Mayor	Willow District	Acacia District	Ironwood District	Mesquite District	Palo Verde District	Pine District
Jason Beck	Jon Edwards, Vice Mayor	Jennifer Crawford, Mayor Pro Tem	Bill Patena	Brad Shafer	Michael Finn	Denette Dunn

City Council Meeting Notice & Agenda

Tuesday, November 19, 2024
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Executive Session Meeting

3:30 P.M. Convene

Roll Call

Regular Agenda

1 R. **Authorization to Hold an Executive Session**

Discussion and possible action to authorize the holding of an Executive Session for the purpose of discussions or consultations with designated representatives of the public body and/or legal counsel in order to consider its position and instruct its representatives regarding:

(a) Discussion or consultation for legal advice concerning the proposed settlement of Natasha Pritchett v. City of Peoria and general Litigation updates, pursuant to A.R.S. § 38-431.03 (A)(3) and A.R.S. § 38-431.03 (A)(4).

(b) Discussion or consultation for legal advice concerning Agreement Negotiation - North Peoria pursuant to A.R.S. § 38-431.03(A)(2); A.R.S. § 38-431.03(A)(3); A.R.S. § 38-431.03(A)(4); A.R.S. § 38-431.03(A)(7)

(c) Discussion or consultation for legal advice concerning employment, assignment, appointment, promotion, or salaries of a public officer or appointee pertaining to the evaluation process and performance of the City Manager pursuant to A.R.S. § 38-431.03(A)(1), A.R.S. § 38-431.03(A)(2), A.R.S. § 38-431.03(A)(3).

Adjournment

Executive Session

Convene immediately following Executive Session Meeting
Executive Room, City Council Chamber

Under the provisions of A.R.S. 38-431.02 there will be a **CLOSED EXECUTIVE SESSION.**

Executive Session Agenda

2 R. An Executive Session for the purpose of discussions or consultations with designated representatives of the public body and/or legal counsel in order to consider its position and instruct its representatives regarding:

(a) Discussion or consultation for legal advice concerning the proposed settlement of Natasha Pritchett v. City of Peoria and general Litigation updates, pursuant to A.R.S. § 38-431.03 (A)(3) and A.R.S. § 38-431.03 (A)(4).

(b) Discussion or consultation for legal advice concerning Agreement Negotiation - North Peoria pursuant to A.R.S. § 38-431.03(A)(2); A.R.S. § 38-431.03(A)(3); A.R.S. § 38-431.03(A)(4); A.R.S. § 38-431.03(A)(7)

(c) Discussion or consultation for legal advice concerning employment, assignment, appointment, promotion, or salaries of a public officer or appointee pertaining to the evaluation process and performance of the City Manager pursuant to A.R.S. § 38-431.03(A)(1), A.R.S. § 38-431.03(A)(2), A.R.S. § 38-431.03(A)(3).

The above-named Public Body of the City of Peoria, Arizona will convene into Executive Session pursuant to A.R.S. 38-431.03 for those items listed on the agenda. Only those persons who are:

- Members of the Public Body, or
- Officers of the City that are required to attend, or
- Those individuals whose presence is reasonably necessary for the Public Body to carry out its Executive Session responsibilities as determined by the City Attorney may be present during the Executive Session.

All persons who remain present during the Executive Session are reminded that the business conducted in Executive Session, including all discussion taking place herein, is confidential and may not be disclosed to any person, except as permitted by law.

Arizona Open Meeting Act:

Arizona law requires that persons who are present in an executive session receive instruction regarding the confidentiality requirements of the Arizona Open Meetings Act. Minutes and discussions made during executive sessions are confidential and may not be disclosed to any party, except:

- Members of the Council,
- Appointees or employees who were subject of discussion under the personnel item subsection of the Open Meetings Act,
- County Attorney or Attorney General pursuant to an investigation of a violation of the Open Meetings Act, and
- Arizona Auditor General in connection with an audit authorized by law.

Any person who violates or who knowingly aids, agrees to aid, or attempts to aid another person in violating the Arizona Open Meetings Law may be punished by fine of up to $500.00 per violation and/or by removal from public office.

Study Session

5:00 P.M. Convene

Roll Call

Study Session Agenda

Subject(s) for Discussion Only

3. **Mid-Year Financial Review**

4. **Large Water User Ordinance, Future Customers, Water Resources Management**

Adjournment

Regular Meeting

6:00 P.M. Convene

Invocation
Pledge of Allegiance
Roll Call
Final Call to Submit Speaker Request Forms

If you wish to address the City Council, please complete a Speaker Request Form and return it to the Clerk.

NOTE: The City Council may go into Executive Session at any time during this meeting pursuant to A.R.S. 38-431.03(A)(2) for the purpose of discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained confidential by state or federal law, and pursuant to A.R.S. 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the attorney or attorneys of the public body.

Presentation

5. **Candeo Peoria Jr. High Girls Volleyball Team State Championship**

Consent Agenda

CONSENT AGENDA: All items listed on the Consent Agenda are considered to be routine or have been previously reviewed and/or discussed by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If the Presiding Officer receives a timely notice of a request for removal, an item may be removed from the Consent Agenda for consideration on the Regular Agenda.

Consent

6 C. **Minutes**

Discussion and possible action to approve the October 15, 2024 City Council meeting minutes.

7 C. **Board and Commission Appointments**

Discussion and possible action to approve the recommendations from the Council Boards and Commissions Subcommittee and adopt **RES. 2024-81** appointing and reappointing members to various Boards and Commissions.

8 C. **Quarterly Investment Report**

Discussion and possible action to receive and file the Quarterly Investment Report for July through September 2024.

9 C. **Fiscal Year 2025 1st Quarter Budget Amendments and Chargebacks**

Discussion and possible action to approve the Fiscal Year 2025 1st Quarter Budget Amendments and Chargebacks.

10 C. **Citizen Commission on Salaries for Elected City Officials**

Discussion and possible action to accept or reject the recommendation made by the Citizens Commission on Salaries for Elected City Officials to increase the Mayor and Council salaries by five percent (5%) effective January 1, 2025.

11 C. **Settlement Agreement, Natasha Pritchett v. City of Peoria**

Discussion and possible action to (a) approve a settlement in the amount of $185,000 to settle a claim brought by Natasha Pritchett against the City of Peoria; (b) authorize the City Manager and City Attorney to execute all necessary documents to settle the claim; and (c) approve a budget amendment in the amount of $185,000 from Contingency to the Insurance Reserve Fund.

12 C. **Grant, Arizona Department of Administration, Fire Incident Management Program**

Discussion and possible action to: (a) authorize the Fire-Medical Department to accept a grant award in the total amount of $383,000 from the Arizona Department of Administration to be used for participation in a fire incident management and response system being implemented by the State of Arizona and administered by Versaterm; (b) authorize an agreement with Versaterm; and (c) approve a budget amendment in the amount of $383,000 from the Proposed Grants Contingency account to Arizona Department of Administration Grant Fund account.

13 C. **Memorandum of Agreement, Peoria Unified School District, 21st Century Grant Program at Ira Murphy Elementary School**

Discussion and possible action for City Council to authorize the City Manager to execute the Memorandum of Agreement between the City of Peoria and Peoria Unified School District and the 21st Century Grant Program at Ira Murphy Elementary School.

14 C. **Intergovernmental Agreement, City of Phoenix, Federal Transit Funding, Transit Operating Expense Reimbursements, Purchase of Replacement Dial-A-Ride Vehicles**

Discussion and possible action to: (a) authorize the Neighborhood and Human Services Department to accept two Intergovernmental Agreements totaling $235,161 between the City of Peoria and the City of Phoenix through Federal Transit Authority; and (b) approve a budget amendment in the amount of $211,448 from the Contingency account to the Transit Fund; and (c) authorization to use the funds as recommended.

15 C. **Intergovernmental Agreement Amendment, Regional Public Transportation Authority, Transit Services Agreement**

Discussion and possible action to approve an Intergovernmental Agreement Amendment #151-75-2025 with the Regional Public Transportation Authority, also known as Valley Metro.

16 C. **Commercial Ground Lease, Beardsley Storage LLC, 111th Avenue Right of Way**

Discussion and possible action to approve a Commercial Ground Lease for RV and Boat Storage at the 111th Ave Alignment (“Lease”); and authorize the Mayor, City Attorney and City Clerk to sign and record the Memorandum of Lease Agreement with the Maricopa County Recorder’s Office.

17 C. **Abandonment of City Interest, Easements for Water and Drainage, Multiple Locations**

Discussion and possible action to: (a) adopt **RES. 2024-82** Easement per the Final Plat for Parke West Lot 3 as Recorded in Book 927 Page 29 located at 9550 West Northern Avenue and (b) adopt **RES. 2024-83** Easement within Lot 6 per the Final Plat for Marketplace at Vistancia as recorded in Book 1776 Page 4 located at 11627 West Lone Mountain Parkway.

18 C. **Land Acquisition for a Drainage Basin, 83rd Avenue/Peoria Avenue/Grand Avenue**

Discussion and possible action to: (a) adopt **RES. 2024-84** authorizing the acquisition of property rights for the future drainage improvements located north of Grand Avenue west of 83rd Avenue and south of Peoria Avenue on land currently owned by American Outdoor Advertising LLC. as part of 83rd Avenue/Peoria Avenue/Grand Avenue Drainage Improvement project and (b) approve a budget amendment in the amount of $820,000 from contingency to the 83rd Avenue/Peoria Avenue/Grand Avenue Drainage Improvements project.

19 C. **Reconciliation, North of Pinnacle Peak Road between 68th Drive and 70th Avenue**

Discussion and possible action to approve **ORD. 2024-18** to reconcile the assigned Council District identified within the adopted Ordinance 2024-11 corresponding to the City Council action on October 1, 2024 approving the annexation of 0.15 acres of private property located north of Pinnacle Peak Road between approximately 68th Drive and 70th Avenue.

20 C. **Maintenance Improvement District No. MID 1291, Village F at Vistancia Parcel F-9, Westland Road and Garambullo Drive**

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2024-85** Intention and ordering the formation of proposed Maintenance Improvement District No. 1291, Village F at Vistancia Parcel F-9, located at Westland Road and Garambullo Drive; and adopt **RES. 2024-86** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

21 C. **Maintenance Improvement District No. MID 1294, Village I at Vistancia, Parcel I-1/2, Southeast Corner of Vistancia Boulevard and Twin Buttes Road**

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2024-87** Intention and ordering the formation of proposed Maintenance Improvement District No. 1294, Village I at Vistancia, Parcel I-1/2, located at the southeast corner of Vistancia Boulevard and Twin Buttes Road; and adopt **RES. 2024-88** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

22 C. **Street Light Improvement District No. 1189, Village F at Vistancia Parcel F-9, Westland Road and Garambullo Drive**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2024-89** intention and ordering the formation of proposed Street Light Improvement District No. 1189, Village F at Vistancia Parcel F-9, located at Westland Road and Garambullo Drive; and adopt **RES. 2024-90** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

23 C. **Street Light Improvement District No. 1192, Village I at Vistancia, Parcel I-1/2, Southeast Corner of Vistancia Boulevard and Twin Buttes Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2024-91** intention and ordering the formation of proposed Street Light Improvement District No. 1192, Village I at Vistancia, Parcel I-1/2, located at the southeast corner of Vistancia Boulevard and Twin Buttes Road; and adopt **RES. 2024-92** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

24 C. **Final Plat, Peoria Self Storage, Peoria Avenue and 88th Drive (Project No. R200068A)**

Discussion and possible action to approve a Final Plat of Peoria Self Storage, located on Peoria Avenue and 88th Drive, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office.

25 C. **Deeds and Easements, Various Locations**

Discussion and possible action to adopt **RES. 2024-93** accepting Deeds and Easements for various Real Property interests acquired by the City. The deeds and easements have been recorded by the Maricopa County Recorder's Office and this process will formally accept them into the system.

26 C. **Liquor License Application Various Locations**

Discussion and possible action to recommend approval to the State Liquor Board for:

(a) a New Restaurant (Series 12) Liquor License for AZ Pizza Co. Peoria, located at 16955 N. 75th Avenue Ste 115, Brandi E. Mostofo, Applicant, LL#24-001115.

(b) a New Restaurant (Series 12) Liquor License for Harkins Theatres, located at 9804 W. Northern Avenue, Andrea D. Lewkowitz, Applicant, LL#10010468.

(c) a New Restaurant (Series 12) Liquor License for Harkins Arrowhead Fountains, located at 16046 N. Arrowhead Fountain Center Drive, Andrea D. Lewkowitz, Applicant, LL#16432.

Regular Agenda

New Business

27 R. **PUBLIC HEARING - Conditional Use Permit Appeal, Cibola Vista Self Storage**

Discussion and possible action to affirm the October 17, 2024 decision of the Planning and Zoning Commission unanimously approving a Conditional Use Permit (CUP) for a proposed self-storage facility, generally located at the northwest corner of Lake Pleasant Parkway and Cibola Vista Drive. The decision was appealed by a member of the public.

28 R. **Grant, American Rescue Plan Act, Grant Funding Allocations and Interest Initiatives**

Discussion and possible action to: (a) approve reallocating $613,751 of current and any future unspent American Rescue Plan Act (ARPA) funds to projects listed in Attachment 1; (b) amend the budget and establish spending authority for the ARPA interest funds of $447,118, as outlined in Attachment 2, including any future interest; and (c) authorize the necessary documentation and contract amendments to distribute funds in line with program and grant requirements through December 31, 2026.

Call To The Public (Non-Agenda Items)
The City Council is not authorized by state law to discuss among its members or take action on any issue raised by public comment until a later meeting.

Reports from City Manager

Reports from Council Youth Liaisons

Reports from the Mayor

Adjournment

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

Accommodations for Individuals with Disabilities: Alternative format materials, sign language interpretation and assistive listening devices are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Peoria, Arizona 85345 - Phone: (623) 773-7340 or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request. The City has a TDD line where accommodations may be requested at: (623) 773-7221.

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.

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are available for viewing on demand at https://www.peoriaaz.gov/government/mayor-and-city-council/city-council-videos

City Manager
Henry Darwin

City Clerk
Agnes Goodwine

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 3.

Date Prepared: 11/5/2024

Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Kevin Burke, Deputy City Manager

FROM: Sean Kindell, Chief Financial Officer

SUBJECT: Mid-Year Financial Review

Purpose:

Summary:

The study session will examine the state and federal economic conditions in existence. Staff will review with Mayor and Council year-end numbers from FY24 as well as financial trends for FY25. Lastly, this study session will forecast some revenue and expenditure parameters for the FY2026 Budget and Capital Improvement Program development.

Contact Name and Number:
Sean Kindell, (623) 773-7819

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 4.

Date Prepared: 11/7/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Kevin Burke, Deputy City Manager

FROM: David Burks, Water Services Director

SUBJECT: Large Water User Ordinance, Future Customers, Water Resources Management

Summary:

Peoria is growing quickly. To ensure it can supply new growth with a renewable water supply, Peoria maintains multiple planning documents including its 100-year Designation of Assured Water Supply and Integrated Water Resources Master Plan. While most new water users fall comfortably within these plans, a small number of relatively high water using customers can render these plans moot. Significant deviations from the plans can make it challenging for the City to fulfill its voter-approved vision set forth in the General Plan.

So that the City can protect the rights, interests, safety, health, and welfare of its residents, City Management has developed a draft ordinance for future non-residential customers (e.g., commercial, institutional, industrial) that use a relatively high volume of water ("Large Water Users"). The draft ordinance requires future customers, and existing customers seeking to significantly increase their water use, to apply for a City-issued permit before beginning or expanding water service. The general concept for the ordinance was borrowed from Valley municipalities that have similar ordinances in place including Chandler, Mesa, Gilbert, and Phoenix.

Peoria staff will present on the rationale for a new ordinance as well as the draft's structure and key provisions.

ATTACHMENTS:

Draft Ordinance

Contact Name and Number:
David Burks, (623) 773-7181

ORDINANCE NO. 2024-___

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING CHAPTER 25 OF THE PEORIA CITY CODE (1992) BY ADDING SECTIONS 25-15.01 THROUGH 25-15.05 PERTAINING TO LARGE WATER USERS; AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria owns, operates, and maintains municipal water treatment and distribution systems for potable and non-potable water service to over 64,000 customers;

WHEREAS, the City of Peoria Council has determined that to best protect the rights, interests, safety, health, and welfare of the City and its residents, certain terms, conditions, limitations, and other requirements promoting conservation and efficient use of the City's water resources should be established to ensure a sustainable water supply; and,

WHEREAS, the City of Peoria Council desires to fulfill the vision of the City set forth in the voter-approved General Plan with the shared, finite water resources available to it;

WHEREAS, the City of Peoria Council intends this ordinance to regulate new users and existing users that increase their water meter size or change their land use type;

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

SECTION 1. Chapter 25 of the Peoria City Code (1992) is amended by adding Sections 25-15.01 through 25-15.05 currently reserved which shall read as follows:

Sec. 25-15.01 Purpose, Intent, and Applicability

(a) The City Council has determined that to best protect the rights, interests, safety, health, and welfare of the City and its residents, certain terms, conditions, limitations, and other requirements promoting conservation and efficient use of the City's water resources should be established to ensure a sustainable water supply.
(b) The following customers must comply with the requirements of Sections 25-15.01 through 25-15.05:
    (1) Any customer initiating water service after the effective date of this ordinance that qualifies as either a Large Water User or Water-Intensive User upon the initiation of water service, or anytime thereafter; or,
    (2) Any customer receiving water service at a facility on the effective date of this ordinance who thereafter requests water meter upsizing or revises a site plan at a facility that will allow for Water Use sufficient to meet the definition of a Large Water User or a Water Intensive User, regardless of the Customer's Water Use prior to the effective date of this ordinance.

Sect 25-15.02 Definitions

In addition to the definitions set out in Sections 1-2 and 25-1 of this Code, for the purpose of Sections 25-15.01 through 25-15.05, the following words, terms, and phrases shall have the following meaning ascribed to them, except where the context clearly indicates a different meaning:

Development permits: all necessary City approvals and permits required in accordance with the Code for the development, construction, and/or installation of improvements on property located in the City.

Economic Development Strategic Plan: a public plan presented to the Council that communicates the City's economic development strategic priorities and rationale.

Facility: a site used for a particular purpose. A facility includes without limitation sites that are contiguous or proximately located and under common ownership or control that are used for a particular purpose or closely related purposes.

Integrated Water Utilities Master Plan: a periodically updated plan that assesses and plans for the disposition of the City's water resources in relation to current and projected water demands.

Large Water User: any water customer, or any person with lawful control over a current water customer, that controls a facility meeting any one of the following criteria as determined in the sole discretion of the City Manager:

(i) Total current or projected water use averages 50,000 gallons per day or more over any consecutive 365-day period; or,
(ii) Total current or projected water use equals or exceeds 100,000 gallons per day during any consecutive twenty-four (24) hour period. For the purpose of this Paragraph, the total or projected water use will be calculated based on the highest value of the following:
    a. The actual metered water use;
    b. The customer's projection of water use;
    c. The actual amount of water use billed in one billing cycle divided by the number of days billed in that cycle; or
    d. The average projected daily water use over any consecutive 365-day period multiplied by the appropriate maximum day peaking factor as set forth in the applicable Integrated Water Utilities Comprehensive Plan.

Water-Intensive User: any customer at whose facility any of the following occurs:

(i) Auto or self-service vehicle washes that results in water use that exceeds 25,000 gallons per day averaged over any consecutive 365-day period;
(ii) Cooling with any method that results in water use that exceeds 25,000 gallons per day averaged over any consecutive 365-day period;
(iii) Operation of a short-term rental or lodging with 50 or more rooms or units, including, without limitation, motels, hotels, timeshares, resorts, and hostels;
(iv) Providing long-term care services via multi-residential facility containing 50 or more rooms or units. Examples include but are not limited to assisted living centers, memory care centers, rehabilitation centers, and nursing homes; or
(v) Filling or maintaining the water level in any water body with a water surface area exposed to the atmosphere of 10,890 square feet (one-quarter acre) or more.

Water-Intensive User Guidance Document: a City Manager-approved document with industry specific water conserving processes, techniques, and technologies.

Water Meter Upsizing: replacing an existing water meter or installing additional water meters at an existing facility in any way that allows for greater water use at the facility.

Water Use: the total combined potable and non-potable water demand of a facility as measured by the City's water meter(s).

Sec. 25-15.03 Large Water Users

(a) No Large Water User may connect to the City potable or non-potable public water systems or use City water unless authorized by a permit issued by the City in conformance with the terms of this Chapter. Once permitted, Large Water Users must fully comply with the terms and conditions of the Large Water User permit.

(b) A Large Water User shall not exceed any water use limitation contained in a Large Water User permit. A Large Water User must apply for and receive an amended Large Water User permit before exceeding the water use limitations.

(c) All Large Water Users must ensure that all techniques and technologies required by the Large Water User permit remain fully operational and functioning as designed at all times, and upon reasonable notice, allow the City to enter the facility and access all areas of the facility that the City deems necessary to confirm compliance with the Large Water User permit and this Chapter.

(d) The City shall not issue a Large Water User permit unless and until the City Manager has determined that:
   (1) The proposed water use is consistent with the Integrated Water Utilities Master Plan; and
   (2) The customer, to the extent applicable, has:
      (i) Timely submitted a Large Water User permit application as follows:
         a. For new facilities or undeveloped property, not later than the submittal of the site plan; or
         b. For existing facilities, not later than the request for Water Meter Upsizing or at the time of application for site plan modification.
      (ii) Paid all applicable fees;
      (iii) Provided the following information, to the extent applicable, in a form acceptable to the City:
         a. Schedule for construction or development;
         b. Approximate number and size of the structures to be served;
         c. A description of the nature and type of Water Use proposed;
         d. An estimate of the projected annual, monthly, and maximum-daily water use and sewer return flows reviewed and stamped by a professional engineer actively registered with the Arizona State Board of Technical Registration;
         e. An inventory and description of the processes, techniques, and best available technologies that will be incorporated in a way to meaningfully:
            1. Reduce the consumption of water;
            2. Facilitate on-site water recycling;
            3. Reduce the loss or waste of water; and
            4. Improve the efficiency of Water Use.
         f. Where practicable, establish the use of reclaimed water as defined in Section 25-1, by the Large Water User;
         g. Describe any renewable water supplies the applicant will convey or assign to the City; and
         h. Any additional information the City deems necessary or relevant.

(e) The City Manager or designee determines that the proposed Water Use is consistent with the Integrated Water Utilities Master Plan.

(f) After the City has determined that a timely application meets all applicable requirements of this Chapter, it shall issue a Large Water User permit if:

(1) The City determines that the proposed water use does not exceed 100,000 gallons per day averaged over any 365-day period, and the proposed water use aligns with the Integrated Water Utilities Master Plan; or

(2) The City determines that the proposed Water Use is greater than or equal to 100,000 gallons per day averaged over any 365-day period, and issuing the Large Water User permit is in the best interest of the City after considering the following factors:

(i) The availability of water, not otherwise allocated, to which the City has legal right and the physical ability to deliver that are not needed to serve existing Customers, future Customers with existing development entitlements, and within projected demand as set out in the Integrated Water Utilities Master Plan;

(ii) Any studies conducted by a third party that estimate the impact of the proposed water use to the City's economy;

(iii) Whether the proposed water use will further the goals of the City's Economic Development Strategic Plan;

(iv) The impact of the proposed water use to the City's Designation of Assured Water Supply under A.R.S. § 45-576;

(v) Any conservation techniques and technologies proposed by the applicant that are likely to ensure efficient water use;

(vi) Whether the applicant will convey or assign to the City all legal rights to a physical water supply that will offset the applicant's projected water use in compliance with the requirements of A.R.S. § 45-576, the regulations adopted by the Arizona Department of Water Resources, and all other applicable laws and regulations;

(vii) Whether and to what extent the applicant will utilize recycled or reclaimed water to offset potable demand;

(viii) Whether and to what extent the applicant enters into an agreement with the City to offset the cost of any infrastructure improvements necessary to accommodate the proposed water use, necessary treatment, and associated sewer return flows; and

(ix) Any other information the City deems relevant.

(g) In addition to the terms and conditions of water service as specified in this Chapter, the City may prescribe in any Large Water User permit any of the following terms and conditions in the City Manager's sole discretion:

(1) Maximum water use limitations;

(2) Water use monitoring to ensure compliance with this Chapter and the Large Water User permit;

(3) Additional fees for water use exceeding the water use limitations established in the Large Water User permit;

(4) Requirements to implement the use of recycled water or techniques, and technologies that the City determines will maximize the efficiency of the water use;

(5) An attestation affirming the Large Water User's consent and the City's unequivocal right to limit water supplied to the Large Water User as established in the Lager Water User permit;

(6) An attestation affirming all techniques and technologies required by the Large Water User permit remain fully operational, functioning as designed at all times; and
(7) Upon reasonable notice, allow the City to enter the facility and access all areas of the facility that the City deems necessary to confirm compliance with the Large Water User permit and this Chapter.

(h) A Large Water User permit shall expire five years after the date it was issued unless, prior to that date, the Large Water User has submitted a complete application for renewal in a form acceptable to the City. Upon receiving a renewal application, the City will renew the Large Water User permit if the City determines that the Large Water User has no unresolved violations of this Chapter or any term of the Large Water User permit, and either:
(1) The Large Water User has not materially modified the facility in a way that is inconsistent with this Chapter or their permit, nor increases the likelihood of a violation of this Chapter or the Large Water User permit, and the City may inspect the facility to ensure compliance with the Large Water User permit; or
(2) The renewal application includes processes, techniques, technologies, or other changes that will result in water use of substantially similar or greater efficiency and sewer return flows of a substantially similar or greater quantity and quality than the existing permit requires.

Sec. 25-15.04 Water-Intensive Users

(a) No Water-Intensive User may connect to the City potable or non-potable public water systems or use City water unless the Water-Intensive User either:
(1) Submits a notice to the City, in a form acceptable to the City, describing how the Water-Intensive User will voluntarily implement and maintain all applicable industry specific water conserving processes, techniques, and technologies identified in the Water-Intensive User Guidance Document; or
(2) Obtains a Large Water User permit as provided in Section 25-15.03.

(b) A Water-Intensive User shall attest that all techniques and technologies required by 25-15.04(a)(1) above remain fully operational, functioning as designed at all times, and upon reasonable notice, allow the City to enter the facility and access all areas of the facility that the City deems necessary to confirm compliance with this Section.

Sec. 25-15.05 Enforcement

(a) In addition to any other penalties provided in this Chapter, any person who violates any provision of Sections 25-15.01 through 25-15.05, any provision of a permit issued pursuant to Section 25-15.03, or any provision of a compliance order issued pursuant to Section 25-15.05(b) is guilty of a class 1 misdemeanor, with each day a violation continues constituting a separate offense.

(b) If the City determines that any person is not in compliance with any provision of Section 25-15.01 through 25-15.04 or any provision of a permit issued pursuant to this Section 25-15.01-25 through 15.05, the City Manager may issue an order requiring immediate compliance or compliance within a specified time period. A compliance order shall state with reasonable specificity the nature of the violation, a time for compliance if applicable and the right to a hearing pursuant to Section 25-15.05(j).

(c) If the City Manager determines that any person has violated any provision of Section 25-15.01-25 through 15-.03 or any provision of a permit issued pursuant to this Chapter, or any provision of a compliance order issued pursuant to this Chapter, the City Manager may issue a penalty order imposing an administrative penalty of up to $1,000 per day per violation.

(d) The City shall send written notice of an order issued pursuant to this Section by certified mail, return receipt requested, or by hand delivery to the person and any other individual on the utility account requesting notice.

(e) The City Manager, at their sole discretion, may order the penalty described in Subsection 25-15.05(c) after considering the following:
   (1) The amount of water use;
   (2) Any good faith efforts by the violator to maintain compliance;
   (3) The seriousness of the violation;
   (4) The number of violations;
   (5) Any history of similar violations by the person;
   (6) Any history of recalcitrance by the violator;
   (7) Any economic benefit to the violator resulting from the violation, as an aggravating factor only; and
   (8) Any other relevant factor.

(f) A compliance order or penalty order becomes final and enforceable in Peoria Municipal Court unless within thirty days after the receipt of the order the alleged violator requests a hearing pursuant to Subsection 25-15.05(j). If the alleged violator requests a hearing, the order does not become final until a final decision is issued by the City Council upholding, modifying, or rejecting the hearing officer's recommendation on the appeal.

(g) In addition to any other sanction, the City may limit or suspend water service to any customer the City Manager determines to be out of compliance with this Subsection, any provision of a permit issued pursuant to Section 25-15.03, or a compliance order issued pursuant to Subsection 25-15.05(b). The City shall send written notice of the limitation or suspension by certified mail, return receipt requested, or by hand delivery to the customer and any other individual on the utility account requesting notice. If water service is suspended under this Subsection, the City will not provide any water service to the customer until the City Manager is satisfied that the customer has returned to compliance.

(h) If the City Manager determines that a Water-Intensive User has failed to timely submit the notice required in Subsection 25-15.04(a) or timely fails to meet an applicable requirement of the Water-

Intensive User Document, the City Manager may issue a compliance order pursuant to Section 25-15.05(b) requiring the Water-intensive User to obtain a Large Water User permit.

(i) If, as a result of a violation of state law, this Chapter, or a permit or order issued pursuant to this Chapter, the City is assessed any type of penalty or is ordered to take remedial action by the Arizona Department of Water Resources, the person the City Manager determines to be responsible for the violation must pay to the City the amount of any penalty, along with all costs and expenses incurred by the City as a result of the violation.

(j) A compliance order issued under Subsection 25-15.05(b), a penalty order issued under Section 25-15.05(c), or a limitation or suspension under Subsection 25.15.05(f), may be appealed pursuant to Section 2-20 of this Code. The hearing shall be held before a hearing officer appointed by the City for such purpose. At the hearing, the appellant and the City shall have the opportunity to present evidence. The formal rules of evidence shall not apply, and the hearing officer may admit any evidence it deems relevant. The burden of proof in the appeal is on the City to prove by a preponderance of the evidence that the violation(s) occurred as alleged. The hearing officer shall issue a written decision within ten (10) days after the hearing. Said decision shall be forwarded to the City Council for a vote of affirmation or reversal.

(k) Any amount owed to the City under this Subsection is recoverable through any legal means.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 5.

Date Prepared: Council Meeting Date: 11/19/2024

TO: Honorable Mayor and City Council

FROM: Henry Darwin, City Manager

SUBJECT: Candeo Peoria Jr. High Girls Volleyball Team State Championship

Purpose:

Summary:

The Mayor and Council of the City of Peoria is recognizing the outstanding dedication and effort of Candeo Peoria Jr. High Girls Volleyball Team in becoming state champions

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6C.

Date Prepared: 1/2/2024

Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Travis Cutright, Deputy City Manager

FROM: Agnes Goodwine, MMC, City Clerk

SUBJECT: Minutes

Purpose:

Discussion and possible action to approve the October 15, 2024 City Council meeting minutes.

ATTACHMENTS:

October 15, 2024 Minutes

Contact Name and Number:
Agnes Goodwine, MMC, City Clerk 623-773-7340

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
October 15, 2024

STUDY SESSION

A **Study Session Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 5:02 p.m.

Members Present: Mayor Jason Beck; Vice Mayor Jon Edwards; Mayor Pro Tem Jennifer Crawford; Councilmembers Denette Dunn, Michael Finn, Bill Patena and Brad Shafer.

