooding hazards and solutions. Several solutions recommended by these plans have been, and are being, implemented. Given the time lapsed since the drafting of these plans, PEORIA and the DISTRICT wish to update and merge the ADMPs, and develop and incorporate PEORIA's own Storm Drainage Master Plan, to create a comprehensive plan for use in planning, funding and implementing future projects.

4. The Peoria Storm Drainage Master Plan is proposed to identify and develop solutions to mitigate flooding hazards in two watersheds that affect PEORIA. These watersheds include Glendale-Peoria and Maryvale. The related engineering services, which include planning, hydrology review and revisions, development of alternatives, preliminary design, identification of rights-of-way requirements, and cost estimates for storm water conveyance systems, are herein referred to as the STUDY. The STUDY will recommend construction of regional 100-year and 10-year systems to mitigate identified flooding hazards.

5. The cost of the STUDY, currently estimated at eight-hundred thousand dollars ($800,000) will be shared equally by the DISTRICT and PEORIA.

PURPOSE OF THE AGREEMENT

6. The purpose of this Agreement is to identify and define the responsibilities of the DISTRICT and PEORIA, for the STUDY.

TERMS OF AGREEMENT

7. The STUDY is defined by paragraph 4 of this Agreement. The STUDY COST is defined as the cost associated with contracts for the STUDY, excluding costs associated with planning small drainage project alternatives. The current estimated STUDY COST is eight-hundred thousand dollars ($800,000). If the actual STUDY COST exceeds the current estimated STUDY COST, both the CITY and the DISTRICT must agree in writing to any additional cost or funding obligations above agencies' initial cost share.

8. The DISTRICT shall:

   8.1 Fund fifty percent (50%) of the STUDY COST, making the DISTRICT's estimated share four-hundred thousand dollars ($400,000). DISTRICT funds will be from the DISTRICT's secondary tax levy revenues, and DISTRICT funding shall be subject to its availability within the DISTRICT's Operating Budget.

   8.2 Upon award of a contract for the STUDY and within thirty (30) calendar days of receipt of an invoice, reimburse PEORIA for one-half (1/2) of the DISTRICT's total cost share obligation.

8.3 Upon completion of the contract for the STUDY, and within thirty (30) calendar days of receipt of an invoice, reimburse PEORIA for the remainder of the DISTRICT's total cost share obligation.

8.4 Participate in the negotiations of any consultant contract amendments.

8.5 Participate in public involvement activities.

8.6 Provide to PEORIA review comments for report submittals, alternatives analyses, and conceptual plans and cost estimates within three (3) weeks of receipt of the submittals.

9. PEORIA shall:

9.1 Fund fifty percent (50%) of the STUDY COST and fully fund analysis for small drainage project alternatives if it elects to pursue such analysis, making PEORIA's estimated share four-hundred thousand dollars ($400,000).

9.2 Serve as lead agency for the STUDY.

9.3 Upon award of a contract for the STUDY, invoice DISTRICT for one-half (1/2) of its total cost share obligation.

9.4 Upon completion of the contract for the STUDY, prepare a final accounting including change orders and costs not previously paid and invoice the DISTRICT for the remainder of the DISTRICT's total cost share obligation.

9.5 Be responsible for initiating public involvement activities.

9.6 Provide to the DISTRICT the interim STUDY submittals, and allow three (3) weeks from the date of the DISTRICT's receipt of the interim STUDY submittals for review and comment. PEORIA shall incorporate the DISTRICT's comments into the STUDY as appropriate.

9.7 Require that any contractor selected for the STUDY:

9.7.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. Section 23-214(A);

9.7.2 Agree that a breach of the warranty under paragraph 9.7.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;

9.7.3 Agree that the DISTRICT retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 9.7.1;

9.7.4 Certify that it does not have a scrutinized business operation, as defined in A.R.S. Sections 35-391 and 35-393, in either Sudan or Iran.

10 Any DISTRICT-controlled permits or DISTRICT-provided information required for performing the STUDY shall be issued by the DISTRICT at no cost to PEORIA; any PEORIA-controlled permits or PEORIA-provided information required for performing the STUDY shall be issued by PEORIA at no cost to the DISTRICT.

11 Either party to this Agreement may, with mutual written agreement of all parties, delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating party of its original responsibilities as defined herein.

12 In the case of any dispute over any items in this Agreement, the parties agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the parties to seek any remedies provided by law.

13 The parties to this Agreement agree to equally share the cost of project compliance and cost audit to be initiated within sixty (60) days of STUDY completion, if requested by either party. An independent auditing firm agreed to by all parties and on contract to the DISTRICT will perform the audit. Any payments or reimbursements necessary to bring the STUDY into compliance with the audit findings shall be made within forty-five (45) days of acceptance by all parties of the audit report.

14 Each party to this Agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. Such indemnification obligation shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney's fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for its own negligence or wrongful acts as provided by law.

15 All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Flood Control District of Maricopa County
Chief Engineer and General Manager
2801 West Durango Street
Phoenix, AZ 85009-6399

City of Peoria
City Manager
8401 West Monroe Street
Peoria, AZ 85345

16 Each party to this Agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with this STUDY, including but not limited to the following, unless specifically identified otherwise in this Agreement: construction, construction management, operation, maintenance, permitting, management and administration.

17 This Agreement shall expire five (5) years from the date of recording with the County Recorder or upon completion of the STUDY and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated.

18 This Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.

19 Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.

20 If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of either party.

21 Each party to this Agreement shall comply with A.R.S. Sections 41-4401 and 23-214, subsection A.

22 Each party to this Agreement retains the legal right to inspect the records of the other party's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. Sections 41-4401 and 23-214, subsection A.

23 Failure by either party to this Agreement to comply with A.R.S. Sections 41-4401 and 23-214, subsection A shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

24 Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each party to this Agreement certifies that it does not have a scrutinized business operation, as defined in A.R.S. Section 35-391 and 35-393, in either Sudan or Iran.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Municipal Corporation

Recommended by:

_____
Timothy S. Phillips, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Intergovernmental Agreement FCD 2011A003 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

_____
Flood Control District General Counsel Date

CITY OF PEORIA

City of Peoria, a Municipal Corporation

By: _____
Carl Swenson, City Manager Date

Attest:

By: _____
City Clerk Date

The foregoing Intergovernmental Agreement FCD 2011A003 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Peoria under the laws of the State of Arizona.

By: _____
City Attorney Date

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6C

Date Prepared: December 1, 2011 **Council Meeting Date:** January 3, 2012

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Right-of-Way Acquisition, Truck Road Reliever, 111th Avenue alignment, Rose Garden Lane to Pinnacle Peak Road

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Purpose:

This is a request for City Council to discuss the adoption of a Resolution authorizing the acquisition of property on the proposed truck road reliever to accommodate the construction of the road, by donation, outright purchase or the exercise of the power of eminent domain.

Background/Summary:

In 2008 the Peoria voters approved bond funding to construct a road that would help to reduce the amount of truck traffic on Beardsley Road. The truck road reliever project has been in the design phase for several years. The design phase included the identification of four possible alternatives with the ultimate location being chosen with input from all of the major stakeholders in the project.

The final design is nearing completion and the land needed for the roadway has been identified. Right-of-way includes property owned by the Arizona State Land Department (ASLD) as well as private property owners. The application to acquire right-of-way from ASLD was submitted in January of 2011.

The final legal descriptions have been provided for the acquisition of the private lands necessary to construct the improvements. The individual parcels are indentified in the attached resolution. Property owners who may have an interest in the project have been notified of this Council meeting. The formal acquisition process will commence upon Council approval for the remaining acquisitions. The City will offer property owners the opportunity to donate the property, offer appraised value in a negotiated settlement or, as a last resort, request the City Attorney to file for condemnation. The City will have the properties appraised, as necessary, by an independent fee appraiser.

Previous Actions:

- January 19, 2010 Council awarded a contract to EPS Group, Inc. for the study and design of the roadway (Project No. EN00271).

- Due to the length of time to process the applications for public lands, the application for the Arizona State Land Department has been filed previously.

Options:

A: Approve the adoption of the Resolution authorizing the acquisition of right-of-way to allow for the construction of the truck road improvements.

B: Deny adoption of the Resolution authorizing the acquisition of right-of-way which will result in the construction project being postponed.

Staff's Recommendation:

Staff recommends that the Mayor and Council adopt the attached Resolution authorizing the acquisition of the property described in the Resolution by donation, outright purchase or the exercise of the power of eminent domain.

Fiscal Analysis:

Funding for this project is available in the FY2012 Capital Improvement Program. Payment will be made from the GO Bonds 2007 Fund, Land Account 4210-4210-540000-CIPST-EN00271LA.

Narrative:

The City will offer the property owners the opportunity to donate the property, offer appraised value in a negotiated settlement or, as a last resort, request the City Attorney to file for condemnation.

Exhibit(s):

Exhibit 1: Location Map

Exhibit 2: Resolution

Contact: Kris Luna, Sr Real Property Administrator, (623) 773-7199

LEGEND

Truck Road Reliever

City of Peoria
Agua Fria Truck Road Reliever

CITY OF PEORIA

GIS
Geographic Information Systems
CITY OF PEORIA
ARIZONA

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

RESOLUTION NO. 2012-04

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 A TRUCK ROUTE RELIEVER ROAD AT THE 111TH AVENUE ALIGNMENT BETWEEN ROSE GARDEN LANE AND PINNACLE PEAK ROAD 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.

THEREFORE IT IS RESOLVED by the Mayor and Council of the City of Peoria, Arizona as follows:

SECTION 1. AUTHORIZATION TO ACQUIRE

That the City Attorney on behalf of the City of Peoria, Arizona is authorized and directed to acquire and/or condemn all the real property described in the attached Exhibit "A" pursuant to Title 12, Chapter 8, Article 2, Arizona Revised Statutes and to file on behalf of the City such litigation as necessary to consummate the acquisition of such property under the power of eminent domain and to do all things necessary to accomplish this purpose, including but not limited to obtaining title reports and appraisals and other expert assistance for such purposes. Assessor parcel numbers associated with the legal descriptions in the attached Exhibit “A” are as follows:

200-10-779B Partial Take and Temporary Construction Easement

200-11-005G Roadway Easement

200-11-005B, 005D, 005M, 005N Partial Takes & Temporary Construction Easements

200-11-256 Total Take

200-11-257 Total Take

200-11-258 Total Take

200-12-001L Total Take

200-12-001N Partial Take & Temporary Construction Easement

200-12-001N Total Take (Easterly Portion)

201-22-018B Drainage Easement

SECTION 2. EMINENT DOMAIN AUTHORITY PURSUANT TO TITLE 12 OF STATE LAW: AUTHORIZATION TO OBTAIN IMMEDIATE POSSESSION

That the City Attorney on behalf of the City of Peoria, Arizona is authorized to petition the Superior Court to enter an order that the City of Peoria be allowed immediate possession and full use of all of the real property described in Exhibit "A" pursuant to Title 12, Chapter 8, Article 2, Section 12-1116 and to immediately determine the probable damages resulting from City of Peoria being allowed to have immediate possession of the real property described in Exhibit "A" and to set the amount of a bond in a form to be approved by the Court or to deposit the equivalent amount of City funds budgeted and appropriated and to do all things necessary to accomplish this purpose.

SECTION 3. DETERMINATION OF CONFORMITY WITH GENERAL PLAN

That the Planning and Community Development Department, which is the designated “planning agency” for the City of Peoria for purposes of Arizona Revised Statutes Title 9, Chapter 4, Article 6 (“Municipal Planning”), has reviewed the acquisition of the Property for conformity with the adopted Peoria General Plan pursuant to A.R.S. § 9-461.07(C) and reported that the location, purpose, and extent of the acquisition of the Property conforms with the Peoria General Plan.

SECTION 4. EFFECTIVE DATE

WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an Emergency is declared to exist and this Resolution shall be in full force and effect from and after its passage by the Council as required by the City Charter and is exempted from the referendum clause of the Charter.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 3rd day of January, 2012.

_____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

ATTACHMENTS:

Exhibit A - Legal Descriptions

Resolution No. 2012-04

EXHIBIT A

LEGAL DESCRIPTION

That part of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 18, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona lying Northwesterly of the property described as follows:

Beginning at the Southwest corner of the-East half of the Northeast quarter-of the Northeast quarter of said Section 18;
Thence North 88 degrees 50 minutes East, a distance of 3.73 feet;
Thence North 26 degrees 47 minutes East, a distance of 1,490 feet to the North line of the Northeast quarter of said Section 18;
Thence South 88 degrees 57 minutes West, along said North line, a distance of 260.09 feet;
Thence South 26 degrees 47 minutes West, a distance of 913 feet;
Thence South along the West line of the Northeast quarter of the Northeast quarter of the Northeast quarter of said Section 18, a distance of 510.45 feet to the Southwest corner thereof and the Point of Beginning;

EXCEPT the South 25 feet for road.

An area containing 157,486 sq. ft. 3.6154 acres more or less.

Title: Acquisition, Hardy Properties LLC, APN: 200-11-256

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

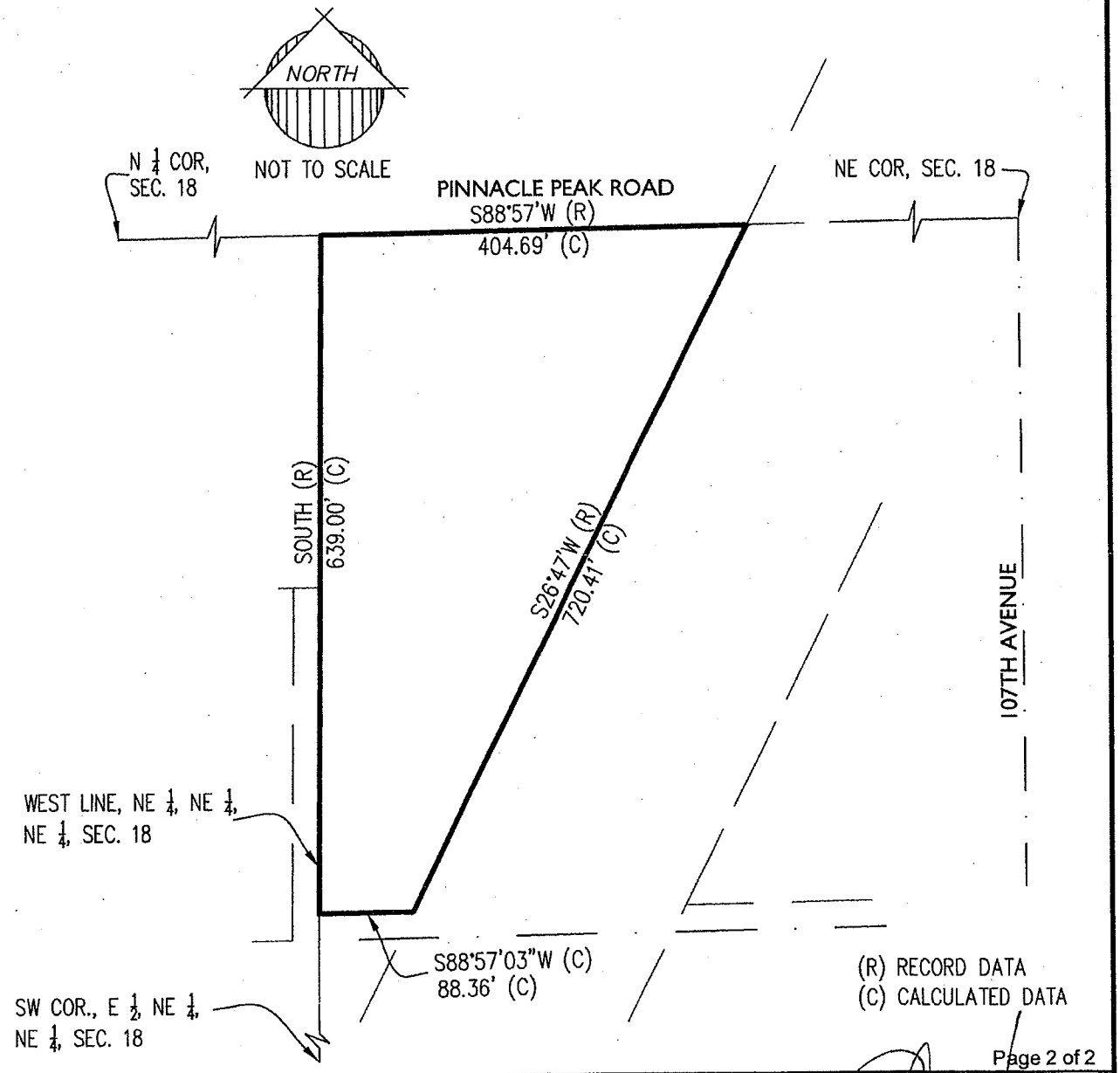
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
15573
GERALD
HUGHES
Date signed 1/16/2011
ARIZONA U.S.A.

EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

SKETCH



Title: Acquisition, Hardy Properties LLC, APN: 200-11-256

Preparing Firm: EPS Group, Inc.

Address: 2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 15573
GERALD HUGHES
Date Signed 11/16/2011
ARIZONA U.S.A.

EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

LEGAL DESCRIPTION

A portion of the East Half of the Northeast Quarter of the Northeast Quarter of Section 18, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a Maricopa County Department of Transportation brass cap at the northeast corner of said Section 18, from which an Arizona Public Service brass cap at the north quarter corner of said Section 18 bears S88°54'55"W (an assumed bearing) at a distance of 2713.24 feet; thence S88°54'55"W, along the north line of the East Half of the Northeast Quarter of the Northeast Quarter of said Section 18, for a distance of 13.53 feet to the northeast corner of that parcel described in Dkt. 4298, Pg. 140 Official Records of Maricopa County, Arizona, said point being the POINT OF BEGINNING;

Thence S26°34'15"W, along the east line of the said parcel, for a distance of 36.99 feet to a point on the north line of the Easement for Roadway described in Document No. 2001-0725299, Official Records of Maricopa County, Arizona; thence S89°20'56"W, along said north line, for a distance of 26.50 feet to the northwest corner of said Easement for Roadway; thence S00°29'21"W, along the west line of said Easement for Roadway, for a distance of 53.59 feet to a point on the east line of said parcel described in Dkt. 4298, Pg.140; thence S26°34'15"W, along said east line, for a distance of 42.03 feet; thence S87°10'05"W for a distance of 136.79 feet to the beginning of a curve, concave to the south, the center of which bears S02°49'55"E at a distance of 840.00 feet; thence westerly, along the arc of said curve, through a central angle of 09°07'36" for a distance of 133.80 feet to a point on the west line of said parcel; thence N26°26'46"E, along said west line and not tangent to said curve, for a distance of 135.60 feet to a point on a non-tangent curve, concave to the south, the center of which bears S06°52'18"E, at a distance of 950.00 feet; thence easterly along the arc of said curve, through a central angle of 04°02'23" for a distance of 66.98 feet to a point of tangency; thence N87°10'05"E for a distance of 158.17 feet; thence N02°49'55"W for a distance of 12.77 feet to a point on the north line of the East Half of the Northeast Quarter of the Northeast Quarter of said Section 18; thence N88°54'55"E, along said north line, for a distance of 47.02 feet to the POINT OF BEGINNING.

An area containing 29,273 square feet or 0.6720 acres, more or less.

Title: Easement, SRP, APN: 200-11-005G

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

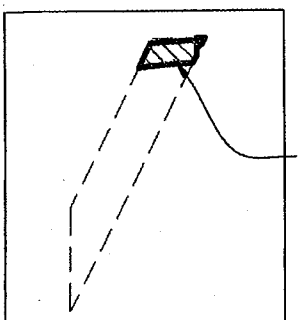
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
15573
GERALD
HUGHES
Date Signed 11/6/2011
ARIZONA U.S.A.

EXPIRES: 3/31/2012

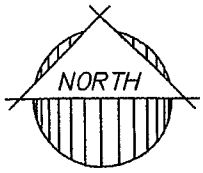
Resolution No. 2012-04

EXHIBIT A

SKETCH



APN: 200-11-005G



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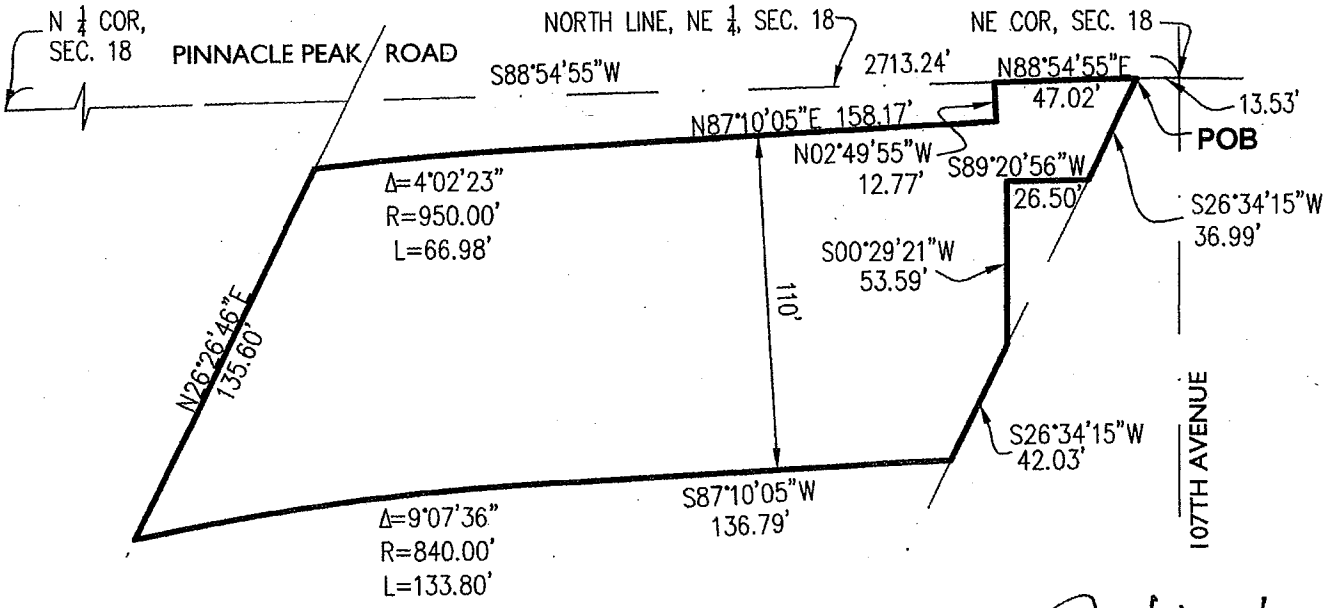


Title: Easement, SRP, APN: 200-11-005G

Preparing Firm: EPS Group, Inc.

Address: 2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

REGISTERED LAND SURVEYOR
CERTIFICATE No.
15573
GERALD
HUGHES
Date Signed 11/16/2011
ARIZONA U.S.A.

EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

LEGAL DESCRIPTION

That part of the Southeast quarter of the Northwest quarter of Section 19, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows (using as a base the South line of the East half of the Southwest quarter of said Section 19 with a bearing of North 89 degrees 29 minutes East):

Beginning at a point on the South line of said East half of the Southwest quarter which bears South 89 degrees 29 minutes West, a distance of 364.96 feet from the Southeast corner thereof; Thence North 2 degrees 51 minutes East, a distance of 2,652.80 feet to a point on the North line of said East half of the Southwest quarter' which bears South 89 degrees 20 minutes West, a distance of 248.93 feet from the Northeast corner thereof; Thence continuing North 2 degrees 51 minutes East, a distance of 100.2 feet to a point in the Southeast quarter of the Northwest quarter of said Section 19; Thence North 17 degrees 37 minutes East, a distance of 820.37 feet to a point on the East line of said Southeast quarter of the Northwest quarter which bears South 0 degrees 21 minutes West, a distance of 445.40 feet from the Northeast corner thereof; Thence North 0 degrees 21 minutes East along the East line of said Southeast quarter of the Northwest quarter, a distance of 445.40 feet to the Northeast corner of said Southeast quarter of the Northwest quarter; Thence South 89 degrees 16 minutes West along the North line of said Southeast quarter of the Northwest quarter, a distance of 103.3 feet; Thence South 17 degrees 37 minutes West, a distance of 1,243.14 feet to a point in the Southeast quarter of the Northwest quarter of said Section 19; Thence South 2 degrees 51 minutes West, a distance of 2,796.33 feet to a point in the South line of said East half of the Southwest quarter which bears South 89 degrees 29 minutes West, a distance of 595.36 feet from the Southeast corner thereof; Thence North 89 degrees 29 minutes East along the South half of the East half of the Southwest quarter, a distance of 230.40 feet to the Point of Beginning.

EXCEPT any portion thereof lying within the Southwest Quarter of said Section 19,

AND EXCEPT that portion of the Southeast quarter of the Northwest quarter of Section 19, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as conveyed to the City of Peoria, an Arizona municipal corporation in Special Warranty Deed recorded December 20, 2007 in Document No. 2007-1332386, being more particularly described as follows:

Commencing at the center of said Section 19, from which the North quarter corner of said section bears North 0 degrees 21 minutes 18 seconds East (basis of bearing), a distance of 2649.11 feet; Thence along the North-South mid-section line of said section, North 0 degrees 21 minutes 18 seconds East, a distance of 975.09 feet to the Point of Beginning;

Thence leaving said North-South mid-section line, North 40 degrees 06 minutes 03 seconds West, a distance of 239.03 feet , to the Westerly line of that certain parcel of land recorded in Docket 4298, pages 358 and 359, records of Maricopa County, Arizona; Thence along said Westerly line, North 17 degrees 34 minutes 30 seconds East, a distance of 173.38 feet, to a point on the North line of the Southeast quarter of the Northwest quarter of said section; Thence leaving said Westerly line, along said North line, North 89 degrees 15 minutes 51 seconds East, a distance of 103.79 feet, to said North-South mid-section line; Thence leaving said North line, along said North-South mid-section line, South 0 degrees 21 minutes 18 seconds West, a distance of 349.47 feet to the Point of Beginning.

An area containing 253,327 sq. ft. 5.8156 acres more or less.

Title: Acquisition, SRP, APN: 200-12-001L

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

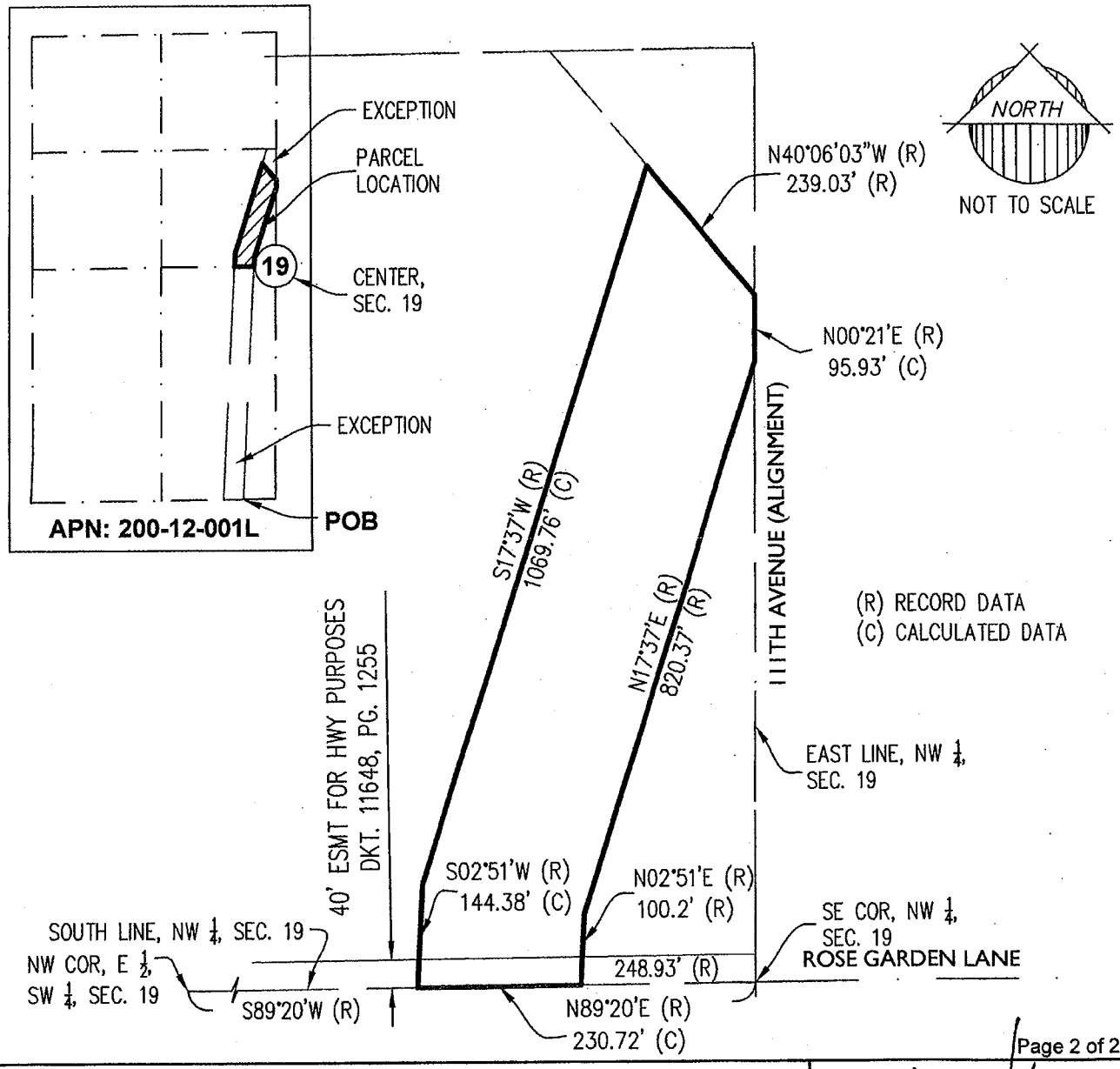
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
15573
GERALD
HUGHES
Date Signed 11/16/11
ARIZONA U.S.A.

EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

SKETCH



Title: Acquisition, SRP, APN: 200-12-001L

Preparing Firm: EPS Group, Inc.

Address: 2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

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Date Signed 11/16/11
ARIZONA U.S.A.

EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

LEGAL DESCRIPTION

A Portion of the Southeast Quarter of the Southeast Quarter of Section 7, Township 4 North , Range I East of the Gila and Salt River Meridian , Maricopa County, Arizona, more particularly described as follows:

Beginning at a Maricopa County Department of Transportation brass cap at the southeast corner of said Section 7, from which an Arizona Public Service brass cap at the south quarter corner of said Section 7 bears S88°54'55"W (an assumed bearing) at a distance of 2713.24 feet; thence S88°54'55"W, along the south line of the Southeast Quarter of the Southeast Quarter of said Section 7, for a distance of 60.55 feet; thence N02°49'55"W for a distance of 17.23 feet; thence N87°10'05"E for a distance of 61.40 feet to a point on the east line of the Southeast Quarter of the Southeast Quarter of said Section 7; thence S00°11'25"E, along said east line, for a distance of 19.10 feet to the POINT OF BEGINNING.

An area containing 1,107 square feet or 0.0254 acres, more or less.

Title: Drainage Easement, SRP, APN: 201-22-018B

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

Phone: 480.503.2250 Fax: 480.503.2258

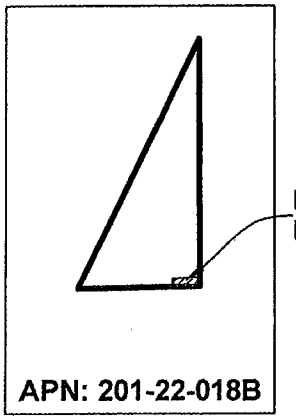
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 15573
GERALD HUGHES
Date Signed 11/2/2011
ARIZONA U.S.A.

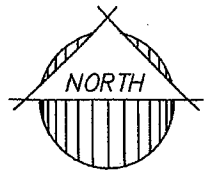
EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

SKETCH





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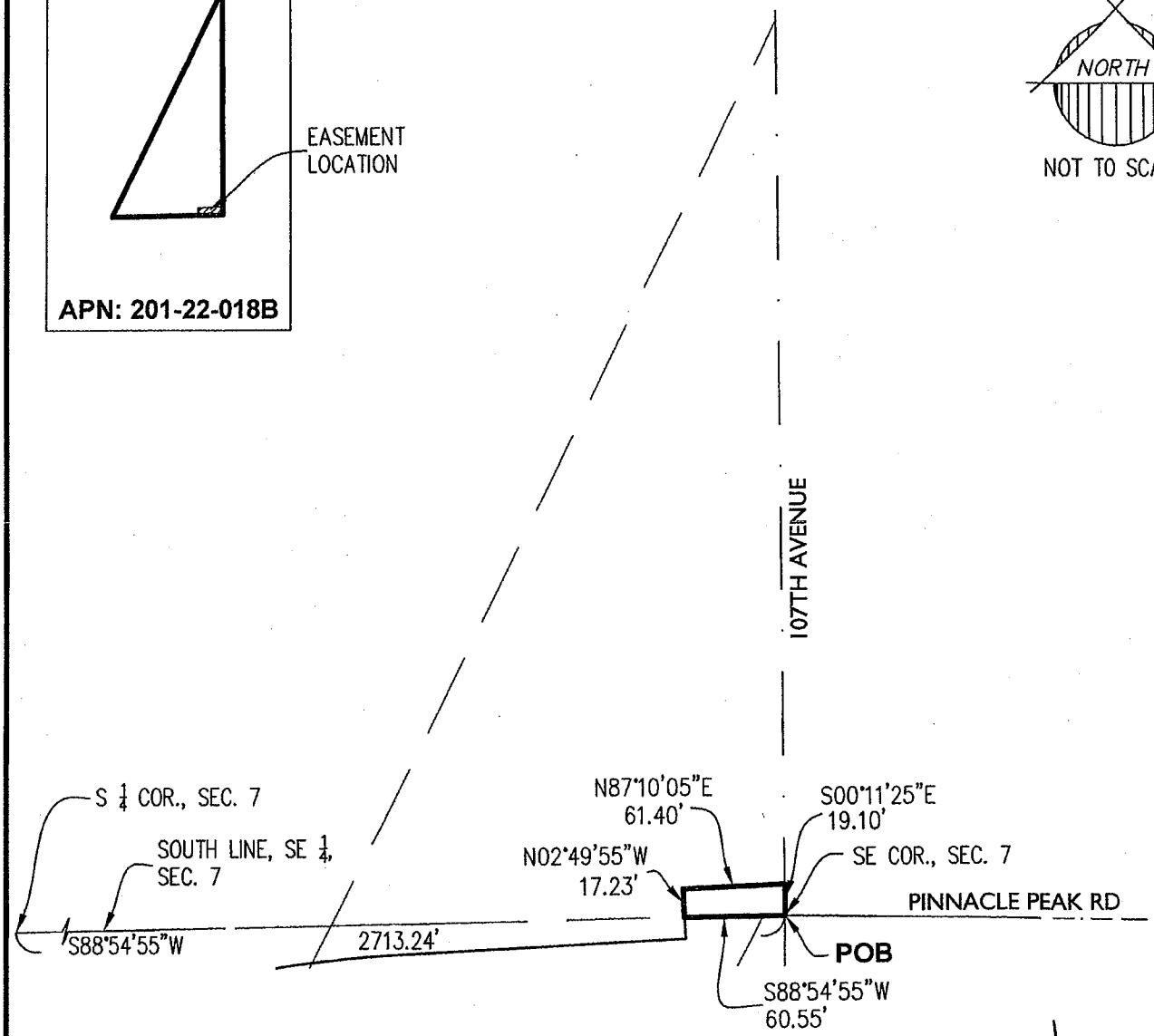

Title: Drainage Easement, SRP, APN: 201-22-018B

Preparing Firm: **EPS Group, Inc.**

Address: **2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210**

Phone: **480.503.2250** **Fax:** **480.503.2258**

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
15573
GERALD
HUGHES
Date Signed 11/2/2011
ARIZONA U.S.A.

EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

LEGAL DESCRIPTION

A portion of the West Half of the Northeast Quarter of the Northeast Quarter of Section 18, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows;

Commencing at a Maricopa County Department of Transportation brass cap at the northeast corner of said Section 18, from which an Arizona Public Service brass cap at the north quarter corner of said Section18 bears S88°54'55"W (an assumed bearing) at a distance of 2713.24 feet; thence S88°54'55"W, along the north line of the Northeast Quarter of said Section18, for a distance of 678.31 feet to the northeast corner of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 18; thence S00°24'33"W, along the east line of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 18, for a distance of 155.17 feet to the POINT OF BEGINNING;

Thence continuing S00°24'33"W, along said east line, for a distance of 134.57 feet to a point on a non-tangent curve, concave to the southeast, the center of which bears S37°19'26"E, at a distance of 840.00 feet; thence southwesterly along the arc of said curve, through a central angle of 02°20'52" for a distance of 34.42 feet; thence N38°59'23"W, not tangent to said curve, for a distance of 10.00 feet to a point on a non-tangent curve, concave to the southeast, the center of which bears S39°39'50"E, at a distance of 850.00 feet; thence southwesterly along the arc of said curve, through a central angle of 22°02'11" for a distance of 326.91 feet to a point of tangency; thence S28°18'00"W for a distance of 61.51 feet; thence N61°42'00"W for a distance of 10.00 feet; thence S28°18'00"W for a distance of 542.04 feet to the beginning of a curve, concave to the southeast, the center of which bears S61°42'00"E at a distance of 1,460.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 04°26'42" for a distance of 113.27 feet; thence S66°08'42"E, not tangent to said curve, for a distance of 10.00 feet to a point on a non-tangent curve, concave to the east, the center of which bears S66°08'42"E, at a distance of 1,450.00 feet; thence southerly along the arc of said curve, through a central angle of 06°24'56" for a distance of 162.36 feet to a point on the south line of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 18; thence S88°59'11"W, along said south line, for a distance of 51.86 feet to the southwest corner of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 18; thence N00°19'45"E, along the west line of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 18, for a distance of 126.62 feet to a point on a non-tangent curve, concave to the southeast, the center of which bears S68°39'57"E, at a distance of 1,540.00 feet; thence northeasterly along the arc of said curve, through a central angle of 06°57'58" for a distance of 187.23 feet to a point of tangency; thence N28°18'00"E for a distance of 458.76 feet; thence N61°42'00"W for a distance of 70.00 feet; thence N28°18'00"E for a distance of 144.79 feet to the beginning of a curve, concave to the southeast, the center of which bears S61°42'00"E at a distance of 1,010.00 feet; thence northeasterly, along the arc of said curve, through a central angle of 00°54'29" for a distance of 16.01 feet; thence S60°47'31"E, not tangent to said curve, for a distance of 50.00 feet to a point on a non-tangent curve, concave to the southeast, the center of which bears S60°47'31"E, at a distance of 960.00 feet; thence northeasterly along the arc of said curve, through a central angle of 24°31'18" for a distance of 410.87 feet; thence S36°16'12"E, not tangent to said curve, for a distance of 10.00 feet to a point on a non-tangent curve, concave to the southeast, the center of which bears S36°16'12"E, at a distance of 950.00 feet; thence northeasterly along the arc of said curve, through a central angle of 03°55'09" for a distance of 64.98 feet to the POINT OF BEGINNING.

An area containing 130,157 square feet or 2.9880 acres, more or less.

Title: Acquisition, CEMEX Construction Materials Inc,
APN: 200-11-005B,- 005D, -005M, -005N

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

Phone: 480.503.2250 Fax: 480.503.2258

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
15573
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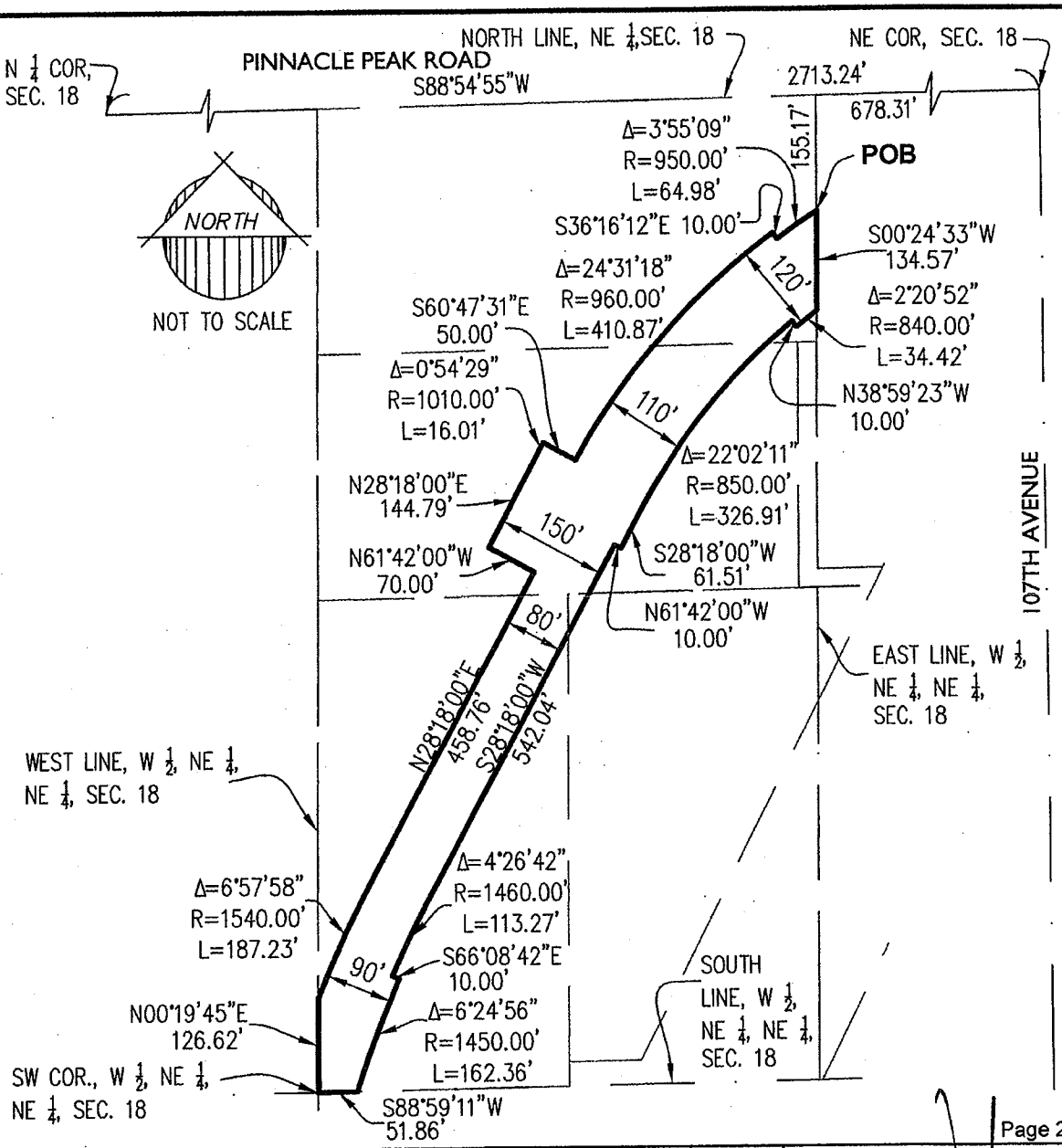
HUGHES
Date Signed 11/16/2011
ARIZONA U.S.A.

EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

SKETCH



Page 2 of 2

Title: Acquisition, CEMEX Construction Materials Inc, APN: 200-11-005B,- 005D, -005M, -005N

Preparing Firm: EPS Group, Inc.

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ARIZONA U.S.A.

EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

LEGAL DESCRIPTION

A portion of the West Half of the Northeast Quarter of the Northeast Quarter of Section 18, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows;

Commencing at a Maricopa County Department of Transportation brass cap at the northeast corner of said Section 18, from which an Arizona Public Service brass cap at the north quarter corner of said Section18 bears S88°54'55"W (an assumed bearing) at a distance of 2713.24 feet; thence S88°54'55"W, along the north line of the Northeast Quarter of said Section18, for a distance of 1,307.61 feet; thence S01°05'05"E for a distance of 1,245.68 feet to the POINT OF BEGINNING;
Thence S69°08'41"E for a distance of 90.00 feet to a point on a non-tangent curve, concave to the east, the center of which bears S69°08'41"E, at a distance of 1,360.00 feet; thence southerly along the arc of said curve, through a central angle of 02°08'46" for a distance of 50.94 feet to a point on the south line of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 18; thence S88°59'11"W, along said south line, for a distance of 95.23 feet to a point on a non-tangent curve, concave to the east, the center of which bears S72°33'39"E, at a distance of 1,450.00 feet; thence northerly along the arc of said curve, through a central angle of 03°24'58" for a distance of 86.45 feet to the POINT OF BEGINNING.

An area containing 6,184 square feet or 0.1420 acres, more or less.

Together with a portion of the West Half of the Northeast Quarter of the Northeast Quarter of Section 18, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows;

Commencing at a Maricopa County Department of Transportation brass cap at the northeast corner of said Section 18, from which an Arizona Public Service brass cap at the north quarter corner of said Section18 bears S88°54'55"W (an assumed bearing) at a distance of 2713.24 feet; thence S88°54'55"W, along the north line of the Northeast Quarter of said Section18, for a distance of 817.59 feet; thence S01°05'05"E for a distance of 394.66 feet to the POINT OF BEGINNING;

Thence S48°44'44"E for a distance of 10.00 feet to a point on a non-tangent curve, concave to the southeast, the center of which bears S48°44'44"E, at a distance of 840.00 feet; thence southwesterly along the arc of said curve, through a central angle of 12°57'16" for a distance of 189.92 feet to a point of tangency; thence S28°18'00"W for a distance of 61.51 feet; thence N61°42'00"W for a distance of 10.00 feet; thence N28°18'00"E for a distance of 61.51 feet to the beginning of a curve, concave to the southeast, the center of which bears S61°42'00"E at a distance of 850.00 feet; thence northeasterly, along the arc of said curve, through a central angle of 12°57'16" for a distance of 192.18 feet to the POINT OF BEGINNING.

An area containing 2,526 square feet or 0.0580 acres, more or less.

Title: TCE, CEMEX Construction Materials Inc,
APN: 200-11-005B,- 005D, -005M, -005N

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

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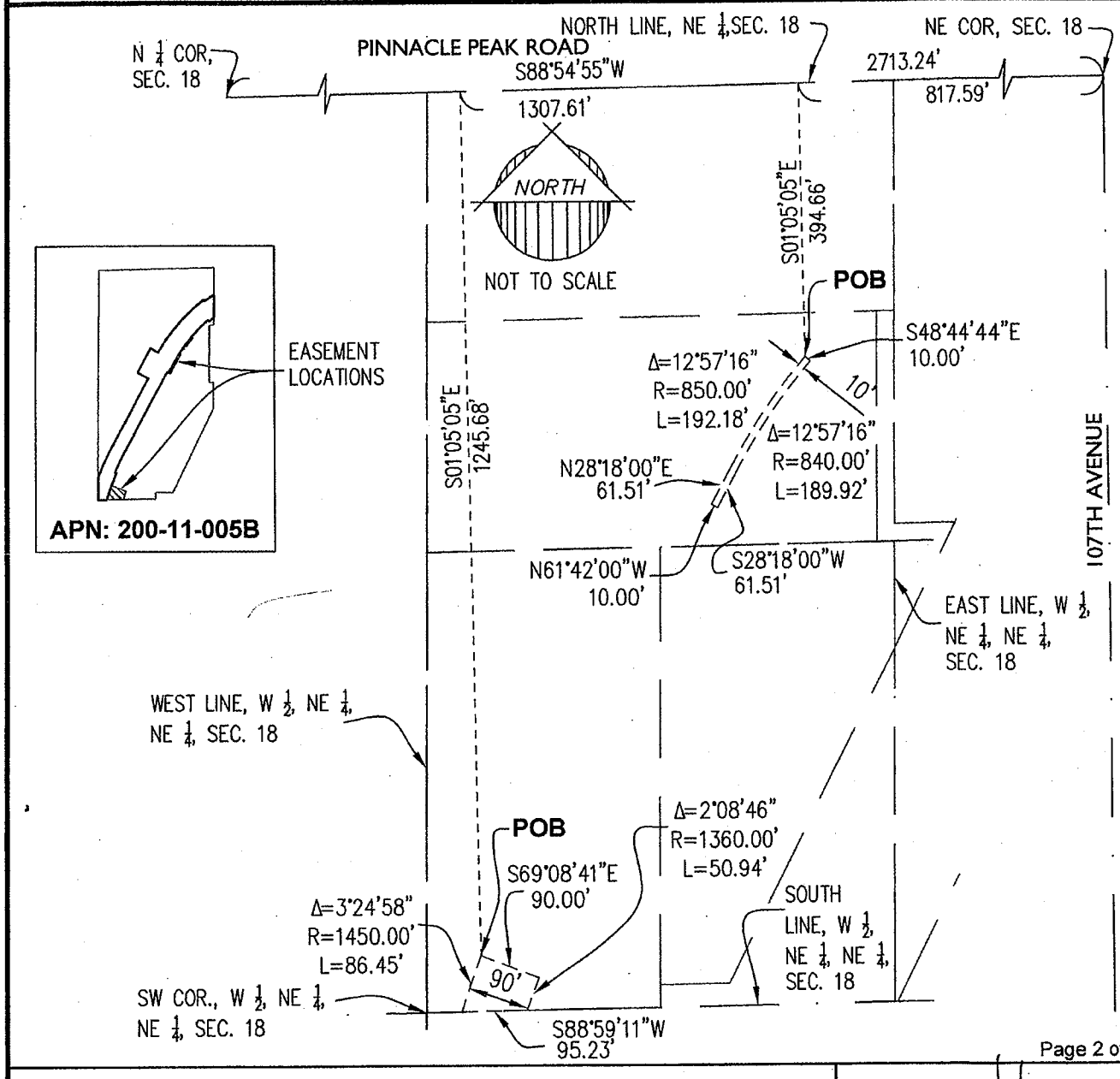
Date Signed 11/2/2011
ARIZONA U.S.A.

EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

SKETCH



Title: TCE, CEMEX Construction Materials Inc,
APN: 200-11-005B,- 005D, -005M, -005N

Preparing Firm: EPS Group, Inc.

Address: 2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 15573
GERALD HUGHES
Date Signed 1/12/11
ARIZONA U.S.A.
EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

LEGAL DESCRIPTION

That part of the Southeast Quarter of the Northwest Quarter of Section 19, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at flush cotton picker spindle at the center of said Section 19, from which a flush Maricopa County aluminum cap at the north quarter corner of said Section 19 bears N00°20'51"E (an assumed bearing) at a distance of 2649.47 feet; thence N00°20'51"E, along the north-south midsection line of said Section 19, for a distance of 1,324.73 feet to the northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 19; thence S89°16'16"W, along the north line of the Southeast quarter of the Northwest quarter of said Section 19, for a distance of 291.45 feet to the northwest corner of that parcel deeded to the City of Peoria in Special Warranty Deed recorded January 11,2008 in Document No. 2008-0030706, Official Records of Maricopa County, Arizona, said point being the POINT OF BEGINNING;

Thence S39°54'22"E, along the southwesterly line of said City of Peoria parcel, for a distance of 211.93 feet to a point on the westerly line of the Arizona Public Service Company right of way; thence S17°40'36"W, along said westerly line, for a distance of 507.67 feet; thence N16°11'46"W for a distance of 360.49 feet to the beginning of a curve, concave to the east, the center of which bears N73°48'14"E at a distance of 710.00 feet; thence northerly, along the arc of said curve, through a central angle of 24°18'56" for a distance of 301.32 feet to a point on the north line of the Southeast Quarter of the Northwest Quarter of said Section 19; thence N89°16'16"E, along said north line, for a distance of 139.82 feet to the POINT OF BEGINNING.

An area containing 105,107 square feet or 2.4129 acres, more or less.

Title: Acquisition, ACAEL LLC, APN: 200-12-001N

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

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EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

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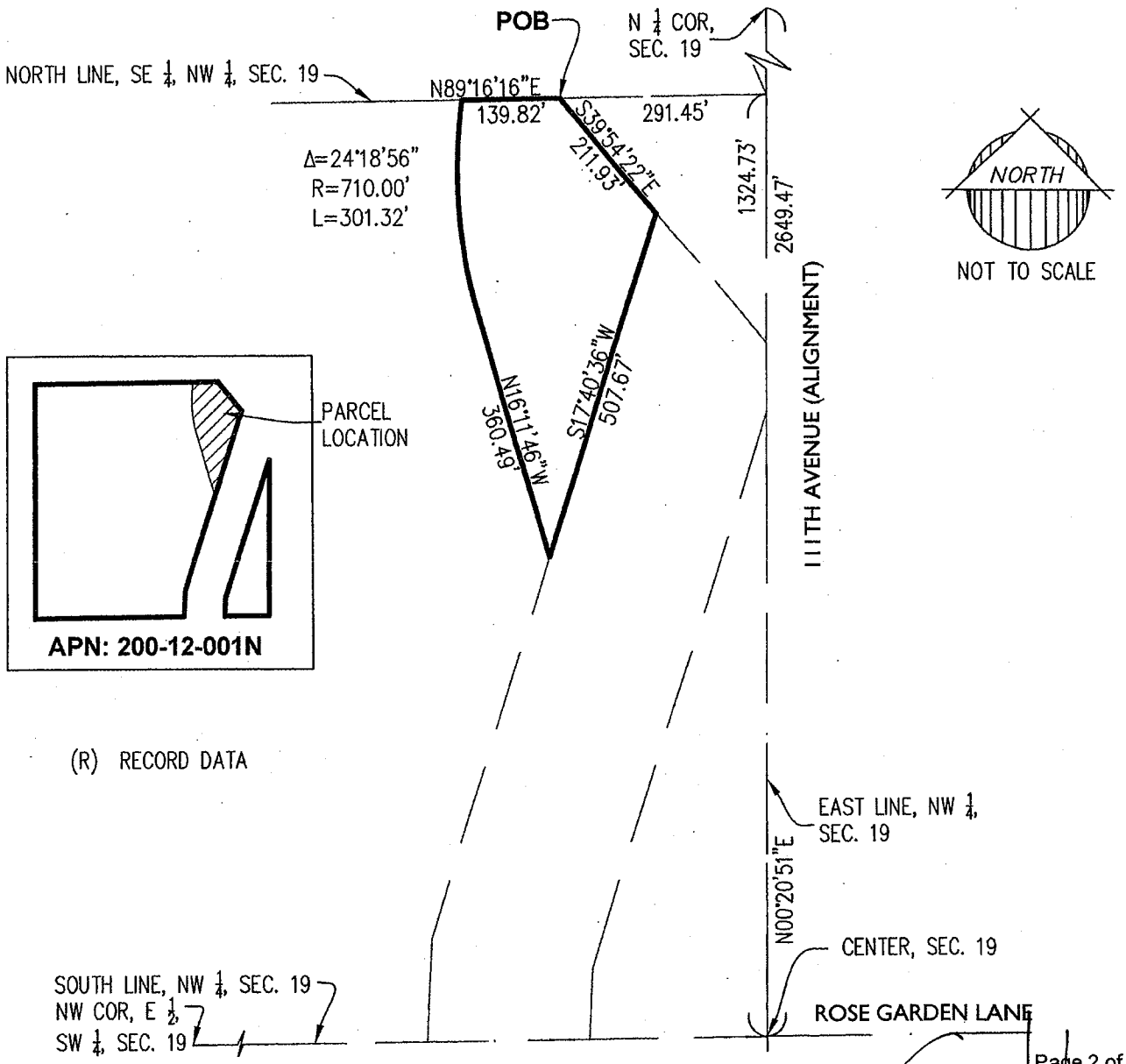

Title: Acquisition, ACAEL LLC, APN: 200-12-001N

Preparing Firm: EPS Group, Inc.

Address: 2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

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EXPIRES: 3/31/2012

Resolution No. 2012-04

EXHIBIT A

LEGAL DESCRIPTION

That part of the Southeast Quarter of the Northwest Quarter of Section 19, Township 4 North, Range I East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at flush cotton picker spindle at the center of said Section 19, from which a flush Maricopa County aluminum cap at the north quarter corner of said Section 19 bears N00°20'51"E (an assumed bearing) at a distance of 2649.47 feet; thence N00°20'51"E, along the north-south midsection line of said Section 19, for a distance of 1,324.73 feet to the northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 19; thence S89°16'16"W, along the north line of the Southeast quarter of the Northwest quarter of said Section 19, for a distance of 431.26 feet to the POINT OF BEGINNING;

Said point also being on a non-tangent curve, concave to the east, the center of which bears S81°52'50"E, at a radial distance of 710.00 feet; thence southerly along the arc of said curve, through a central angle of 23°25'33", for a distance of 290.29 feet; thence S74°41'37"W, not tangent to said curve, for a distance of 10.00 feet to a point on a non-tangent curve, concave to the east, the center of which bears N74°41'37"E, at a distance of 720.00 feet; thence northerly along the arc of said curve, through a central angle of 23°18'07" for a distance of 292.82 feet to a point on the north line of the Southeast Quarter of the Northwest Quarter of said Section 19; thence N89°16'16"E for a distance of 10.12 feet to the POINT OF BEGINNING.

An area containing 2,916 square feet or 0.0669 acres, more or less.

Title: TCE, ACAEL LLC, APN: 200-12-001N

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

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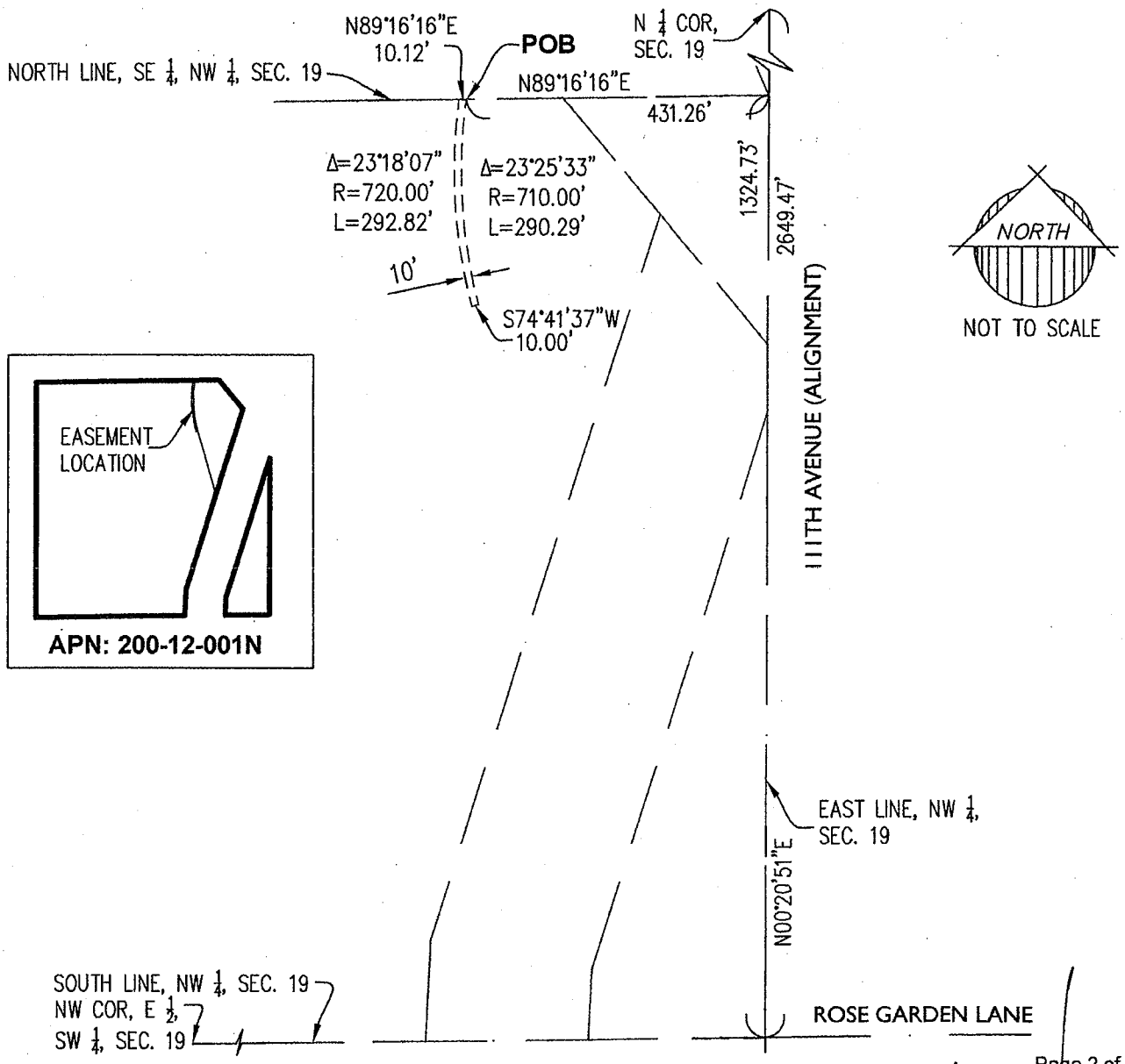

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Preparing Firm: EPS Group, Inc.

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Resolution No. 2012-04

EXHIBIT A

LEGAL DESCRIPTION

That part of the Southeast quarter of the Northwest quarter of Section 19, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the center of said Section 19, running thence South 88 degrees 53 minutes 12 seconds West, along the South line of the Northwest quarter of said Section 19, a distance of 247.84 feet to a point on the Easterly line of the Arizona Public Service Company right of way; Thence North 02 degrees 25 minutes 04 seconds East, along said Easterly right of way line, a distance of 99.44 feet; Thence North 17 degrees 07 minutes 24 seconds East, a distance of 821.08 feet to a point on the East line of the Southeast quarter of the Northwest quarter of said Section 19; Thence South 00 degrees 07 minutes 15 seconds East, a distance of 879.22 feet to the Point of Beginning.

An area containing 119,949 square feet or 2.7537 acres, more or less.

Title: Acquisition, ACAEL LLC, APN: 200-12-001N

Preparing Firm: EPS Group Inc.

