

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PEORIA AND
CITY OF PHOENIX FOR IMPROVEMENTS:
67TH AVENUE; PINNACLE PEAK ROAD TO HAPPY VALLEY ROAD**

This Intergovernmental Agreement (**Agreement**) is between the City of Peoria, an Arizona municipal corporation (**Peoria**), and the City of Phoenix, an Arizona municipal corporation (**Phoenix**). Peoria and Phoenix are collectively referred to as the “**Parties**” or individually as a “**Party**”.

STATUTORY AUTHORIZATION

1. Peoria is authorized, pursuant to A.R.S. §§ 9-240 and 9-276, and Article I, Section 3 of the Peoria City Charter, to lay out and establish, regulate, and improve streets within the City of Peoria.
2. A.R.S. § 11-951, *et seq.*, provides that public agencies may enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. §§ 9-240 and 9-276, authorize Phoenix to lay out and establish, regulate and improve streets within the City of Phoenix and to enter into this Agreement.

BACKGROUND

4. 67th Avenue is a scalloped north-south arterial roadway with various pavement sections, including a discontinuous curb, gutter and sidewalks from Pinnacle Peak Road to Happy Valley Road.
5. In 2004, Maricopa County, Peoria and Phoenix entered into an Intergovernmental Agreement (**IGA**) (LCON10804) for the development of a Design Concept Report (DCR).
6. In 2006, Maricopa County and Peoria entered into an IGA (LCON06206) for cost sharing and widening 67th Avenue between Pinnacle Peak Road and Happy Valley Road.
7. Peoria, in coordination with Phoenix, annexed the roadway, described in Section 4 above, from Maricopa County into Peoria in 2010.
8. In 2011, the Street Transportation Director for Phoenix, sent a letter to Peoria, stating that Phoenix agrees with the findings of the April 2007 DCR, outlining ultimate roadway improvements to 67th Avenue.
9. The improvements described in the April 2007 DCR were to be constructed to Phoenix standards and, upon completion of the roadway improvements by Peoria, Peoria would file for de-annexation and Phoenix would file for annexation of 67th Avenue between Pinnacle Peak Road and Happy Valley Road.
10. In 2021, Peoria updated the DCR, and plans on designing and constructing the roadway and drainage improvements, and therefore has determined to not de-annex the 67th Avenue.

11. Pinnacle Peak Road is not in direct alignment at 67th Avenue. The intersection of 67th Avenue and the western portion of Pinnacle Peak Road is located in the City of Glendale. Approximately 120 feet north of this intersection, 67th Avenue enters Peoria where it runs north along the border of Peoria and Glendale for approximately 530 feet (throughout this portion the western half of 67th Avenue is in Peoria, while the eastern half is in Glendale) to the intersection with the eastern portion of Pinnacle Peak Road (**Pinnacle Peak Road East**). Continuing further north to the intersection with Happy Valley Road, 67th Avenue is located entirely within the City of Peoria with Phoenix bordering on the east, until just before the intersection with Happy Valley Road. See Exhibit A attached hereto.
12. A 10-foot-wide strip of right-of-way on the west side of 67th Avenue south of the Happy Valley Road intersection boundary is in Phoenix (**67th Avenue Strip**). See Exhibit B attached hereto.
13. The intersection of 67th Avenue and Happy Valley Road is in Phoenix, except the south leg of the intersection which is within Peoria (**Happy Valley Road Strip**). See Exhibit C attached hereto.
14. Both the Phoenix and Peoria Street Classification Maps classify the segment of 67th Avenue between Pinnacle Peak Road East and Happy Valley Road as a major arterial roadway.
15. Peoria's plan is to improve 67th Avenue between Pinnacle Peak Road East and Happy Valley Road to include asphaltic concrete paving, both regional and local storm drain improvements, public utilities, bike lanes, curb and gutters, sidewalks, landscaping, and street lighting (the "**Project**") as depicted in Exhibit D attached hereto.
16. The Project includes constructing regional storm drain conveyance improvements including underground pipeline conduits, retention basins, inlets/outlets and diversion weir structures. Two portions of the regional watershed originate in Phoenix; the first generally crosses into Peoria through an at-grade crossing at 67th Avenue just north of the Softwind Drive intersection; the second, is a subbasin drainage area attributed to storm runoff from the area north of the Happy Valley Road intersection and east curb line of 67th Avenue running south of Happy Valley Road intersection. See Exhibits E and F attached hereto.
17. Peoria currently owns, maintains and operates the 67th Avenue roadway between Pinnacle Peak Road West and Happy Valley Road intersection. See Exhibit A.
18. Phoenix owns, maintains and operates the existing traffic signal, pavement, sidewalks, ramps, signage, and striping at the intersection of 67th Avenue and Happy Valley Road, as depicted in Exhibit C.
19. Phoenix owns, maintains and operates both sewer and water transmission mains, and customer service connections located within the 67th Avenue roadway serving businesses and residents within Phoenix.

20. The City of Glendale maintains and operates a large 48-inch diameter transmission water main located within the 67th Avenue Roadway.
21. Major project stakeholders include Peoria, Phoenix, Glendale, Flood Control District of Maricopa County (**District**), and the State of Arizona (**State**).
22. When completed, the Project improvements will include the following:
 - a. Widening 67th Avenue to include six through lanes, bike lanes, sidewalks, and raised medians in the vicinity of the retail/commercial near Happy Valley Road and transition south into the existing four lane facility in Glendale.
 - b. Regional and local storm drainage.
 - c. Street lights.
 - d. Limited landscaping.
 - e. Non-City owned utility coordination and relocation (telecommunication, gas, electric, etc.).
 - f. Several Phoenix owned water main conflict relocations and Peoria water main conflict relocations.
 - g. Right-of-way and easement acquisition, both within Peoria and Phoenix.
23. The Project is currently being funded by the Peoria Capital Improvement Projects (“**CIP**”) Program. Financial partners include the District, Peoria, and the Water Infrastructure and Finance Authority of Arizona.
24. The Project has been designed and construction began in January 2025. The Project is planned to be complete by Spring of 2027.

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to identify the roles and responsibilities of each Party with respect to the Project, including but not limited to design, right-of-way acquisition, annexation/de-annexation between each Party's jurisdictions, utility relocation, environmental clearance, construction, construction management, inspection, permitting, and maintenance and operations.

TERMS OF THE AGREEMENT

25. Both Parties Agree To:

- 25.1 Use their respective best efforts to initiate the de-annexation and

annexation processes set forth in Sections 26 and 27 of this Agreement, in compliance with the requirements of A.R.S. § 9-471, *et seq.* No further de-annexation or annexation is anticipated with this Project.

- 25.2 Apply for and obtain their respective no-cost permits, as set forth in this Agreement, for all work associated with this Project including design review fees, planning review fees, administrative fees, construction, inspection, and any ongoing annual maintenance permits required by either agency needed to maintain their respective ownership and maintenance responsibilities included in this Agreement and described in Exhibits G and H attached hereto (**Ownership and Maintenance Responsibilities**).
- 25.3 Both Parties agree to the construction of a new raised median on 67th Avenue south of the Happy Valley Road intersection as part of the Project and as depicted in Exhibit I attached hereto. The purpose of the raised median is for controlled access management to and from adjacent retail businesses located on each side of 67th Avenue south of Happy Valley Road.
- 25.4 In connection with the Project, include modifications to the existing Phoenix owned and maintained traffic signals at the intersection of Happy Valley Road and 67th Avenue to accommodate the construction of new dual northbound to westbound left turn lanes and new dual southbound to eastbound left turn lanes. Ownership and maintenance of the existing traffic signal will remain with Phoenix. Phoenix will perform striping and traffic signal modifications within Phoenix jurisdiction.
- 25.5 Both Parties agree that large scale regional drainage improvements are necessary and would likely include drainage structures, pipelines, and weir structures associated with subbasin drainage flows from Phoenix as depicted in Exhibits E and F.
- 25.6 Both Parties agree to the ownership and maintenance responsibilities associated with this Project, as set forth in Exhibit G and depicted in Exhibit H, and as further defined in this Agreement.
- 25.7 Both Parties agree to coordinate with each other on future development projects along 67th Avenue as they relate to work within or near each Party's jurisdictional boundary and interests.