Members Absent: None.

Other Municipal Officials Present: Henry Darwin, City Manager; Rick Buss, Assistant City Manager; Kevin Burke, Deputy City Manager; Travis Cutright, Deputy City Manager; Mike Faust, Deputy City Manager; Emily Jurmu, City Attorney; Agnes Goodwine, City Clerk.

Subject(s) for Discussion Only

1. **Peoria Mountain, Open Space, and River Ecosystems**

Kevin Burke, Deputy City Manager and Chris Calcaterra, Parks and Recreation Director presented on a new proposal to create a new division within Parks & Recreation, Peoria's Mountain, Open Space and River Ecosystems (M.O.R.E.).

Information included:

- List of Active Communities
- Peoria Mountain Parks and Trails
- River Ecosystems
- Desert Open Space
- New Opportunities for Open Space
- Vistancia North Development Agreements (DA)
- Lake Pleasant Heights DA
- Aloravita DA
- Saddleback Heights DA

A video was shown of new Open Space opportunities.

- Transition Plan of New M.O.R.E. Division within Parks and Recreation

- Next Steps
- Inclusion in FY26 (July 1, 2025) Budget

Discussion ensued regarding:

- Great visual for the Council and the citizens
- 3,800 acres in Vistancia dedicated to the City; however, others are still in discussion
- Dedicated Open Space
- Destination locations and economic opportunity

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:29 p.m.

REGULAR MEETING

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 6:01 p.m.

Invocation by Pastor Josh Rahn from Reclaim Church

Pledge of Allegiance was led by Mayor Beck.

Members Present: Mayor Jason Beck; Vice Mayor Jon Edwards; Mayor Pro Tem Jennifer Crawford; Councilmembers Denette Dunn, Michael Finn, Bill Patena and Brad Shafer.

Council Youth Liaisons: Sarah Adamsha and Manya Tewari

Members Absent: None.

Other Municipal Officials Present: Henry Darwin, City Manager; Rick Buss, Assistant City Manager; Kevin Burke, Deputy City Manager; Travis Cutright, Deputy City Manager; Mike Faust, Deputy City Manager; Emily Jurmu, City Attorney; Agnes Goodwine, City Clerk.

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

Presentation:

2. **North Peoria Gateway Economic Development Strategic Plan Update**

Jennifer Stein, Economic Development Director presented on the North Peoria Gateway Economic Development Strategic Plan Update. Information included:

- Peoria's Economic Development's Mission & Objectives
- Strategic Plan & Target Metrics
- Survey Results
- Loop 303/Happy Valley Input
- Land Supply
- Partners in Progress
- North Peoria Gateway Opportunity
- Mixed-Use Development
- Arizona State Land Department
- Strategies for Retail & Employment Outreach and Community Integration
- North Peoria Gateway alignment with Economic Development Strategic Plan
- Better Access to Happy Valley Rd & Vistancia Blvd Intersection Re-Alignment

- Upcoming Arizona State Land Development Auctions in Peoria
-

Ms. Stein announced her departure and extended her appreciation to the Mayor, Council, staff and citizens for her time with the City of Peoria and for the opportunity to contribute to Peoria's growth and development over the years

Mayor Beck thanked Ms. Stein for her service in advancing Economic Development in Peoria.

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine or have been previously reviewed and/or discussed by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If the Presiding Officer receives a timely notice of a request for removal, an item may be removed from the Consent Agenda for consideration on the Regular Agenda.

3 C. **Minutes**

Approved the October 1, 2024 City Council meeting minutes.

4 C. **Agreement, Flock Group, Inc., Revocable License**

Approved a Revocable License Agreement issued to Flock Group, Inc. for the purpose of granting permission to install, operate, maintain traffic cameras, and use public highways, public rights-of-way, public streets, and public utility easements within the City of Peoria to provide Flock Services as set forth in the related Master Services Agreement.

5 C. **Grant, State of Arizona Department of Public Safety, Victims of Crime Act, Victim Assistance Grant Program**

(a) Authorized the Peoria Police Department to accept a grant in the amount of $191,515 from the Arizona Department of Public Safety, Victims of Crime Act, Victim Assistance Grant Program to fund personnel, a victim assistance software program renewal, and emergency victim assistance supplies and services for the Victim Assistance Program; (b) Approved a budget amendment in the amount of $191,515 from the Proposed Grants Contingency Fund to the Victims of Crime Act Grant Fund.

6 C. **Grants, Governor's Office of Highway Safety, Highway Safety Projects**

(a) Authorized the City Manager to accept three grants totaling $176,626 from the Governor's Office of Highway Safety for various enforcement and education efforts; and (b) Approved a budget amendment in the amount of $176,626 from the Contingency

Fund to various Governor's Office of Highway Safety Fund accounts.

7 C. **Grants, Arizona Department of Homeland Security, Statewide Disaster Response Program**

(a) Authorized the acceptance of two grants from the Arizona State Department of Homeland Security totaling $49,400, and (b) Approved a budget amendment in the amount of $49,400 from the Contingency Fund to the Arizona State Department of Homeland Security Grants Fund.

8 C. **Grants, State of Arizona Department of Homeland Security, Various Fire Department Programs**

(a) Authorized the Fire-Medical Department to accept two grant awards in the total amount of $34,340 from the Arizona Department of Homeland Security to be used to strengthen chemical, biological, radiological, nuclear or explosive detection, response and decontamination capabilities and sustain and enhance the Terrorism Liaison Officer program; and (b) Approved a budget amendment in the amount of $34,340 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

9 C. **Grant, Billy's Place Inc., Gila River Indian Community**

Adopted **RES. 2024-78** Authorizing the City of Peoria to act as the pass-through municipality for local 501(c)(3) organizations seeking grant funding from Gila River Indian Community.

10 C. **Increase Expenditure Authority, Opioid Settlement Funds**

(a) Approved the increase of expenditure authority for the Opioid Settlement Funds by $844,619 dollars to a total of $1.5M; and (b) Authorized staff to execute any necessary documents and reports to disperse funds according to the settlement terms and conditions over the life of the funding and any additional funding received through future settlements.

11 C. **Fiscal Year 2024 Fourth Quarter Budget Amendments and Fiscal Year 2024 Fourth Quarter Chargebacks**

Approved the Fiscal Year 2024 Fourth Quarter Budget Amendments and Fiscal Year 2024 Fourth Quarter Chargebacks.

12 C. **Final Plat, Village I at Vistancia, Parcel I-1/2, Southeast Corner of Vistancia Boulevard and Twin Buttes Road (Project No. R240079)**

Approved a Final Plat for Village I at Vistancia, Parcel I-1/2, located on the Southeast

Coner of Vistancia Boulevard and Twin Buttes Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office.

13 C. **Replat, Village J at Vistancia, Parcel J-14/15, Northeast Corner Vistancia Boulevard and Twin Buttes Road (Project No. R240025)**

Approved a Replat of Village J at Vistancia Parcel J-14/15, located at the Northeast Corner of Vistancia Blvd. and Twin Buttes Road, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office.

14 C. **Replat, Parcel AMU-2 Mystic at Lake Pleasant Heights Subdivision, per Book 1625 of maps, page 14 MCR, North Side of Westland Drive West of El Mirage Road (Project No. R240103)**

Approved a Replat of Parcel AMU-2 within the Mystic at Lake Pleasant Heights Subdivision, per Book 1625 of Maps, Page 14 MCR, along the North Side of Westland Drive just West of El Mirage Road; and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office.

15 C. **Replat, Lot 1 "Hidden Treasures", per book 1148, Page 47 MCR, Northeast Corner 71st Avenue and Villa Lindo Road (Project No. R240094)**

Approved a Replat for Lot 1 "Hidden Treasures", per Book 1148 of Maps, Page 47, MCR. Located at the Northeast Corner of 71st Avenue and Villa Lindo Road and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office.

16 C. **Master Plat for Saddleback Village B Parcel 14, Vistancia Boulevard and Saddleback Mountain Way (Project No. R240027)**

Approved the Master Plat for Saddleback Village B Parcel 14, located at the intersection of Vistancia Boulevard and (future) Saddleback Mountain Way, and authorize the Mayor and City Clerk to sign and record the Master Plat with the Maricopa County Recorder's Office.

17 C. **Final Plat for Saddleback Village B Parcel 14 Phase 1, Vistancia Boulevard and (future) Saddleback Mountain Way (Project No. R240039)**

Approved the Final Plat for Saddleback Village B Parcel 14 Phase 1, located at the intersection of Vistancia Boulevard and (future) Saddleback Mountain Way, and authorize the Mayor and City Clerk to sign and record the Master Plat with the Maricopa County Recorder's Office.

18 C. **Final Plat for Saddleback Village B Parcel 14 Phase 2, Vistancia Boulevard and (future) Saddleback Mountain Way (Project No. R240043)**

Approved the Final Plat for Saddleback Village B Parcel 14 Phase 2, located at the intersection of Vistancia Boulevard and (future) Saddleback Mountain Way, and authorize the Mayor and City Clerk to sign and record the Master Plat with the Maricopa County Recorder's Office.

19 C. **Final Plat for Saddleback Village B Parcel 14 Phase 3, Vistancia Boulevard and (future) Saddleback Mountain Way (Project No. R240047)**

Approved the Final Plat for Saddleback Village B Parcel 14 Phase 3, located at the intersection of Vistancia Boulevard and (future) Saddleback Mountain Way, and authorize the Mayor and City Clerk to sign and record the Master Plat with the Maricopa County Recorder's Office.

20 C. **Final Plat for Saddleback Village B Parcel 14 Phase 4, Vistancia Boulevard and (future) Saddleback Mountain Way (Project No. R240050)**

Approved the Final Plat for Saddleback Village B Parcel 14 Phase 4, located at the intersection of Vistancia Boulevard and (future) Saddleback Mountain Way, and authorize the Mayor and City Clerk to sign and record the Master Plat with the Maricopa County Recorder's Office.

21 C. **Final Plat for Saddleback Village B Parcel 14 - Phase 5A & 5B, (future) Saddleback Mountain Way & (future) Galvin Street (Project No. R240052)**

Approved the Final Plat for Saddleback Village B Parcel 14 - Phase 5A & 5B, located at the intersection of (future) Saddleback Mountain Way and (future) Galvin Street, and authorize the Mayor and City Clerk to sign and record the Master Plat with the Maricopa County Recorder's Office.

22 C. **Final Plat for Saddleback Village B Parcel 14 - Phase 6, (future) Saddleback Mountain Way & (future) Galvin Street (Project No. R240055)**

Approved the Final Plat for Saddleback Village B Parcel 14 - Phase 6, located at the intersection of (future) Saddleback Mountain Way and (future) Galvin Street, and authorize the Mayor and City Clerk to sign and record the Master Plat with the Maricopa County Recorder's Office.

23 C. **Final Plat for Saddleback Village B Parcel 14 - Phase 7 & Tract B, (future) Saddleback Mountain Way & (future) Galvin Street (Project No. R240056)**

Approve the Final Plat for Saddleback Village B Parcel 14 - Phase 7 & Tract B, located at the intersection of (future) Saddleback Mountain Way and (future) Galvin Street, and

authorize the Mayor and City Clerk to sign and record the Master Plat with the Maricopa County Recorder's Office.

24 C. **Liquor License Application Various Locations**

Recommended approval to the State Liquor Board for:

(a) a New Restaurant (Series 12) Liquor License for Haymaker North Peoria, located at 24759 North Lake Pleasant Parkway #101, Joseph P. Lucidi, Applicant, LL#24-001163.

(b) a New Restaurant (Series 12) Liquor License for Wildflower Bread Company, located at 9824 West Northern Avenue #1860, Amy S. Nations, Applicant, LL#24-001088.

(c) a New Restaurant (Series 12) Liquor License for Rubio's Fresh Mexican Grill #196, located at 24920 North Lake Pleasant Road Suite 140, Theresa J. Morse, Applicant, LL#24-001162.

(d) a New Restaurant (Series 12) Liquor License for Rubio's Baja Grill #73, located at 7407 West Bell Road Suite 73, Theresa J. Morse, Applicant, LL#24-001161.

Having no requests from Council, motion was made by Mayor Pro Tem Crawford, seconded by Councilmember Finn, to approve the Consent Agenda.

Upon tabulation of votes, it showed:

AYES – Beck, Edwards, Crawford, Finn, Patena, Dunn, Shafer
NAYS – None.
ABSENT – None

Motion carried unanimously.

REGULAR AGENDA

New Business:

Clerk's Note: Items 25R, 26R and 27R were presented together.

25 R. **Pre-Annexation Development Agreement, Arizona State Land 'North Peoria Gateway'**

Chris Jacques, Planning Director presented on the Pre-Annexation Development Agreement and Annexation of the North Peoria Gateway as well as the Initial Zoning for North Peoria Gateway, Loop 303 and Happy Valley Parkway. Information included:

- North Peoria Gateway Annexation
- Introduction
  - Annexation Process
  - Arizona State Land Parcels
  - Key Findings
- North Peoria Gateway Initial Zoning
  - Public Outreach
  - Key Findings and Recommendations
- North Peoria Gateway Pre-annexation Development Agreement
  - Purpose
  - Terms
  - Arizona State Land Development Obligations
  - Peoria Obligations
  - Recommended Actions

Discussion ensued regarding water and wastewater service to newly annexed area.

Motion was made by Mayor Pro Tem Crawford, seconded by Councilmember Finn to adopt **RES. 2024-79** approving a Pre-Annexation Development Agreement with the Arizona State Land Department pertaining to the annexation and entitlement of approximately 1,621 acres of Arizona State Trust land known as the North Peoria Gateway, generally located along both sides of the Loop 303 from Lone Mountain Parkway to the Calle Lejos alignments.

Upon tabulation of votes, it showed:

AYES – Beck, Edwards, Crawford, Finn, Patena, Dunn, Shafer
NAYS – None.
ABSENT – None

Motion carried unanimously.

26 R. **PUBLIC HEARING - Annexation, North Peoria Gateway**

Discussion ensued regarding the direction and vision over the past 10-years.

At 6:43 p.m. Mayor Beck opened the Public Hearing.

Lawrene Bottorf, Peoria resident, spoke in support of the North Peoria Gateway projects.

At 6:44 p.m. Mayor Beck closed the Public Hearing.

Motion was made by Councilmember Finn, seconded by Vice Mayor Edwards to adopt

ORD. 2024-15 approving the annexation of approximately 458 acres of land generally located south of the Jomax Road alignment, north of the Calle Lejos alignment between 115th and 119th Avenue alignments.

Upon tabulation of votes, it showed:

AYES – Beck, Edwards, Crawford, Finn, Patena, Dunn, Shafer
NAYS – None.
ABSENT – None

Motion carried unanimously.

27 R. **PUBLIC HEARING - Initial Zoning, North Peoria Gateway, Loop 303 and Happy Valley Parkway**

Discussion ensued regarding the county to city equivalent zoning.

At 6:45PM Mayor Beck opened the Public Hearing.

No public comments were received.

At 6:45PM Mayor Beck closed the Public Hearing.

Motion was made by Councilmember Patena, seconded by Councilmember Finn to concur with the Planning and Zoning Commission's recommendation to adopt **ORD. 2024-16** approving initial zoning ("translational zoning") for an approximately 458-acre area of State Trust Land proposed for annexation. This area is generally located south of the Jomax Road alignment and north of the Calle Lejos alignment between 115th and 119th Avenue alignments. This action would replace the current Maricopa County zoning district of Rural-43 (RU-43) with the equivalent City of Peoria zoning district of Suburban Ranch (SR-43).

Upon tabulation of votes, it showed:

AYES – Beck, Edwards, Crawford, Finn, Patena, Dunn, Shafer
NAYS – None.
ABSENT – None

Motion carried unanimously.

28 R. **PUBLIC HEARING - Rezone, North Peoria Gateway, Loop 303 and Happy Valley Parkway**

Chris Jacques, Planning and Development Director presented on the Rezone of North Peoria Gateway. Information included:

- State Trust Land: Purpose and Administration
- Key Considerations
- Site and Area Context
- Constraints
- Zoning Bank Concept
- Land Use Comparison
- Context Protections
- Development Example
- Circulation
- Water Impact
- Public Outreach
- Planning and Zoning Commission Recommendation
- Findings and Recommended Action

Discussion ensued regarding:
- Projection on breakdown on land use units
- Five North Multi-family housing
- Protection of Trilogy - Parcel A
- Industrial Manufacturing near multi-family

At 7:15 p.m. Mayor Beck opened the public hearing.

No public comments received.

At 7:15 p.m. Mayor Beck closed the public hearing.

Motion was made by Councilmember Finn, seconded by Mayor Pro Tem Crawford to adopt **ORD. 2024-17** approving the rezoning of approximately 1,621 acres, generally located between Lone Mountain Parkway and Calle Lejos on both sides of Loop 303, from Suburban Ranch to the North Peoria Gateway Planned Community Development zoning district.

Upon tabulation of votes, it showed:

AYES – Beck, Edwards, Crawford, Finn, Patena, Dunn
NAYS – Shafer
ABSENT – None

Motion carried.

29 R. **Real Estate Purchase and Sales Agreement**

Travis Cutright, Deputy City Manager and Thomas Intrieri, Police Chief presented on the Real Estate Purchase and Sales Agreement. Information included:

- Opportunity to Procure Property Related to Capital Improvement Program Projects
- Capital Improvement Program Proposed Project Listing Summary
- Location Details
- Staff Recommendation

Discussion ensued regarding:

- Purchase and Sales Agreement
- Property Appraisal
- Budget Amendment and Outline

At 7:32 p.m. a motion was made by Councilmember Shafer, seconded by Councilmember Dunn to recess into Executive Session.

At 7:50 pm Mayor Beck reconvened the Council Meeting into Regular Session.

Motion was made by Councilmember Dunn, seconded by Councilmember Finn to authorize the City Manager to negotiate for the purchase of property located at 10857 N. 95th for a price not to exceed $11,000,000 subject to an appraisal of the property.

Upon tabulation of votes, it showed:

AYES – Beck, Edwards, Crawford, Finn, Patena, Dunn, Shafer
NAYS – None.
ABSENT – None.

Motion carried unanimously.

Motion was made by Councilmember Patena, seconded by Councilmember Finn to approve a budget amendment in the amount of $2,000,000 to advance funding in the adopted Capital Improvement Program from Fiscal Year 2026 to Fiscal Year 2025.

Upon tabulation of votes, it showed:

AYES – Beck, Edwards, Crawford, Finn, Patena, Dunn, Shafer
NAYS – None.
ABSENT – None.

Motion carried unanimously.

30 R. **Budget Amendment, Enterprise Resource Planning Software Licensing and Implementation**

Kevin Burke, Deputy City Manager and Helene Patry, Project Manager from CE Wilson Consulting presented on the Budget Amendment for the Enterprise Resource Planning Software Licensing and Implementation. Information included:

- Background
- Benefits
- Budget
- Action

Motion was made by Mayor Pro Tem Crawford, seconded by Councilmember Finn to approve a budget amendment in the amount of $1,632,000 for replacing current Enterprise Resource Planning information technology systems with Workday cloud services for fiscal year 2025.

Upon tabulation of votes, it showed:

AYES – Beck, Edwards, Crawford, Finn, Patena, Dunn, Shafer
NAYS – None.
ABSENT – None.

Motion carried unanimously.

31 R. **Joint Development Agreement, Vistancia Development LLC and Amkor Technology Arizona, Inc.**

Mike Faust, Deputy City Manager presented on the Joint Development Agreement with Vistancia Development, LLC and Amkor Technology, Inc. Information included:

- Council Priority – Economic Development
- Previous Council Action
- Potential Intersection Improvement Requirements – Phase 1
- City Improvements
- Vistancia Development Improvements
- Project Information
- Staff Recommendation

Discussion included Street Infrastructure Budget.

Motion was made by Councilmember Finn, seconded by Mayor Pro Tem Crawford to adopt **RES. 2024-80** approving a Joint Development Agreement between Vistancia Development LLC, Amkor Technology Arizona, Inc. and the City of Peoria for the design and construction of infrastructure improvements and allocation of associated

improvement costs.

Upon tabulation of votes, it showed:

AYES – Beck, Edwards, Crawford, Finn, Patena, Dunn
NAYS – Shafer
ABSENT – None

Motion carried.

Pat Walsh, Peoria resident, spoke in opposition of the Joint Development Agreement.

Lawrene Bottorf, Peoria resident, spoke in support of the Joint Development Agreement.

Call To The Public (Non-Agenda Items)

Shannon Ceimo, Peoria resident spoke regarding Amkor environmental safety, Foreign Trade Zone tax rate and funding for schools.

Paul Vogler, Peoria resident, spoke regarding communication and in opposition to Amkor.

Reports from City Manager

Henry Darwin, City Manager reported on:

- Fire-Medical Citizens Academy
- Peoria Police Department Oach of Office Ceremony
- Park at 83 Grand Openings: North Italia, Blanco Cocina and Cantina & Postino Wine Café
- Retail and Restaurant Survey
- Ribbon Cutting: Happy Honu Shave Ice
- Grand Opening: Trailhead Safeway
- Election Information
- Upcoming Events Video

Reports from Council Youth Liaisons

Council Youth Liaison Adamsha reported on attendance at the West Valley Youth Summit Conference.

Council Youth Liaison Tewari reported on the Civic Engagement Committee's planning for Youth Government Day and attendance at National League of Cities City Summit Conference.

Reports from the Mayor

Mayor Beck reported on Hispanic Heritage Month and upcoming Ribbon Cuttings for North Italia at P83 and Safeway at Trailhead.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:39 p.m.

_____
Jason Beck, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 15th day of October, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 19th day of November, 2024.

_____
Agnes Goodwine, City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 7C.

Date Prepared: 10/24/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Travis Cutright, Deputy City Manager

FROM: Agnes Goodwine, City Clerk

SUBJECT: Board and Commission Appointments

Purpose:

Discussion and possible action to approve the recommendations from the Council Boards and Commissions Subcommittee and adopt **RES. 2024-81** appointing and reappointing members to various Boards and Commissions.

Summary:

The Council Boards and Commissions Subcommittee makes recommendations for board and commission membership based on term expirations, vacancies from resignations, or changes to member eligibility status.

Previous Actions/Background:

On October 8, 2024 and November 12, 2024, the Council Boards and Commissions Subcommittee made the following appointment and reappointment recommendations:

Arts Commission
Jayme Williams

Board of Adjustment
Brandi Molstad
Paul Palz

Construction Board of Appeals
David Demmer

Design Review Board
Mike Heath

Historic Preservation Commission
Mike Heath

Tobechukwu Okeke
Amanda Peters

Municipal Development Authority
Shawn Hutchinson
Joshua Pina
Dan Zenko

Parks and Recreation Board
Christine Paz

Planning and Zoning Commission
Layla Villasenor
Joysaphine Waitman

Veterans Board
Richard Dobson
Scott Duke

Staff Recommendation:

This is a request for City Council to appoint and reappoint Board and Commission members as follows:

Appoint Jayme Williams as a regular member of the Arts and Culture Commission with a term to expire December 31, 2026,

Reappoint Brandi Molstad and Paul Palz as regular members to the Board of Adjustment with terms to expire December 31, 2026,

Reappoint David Demmer as a regular member to the Construction Board of Appeals with a term to expire December 31, 2026,

Reappoint Mike Heath as a regular member to the Design Review Board with a term to expire December 31, 2026,

Reappoint Mike Heath and Tobechukwu Okeke and appoint Amanda Peters as regular members to the Historic Preservation Commission with terms to expire December 31, 2026,

Reappoint Shawn Hutchinson, Joshua Pina, and Dan Zenko as regular members to the Municipal Development Authority with terms to expire December 31, 2027,

Reappoint Christine Paz as a regular member to the Parks and Recreation Board with a term to expire December 31, 2026,

Reappoint Layla Villasenor and Joysaphine Waitman as regular members to the Planning and Zoning Commission with terms to expire December 31, 2026, and

Reappoint Richard Dobson and appoint Scott Duke as regular members to the Veterans Board with terms to expire June 30, 2025 and December 31, 2026, respectively.

Fiscal Analysis:

There is no fiscal impact.

ATTACHMENTS:

RES 2024-81 Boards and Commissions

Contact Name and Number:
Agnes Goodwine, (623) 773-7340

RESOLUTION 2024-81

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING AND REAPPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AND ESTABLISHING THE TERMS OF OFFICE.

WHEREAS, there are current or upcoming Board and Commission vacancies as shown below; and

Board or Commission Name	Member Name	Current Term Expiration	Member Status
Arts Commission	Jocelyn Hanson	6/30/2024	Regular
Board of Adjustment	Brandi Molstad	12/31/2024	Regular
Board of Adjustment	Paul Palz	12/31/2024	Regular
Construction Board of Appeals	David Demmer	12/31/2024	Regular
Design Review Board	Mike Heath	12/31/2024	Regular
Historic Preservation Commission	Edward Molina	12/31/2024	Regular
Historic Preservation Commission	Mike Heath	12/31/2024	Regular
Historic Preservation Commission	Tobechukwu Okeke	12/31/2024	Regular
Municipal Development Authority	Shawn Hutchinson	12/31/2024	Regular
Municipal Development Authority	Joshua Pina	12/31/2024	Regular
Municipal Development Authority	Dan Zenko	12/31/2024	Regular
Parks and Recreation Board	Christine Paz	12/31/2024	Regular
Planning and Zoning Commission	Layla Villasenor	06/30/2024	Regular
Planning and Zoning Commission	Joysaphine Waitman	06/30/2024	Regular
Veterans Board	Richard Dobson	06/30/2025	Alternate
Veterans Board	Jeffery Thompson	12/31/2024	Regular

WHEREAS, the following individuals desire to be appointed/reappointed to various Board and Commissions for terms as shown below; and

Board or Commission Name	Member Name	New Term Start Date	Current Term Expiration	Member Status
Arts Commission	Jayme Williams	11/20/2024	12/31/2026	Regular
Board of Adjustment	Brandi Molstad	01/01/2025	12/31/2026	Regular
Board of Adjustment	Paul Palz	01/01/2025	12/31/2026	Regular
Construction Board of Appeals	David Demmer	01/01/2025	12/31/2026	Regular
Design Review Board	Mike Heath	01/01/2025	12/31/2026	Regular
Historic Preservation Commission	Mike Heath	01/01/2025	12/31/2026	Regular
Historic Preservation Commission	Tobechukwu Okeke	01/01/2025	12/31/2026	Regular
Historic Preservation Commission	Amanda Peters	11/20/2024	12/31/2026	Regular
Municipal Development Authority	Shawn Hutchinson	01/01/2025	12/31/2027	Regular
Municipal Development Authority	Joshua Pina	01/01/2025	12/31/2027	Regular
Municipal Development Authority	Dan Zenko	01/01/2025	12/31/2027	Regular
Parks and Recreation Board	Christine Paz	01/01/2025	12/31/2026	Regular
Planning and Zoning Commission	Layla Villasenor	11/20/2024	06/30/2026	Regular
Planning and Zoning Commission	Joysaphine Waitman	11/20/2024	06/30/2026	Regular
Veterans Board	Richard Dobson	11/20/2024	12/31/2025	Regular
Veterans Board	Scott Duke	01/01/2025	12/31/2026	Regular

WHEREAS, pursuant to Chapter 3 of the Peoria City Code (Boards and Commissions) and City Council Policy 1-5 (Appointments to Boards and Commissions), the Council Boards and Commissions Subcommittee recommends the appointments/reappointments as shown in the table above; and

WHEREAS, the Mayor and City Council of the City of Peoria desire to confirm the Subcommittee's recommendations for Board and Commission appointments/reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that the recommended members are appointed/reappointed for terms as shown in the table above.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona, this 19th day of November 2024.

Jason Beck, Mayor

Date Signed

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

Emily Jurmu, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 8C.

Date Prepared: 10/29/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Kevin Burke, Deputy City Manager

FROM: Sean Kindell, Chief Financial Officer

SUBJECT: Quarterly Investment Report

Purpose:

Discussion and possible action to receive and file the Quarterly Investment Report for July through September 2024.

Summary:

Effective cash management includes investment of available or idle funds. The City of Peoria invests all available funds of the City, taking into consideration anticipated cash flow requirements and the safety and risk of investments. Investments are made in accordance with the City's Investment Policy, and Arizona Revised Statutes Title 35-321 through 35-329. The primary objective of the City's investments, in order of priority, is:

Safety – Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the portfolio.

Liquidity – The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

Diversification - Diversification of the portfolio will include diversification by investment type, issuer, maturity and market sector.

Yield – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's very strict risk constraints.

Public funds may only be invested in authorized and suitable investments such as: US Treasury Obligations, US Agency Obligations, Certificates of Deposits, Commercial Paper rated A-1/P-1, Corporate Notes rated A or better, Repurchase Agreements, Arizona Municipal Bonds rated AA- or better, Money Market Funds and the Arizona State Investment Pool. Investment in stocks, mutual funds, hedge funds, real estate, foreign investments or alternative investments are strictly prohibited.

The Investment Policy imposes certain maturity restrictions on the overall investment portfolio with specific maximum maturities for each type of investment and at least 20% of the portfolio maturing in less than 1 year to ensure liquidity.

The City utilizes PFM Asset Management LLC, an investment advisory firm, to provide advice and assist with managing its investments. All securities are held by a third party custodian in the City's name.

Quarterly investment reports are provided to the City Council to report the investment portfolio holdings, maturity distribution, investment performance and compliance with the Investment Policy.

Previous Actions/Background:

The April through June of 2024 quarterly report was presented on the consent agenda at the August 20, 2024 Council Meeting.

Fiscal Analysis:

As of 9/30/24, all of the City's investments were in compliance with the City's Investment Policy. Book value of the investment portfolio at 9/30/2024 was $596,376,950. This is up $19,075,842 versus 6/30/2024, and up $28,812,887 versus 9/30/2023. As we enter into a period of expected rate cuts from the Federal Reserve, the market value is $5,249,735 (0.9%) higher than the amortized cost of the portfolio. The market value fluctuates relative to the book value through interest rate cycles and the strategy of maintaining a longer-term investment portfolio continues to add value over the long term.

Investment income totaled $5,760,018 for the quarter (7/1/2024 to 9/30/2024) compared to $5,497,249 in the prior quarter and $3,780,355 in the same quarter in 2023.

The attached Investment Reports were prepared by PFM Asset Management.