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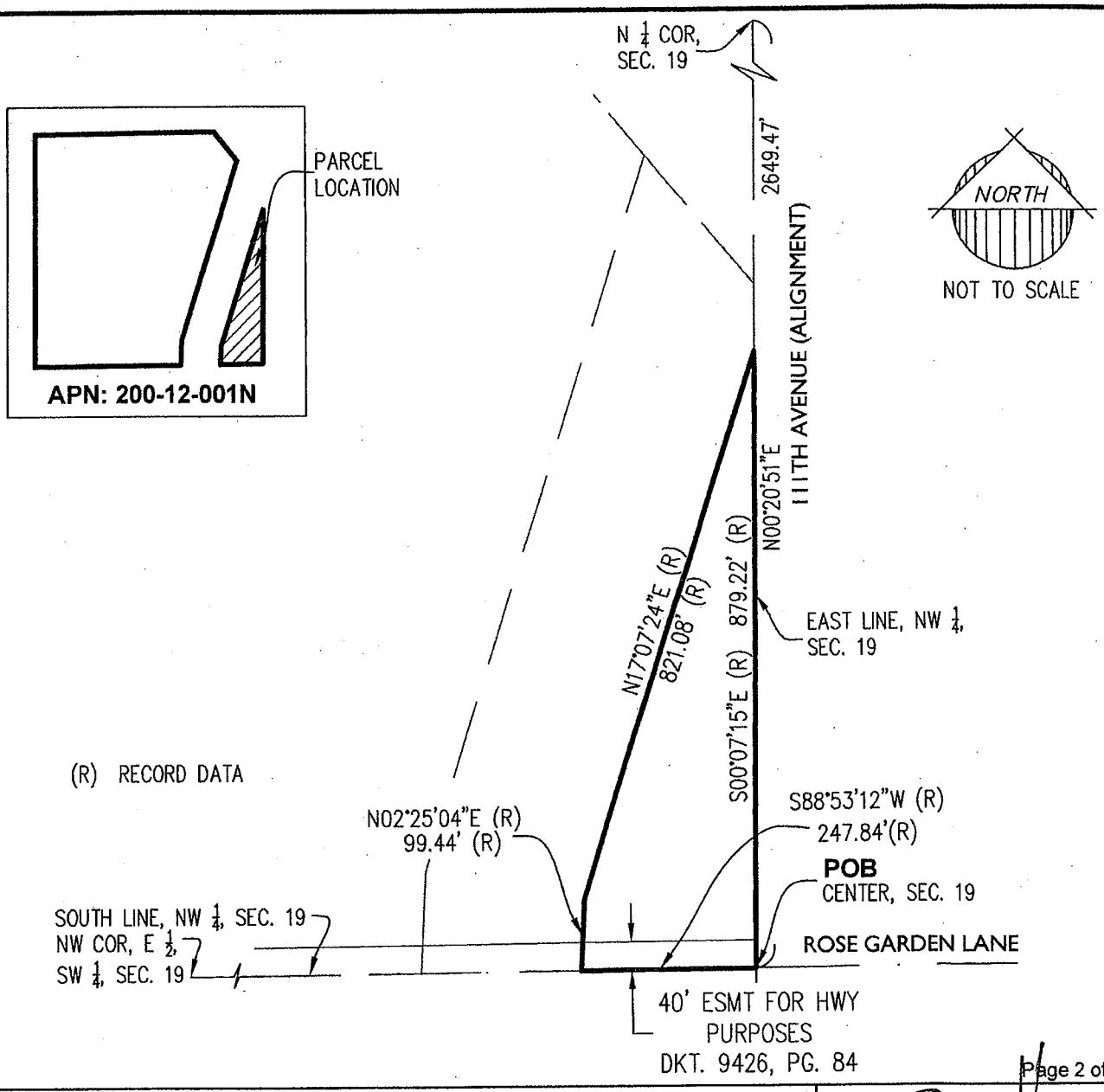

Title: Acquisition, ACAEL LLC, APN: 200-12-001N

Preparing Firm: EPS Group, Inc.

Address: 2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 15573
GERALD HUGHES
Date Signed 11/16/11
ARIZONA U.S.A.

EXPIRES: 3/31/2012

EXHIBIT A

LEGAL DESCRIPTION

That part of the Northeast quarter of Section 18, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying Northerly of a line, described as follows:

Commencing at the Northeast corner of said Section 18; Thence South 00 degrees 28 minutes 46 seconds West along the East line of said Section 18, a distance of 91.493 meters (300.17 feet) to the Point of Beginning;

Thence continuing South 00 degrees 28 minutes 46 seconds West, along said East line also being the East line of said parcel, a distance of 109.215 meters (358.32 feet) to an angle point in the Easterly line of said parcel; Thence South 88 degrees 57 minutes 09 seconds West, along the Southerly line of said parcel, a distance of 16.725 meters (54.87 feet); Thence North 00 degrees 28 minutes 46 seconds East, a distance of 97.691 meters (320.51 feet); Thence North 88 degrees 04 minutes 35 seconds West, a distance of 10.148 meters (33.29 feet); Thence North 39 degrees 40 minutes 41 seconds West, a distance of 28.642 meters (93.97 feet); Thence North 26 degrees 47 minutes 00 seconds East, a distance of 61.052 meters (200.30 feet) to the Point of Beginning of said line; Thence South 89 degrees 20 minutes 21 seconds East, a distance of 4.842 meters (15.89 feet) to the Point of Ending of said line; and

EXCEPT any portion of said land lying within that parcel described in Docket 4191 , page 140, records of Maricopa County, Arizona, being a portion of the East half of the Northeast quarter of the of the Northeast quarter of Section 18, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian , Maricopa County, Arizona described as follows:

That part of the East half of the Northeast quarter of the Northeast quarter of Section 18, Township 4 North , Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona (using the South line of said East half of the Northeast quarter of the Northeast quarter of Section 18, as a basis of bearing North 88 degrees 50 minutes 00 seconds East);

Beginning at the Southwest corner of said East half of the Northeast quarter of the Northeast quarter of Section 18;
Thence North 88 degrees 50 minutes 00 seconds East along the South line of said East half of the Northeast quarter of the Northeast quarter of Section 18, a distance of 3.73 feet; Thence North 26 degrees 47 minutes 00 seconds East, a distance of 1490.00 feet to a point on the North line of said East half of the Northeast quarter of the Northeast quarter of Section 18 which bears Sonth 88 degrees 57 minutes 00 seconds West, a distance of 13.53 feet from the Northeast corner thereof; Thence South 88 degrees 57 minutes 00 seconds West along the North line of said East half of the Northeast quarter of the Northeast quarter of Section 18, a distance of 260.09 feet; Thence South 26 degrees 47 minutes 00 seconds West, a distance of 913.00 feet to a point on the West line of said East half of the Northeast quarter of the Northeast quarter of Section 18; Thence South 00 degrees 25 minutes 00 seconds West along the West line of said East half of the Northeast quarter of the Northeast quarter of Section 18, a distance of 510.45 feet to the Southwest corner thereof and the Point of Beginning.

An area containing 146 square feet or 0.0034 acres, more or less.

Title: Acquisition, Richard G. Peterson, APN: 200-11-257

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

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EXPIRES: 3/31/2012

EXHIBIT A

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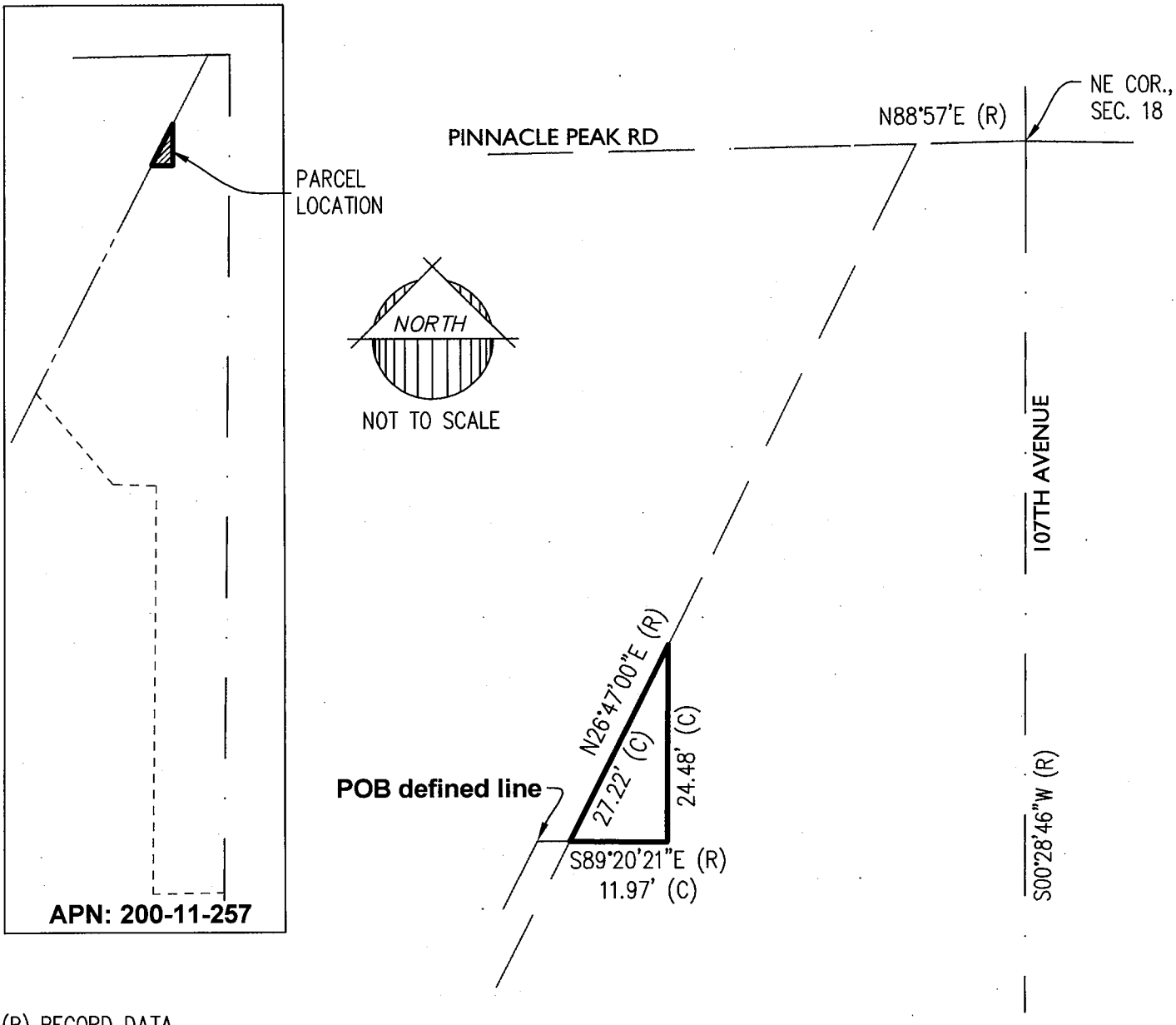

(R) RECORD DATA
(C) CALCULATED DATA

Title: Acquisition, Richard G. Peterson, APN: 200-11-257

Preparing Firm: EPS Group, Inc.

Address: 2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

REGISTERED LAND SURVEYOR
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ARIZONA U.S.A.

EXPIRES: 3/31/2012

EXHIBIT A

LEGAL DESCRIPTION

That part of the Northeast quarter of Section 18, Township 4 North, Range I East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying Northerly, Easterly and Southeasterly of a line described as follows:

Commencing at the Northeast corner of said Section 18; Thence South 00 degrees 28 minutes 46 seconds West along the East line of said Section 18, a distance of' 91.493 meters (300. 17 feet) to the Point of Beginning;

Thence continuing South 00 degrees 28 minutes 46 seconds West, along said East line also being the East line of said parcel, a distance of 109.215 meters (358.32 feet) to an angle point in the Easterly line of said parcel; Thence South 88 degrees 57 minutes 09 seconds West, along the Southerly line of said parcel, a distance of 16.725 meters (54.87 feet); Thence North 00 degrees 28 minutes 46 seconds East, a distance of 97.691 meters (320.51 feet); Thence North 88 degrees 04 minutes 35 seconds West, a distance of 10.148 meters (33.29 feet); Thence North 39 degrees 40 minutes 41 seconds West, a distance of 28.642 meters (93.97 feet); Thence North 26 degrees 47 minutes 00 seconds East, a distance of 61.052 meters (200.30 feet) to an angle point; Thence South 89 degrees 20 minutes 21 seconds East, a distance of 4.842 meters (15.89 feet) to the Point of Beginning of said line; Thence North 00 degrees 28 minutes 46 seconds East to a point on the Southeasterly line of the parcel of land described in Docket 4191, page 140, records of Maricopa County, Arizona; Thence North 26 degrees 47 minutes 00 seconds East, along said line to a point on the Northerly line of said Section 18 and the end of said line.

EXCEPT that parcel set forth in Final Order of Condemnation for Maricopa County recorded in Document No. 2002-1370715, described as follows :

That portion of the Northeast quarter of Section 18, Township 4 North, Range I East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, also being a portion of that certain parcel described in Document No. 85-313253, records of Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 18; Thence South 00 degrees 28 minutes 46 seconds West, along the East line of said Section 18, a distance of 26.07 meters (87.61) feet to the Northeast corner of said parcel and the Point of Beginning;
Thence continuing South 00 degrees 28 minutes 46 seconds West, along the East line of said Section 18 and said parcel, a distance of 64.788 meters (212.56 feet); Thence North 88 degrees 44 minutes 43 seconds West, along the Southerly line of said parcel, a distance of 13.439 meters (44.09 feet) to the Southwest corner of said parcel; Thence North 00 degrees 28 minutes 46 seconds East, along the West line of said parcel, a distance of 64.649 meters (212.10 feet) to the Northwest corner of said parcel; Thence South 89 degrees 20 minutes 21 seconds East, along the North line of said parcel, a distance of 13.438 meters (44.09 feet) to the Point of Beginning.

An area containing 2,891 square feet or 0.0664 acres, more or less.

Title: Acquisition, BCW Inc, APN: 200-11-258

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

REGISTERED LAND SURVEYOR
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EXPIRES: 3/31/2012

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EXHIBIT A

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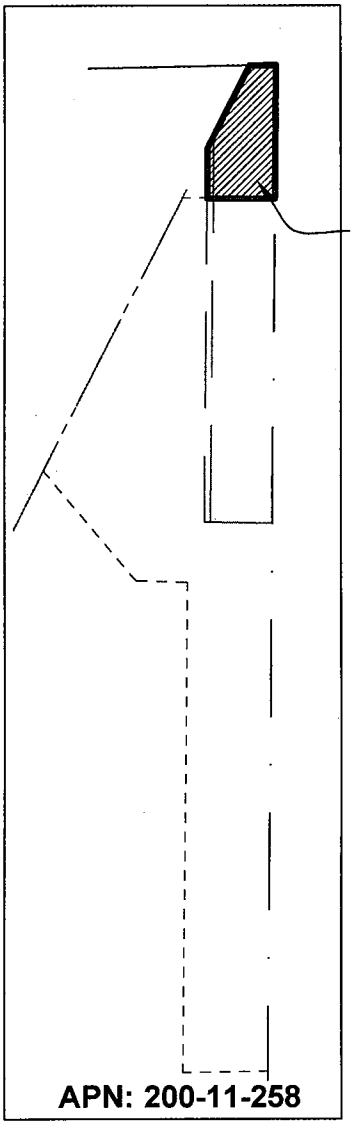

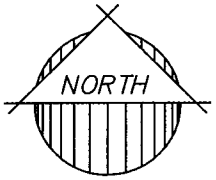

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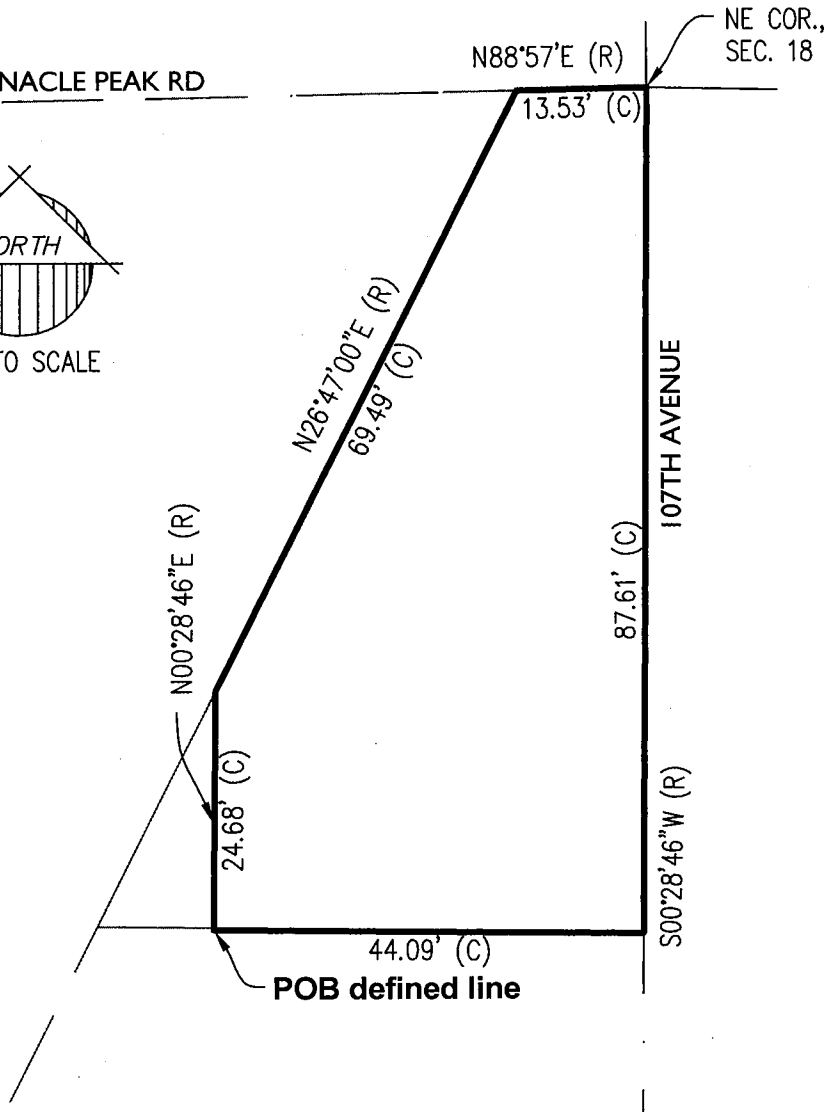

(R) RECORD DATA
(C) CALCULATED DATA

Title: Acquisition, BCW Inc, APN: 200-11-258

Preparing Firm: EPS Group, Inc.

Address: 2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210

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EXPIRES: 3/31/2012

EXHIBIT A

LEGAL DESCRIPTION

A portion of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at a Maricopa County Department of Transportation brass cap in a hand hole at the Northwest corner of said Section 17, from which a flush brass cap stamped with "LS 24513" at the north quarter corner of said Section 17 bears S89°06'32"E (an assumed bearing) at a distance of 2658.34 feet; thence S89°06'32"E, along the north line of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 17, for a distance of 134.13 feet; thence S00°53'28"W for a distance of 55.01 feet to a point on the south line of the north 55.00 feet of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 17, said point being the POINT OF BEGINNING;

Thence S89°06'32"E, along said south line, for a distance of 152.40 feet to a point on a non-tangent curve, concave to the southeast, the center of which bears S25°59'55"E, at a distance of 190.00 feet; thence southwesterly along the arc of said curve, through a central angle of 02°16'37" for a distance of 7.55 feet; to the beginning of a reverse curve, concave to the north, the center of which bears N28°16'33"W at a distance of 258.00 feet; thence westerly along the arc of said curve, through a central angle of 25°26'37" for a distance of 114.57 feet to a point of tangency; thence S87°10'05"W for a distance of 37.05 feet; thence N01°13'39"E for a distance of 38.12 feet to the POINT OF BEGINNING.

An area containing 3,993 square feet or 0.0917 acres, more or less.

Title: Acquisition, Revell-Spata Railroad Avenue LLC,
APN: 200-10-779B

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

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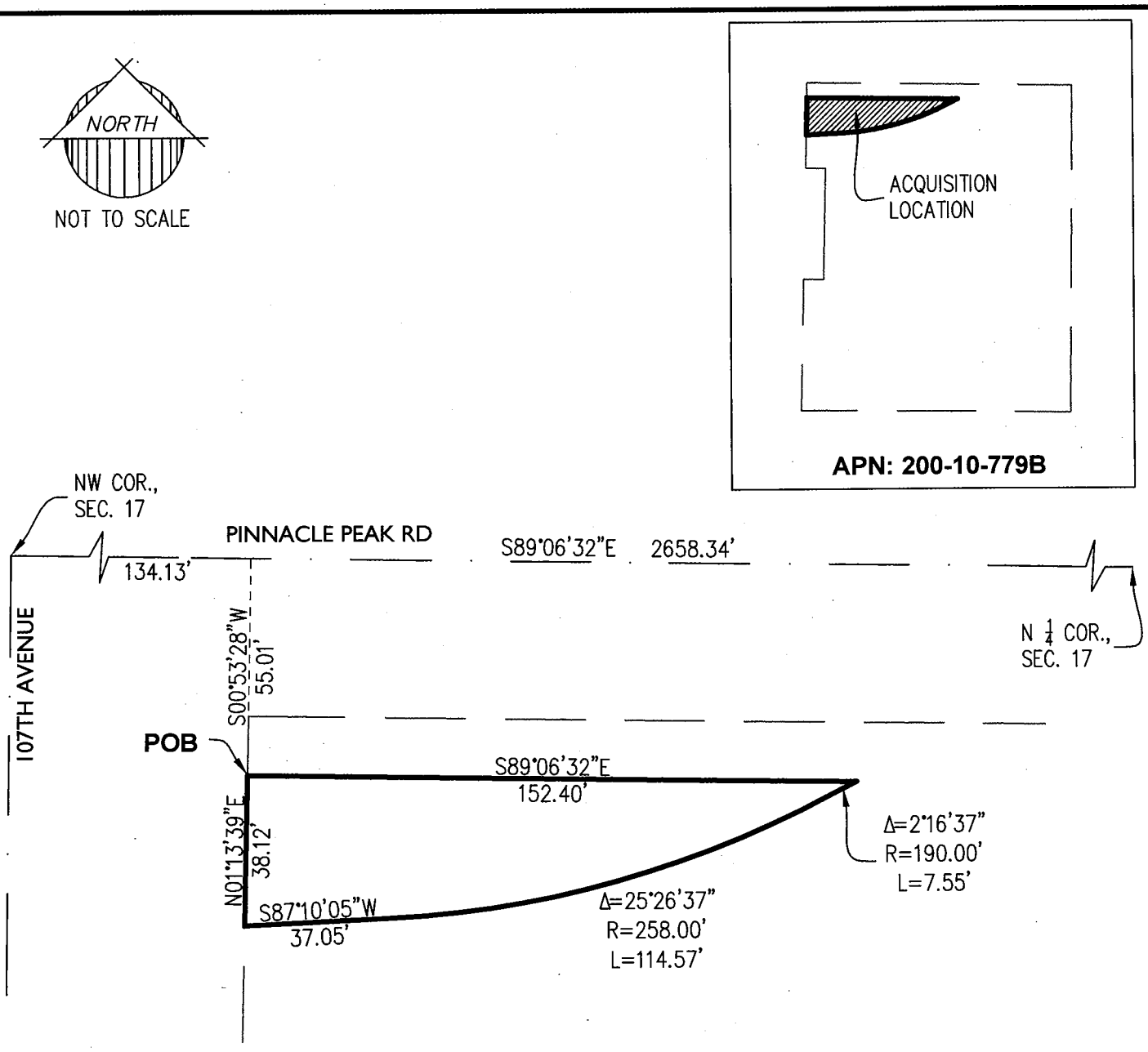

Title: Acquisition, Revell-Spata Railroad Avenue LLC, APN: 200-10-779B

Preparing Firm: EPS Group, Inc.

Address: 2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210

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EXHIBIT A

LEGAL DESCRIPTION

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Commencing at a Maricopa County Department of Transportation brass cap in a hand hole at the Northwest corner of said Section 17, from which a flush brass cap stamped with "LS 24513" at the north quarter corner of said Section 17 bears S89°06'32"E (an assumed bearing) at a distance of 2658.34 feet; thence S89°06'32"E, along the north line of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 17, for a distance of 134.13 feet; thence S00°53'28"W for a distance of 55.01 feet to a point on the south line of the north 55.00 feet of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 17; thence S89°06'32"E, along said south line, for a distance of 152.40 feet to the POINT OF BEGINNING;

Thence continuing S89°06'32"E, along said line, for a distance of 11.71 feet to a point on a non-tangent curve, concave to the southeast, the center of which bears S22°45'48"E, at a distance of 185.00 feet; thence southwesterly along the arc of said curve, through a central angle of 05°30'45" for a distance of 17.80 feet; to the beginning of a reverse curve, concave to the north, the center of which bears N28°16'33"W at a distance of 263.00 feet; thence westerly along the arc of said curve, through a central angle of 25°26'37" for a distance of 116.79 feet to a point of tangency; thence S87°10'05"W for a distance of 37.41 feet; thence N01°13'39"E for a distance of 5.01 feet; thence N87°10'05"E for a distance of 37.05 feet to the beginning of a curve, concave to the north, the center of which bears N02°49'55"W at a distance of 258.00 feet; thence easterly, along the arc of said curve, through a central angle of 25°26'37" for a distance of 114.57 feet; to the beginning of a reverse curve, concave to the southeast, the center of which bears S28°16'32"E at a distance of 190.00 feet; thence northeasterly along the arc of said curve, through a central angle of 02°16'37" for a distance of 7.55 feet to the POINT OF BEGINNING.

An area containing 827 square feet or 0.0190 acres, more or less.

Title: TCE, Revell-Spata Railroad Avenue LLC,
APN: 200-10-779B

Preparing Firm: EPS Group Inc.

Address: 2045 S. Vineyard, Suite 101 Mesa, AZ 85210

Phone: 480.503.2250 **Fax:** 480.503.2258

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Resolution No. 2012-04

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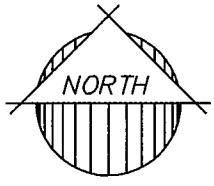

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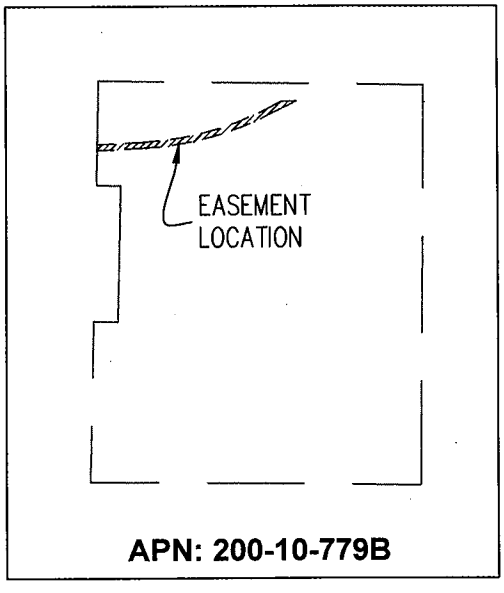

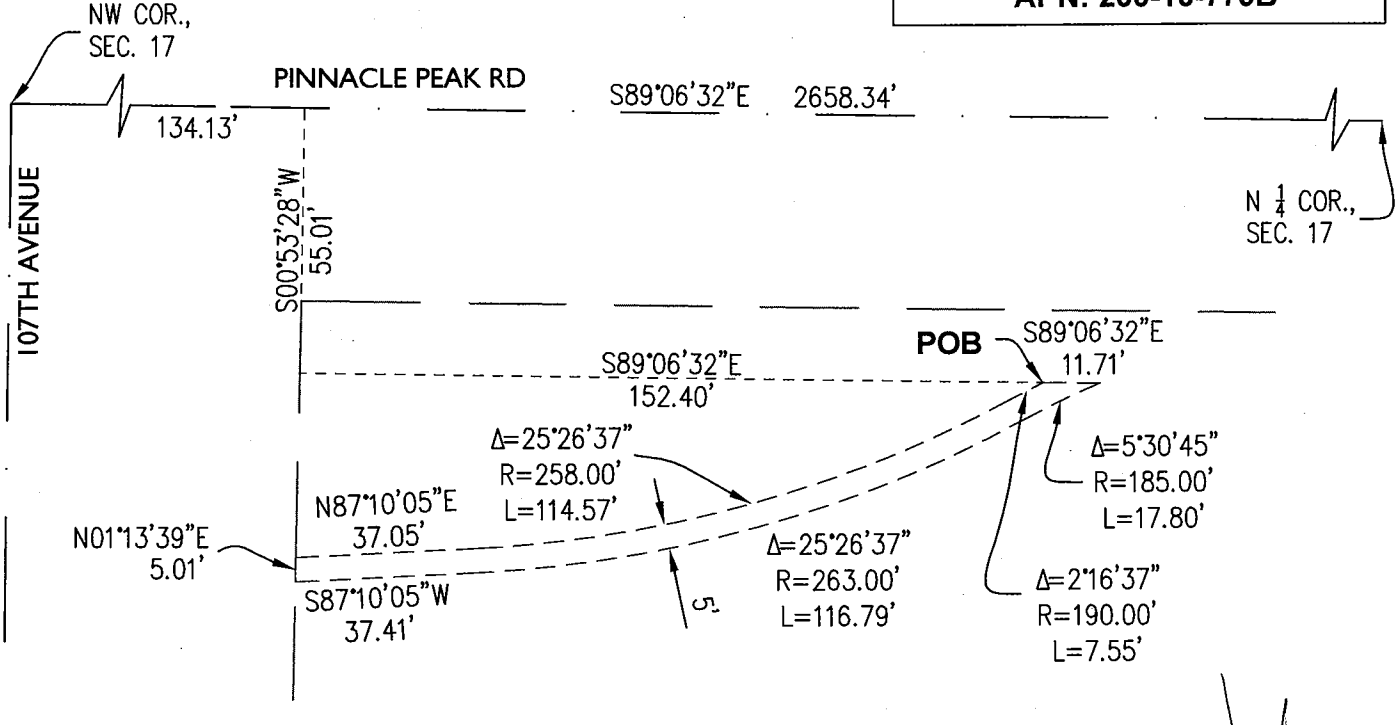

Title: TCE, Revell-Spata Railroad Avenue LLC,
APN: 200-10-779B

Preparing Firm: EPS Group, Inc.

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EXPIRES: 3/31/2012

CITY OF PEORIA, ARIZONA **Agenda Item: 7C**
COUNCIL COMMUNICATION

Date Prepared: November 8, 2011 **Council Meeting Date:** January 3, 2012

TO: Carl Swenson, City Manager

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

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Public Reclaimed Water Line Easement, Community Park 2, Southeast Corner of 83rd and Olive Avenues

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Purpose:

This is a request for City Council to authorize the execution of a Public Reclaimed Water Line Easement for the installation and maintenance of a reclaimed water line within Community Park 2.

Background/Summary:

Community Park 2 is located at the southeast corner of 83rd and Olive Avenues and is currently in the design phase. A reclaimed water line has been installed as part of this project.

Previous Actions:

The location of this reclaimed water line easement was determined during the initial design phase of the park.

Options:

A: City Council authorizes the execution and recordation of the Public Reclaimed Water Line Easement.

B: City Council chooses not to authorize the easement resulting in no public record of the existence or location of the reclaimed water line.

Staff's Recommendation:

Staff recommends the adoption of a Resolution authorizing the City Manager to execute the public reclaimed water line easement.

Fiscal Analysis:

There is no fiscal impact to the City associated with granting this easement.

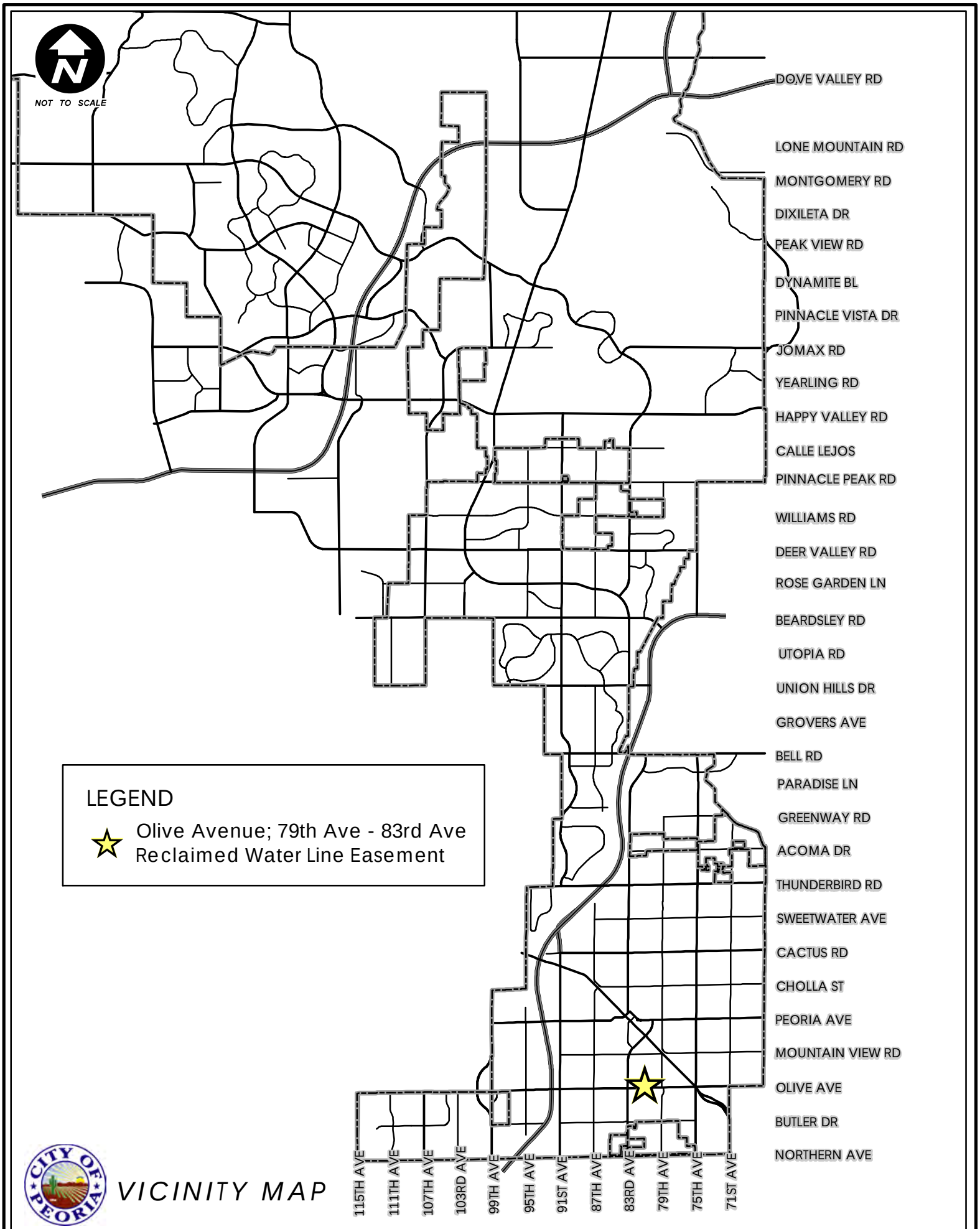
Narrative:

Recordation of this easement will provide a public record of the existence and location of the reclaimed water line.

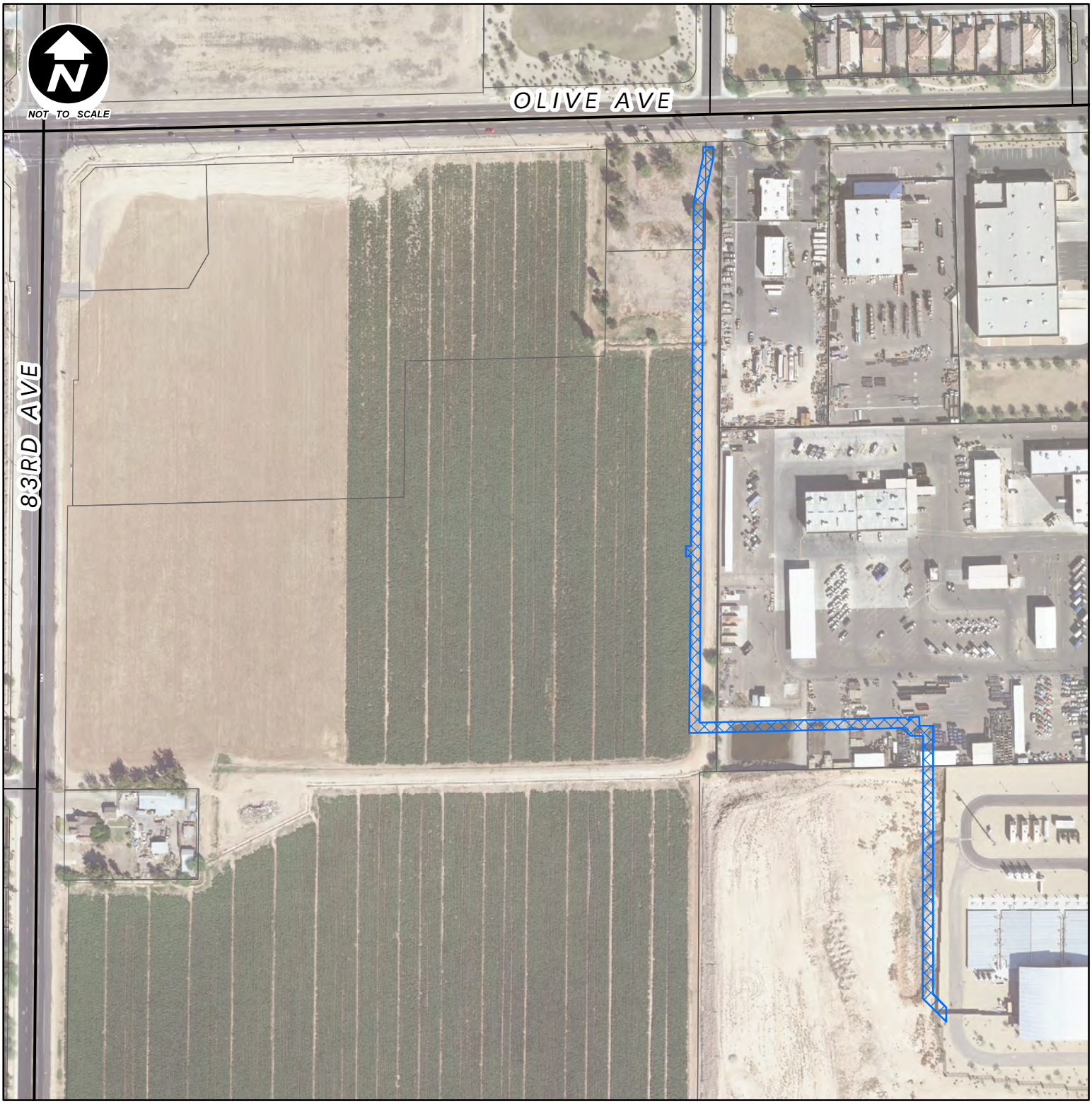
Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: Location Map
Exhibit 3: Resolution

Contact Name and Number: Kris Luna, Sr Real Property Administrator, (623) 773-7199



VICINITY MAP



LEGEND

Easement

City of Peoria
Reclaimed Water
Line Easement
Location Map

CITY OF PEORIA

GIS
Geographic Information Systems
CITY OF PEORIA
ARIZONA

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

RESOLUTION NO. 2012-03

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A RECLAIMED WATER LINE EASEMENT TO THE PUBLIC FOR A RECLAIMED WATER LINE RELATED TO THE DEVELOPMENT OF COMMUNITY PARK 2 AT THE SOUTHEAST CORNER OF 83RD AND OLIVE AVENUES.

WHEREAS, the City of Peoria has installed a reclaimed water line in Community Park 2 and the recording of an easement will provide public notice of the existence and location of the reclaimed water line.

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may convey any right, title or interest in any real property in such terms as the City Council determines to be appropriate and necessary; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of this Easement and authorize the City Manager to execute the document; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of the attached Easement to the public, and authorize the City Manager to execute the Easement.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 3rd day of January, 2012.

_____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Attachment:

1. Public Water Line Easement

When Recorded/Executed Mail to:

City Clerk
City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

EASEMENT FOR A PUBLIC RECLAIMED WATER LINE

City of Peoria, an Arizona municipal corporation, Grantor, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the public, in Maricopa County, Arizona, its successors, and assigns, a permanent and perpetual easement for the following purposes, namely: The right to enter upon for construction, maintenance, operation and replacement of a reclaimed water line over, under, and across the following described property situated in the County of Maricopa, State of Arizona, described as follows:

See Attached Description, Exhibit “A”

And the Grantor hereby covenants that it is lawfully seized and possessed on this aforementioned tract or parcel of land; that it has a good and lawful right to convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said easement, so as to prevent the same from interfering with the efficient maintenance and operation of said water lines.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Dated this _____ day of _____, 2012.

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

By: _____
Carl Swenson
City Manager

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this date, before me, a Notary Public, personally appeared Carl Swenson known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

LEGAL DESCRIPTION

A RECLAIMED WATER LINE EASEMENT SOUTH OF OLIVE AVENUE BETWEEN 79TH AVENUE AND 83RD AVENUE. THE ABOVE REFERENCED EASEMENT LIMITS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HAND HOLE AT THE NORTHWEST CORNER OF SAID SECTION 35, FROM WHICH A BRASS CAP IN A HAND HOLE AT THE NORTH QUARTER CORNER OF SAID SECTION 35 BEARS N88°33'23"E (AN ASSUMED BEARING) AT A DISTANCE OF 2653.56 FEET; THENCE N88°33'23"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, FOR A DISTANCE OF 1341.79 FEET TO A POINT ON THE EAST LINE OF THE WEST 15 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE S00°29'02"W, ALONG SAID EAST LINE, FOR A DISTANCE OF 65.05 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 65 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 35, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING S00°29'02"W, ALONG SAID EAST LINE, FOR A DISTANCE OF 121.95 FEET; THENCE S11°44'02"W FOR A DISTANCE OF 92.26 FEET TO A POINT ON THE WEST LINE OF THE EAST 3 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE S00°29'02"W, ALONG SAID WEST LINE, FOR A DISTANCE OF 1,041.62 FEET; THENCE N88°33'55"E FOR A DISTANCE OF 413.25 FEET; THENCE S48°18'02"E FOR A DISTANCE OF 9.63 FEET; THENCE N00°00'00"E FOR A DISTANCE OF 7.69 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE N88°33'29"E, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 20.01 FEET; THENCE S00°00'00"E FOR A DISTANCE OF 18.25 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 27.50 FEET; THENCE S00°00'00"E FOR A DISTANCE OF 537.02 FEET; THENCE S45°00'00"E FOR A DISTANCE OF 37.96 FEET; THENCE S00°00'00"E 28.28 FEET; THENCE N45°00'00"W FOR A DISTANCE OF 66.25 FEET; THENCE N00°00'00"E FOR A DISTANCE OF 525.31 FEET; THENCE N90°00'00"W FOR A DISTANCE OF 23.82 FEET; THENCE N48°18'02"W FOR A DISTANCE OF 24.47 FEET; THENCE S88°33'55"W FOR A DISTANCE OF 426.02 FEET TO A POINT ON THE WEST LINE OF THE EAST 23 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE N00°29'02"E, ALONG SAID WEST LINE, FOR A DISTANCE OF 354.38 FEET; THENCE N89°30'58"W FOR A DISTANCE OF 9.98 FEET; THENCE N00°20'46"E FOR A DISTANCE OF 20.00 FEET; THENCE S89°30'58"E FOR A DISTANCE OF 10.03 FEET TO A POINT ON THE WEST LINE OF THE EAST 23 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE N00°29'02"E, ALONG SAID WEST LINE, FOR A DISTANCE OF 689.89 FEET; THENCE N11°44'02"E FOR A DISTANCE OF 92.26 FEET TO A POINT ON THE WEST LINE OF THE EAST 5 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE N00°29'02"E, ALONG SAID WEST LINE, FOR A DISTANCE OF 119.31 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 65 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE N88°33'22"E, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

AN AREA CONTAINING 46,971 SQUARE FEET OR 1.0783 ACRES, MORE OR LESS.

City of Peoria Reclaimed Water Line Easement
Title: south of Olive Avenue, between 79th Avenue and 83rd Avenue

Preparing Firm: EPS Group, Inc.

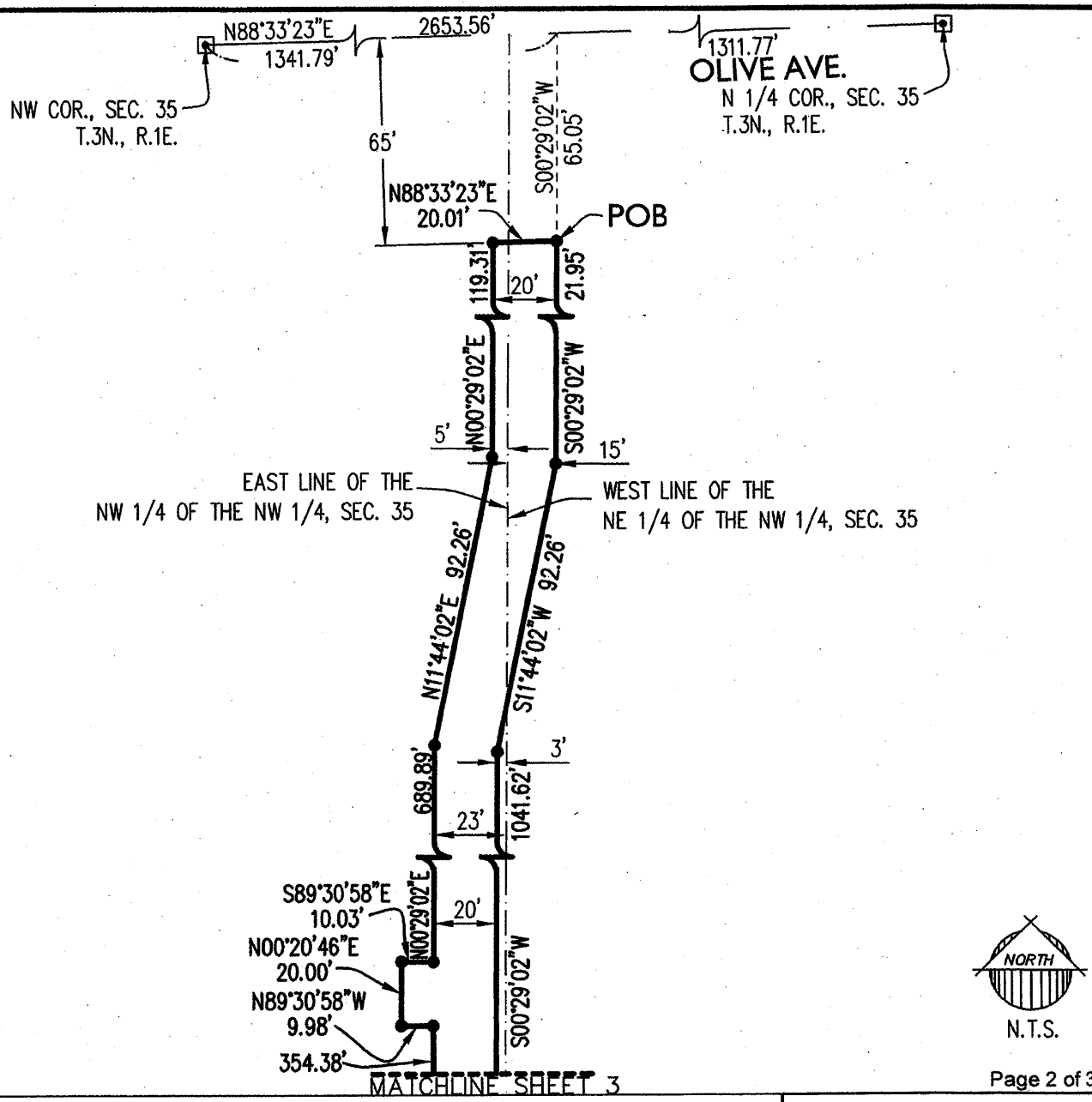
Address: 2045 S. Vineyard Ave., Suite 101, Mesa, AZ 85210

Phone: 480.503.2250 **Fax: 480.503.2258**

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48225
JOE
KRAFT
Date Signed 10-19-11
ARIZONA U.S.A.
EXPIRES: 9.30.2014

EXHIBIT A

SKETCH



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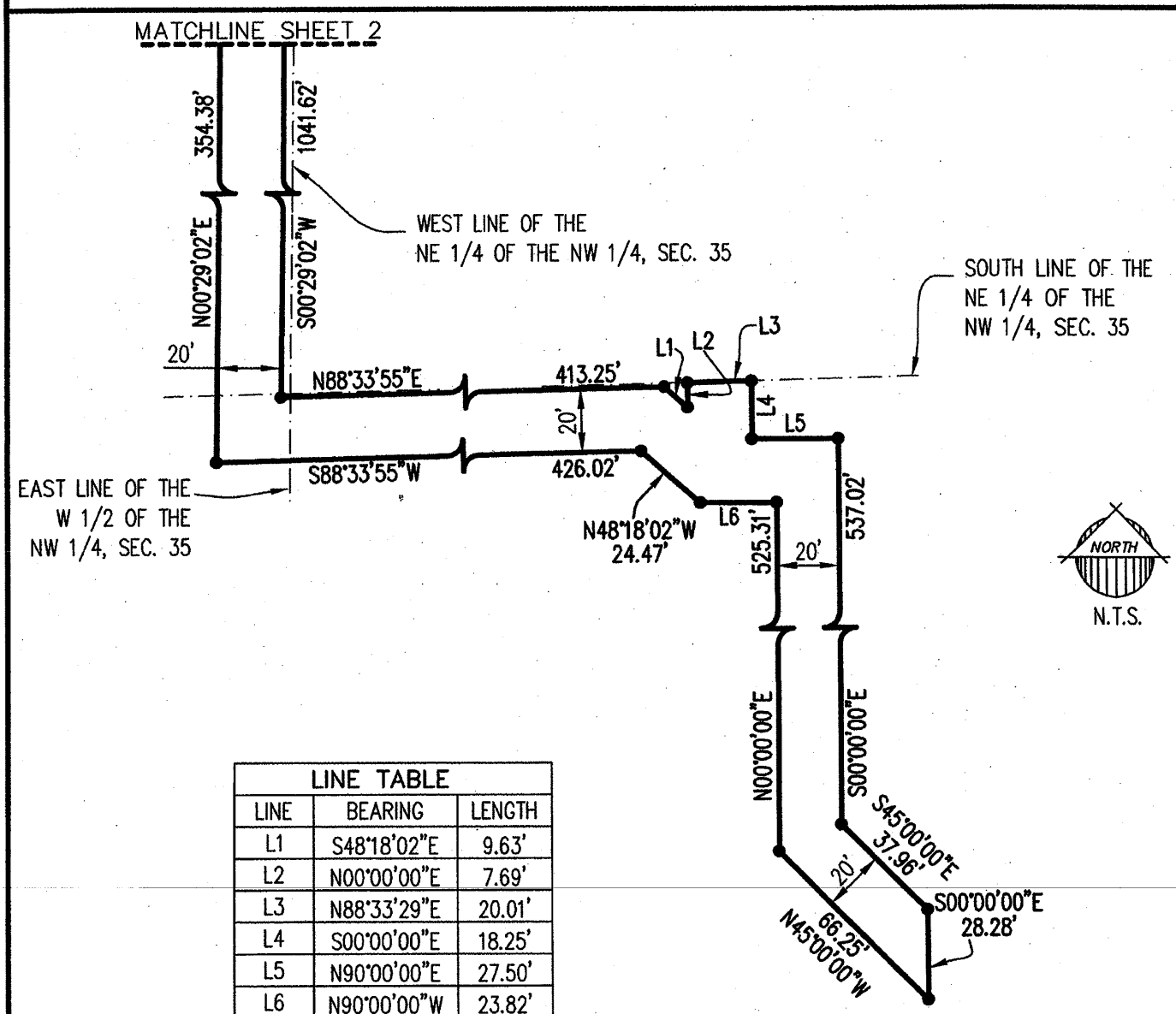
Date Signed 10.19.11
ARIZONA U.S.A.
EXPIRES: 9.30.2014

EXHIBIT A

SKETCH



LINE TABLE		
LINE	BEARING	LENGTH
L1	S48°18'02"E	9.63'
L2	N00°00'00"E	7.69'
L3	N88°33'29"E	20.01'
L4	S00°00'00"E	18.25'
L5	N90°00'00"E	27.50'
L6	N90°00'00"W	23.82'

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CERTIFICATE No.
48225
JOE
KRAFT
Date Signed 10.19.11
ARIZONA U.S.A.
EXPIRES: 9.30.2014

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 8C

Date Prepared: November 30, 2011 **Council Meeting Date: January 3, 2012**

TO: **Carl Swenson, City Manager**

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

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

SUBJECT: **Replat, Vistancia North Phase III Parcel F1 Phase 1, Vistancia Boulevard and Westland Road (Project No. R110031)**

Purpose:

This is a request for City Council to approve a Replat of Vistancia North Phase III Parcel F1 Phase 1, located on Westland Road west of Vistancia Boulevard, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Replat.

2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Replat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Replat.

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

Background/Summary:

The purpose of the Replat is to phase a previously platted residential subdivision. This replat establishes 48 lots of the previously platted Parcel F1 as Phase 1. This development is within

the City's water\sewer service area. All internal roadways are public and all necessary right of way is being dedicated.

Previous Actions:

Vistancia North Phase III Parcel F1 was approved by the City Council and recorded in February 2011. No significant changes were made to the parcel layout, other than splitting the previously platted parcel into phases.

Options:

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

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

Staff's Recommendation:

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

Fiscal Analysis:

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

Narrative:

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

Exhibit(s):

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number:

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

FINAL PLAT
VISTANCIA NORTH PHASE III PARCEL F1 PHASE 1

A RE-PLAT OF LOTS 1 THROUGH 48 AND TRACTS A, B, C, D, E, F, G, H, I, AND M OF VISTANCIA NORTH PHASE III PARCEL F1 AS SHOWN IN BOOK 1077 OF MAPS, PAGE 8, M.C.R.

A PORTION OF THE EAST HALF OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS "FINAL PLAT FOR VISTANCIA PHASE III PARCEL F1 PHASE 1" OVER A PORTION OF THE EAST HALF OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISH THIS PLAT AS, AND FOR, THE PLAT OF SAID "VISTANCIA PHASE III PARCEL F1 PHASE 1", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION, AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

AS USED HEREIN, THE TERM "MAINTENANCE CORPORATION DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VISTANCIA, DATED JULY 9, 2003 AND RECORDED JULY 9, 2003, IN INSTRUMENT NO. 2003-0898772, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS FROM TIME TO TIME THEREAFTER SUPPLEMENTED AND/OR AMENDED; AND, THE TERM "MAINTENANCE CORPORATION" SHALL MEAN AND REFER TO VISTANCIA MAINTENANCE CORPORATION(VMC), AN ARIZONA NON-PROFIT CORPORATION.

AS USED HEREIN, THE TERM "VILLAGE A DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS FOR VILLAGE A AT VISTANCIA, DATED JULY 31, 2003 AND RECORDED JULY 31, 2003, IN INSTRUMENT NO. 2003-1025411, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS FROM TIME TO TIME THEREAFTER SUPPLEMENTED AND/OR AMENDED; AND, THE TERM "VILLAGE A ASSOCIATION" SHALL MEAN AND REFER TO VISTANCIA VILLAGE A COMMUNITY ASSOCIATION (VVA), AN ARIZONA NON-PROFIT CORPORATION.

LANDSCAPING AND OTHER IMPROVEMENTS (OTHER THAN UTILITY IMPROVEMENTS, MAINTENANCE OF WHICH SHALL BE THE RESPONSIBILITY OF THE UTILITY PROVIDER) WITHIN EACH PUE SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR TRACT ON WHICH SUCH PUE IS LOCATED.

PUBLIC UTILITY EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITH THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

DO HEREBY GRANT TO THE CITY OF PEORIA, AND ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A WATER AND/OR SEWER LINE OVER, UNDER, AND ACROSS TRACT(S) SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA.

TO HAVE AND TO HOLD THE SAID EASEMENT UNTO CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER/SEWER LINE. SUBJECT TO NOTES 1, 2, 3 AND 4.

AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THIS AFOREMENTIONED TRACT OR PARCEL OF LAND; THAT IT HAS A GOOD AND LAWFUL RIGHT TO SELL AND CONVEY IT; AND THAT THEY WILL WARRANT THE TITLE AND QUIET POSSESSION THERE TO AGAINST THE LAWFUL CLAIM OF ALL PERSONS.

NOTES:
1. THE SAID EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT MAINTENANCE AND OPERATION OF SAID WATER LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
4. GRANTOR, ITS SUCCESSOR OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

IN THE EVENT THE RIGHT, PRIVILEGE AND EASEMENT HEREIN GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREIN GRANTED ALL RIGHTS HEREIN GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, THEIR HEIRS OR ASSIGNS.

THE CITY IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, DRAINAGE AND RETENTION AREAS ON TRACT(S) A, B, C, D, E, F, G, H, I, AND M. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT ANY SUCH TIME WHEN THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, DRAINAGE AND RETENTION AREAS. AS LONG AS THE HOMEOWNER'S ASSOCIATION IS IN EXISTENCE, IT IS RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, DRAINAGE AND RETENTION AREAS REGARDLESS OF THE DEDICATION OF THE EASEMENT.

TRACTS A, C, D, E, F, G, H, I, AND M ARE DECLARED TO BE COMMUNITY COMMON AREAS (AS DEFINED IN THE VILLAGE A DECLARATION) WHICH SHALL BE CONVEYED TO AND MAINTAINED BY THE VISTANCIA VILLAGE A COMMUNITY ASSOCIATION (VVA), PURSUANT TO THE TERMS OF THE VILLAGE A DECLARATION.

TRACT B IS DECLARED TO BE COMMUNITY COMMON AREAS (AS DEFINED IN THE MAINTENANCE CORPORATION DECLARATION), WHICH SHALL BE CONVEYED TO AND MAINTAINED BY THE VISTANCIA MAINTENANCE CORPORATION(VMC), PURSUANT TO THE TERMS OF THE MAINTENANCE CORPORATION DECLARATION.

TRACT D IS RESERVED FOR THE FUTURE REGIONAL TRAIL, AND WILL BE DEEDED TO THE CITY AT NO COST TO THE CITY AT THE TIME THAT THE CITY IS READY TO CONSTRUCT THE TRAIL.

SLOPE EASEMENT IS HEREBY PLACED ON A PARCEL WHERE SHOWN FOR THE PURPOSE OF RESTRICTING THE REGRADING OR REMOVAL OF MATERIAL FROM THE EASEMENT. THE OWNER OF THE PARCEL MAY CHANGE THE GRADING IN THIS AREA BY OBTAINING A GRADING PERMIT FROM THE CITY ALONG WITH AN ENGINEERED PLAN THAT TAKES INTO CONSIDERATION THE EARTHWORK, WALLS AND DRAINAGE CONCERNS.

THE UNDERSIGNED VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS HEREBY CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED THIS ______ DAY OF ______ 20__

VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: VISTANCIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

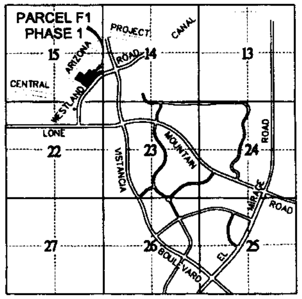
BY: SUNBELT PLEASANT POINT INVESTORS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: SUNBELT PP LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, ITS MANAGING MEMBER

BY: AGS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: ______

ITS: ______



KEY MAP
NTS

ZONING DISTRICT VRD-7 AND VRD-6

FLOOD ZONE

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C0740H, DATED SEPTEMBER 30, 2005 THIS PROPERTY IS LOCATED IN FLOOD INSURANCE ZONES "AE" AND SHADED ZONE "X". NO LOTS FALL WITHIN THE ZONE AE FLOOD ZONE. ZONE X: AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN; AREAS OF 1% ANNUAL CHANCE OF FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. ZONE AE: SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD. BASE FLOOD ELEVATIONS DETERMINED.

DEDICATION ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ______, 20__, BY ______ IN HIS CAPACITY AS ______ OF AGS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS GENERAL PARTNER OF SUNBELT PP LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, MANAGING MEMBER OF SUNBELT PLEASANT POINT INVESTORS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, MANAGING MEMBER OF VISTANCIA, LLC, DELAWARE LIMITED LIABILITY COMPANY, MANAGING MEMBER OF VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF THEREOF.

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

NOTARY PUBLIC: ______

MY COMMISSION EXPIRES: ______

OWNER/DEVELOPER:

VISTANCIA SOUTH, LLC
6720 N. SCOTTSDALE ROAD, SUITE 160
SCOTTSDALE, AZ 85253
PHONE: 623.243.6307
CONTACT: BOB BAMBAUER, P.E.

CONSULTING ENGINEER:

DEI PROFESSIONAL SERVICES, LLC
6225 N. 24TH STREET, SUITE 200
PHOENIX, AZ 85016-2034
PHONE: 602.954.0038
FAX: 602.944.8605
CONTACT: RICHARD B. HOPPE, P.E.
(CIVIL) NO. 14393

SHEET INDEX

1	COVER SHEET
2	NOTES, LEGAL AND LEGEND
3	SHEET INDEX, LOT DETAIL AND TABLES
4-6	FINAL PLAT PLANS
7	WATER EASEMENT DETAILS

LAND SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2010 AND THIS PLAT REPRESENTS THE SURVEY MADE. I FURTHER CERTIFY ALL EXTERIOR BOUNDARY MONUMENTS AND INDIVIDUAL LOT CORNER MONUMENTS SHOWN HEREON WILL BE SET WITHIN 90 DAYS OF PLAT RECORDATION THEIR LOCATION, SIZE AND MATERIAL TYPES ARE ACCURATELY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.

JASON KACK
ARIZONA REGISTERED LAND SURVEYOR,
DEI PROFESSIONAL SERVICES, LLC
6225 NORTH 24TH STREET
SUITE 200, PHOENIX, AZ. 85323

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ON THE ____ DAY OF ______ 20__

MAYOR ______ DATE:

ATTEST, CITY CLERK ______ DATE:

CITY ENGINEER ______ DATE:

LIEN HOLDER RATIFICATION AND CONSENT

THE UNDERSIGNED HOLDER OF ALL OF THE BENEFICIARY'S RIGHT, TITLE AND INTEREST UNDER THE CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES, RENTS, PROCEEDS AND AGREEMENTS RECORDED ON DECEMBER 23, 2002, IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AS INSTRUMENT NO. 2002-1387293, AS AMENDED (THE "DEED OF TRUST"), WHICH HAS BEEN ASSIGNED TO RFC CONSTRUCTION FUNDING CORP., A DELAWARE CORPORATION, HEREBY CONSENTS TO THIS MAP PLAT AND AGREES THAT THIS PLAT SHALL CONTINUE IN FULL FORCE AND EFFECT, EVEN IN THE EVENT OF FORECLOSURE OR TRUSTEE'S SALE PURSUANT TO SUCH DEED OF TRUST OR ANY OTHER ACQUISITION OF TITLE BY THE UNDERSIGNED, ITS SUCCESSORS, OR ASSIGNS, OF ALL OR ANY PORTION OF THE REAL PROPERTY COVERED BY SUCH DEED OF TRUST.

JPMORGAN CHASE BANK, N.A.

BY: ______

ITS: ______

ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

ON THIS ______ DAY OF ______ 20__ BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ______ PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON, ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: ______

MY COMMISSION EXPIRES: ______

VILLAGE A ASSOCIATION RATIFICATION AND CONSENT

THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

VISTANCIA VILLAGE A COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: ______

ITS: ______

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS ______ DAY OF ______ 20__, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED ______ WHO ACKNOWLEDGED HIMSELF TO BE THE ______ OF VISTANCIA VILLAGE A COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND THAT SUCH OFFICER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THIS NAME AS SUCH OFFICER ON BEHALF OF THE FOREGOING.

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

NOTARY PUBLIC: ______

MY COMMISSION EXPIRES: ______

MAINTENANCE CORPORATION RATIFICATION AND CONSENT

THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

VISTANCIA MAINTENANCE CORPORATION

BY: ______

ITS: ______

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS ______ DAY OF ______ 20__, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED ______ WHO ACKNOWLEDGED HIMSELF TO BE THE ______ OF VISTANCIA MAINTENANCE CORPORATION, AND THAT SUCH OFFICER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THIS NAME AS SUCH OFFICER ON BEHALF OF THE FOREGOING.