26. Responsibilities of Peoria:

- 26.1 Peoria shall act as lead agency on all elements of work for the Project, which shall include without limitation design, right-of-way acquisition, utility relocation, environmental clearance, construction, and construction management.
- 26.2 Upon execution of this contract, begin the de-annexation of the Happy Valley Road Strip in compliance with the requirements of A.R.S. § 9-471,

et seq.

- 26.3 Consent to, and approve, and assist in the de-annexation of the 67th Avenue Strip and the annexation of the Happy Valley Road Strip by Phoenix as set forth in paragraphs 27.1 and 27.3 below, respectively.
- 26.4 Upon Phoenix's successful de-annexation of the 67th Avenue Strip as set forth in paragraph 27.1 below, begin the annexation of the 67th Avenue Strip in compliance with the requirements of A.R.S. § 9-471, *et seq.*
- 26.5 Design and construct the Project in compliance with the approved plans and specifications for all items of work identified in Exhibit G as Peoria's Ownership and Maintenance Responsibilities to Peoria standards, and all items of work identified as Phoenix's Ownership and Maintenance Responsibilities to Phoenix standards respectively.
- 26.6 Peoria shall pay all Project costs and be financially responsible for dedicated time by their staff as it relates to the Project.
- 26.7 Peoria shall perform all inspections of improvements related to the Project. Any significant plan deviations will require coordination and approval by Phoenix prior to acceptance, and such approval will not be unreasonably withheld.
- 26.8 Peoria shall ensure contractors and subcontractors have appropriate liability insurance and the contractors' and subcontractors' policies include Phoenix as additional insured.
- 26.9 Peoria shall allow Phoenix to perform a final inspection of the Project improvements after which Peoria will remedy any reasonable punch list items prior to Phoenix's acceptance of improvements located along east side of 67th Avenue behind back of curb (see Exhibit G and H).
- 26.10 Peoria is responsible for obtaining any necessary temporary construction easements from Phoenix and any remaining public rights-of-way located within Phoenix (along the east side of 67th Avenue) in accordance with Peoria street classification map for major arterial roadways. This includes without limitation any future development plans submitted to Phoenix for approval.
- 26.11 Upon completion of the Project, Peoria shall provide Phoenix with copies of the final construction documents including as-built plans, copies of materials test results and mix designs, shop drawings, and any construction inspection reports associated with Phoenix's acceptance of the Project improvements constructed within City of Phoenix jurisdiction and further defined in Exhibits G and H.
- 26.12 Peoria shall maintain improvements as detailed in Exhibits F, G, and H.

- 26.13 Peoria shall allow Phoenix access for future maintenance of signal equipment located at 67th Avenue and Happy Valley Road by issuing no-cost permits to the City of Phoenix.

27. Responsibilities of Phoenix:

- 27.1 Upon execution of this Agreement, promptly begin the process of de-annexing the Happy Valley Road Strip in compliance with the requirements of A.R.S. § 9-471, et seq., to also include any additional property required to accommodate the existing pedestrian crosswalk striping and ramps currently within Phoenix (see Exhibits B and C) that is improved as part of the Project, as well as needed for the Project as is acquired by Peoria for the public roadway, whether by purchase, condemnation or dedication, that the Parties mutually determine should be annexed into Phoenix.
- 27.2 Consent to, and approve, and assist in the de-annexation of the Happy Valley Road Strip and the annexation of the 67th Avenue Strip by Peoria as set forth respectively in paragraphs 26.2 and 26.4 above.
- 27.3 Upon Peoria's successful de-annexation of the Happy Valley Road Strip as set forth in paragraph 26.2 above, begin the process annexing the Happy Valley Road Strip in compliance with the requirements of A.R.S. § 9-471, et seq.
- 27.4 At no cost to Peoria, use Phoenix staffing resources and procurement processes, to provide Construction Administration and Inspection (CA&I) for the City's facilities that are impacted by the Project. The Project shall cover the cost of permitting, relocating, replacing, upgrading, and/or restoring, any new or existing Phoenix owned and maintained water services to Phoenix residents and businesses, including Phoenix fire hydrants or service connections that may be directly impacted by or included with the Project.
- 27.5 At no cost to Peoria, use Phoenix staffing resources and procurement processes, to permit, remove, restore, and complete any new signing and striping improvements included with the Project located in Phoenix (see Exhibit I), which more specifically includes, without limitation, the 67th Avenue and Happy Valley Road intersection work.
- 27.6 Provide a timely review of all design plans for the Project, as provided by Peoria.
- 27.7 Operate and maintain the traffic signal at 67th Avenue and Happy Valley Road as set forth in Exhibit G.

- 27.8 Allow Peoria access and issue no-cost permits, including necessary traffic control permits, for any Project related ongoing operation and maintenance activities performed within Phoenix jurisdiction.
- 27.9 Grant a drainage easement and temporary construction easement for the parcel 201-12-549 (see Exhibit J).
- 27.10 Upon final acceptance of the Project, and with the exception of any liability arising from the City of Peoria's design and construction of items as set forth in paragraph 26.5, Phoenix shall assume all related liability and accept ownership, operation, and maintenance responsibilities for the following roadway features located east of the east curb of 67th Avenue (see Exhibits G and H):
 - 27.10.1 Sidewalks
 - 27.10.2 Streetlights
 - 27.10.3 Landscape and irrigation
 - 27.10.4 Water meters (no new meters installed with this project)
 - 27.10.5 Fire hydrants

GENERAL TERMS AND CONDITIONS

- 28. To the extent permitted by law, each Party will defend, indemnify and save the other party harmless, including any of the Party' departments, agencies, officers, employees, elected officials or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees. The provisions of this Section 28 shall survive the termination or expiration of this Agreement.
- 29. This Agreement shall become effective as of the date it is executed by all governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied.
- 30. This Agreement may be amended only upon the written agreement of the Parties.
- 31. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
- 32. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 32.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify program under A.R.S. Section 23-214(A).

- 32.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 32.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and to require that the contractor make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
- 32.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
33. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued according to 50 U.S.C. § 4842.
34. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:
- 32.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
- 32.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 32.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.
35. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
36. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement,

where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option may terminate this Agreement without waiving any available remedies at law or in equity.

37. All notices required under this Agreement to be given in writing shall be sent to:

City of Peoria
Development and Engineering
Director (or Designee)
9875 N. 85th Ave
Peoria, Az 85345

Copy to:
City of Peoria City Attorney's Office
8401 W. Monroe Street
Peoria, AZ 85345

City of Phoenix
Street Transportation Director (or Designee)
200 West Washington Street, 5th Floor
Phoenix, AZ 85003

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

38. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
39. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the City of Peoria City

Council and the Phoenix City Council in such fiscal year, This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.

40. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
41. This Agreement and all exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
42. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
43. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
44. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
45. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
46. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Friday, Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Friday, Saturday, Sunday or legal holiday.
47. Except for the duty to pay earned wages/contracted prices for goods or services

actually provided, neither Party shall be liable in any manner for any delay or failure that lasts longer than thirty (30) days to perform its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond such Party's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement.

48. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
49. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
50. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
51. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
52. This Agreement shall be governed by the laws of the State of Arizona.
53. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
54. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.
55. In accordance with Arizona Revised Statutes § 11-952(D) attached and incorporated in this Agreement 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.

[SIGNATURES ON FOLLOWING PAGES]

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

CITY OF PHOENIX

CITY OF PEORIA

By _____
ED ZUERCHER
City Manager

By _____
HENRY DARWIN
City Manager

ATTEST:

ATTEST:

By _____
Denise Archibald
City Clerk

By _____
Agnes Goodwine
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF PHOENIX

I have reviewed the above referenced Intergovernmental Agreement between the CITY OF PEORIA, and the CITY OF PHOENIX, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 9-240, and 9-276, and 11-952 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 2025.