ATTACHMENTS:

Quarterly Investment Report

Contact Name and Number:
Sean Kindell, (623) 773-7819

pfm asset management

City of Peoria

Quarterly Investment Report

September 30, 2024

480.271.0432 | pfmam.com

PFM Asset Management LLC

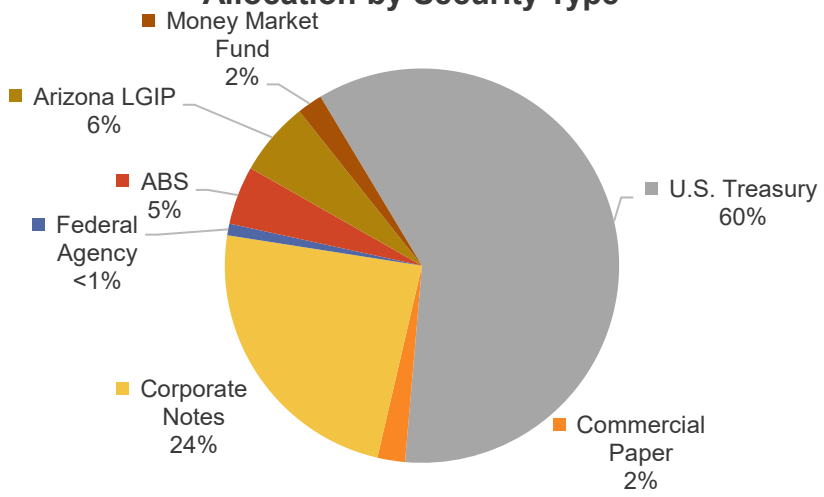
NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

Executive Summary[1,2,3]

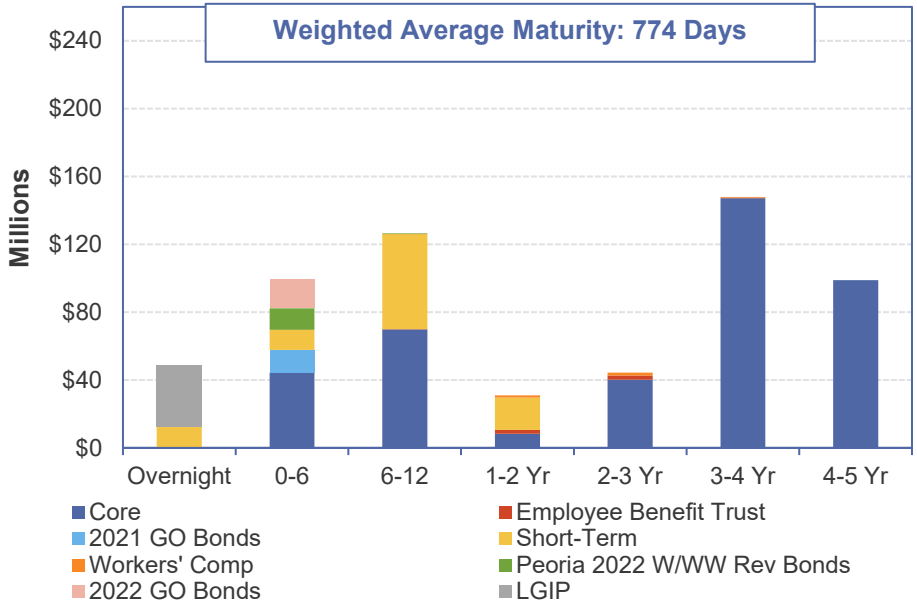
City of Peoria as of 09/30/24

Account Summary	Ending Values as of 6/30/24	Ending Values as of 9/30/24
Market Value	$572,921,856	$601,626,685
Book Value	$577,301,108	$596,376,950
Unrealized Gain/(Loss)	($4,379,252)	$5,249,735
Weighted Avg. YTM	4.98%	4.17%
Weighted Avg. YTC	3.97%	4.14%

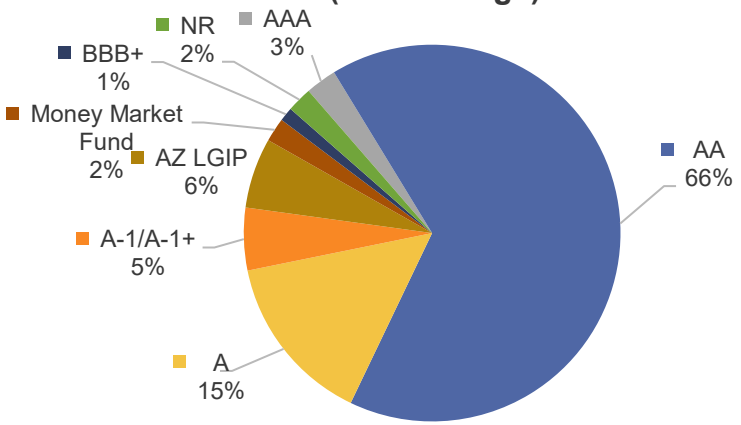
Allocation by Security Type



Maturity Distribution



Credit Quality (S&P Ratings)



1. *These balances include $36,304,959 invested with the AZ State Local Government Investment Pool as of 9/30/2024.*
2. *Weighted average maturity includes all liquid and LGIP balances and uses book values for weighting.*
3. *Bank Notes are included with Corporate Note figures, and Discount Notes are included with Federal Agency figures.*

Security Type and Issuer Distribution[1,2,3]

City of Peoria as of 09/30/24

Security Type	Book Value	% of Portfolio	Policy Limit
U.S. Treasury	$357,717,450	60%	80%
Federal Agency	$5,698,973	1%	80%
Corporate Note	$142,151,352	24%	35%
Commercial Paper	$13,500,274	2%	35%
ABS	$28,651,085	5%	35%
AZ LGIP	$36,304,959	6%	35%
Money Market Fund	$12,352,857	2%	35%
Total Book Value	**$596,376,950**	**100%**	

Maturity	Book Value	% of Portfolio	Policy Limit
Overnight	$48,657,816	8%	No Limit
0-6 Months	$99,324,250	17%	No Limit
6-12 Months	$126,343,938	21%	No Limit
1-2 Years	$30,931,846	5%	No Limit
2-3 Years	$44,415,604	7%	No Limit
3-4 Years	$147,880,155	25%	No Limit
4-5 Years	$98,823,341	17%	No Limit
Total Book Value	**$596,376,950**	**100%**	

Accrual Basis Earnings	7/1/24 through 9/30/24
Estimated Earnings	$5,760,018
Total Estimated Earnings	**$5,760,018**

Other Investment Policy Requirements
Policy Limit - At least 20% of portfolio to mature in less than one year.
Current portfolio maturing in less than one year = **46%**

1. *These balances include $36,304,959 invested with the AZ State Local Government Investment Pool as of 9/30/2024.*
2. *Weighted average maturity includes all liquid and LGIP balances and uses book values for weighting.*
3. *Bank Notes are included with Corporate Note figures, and Discount Notes are included with Federal Agency figures*

Holdings by Issuer

City of Peoria as of 09/30/24

Issuer	Book Value	% of Portfolio	Policy Limit
United States Treasury	$357,717,450	2%	80%
LGIP	$36,304,959	6%	35%
Money Market Fund	$12,352,857	<1%	35%
Mitsubishi UFJ Financial Group Inc	$12,274,435	2%	10%
FHLB	$4,908,605	1%	40%
JPMorgan Chase & Co	$4,887,723	1%	5%
Roche Holdings	$4,762,022	1%	5%
National Australia Bank Ltd	$4,690,848	1%	5%
Hershey Company	$4,032,434	1%	5%
Apple Inc	$3,511,387	1%	5%
Toyota Motor Corp	$3,505,102	<1%	5%
Metlife Inc	$3,496,620	1%	5%
ANZ Banking Group Ltd	$3,488,700	1%	5%
Kubota Credit	$3,479,650	1%	5%
Toronto-Dominion Bank	$3,341,915	1%	5%
Royal Bank Of Canada	$3,259,540	1%	5%
Rabobank Nederland	$3,247,997	1%	5%
Canadian Imperial Bank Of Commerce	$3,179,087	1%	5%
USAA Owners Trust	$3,094,575	1%	5%
American Express Co	$3,088,436	1%	5%
Wells Fargo & Company	$3,045,177	<1%	5%

Holdings by Issuer

City of Peoria as of 09/30/24

Issuer	Book Value	% of Portfolio	Policy Limit
Automatic Data Processing Corp	$3,003,267	1%	5%
BMW Financial Services Na LLC	$2,927,364	<1%	5%
Amazon.Com Inc	$2,878,130	<1%	5%
Deere & Company	$2,838,665	<1%	5%
Nordea Bank ABP	$2,812,831	<1%	5%
Sumitomo Mitsui Financial Group Inc	$2,754,062	<1%	5%
National Rural Utilities Co Finance Corp	$2,705,979	<1%	5%
Citigroup Inc	$2,666,023	<1%	5%
Comcast Corp	$2,636,979	<1%	5%
Goldman Sachs Group Inc	$2,560,327	<1%	5%
Bank Of Nova Scotia	$2,548,789	<1%	5%
Westpac Banking Corp	$2,497,629	<1%	5%
State Street Corporation	$2,435,876	<1%	5%
Linde Inc.	$2,423,972	<1%	5%
Morgan Stanley	$2,399,982	<1%	5%
Caterpillar Inc	$2,380,990	<1%	5%
Nissan Auto Receivables	$2,239,729	<1%	10%
Nestle	$2,238,473	<1%	5%
BP PLC	$2,235,000	<1%	5%
GM Financial Securitized Term	$2,229,675	<1%	10%
Fifth Third Auto Trust	$2,179,895	<1%	10%
Discover Financial Services	$2,119,914	<1%	10%



Holdings by Issuer

City of Peoria as of 09/30/24

Issuer	Book Value	% of Portfolio	Policy Limit
New York Life Insurance Company	$2,009,120	<1%	5%
Mastercard Inc	$1,999,869	<1%	5%
Air Products & Chemicals	$1,998,751	<1%	5%
Exxon Mobil Corp	$1,996,270	<1%	5%
MassMutual Global	$1,994,847	<1%	5%
Adobe Inc	$1,987,000	<1%	5%
General Dynamics Corp	$1,966,896	<1%	5%
The Bank Of New York Mellon Corporation	$1,960,212	<1%	5%
Honeywell International	$1,818,883	<1%	5%
Bank Of Montreal	$1,814,974	<1%	5%
Pacific Life GF	$1,805,366	<1%	5%
Northern Trust	$1,766,697	<1%	5%
American Honda Finance	$1,751,316	<1%	5%
Pepsico Inc	$1,711,669	<1%	5%
Chase Auto Owner Trust	$1,699,935	<1%	5%
Northwestern Mutual GLBL	$1,634,932	<1%	5%
Paccar Financial Corp	$1,591,490	<1%	5%
Brighthouse Financial Global	$1,574,598	<1%	5%
UBS AG	$1,494,696	58%	5%
Mercedes-Benz Fin NA	$1,464,368	<1%	5%
Meta Platforms Inc	$1,448,643	<1%	5%
Ally Auto Receivables Trust	$1,414,819	<1%	5%

Holdings by Issuer

City of Peoria as of 09/30/24

Issuer	Book Value	% of Portfolio	Policy Limit
Honda Auto Receivables	$1,329,849	<1%	5%
Kenvue Inc.	$1,279,925	<1%	5%
Unitedhealth Group Inc	$1,256,701	1%	5%
Medtronic Global Holdings	$1,246,439	<1%	5%
Home Depot Inc	$1,202,164	<1%	5%
Harley-Davidson Motorcycle Trust	$1,174,921	<1%	5%
Hyundai Auto Receivables	$1,149,929	<1%	5%
IBM Corp	$1,139,589	<1%	5%
USAA Capital Corp	$1,079,297	<1%	5%
Blackrock Inc.	$1,034,973	<1%	5%
Westpac New Zealand LTD	$940,000	6%	5%
Ford Credit Auto Owner Trust	$934,933	<1%	5%
FFCB	$790,368	<1%	0%
John Deere Owner Trust	$704,915	<1%	10%
Texas Instruments Inc	$695,840	<1%	5%
Prudential Financial Inc	$684,854	<1%	5%
BMW Vehicle Owner Trust	$669,912	<1%	10%
Protective Life Global	$560,000	<1%	5%
Sumitomo Mitsui Financial Group Inc	$436,300	<1%	5%
Liberty Street Funding LLC	$416,069	<1%	10%
Bristol-Myers Squibb Co	$399,651	<1%	5%
LMA Americas LLC	$373,469	<1%	10%

Holdings by Issuer

City of Peoria as of 09/30/24

Issuer	Book Value	% of Portfolio	Policy Limit
PNC Financial Services Group	$230,000	<1%	5%
Swedbank AB	$213,542	<1%	5%
Cisco Systems Inc	$74,921	<1%	5%
Eli Lilly & Co	$39,983	<1%	5%
Wal-Mart Stores Inc	$14,997	<1%	5%
Hormel Foods Corp	$14,989	<1%	5%
Total Book Value	**$596,376,950**	**100.00%**	

Economic Update

City of Peoria as of 09/30/24

Current Market Themes

- The U.S. economy is characterized by:
  - A labor market that reached better balance and supports consumer activity
  - Inflation that has made meaningful progress towards the Federal Reserve's (Fed) 2% target, although shelter costs remain a headwind
  - Resilient economic growth and consumer spending that support the 'soft landing' scenario
- Fed begins the easing cycle
  - The Fed cut the federal funds target rate by 50 basis points (bps) to 4.75% - 5.00% at its September FOMC meeting
  - Fed officials note they have gained greater confidence the risks to their dual mandate are "roughly" in balance
  - The Fed's September "dot plot" implies 50 bps of additional cuts in 2024 and 100 bps through 2025
- Treasury yields continued their descent
  - Yields on maturities between 3 months and 10 years fell 62-112 bps during the 3rd quarter
  - The yield curve began to disinvert in the 3rd quarter as the spread between the 2-year and 10-year Treasury reached positive territory for the first time in over 2 years
  - Despite intra-quarter spread widening, yield spreads across most credit sectors were range bound at tight levels, reflecting the strength of the economy

Investment Strategy Outlook

- U.S. economic growth remains strong reflecting a consumer who continues to spend at elevated levels.
- Inflation continues its trend lower but has been buoyed by stubborn housing costs.
- The labor market continues to moderate from extremely strong levels seen in prior quarters. The recent downward revisions to nonfarm payrolls through March 2024 further emphasized the cooling.
- The continuation of stable market measures, such as narrow corporate yield spreads, record equity index levels and low volatility, reflect economic confidence.
- As a result, we seek to maintain neutral portfolio durations relative to benchmarks.

Source: Details on market themes and economic indicators provided throughout the body of the presentation. Bloomberg Finance L.P., as of September 30, 2024.

U.S. Treasury Yields Fall as the Yield Curve Begins to Disinvert

City of Peoria as of 09/30/24

- The 2-year Treasury decreased by over 100 basis points during the past quarter.



Source: Bloomberg Finance L.P., as of 9/30/2024.

Disclaimer

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CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 9C.

Date Prepared: 11/4/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Kevin Burke, Deputy City Manager

FROM: Sean Kindell, Chief Financial Officer

SUBJECT: Fiscal Year 2025 1st Quarter Budget Amendments and Chargebacks

Purpose:

Discussion and possible action to approve the Fiscal Year 2025 1st Quarter Budget Amendments and Chargebacks.

Summary:

Background/Summary:

The attached schedules list the FY2025 1st Quarter Budget Amendments and FY2025 1st Quarter Chargebacks, which under current Council and/or administrative policy require Council approval. These amendments have been reviewed by the Finance and Budget Department and are submitted to Council for approval. The following listing describes the budget amendments by category.

FY2025 1st Quarter Budget Amendments Summary:

Carryover - Operating – The amendments in this category are for FY2024 approved items or services not received or completed by June 30, 2024. The Carryover – Operating adjustments total $1,724,080.

Capital: The amendment in this category is returning authority to contingency for a contract amendment with the Padres. The Capital adjustments total ($100,000).

Carryover - Capital – The amendments in this category are for FY2024 approved items or services not received or completed by June 30, 2024. The Carryover – Capital adjustments total $29,209,065. For context, the FY24 CIP was $410,595,701.

Grants and Outside Sources: The amendments in this category represent grants & outside sources awarded to Arts, Culture, and Library, Police not previously taken to Council as well as Grant carryovers awarded to Fire, Police, Neighborhood and Human Services, which are still active. The Grants and Outside Sources adjustments total $1,253,902.

FY2025 1st Quarter Chargebacks:

Chargebacks and Arts: The items in this category represent an administrative mechanism for charging capital projects for project management and procurement services provided by city staff, as well as the one percent (1%) charge for public art. Each quarter, budget authority is moved to individual capital projects to be charged. The Chargebacks and Arts adjustments total $905,932.

Previous Actions/Background:

No previous action has been taken on these budget amendments and carryovers.

Staff Recommendation:

Finance and Budget Department staff recommends approval of the attached budget amendments.

Fiscal Analysis:

These budget amendments and chargebacks have no net fiscal impact to the city. The budget amendments are to provide expenditure authority for outside sources funds that have been received, to carry over funds from the previous fiscal year, to move existing appropriation or to correct errors.

ATTACHMENTS:

Exhibit 1: FY2025 First Quarter Budget Amendment Schedule
Exhibit 2: FY2025 First Quarter Chargebacks and Arts Schedule

Contact Name and Number:
Sean Kindell, Chief Financial Officer, 623-773-7819

Budget Amendment Schedule

FY2025 First Quarter Budget Amendments

Transfer #	CC Category	Description	Amount
Carryover - Operating	BA-0020-0006	FY24 Leadership and Management Carryovers for remaining balance for robotic initiative	5,976
Carryover - Operating	BA-0020-0007	09/03/2024 Marvin Andrews Fellowship, Handshake ASU Internships Placed Citywide FY 24 Carryover	50,000
Carryover - Operating	BA-0070-0006 through 0008	FY24 Human Resources Carryovers - remaining balance of the following: director's office furniture, Ironwood conference room furniture & chairs, employee recognition/appreciation and the Lactation Spaces Grant Award	131,832
Carryover - Operating	BA-0300-0038 through 0044	FY24 Non-Departmental Carryovers for remaining balance for unspent Mayor and Council district funds	88,495
Carryover - Operating	BA-0352-0006 through 0007	FY24 Economic Development Services Carryovers - remaining balance of the supplemental regarding the contract for business atrraction services on Auto Mall and other targeted industry prospects, auto dealer consultant services, and land and improvements for the It's All in The Game - Rio Vista Acquisition	111,000
Carryover - Operating	BA-0400-0003 BA-0430-0021 BA-0450-0001 BA-0460-0002 BA-0470-0002	FY24 Finance Department Carryovers - remaining balance for blinds for finance department, CIP - Large Meter, Multiyear Online Payment Project, and the Cityhall Budget Conference Room to replace chairs	198,509
Carryover - Operating	BA-0570-0004	FY24 Neighborhood & Human Services Carryovers - FY 24 supplemental (SU-1400-0002) for Community Center Needs Assessment, which is incomplete as of 06/30/2024.	58,212
Carryover - Operating	BA-1000-0012 BA-1020-0001	FY24 Police Department Carryover reduction and return excess to contingency.	(7,263)
Carryover - Operating	BA-1410-0001	FY24 Parks and Recreation Carryovers for remaining balance for the various incomplete supplementals as of 06/30/2024 > SU-1410-0002, Security Cameras, SU-1531-0001 Rio Vista Community Park pump station SU-2000-0007 for the Rio Vista Community Park - Irrigation Software update, SU-2000-0007 Paloma Community Park - Irrigation Software update, SU-1570-0003 Shade Structure at Paloma Community Park and Dump Trailer, SU-2022-0001 Sports Complex Improvements for the Production Room Project	276,951
Carryover - Operating	BA-3690-0003 BA-3700-0001 BA-3690-0002	FY24 Public Works Carryovers for the remaining balance for FY24 Supplemental for Monitors and Micro PC	39,081
Carryover - Operating	BA-3750-0009 through 0016 BA-3800-0001 through 0003	FY24 Information Technology Carryovers for the remaining balance for Professional Services, IT Data Initiative, mCare Upgrade Services, Microsoft 365 Implementation, Accela cloud Saas Software, Security Funding, Computer Hardware, One-time Finance ERP Systemen software, FY24 Server Replacements, FY24 PC Replacements, FY24 PCs for the new supplemental Positions	771,287

Transfer #	CC Category	Description	Amount
Capital	BA-0350-0012	Sports Complex Improvement project, CS00213, reduction per agreement with Padres to reconcile lost revenue from games played internationally during spring training in 2024	(100,000)
Carryover - Capital	BA-0310-0072 BA-0310-0074 BA-0350-0013 BA-0350-0016 BA-0350-0017 BA-2140-0001 BA-2223-0001 BA-2550-0002 BA-4256-0009 BA-7075-0002	FY2025 CIP reconciling adjustments to align budgeted carryovers with final expenditure balances on 6/30/2024	5,274,554
Carryover - Capital	BA-0310-0068 BA-0430-0018 through 0020 BA-0430-0022 BA-0430-0026	This amendment establishes authority for incomplete capital purchase orders from FY2024 to be completed in FY2025.	23,934,511
Grants & Outside Sources	BA-1000-0013	FY24 Police Grant Carryovers for St. Anti-Racketeering grant, Victims of Crime Act Grant, Justice Assistance Grant, and Governor of Highway Safety Grant excess spending authority returned to contingency	(655,685)
Grants & Outside Sources	BA-1025-0008 through 0009	PD Peoria Charter School SRO IGA - LCON04423 & LCON03723 - Establish FY2025 Budget Authority	740,000
Grants & Outside Sources	BA-1400-0004	Budget adjustment 4/22 AHCCCS ARPPA Grant Award for remaining balance for Adult Day Program Grant	3,669
Grants & Outside Sources	BA-1400-0005 BA-7124-0003 BA-7125-0002	FY24 NHS Grant Carryovers for remaining balance for the home grant, proposed grants, community development block grants, ARPA grant and opioid settlement	416,514
Grants & Outside Sources	BA-1540-0006	Library Services GroMoreGood Grassroots Grant Award; Kids Gardening Organization; Youth Education	500
Grants & Outside Sources	BA-7340-0002	FY24 Parks and Recreation Grant Carryover for remaining balance in parks and recreation grants and AZ S&T Authority Grant	523,388
Grants & Outside Sources	BA-7779-0003	FY24 Fire Carryover for the remaining balance for the Tohono O'Odham Grant and Homeland Security Grant	156,180
Grants & Outside Sources	BA-7858-0004	FY24 Human Resources Carryovers - Lactation Spaces Grant Award. These funds were awarded to the City by the Maricopa County Department of Public Health and are for the purpose of enhancing or creating lactation rooms.	1,992
Grants & Outside Sources	BA-7870-0004	Fire Homeland Security Grant Carryover for the remaining balance	67,344
All Categories	**All Transfers**	**Subtotal for FY2025 First Quarter Budget Amendments:**	**$ 32,087,047**

Budget Amendment Schedule

FY2025 First Quarter Chargebacks and Arts

Transfer #	CC Category	Description	Amount
Materials Management Chargebacks	BA-0310-0078	FY2025 Quarter 1 Materials Management Chargebacks	54,548
Engineering Chargebacks	BA-0310-0077	FY2025 Quarter 1 Engineering Chargebacks	692,503
Arts Chargebacks	BA-0310-0076	FY2025 Quarter 1 Arts Chargebacks	158,881
AIll Categories	**All Transfers**	**Subtotal for FY2025 First Quarter Chargebacks and Arts:**	**$ 905,932**

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C.

Date Prepared: 10/29/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Travis Cutright, Deputy City Manager

FROM: Christine Nickel, Human Resources Director

SUBJECT: Citizen Commission on Salaries for Elected City Officials

Purpose:

Discussion and possible action to accept or reject the recommendation made by the Citizens Commission on Salaries for Elected City Officials to increase the Mayor and Council salaries by five percent (5%) effective January 1, 2025.

Summary:

The Citizens Commission on Salaries for Elected City Officials ("The Commission") was established by the City Charter change approved by the voters at the Primary Election held in March 1997. The Commission's responsibilities are to meet, review data, and make recommendations to the City Council of any possible changes to voter-approved salary for the Mayor and City Council. The Commission is required to make their recommendations every two years. The City Council, by Charter, must either accept or reject the Commission's recommendations.

The Commission may make recommendations to the City Council as follows:

1. To recommend a 5.1 percent or less increase or decrease to existing salaries for Mayor and Council, which Council may accept or reject by a majority vote.

2. To recommend exceeding 5.1 percent increase or decrease to existing salaries for Mayor and Council, which if accepted by City Council, would require a resolution to be prepared to refer the matter to the voters.

Previous Actions/Background:

The Commission recommended and Council approved increasing the Mayor and Council salaries by five percent (5%), which went into effect January 2023.

Options:

A. Accept the Commission's recommendation to increase the Mayor and Council salaries by five

percent (5%).

B. Reject the Commission's recommendation to increase the Mayor and Council salaries by five percent (5%). If rejected by City Council, the Commission's recommendation process does not occur again until 2026, for a January 2027 effective date.

Staff Recommendation:

This is a request for the City Council to accept the Commission's recommendation to increase Mayor and Council salaries by five percent (5%).

Fiscal Analysis:

Accepting the recommendation of the Citizens Commission on Salaries for Elected City Officials would increase the FY 25 and 26 Mayor and Council Personnel Services Budget.

Elected Official	Current Salary	Percent Below Market Average	Percent Below Market Average with 5% Increase	Salary with 5% Increase
Mayor	$38,091*	-23%	-19%	$39,996
Council	$25,394	-13%	-9%	$26,664

*The Mayor foregoes receiving a salary and instead donates his salary to City of Peoria employee appreciation/recognition programs. This action will set the salary for future years, regardless of if the salary is donated or taken.

ATTACHMENTS:

Contact Name and Number:
Christine Nickel, (623) 773-7101

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11C.

Date Prepared: Council Meeting Date: 11/19/2024

TO: Honorable Mayor and City Council

FROM: Emily Jurmu, City Attorney

SUBJECT: Settlement Agreement, Natasha Pritchett v. City of Peoria

Purpose:

Discussion and possible action to (a) approve a settlement in the amount of $185,000 to settle a claim brought by Natasha Pritchett against the City of Peoria; (b) authorize the City Manager and City Attorney to execute all necessary documents to settle the claim; and (c) approve a budget amendment in the amount of $185,000 from Contingency to the Insurance Reserve Fund.

Summary:

Litigation managed this case and / or claim, receiving authority from management to move negotiations forward, towards the proposed resolution. Legal can provide case details as needed in support of the proposed request. Contingency funding is available within the budget but must be authorized by City Council.

Previous Actions/Background:

No binding action has occurred pending final approval.

Staff Recommendation:

Staff recommendation to approve a budget amendment in the amount of $185,000 from contingency to the Insurance Reserve Fund for payment of the settlement.

Fiscal Analysis:

There is sufficient fund balance in the Insurance Reserve Fund to cover this one-time budget amendment in the amount of $185,000.

Contact Name and Number:
Emily Jurmu, (623) 773-7330

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12C.

Date Prepared: 11/6/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Travis Cutright, Deputy City Manager

FROM: Gary Bernard, Fire Chief

SUBJECT: Grant, Arizona Department of Administration, Fire Incident Management Program

Purpose:

Discussion and possible action to: (a) authorize the Fire-Medical Department to accept a grant award in the total amount of $383,000 from the Arizona Department of Administration to be used for participation in a fire incident management and response system being implemented by the State of Arizona and administered by Versaterm; (b) authorize an agreement with Versaterm; and (c) approve a budget amendment in the amount of $383,000 from the Proposed Grants Contingency account to Arizona Department of Administration Grant Fund account.

Summary:

The Peoria Fire-Medical Department submitted for a Fire Incident Management System grant. Funding is available through State Senate Bill 1171 for eight Adashi System software licenses with hardware for three years. The software is being administered by Versaterm.
Our participation in the Phoenix Regional Automatic Aid 911 System means that enhancements in our capabilities benefit not just Peoria, but all partner agencies within this system. Implementing the Adashi System aligns with our mission to keep our organization at the forefront of frontline fire and medical service. The system is currently being used by twelve of our partnering agencies.
The cost for the three-year program totals $383,000. Year one cost is $131,826, year two $124,038 and year three $127,136, which includes tax. The vendor will invoice Peoria Fire-Medical. The city will be reimbursed by the State.

Previous Actions/Background:

The council has previously accepted various grants from the State of Arizona.

Staff Recommendation:

Staff recommends authorization to accept the grant award in the total amount of $383,000 from the Arizona Department of Administration to be used for participation in a fire incident management and response system program being implemented by the State of Arizona; approve an agreement with Versaterm; and approve a budget amendment in the amount of $383,000 from

the Proposed Grants Contingency account to the Arizona Department of Administration Grant Fund account.

Fiscal Analysis:

City Council has previously accepted grants from the State for various programs. These funds will be expended over a three-year period. The City of Peoria will be reimbursed for the amount expended on an annual basis from the State of Arizona.

Dept.	Account #	Description	Amount	Year
Fire	1000-1260-523510	Telecomm Service Lease	$131,826	1
Fire	1000-1260-523510	Telecomm Service Lease	$124,038	2
Fire	1000-1260-523510	Telecomm Service Lease	$127,136	3
		Total	**$383,000**	

Once the grant is approved by City Council the grant funds will be available for use for the program.

ATTACHMENTS:

Fire Incident Management Grant

Contact Name and Number:
Gary Bernard, (623)773-7279

ARIZONA DEPARTMENT OF ADMINISTRATION
GRANTS & SPECIAL PROGRAMS
GRANT AGREEMENT

Grant Number: ADOA-GAO-FIMA-39

This Grant Agreement (**"Agreement"**) is between the City of Peoria - Peoria Fire-Medical, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. Laws 2022, Ch.313, Sec. 2 of the Second Regular Session authorizes ADOA to administer the Fire Incident Management Grant.

BACKGROUND

2. Laws 2022, Ch.313, Sec. 2 enables the Arizona Department of Administration to administer a grant program that supports the implementation of a comprehensive fire incident management and response system, by enabling the deployment of a secure platform and providing a collaboration and communication solution. This Agreement sets forth the terms and conditions under which the Grantor will provide funding to the Grantee for the implementation of the Program's objectives, as detailed in the Grantee's proposal.

PURPOSE OF THE AGREEMENT

3. The purpose of this agreement is to establish the terms and conditions under which the Department of Administration (the "Grantor") will distribute funding per Laws 2022, Ch.313, Sec. 2.

TERM, EFFECTIVE DATE

4. Term and Effective Date: This Agreement will commence on November 1, 2024 and terminate on October 31, 2027. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, thirty (30) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
   5.1. In relation to the Fire Incident Management Grant program, the Grantee shall undertake the following responsibilities:

- Program Implementation: The Grantee shall use the Grant funds exclusively for implementing the approved program as outlined in their proposal, ensuring compliance with the objectives and requirements specified therein.
- Financial Management: The Grantee shall manage the Grant funds responsibly, allocating resources in accordance with the approved budget and ensuring that expenditures directly support the program's objectives.
- Compliance with Laws and Regulations: The Grantee shall comply with all applicable federal, state, and local laws and regulations, including procurement and environmental regulations, throughout the program's implementation.
- Reporting: The Grantee shall provide the Grantor with annual progress reports, financial reports, and any other documentation required by the Grantor to monitor and evaluate the program's success.

- Recordkeeping: The Grantee shall maintain accurate and complete records of all activities, expenditures, and outcomes related to the program for a specified period after the end of the grant term or as required by applicable law.
- Cooperation with Monitoring and Evaluation: The Grantee shall cooperate with the Grantor during any monitoring and evaluation processes, providing access to relevant personnel, documents, and facilities as needed.
- Communication and Collaboration: The Grantee shall actively engage with relevant stakeholders, including other fire and law enforcement agencies, to promote information sharing, collaboration, and coordination throughout the program's implementation.
- Sustainability: The Grantee shall develop and implement strategies to ensure the long-term sustainability and impact of the program, including securing additional funding, if necessary, and fostering partnerships with other organizations.
- By fulfilling these responsibilities, the Grantee demonstrates their commitment to the successful execution of the Fire Incident Management Grant program and their dedication to enhancing the capabilities of fire and law enforcement agencies within the state of Arizona.