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

NOTARY PUBLIC: ______

MY COMMISSION EXPIRES: ______

VERSION:	DATE:	INIT:	DESCRIPTION:
1	10/13/2010	KLR	SUBMIT TO VISTANCIA SOUTH, LLC
2	10/25/2010	KLR	SUBMIT TO CITY OF PEORIA AND VISTANCIA SOUTH LLC
3	12/13/2010	KLR	SUBMIT TO CITY OF PEORIA AND VISTANCIA SOUTH LLC

REVISION:	DATE:	INIT:	DESCRIPTION:

DEI Professional Services, LLC
1982 - 2011
29 YEARS OF EXCELLENCE
DEI Professional Services, L.L.C.

VISTANCIA NORTH PHASE III
PARCEL F-1 PHASE 1
FINAL PLAT

Plot @ 0101 2010-10-22

COP# R110031

DATE:	09/28/11
PROJ. NO:	10002
DESIGN:	KLR
DRAWN:	HMW
CHECK:	KLR

1 of 7

VERSION 4

NOTES

1. THIS SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) No. MID-1126 AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) No. SLID-1065.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY FACILITIES, INCLUDING ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE WITHIN ALL TRACTS, EASEMENTS AND RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE MAINTENANCE CORPORATION. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE WITHIN TRACTS A, C, D, E, F, G, H, I, AND M SHALL BE THE RESPONSIBILITY OF THE VILLAGE A ASSOCIATION.
5. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
6. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30-INCHES IN HEIGHT SHALL NOT BE PERMITTED WITH VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30-INCHES IN HEIGHT OR BELOW 84-INCHES ARE PERMITTED. TREES ARE TO PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
8. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
9. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
10. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A DESIGNATED TRUCK ROUTE. LONE MOUNTAIN ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
11. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY. (GRAVEL OPERATION)
12. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT OR TRACT, WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
13. THIS SUBDIVISION HAS A REDUCED LEVEL OF STREETLIGHTING. ANY FUTURE ADDITIONAL STREETLIGHTING WILL BE AT THE EXPENSE OF THE ABUTTING PROPERTY OWNERS, NOT AT CITY EXPENSE.
14. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.

CERTIFICATIONS:

1. THE MASTER DEVELOPER SHALL CERTIFY THAT RULES AS MAY BE ESTABLISHED BY THE STATE DEPARTMENT OF TRANSPORTATION RELATING TO PROVISIONS FOR THE SAFETY OF ENTRANCE UPON AND DEPARTURE FROM ABUTTING STATE PRIMARY HIGHWAYS HAVE BEEN FOLLOWED AS APPLICABLE.
2. THE MASTER DEVELOPER SHALL CERTIFY THAT RULES AS MAY BE ESTABLISHED BY THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY RELATING TO THE CONSTRUCTION OR PREVENTION OF CONSTRUCTION OF STREETS IN LAND ESTABLISHED AS BEING SUBJECT TO PERIODIC INUNDATION HAVE BEEN FOLLOWED AS APPLICABLE.
3. THE MASTER DEVELOPER SHALL CERTIFY THAT RULES AS MAY BE ESTABLISHED BY THE MARICOPA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES RELATING TO THE PROVISION OF DOMESTIC WATER SUPPLY AND SANITARY SEWER DISPOSAL HAVE BEEN FOLLOWED AS APPLICABLE.
4. THE MASTER DEVELOPER SHALL CERTIFY THAT THE REQUIREMENTS OF THE PEORIA ZONING ORDINANCE AND THE CITY OF PEORIA INFRASTRUCTURE DESIGN GUIDELINES HAVE BEEN ADDRESSED AND FOLLOWED AS APPLICABLE.

F1 PHASE 1 - LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE WEST HALF OF SECTION 14 AND THE EAST HALF OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING A PORTION OF "VISTANCIA NORTH PHASE III PARCEL F1", AS RECORDED IN BOOK 1077 OF MAPS, PAGE 8, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14, BEING A GLO BRASS CAP, FROM WHICH THE SOUTH QUARTER CORNER THEREOF, BEING A GLO BRASS CAP, BEARS SOUTH 89°42'04" EAST, A DISTANCE OF 2643.63 FEET;

THENCE NORTH 13°21'35" EAST, A DISTANCE OF 1786.38 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID "VISTANCIA NORTH PHASE III PARCEL F1";

THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING EIGHT (8) COURSES:

(1) SOUTH 74°03'31" WEST, A DISTANCE OF 169.10 FEET TO THE POINT OF BEGINNING;

(2) SOUTH 74°03'31" WEST, A DISTANCE OF 79.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1106.00 FEET;

(3) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°00'19", AN ARC DISTANCE OF 212.44 FEET;

(4) SOUTH 73°33'30" EAST, A DISTANCE OF 16.10 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, FROM WHICH POINT THE RADIUS BEARS SOUTH 26°20'03" EAST, A RADIAL DISTANCE OF 1095.00 FEET;

(5) WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°19'36", AN ARC DISTANCE OF 140.02 FEET;

(6) NORTH 13°33'48" EAST, A DISTANCE OF 16.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, FROM WHICH POINT THE RADIUS BEARS SOUTH 33°02'54" EAST, A RADIAL DISTANCE OF 1106.00 FEET;

(7) WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°23'22", AN ARC DISTANCE OF 316.37 FEET;

(8) SOUTH 40°33'44" WEST, A DISTANCE OF 542.20 FEET, TO THE SOUTHERN MOST CORNER OF SAID "VISTANCIA NORTH PHASE III PARCEL F1";

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID "VISTANCIA NORTH PHASE III PARCEL F1" THE FOLLOWING FOUR (4) COURSES;

(1) NORTH 40°59'15" WEST, A DISTANCE OF 130.87 FEET;

(2) NORTH 56°11'44" WEST, A DISTANCE OF 275.11 FEET;

(3) NORTH 37°41'16" EAST, A DISTANCE OF 59.75 FEET;

(4) NORTH 58°36'40" WEST, A DISTANCE OF 452.83 FEET, TO THE WESTERN MOST CORNER OF SAID "VISTANCIA NORTH PHASE III PARCEL F1";

THENCE ALONG THE NORTHWESTERLY LINE OF SAID "VISTANCIA NORTH PHASE III PARCEL F1" THE FOLLOWING THREE (3) COURSES;

(1) NORTH 37°43'10" EAST, A DISTANCE OF 449.99 FEET;

(2) SOUTH 52°16'48" EAST, A DISTANCE OF 330.03 FEET;

(3) NORTH 37°43'12" EAST, A DISTANCE OF 402.73 FEET;

THENCE SOUTH 52°16'48" EAST, DEPARTING SAID NORTHWESTERLY LINE, A DISTANCE OF 80.00 FEET, TO AN ANGLE POINT ON THE WESTERLY LINE OF LOT 49 AND ACROSS "TRACT C" AND 133RD LANE AS SHOWN IN SAID "VISTANCIA NORTH PHASE III PARCEL F1";

THENCE SOUTH 07°16'48" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 9.90 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 52°16'48" EAST, A DISTANCE OF 108.00 FEET, TO A POINT ON THE WESTERLY LINE OF LOT 48 OF SAID "VISTANCIA NORTH PHASE III PARCEL F1";

THENCE NORTH 37°43'12" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 159.00 FEET TO THE A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 48;

THENCE SOUTH 50°37'52" EAST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 53.02 FEET, TO THE ANGLE POINT ON SAID NORTHEASTERLY LINE;

THENCE SOUTH 44°56'49" EAST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 162.91 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 84 OF "VISTANCIA NORTH PHASE III PARCEL F1";

THENCE NORTH 73°32'20" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 111.14 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 133RD DRIVE OF SAID "VISTANCIA NORTH PHASE III PARCEL F1";

THENCE NORTH 27°55'22" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 25.09 FEET;

THENCE NORTH 85°50'34" EAST, ACROSS SAID 133RD DRIVE, A DISTANCE OF 50.81 FEET, TO THE EASTERLY RIGHT OF WAY OF SAID 133RD DRIVE AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, FROM WHICH POINT THE RADIUS BEARS NORTH 75°38'14" EAST, A RADIAL DISTANCE OF 51.00 FEET;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES;

(1) SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°48'30", AN ARC DISTANCE OF 6.95 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 51.00 FEET;

(2) SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°51'25", AN ARC DISTANCE OF 6.10 FEET, TO A POINT ON THE NORTHERLY LINE OF "TRACT M" OF SAID "VISTANCIA NORTH PHASE III PARCEL F1";

THENCE ALONG SAID NORTHERLY LINE OF "TRACT M" THE FOLLOWING THREE (3) COURSES;

(1) NORTH 85°50'34" EAST, A DISTANCE OF 118.13 FEET;

(2) NORTH 04°09'26" WEST, A DISTANCE OF 33.32 FEET;

(3) NORTH 85°50'34" EAST, A DISTANCE OF 22.13 FEET, TO A POINT ON THE EASTERLY LINE OF SAID "TRACT M";

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING SIX (6) COURSES;

(1) SOUTH 42°10'27" EAST, A DISTANCE OF 50.76 FEET;

(2) NORTH 86°48'37" EAST, A DISTANCE OF 37.85 FEET;

(3) SOUTH 45°59'16" EAST, A DISTANCE OF 45.37 FEET;

(4) SOUTH 03°47'20" EAST, A DISTANCE OF 38.29 FEET;

(5) SOUTH 63°15'41" EAST, A DISTANCE OF 37.14 FEET;

(6) SOUTH 07°52'31" WEST, A DISTANCE OF 50.49 FEET AND THE POINT OF BEGINNING;

CONTAINING 732,183 SQUARE FEET OR 16.8086 ACRES, MORE OR LESS.

BASIS OF BEARINGS

SOUTH 00°14'16" WEST FOR THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGEND

UVE	DENOTES UNOBSTRUCTED VIEW EASEMENT (30' x 30') PER PE-091
PUE	DENOTES PUBLIC UTILITY AND SIDEWALK EASEMENT
VNAE	DENOTES VEHICULAR NON-ACCESS EASEMENT
DE	DENOTES DRAINAGE EASEMENT
●	INDICATES ROADWAY CENTERLINE MONUMENT OR AS NOTED
●	FOUND MONUMENT AS NOTED
■	FOUND BRASS CAP IN HAND HOLE
	INDICATES CORNER OF SUBDIVISION MONUMENTED AS NOTED
- - - - -	INDICATES EASEMENT (FOR UNDERGROUND PUBLIC UTILITIES, DRAINAGE, OR AS NOTED) WIDTHS AS SHOWN.
— — —	SHEET MATCHLINE
○	SET 1/2" REBAR WITH BRASS TAG (LOT CORNERS)

REVISIONS:	DATE:	INT:

Plot 8 0101 2010-10-22

DEI
4225 N. 24th Street, Suite 300
Phoenix, Arizona 85016
Phone: (602) 954-0038
Fax: (602) 944-6084

VISTANCIA

JASON R. KACK 33305

COP# R110031

VISTANCIA NORTH PHASE III
PARCEL F-1 PHASE 1
FINAL PLAT
NOTES, LEGAL AND LEGEND

DESIGN:	KR
DRAWN:	DM/BLB
CHECK:	RBH
PROJ. NO:	10002
DATE: 08/11	VER: 4
SHEET: 02 of 7	

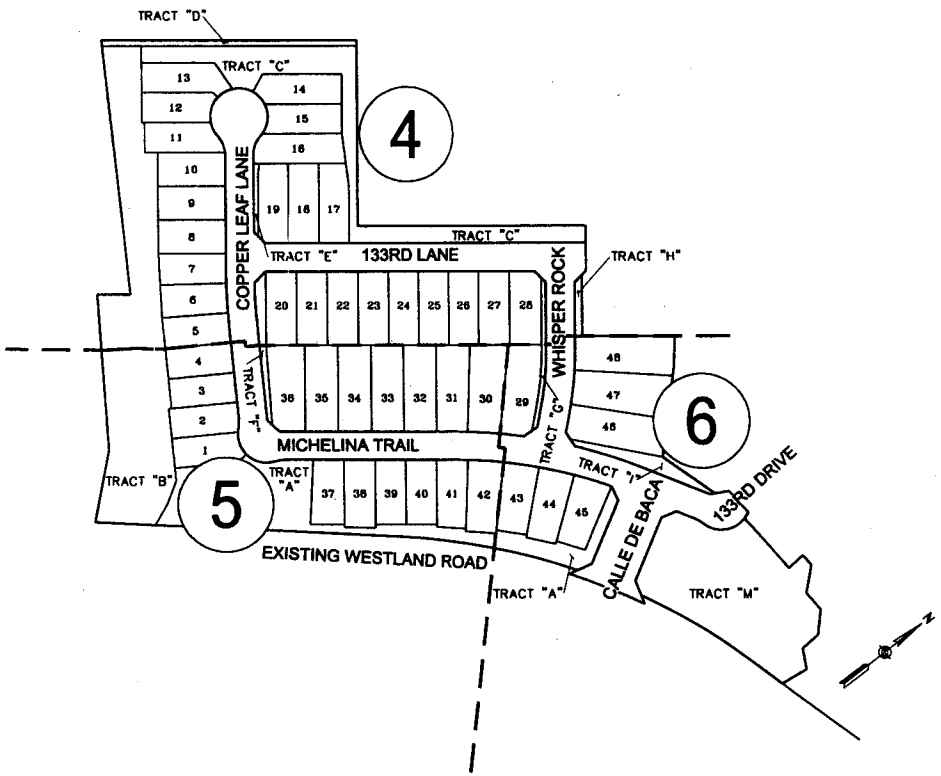
BOUNDARY AREA TABLE		
	SQ.FT.	ACRES
GROSS	732183	16.8086

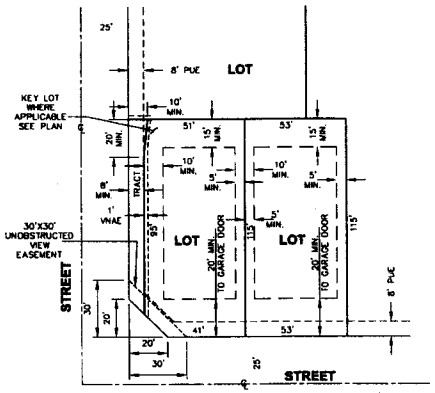
ROW AREA TABLE		
ROW	SQ.FT.	ACRES
1	79073	1.8153
2	60983	1.4000
TOTALS		
2	140056	3.2153

TRACT AREA TABLE - PARCEL F1			
TRACT	SQ.FT.	ACRES	USAGE
A	44108	1.013	LANDSCAPE, DRAINAGE, OPEN SPACE, TRAIL, WATERLINE & EMERGENCY ACCESS EASEMENT
B	75330	1.729	LANDSCAPE, DRAINAGE, WASH
C	35884	0.8241	LANDSCAPE, DRAINAGE, OPEN SPACE, TRAIL
D	4494	0.103	FUTURE REGIONAL TRAIL
E	1020	0.023	LANDSCAPE, DRAINAGE, OPEN SPACE
F	3439	0.079	LANDSCAPE, DRAINAGE, OPEN SPACE
G	2116	0.049	LANDSCAPE, DRAINAGE, OPEN SPACE
H	1320	0.030	LANDSCAPE, DRAINAGE, OPEN SPACE
I	4721	0.108	LANDSCAPE, DRAINAGE, OPEN SPACE, TRAIL
M	57142	1.312	LANDSCAPE, DRAINAGE, OPEN SPACE, TRAIL
TOTALS			
10	229675	5.2726	

LOT AREA TABLE		
LOT	SQ.FT.	ACRES
1	6258	0.1436
2	6321	0.1451
3	6085	0.1399
4	6085	0.1399
5	6187	0.1420
6	6320	0.1451
7	6289	0.1444
8	7041	0.1616
9	7041	0.1616
10	7040	0.1616
11	6849	0.1572
12	6591	0.1513
13	7745	0.1778
14	7711	0.1770
15	7004	0.1608
16	6221	0.1667
17	7372	0.1692
18	7474	0.1716
19	7382	0.1695
20	7020	0.1612
21	6918	0.1588
22	7020	0.1612
23	7020	0.1612
24	7020	0.1612
25	7020	0.1612
26	7020	0.1612
27	7020	0.1612
28	7078	0.1625
29	9398	0.2157
30	9584	0.2202
31	9171	0.2105
32	8874	0.2037
33	8874	0.2037
34	8874	0.2037
35	8874	0.2037
36	9410	0.2160
37	6306	0.1494
38	6598	0.1514
39	6292	0.1444
40	6292	0.1444
41	6782	0.1557
42	7318	0.1680
43	7053	0.1619
44	7318	0.1680
45	7303	0.1677
46	10927	0.2508
47	11663	0.2677
48	11161	0.2562
TOTALS		
48	362450	8.3204

SLOPE EASEMENT TABLE
LOT
17
18
19
28
30
31
32
33
34
35
36
46
47
48
TOTAL
14





F1 - TYPICAL SETBACK & KEY LOT DETAIL

NTS

* FRONT 20' (TO GARAGE DOOR)
10' (SIDE ENTRY GARAGE)
SIDE 5'/5'/10' TOTAL
CORNER SIDE 10'
REAR 15'

REVISIONS:	DATE:	INIT:

Pgl_8_0101 2010-10-22

DEI

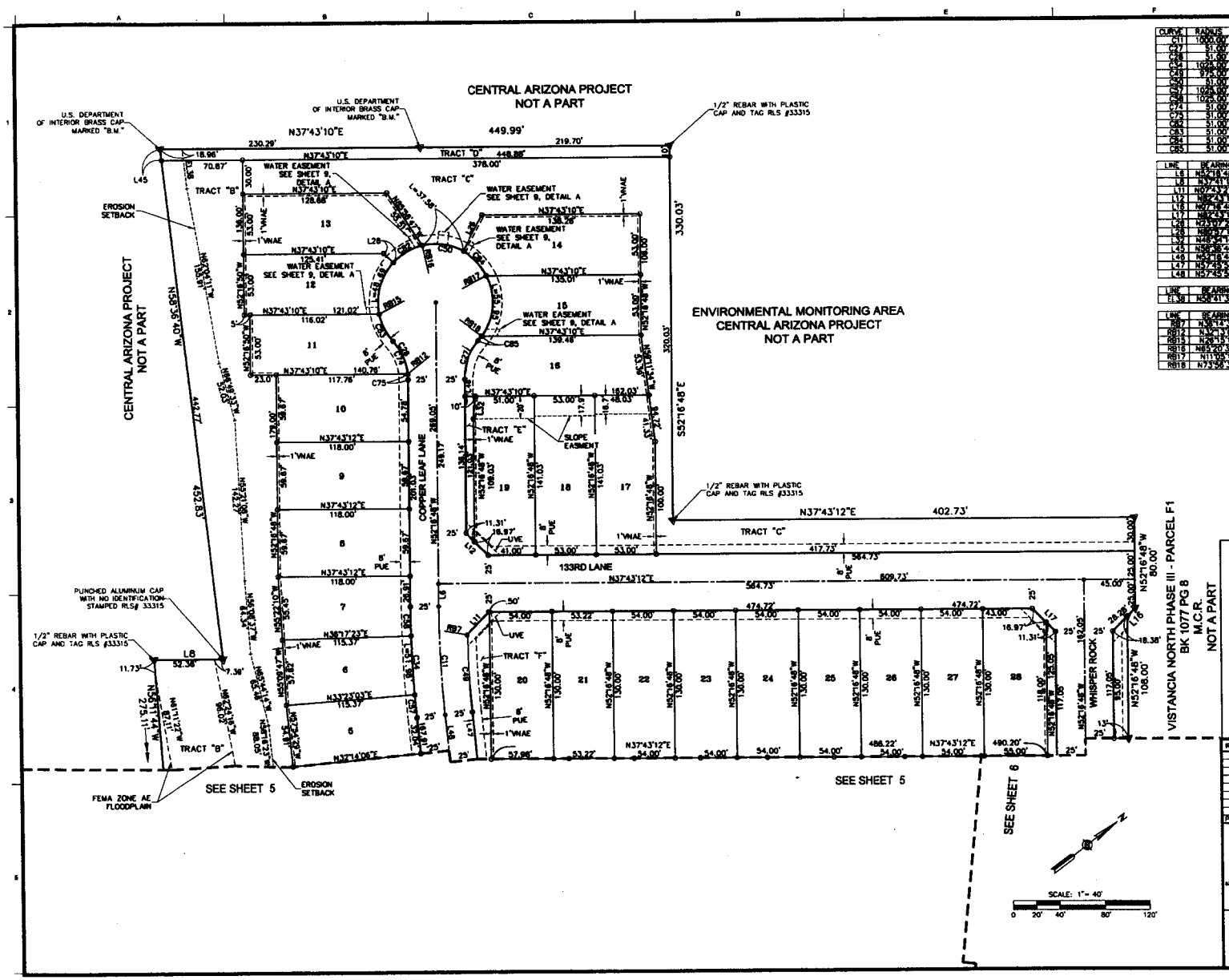
VISTANCIA

COP# R110031

VISTANCIA NORTH PHASE III
PARCEL F-1 PHASE 1
FINAL PLAT
SHEET INDEX, LOT DETAIL AND TABLES

DESIGN: KR
DRAWN: DMB/LS
CHECK: RBH
PROJ. NO: 10089
DATE: 08/11 VER: 4
SHEET: 03 of 7

VISTANCIA NORTH PHASE III - FINAL PLAT



CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHD-BRG
C11	1000.00'	5°34'06"	99.73'	49.90'	N39°01'24"W
C27	51.00'	41°38'57"	37.24'	19.49'	N31°31'47"W
C28	51.00'	41°38'57"	37.24'	19.49'	N73°31'47"W
C34	1025.00'	5°28'06"	98.13'	49.10'	N35°01'21"W
C49	975.00'	3°49'53"	65.22'	32.61'	N35°45'38"W
C50	51.00'	263°16'54"	234.50'	-58.96'	N37°43'12"E
C51	1025.00'	1°08'57"	20.58'	10.29'	N37°11'45"W
C54	1025.00'	1°25'29"	25.50'	12.75'	N37°38'43"W
C74	51.00'	36°19'46"	32.34'	16.73'	N34°58'53"W
C75	51.00'	5°00'11"	4.90'	2.45'	N35°01'34"W
C82	51.00'	33°42'12"	30.00'	15.45'	N07°48'18"E
C83	51.00'	30°31'57"	27.03'	13.84'	N78°33'47"W
C84	51.00'	34°12'43"	30.45'	15.69'	N43°58'38"E
C85	51.00'	5°38'32"	4.99'	2.50'	N13°15'07"W

LINE	BEARING	LENGTH
L6	N34°18'48"W	10.88'
L8	N37°41'18"E	58.72'
L11	N07°43'27"W	28.00'
L12	N82°33'12"E	28.28'
L16	N07°18'48"W	3.90'
L17	N82°33'12"E	28.28'
L26	N23°07'21"W	33.87'
L28	N80°37'12"E	11.57'
L37	N48°21'10"W	20.10'
L45	N59°28'50"W	10.06'
L46	N37°16'48"W	15.11'
L47	N57°49'34"W	175.82'
L48	N57°49'34"W	218.53'

LINE	BEARING	LENGTH
EL38	N58°41'34"W	35.22'

LINE	BEARING	LENGTH
RB7	N38°14'38"E	975.00'
RB12	N32°13'01"E	51.00'
RB13	N26°15'12"E	51.00'
RB16	N63°20'35"W	51.00'
RB17	N11°05'12"E	51.00'
RB18	N73°58'37"E	51.00'

REVISIONS:	DATE:	INIT:

Plot 8 0101 2010-10-22

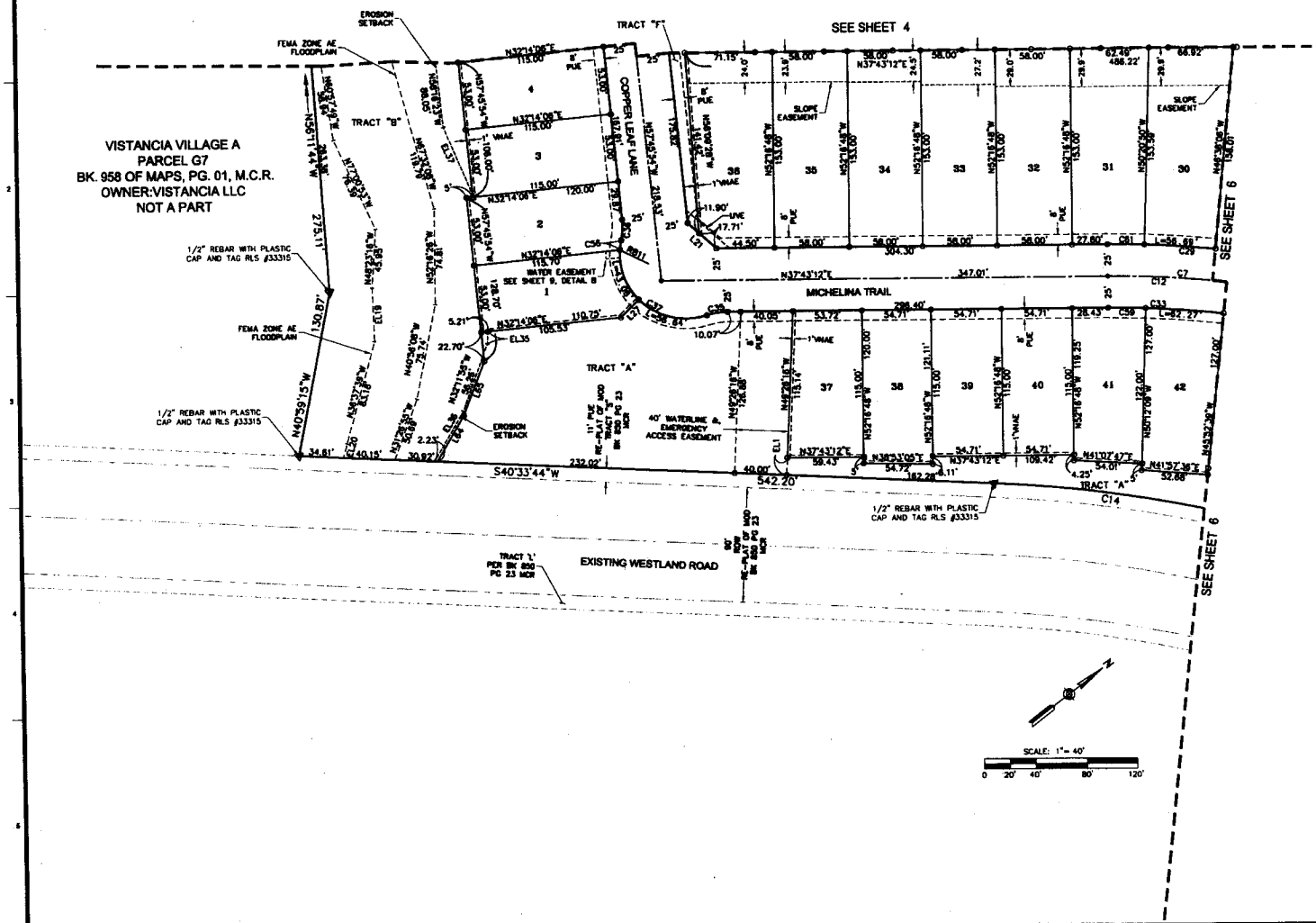
DLI Surveying LLC
6433 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-0000
Fax: (602) 954-0002

VISTANCIA

COP# R110031

VISTANCIA NORTH PHASE III
PARCEL F-1 PHASE 1
FINAL PLAT
PLAN SHEETS

DESIGN: KH
DRAWN: DMB/LB
CHECK: RSH
PROJ. NO: 10000
DATE: 09/11 VER: 4
SHEET: 04 of 7

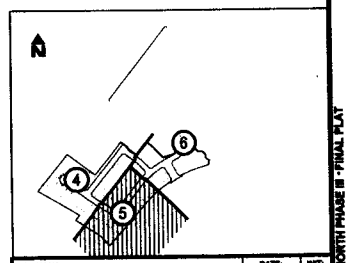


CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHD-BRG
C7	850.00'	22°16'58"	330.57'	167.40'	N48°35'41"E
C12	850.00'	11°[illegible]	167.73'	84.14'	N47°[illegible]
C14	1108.00'	16°[illegible]'22"	316.37'	159.47'	S48°[illegible]
C28	875.00'	9°[illegible]	127.85'	63.94'	N41°[illegible]
C33	825.00'	19°44'05"	284.14'	143.50'	N47°[illegible]
C35	31.00'	19°00'51"	16.03'	8.08'	N28°[illegible]
C36	31.00'	19°00'51"	16.03'	8.08'	N48°[illegible]
C37	31.00'	120°[illegible]	66.31'	[illegible]	[illegible]
C38	31.00'	8°31'04"	7.50'	3.80'	N44°[illegible]
C39	825.00'	2°[illegible]	29.91'	14.96'	N36°[illegible]
C51	875.00'	1°[illegible]	29.52'	14.76'	N36°41'11"E

LINE	BEARING	LENGTH
L21	N[illegible]	29.61'
L27	N[illegible]	20.00'
L64	N[illegible]	41.72'
L65	N[illegible]	45.49'

LINE	BEARING	LENGTH
EL1	N48°26'18"W	13.23'
EL19	N54°10'57"W	42.37'
EL20	N33°24'54"W	11.30'
EL33	N48°50'51"W	9.51'
EL34	N51°48'71"W	45.29'
EL37	N75°10'10"W	57.50'

LINE	BEARING	LENGTH
RB11	N41°43'53"E	51.00'



REVISIONS:	DATE:	INIT:
1 SPLIT PARCEL F1 INTO TWO PHASES	08/8/11	KLR

Plot 8 0101 2010-10-22

DLI Land Services, LLC
4232 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-8000
Fax: (602) 954-8002

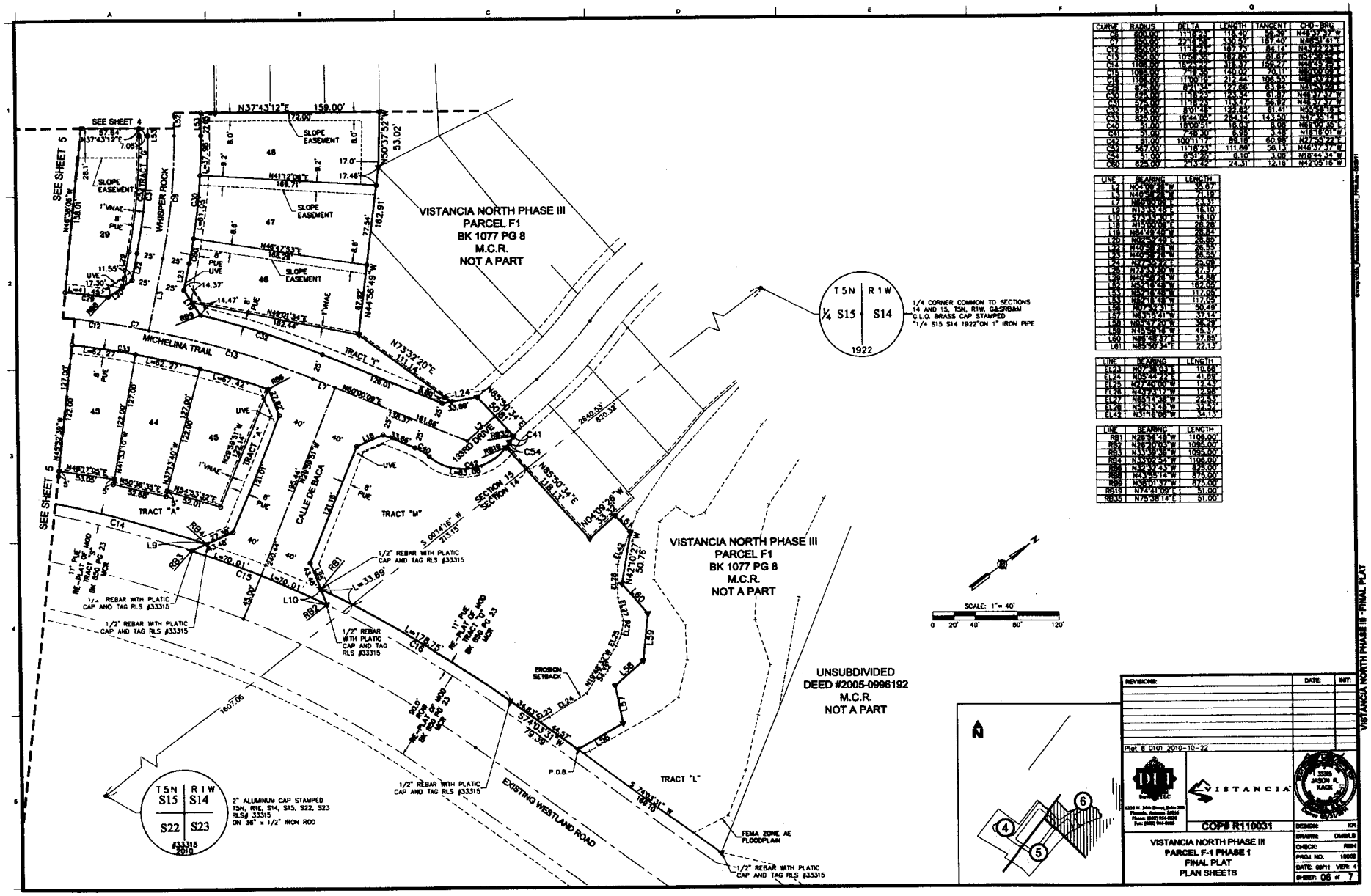
VISTANCIA

COP# R110031

VISTANCIA NORTH PHASE III
PARCEL F-1 (PHASE 1)
FINAL PLAT
PLAN SHEETS

DESIGNER: NR
DRAWN: DAMALB
CHECK: NBH
PROJ. NO: 10008
DATE: 08/11 VER: 4
SHEET: 05 of 7

VISTANCIA NORTH PHASE III - FINAL PLAT



CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHD-BRG
C1	834.00'	11°12'23"	118.40'	59.39'	N48°37'37"W
C2	834.00'	22°45'58"	330.57'	167.40'	N48°51'41"E
C12	834.00'	11°12'23"	167.75'	84.14'	N43°24'23"E
C13	834.00'	10°38'35"	182.85'	91.87'	S55°39'54"E
C14	1108.00'	16°23'27"	316.37'	159.27'	N44°43'23"E
C15	1108.00'	7°14'35"	140.02'	70.11'	N50°19'19"E
C16	1108.00'	11°00'19"	212.44'	106.55'	N38°43'24"E
C29	875.00'	8°21'34"	127.66'	63.91'	N41°37'37"E
C30	875.00'	11°12'23"	123.32'	61.87'	N48°37'37"W
C31	875.00'	11°12'23"	113.27'	56.87'	N48°37'37"W
C32	875.00'	8°01'48"	122.62'	61.41'	N55°38'18"E
C33	825.00'	18°42'06"	269.14'	143.50'	N47°15'14"E
C40	51.00'	18°00'51"	16.03'	8.08'	N69°00'35"E
C41	51.00'	7°48'30"	6.95'	3.48'	N18°16'01"W
C42	51.00'	100°11'17"	89.18'	60.98'	N27°39'22"E
C53	567.00'	11°18'23"	111.86'	56.13'	N48°37'37"W
C54	51.00'	8°51'20"	8.10'	3.06'	N18°24'34"W
C60	525.00'	2°53'42"	24.31'	12.16'	N42°05'16"W

LINE	BEARING	LENGTH
L2	N04°09'26"W	35.67'
L3	N40°[illegible]	71.19'
L7	N85°00'06"E	23.31'
L8	N13°43'12"E	16.01'
L10	S13°43'12"E	16.10'
L18	N15°00'06"E	28.28'
L19	N84°49'26"W	28.84'
L20	N00°34'24"E	28.83'
L21	N[illegible]	26.55'
L23	N[illegible]	26.55'
L24	N07°38'22"E	29.48'
L25	N[illegible]	27.47'
L26	N[illegible]	34.88'
L27	N[illegible]	162.00'
L28	N[illegible]	117.00'
L29	N[illegible]	117.00'
L56	N[illegible]	50.49'
L57	N[illegible]	37.14'
L58	N[illegible]	36.32'
L59	N45°58'18"W	45.37'
L60	N85°48'37"E	37.85'
L61	N85°50'34"E	22.13'

LINE	BEARING	LENGTH
EL23	N07°38'09"E	10.68'
EL24	N05°44'27"E	41.69'
EL25	N17°40'00"W	12.43'
EL26	N43°27'17"W	12.98'
EL27	N85°14'38"W	22.33'
EL28	N54°13'43"W	32.32'
EL42	N31°18'06"W	34.13'

LINE	BEARING	LENGTH
RB1	N28°38'48"W	1106.00'
RB2	N33°00'00"W	1092.00'
RB3	N33°00'00"W	1092.00'
RB4	N33°00'54"W	1108.00'
RB5	N32°32'41"W	845.00'
RB6	N41°50'12"W	875.00'
RB9	N38°01'37"W	875.00'
RB19	N74°41'09"E	51.00'
RB35	N75°38'14"E	51.00'

REVISIONS:	DATE:	INIT:

Plot & 0101 2010-10-22

DLI Surveying LLC
6232 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-0200
Fax: (602) 954-0202

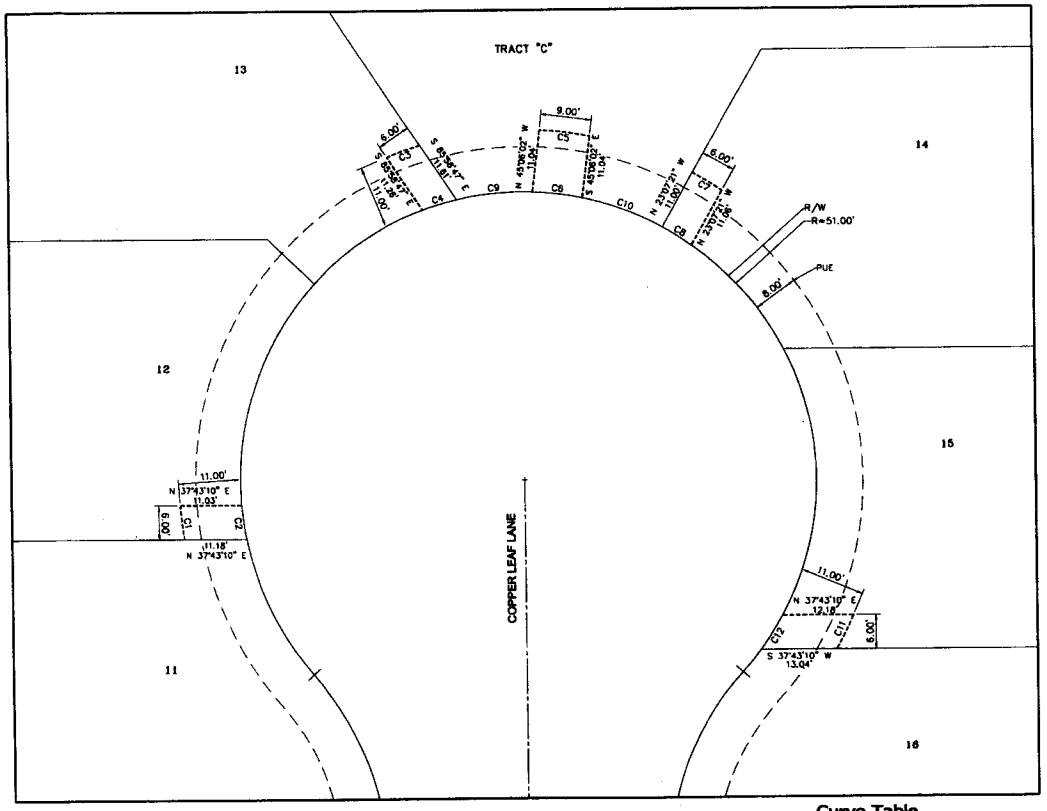
VISTANCIA

COP# R110031

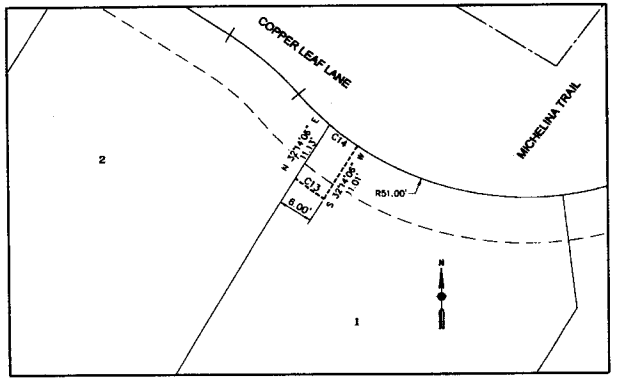
VISTANCIA NORTH PHASE III
PARCEL F-1 PHASE 1
FINAL PLAT
PLAN SHEETS

DESIGN:	KR
DRAWN:	DMMLB
CHECK:	RBH
PROJ. NO:	10049
DATE: 09/11	VER: 4
SHEET: 06 of 7	

VISTANCIA NORTH PHASE III -FINAL PLAT



WATER EASEMENT
DETAIL A



WATER EASEMENT
DETAIL B

Curve Table

No	Radius	Delta	Length	Tangent	Bearing
C1	62.00	05°35'03"	6.04	3.02	S 58°53'59" E
C2	51.00	06°48'43"	6.06	3.04	S 60°20'27" E
C3	62.00	05°43'00"	6.19	3.10	S 18°00'52" W
C4	51.00	07°03'26"	6.28	3.14	S 21°07'42" W
C5	62.00	08°19'28"	9.01	4.51	S 44°53'58" W
C6	51.00	10°07'27"	9.01	4.52	S 44°53'58" W
C7	62.00	05°33'12"	6.01	3.01	S 69°39'15" W
C8	51.00	06°45'23"	6.01	3.01	S 70°15'20" W
C9	51.00	15°10'50"	13.51	6.80	S 32°14'49" W
C10	51.00	16°54'58"	15.06	7.58	S 58°25'10" W
C11	62.00	06°10'19"	6.68	3.34	N 26°16'55" W
C12	51.00	07°58'32"	7.10	3.56	N 20°02'39" W
C13	62.00	05°34'06"	6.03	3.02	S 52°44'57" E
C14	51.00	06°46'59"	6.04	3.02	S 51°39'37" E

REVISIONS:	DATE:	INIT:
1 SPLIT PARCEL F1 INTO TWO PHASES	08/8/11	KLR

Plat 8 0101 2010-10-22

DIJ Engineering, LLC
4025 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-8000
Fax: (602) 944-0888

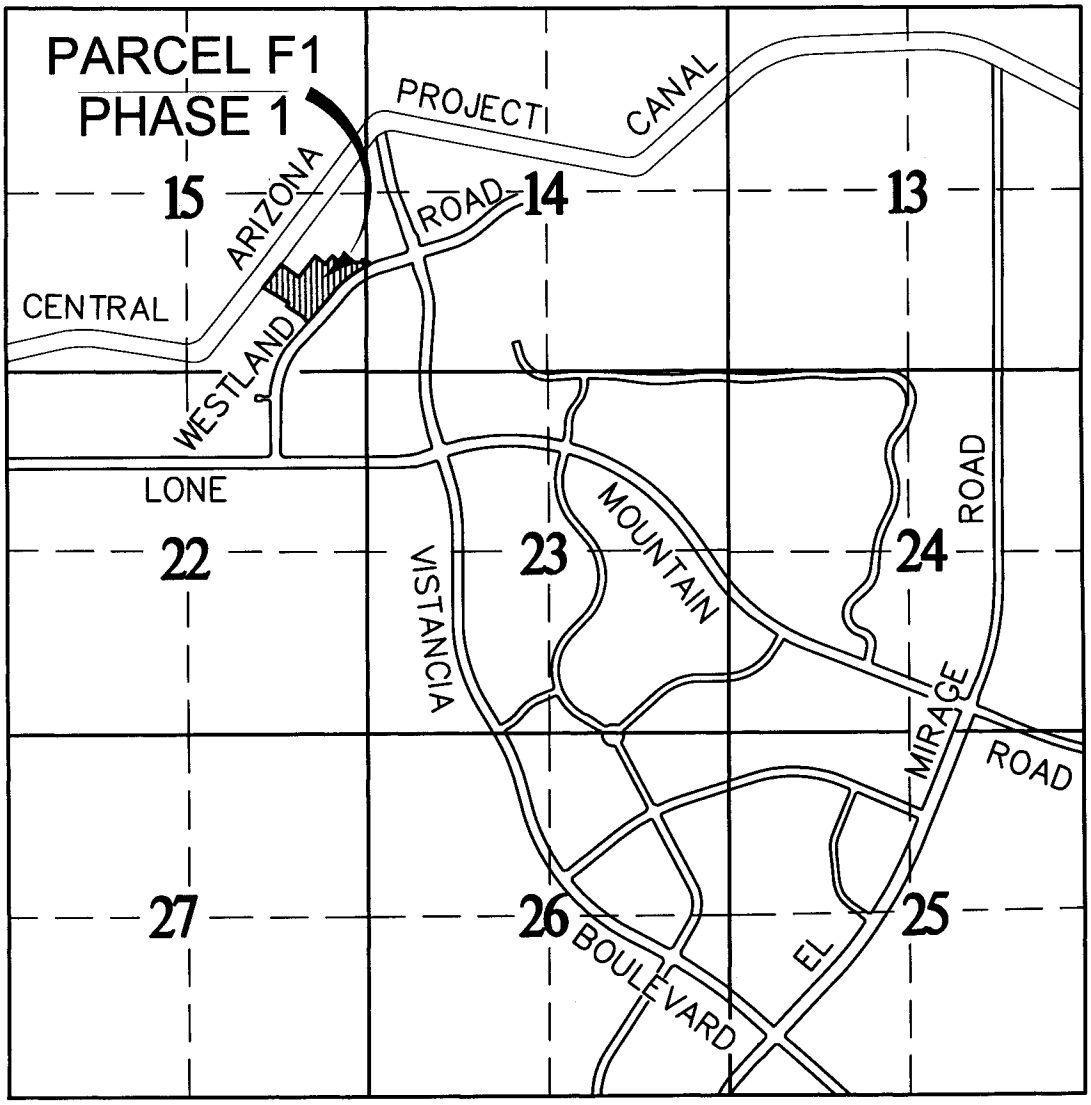
VISTANCIA

COPS R110031

VISTANCIA NORTH PHASE III
PARCEL F-1 (PHASE 1)
FINAL PLAT
WATER EASMENT DETAILS

DESIGN:	HR
DRAWN:	DMBLR
CHECK:	RWH
PROJ. NO:	10020
DATE: 08/11	VER: 4
SHEET: 07 of 7	

VISTANCIA NORTH PHASE III - FINAL PLAT



VICINITY MAP

G:\Dwg\10002_Final\Exhibit\10002-F1.dwg – 11/29/11

N

NOT TO SCALE

DFI
Professional Services, LLC
6225 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Phone: (602) 954-0038
Fax: (602) 944-8605

VISTANCIA
PARCEL F1

DESIGN:	DMS
CHECK:	KLR
PROJ. NO:	10002
DATE:	11/29/11
SHEET:	1 of 1

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 9R

Date Prepared: December 15, 2011 **Council Meeting Date: January 03, 2012**

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:

Andrea D. Lewkowitz, Agent for Cibloa Vista Resort & Spa, has applied for a New On-Sale Hotel/Motel Liquor License (Series 11) located at 27501 N. Lake Pleasant Road.
The public hearing notice was posted for at least 20 days and no comments were received during the posting period. The license application was reviewed according to State law and all Departments gave approvals.

Previous Actions:

July 2006, the Mayor and Council recommended approval to Arizona State Liquor Board a Person to Person Transfer, On-Sale Wine & Beer Liquor License (Series 07) for Cibola Vista Resort & Spa at 27501 N. Lake Pleasant Road.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New On-Sale Hotel/Motel Liquor License (Series 11) located at 27501 N. Lake Pleasant Road, Andrea D. Lewkowitz, Applicant, LL#10003552.
B: Recommend denial to the Arizona State Liquor Board for a New On-Sale Hotel/Motel Liquor License (Series 11) located at 27501 N. Lake Pleasant Road, Andrea D. Lewkowitz, Applicant, LL#10003552.

Staff's Recommendation:

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New On-Sale Hotel/Motel Liquor License (Series 11) located at 27501 N. Lake Pleasant Road, Andrea D. Lewkowitz, Applicant, LL#10003552.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicant has 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): 11077016

1. Type of License(s): SERIES #11

2. Total fees attached: $ 196.00 (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

1. Owner/Agent's Name: Mr. / Ms. LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: CV CONDOMINIUM OWNERS ASSOCIATION, INC.
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: CIBOLA VISTA RESORT & SPA
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 27501 N. LAKE PLEASANT ROAD (Do not use PO Box Number) PEORIA (City) MARICOPA (County) 85383 (Zip)

5. Business Phone: (623) 889-6700 Daytime Contact: [redacted]

6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO

7. Mailing Address: 2600 N. CENTRAL AVE., SUITE 1775, PHOENIX, AZ 85004
(City, State, Zip)

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application | _____ Interim Permit | _____ Agent Change | _____ Club | 96.00 Finger Prints $ | 196.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: JB Date: 10-13-11 Lic. # 11077016

July 2010 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

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

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

(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.: CV CONDOMINIUM OWNERS ASSOCIATION, INC.
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 05/27/2003 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: -1079292-5 Date authorized to do business in AZ: 05/27/2003
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
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
CUMSKY	NEIL	STEWART	PRES/ CEO	[redacted]	
THOMPSON	RONALD	D	DIRECTOR	[redacted]	
LACONTE	ANTHONY	L	DIRECTOR	[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
NON-PROFIT					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 **Government: (for cities, towns, or counties only)**

1. Governmental Entity: _____

2. Person/designee: _____ _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 **Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____ State of _____ County of _____
(Signature of CURRENT LICENSEE) The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   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) horizonal 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: _____ ft. Name of school N/A - SERIES #11
   Address _____
   City, State, Zip
2. Distance to nearest church: _____ ft. Name of church N/A - SERIES #11
   Address _____
   City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name _____
   Address _____
   City, State, Zip

4a. Monthly rental/lease rate $_____ What is the remaining length of the lease __ yrs. ____mos.

4b. What is the penalty if the lease is not fulfilled? $_____ 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)? RESORT

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 # 07070332 (exactly as it appears on license) Name ANDREA DAHLMAN LEWKOWITZ

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:

   LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) and license #: 07070332

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.

   [redacted]
   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 insp[redacted]liquor.gov and click on the "Information" tab.

   [redacted]
   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.

   [redacted]
   applicants initials

SECTION 15 Diagram of Premises

4. **In this** diagram please **show** only the area **where** spirituous liquor **is to** be sold, served, **consumed**, **dispensed**, possessed **or stored**. It must show **all** entrances, exits, **interior** walls, bars, **bar stools**, hi-**top** tables, dining **tables**, **dining** chairs, the **kitchen**, dance floor, **stage**, and game room. **Do** not **include parking lots, living quarters, etc. When completing diagram, North is up ↑.**

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

DIAGRAM ATTACHED

'11 OCT 13 PM 1:16

SECTION 16 Signature Block

I, ANDREA DAHLMAN LEWKOWITZ, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

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]
(sig[redacted]stated in Section 4, Question 1)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

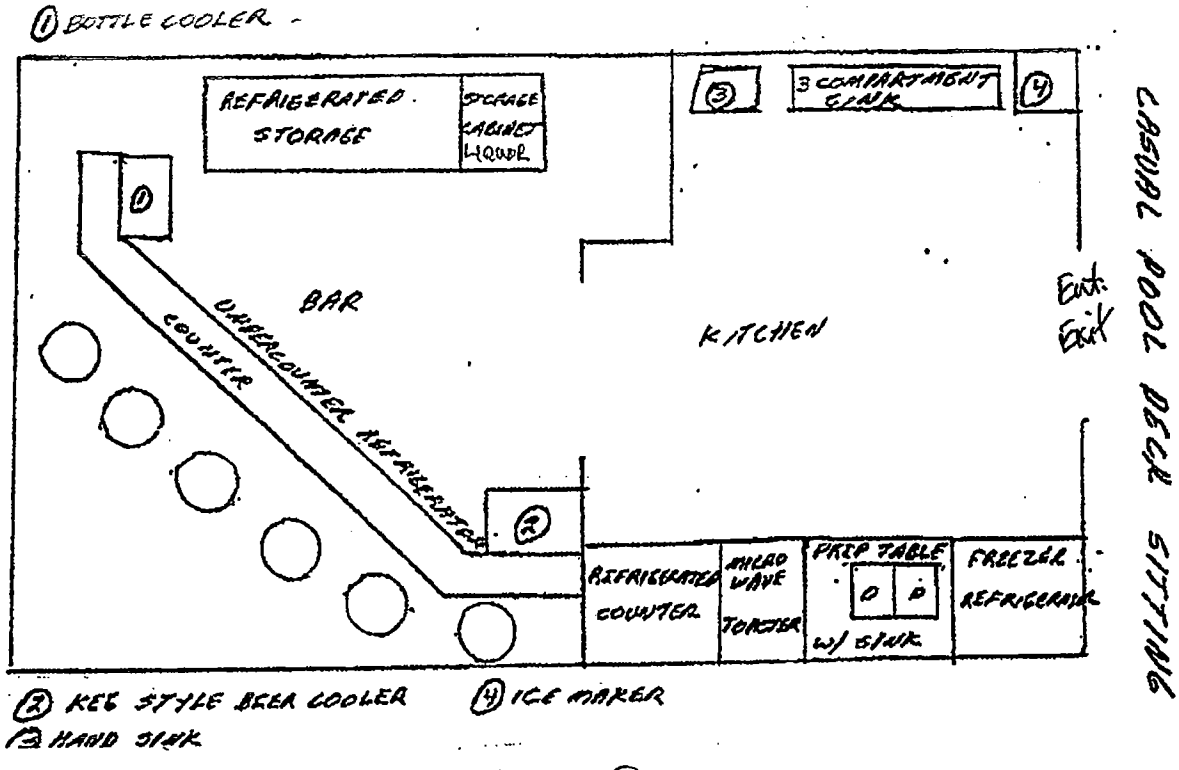
5 of October, 2011
Day Month Year

[redacted]
signature of NOTARY PUBLIC

Amy L. Schroff
Notary Public - Arizona
Maricopa County
My Commission Expires
February 12, 2013

My commission expires on 12 02 2013
Day Month Year

FRANCISCAN CAFE



(2) KEG STYLE BEER COOLER (4) ICE MAKER
(3) HAND SINK

350 sq ft.

'11 OCT 13 PM 1:12 AM1248

amendment #11077016

'11 OCT 31 Liq. Lic. PM 3:00

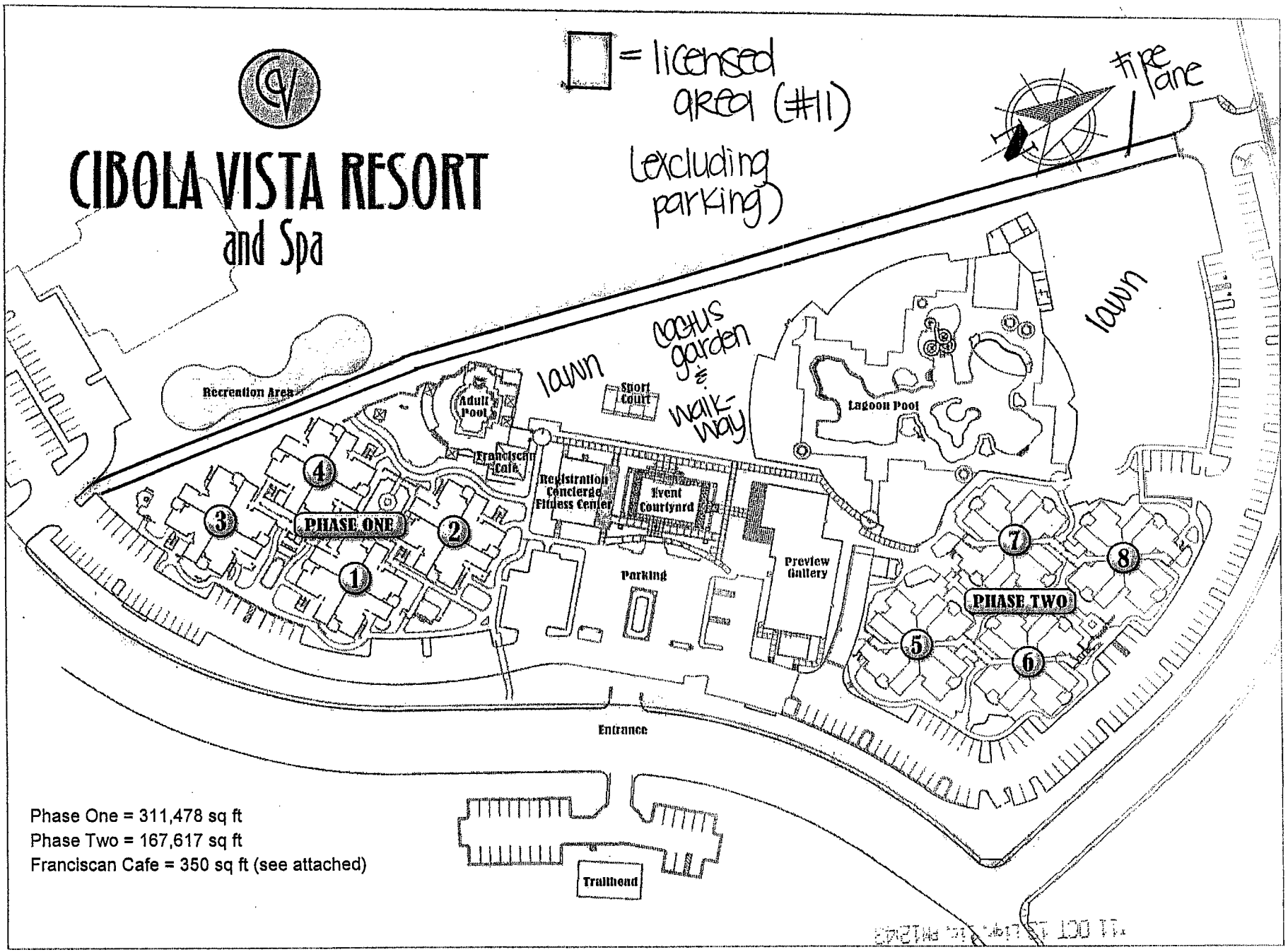
AMENDMENT

CIBOLA VISTA RESORT and Spa

= licensed area (#11) (excluding parking)

Phase One = 311,478 sq ft
Phase Two = 167,617 sq ft
Franciscan Cafe = 350 sq ft (see attached)

CIBOLA VISTA RESORT
and Spa



Phase One = 311,478 sq ft
Phase Two = 167,617 sq ft
Franciscan Cafe = 350 sq ft (see attached)

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RESTAURANT OPERATION PLAN

LICENSE # _____

1. List by Make, Model and Capacity of your :

Grill	N/A
Oven	N/A
Freezer	TRUE T-49DT, 27" DEEP x 54" TALL x 27" LONG
Refrigerator	TRUE T-49DT, 27" DEEP x 54" TALL x 27" LONG
Sink	ALLSTRONG
Dish Washing Facilities	
Food Preparation Counter (Dimensions)	28" x 76.6"
Other	

2. Print the name ofyour restaurant: ~~FRANCISCAN CAFE~~ Cibola Vista Resort & Spa

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 [24]

   b. Bar area of your premises [+6]

   c. Total area of your premises [30]

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 15 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar,cocktail tables or game area.) 30 %

*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).

(2) Televisions: 42" flat screen and 32" regular panel.

9. Do you have live entertainment or dancing? ☒ Yes ☐ No

(If yes, what type and how often?)

Karaoke on Saturday nights.

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

(1) F/B manager

(2) cooks

(2) servers

(4) seasonal servers

11 OCT 13 PM 2:48

I, Andrea Dahlman Lewkowitz (Print full name) hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X [redacted]
(Signature of APPLICANT)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 5 day of October, 2011.
Day of Month Month Year

My commission expires on: 02-12-2013

Amy L. Schroff
Notary Public - Arizona
Maricopa County
My Commission Expires
February 12, 2013

[redacted]
(Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

HOTEL-MOTEL AND RESTAURANT LICENSES
RECORDS REQUIRED FOR AUDIT OF SERIES #11 & #12 LICENSES

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. If you do not have all food or liquor invoices, please contact your vendors immediately and request copies of missing invoices. These must be available for pick-up at the time of the Audit Interview Appointment. **If all food invoices are not available at that time, you may not be given credit for *all* food sales.**
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) Guest Checks
       4) Coupons/Specials
       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 Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    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

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

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):

LEWKOWITZ	ANDREA	DAHLMAN
Last	First	Middle

have read and fully understand all aspects of this statement.

State of ARIZONA County of MARCOPA

The foregoing instrument was acknowledged before me this

X [redacted] (Signature of Licensee)

5 day of October, 2011
Day Month Year

Amy L. Schroff
Notary Public - Arizona
Maricopa County
My Commission Expires
February 12, 2013

My commission Expires 12 02 2013
Day Month Year

[redacted] (Signature of NOTARY PUBLIC)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

'11 OCT 13 AM 11:16 PM12:48

Print Form

'11 OCT 13 Liq. Lic. PM12:44

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

P1056227 JB

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.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # _____ (If the location is currently licensed)

1. Check appropriate box →

☐ Controlling Person ☒ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) Date of Bir[redacted] (NOT a Public Record)

3. Social Security Numb[redacted] (NOT a public record) Drivers License #[redacted] (NOT a public record) State: [redacted]

4. Place of Birth: [redacted] (City) [redacted] (State) Country (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: LEWKOWITZ, HAROLD, JEROME, N/A (Last, First, Middle, Maiden) Date of [redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 4/1961

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: Cibola Vista Resort & Spa Premises Phone: (623) 889-6700

11. Physical Location of Licensed Premises Address: 27501 N. Lake Pleasant Rd (Street Address (Do not use PO Box #)) Peoria (City) Maricopa (County) 85383 (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)
4/2009	CURRENT	ATTORNEY	[redacted]
12/2003	4/2009	ATTORNEY	[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	Residential Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
02/1998	CURRENT	Own	[redacted]	[redacted]		

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

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 convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance 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, Andrea Dahlman Lewkowitz, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [redacted]
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 5 day of October, 2011
Year

[redacted]

Amy L. Schroff
Notary Public, Arizona
Maricopa County
My Commission Expires
February 12, 2013

My commission expires on: 02 2013
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 _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

LEWKOWITZ
LAW OFFICE PLC

2600 North Central Avenue
Suite 1775
Phoenix, Arizona 85004

Andrea D. Lewkowitz
H.J. Lewkowitz

T. 602.200.7222
F. 602.200.7234
andrea@lewkowitzlaw.com

October 7, 2011

Connie Wagner, Director of Licensing
Department of Liquor Licensing & Control
800 West Washington Street, 5th Floor
Phoenix, Arizona 85007

Re: Alien Status Form and Passport

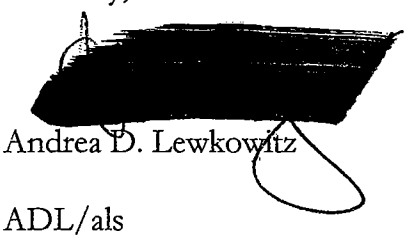
Dear Connie:

My completed Alien Status form and a copy of my passport are on file at the Arizona Department of Liquor Licenses and Control.

If you require more information from me, please call.

Thank you.