Julie M. Kriegh, City Attorney

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

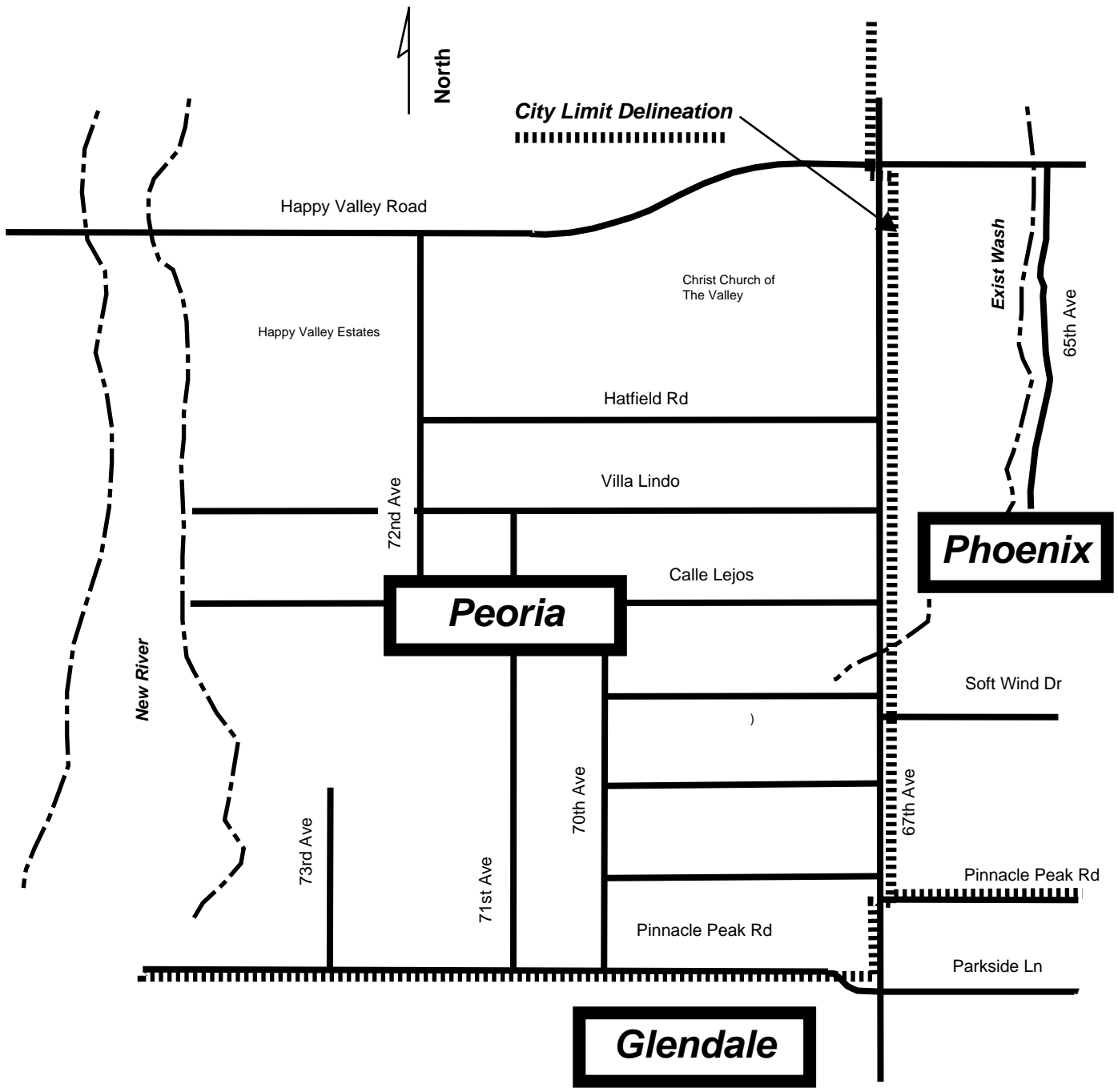
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952 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 2025.

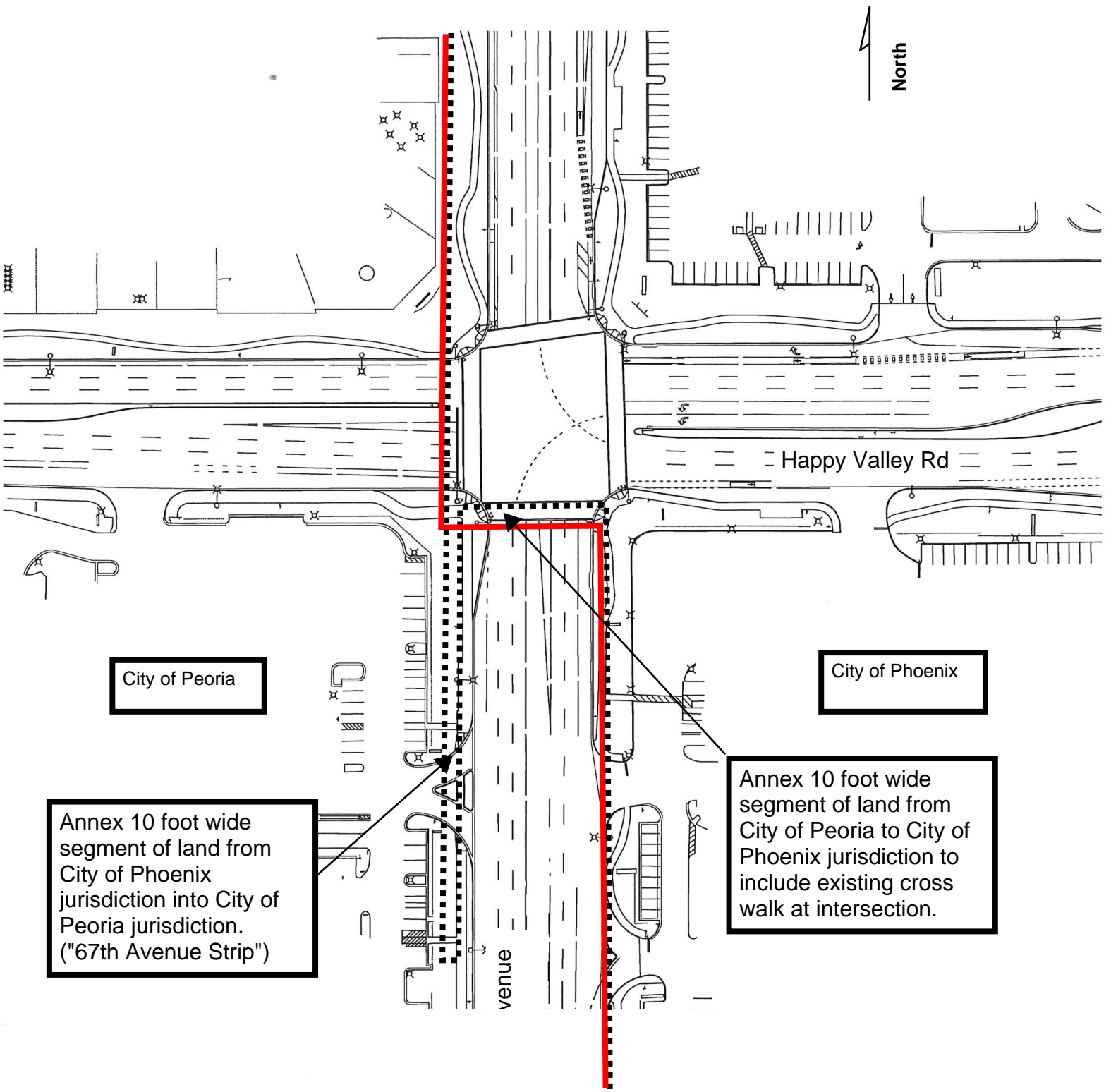
Emily Jurmu, City Attorney

Exhibit A



Existing City Limits Delineation - (Shown Approximate)

Exhibit B



City of Peoria

City of Phoenix

Annex 10 foot wide segment of land from City of Phoenix jurisdiction into City of Peoria jurisdiction. ("67th Avenue Strip")

Annex 10 foot wide segment of land from City of Peoria to City of Phoenix jurisdiction to include existing cross walk at intersection.