5.2. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

5.3. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

5.4. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

5.5. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

5.6. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

5.7. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.8. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $383,000 in state funds.

5.9. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 10 business days.

5.10.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$383,000
Construction	$0.00
Other Costs	$0.00
Total	$383,000

6. In relation to the Fire Incident Management Grant program, the Arizona Department of Administration, as the Grantor, shall undertake the following responsibilities:

    - Grant Disbursement: The Grantor shall disburse the Grant funds to the Grantee in accordance with the terms and conditions set forth in the Agreement, ensuring timely and efficient allocation of resources.
    - Monitoring and Evaluation: The Grantor shall monitor the progress of the program by reviewing the Grantee's periodic reports, conducting site visits, and assessing the Grantee's performance against established objectives and performance measures.
    - Communication and Collaboration: The Grantor shall maintain open lines of communication with the Grantee, addressing any concerns or challenges that may arise and facilitating collaboration among stakeholders to promote the program's success.
    - Amendment and Modification: The Grantor reserves the right to amend or modify the Agreement in consultation with the Grantee, as needed, to accommodate changes in the program's scope, objectives, or requirements.

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

    7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other "records" relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.

    7.2. Non-Discrimination. The grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

    7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee's books and records shall be subject to audit by the State and, where applicable,

the Federal Government, to the extent that the books and records relate to the performance of the agreement.

7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

    - Accept a decrease in award offered to the grantee;
    - Cancel the award; or
    - Cancel the award and re-solicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State's authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.

13. Agreement Termination

    13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

13.3. Termination based on Availability of Funds. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for 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 at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

14. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

15. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

16. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

17. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

18. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

19. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

20. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

21. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

22. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

23. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

24. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

25. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

26. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

27. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

28. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Grants Office:

Arizona Department of Administration
Division of Business and Finance
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Michael Gurr

B. If to the Grantee:

City of Peoria - Peoria Fire-Medical
8401 W. Monroe Street
Peoria, AZ 85345

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

FOR GRANTEE:

Authorized Signatory	Date
Printed Name and Title	
Additional signature(s) if required by political subdivision	Date
Printed Name and Title	Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona Department of Administration	Date

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13C.

Date Prepared: 10/30/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Chris Hallett, Neighborhood and Human Services Director

SUBJECT: Memorandum of Agreement, Peoria Unified School District, 21st Century Grant Program at Ira Murphy Elementary School

Purpose:

Discussion and possible action for City Council to authorize the City Manager to execute the Memorandum of Agreement between the City of Peoria and Peoria Unified School District and the 21st Century Grant Program at Ira Murphy Elementary School.

Summary:

This Memorandum of Agreement (MOA) formalizes the collaborative partnership between the Peoria Unified School District (PUSD), the City of Peoria, and the 21st Century Grant Program to meet the growing demand for before and after school enrichment programs at Ira Murphy Elementary School. Under this agreement, PUSD and the 21st Century Grant Program commit to funding a one-year pilot program aimed at increasing student engagement, supporting academic success, and promoting student well-being. The City of Peoria will work closely with the school to deliver these enrichment services, ensuring that students have access to meaningful opportunities that nurture both their academic and personal development. On October 10, 2024, the PUSD Governing Board voted to approve this MOA.

Previous Actions/Background:

There has not been previous action on this MOA.

Staff Recommendation:

Staff recommends that the City Council approve the Memorandum of Agreement (MOA) between the City of Peoria, the Peoria Unified School District, and the 21st Century Grant Program for Ira Murphy Elementary School, and authorize the City Manager to sign on behalf of the City.

Fiscal Analysis:

The Council has approved a supplemental budget of $25,000 for 21st Century programming in FY25. All services provided under this program are eligible for reimbursement, up to the

approved limit of $25,000.

ATTACHMENTS:

Agreement

Contact Name and Number:
Chris Hallett, (623) 773-7955

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF PEORIA AND PEORIA UNIFIED SCHOOL DISTRICT
FOR THE 21ST CENTURY GRANT PROGRAM AT IRA MURPHY ELEMENTARY SCHOOL

I. PARTIES

This Memorandum of Agreement ("MOA") is entered into on this _____day of _____ ____, 2024, between the City of Peoria, an Arizona municipal corporation ("City") and the Peoria Unified School District No. 11, a political subdivision of the State of Arizona ("District"), each of which hereafter may individually be referred to as a Party or collectively as the Parties.

II. AUTHORITY

Pursuant to ARS § 11-951, *et seq.* and the Peoria City Charter, Article I, Sec. 3, the Parties executed an Intergovernmental Agreement ("IGA") on September 1, 2015, for joint facility use and development, which, among other things, authorizes the City to use District facilities to provide improved services and enhanced resources for the Parties' common citizens. The Parties enter into this MOA pursuant to Sections V.A.7. and V.B.3 – 5 of the IGA.

III. RECITALS

a. The Parties have entered into an IGA for joint facility use in order to provide improved services and enhanced resources for their common citizens.

b. The City operates programs that provide safe, supervised, and enriching environments for student participants and desires to continue its support of students needing additional educational, recreational, and social support.

c. The District is in the last year of a five-year grant from the 21st Century Grant program and desires to use the funds to support student engagement, academic achievement, and overall well-being of the students at Ira Murphy Elementary School ("School").

d. Therefore, for the consideration specified herein, the sufficiency of which is acknowledged, the Parties enter into this MOA to conduct a one-year pilot program at Ira Murphy Elementary School to provide academic support, conduct enrichment activities, and facilitate parent and community engagement for the students at the School,

IV. AGREEMENT

a. The City of Peoria agrees to:

i. Provide a minimum of two (2) City Staff (City employees or contractors) to operate the early morning and afternoon adventurers club. according to the schedule agreed upon by the Parties and reflected in Exhibit 1, which is attached and incorporated into this agreement.

ii. Provide services in accordance with the Pilot Program Overview, as detailed in Exhibit 2, which is attached and incorporated into this agreement.

iii. Bear sole responsibility for City Staff compensation and benefits, as applicable, in accordance with the cost proposal detailed in Exhibit 3, which is attached and incorporated into this agreement.

iv. Ensure each employee, contractor, and/or volunteer assigned to perform services on District property pursuant to this Agreement will hold a valid Arizona State Level One Fingerprint Clearance Card pursuant to A.R.S. § 15-512.

b. The Peoria Unified School District No. 11 agrees to:

i. Provide one classroom at Ira Murphy Elementary school with utilities, custodial services, access to convenient restrooms, playground use, and parking for City Staff and parents of participating students.

ii. Make the necessary spaces available at Ira Murphy Elementary School, as needed, (to be scheduled not to conflict with other school sponsored events) to allow for the Community Engagement Events identified in Exhibit 2.

iii. Reimburse the City in the amount of $12,150, as detailed in Exhibit 3 on or before December 12th, 2024.

V. NOTICES

a. Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by a nationally recognized overnight courier service, or by mutually acknowledged electronic message, addressed as follows:

i. To the District:

Name/Title
Peoria Unified School District No. 11
6330 West Thunderbird Road
Glendale, Arizona 85306
[email address]

ii. To the City

Name/Title
City of Peoria
8401 West Monroe, Room 300
Peoria, Arizona 85345
[email address]

Or any other address mutually designated by the District and City in writing.

VI. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereunder shall be as an independent contractor relationship only. Neither party shall have the power to bind the other party or contract in the name of the other party.

VII. CONDUCT OF OPERATIONS Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits,

VIII. INDEMNIFICATION AND INSURANCE. . Each Party shall adhere to the Insurance and Indemnification provisions contained in Section X of the IGA, which provisions are incorporated into this agreement by reference.

IX. CONFLICE OF INTEREST. The Parties acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511 regarding conflict of interest.

X. E-VERIFY. The Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program). The Parties warrant that they have registered with and participate with E-Verify pursuant to A.R.S. § 23-214(A) and § 41-4401.

XI. NON-DISCRIMINATION. The Parties shall comply with all state and federal laws, rules, regulations and executive orders which mandate that all persons regardless of race, creed, color, religion, sex, age, national origin, disability, political affiliation or veteran's status, shall have equal access to employment and education opportunities.

XII. FERPA COMPLIANCE. Both Parties will ensure that any dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

XIII. GOVERNING LAW AND VENUE. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Arizona. Venue for any litigation under this Agreement shall lie in the Superior Court of Arizona in Maricopa County.

XIV. AMENDMENTS. Amendments to this Agreement shall be in writing, signed by all parties to the Agreement. Formal amendments shall not be needed to notify parties of address changes, changes in position titled, etc. Such information may be provided via correspondence between the Parties.

XV. RESERVATION OF INTELLECTUAL PROPERTY RIGHTS. The Parties agree and acknowledge that, except as otherwise provided in this Agreement, this Agreement does not grant any rights in the other Party's intellectual property, trademarks, copyrights, name, logo, design, picture, marks, words, or any of other interest in the other's website or products, and each Party

agrees not to take any action that would impair the value of, goodwill associated with, or interfere with the other's rights in such Party's intellectual property.

XVI. NO ESTABLISHMENT OF THIRD-PARTY RIGHTS. This Agreement is not intended to and does not create any rights or interests for any other person or entity other than the District and/or the City of Peoria.

XVII. TERMINATION FOR CONVENIENCE. Notwithstanding anything to the contrary hereinabove or below, this Agreement may be terminated by either Party at any time without cause or legal excuse by providing the other party with sixty (60) calendar days written notice of such termination.

XVIII. DISPUTE RESOLUTION. In the event a controversy, claim or dispute ("Dispute") arising out of or relating to this Agreement arises between the Parties, either Party may request, by notice to the other Party, that the dispute be escalated to the Parties' respective senior management personnel. Upon request, each Party's respective senior management personnel will conference by telephone or in person with the other Party's senior management personnel within a reasonable period of time, not to exceed fifteen (15) calendar days of such notice, to determine if the dispute may be resolved. If such senior management personnel are unable to resolve the dispute within thirty (30) calendar days of such meeting, either Party may resort to alternate dispute resolution such as mediation or otherwise seek recourse from the courts. Either Party may seek injunctive or other urgent equitable relief at any time.

XIX. ATTORNEY'S FEES. If either party hereto brings an action to declare rights hereunder, the prevailing party in any such action, at trial or appeal, will be entitled to its court costs and reasonable attorney's fees and paralegal's fees and other costs incurred to be paid by the non-prevailing party as fixed by the court.

XX. NON-APPROPRIATIONS. The Parties recognize that performance by either Party hereunder may be dependent upon the appropriation of funds to or by that Party. Should either Party fail to be appropriated or to appropriate the necessary funds, that Party may, upon thirty (30) calendar days written notice to the other Party, cancel this Agreement without further duty or obligation. Each Party agrees to provide written notice to the other within fifteen (15) calendar days after the unavailability of such funds or appropriate comes to the Party's attention.

XXI. MISCELLANEOUS PROVISIONS.

a. ASSIGNMENT. Neither party may assign this Agreement nor the duties and responsibilities contained herein without the prior written consent of the non-assigning party.

b. SEVERABILITY. The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and the Agreement will be construed in all respects as if such valid or unenforceable provisions were omitted.

c. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

d. WAIVER. A waiver by either party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

e. COMPLIANCE WITH ALL APPLICABLE LAWS. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, local governments and Governing Board Policies, whether or not specifically referenced in this Agreement.

f. ENTIRE AGREEMENT. This Agreement, together with all exhibits which may be attached hereto, constitutes the complete understanding of the Parties and supersedes any and all other agreements, either oral or in writing, with respect to the subject matter hereof, and no other agreements or promise relating to the subject matter of the Agreement which is not contained herein will be binding. The Agreement may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

CITY OF PEORIA	PEORIA UNIFIED SCHOOL DISTRICT
By:_____	By: [redacted]
Print Name:	Print Name: KC Somers
Title:	Title: Superintendent
Date: _____	Date: Oct 10, 2024

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14C.

Date Prepared: 10/30/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Chris Hallett, Neighborhood and Human Services Director

SUBJECT: Intergovernmental Agreement, City of Phoenix, Federal Transit Funding, Transit Operating Expense Reimbursements, Purchase of Replacement Dial-A-Ride Vehicles

Purpose:

Discussion and possible action to: (a) authorize the Neighborhood and Human Services Department to accept two Intergovernmental Agreements totaling $235,161 between the City of Peoria and the City of Phoenix through Federal Transit Authority; and (b) approve a budget amendment in the amount of $211,448 from the Contingency account to the Transit Fund; and (c) authorization to use the funds as recommended.

Summary:

The City is eligible to receive reimbursement from the Federal Transit Administration (FTA) grant program by way of a pass through agreement with the City of Phoenix. The City of Phoenix is the regional recipient for grant funds and has received FTA grants that allocate federal funds to Peoria projects.

Grant AZ-2024-028 provides $55,431 in federal funds for preventative maintenance expenses related to ADA paratransit operating services, to include Dial-A-Ride. This grant requires a 25% local match by Peoria totaling $13,858.

Grant AZ-2024-011 provides $179,730 in federal funds for the purchase of two Dial-A-Ride vehicles. This grant requires a 17.65% local match in the amount of $31,718 which is reimbursed through an agreement with Valley Metro for regional funds for vehicle purchases. The two new Dial-A-Ride vehicles will replace existing vehicles.

Previous Actions/Background:

The last grant agreement between the City of Phoenix and the City of Peoria was approved by City Council on April 05, 2022 for grant pass through funding for transit projects.

Staff Recommendation:

Staff recommends authorization to (a) approve an Intergovernmental Agreement (IGA) with the City of Phoenix for Grants AZ-2024-011 and AZ-2024-028 for reimbursement of transit operating and bus procurement expenses and (b) approve a budget amendment of $211,488 from contingency to Transit to purchase two Dial-A-Ride vehicles.

Fiscal Analysis:

The Transit budget includes funding for vehicle maintenance expenses in the operating budget. The grant, AZ-2024-028, will be used to reimburse the City of Peoria for eligible Transit Expenses. Therefore, there will be no fiscal impact to the City.

The $211,488 budget amendment will use one-time funds from contingency to Transit to cover the purchase of two replacement Dial-A-Ride Vehicles. There will be a revenue offset from the grant, AZ-2024-011, in the amount of $179,730. The City of Peoria is responsible for the match of $31,718.

ATTACHMENTS:

Grant Agreement Peoria AZ-2024-028-00
Grant Pass-Thru Agreement Peoria AZ-2024-011-00

Contact Name and Number:
Chris Hallett, (623) 773-7955

AGREEMENT NO. _____

GRANT PASS-THRU AGREEMENT

BETWEEN
THE CITY OF PHOENIX
AND
CITY OF PEORIA

Subrecipient SAM.gov Identification No.: ML1ZY81QDEW8

Federal Award Identification Number (FAIN) No. AZ-2024-028-00

(49 U.S.C. Section 5307 Federal Transit Administration Funds)

This Grant Pass-Thru Agreement **("Agreement")** is made and entered into this ____ day of _____, 20___ **("Effective Date")**, by and between the City of Phoenix **("PHOENIX")**, a municipal corporation duly organized and existing under the laws of the State of Arizona, and the City of Peoria **("SUBRECIPIENT")**, a municipal corporation duly organized and existing under the laws of the State of Arizona. PHOENIX and SUBRECIPIENT are sometimes referred to collectively as **"PARTIES"** and individually as a **"PARTY."**

RECITALS

A. PHOENIX's City Manager is authorized and empowered by the City Charter's provisions to execute contracts.

B. PHOENIX has statutory and charter authority to provide transit services and enter into agreements with other entities within the Phoenix Urban Area for providing transit services. *See* A.R.S. Section 11-951, et seq.; Phoenix City Charter Chapter 2, Section 2, Subsections (c), (i), and (l).

C. As a political subdivision of the State of Arizona, PHOENIX may contract and enter into stipulations of any nature to do acts necessary and convenient for the exercise of its powers. The laws of the State of Arizona authorize municipalities to: (1) engage in any business or enterprise that may be engaged in by persons by virtue of a franchise from the municipal corporation (*see* A.R.S. Section 9-511(A)); (2) appropriate and spend public monies on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of [its] inhabitants" (*see* A.R.S. Section 9-500.11); and (3) be vested with all the powers set forth in Title 9 for incorporated towns, in their respective charters, and in other provisions of law (*see* A.R.S. Section 9-499.01).

D. SUBRECIPIENT has statutory authority to exercise all of the powers granted to municipal corporations and to cities by the Constitution and laws of the State of

Arizona, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power to enter into intergovernmental agreements with other governmental entities. *See* A.R.S. Section 11-951, et seq.

E. Transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUBRECIPIENT's authorizations.

F. Section 5307 of chapter 53, title 49, United States Code (formerly the Federal Transit Act of 1964, as amended) makes financial aid available to government entities and public transportation operators engaging in the preservation, improvement, and operation of mass transit systems.

G. PHOENIX successfully applied to the Federal Transit Administration **("FTA")** for a grant of Section 5307 funds, which was awarded on the 19th day of September, 2024, as FAIN No. **AZ-2024-028-00 ("Grant")**.

H. SUBRECIPIENT shall receive funds from said Grant and perform the project(s) **("Project(s)")** described in **Exhibit A,** as attached to this Agreement and incorporated by reference.

I. PHOENIX and SUBRECIPIENT have been authorized by their respective formal authorities to enter into this Agreement.

AGREEMENT

IT IS HEREBY AGREED, by and between the PARTIES, as follows:

1. Agreement Term and Budget/Performance Periods.

   A. The Agreement's term is the time interval from the execution of this Agreement to its conclusion. The Agreement's term:

      - begins on its Effective Date; and
      - ends after all federal and PHOENIX requirements have been met and PHOENIX has closed out the Grant.

      Funding for any uncompleted and unbilled Projects may be reassigned at the discretion of PHOENIX, as needed to close out the Grant. Grant close-out is the process by which all activities approved in a grant award have been completed and/or the federal assistance awarded has been expended for eligible costs. PHOENIX maintains a "Master Grant Closeout Schedule" that provides the estimated grant close-out date based on the completion dates of each project within the grant. Within 90 days of final reimbursement, PHOENIX will begin the grant close-out process and prepare reports,

including a narrative of completed projects and the subrecipient's final reconciled budget, Federal Financial Report **("FFR")**, and Milestone Progress Report **("MPR")**. Each grant is considered closed when PHOENIX has completed and submitted the documents required for close-out and FTA has accepted these documents. A "Grant Closure Notice and Records Retention Requirement Letter" is prepared and distributed to each subrecipient in the grant award.

B. The Agreement's budget period is the time interval from the start date of a funded portion of the award to the end date of that funded portion, during which PHOENIX is authorized to expend the funds awarded. The Agreement's budget period:

- Begins on the 1st day of July, 2024; and
- Ends on the 31st day of March, 2027.

The Project(s) led by SUBRECIPIENT must be completed and reimbursement must be requested by the end of the Agreement's budget period.

C. The Agreement's performance period is the time interval from the start of the initial federal award to the estimated end date of performance, which may include one or more funded portions or budget periods. The Agreement's performance period:

- Begins on the 1st day of July, 2024; and
- Ends on the 31st day of March, 2027.

2. Federal and Local Funding.

A. The total federal funds allocated to SUBRECIPIENT under this Agreement shall not exceed **$55,431**, as detailed in **Exhibit A**. No reimbursements shall be made unless all required reports, as described below, have been submitted.

B. SUBRECIPIENT shall provide the required local match for the Project(s), and that local match is currently estimated to be **$13,858**, as detailed in **Exhibit A**. SUBRECIPIENT shall be responsible for the full amount of any costs that exceed the awarded Project(s) amount, such as price increases and applicable taxes.

3. Reimbursement From Grant.

A. PHOENIX will reimburse SUBRECIPIENT for its share of federal funding allocated from the Grant for the purchase of items/services provided in the "Project Description" box of **Exhibit A**. SUBRECIPIENT shall comply with all

requirements in 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” which are incorporated by reference. By signing this Agreement, SUBRECIPIENT certifies that its accounting systems meet the requirements of the grant program.

B. To receive reimbursement for any allowable and eligible indirect costs awarded by and charged to the Grant, SUBRECIPIENT shall charge, in accordance with the following selected option:

☐A cost allocation plan/indirect cost rate approved by the SUBRECIPIENT’s cognizant federal agency to be submitted by SUBRECIPIENT to PHOENIX on an annual basis. SUBRECIPIENT’s current federally recognized cost share is:

__% for _____; and __% for _____.

☐A de minimis rate of 10% of modified total direct costs **(“MTDC”)** in accordance with 2 CFR Part 200.414. Reimbursement shall not exceed the federal funds allocated to SUBRECIPIENT, unless approved in writing by PHOENIX. By signing this Agreement, SUBRECIPIENT certifies that it does not have federally-negotiated indirect cost rate **(FNICR)**.

☒N/A – not applicable because there are no allowable and eligible indirect costs to reimburse.

C. SUBRECIPIENT acknowledges that its applicable indirect cost rate for this Agreement was provided to PHOENIX in SUBRECIPIENT’s Grant Application, which is incorporated by reference into this Agreement.

4. Application for Reimbursement.

A. SUBRECIPIENT shall submit an electronic copy of its application for reimbursement of the federal share to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

B. The cover letter must identify the PHOENIX contract number and the period for which the application is submitted.

C. For any applicable reimbursements, SUBRECIPIENT shall submit its application with the reimbursement request form shown in **Exhibit B**, which is attached to this Agreement and incorporated by reference.

D. The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum, the documentation shall include the following:

1. A listing of all invoiced costs with vendors and payment dates;

2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment, such as cancelled checks or bank statements; and

3. Such other documentation as PHOENIX or FTA may require, including any reports mandated by **Exhibit C**, which is attached to this Agreement and incorporated by reference.

5. SUBRECIPIENT Performance.

A. SUBRECIPIENT shall complete the Project(s) for which the Grant's funds have been awarded in a proper and timely manner. SUBRECIPIENT is responsible for complying with all federal, state, and local requirements imposed under the Grant, including the requisites identified in **Exhibit D**, **Exhibit E, and Exhibit F**, which are attached to this Agreement and incorporated by reference.

B. SUBRECIPIENT must comply with all of the terms and conditions set forth in the "FTA Master Grant Agreement" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT must also comply with all conditions required for the Grant under the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances and incorporated into this Agreement by reference.

C. SUBRECIPIENT's failure to comply with all applicable requirements may result in the withholding of funds to SUBRECIPIENT under the Grant.

6. Insurance.

SUBRECIPIENT shall have adequate insurance to cover the Project(s) in the event of damage or complete loss.

7. 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's fees) (hereinafter 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 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.

8. Notice.

A. Any notice, consent, or other communication **("Notice")** required or permitted under this Agreement shall be in writing and either delivered in person, sent by email, deposited in the United States mail (postage prepaid, registered or certified mail, and return receipt requested), or deposited with any commercial air courier or express service addressed as follows:

If intended for SUBRECIPIENT:

Tremaine Coley, Transit Manager
City of Peoria, Neighborhood & Human Services Department
8401 W. Monroe Street
Peoria, Arizona 85345
Telephone: (623) 773-7993
Email: tremaine.coley@peoriaaz.gov

If intended for PHOENIX:

Jesús E Sapien, Public Transit Director
City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 495-0418
Email: jesus.sapien@phoenix.gov

with electronic copy to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

B. Notice shall be deemed received: (a) at the time it is personally served; (b) on the **day** it is sent by email; (c) on the **2nd business day** after its deposit with any commercial air courier or express service; or (d) on the **10th calendar day** after its deposit in the United States mail (postage prepaid, registered or certified mail, and return receipt requested). Any time period stated in a

Notice shall be computed from the time the Notice is deemed received. Either PARTY may change its mailing address, email address, or the person to receive Notice by providing the other PARTY with a Notice of that change.

C. Notice sent by email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is *not* intended to change the effective date of the original Notice sent by email.

9. Summary of Exhibits.

As noted above, the following exhibits are attached to this Agreement and incorporated by reference:

Exhibit A Federal Grant Pass-Thru Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Required Local Provisions

The PARTIES executed this Agreement on the day and year first above written.

CITY OF PHOENIX

Jeffrey Barton, City Manager

By_____
Jesús E. Sapien
Public Transit Director

ATTEST:

_____
City Clerk - PHOENIX

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

_____
Carolina Potts
Assistant Chief Counsel _____

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON MAY 25, 2022.

CITY OF PEORIA

By _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

_____
Attorney for **CITY OF PEORIA**

APPROVED BY _____ BY FORMAL ACTION

ON _____.

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Attorney for PHOENIX	Attorney for **PEORIA**

_____

EXHIBIT A

Federal Grant Pass-Thru Agreement Detail Summary

FAIN NUMBER: AZ-2024-028-00					
CFDA NUMBER: 20.507					
GRANT RECIPIENT: CITY OF PHOENIX					
GRANT SUBRECIPIENT'S NAME: CITY OF PEORIA					
GRANT SUBRECIPIENT'S ADDRESS: 8401 W. Monroe Avenue Peoria, Arizona 85345					
GRANT SUBRECIPIENT'S SAM.GOV I.D. NUMBER: ML1ZY81QDEW8					
TOTAL ELIGIBLE PROJECT COST for federal grant purposes (TEPC):					$69,289
• Federal Share of TEPC:					$55,431
• Local Share/Match of TEPC:					$13,858
PROJECT(S) DESCRIPTION:					
ALI Code:	**Project(s) Description:**	**R&D? (yes/no)**	**Local:**	**Federal:**	**Total:**
11.7A.00	Preventive Maintenance	No	$13,858	$55,431	$69,289

EXHIBIT B

Federal Grant Reimbursement Form

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department **("PTD")** to monitor SUBRECIPIENT expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUBRECIPIENT ORGANIZATION NAME AND ADDRESS	**GRANT AGREEMENT NUMBER**		**REQUEST NO.**
	REPORTING PERIOD (Dates)		
	FROM:		**TO**:

	TOTAL	**LOCAL MATCH**	**FTA SHARE**
TOTAL ELIGIBLE PROJECT COSTS	$ -	$ -	$ -
TOTAL PREVIOUS PAYMENTS	$ -	$ -	$ -
CURRENT REIMBURSEMENT REQUESTED	$ -	$ -	**$ -**
REMAINING FUNDING	$ -	$ -	$ -

REQUIRED SIGNATURES

This document must be signed by the SUBRECIPIENT's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and have met all matching requirements. In addition, we understand that any discovery of a violation of a federal law or regulation, or any failure to follow applicable Federal directives, may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for **three years** beyond the later of vehicle/asset disposal or final close-out of the Grant with FTA.

For PTD use only

Date request received:	Approved for funds availability (signature/date)

EXHIBIT C

Required Reports

SUBRECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report, which shall be due 120 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE participation, utilization, annual goal setting, progress, and information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA-funded assets
Single Audit Report	Annually	Copy of federally required audit
Title VI Annual Report	Annually	Subrecipient to provide all Title VI complaints and related information annually
Lobbying Activities	As required pursuant to 31 U.S.C. 1352	Subrecipient to disclose any lobbying activities quarterly and submit Disclosure of Lobbying Activities LLL form pursuant to 31 U.S.C. 1352
Drug and Alcohol Reports	Annually	FTA drug and alcohol testing
Contract Change Orders Above **$100,000**	Quarterly	Subrecipient to provide list of any federally-funded contract change orders for any amount **$100,000** or greater
Claims/Settlements	Quarterly	Subrecipient to provide list of any federally-funded projects with Claims/Settlements pending or closed within the quarter

Vehicle Record Inventory Form	Reimbursements with vehicles	Provide a vehicle record inventory form for each vehicle purchased with FTA funds
Capital Asset Purchase Form	Reimbursements with capital asset	Provide a capital asset purchase form for each capital asset purchased with FTA funds
Staff Time Documentation	Reimbursements with staff time	All reimbursements for staff time must include verification of all hours billed, including copies of all applicable timecards or other time reporting documentation
5310 FTA Grants		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines**. All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT D

Required Federal Provisions

1. SUBRECIPIENT shall permit the authorized representatives of PHOENIX, the United Stated Department of Transportation **("USDOT")**, and the Controller General of the United States to inspect and audit all data, books, records, and reports relating to this Agreement and SUBRECIPIENT's performance hereunder. PHOENIX's audit shall be at SUBRECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of **three years** after the Grant has been formally closed, excluding assets, vehicles, or equipment. For assets, vehicles, or equipment that received federal funding in this Grant, all records must be kept for **three years** after the disposal date of the asset, which may extend well past the grant closure date. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.

2. Both PARTIES warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and, further, that no member or delegate to Congress or City Council, or any employee of PHOENIX or SUBRECIPIENT, has any interest, financial or otherwise, in this Agreement.

3. SUBRECIPIENT shall fully comply with the Disadvantaged Business Enterprise **("DBE")** regulations of USDOT, 49 CFR Part 26. SUBRECIPIENT shall abide by all stipulations, regulations, and procedures set forth in PHOENIX's FTA-approved DBE Program Plan. The Transit Civil Rights Officer of PHOENIX's Public Transit Department and representative(s) of PHOENIX's Equal Opportunity Department will meet annually with SUBRECIPIENT to cooperatively determine DBE participation for all FTA-assisted projects.

4. The PARTIES acknowledge that federal funds are being used for the work, services, and operations provided under this Agreement. In that regard, PHOENIX, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration **("FTA")** Master Grant Agreement. In order for SUBRECIPIENT to receive funding under this Agreement with PHOENIX, SUBRECIPIENT is required to similarly accept and comply with all such terms and conditions, and SUBRECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement and any subsequent revisions are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT is solely responsible for complying with all the terms and conditions of the Master Grant Agreement and any subsequent revisions.

5. In performing the services for which federal funding is provided under this Agreement, SUBRECIPIENT agrees to comply with all laws, rules, regulations, standards, orders, and directives applicable to: (a) this Agreement; (b) the services provided pursuant to this Agreement; and (c) PHOENIX, as the designated recipient of FTA funding. These laws, rules, regulations, standards, orders, and directives include federal, state, and local laws and those items set forth here in **Exhibit D** and below in **Exhibit E**.

6. SUBRECIPIENT shall fully comply with Equal Employment Opportunity **("EEO")** regulations of the USDOT Urban Mass Transportation Administration **("UMTA")** and FTA Circular 4704.1A. SUBRECIPIENT must implement all of the EEO Program elements and submit an EEO Program every four years *if* SUBRECIPIENT employs **100 or more** transit-related employees *and* requests or receives in the previous fiscal year: capital or operating assistance in excess of **$1 million**; or planning assistance in excess of **$250,000**. SUBRECIPIENT must prepare and maintain an abbreviated EEO Program *if* SUBRECIPIENT employs **50-99** transit related employees *and* requests or receives in the previous fiscal year: capital or operating assistance in excess of **$1 million**; or planning assistance in excess of **$250,000**.

7. Section 319 of Public Law 101-121 and 49 CFR Part 20 prohibit recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action. By signing this agreement, SUBRECIPIENT certifies that:

   A. SUBRECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUBRECIPIENT shall certify and disclose accordingly.

   B. No federally appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the: (i) award of any federal contract; (ii) grant of any federal loan; (iii) provision of any federal grant; (iv) entrance into any cooperative agreement; and (v) extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **$10,000** and not more than **$100,000** for each such failure.

8. SUBRECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 **("IRCA")** and agrees to comply with the IRCA in the performance of this Agreement.

9. If a current or prospective legal matter that may affect the Federal Government emerges, the SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. The SUBRECIPIENT must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

C. The SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9, if the SUBRECIPIENT has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the SUBRECIPIENT. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the SUBRECIPIENT. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the SUBRECIPIENT.