Sincerely,



Andrea D. Lewkowitz

ADL/als

Print Form

'11 OCT 13 Liqr. Lic. M12W4

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

P1051853 JB

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.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # _____ (If the location is currently licensed)

1. Check appropriate box →

☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Cumsky (Last) Neil (First) Stewart (Middle) Date of Bir[redacted] (NOT a Public Record)

3. Social Security Numb[redacted] (NOT a public record) Drivers Licens[redacted] (NOT a public record) State: [redacted]

4. Place of Birth: [redacted] (City) [redacted] (State) [redacted] (Country) (not county) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: (602) 889-4694

6. Name of Current or Most Recent Spouse: Cumsky (Last) Claudia (First) Lee (Middle) Lutz (Maiden) Date of [redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 08/2002

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: Cibola Vista Resort & Spa Premises Phone: (623) 889-6700

11. Physical Location of Licensed Premises Address: 2750 N. Lake Pleasant Rd (Street Address (Do not use PO Box #)) Peoria (City) Maricopa (County) 85383 (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)
08/2002	CURRENT	CEO	[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
08/2002	CURRENT	Own	[redacted]	[redacted]		

If you checked the **Manager** box on the front **of this** form skip to # 15 '11 OCT 13 Dec. 11a PM12M4

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?_____, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐YES ☒NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☒NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☒NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☒NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☒YES ☐NO

If any answer to Questions 15 through 19 is "YES", YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Neil Stewart Cumsky, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [redacted]
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16 day of September, 2011
Month Year

[redacted]
(Signature of NOTARY PUBLIC)

My commission expires on: April 9, 2012
Day Month Year

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
SARA E CRISCIONE
My Commission Expires April 9, 2012

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

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

Print Form

'11 OCT 18 Liq. Lic. PM12:44

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

P1065834 JB

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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.

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Liquor License # _____ (If the location is currently licensed)

1. Check appropriate box →

☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Thompson (Last) Ronald (First) DeRoy (Middle) Date of Bir[redacted] (NOT a Public Record)

3. Social Security Numb[redacted] (NOT a public record) Drivers License [redacted] (NOT a public record) State: [redacted]

4. Place of Birth: [redacted] (City) [redacted] (State) [redacted] (Country) (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: Thompson (Last) Barbara (First) Jane (Middle) Falke (Maiden) Date of B[redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 1973

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: Cibola Vista Resort & Spa Premises Phone: (623) 889-6700

11. Physical Location of Licensed Premises Address: 27501 N Lake Pleasant Rd (Street Address (Do not use PO Box #)) Peoria (City) Maricopa (County) 85383 (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)
08/2005	CURRENT	DJ	[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
10/2006	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?_____, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐YES ☑NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☑NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☑NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☑NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☐YES ☑NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Ronald D. Thompson, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [redacted]
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16 day of September, 2011
Month Year

[redacted]
(Signature of NOTARY PUBLIC)

OFFICIAL SEAL
VICKIE LINDERWOOD
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 10, 2015

~~My commission expires~~ ~~06 15 2015~~ 10 6 2015
Day Month Year

RIT

11 OCT 13 PM 12:44 LIC. MILEAGE

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.

X _____
Signature of Controlling Person or Agent (circle one)

_____
Print Name

My commission expires on: _____
Day Month Year

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Month Year

_____
(Signature of NOTARY PUBLIC)

Print Form

'11 OCT 13 Liqr. Lic. PM12:44

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

P1065835 JB

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.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # _____ **(If the location is currently licensed)**

1. **Check appropriate box** →

☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Laconte (Last) Anthony (First) Lawrence (Middle) Date of Birt[redacted] (NOT a Public Record)

3. Social Security Num[redacted] (NOT a public record) Drivers Licens[redacted] (NOT a public record) State: [redacted]

4. Place of Birth: [redacted] (City) [redacted] (State) [redacted] (Country (not county)) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hai[redacted]

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: [redacted]

6. Name of Current or Most Recent Spouse: Laconte (Last) Carole (First) N/A (Middle) Lopes (Maiden) Date of B[redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 02/1990

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: Cibola Vista Resort & Spa Premises Phone: (623) 889-6700

11. Physical Location of Licensed Premises Address: 27501 N Lake Pleasant Pkwy (Street Address (Do not use PO Box #)) Peoria (City) Maricopa (County) 85383 (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)
05/2001	CURRENT	Owner	[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
05/1991	CURRENT	Own	[redacted]	[redacted]		

 Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

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?_____, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☒NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐YES ☒NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☒NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☒NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☒NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☐YES ☒NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

11 OCT 13 LIQ. LIC. PM12:44

20. I, ANTHONY Lawrence LA CONTE, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [redacted]
(Signature of Applicant)

State of Arizona County of Maricop

The foregoing instrument was acknowledged before me this 3 day of October, 2011
Month Year

[redacted]
(Signature of NOTARY PUBLIC)

OFFICIAL SEAL
ELLEN PYLE
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 15, 2015

My commission expires on: 3 15 2015
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 NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

Print Form

'11 OCT 13 Liqr. Lic. #12944

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

P1051851 JB

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.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # _____ (If the location is currently licensed)

1. Check appropriate box →

☐ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☒ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Kinert (Last) Richard (First) Michael (Middle) Date of Bi[redacted] (NOT a Public Record)

3. Social Security Num[redacted] (NOT a public record) Drivers Licen[redacted] (NOT a public record) State[redacted]

4. Place of Birth: [redacted] (City) (State) [redacted] (Country) (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: Kinert, Elaine, Elizabeth, Visdaz (Last) (First) (Middle) (Maiden) Date of Bi[redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 7/1999

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: Cibola Vista Resort & Spa Premises Phone: 623-889-6700

11. Physical Location of Licensed Premises Address: 27501 N. Lake Pleasant Rd. (Street Address) (Do not use PO Box #) Peoria (City) Maricopa (County) 85383 (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)
5/2010	CURRENT	General Manager	[redacted]
5/2007	5/2010	Hospitality Management	[redacted]
9/1988	5/2007	Hotel Management	[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
7/1999	CURRENT	Own	[redacted]	[redacted]	[redacted]	[redacted]

11 OCT 13 Liq. Lic. PM 3:44

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, Richard Michael Kinert, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x [redacted]
(Signature of Applicant)

State of Arizona County of Maricopa

OFFICIAL SEAL
SALLY TRAFICANTO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires Nov. 14, 2011

The foregoing instrument was acknowledged before me this 21st day of June, 2010
Month Year

My commission expires on: 11 14 11
Day Month Year

[redacted]
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 13 day of October 2010
Month Year

x Andrea D. Lewkowitz by: Amy Schroff PDA
Signature of Controlling Person or Agent (circle one)

Andrea Dahlman Lewkowitz
Print Name

[redacted]
(Signature of NOTARY PUBLIC)

My commission expires on: ~~12~~ ~~Feb~~ ~~2013~~
Day Month Year

OFFICIAL SEAL
SELENA GONZALES
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires Feb 12, 2012

'11 OCT 13 Liqr. Lic. PM12:44

Richard Michael Kinert
Supplement to Questionnaire

Question #19:

I am the manager at Cibola Vista Resort & Spa located at 27501 N Lake Pleasant Rd., Peoria, AZ 85383 where I am listed on its series #7 liquor license (#07070332).

'11 OCT 13 Liq. Lic. PM12:44

SPECIAL POWER OF ATTORNEY

I, Andrea D. Lewkowitz, residing at 5745 N. 25th Street, Phoenix, Arizona 85016 ("Principal") do hereby make, constitute and appoint Amy L. Schroff, 11025 W. Frier Drive, Glendale, AZ 85307 as my true and lawful Attorney-In-Fact, for me and in my name, place and stead, and for my use, behalf and benefit to perform the following acts and things:

> To make, execute, deliver, bargain, negotiate, contract for and execute any and all applications or documents necessary or required in connection with matters relating to the sale, transfer, purchase or obtaining of a Liquor License in the State of Arizona.

Principal gives and grants to Attorney-In-Fact full power to do and perform all and every act and thing whatsoever requisite and necessary to be done as fully to all intents and purposes as Principal might or could do if personally present. Principal ratifies and confirms all that Attorney-In-Fact shall lawfully do or cause to be done by virtue of this Special Power of Attorney.

This Special Power of Attorney shall not be affected by the disability of Principal. A.R.S. §§ 14-5501, 14-5502.

[redacted]

Andrea D. Lewkowitz

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to this 4th day of September, 2008, by Andrea D. Lewkowitz.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

KATHIE E. FARHA
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
JUNE 11, 2011

[redacted]

Notary Public

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10R

Date Prepared: November 22, 2011

Council Meeting Date: January 3, 2012

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning & Community Development Director

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

SUBJECT: GPA11-0014 – Chateau Sous Le Soliel

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for a minor amendment to the General Plan to amend the General Plan map for approximately 4.8 acres from Residential/Estate (0-2 du/ac, target: 1 du/ac) to Residential/Medium (5-8 du/ac, target: 6 du/ac).

Background/Summary:
The applicant is requesting a minor amendment to the General Plan Land Use Map for approximately 4.8 acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane. The amendment would change the current Residential Estate designation to Residential Medium to allow for future development of a Skilled Nursing and Assisted Living Facility with associated Independent Living Units.

This request is accompanied by a rezoning application for a Planned Area Development (case Z11-0003) that tailors the development standards and permitted uses to ensure a reasonable fit within the context of the area. Directly east of the site is Lake Pleasant Parkway, a high-traffic major arterial roadway with restricted access. Directly west of the site, there are two parcels both located in unincorporated Maricopa County and zoned Rural-43 (1 acre minimum) by the County. North of the site across Mariposa Grande Drive is an undeveloped lot zoned SR-43. To the south of the site, lie undeveloped properties zoned SR-43 and Maricopa County Rural-43.

The western parcel (approximately 1.2 net acres) is currently undergoing annexation with the support of the property owner under case ANX11-0002.

The Estate Residential land use designation, which is intended to provide areas where large-lot single family residential development is desirable, extends to the properties on all sides of the proposed site. In general, developments in this vicinity do follow a pattern of rural, large-lot single family land uses. However, the transportation corridor of Lake Pleasant Parkway, a restricted-access major arterial roadway, located directly east of the property presents the

need for alternative land uses on this site. The higher speeds (50 mph speed limit) and considerable traffic (over 24,000 average daily trips) present on Lake Pleasant Parkway adjacent to the site make it much less compatible with larger-lot single family residential development than nearby properties that are buffered from Lake Pleasant Parkway. The Medium Density Residential category is the least intense residential land use category that supports the character of zoning necessary for the development of a nursing/convalescent home, as proposed by the applicant. Other land use categories that would support the zoning necessary for this type of use would be the High Density Residential, Office, or Neighborhood Commercial designations.

Previous Actions:

This amendment has been subject to the City's minor General Plan Amendment process. A public hearing was held for this item at the November 17, 2011 Planning and Zoning Commission Meeting. A public hearing was held at the same meeting for a related Rezoning case for the same property.

A portion of the property in question is currently unincorporated. A preliminary Annexation hearing by City Council for the unincorporated parcel was held on September 20, 2011.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or
D: Continue action to a date certain or indefinitely; or
E: Remand to the Planning & Zoning Commission for further consideration.

Staff Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's November 17, 2011 unanimous recommendation to approve Case GPA 11-0014.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

No further action would be necessary should the City Council take action to approve this application.

Exhibit(s)

Exhibit 1: November 17, 2011 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 2: Draft Resolution

Contact Name and Number: Melissa Sigmund, Planner, x 7603

MINOR GENERAL PLAN AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: GPA 11-0014

DATE: November 17, 2011

AGENDA ITEM: 4R

Applicant:	LVA Urban Design Studio
Request:	A Minor Amendment to the City of Peoria General Plan for approximately 4.8 acres from Residential/Estate (0-2 du/ac) to Residential/Medium (5-8 du/acre).
Proposed Development	Chateau Sous Le Soleil: The conceptual development plan proposes a Skilled Nursing and Assisted Living Facility with associated Independent Living Units.
Location:	The property is located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane.
Site Acreage	4.8 acres
Support / Opposition:	Staff has not received any support for or opposition to this request.
Recommendation:	Recommend approval of case GPA11-0014 to the City Council

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BACKGROUND

Table 1: Existing and Future Land Use (Exhibits B and C)

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Vacant**	**Residential/Estate (0-2 du/ac. Target 1 du/ac.)**	**Rural-43 (Maricopa County) / SR-43 Suburban Ranch**
North	Mariposa Grande Lane, then vacant	Residential/Estate (0-2 du/ac. Target 1 du/ac.)	SR-43 (Suburban Ranch)
South	Vacant (Partially bordered by Unincorporated Maricopa County property)	Residential/Estate (0-2 du/ac. Target 1 du/ac.)	SR-43 (Suburban Ranch)
East	Lake Pleasant Parkway, then vacant (Maricopa County Island)	Residential/Estate (0-2 du/ac. Target 1 du/ac.)	Rural-43 (Maricopa County)
West	Single Family Residential / vacant (Unincorporated Maricopa County)	Residential/Estate (0-2 du/ac. Target 1 du/ac.)	Rural-43 (Maricopa County)

Site History and Status

1. Records indicate that the eastern parcel (approximately 3.0 net acres) of this site was annexed into the City in 1989 as part of much larger annexation that covered more than six sections of land primarily located between Lone Mountain Road and Carefree Highway. An initial zoning designation of General Agriculture (AG) was assigned through case Z90-10. A number of the property owners affected by the initial zoning case objected to the AG designation due to the minimum 5-acre parcel size, among other issues. As a result, 2,540 acres of the initial annexation case were later rezoned through case Z90-26 to SR-43 (Suburban Ranch, 1 acre minimum), the current zoning designation of the property.

2. The western parcel (approximately 1.2 net acres) is currently undergoing annexation with the support of the property owner. The annexation case is scheduled to come before City Council for approval in January 2012.

PROJECT DESCRIPTION

3. The applicant is requesting a minor amendment to the General Plan Land Use Map for approximately 4.8 acres located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane. The amendment would change the current Residential Estate designation to Residential Medium to allow for future development of a Skilled Nursing and Assisted Living Facility with associated Independent Living Units.

4. This request is accompanied by a rezoning application for a Planned Area Development (case Z11-0003) that tailors the development standards and permitted uses to ensure a reasonable fit within the context of the area. Directly east of the site is Lake Pleasant Parkway, a high-traffic major arterial roadway with restricted access. Directly west of the site, there are two parcels both located in unincorporated Maricopa County and zoned Rural-43 (1 acre minimum) by the County.

DISCUSSION AND ANALYSIS

Minor General Plan Amendment Evaluative Criteria

5. Chapter 14 of the Peoria General Plan ("Plan Administration") directs the City to make an affirmative finding that the proposal substantially demonstrates or exhibits the following evaluative criteria:

   i. The development pattern contained in the Land Use Plan inadequately provides appropriate optional sites for the use or change proposed in the amendment.
   ii. The amendment constitutes an overall improvement to the General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.
   iii. The amendment will not adversely impact the community as a whole or a portion of the community by:
      - Significantly altering acceptable existing land use patterns,
      - Requiring larger and more expensive improvements to roads, sewer or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas,
      - Adversely impacting existing uses because of increased traffic on existing systems, or
      - Affecting the livability of the area or the health and safety of the residents.
   iv. That the amendment is consistent with the overall intent of the General Plan and other adopted plans, codes and ordinances.

Over the past several years, a number of properties adjacent to Lake Pleasant Parkway in this area (between a quarter mile south of Pinnacle Peak Rd to Calle Lejos) have been planned and built as non-residential uses such as the Pinnacle Peak Public Safety Facility, Circle K gas station and convenience store, Wealth Management office building, and Candeo charter elementary school. These uses form a buffer of transitional land uses along the heavily traveled corridor. The proposed amendment will create the same type of buffer, providing a compatible non-commercial transitional land use designation between the existing single family residents to the west and the Lake Pleasant Parkway corridor to the east. In addition, the proposed development will provide housing alternatives to large-lot single family properties for senior citizens in this area.

Existing General Plan Land Use Designation

6. The underlying land use designation (Exhibit C) for the subject property is Estate Residential (0-2 dwelling units per acre) with an underlying target density of 1 units per acre. This designation is intended to provide areas where large-lot single family residential development is desirable or areas of maximized open spaces are sought. This land use designation also provides transitional areas between natural open spaces and residential development.

Request to Designate Site to Medium Density Residential

7. The request is to change the land use designation for the site to Medium Density Residential (5-8 du/ac). This category denotes areas where single family detached and attached residential homes are desirable. The density range is intended to provide areas suitable for single family, town home, patio home, and multi-family type units. This is the least intense residential land use category supporting the character of zoning necessary for the development of a nursing/convalescent home, as proposed by the applicant. Other land use categories that would support the zoning necessary for a nursing home would be the High Density Residential, Office, or Neighborhood Commercial designations.

Land Use Transition and Compatibility

8. The Estate Residential land use designation extends to the properties on all sides of the proposed site. In general, developments in this vicinity do follow a pattern of rural, large-lot single family land uses. However, the transportation corridor of Lake Pleasant Parkway, a restricted-access major arterial roadway, located directly east of the property presents the need for alternative land uses on this site. The higher speeds (50 mph speed limit) and considerable traffic (over 24,000 average daily trips) present on Lake Pleasant Parkway adjacent to the site make it much less compatible with larger-lot single family residential development than nearby properties that are buffered from Lake Pleasant Parkway.

9. The proposed Medium Density Residential Land Use designation will support the associated rezoning request for a Planned Area Development specifically limited to principle permitted uses of Skilled Nursing and Assisted Living Services and associated Independent Living Units. This request presents an opportunity to provide an area of transitional land use between Lake Pleasant Parkway and the one acre residential lots to the west. Approximately 360 feet north of this property at the southwest corner of Lake Pleasant Parkway and Calle Lejos, a similar buffer has been created by a development of a charter elementary school.

10. In staff's assessment, a skilled nursing/assisted living facility is an appropriate transitional land use for the proposed site. The least intense residential land use designation supportive of the zoning character required for this use is the Medium Density Residential designation that is being requested in this application. The Medium Density Residential designation will be suitable for this property based on the closely tailored standards of the Planned Area Development (PAD) zoning that is being proposed for this site. Other uses generally associated with the Medium Density Residential designation such as apartment complexes will not be allowed as Principle Permitted Uses of the PAD.

Relevant General Plan Policies and Objectives

11. The applicant has identified goals and policies from the General Plan that support this request (Exhibit A). Staff finds the following goals and objectives particularly relevant:

    <u>Goal 2.1:</u> Provide a balance of land uses that will preserve and enhance neighborhoods, promote economic development, encourage redevelopment at appropriate locations and protect environmentally sensitive areas.

    <u>Objective 2.1.B:</u> Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

    The proposed development plan promotes an age-targeted, senior, multi-use residential living and care community that will allow residents to "age in place" as their needs for care and medical assistance change over time.

    <u>Goal 7.1:</u> Opportunities for housing variety should be provided in all geographic areas of the city. The goal is intended to be implemented city wide and seeks quality architectural design and planning of a myriad of housing types.

    <u>Objective7.1.D:</u> Provide for adequate housing opportunities for special needs groups.

The proposed minor General Plan Amendment, as supported through PAD zoning and a conceptual development plan, will provide a unique and quality housing opportunity for a distinct target age group. It will offer varied types of residences serving the diverse needs of senior citizens.

CIVIC ENGAGEMENT & NOTIFICATION

Neighborhood Meeting

12. As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting. The applicant notified property owners within 600 feet of the subject site for the required neighborhood meeting, which was held on August 24, 2011 at the City of Peoria Pinnacle Peak Public Safety Facility between 6:30pm and 8:00 pm. Four property owners attended the meeting. Meeting attendees provided several comments that are characterized and addressed in the associated Rezoning case Z11-0003

Public Notification

13. Public notice was provided in the manner prescribed under Section 14.D of the City of Peoria General Plan. Posting of the site was completed within the prescribed 15-30 days prior to the Public Hearing.

Support / Opposition

14. As of this writing, the City has not received any opposition or support on this item.

Proposition 207

15. In 2006, the voters of Arizona approved Proposition 207, which among other things requires municipalities to compensate property owners for actions that have the effect of diminishing the value of property. The City Attorney's Office has drafted an agreement that 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.

FINDINGS AND RECOMMENDATION

16. The proposed amendment supports the following findings:

- The proposal provides a transitional land use between the heavily traveled Lake Pleasant Parkway roadway corridor to the nearby large-lot residential land uses; and
- The amendment constitutes an overall improvement to the City's General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time; and

- That the amendment will better reflect the development needs of the area while accounting for the existing built environment; and
- The amendment is in conformance with the Goals, Objectives, and Policies of the Peoria General Plan; and
- That the amendment will not adversely impact the community as a whole or a portion of the community by:
  i. Significantly altering acceptable existing land use patterns,
  ii. Requiring larger and more expensive improvements to roads, sewer or water systems than are needed to support the prevailing land uses and which, therefore, may impact development of other lands,
  iii. Adversely impacting existing uses because of increased traffic on existing systems, or
  iv. Affecting the livability of the area or the health and safety of the residents.

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

Recommend approval of Case GPA11-0014 to the City Council.

Attachments
Exhibit A: Description and Justification Report
Exhibit B: Aerial/Context Map
Exhibit C: General Plan Land Use Map
Exhibit D: Conceptual Development Plan (for reference only)

Report prepared by:
Melissa Sigmund
Planner

A. Introduction & Vision

1. Objective
The objective for requesting a Minor Amendment to the City of Peoria General Plan is to promote a transitional land use between Lake Pleasant Parkway (a roadway of regional significance) and existing low density residential land uses west of Lake Pleasant Parkway and east of the Agua Fria River. It is the objective of this request to recognize the land use impacts of a significant transportation facility (Lake Pleasant Parkway) and promote land use that promotes transitions and buffers to low density residential land uses within the area.

2. Project Location and Context
The proposed project site is located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Road within the City of Peoria. The site, comprised of approximately 4.25 gross acres, encompasses two contiguous parcels of land under common ownership with approximately 3 acres of land area located within the City of Peoria jurisdictional limits and approximately 1.25 acres located within Maricopa County jurisdiction limits, but within the City of Peoria Planning Area boundary. The site is situated between Mariposa Grande Road on the north, vacant Arizona State Trust Land on the south, Lake Pleasant Parkway on the east, and existing single-family residential development (Maricopa County subdivision) to the west. The subject property is currently vacant and has not been previously developed.

   The subject property may be accessed from both Mariposa Grande Road and Lake Pleasant Parkway. The Loop 101 Freeway is located approximately four miles southeast of the subject property and the Loop 303 Freeway approximately 2 miles to the northwest. Also, in close proximity to the site, are the Lake Pleasant Pavilion and Lake Pleasant Towne Center community commercial centers and the Candeo Charter School, all located just to the north of the subject property. **(See Figure 1, Aerial Photo of Subject and Adjacent Properties)**

3. Project Vision
The Minor General Plan Amendment is being sought under the support of a proposed conceptual development plan envisioned as an age-targeted, senior living and care facility, aimed at providing an intimate "aging-in-place" community. This community is envisioned as a themed, residentially scaled, development with independent as well as assisted living components that are combined into a community campus setting. The regional demographic and lack of similarly themed community development types in the vicinity, as well as recognized land use sensitivities, make this community type an ideal fit for this location.

B. Existing General Plan Designation

According to the adopted City of Peoria General Plan Land Use Map, the subject property is designated for Residential/Estate (0-2 DU/Ac) **(See Figure 2, Existing and Proposed General Plan Designations)**. This land use designation promotes a target density of one residential dwelling unit per acre and is intended to denote areas where large-lot single-family residential developments are desirable.

Additionally, the subject property is located within the Lake Pleasant Parkway Corridor Specific Area Plan urban development section (as envisioned within the adopted plan that has been superseded by an update to the General Plan). The stated objective of the urban development section, along the parkway, has been to encourage and promote non-residential development where such development is consistent with the goals, objectives and policies of the Plan.

The existing General Plan Land Use designation surrounding the project site on all sides is Residential/Estate.

C. Requested General Plan Designation

To promote the land use envisioned for the subject property that proposes a transitional and buffering land use, a minor amendment to the existing General Plan land use designation will be an integral component. The minor amendment proposes a land use change from Residential/Estate (0-2 DU/Ac) to Residential/Medium (5-8 DU/Ac). **(See Figure 1, Existing and Proposed General Plan Designations)**

According to the City of Peoria General Plan, the Residential/Medium designation accommodates single-family detached and attached residences. Suitability for this designation is determined on the basis of location, access, availability of public facilities and utilities, existing land use patterns, and physical development constraints. In the case of the subject property, immediate access to transportation facilities and public infrastructure is represented by the existing subject property conditions. In fact, the subject property is within an area subjected to a transportation facilities "pay back" affiliated with the significant public investment to Lake Pleasant Parkway.

The vision for the land use type promotes senior, age targeted, independent living residences for individuals or couples wishing to live in an "age-in-place" planned community. Therefore, the Residential/Medium designation is the most appropriate land use designation to promote a reasonable development density for the envisioned project while promoting appropriate transitional land use in respect of the prominent land use within the subject property context area.

D. Description and Justification for Request

1. **Provide a brief description and reason for the requested change. Provide supporting data.**

   This request for a Minor Amendment (Land Use map amendment) to the City of Peoria General Plan to change the existing land use designation on the subject site from Residential/Estate (0-2 DU/Ac) to Residential/Medium (5-8 DU/Ac). The purpose of the requested amendment is to allow for the appropriate mix of independent, assisted and skilled nursing living uses that are residentially-based and unique to this area of the City. It is the objective of this request to align future site development with the City of Peoria's vision for this area of a mix of uses and residential densities as defined by the vision of the corridor specific plan and the General Plan.

2. **If map amendment, indicate the existing and the proposed General Plan Land Use designation(s).**

   As indicted above, this request for a Minor Amendment to the City of Peoria General Plan is to change the existing land use designation map on the subject site from the existing Residential/Estate (0-2 DU/Ac) to Residential/Medium (5-8 DU/Ac). Please refer to Sections B & C of the request narrative for further discussion of the existing and proposed land use designations.

3. **In what ways does the existing plan inadequately provide suitable alternatives for this request?**

   The Residential/Estate (0-2 DU/Ac) General Plan Land Use designation, which promotes detached large-lot single-family residential development, seems to be designated on the General Plan Land Use Map due to the predominant land use type within the geographic area along Lake Pleasant Parkway. The existing pattern of low density residential uses, while within the City of Peoria Planning Area, generally are not

annexed into the jurisdictional limits of the City of Peoria. While this land use pattern seems to reflect the City's desire to promote large lot residential living, in the case of the subject property and the immediate proximity with Lake Pleasant Parkway, an alternative land use type might be appropriate. The segment of the Lake Pleasant Parkway corridor, in which the subject site is located, is situated within a narrow linear corridor of the current City jurisdictional limits linking the larger urbanized City area to the south and rural areas to the north via the Lake Pleasant Parkway corridor. Existing low-density residential development in the Maricopa County jurisdiction, adjacent to this narrow corridor, seem to have influenced the current land use pattern within the City of Peoria Planning Area. With several small parcels of land existing directly adjacent to the now fully improved Lake Pleasant Parkway, it is unlikely that large-lot single-family residential will be seen as a future sustainable or economically feasible land use.

The type of residential development envisioned under the companion Planned Area Development zoning application is unique and does not necessarily fit within a single land use designation promoted by the Peoria General Plan. This conceptual development plan for the subject property envisions a senior, age targeted, independent living residences for individuals or couples wishing to live within a community while anticipating stages of maturity to require special care assistance over time. The existing Residential/Estate designation will not support this vision for land utilization as a suitable alternative to low density residential uses and homogeneous land utilization.

4. **How will this amendment affect property values and neighborhood stability? Provide supporting data and/or case studies.**
The proposed land use designation and community envisioned under this Minor General Plan Amendment application, as well as the companion PAD zoning application, could potentially contribute to an increase in property values and help promote future neighborhood stability by providing a neighborhood-scale residential community and an appropriate transition between low density residential uses and a road of regional significance. Additionally, the community envisioned under the PAD zoning, with development regulations proposed as a means of implementation of the plan, promote quality development as an entry to the low residential community to the west. Further, the proposal promotes a land use that is affiliated with the later stages of human life promoting quality of life for our citizens at a senior age and within the context of a greater mature and stable neighborhood. This facility likely will be patronized by family members whom reside within the vicinity of the subject property by responding to not only the envisioned age-specific residents of the community, but potentially those families of senior citizens who may reside in local neighborhoods or desire to be close to loved ones during their twilight years. Furthermore, a distinct difference exists between the envisioned project type and what might be construed as a typical attached or multi-family residential development. Residents of age-specific or senior care communities will generally not transition in similar frequency to the typical attached living communities which target younger adults, or starting families, which promotes neighborhood stability.

5. **How will this amendment contribute to compatible neighborhood patterns? Provide support data.**
The Minor General Plan Amendment proposed for the subject property will offer a sensible and compatible, non-commercial transitional, land use designation between the existing single-family community residents to the west (Maricopa County subdivision) and the "urban" designated section affiliated with the Lake Pleasant Parkway corridor. With significant non-residential commercial uses existing to the north, and planned commercial uses to the south within planned community activity nodes, frontage properties along this section of the Parkway corridor will strive to

determine future land uses that offer the single-family residential community compatibility and character, yet promote transitional development types more appropriately suited for parkway exposure.

6. **How will this amendment contribute to an increased tax base, economic development, and employment opportunities? Provide support data.**
This minor amendment will allow for a specific project vision to be achieved by providing the opportunity for the development of a economically viable project to be constructed in a socially responsible location. The amendment directly supports goals emphasized within the General Plan which strive for the "need for good jobs and attractive new development". This vision, albeit residentially based in use, will provide a service and contribute to the local tax base and a social need within the greater Peoria Community. The administration, management and maintenance of a planned geriatric living community requires full-time staff to provide appropriate services and assisted care. By its very nature, this type of project contributes to positive economic growth and employment opportunities as envisioned within this segment of the Lake Pleasant Parkway corridor. In addition, future development of the subject property site will provide back to the City of Peoria the proportional repayment share of the cost for the development of the Lake Pleasant Parkway improvements.

7. **How will this amendment contribute to the City's goal of achieving balanced housing, shopping, employment, and recreational opportunities?**
As noted in question six above, this envisioned project supported by the minor amendment to the General Plan will provide a residential community which is unique to the vicinity. At the time of the adoption of the current General Plan, approximately 85% of residential land areas within the City of Peoria are designated Residential Estate (0-2) or Residential Low (2-5). Not only is the proposed amendment appropriate for this site location along Lake Pleasant Parkway, it contributes to the goal of balanced housing by providing by an alternative offering to typical single-family detached style housing.

   The proposed amendment falls outside of areas generally planned for future shopping and employment uses, however future residents of the community would contribute to local businesses. The relatively small size of the amendment area, and the envisioned future community demographic, do not offer the scale of development needed for additional public recreational facilities. However, residents and guests of this community would likely enjoy internal recreational services and amenities.

8. **How will this amendment affect existing infrastructure of the area, specifically, the water, wastewater, and street systems?**
As engineering research has indicated, existing water and wastewater public services are located adjacent to the subject property. The project consulting engineer, as well as the City of Peoria engineering staff (based on Pre-Application meeting notes), have determined that adequately sized infrastructure exist to support the demand for water, wastewater and transportation facilities. By its very nature, the proposed use, and the demographic characteristics of the community population pose limited demand for all three of these public facilities. Improvements to water and wastewater systems will be minimal with the majority of the work contained within the property.

   Streets bordering the subject property include Lake Pleasant Parkway to the east, which has been fully improved, and Mariposa Grande Road to the north, which is presently undedicated within City of Peoria right-of-way and minimally improved beyond its more recently constructed intersection connection to Lake Pleasant Parkway. Future public street improvements are anticipated to include the half-street right-of-way dedication to the City of Peoria (25 foot half street for local street) and half-street

improvements for Mariposa Grande Road inclusive of pavement, curb and gutter for the frontage adjacent of the half street dedication. Future proposed street improvements are envisioned to be constructed per City of Peoria standard details or as otherwise approved by the City of Peoria Engineering Department.

9. **How will this amendment affect the ability of the school district to accommodate children? Indicate the specific schools to be attended and provide attendance and other data reflecting impacts to the specified schools, and district comments.**
   This amendment and envisioned future community demographic will not affect the enrollment or classroom capacity of the Peoria Unified School District. As mentioned above, the future envisioned use is specific and age-targeted. The allowable residential density range of the proposed land use designation generally encompasses residential development types that accommodate first-time buyers that are retirement-aged buyers with less emphasis on family based amenities or family demographic demand for services. A companion zoning application being prepared for this project details a specific development vision for retired and senior residents which would be age specific and not a contributor to increased school attendance needs.

10. **Specifically, what Elements, Goals, Objectives, and Policies of the General Plan will be affected?**
    Please refer to Section E of the request narrative "Elements, Goals, Objectives, and Policies" for further detailed discussion of these items.

11. **How will this amendment support the overall intent and/or constitute an overall improvement to the General Plan?**
    This amendment integrates well with the overall intent and vision of the General Plan to build a coordinated and diversified City and to promote a vision for a diversified public. The immediate area of the proposed amendment, along the Lake Pleasant Parkway corridor urban section, is ideally located within the City of Peoria to integrate diversified, yet compatible, land uses and further the guidance of future unique development adjacent to the corridor. This amendment represents an improvement to the General Plan by further instilling the dynamics of well planned land use that promote satisfying the needs of the greater community ~~demongraphic~~demographic.

E. Elements, Goals and Objectives of the General Plan

The proposed project has been designed to be consistent with the goals and policies outlined in the City of Peoria General Plan and the Lake Pleasant Parkway Corridor Specific Area Plan. The following General Plan elements and objectives have been specifically identified to demonstrate the compatibility of the proposed project with the goals of the General Plan:

MUNICIPAL DEVELOPMENT ELEMENTS

1. Land Use Element

Goal 2.1: Provide a balance of land uses that will preserve and enhance neighborhoods, promote economic development, encourage redevelopment at appropriate locations, and protect environmentally sensitive areas.
The City of Peoria General Plan recognizes the need for establishment of an orderly and planned balance of land uses that will ensure well managed responsible growth.

Met: The envisioned project, supported by this minor General Plan Amendment request for land use designation amendment will provide a residential community offering which is unique, yet compatible to the residential character of the vicinity. The envisioned development plan also recognizes the need for

transitional land use patterns along this section of the Lake Pleasant Parkway corridor. A post-retirement, age-specific, community provides a living and assisted care alternative not only attractive to potential residents, but to their families which may reside in the surrounding community.

The proposed amendment falls outside of areas generally planned for future shopping and employment uses which are more typically associated with promoting economic development. However, future residents of this community would contribute to local businesses and economic growth within the greater community, while contributing to the addition of employment opportunities associated with such a use.

Additionally, this minor General Plan Amendment falls north of Pinnacle Peak Road and therefore is within the City of Peoria defined Desert Lands Conservation area. The subject property will be required to provide specific conservation and archaeological reporting subject to the approval of the City staff.

Objective 2.1.B: *Provide a diversity of housing types to meet the needs of persons of all income levels and ages.*

Met: As described within Section D above, the envisioned development plan promotes an age-targeted, senior, multi-use residential living and care community aimed at providing an intimate "aging-in-place" community. This themed, residential scale development, with independent, as well as assisted living components, is combined within a community campus environment. This specific geriatric community vision is part of an evolution in community living that offers to individuals of retirement age, and varied income levels, quality of life in the late stages of life.

2. Circulation Element

Goal 3.1: Provide for a multi-modal transportation system that will serve the community and region in a safe, efficient, cost effective and aesthetic manner while minimizing adverse impacts to neighborhoods, businesses and the natural environment.
The City of Peoria will continue to foster options to automobile travel by seeking to expand the range of service levels of its transit system as an attractive and convenient alternative to the automobile.

Met: The subject property is ideally situated for the intended use and well supported by the existing City of Peoria transportation system. Adjacent to the subject property is the fully improved Lake Pleasant Parkway corridor inclusive of on-street bicycle lanes to the east and Mariposa Grande Road, a partially improved local street with neighborhood access on the north.

The demographic affiliated with the proposed community is not anticipated to place any significant demands on bicycle or pedestrian networks within the vicinity of the subject property. Resident transportation trips, and the demand for transportation facilities, are anticipated to be affiliated with a need for neighborhood oriented goods and services. These types of services are provided approximately one half mile to the north of the subject property at the intersection of Lake Pleasant Parkway and Happy Valley Road. The commercial retail and service node will provide immediate access to basic goods and services for the residents of the proposed community.

Objective 3.1.B: *Provide for the functional needs of the City's transportation system by addressing urban, suburban, and rural conditions.*

Met: With the half-street dedication and anticipated improvements to Mariposa Grande Road, this project will strive to maintain the established rural character of the existing local street as Mariposa Grande will remain a primary access point for the neighborhood to the west located within Maricopa County jurisdiction. The conceptual development plan proposes roadway construction for this local street that is consistent with the existing character within the neighborhood to the west.

Objective 3.1.D: *Develop and maintain Lake Pleasant Parkway as a limited-access arterial roadway, State Route 74 as a controlled access freeway and maintain certain limited-access roadways throughout Peoria.*

Met: With the project location situated directly adjacent to Lake Pleasant Parkway, it has been recognized that direct vehicular access from the Parkway is not only undesirable by City Engineering Department staff, but technically challenging to achieve. Therefore, this project proposes to provide one primary point of access which will be from Mariposa Grande Road and appropriately located at a safe distance from the intersection of Mariposa Grande Road and Lake Pleasant Parkway, as approved by the City of Peoria Engineering Department.

3. Housing Element

Goal 7.1: Provide for sufficient availability and a variety of opportunities for safe, quality and affordable housing.
Opportunities for housing variety should be provided in all geographic areas of the city. The goal is intended to be implemented city wide and seeks quality architectural design and planning of a myriad of housing types.

Objective 7.1.A: *Promote quality residential development through diversity in housing type.*

Objective 7.1.D: *Provide for adequate housing opportunities for special needs groups.*

Met: The proposed minor General Plan Amendment as supported through PAD zoning and a conceptual development plan, will provide a unique and quality housing opportunity for a distinct target age group. Albeit relatively small in nature, the envisioned project will create an internal secure community environment, while offering varied levels of residency ranging from independent living residential units to skilled-care rooms serving the diverse needs of retirees and senior residents.

PUBLIC ASSETS ELEMENTS

1. Economic Development Element

Goal 4.1: Create employment opportunities for Peoria residents.
The City of Peoria's overall goal is to develop a one-to-one ratio between the City's workforce population and number of jobs within the City.

Met: This minor General Plan Amendment will promote and support the General Plan emphasis on the "need for good jobs and attractive new development". This

vision, albeit residentially based in use, will provide a service and contribute to the local tax base. The administration, management and maintenance of a planned geriatric living community requires full-time staff to provide appropriate services and assisted care. By its very nature, this type of project contributes to positive economic growth and employment opportunities as envisioned within this segment of the Lake Pleasant Parkway corridor and for the City of Peoria. Ideally, local area residents within the community with proper training or background would be encouraged to pursue employment opportunities associated with the envisioned project type.

QUALITY OF LIFE ELEMENTS

1. Environmental Resources Element

Goal 10.1: Promote a high level of environmental quality with a safe, healthy and enjoyable environment for Peoria residents.
The City of Peoria recognizes the critical nature of establishing a balance of facilitating development without endangering the protection and sanctity of its natural resources.

Objective 10.1.I: *Retain the archaeological resources of Peoria.*

Met: The minor General Plan Amendment property falls north of Pinnacle Peak Road and within the City of Peoria defined Desert Lands Conservation area. The subject project will be required to provide specific conservation and archaeological reporting subject to approval by City staff.

Objective 10.1.M: Strive to create and maintain a consistent, high level of community appearance throughout Peoria.

Met: The envisioned development plan is designed to include compatible architectural character and landscaping that will be realized through the implementation of PAD development standards and project design specificity.

GROWING SMARTER ELEMENTS

1. Growth Areas Element

Goal 5.1: Promote efficient development areas which support a variety of land use types, conserve natural resources, reduce automobile dependency, and exhibit a logical extension of infrastructure and service capabilities.
The City of Peoria Growth Area Plan was established as a strategic tool for targeting growth with the primary purpose of directing attractive development into identified growth areas.

Met: This minor General Plan Amendment property falls within the "North Central Peoria/Lake Pleasant Parkway Corridor" growth area, which is one of the six identified on the City of Peoria Growth Areas Plan. More specifically, this amendment location falls within the "lower" or southern part of this growth area which represents the next logical area of incremental development extending urbanization and infrastructure north in the City of Peoria. With significant commercial activity nodes established to the north and south of the subject property location, Lake Pleasant Parkway remains a high-volume thoroughfare well suited to accommodate neighborhood scale development between identified

activity nodes with more intense land uses while supporting a variety of compatible or transitional land uses.

F. Conclusion

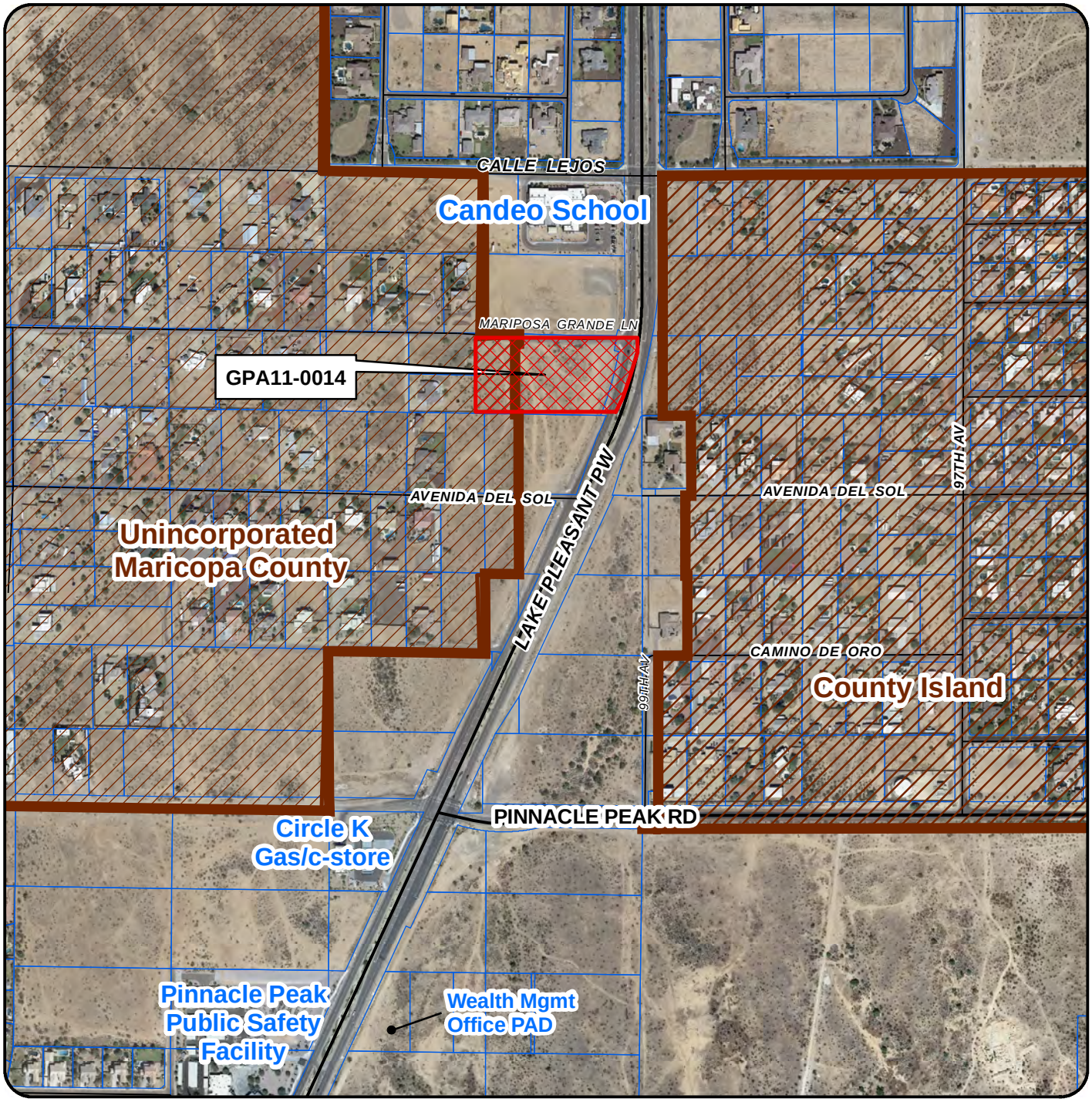
The current Residential/Estate (0-2 DU/Ac) land use category is designed to accommodate rural-scale detached single-family residential development. This land use designation does not recognize an appropriate transitional land use for property immediately adjacent to the established Lake Pleasant Parkway corridor. It would seem this land use designation was proposed and adopted in this area of Peoria due to the established residential development patterns located east and west of the Lake Pleasant Parkway corridor primarily within Maricopa County jurisdiction yet falling into the City of Peoria Planning Area. The adoption of the Lake Pleasant Parkway Corridor Specific Area Plan and subsequent constructed roadway improvements are among the factors to be considered in the establishment of appropriate transitional land uses to fulfill the vision of the corridor plan while respecting the surrounding established community, promoting quality, and sustainable land use.

The adoption of this minor General Plan Amendment will change the planned land use designation from Residential/Estate (0-2 DU.Ac) to Residential/Medium (5-8 DU/Ac). This land use designation will promote suitable transitional land uses along the Lake Pleasant Parkway Urban Section on the defined basis of location, access, availability of public facilities, utilities, existing land use patterns, and physical development constraints.

The vision for the land use designation, to be promoted via the adoption of a Resolution to amend the General Plan Land Use Element, represents the foundation for the development of a senior, age-targeted, residential community with varied living options ranging from independent living to assisted or skilled-care residency. The Residential/Medium land use designation is most appropriate based on reasonable development density as necessary to support the appropriate mix of age-in-place life styles ranging from independent living to skill nursing living. Furthermore, this specialized form of land use contributes to the enhancement of the community by offering a low-intensity and attractive residential development while being economically beneficial to the City of Peoria and its residents and creating much needed quality jobs.

APPENDICES

GPA11-0014 Context Map



GPA11-0014 - Chateau Sous Le Soleil

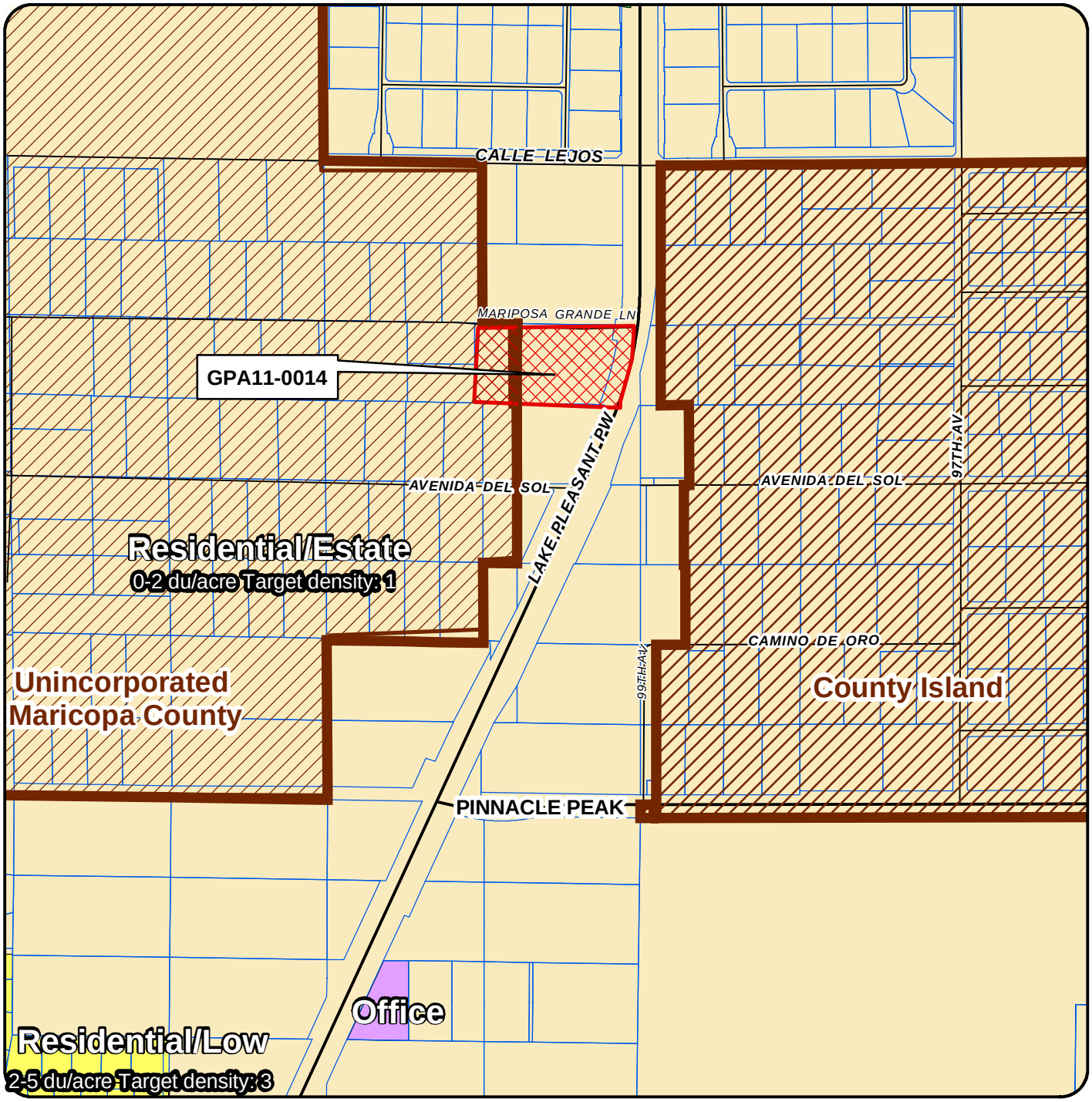
EXHIBIT B

Request:
A Minor Amendment to the City of Peoria General Plan for approximately 4.8 acres from Residential/Estate (0-2 du/ac) to Residential/Medium (5-8 du/ac)

Location:Southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane

3

GPA11-0014 General Plan Land Use Map



GPA11-0014 - Chateau Sous Le Soleil

EXHIBIT C

Request:
A Minor Amendment to the City of Peoria General Plan for approximately 4.8 acres from Residential/Estate (0-2 du/ac) to Residential/Medium (5-8 du/ac)

Location: Southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane

3

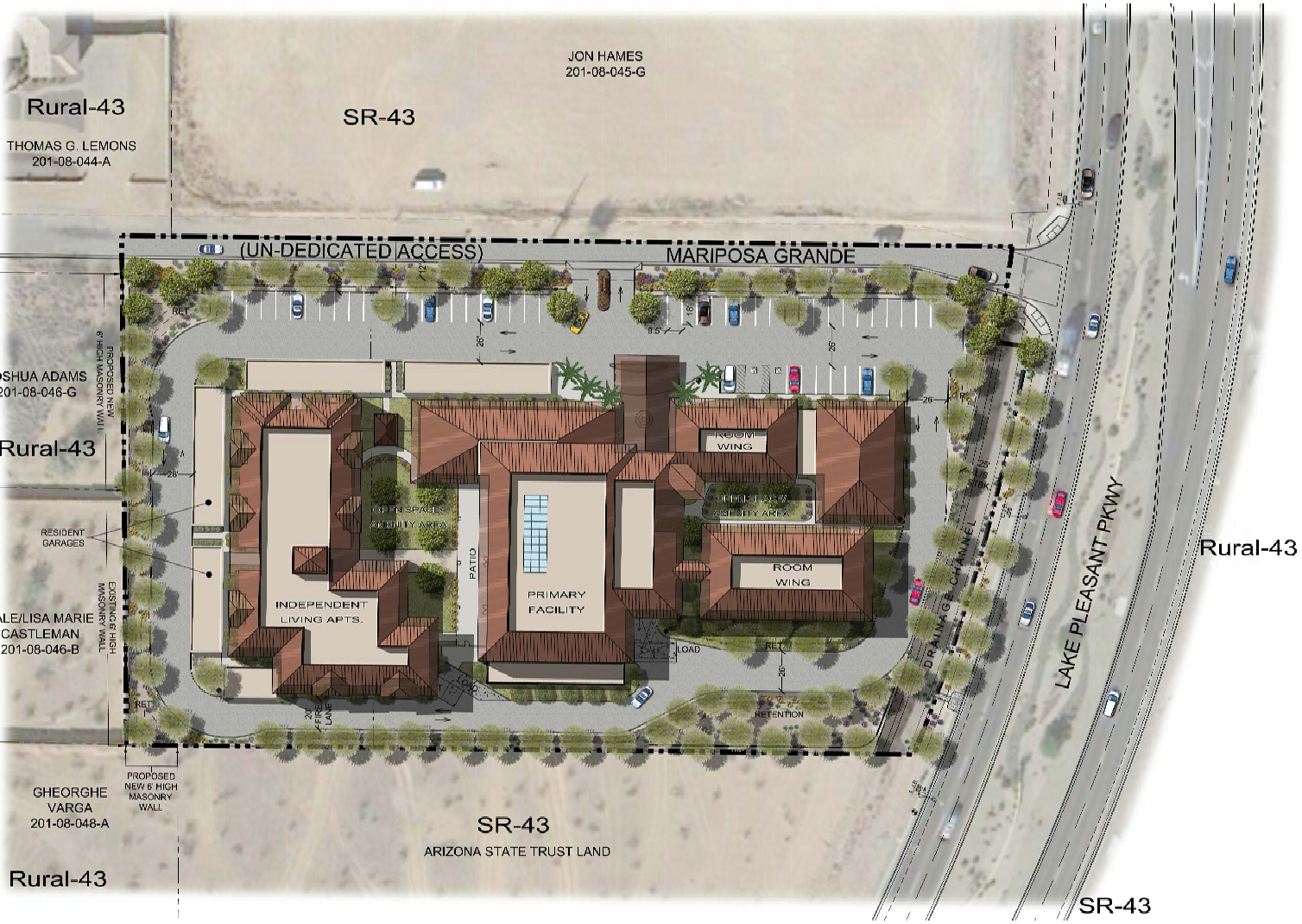


EXHIBIT D

Chateau SousLeSoleil

PLANNED AREA DEVELOPMENT

FIGURE 5

PRELIMINARY DEVELOPMENT PLAN

Plan Data

(Subject Property Only)

Site Area (Gross - Zoning Area): 4.8 Ac
Site Area (Net*): 4.2 Ac
*(Does not include presumed 25' R.O.W. Dedication for Mariposa Grande)

Existing Zoning: SR-43 (Peoria) / Rural-43 (County)
Existing GP Land Use: Residential Estate (0-2 DU/Ac)

Proposed Use: Geriatric multi-use living and care community. An aging-in-place themed facility with shared primary facilities, Independent Living, Assisted Living and Skilled Nursing Home components.

Primary Facility:
Main Floor Level Area: 32,300 sq. ft.
2nd Floor Level Area: 22,600 sq. ft.
Proposed Height: 2 - Stories

1st Floor (Skilled Nursing)
Unit Type: Room (Private / Semi Private)
Room Size: 250 - 350 sq. ft.
Total Rooms Proposed: 35

2nd Floor (Assisted Living)
Unit Type: Room (no Kitchen)
Room Size: 300 - 400 sq. ft.
Total Rooms Proposed: 35

Independent Living:
Unit Type: Apartment (w/ Kitchen)
Total Units Proposed: 32
Unit Size: 700 - 900 Sq. Ft.
Proposed Height: 2-Story

Dwelling Units Proposed: 32
Density: 6.6 DU/Ac

Proposed Zoning: PAD
Proposed Land Use: Residential Medium (5-8 DU/AC)

Parking:
City Required: 32 Units (1.5)= 48 Spaces Est. 105 Beds / 3= 35 Spaces
Total Required: 83 Spaces Total Provided: 83 Spaces

Legend
- Subject Site
- Fire Hydrant
- FDC
- Trash Enclosure

NORTH

NOT TO SCALE

PRELIMINARY - NOT FOR CONSTRUCTION - COPYRIGHT LVA URBAN DESIGN STUDIO, L.L.C.

Date.	07/28/11	Project No.	1110

LVA urban design studio
land planning • landscape architecture
120 south ash avenue • tempe, arizona 85281 • phone: 480.994.0994

RESOLUTION NO. 2012-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE MAP OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

WHEREAS, the General Plan heretofore adopted by the City of Peoria, Arizona provides for periodic review and amendment;

WHEREAS, the City of Peoria is required to follow the procedures of A.R.S. 9-461.06 in adopting any amendments to the General Plan; and

WHEREAS, the Peoria Planning and Zoning Commission, after due and proper notice as required by law, held a public hearing regarding amendment number GPA 11-0014, on November 17, 2011; and

WHEREAS, after such public hearing and consideration of GPA 11-0014, the Peoria Planning and Zoning Commission recommended adoption of GPA 11-0014 on November 17, 2011, a copy of which recommendation is on file with the City Clerk of the City of Peoria, Arizona, and which said case number GPA 11-0014 was transmitted to the Mayor and Council of the City of Peoria prior to the meeting of January 3, 2012; and

WHEREAS, after notice in the manner and form provided by law, a public hearing regarding case number GPA 11-0014 was held by the City Council on January 3, 2012, as required by A.R.S. 9-461.06; and

WHEREAS, after due and proper consideration of such GPA 11-0014, the Mayor and Council of the City of Peoria, Arizona have found that GPA 11-0014 will properly aid in the orderly growth and development of the City of Peoria, Arizona.

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

Section 1. Amendments to the Peoria General Plan

1. The City Council of the City of Peoria, Arizona, does hereby accept and adopt amendment number GPA 11-0014, amending the Land Use Map of the Peoria General Plan, for the area described in Exhibit A1-A2.

SECTION 2. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 3rd day of January, 2012.

_____
Bob Barrett, Mayor

Date Signed_____

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

EXHIBIT A1

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, FROM WHICH THE EAST QUARTER CORNER BEARS NORTH 00 DEGREES 15 MINUTES 48 SECONDS WEST, A DISTANCE OF 2639.63 FEET.

THENCE NORTH 00 DEGREES 15 MINUTES 48 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER SAID SECTION 8, A DISTANCE OF 1649.77 FEET;

THENCE NORTH 89 DEGREES 17 MINUTES 36 SECONDS WEST, A DISTANCE OF 90.59 FEET TO A POINT ON THE CENTERLINE OF LAKE PLESANT PARKWAY SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 17 MINUTES 36 SECONDS WEST, A DISTANCE OF 592.24 FEET;

THENCE NORTH 00 DEGREES 31 MINUTES 54 SECONDS WEST, A DISTANCE OF 330.03 FEET;

THENCE SOUTH 89 DEGREES 17 MINUTES 22 SECONDS EAST, A DISTANCE OF 673.93 FEET TO A POINT ON A CURVE OF THE CENTERLINE OF LAKE PLEASANT PARKWAY, SAID CURVE HAVING A RADUIS 1432.39 FEET AND A RADIAL BEARING OF NORTH 83 DEGREES 20 MINUTES 23 SECONDS WEST;

THENCE SOUTHEASTERLY ALONG THE CENTERLINE LINE LAKE PLEASANT PARKWAY ON AN ARC DISTANCE OF 339.01 FEET, THROUGH A CENTRAL ANGLE OF 13 DEGREES 33 MINUTES 38 SECONDS FEET TO A POINT ON A CURVE OF THE CENTERLINE OF LAKE PLEASANT PARKWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING.

TOGETHER WITH ANY PATENT EASEMENTS AS RECORDED IN DOCKET 3588, PAGE S 399-400 MARICOPA COUJNTY RECORDS, MARICOPA COUNTY ARIZONA

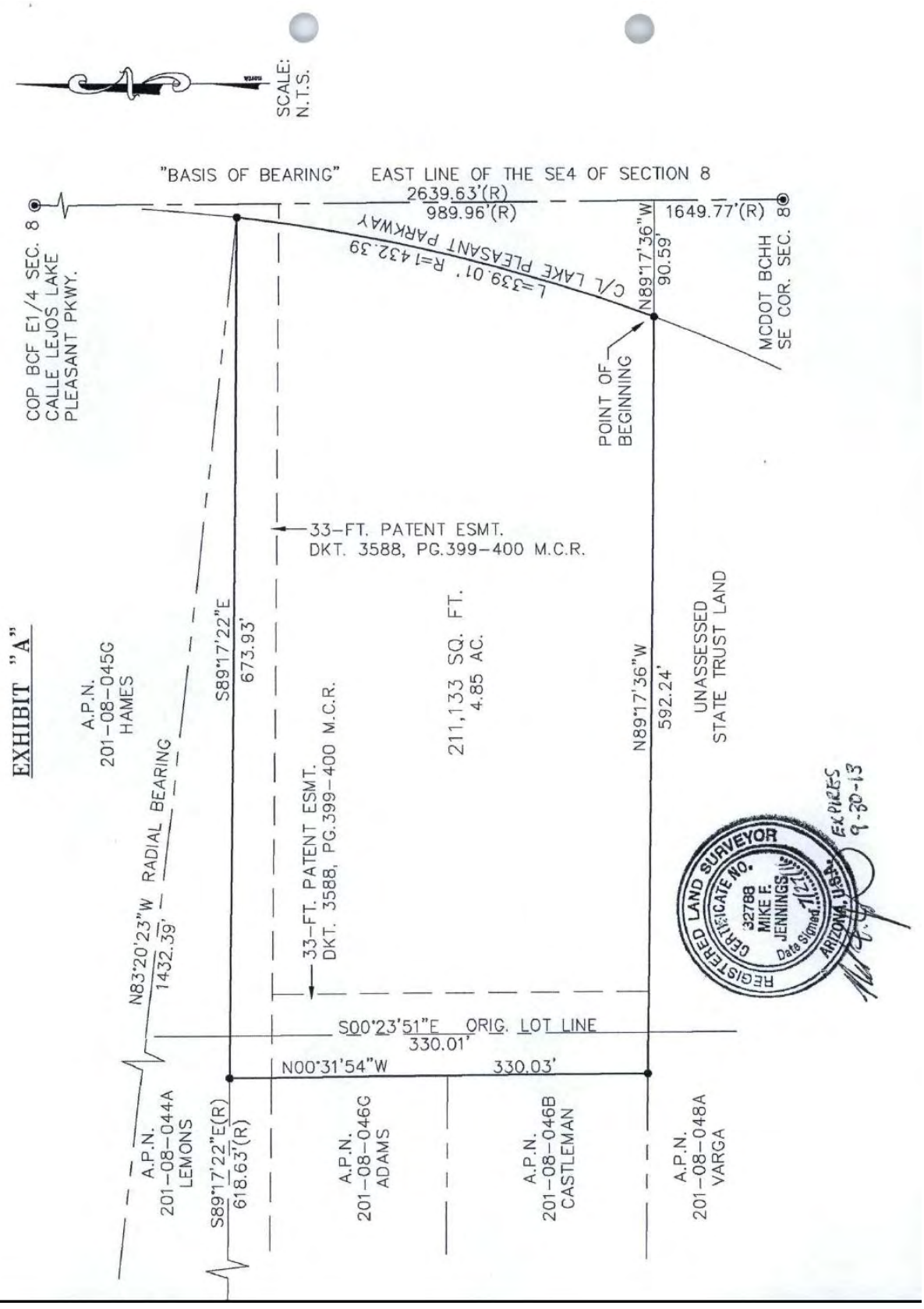
EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN PATENT.

SAID PARCEL COMPRISING AN AREA OF 211,133 SQ. FT. OR 4.85 ACRES.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32788
MIKE F.
JENNINGS
Date Signed 7/2/11
ARIZONA U.S.A.