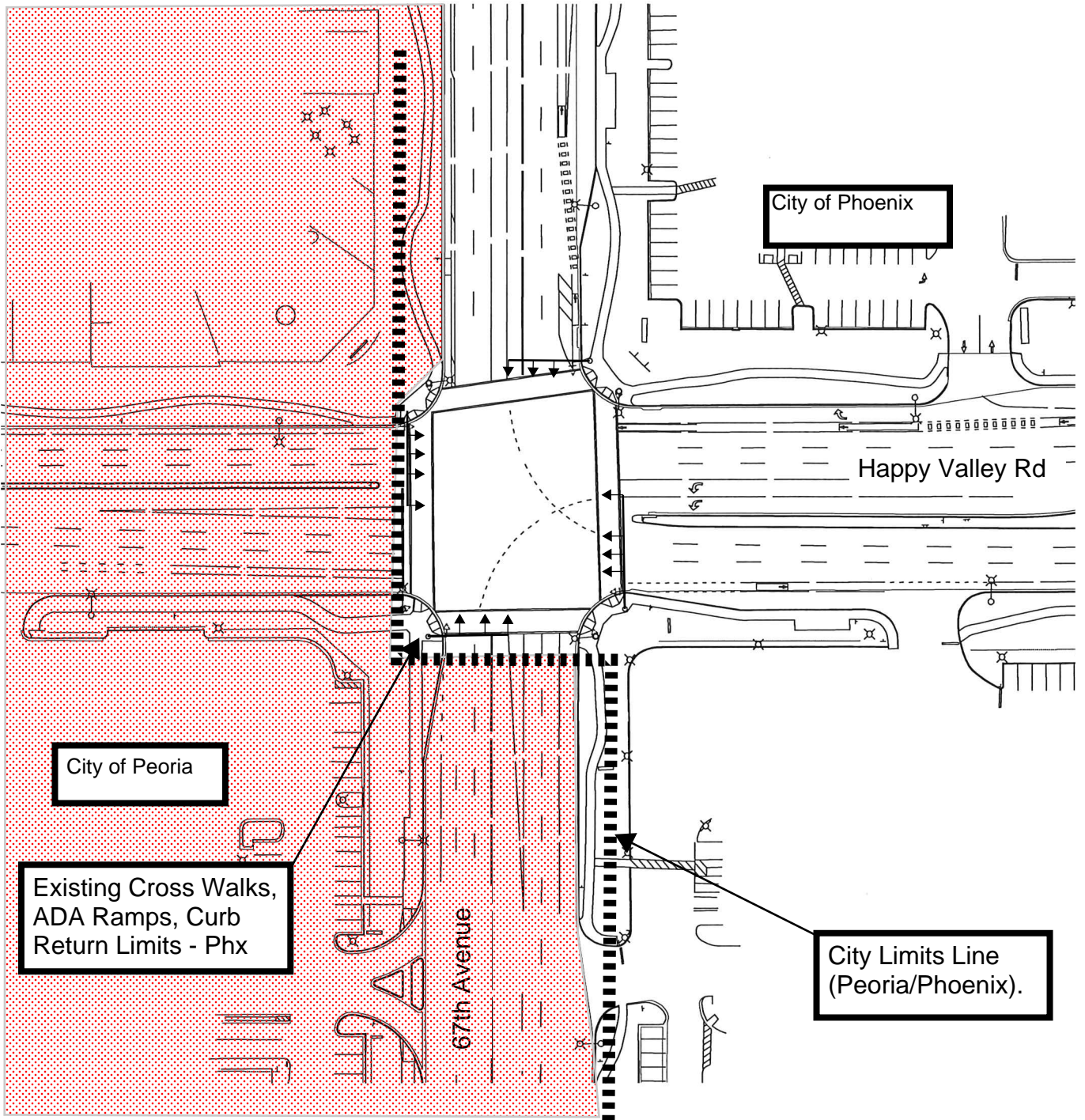
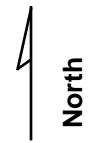
Annexation/De-Annexation Peoria & Phoenix - Happy Valley Rd Intersection

New Proposed City Limits Line (Peoria/Phoenix) —

Existing City Limits Line (Peoria/Phoenix) - - - - -

EXHIBIT B

Exhibit C



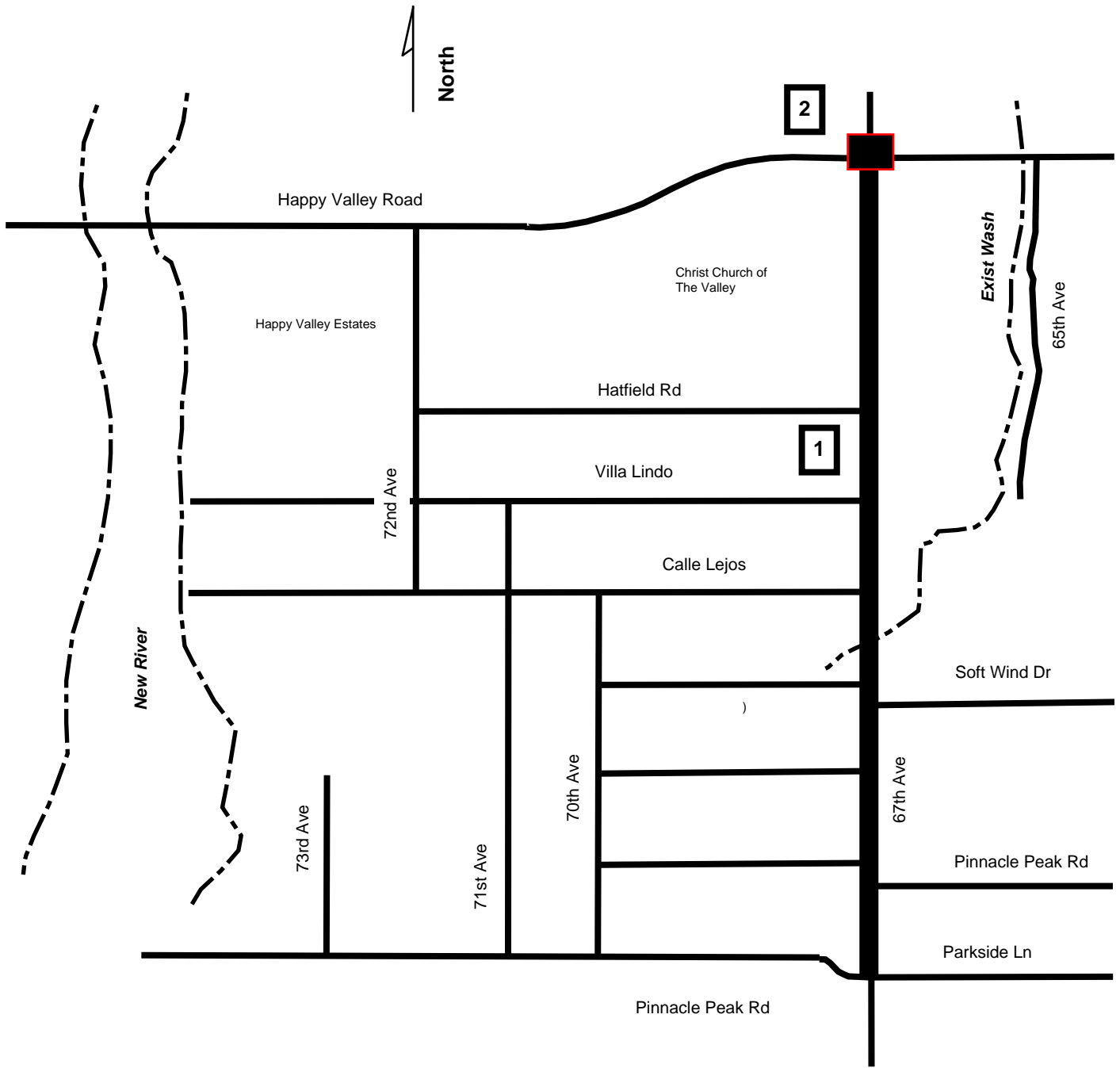
67th Ave & Happy Valley Rd Intersection Maintenance Responsibilities