10. PHOENIX and SUBRECIPIENT are prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is:

A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

EXHIBIT E

Partial List of Applicable Laws

A. Federal Codes. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-7 **("Title VI")** and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" **("Nondiscrimination Regulations")** and other pertinent directives, including but not limited to:

- Department of Justice's Title VI Regulations (28 C.F.R. § 42.101 et seq.);
- Department of Justice's Title VI Coordination Regulations (28 C.F.R. § 42.401 et seq.);
- Department of Justice's Guidelines for the Enforcement of Title VI (28 C.F.R. § 50.3);
- Rulemaking actions to incorporate the Civil Rights Restoration Act's definitions of "program or activity" and "program" into regulations implementing Title VI, Section 504, and the Age Discrimination Act;
- Twenty-two agencies' Notice of Proposed Rulemaking, published December 6, 2000 (65 FR 76460);
- Twenty-two agencies' Final Rule, published August 26, 2003 (68 FR 51332);
- Department of Education's Notice of Proposed Rulemaking (also includes amendments to Title IX regulations), published May 5, 2000 (65 FR 26464);
- Department of Education's Final Rule (also includes amendments to Title IX regulations), published November 13, 2000 (65 FR 68049); and
- Department of Health and Human Services' Notice of Proposed Rulemaking (also includes amendments to Title IX regulations), published October 26, 2000 (65 FR 64194)

SUBRECIPIENT shall comply with these requirements so that no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration. SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Nondiscrimination Regulations. More specifically and without limiting the above general assurance, SUBRECIPIENT hereby gives the following specific assurances with respect to the Project(s):

1. SUBRECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Nondiscrimination Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form, in all proposals for negotiated agreements:

> CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation," issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

2. If SUBRECIPIENT carries out a program of training under Section 5312of Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to make selection of the trainee or fellow without regard to race, color, sex, or national origin.

3. Where SUBRECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex, or national origin.

4. Where SUBRECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, sex, or national origin.

5. This assurance obligates SUBRECIPIENT for the period during which federal financial assistance is extended to the Project(s).

6. SUBRECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, subcontractors, transferees, successors-in-interest and other participants under such program will comply with all requirements imposed pursuant to 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.

7. SUBRECIPIENT agrees that PHOENIX has a right to seek judicial enforcement regarding any matter arising under 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUBRECIPIENT, for itself, its assignees and successors-in-interest agrees as follows:

1. SUBRECIPIENT shall comply with the Nondiscrimination Regulations, as they may be amended from time to time, which are incorporated by reference and made a part of this Agreement.

2. With regard to the work performed by it during the Agreement, SUBRECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUBRECIPIENT for work to be performed under a subcontract—including procurement of materials or leases of equipment—each potential subcontractor or supplier shall be notified by SUBRECIPIENT of the subcontractor's obligations under this Agreement and the Nondiscrimination Regulations.

4. SUBRECIPIENT shall provide all information and reports required by the Nondiscrimination Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHOENIX or FTA to be pertinent to ascertain compliance with such Nondiscrimination Regulations, orders, and instructions. Where any information required of SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUBRECIPIENT shall so certify to PHOENIX or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. If SUBRECIPIENT's fails to comply with the nondiscrimination provisions of this Agreement, then PHOENIX shall impose such contract sanctions as it or FTA may determine to be appropriate, including: (a) withholding of payments to SUBRECIPIENT under the grant award until SUBRECIPIENT complies; and (b) cancellation, termination, or suspension of this Agreement, in whole or in part.

6. SUBRECIPIENT shall include the FTA provisions included above in paragraphs 1 through 5 of **Exhibit E,** section B, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Regulations or governing directives issued. SUBRECIPIENT shall take such action with respect to any subcontract or procurement as PHOENIX or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. If SUBRECIPIENT becomes involved in, or is threatened by litigation with a subcontractor or supplier as a result of such direction, then SUBRECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUBRECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUBRECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUBRECIPIENT. SUBRECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX, and shall maintain a Title VI complaint log of closed investigations for **three years**. SUBRECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.

8. SUBRECIPIENT avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in Section 5333(b) of Title 49 U.S. Code, as amended (formerly Section 13(c) of the Federal Transit Act of 1964, 49 U.S.C. 1609). SUBRECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees.

9. SUBRECIPIENT shall comply with the following statutes and regulations, as applicable:

   - 18 U.S.C. 1001
   - Section 5301 of 49 U.S.C. chapter 53
   - Section 5309(i) of 49 U.S.C. chapter 53

- Section 5310 of 49 U.S.C. chapter 53, which provides—among other thing—for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities
- Section 5323(d) and (f) of 49 U.S.C. chapter 53
- Section 5326 of 49 U.S.C. chapter 53
- Section 5329 of 49 U.S.C. chapter 53
- Section 5332 of 49 U.S.C. chapter 53, which prohibits—among other things—discrimination on the basis of race, color, creed, national origin, sex, or age
- Section 5333 of 49 U.S.C. chapter 53, which requires compliance with applicable labor requirements
- Section 5337 of 49 U.S.C. chapter 53
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits—among other things—discrimination on the basis of race, color or national origin by recipients of federal financial assistance
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, which prohibits—among other things—discrimination in employment
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, which prohibits—among other things—discrimination on the basis of disability
- 49 CFR Part 600 et seq. regulations promulgated by FTA
- 49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, minority business enterprise (DBE/women's business enterprise), relocation and land acquisition, and nondiscrimination based on disability, respectively
- 46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements
- 36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation
- 31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit
- 40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements
- 29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections
- The Build America, Buy America **("BABA")** and Buy America requirements of Pub. L. 117-58, div. G, tit. IX, Sections 70911-70927, 49 U.S.C. 5323(j), and 49 CFR Part 661 pertaining to the purchase of iron, steel, manufactured goods, and rolling stock

EXHIBIT F

Required Local Provisions

1. Assignability; Successors and Assigns. This Agreement and any rights or obligations hereunder shall not be transferred or assigned, in whole or in part, by SUBRECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.

2. Employment and Organization Disclaimer. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the PARTIES, and the rights and the obligations of the PARTIES shall be only those expressly set forth herein. Neither PARTY (nor any employee of either PARTY) is the agent of the other PARTY or otherwise authorized to act on behalf of the other PARTY for any purpose.

3. Entire Agreement; Modification (No Oral Modification). This Agreement and any Exhibits, Attachments, or Schedules attached hereto constitute the full and complete understanding and agreement of the PARTIES. This Agreement supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement. This Agreement and its terms may not be modified or changed except in writing signed by both PARTIES.

4. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof. This Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

5. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the PARTIES arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

6. Inspection and Audit. The provisions of A.R.S. Section 35-214 shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.

7. Compliance with Laws and Permits. SUBRECIPIENT shall comply with all applicable laws, ordinances, regulations, and codes of federal, state and local governments. Further, SUBRECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement.

8. Non-waiver. If PHOENIX fails or delays in exercising or enforcing any right, power, privilege, or remedy under this Agreement, such failure or delay shall not be deemed a waiver, release, or modification of the requirements—or any other terms or provisions—of this Agreement.

9. Contract Cancellation. The PARTIES acknowledge that this Agreement is subject to cancellation by PHOENIX, or cancellation by SUBRECIPIENT if it is a government entity, pursuant to the provisions of A.R.S. Section 38-511.

10. Legal Worker Requirements. PHOENIX is prohibited by A.R.S. Section 41-4401 from awarding a contract (agreement) to any SUBECIPIENT who fails, or whose contractors fail, to comply with A.R.S. Section 23-214(A). Therefore, SUBRECIPIENT agrees that:

    A. SUBRECIPIENT and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A).

    B. A breach of warranty under paragraph A will be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

    C. PHOENIX retains the legal right to inspect the papers of SUBRECIPIENT or any contractor employee who works on the Agreement to ensure that the SUBRECIPIENT or any contractor is complying with the warranty under paragraph A.

AGREEMENT NO. _____

GRANT PASS-THRU AGREEMENT

BETWEEN
THE CITY OF PHOENIX
AND
CITY OF PEORIA

Subrecipient SAM.gov Identification No.: ML1ZY81QDEW8

Federal Award Identification Number (FAIN) No. AZ-2024-011-00

(49 U.S.C. Section 5339 Federal Transit Administration Funds)

This Grant Pass-Thru Agreement **("Agreement")** is made and entered into this ____ day of _____, 20___ **("Effective Date")**, by and between the City of Phoenix **("PHOENIX")**, a municipal corporation duly organized and existing under the laws of the State of Arizona, and City of Peoria **("SUBRECIPIENT")**, a municipal corporation duly organized and existing under the laws of the State of Arizona. PHOENIX and SUBRECIPIENT are sometimes referred to collectively as **"PARTIES"** and individually as a **"PARTY."**

RECITALS

A. PHOENIX's City Manager is authorized and empowered by the City Charter's provisions to execute contracts.

B. PHOENIX has statutory and charter authority to provide transit services and enter into agreements with other entities within the Phoenix Urban Area for providing transit services. *See* A.R.S. Section 11-951, et seq.; Phoenix City Charter Chapter 2, Section 2, Subsections (c), (i), and (l).

C. As a political subdivision of the State of Arizona, PHOENIX may contract and enter into stipulations of any nature to do acts necessary and convenient for the exercise of its powers. The laws of the State of Arizona authorize municipalities to: (1) engage in any business or enterprise that may be engaged in by persons by virtue of a franchise from the municipal corporation (*see* A.R.S. Section 9-511(A)); (2) appropriate and spend public monies on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of [its] inhabitants" (*see* A.R.S. Section 9-500.11); and (3) be vested with all the powers set forth in Title 9 for incorporated towns, in their respective charters, and in other provisions of law (*see* A.R.S. Section 9-499.01).

D. SUBRECIPIENT has statutory authority to exercise all of the powers granted to municipal corporations and to cities by the Constitution and laws of the State of

Arizona, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power to enter into intergovernmental agreements with other governmental entities. *See* A.R.S. Section 11-951, et seq.

E. Transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUBRECIPIENT's authorizations.

F. Section 5339 of chapter 53, title 49, United States Code (formerly the Federal Transit Act of 1964, as amended) makes financial aid available to government entities and public transportation agencies engaging in the construction of bus-related facilities or the replacement, rehabilitation, and purchase of buses and related equipment, including technological changes or innovations to modify low-or-no emission vehicles or facilities.

G. PHOENIX successfully applied to the Federal Transit Administration **("FTA")** for a grant of Section 5339 funds, which was awarded on the 7th day of August, 2024 ("Effective Date"), as FAIN No. **AZ-2024-011-00 ("Grant")**.

H. SUBRECIPIENT shall receive funds from said Grant and perform the project(s) **("Project(s)")** described in **Exhibit A,** as attached to this Agreement and incorporated by reference.

I. PHOENIX and SUBRECIPIENT have been authorized by their respective formal authorities to enter into this Agreement.

AGREEMENT

IT IS HEREBY AGREED, by and between the PARTIES, as follows:

1. Agreement Term and Budget/Performance Periods.

   A. The Agreement's term is the time interval from the execution of this Agreement to its conclusion. The Agreement's term:

      - begins on its Effective Date; and
      - ends after all federal and PHOENIX requirements have been met and PHOENIX has closed out the Grant.

      Funding for any uncompleted and unbilled Projects may be reassigned at the discretion of PHOENIX, as needed to close out the Grant. Grant close-out is the process by which all activities approved in a grant award have been completed and/or the federal assistance awarded has been expended for eligible costs. PHOENIX maintains a "Master Grant Closeout Schedule" that provides the estimated grant close-out date based on the completion dates of

each project within the grant. Within 90 days of final reimbursement, PHOENIX will begin the grant close-out process and prepare reports, including a narrative of completed projects and the subrecipient's final reconciled budget, Federal Financial Report **("FFR")**, and Milestone Progress Report **("MPR")**. Each grant is considered closed when PHOENIX has completed and submitted the documents required for close-out and FTA has accepted these documents. A "Grant Closure Notice and Records Retention Requirement Letter" is prepared and distributed to each subrecipient in the grant award.

B. The Agreement's budget period is the time interval from the start date of a funded portion of the award to the end date of that funded portion, during which PHOENIX is authorized to expend the funds awarded. The Agreement's budget period:

- Begins on the 1st day of July 2024; and
- Ends on the 30th day of June 2027.

The Project(s) led by SUBRECIPIENT must be completed and reimbursement must be requested by the end of the Agreement's budget period.

C. The Agreement's performance period is the time interval from the start of the initial federal award to the estimated end date of performance, which may include one or more funded portions or budget periods. The Agreement's performance period:

- Begins on the 1st day of July 2024; and
- Ends on the 30th day of June 2027.

2. Federal and Local Funding.

A. The total federal funds allocated to SUBRECIPIENT under this Agreement shall not exceed **$179,730**, as detailed in **Exhibit A**. No reimbursements shall be made unless all required reports, as described below, have been submitted.

B. SUBRECIPIENT shall provide the required local match for the Project(s), and that local match is currently estimated to be **$31,718**, as detailed in **Exhibit A**. SUBRECIPIENT shall be responsible for the full amount of any costs that exceed the awarded Project(s) amount, such as price increases and applicable taxes.

3. Reimbursement From Grant.

A. PHOENIX will reimburse SUBRECIPIENT for its share of federal funding

allocated from the Grant for the purchase of items/services provided in the "Project Description" box of **Exhibit A**. SUBRECIPIENT shall comply with all requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," which are incorporated by reference. By signing this Agreement, SUBRECIPIENT certifies that its accounting systems meet the requirements of the grant program.

B. To receive reimbursement for any allowable and eligible indirect costs awarded by and charged to the Grant, SUBRECIPIENT shall charge, in accordance with the following selected option:

☐A cost allocation plan/indirect cost rate approved by the SUBRECIPIENT's cognizant federal agency to be submitted by SUBRECIPIENT to PHOENIX on an annual basis. SUBRECIPIENT's current federally recognized cost share is:

__% for _____; and __% for _____.

☐A de minimis rate of 10% of modified total direct costs **("MTDC")** in accordance with 2 CFR Part 200.414. Reimbursement shall not exceed the federal funds allocated to SUBRECIPIENT, unless approved in writing by PHOENIX. By signing this Agreement, SUBRECIPIENT certifies that it does not have federally-negotiated indirect cost rate **(FNICR)**.

☒N/A – not applicable because there are no allowable and eligible indirect costs to reimburse.

C. SUBRECIPIENT acknowledges that its applicable indirect cost rate for this Agreement was provided to PHOENIX in SUBRECIPIENT's Grant Application, which is incorporated by reference into this Agreement.

4. Application for Reimbursement.

A. SUBRECIPIENT shall submit an electronic copy of its application for reimbursement of the federal share to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

B. The cover letter must identify the PHOENIX contract number and the period for which the application is submitted.

C. For any applicable reimbursements, SUBRECIPIENT shall submit its application with the reimbursement request form shown in **Exhibit B**, which is

attached to this Agreement and incorporated by reference.

D. The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum, the documentation shall include the following:

1. A listing of all invoiced costs with vendors and payment dates;

2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment, such as cancelled checks or bank statements; and

3. Such other documentation as PHOENIX or FTA may require, including any reports mandated by **Exhibit C**, which is attached to this Agreement and incorporated by reference.

5. SUBRECIPIENT Performance.

A. SUBRECIPIENT shall complete the Project(s) for which the Grant's funds have been awarded in a proper and timely manner. SUBRECIPIENT is responsible for complying with all federal, state, and local requirements imposed under the Grant, including the requisites identified in **Exhibit D**, **Exhibit E, and Exhibit F**, which are attached to this Agreement and incorporated by reference.

B. SUBRECIPIENT must comply with all of the terms and conditions set forth in the "FTA Master Grant Agreement" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT must also comply with all conditions required for the Grant under the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances and incorporated into this Agreement by reference.

C. SUBRECIPIENT's failure to comply with all applicable requirements may result in the withholding of funds to SUBRECIPIENT under the Grant.

6. Insurance.

SUBRECIPIENT shall have adequate insurance to cover the Project(s) in the event of damage or complete loss.

7. 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's fees) (hereinafter 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 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.

8. Notice.

A. Any notice, consent, or other communication **("Notice")** required or permitted under this Agreement shall be in writing and either delivered in person, sent by email, deposited in the United States mail (postage prepaid, registered or certified mail, and return receipt requested), or deposited with any commercial air courier or express service addressed as follows:

If intended for SUBRECIPIENT:

Tremaine Coley, Transit Manager
City of Peoria, Neighborhood & Human Services Department
8401 W. Monroe Street
Peoria, Arizona 85345
Telephone: (623) 773-7993
Email: tremaine.coley@peoriaaz.gov

If intended for PHOENIX:

Jesús E Sapien, Public Transit Director
City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 495-0418
Email: jesus.sapien@phoenix.gov

with electronic copy to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

B. Notice shall be deemed received: (a) at the time it is personally served; (b) on the **day** it is sent by email; (c) on the **2nd business day** after its deposit with any commercial air courier or express service; or (d) on the **10th calendar day** after its deposit in the United States mail (postage prepaid, registered or

certified mail, and return receipt requested). Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either PARTY may change its mailing address, email address, or the person to receive Notice by providing the other PARTY with a Notice of that change.

C. Notice sent by email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is *not* intended to change the effective date of the original Notice sent by email.

9. Summary of Exhibits.

As noted above, the following exhibits are attached to this Agreement and incorporated by reference:

Exhibit A Federal Grant Pass-Thru Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Required Local Provisions

The PARTIES executed this Agreement on the day and year first above written.

CITY OF PHOENIX

Jeffrey Barton, City Manager

By_____
Jesús E. Sapien
Public Transit Director

ATTEST:

_____
City Clerk - PHOENIX

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

_____
Carolina Potts
Assistant Chief Counsel _____

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON MAY 25, 2022.

CITY OF PEORIA

By _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

_____
Attorney for CITY OF PEORIA

APPROVED BY _____ BY FORMAL ACTION

ON _____.

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Attorney for PHOENIX	Attorney for PEORIA

_____

EXHIBIT A

Federal Grant Pass-Thru Agreement Detail Summary

FAIN NUMBER: AZ-2024-011-00					
CFDA NUMBER: 20.526					
GRANT RECIPIENT: CITY OF PHOENIX					
GRANT SUBRECIPIENT'S NAME: CITY OF PEORIA					
GRANT SUBRECIPIENT'S ADDRESS: 8401 W. Monroe Avenue Peoria, Arizona 85345					
GRANT SUBRECIPIENT'S SAM.GOV I.D. NUMBER: ML1ZY81QDEW8					
TOTAL ELIGIBLE PROJECT COST for federal grant purposes (TEPC):					$211,448
• Federal Share of TEPC:					$179,730
• Local Share/Match of TEPC:					$31,718
PROJECT(S) DESCRIPTION:					
ALI Code:	**Project(s) Description:**	**R&D? (yes/no)**	**Local:**	**Federal:**	**Total:**
11.12.04	Purchase bus: < 30 ft - 2 replace (DAR)	No	$31,718	$179,730	$211,448

EXHIBIT B

Federal Grant Reimbursement Form

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department **("PTD")** to monitor SUBRECIPIENT expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUBRECIPIENT ORGANIZATION NAME AND ADDRESS	**GRANT AGREEMENT NUMBER**		**REQUEST NO.**
	REPORTING PERIOD (Dates)		
	FROM:		**TO**:

	TOTAL	**LOCAL MATCH**	**FTA SHARE**
TOTAL ELIGIBLE PROJECT COSTS	$ -	$ -	$ -
TOTAL PREVIOUS PAYMENTS	$ -	$ -	$ -
CURRENT REIMBURSEMENT REQUESTED	$ -	$ -	**$ -**
REMAINING FUNDING	$ -	$ -	$ -

REQUIRED SIGNATURES

This document must be signed by the SUBRECIPIENT's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and have met all matching requirements. In addition, we understand that any discovery of a violation of a federal law or regulation, or any failure to follow applicable Federal directives, may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for **three years** beyond the later of vehicle/asset disposal or final close-out of the Grant with FTA.

For PTD use only

Date request received:	Approved for funds availability (signature/date)	

EXHIBIT C

Required Reports

SUBRECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report, which shall be due 120 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE participation, utilization, annual goal setting, progress, and information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA-funded assets
Single Audit Report	Annually	Copy of federally required audit
Title VI Annual Report	Annually	Subrecipient to provide all Title VI complaints and related information annually
Lobbying Activities	As required pursuant to 31 U.S.C. 1352	Subrecipient to disclose any lobbying activities quarterly and submit Disclosure of Lobbying Activities LLL form pursuant to 31 U.S.C. 1352
Drug and Alcohol Reports	Annually	FTA drug and alcohol testing
Contract Change Orders Above **$100,000**	Quarterly	Subrecipient to provide list of any federally-funded contract change orders for any amount **$100,000** or greater
Claims/Settlements	Quarterly	Subrecipient to provide list of any federally-funded projects with Claims/Settlements pending or closed within the quarter

Vehicle Record Inventory Form	Reimbursements with vehicles	Provide a vehicle record inventory form for each vehicle purchased with FTA funds
Capital Asset Purchase Form	Reimbursements with capital asset	Provide a capital asset purchase form for each capital asset purchased with FTA funds
Staff Time Documentation	Reimbursements with staff time	All reimbursements for staff time must include verification of all hours billed, including copies of all applicable timecards or other time reporting documentation
5310 FTA Grants		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines**. All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT D

Required Federal Provisions

1. SUBRECIPIENT shall permit the authorized representatives of PHOENIX, the United Stated Department of Transportation **("USDOT")**, and the Controller General of the United States to inspect and audit all data, books, records, and reports relating to this Agreement and SUBRECIPIENT's performance hereunder. PHOENIX's audit shall be at SUBRECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of **three years** after the Grant has been formally closed, excluding assets, vehicles, or equipment. For assets, vehicles, or equipment that received federal funding in this Grant, all records must be kept for **three years** after the disposal date of the asset, which may extend well past the grant closure date. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.

2. Both PARTIES warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and, further, that no member or delegate to Congress or City Council, or any employee of PHOENIX or SUBRECIPIENT, has any interest, financial or otherwise, in this Agreement.

3. SUBRECIPIENT shall fully comply with the Disadvantaged Business Enterprise **("DBE")** regulations of USDOT, 49 CFR Part 26. SUBRECIPIENT shall abide by all stipulations, regulations, and procedures set forth in PHOENIX's FTA-approved DBE Program Plan. The Transit Civil Rights Officer of PHOENIX's Public Transit Department and representative(s) of PHOENIX's Equal Opportunity Department will meet annually with SUBRECIPIENT to cooperatively determine DBE participation for all FTA-assisted projects.

4. The PARTIES acknowledge that federal funds are being used for the work, services, and operations provided under this Agreement. In that regard, PHOENIX, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration **("FTA")** Master Grant Agreement. In order for SUBRECIPIENT to receive funding under this Agreement with PHOENIX, SUBRECIPIENT is required to similarly accept and comply with all such terms and conditions, and SUBRECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement and any subsequent revisions are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT is solely responsible for complying with all the terms and conditions of the Master Grant Agreement and any subsequent revisions.

5. In performing the services for which federal funding is provided under this Agreement, SUBRECIPIENT agrees to comply with all laws, rules, regulations, standards, orders, and directives applicable to: (a) this Agreement; (b) the services provided pursuant to this Agreement; and (c) PHOENIX, as the designated recipient of FTA funding. These laws, rules, regulations, standards, orders, and directives include federal, state, and local laws and those items set forth here in **Exhibit D** and below in **Exhibit E**.

6. SUBRECIPIENT shall fully comply with Equal Employment Opportunity **("EEO")** regulations of the USDOT Urban Mass Transportation Administration **("UMTA")** and FTA Circular 4704.1A. SUBRECIPIENT must implement all of the EEO Program elements and submit an EEO Program every four years *if* SUBRECIPIENT employs **100 or more** transit-related employees *and* requests or receives in the previous fiscal year: capital or operating assistance in excess of **$1 million**; or planning assistance in excess of **$250,000**. SUBRECIPIENT must prepare and maintain an abbreviated EEO Program *if* SUBRECIPIENT employs **50-99** transit related employees *and* requests or receives in the previous fiscal year: capital or operating assistance in excess of **$1 million**; or planning assistance in excess of **$250,000**.

7. Section 319 of Public Law 101-121 and 49 CFR Part 20 prohibit recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action. By signing this agreement, SUBRECIPIENT certifies that:

   A. SUBRECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUBRECIPIENT shall certify and disclose accordingly.

   B. No federally appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the: (i) award of any federal contract; (ii) grant of any federal loan; (iii) provision of any federal grant; (iv) entrance into any cooperative agreement; and (v) extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **$10,000** and not more than **$100,000** for each such failure.

8. SUBRECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 **("IRCA")** and agrees to comply with the IRCA in the performance of this Agreement.

9. If a current or prospective legal matter that may affect the Federal Government emerges, the SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. The SUBRECIPIENT must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

C. The SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9, if the SUBRECIPIENT has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the SUBRECIPIENT. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the SUBRECIPIENT. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the SUBRECIPIENT.

10. PHOENIX and SUBRECIPIENT are prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is:

A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

EXHIBIT E

Partial List of Applicable Laws

A. Federal Codes. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-7 **("Title VI")** and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" **("Nondiscrimination Regulations")** and other pertinent directives, including but not limited to:

- Department of Justice's Title VI Regulations (28 C.F.R. § 42.101 et seq.);
- Department of Justice's Title VI Coordination Regulations (28 C.F.R. § 42.401 et seq.);
- Department of Justice's Guidelines for the Enforcement of Title VI (28 C.F.R. § 50.3);
- Rulemaking actions to incorporate the Civil Rights Restoration Act's definitions of "program or activity" and "program" into regulations implementing Title VI, Section 504, and the Age Discrimination Act;
- Twenty-two agencies' Notice of Proposed Rulemaking, published December 6, 2000 (65 FR 76460);
- Twenty-two agencies' Final Rule, published August 26, 2003 (68 FR 51332);
- Department of Education's Notice of Proposed Rulemaking (also includes amendments to Title IX regulations), published May 5, 2000 (65 FR 26464);
- Department of Education's Final Rule (also includes amendments to Title IX regulations), published November 13, 2000 (65 FR 68049); and
- Department of Health and Human Services' Notice of Proposed Rulemaking (also includes amendments to Title IX regulations), published October 26, 2000 (65 FR 64194)

SUBRECIPIENT shall comply with these requirements so that no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration. SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Nondiscrimination Regulations. More specifically and without limiting the above general assurance, SUBRECIPIENT hereby gives the following specific assurances with respect to the Project(s):

1. SUBRECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Nondiscrimination Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form, in all proposals for negotiated agreements:

> CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation," issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

2. If SUBRECIPIENT carries out a program of training under Section 5312of Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to make selection of the trainee or fellow without regard to race, color, sex, or national origin.

3. Where SUBRECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex, or national origin.

4. Where SUBRECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, sex, or national origin.

5. This assurance obligates SUBRECIPIENT for the period during which federal financial assistance is extended to the Project(s).

6. SUBRECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, subcontractors, transferees, successors-in-interest and other participants under such program will comply with all requirements imposed pursuant to 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.

7. SUBRECIPIENT agrees that PHOENIX has a right to seek judicial enforcement regarding any matter arising under 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUBRECIPIENT, for itself, its assignees and successors-in-interest agrees as follows:

1. SUBRECIPIENT shall comply with the Nondiscrimination Regulations, as they may be amended from time to time, which are incorporated by reference and made a part of this Agreement.

2. With regard to the work performed by it during the Agreement, SUBRECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUBRECIPIENT for work to be performed under a subcontract—including procurement of materials or leases of equipment—each potential subcontractor or supplier shall be notified by SUBRECIPIENT of the subcontractor's obligations under this Agreement and the Nondiscrimination Regulations.

4. SUBRECIPIENT shall provide all information and reports required by the Nondiscrimination Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHOENIX or FTA to be pertinent to ascertain compliance with such Nondiscrimination Regulations, orders, and instructions. Where any information required of SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUBRECIPIENT shall so certify to PHOENIX or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. If SUBRECIPIENT's fails to comply with the nondiscrimination provisions of this Agreement, then PHOENIX shall impose such contract sanctions as it or FTA may determine to be appropriate, including: (a) withholding of payments to SUBRECIPIENT under the grant award until SUBRECIPIENT complies; and (b) cancellation, termination, or suspension of this Agreement, in whole or in part.

6. SUBRECIPIENT shall include the FTA provisions included above in paragraphs 1 through 5 of **Exhibit E,** section B, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Regulations or governing directives issued. SUBRECIPIENT shall take such action with respect to any subcontract or procurement as PHOENIX or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. If SUBRECIPIENT becomes involved in, or is threatened by litigation with a subcontractor or supplier as a result of such direction, then SUBRECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUBRECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUBRECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUBRECIPIENT. SUBRECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX, and shall maintain a Title VI complaint log of closed investigations for **three years**. SUBRECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.

8. SUBRECIPIENT avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in Section 5333(b) of Title 49 U.S. Code, as amended (formerly Section 13(c) of the Federal Transit Act of 1964, 49 U.S.C. 1609). SUBRECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees.

9. SUBRECIPIENT shall comply with the following statutes and regulations, as applicable:

   - 18 U.S.C. 1001
   - Section 5301 of 49 U.S.C. chapter 53
   - Section 5309(i) of 49 U.S.C. chapter 53

- Section 5310 of 49 U.S.C. chapter 53, which provides—among other thing—for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities
- Section 5323(d) and (f) of 49 U.S.C. chapter 53
- Section 5326 of 49 U.S.C. chapter 53
- Section 5329 of 49 U.S.C. chapter 53
- Section 5332 of 49 U.S.C. chapter 53, which prohibits—among other things—discrimination on the basis of race, color, creed, national origin, sex, or age
- Section 5333 of 49 U.S.C. chapter 53, which requires compliance with applicable labor requirements
- Section 5337 of 49 U.S.C. chapter 53
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits—among other things—discrimination on the basis of race, color or national origin by recipients of federal financial assistance
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, which prohibits—among other things—discrimination in employment
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, which prohibits—among other things—discrimination on the basis of disability
- 49 CFR Part 600 et seq. regulations promulgated by FTA
- 49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, minority business enterprise (DBE/women's business enterprise), relocation and land acquisition, and nondiscrimination based on disability, respectively
- 46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements
- 36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation
- 31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit
- 40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements
- 29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections
- The Build America, Buy America **("BABA")** and Buy America requirements of Pub. L. 117-58, div. G, tit. IX, Sections 70911-70927, 49 U.S.C. 5323(j), and 49 CFR Part 661 pertaining to the purchase of iron, steel, manufactured goods, and rolling stock

EXHIBIT F

Required Local Provisions

1. Assignability; Successors and Assigns. This Agreement and any rights or obligations hereunder shall not be transferred or assigned, in whole or in part, by SUBRECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.

2. Employment and Organization Disclaimer. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the PARTIES, and the rights and the obligations of the PARTIES shall be only those expressly set forth herein. Neither PARTY (nor any employee of either PARTY) is the agent of the other PARTY or otherwise authorized to act on behalf of the other PARTY for any purpose.

3. Entire Agreement; Modification (No Oral Modification). This Agreement and any Exhibits, Attachments, or Schedules attached hereto constitute the full and complete understanding and agreement of the PARTIES. This Agreement supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement. This Agreement and its terms may not be modified or changed except in writing signed by both PARTIES.

4. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof. This Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

5. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the PARTIES arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

6. Inspection and Audit. The provisions of A.R.S. Section 35-214 shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.

7. Compliance with Laws and Permits. SUBRECIPIENT shall comply with all applicable laws, ordinances, regulations, and codes of federal, state and local governments. Further, SUBRECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement.

8. Non-waiver. If PHOENIX fails or delays in exercising or enforcing any right, power, privilege, or remedy under this Agreement, such failure or delay shall not be deemed a waiver, release, or modification of the requirements—or any other terms or provisions—of this Agreement.

9. Contract Cancellation. The PARTIES acknowledge that this Agreement is subject to cancellation by PHOENIX, or cancellation by SUBRECIPIENT if it is a government entity, pursuant to the provisions of A.R.S. Section 38-511.

10. Legal Worker Requirements. PHOENIX is prohibited by A.R.S. Section 41-4401 from awarding a contract (agreement) to any SUBECIPIENT who fails, or whose contractors fail, to comply with A.R.S. Section 23-214(A). Therefore, SUBRECIPIENT agrees that:

    A. SUBRECIPIENT and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A).

    B. A breach of warranty under paragraph A will be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

    C. PHOENIX retains the legal right to inspect the papers of SUBRECIPIENT or any contractor employee who works on the Agreement to ensure that the SUBRECIPIENT or any contractor is complying with the warranty under paragraph A.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 15C.

Date Prepared: 10/30/2024

Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Chris Hallett, Neighborhood and Human Services Director

SUBJECT: Intergovernmental Agreement Amendment, Regional Public Transportation Authority, Transit Services Agreement

Purpose:

Discussion and possible action to approve an Intergovernmental Agreement Amendment #151-75-2025 with the Regional Public Transportation Authority, also known as Valley Metro.

Summary:

The City of Peoria Transit Division, in partnership with Valley Metro, provides Express, Fixed Route, Paratransit / Americans with Disabilities Act (ADA), and Dial-A-Ride transit services. Continuing to partner with Valley Metro in providing these services require the city to enter a contract/Intergovernmental Agreement (IGA). If approved, this request will amend the current Valley Metro IGA to show the amount of regional funds to be used for transit service in Peoria. It outlines reimbursement of allowable costs by Regional Public Transportation Authority (RPTA) to Peoria for transporting ADA certified riders, as well as delineating the amount that Peoria will pay to RPTA to provide Paratransit services.

This amendment modifies Schedule “A”, Schedule “B”, Schedule “C” and Schedule “E” to the agreement last entered on July 1, 2023. These schedules are updated annually.

Pending Council approval, the modifications will result in the following service provisions for Schedules A, B and C:

Schedule A	Gross Cost	Revenue from Fares	Fed $ for Preventive Maintenance	Net Cost
Express	$508,729	($8,047)	($25,076)	$475,606
Fixed Routes (67th Ave, Peoria Ave, 83rd Ave, Thunderbird Road)	$3,717,435	($204,061)	-	$3,513,374

Schedule B	Gross Cost	Fed $ for Preventive Maintenance	Revenue from Fares	Net Cost
POGO (Discontinued)	$0	-	-	$0

Schedule C	Estimated Trips	Gross Cost	Fares	Net cost
Paratransit	15,726	$1,049,562	($52,920)	$996,642

Schedule “E” for the period of July 1, 2024, to June 30, 2025 identifies the maximum amount of Public Transportation Funds (PTF) (a.k.a. Prop 400 funds) available for the City of Peoria to reimburse city expenses. The FY25 amount will be $289,518; covering actual costs for ADA trips and other requests for paratransit service made by ADA certified riders in Peoria. Last year, the Schedule “E” amount was $281,085.

Previous Actions/Background:

The last agreement between RPTA and the City of Peoria was approved by the City Council on June 27, 2023, for FY24 transit services.

Staff Recommendation:

Staff recommend acceptance of the IGA Amendment with the Regional Public Transportation Authority (RPTA) for transit services. The costs for these services were previously approved during the budget adoption process for FY25.

Fiscal Analysis:

Funding for this request is reflected in the Transit Fiscal Year 2025 budget and identified in 7150-7200-520099.

ATTACHMENTS:

IGA Amendment RPTA 151-75-2025

Contact Name and Number:
Chris Hallett, (623) 773-7955

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF PEORIA
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 151-75-2025-15-00

THIS AMENDMENT dated this 1st day of July, 2024, amends the following items of the Transit Services Agreement Contract # 151-75-2024 entered into between the City of Peoria and the Regional Public Transportation Authority, dated the 1st day of July 2013 as amended July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, July 20, 2017, July 1, 2018, July 11, 2018, August 28, 2018, February 28, 2019, July 1, 2019, July 1, 2020, July 1, 2021, July 1, 2022, and July 1, 2023 (collectively, the "Agreement").

The following Schedules replace those Schedules of the agreement entered into July 1, 2023.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2023.

The attached Schedule B replaces and supersedes Schedule B entered into July 1, 2023.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2023.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2023.

All other terms of the Parties Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____

Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Michael Wawro, Chief Legal Officer

City of Peoria

By: _____

Jason Beck, Mayor

By: _____

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

By: _____

Emily Jurmu, City Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **$3,988,980** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Peoria. The calculation to derive this figure is daily revenue miles of service times the number of service days times the cost per revenue mile of service.

FY25 Fixed Route Bus Estimate
RPTA Operated Service
PTF Funded

Funding	PTF
HASTUS	Peoria

Level	Route	Annual Miles	Gross Costs	Fares	PM	Net Costs
W	575	20,353	452,238	(7,153)	(22,292)	422,793
W	GAL	2,542	56,491	(894)	(2,785)	52,813
Grand Total		**22,895**	**508,729**	**(8,047)**	**(25,076)**	**475,606**

FY25 Fixed Route Bus Estimate
Phoenix Operated in the City of Peoria
PTF Funded

Funding	PTF
HASTUS	Peoria

Level	Route*	Annual Miles	Gross Costs	Fares	Net Cost
W	67*	24,313	$251,494	($11,828)	$239,666
S	67*	2,324	24,040	(1,102)	$22,938
H	67*	2,592	26,814	(1,011)	$25,802
W	83*	108,830	1,125,750	(39,824)	$1,085,926
S	83*	10,779	111,503	(4,843)	$106,660
H	83*	12,023	124,369	(4,837)	$119,531
W	106*	66,175	698,720	(53,598)	$645,122
S	106*	6,365	67,202	(5,657)	$61,545
H	106*	6,626	69,959	(5,923)	$64,036
W	138*	89,797	948,132	(40,811)	$907,321
S	138*	8,323	87,884	(17,617)	$70,267
H	138*	9,284	98,024	(15,684)	$82,340
W	170*	6,647	70,188	(1,050)	$69,138
S	170*	598	6,315	(111)	$6,204
H	170*	667	7,043	(166)	$6,877
Grand Total		**355,344**	**$3,717,435**	**($204,061)**	**$3,513,374**

* Service operated by Phoenix; mileage, costs, fares, federal revenues are all Phoenix data/funds

SCHEDULE "B" – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period from July 1, 2024 through June 30, 2025, Valley Metro estimates the City of Peoria will pay the Regional Public Transportation Authority a total of **$0** for the provision of fixed route bus service. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment/refund may be adjusted based on the extent to which the actual cost of service is higher or lower than the budgeted amount for service. The final invoice will be due and payable within thirty (30) calendar days of the receipt of that invoice from RPTA.

FY25 Fixed Route Bus Estimate

RPTA Operated in the City of Peoria
Peoria Funded

None

SCHEDULE C – PARATRANSIT SERVICE AND FINANCIAL INFORMATION

For the period from July 1, 2024 through June 30, 2025, the City of Peoria will pay RPTA a total of **$996,642.00** for the provision of paratransit services which includes both the regional ADA mandated paratransit service and the local non-ADA overflow service (these trips are referred by the City of Peoria). This payment will be broken into twelve (12) equal monthly installments of **$83,053.50** which shall be due and payable within thirty calendar days of the receipt of an invoice from RPTA. The final monthly billing will occur in conjunction with the annual reconciliation process. This final monthly invoice and payment may be adjusted up or down based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

Within 60 days of the close of the fiscal year, RPTA will conduct a final reconciliation of the paratransit program to determine the actual number of paratransit trips.

FY25 Paratransit Service
Funded by City of Peoria

	Paratransit
Trips:	
Paratransit Trips	15,726
Total Trips	15,726
Cost:	
Contractor Transportation Cost	$900,858
RPTA Salaries, Fringes & OHD	$148,704
Total Gross Program Cost	$1,049,562
Total Fare Revenue	($52,920)
Total Net Program Cost Before PTF	$996,642
PTF Balance Available	$289,518
PTF Applied	$0
Member City Contributions:	
Paratransit Service	$996,642
Total Member City Contribution	**$996,642**

ADA certified individuals, Other individuals as directed by the City of Peoria as an overflow to their demand response services.

SCHEDULE "E" – ADA MANDATED PARATRANSIT SERVICE AMERICANS WITH DISABILITIES ACT (ADA) – PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2024 to June 30, 2025 the maximum amount of Public Transportation Funds (PTF) available for the City of Peoria is **$289,518.00.** The PTF will credit actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses and certified by the City's chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount	**FY 2024-25**	**$289,518.00**

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16C.

Date Prepared: 11/4/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Jeffrey Curran, Development and Engineering Director

SUBJECT: Commercial Ground Lease, Beardsley Storage LLC, 111th Avenue Right of Way

Purpose:

Discussion and possible action to approve a Commercial Ground Lease for RV and Boat Storage at the 111th Ave Alignment ("Lease"); and authorize the Mayor, City Attorney and City Clerk to sign and record the Memorandum of Lease Agreement with the Maricopa County Recorder's Office.

Summary:

The owner of the parcel just north of Beardsley Road and situated between 112th and 111th Avenues (parcel 200-13-002J) is currently processing an application with the Development & Engineering Department to develop an RV and Boat Storage facility.

Given the unusually long and narrow geometry of the parcel, the facility developer, Beardsley Storage, LLC, has requested to use a portion of the 111th Avenue right-of-way (ROW) for landscaping that would have otherwise been required within the parcel itself and to accommodate access driveways to the property from the 111th Avenue ROW. Although 111th Avenue currently contains some existing underground utilities, it is not currently used nor anticipated to be used for vehicular traffic.

The purpose of the Lease is to document the terms and requirements to allow for (1) a portion of the developer's landscaping in the 111th Avenue right-of-way; and (2) construction of a main entrance at Beardsley Road; and (3) construction of an emergency access at Rose Garden Lane; and (3) construction of a wrought iron fence within the 111th Ave right-of-way.
The critical Lease terms are as follows:

1. The Lease will have a twenty-five (25) year Term with two options to automatically extend the Term for an additional twenty-five (25) years each.
2. The Lease will automatically terminate when the Base Parcel is no longer used for RV and/or boat storage or upon any change in the approved PAD.

3. The Lessee will pay Basic Rent in the amount of $15,000.00 over the term of the Lease with 1/75th of the Basic Rent due within ten (10) days of the Commencement Date of the Lease.
4. Lessee is responsible construction and maintenance of the landscaping, access driveways and fence.
5. Lessee shall maintain insurance and a Waiver of Subrogation during the term of the Lease.
6. A Memorandum of Lease Agreement will be executed by the parties and recorded with the Maricopa County Recorder's Office.

Previous Actions/Background:

Per Zoning case Z19-08, Ordinance 2020-13 was approved by City Council on October 20, 2020, approving the rezoning of this parcel from Suburban Ranch (SR-43) to the Arrowhead RV and Boat Storage Planned Area Development Zoning District.

Subsequently, a Site Plan for the proposed development (SP21-08) was processed through the Planning Department and approved on October 26, 2021.

Options:

A. Approve the Lease to allow this parcel to be developed by allowing the construction of landscaping, access driveways and wrought iron fence within the 111th Avenue right-of-way.

B. Do not approve the Lease, whereby construction permits would not be issued so that the developer could not construct improvements as planned which would delay the project and make the current layout infeasible.

Staff Recommendation:

Staff recommends approval of the Lease and subsequent execution and recordation of the Memorandum of Lease Agreement.

Fiscal Analysis:

The lease payments will result in $15,000 in lease revenue to the City over the Term of the Lease.

ATTACHMENTS:

Commercial Ground Lease for RV and Boat Storage

Contact Name and Number:

Jeffrey Curran, P.E., Development and Engineering Director, 623-773-7249

City Contract No. _____

COMMERCIAL GROUND LEASE FOR RV & BOAT STORAGE
at the 111th Ave Alignment in Peoria, Arizona

THIS COMMERCIAL GROUND LEASE ("**Lease**") is entered into as of _____ _____, 2024 ("**Effective Date**") by and between **City of Peoria**, an Arizona municipal corporation ("**Lessor**"), and **Beardsley Storage, LLC**, an Arizona limited liability company, or its permitted assigns ("**Lessee**"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property located between Beardsley Road to the south and Rose Garden Lane to the north, and within the 111th Avenue alignment, in **Peoria, Maricopa County, Arizona**, comprising approximately ±31,089 square feet of unimproved land, more fully described in **Exhibit A** attached hereto and incorporated by reference (the "**Leased Premises**").

RECITALS

A. Whereas, Beardsley Storage, LLC is in the process of rezoning the Base Parcel (defined below) from suburban ranch to a single-use planned area development (zoning case Z19-08) to construct and operate a recreational vehicle and boat storage facility.

B. Whereas, the RV and boat storage facility, with enclosed, covered and uncovered parking spaces, would serve as a buffer between an existing residential community and more intense industrial uses, is consistent with the land use designation, supports the goals and policies of the Peoria General Plan.

C. Whereas, to the east of the Base Parcel is the 111th Ave right of way (ROW) containing existing underground utilities and utility easements, as well as acting as a location for future underground utilities.

D. Whereas, the zoning case requires minimum landscaping, and because of the long and narrow nature of the Base Parcel and, there was a request to utilize a portion of the 111th Ave ROW for landscaping purposes that would have been otherwise required in the Base Parcel.

E. Whereas, the only allowed use of the Base Parcel is for an RV and boat storage facility, together with incidental ancillary uses, and the 111th Ave ROW will continue to be used for utilities, but not for vehicular traffic, the City of Peoria agreed to consider use of a portion of 111th Ave for landscaping purposes.

F. Whereas, the City of Peoria and Beardsley Storage, LLC are entering into this lease agreement for the limited purposes of accommodating the landscaping in the 111th ROW, among other things.

NOW, THEREFORE, with the foregoing Recitals incorporated and made part of this Lease, and in consideration of the terms set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term; Commencement; Rent; Base Parcel.

(a) Term; Automatic Renewal.

(i) The initial term of this Lease shall be for twenty-five (25) years, with two (2) options to automatically extend the Lease an additional twenty-five (25) years each (collectively "**Lease Term**"). The Lease Term shall begin on the Commencement Date. **EACH AUTOMATIC EXTENSION SHALL BE INITIATED WITH, AND ONLY UPON LESSOR'S RECEIPT OF A SIGNED AND NOTARIZED ESTOPPEL CERTIFICATE FROM THE LESSEE NO LESS THAN SIX (6) MONTHS PRIOR TO THE RENEWAL DATE.** The Estoppel Certificate shall clarify and confirm the status of the Lease and shall state, at a minimum: (1) The Lease is currently in full force and effect and has not been modified or otherwise amended, unless amended by the Parties pursuant to the Lease; (2) Lessee is in full compliance with all the terms and conditions of the Lease, and is current with all duties and obligations at the time of renewal; (3) There is no existing default or unfulfilled obligations on the part of the Lessee under the Lease; (4) no event has occurred or condition exists which now, or with the passing of time, would constitute a default by the Lessee; (5) the person executing the Estoppel Certificate is duly authorized to execute and deliver it on behalf of the Lessee, and thereby bind the Lessee; and (6) Lessee acknowledges and agrees that submittal of this Estoppel Certificate is a material part of the Lease upon which the Lessor may rely.

(ii) Lessee agrees that upon receipt of Estoppel Certificate, Lessor may inspect the Leased Premises for compliance with the Lease and the Estoppel Certificate. If Lessor does not inspect nor respond to the Estoppel Certificate 30 days or more prior to the renewal date, the Lease shall be deemed renewed. If Lessor determines that the Leased Premises is noncompliant with the Lease or the Estoppel Certificate, Lessor shall notify Lessee, in writing, not less than thirty (30) days following receipt of a renewal notice from Lessee specifying the matters of noncompliance. If Lessee remedies and cures noncompliance prior to renewal date, the Lease shall automatically renew; provided, however, if the type of non-compliance noticed by Lessor as provided above is incapable of cure within the foregoing thirty (30) day time period by the exercise of commercially reasonable efforts, the extension of the Lease Term shall nevertheless be effective, however Lessee must continue to cure such matter to completion or shall be subject to being in default under this Lease.

(iii) Lessee acknowledges and agrees that submittal of the Estoppel Certificate is a material requirement of the Lease and failure to timely submit the Estoppel Certificate is a material condition to the renewal of the Lease Term, and shall not initiate automatic renewal of the Lease. If the Estoppel Certificate is not timely submitted, or if the Estoppel Certificate does not contain the minimum requirements stated in the prior paragraph, renewal of the Lease shall not be automatic and shall be only upon mutual, written agreement of the parties.

(iv) This Lease shall terminate automatically when the Base Parcel is no longer used for RV and/or boat storage or upon any change in the approved PAD referenced herein.

Future modifications to the PAD approved by Lessor which are consistent with the Lessee's use referenced in this Lease shall not cause a Lease termination. The failure to use the Leased Premises for RV and/or boat storage due to events of force majeure, casualty and rebuilding, remodeling and reconstruction, or sale or re-leasing/subletting shall not trigger a termination hereunder.

(v) The parties agree that to avoid a forfeiture of the Lessee's interest in the leasehold created by this Lease, no failure of the automatic right of extension of the Lease term or termination of this Lease pursuant to this Section 1(a) shall occur, unless and until Lessor gives a written notice of termination to Lessee and Lessee fails to deliver a notarized estoppel certificate (dated as of the acknowledgment date even if subsequent to the date set forth above) or reinstates the permitted use of the Leased Premises within 10 days of its receipt of such written notice from Lessor.

(b) Commencement Date. The "**Commencement Date**" shall be the Effective Date of this Lease.

(c) Rent. The parties agree that the Basic Rent due under this Lease for the Lease Term shall be $15,000.00. Lessee shall pay 1/75th of the Basic Rent within ten (10) days of the Commencement Date and a similar sum in advance within ten (10) days of each anniversary date of the Commencement Date for the entire Lease Term. Lessee may prepay the foregoing Basic Rent amount in advance. Lessee shall pay all additional rent due under this Lease within thirty (30) days after incurring the same, but always before delinquency. Any Basic Rent or additional rent paid directly to Lessee under this Lease shall be paid to Lessor's address set forth below, or at such other place as Lessor may designate in writing, on the first of each month without demand, notice or offset.

The Basic Rent and additional rent shall be paid in lawful money of the United States of America to the "City of Peoria, Arizona" payable at 8401 W. Monroe, Peoria, Arizona 85345 and should be delivered to the attention of the City of Peoria Financial Services Director, or to such other place or person as Lessor may from time to time designate in writing.

(d) No Setoff. Except as expressly provided herein, Rent and additional rent and all other sums payable by Lessee hereunder shall be paid by Lessee without notice, demand, counterclaim, setoff, recoupment, deduction or defense of any kind or nature and without abatement, suspension, deferment, diminution or reduction.

(e) Base Parcel. The Leased Premises is appurtenant to a tract of land containing approximately 15.61 acres lying immediately west of the Leased Parcel for its entire length and bounded by Beardsley Road, 112th Avenue and Rose Garden Lane, Peoria, Arizona (the "**Base Parcel**"). The Base Parcel is depicted on the Site Plan attached hereto as **Exhibit B-1**. The Base Parcel is rezoned under a planned area development (PAD), case Z19-08, to construct and operate a recreational vehicle and boat storage facility, with enclosed, covered and uncovered parking spaces. In addition, a main entrance at Beardsley Road on the south and restricted emergency access at Rose Garden Lane on the north will be constructed. The entrance off of Beardsley Road will contain a portion of the 111th Ave ROW, and the emergency entrance at Rose Garden Lane will be gated and equipped with emergency access apparatus. A majority of the landscaping will be within the Base Parcel, but a portion of the landscaping, along with a wrought iron fence for security, will be within the 111th Ave ROW.

(f) Access. At the end of the Lease Term occurring for any reason, the then-owner of the Base Parcel shall be entitled to direct access from the Base Parcel to each abutting right-of-way of the Lessor (presently Beardsley Road and Rose Garden Lane). This provision shall survive the extinguishment or termination of the Lease Term.

2. Leased Premises. Generally depicted in Exhibit B, and more fully described in Exhibit A, the Leased Premises shall be used for the limited purpose established in this Lease and shall contain landscaping and landscape irrigation appurtenances, a wrought iron gate for security purposes, right of way and entrance improvements at Beardsley Road on the south, and an emergency gate and appurtenances at Rose Garden Lane on the north.

3. Leased AS-IS. Lessee accepts the Leased Premises in its present "AS-IS" physical condition and Lessee acknowledges and agrees that Lessor shall have no obligation to perform any work on the Leased Premises.

4. Lessee Work. Lessee shall be permitted to develop, construct, and maintain, at Lessee's expense, certain improvements installed in several phases in accordance with zoning case Z19-08 and relevant development requirements for the Base Parcel, submitted to and approved by Lessor through its Planning Department ("**Lessee's Work**"). Included in Lessee's Work is a fence within the boundaries of the Leased Premises so long as Lessee is in compliance with City zoning and building regulations. Once commenced the Lessee's Work shall be completed without interruption and Lessee shall continue said work until a certificate of occupancy (or equivalent) issued for Lessee's Work (which may be issued in connection with improvements to the Base Parcel), subject to events of force majeure. All work, services or materials required for Lessee to construct its improvements and use the Leased Premises shall be performed by Lessee or its agents or contractors at Lessee's sole expense, lien free, and in a workmanlike manner in accordance with all applicable laws, rules, regulations and codes, including any building requirements established by the City. Lessee is not Lessor's agent for the purposes of Lessee's Work.

(a) Two Entrances. Lessee's improvements shall be limited to the landscaped areas (which may be fenced) and no vehicle storage or other commercial improvements may be located in the Leased Premises. Notwithstanding the foregoing, Lessee may construct a north entrance and a south entrance (the "**Entrances**") to provide access to the Base Parcel to and from Beardsley Road and Rose Garden Lane, including emergency vehicle access. While directional signage may be located within the two (2) Entrances, no freestanding monument or similar sign is permitted on the Leased Premises without the Lessor's prior written consent. Lessee intends to always maintain open circulation within the Entrances on the Lease Premises for the benefit of the Base Parcel. No barriers shall be created between the Leased Premises and the Base Parcel within the Entrances, but Lessee may install control gates at the Entrances for security purposes.

5. Permitted Use. Lessee shall use the Leased Premises for landscaping and entrances as approved by the City and for no other purpose (the "**Permitted Use**"). Parking is prohibited on the Leased Premises. Any other change in Lessee's use requires Lessor's prior written consent. Lessee shall not use or permit the Leased Premises to be used in violation of this Lease, the laws, ordinances, regulations and requirements of the United States of America, the State of Arizona, the County of Maricopa, the City of Peoria or any subdivision or department thereof or any other authority or agency having jurisdiction over the Leased Premises

6. **Hazardous Materials.** Lessee warrants and agrees that during the Term, it will not manufacture, store, use or dispose of any hazardous materials on or about the Leased Premises. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor harmless for, from and against any loss, damage, release, remediation, mitigation, obligation, penalty, liability, litigation, demand, defense, judgment, suit, proceeding, cost, disbursement, and expense (including, but not limited to, the costs of reasonable investigation, remediation, removal, and legal fees and expenses) arising out of or related to Lessee's introduction of hazardous substances on the Leased Premises or arising out of or related to Lessee's breach of its obligations in this section.

7. **Net Lease.** As long as the City of Peoria shall remain the Lessor, it is the intention of the parties hereto that this Lease shall be a net lease and that Lessor shall receive the rents herein reserved and all sums which shall or may become payable hereunder by Lessee free from all taxes, charges, expenses, damages and deductions of every kind or sort whatsoever and that Lessee shall and will and hereby expressly agrees to pay all such sums which, except for the execution and delivery of this Lease, would have been chargeable against the Leased Premises and payable by Lessor. Lessee, however, shall not be under any obligation to pay any principal or interest on any mortgage or mortgages which may be placed by Lessor on the real property included within the Leased Premises, nor shall Lessee be under any obligation to pay any income taxes which may become payable by Lessor by reason of the income derived hereunder. Nothing provided in this Section shall be inconsistent with Lessee's obligations for Governmental Charges and any increase in taxes from those that would be owed as long as the City of Peoria remains the Lessor to those which would otherwise be owed if the City of Peoria transfers ownership of the real property included within the Leased Premises.

8. **Surrender of the Leased Premises, Removal of Lessee Property.** At the expiration of the Term, Lessee shall surrender the Leased Premises in the same state and condition as the Leased Premises were in at the Commencement Date, reasonable use and wear thereof and damages by the elements excepted. In addition, landscaping and groundcover shall remain but all fencing shall be removed if required by Lessor.

9. **Insurance; Waiver of Subrogation.** Lessee shall maintain during the Term insurance as required by Schedule 2 to this Lease. Notwithstanding anything to the contrary contained herein, Lessor and Lessee each waives any and all rights to recover against the other or against any occupant of the Leased Premises, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors of such other party or of such other occupant of the Leased Premises, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this section or any other property insurance actually carried by such party. Lessor and Lessee, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Leased Premises.

10. **Governmental Charges.**

(a) Throughout the Term, Lessee agrees to pay prior to delinquency as additional rent any property taxes and assessments, sales tax, permits and fees imposed by any governmental authority in connection with the Lessee Improvements or Leased Premises, further including any transaction privilege tax/rental/sales tax on the amounts Lessor receives from Lessee

or which Lessee pays directly for the benefit of Lessee. Such amounts shall be paid directly to the taxing authority or governmental entity having jurisdiction, and written evidence of the same shall be timely delivered by Lessee to Lessor on request. To the extent such costs and expenses (or any part thereof) cannot be charged directly to, and paid directly by, Lessee, such costs and expenses may be paid by Lessor and shall be reimbursed by Lessee as additional rent. In the event Lessor fails to submit a bill to Lessee within twenty-four (24) months after the date Lessor pays such expenses, Lessee shall not be obligated to reimburse Lessor with respect to such bill. Taxes will be prorated for any partial Lease Year. Notwithstanding the foregoing, Lessor is responsible for payment of all inheritance, estate, successor, transfer, gift, and income taxes imposed on Lessor or otherwise relating to the Leased Premises.

Lessee shall have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax or assessment. Lessor shall, if it determines it is reasonable to do so, and if so requested by Lessee, assist with any proceeding for contest or review of such taxes or assessments, but the entire cost of any such proceedings (including all costs, expenses and attorneys' fees reasonably sustained by Lessor in connection therewith) shall be borne by Lessee. In the event Lessor receives any refund of such taxes or assessments, and such taxes or assessments are related or applicable to the Leased Premises, Lessor shall credit such refund to Lessee against the next succeeding payments of taxes due from Lessee.

(b) Notwithstanding the foregoing, or any other provision to the contrary in this Lease, Lessee's obligation to pay real estate taxes on the Leased Premises, and any improvements located thereon, shall be limited to the real estate taxes owed as long as the City of Peoria remains the owner of the Leased Premises. Should the Leased be sold by the City of Peoria, and such sale result in an increase in real property taxes, such increase in real estate taxes shall be paid in a manner agreed to by the Lessee and successor Lessor.

11. Maintenance.

(a) Lessee covenants and agrees, at its sole cost and expense, at all times from and after the Delivery Date and throughout the Term of this Lease to maintain, repair, replace, and keep the Leased Premises, the Lessee improvements thereon and the other improvements in good condition and order, pursuant to the zoning case Z19-08, Peoria City Code, and commensurate with like businesses in the City, and in a state of good repair, excepting normal wear and tear. Such obligations include, without limitation, responsibility for replacing any dead landscaping with like-kind plant or tree replacements, removing weeds, and maintaining overgrowth.

(b) Lessor shall have no maintenance, replacement or repair obligations with respect to the Leased Premises, the Lessee improvements thereon, or any other improvements.

12. Casualty, Condemnation, or Taking. If the whole or any material part of the Leased Premises shall be destroyed by casualty or taken by casualty, condemnation or eminent domain, that materially impairs, in Lessee's sole discretion, Lessee's conduct of business operations at the Leased Premises or the Base Parcel, then Lessee may terminate this Lease (without further liability on the part of Lessee) by giving written notice to Lessor within ninety (90) days of Lessee receiving notice of or the occurrence of casualty or condemnation/eminent domain.; Upon such termination, Lessee shall surrender and vacate the Leased Premises within sixty (60) days of date of termination notice and Lessee shall at its cost shall return the entire

remaining Leased Premises to only landscaped area by removing all fencing, damaged or dead landscaping. In the event the entire Leased Premises is condemned, this Lease shall terminate on any order of entry for the condemning authority. In the event Lessee elects to terminate this Lease, Lessee shall be relieved of its obligations to pay rent and after the termination date, and Lessee shall surrender the Leased Premises to Lessor as of such date Such release and surrender shall in no way prejudice or interfere with Lessee's right to an award for its loss. Such release and surrender shall in no way relieve Lessee of its operation, repair, and maintenance obligations at the Two Entrance.

13. Force Majeure. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition, other than monetary obligations including the obligation to pay rent or additional rent, under this Lease by any non-financial event beyond its reasonable control, such as a strike, lockout, labor dispute, act of God (excluding normal weather conditions), newly enacted restriction by a higher governmental entity, regulation or control, enemy or hostile governmental action, failure of power or utilities, riot, vandalism, explosion, war, natural or local emergency, civil commotion, insurrection, sabotage, flood, fire or other casualty, disease, outbreak, epidemic, pandemic, or any other condition beyond the reasonable control of the responsible party and that prevents the performance of the non-monetary obligations of such party for a period equal to any such prevention, delay or stoppage, such party shall be excused of such obligation, but shall not excuse the monetary obligations, once accrued, imposed with regard to Basic Rent, additional rent or other charges to be paid by Lessee pursuant to this Lease. Any party asserting an event of force majeure shall deliver to the other party a written notice of force majeure within thirty (30) calendar days of the first occurrence of force majeure or such party shall be deemed to have unconditionally waived and released any ability to assert a force majeure event in any manner.

14. Quiet Possession. Lessor warrants that during the Term, provided Lessee complies with the provisions and covenants of this Lease, Lessee shall have the quiet enjoyment and uninterrupted and exclusive right of use and possession of the Leased Premises, free from interference by Lessor or anyone claiming by, through or under Lessor.