EXPIRES
9-30-13

EXHIBIT A2


SCALE: N.T.S.
"BASIS OF BEARING"
EAST LINE OF THE SE4 OF SECTION 8
2639.63'(R)
989.96'(R)
1649.77'(R)
COP BCF E1/4 SEC. 8
CALLE LEJOS LAKE PLEASANT PKWY.
C/L LAKE PLEASANT PARKWAY
L=339.01' R=1432.39
N89°17'36"W
90.59'
MCDOT BCHH SE COR. SEC. 8
POINT OF BEGINNING
33-FT. PATENT ESMT.
DKT. 3588, PG.399-400 M.C.R.
EXHIBIT "A"
A.P.N. 201-08-045G HAMES
S89°17'22"E
673.93'
211,133 SQ. FT.
4.85 AC.
N89°17'36"W
592.24'
UNASSESSED STATE TRUST LAND
RADIAL BEARING
N83°20'23"W
1432.39'
33-FT. PATENT ESMT.
DKT. 3588, PG.399-400 M.C.R.
S00°23'51"E ORIG. LOT LINE
330.01'
N00°31'54"W
330.03'
A.P.N. 201-08-044A LEMONS
S89°17'22"E(R)
618.63'(R)
A.P.N. 201-08-046G ADAMS
A.P.N. 201-08-046B CASTLEMAN
A.P.N. 201-08-048A VARGA
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 32788
MIKE F. JENNINGS
Date Signed 7/27/11
ARIZONA, U.S.A.
EXPIRES 9-30-13

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11R

Date Prepared: November 22, 2011 **Council Meeting Date: January 3, 2012**

TO: Carl Swenson, City Manager

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

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

SUBJECT: Z11-0003 – Chateau Sous Le Soliel

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for the Rezoning of an approximately 4.8 acre property from Suburban Ranch (SR-43) to the Chateau Sous Le Soliel Planned Area Development (PAD) in order to allow the development of a Skilled Nursing and Assisted Living Facility with associated Independent Living Units.

Background/Summary:

The subject property is an approximately 4.8 gross acre property located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane. The western parcel (approximately 1.2 net acres) is undergoing annexation (case ANX11-0002) and initial zoning (case Z11-0009) with the support of the property owner. A concurrent request for a General Plan Amendment for this property (case GPA11-0014) is also underway to change the General Plan Land Use designation for the property from Residential/Estate (0-2 du/ac, Target: 1 du/ac) to Residential/Medium (5-8 du/ac, Target: 6 du/ac). The Annexation, Initial Zoning and General Plan Amendment cases are scheduled to come before City Council for approval at the same meeting (January 3, 2012) as this item and they will be placed before this Rezoning case on the Council Meeting agenda so that the outcomes of those public hearing items may be considered in deliberation of this case.

The proposed use is a Skilled Nursing and Assisted Living Facility with Independent Living Units, which will provide a mix of housing options for senior citizens. The conceptual plan for the facility consists of approximately 32 independent living residential units, 35 resident rooms for assisted living, and 35 resident rooms for skilled nursing. The project is designed with the concept of “aging in place” so that individuals may remain in the community as their care and medical needs change.

The Planned Area Development (PAD) standards have been carefully developed to fit into the context of the area, so that the use may serve as a buffer between the high-intensity corridor of

Lake Pleasant Parkway to the east and the large-lot single family residential properties to the west.

The Planning and Zoning Commission may recommend a waiver of the 10 acre minimum for PAD zoning, if the waiver is in the public interest and one or more of the following conditions exist:

- Unusual physical features of the property itself or of the surrounding area are such that development under the standard provisions of this Ordinance would not be appropriate in order to conserve a physical or terrain feature of importance to the neighborhood or community.
- The property is adjacent to or across the street or alley from property which has been developed under the provisions of this section and will contribute to the amenities of the area.
- The use of the P.A.D. concept will encourage the use of otherwise undevelopable property, particularly in the case of small undeveloped parcels surrounded or partially surrounded by developed property.
- The property is located within the Infill Incentive District.

At the November 17, 2011 Planning and Zoning Commission meeting, Commissioner Marr raised concerns that the property in question was too small for the proposed use, and indicated that he felt that the use should have to meet the 10 acre minimum size required for instituting PAD zoning.

Development of this property would be extremely limited under the current zoning district, given the conditions created by the site's immediate proximity to Lake Pleasant Parkway. The property is currently subjected to the impacts of traffic volume, speed, and noise. Future projections indicate an increase in traffic volumes, furthering the potential impacts to the property. The PAD concept encourages the development of the site in a manner that is compatible with adjacent residential uses and provide a buffer for them, while accommodating a use that is more suitable for a location on the Lake Pleasant Parkway frontage. The proposed use, Independent Living combined with Assisted Living and Skilled Nursing services, represents a unique use that is not easily suited to any of the existing zoning districts contained within the City of Peoria Zoning Ordinance. The PAD allows the development standards for this property to be tailored and limits the permitted uses to only the use proposed. Given the conditions as described, the Planning and Zoning Commission recommended (3-1) waiver of the 10 acre PAD minimum size requirement.

Neighboring property owners were very concerned that multi-family apartments or condominiums not be permitted on this property, however they supported the use as proposed. For comparison, the proposed use would also be permitted in the City's RM-1 multi-family zoning district, which allows apartments and condominiums. The PAD allows the

development framework for this property to be tailored to permit the use as proposed, while restricting other uses that would be permitted under the RM-1 zoning district but may not be appropriate for the site in question. The PAD will not permit traditional multi-family apartments or other multi-family uses. Only skilled nursing, assisted living, and independent living units associated with the skilled nursing/assisted living facility will be permitted. Without the alternative of the PAD zoning district, conventional zoning of the property would either exclude the favorable proposed use, or allow less suitable uses that are not welcomed by neighboring property owners and residents of the area.

Previous Actions:

On August 24, 2011, the applicant held a neighborhood meeting at the City of Peoria Pinnacle Peak Public Safety Facility.

A public hearing was held for this item at the November 17, 2011 Planning and Zoning Commission Meeting. At the same meeting, a public hearing was also held for the related General Plan Amendment case for the same property.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or
D: Continue action to a date certain or indefinitely; or
E: Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's November 17, 2011 recommendation (3-1) to approve Case Z11-0003.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, the applicant may move forward with the development process and submit an application for Site Plan approval.

Exhibit(s):

Exhibit 1: November 17, 2011 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 2: Draft Ordinance

Contact Name and Number: Melissa Sigmund, Planner, x 7603

REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 11-0003

DATE: November 17, 2011

AGENDA ITEM: 5R

Applicant: LVA Urban Design Studio

Request: Rezone an approximately 4.8 acre property from Suburban Ranch (SR-43) to a Planned Area Development (PAD) in order to allow the development of a Skilled Nursing and Assisted Living Facility with associated Independent Living Units.

Proposed Development: Chateau Sous Le Soleil: The conceptual development plan proposes a Skilled Nursing and Assisted Living Facility with associated Independent Living Units.

Location: The property is located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane. (Assessor's Parcel Numbers 201-08-047H and 201-08-047J

Site Acreage: 4.8 gross acres

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

Recommendation: **Recommend approval of case Z11-0003 to the City Council**

AREA CONTEXT

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Vacant**	**Residential/Estate (0-2 du/ac. Target 1 du/ac.)**	**Rural-43 (Maricopa County) / SR-43 Suburban Ranch**
North	Mariposa Grande Lane, then vacant	Residential/Estate (0-2 du/ac. Target 1 du/ac.)	SR-43 (Suburban Ranch)
South	Vacant (Partially bordered by Unincorporated Maricopa County property)	Residential/Estate (0-2 du/ac. Target 1 du/ac.)	SR-43 (Suburban Ranch)
East	Lake Pleasant Parkway, then vacant (Maricopa County Island)	Residential/Estate (0-2 du/ac. Target 1 du/ac.)	Rural-43 (Maricopa County)
West	Single Family Residential / vacant (Unincorporated Maricopa County)	Residential/Estate (0-2 du/ac. Target 1 du/ac.)	Rural-43 (Maricopa County)

Annexation and Case History

1. Records indicate that the eastern parcel (approximately 3.0 net acres) of this site was annexed into the City in 1989 as part of much larger annexation that covered more than six sections of land primarily located between Lone Mountain Road and Carefree Highway. An Initial zoning designation of General Agriculture (AG) was assigned through case Z90-10. A number of the property owners affected by the initial zoning case objected to the AG designation due to the minimum 5-acre parcel size, among other issues. As a result, 2,540 acres of the initial annexation case were later rezoned through case Z90-26 to SR-43 (Suburban Ranch), the current zoning designation of the property.

2. The western parcel (approximately 1.2 net acres) is currently undergoing annexation with the support of the property owner. The annexation case is scheduled to come before City Council for approval in January 2012.

PROJECT DESCRIPTION

Site and Project Details

3. The subject property is an approximately 4.8 gross acre property located at the southwest corner of Lake Pleasant Parkway and Mariposa Grande Lane. The site is a vacant, relatively flat property with a single drainage corridor along the eastern property boundary.

4. The applicant is requesting to rezone the property from Suburban Ranch (SR-43) to a Planned Area Development (PAD) in order to allow the development of a Skilled Nursing and Assisted Living Facility with associated Independent Living Units.

5. The project site is bounded by Mariposa Grande Lane to the north and Lake Pleasant Parkway to the east. There will be no access to the site directly from Lake Pleasant Parkway. Access to the site will be limited to one entrance off Mariposa Grande Lane which will be a right-in right-out only onto Lake Pleasant Parkway.

6. The proposed use is designed to provide a mix of several housing options for senior citizens. The use will consist of an independent living component, with approximately thirty-two (32) residential units, an assisted living component consisting of approximately thirty-five (35) resident rooms and a skilled nursing component consisting of approximately thirty-five (35) rooms. This residential community is designed to promote a concept of “aging in place” so that individuals may remain in the community as their care and medical needs change. The facility would provide a number of amenities for residents, both indoors and outdoors. This may include an indoor recreation hall, outdoor patio/lawn courtyard, reception parlor, and other similar amenities. Due to the targeted demographic, which values short walking distances and may have

physical limitations, many of the amenities are expected to be provided indoors, in contrast to typical multi-family complexes that may focus on outdoor recreation amenities.

7. The conceptual development plan shown in *Exhibit D –Conceptual Development Plan* indicates a two-story building with approximately 33,000 square feet on the first floor and an additional approximately 23,000 s.f on the second floor for the primary nursing/assisted living building. The main entrance to the building will be on its north side. There will be a row of parking parallel to Mariposa Grande Lane, as well as additional parking along the building. The conceptual development plan also identifies single story garages along the western and north boundaries of the site.

DISCUSSION AND ANALYSIS

8. The rezoning request does not conform to the existing General Plan Land Use designation of Estate Residential, hence the companion Minor General Plan Amendment request (Case GPA11-0014). In the aforementioned case, staff provided an analysis of the request (please refer to Staff Report). Staff recommended that the Planning & Zoning Commission issue a recommendation of approval to the Peoria City Council on the basis of the findings identified below:

   a. The proposal provides a transitional land use between the heavily traveled Lake Pleasant Parkway roadway corridor to the nearby large-lot residential land uses; and
   b. The amendment constitutes an overall improvement to the City's General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time; and
   c. That the amendment will better reflect the development needs of the area while accounting for the existing built environment; and
   d. The amendment is in conformance with the Goals, Objectives, and Policies of the Peoria General Plan; and
   e. That the amendment will not adversely impact the community as a whole or a portion of the community by:
      - Significantly altering acceptable existing land use patterns,
      - Requiring larger and more expensive improvements to roads, sewer or water systems than are needed to support the prevailing land uses and which, therefore, may impact development of other lands,
      - Adversely impacting existing uses because of increased traffic on existing systems, or
      - Affecting the livability of the area or the health and safety of the residents.

Land Use Compatibility

9. In the vicinity of the proposed site, Lake Pleasant Parkway is a major arterial roadway that handles over 24,000 average daily trips with a speed limit of 50 mph. The traffic high volumes and speeds make property fronting directly on Lake Pleasant Parkway less appropriate for large lot single family residential uses than other nearby properties without frontage on the roadway.

10. A skilled nursing/assisted living/independent living facility as proposed is compatible with the existing single family residential uses and will assist in providing a transitional land use, or buffer between Lake Pleasant Parkway and adjacent residential uses/residentially zoned properties to the west of the proposed site.

11. In the past several years, a number of properties adjacent to the Lake Pleasant Parkway corridor have been rezoned, or developed with non-residential uses in recognition of the corridor's character and intensity. To the north of the proposed site, the Candeo charter elementary school was constructed, while south of Pinnacle Peak Rd. the Wealth Management International PAD / office building has been approved and constructed east of Lake Pleasant Parkway across from the Pinnacle Peak Public Safety facility.

12. During the neighborhood meeting conducted by the applicant, property owners from the vicinity of the site provided feedback and comments on the proposed General Plan Amendment and Rezoning applications. In general, there was support for the proposed use. The concerns expressed are listed below, followed by a description of how the applicant has addressed the concern in italics.
    - Exclude apartments and condominiums.
      The associated PAD will limit Principal Permitted Uses to Skilled Nursing and Assisted Living Services and associated Independent Living Units.
    - Provide a fence surrounding the entire property.
      The Zoning Ordinance requires a solid wall (6 foot minimum height) between the proposed use and adjacent residentially zoned properties, which would be reviewed during the Site Plan application phase of the project development. Shorter 3 foot high screen walls or berms are then required between parking areas adjacent to street frontages.
    - Restrict the building heights to two stories.
      The proposed PAD development standards limit buildings to a maximum of two stories up to 30 feet in height.

Chateau Sous le Soleil PAD Standards

13. The applicant is seeking to rezone the site from SR-43, Suburban Ranch and Maricopa County Rural-43 (1 acre minimum) to develop a senior living facility with several levels of care available: skilled nursing, assisted living, and

independent living. This use would be permitted in the City's RM-1 multi-family zoning district. The PAD allows the development framework for the property to be tailored to permit the use as proposed, while restricting other uses that would be permitted under the RM-1 zoning district but may not be appropriate for the site in question. The PAD will not permit traditional multi-family apartments or other multi-family uses. Only skilled nursing, assisted living, and independent living units associated with the skilled nursing/assisted living facility will be permitted. Table 2 compares the development standards of the PAD with those of the City's RM-1 District for non-residential structures.

14. Table 2: Development Standards Comparison

DEVELOPMENT STANDARDS	**Chateau Sous Le Soleil PAD**	**RM-1 District**
Maximum Lot Coverage	**50%**	50%
Lake Pleasant Parkway Building Setback	**60 ft**	10 ft
Mariposa Grande Lane Building setback	**40 ft**	40 ft
West Property Line Building Setback	**40 ft**	25 ft
South Property Line Setback	**20 ft**	25 ft
Max Building Height [1] (ft)	**30 ft**	48 ft

[1] Provided that the minimum required side and rear setbacks shall be increased by three additional feet (3') for each one (1) foot by which the height of the structure exceeds thirty feet (30').

ACCESSORY STRUCTURES DEVELOPMENT STANDARDS	**Chateau Sous Le Soleil PAD**	**RM-1 District**
Lake Pleasant Parkway Building Setback	**60 ft**	20 ft
Mariposa Grande Lane Building Setback	**40 ft**	20 ft
West Property Line Building Setback	**30 ft**	10 ft
South Property Line Building Setback	**20 ft**	10 ft
Maximum Height	**20 ft**	20 ft

15. As illustrated in Table 2, the proposed PAD resembles the development standards of the RM-1 zoning district with several modifications, which generally increase the setback from residential zones. The relaxation of the setback from the residential zone to the south is offset by the decrease in the allowable height. This will minimize the impact on any adjacent future residential development and keep a more residential feel to the office development. The increase in the

setback along Lake Pleasant Parkway will allow for the accommodation of the drainage easement, as well as the Lake Pleasant landscape setback. The only setback that is less restrictive than the standards of the RM-1 Zoning District is for the south property line. In application, conceptual development plan illustrates the actual setback exceeding the 20 foot minimum through the orientation of the landscape buffer and drive aisle.

16. For all RM-1 residential districts that abut a single family residential district, a minimum 20 foot landscape buffer is required. The PAD is reducing the minimum buffer required to 10 feet. However, the buffer will be planted with plant material at a minimum density of 1 - 24" box trees and 5 – 5 gallon shrubs for every 20 linear feet of buffer area, creating a well-planted landscape area that exceeds the zoning ordinance planting density requirements for the area.

17. Due to the low levels of parking expected to be generated by this use, parking will be required as follows: 1 space per 3 beds for skilled nursing/assisted living, (consistent with the zoning ordinance) and 1 space per unit for independent living. Attached single car garages are proposed for each of the independent living units.

Desert Lands Conservation Ordinance Requirements

18. Article 14-22B-4.B of the Zoning Ordinance allows properties without conservation features to submit a statement and aerial photo to confirm the lack of features in lieu of the more extensive DLCO general submittal requirements for properties with conservation features. The applicant has submitted such materials, and Appendix C of the PAD Standards and Guidelines Report demonstrates the lack of conservation features.

19. Common open space will be provided for the project at a minimum rate of 200 square feet per Independent Living Unit, plus 100 square feet per Assisted Living/Skilled Nursing bedroom. The zoning ordinance prescribes common useable open space for multifamily uses at a rate of 150 square feet per bedroom; therefore, the requirements as proposed will provide a relatively comparable rate of open space. Conversely, assisted Living facilities located in commercially zoned properties have no requirements for useable open space.
Private open space (e.g. balconies or patios) will also be provided for the Independent Living Units at a minimum rate of 50 square feet per unit. In addition, a number of amenities will be provided indoors to supplement the exterior common open spaces on the site. The applicant has sought to provide sufficient open space, while maintaining the compact development form with short walking distances between buildings, thus accommodating residents with limited mobility.

20. All additional standards including screening, lighting, and signage will be per the provisions of the respective sections within the zoning ordinance.

Minimum PAD Size

21. Section 14-33-2 of the Zoning Ordinance requires Planned Area Developments to be no less than ten (10) gross acres in size. However, the Planning and Zoning Commission can recommend a waiver of the minimum acreage requirement if it is demonstrated that the waiver would be in the public interest, and that one or more of the following conditions exist.

    a. Unusual physical features of the property itself or of the surrounding area are such that development under the standard provisions of this Ordinance would not be appropriate in order to conserve a physical or terrain feature of importance to the neighborhood or community.

    Development of this property would be extremely limited under the current zoning district, given the conditions created by the site's immediate proximity to Lake Pleasant Parkway. The property is subjected to the impacts of traffic volume, speed, and noise current present. Future projections indicate an increase in traffic volumes, furthering the potential impacts to the property.

    b. The property is adjacent to or across the street or alley from property which has been developed under the provisions of this section and will contribute to the amenities of the area.

    The property is not adjacent or across the street or alley from another property developed as a PAD.

    c. The use of the P.A.D. concept will encourage the use of otherwise undevelopable property, particularly in the case of small undeveloped parcels surrounded or partially surrounded by developed property.

    Development of this property would be extremely limited under the current zoning district due to the impacts imposed by the site's proximity to Lake Pleasant Parkway. The PAD concept encourages the development of the site in a manner that is compatible with and will provide a buffer for adjacent residential uses while accommodating a use that is more suitable for a location on the Lake Pleasant Parkway frontage.

    d. The property is located within the Infill Incentive District.

    The project is not located within the Infill Incentive District. The City does not currently contain designated Infill Incentive Districts.

    The proposed use, Independent Living combined with Assisted Living and Skilled Nursing services, represents a unique use that is not easily suited to any of the existing zoning districts contained within the City of Peoria Zoning Ordinance.

The PAD allows the standards for this property to be tailored and limits the permitted uses to only the use proposed.

Citizen Participation Plan - Neighborhood Meeting

22. Section 14-39-8.E of the Peoria Zoning Ordinance requires the applicant of a rezoning request to hold at least one neighborhood meeting. The applicant notified property owners within 600 feet of the subject site. Accordingly, on August 24, 2011 the applicant held a neighborhood meeting at the City of Peoria Pinnacle Peak Public Safety Facility. As indicated in Exhibit G, four adjacent property owners attended the meeting and commented on the project. Property owner concerns from this meeting were previously discussed under the Land Use Compatibility section of this report.

Engineering Requirements

23. The Engineering Department had no specific review comments in conjunction with the rezoning request. There are specific conditions of approval that address sidewalk construction, Lake Pleasant Parkway improvement repayments, deceleration lane requirements and water line placement.

Fire Requirements

24. The Fire Department had no specific conditions of approval relative to this rezone request. However, with the subsequent Site Plan Review, the Fire Department will be evaluating compliance with the technical requirements including turnaround provisions, hydrant placement, and other issues.

Public Notice

25. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted on November 1, 2011 with a sign meeting the size and content requirements prescribed by the Planning Division.

Proposition 207

26. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

27. Based on the following findings:

- The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan.
- The PAD benefits the public interest by promoting a development framework that maximizes compatibility, provides appropriate land use transition and reduces the potential for conflict; and

- The use of a PAD for this proposal is in the public interest and the 10 acre minimum shall be waived; and
- The proposal will advance the City's goals and objectives by providing a mix of housing options; and
- The proposal provides a transitional land use between the heavily traveled Lake Pleasant Parkway roadway corridor to the nearby large-lot residential land uses.

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

Recommend approval to the City Council Case Z11-0003, subject to the following conditions:

1. The development shall substantially conform to the "Chateau Sous Le Soleil" Planned Area Development Standards and Guidelines Report, (case Z11-0003) dated 11/7/2011.
2. The applicant will be required to install and maintain all irrigation and landscape plant materials along the frontage of Lake Pleasant Parkway as well as any additional public improvement requirements.
3. The Developer shall submit a Preliminary Drainage Report with the Site Plan submittal.
4. All floodplains (FEMA designated or not) must be shown on the site plans and final plats.
5. No structure shall be constructed within the limits of any floodplain regardless of the designation by FEMA or not. Any modification to existing FEMA designated floodplain shall be pre-approved by FEMA via the CLOMR process through the City of Peoria Engineering Department. Any modification to any other floodplain shall be pre-approved by the City of Peoria Engineering Department.
6. Though the TIA meets the general intent of the City of Peoria's traffic impact analysis, the TIS is conditionally approved. The following need to be addressed for the final version of the TIA or the TIS as evaluated as part of the Site Plan review.
    - Indicate page numbers
    - In the trip distribution, Table 4, it is indicated that 70% of traffic is assumed to be from Lake Pleasant Parkway (East). Should it be South?
7. All construction activities within the State of Arizona must comply with the AZ Pollutant Discharge Elimination System (AZPDES) rules and regulations as a minimum standard, in addition to City-established criteria.
8. The Developer must have obtained City approval Traffic Impact Statement (TIS) prepared in accordance with the City's Traffic Impact Study Criteria prior to any site plan approvals.
9. The Developer shall dedicate the required right-of-way and construct full and half street improvements where necessary (Mariposa Grande) to serve this project as determined by the City Engineer.

10. The right-of-way dedications and roadway sections will be determined based on the City Standards that are in effect at the time of the site plan approval process.
11. 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.
12. Public water and sewer lines located outside of right-of-way shall be located in easements dedicated for that use and shall comply with the City's minimum requirements. Easements shall be dedicated at no cost to the City. The City at its own discretion may require such easements for public water and sewer lines to be located within designated roadway cross-sections and or tracts.
13. Preliminary findings indicate that the existing water and wastewater lines near the project boundaries can be extended to the project to serve the project. The extension of these lines is the responsibility of the developer.
14. The Development is responsible for payment of all current repayment zones. There is currently a repayment on Lake Pleasant Parkway for roadway, ROW, and waterline improvements. All repayments will be paid to the City by the developer prior to any permits being issued for the site. Responsible for repayment for Lake Pleasant Parkway - RZST0601 in the amount of $134,075.94.
15. Schools and/or churches shall be permitted with a subsequent amendment to this proposed Planned Area Development.

Attachments:

Exhibit A	Vicinity Map
Exhibit B	Zoning Map
Exhibit C	Land Use Map
Exhibit D	Conceptual Development Plan (for reference)
Exhibit E	Conceptual Elevations (for reference)
Exhibit F	Conceptual Perspective Illustration (for reference)
Exhibit G	Citizen Participation Report
Exhibit H	Chateau Sous le Soleil PAD

Prepared by: Melissa Sigmund
Planner

ORDINANCE NO 2012-03

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA REZONING CERTAIN PROPERTY FROM SUBURBAN RANCH (SR-43) TO THE CHATEAU SOUS LE SOLIEL PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on November 17, 2011 in zoning case Z11-0003 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 Suburban Ranch (SR-43) zoning district to the Chateau Sous Le Soliel Planned Area Development (PAD) 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 October 28, 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 Suburban Ranch (SR-43) zoning district to the Chateau Sous Le Soliel Planned Area Development (PAD) zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall substantially conform to the “Chateau Sous Le Soleil” Planned Area Development Standards and Guidelines Report, (case Z11-0003) dated 11/7/2011.
2. The applicant will be required to install and maintain all irrigation and landscape plant materials along the frontage of Lake Pleasant Parkway as well as any

additional public improvement requirements.

3. The Developer shall submit a Preliminary Drainage Report with the Site Plan submittal.
4. All floodplains (FEMA designated or not) must be shown on the site plans and final plats.
5. No structure shall be constructed within the limits of any floodplain regardless of the designation by FEMA or not. Any modification to existing FEMA designated floodplain shall be pre-approved by FEMA via the CLOMR process through the City of Peoria Engineering Department. Any modification to any other floodplain shall be pre-approved by the City of Peoria Engineering Department.
6. Though the TIA meets the general intent of the City of Peoria's traffic impact analysis, the TIS is conditionally approved. The following need to be addressed for the final version of the TIA or the TIS as evaluated as part of the Site Plan review.
    - Indicate page numbers
    - In the trip distribution, Table 4, it is indicated that 70% of traffic is assumed to be from Lake Pleasant Parkway (East). Should it be South?
7. All construction activities within the State of Arizona must comply with the AZ Pollutant Discharge Elimination System (AZPDES) rules and regulations as a minimum standard, in addition to City-established criteria.
8. The Developer must have obtained City approval Traffic Impact Statement (TIS) prepared in accordance with the City's Traffic Impact Study Criteria prior to any site plan approvals.
9. The Developer shall dedicate the required right-of-way and construct full and half street improvements where necessary (Mariposa Grande) to serve this project as determined by the City Engineer.
10. The right-of-way dedications and roadway sections will be determined based on the City Standards that are in effect at the time of the site plan approval process.
11. 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.
12. Public water and sewer lines located outside of right-of-way shall be located in easements dedicated for that use and shall comply with the City's minimum requirements. Easements shall be dedicated at no cost to the City. The City at its own discretion may require such easements for public water and sewer lines to be located within designated roadway cross-sections and or tracts.
13. Preliminary findings indicate that the existing water and wastewater lines near the project boundaries can be extended to the project to serve the project. The extension of these lines is the responsibility of the developer.
14. The Development is responsible for payment of all current repayment zones. There is currently a repayment on Lake Pleasant Parkway for roadway, ROW, and waterline improvements. All repayments will be paid to the City by the developer prior to any permits being issued for the site. Responsible for repayment for Lake Pleasant Parkway - RZST0601 in the amount of $134,075.94.
15. Schools and/or churches shall be permitted with a subsequent amendment to this proposed Planned Area Development.

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 3rd day of January, 2012.

_____
Bob Barrett, Mayor

_____
Date Signed

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Publication Dates: January 6 and January 13, 2012

Effective Date:

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, FROM WHICH THE EAST QUARTER CORNER BEARS NORTH 00 DEGREES 15 MINUTES 48 SECONDS WEST, A DISTANCE OF 2639.63 FEET.

THENCE NORTH 00 DEGREES 15 MINUTES 48 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER SAID SECTION 8, A DISTANCE OF 1649.77 FEET;

THENCE NORTH 89 DEGREES 17 MINUTES 36 SECONDS WEST, A DISTANCE OF 90.59 FEET TO A POINT ON THE CENTERLINE OF LAKE PLESANT PARKWAY SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 17 MINUTES 36 SECONDS WEST, A DISTANCE OF 592.24 FEET;

THENCE NORTH 00 DEGREES 31 MINUTES 54 SECONDS WEST, A DISTANCE OF 330.03 FEET;

THENCE SOUTH 89 DEGREES 17 MINUTES 22 SECONDS EAST, A DISTANCE OF 673.93 FEET TO A POINT ON A CURVE OF THE CENTERLINE OF LAKE PLEASANT PARKWAY, SAID CURVE HAVING A RADUIS 1432.39 FEET AND A RADIAL BEARING OF NORTH 83 DEGREES 20 MINUTES 23 SECONDS WEST;

THENCE SOUTHEASTERLY ALONG THE CENTERLINE LINE LAKE PLEASANT PARKWAY ON AN ARC DISTANCE OF 339.01 FEET, THROUGH A CENTRAL ANGLE OF 13 DEGREES 33 MINUTES 38 SECONDS FEET TO A POINT ON A CURVE OF THE CENTERLINE OF LAKE PLEASANT PARKWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING.

TOGETHER WITH ANY PATENT EASEMENTS AS RECORDED IN DOCKET 3588, PAGE S 399-400 MARICOPA COUJNTY RECORDS, MARICOPA COUNTY ARIZONA

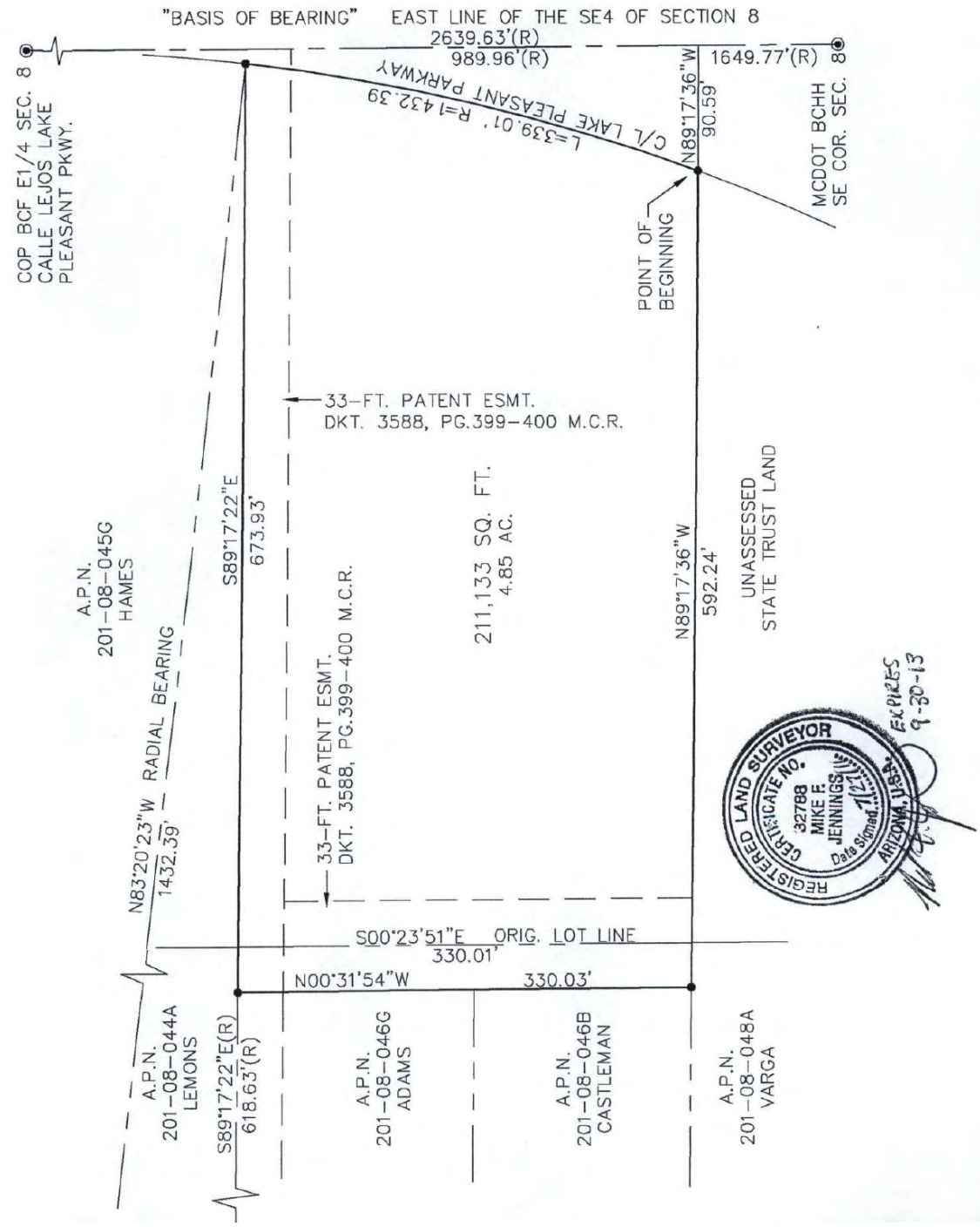
EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN PATENT.

SAID PARCEL COMPRISING AN AREA OF 211,133 SQ. FT. OR 4.85 ACRES.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32788
MIKE F.
JENNINGS
Date Signed 7/2/11
ARIZONA U.S.A.

EXPIRES
9-30-13

Exhibit B
Map



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12R

Date Prepared: December 15, 2011

Council Meeting Date: January 3, 2012

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Intergovernmental Agreement for Landfill Disposal Services between the City of Peoria and the City of Glendale

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Purpose:
Discussion and possible action to approve an Intergovernmental Agreement between the City of Peoria and the City of Glendale for Landfill Disposal Services.

Background/Summary:
The City of Peoria's Solid Waste program provides service to 48,000 households. The City of Peoria currently has an agreement with the City of Phoenix for the sale of recycled materials and a contract with Waste Management for the disposal of trash. The IGA with the City of Phoenix is due for renewal and Phoenix has offered Peoria higher revenue for recycled materials based on current market prices. Waste Management is also interested in receiving Peoria's recyclables at its new facility. In addition, the City of Glendale has offered to provide Peoria and its residents access to the Glendale landfill. Glendale does not accept glass at their recycling facility and would not be able to accept co-mingled recycled materials from Peoria.

Staff believes, in the long term, that it is most beneficial to the City of Peoria to enter into agreements with all three entities. This will provide flexibility for the City in programming its operations. Access to two recycling locations will allow greater flexibility in routing collection and efficient delivery to a Materials Recovery Facility. The City of Glendale offers an alternate location to dispose of solid waste. The addition of this option will assist with routing efficiencies for the southern area of Peoria and may be used for late-day loads at a location which is closer to the Municipal Operations Center. The Glendale agreement also permits Peoria residents to use the Glendale Municipal Landfill (located at 11480 West Glendale Avenue) for bulk trash disposal. All three agreements have been forwarded to City Council for consideration on the same agenda as separate items.

Glendale Intergovernmental Agreement
The City of Glendale's landfill tipping rates are slightly higher than those of Waste Management (WM). However, the distance from the Municipal Operations Center will have cost per mile savings and afford our residents an additional bulky item disposal location.

A. The Tipping Fee for disposal services for between 1 to 29,999 Tons of waste at the Glendale Facility shall be as follows:

Tipping Fee 1-29,999 Tons	**Effective Date(s)**
$25.00	January 1, 2011 through June 30, 2012
$26.50	July 1, 2012 through June 30, 2013
$28.00	July 1, 2013 through June 30, 2014

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

B. The Tipping Fee for disposal services for between 30,000 to 49,999 Tons of waste at the Glendale Facility shall be as follows:

Tipping Fee 30,000-49,999 Tons	**Effective Date(s)**
$21.50	January 1, 2011 through June 30, 2012
$23.00	July 1, 2012 through June 30, 2013
$24.50	July 1, 2013 through June 30, 2014

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

Peoria residents will have access to the Glendale Landfill. They will be charged for self-hauled loads at the rates listed above. Waste tires will also be accepted for a handling fee of $3.00 per tire. The tires must be from passenger vehicles or small non-commercial trucks, and shall not contain rims. Off-road vehicle tires will not be accepted. Peoria residents will be limited to the delivery of five waste tires every 90 calendar days.

The term of this Agreement shall begin on the effective date of January 1, 2012, and shall continue thereafter until June 30, 2014. This Agreement may be extended on terms and conditions acceptable to both Glendale and Peoria for two additional periods of three years each, unles terminated under the terms of this agreement.

Proposed Phoenix Intergovernmental Agreement

Peoria has utilized the Phoenix MRF since the implementation of curbside recycling. This was based on an IGA with Phoenix which was approved on October 2, 2007 (LCON07907). The initial term of the agreement was for a period of 28 months ending January 31st, 2010 with provision for two, one-year extensions. This proposed new agreement will replace the previous agreement. The initial term of this Agreement shall be for a period 36 months beginning on February 01, 2012 and ending on January 31, 2015. This Agreement may be renewed in one (1) year increments for a total of two (2) renewal years. The improved market value of recycled materials will result in higher prices paid to Peoria under this agreement. The new rates summarized in the following chart:

Monthly Facility Blended Rate	City of Peoria Revenue Percentage	
(Did not change)	Existing %	Proposed/New
$120 or less	9.0%	15.0 %
$120.01 to $150	13%	18.5%
$150.01 to $180	15.5%	21.5%
$180.01 and up	15.5%	23.5%

The Blended Rate is the average sales price per ton for all material sorted and sold at the North Gateway MRF during a calendar month. A volume incentive of 2% will be added to the City of Peoria Revenue Percentage in the table above when total monthly tonnage exceeds 1,000 tons/month.

Phoenix's Acceptance On an annual basis, Phoenix will accept up to 20,000 tons of recyclable materials from Peoria at the North Gateway MRF as part of the Phoenix Recycles program during it Hours and Days of Operation. Peoria will be able to deliver Recyclables to the North Gateway MRF at any time it is open to accept material, and may bring recyclables on other days as approved in advance by Phoenix.

Proposed Waste Management Agreement

The terms of the proposed Waste Management agreement are included for reference.
The agreement between the City of Peoria and Waste Management of Arizona includes both Solid Waste Disposal and Processing Recyclable Materials. The City of Peoria and Waste Management of Arizona entered into a previous agreement for Solid Waste Disposal on July 01, 2002 (LCON04002). The original agreement did not include Processing Recyclable Materials. The previous agreement will be terminated and replaced by this new agreement. Waste Management will accept solid waste at their Northwest Regional Landfill and at their Deer Valley Transfer Station. The tipping fees are summarized as follows:

Solid Waste

Deer Valley Transfer Station: $23.06 +$1.22 (Fuel Surcharge)
Northwest Regional Landfill: $18.39

Sewerage Sludge

Deer Valley Transfer Station: $23.06 +$1.22 (Fuel Surcharge)
Northwest Regional Landfill: $17.39

The agreement includes a biannual (every two years) adjustment increase based on the Consumer Price Index (Urban Western Users) and an annual fuel charge adjustment. The base rate and fuel charge are expected to increase on July 1, 2012.

Waste Management will accept recycled materials at their Northwest Regional Landfill and at their Deer Valley Transfer Station. The value of recycled materials is based on the "Blended Rate" The Blended Rate is the average sales price per ton for all material sorted and sold at the MRF during a month. Waste Management's recycling payments to Peoria will be based on the following chart:

Blended Rate	Recycling Rebate percentage
$120 or less	14%
$120.01 to $130	18.5%
$130.01 to $150	23.5%
$150.01 to $180	27.5%
$180.01 and up	29.5%

Waste Management will pay Peoria an additional $10.00 per ton for recycled materials which are delivered directly to the Northwest Regional Landfill, as opposed to Deer Valley Transfer Station.

The term of this Agreement shall begin on the effective date of January 4, 2012, and shall continue for five years thereafter until January 4, 2017. This Agreement may be extended on terms and conditions acceptable to both Waste Management and Peoria for one additional five year period, unless terminated under the terms of this agreement.

Previous Actions:

The City of Peoria and Waste Management of Arizona entered into a previous agreement for Solid Waste Disposal on July 01, 2002 (LCON04002).

The Peoria City Council approved an IGA with Phoenix on October 2, 2007 (LCON07907) to utilize the City of Phoenix MRF to process recycling materials.

Options:

A: Council could act to approve the proposed Intergovernmental Agreement between the City of Peoria and the City of Glendale for Landfill Disposal Services.

B: Council could decline to approve the proposed Intergovernmental Agreement between the City of Peoria and the City of Glendale Landfill Disposal Services, and direct staff to negotiate a contract with an alternative landfill facility.

Staff's Recommendation:
Staff recommends that the Mayor and City Council approve the new IGA with the City of Glendale for Landfill Disposal Services.

Fiscal Analysis:
The proposed IGA with the City of Glendale will allow Peoria to adapt Solid Waste routes to dispose of materials at the most convenient and cost effective location. This will enable the City of Peoria to continue to efficiently deliver Solid Waste Services.

Narrative:
The Solid Waste Division continues to evaluate operational efficiencies and has been successful at reducing costs. This new IGA between the City of Peoria and the City of Glendale will compliment the agreement with the City of Phoenix and with Waste Management. The combination of these agreements is beneficial to the City of Peoria and provides for maximum flexibility. These agreements allow Peoria to adapt Solid Waste routes to dispose of materials at the most convenient and cost effective location.

Exhibit(s) :

Exhibit 1: Intergovernmental Agreement between the City Of Peoria and the City of Glendale for Landfill Disposal Services.

Exhibit 2: Landfill Tipping Fee and Recycling Revenue Comparison and Summary

Contact Name and Number:
William Mattingly, Public Works – Utilities Director, 623-773-5151

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PEORIA
AND
THE CITY OF GLENDALE FOR
LANDFILL DISPOSAL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR LANDFILL DISPOSAL SERVICES (this "Agreement") is made and entered into _____, 2011, between the City of Peoria, an Arizona municipal corporation ("Peoria") and the City of Glendale, an Arizona municipal corporation ("Glendale"). Peoria and Glendale are referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. Peoria and Glendale intend to enter into this Intergovernmental Agreement for Landfill Disposal Services. Peoria and Glendale are authorized and empowered by provisions of their respective city charters and Arizona Revised Statutes § 11-952 to enter into this Agreement.

B. Peoria and Glendale find it mutually beneficial for Glendale to provide landfill disposal services to Peoria.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Peoria and Glendale hereby agree as follows:

1. Definitions.

The capitalized terms contained in this Agreement and not otherwise defined shall have the meanings set forth below:

"Acceptable Waste" means household solid waste collected by the Parties in their respective service areas for disposal in the Landfill that is normally generated by business, industrial, and commercial establishments, which consists of (i) household wastes; (ii) commercial waste (originating from entities such as restaurants, stores, markets, theaters, hotels, and warehouses); (iii) institutional waste material originating in schools, hospitals, research institutions, and public buildings; (iv) small amounts of remodeling, demolition, roofing materials and other construction debris; (v) water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility, as defined below); and (vi) friable and non-friable asbestos containing waste material;. Acceptable Waste does not include any Hazardous Waste, Special Waste, Medical Waste, including "red bags," or Unacceptable Waste, as defined herein, or any other waste not normally accepted at the Facility, as such term is defined below.

"Applicable Laws, Rules, and Regulations" means the laws, statutes, regulations and rules enacted by the federal government or any agency thereof, the state or any political subdivision thereof, affecting the permitting, operation or use of the Facility (as defined below), as such laws, statutes, regulations and rules are now in effect or as adopted subsequently.

"Contract Year" means one fiscal year period of July 1 through June 30.

"Dollars" means United States dollars.

"Facility" means the Glendale Municipal Landfill located at 11480 West Glendale Avenue, Glendale, Arizona.

"Fiscal Year" means the City of Glendale's calendar for a fiscal year, currently July 1 through June 30.

"Force Majeure" means any act, event, or condition having a direct, material, adverse effect on the ability of the Facility to accept or dispose of Acceptable Waste, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include, but shall not be limited to, the following:

A. An act of God, lightning, earthquake, fire, severe weather conditions, epidemic, landslide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot, disturbance, labor strike or interruption, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, condemnation or other taking by the action of any governmental body on behalf of any public, quasi-public or private entity.

B. The order, judgment, action, or determination of any court, administrative agency, or governmental body: (1) that adversely affects the (a) operation of the Facility, (b) the right or ability for the Facility to accept Acceptable Waste by road or (c) the right or ability of the Facility to dispose of the Acceptable Waste; or (2) resulting in the suspension, termination, interruption, denial or failure of renewal of issuance of any permit, license, consent, authorization, or approval necessary to the operation of the Facility, or acceptance, processing, transportation, or disposal of Acceptable Waste; unless, it is shown that such order or judgment is the result of the grossly negligent, willful, or intentional action or inaction of the Party relying thereon or is the result of grossly negligent or willful violation of Applicable Laws, Rules and Regulations, as replaced or amended, and provided further that the contesting in good faith of any such order or judgment shall not constitute or be construed as a grossly negligent, willful or intentional action or inaction of such Party.

C. The denial of an application, failure to issue, or suspension, termination, or interruption in the issuance or renewal of any permit if such denial, suspension,

termination, interruption, or failure is not also the result of a wrongful or negligent act or omission or a lack of reasonable diligence of the Party relying thereon; provided that, the contesting in good faith or the failure in good faith to contest any such denial, suspension, termination, interruption, imposition or failure shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence.

D. The failure of any subcontractor or supplier to furnish services, materials or equipment on the dates agreed to if such failure is caused by a Force Majeure, if and to the extent, and only so long as Glendale is not reasonably able, after using its best efforts, to obtain substitute services, materials or equipment.

"Gate Rate" means the tipping fee for Acceptable Waste charged to a non-contract vehicle using the Landfill. The Gate Rate shall include any applicable taxes, fees, or levies, as replaced or amended, that the Landfill is required to pay for waste delivered to and accepted at the Landfill.

"Hard to Handle Waste" means waste requiring special handling such as the burial in an area away from the main working face of the Landfill, the breaking up of large materials as mobile homes or pieces of concrete, spools of wire and Hot Loads (as defined below).

"Hazardous Waste" means (A) any material or substance which, by reason of its composition or characteristics, is (1) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. Section 6901 *et seq*., as replaced or amended, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced or amended, or any laws of similar purpose or effect, and any rules, regulation, or policies thereunder, or (2) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (B) other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for transfer through, transportation by, or disposal from or to the Facilities; and (C) any material which would result in process residue being hazardous waste under (A) and (B) above.

"Hot Load" means any load of materials delivered to the Facility that is emitting smoke, fire or fumes, or may be in imminent danger of fire or explosion.

"Medical Waste" means any material or substance that, by reason of its composition or characteristics, is medical waste as defined by the Arizona Department of Environmental Quality.

"Special Waste" means any waste that is defined as a Special Waste under or pursuant to Arizona Revised Statutes § 49-851 *et seq*., federal, or local laws or regulations, as replaced or amended.

"Tipping Fee" shall mean the total rate charged and adjusted by Glendale for disposal by Peoria at the Facility, as more fully set forth in Section 3.3 of this Agreement. The Tipping Fee shall include any applicable taxes, fees, or levies, as replaced or amended, that the Facility is required to pay for waste delivered to and accepted by the Facility.

"Ton" means two thousand (2,000) U.S. pounds.

"Unacceptable Waste" means that portion of solid waste that may not be disposed of at the Facility, such as, but not limited to: (A) explosives, radioactive materials, medical waste or infectious waste, tires (excluding tires delivered by Peoria residents as per Section 2.2 b), residential cesspool waste, sewage, and sludge; (B) motor vehicles, including major motor vehicle parts, and agricultural and farm machinery and equipment; (C) used oil; (D) materials that, in the reasonable judgment of Peoria and Glendale may present a risk to health or to safety, or has a reasonable possibility of adversely affecting the operation of the Facility such as Hot Loads; or (E) waste not authorized for disposal at any Facility by those entities having jurisdiction over any waste, the disposal of which would constitute a violation of any governmental requirement pertaining to the environment, health or safety. Unacceptable Waste also includes any waste that is now or hereafter defined by federal/state law or by the disposal jurisdiction as radioactive waste, Medical Waste including "red bags," Special Waste, or Hazardous Waste.

2. Delivery of Acceptable Waste.

2.1 Acceptable Waste Delivered.

A. Peoria shall use its reasonable best efforts to ensure that all materials delivered to the Facility shall constitute only Acceptable Waste. Glendale shall have the right to refuse to accept Unacceptable Waste at the Facility. Peoria will be charged the fees established in Section 3.3 below.

B. Peoria residents will be charged the established rate in section 3.3. below for Acceptable Waste delivered in self-hauled loads to the Facility for disposal. All appliances containing Freon will be assessed a separate fee to cover the cost the Facility incurs for Freon removal. The fee is subject to change at any time to reflect the market cost of Freon removal.

C. Waste tires delivered by Peoria residents will be accepted and assessed a waste tire handling fee of $3.00 per tire in addition to the Tipping Fee. The tires must be from passenger vehicles or small non-commercial trucks, and shall not contain rims. Off-road vehicle tires will not be accepted. Peoria residents will be limited to the delivery of five waste tires every 90 calendar days. This waste tire handling fee is subject to change at any time to reflect the Facility cost of handling.

D. Peoria and Glendale recognize that even though certain solid waste would constitute Acceptable Waste, it can be of such a quantity or character as to require special handling for disposal (Hard to Handle Waste). In the event Glendale identifies Acceptable Waste as Hard to Handle Waste, it shall notify Peoria of any additional charges related to disposal of same prior to disposal.

E. Peoria and Glendale recognize that although waste tires with or without rims constitute Unacceptable Waste, they may on occasion be mixed with

Acceptable Waste without Peoria's knowledge or intent. In such event, waste tires will be handled by the Facility. However, should the receipt of such unacceptable waste tires become an unreasonable burden on the Facility, both parties agree to make a reasonable effort to resolve the problem. Waste tires delivered by Peoria residents, as discussed above, are not included as Unacceptable Waste.

2.2 Weighing of Acceptable Waste.

A. Each vehicle delivering Acceptable Waste shall have a vehicle identification number permanently indicated and conspicuously displayed on the exterior of the vehicle, which is readily visible by the weigh scale operators. Peoria shall provide a certified tare weight for each such identified vehicle. All incoming Acceptable Waste shall be weighed and recorded. From time to time, the Parties may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. Peoria, at no extra cost, shall have the right to monitor the weighing of all vehicles delivering Acceptable Waste to the Facility.

B. Glendale shall maintain the weighing devices at the Facility for the purpose of providing its services hereunder. Glendale shall test and recalibrate the scales at least once each quarter, or more often if necessary or if required by the Arizona Department of Weights and Measures. Calibration records shall be available for inspection by Peoria.

C. In the event the scales become temporarily inoperable due to testing or malfunction, Glendale shall estimate the weight of Acceptable Waste delivered to the Facility on the basis of truck volume and historical data obtained through operation of the Facility. These estimates shall serve as official records for the duration of the scale outage. Glendale shall use its best efforts to ensure that no such period of inoperability exists for more than five consecutive days, and in the aggregate not more than 15 days in any 30-day period.

D. To expedite turnaround time at Facility, Peoria will use the automated, unattended scale system (commonly referred to as the Radio Frequency or RF Scale). Glendale will provide Peoria with a summary of all transactions on a monthly basis as specified in Section 3.1. Information on specific transactions or a daily report will be generated upon request.

2.3 Vehicle Turnaround Time. Each and every vehicle delivering Acceptable Waste to the Facility shall be able to enter the Facility, unload and exit the Facility within a period of not longer than 20 minutes, with the understanding that bad weather conditions, such as heavy rain, may cause delays beyond the control of the Facility. The average period of not longer than 20 minutes is based on the use of the unattended scale system and an average period of not longer than 8 minutes

to unload the Peoria vehicles. Glendale shall provide experienced staff at the Facility to direct incoming drivers.

2.4. Delivery Vehicles. Acceptable Waste may be delivered to the Facility in a variety of vehicles including, but not limited to, side-loading collection trucks, rear-loading collection trucks, front-loading collection trucks, tractor-trailer vehicles, open top and closed roll-off containers, compactors, and other open or closed vehicles. The Facility shall be equipped to receive all vehicles that are lawfully used to transport Acceptable Waste.

2.5 Hot Loads. In the event that a Peoria vehicle dumps a Hot Load, Peoria agrees to pay the reasonable costs incurred by Glendale for the handling of that Hot Load, including costs related to response by public safety personnel as well as cleanup and disposal costs related to the material.

2.6 Procedure for Handling Unacceptable Waste. Unacceptable Waste detected before it is tipped at the Facility disposal area shall not be unloaded from the delivery vehicle. If Unacceptable Waste is detected after it has been unloaded, Glendale shall promptly set aside or isolate the material. Glendale will notify Peoria and provide Peoria with an opportunity to either remove the Unacceptable Waste within eight (8) working hours (provided the waste material does not pose an immediate danger) or instruct Glendale to contract for the removal of the material and invoice Peoria for the removal cost.

3. Statements, Records, and Auditing.

3.1 Monthly Reports, Weight Tickets, and Monthly Reconciliation.

A. Glendale shall deliver to Peoria within ten working days after the end of the month, an electronic monthly report that shall specify the number of tons of waste received during the previous month. The report will provide a summary of the previous month's weight tickets for all waste received each day at the Facility, including transaction number, truck number, date, time, material type, net tons and total fee. Because the unattended scale system will be used by Peoria vehicles, weight tickets will be provided to drivers only upon request.

B. Any weight that has been determined by estimate as described in Section 2.2(C) above shall be noted on all records of such weight.

C. Peoria shall review each monthly report and/or billing statement and pay the fee required for tonnage delivered to the Facility during that month. Peoria will further pay for any additional tonnage based on the established rate in Section 3.3 below. Payment shall be received or remitted in accordance with Glendale remittance terms, which currently is-prior to the last business day of the month. These remittance terms may change to align with any change in business practices. Glendale must notify Peoria in writing regarding any changes to the remittance terms, and any changes

will not take effect until at least 90 days after the notice is provided in a manner consistent with Section 13.11 of this Agreement.

3.2 Recordkeeping, Accounting and Auditing.

A. Glendale shall keep and maintain complete and detailed records related to the delivery of Acceptable Waste and Unacceptable Waste and records providing the basis for the invoicing requirements under this Section including (1) tonnage of Acceptable Waste delivered by Peoria to the Facility and (2) quantities of Unacceptable Waste and the disposition of such material including the character of the waste, the date, time, and vehicle identification of each vehicle. Glendale shall further keep and maintain accurate and complete accounting records and vouchers evidencing all costs, receipts, payments and any other matter of accounting associated with their performance under this Agreement in accordance with generally accepted accounting principles.

B. Peoria, or its audit representative, shall have the right at any reasonable time to inspect, copy and audit the records, accounting records, vouchers, and any source documents which serve as the basis for charges for Acceptable Waste tonnage (the "Accounting Records"). The Accounting Records shall be available for inspection and audit for a period of three years following the termination of this Agreement, or seven years from the date such Accounting Records were first created, whichever comes first.

3.3 Tipping Fees.

A. The Tipping Fee for disposal services of 1-29,999 Tons of waste at the Facility shall be as follows:

Tipping Fee 1-29,999 Tons	**Effective Date(s)**
25.00	January 1, 2011 through June 30, 2012
26.50	July 1, 2012 through June 30, 2013
28.00	July 1, 2013 through June 30, 2014

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

B. The Tipping Fee for disposal services of 30,000-49,999 Tons of waste at the Facility shall be as follows:

Tipping Fee 30,000-49,999 Tons	**Effective Date(s)**
21.50	January 1, 2011 through June 30, 2012
23.00	July 1, 2012 through June 30, 2013
24.50	July 1, 2013 through June 30, 2014

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

C. Tonnage will be tracked as trucks pass through the scale and charged the appropriate Tipping Fee per tonnage category up to 29,999 tons as outlined in Section 3.3.A. above. Once Peoria delivers 30,000 tons or more of waste, Glendale will administratively issue a credit for the tonnage below 30,000 tons. Moving forward for any tonnage over 29,999 tons, the appropriate tipping fee per tonnage category of 30,000 to 49,999 tons as outlined in Section 3.3.B. above will be charged.

D. As provided in Section 4.1 of this Agreement, the Tipping Fee shall be reviewed prior to extension of the term of this Agreement as set forth in Section 4.1 below. The fee review will be conducted no later than January 1, 2014 with Tipping Fee adjustments completed and effective July 1, 2014.

E. The Tipping Fee may be adjusted at any time to reflect any adjustments of, changes to, or additions to Federal, State, or County taxes, fees, or levies for waste accepted at the Facility.

F. Water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility), shall be deposited at the Tipping Fee established for Peoria per this Agreement. The sample analysis shall be conducted every six months.

G. All appliances containing Freon and delivered by Peoria collection vehicles will be assessed a separate fee, in addition to the Tipping Fee, to cover the cost the Facility incurs for Freon removal. This fee is subject to change at any time to reflect the market cost of Freon removal.

H. A Hard to Handle Waste fee of $131.25 per ton will be charged for Hard to Handle Waste as defined in Section 1. This fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

4. Term and Termination.

4.1 Term of Agreement. The term of this Agreement shall begin on the effective date of January 1, 2012, and shall continue thereafter until June 30, 2014. This Agreement may be extended on terms and conditions acceptable to both Glendale and Peoria for two additional periods of three years each, unless terminated pursuant to Section 4.2 below.

4.2 Termination.

A. Notwithstanding the provisions of Section 4.1 above, Peoria may terminate this Agreement without cause at the end of any Contract Year

upon prior written notice to Glendale. Such written notice must be received no later than April 1 of the then-current Contract Year and termination will be effective midnight on June 30 of the then-current Contract Year.

B. Glendale may terminate this Agreement, at any time, with 180 calendar days written notice to Peoria. There shall be no payment associated with the termination of this Agreement by Glendale.

C. This Agreement is subject to the provisions of Arizona Revised Statutes § 38-511, as replaced or amended, and may be canceled, without penalty or further obligation, by either Party if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

5. General Obligations.

5.1 Operation and Maintenance of the Facility. Glendale shall operate and maintain the Facility in a manner that is consistent with its obligations under this Agreement and is consistent with all Applicable Laws, Rules, and Regulations, as replaced or amended.

5.2 Laws and Regulations. Glendale shall, in the operation of the Facility and the performance of its obligations under this Agreement, comply with any and all Applicable Laws, Rules, and Regulations, as replaced or amended, during the term of this Agreement, which are applicable to the Parties, their respective employees, agents, or subcontractors, if any.

6. Facility Operations.

6.1 Hours and Days of Operation. The Facility must be operational to receive Acceptable Waste from 7:30 a.m. to 4:00 p.m., Monday through Friday, and on Saturday from 7:00 a.m. to 3:00 p.m., excluding City of Glendale holidays. Alternative holiday schedules may be established by mutual agreement of the Parties.

6.2 Right to Inspect. Peoria shall have the right to enter and inspect the Facility to observe operations during operating hours as long as: (A) such visits are conducted in a manner that does not cause unreasonable interference with operations; and (B) any person conducting such visits (1) complies with safety rules and regulations and (2) is escorted by a designated Facility employee.

7. Unacceptable Waste.

7.1 Discovery of Unacceptable Waste. If Glendale discovers Unacceptable Waste or waste that is suspects is Unacceptable Waste received from Peoria, Glendale shall:

A. Isolate, remove and set aside that portion of the load which it determines is or may be Unacceptable Waste.

B. Notify Peoria of the discovery of Unacceptable Waste within one hour of that discovery, unless that discovery occurs after 4:00 p.m., in which event notification shall be given by 9:00 a.m. of the next business day.

C. Gather, preserve, maintain and make available to Peoria all evidence demonstrating that the Unacceptable Waste was delivered by Peoria.

D. Test or arrange to have tested the suspected Unacceptable Waste to ascertain whether that waste is Unacceptable Waste.

E. Allow Peoria to (1) inspect such Unacceptable Waste within eight hours of notice to Peoria of the existence of such waste and (2) test the waste and examine all other evidence gathered by Glendale within seventy-two hours after the discovery of such waste. For purposes of any inspection conducted, Peoria shall have access to the Facility and/or any other site at which Unacceptable Waste is located, subject to the conditions set forth in Section 6.2 above.

7.2 Rejection of Unacceptable Waste. Glendale shall have the right to reject Unacceptable Waste after the load is unloaded at the Facility by giving notice to Peoria as set forth in Subsection 7.1(B) above. Unacceptable Waste shall be deemed accepted if not rejected.

7.3 Disposal of Unacceptable Waste. If Unacceptable Waste is discovered at the Facility and there is substantial proof that the Unacceptable Waste was delivered to the Facility by Peoria under this Agreement, Peoria shall (A) to the extent practicable, promptly remove and dispose of the Unacceptable Waste or (B) pay Glendale the actual reasonable cost for disposal of the Unacceptable Waste. Peoria shall also pay or reimburse Glendale for the actual reasonable cost of the inspection, testing, identifying and handling of the Unacceptable Waste.

7.4 Disposal of waste not deemed Unacceptable. If, after inspecting and/or testing the waste, Glendale discovers no Unacceptable Waste, or discovers that the Unacceptable Waste was not delivered to the Facility by Peoria, Glendale shall dispose of that waste at no additional cost to Peoria.

8. Representations and Warranties.

Glendale hereby represents and warrants to Peoria that:

A. Glendale has the full power and authority to execute and deliver this Agreement to Peoria and carry out the transactions contemplated hereby.

B. Glendale has taken all necessary action to execute, deliver and perform this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein or Glendale's compliance with any of the terms and provisions of this Agreement do not or will not contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding on it or any of its properties which, if violated, would have a material adverse effect on Glendale's obligations under this Agreement.

D. The Facility is and will remain appropriately permitted or licensed to accept the Acceptable Waste and otherwise perform as required by this Agreement.

E. Upon execution and delivery of this Agreement by Glendale, it will constitute a legal, valid and binding obligation of Glendale enforceable against it in accordance with the terms hereof.

9. Indemnification.

Each Party (as "indemnitor'') agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party and its officers, employees, and elected or appointed officials (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct, intentional act or other fault of the indemnitor, its officers, employees, contractors, elected or appointed officials. Glendale further agrees to indemnify, defend and hold harmless Peoria and its officers, employees and elected or appointed officials for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees arising out of Glendale's failure to comply with all Applicable Laws, Rules, and Regulations.

10. Obligations during Force Majeure.

10.1 Notice Relating to Force Majeure. If any act or event of Force Majeure occurs which affects either Party's ability to perform under this Agreement, the Party affected and relying thereon to excuse its performance hereunder shall give oral notice to the other as soon as reasonably practicable, and shall deliver to the other Party within 48 hours after such oral notice, written notice setting forth such information as may be available to it with respect to the nature, extent, effect, and anticipated duration of the act or event of Force Majeure.

10.2 Obligation of the Parties during an Event of Force Majeure. If such an act or event of Force Majeure occurs which has the effect of reducing the amount of

Acceptable Waste that a Party can accept from or deliver to the other, both Parties shall be excused from performance during the existence of the Force Majeure upon written notice to the other Party claiming Force Majeure. A Force Majeure for which said notice has not been given shall be an unexcused delay. The effects of said Force Majeure shall be remedied with all reasonable dispatch, and said Party giving notice shall use best efforts to eliminate and mitigate the consequences thereof.

11. Immigration Law Compliance.

11.1 Each Party, and on behalf of any subcontracted party, warrants, to the extent applicable under Arizona Revised Statutes § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with Arizona Revised Statutes § 23-214(A) which requires registration and participation with the E-Verify Program.

11.2 Any breach of warranty under Section 11.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

11.3 Each Party retains the legal right to inspect the papers of any contracted party's or subcontracted party's employee who performs work under this Agreement to ensure each Party is compliant with the warranty under Section 11.1 above.