City of Peoria Maintenance



EXHIBIT C

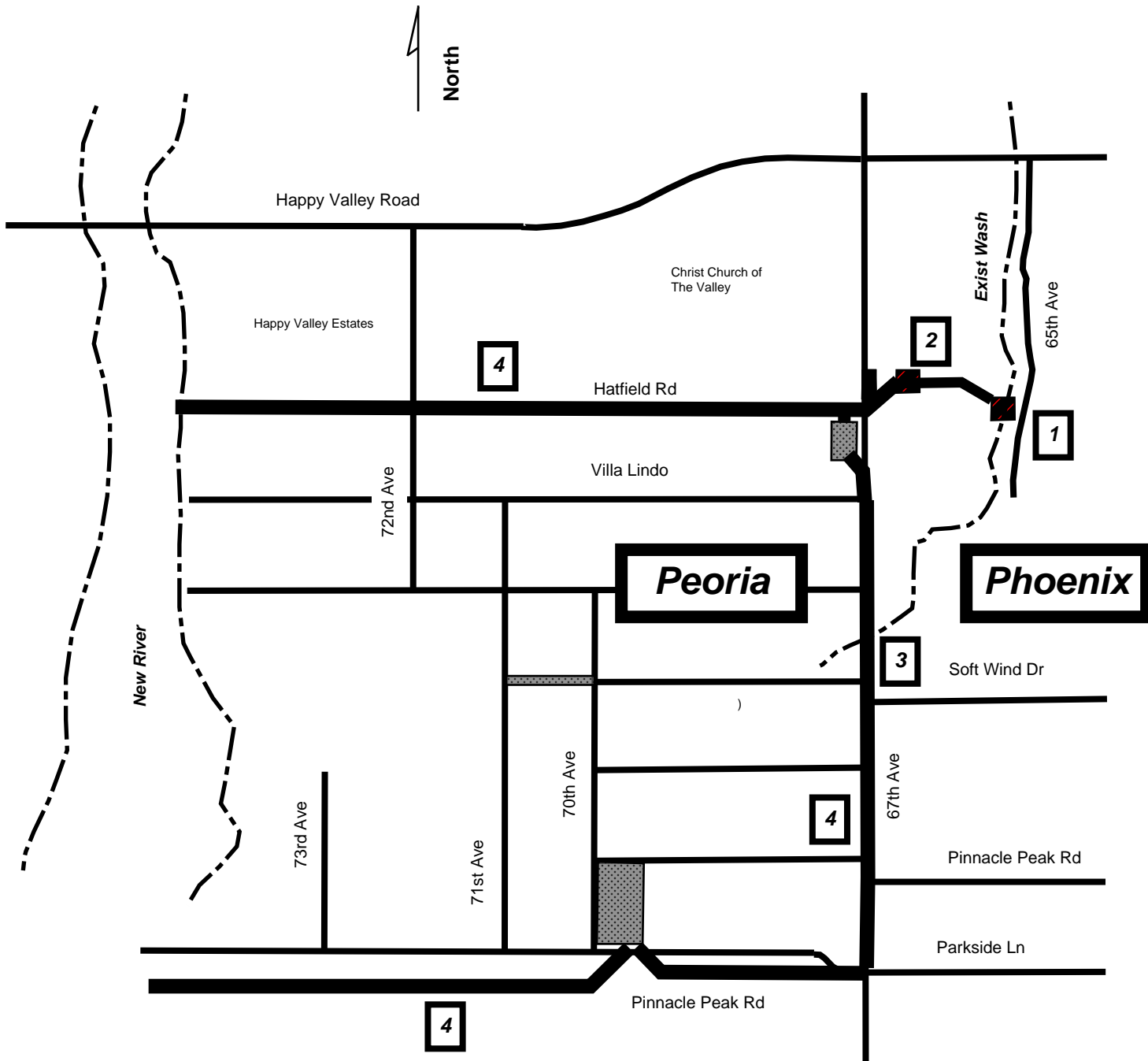
Exhibit D



Proposed 67th Ave Street Improvements

- 1 67th Avenue Widening Pinnacle Peak to Happy Valley Rd.
(Pavement, Curbs, Swks, Street Lighting, Signal Modification)
- 2 Intersection Improvements (Exhibits C & I)

Exhibit E

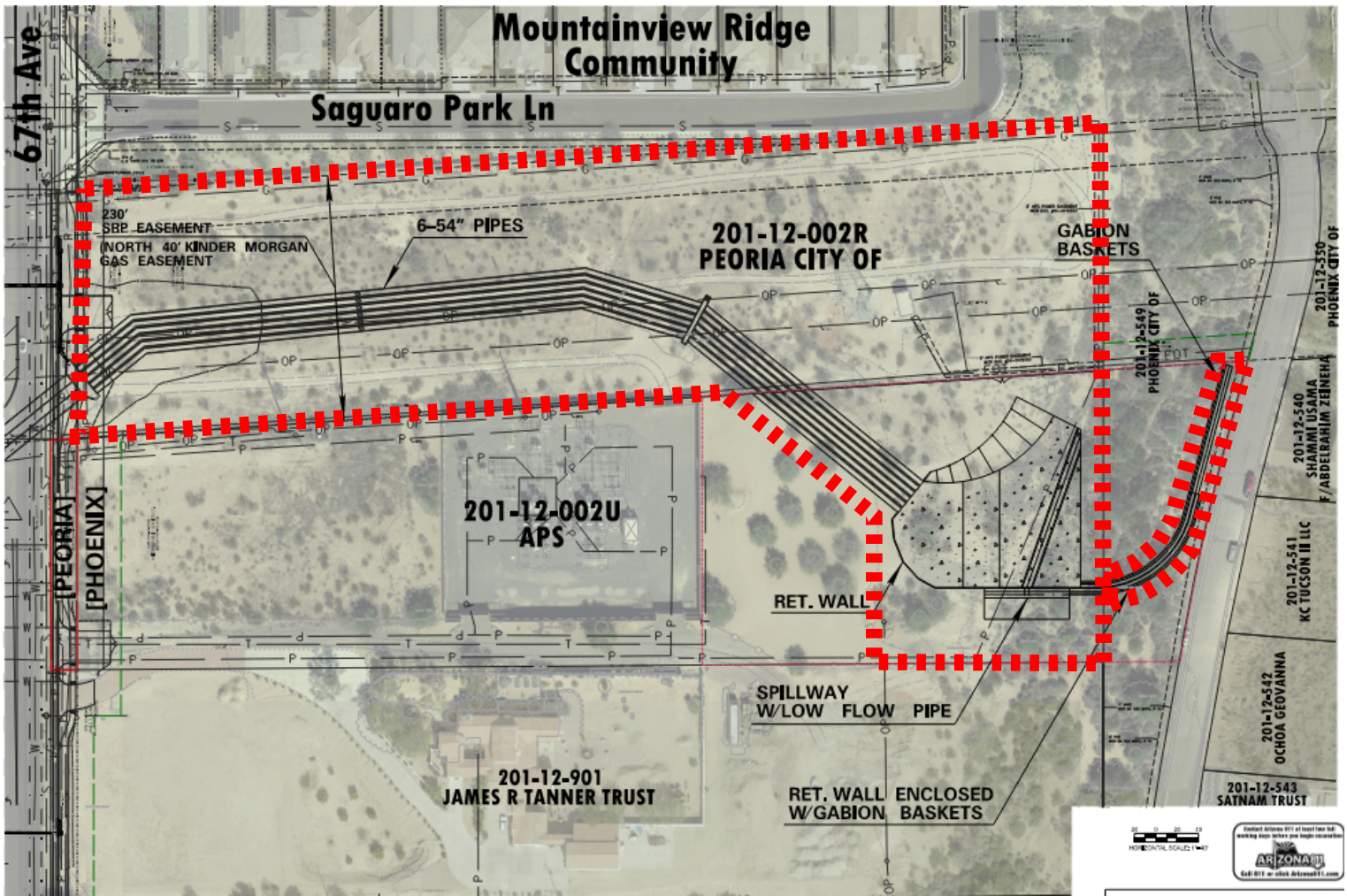


Regional Drainage Improvements (Maintenance by Peoria)