15. Default.

(a) By Lessee. If Lessee shall default in the payment when due of any rent or additional rent or in the performance of any other covenant or obligation of Lessee herein, Lessor may forward written notice, as provided herein, of such default to Lessee, and the failure of Lessee to cure such default within thirty (30) days after the date of receipt of such notice (or, if any non-rent/additional rent default cannot reasonably be cured within such thirty (30) day period, within such reasonable additional time mutually agreed upon to cure, provided that Lessee pursues cure diligently and in good faith) shall thereafter allow Lessor those remedies set forth herein, as follows:

(i) Terminate this Lease and declare the Term hereof ended and re-enter the Premises and take possession thereof and remove all persons and property therefrom, and Lessee shall have no further claim thereon or hereunder;

(ii) Without declaring the Term ended, Lessor may reenter the Premises and occupy the whole or any part thereof for and on account of Lessee and collect from time to

time any accrued unpaid rent, if any, and additional rent which shall become payable or which may thereafter become payable;

(iii) Even though Lessor may have re-entered the Premises, thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises. No termination of this Lease shall be effective unless made in a writing delivered by Lessor.

If this Lease is terminated, Lessor will be entitled to recover from Lessee the cost to return the Leased Premises to an unpaved graveled area including the Entrances and Lessee shall be liable for all costs in removal of such paving together with accrued and accruing unpaid rent, if any, and additional rent only through the date of termination.

In addition, Lessor shall have the right to cure any event of default and to charge Lessee for the cost of effecting such cure as additional rent not exceeding the sum of $10,000.00 in any rolling 12-month period, provided that Lessor will have no obligation to cure any such event of default of Lessee.

(b) By Lessor. If Lessor shall default in the performance of any obligation of Lessor hereunder, Lessee shall so notify Lessor and, if Lessor fails to cure the default within thirty (30) days after the date of receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, within such reasonable additional time as is necessary to cure such default, provided that Lessor pursues cure diligently and in good faith), Lessee shall have all rights and remedies at law and in equity.

(c) Damages Waiver. Lessor and Lessee each hereby waive any claims for consequential, special or punitive damages.

(d) Late Charge. If Lessee shall fail or neglect to pay any amount due and payable to Lessor hereunder, and the delinquency shall continue for five (5) calendar days, then beginning on the sixth (6) day, Lessee shall pay to Lessor a late payment charge in the amount of Twenty Five Dollars ($25.00) per day for each and every day any amount remains due and payable to Lessor hereunder; said late payment charge shall be in addition to, and not in lieu of, any other rights Lessor may have.

(e) Interest. All Basic Rent and additional rent due Lessor shall accrue interest at fifteen percent (15%) per annum from their due date until paid.

Indemnity. To the fullest extent permitted by law, Lessee shall defend and hold harmless and indemnify Lessor and its departments, Council-members, Mayor, boards, commissions, officers, officials, agents, attorneys, and employees for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (including, without limitation, reasonable attorney's fees and court costs, both at trial and on any appeal or up to any settlement), threatened, alleged, sustained or incurred by reason of, directly or indirectly, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property resulting from or caused by or claimed to have resulted from or been caused by (a) any act or thing done or omitted to be done by Lessee, its agents, employees, servants, invitees, or, without limitation, any other person or persons other than Lessor or its employees; or (b) any failure on the part of Lessee to perform or

comply with any of Lessee's covenants, obligations or liabilities hereunder other than claims resulting from Lessor's indemnitees' gross negligence or willful misconduct. The provisions of this Paragraph shall survive termination of this License Agreement.

16. Notice. Any notice given pursuant to this Lease shall be in writing and delivered in person, or sent by United States Certified, Registered Express Mail, Federal Express or other private courier, postage prepaid, and return receipt requested in the event of delivery by mail. Notices shall be given to Lessee and Lessor at the addresses set forth at the end of this paragraph. Notices shall be given when delivered personally, or if mailed, at midnight on the third business day after the date of mailing, or if sent by Federal Express or by other private courier on the next following business day. Email or facsimile is **not** effective notice under this Lease.

LESSOR:

To Lessor: Henry Darwin, City Manager
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

With a copy to: Emily Jurmu, City Attorney
City's **C**ounsel: City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

LESSEE:

Beardsley Storage, LLC
11150 West Beardsley Road
Sun City, AZ 85373

with a copy to:

Beardsley Storage, LLC
Post Office Box 19207
Las Vegas, NV 89132

Such addresses may be changed from time to time by either party by serving notice as above provided.

17. Warranty of Right to Lease. Lessor warrants that it has the full and complete right and authority to lease the Leased Premises.

18. Paragraph Headings. The paragraph headings of this Lease are inserted for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

19. Scope of Agreements; Amendments. It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements, conditions, inducements and understandings between them and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed

or implied, between them other than as herein set forth and this Lease shall not be modified in any manner except by an instrument in writing executed by the parties.

20. Binding Effect. The covenants and conditions contained herein shall apply to and bind the heirs, legal representatives, successors and assigns of the parties hereto.

21. Assignment and Subletting. Lessee shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person to occupy the Leased Premises, or any portion thereof, without first obtaining the written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. Any assignment or subletting without the prior written consent of Lessor shall be void, and shall, at the option of Lessor, terminate this Lease unless cured within sixty (60) days of Lessor's written notice. Neither this Lease nor any interest therein shall be assignable, as to the interest of Lessee, by operation of law, without the prior written consent of Lessor.

22. Brokers. No brokers are involved in this transaction or entitled to a brokerage fee for the transaction evidenced by this Lease. Lessee discloses that certain principals of Lessee are licensed real estate brokers in the State of Arizona.

23. Estoppel Certificate.

(a) Lessee will execute, acknowledge and deliver to Lessor, within fifteen (15) days following request therefore, a certificate certifying (i) that this Lease is unmodified and in full force (or, if there have been modifications, that the lease agreement is in full force and effect, as modified, and stating the modifications), and (ii) the dates, if any, to which Basic Rent, additional rent and other sums payable hereunder have been paid, and (iii) that no notice has been received by Lessee of any default which has not been cured, except as to defaults specified in said certificate. Any such certificate may be relied upon by any prospective purchaser or encumbrancer of the Leased Premises or any part thereof. Lessee's failure to deliver such certificate within the time permitted hereby shall be conclusive upon Lessee that this Lease is in full force and affect, except to the extent any modification has been represented by Lessor, and that there are no uncured defaults in Lessor's performance, and that not more than one month's rent has been paid in advance.

(b) Lessor will execute, acknowledge and deliver to any requesting leasehold mortgagee of the Leased Premises or the Base Parcel, within fifteen calendar (15) days following request therefore, a certificate certifying (i) that this Lease is unmodified and in full force (or, if there have been modifications, that the lease agreement is in full force and effect, as modified, and stating the modifications), and (ii) the dates, if any, to which Basic Rent, additional rent and other sums payable hereunder have been paid, and (iii) that no notice has been received by Lessor of any default which has not been cured, except as to defaults specified in said certificate. Any such certificate may be relied upon by any such leasehold mortgagee. Lessor's failure to deliver such certificate within the time permitted hereby shall be conclusive upon Lessor that this Lease is in full force and affect, except to the extent any modification has been represented by Lessee, and that there are no uncured defaults in Lessee's performance, and that not more than one month's rent has been paid in advance.

24. Recording. The parties shall record a short form of memorandum of lease at the requesting party's expense, substantially in the form attached to this Lease as **Exhibit C**. At Lessor's or Lessee's request, the parties shall execute a memorandum of lease in recordable form giving notice of such non-monetary terms as Lessor or Lessee may reasonably request, including Lessee's option rights, if applicable. If Lessee elects to record a memorandum of lease and Lessor requests in writing the removal of same upon the expiration or earlier termination of this Lease, Lessee shall (at Lessee's expense), remove the recorded memorandum from the title records within ten (10) days following such request.

25. Nonsubordinated Ground Lease. This is a nonsubordinated ground lease agreement. Lessor is not and shall not be obligated to subordinate its rights and ownership interest in the Leased Premises to any loan or money encumbrance that Lessee shall place against Lessee's Leasehold Estate.

26. General.

(a) Remedies Not Exclusive; No Waiver. The various rights and remedies herein contained shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission to exercise any right or remedy by either Party shall impair any such right, power, or remedy or be construed as a waiver of any default or nonperformance. Lessor shall not be deemed to have waived any term, covenant, or condition unless Lessor gives Lessee written notice of such waiver. The waiver by Lessor of a breach of any term, covenant, or condition contained in this Lease shall not be treated as a continuing waiver of such term, covenant, or condition, or as a waiver of any future breach of the same.

(b) Severability. If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision or persons or circumstances other than those to which it is invalid and unenforceable, shall not be affected thereby, and such term or provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

(c) Integration; Amendment in Writing. This Lease is and shall be considered to be the only agreement or understanding between the Parties with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both Parties have been incorporated herein. It may not be amended or modified by any act or conduct of the Parties or by oral agreement unless reduced to writing and executed by the Parties.

(d) Successors and Assigns. Subject to the provisions hereof with respect to assignment, all of the rights and obligations of the Parties under this Lease shall be binding upon and inure to the benefit of the respective heirs, executors, and permitted successors and assigns of Lessor and Lessee.

(e) Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules.

(f) Venue & Jurisdiction. Legal actions regarding and related to this Agreement shall be instituted in the Superior Court of the County of Maricopa, State of Arizona, or in the Federal

District Court in the District of Arizona sitting in Maricopa County. City and Lessee agree to the exclusive jurisdiction of such courts. Claims by Lessee shall comply with time periods and all other requirements of City's claims procedures from time to time.

(g) Waiver of Jury Trial. The Parties expressly waive trial by jury in any action, proceeding, or counterclaim brought by either of them against the other, on any matter whatsoever arising out of or any way connected with this Lease or their relationship arising hereunder.

(h) Authority. Each individual executing this Lease on behalf of Lessee hereby warrants and represents that he is duly authorized to execute this Lease on behalf of said corporation or partnership.

(i) Time of Essence. Time is of the essence in the performance of each and every term, covenant, and condition of this Lease.

(j) Covenants and Conditions. Each and every provision of this Lease to be performed by Lessee shall be deemed both a covenant and condition. The Parties agree that each provision set forth herein, pursuant to which Lessee is required to pay Rent shall be and is a covenant of Lessee independent of any other term, condition, or covenant contained in this Lease. Lessee shall not be entitled to offset the claimed amount of damages against any Rent or other payments due hereunder, it is expressly agreed that such covenant to pay such amount shall be independent of any obligation of Lessor hereunder. All payments to be made by Lessee hereunder shall, unless otherwise expressly provided, be paid to Lessor without Notice or demand and without adjustment, deduction, or setoff, in lawful money of the United States.

(k) Days. If the last day of any time period stated in this Agreement or the date on which any obligations to be performed under this Agreement falls on a Friday, Saturday, Sunday, or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Friday, Saturday, Sunday or legal holiday.

(l) Relationship. Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, employer and employee, master and servant, owner and contractor, sharecropper, partnership, or joint venture between the Parties, it is understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

(m) Knowledge, Review and Interpretation. The Parties, and each of them, acknowledge, declare, and agree, that: (i) they have had the opportunity to consult with legal counsel about this Lease, including the meaning and effect of waiving any legal rights, or have had the opportunity to do so and have voluntarily chosen not to do so; (ii) they have had adequate time and opportunity to review the terms of this Lease and have carefully read it; (iii) they are sophisticated parties that have negotiated this Lease at arm's length, and accordingly, expressly waive any rule of law or any legal decision that would require interpretation of any ambiguities in this Lease against the Party that has drafted it; and (iv) they intend to be legally bound to the provisions of this Lease, which shall be interpreted in a reasonable manner to effect the purposes of this Lease and intent of the Parties as outlined herein.

(n) Counterparts; Termination. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. In the event of any termination of the Development Agreement, this Lease Agreement shall be terminated concurrently, and the Parties shall have no obligations to each other except for any obligations that are stated to survive a termination of the Development Agreement or this Lease Agreement.

(o) No Third Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Lease or shall have any right or cause of action hereunder.

(p) No Liability of City Officials. Notwithstanding any other language in the Lease, no City Council Member, officer, director, trustee, partner, principal, member, employee, agent, affiliate, official, representative, agent, attorney, or employee of the City shall be personally liable to Lessee, or to any successor in interest to Lessee, in any way whatsoever including without limitation in the event of default by the City, for any amount that may become due to Lessee or its successors, or with respect to any obligation of the City under the terms of the Lease.

(q) Arizona Law Provisions. To the extent required by Arizona State law:

(i) No member, official, or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement, that is prohibited by law. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

(ii) Lessee certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in § 35-393, Arizona Revised Statutes, of Israel.

(iii) To the extent applicable under A.R.S. § 41-4401, Lessee warrants compliance with all federal immigration laws and regulations that relate to their employees and contractors and their compliance with the e-verify requirements under A.R.S. § 23-214(A). The failure by Lessee to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

(iv) To the extent applicable under A.R.S. § 35-394, Lessee hereby certifies it does not currently, and for the duration of this Agreement shall not use: (a) the forced labor of ethnic Uyghurs in the People's Republic of China, (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (c) 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Lessor and Lessee have each caused this Lease to be executed the day and year first above written.

LESSOR:

CITY OF PEORIA, ARIZONA, an Arizona municipal corporation

By: _____
Jason Beck, Mayor

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

LESSEE:

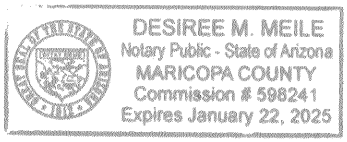
BEARDSLEY STORAGE, LLC, an Arizona limited liability company

By: Arrowhead RV& Boat Storage, LLC an Arizona limited liability company, its sole member

By: [redacted]
Name: Michael A. Beall
Its: Authorized Signatory

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 28 day of October, 2024, by Michael Bizell, the Authorized Signatory of Arrowhead RV & Boat Storage, LLC, an Arizona limited liability company, on behalf of the Lessee.



[redacted]
Notary Public

SCHEDULE 2

INSURANCE

(a) Liability Insurance. Lessee, at its sole expense, shall obtain and maintain from the date of the Lease and throughout the Term of the Lease commercial general liability insurance, written on an "occurrence" policy form, with liability limit of One Million and No/100 Dollars ($1,000,000.00) per occurrence and Two Million and No/100 Dollars ($2,000,000.00) in the aggregate, covering bodily injury, property damage, personal injury and advertising injury arising out of Lessee's business operations, or use or occupancy of the Leased Premises. Lessor, Lessor's lender and any management company appointed to manage the Leased Premises shall each be named as an additional insured on the policy by endorsement. The insurance policy includes contractual liability coverage. If in the reasonable opinion of the insurance broker retained by Lessor the amount of liability insurance coverage maintained by Lessee is not adequate, Lessee shall from time to time (but no more frequently than once every five (5) year(s)) increase the insurance coverage as reasonably recommended by Lessor's insurance broker. In addition to the above described liability insurance, Lessee will maintain an umbrella policy with limits of no less than One Million and No/100 Dollars ($1,000,000.00) per occurrence or in the aggregate.

(b) Property Insurance. Lessee, at its sole expense, shall procure and maintain throughout the Term of the Lease property insurance. The property insurance shall be written on a "Special Causes of Loss" (formerly "all risk") policy form and shall provide for one hundred percent (100%) of the replacement value of the Building and any other Lessee Improvements on the Leased Premises. The policy shall be written with no coinsurance, and shall include vandalism and malicious mischief coverage and sign insurance. The proceeds from this policy shall be used by Lessee for the repair or restoration of the Building and other associated site improvements as more fully set forth in Section 3 of the Lease. Lessor shall be a loss payee as its interest may appear on the policy. This policy shall include Business Interruption Insurance subject to the deductible, limits, terms and conditions of the policy.

(c) Workers' Compensation and Employer Liability Coverage. Lessee, at its sole cost and expense, shall procure and maintain workers' compensation insurance as required by law and employer's liability insurance with limits of Five Hundred Thousand and No/100 Dollars ($500,000.00) and shall contain a waiver of subrogation in favor of Lessor.

(d) Failure to Maintain Insurance. If Lessee fails to maintain the insurance required under the Lease, in addition to any other right or remedy available to it as a result thereof, Lessor shall have the right, but not the obligation, to obtain the required insurance. Lessee shall promptly reimburse Lessor as additional rent for the costs incurred, including the premium and other expenses, upon receipt of a statement for same from Lessor. In the case that Lessor exercises its right to obtain insurance as provided under this Schedule, Lessee shall pay Lessor an administrative fee of fifteen percent (15%) of any such amounts paid by Lessor.

(e) Form of Policies and Additional Requirements. The insurance requirements set forth above are independent of Lessee's waiver, indemnification, and other obligations under the Lease and shall not be construed or interpreted in any way to restrict, limit or modify Lessee's waiver, indemnification and other obligations or to in any way limit Lessee's liability under the Lease. In addition to the requirements above, the insurance required of Lessee must be issued by

an insurance company with a rating of no less than A-:VIII in the current Best's Insurance Guide or A- in the current Standard & Poor Insurance Solvency Review and admitted to engage in the business of insurance in the State of Arizona. The general liability and excess coverage will be primary insurance for claims under it and provide that insurance carried by Lessor and Lessor's lenders is strictly excess, secondary and noncontributing with any insurance carried by Lessee. Lessee shall deliver to Lessor on the date of the Lease (for liability policies) and on or before the Commencement Date (for property insurance policies) and ten (10) days before the expiration date of any policy a certificate of insurance on all policies procured by Lessee in compliance with Lessee's obligations under the Lease. Lessee may comply with its insurance coverage requirements through a blanket policy, provided Lessee, at Lessee's sole expense, procures a "per location" endorsement, or equivalent reasonably acceptable to Lessor, so that the general aggregate and other limits apply separately and specifically to the Leased Premises.

EXHIBIT A – LEASED PREMISES

The parties agree that the legal description set forth below is approved by the parties but subject to modification during engineering review of the site by Lessor.

111TH AVENUE LEASE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3–INCH MARICOPA COUNTY BRASS CAP FLUSH STAMPED 33307 MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 19 FROM WHICH A 2–INCH ALUMINUM CAP IN POTHOLE (0.2 FEET DOWN) MARKING THE SOUTHWEST CORNER OF SAID SECTION 19 BEARS SOUTH 89 DEGREES 02 MINUTES 07 SECONDS WEST 2772.45 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 00 DEGREES 05 MINUTES 18 SECONDS WEST 55.01 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 TO A HALF–INCH CAPPED REBAR STAMPED 42137 MARKING THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 05 MINUTES 18 SECONDS WEST 2554.06 FEET ALONG SAID WEST LINE TO A HALF–INCH CAPPED REBAR STAMPED 42137 MARKING THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 88 DEGREES 53 MINUTES 00 SECONDS EAST 55.35 FEET ALONG SAID SOUTH LINE;

THENCE SOUTH 39 DEGREES 03 MINUTES 20 SECONDS WEST 75.83 FEET TO THE WEST LINE OF VENTANA LAKES UNIT 9, BOOK 308 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 2332.28 FEET ALONG THE WEST LINE OF SAID VENTANA LAKES UNIT 9 AND THE WEST LINE OF VENTANA LAKES UNIT 11, BOOK 308 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 27 DEGREES 14 MINUTES 12 SECONDS EAST 26.52 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 99.74 FEET;

THENCE SOUTH 42 DEGREES 34 MINUTES 59 SECONDS EAST 47.13 FEET TO THE NORTH LINE OF THE SOUTH 60.00 FEET OF SAID SOUTHEAST QUARTER;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date Signed 11/5/2020
ARIZONA, U.S.A.

SUPERIOR
SURVEYING SERVICES, INC.
2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623–869–0223 (office)
623–869–0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 11/5/2020 | *JOB NO.:* 190331

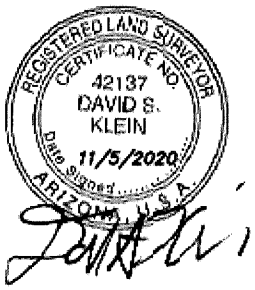
111TH AVENUE LEASE

THENCE SOUTH 89 DEGREES 02 MINUTES 07 SECONDS WEST 43.78 FEET TO THE WEST LINE OF SAID VENTANA LAKES UNIT 11;

THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 5.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 89 DEGREES 01 MINUTES 17 SECONDS WEST 14.13 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

COMPRISING 31,089 SQ. FEET OR 0.714 ACRES MORE OR LESS.

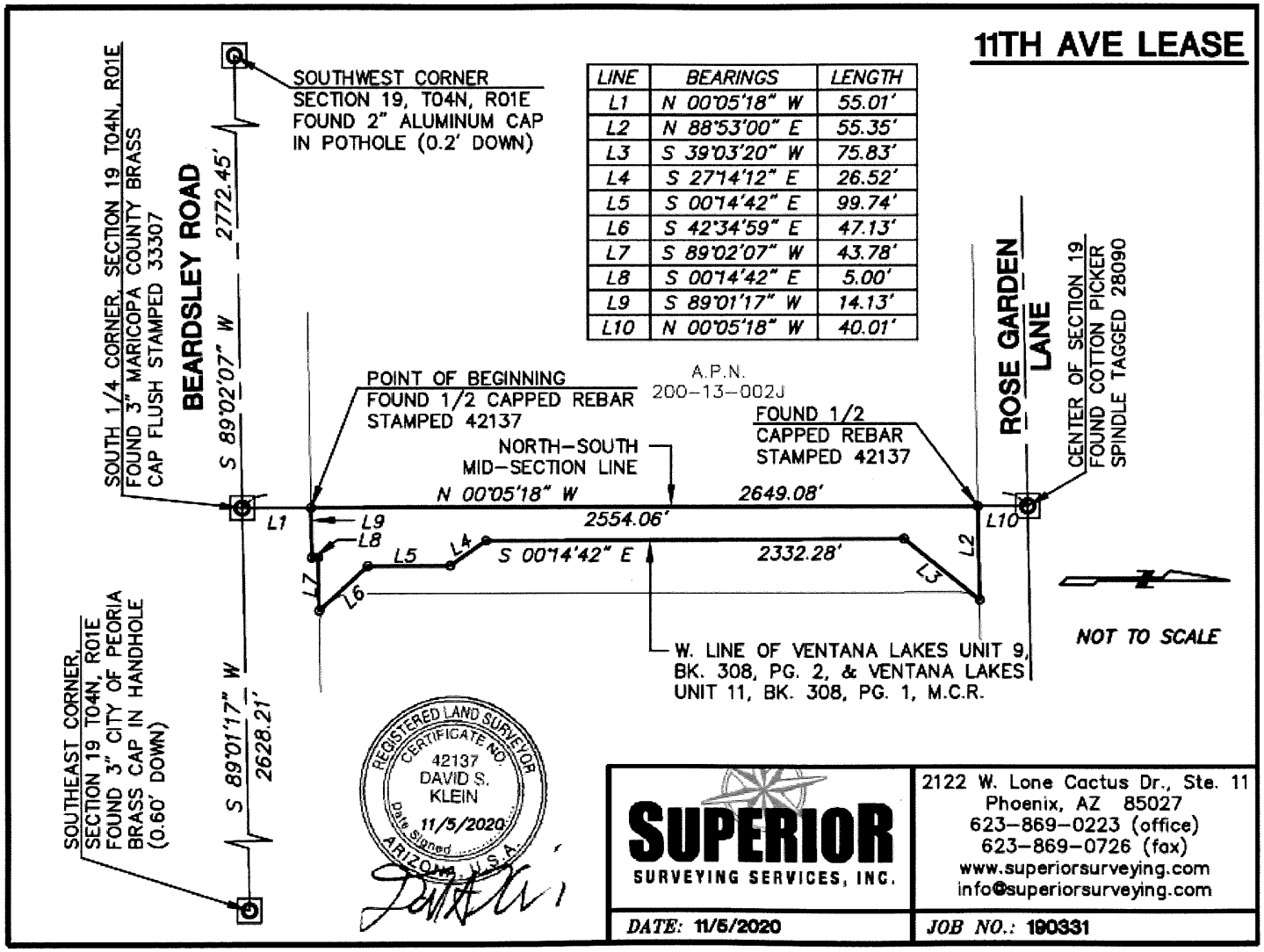


SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 11/5/2020 | *JOB NO.:* 190331

11TH AVE LEASE



LINE	BEARINGS	LENGTH
L1	N 00°05'18" W	55.01'
L2	N 88°53'00" E	55.35'
L3	S 39°03'20" W	75.83'
L4	S 27°14'12" E	26.52'
L5	S 00°14'42" E	99.74'
L6	S 42°34'59" E	47.13'
L7	S 89°02'07" W	43.78'
L8	S 00°14'42" E	5.00'
L9	S 89°01'17" W	14.13'
L10	N 00°05'18" W	40.01'

SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr., Ste. 11
Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: **11/5/2020** | *JOB NO.:* **190331**

7299061v10(69399.1)

EXHIBIT B – PRELIMINARY SITE PLAN / IMPROVEMENTS TO THE LEASED PREMISES

EXHIBIT B-1 – SITE PLAN OF BASE PARCEL AND LEASED PREMISES
(Leased Premises shown as unimproved)

The parties agree that the site plan set forth below is conceptual and subject to modification during site plan review of the site's project by Lessor.

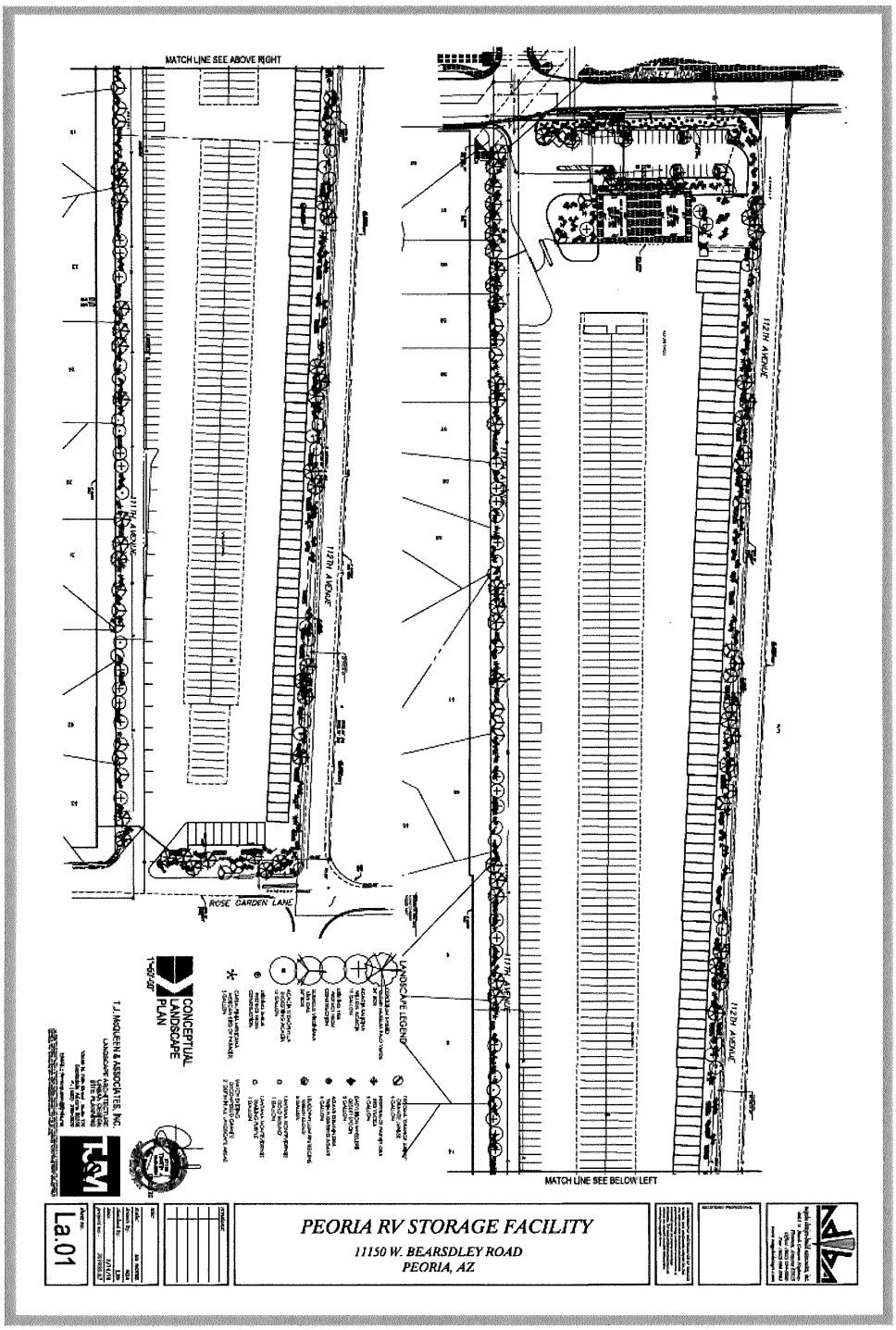


EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Peoria, Arizona
Office of the City Clerk
8401 West Monroe Street
Peoria, AZ 85345

(Space above this line for Recorder's use)

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("Memorandum") is made this ____ day of _____, 2024, between City of Peoria, an Arizona municipal corporation, whose address is City of Peoria, Arizona, 8401 West Monroe Street, Peoria, Arizona 85345, hereinafter referred to as "Lessor," and Beardsley Storage, LLC, whose initial address is 11150 West Beardsley Road, Sun City, AZ 85373, hereinafter referred to as "Lessee." Lessor and Lessee have entered into a Lease Agreement (the "Agreement") for that certain real property located north of Beardsley Road and south of Rose Garden Lane approximately _____ feet east of 112th Avenue, in Peoria, Maricopa County, Arizona, as more particularly described in Exhibit "A" attached hereto.

The term of the Agreement commenced _____, 2024, and shall be for an initial term of twenty-five (25) years with two consecutive extensions of the term of twenty-five (25) years each.

The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

CITY OF PEORIA, ARIZONA, an Arizona municipal corporation

By: _____
Jason Beck, Mayor

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

State of Arizona)
) ss:
County of Maricopa)

Subscribed and sworn to before me this ____ day of _____, 2024, by Jason Beck, Mayor of the City of Peoria, Arizona, an Arizona municipal corporation, on behalf of the corporation.

_____
Notary Public

My commission Expires:

LESSEE:

BEARDSLEY STORAGE, LLC, an Arizona limited liability company

By: Arrowhead RV& Boat Storage, LLC an Arizona limited liability company, its sole member

By: [redacted]
Name: Michael A. Beall
Its: Authorized Signatory

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 28 day of October, 2024, by Michael Beall, the Authorized Signatory of Arrowhead RV & Boat Storage, LLC, an Arizona limited liability company, on behalf of the Lessee.