11.4 Each Party may conduct random inspections, and upon request or notice to other Party, either Party shall provide copies of papers and records demonstrating continued compliance with the warranty under Section 11.1 above. Each Party agrees to keep papers and records available for inspection during normal business hours and will cooperate in exercise of each Party's statutory duties and not deny access to business premises or applicable papers or records for the purposes of enforcement of this Section 11.

11.5 Each Party agrees to incorporate into any subcontracts under this Agreement the same statutorily required obligations and expressly accrue those obligations directly to the benefit of either Party. Each Party also agrees to require any subcontracted party to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the either Party.

11.6 The warranty and obligations under this section for each Party are continuing throughout the term of this Agreement or until such time as either Party determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

11.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

12. Foreign Prohibitions. Each Party certifies, to the extent applicable under Arizona Revised Statutes §§ 35-391 *et seq.* and 35-393 *et seq*., that neither has "scrutinized" business operations (as defined in the preceding statutes) in Sudan or Iran.

13. General Provisions.

13.1 Non-Assignment. Neither Party shall assign, transfer, convey, subcontract, pledge or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder or any part thereof without prior written consent of the other Party, which may be withheld in its reasonable discretion. Any assignment made in violation of this Section shall be void and of no force or effect and shall constitute a material breach of the Agreement.

13.2 Headings. All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

13.3 Severability; Integration. Inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise inducement or statement of intention not so set forth.

13.4 Indulgences Not Waivers. Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. Payments by the respective Parties shall not constitute a waiver of contract rights.

13.5 Construction. This Agreement is intended to express the mutual intent of the Parties and, irrespective of the identity of the Party preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the Party preparing a document shall be applied.

13.6 No Other Parties To Benefit. This Agreement is made for the sole benefit of the Parties hereto and their successors and assigns. Except as may be expressly provided herein, no other person or entity is intended to or shall have any rights of benefits hereunder, whether as third-party beneficiaries or otherwise.

13.7 Inurement. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

13.8 Governing Law; Forum; Venue. This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the State or federal courts of the State of Arizona and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

13.9 Modification and Waiver. No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto.

13.10 Laws and Regulations. The Parties shall, in the operation of the Facility and the performance of their obligations under this Agreement, comply with any and all federal, state, and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to the Parties, their respective employees, agents, or subcontractors, if any.

13.11 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below, or (D) delivered by email transmission to the number set forth below:

To Peoria: City of Peoria
Public Works Department
9875 N. 85th Avenue
Peoria, Arizona 85323
ATTN: William Mattingly, Public Works-utilities Director
Email: William.mattingly@peoriaaz.gov

With a copy to: City of Peoria
City Attorney's Office
9875 N. 85th Avenue
Peoria, Arizona 85323

ATTN: Steve Kemp, City Attorney
Email: steve.kemp@peoriaaz.gov

To Glendale: City of Glendale
Field Operations Department
6210 West Myrtle Avenue, Suite 111
Glendale, Arizona 85301
ATTN: Stuart Kent
Email: SKent@glendaleaz.com

With a Copy to: City of Glendale
City Attorney
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301
Email: CTindall@glendaleaz.com

or such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage, (C) the following business days after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by email during the normal business hours of the recipient. If a copy of a notice is also five to a party's counselor other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counselor other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.12 Contact Person. Upon execution of this Agreement, each Party shall provide and maintain with the other the following:

A. The name and address to whom financial or accounting statements should be sent or of whom inquiries should be made.

B. The name and address of the person or persons to be contacted for day-to-day matters except for the matters listed above.

13.13 Non-Exclusive Agreement. The Parties acknowledge that this is a non-exclusive Agreement and that Peoria and Glendale may contract with others to provide for services similar to those in this Agreement with respect to the Facility and the collection and delivery of Acceptable Waste.

13.14 Contractual Status. Each Party is acting independent of the other Party under this Agreement and nothing herein is intended nor shall it be construed to create a joint venture or partnership between Peoria and Glendale, or to render either

Peoria or Glendale liable for contractual or governmental obligations of the other including, without limitation, obligations to various agents and/or subcontractors, in any manner whatsoever, it being expressly agreed between the Parties that neither of them have any intention of assuming any contractual or other liability of the other by reason of the execution of this Agreement.

13.15 Remedies. The Parties to this Agreement, in addition to the right of terminations provided pursuant to Section 4.2 of this Agreement, shall in the event of a material breach of any term of this Agreement have available all remedies provided by law or in equity for such breach, including expressly the right to an award of reasonable attorney's fees and court costs to the prevailing Party in connection with any dispute respecting any term of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"PEORIA"	"GLENDALE"
By: _____	By: _____
Bob Barrett, Mayor	Elaine M. Scruggs, Mayor
ATTEST:	ATTEST:
By: _____	By: _____
Wanda Nelson, City Clerk	Pamela Hanna, City Clerk

The foregoing agreement between the City of Peoria and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Peoria. No opinion is expressed as to the authority of any parties, other than the City of Peoria to enter into this Agreement.

_____
Steve Kemp
Peoria City Attorney

The foregoing agreement between the City of Peoria and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Glendale. No opinion is expressed as to the authority of any parties, other than the City of Glendale to enter into this Agreement.

_____
Craig Tindall
Glendale City Attorney

Landfill Tipping Fee and Recycling Revenue Summary

December 20, 2011

Recycling Program Revenues

	Current Revenue			Proposed Revenue			Changes in Revenue	
	FY 2011 Tons	$/ Ton	Recycling Revenue	Estimated Tons	$/ Ton	Recycling Revenue		
Waste Management	N/A	N/A	$0	10,000	$56.00	$560,000	**$560,000**	
Phoenix	16,628	$31.67	$526,618	6,628	$50.00	$331,414	**($195,204)**	
Glendale	N/A	N/A	$0	N/A	0.00	N/A	**N/A**	
Total	**16,628**		**$526,618**	**16,628**		**$891,414**	**$364,796**	Additional revenue

Landfill Program Fees

	Current Fees			Proposed Fees			Changes in Fees	
	FY 2011 Tons	$/ Ton	Tipping Fee	Estimated Tons	$/ Ton	Tipping Fee		
Waste Management	68,545	$22.31	-$1,529,244	63,745	$22.31	($1,422,156)	**$107,088**	
Phoenix	N/A	N/A	$0	N/A	N/A	N/A	N/A	
Glendale	N/A	N/A	$0	4,800	$25.00	($120,000)	**($120,000)**	
Total	**68,545**		**($1,529,244)**	**68,545**		**($1,542,156)**	**($12,912)**	Direct Cost Increase[6]
						Net Change in Program costs	**$351,884**	Additional revenue

NOTES:

1. Phoenix Recycling rate is a blended rate which varies monthly
2. Waste Management Tipping Fee is $18.39 at the Northwest Regional Landfill
3. Waste Management Tipping Fee is $23.06 at the Deer Valley Transfer Station
4. Waste Management has a $1.22 Fuel surcharge for Deer Valley Transfer Station
5. Glendale's Recycling Facility does not accept glass
6. Direct Costs only reflect costs related to Landfill fees. Additional savings will be relaized due reduced operational costs

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13R

Date Prepared: December 15, 2011

Council Meeting Date: January 3, 2012

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Intergovernmental Agreement for Processing Recyclable Materials between the City of Peoria and the City of Phoenix

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Purpose:
Discussion and possible action to approve an Intergovernmental Agreement between the City of Peoria and the City of Phoenix for Processing Recyclable Materials.

Background/Summary:
The City of Peoria's Solid Waste Residential program provides service to 48,000 households. The City of Peoria currently has an agreement with the City of Phoenix for the sale of recycled materials and a contract with Waste Management for the disposal of trash. The IGA with the City of Phoenix is due for renewal and Phoenix has offered Peoria higher revenue for recycled materials based on current market prices. Waste Management is also interested in receiving Peoria's recyclables at its new facility. In addition, the City of Glendale has offered to provide Peoria and its residents access to the Glendale landfill. Glendale does not accept glass at their recycling facility and would not be able to accept co-mingled recycled materials from Peoria.

Staff believes, in the long term, that it is most beneficial to the City of Peoria to enter into agreements with all three entities. This will provide flexibility for the City in programming its operations. Access to two recycling locations will allow greater flexibility in routing collection and efficient delivery to a MRF. The City of Glendale offers an alternate location to dispose of solid waste. The addition of this option will assist with routing efficiencies for the southern area of Peoria and may be used for late-day loads at a location which is closer to the Municipal Operations Center. The Glendale agreement also permits Peoria residents to use the Glendale Municipal Landfill (located at 11480 West Glendale Avenue) for bulk trash disposal. All three agreements have been forwarded to City Council for consideration on the same agenda as separate items.

Phoenix Intergovernmental Agreement
Peoria has utilized the Phoenix MRF since the implementation of curbside recycling. This was based on an IGA with Phoenix which was approved on October 2, 2007 (LCON07907). The initial term of the agreement was for a period of 28 months ending January 31st, 2010 with provision for two, one-year extensions. This proposed new agreement will replace the previous

agreement. The initial term of this Agreement shall be for a period of 36 months beginning on February 01, 2012 and ending on January 31, 2015. This Agreement may be renewed in one (1) year increments for a total of two (2) renewal years. The improved market value of recycled materials will result in higher prices paid to Peoria under this agreement. The new rates are summarized in the following chart:

Monthly Facility Blended Rate	City of Peoria Revenue Percentage	
(Did not change)	Existing %	Proposed/New
$120 or less	9.0%	15.0 %
$120.01 to $150	13%	18.5%
$150.01 to $180	15.5%	21.5%
$180.01 and up	15.5%	23.5%

The Blended Rate is the average sales price per ton for all material sorted and sold at the North Gateway MRF during a calendar month. A volume incentive of 2% will be added to the City of Peoria Revenue Percentage in the table above when total monthly tonnage exceeds 1,000 tons/month.

Phoenix's Acceptance. On an annual basis, Phoenix will accept up to 20,000 tons of recyclable materials from Peoria at the North Gateway MRF as part of the Phoenix Recycles program during it's hours and days of operation. Peoria will be able to deliver recyclables to the North Gateway MRF at any time it is open to accept material, and may bring recyclables on other days as approved in advance by Phoenix.

Proposed Glendale Intergovernmental Agreement

The terms of the proposed Glendale agreement are included for reference. The City of Glendale's tipping rates are slightly higher than those of Waste Management (WM). However, the distance from the Municipal Operations Center will have cost per mile savings and afford our residents an additional bulky item disposal location.

A. The Tipping Fee for disposal services for between 1 to 29,999 Tons of waste at the Glendale Facility shall be as follows:

Tipping Fee 1-29,999 Tons	**Effective Date(s)**
$25.00	January 1, 2011 through June 30, 2012
$26.50	July 1, 2012 through June 30, 2013
$28.00	July 1, 2013 through June 30, 2014

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

B. The Tipping Fee for disposal services for between 30,000 to 49,999 Tons of waste at the Glendale Facility shall be as follows:

Tipping Fee 30,000-49,999 Tons	**Effective Date(s)**
$21.50	January 1, 2011 through June 30, 2012
$23.00	July 1, 2012 through June 30, 2013
$24.50	July 1, 2013 through June 30, 2014

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

Peoria residents will have access to the Glendale Landfill. They will be charged for self-hauled loads at the rates listed above. Waste tires will also be accepted for a handling fee of $3.00 per tire. The tires must be from passenger vehicles or small non-commercial trucks, and shall not contain rims. Off-road vehicle tires will not be accepted. Peoria residents will be limited to the delivery of five waste tires every 90 calendar days.

The term of this Agreement shall begin on the effective date of January 1, 2012, and shall continue thereafter until June 30, 2014. This Agreement may be extended on terms and conditions acceptable to both Glendale and Peoria for two additional periods of three years each, unless terminated under the terms of this agreement.

Proposed Waste Management Agreement

The terms of the proposed Waste Management agreement are included for reference. The agreement between the City of Peoria and Waste Management of Arizona includes both Solid Waste Disposal and Processing Recyclable Materials. The City of Peoria and Waste Management of Arizona entered into a previous agreement for Solid Waste Disposal on July 01, 2002 (LCON04002). The original agreement did not include processing recyclable materials. The previous agreement will be terminated and replaced by this new agreement. Waste Management will accept solid waste at their Northwest Regional Landfill and at their Deer Valley Transfer Station. The tipping fees are summarized as follows:

Solid Waste

Deer Valley Transfer Station: $23.06 +$1.22 (Fuel Surcharge)
Northwest Regional Landfill: $18.39

Sewerage Sludge

Deer Valley Transfer Station: $23.06 +$1.22 (Fuel Surcharge)
Northwest Regional Landfill: $17.39

The agreement includes a biannual (every two years) adjustment increase based on the Consumer Price Index (Urban Western Users) and an annual fuel charge adjustment. The base rate and fuel charge are expected to increase on July 1, 2012.

Waste Management will accept recycled materials at their Northwest Regional Landfill and at their Deer Valley Transfer Station. The value of recycled materials is based on the "Blended Rate" The Blended Rate is the average sales price per ton for all material sorted and sold at the MRF during a month. Waste Management's recycling payments to Peoria will be based on the following chart:

Blended Rate	Recycling Rebate percentage
$120 or less	14%
$120.01 to $130	18.5%
$130.01 to $150	23.5%
$150.01 to $180	27.5%
$180.01 and up	29.5%

Waste Management will pay Peoria an additional $10.00 per ton for recycled materials which are delivered directly to the Northwest Regional Landfill, as opposed to Deer Valley Transfer Station.

The term of this Agreement shall begin on the effective date of January 4, 2012, and shall continue for five years thereafter until January 4, 2017. This Agreement may be extended on terms and conditions acceptable to both Waste Management and Peoria for one additional five year period, unless terminated under the terms of this agreement.

Previous Actions:
The City of Peoria and Waste Management of Arizona entered into a previous agreement for Solid Waste Disposal on July 01, 2002 (LCON04002).

The Peoria City Council approved an IGA with Phoenix on October 2, 2007 (LCON07907) to utilize the City of Phoenix MRF to process recycling materials.

Options:

A: Council could act to approve the proposed Intergovernmental Agreement between the City of Peoria and the City of Phoenix for Processing Recyclable Materials.

B: Council could decline to approve the proposed Intergovernmental Agreement between the City of Peoria and the City of Phoenix for Processing Recyclable Materials and direct staff to negotiate a contract with an alternative materials recovery facility.

Staff's Recommendation:
Staff recommends that the Mayor and City Council approve the new IGA with the City of Phoenix for Processing Recyclable Materials.

Fiscal Analysis:
The proposed IGA with the City of Phoenix will increase the amount Phoenix pays Peoria for recycled material. This will enable the City of Peoria to continue to efficiently deliver Solid Waste Services.

Narrative:
The Solid Waste Division continues to evaluate operational efficiencies and has been successful at reducing costs. A significant factor in reducing costs is the diversion of recyclable materials to a materials recovery facility. The City receives revenue for clean, recyclable material and avoids the cost of sending the material to a landfill. The Residential Curbside Recycling program has consistently diverted an average of 25% of recyclable material from the waste stream since its inception. This success is attributed to the citizens of Peoria who participate in this program. This new IGA between the City of Peoria and the City of Phoenix, continues a partnership which has served both communities. The current market for recycled materials is strong and under this new agreement Peoria will share in the increased revenues from these commodities. Additionally, staff has negotiated agreements with the City of Glendale and with Waste Management which compliment the agreement with the City of Phoenix. The combination of these agreements is beneficial to the City of Peoria and provides for maximum flexibility. These agreements allow Peoria to adapt Sold Waste routes to dispose of materials at the most convenient and cost effective location.

Exhibit(s) :
Exhibit 1: Intergovernmental Agreement for Processing Recyclable Materials at the Phoenix Materials Recovery Facility
Exhibit 2: Landfill Tipping Fee and Recycling Revenue Comparison and Summary

Contact Name and Number:
William Mattingly, Public Works – Utilities Director, 623-773-5151

WHEN RECORDED RETURN TO:

Stephen Wetherell, Esq.
City of Phoenix
Office of City Attorney
200 West Washington Street, 13th Floor
Phoenix, Arizona 85003-1611

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PHOENIX
AND
CITY OF PEORIA

City Contract No. _____

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the November 1, 2011, by and between the City of Phoenix, an Arizona municipal corporation ("Phoenix") and the City of Peoria, an Arizona municipal corporation ("Peoria") (collectively, "the Parties").

RECITALS

A. Arizona Revised Statutes, Sections 11-951 through 11-954, provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action. The parties hereto acknowledge that this Agreement constitutes an Intergovernmental Agreement within the meaning of Arizona Revised Statutes, Sections 11-951 through 11-954, and that in accordance therewith, it shall be filed with the Maricopa County Recorder's Office, to give notice to all persons of its existence and of the Parties' intent that the burdens and benefits contained herein be binding on and inure to the benefit of the Parties and all their successors in interest and assigns.

B. Phoenix is empowered by Chapter II, Section 2 of the Phoenix Charter to enter into this Agreement and has, by City Council Action on _____, authorized the undersigned to execute this Agreement on behalf of Phoenix.

C. Peoria is empowered to enter into this Agreement by Peoria City Charter Art. 1, §3 (15), and has, by City Council Action on _____, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Peoria.

D. Phoenix is the owner of the North Gateway Materials Recovery Facility (MRF) located at 30205 North Black Canyon Highway. Phoenix has contracted with Hudson Baylor North Gateway LLC for the operation of the North Gateway MRF. Phoenix represents to Peoria that Hudson Baylor North Gateway LLC acts on behalf of Phoenix.

E. Peoria desires to enter into this Agreement with Phoenix to have Phoenix process Peoria's recyclable materials at the North Gateway MRF.

F. Phoenix and Peoria believe it would be advantageous for Peoria to bring, and Phoenix to accept, Recyclable material at the North Gateway MRF from the standpoint of efficiency of collection and disposal, vehicle routing, avoidance of excessive travel times and distances, fuel economy and efficiency, and reduction of air pollution.

G. The purpose of this Agreement is to set forth the parties' respective rights and obligations with respect to Phoenix's acceptance of Peoria's recyclables at the North Gateway MRF.

Now, therefore, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

"Blended Rate" means the average sales price per ton for all material sorted and sold at the North Gateway MRF during a calendar month.

"Hazardous Waste" means: (1) any material or substance which by reason of its composition or characteristics is (a) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 V.S.C. §§ 6901 et seq., as replaced or amended, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced or amended, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or (b) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (2) other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for transfer through, transportation by, or disposal from or to a Facility; and (3) any material which would result in process residue being Hazardous Waste under (1) or (2) above.

"Hot Load" means any load of materials delivered to the North Gateway MRF which is emitting smoke, fire, or fumes and which may be in imminent danger of fire or explosion.

"Hours and Days of Operation" means those hours that the North Gateway MRF receives Recyclables, as posted and noticed from time to time. Currently, the North Gateway MRF receives Recyclables from 5:30 a.m. to 5:00 p.m., Mondays through Fridays, excluding Phoenix-observed holidays unless the holiday is a designated Solid Waste collection day for City of Phoenix residents.

"Recyclables" means post consumer residential materials as accepted in the Phoenix Recycles program, having residual value and suitable for use in other products. The list of acceptable materials may be modified by Phoenix at any time at the sole discretion of Phoenix.

"RFID" means radio frequency identification. It is a device that is attached to the collection vehicle and that will be electronically read when the collection vehicle travels over the unmanned scale. This device transmits a unique signal and electronically tracks tonnages, trucks, times, etc.

"Special Waste" means any waste that is now or hereafter defined as a special waste under or pursuant to Ariz. Rev. Stat. §§ 49-851 et seq. or any other waste that requires special handling under federal, state, or local laws or regulations.

"Ton" means a short ton of two thousand (2,000) U.S. pounds.

"Unacceptable Waste" means that portion of solid waste, such as, but not limited to: (1) explosives, radioactive materials, untreated bio-hazardous medical waste as defined in A.A.C. RI8-13-1401, cesspool waste, or sewage sludge; (2) motor vehicles, including major motor vehicle parts, agricultural and farm machinery and equipment; (3) waste tires; (4) used oil; (5) that which in the reasonable judgment of Phoenix may present a risk to health or to safety, or has a reasonable possibility of adversely affecting the operation of its Facility; or (6) waste not authorized for disposal at the North Gateway MRF by those entities having jurisdiction over any waste, the disposal of which would constitute a violation of any governmental requirement pertaining to the environment health or safety. Unacceptable Waste also includes any waste that is now or hereafter defined by federal law or by the disposal jurisdiction as radioactive, dangerous, hazardous; or extremely hazardous waste.

AGREEMENT

1. Parties. Phoenix is a municipal corporation of the State of Arizona. The principal office of Phoenix is located in Maricopa County at 200 West Washington Street, Phoenix, Arizona 85003-1611. The rights and obligations by Phoenix under this Agreement are undertaken as the owner of real property acting in a proprietary capacity and not as a municipality exercising regulatory powers. Peoria is a municipal corporation of the State of Arizona. The principal office of Peoria is located in Maricopa County at 8401 W. Monroe Street, Peoria, Arizona 85345. The rights and obligations of Peoria under this Agreement are undertaken as the owner of real property acting in a proprietary capacity.

2. Term. The initial term of this Agreement shall be for a period 36 months beginning on February 01, 2012 and ending on January 31, 2015. This Agreement may be renewed in one (1) year increments for a total of two (2) renewal years.

3. Phoenix's Acceptance. On an annual basis, Phoenix will accept up to 20,000 tons of recyclable materials from Peoria at the North Gateway MRF as part of the Phoenix Recycles program during it Hours and Days of Operation. Peoria will be able to deliver Recyclables to the North Gateway MRF at any time it is open to accept material, and may bring recyclables on other days as approved in advance by Phoenix.

4. Peoria's Delivery. On an annual basis, Peoria shall deliver up to 20,000 tons of recyclable material to Phoenix's North Gateway MRF. Peoria shall, in good faith, deliver only acceptable recycling materials to the North Gateway MRF for processing. Peoria agrees to inform its residents of proper recycling practices and also agrees to enforce proper recycling practices. Peoria shall be responsible for arranging a recycling processing contingency plan in the event of circumstances resulting in Phoenix not being able to operate the North Gateway MRF. Peoria shall observe and obey all Phoenix hours of operation, rules of conduct, traffic patterns and speed limitations while on Phoenix property. Peoria shall make an effort to coordinate with Phoenix its scheduled delivery of recyclable materials over work days.

Upon execution of this Agreement, Peoria shall provide Phoenix with its good faith projections, in writing, of the quarterly tonnage that it expects to deliver to the Facility. Peoria may not deliver more than ten percent (10%) above its projected tonnage on a quarterly basis to the Facility without prior approval by Phoenix. These projections are intended for planning purposes and are not to be considered contractual commitments to deliver such projected tonnage.

5. Weighing of Recyclables. Each vehicle delivering Recyclables shall have a vehicle identification number permanently indicated and conspicuously displayed on the exterior of the vehicle which is readily visible to the North Gateway MRF staff. In the event the scales become temporarily inoperable due to testing or malfunction, Phoenix shall estimate the weight of Recyclables on the basis of truck volume and historical data obtained through operation of the North Gateway MRF. These estimates shall serve as official records for the duration of the scale outage. In such case, a handwritten ticket may be substituted for the computer copy. In consideration for use of automated scales at the North Gateway MRF, Peoria shall make all collection vehicles used for delivery of Recyclables available for installation of RFID devices, and obtaining of a certified tare weight for each vehicle. Incoming Recyclables shall be weighed by weighing all incoming vehicles and recording the weight of each. From time to time, Phoenix may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. RFID devices remain the property of Phoenix and shall be returned when vehicles are removed from service, or upon termination or expiration of this Agreement. A charge of $50.00 per RFID device shall be charged for each device placed on Peoria collection vehicle or for replacement of lost or damaged devices.

6. Hot Loads. In the event that a Peoria vehicle dumps a Hot Load, Peoria agrees to pay reasonable charges for Phoenix's handling of such Hot Load.

7. Compliance with North Gateway MRF Rules and Traffic Requirements. Peoria staff will become familiar with and comply with all North Gateway MRF rules, traffic flows, and speed restrictions. Failure to follow such rules and requirements may result in restriction of Peoria staff.

8. Quality of Recyclables. Material quality will be inspected by Peoria staff, and will adhere to guidelines of the "Phoenix Recycles" program of what is and is not acceptable, attached hereto as ***Exhibit A*** and as amended from time to time in accordance with the Notice provisions hereof. Materials will be spot check inspected by Phoenix staff or the designated operator on the North Gateway MRF Floor. If materials are determined to be excessively contaminated, in the opinion of Phoenix personnel, then the materials will be moved immediately to the solid waste transfer area, and Peoria will be assessed the then-current disposal fee ($38.25/ton). Phoenix will immediately inform Peoria of this determination and make available for immediate inspection as permitted by operational requirements. Peoria will provide documentation of their attempts to increase the quality of the recyclable materials within two weeks of the contaminated load. Peoria is aware that trucks must be fully emptied of any garbage prior to collection of recyclables. Contamination means any load containing 20% or more non-recyclable material, or that is otherwise unacceptable for processing.

9. Termination of Agreement. Either party may terminate this Agreement without cause by giving the other party one hundred eighty (180) days prior notice.

10. Vehicle leaks and spills. Peoria shall be responsible for prompt cleanup of leaks or spills from its vehicles. Regardless of the nature of any fluid leaking from the collection vehicle, it shall be cleaned up within two hours. Any Recyclables that are spilled in any part of the facility other than the designated tip area shall be immediately contained and collected by Peoria staff.

11. Compensation. Payment shall be made to the City of Peoria for each ton of Recyclables accepted and processed. The rate of payment shall be a percentage of the facility-blended rate as indicated in the table below. Payment shall be calculated by the 25th day of the month for the previous month and shall be payable within 30 days.

Monthly Facility Blended Rate	City of Peoria Revenue Percentage	Volume Incentive
$120 or less	15.0 %	2.0%
$120.01 to $150	18.5%	2.0%
$150.01 to $180	21.5%	2.0%
$180.01 and up	23.5%	2.0%

A volume incentive of 2% will be added to the City of Peoria Revenue Percentage in the table above when total monthly tonnage exceeds 1000 tons/month. The above revenue percentage shall be adjusted annually in July to account for CPI increases to the North Gateway MRF processing fee. Processing fee increases will reduce the revenue percentage rate equivalent to the per ton processing fee increase.

12. Indemnification. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any personal (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

12.1. Insurance Requirements for Governmental Parties to an IGA: **NONE.**

12.2. Insurance Requirements for any Contractors Used by a Party to the Intergovernmental Agreement: If any part of this Agreement is contracted or subcontracted, City of Peoria shall require its contractor(s) to name the City of Phoenix as an additional insured to the same extent that City of Peoria is named as an additional insured as required under the contract.

13. Miscellaneous.

13.1. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignee shall assume all of the obligations of this Agreement and the assignor shall not be relieved of its obligations under this Agreement by reason of an assignment.

13.2. Applicable Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

13.3. Notices. All notices, demands and other writings provided to be given, made or sent by any party hereto to other parties shall be deemed to have been fully given, made or sent when made in writing and personally delivered or received by United States postpaid registered or certified mail and addressed as follows:

To Phoenix: City of Phoenix Public Works Department
Attn: Solid Waste Administrator
200 W. Washington, 6th Floor
Phoenix, AZ 85003

To Peoria: City of Peoria, AZ
Attn: Solid Waste Manager
8401 W. Monroe St.
Peoria, AZ 95345

With a copy to: City of Peoria, AZ
Attn: City Attorney's Office
8401 W. Monroe St.
Peoria, AZ 95345

The address to which any notice, demand or other writing may be given, made or sent may be changed by written notice given by such party as above provided.

13.4. Conflict of Interest. No official, officer or employee of either party shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS 38-511.

13.5. Employees.

13.5.1. Non-liability of Officials and Employees. No official, officer or employee of Phoenix or Peoria shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by either Phoenix or Peoria of any obligation under the terms of this Agreement.

13.5.2. Not Employees. The personnel of the either party to this Agreement are not for any purpose to be considered employees or agents of the other party, and that each party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

13.6. Force Majeure. In addition to specific provisions of this Agreement, non-performance by any party hereto shall not be deemed to be a default where such non-performance is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, or unusually severe weather. In order for the non-performing party to obtain an extension of time for any such cause, the non-performing party must notify the performing party in writing of such force majeure within ten (10) days of commencement of such force majeure. Moreover, notice must contain a request for additional time, which shall only be for the period of the force majeure. Failure of the non-performing party to notify the performing party of such force majeure within such ten (10) days shall result in the performing party granting only a ten (10) day extension to the non-performing party.

13.7. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any breach or default shall not operate as a waiver of any breach or default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

13.8. Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

13.9. Representations and Warranties.

13.9.1. Peoria hereby represents and warrants to Phoenix as follows: (1) Peoria has the full power and authority to execute and deliver this Agreement to Phoenix and carry out the transactions contemplated hereby; (2) Peoria has taken all necessary

action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Peoria's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Peoria's obligations under this Agreement; and d. Upon execution and delivery of this Agreement by Peoria, it will constitute a legal, valid, and binding obligation of Peoria enforceable against it in accordance with the terms hereof.

13.9.2. Phoenix hereby represents and warrants to Peoria as follows: (1) Phoenix has the full power and authority to execute and deliver this Agreement to Peoria and carry out the transactions contemplated hereby; (2) Phoenix has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Phoenix's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Phoenix's obligations under this Agreement; and d. Upon execution and delivery of this Agreement by Phoenix, it will constitute a legal, valid, and binding obligation of Phoenix enforceable against it in accordance with the terms hereof.

13.10. Definitions, Exhibits, and Recitals. The definitions, exhibits, and recitals attached to this Agreement are hereby incorporated into this Agreement by this reference, as and to the same effect as if recited at length in the body of this Agreement.

13.11. Recordation. Phoenix will file this Agreement with the Maricopa County Recorder's Office within 10 days of its final execution. The agreement will not become effective until after it has been filed.

13.12. Audit. The parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other party or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF PHOENIX, a municipal corporation
DAVID CAVAZOS, City Manager

By: _____

Carolyn F. Bristo, Acting Public Works Director

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

_____
Acting City Attorney

_____Date

CITY OF PEORIA, a municipal corporation
CARL Swenson, City Manager

By: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

_____
Acting City Attorney

_____Date

Exhibit A
Guidelines of the "Phoenix Recycles" program

IMPORTANT RECYCLING GUIDELINES:

- All recyclable material must be relatively clean, dry, empty and uncrushed. No need to wash recyclables. Keep items separate, do not nest.
- Do not bag, box or tie recyclables.
- No grass, yard or food waste.
- Lids are okay on most containers. Due to magnet strength for sorting iron metal objects, it is important to remove metal lids from glass jars and place both in your blue recycling container.

PLASTICS

Bottles and containers with recycling symbol and numbered codes 1 – 7 except for #6 (no foam).

Clean plastic tubes and buckets with the recycling symbol and numbered codes are acceptable.

PLASTIC DON'TS

No plastic bags of any kind with or without a recycling symbol.
No pool chemical/household hazardous waste containers.

No garden hoses

No foam peanuts or bubble wrap.

These items can damage the sorting equipment, be harmful to workers in the sorting facility or are too small to be sorted or make the sorting process inefficient.

GLASS

Food or beverage glass bottles and jars only. Please remove lids

NO WINDOW PANES, MIRRORS, CERAMICS, DISHES, TELEVISIONS, OR LIGHT BULBS.
These items are made with treated glass, have hazardous materials in them (TVs) or are not glass at all and cannot be recycled in Phoenix Recycles.

PAPER

Office paper - staples do not need to be removed

Newspapers - remove plastic bags and rubber bands

Magazines, catalogs, comic books

Telephone books

Cardboard - flatten boxes to fit in blue barrel loosely.

Chipboard - cereal, cookie, tissue, gift boxes. (Remove and place cereal, cookie or cracker inserts bagged and tied in your green or black barrel.

Milk/juice cartons

Juice boxes

Junk mail - includes non self-sealing envelopes. Remove plastic credit cards or bags. Previous literature may say no plastic windowed envelopes, however improvements at paper recycling plants allow for these windows to be strained out of the paper pulp mix. It is still good recycling habit to tear the window out, however it is not necessary.

NO HARDBACK OR PAPERBACK BOOKS, SELF SEALING ENVELOPES, PHOTOGRAPHS, EMBOSSED CARDS OR WRAPPING PAPER, MYLAR BALLOONS, NEWSPAPER PLASTIC BAGS, RUBBER BANDS OR BLUEPRINTS.

All of these items cannot be recycled with regular paper. They cause de-inking and pulping processes to be disrupted and reduce the value of acceptable paper items.

METALS

Aluminum cans

Clean pie plates and foil

Steel cans - soup, vegetable, pet food ; place lids inside can

Metal hangers - bound with twist tie

Scrap metal under 25 pounds including small appliances

Aerosol cans - no spray paint, pesticides, oven cleaners

Landfill Tipping Fee and Recycling Revenue Summary

December 20, 2011

Recycling Program Revenues

	Current Revenue			Proposed Revenue			Changes in Revenue	
	FY 2011 Tons	$/ Ton	Recycling Revenue	Estimated Tons	$/ Ton	Recycling Revenue		
Waste Management	N/A	N/A	$0	10,000	$56.00	$560,000	**$560,000**	
Phoenix	16,628	$31.67	$526,618	6,628	$50.00	$331,414	**($195,204)**	
Glendale	N/A	N/A	$0	N/A	0.00	N/A	**N/A**	
Total	**16,628**		**$526,618**	**16,628**		**$891,414**	**$364,796**	Additional revenue

Landfill Program Fees

	Current Fees			Proposed Fees			Changes in Fees	
	FY 2011 Tons	$/ Ton	Tipping Fee	Estimated Tons	$/ Ton	Tipping Fee		
Waste Management	68,545	$22.31	-$1,529,244	63,745	$22.31	($1,422,156)	**$107,088**	
Phoenix	N/A	N/A	$0	N/A	N/A	N/A	N/A	
Glendale	N/A	N/A	$0	4,800	$25.00	($120,000)	**($120,000)**	
Total	**68,545**		**($1,529,244)**	**68,545**		**($1,542,156)**	**($12,912)**	Direct Cost Increase[6]
						Net Change in Program costs	**$351,884**	Additional revenue

NOTES:

1. Phoenix Recycling rate is a blended rate which varies monthly
2. Waste Management Tipping Fee is $18.39 at the Northwest Regional Landfill
3. Waste Management Tipping Fee is $23.06 at the Deer Valley Transfer Station
4. Waste Management has a $1.22 Fuel surcharge for Deer Valley Transfer Station
5. Glendale's Recycling Facility does not accept glass
6. Direct Costs only reflect costs related to Landfill fees. Additional savings will be relaized due reduced operational costs

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14R

Date Prepared: December 15, 2011

Council Meeting Date: January 3, 2012

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Agreement for Solid Waste Disposal and Processing Recyclable Materials between the City of Peoria and Waste Management of Arizona

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Purpose:
Discussion and possible action to approve a Single Source procurement and award an agreement between the City of Peoria and Waste Management of Arizona for Solid Waste Disposal and for Processing Recyclable Materials.

Background/Summary:
The City of Peoria's Solid Waste program provides service to 48,000 households. The City of Peoria currently has an agreement with the City of Phoenix for the sale of recycled materials and a contract with Waste Management for the disposal of trash. The IGA with the City of Phoenix is due for renewal and Phoenix has offered Peoria higher revenue for recycled materials based on current market prices. Waste Management is also interested in receiving Peoria's recyclables at its new facility. In addition, the City of Glendale has offered to provide Peoria and its residents access to the Glendale landfill. Glendale does not accept glass at their recycling facility and would not be able to accept co-mingled recycled materials from Peoria.

Staff believes, in the long term, that it is most beneficial to the City of Peoria to enter into agreements with all three entities. This will provide flexibility for the City in programming its operations. Access to two recycling locations will allow greater flexibility in routing collection and efficient delivery to a MRF. The City of Glendale offers an alternate location to dispose of solid waste. The addition of this option will assist with routing efficiencies for the southern area of Peoria and may be used for late-day loads at a location which is closer to the Municipal Operations Center. The Glendale agreement also permits Peoria residents to use the Glendale Municipal Landfill (located at 11480 West Glendale Avenue) for bulk trash disposal. All three agreements have been forwarded to City Council for consideration on the same agenda as separate items.

Waste Management Agreement
The agreement between the City of Peoria and Waste Management of Arizona includes both Solid Waste Disposal and Processing Recyclable Materials. The City of Peoria and Waste

Management of Arizona entered into a previous agreement for Solid Waste Disposal on July 01, 2002 (LCON04002). The original agreement did not include processing recyclable materials. The previous agreement will be terminated and replaced by this new agreement. Waste Management will accept solid waste at their Northwest Regional Landfill and at their Deer Valley Transfer Station. The tipping fees are summarized as follows:

Solid Waste

Deer Valley Transfer Station:	$23.06 +$1.22 (Fuel Surcharge)
Northwest Regional Landfill:	$18.39

Sewerage Sludge

Deer Valley Transfer Station:	$23.06 +$1.22 (Fuel Surcharge)
Northwest Regional Landfill:	$17.39

The agreement includes a biannual (every two years) adjustment increase based on the Consumer Price Index (Urban Western Users) and an annual fuel charge adjustment. The base rate and fuel charge are expected to increase on July 1, 2012.

Waste Management will accept recycled materials at their Northwest Regional Landfill and at their Deer Valley Transfer Station. The value of recycled materials is based on the "Blended Rate" The Blended Rate is the average sales price per ton for all material sorted and sold at the MRF during a month. Waste Management's recycling payments to Peoria will be based on the following chart:

Blended Rate	Recycling Rebate percentage
$120 or less	14%
$120.01 to $130	18.5%
$130.01 to $150	23.5%
$150.01 to $180	27.5%
$180.01 and up	29.5%

Waste Management will pay Peoria an additional $10.00 per ton for recycled materials which are delivered directly to the Northwest Regional Landfill, as opposed to Deer Valley Transfer Station.

The term of this Agreement shall begin on January 4, 2012, and shall continue for five years thereafter until January 4, 2017. This Agreement may be extended on terms and conditions acceptable to both Waste Management and Peoria for one additional five year period, unless terminated under the terms of this agreement.

Proposed Phoenix Intergovernmental Agreement
Peoria has utilized the Phoenix MRF since the implementation of curbside recycling. This was based on an IGA with Phoenix which was approved on October 2, 2007 (LCON07907). The initial term of the agreement was for a period of 28 months ending January 31st, 2010 with provision for two, one-year extensions. This proposed new agreement will replace the previous agreement. The initial term of this Agreement shall be for a period 36 months beginning on February 01, 2012 and ending on January 31, 2015. This Agreement may be renewed in one (1) year increments for a total of two (2) renewal years. The improved market value of recycled materials will result in higher prices paid to Peoria under this agreement. The new rates are summarized in the following chart:

Monthly Facility Blended Rate	City of Peoria Revenue Percentage	
(Did not change)	Existing %	Proposed/New%
$120 or less	9.0%	15.0 %
$120.01 to $150	13%	18.5%
$150.01 to $180	15.5%	21.5%
$180.01 and up	15.5%	23.5%

The Blended Rate is the average sales price per ton for all material sorted and sold at the North Gateway MRF during a calendar month. A volume incentive of 2% will be added to the City of Peoria Revenue Percentage in the table above when total monthly tonnage exceeds 1,000 tons/month.

Phoenix's Acceptance On an annual basis, Phoenix will accept up to 20,000 tons of recyclable materials from Peoria at the North Gateway MRF as part of the Phoenix Recycles program during it's hours and days of operation. Peoria will be able to deliver recyclables to the North Gateway MRF at any time it is open to accept material, and may bring recyclables on other days as approved in advance by Phoenix.

Proposed Glendale Intergovernmental Agreement
The terms of the proposed Glendale agreement are included for reference. The City of Glendale's tipping rates are slightly higher than those of Waste Management (WM). However, the distance from the Municipal Operations Center will have cost per mile savings and afford our residents an additional bulky item disposal location.

A. The Tipping Fee for disposal services for between 1 to 29,999 Tons of waste at the Glendale Facility shall be as follows:

Tipping Fee 1-29,999 Tons	**Effective Date(s)**
$25.00	January 1, 2011 through June 30, 2012
$26.50	July 1, 2012 through June 30, 2013
$28.00	July 1, 2013 through June 30, 2014

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

B. The Tipping Fee for disposal services for between 30,000 to 49,999 Tons of waste at the Glendale Facility shall be as follows:

Tipping Fee 30,000-49,999 Tons	**Effective Date(s)**
$21.50	January 1, 2011 through June 30, 2012
$23.00	July 1, 2012 through June 30, 2013
$24.50	July 1, 2013 through June 30, 2014

This Tipping Fee includes the current $0.25 per ton Arizona Department of Environmental Quality tax.

Peoria residents will have access to the Glendale Landfill. They will be charged for self-hauled loads at the rates listed above. Waste tires will also be accepted for a handling fee of $3.00 per tire. The tires must be from passenger vehicles or small non-commercial trucks, and shall not contain rims. Off-road vehicle tires will not be accepted. Peoria residents will be limited to the delivery of five waste tires every 90 calendar days.

The term of this Agreement shall begin on the effective date of January 1, 2012, and shall continue thereafter until June 30, 2014. This Agreement may be extended on terms and conditions acceptable to both Glendale and Peoria for two additional periods of three years each, unless terminated under the terms of this agreement.

Previous Actions:
The City of Peoria and Waste Management of Arizona entered into a previous agreement for Solid Waste Disposal on July 01, 2002 (LCON04002).

The Peoria City Council approved an IGA with Phoenix on October 2, 2007 (LCON07907) to utilize the City of Phoenix MRF to process recycling materials.

Options:

A: Council could act to approve the proposed agreement between the City of Peoria and the Waste Management for Solid Waste Disposal and for Processing Recyclable Materials.

B: Council could decline to approve the proposed agreement between the City of Peoria and Waste Management for Solid Waste Disposal and for Processing Recyclable Materials and direct staff to negotiate a contract with an alternative landfill and materials recovery facility.

Staff's Recommendation:
Staff recommends that the Mayor and City Council approve to approve an agreement between the City of Peoria and Waste Management of Arizona for Solid Waste Disposal and for Processing Recyclable Materials.

Fiscal Analysis:
The proposed Agreement between the City of Peoria and Waste Management of Arizona allows the City of Peoria to continue to use the Northwest Regional Landfill and the Deer Valley Transfer Station. It also provides an additional location to for processing recyclable materials. This agreement will allow Peoria to adapt Solid Waste routes to dispose of materials at the most convenient and cost effective location. This will enable the City of Peoria to continue to efficiently deliver Solid Waste Services. The proposed landfill tipping fees are the same as the previous agreement with Waste Management of Arizona.

Narrative:
The Solid Waste Division continues to evaluate operational efficiencies and has been successful at reducing costs. A significant factor in reducing costs is the diversion of recyclable materials to a materials recovery facility. The City receives revenue for clean, recyclable material and avoids the cost of sending the material to a landfill. The Residential Curbside Recycling program has consistently diverted an average of 25% of recyclable material from the waste stream since its inception. This success is attributed to the citizens of Peoria who participate in this program. This new agreement with Waste Management provides another option for processing recyclable materials. The current market for recycled materials is strong and under this new agreement Peoria will share in the increased revenues from these commodities. Additionally, staff has negotiated agreements with the City of Glendale and with the City of Phoenix which compliment this agreement. The combination of these agreements is beneficial to the City of Peoria and provides for maximum flexibility. These agreements allow Peoria to adapt Solid Waste routes to dispose of materials at the most convenient and cost effective location.

Exhibit(s) :
Exhibit 1: Solid Waste Disposal Agreement
Exhibit 2: Landfill Tipping Fee and Recycling Revenue Comparison and Summary

Contact Name and Number:
William Mattingly, Public Works – Utilities Director, 623-773-5151

SOLID WASTE DISPOSAL AGREEMENT

This SOLID WASTE DISPOSAL AGREEMENT ("**Agreement**") is made and entered into as of the day set herein, by and between Waste Management of Arizona, Inc. ("**WMA**" or "Contractor") and the City of Peoria, an Arizona municipal corporation ("**City**"). WMA and City may be referred to herein collectively as the "Parties" and individually as a "Party,." WMA and City. The effective date of this Agreement is January 4, 2012 (the "**Effective Date**").

RECITALS

A. WMA owns and operates environmentally-sound and permitted solid waste disposal sites located in Maricopa County, State of Arizona, such as the Northwest Regional Landfill ("**Northwest**") and Deer Valley Transfer Station ("**Deer Valley**") (collectively, the "**Disposal Sites**").

B. City is a municipality, which provides for the collection and transportation of municipal solid waste of its residents and commercial businesses, and City desires environmentally sound solid waste disposal sites for the disposal of such solid waste materials.

C. WMA and City entered into a Previous Solid Waste Disposal Agreement dated July 1, 2002, (LCON # 04002). WMA and the City wish to terminate the Previous Agreement and any subsequent amendments ("Previous Agreement").

D. The Previous Agreement is to be terminated as of the Effective Date of this Agreement and any provisions in the Previous Agreement regarding termination, notice and/or penalties/damages, if any, are waived by the Parties.

E. The termination of the Previous Agreement on the agreed Effective Date shall not affect any of the rights or obligations of either Party to the Previous Agreement accruing prior to the Effective Date.

F. The Parties acknowledgment and agreement to terminate the Previous Agreement is evidence by the Parties signature below.

G. City and WMA desire to terminate the Previous Agreement and enter into this Agreement to provide for the disposal of City Acceptable Waste and recycling of City Recyclables.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS**. As used in this Agreement, the following terms shall have the following meanings:

1.1 "**Acceptable Waste**" shall mean any and all waste that is Solid Waste, including Unacceptable Material, but not Excluded Waste, Recyclables, Sewage Sludge or Special Waste.

1.2 "**Agreement**" shall mean this Solid Waste Disposal Agreement between City and WMA, as it may be amended or modified in writing from time to time.

1.3 "**Base Rate**" shall mean the initial per ton disposal fee to be paid by City to WMA as compensation for disposal of Acceptable Waste, as set forth in and adjusted in accordance with Section 3 of this Agreement.

1.4 "**City**" shall mean the City of Peoria, an Arizona municipal corporation.

1.5 "**City Acceptable Waste**" shall mean Acceptable Waste received at a Disposal Site from the City pursuant to this Agreement.

1.6 "**City Recyclables**" shall mean Recyclables received at a Disposal Site from the City pursuant to this Agreement.

1.7 **"Designated Materials"** shall mean (i) at least 90% of Acceptable Waste and at least 6,000 tons per year of Recyclables collected by the City from single family residential premises located within the City, and (ii) at City's discretion, Sewage Sludge generated by City owned and/or operated waste water treatment facilities

1.8 "**Disposal Sites**" shall mean, collectively, those certain permitted Solid Waste Disposal Sites owned and operated by WMA located in Maricopa County, State of Arizona, and known as Northwest Regional Landfill and Deer Valley Transfer Station.

1.9"**Effective Date**" The term of any resultant contract shall commence on the first day of the month following the date of award

1.10 "**Equipment**" shall mean any and all containers, tractors, trailers, motor vehicles, cranes, top pickers and other equipment utilized by City and/or WMA for the collection, transportation, handling, processing and disposal of Acceptable Waste and Recyclables pursuant to this Agreement.

1.11 "**Excluded Waste**" shall mean waste that: (a) is prohibited from receipt at the applicable Disposal Site by state, federal or local law, regulation, rule, code, ordinance, order, license, permit or permit condition; (b) is or contains Hazardous Waste as defined below; (c) WMA reasonably believes would, as a result of or upon disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions applicable to the Disposal Site; or (d) WMA reasonably believes would present a significant risk to human health or the environment, or otherwise create or expose WMA or City to potential liability.

1.12 "**Hazardous Waste**" shall mean waste that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" or "dangerous waste," pursuant to any state or federal law and waste containing any substance or material defined, regulated or listed (directly or by reference) as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic waste," pollutants or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to federal, state or local laws, but shall not include any Special Waste as defined below.

1.13 "**Recyclable**" or "**Recyclables**" means a material or group of materials that can be processed into a form suitable for reuse through reprocessing or remanufacture. However, Recyclables shall not be classified as such if commingled with materials that contain twenty five percent (25%) or more of non-recyclable. The initial list of Recyclables is identified as Recyclables in Exhibit A. WMA may add materials to the list of Recyclables at its discretion.

1.14 "**Previous Agreement**" means the WMA and City's Solid Waste Disposal Agreement entered into July 1, 2002, (LCON # 04002) and any amendments.

1.15 "**Sewage Sludge**" means solid, semisolid or liquid residue that is generated during the treatment of domestic sewage in a treatment works. Sewage Sludge includes domestic septage, scum or solids that are removed in primary, secondary or advanced wastewater treatment processes, and any material derived from sewage sludge. It does not include ash that is generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings that are generated during preliminary treatment of domestic sewage in a treatment works.

1.16 "**Solid Waste**" shall mean any and all putrescible and non-putrescible solid and semi-solid waste, including garbage, refuse or rubbish resulting from residential, industrial, commercial, community and municipal activities, including, but not limited to, demolition and construction wastes, food and beverage containers, paper, rubbish, ashes, vehicle parts, discarded home appliances, yardwaste (including grass clippings), vegetable wastes and Sewage Sludge.

1.17 "**Special Waste**" shall mean Solid Waste that is bulky or may require special handling at the Disposal Site, including, without limitation, tires, white goods, appliances, and batteries.

1.18 "**Unacceptable Material**" shall mean that portion of the material included in a delivery of source-separated or commingled Recyclables that is not a Recyclable up to 25%. A partial listing of Unacceptable Material is set forth in Exhibit A.

1.19 "**Uncontrollable Circumstances**" shall mean Acts of God including landslides, lightning, unforeseeable storms, floods not in floodplain, unforeseeable freezing, and earthquakes; forest fires; civil disturbances; strikes; lockouts or other industrial disturbances; acts

of the public enemy other than WMA employees; wars; pandemic outbreaks; blockades; public riots; unforeseeable breakage; explosions; negligent accident to machinery, pipelines or materials; power failure; governmental restraint; damage to or destruction of the Disposal Site as a result of events such as those described herein not caused by acts of WMA.

2. **DELIVERY OF ACCEPTABLE WASTE, RECYCLABLES AND SEWAGE SLUDGE.** Beginning on the Effective Date, and throughout the term of this Agreement, City shall cause to be delivered to the Disposal Sites, and WMA shall accept for disposal or recycling, the "Designated Materials". Nothing herein shall prevent any owner, occupant or tenant of residential premises within the area of City from personally handling, hauling, or transporting Acceptable Waste or Recyclables generated by or from his/her own residence for the purpose of disposing of the same at any authorized disposal area or transfer station. If the City contracts out the collection of Acceptable Waste or Recyclables from single family residential premises (e.g., exclusive or non-exclusive collection franchise), a minimum of 90% of such Acceptable Waste and 6,000 tons per year of such Recyclables shall be delivered to and accepted at a Disposal Site. The rates charged to the City hereunder shall also apply to the City's contract collector(s).

WMA will notify the City if the list of Recyclables set forth in Exhibit A can be expanded to include additional types of material. Furthermore, if WMA becomes aware of ways in which the City could improve its Solid Waste diversion, WMA will offer consulting assistance, at no charge to the City~~,~~ and in implementing such improvements.

3. **WMA COMPENSATION**.

3.1 Base Rates. WMA shall charge City, and City shall pay to WMA for disposal services, the following initial disposal rates:

a. Acceptable Waste:
   i. Deer Valley Transfer Station: $23.06 per ton
   ii. Northwest Regional Landfill: $18.39 per ton

b. Special Waste:
   i. Northwest Regional Landfill: The lower of the posted gate rate (between Deer Valley Transfer Station and Northwest Regional Landfill) for such waste as of the date of disposal.

c. Sewage Sludge:
   i. Deer Valley Transfer Station: The Acceptable Waste Base Rate
   ii. Northwest Regional Landfill: The Acceptable Waste Base Rate minus $1.00/ton

d. Current Fuel Surcharge $1.22

The Base Rates includes all federal, state and local taxes, fees and assessments levied on or applicable to the disposal of solid waste as of the Effective Date. In charging the Base Rate hereunder, WMA shall determine the tonnage of Acceptable Waste by weighing the City's vehicles at the Disposal Site.

3.2 Fuel Surcharge and CPI Adjustments. On or before each November 30 during the term of this Agreement, WMA will provide written notification to the City of any annual Fuel Surcharge adjustment and/or biannual CPI adjustment that will become effective the following July 1 (the "**Adjustment Date**"). Failure of WMA to provide timely notice as provided for in this section shall not relieve the City of any of its obligations under the Agreement, but shall act to only delay such obligations until notice is given.

3.2.1 Fuel Surcharge. In addition to the Base Rate, as part of the compensation payable by the City to WMA for disposal services at Deer Valley Transfer Station, City shall pay WMA a Fuel Surcharge to account for fluctuations in diesel fuel prices. The fuel surcharge shall not apply to disposal services provided to the City at Northwest Regional Landfill.

Calculation of the initial Fuel Surcharge is based on a base Fuel Price of $1.29. On each July 1 during this Agreement, the Fuel Surcharge will be adjusted based on the immediately preceding twelve-month period ending June 30. The amount of the adjustment shall be calculated by:

(a) Subtracting the base Fuel Price ($1.29) from the Average Fuel Price (as defined below) for the preceding twelve-month period ending June 30; and

(b) Multiplying the result by a fuel factor of 0.81 to produce the new Fuel Surcharge.

As used herein, "Average Fuel Price" means the average monthly diesel fuel price, as published by the U.S. Department of Energy: http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp. (See U.S. No 2 Diesel Retail Prices by All Sellers (Cents per Gallon) at the historical data worksheet titled, "Data 2-M Diesel Prices – All Types.")

For example, before November 30, 2010, WMA would have subtracted the base Fuel Price ($1.29) from the Average Fuel Price for the twelve months ending June 30, 2011 (assume $2.80), and multiplied the difference ($1.51) by the fuel factor (0.81) to determine the Fuel Surcharge (equal to $1.22 /ton) that would have been effective July 1, 2011.

In the event the Average Fuel Price for the applicable preceding twelve-month period ending June 30th is less than the base Fuel Price, the Fuel Surcharge will be zero ($0.00) for the applicable following year period.

3.2.2 CPI Adjustment. Bi-annually (on every other Adjustment Date), commencing with the July 1, 2012 Adjustment Date, the then-current Base Rates, as adjusted under this Section 3, shall be automatically adjusted by the average percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) West Region, 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics ("**BLS**"). Both parties will agree to refer to the BLS Internet Site (http://stats.bls.gov/cpi/) or other agreed upon BLS source to calculate the CPI-adjusted Base Rate hereunder as follows: find the average West Region CPI-U HALF 1 published for the two years immediately preceding the Adjustment Date (the "first period"), and divide by the average of the West Region CPI-U HALF 1 published for the two-

years prior to the "first period." The resulting quotient would then be multiplied by the existing Base Rates to calculate the new Base Rates for the next two-year period. This method of calculation will then be used for review of rate adjustment for each future biennial review. If there is no positive increase in the CPI average, there will be no change to the Base Rates for any following adjustment period until the next biennial review. The rate adjustment under this section 3.2.2 shall go into effect during the first billing cycle for the month of July, following the new Base Rate calculation.

Example:

For example, the modified methodology to determine the New Base Rate effective July 1, 2012, utilizing a fictitious figure of $25.00 for the Base Rate, is as follows:

CPI HALF 1 Average 2008 = 219.016
CPI HALF 1 Average 2009 = 217.786
Average CPI for "first period" = 218.401

CPI HALF 1 Average 2010 = 220.790
CPI HALF 1 Average 2011 = 226.428
Average CPI for this example "prior" period = 223.609

Divide 223.609/218.401 = 1.024 x $25.00 = $25.60 (Fictitious New Base Rate)
.

3.3 Other Rate Adjustments. WMA may increase the Base Rates to posted gate rates in the event City fails to deliver to the Disposal Site all Designated Material. WMA may also increase the Base Rates to reflect WMA's actual increased costs due to changes in federal, state or local laws, statutes, rules, regulations, ordinances or permit conditions occurring after the Effective Date, except when permit conditions change as a result of WMA actions. WMA may also increase the Base Rates for any tax, tariff, fee, assessment or other charge levied or assessed by a governmental authority on the storage, handling, transportation or disposal of solid waste after the Effective Date. WMA may also increase the Base Rate for actual increased costs resulting from Uncontrollable Circumstances as defined in Section 10. All rate adjustments under this Section 3.3 shall be subject to mutual agreement and take effect upon 30 day written notice from WMA. The City, with good cause, may withhold this approval.

3.4 Omitted.

3.5 Payment. On a monthly basis during the term of this Agreement, WMA shall invoice City for City Acceptable Waste delivered to Disposal Facilities during the preceding month. The City shall pay the full amount of each invoice to WMA within thirty (30) days of the date of each invoice unless the City disputes an amount on the invoice. The City will pay any amounts not in dispute within the 30-day time frame. The City shall pay a late fee and service charge on all past due amounts, not in dispute, accruing from the date of receipt of the invoice at a rate of twelve percent (12%) per annum or, if less, the maximum rate allowed by law. On a monthly basis, WMA shall transmit a statement to the City detailing amounts due and paid by

the City during the preceding month.

3.6 Residential Drop-Off Rates. Upon presentation of evidence satisfactory to WMA that an individual is a resident of the City of Peoria, such individual will be permitted to dispose of residential waste at the same rate per ton as set forth in Section 3.1, subject to a $7.50 minimum charge per entry for disposal. Residential drop-off rates will be adjusted as per the CPI adjustment in section 3.2.2.

3.7 Omitted.

3.8 Recyclables Rebate. Each month, WMA shall pay the City a percentage of the total tonnage of City Recyclables (including commingled Unacceptable Material) received at the Disposal Sites multiplied by the Blended Rate (the "**Recycling Rebate**"). The "Blended Rate" is the sum of weighted average per ton sales prices of City Recyclables categories (e.g., cardboard, newspaper, etc.) and Unacceptable Material. At least once each month, WMA will perform an audit of City Recyclables and determine the percentage of each City Recyclable category of total City Recyclables and Unacceptable Material. When determining the weighted average per ton sales price of City Recyclables categories, WMA will calculate the average City Recyclables category percentages of the six previous City Recyclables audits and multiply such percentage by the actual price per ton at which the commodity category was sold.

The Recycling Rebate percentage will depend on the Blended Rate, as follows:

Blended Rate	Recycling Rebate percentage
$120 or less	14%
$120.01 to $130	18.5%
$130.01 to $150	23.5%
$150.01 to $180	27.5%
$180.01 and up	29.5%

The Recycling Rebate shall increase by $10.00 per ton for Recyclables delivered to Northwest Regional Landfill, as opposed to Deer Valley Transfer Station.

The following hypothetical illustrates how the Recycling Rebate is calculated:

Commodity Category[1]	Percentage of Total[2]	Price/ton[3]	Weighted Price
Cardboard	20%	$201.00	$40.20/ton
Newspaper	55%	$179.00	$98.45/ton
Mixed Paper	7%	$174.00	$12.18/ton
Aluminum	3%	$1,302.00	$39.06/ton
Unacceptable Material	15%	$0	$0

[1] There are other categories of commodities, but they were excluded for the sake of simplicity.
[2] This is a hypothetical average of six City Recyclables audits, wherein WMA calculates the percentage of each City Recyclable category of the total amount of City Recyclables received.
[3] These are hypothetical prices at which WMA sold City Recyclables.

Total	100%		
Blended Rate			$189.89/ton
Recycling Rebate/ton for Deer Valley		(29.5% of Blended Rate)	$56.02
Recycling Rebate/ton for Northwest		(29.5% + $10.00)	$66.02

4. **EXCLUDED WASTE; UNACCEPTABLE MATERIAL; INSPECTION, REJECTION**. Prior to delivery to the Disposal Site, the City shall inspect all Designated Material and shall remove any and all Excluded Waste. WMA shall have the right, but not the obligation, to inspect, analyze or test any material delivered by the City to a Disposal Facility. WMA shall have the right to reject, refuse or revoke acceptance of any delivered material if, in the opinion of WMA, such material or tender of delivery fails to conform to, or the City fails to comply with, the terms of this Agreement, including the delivery of waste meeting the definition of Acceptable Waste hereunder. However, if a delivery of Recyclables contains between 0% and 40% of Unacceptable Material (but no Excluded Material), WMA shall accept such delivery and endeavor to dispose of the Unacceptable Material as Acceptable Waste. In the event WMA, by notice to the City, rejects or revokes acceptance of waste or Recyclables hereunder, the City shall, at its sole cost, immediately remove or arrange to have the rejected material removed from WMA's control or property. If the rejected material is not removed within 24 hours from receipt of notice, WMA shall have the right and authority to handle and dispose of the rejected or Excluded Waste. The City shall reimburse WMA for any and all costs, damages and fines incurred as a result of or relating to City's tender or delivery of Excluded Waste or other failure to comply or conform to this Agreement, including, without limitation, costs of inspection, testing, analysis, handling and disposal of Excluded Waste. Title to, ownership of and liability for Excluded Waste shall at all times remain with the City.

5. **ADDITIONAL SERVICES**. In the event the City desires WMA to provide services in addition to the services provided for herein, the City and WMA shall negotiate in good faith the terms under which such services will be provided, including the compensation to be paid WMA to perform such additional services. Any such agreement to perform additional services shall be set forth in writing, signed by duly authorized personnel of each of the parties.

6. **COMPLIANCE WITH LAWS**. The City and WMA shall fully comply with all federal, state and local statutes, regulations, permits, approvals and restrictions, any legal entitlement and any other rule, regulation, requirement, guideline, permit, action, determination or order of any governmental body having jurisdiction, that is/are applicable to the collection, handling, transport, processing, storage or disposal of Solid Waste, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, building codes, non-discrimination and the payment of minimum wages.

7. TERM OF AGREEMENT. **The initial term of this Agreement shall be five (5) years, commencing on the Effective Date and ending at midnight on the day that is five (5)**

years later. This Agreement may be renewed for one (1) additional five (5) year period upon the mutual written agreement of the Parties

8. LIMITED LICENSE TO ENTER. City and its subcontractors shall have a limited license to enter the Disposal Sites for the sole purpose of off-loading Acceptable Waste and Recyclables at an area designated, and in the manner directed, by WMA. The City shall, and shall ensure that its subcontractors, comply with all rules and regulations of the Disposal Site, including those relating to the use and operation of the Disposal Site and conduct of persons on the premises of the Disposal Site, as the same may be amended by WMA from time to time. In the event of an accident at the disposal site, the City of Peoria will have the right to enter the property to take pictures, take a report and have a police officer respond if necessary.

9. TIME OF DELIVERY. The City shall be entitled to deliver Acceptable Waste to Deer Valley Transfer Station Monday through Saturday (excluding holidays) between the hours of 5:00 am and 5:00 pm, and Acceptable Waste and Recyclables Northwest Regional Landfill Monday through Friday (excluding holidays) between the hours of 7:00 am and 4:00 pm. Additional hours will be as authorized by WMA, with the posted off-hours premium being added to the otherwise applicable Disposal Rate. Resident drop-off hours will initially be between the hours of 7:00 am and 5:00 pm Monday through Friday and 7:00 am to 1:00 pm Saturday (excluding holidays) at both Disposal Sites, and the parties will mutually agree in writing to any changes in operational hours. The Disposal Sites will be closed for the holidays of New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. The hours of operation are subject to change upon the delivery of thirty (30) days' written notice to the City, provided the City concurs in writing with such change. The City will not withhold approval without good cause.