- 1 New Intake Weir Structure Within Exist Wash Flow Split (Exhibit F)
- 2 60-inch Dia Storm Drain Pipes
- 3 New Intake Structure (Exist Wash Chaminade Community Open Space)
- 4 90-inch Dia Storm Drain Pipes (Outlet To New River)

EXHIBIT E

Exhibit F



Proposed Regional Storm Drain Improvements Within Phoenix Jurisdiction (Maintenance By Peoria)

Area Maintained By Peoria (Exception Existing Electric Facilities Owned and Maintained By Others). Includes Gabion Drainage Structure Only on Phoenix Parcel APN 202-12-549. All Other Areas Are Not Subject To This IGA).



Exhibit G

Exhibit G – Phoenix Ownership and Maintenance Responsibilities

Narrative – 67th Avenue; Pinnacle Peak Rd to Happy Valley Rd Intersection.

(Applies to Existing and New Project Improvements Defined Below)

Intersecting Side Streets and/or Driveways Along East Side of 67th Avenue

Phoenix will continue to maintain all existing and new roadway pavement, signage, pavement markings, sidewalks, and sidewalk pedestrian ramps for intersecting side streets and driveways serving City of Phoenix residents and businesses.

67th Avenue and Happy Valley Rd Intersection

Phoenix will continue to maintain all existing and new roadway pavement, signage, traffic signals, and pavement markings at the intersection of 67th Avenue and Happy Valley Rd intersection.

New and Existing Improvements Within 67th Ave Public Rights of Way:

From Pinnacle Peak Rd to Happy Valley Rd intersection, Phoenix will own and maintain all existing and proposed improvements along the east side of 67th Avenue within the 67th Avenue right of way and east of the new or existing roadway back of curb including the following:

- Street Lighting
- Landscaping
- Fire Hydrants
- Water Meters

67th Ave Drainage Improvements – Softwind Dr to Happy Valley Rd Intersection

- The existing storm drain system located on the east side of 67th Avenue between Softwind Dr and Happy Valley Rd intersection and including the system within the intersection, and both north and east of the intersection will continue to be owned and maintained by Phoenix as it does not appear to meet both Flood Control District and Peoria maintenance and design standards. This includes all inlets, pipelines, channels, scuppers and retention basins. This project does not include any upgrades or provisions required to meet either parties current standards.

67th Ave Existing Phoenix Sewer and Water Transmission Pipelines

Phoenix will continue to maintain all existing Phoenix sewer and water system improvements within the 67th Avenue right of way.

Exhibit G – Peoria Ownership and Maintenance Responsibilities

Narrative – 67th Avenue; Pinnacle Peak Rd to Happy Valley Rd Intersection.

(Applies to Existing and New Project Improvements)

Roadway Pavement, Signage and Pavement Markings

Peoria will continue to maintain all existing and new roadway pavement, signage, and pavement markings within the 67th Ave from Pinnacle Peak Rd to Happy Valley Rd intersection with exception to the following:

- A) The paving, signage, and pavement markings within the intersection of 67th Ave and Happy Valley Rd (Phoenix jurisdiction), and including pedestrian crosswalks and stop bars at the intersection.
- B) Any roadway paving associated with side streets and driveways along the east side of 67th Avenue serving City of Phoenix residents and businesses which will be owned and maintained by the City of Phoenix.

Curbs, Gutters, Valley Gutters

Peoria will continue to maintain all roadway curbs, gutters, and drainage valley gutters along both sides of 67th Ave with exception to:

- A) The intersection of 67th Ave and Happy Valley Rd (Phoenix jurisdiction)
- B) Any curbs, and gutters associated with side streets and driveways along the east side of 67th Avenue serving City of Phoenix residents and businesses which will be owned and maintained by the City of Phoenix.

Driveways – Residential and Commercial

Peoria will own and maintain all driveways along the west side of 67th Ave between Pinnacle Peak Road and Happy Valley Rd.

Sidewalks and ADA Sidewalk Ramps Within Public Rights of Way;

Peoria will own and maintain all pedestrian sidewalks and ADA pedestrian ramps along the west side of 67th Ave.

Street Lighting within Public Right of Way

Peoria will own and maintain all street lighting along the west side of 67th Ave.

Traffic Signals

Peoria will own and maintain the existing traffic signal and appurtenances at the main entrance to the Christ Church of the Valley on 67th Ave north of Hatfield Rd.

Landscaping within Public Right of Way

Unless otherwise determined by each respective jurisdiction:

- Peoria will own and maintain all new landscaping along the west side of 67th Ave located behind back of roadway curbs.

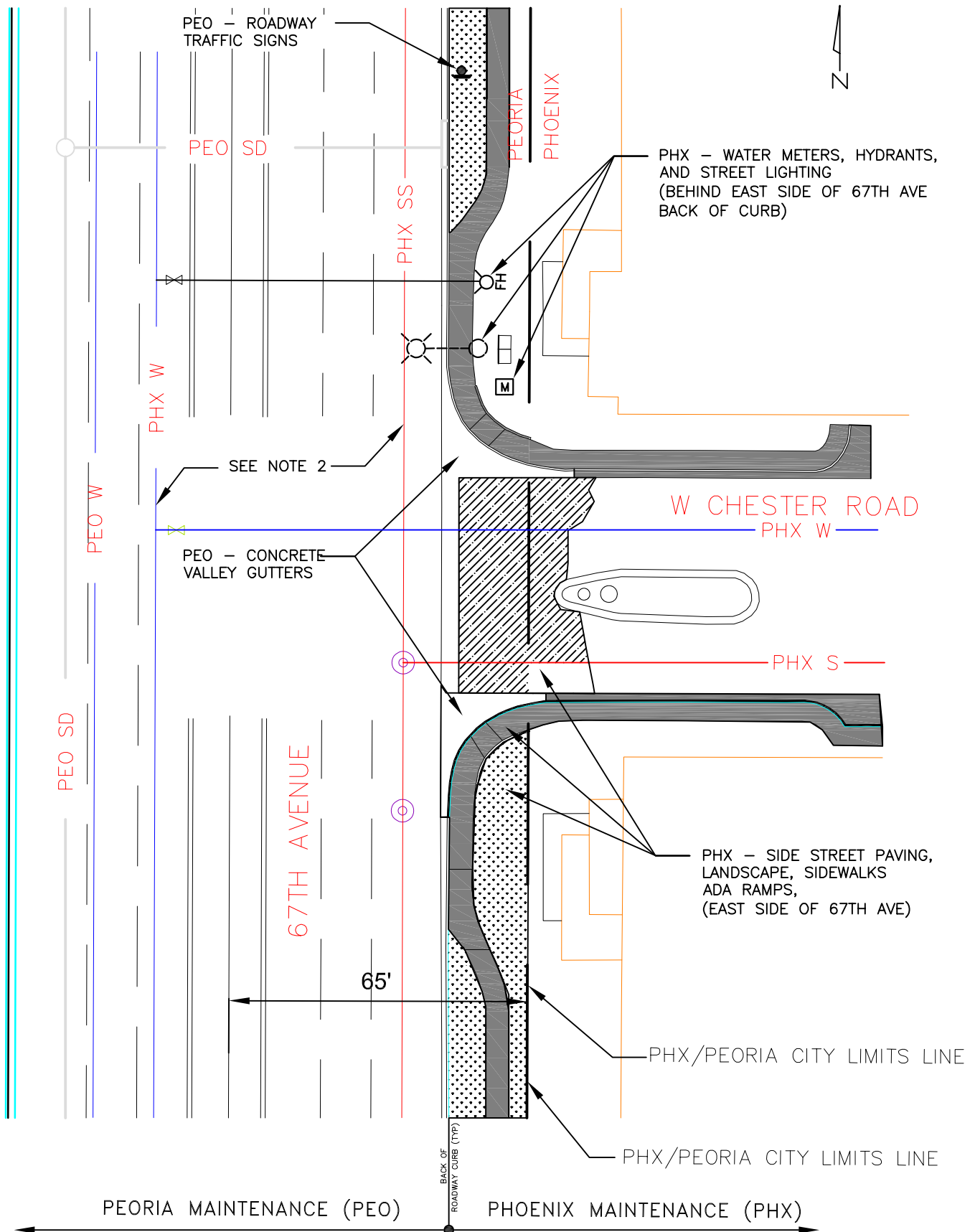
Fire Hydrants and Water Meters

- Peoria will own and maintain all new fire hydrants and water meters along the west side of 67th Ave being served from City of Peoria water systems.

Regional and Local Storm Drain Improvements

- Peoria will own and maintain the new regional and local storm drain improvements being installed with the project including retention basins, weir structures, drywells, catchbasins, manholes, and inlet/outlet structures included with the Project. Exhibits E and F.

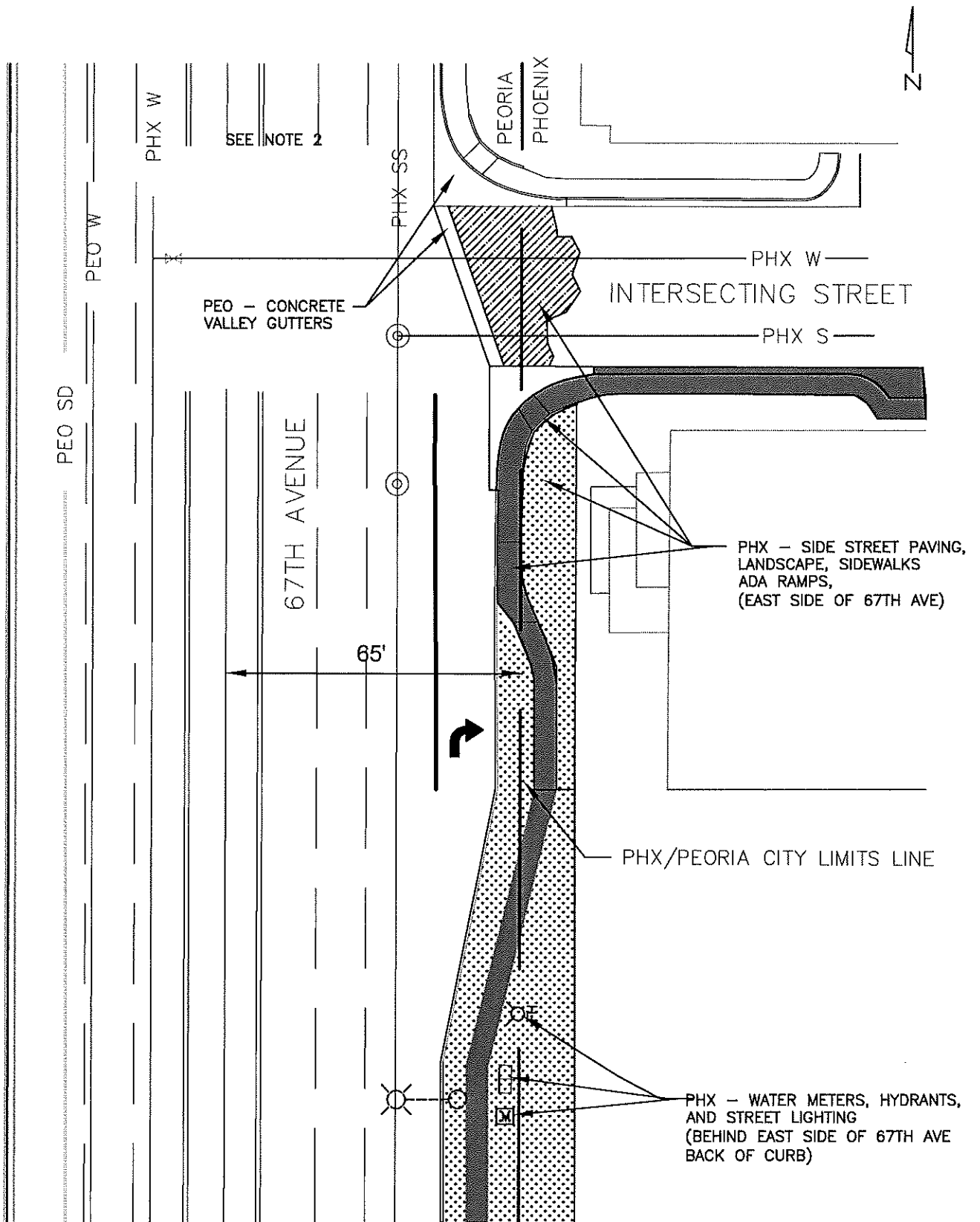
Exhibit H



NOTES:

1. WHERE DEDICATED RIGHT TURN LANES OCCUR THE SAME PRINCIPLE OF MAINTENANCE RESPONSIBILITIES APPLY.
2. EXISTING PHOENIX WATER AND SEWER MAINS, VALVES, AND MANHOLES, WITHIN 67TH AVE RIGHT OF WAY ARE PERMITTED AND MAINTAINED BY PHOENIX.