10. **UNCONTROLLABLE CIRCUMSTANCES**. Provided that the requirements of this Section are met, neither Party shall be considered in default in the performance of its obligations under this Agreement (not including the obligation to make payments) to the extent that such performance is prevented or impaired by the occurrence of Uncontrollable Circumstances. If, as a result of an event of Uncontrollable Circumstances, either Party is wholly or partially unable to meet its obligations under this Agreement, then it shall give the other Party prompt written notice of such event, describing it in reasonable detail. The obligations under this Agreement of the affected Party shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists; provided, however, that WMA shall have a reasonable time during which to assess the impacts caused by an event of Uncontrollable Circumstances and sole discretion to determine whether it will make repairs and resume all or part of the operations or whether it will terminate all operations at the Disposal Site.

11. **TERMINATION; DEFAULT**. Either Party shall have the right to terminate this Agreement upon giving the other Party written notice if the other Party (i) fails to make any payment required hereunder within ten (10) days after receiving notice of nonpayment from the non-defaulting Party, or (ii) breaches any of its representations and warranties set forth in Sections 13 or 14 below, or (iii) fails to comply with any federal, state or local laws, rules, orders or ordinances, or regulations that pertain to the collection, handling, storage, transportation, processing and/or disposal of the Acceptable Waste or Recyclables, or (iv) defaults in the performance of any other material obligation of the defaulting Party under this Agreement and fails to cure such default within thirty (30) days after receiving written notice thereof from the non-defaulting Party. In addition, WMA shall have the right to terminate this Agreement upon ninety (90) days' written notice to City if the laws, regulations or orders of any governmental body having jurisdiction over WMA prohibit WMA from operating a Disposal Site as contemplated in this Agreement.

12. **NO RIGHT TO TERMINATE WITHOUT CAUSE; LIQUIDATED DAMAGES**. Neither party shall have the right to terminate this Agreement except for cause as provided in Section 11. Notwithstanding the foregoing limitation on the right to terminate this Agreement, in the event the City elects to terminate this Agreement without cause during the initial term and the City provides not less than twelve months' notice thereof, the City agrees to pay WMA by no later than the termination date, as liquidated damages and not a penalty, an amount equal to the total amount billed to the City with respect to the most recent month prior to the termination date of which complete billings are available, multiplied by twelve; provided that if such notice of termination is given by the City during the first renewal term of this Agreement, the amount of liquidated damages shall be an amount equal to the total amount billed to the City with respect to the most recent month prior to the termination date of which complete billings are available, multiplied by three .

13. **WARRANTIES OF THE CITY**. The City warrants and represents that:

13.1 Waste delivered to Disposal Sites from the City or otherwise by the City or its agents or subcontractors shall conform to the definitions of Acceptable Waste or Recyclables, as set forth in Sections 1.1 and 1.12 of this Agreement, and shall not contain any Excluded Waste. Deliveries identified by the City as Recyclables shall contain no more than 40% Unacceptable Material and not contain any Excluded Waste;

13.2 The City shall establish and maintain a program of operating and monitoring procedures for its Solid Waste collection activities to prevent the transportation or delivery to the Disposal Sites of Excluded Waste and minimize the inclusion of Unacceptable Materials with Recyclables;

13.3 The City possesses the Equipment, plant and employee or subcontractor resources required

to meet its obligations required under this Agreement, and the Equipment shall, at all times relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for use;

13.4 The City shall, and shall cause any of its subcontractors to, collect, handle and transport all Solid Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; and

13.5 The City has advised its drivers and its transfer station operators of WMA's prohibition on delivery of Excluded Waste, limitations on acceptance of Unacceptable Material, of the definitions and listing of Hazardous Waste under applicable federal and state law and regulations and of the definitions of Acceptable Waste, Recyclables and Unacceptable Materials herein.

14. **WARRANTIES OF WMA**. WMA warrants and represents that:

14.1 It possesses the Equipment, plant and employee resources required to meet its obligations required under this Agreement, and the Equipment shall, at all times relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for use;

14.2 The Disposal Sites have been issued, and WMA will maintain throughout the term of this Agreement, all permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the Disposal Sites to accept, dispose of and/or recycle Acceptable Waste and Recyclables (Northwest only); and

14.3 It will handle and dispose of the Acceptable Waste and Recyclables in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations.

15. **INSURANCE**. WMA and City each warrants that it shall, and shall ensure that its subcontractors, secure and maintain in full force and effect throughout the term of this Agreement insurance coverage for commercial general liability (bodily injury and property damage), automobile liability and workers' compensation insurance with limits that are required by appropriate regulatory agencies or the following limits, whichever are greater: commercial general liability, $2,000,000 combined single limit per occurrence and aggregate; automobile liability, $2,000,000 combined single limit per occurrence and aggregate; workers' compensation, statutory limit; and pollution legal liability, $5,000,000 per occurrence, $10,000,000 aggregate.

16. INDEMNITY.

16.1 Indemnity. Each Party ("Indemnitor") shall defend, indemnify and hold harmless the other Party and its employees, officers, agents and subcontractors (collectively, "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys' fees (collectively, "Damages"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out as a result of personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent directly or indirectly caused by, or arising from or in connection with the breach of any representations and warranties of the Indemnitor set forth above, or any negligent actions or omissions of Indemnitor, its employees, officers, owners, directors, agents or subcontractors, in the performance of this Agreement. Such indemnity shall be limited to exclude Damages to the extent they arise as a result of any negligent actions or omissions of any of the Indemnitees. Notwithstanding the foregoing or anything else in this Agreement to the contrary, City shall be liable and shall defend, indemnify and hold harmless WMA for Damages (including, but not limited to, reasonable investigation and legal expenses) arising from, related to or caused by the presence, handling or disposal of Excluded Waste that is generated, received, handled, processed at, or transported or originating from, City's transfer station or otherwise from City.

16.2 Notice, Defense. In the event of any suit against any Indemnitee under this Section 16, the Indemnitor shall appear and defend such suit provided that the Indemnitor is notified in a timely manner of the suit. The Indemnitee shall have the right to approve counsel chosen by the Indemnitor to litigate such suit which approval shall not be unreasonably withheld. In the event a dispute exists over whether a Party is entitled to indemnification, each Party shall defend itself until the dispute is resolved. Upon resolution of the indemnification dispute, the prevailing Party shall be entitled to indemnification for its defense costs incurred prior to resolution.

16.3 Insurance. The indemnification obligation hereunder shall arise only in excess of any available and collectible insurance proceeds and the party indemnifying the other party shall be liable hereunder to pay only its share of the amount of Damages, if any, that exceeds the total amount that all insurance has paid for the Damages, plus the total amount of all deductible and self-insured expenses paid under all insurance policies.

17. **BINDING EFFECT, ASSIGNMENT**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns provided that the rights, obligations and duties of each Party as specified in this Agreement may not be transferred, assigned or otherwise vested in any other company, entity, or person without the prior written approval of the other Party which approval shall not be unreasonably withheld. Notwithstanding the foregoing, WMA may assign or transfer its rights and obligations hereunder to a subsidiary of WMA's parent company without seeking or obtaining the approval of the City.

18. **NOTICES**. All notices required under this Agreement shall be personally delivered or mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight carrier, or confirmed facsimile to the Parties' addresses on the signature page hereto, or to such other address as either Party shall specify by written notice so given. Any notice sent by mail in the manner set forth above shall be deemed given and received three (3) business days after the date deposited in the United States mail. Any notice or communication given by personal delivery or sent by overnight carrier or confirmed facsimile in the manner set forth above shall be deemed given upon receipt.

19. **NON-WAIVER**. The failure of either Party to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

20. WEIGHING OF ACCEPTABLE WASTE AND RECYCLABLES.

20.1 Calibration. WMA shall at all times maintain in proper working order the weighing devices at the facility and shall calibrate and re-calibrate such devices as needed and as required by the Arizona Department of Weights and Measures. Calibration records shall be available for inspection by the City of Peoria.

20.2 Tare Weight. Each vehicle delivering Acceptable Waste or Recyclables shall have a vehicle identification number permanently indicated and conspicuously displayed on the exterior of the vehicle which is readily visible by weigh scale operators. Peoria shall provide a certified tare weight for each such identified vehicle. Incoming Acceptable Waste and Recyclables shall be weighed. Weights shall then be recorded. From time to time, the parties may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. Peoria, at no extra cost, shall have the right to monitor the weighing of all vehicles delivering Acceptable Waste or Recyclables to the site. In the event the scales become temporarily inoperable, both parties shall agree to a weight delivered to the facility by using truck volume and historical data. Those estimates shall serve as official records for the duration of the scale outage.

THE FOLLOWING CITY OF PEORIA STANDARD TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE CONTRACT. IN THE EVENT OF CONFLICT BETWEEN THE AGREEMENT AND THE STANDARD TERMS AND CONDITIONS, THE PROVISIONS OF THE AGREEMENT WILL PREVAIL.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page , the Vendor certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

   This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the

contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code as of the date of this agreement.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Contract. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

16. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil

disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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

17. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

18. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

19. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

20. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere

receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

21. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

    a. Waive the non-conformance.

    b. Stop the work immediately.

    c. Bring material into compliance.

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

22. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

24. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

25. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

26. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

27. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

28. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or

any other person except with the prior written permission of the City.

29. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

30. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

31. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

32. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
33. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award .

34. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

35. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

THE FOLLOWING CITY OF PEORIA SPECIAL TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE CONTRACT. IN THE EVENT OF A CONFLICT BETWEEN THE AGREEMENT AND THE SPECIAL TERMS AND CONDITIONS, THE AGREEMENT WILL PREVAIL.

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Solid Waste Disposal Services.

2. **Authority:** This contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Contract Type:** Fixed Price

4. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.

5. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.

6. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.

7. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

8. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

10. **Independent Contractor:**

a. General

i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

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

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

c. Other Benefits

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

11. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained

in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

12. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

    Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

13. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

14. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

15. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

    a. The contractor provides material that does not meet the specifications of the contract;

    b. The contractor fails to adequately perform the services set forth in the specifications of the contract;

    c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

    d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

e. Cancel any contract;

f. Reserve all rights or claims to damage for breach of any covenants of the contract;

g. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

h. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

   i. Deduction from an unpaid balance;

   ii. Collection against the bid and/or performance bond, or;

   iii. Any combination of the above or any other remedies as provided by law.

IN WITNESS WHEREOF, WMA and the City have executed this Agreement as of the Effective Date written above.

WMA	CITY OF PEORIA, an Arizona municipal corporation
By: _____	By: _____ Carl Swenson
Its: _____	Its: ____City Manager_____
Date: _____	Date: _____
Address for Notice: Waste Management 1580 E. Elwood Phoenix, AZ 85040	Address for Notice: City of Peoria 8401 West Monroe Peoria, AZ 85345
	APPROVED AS TO FORM: _____ Stephen M. Kemp, City Attorney
	ATTESTED BY: _____ Wanda Nelson, City Clerk

Landfill Tipping Fee and Recycling Revenue Summary

December 20, 2011

Recycling Program Revenues

	Current Revenue			Proposed Revenue			Changes in Revenue	
	FY 2011 Tons	$/ Ton	Recycling Revenue	Estimated Tons	$/ Ton	Recycling Revenue		
Waste Management	N/A	N/A	$0	10,000	$56.00	$560,000	**$560,000**	
Phoenix	16,628	$31.67	$526,618	6,628	$50.00	$331,414	**($195,204)**	
Glendale	N/A	N/A	$0	N/A	0.00	N/A	**N/A**	
Total	**16,628**		**$526,618**	**16,628**		**$891,414**	**$364,796**	Additional revenue

Landfill Program Fees

	Current Fees			Proposed Fees			Changes in Fees	
	FY 2011 Tons	$/ Ton	Tipping Fee	Estimated Tons	$/ Ton	Tipping Fee		
Waste Management	68,545	$22.31	-$1,529,244	63,745	$22.31	($1,422,156)	**$107,088**	
Phoenix	N/A	N/A	$0	N/A	N/A	N/A	N/A	
Glendale	N/A	N/A	$0	4,800	$25.00	($120,000)	**($120,000)**	
Total	**68,545**		**($1,529,244)**	**68,545**		**($1,542,156)**	**($12,912)**	Direct Cost Increase[6]
						Net Change in Program costs	**$351,884**	Additional revenue

NOTES:

1. Phoenix Recycling rate is a blended rate which varies monthly
2. Waste Management Tipping Fee is $18.39 at the Northwest Regional Landfill
3. Waste Management Tipping Fee is $23.06 at the Deer Valley Transfer Station
4. Waste Management has a $1.22 Fuel surcharge for Deer Valley Transfer Station
5. Glendale's Recycling Facility does not accept glass
6. Direct Costs only reflect costs related to Landfill fees. Additional savings will be relaized due reduced operational costs

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 15R

Date Prepared: November 29, 2011

Council Meeting Date: January 3, 2012

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning & Community Development Director

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

SUBJECT: 2011 Historic Preservation Master Plan

Purpose:

This is a request for the City Council to approve and adopt the attached Resolution establishing the updated Historic Preservation Master Plan as the guiding document for the City's historic preservation program.

Background/Summary:

The City's first (and current) Historic Preservation Master Plan was approved by the City Council in 2005. Many of the initial goals have since been achieved and the City's historic preservation program has further developed and expanded. As a result, an update of the plan was undertaken, reflecting other adopted plans including the City's General Plan, the Zoning Ordinance, and the 2009 Old Town Peoria Revitalization Plan. Changes to the plan include the following: (a) reorganization of the chapters and topics within them; and (b) expanded description of the pre-history and history of Peoria and the surrounding area; and (c) revision and expansion of the historic preservation program goals to account for what Peoria has accomplished since the original 2005 plan.

The update also incorporates significant feedback provided by the Historic Preservation Commission. The Historic Preservation Commission offered feedback during the development of the plan both through individual review and suggestions, as well as through formal discussion at several commission meetings. The updated Historic Preservation Master Plan will serve as a more robust document to guide historic preservation efforts in Peoria for years to come.

Previous Actions:

On November 9, 2011 the Historic Preservation Commission recommended approval of the updated Historic Preservation Master Plan.

Options:

A: Adopt the attached resolution approving the updated Historic Preservation Master Plan.
B: Do not adopt the attached resolution, and keep the existing Historic Preservation Master Plan in effect.
C: Remand to the Historic Preservation Commission for further consideration.

Staff's Recommendation:

Adopt the attached resolution approving the updated Historic Preservation Master Plan and establishing it the as the guiding document for the City's historic preservation program.

Fiscal Analysis:

It is not anticipated that this request will generate any direct budgetary impacts at this time. The implementation of individual goals and policies addressed within the plan may require future budget resources.

Narrative:

No further action would be necessary should the City Council take action to adopt this plan.

Exhibit(s):

Exhibit 1: November 9, 2011 Historic Preservation Commission Staff Report
Exhibit 2: Draft Resolution

Contact Name and Number: Melissa Sigmund, Planner, x 7603

Planning & Community Development Department

Historic Preservation

MEMORANDUM

DATE: November 9, 2011

TO: Historic Preservation Commission

FROM: Melissa Sigmund, Planner

RE: Historic Preservation Master Plan Update

ITEM NUMBER: 5R

BACKGROUND:

Peoria's original Historic Preservation Master Plan was adopted by the City Council in August 2005. Since completion of the 2005 plan, the City's historic preservation program has matured and an update of the plan is necessary in order to reflect the City's current goals and expectations for historic preservation. Over the course of the past year and a half, staff has developed a revised plan incorporating feedback and assistance received from the Commission.

DISCUSSION:

Proposed changes to the plan include: (a) reorganization of the chapters and topics within them; and (b) expanded description of the pre-history and history of the area; and (c) revision and expansion of the historic preservation program goals in order to build on the City's accomplishments since the original 2005 plan.

Upon receipt of a favorable recommendation from Historic Preservation Commission, the plan update would then move forward for adoption by the City Council.

RECOMMENDATION:

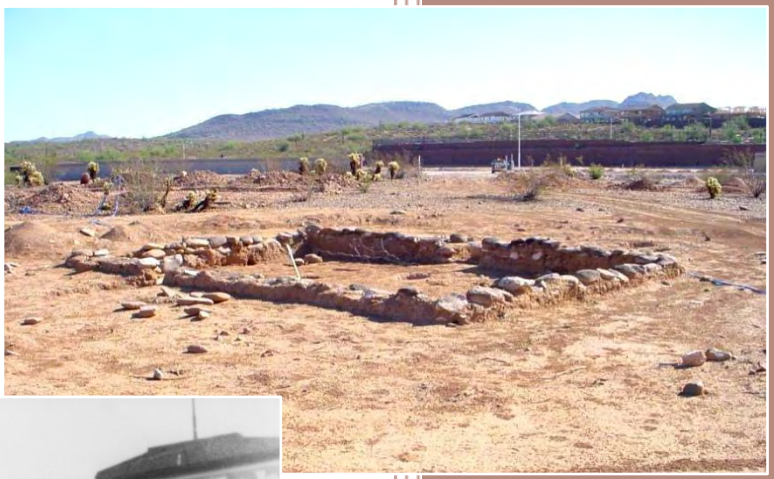
Recommend approval of the updated 2011 Historic Preservation Master Plan to City Council.

ATTACHMENTS:

Exhibit A 2011 City of Peoria Historic Preservation Master Plan

City of Peoria

Historic Preservation Master Plan



2011

CITY OF PEORIA

Historic Preservation Master Plan

CITY COUNCIL

Bob Barrett, Mayor
Cathy Carlat , Vice Mayor
Ron Aames
Joan Evans
Carlo Leone
Dave Pearson
Tony Rivero

HISTORIC PRESERVATION COMMISSION

Shelby Duplessis, Chair
Karen Garbe, Vice Chair
Mike Fusco, Secretary
Priscilla Cook
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Harold McKisson
Steve Poe
Mark Hackbarth (former)

PLANNING AND ZONING COMMISSION

Bill Louis , Chair
Nancy Goldman , Vice Chair
Leigh Strickman, Secretary
Greg Loper
Charles J. Marr
Veda McFarland

Gene Sweeney

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CHAPTER 1: INTRODUCTION

SUMMARY OF THIS PLAN

The Historic Preservation Master Plan is intended to serve as a guiding document for future historic preservation projects and programs in the City. It includes a description of Peoria's prehistoric inhabitation as well as its modern settlement. The plan also identifies the current regulatory context that will influence historic preservation projects and programs and clarifies the City's existing historic preservation regulatory processes. Most importantly, the plan details the City's historic preservation goals and recommends the implementation of specific policies and actions for achieving those goals.

HISTORIC PRESERVATION IN PEORIA

Beginnings

The Peoria Arizona Historical Society was formed in 1990 by a small group of residents seeking to preserve the buildings and artifacts that are reminders of Peoria's past. In the twenty years since its founding, the Historical Society has established a museum to house its growing collection of artifacts. The society also provided assistance for the City's first Historic Resource Survey in 1997, which covered the area of the original town plat.

PEORIA ARIZONA HISTORICAL SOCIETY MUSEUM

City Council Ordinances

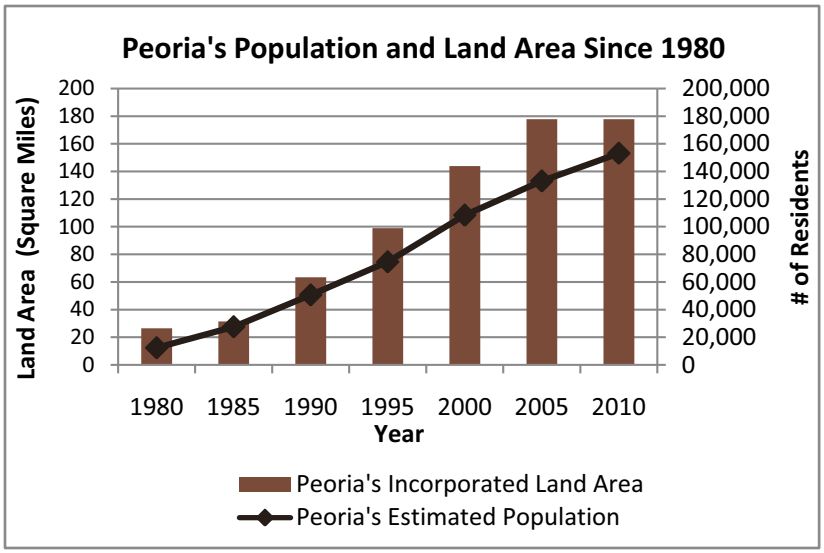
In 2002, the Peoria City Council passed several ordinances (Ordinances 02-59, 02-72, and 02-97) that laid the foundation for the City to become more directly involved with the preservation of local heritage. Through these ordinances, the Historic Preservation Commission was established and the Zoning Ordinance was updated to authorize the designation and protection of local historic landmarks and districts. Since its inception, the Commission has undertaken a variety of tasks including the adoption of the City's first Historic Preservation Plan in 2005. The Commission has also recommended several buildings for designation as local landmarks, all of which have been approved by the City Council.

Certified Local Government Designation

In 2004, after several years of actively supporting historic preservation, the City sought and received designation by the State Historic Preservation Office as a Certified Local Government (CLG). As a CLG, the City of Peoria must maintain the Historic Preservation Commission and is responsible for handling several types of historic preservation activities. Peoria's CLG responsibilities are described in Chapter 3.

Public outreach and education have also been a part of the City's historic preservation program through efforts such as the publication of informational brochures and the civic engagement component of the City's Old Town Peoria Revitalization Plan.

Looking Forward



As the City has rapidly grown in both land area and population, historic preservation has become an ever more timely issue. Regional population growth has placed increasing development pressure on desert areas that hold a wealth of archaeological resources, and that until recently, were largely untouched by modern agriculture or development. Annexations have expanded the City's boundaries northward to encompass many of these areas, providing opportunities for the City to manage future development and the conservation of natural and cultural resources. At the same time, some of Peoria's historic buildings have fallen into disrepair or have been altered in ways that detract from their historic character. Together, these factors will influence Peoria's future historic preservation plans, policies, and actions.

Peoria's cultural resources are very diverse, ranging from Native American sites estimated to be over 1,000 years old to post-World War II-era buildings. These diverse types of resources will require different strategies for effective preservation. Some resources, such as historic buildings in the Old Town area, may be best preserved through reuse for purposes other than they were originally constructed (adaptive reuse); while other resources such as prehistoric archaeological sites may be best suited for incorporation in passive recreation areas. These and other approaches will need to be explored as the City pursues the preservation of specific resources. The City has recognized the importance of preserving Peoria's cultural resources through goals set forth in the City's General Plan. This Historic Preservation Master Plan provides detailed strategies for achieving the broad preservation goals set forth in the General Plan and it identifies the processes and ordinances associated with the regulation of historic resources in Peoria.

HISTORIC CONTEXT

Ancient Inhabitants

The prehistoric record of Peoria begins primarily with the Hohokam, the indigenous people who inhabited the Salt River Valley about AD 500 – 1450, although the area was inhabited as early as 10,000 B.C. The Hohokam created an elaborate irrigation system along the Salt River, the New River and the Agua Fria River before their population appears to have dwindled and disappeared.

Hundreds of years later, it would again be irrigation and the promise of plentiful water for farming, this time from the Arizona Canal, which would draw settlers to the area.

Modern Peoria's Beginnings

The modern-day City of Peoria began near the current intersection Peoria Avenue and Grand Avenue. The original town site was officially platted in 1897, and the early center of Peoria would begin to form on the south side of Grand Avenue where some of the earliest businesses and residences were constructed. However, most of Peoria's early settlers actually lived outside of the town, spread out on large tracts of agricultural land. The young town was well served by its location along Grand Avenue, as a railroad line soon paralleled this major roadway, allowing for goods and people to flow into the town, and for the agricultural products of the area to make their way to larger markets.

THE ORIGINAL PLAT OF PEORIA

Despite its location near Grand Avenue and the Santa Fe railroad spur line, day-to-day living conditions in the Peoria area were harsh and the little town grew slowly. There was not a lot of money to invest in elaborate, professionally designed homes and businesses. As a result, most of the buildings constructed in the area at the turn of the century did not have high architectural value or the durability to withstand years of harsh Arizona summers. The majority of the commercial buildings in Peoria that did survive the first decade of the twentieth century were destroyed by a fire in 1917 that consumed the business district along Washington Street, east of present-day 83rd Avenue.

Unlike Peoria's early commercial buildings, most of its prominent dwellings from the same era were dispersed, built on farms scattered around the settlement away from the center of the community. Many have long since been torn down to make way for new development. Consequently, not many pre-world-war two era homes have survived to form a significant architectural context. Today, what remains of Peoria's early heritage is contained in a small number of buildings and structures. A more detailed account of Peoria's past and its historic resources is provided in Chapter 3, including a description of Peoria's prehistoric inhabitants.

CHAPTER 2: REGULATORY FRAMEWORK

FEDERAL ACTIONS

Historic and archaeological preservation are important to the nation as a whole, having been found to be in the national interest by the United States Congress. Federal legislation regarding historic preservation dates back to the early 1900's and includes the 1906 Antiquities Act (PL 59-209), 1935 Historic Sites Act (PL 74-292), 1966 National Historic Preservation Act (NHPA) (PL 89-665), 1969 National Environmental Policy Act (PL 91-190), 1979 Archaeological Resources Protection Act (PL 96-95), and 1990 Native American Graves Protection and Repatriation Act (PL 101-601). The federal government has encouraged states and municipalities to identify properties significant to their communities and list them on local registers. The federal government has also established a grants program to support local efforts for historic preservation.

Federal law and authorities are derived from both congressional action and judicial review. Federal legislation first addressed historic preservation through the Antiquities Act of 1906, which identified preservation of ruins and archaeological sites as a national policy. The NHPA, as amended, added historic buildings and sites to the policy and provided for a formal organization and funding of preservation activities at the federal, state, and local political levels. The Act created the National Register of Historic Places, as well as the authorization for State Historic Preservation Offices and Certified Local Government program.

Section 106 of NHPA requires federal agencies to take into account the historic preservation impacts of any project that requires federal licensing or funding, or which is located on federal lands. Such projects are reviewed for potential impacts to properties listed or eligible for inclusion on the National Register of Historic Places. As a Certified Local Government, the City has been delegated the authority to comment on the impacts of such projects within its jurisdiction.

The NHPA also established a funding source to assist in the preservation of historic resources. This funding is disbursed through several mechanisms, including matching grants administered by the State Historic Preservation Offices that transfer funding to local municipalities. The federal government also offers tax credit incentives to property owners for the rehabilitation of income producing properties.

Important court cases have supported historic preservation, including Penn Central Transportation Company v. City of New York (1978) (438 U.S. 104) which specifically upheld historic preservation and landmark designation as a legitimate exercise of government power over private property and maintained that it is not considered a taking of private property.

ARIZONA STATE INVOLVEMENT

State laws regarding historic preservation have followed federal legislation and leadership. Historic preservation in Arizona uses zoning as the mechanism for identifying and preserving historic properties. Arizona state law provides municipalities with the means to establish historic districts as a part of their role in protecting public health, safety, and welfare (ARS §9-462.01(A) 10). Additionally, in ARS § 41-511

et seq. the legislature located the State Historic Preservation Program in the State Parks Department under the oversight of the State Parks Board and established the position of State Historic Preservation Officer (SHPO) as an employee of the board. In 1990, under ARS § 41-844 and § 41-865 Arizona passed emergency legislation to protect burial sites in the state, similar to the Federal 1990 Native American Grave and Repatriation Act. The State of Arizona also participates in the federally authorized Certified Local Government program. ARS 42-12101 et seq. provides for a property tax reduction for certain historic properties and gives authority to the SHPO to review and approve properties for this reduction.

Proposition 207

Arizona Proposition 207 was a ballot initiative approved in 2006 that entitles a property owner to compensation if government regulations result in a decrease in their property's value. As a result of Proposition 207, almost every land use decision made by the City after the effective date of that new law, including historic preservation zoning overlays and protections, subjects the City to the risk of litigation and expenses for "regulatory takings," even when the land use decision is requested by a citizen. As a result, it has become precarious for Arizona municipalities to create historic districts or landmarks through the zoning process unless all of the affected property owners consent to the change and waive their rights under Proposition 207.

CITY OF PEORIA EFFORTS

The City has adopted several ordinances (Ord. 02-59, Ord. 02-72, Ord. 02-97) that recognize the value of Historic Preservation in Peoria. The City Code and Zoning Ordinance were amended to create the Historic Preservation Commission and to authorize the institution of a Historic Preservation Overlay Zoning District. This zoning overlay is used to identify and protect properties and districts that have been deemed historically significant.

The Historic Preservation Commission was created to review and advise the City Council on matters of Historic and Archaeological Preservation in the City and has the authority to recommend that the City Council list nominated properties on the Peoria Register of Historic Places and to place historic preservation overlay zoning on them. The commission also has review authority over construction and rehabilitation activities involving properties listed on the Register.

The City has also entered into an Intergovernmental Agreement with the State Parks Department to become a Certified Local Government (CLG). This action teams the City and the State on important historical and archaeological policies. It also entitles the City to apply for federal grant monies made available through the State Historical Preservation Office.

In February 2010, Peoria was designated as a Preserve America Community. Preserve America is a federal program that encourages and supports community efforts to preserve and enjoy America's cultural and natural heritage. The designation provided national recognition of Peoria's commitment to promoting and preserving its heritage.

CLG RESPONSIBILITIES

Certified Local Governments oversee development activities that involve designated historic or archaeological resources. As a CLG, the City reviews the studies, surveys, and site

monitoring/preservation efforts (including data recovery activities), conducted within the City limits that document historic resources. This includes review of reports and mitigation recommendations generated because of Section 106 of the National Historic Preservation Act, i.e. "Section 106 reviews."

Historic Resource Surveys

Since becoming a CLG, the City has carried out its responsibility to maintain a system for the survey and inventory of historic resources within Peoria. In 2006, the City completed an update to the original 1997 Peoria Historic Resource Survey. Through the survey process, over 100 individual properties in the original Peoria town site have been investigated and inventoried. A number of these resources were identified as being potentially eligible for listing on the local Peoria Register of Historic Places, and/or the State and National Registers of Historic Places. Copies of these surveys are available at the Planning Division Office and on the City's website at www.peoriaaz.gov/historicpreservation.

Surveys play an important role in expanding the local Historic Register. Properties that have been surveyed and found to be historically significant may be nominated to the Peoria Register as local landmarks and neighborhoods containing a significant number of landmarks and/or supporting resources may be nominated as local historical districts. The City may periodically perform additional surveys in order to build and update the inventory of the City's historic resources.

The Historic Preservation Commission reviews and certifies individual historic resource surveys conducted within the City of Peoria. Surveys will be assessed for adherence to guidelines established by the Commission to ensure compatibility with State and National Register requirements. City staff maintains records of accepted surveys. The results of historic resource surveys form the basis for all Peoria Register listings.

Historic Designation

The Historic Preservation Commission provides recommendations for properties nominated for listing on the Peoria, State, and National Registers of Historic Places. As a CLG, the City is entitled to comment on National Register nominations for properties within its boundaries. The Planning and Zoning Commission also provides recommendations to the City Council on historic preservation overlay zoning, which protects properties from being altered in ways that diminish their historic significance. The City Council makes final determinations on the status of properties nominated for listing on the Peoria Register of Historic Places and for historic preservation overlay zoning. The nomination process for the Peoria Register of Historic Places is described in more detail in Chapter 5.

Review of Proposed Construction Activity

The City may request a survey prior to construction activity or other actions that involve properties that may have historic and/or archaeological significance. The Historic Preservation Commission will review survey reports that discover properties that may be eligible for inclusion on the Peoria Register of Historic Places. New construction or rehabilitation work proposed within a local historic district or on an individual local landmark must be reviewed by the Historic Preservation Commission and receive a Certificate of Appropriateness from the commission before work may begin. In its reviews, the commission follows the standards established by the Secretary of Interior, so that each structure or site reviewed is held to the same standards. Such projects then follow all other applicable development processes.

CHAPTER 3: HISTORY OF PEORIA

THE HISTORICAL AND ARCHITECTURAL CONTEXT

It is important to understand the history of Peoria in order to establish the historic contexts, or stories, of the area. Once historic patterns of development and activity are identified, they provide guidance for identifying the places and things that are important to Peoria's heritage. This directs the search for areas that merit further study through survey, areas that may yield potential landmarks and districts.

Pre-historic archaeological sites occur mostly along the New River and the Agua Fria River, which run north to south through Peoria, primarily in the City's northern undeveloped reaches. Occasionally sites will be discovered in the urbanized parts of Peoria as redevelopment takes place and evidence is uncovered as part of the normal course of construction. Historic-era sites and artifacts are mostly present in the urbanized southern area of the city, predominantly in the area of the original platted town site.

EARLY INHABITANTS

Peoria's early history (before European contact) is primarily concerned with the settlements and activities of the Hohokam, although other cultural groups have also traveled through the area or used the area for temporary settlements. Archaic sites predating the Hohokam have been found within Peoria and other municipalities and there is strong evidence that following the age of the Hohokam, the ancestors of the Yavapai-Prescott tribe used the area south of the Bradshaw Mountains. There are also "trincheras" sites on small hills in north Peoria and other evidence of late Hohokam use of the area.

Pre-historic archaeological sites have been discovered in Peoria dating from the Middle Archaic period through Hohokam and protohistoric Yavapai occupations. Sites are found in fertile river valleys and xeric uplands of central Arizona. The largest sites tend to be Hohokam villages that have been discovered along all major rivers. The name Hohokam has several plausible meanings but the one most accepted is "those who vanished". The Hohokam lived in the Phoenix Basin from approximately A.D. 500–1400. Many of their customs, recreational activities, and technologies would suggest that they traded or otherwise had links with civilizations in Mexico.

10,000 B.C.

As early as 10,000 B.C. small groups of mobile hunters and gatherers called Paleo-Indians passed through the New River area of what would later become Peoria. Spear points dating to this period (10,000–8,000 B.C.) have been found in northern Peoria and attest to brief use of the area by groups searching for game and collecting plants for food.

The Archaic Period (8,000 B.C – A.D. 1)

The period from 8,000 B.C. to A.D. 1 is divided into the Early, Middle, and Late Archaic. The addition and modification of ground stone tools identifies the Archaic populations as foragers that increasingly relied on plant resources. Dart points were used for hunting, but the variety of shapes and styles indicate populations became more specialized, and possibly inhabited smaller areas as the population size increased. Lifestyles during the Early and Middle periods were based on a seasonal round of hunting small game and collecting plant resources across a large portion of the state. Tools used at this time

were made of stone, wood, and plant and animal fibers, most of which has decayed leaving only stone artifacts as the witness to their passing. A house dating to the Early Archaic Period has been found near the confluence of the Salt and Agua Fria rivers and evidence of the Middle Archaic Period has been found at the same river confluence and near springs in the uplands.

The beginnings of agriculture and pottery manufacture appeared during the Late Archaic. The change from a mobile hunting and gathering economy to a semi-sedentary maize-agricultural lifestyle developed slowly. Around 1500 B.C. Late Archaic populations began to build substantial houses at villages where agriculture was possible, mainly in southern Arizona. Seasonal use of these villages allowed some people to collect plant food and hunt while other groups devoted more time to planting crops near the rivers. Although rare, Late Archaic sites have been found in the Phoenix Basin along rivers and near springs in the mountains.

The Early Formative Era (A.D. 1–500)

People living during the Early Formative period (A.D. 1–500) divided their time between two locations every year. Some sites were established along the Salt River, and probably the New and Agua Fria rivers as well. These small farmsteads were used while they planted crops in the spring and summer along the rivers. Their second homes were in the uplands where they collected grass seeds, cholla, and cactus fruits as they ripened. The change to more permanent settlement was accompanied by development of thin, undecorated ceramics to store seeds. House construction became more substantial as people continued to live in the same locations year after year. Population densities at each site were low, probably never exceeding 50 people at one site. Artifacts used by these people include stone, ceramic, wood, and other perishable materials.

The Formative Era (A.D. 500–1450)

The Formative Era is associated with the people known as the Hohokam. Despite the archaeologist's use of a single name for these people, the prehistoric population had internal divisions, probably based on where they lived. For almost a thousand years, the Hohokam survived in the harsh desert by adapting to the resources available in a particular location and by growing domesticated plants, such as corn, beans, squash, cotton, tobacco, agave, and grasses.

Hohokam sites have been identified throughout northern Peoria along the New River and Agua Fria River systems. The largest discovery that has been excavated to date is the Palo Verde Ruin located in northeast Peoria; an even larger complex of habitation sites is located on the Agua Fria River. Many smaller sites surrounding the habitations provide information about how the Hohokam organized their society and work activities. Hohokam houses from before around A.D. 1150 (before the Classic Period), were built of wattle and daub, and were set in shallow pits. Later occupations created surface rooms built of adobe or stone. Pits and refuse mounds have been found in Peoria at the larger settlement sites. After the mid-1400's, the sites were abandoned and the people vanished, leaving few clues as to where they had gone or what had contributed to the demise of such a vibrant civilization.

The Hohokam people were particularly adept at farming and using irrigation canals to expand the amount of arable land. The irrigation canals that Hohokam farmers dug using basic rock implements to water their fields enabled them to grow two crops a year, one in the spring when melted winter snow swelled the river, and another in late summer when heavy rains fell. Their crops included corn, tobacco, beans, squash, cotton, amaranth (for grain and dye), barley, and chenopods, a family of plants that

includes spinach and beets. Hohokam farmers used mats of woven fiber to control water flows in the canals. Water delivered in main canals was sent into secondary distribution canals before reaching field laterals where it was divert to individual plots of land.

Red and buff-colored pottery, decorated with animal or figure designs, was produced in Hohokam workshops along the Gila River, from which it was traded across Arizona. Designs on Hohokam ceramics, shell, stone, and textiles were sometimes influenced by artists of Mexican civilizations. Interaction with other cultural groups in the Southwest can be traced through the exchange of shell, copper, minerals, ground stone, and decorated pottery.

The Hohokam created beautiful works of art, including acid-etched shells; marine shell was obtained through trade from the Gulf of California and with west coast tribes. The Hohokam painted pitch onto shells in an abstract design or the shape of an animal. They then soaked the shell in a weak acid solution, which ate away the unpainted shell surface, leaving a raised design underneath the pitch (Herold, 1986).

The Pioneer Period (A.D. 500 – 750)

Population levels remained low during the earliest division of the Hohokam, known as the Pioneer Period. People lived in small family-based farmsteads scattered along the Salt and Agua Fria rivers and probably sent small groups of people into the surrounding hills to collect plant resources. Ceramics are the most identifiable artifact class left at these early sites; pottery types are plain undecorated wares and some vessels decorated with red paint on gray vessels or vessels with a solid red color, called redware. Irrigation canals were dug to bring water from the rivers to fields on the floodplain. Clay was used to create figurines that may represent ancestors or be fertility icons.

The Colonial Period (A.D. 750–950)

HOHOKAM BALL COURT IN NORTHERN PEORIA

The Colonial Period was a time of rapid population growth and expansion along multiple rivers for the Hohokam. Residential sites along the New and Agua Fria rivers become larger and more common than any earlier periods. Farms expanded and the irrigation system became more complex as canals brought water to terraces above the floodplain. Ceramics were decorated with red paint on a buff-colored vessel, often with geometric or stylized life forms that covered nearly the entire vessel The growing population lived in hamlets and small villages where multiple households worked together to produce necessities and surplus goods for trade. An extensive network of trade was developed that reached as far as California and Mexico to bring rare goods to Peoria. Trade goods were exchanged at large villages in conjunction with ball court activities. Ball courts were used to play a game that solidified a sense of unity among the residents and provided a place where people gathered to resolve conflicts and conduct business. People living in northern Peoria built two ball courts and probably exchanged meat, corn, cotton, minerals, and ground stone for shell, obsidian, and decorated pottery from northern Arizona.

The Sedentary Period (A.D. 950–1150)

The Sedentary Period started with the creation of large villages as the Hohokam people moved into sites with ball courts. By the middle of the Sedentary Period, however, the largest villages were abandoned and the villagers moved to new locations. The decline of the ball court system is indicated by occupation of fewer sites and less abundant trade goods in the sites that were occupied. Villages on the New River were abandoned, but sites along the Agua Fria continued to thrive, with hundreds of people in the largest sites.

The Classic Period (A.D. 1150–1450

FOREGROUND: THE STONE BASE OF A PIT HOUSE
BACKGROUND: COMMUNAL WALL

Classic Period Hohokam sites along the Agua Fria River experienced an initial increase in population, but eventually declined and disappeared completely. In the first century, various house styles were constructed in very large villages that had as many as 400 or 500 people. Walls were constructed around groups of houses, possibly to establish privacy or security against real or perceived threats. By A.D. 1350, the population around Peoria abandoned the large villages. Habitation sites used at this time tend to be away from the major rivers and consist of a single house, probably used by a nuclear family. Very few people remained in the area.

Multiple reasons have been suggested to explain the disappearance of the Hohokam by A.D. 1450. One single reason cannot account for the collapse of a society that had survived for a millennium; instead, multiple setbacks probably interfered with the normal way things were done. A possible scenario is that population fertility declined as disease and malnutrition resulted in fewer live births. The smaller number of people surviving to adulthood could not maintain the large irrigation networks that supplied the food needed by the society. Improper management of the irrigation systems caused by fewer workers could have allowed salts and minerals to accumulate in the farms' fields, lowering the productivity of the harvest and contributing to malnutrition. Poor diets and insufficient amounts of food would have left the population susceptible to disease, which could have further decreased population as some people died and others emigrated. Smaller populations and shortages of food probably contributed to conflict over the meager resources that were available. Eventually, the labor needed to keep the society functioning was unavailable and the entire region was abandoned. Likely, one single event did not start the catastrophe, but the accumulation of multiple problems proved insurmountable.

After the Hohokam

After the area south of the Bradshaw Mountains was abandoned by the Hohokam, small groups of people, probably the ancestors of the Yavapai, are found in the archaeological record. The lifestyle of these new people emphasized mobility and required only seasonal use of the area, which enabled them to avoid the problems that caused the Hohokam to disappear. Small bands of Yavapai farmed plots of land on the margins of the mountains as late as A.D. 1870 using seasonal runoff in washes and springs.

EURO-AMERICAN SETTLEMENT

Euro-American explorers discovered gold near Wickenburg in 1863 and came into conflict with the Yavapai. Miners and ranchers were attracted to the area because of the seemingly empty landscape that offered plentiful grazing for livestock and minerals for the taking. Conflict with the Yavapai eventually developed over the few areas where water was available. The increasing hostilities against ranchers and miners led to demands for military action, which culminated in the removal of the Yavapai by 1872.

Irrigation & Transportation

The land around Peoria was vacant for just 13 years before new settlers arrived. Completion of the Arizona Canal in 1885 secured irrigation water for the farms that were to come, and along with the young engineer in charge of its construction, it unlocked the potential of the land for an entirely new population. William J. Murphy, a former Union Army officer, was paid for his work on the canal in land and water rights. This tied Murphy's earnings to his ability to successfully recruit settlers to turn the area into productive farmland, thereby increasing its value. By November 1886, the first farmers began to homestead land at the western terminus of the Arizona Canal.

AN IRRIGATION SUBLATERAL PROVIDES IRRIGATION TO INDIVIDUAL PROPERTIES

In June 1887, Murphy formed the Arizona Improvement Company with a group of investors. The company created Grand Avenue, a 100-foot wide dirt road running northwest from 7th Avenue in Phoenix towards Wickenburg and Vulture Mine. Along this route, the company surveyed the town sites of Alhambra (now a neighborhood of Phoenix), Glendale, and Peoria. Murphy was also a strong proponent for the spur line of the Santa Fe railroad that runs along the Grand Ave. By providing the railroad right-of-way along Grand Avenue, Murphy's company set the stage for the railroad's path. Completed in 1895, the railroad spur connected Phoenix to Prescott and to the transcontinental ATSF line. Now tied in to the nation's railway network, Peoria soon received a small depot from the railroad, and it became a scheduled stop for the train. The town site was strategically located on the road between Phoenix and Wickenburg, the two population centers that needed crops grown around Peoria, and the new train line made it easier to ship crops to these and more distant locations. Aside from bringing commercial opportunities for trade, the train also brought needed goods such as building materials to the young community.

The number of farms in the area slowly increased and in some years they declined as drought and other hardships proved too much for some people. An economic panic affected the nation from 1893 to 1896, which made it impossible to obtain money to buy land, seed, or farm equipment. By 1897 the economy was recovering and J.B. Greenhut and Deloss S. Brown (who had acquired the land of the actual Peoria town site in 1890 through the Desert Lands Act of 1877) officially filed the plat of Peoria.

Over the years, the impetus for Peoria's growth derived from three sources: farming and ranching, mining, and transportation. During the late 19th and early 20th century, the bulk of economic returns were from farm and ranch production. The individual owners of farms and ranches sold their goods in town or transported them to markets in other cities. The railroad connected Peoria to the national

economy and made it more profitable for farmers and ranchers to sell their goods. Peoria was on the southern edge of the Agua Fria Mining District and mining activity directly benefitted the town's commercial businesses.

Mining

The Relief Mine (also known as the Sunrise Relief Mine), located near the modern-day intersection of 91st Avenue and Happy Valley Road, was worked from 1893 to 1916 and produced appreciable amounts of gold and silver. The mine owners purchased food and other supplies in Peoria and received mining and milling equipment through the town's railroad depot. The mine was operated when the demand for gold was high, but shut down, sometimes for decades, when the national economy declined.

SUNRISE RELIEF MINE

From Subsistence Farming to Crop Diversification

Subsistence crops produced on the farms that dotted the early Peoria settlement were the initial source of economic growth for the town. Crops grown in the area provided the necessities for the families that turned the raw desert into productive farms. Forage to feed livestock was an important crop because alfalfa was fed to the horses and mules that transported people and goods to markets. Forage also kept the milk cows producing a small, but steady source of food for the farm families; hay could also be sold to ranchers that needed to carry over their herds of sheep and cattle during the winter when grass was unavailable on the open land that surrounded Peoria. Early farms also produced grain, especially barley, which was sold as livestock feed or sold to Phoenix and Wickenburg saloons for brewing beer.

As the number of farms around Peoria increased, the variety of crops grown expanded beyond basic subsistence foods. Experimentation with garden produce and tree crops created orchards and row crops that could be marketed in Phoenix. Improvements in railroad refrigeration cars allowed these new crops to be sent to farther markets.

Cotton Farming

The one crop that changed Peoria more than anything else was cotton. Demand for cotton reached a peak during World War I when its fibers were an essential war material. Cotton fibers were used to clothe the soldiers, strengthen the rubber tires of automobiles and trucks that became essential at the front lines, and when combined with nitric acid was used as an explosive. The demand for cotton during the war contributed to high prices for the crop despite the costly water and labor inputs needed to grow it. Cotton is susceptible to pests, requires a long growing season, and requires lots of water, all of which raises the cost of its production. More importantly, prior to the invention of mechanical pickers, harvesting cotton was labor-intensive and required hundreds of seasonal workers to collect the bolls from mature plants. Labor to harvest the cotton crop was unavailable during the war because many Anglo farm workers were drafted into the military. To counter this labor shortage, government policy encouraged migrant labor to work the fields. The arrival of Anglo and Mexican migrant farm workers was a major impetus for development in Peoria.

Following the end of World War I, a decline in the demand for cotton contributed to an economic decline that reduced agricultural output around Peoria. However, as the nation's economy improved

after 1920, efforts were made to expand irrigated lands around Peoria. Excavation of new canals and wells that pumped ground water expanded farmland westward as far as the Agua Fria River. The Marionette Canal on the Agua Fria River operated for a short time, but was closed when the Waddell Dam and Beardsley Canal reduced the river's flow. Ground water pumping became a less viable option for farmers as the water table dropped and lawsuits over water use reduced water availability. Further decline of Peoria's agricultural base occurred in the 1930s as the Great Depression reduced the number of farms that were economically viable, a trend that reversed with the start of World War II.

The Automobile Era

Following the Second World War, Peoria continued to produce farm goods but gradually farms were replaced with residential developments. Grand Avenue continued to serve as the main transportation link connecting Peoria with businesses and jobs in the urban center of Phoenix. The outward expansion of the housing market was facilitated by the widespread use of the automobile. The outward growth of housing reached Peoria, as Arizona became a destination for retirees and others seeking a rural lifestyle.

LOOKING SOUTHEAST AT 83RD AVENUE FROM GRAND AVENUE, C. 1920'S

While Peoria's location along Grand Avenue and the BNSF rail line shaped its economy from the beginning, the age of automobiles further defined Peoria's commercial district. A convenient pit stop for motorists headed away from Phoenix to California and Las Vegas, or those going into Phoenix, Peoria provided a variety of services for motorists traveling through the area. There were a number of gas stations and automobile repair shops lining Grand Avenue, along with places for weary travelers to spend the night.

Civic and Cultural Organizations

A number of organizations have historically played a prominent role in the development of Peoria, including the Chamber of Commerce and the Peoria Woman's Club. The Chamber of Commerce, unusual in that it was organized as a non-profit corporation, ran the local water company from 1919 until Peoria incorporated as a town in 1954. The Woman's Club also played a significant role in the history of Peoria. First founded in 1914 as the Peoria Embroidery Club, the Peoria Woman's Club established and ran the community's first library in their Clubhouse until 1975 and initiated community events such as the annual Fourth of July celebration.

TRACES OF THE PAST: PROMINENT BUILDINGS AND STRUCTURES

Early Peoria settlers had little capital to invest in spacious, professionally designed homes and businesses. Instead, Peorians resided in basic shelters that were either enveloped by later additions or replaced as newer houses were built. Consequently, buildings from the nineteenth century are rare in Peoria. Many early twentieth century buildings have been lost as farmhouses around Peoria's town site were torn down to make way for new subdivisions or commercial developments. What remains are generally small, simply designed dwellings. A few homes were made of local

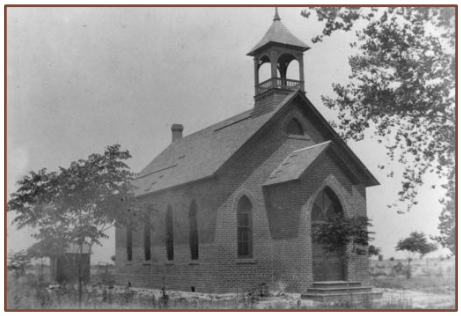
BUNGALOW-STYLE HOME, OLD TOWN PEORIA

materials such as adobe, though many were wood frame structures clad in various types of siding. A number of homes, particularly those built after World War II, were constructed of concrete block. Though simple folk styles predominate, vernacular examples of bungalow and ranch-style homes are also represented in Peoria's early housing stock.

A major fire in 1917 destroyed most of the commercial district. After the fire, the early wood and corrugated metal buildings that made up the majority of the commercial district were replaced with brick buildings. While the new brick buildings created a feeling of permanence, they were designed for functionality and had little exterior architectural embellishment. A local brickyard supplied residents with fired bricks, but commercial buildings rebuilt after the 1917 fire in the downtown used more durable brick made in the Phoenix brickyards. Later, in the 1960s and 1970s many of the early brick buildings would be covered in a stucco skin in attempts to modernize their appearance.

First Presbyterian Church

One of Peoria's earliest buildings was the First Presbyterian Church, constructed out of locally-produced bricks in 1899, it was a labor of devotion by Jennie Mann, the wife of Hiram C. Mann, manager of the Greenhut Ranch. The Greenhut ranch was owned by J.B. Greenhut and Deloss Brown, the original owners of the sections of land that would become the Peoria town site. The church immediately became a gathering place for the young community, and is still in use to this day.



PEORIA FIRST PRESBYTERIAN CHURCH

Peoria Central School

By 1889, several families with young children had taken up residence in the area. Prompted by the call of the community, prominent residents organized a school system. The Peoria School District was officially recognized by the county as School District #11. School began in the same brick building on Washington Street that had been the McLaughlin Brothers store and served as the Hiram C. Mann family's first house in Peoria. A new one-room frame-structure schoolhouse, built in 1905, was destroyed shortly afterwards by fire. The replacement two-room school, known as Central School, was designed in Spanish Mission Revival style and was completed in 1906. It is currently utilized by the Peoria Arizona Historical Society as a museum and is listed on the National Register of Historical Places and the Peoria Register of Historic Places.

PEORIA'S CENTRAL SCHOOL, C. 1909

"Old Main" High School

Constructed in 1992 to serve as the community's first dedicated high school building, the "Old Main" building on the Peoria High School campus was designed by premier architects Lescher, Kibbey, and Mahoney. The three-story school is a Mission-Revival-style building, and exhibits a level of architectural detail rarely found in Peoria's early buildings.

PEORIA'S OLD MAIN HIGH SCHOOL BUILDING

The Edward's/Peoria Hotel

Prior to 1918, there was no formal hotel for visitors passing through Peoria by stagecoach or train. Until that time the Wagoner home, owned by a prominent Peoria family of the same name, had to serve double duty as the local inn. Once constructed, the three-story Edwards's Hotel building filled that need. It also accommodated a small restaurant run by the hotel's owner. Sleeping porches were added in the 1920s and the brick exterior was later covered in stucco. The first two floors of the hotel have been reconfigured for use as apartments while the third floor remains vacant.

THE EDWARD'S HOTEL C. 1920

The Water Tower

Also important was the original water tower constructed to provide water storage from the town's well which was used by local residents and travelers passing through Peoria along the newly constructed Grand Avenue. The water tower was described in an 1894 article of the Phoenix Daily Gazette as a landmark to travelers because the name "PEORIA" was emblazoned in large capital letters on the side of the tank. The water tower became the symbol of Peoria and underwent several renovations over the years until it was removed in 1936.

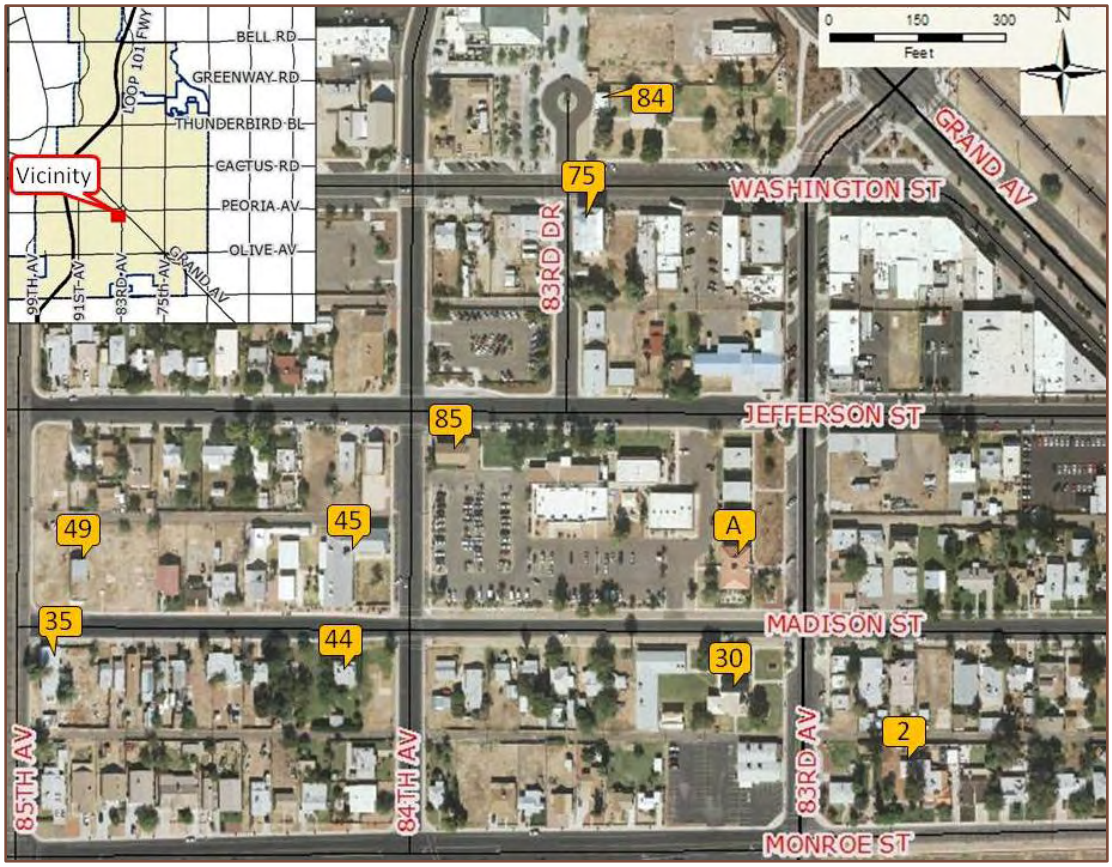
THE PEORIA WATER TOWER & PEORIA RAILROAD DEPOT

The Train Depot

The Atchison, Topeka, and Santa Fe Railroad finished constructing a rail line connecting Phoenix to Prescott, through Peoria, in 1895. A small train depot was constructed in Peoria to facilitate commerce and marketing of local agricultural products. In the 1970's when passenger rail service was discontinued, the depot building was sold by AT&SF and relocated to Scottsdale's McCormick-Stillman Railroad Park, where it still stands today.

As of the 2006 Peoria Historic Resource Survey Update, a number of buildings have been identified as individually eligible for listing on the Peoria, State, or National Registers due to their historic significance. The map and table that follow include both listed properties and those potentially eligible for individual listing. Other buildings in Peoria that have not been surveyed may also be eligible for listing. Buildings that could be listed on a historic register as contributing elements to a historic district have not been included. Communication with the State Historic Preservation Office conducted as part of the 2006 Historic Resource Survey Update suggests that there is not a sufficient density of contributing properties to warrant the formation of a National Register Historic District in the Old Town area of Peoria.

Old Town Peoria: Buildings Potentially Eligible for National Register Listing



Survey ID	Address	Name	Construct. Date	Style
2	8276 W. Monroe St.	Saliba House	1948	Spanish Eclectic
30 P,A	10236 N 83rd Ave	Peoria First Presbyterian Church	1899, 1921	Gothic Revival
35	8415 W. Madison St.	Labario House	1929	Bungalow
44	8491 W. Madison St.	Meyer House	1925	Nat'l Folk, Flat Roof, Adobe
45	8484 W. Madison St.	Quick-Stop Groceries	1940	Nat'l Folk, Front Gable
49	10320 N. 84th Ave.	Greek Orthodox Church	1947	Nat'l Folk, Gable Front-Wing
75	8325 W. Washington St.	Edward's Hotel	1918	Nat'l Folk, Front Gable
84 P	8322 W. Washington St.	Peoria Jail House/Town Hall	c. 1939	Nat'l Folk, Flat Roof
85 P	10381 N. 84th Ave.	Peoria Woman's Club Clubhouse	1919, 1923	Nat'l Folk Front Gable w/ Cross Gable
N/A*P,A,N	10304 N. 83rd Ave.	Peoria Central School	1906	Mission Revival
N/A	11200 N. 83rd Ave.	Old Main High School	1922	Mission Revival

*For identification purposes, the Peoria Central School is denoted as "A" on the map.

P = Listed on the Peoria Register of Historic Places

A = Listed on the Arizona State Register of Historic Places

N = Listed on the National Register of Historic Places

CHAPTER 4: GOALS

The Peoria General Plan is the fundamental policy document guiding future growth and development in the City and its planning area. One of the major themes of the General Plan is "protecting natural resources and community character." Historic preservation is one means to achieve these goals. The preservation of Peoria's historic resources, which includes archaeological sites, enriches the lives of Peoria residents by creating connections to the past.

In addition to the General Plan, the Old Town Peoria Revitalization Plan contains a historic preservation plan. While focused on the Old Town area of Peoria, many of the objectives set forth in that plan are applicable on a citywide basis. Both of these documents inform the focus of future historic preservation endeavors in Peoria. This plan seeks to incorporate the goals of these other plans and recommend relevant policies and actions to achieve them.

Peoria's three main historic preservation goals are to:

- Identify Peoria's Historic Resources
- Preserve Peoria's Historic Resources
- Foster Awareness and Appreciation of Peoria's Heritage and its Historic Resources

To achieve these goals, specific policies will need to be implemented. Each goal is supported by a number of polices that will inform future decisions and actions by the City.

GOAL 1: IDENTIFY PEORIA'S HISTORIC RESOURCES

The identification and documentation of Peoria's historic resources is a first step in preserving these valuable community assets. Identification includes a variety of processes ranging from field surveys and archival research, to the public recognition of such resources on official registers and maps.

Policy 1.1:
Update and expand the City's Historic Resources Survey, following State Historic Preservation Office (SHPO) approved procedures, to cover additional geographic areas where buildings at least 50 years old or archaeological resources are present, including the area known as "Weedville" (located north of Thunderbird Road between 71st and 75th Avenues) and the vicinity of Calderwood Butte.

Policy 1.2:
Prioritize future survey work based on criteria including, but not limited to, the concentration of potential resources and the probability of the resource being endangered (e.g. by encroaching/planned development, theft, vandalism, or deterioration due to neglect or acts of nature).

Policy 1.3:
Maintain the local Peoria Register of Historic Places. The register shall be composed of nominated historic resources that have been approved through the process specified in the Zoning Ordinance and this plan.

Policy 1.4:
Amend the Zoning Ordinance to provide specific requirements for the identification and preservation of archaeological resources.

Policy 1.5
Develop standard procedures, such as a cultural survey requirement, for properties where development is proposed in order to determine whether cultural resources are present.

Policy 1.6
Develop a map resource (Geographic Information Systems-based) that indicates the locations of all identified historic resources. When compatible with resource security, maps identifying historic properties should be made available to the public and referred to during development review processes.

GOAL 2: PRESERVE PEORIA'S HISTORIC RESOURCES

Once historically significant resources have been identified and defined measures can be taken to encourage their preservation.

Policy 2.1
Maintain the City's designation as a Certified Local Government (CLG) by adhering to the responsibilities outlined in the CLG agreement with the SHPO, in order to retain local control of historic preservation decisions as delegated by the SHPO.

Policy 2.2
Place Historic Preservation Overlay Zoning on properties nominated for the Peoria Register of Historic Places with property owners' consent.

Policy 2.3
Encourage the adaptive re-use of historically significant properties through incentive and education programs, and evaluate the possibility of implementing and Existing Building Code to reduce the perceived need for the demolition of these resources.

Policy 2.4
Preserve significant cultural resources located on City-owned property.

Policy 2.5
Explore mechanisms for preserving significant cultural resources on private property such as open-space easements.

Policy 2.6
Incorporate procedures for the preservation of significant buildings and archaeological sites in City development review processes.

Policy 2.7
Create a detailed description of the administrative processes associated with the Peoria Register of Historic Places, such as the nomination process and the approval process for alterations to properties listed on the Register.

Policy 2.8
Clearly define the design review process for historic resources listed on the Peoria Register of Historic Places as landmarks or as part of a historic district.

Policy 2.9
Revise the supplemental design standards for the Old Town area in the City of Peoria Design Review Manual to align with the recommendations of the Old Town Peoria Revitalization Plan.

Policy 2.10
Address the process for managing requests for the demolition or relocation of historic resources that are identified as eligible for, but are not listed on, the Peoria Register of Historic Places.

Policy 2.11
Examine the feasibility and value of establishing Urban Conservation Districts in those areas not suitable for Historic District designation that still warrant the preservation and protection of their historic character and the properties they contain.

Policy 2.12
Encourage the owners of historically significant properties (as determined by the Historic Resource Survey) to support the nomination of their properties to the Peoria Register of Historic Places.