EXHIBIT H

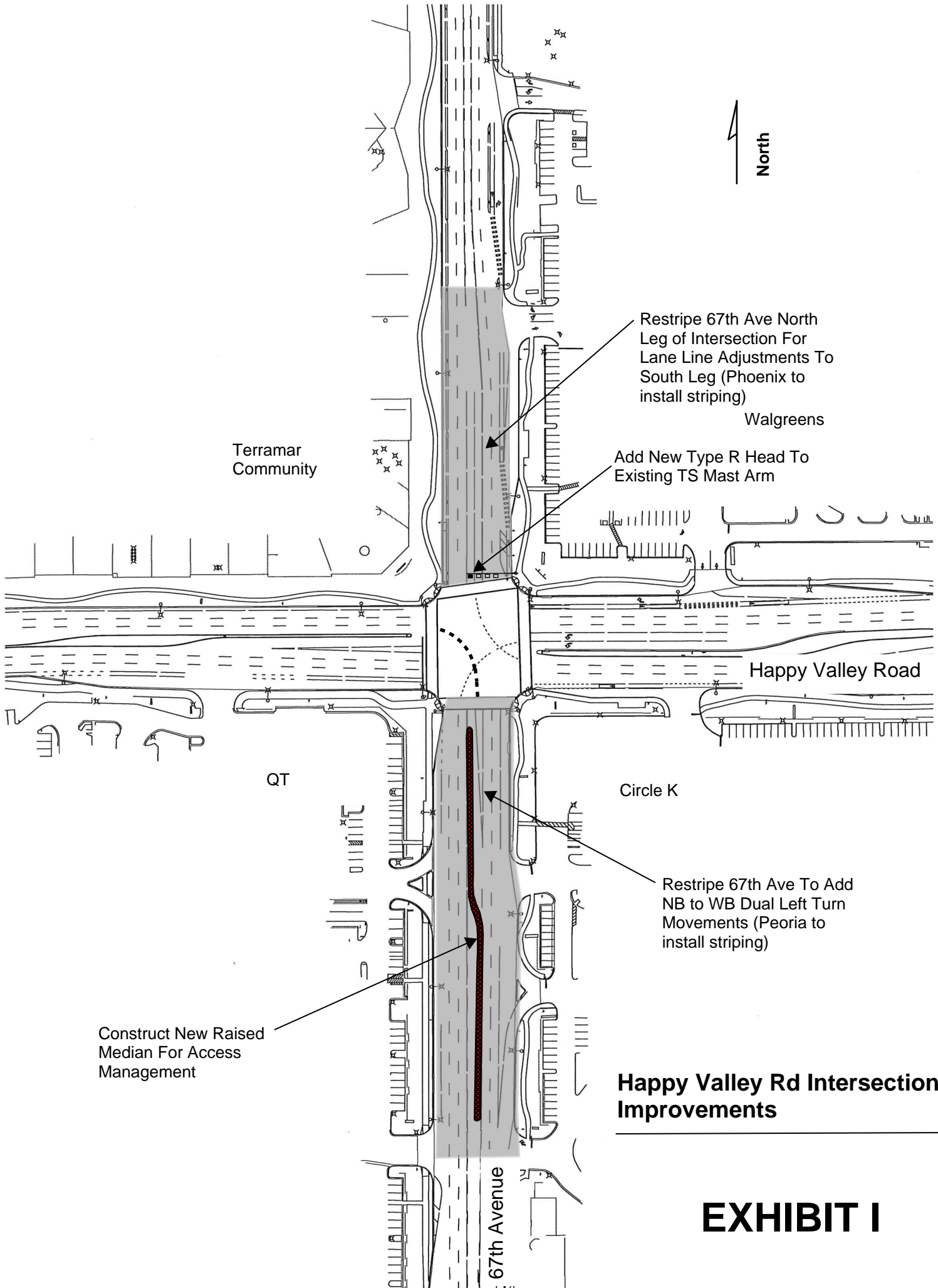


TYPICAL DECELERATION LANE AS APPROVED AND PERMITTED BY PHOENIX

NOTES:

1. ADDITIONAL PAVEMENT FOR DECELERATION LANE, PAVEMENT MARKING LEGENDS, AND ADDITIONAL SIGNAGE TO BE MAINTAINED BY PEORIA.
2. EXISTING PHOENIX WATER AND SEWER MAINS, VALVES, AND MANHOLES, WITHIN 67TH AVE RIGHT OF WAY ARE PERMITTED AND MAINTAINED BY PHOENIX.

Exhibit I



North

Restripe 67th Ave North Leg of Intersection For Lane Line Adjustments To South Leg (Phoenix to install striping)

Walgreens

Add New Type R Head To Existing TS Mast Arm

Terramar Community

Happy Valley Road

QT

Circle K

Restripe 67th Ave To Add NB to WB Dual Left Turn Movements (Peoria to install striping)

Construct New Raised Median For Access Management

Happy Valley Rd Intersection Improvements

67th Avenue

EXHIBIT I

Exhibit J



Exhibit J
LEGAL DESCRIPTION
Drainage Easement
APN 201-12-549

A portion of Tract C of the Tuscan Hills Subdivision recorded in Book 565, Page 10 of Maricopa County Records, Section 7, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

That portion of said Tract C bounded on the west by the east line of that Parcel described in Instrument Number 1999-0312611 of Maricopa County Records, bounded on the south by the easterly prolongation of the south line of said Parcel, bounded on the east by the west right of way of 65th Avenue, and bounded on the north by the easterly prolongation of the north line of said Parcel.

Containing approximately 27,151 square feet (0.623ac).

END OF DESCRIPTION

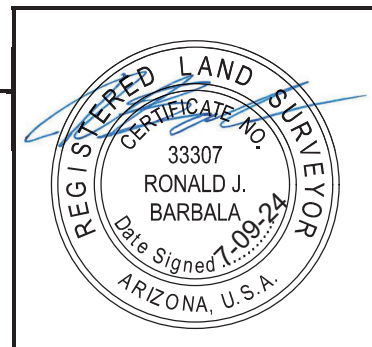
Page 1 of 2

Title: 201-12-549 Drainage Easement

Preparing Firm: Wood Patel & Associates

Address: 2051 W. Deer Valley Rd. #100

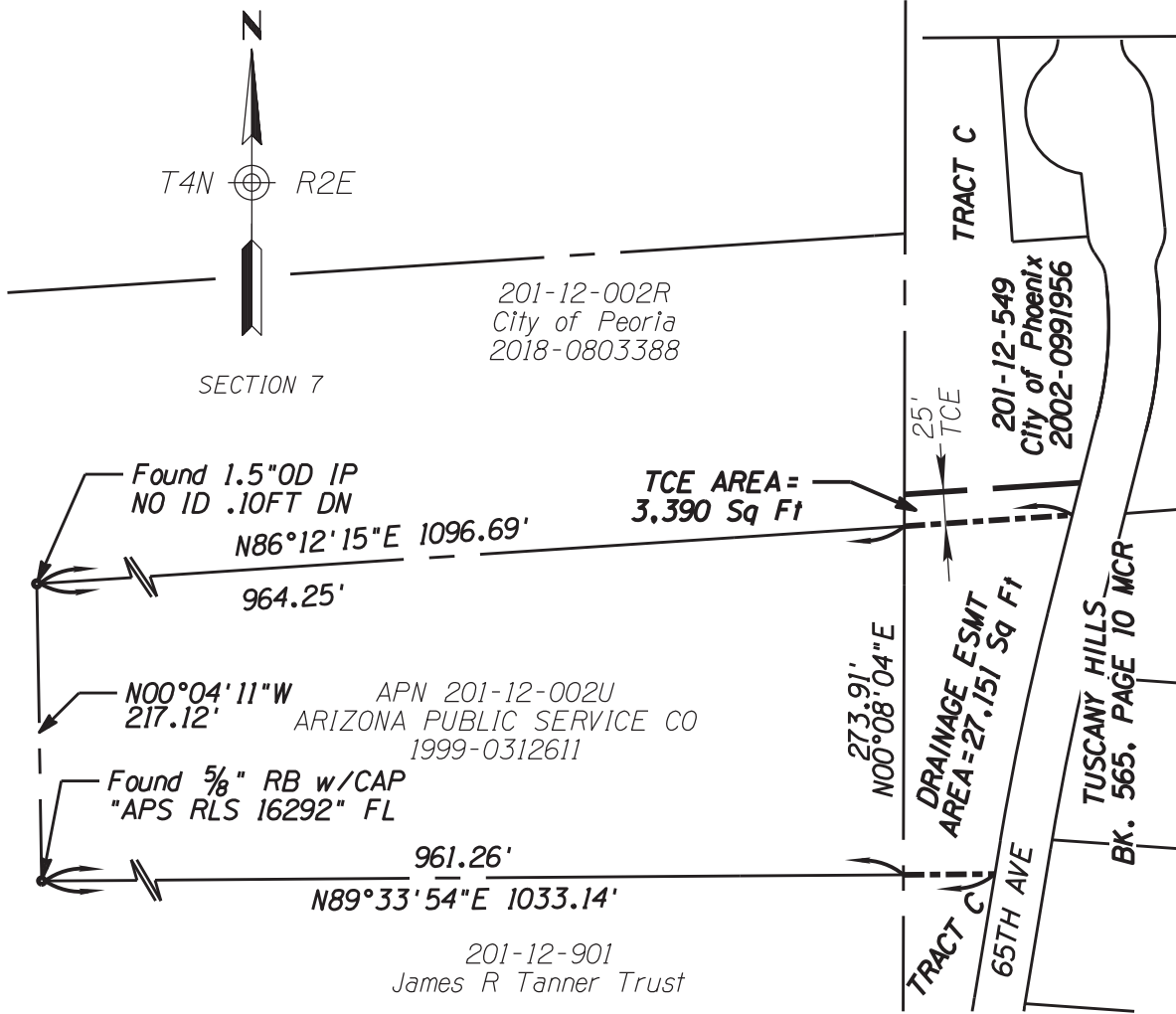
Phone: 602-335-8500 Fax: _____



EXPIRES 03-31-26



Exhibit J SKETCH



Title: 201-12-549-DRAINAGE ESMT & TCE

Preparing Firm: Wood Patel & Associates, Inc

Address: 2051 West Northern Ave. 100 Phx., AZ 85021

Phone: 602-335-8500 Fax: N/A