GOAL 3: PROMOTE PEORIA'S HERITAGE AND ITS HISTORIC RESOURCES

Education is an important guiding principle for historic preservation in Peoria. Most of Peoria's development has occurred in the last twenty years, and as a result, most of its population has arrived in the city during the past twenty years. Encouraging community members to learn about the history of Peoria may help them feel more connected to the area, and in turn foster public involvement in other community affairs. The following items are initiatives that should be undertaken to enhance appreciation and knowledge of local resources:

Policy 3.1
Establish a historic monument/signage program to highlight Peoria's landmarks and locations of historical significance. Signage may include informational/interpretive signage, special street signs, and/or historic markers.

Policy 3.2
Publish descriptions of buildings, sites, artifacts, and events that played a significant role in the history of Peoria.

Policy 3.3
Continue to develop informational/interpretive materials to promote Peoria's heritage, such as self-guided walking tour brochures, as well as general information pamphlets discussing the City's historic preservation program and the importance of preserving cultural and historic resources.

Policy 3.4
Establish a location, such as a kiosk, where the public can obtain information about the City's historic resources. Have handouts and applications available for programs such as state and federal tax incentives, and any local incentives.

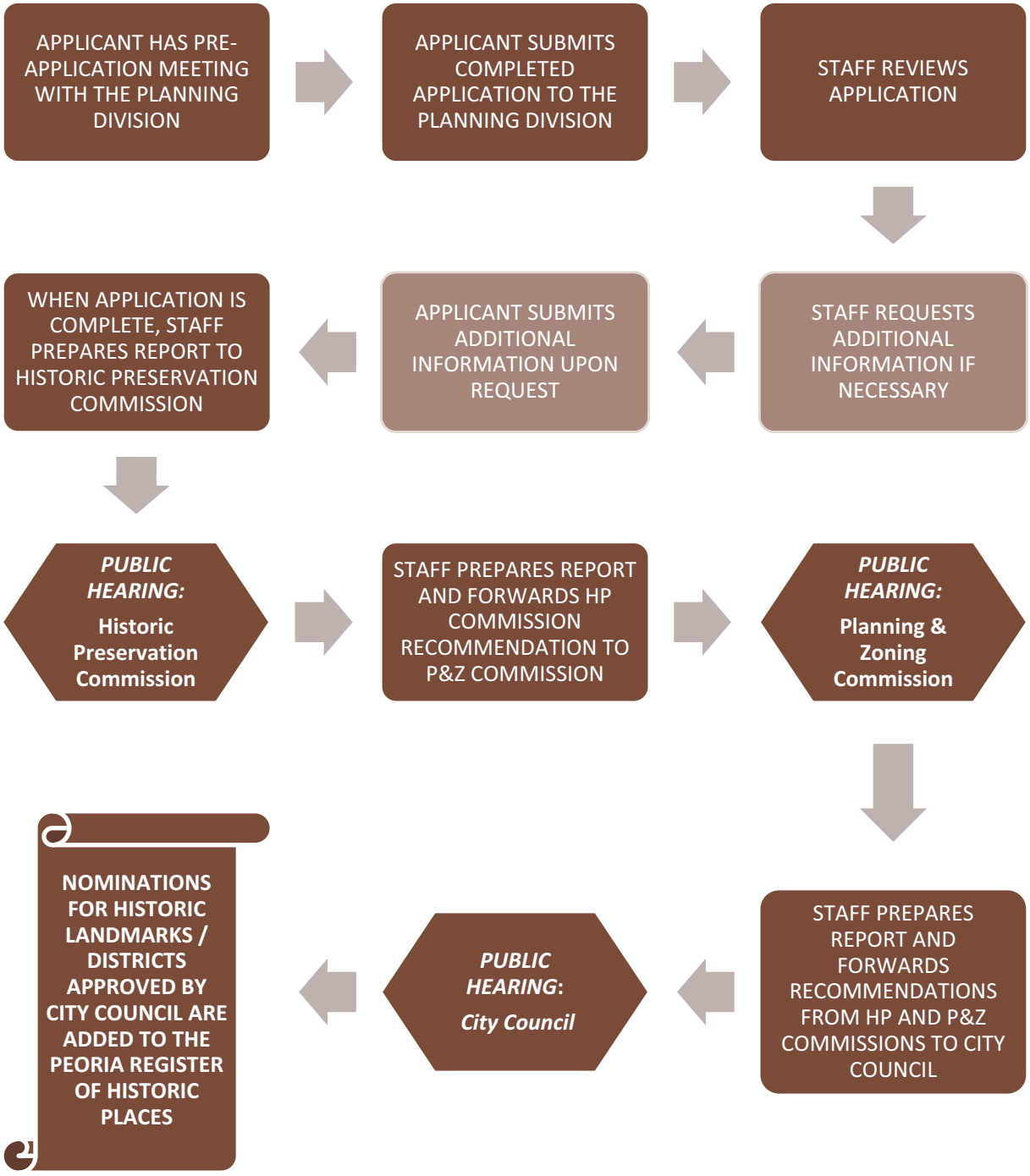
Policy 3.5
Regularly update the historic preservation page on the City of Peoria's website detailing the City's historic resources and providing links to federal, state and local historic preservation information resources.

Policy 3.6
Provide public workshops on preservation-related topics such as the maintenance of historic properties.

Policy 3.7
Provide information to developers and the public regarding preferred approaches for handling the historically significant buildings and archaeological sites on their properties.

Policy 3.8
Collaborate with organizations such as the Peoria Arizona Historical Society to develop events, brochures, and other educational materials that provide connections to Peoria's history. Events may include walking tours and educational programs.

CHAPTER 5: LOCAL HISTORIC LANDMARK & DISTRICT DESIGNATION



HISTORIC LANDMARK AND DISTRICT DESIGNATION PROCESS

The Peoria Register of Historic Places recognizes properties within Peoria that provide an important connection to the history of Peoria. The designation acknowledges the significance of the listed properties and provides protections to prevent the historic character of these places from being lost.

The following steps outline the general process for listing properties on the Peoria Register of Historic Places. This process may require background research by the applicant in order to identify, document, and evaluate the potentially eligible property, prior to the formal review process, which includes public hearings with the Historic Preservation Commission, Planning & Zoning Commission, and City Council. Nominations to the Peoria Register of Historic Places are judged based on the standards of the National Register of Historic Places. The specific requirements of the nomination process for the Peoria Register are discussed in more detail in the Local Historic Landmark/District Nomination process guide and informational brochures available from the Planning Division.

STEP 1: PRE-APPLICATION MEETING WITH STAFF

At the Pre-Application Meeting, Planning and Community development staff will notify the applicant (the person interested in nominating a property to the Peoria Register of Historic Places) of what information needs to be submitted for the particular property in question. Depending on how much information has already been collected regarding a property's history and its current condition, the applicant may need to provide documentation of the property's history and existing condition along with the nomination application at the time of submittal. If the property has not already been included in one of the City's Historic Resource Surveys, the applicant will need to complete a historic resource survey of the property.

CATEGORIZING THE PROPERTY THROUGH SURVEY

Surveys are used to identify properties that could be historically significant. Many properties have already been documented by one of the City's Historic Resource Surveys. The product of a historic resource survey is a completed Historic Property Inventory Form for each property surveyed. The inventory form includes important information about the history of the property and its current condition.

The survey process involves locating the property, describing its boundaries, characterizing the current condition of historic resources on the property, and establishing the potential significance of those resources to the community. Resources are classified using the following categories:

Buildings – Structures – Sites – Objects – Districts

Building

A building such as a house, barn, or church provides shelter for humans or human activity. A building may be designated eligible upon consideration of its construction qualities or associations. *Other examples: stores, schools, train stations, stables, etc.*

Structure

A structure is usually built for reasons other than to shelter human activity, such as aircraft, automobiles, dams, irrigation system, and highways. A structure may be designated eligible upon consideration of its basic elements.

Object

Objects are different from buildings and structures and are usually objects of art or artifacts and relatively small. Objects are associated with a particular setting or environment. An object may be designated eligible upon consideration of its history, use, role, and character. *Examples: sculptures, monuments, fountains, boundary markers, etc.*

Site

A site is the location of a significant event, occupation, or activity. A site may be designated upon consideration of its history and importance for information about the past and archaeological values. *Examples: battlefields, petroglyphs, grails, village sites, etc.*

District

Districts are contained within definable boundaries and are comprised of multiple sites, buildings, structures, or objects that have a common or related history or aesthetics. A district may be designated upon consideration of the concentration, linkage, and continuity of values of the properties within its boundaries. *Examples: business districts, canal systems, residential neighborhoods, groups of habitation sites, etc.*

DETERMINING THE PROPERTY'S SIGNIFICANCE

Designated properties must be significant in at least one of the following fields:

American History – Architecture – Engineering – Archaeology – Culture

Properties are evaluated within their historic contexts, that is to say, within the larger themes or trends that they are a part of in history. Contexts may be relatively localized or they may be larger, having importance for the entire country. The basis of a property's significance may be its association with a particular event or person, may be due to the value of its design or construction, or may be due to its value in yielding important information about history.

Criterion A: Event

To be significant under Criterion A, the property or object must be associated with one or more major events in the historical context of the community or area.

Criterion B: Person

To be significant under Criterion B, the property or object must have been associated with the life of a person significant in the past.

Criterion C: Design/Construction

To be significant under Criterion C, the property or object must represent a distinctive construction, type or period style, represent the work of a master or is historically significant but not individually distinguished.

Criterion D: Information Potential

To be significant under Criterion D, the property or object must have provided or be likely to yield important information concerning history.

EVALUATING THE PROPERTY'S INTEGRITY

In addition to having historic importance in one or more of the criteria listed above, the property must be able to convey its significance. This quality is described as the property's integrity. The following types of integrity will be evaluated:

Location – Design – Workmanship – Setting – Materials – Feeling – Association

Location

Location is the relationship between the potential historic resource and the site that it occupies within the community.

Design

Design is the consideration of various parts of a property or object that create its form, plan, space, structure, or style.

Workmanship

Workmanship is the quality of craft or construction detail that is characteristic of a master craftsman or particular period in history.

Setting

Setting is the environment in which a property or object is located and should be part of, or is suggestive of the period of time a property or object has been in existence.

Materials

Materials are the physical pieces that were put together or deposited in a combination such that a historical property was created.

Feeling

Feeling is the expression of a property or object that produces a sense of the period of time it represents.

Association

Association represents the direct link between an event or person and the potential historic resource.

STEP 2: APPLYING FOR LOCAL HISTORIC LANDMARK/DISTRICT DESIGNATION

Once the applicant has gathered the information requested in the pre-application meeting, they may submit an application along with supporting documentation (e.g. survey, photos, records describing the resource, etc) to the City of Peoria for consideration by the Historical Preservation Commission. The application materials should describe how the property meets the requirements described above in terms of the resource's category, significance, and integrity. The application must contain the property owner's approval and statement of support for listing the property on the Peoria Register of Historic Places.

STEP 3: CITY STAFF REVIEW OF APPLICATION

City Staff will review and analyze the submitted application materials. If necessary, staff may request additional information from the applicant to complete the review and analysis. City staff will prepare a report for the Historic Preservation Commission once the review has been completed. The staff report to the commission shall include, at a minimum, a discussion of Category, Significance, and Integrity, and will provide a recommendation to the commission regarding approval/denial of the property or object.

STEP 4: HISTORIC PRESERVATION COMMISSION RECOMMENDATION

The Historic Preservation Commission will receive the staff report and application for consideration. After review and discussion, the commission may recommend the property be listed on the Peoria Register of Historic Places, recommend denial of the applicant's request, or refer the application back to staff for further review. If appropriate, the commission may also recommend the application be forwarded with the commission's recommendation to the State Historic Preservation Office for nomination to the Arizona Register of Historic Places and/or the National Register of Historic Places.

The commission's recommendation for designation will be forwarded to the Planning and Zoning Commission for consideration of the request to establish a Historic Preservation Zoning Overlay for the property or properties. Each recommendation, whether recommending approval or denial, shall be accompanied by findings made by the commission.

STEP 5: PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission will consider the application for historic landmark or district designation as a rezoning request to apply the Historic Preservation Zoning Overlay. The commission will follow city and state mandated processes to formulate a recommendation regarding establishment of a new zoning overlay for the proposed historical building, structure, site, or district.

STEP 6: CITY COUNCIL DECISION

The recommendations of the Historic Preservation Commission and the Planning and Zoning Commission will be forwarded to the City Council. The City Council may approve or deny the request for listing the property or properties on the Local Register and for Historic Preservation Overlay Zoning. Alternatively, the City Council may refer the request back to either commission for further consideration.

STEP 7: LISTING IN THE PEORIA LANDMARK REGISTER

Properties that have been approved and designated as landmarks by the City Council shall be entered in the Peoria Register of Historic Places. Designated landmarks shall also be permitted to have their status posted utilizing a City-approved plaque.

HISTORIC DESIGNATION OF ARCHAEOLOGICAL SITES

Archaeological sites are listed on the Peoria Register of Historic Places through fundamentally the same process as all historic properties. However, there are some differences in the way site attributes are evaluated. In addition, an archaeologist must perform the site investigation and documentation. Other aspects of the designation process particular to archaeological sites are described below.

ESTABLISHING THE SITE

The extent of an archaeological site should be established through research and site investigation and documented in a report by a professional archaeologist The City may seek the assistance of the State Historic Preservation Office, State Museum or other appropriate authorities to authenticate the site. The archaeologist's report and justification for listing a particular site are the basis for any nominations for listing the property on Peoria, Arizona, and/or National Registers.

SIGNIFICANCE

Most archaeological sites will rely on National Register Criterion "D", "Information Potential" as the basis for their designation, although some sites may be recognized as significant under the other criteria discussed earlier in this chapter. To be eligible under Criterion D, it must be determined that the site has provided or is likely to yield important information concerning historic/pre-historic cultures or events. Sites or resources generally must be at least 50 years old.

INTEGRITY

The qualities of integrity of archaeological sites will differ somewhat from those of other historic resources such as buildings. The following types of integrity will be evaluated:

Location – Design – Workmanship – Setting – Materials – Feeling – Association

Location

Location is the place where an event occurred or a structure was constructed.

Design

Design is consideration of various parts of a site that create the form, plan, space, structure, and style.

Workmanship

Workmanship is the existing, or remaining evidence of the skill or work methods of a particular culture or people that represents a particular period in history.

Setting

Setting is the physical environment in which the property is located and contains physical characteristics that are definable, such as vegetation, topography, occupation of space, landscape and vegetation.

Materials

Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.

Feeling

Feeling is the property's unique expression of itself in context with the period of time it represents.

Association

Association represents the direct link between an event or person with the property and particularly the strength of the link between recovered data and the archaeological hypothesis for the property.

CHAPTER 6: ARCHAEOLOGICAL RESOURCES

Peoria is privileged to have a number of significant archaeological sites within its boundaries. The vast majority of these cultural resources are located in the less-developed northern portion of the Peoria, specifically located north of Pinnacle Peak Road. These sites hold the potential to unlock the stories of the peoples who inhabited this region hundreds of years ago, surviving a harsh desert climate before the advent of modern conveniences. Managing archaeological sites such as these often requires different strategies from those used for preserving other cultural resources such as historic buildings.

ARCHAEOLOGICAL RESOURCE MANAGEMENT

Archaeological resources on land in Peoria are governed by laws and ordinances at the Federal, State, and local levels. At the City-level, proposed developments for sites located north of Pinnacle Peak (where the majority of Peoria's remaining undisturbed, undeveloped land is located) fall under the regulation of the City's Desert Lands Conservation Ordinance (DLCO). The DLCO is part of the City's Zoning Ordinance. Applications to the City for certain development actions such as rezoning, site plan, and grading approval trigger requirements of the DLCO. Prior to any site work or ground disturbance, an archaeologist must investigate the site and prepare a report which is submitted to the City. The archaeologist must establish whether there are archaeological resources present on the proposed development site. If the archaeologist determines that there are archaeological resources present on the site, they must assess the potential impact of the proposed development on the resources, and provide a recommended course of action. This may include a variety of approaches, including everything from avoidance to data recovery.

Archaeological investigations may reveal the presence of human remains. Such discoveries are given special consideration under both Federal and State law. As noted in Chapter 2, in 1990 the federal government passed the Native American Graves Protection and Repatriation Act and Arizona passed ARS § 41-844 and ARS § 41-865. Together, these laws help ensure that human remains (and sacred objects) are treated with respect and dignity. The City will endeavor to cooperate with all known Indian tribes that may have relationship to an archaeological site.

APPENDIX A: DEFINITIONS

Archaeological Resource: Material remains of past human activity and life which are at least one hundred (100) years old and are of archaeological interest including, but not limited to, pottery, basketry, bottles, weapon projectiles, tools, structures, pit houses, rock paintings and carvings, graves, human skeletal materials, or any portion thereof.

Archaeological Site: A geographic location that contains an archaeological resource.

Archaeologist: A person who is engaged in the study of human activity, primarily through the study of its material remains, which includes structures still standing, and has received certification from the Register of Professional Archaeologists.

Certified Local Government (CLG): A local government that has been certified or approved by the State Historic Preservation Office (SHPO) and given the authority and responsibility to oversee various aspects of historic preservation within the municipality.

Cultural Resource: A broad assortment of assets, which includes buildings, sites, structures, objects, and districts that are generally at least 50 years old and of historic, cultural, architectural, or archaeological significance. Examples of such resources include petroglyphs, jewelry, textiles, pottery, projectiles, tools, irrigation canals, and pit houses. This includes artifacts, records, and material remains related to such resources. These assets may be included in or eligible for inclusion in the National Register. The terms "cultural resource" and "historic resource" may be used interchangeably for the purposes of this document.

Historic District: An area with definable boundaries designated by the City Council as such, in which a substantial number of the properties, buildings, sites, structures, or objects have cultural, historic, architectural, or archaeological significance and integrity.

Historic Landmark: A property, building, site, structure, or object that is individually designated by the City Council as such because of its historic, cultural, architectural, or archaeological significance to the City of Peoria.

Historic Preservation Zoning Overlay: Also described as "Historic Preservation Overlay Zoning" a type of zoning regulation placed on a property in addition to the underlying land use regulations. The overlay is designed to protect historic properties from harm or neglect.

Historic Property or Historic Resource: See *Cultural Resource*.

National Register of Historic Places (NRHP): According to the National Park Service, "The National Register of Historic Places is the official list of the Nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources."

Section 106: Provision on the National Historic Preservation Act that requires federal agencies to consider the effects of proposed undertakings on properties listed or eligible for listing in the National Register of Historic Places (16 U.S.C. § 470f, regulations - 36 C.F.R. Part 800)

APPENDIX B: RELEVANT CITY DOCUMENTS & ORDINANCES

- Desert Lands Conservation Ordinance
  City of Peoria Zoning Ordinance
  Article 14-22B – Desert Lands Conservation Overlay
  Available at www.peoriaaz.gov/planning

- Design Review Manual
  Available at www.peoriaaz.gov/planning

- General Plan
  Available at www.peoriaaz.gov/planning

- Historic Preservation Ordinance
  Peoria City Code
  Chapter 2 – Administration Section 2-(121-124)
  Available at www.peoriaaz.gov/citycode

- Historic Preservation Zoning Ordinance
  City of Peoria Zoning Ordinance
  Article 14-39 – Historic Preservation
  Available at www.peoriaaz.gov/planning

- Historic Resource Survey (1997)
  Available at www.peoriaaz.gov/historicpreservation

- Historic Resource Survey Update (2006)
  Available at www.peoriaaz.gov/historicpreservation

- Old Town Peoria Revitalization Plan (2009)
  Available at www.peoriaaz.gov/planning

- Peoria Register of Historic Places
  Available at www.peoriaaz.gov/historicrpreservation

BIBLIOGRAPHY

Andrews, John P., and Todd W. Bostwick (2000). Desert Farmers at the River's Edge - The Hohokam and Pueblo Grande. Phoenix, AZ. City of Phoenix.

Andrus, Patrick W., Rebecca H. Shrimpton et al, National Register Bulletin – How to Apply the National Register Criteria for Evaluation. (2002) U.S. Department of the Interior, Washington D.C.

Carriker, Robert, and Melanie Sturgeon (1997). Historic Resource Survey – Peoria, Arizona. Peoria, AZ. Peoria Historical Society.

Elsner, Jodey (2006). Historic Resource Survey Update – Peoria, Arizona. Peoria, Arizona. City of Peoria.

Gilbert, Kathleen, More Than a Century of Peoria People, Progress and Pride. (2004) Heritage Publishing, Phoenix, Arizona

Herold, Susan, *News Sun*, C1 & C5, Sun City, AZ, April 8, 1986

Little, Barbara, Erika Martin Siebert et al, National Register Bulletin – Guidelines for Evaluating and Registering Archeological Properties, 2000, U.S. Department of Interior, Washington D.C.

RESOLUTION NO. 2012-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA APPROVING AND ADOPTING THE 2012 HISTORIC PRESERVATION MASTER PLAN

WHEREAS, many of the goals of the existing Historic Preservation Master Plan adopted in 2005 have been achieved and the City's historic preservation program has since matured and expanded; and

WHEREAS, a revision of the Historic Preservation Master Plan has been undertaken to provide a more up to date and robust document to guide historic preservation in the City; and

WHEREAS, the Peoria Historic Preservation Commission recommended approval of the updated Historic Preservation Master Plan on November 7, 2011, a copy of which recommendation is on file with the City Clerk of the City of Peoria, Arizona, and which said 2012 Historic Preservation Master Plan was transmitted to the Mayor and Council of the City of Peoria prior to the meeting of January 3, 2012;

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

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

1. That the 2012 Historic Preservation Master Plan sets forth goals and policies in alignment with other Council-approved plans and ordinances.

2. The 2012 Historic Preservation Master Plan provides a more thorough description of the history of the Peoria area and clarifies the process for the designation of Local Historic Landmarks and Districts.

SECTION 2. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. This Resolution shall become effective in the manner provided by law.

RES. 2012-02

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 3rd day of January, 2012.

_____
Bob Barrett, Mayor

Date Signed_____

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16R

Date Prepared: December 19, 2011 **Council Meeting Date:** January 3, 2012

TO: Carl Swenson, City Manager

FROM: Wanda Nelson, MSM, CMC, City Clerk

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Adoption of 2012 Calendar for City Council Meeting Dates

---

Purpose:

This is a request for City Council to discuss and possibly take action to adopt a Resolution approving a City Council meeting schedule of regular meetings, special meetings, and study sessions for the 2012 calendar year.

Background/Summary:

Pursuant to Article II, Section 14A of the Peoria City Charter, and Section 2-16 of the Peoria City Code, the City Council is required to annually adopt a resolution setting forth a proposed City Council meeting schedule, including dates and times of study session meetings. City Council may modify the schedule as necessary and appropriate.

The attached resolution identifies the proposed 2012 City Council meeting schedule.

Previous Actions:

This is an annual action taken by City Council pursuant to City Charter and City Code.

Options:

A: Adopt the 2012 City Council meeting calendar as presented.
B. Adopt the 2012 City Council meeting calendar with modifications.

Staff's Recommendation:

Staff recommends that City Council adopt Resolution 2012-01 setting the 2012 City Council meeting schedule for regular and study session meetings.

Fiscal Analysis:

There is no fiscal impact related to the adoption of the proposed 2012 City Council meeting schedule.

Narrative:

After adoption of Resolution 2012-01, staff will post all appropriate Annual Meeting Notices as required under A.R.S. §38-431.

Exhibit(s): Resolution 2012-01

Contact Name and Number: Wanda Nelson, 623-773-7340

RESOLUTION 2012-01

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, ADOPTING THE PROPOSED CITY COUNCIL MEETING SCHEDULE OF REGULAR MEETINGS, SPECIAL MEETINGS AND STUDY SESSION FOR THE CALENDAR YEAR 2012 AS ESTABLISHED AND REQUIRED BY ARTICLE II, SECTION 14 OF THE CHARTER OF THE CITY OF PEORIA, ARIZONA AND BY SECTION 2-16 OF THE PEORIA CITY CODE.

WHEREAS, Article II, Section 14 of the Charter of the City of Peoria, Arizona reads as follows:

Sec. 14. Meetings of council, boards, commissions and committees.

A. The council shall meet regularly at such times and at such places as may be prescribed by ordinance, but not less frequently than once each month. At the first meeting of the Council each year, the Council by Resolution shall adopt a proposed schedule of Regular Meetings for the year. The Resolution shall be posted in the same places as public notices of the City. The Council may modify the Resolution as it deems necessary and appropriate. Notices and agendas of such meetings, including a short summary of items on the agenda, shall be posted pursuant to statute in such public places as the council may set by ordinance, and the places of such posting shall be kept on file with the city clerk.

WHEREAS, Section 2-16 of the Peoria City Code reads as follows:

Sec. 2-16. City Council; meeting schedule.

(a) The Council shall hold regular meetings not less than once each month. At the first meeting of the Council in each calendar year, the Council shall adopt by resolution a schedule of the regular meetings for the year. Following adoption of the Resolution containing a schedule of regular meetings, the Resolution shall be posted in the same public locations as Council agendas. The regular meeting shall be held at 7:00 p.m. Regular meetings of the Council shall be held at the Municipal Complex or in such other locations as Council may determine.

(b) The Council shall, by resolution, establish a date and time for study session to be held on such items as deemed appropriate and in conformance with the Arizona Open Meetings Act, A.R.S. §38-431, et.seq.

Resolution No. 2012-01
January 3, 2012

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of the City of Peoria, Arizona:

1. That the following proposed schedule of Regular Meetings, Special Meetings and Study Session for the calendar year 2012 is hereby adopted.

Council Meeting	Type of Meeting
01/03/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
01/17/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
02/07/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
02/21/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
03/06/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
03/20/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
03/26/12	5:00 pm Budget Study Session
03/27/12	5:00 pm Budget Study Session
03/28/12	5:00 pm Budget Study Session
03/30/12	9:00 am Budget Study Session
04/02/12	5:00 pm Budget Study Session
04/03/12	5:00 pm Special Meeting & Budget Session 7:00 pm Consent & Regular Agendas
04/17/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
05/01/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
05/15/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
06/05/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
06/19/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas

07/03/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
08/21/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
09/04/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
09/18/12	(No 5:00 pm Special Meeting & Study Session) 7:00 pm Consent & Regular Agendas
10/09/12	(No 5:00 pm Special Meeting & Study Session) 7:00 pm Consent & Regular Agendas
10/23/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
11/13/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas
11/26/12	5:00 pm Special Meeting for Election Canvass
12/04/12	5:00 pm Special Meeting & Study Session 7:00 pm Consent & Regular Agendas

2. That the Mayor and or the Council in the matter provided by the Peoria City Charter may schedule such additional meetings as may be deemed necessary and appropriate.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 3rd day of January, 2012.

_____
Bob Barrett, Mayor

ATTEST:

_____
Wanda Nelson, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17R

Date Prepared: December 13, 2011 **Council Meeting Date:** January 3, 2012

TO: Carl Swenson, City Manager

FROM: Wanda Nelson, MSM, CMC, City Clerk

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Establishment of Term Length, Nominations, and Election of Vice Mayor

---

Purpose:

This is a request for City Council to discuss and possibly take action to establish term length, nominate, and elect a Vice Mayor.

Background/Summary:

Pursuant to Article II, Section 8 of the Peoria City Charter, the City Council shall designate one of its members as Vice Mayor, who shall serve in such capacity at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during his/her absence or disability.

By a motion and vote of the City Council, Vice Mayors have previously been elected to serve either one or two-year terms. At the January 4, 2011 City Council meeting, Councilmember Cathy Carlat was elected Vice Mayor to a one-year term. An election for a new Vice Mayor and the establishment of term length is necessary.

The election of Vice Mayor is a two-tier process:

1. City Council will first establish the term length by a motion and vote.
2. Subsequently, the Presiding Officer will open the floor for nominations. The Presiding Officer will then state which Councilmembers have been nominated and instruct the City Clerk to explain the voting process to City Council.

Previous Actions:

This is an annual or biannual action taken by City Council pursuant to City Charter.

Options:

A: Establish the length of term for Vice Mayor as one year.
B. Establish the length of term for Vice Mayor as two years.

Staff's Recommendation:

Staff recommends that the City Council establish term length, nominate, and elect a Vice Mayor.

Fiscal Analysis:

There is no fiscal impact related to the election of the Vice Mayor.

Narrative:

Elected Vice Mayor will serve in the manner prescribed in Article II, Section 8 of the Peoria City Charter.

Exhibit(s): Procedure for the Establishment of Term, Nominations, and Election for Vice Mayor and Mayor Pro Tem

Contact Name and Number: Wanda Nelson, 623-773-7340

PROCEDURES FOR THE ESTABLISHMENT OF NOMINATIONS AND ELECTIONS FOR VICE MAYOR AND MAYOR PRO TEM

Election of the Vice Mayor

1. Presiding Officer will announce the floor is open for nominations for the position of Vice Mayor. No second is required for nominations and a Council member can nominate themselves.

2. After all nominations are made, the Presiding Officer should close the floor and the matter will proceed to a vote.

   A. If there is only one nomination, then a motion to select that individual by acclamation should be entertained by the Presiding Officer. If there is a second, the motion is voted on and the person is deemed elected.

   B. If there is more than one nomination for the position of Vice Mayor, the Presiding Officer should announce that there will be an election. The City Clerk will distribute seven ballots containing a number of blank lines. Each Councilmember should write in the name of the candidate that they desire to vote for and fold the ballot. The City Clerk will collect the ballots and the City Attorney and City Clerk will count the ballots in the Executive Session Conference Room, and provide the Mayor with a tally sheet indicating the votes for each candidate. The candidate with the most votes is elected Vice Mayor.

Election of Mayor Pro Tem

1. The Presiding Officer will announce the floor is open for nominations for the position of Mayor Pro Tem. No second is required for nominations and a Councilmember can nominate themselves.

2. After all nominations are made, the Presiding Officer should close the floor and the matter will proceed to a vote.

   A. If there is only one nomination, then a motion to select that individual by acclamation should be entertained by the Presiding Officer. If there is a second, the motion is voted on and the person is deemed elected.

   C. If there is more than one nomination for the position of Mayor Pro Tem, the Presiding Officer should announce that there will be an election. The City Clerk will distribute seven ballots containing a number of blank lines. Each Councilmember should write in the name of the candidate that they desire to vote for and fold the ballot. The City Clerk will collect the ballots and the City Attorney and City Clerk will count the ballots in the Executive Session Conference Room, and provide the Mayor with a tally sheet indicating the votes for each candidate. The candidate with the most votes is elected Mayor Pro Tem.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 18R

Date Prepared: December 13, 2011

Council Meeting Date: January 3, 2012

TO: Carl Swenson, City Manager

FROM: Wanda Nelson, MSM, CMC, City Clerk

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Establishment of Term, Nomination and Election of Mayor Pro Tem

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Purpose:

This is a request for City Council to discuss and possibly take action to action to establish term length, nominate, and elect a Mayor Pro Tem.

Background/Summary:

Historically Mayors Pro Tem have been elected in the same manner as the Vice Mayor with a motion and vote of the City Council and elected to serve either one or two-year terms. At the January 4, 2011 City Council meeting, Councilmember Dave Pearson was elected Mayor Pro Tem to a one-year term.

If a Mayor Pro Tem is elected in the same manner as the Vice Mayor, the election of Mayor Pro Tem is a two-tier process:

1. City Council will first establish the term length by a motion and vote.
2. Subsequently the Presiding Officer will open the floor for nominations. The Presiding Officer will then state which Councilmembers have been nominated and instruct the City Clerk to explain the voting process to City Council.

Previous Actions:

Since 2008 Mayors Pro Tem have been elected in the same manner as the Vice Mayor.

Options:

A: Elect the Mayor Pro Tem in the same manner as the Vice Mayor, for one year.

B: Elect the Mayor Pro Tem in the same manner as the Vice Mayor, for two years.

Staff's Recommendation:

Staff recommends that City Council establish term length, nominate, and elect a Mayor Pro Tem.

Fiscal Analysis:

There is no fiscal impact related to the election of the Mayor Pro Tem.

Narrative:

If elected, the Mayor Pro Tem will serve in the manner prescribed in Chapter 2, Section 2-17 of the Peoria City Code.

Exhibit(s): Procedure for the Establishment of Term, Nominations, and Election for Vice Mayor and Mayor Pro Tem

Contact Name and Number: Wanda Nelson, 623-773-7340

PROCEDURES FOR THE ESTABLISHMENT OF NOMINATIONS AND ELECTIONS FOR VICE MAYOR AND MAYOR PRO TEM

Election of the Vice Mayor

1. Presiding Officer will announce the floor is open for nominations for the position of Vice Mayor. No second is required for nominations and a Council member can nominate themselves.

2. After all nominations are made, the Presiding Officer should close the floor and the matter will proceed to a vote.

   A. If there is only one nomination, then a motion to select that individual by acclamation should be entertained by the Presiding Officer. If there is a second, the motion is voted on and the person is deemed elected.

   B. If there is more than one nomination for the position of Vice Mayor, the Presiding Officer should announce that there will be an election. The City Clerk will distribute seven ballots containing a number of blank lines. Each Councilmember should write in the name of the candidate that they desire to vote for and fold the ballot. The City Clerk will collect the ballots and the City Attorney and City Clerk will count the ballots in the Executive Session Conference Room, and provide the Mayor with a tally sheet indicating the votes for each candidate. The candidate with the most votes is elected Vice Mayor.

Election of Mayor Pro Tem

1. The Presiding Officer will announce the floor is open for nominations for the position of Mayor Pro Tem. No second is required for nominations and a Councilmember can nominate themselves.

2. After all nominations are made, the Presiding Officer should close the floor and the matter will proceed to a vote.

   A. If there is only one nomination, then a motion to select that individual by acclamation should be entertained by the Presiding Officer. If there is a second, the motion is voted on and the person is deemed elected.

   C. If there is more than one nomination for the position of Mayor Pro Tem, the Presiding Officer should announce that there will be an election. The City Clerk will distribute seven ballots containing a number of blank lines. Each Councilmember should write in the name of the candidate that they desire to vote for and fold the ballot. The City Clerk will collect the ballots and the City Attorney and City Clerk will count the ballots in the Executive Session Conference Room, and provide the Mayor with a tally sheet indicating the votes for each candidate. The candidate with the most votes is elected Mayor Pro Tem.

City Council Calendar

Color Key:
City Council

< December	January 2012					February >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
1	2 New Year's Day Celebrated - City Hall Closed	3 Regular City Council Meeting	4	5	6	7
8	9	10 City Council Subcommittee on Policy & Appointments	11 Public Safety Council Subcommittee Meeting	12	13	14
15	16	17	18	19	20	21
22	23 City Council Subcommittee On Community Culture	24	25	26	27	28
29	30	31				

City Council Calendar

Color Key:
City Council

< January	February 2012					March >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 City Council Subcommittee on Policy & Appointments	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM2a

Date Prepared: December 14, 2011 **Council Meeting Date: January 3, 2012**

TO: **Carl Swenson, City Manager**

FROM: **Katie Gregory, Interim Management and Budget Director**

THROUGH: **Susan Thorpe, Deputy City Manager**

SUBJECT: **January Development Forum – Informational**

Summary:
Twice a year, the Economic Development Services and Planning and Community Development Departments host a "Development Forum" to update and discuss important initiatives affecting development in Peoria.

The next meeting is scheduled for January 18, 2012 at 10:00 am in the Peoria Room at the Public Safety Administrative Building (PSAB) located at 8351 W. Cinnabar Ave. Topics of discussion will include:

1. Adoption of 2012 International Building Code
2. Recent Development Impact Fee adjustments and Fee Study Timelines
3. Updates to the Development Services Cost of Service Study

City councilmembers as well as representatives from the development community are invited to attend this meeting and provide input on these topics. Staff will be sending out formal invitations to development stakeholders and representatives currently doing business with the city. In addition, staff has crafted a Public Service Announcement (PSA) to encourage stakeholder attendance and participation.

Exhibit(s):

Exhibit 1: Development Forum Press Release

Contact Name and Number: Katie Gregory, 623-773-7364

PEORIA
ARIZONA

CITY OF PEORIA ANNOUNCES DEVELOPMENT FORUM

The city of Peoria is hosting a Development Forum on **January 18, 2012** to discuss upcoming changes regarding development in the city. The presentation will cover these specific topics:

- An overview of the new state statute regarding development impact fees
- Adoption of the 2012 building codes
- Updates to the Development Services Cost of Service Study

This free event is open to all development professionals, and the city specifically encourages business owners, developers, and land owners to attend and to offer their input.

WEDNESDAY, JANUARY 18, 2012
10:00 – 11:30 AM
Public Safety Administration Building
8351 W. Cinnabar
Peoria Room – 2nd Floor
Peoria, AZ 85345

For more information and to register, please contact Della Ernest at della.ernest@peoriaaz.gov

Economic Development Services Department
9875 N 85th Ave • Peoria, AZ 85345 • www.peoriaed.com

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM2b

Date Prepared: December 18, 2011 **Council Meeting Date: January 3, 2012**

TO: Carl Swenson, City Manager

FROM: Lyman Locket, Human Resources Manager

THROUGH: Claudia Luján, Interim Human Resources Director

SUBJECT: **PACE- Positive Action thru Civic Engagement Conference**

Summary:

On November 17, 2011, the City held the 2nd Annual PACE Conference on Civic Engagement. This year's conference was a success with attendance at 207; more than doubling that of last year's conference.

Held at the Arizona Broadway Theatre, the conference included two well-known keynote speakers: Dr. Michael Crow, Arizona State University President, and Kevin (KJ) Johnson, Mayor of Sacramento, California and former all-star NBA player for the Phoenix Suns. In addition to the two keynote speakers, three panel discussions on the topics of education, community action, and business were conducted with extensive audience participation. Featured panel members were thought leaders on civic engagement in their respective professions.

The forum offered participants interactive abilities to engagement in the discussions. The audience had an open microphone to ask questions, as well as responding to questions from the moderator through the use of their cell phone. Lastly, participants had the option of attending three breakout sessions to learn specific techniques on how to authentically engage the public.

A strong component of civic engagement is building and sustaining partnerships. The city is fortunate to have strong community sponsorships for PACE. Supporting this event were AARP, Republic Services, Hunt Construction, SightCare, SRP, Mesirow Financial, and APS. There were three levels of sponsorship opportunities totaling $9000.

Contact Name and Number: Lyman Locket 623-773-7104

CONFERENCE FINANCIAL SUMMARY

Admissions

Actual			Actual
30	Early Registration @	$ 99.00	$2,970.00
26	Regular Registration @	$ 119.00	$3,094.00
1	Same-Day Registration @	$ 139.00	$139.00
4	Group Registrations (15Attendees) @		$3,148.00
17	Employee Early Registration @	$ 69.00	$1,173.00
2	Employee Regular Registration @	$ 89.00	$178.00
10	Council-Sponsored Citizens/Students @	$ 99.00	$990.00
1	Community Builder @	$5,000.00	$5,000.00
1	Community Partner @	$2,500.00	$2,500.00
2	Community Supporter @	$1,000.00	$2,000.00
2	Event Sponsor @	$ 500.00	$1,000.00
	Total		**$22,192.00**

	Actual
Total income	$22,192.00
Total expenses	$12,464.00
Total revenue (or loss)	**$9,728.00**

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM2c

Date Prepared: 19 December 2011

Council Meeting Date: 3 January 2012

TO: **Carl Swenson, City Manager**

FROM: **Tamara Shreeve, Council Office and Grant Program Manager**

THROUGH: **John Schell, Director, Governmental Affairs and Council Office**

SUBJECT: **Council Subcommittee Update**

Summary:

The purpose of this report is to update the Mayor and Council on the Council Subcommittee activities. The attached spreadsheet lists the Council Subcommittees and the agenda item topics that have been submitted and assigned to the Subcommittee. If the item has been reviewed at a subcommittee meeting, the outcome of that discussion is also listed.

Exhibit 1: Council Subcommittee assigned agenda items

Contact Name and Number: Tamara Shreeve, x 5173

Community Culture Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Jeff Tyne / Susan D	Trail System Lighting			
Jeff Tyne / Susan D	Field Rental Policy			
Jeff Tyne / Susan D	Recreation Fees Policy	11/14/2011	Forward item to study session.	
Jeff Tyne / Susan D	Veterans Discount Program			
Jeff Tyne / Susan D	Youth Master Plan			
Jeff Tyne / Susan D	Veterans Memorial Board Sponsorship			

General Government Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Brent Mattingly	Utility bill format	11/14/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates.	
Tony Rivero	Residential Development Impact Fees	11/14/2011	Consensus of the subcommittee members was to wait for the full Impact Fee Study to address policy issues identified by Council.	
Dave Pearson	Itemizing Utility Bill	12/19/2011	Forward the item for full Council Study Session discussion of solid waste service options and rates.	
Steve Kemp	Adoption of Resolution supporting designating certain areas of the City with Peoria addresses and zip codes			

Policy and Appointments Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Dave Pearson	Volunteer Appreciation	11/7/2011	No further Action. Completed.	NA
Dave Pearson	B&C Appointment Process	11/7/2011 12/13/2011	Bring back to subcommitee for further discussion (11/7/11). Administrative action - Use the new application form. Interviews and Resumes will be at the discretion of the subcommittee. (12/13/11). Completed.	NA
Wanda Nelson	B&C Appointment/ Reappointment	11/7/2011	Bring back to subcommittee for further discussion.	
Dave Pearson	Charter Amendments	12/13/2011	Bring back to subcommittee for further discussion (12/13/11).	
Dave Pearson	Council Ethics Committee	11/7/2011 12/13/2011	Bring back to subcommittee for further discussion (11/7/11). Bring back to SC -include a process flow chart 12/13/11.	
Dave Pearson	CP1-5 Appointments to Boards and Commission	11/7/2011 12/13/11	Bring back to subcommittee for further discussion (11/7/11). Consensus recommendation to forward to study session (12/13/11).	
Dave Pearson	CP 1-2 review. Edit Council Meeting Procedures to reflect Subcommittee Structure	12/13/2011	Bring back to subcommittee for further discussion (12/13/11).	
Dave Pearson	Council Role in review and approval of director appointments	12/13/2011	Consensus to move forward to Study Session. Completed.	
Susan Thorpe	Council Code of Ethics			

Public Safety Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Roy Minter	False Alarm Ordinance	11/7/2011	Forward to Council Study Session. Completed	
Dave Pearson	Recreational Vehicle Ordinance			
Tony Rivero	Recreational Vehicles City Code Section 14-110			
Carlo Leone	Traffic calming agenda item			
Carlo Leone	Traffic management agenda item			
Roy Minter	Park Ranger Staffing Study	12/14/2011	Informational item. Forward topic information, through a City Manager's report. Completed.	NA

Public Services Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Bill Mattingly	Dial-a-Ride rates	11/17/2011	Forward item to Council Study Session. Completed	
Ron Aames	Transit Jurisdictional Equity Position	11/17/2011	Informational item. Forward information, through a City Manager's report, to the Council on a Regular Council Agenda.	NA
Susan Thorpe	Solid Waste Services	12/1/2011	Forward Item to Council Study Session. Completed.	
Bill Mattingly/ Susan Thorpe	Commercial Solid Waste Services	12/15/2011	Forward Item to Council Study Session. Completed.	

Sustainable Development Subcommittee

Submitter	Subject	Sub-committee agenda date	Action	Study Session
Chris Jacques	Political Signs Zoning Ordinance	11/2/2011	Forward item to Council Study Session. Completed.	11/15/2011
Chris Jacques/ Susan D.	Open Space Master Plan and Decision Support Model			
Chris/Scott and Susan D.	Digital Billboards - Civic Engagement	11/7/2011	Forward Item to Study Session. Completed.	11/15/2011
Dave Pearson	Council Not-For-Profit and Housing Subcommittee	11/8/2011	Bring back to subcommittee for further discussion (11/8/11).	
Cathy Carlat	Not for Profit Committee	11/8/2011	Bring back to subcommittee for further discussion (11/8/11).	
Scott Whyte/ Susan D.	Old Town Entertainment District Designation	12/7/2011	Bring back to subcommittee for further discussion (12/7/11).	
Katie Gregory	Development Service User Fees			

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM2d

Date Prepared: December 6, 2011 **Council Meeting Date: January 3, 2012**

TO: **Carl Swenson, City Manager**

FROM: **Chris Jacques, AICP, Planning & Community Development Director**

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

SUBJECT: **Palo Verde National Register Listing**

Summary:

The Palo Verde Ruin is a significant Hohokam-era cultural site located north of Jomax Road near 73rd Drive, within the Terramar residential development. Based on the Historic Preservation Commission's 2010-2011 Work Plan, Logan Simpson Design was contracted to prepare a National Register nomination for the 20-acre City-owned portion of the Palo Verde Ruin known as Palo Verde Park. The completed nomination was heard by the Historic Sites Review Committee, the state's official Arizona and National Register of Historic Places review board, in July 2011. The Committee placed the Palo Verde Ruin on the Arizona Register of Historic Places, and recommended the site for listing on the National Register.

The City has recently received confirmation from the Keeper of the National Register that the Palo Verde Ruin has been placed on the National Register of Historic Places. The National Register of Historic Places is the official list of the Nation's historic places worthy of preservation.

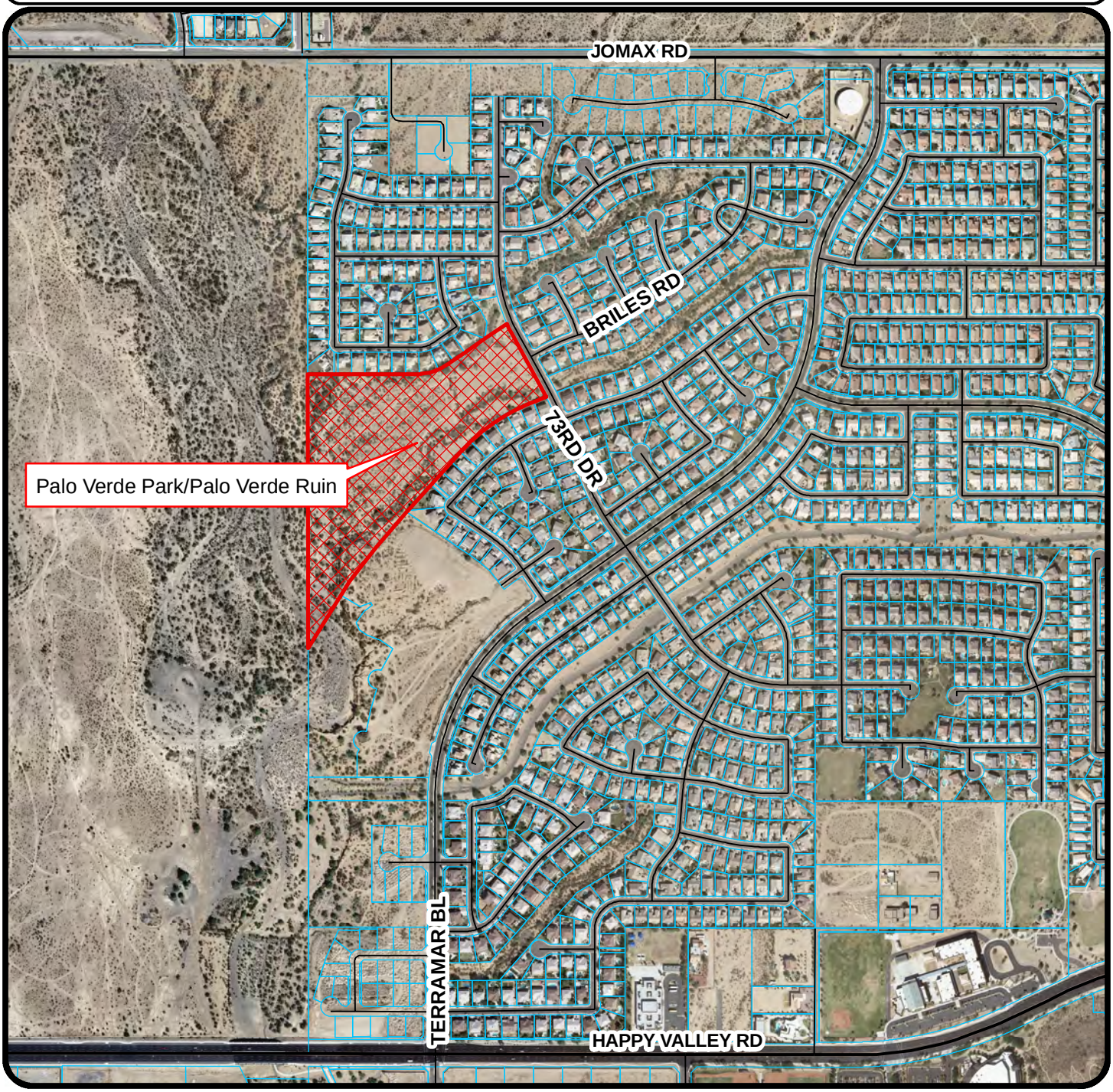
This designation occurs following extensive efforts by the City over the past decade to protect the significant resources of the site while accommodating the surrounding neighborhood's need for recreational space and amenities. Listing on the National Register provides formal, national recognition of the archaeological significance of Palo Verde Ruin and may open future grants opportunities for projects that further preservation or educational efforts for the site.

Exhibit(s):

Exhibit 1: Palo Verde Ruin National Register Boundary

Contact Name and Number: Melissa Sigmund, Planner, x 7603

Palo Verde Ruin National Register Boundary



Palo Verde Park, encompassing the National Register listed Palo Verde Ruin

The National Register boundary for the Palo Verde Ruin encompasses the approximately 20 acre City-owned Palo Verde Park. Approximately 4 acres on the eastern side of the site have been developed as a recreational Park, the remainder is preserved as open space.

Not to Sacle

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Agenda Item: RCM2e

Date Prepared: December 01, 2011

Council Meeting Date: January 03, 2012

TO: Carl Swenson, City Manager

FROM: William Mattingly, Public Works – Utilities Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Regional Transit Jurisdictional Equity

Summary:

This informational item was presented to the City Council Public Services subcommittee on November 17, 2011. The subcommittee determined to forward this item to the City Council as information under the City Manager's report.

Proposition 400 Regional Transportation sales tax was approved by voters in 2005. The tax went into effect in 2006 and will sunset in 2026. As Part of Proposition 400, the cost of transit-related services and improvements is required not to exceed the total revenues. In other words, the total costs for all projects in the Transit Life Cycle Plan (TLCP) must be in balance with the projected revenues over the 20-year life of the program. Each jurisdiction within the region has a proportional share of the total projected revenues in the program, (this is called "Jurisdictional Equity – J.E."). Based on actual Sales Tax revenues, the current revenue projections for the 20-year life of the program are lower than the original projections, (see Exhibit A – attached). As a result, the region as a whole is facing a need to reduce costs by reducing service levels or eliminating routes. In contrast, the City of Peoria has capacity within its regional share within it J.E. to maintain and enhance services. As such, Peoria is working with its partners in the Regional Public Transportation Authority (RPTA) to maximize Transit services in Peoria and the Northwest Valley.

Earlier this year, the City adopted a Multi-modal Transportation Master Plan which established short-term, mid-term and long-term priorities for Transit. The short-term priorities include the extension of fixed-route bus service in Peoria. The City of Peoria has identified the 67th Avenue bus route and the Peoria Avenue bus route for continued service with some enhancements. The City is also working to extend bus service along Thunderbird into Peoria as early as 2015. The City supports continued service for the Grand Avenue Limited (which currently runs from El Mirage to downtown Phoenix) and for Express Routes 573 and 575. Express Route 573 runs from Arrowhead Mall south along Loop 101 south to I-10 to downtown Phoenix. Express Route 575 runs from Arrowhead Mall east along Loop 101 east to I-17 to downtown Phoenix. The

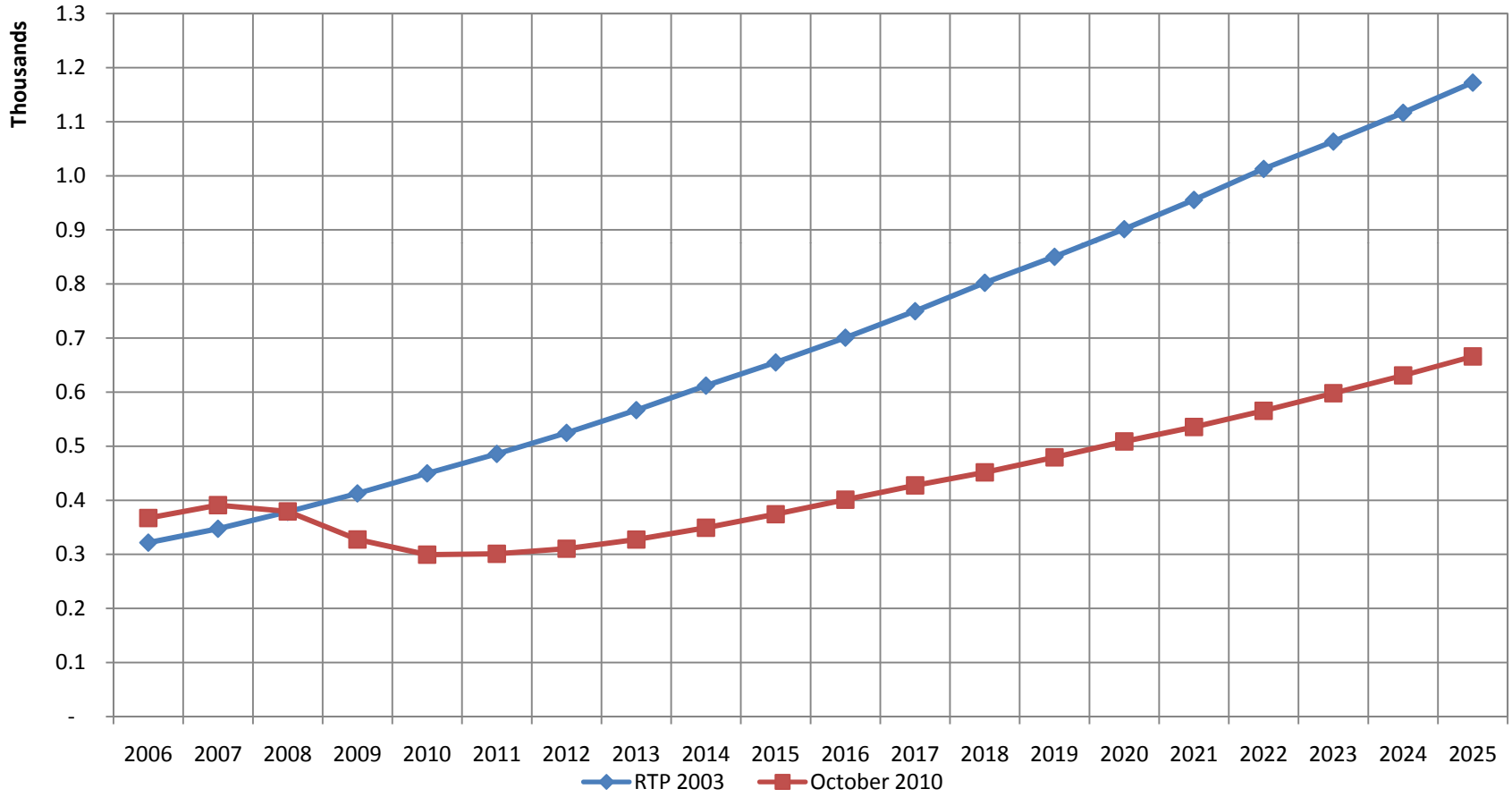
preservation of these routes and the extension of service along Thunderbird Road are consistent with priorities identified in the adopted Multi-modal Transportation Master Plan.

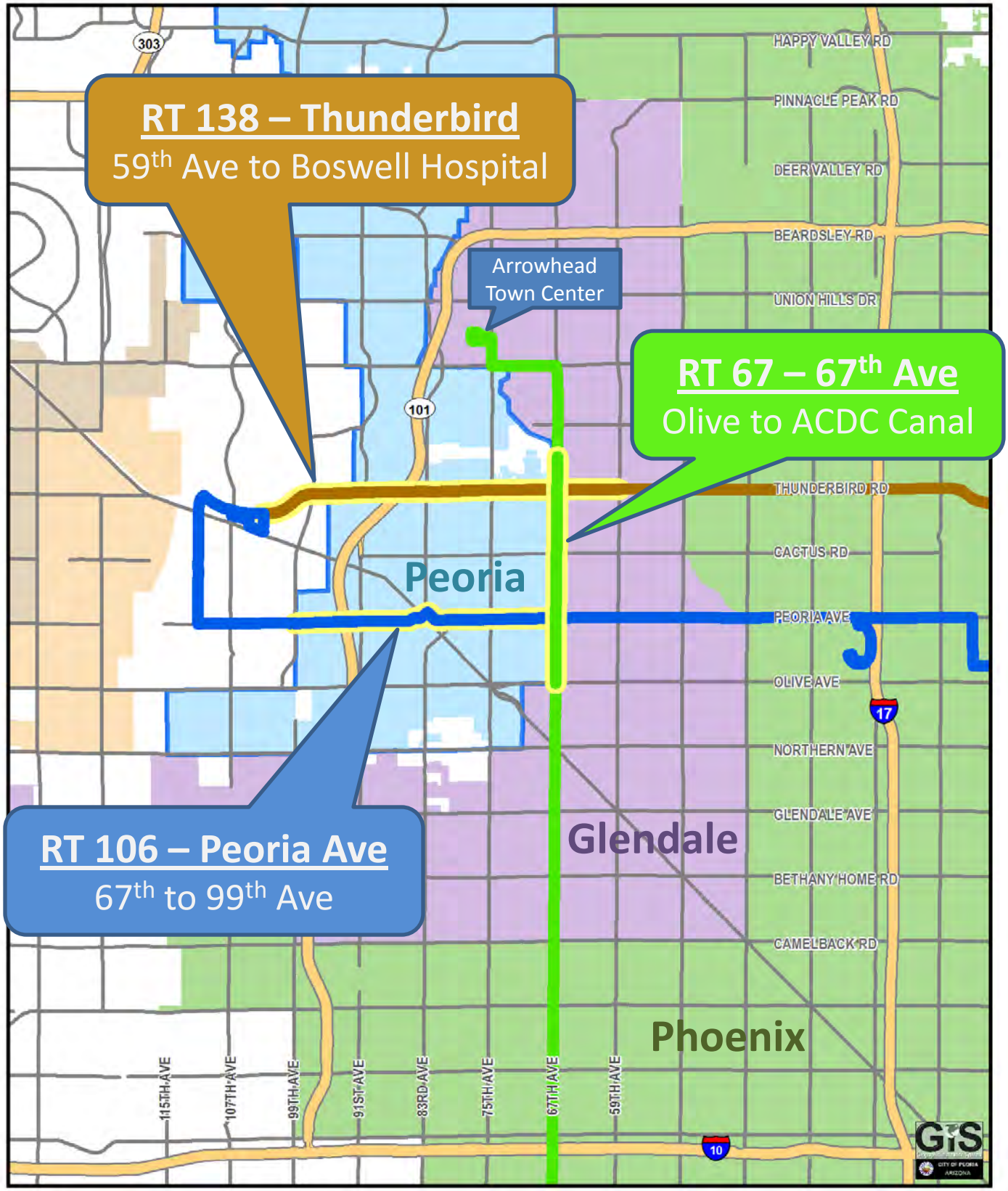
As Peoria continues to work with its partners at RPTA to balance the available funding with the cost of Transit services, staff will continue to emphasize the priorities identified by Council.

Exhibit(s):
Exhibit A Revenue Projections
Exhibit B Line Routes
Exhibit C Express Routes

Contact Name and Number: William Mattingly, Public Works – Utilities Director 623-773-5151

Comparison of Current Proposition 400 Revenue Projections with 2003 RTP Projections

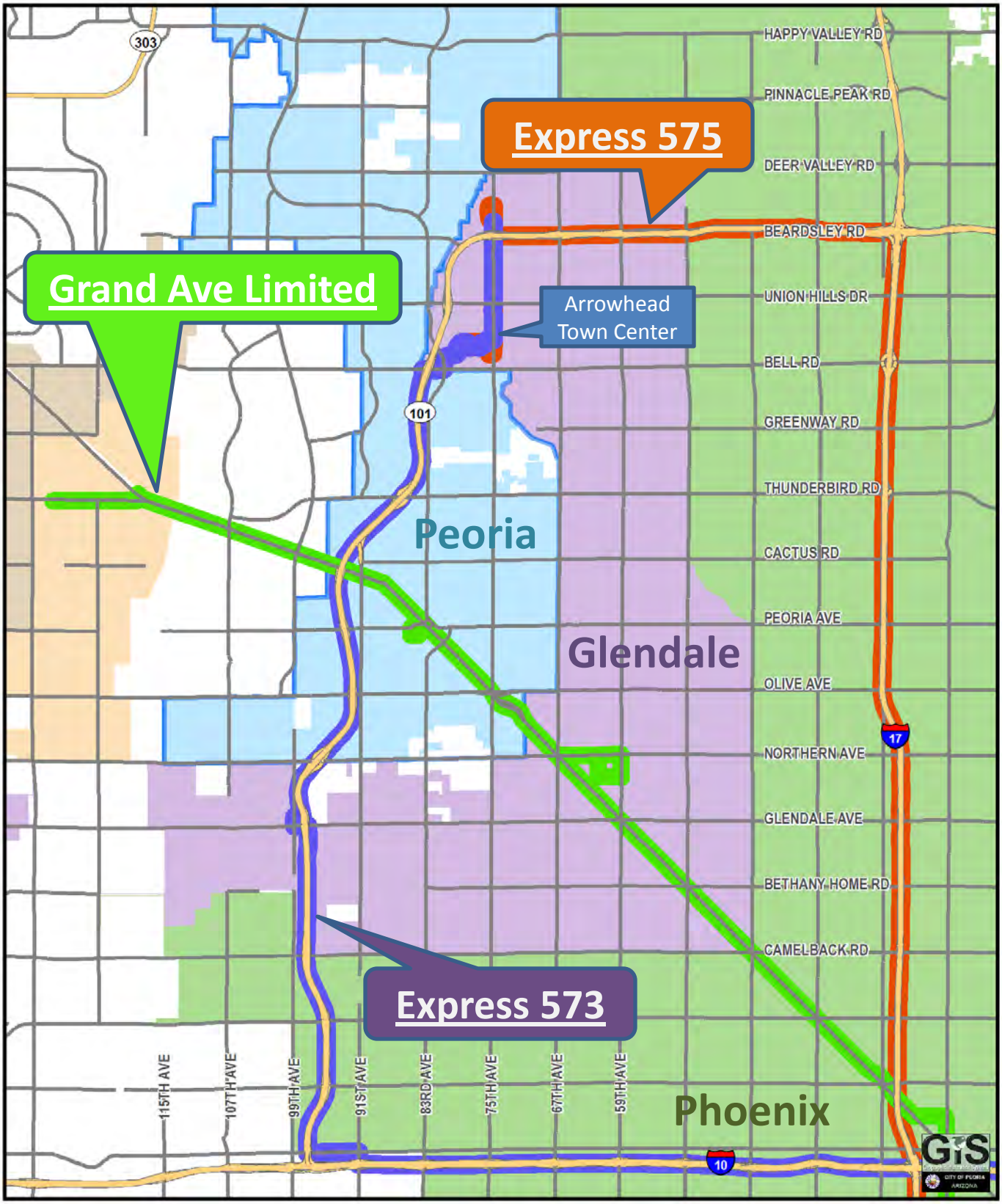




Proposed RTPA Funding
Local Bus Routes

1:120,000 Scale

NOTE:



Proposed RTPA Funding
Express Bus Routes

1:120,000 Scale

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