DESIREE M. MEILE
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 598241
Expires January 22, 2025

[redacted]
Notary Public

EXHIBIT A

111TH AVENUE LEASE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3–INCH MARICOPA COUNTY BRASS CAP FLUSH STAMPED 33307 MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 19 FROM WHICH A 2–INCH ALUMINUM CAP IN POTHOLE (0.2 FEET DOWN) MARKING THE SOUTHWEST CORNER OF SAID SECTION 19 BEARS SOUTH 89 DEGREES 02 MINUTES 07 SECONDS WEST 2772.45 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 00 DEGREES 05 MINUTES 18 SECONDS WEST 55.01 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 TO A HALF–INCH CAPPED REBAR STAMPED 42137 MARKING THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 05 MINUTES 18 SECONDS WEST 2554.06 FEET ALONG SAID WEST LINE TO A HALF–INCH CAPPED REBAR STAMPED 42137 MARKING THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 88 DEGREES 53 MINUTES 00 SECONDS EAST 55.35 FEET ALONG SAID SOUTH LINE;

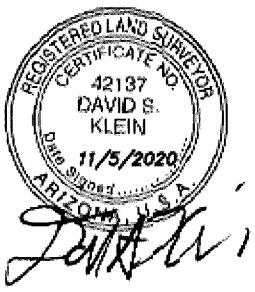
THENCE SOUTH 39 DEGREES 03 MINUTES 20 SECONDS WEST 75.83 FEET TO THE WEST LINE OF VENTANA LAKES UNIT 9, BOOK 308 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 2332.28 FEET ALONG THE WEST LINE OF SAID VENTANA LAKES UNIT 9 AND THE WEST LINE OF VENTANA LAKES UNIT 11, BOOK 308 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 27 DEGREES 14 MINUTES 12 SECONDS EAST 26.52 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 99.74 FEET;

THENCE SOUTH 42 DEGREES 34 MINUTES 59 SECONDS EAST 47.13 FEET TO THE NORTH LINE OF THE SOUTH 60.00 FEET OF SAID SOUTHEAST QUARTER;



SUPERIOR
SURVEYING SERVICES, INC.
2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623–869–0223 (office)
623–869–0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 11/5/2020 | *JOB NO.:* 190331

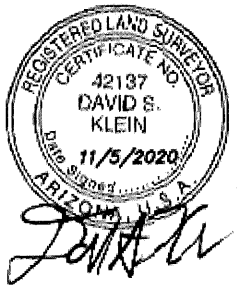
111TH AVENUE LEASE

THENCE SOUTH 89 DEGREES 02 MINUTES 07 SECONDS WEST 43.78 FEET TO THE WEST LINE OF SAID VENTANA LAKES UNIT 11;

THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 5.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 89 DEGREES 01 MINUTES 17 SECONDS WEST 14.13 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

COMPRISING 31,089 SQ. FEET OR 0.714 ACRES MORE OR LESS.

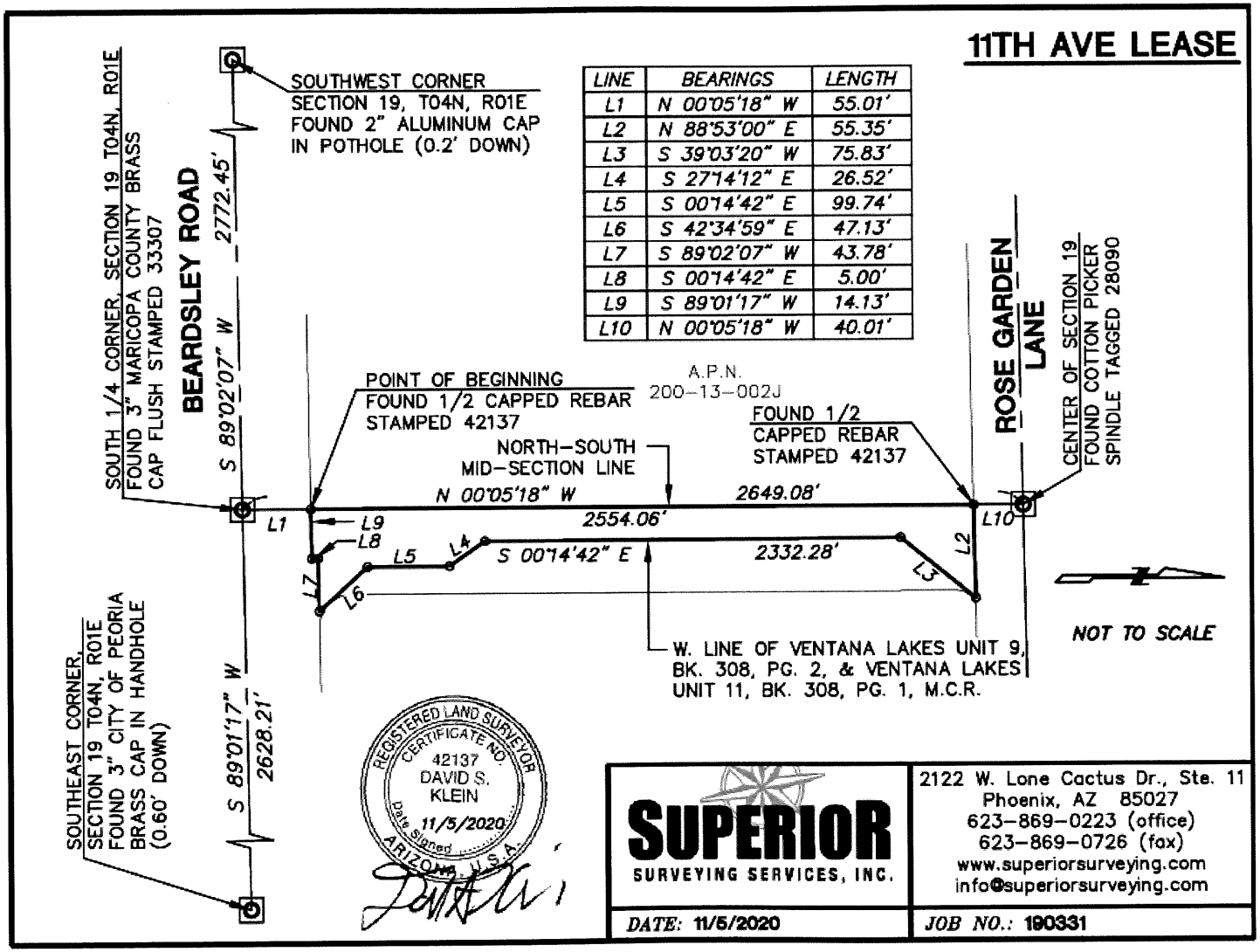


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www.superiorsurveying.com
info@superiorsurveying.com

DATE: 11/5/2020 | *JOB NO.:* 190331

11TH AVE LEASE



LINE	BEARINGS	LENGTH
L1	N 00°05'18" W	55.01'
L2	N 88°53'00" E	55.35'
L3	S 39°03'20" W	75.83'
L4	S 27°14'12" E	26.52'
L5	S 00°14'42" E	99.74'
L6	S 42°34'59" E	47.13'
L7	S 89°02'07" W	43.78'
L8	S 00°14'42" E	5.00'
L9	S 89°01'17" W	14.13'
L10	N 00°05'18" W	40.01'

SUPERIOR
SURVEYING SERVICES, INC.

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Phoenix, AZ 85027
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623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 11/5/2020

JOB NO.: 190331

7299061v10(69399.1)

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17C.

Date Prepared: 11/6/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Jeffrey Curran, P. E., Development and Engineering Director

SUBJECT: Abandonment of City Interest, Easements for Water and Drainage, Multiple Locations

Purpose:

Discussion and possible action to: (a) adopt **RES. 2024-82** Easement per the Final Plat for Parke West Lot 3 as Recorded in Book 927 Page 29 located at 9550 West Northern Avenue and (b) adopt **RES. 2024-83** Easement within Lot 6 per the Final Plat for Marketplace at Vistancia as recorded in Book 1776 Page 4 located at 11627 West Lone Mountain Parkway.

Summary:

During the final plat process, property owners dedicate easements for various uses within the platted parcels. As properties are developed, there are times that field conditions may alter the location of where utilities are installed or design efforts are made to reduce the size of certain easement areas. These circumstances are present in the current requests for abandonment:

- Parke West – a portion of the waterline easement platted within Lot 3 in the original Final Plat was relocated and dedicated in the Re-Plat for Lot 3. This request is to abandon the portion of the easement that is no longer needed.

- Marketplace at Vistancia – the owner of Lot 6 requested the abandonment of the drainage easement that was platted per the Final Plat of Marketplace at Vistancia to allow for the construction of site improvements typically not allowed within a drainage easement. The property/center owner is responsible for the maintenance of the on-site drainage system, the easement would have allowed for the City to maintain the system if determined that the owner's lack of maintenance and operation constitutes a nuisance or impacts the public health and safety.

Previous Actions/Background:

03/06/07 – Council approved the Final Plat of Parke West and on June 7, 2022 – Council approved the Re-Plat for Lot 3 – Parke West.
10/10/23 – Council approved the Final Plat of Marketplace at Vistancia.

Staff Recommendation:

Staff recommends that City Council approve the adoption of the attached Resolutions authorizing the abandonment of portions of a water line easement within the property platted as Final Plat of Parke West and the abandonment of a portion of a drainage easement within property platted as Final Plat of Marketplace at Vistancia.

Fiscal Analysis:

There is no fiscal impact to the City associated with releasing these easement areas.

ATTACHMENTS:

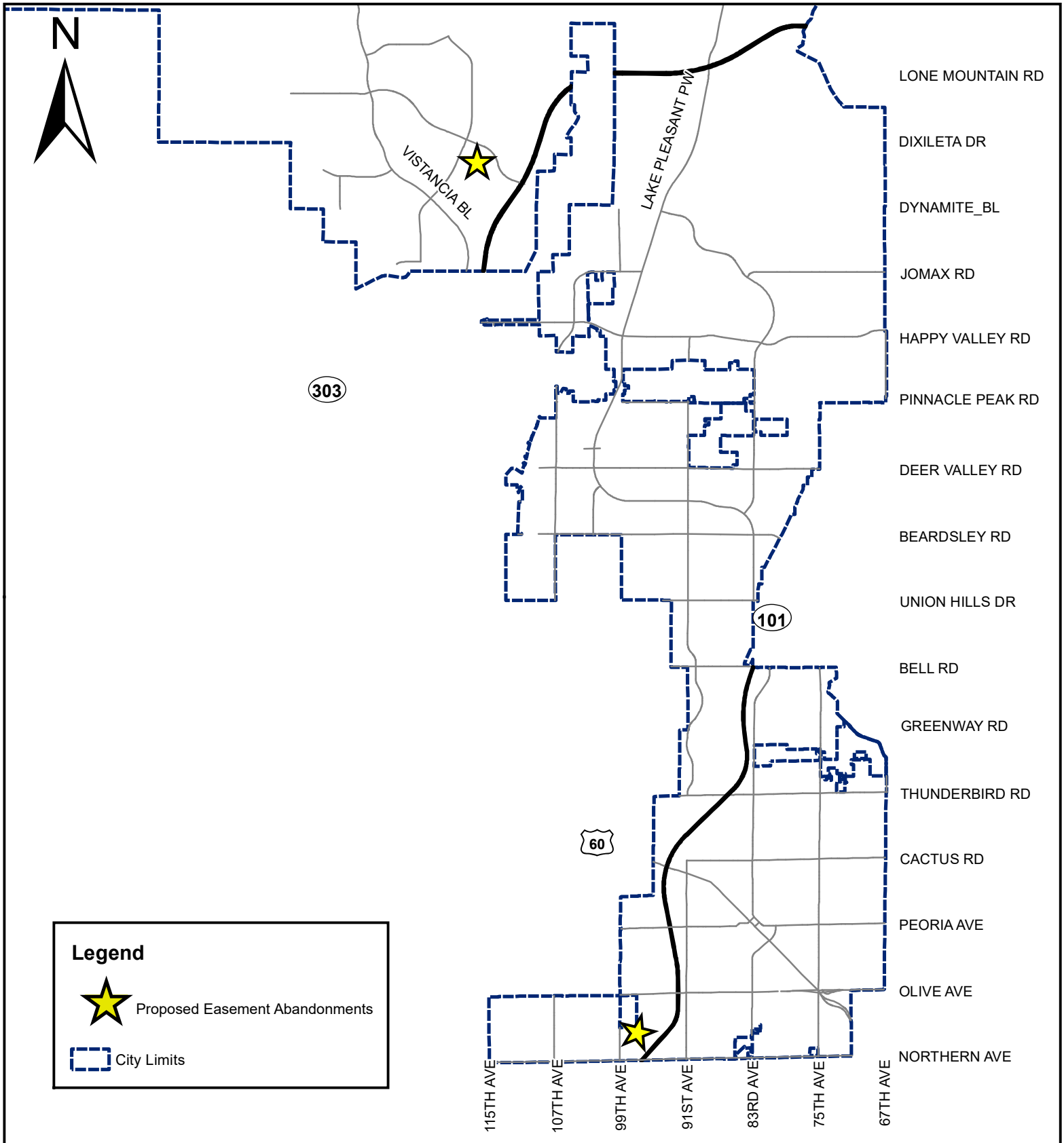
Vicinity Map
Resolution - Water Line Easement Abandonment
Resolution - Drainage Easement Abandonment

Contact Name and Number:
Jeff Curran, Development & Engineering Director (623) 773-7249

DEVELOPMENT
&
ENGINEERING

Proposed Easement
Abandonments
Multiple Locations

Vicinity Map



RESOLUTION NO. 2024-82

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT A CERTAIN WATER LINE EASEMENT TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY WATER LINE EASEMENT BE DISPOSED OF IN THE MANNER PROVIDED BY LAW.

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

WHEREAS, pursuant to A.R.S. 9-402, the City Council of the City of Peoria is vested with the power to determine and find that certain public easement may no longer be necessary to the City; and

WHEREAS, pursuant to A.R.S. 9-402, the City Council of the City of Peoria is vested with the power to vacate such easement by transferring title to adjacent property owners and others; and

WHEREAS, the Mayor and Council find and determine that a certain Water Line Easement located in the City of Peoria, Maricopa County, Arizona, east of 99th Avenue north of Northern Avenue, and more specifically described in the Legal Description (Exhibit A) attached to this Resolution is no longer needed by the City for water line purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That Mayor and Council find and determine that a portion of the Water Line Easement recorded in Maricopa County Recorder's Office per Book 927 Page 29 more specifically set forth on Exhibit "A" attached to this Resolution be and is hereby declared abandoned as provided by Chapter 4, Article 1, Title 9 of the Arizona Revised Statutes.

SECTION 2. That the City Engineer is directed to prepare and provide descriptions for the retention of such easements for public utilities, if any, as may be deemed appropriate across the described property.

SECTION 3. That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 19th day of November, 2024.

_____
Jason Beck, Mayor

_____
Date Signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

ATTACHMENT:

1. Exhibit A – Legal Description

LEGAL DESCRIPTION
PARKE WEST-LOT3
EASEMENT RELEASE
PEORIA, ARIZONA

October 7, 2024
Job No. 5307

RELEASE OF THAT PORTION OF A WATER LINE EASEMENT WITHIN THAT PORTION OF LOT 3, PARKE WEST, ACCORDING TO BOOK 927 OF MAPS, PAGE 29, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 00°00'59" WEST, ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 362.32 FEET;

THENCE NORTH 89°59'01" WEST, A DISTANCE OF 21.68 FEET TO THE **POINT OF BEGINNING;**

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 424.17 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 68.13 FEET;

THENCE SOUTH 60°25'31" WEST, A DISTANCE OF 582.01 FEET;

THENCE NORTH 01°55'38" WEST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 22.58 FEET;

THENCE NORTH 60°25'31" EAST, A DISTANCE OF 559.88 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 76.49 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 424.17 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.95 FEET;

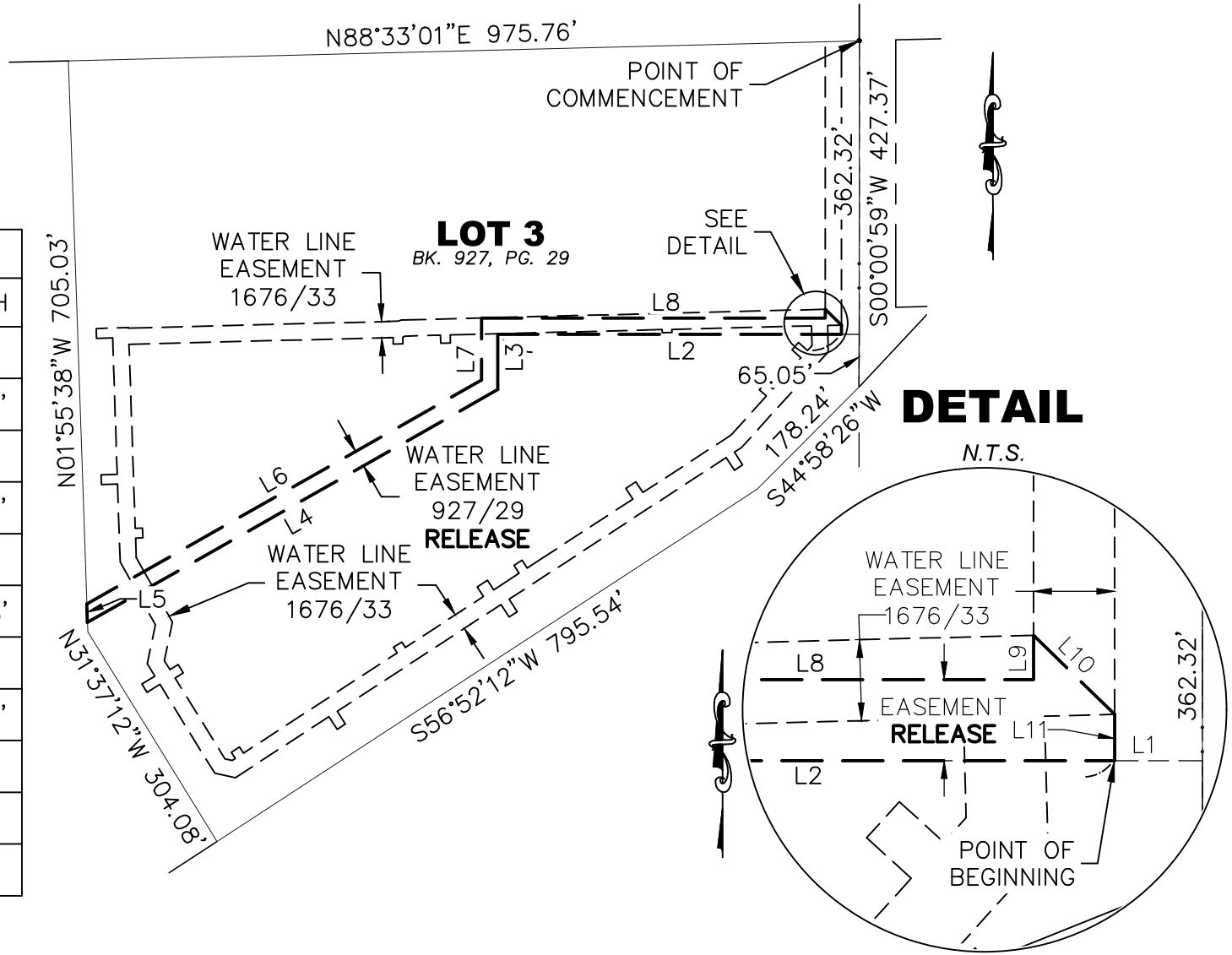
THENCE SOUTH 45°43'30" EAST, A DISTANCE OF 27.93 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 11.45 FEET TO THE **POINT OF BEGINNING**.

EASEMENT CONTAINS 21,572 SQUARE FEET OR 0.495 ACRES, MORE OR LESS.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°59'01"W	21.68'
L2	N90°00'00"W	424.17'
L3	S00°00'00"E	68.13'
L4	S60°25'31"W	582.01'
L5	N01°55'38"W	22.58'
L6	N60°25'31"E	559.88'
L7	N00°00'00"E	76.49'
L8	N90°00'00"E	424.17'
L9	N00°00'00"E	10.95'
L10	S45°43'30"E	27.93'
L11	S00°00'00"E	11.45'



DETAIL

N.T.S.



RICK

2401 W PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineering.com

LEGAL DESCRIPTION EASEMENT RELEASE

PARKE WEST

PEORIA, ARIZONA

DRAWING:	WLE_RELEASE.DWG				
JOB#	P5307	SCALE:	NTS	SHT:	1 OF 1
DRAFTER:	PJE	CHK:	DSR	DATE:	10/7/23

RESOLUTION NO. 2024-83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT A CERTAIN DRAINAGE EASEMENT TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY DRAINAGE EASEMENT BE DISPOSED OF IN THE MANNER PROVIDED BY LAW.

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

WHEREAS, pursuant to A.R.S. 9-402, the City Council of the City of Peoria is vested with the power to determine and find that certain public easement may no longer be necessary to the City; and

WHEREAS, pursuant to A.R.S. 9-402, the City Council of the City of Peoria is vested with the power to vacate such easement by transferring title to adjacent property owners and others; and

WHEREAS, the Mayor and Council find and determine that a certain Drainage Easement located in the City of Peoria, Maricopa County, Arizona, east of El Mirage Road south of Lone Mountain Parkway, and more specifically described in the Legal Description (Exhibit A) attached to this Resolution is no longer needed by the City for drainage purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That Mayor and Council find and determine that the Drainage Easement within Lot 6 of Marketplace at Vistancia recorded in Maricopa County Recorder's Office per Book 1776 Page 4 more specifically set forth on Exhibit "A" attached to this Resolution be and is hereby declared abandoned as provided by Chapter 4, Article 1, Title 9 of the Arizona Revised Statutes.

SECTION 2. That the City Engineer is directed to prepare and provide descriptions for the retention of such easements for public utilities, if any, as may be deemed appropriate across the described property.

SECTION 3. That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 19th day of November, 2024.

_____
Jason Beck, Mayor

_____
Date Signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

ATTACHMENT:

1. Exhibit A – Legal Description

EXHIBIT A
LEGAL DESCRIPTION

A portion of that certain Drainage Easement as shown on the Final Plat of "Marketplace at Vistancia", recorded in Book 1776, Page 4, Maricopa County Records (MCR), lying within the northeast quarter of Section 25, Township 5 North, Range I West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of Lot 6 as shown on said final plat;
Thence along the southerly line of said Lot 6, North 67°52'46" West, a distance of 14.32 feet, to an easterly line of said Drainage Easement and the **Point of Beginning;**

Thence along said easterly line, South 22°05'26" West, a distance of 37.70 feet;
Thence North 68°15'54" West, a distance of 12.24 feet;
Thence leaving said easterly line, North 22°05' I 0" East, a distance of 13.13 feet;
Thence North 67°41'4 I" West, a distance of 7.76 feet, to a westerly line of said Drainage Easement;
Thence along said westerly line, North 22°05'26" East, a distance of 54.68 feet;
Thence North 67°01'04" East, a distance of 21.05 feet;
Thence North 22°05'06" East, a distance of 149.89 feet;
Thence leaving said westerly line, South 67°55'21" East, a distance of 14.50 feet, to an easterly line of said Drainage Easement;
Thence along said easterly line, South 22°04'39" West, a distance of23.78 feet;
Thence South 67°56'10" East, a distance of 4.96 feet,;
Thence South 22°06'10" West, a distance of 134.97 feet; Thence South 67°01'04" West, a distance of 20.22 feet;
Thence South 22°05'26" West, a distance of 21.80 feet, to the **Point of Beginning.**

Containing 4,467 Square Feet, 0.10 Acres more or less.

Title: Marketplace at Vistancia
Drainage Easement Abandonment

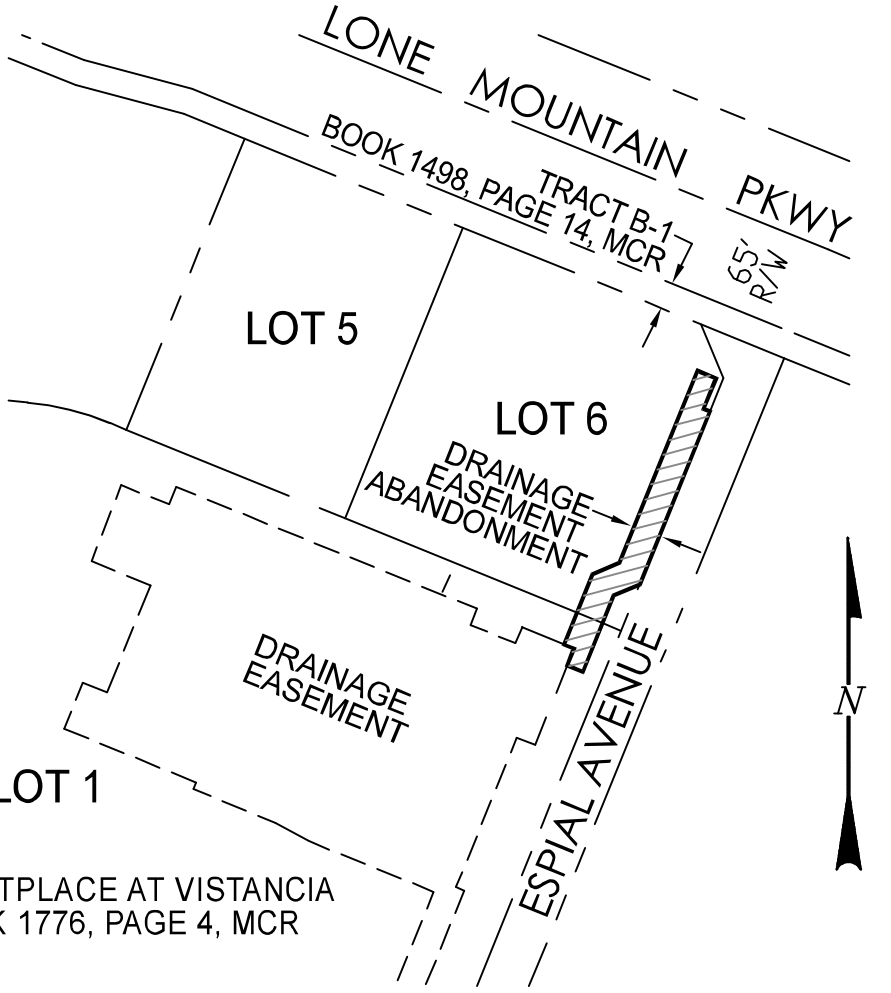
Preparing Firm: AW Land Surveying, LLC

Address: PO Box 2170, Chandler, AZ

Phone: 480-244-7630 Fax: _____

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D.
ARMIJO
Date Signed 10-10-24
ARIZONA, U.S.A.
Expires 12/31/2024

EXHIBIT A
SKETCH



Title: Marketplace at Vistancia
Drainage Easement Abandonment

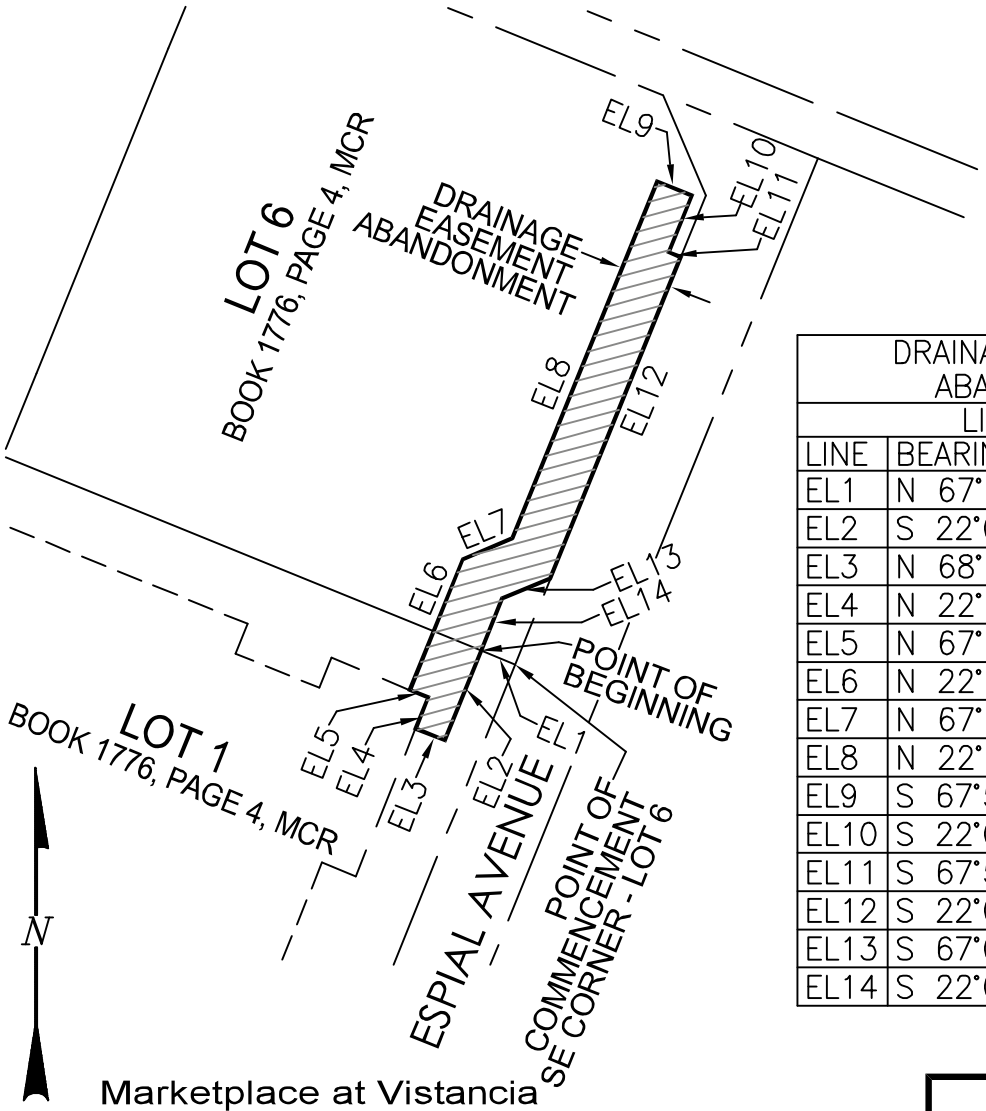
Preparing Firm: AW Land Surveying, LLC

Address: PO Box 2170, Chandler, AZ

Phone: 480-244-7630 Fax: -

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D.
ARMIJO
Date Signed 10-10-24
ARIZONA, U.S.A.
Expires 12/31/2024

EXHIBIT A
SKETCH



DRAINAGE EASEMENT ABANDONMENT		
LINE TABLE		
LINE	BEARING	DISTANCE
EL1	N 67°52'46" W	14.32'
EL2	S 22°05'26" W	37.70'
EL3	N 68°15'54" W	12.24'
EL4	N 22°05'10" E	13.13'
EL5	N 67°41'41" W	7.76'
EL6	N 22°05'26" E	54.68'
EL7	N 67°01'04" E	21.05'
EL8	N 22°05'06" E	149.89'
EL9	S 67°55'21" E	14.50'
EL10	S 22°04'39" W	23.78'
EL11	S 67°56'10" E	4.96'
EL12	S 22°06'10" W	134.97'
EL13	S 67°01'04" W	20.22'
EL14	S 22°05'26" W	21.80'

Marketplace at Vistancia

Title: Drainage Easement Abandonment

Preparing Firm: AW Land Surveying, LLC

Address: PO Box 2170, Chandler, AZ

Phone: 480-244-7630 Fax: -

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D.
ARMIJO
Date Signed 10-10-24
ARIZONA, U.S.A.
Expires 12/31/2024

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 18C.

Date Prepared: 10/2/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Jeffrey Curran, P. E., Development and Engineering Director

SUBJECT: Land Acquisition for a Drainage Basin, 83rd Avenue/Peoria Avenue/Grand Avenue

Purpose:

Discussion and possible action to: (a) adopt **RES. 2024-84** authorizing the acquisition of property rights for the future drainage improvements located north of Grand Avenue west of 83rd Avenue and south of Peoria Avenue on land currently owned by American Outdoor Advertising LLC. as part of 83rd Avenue/Peoria Avenue/Grand Avenue Drainage Improvement project and (b) approve a budget amendment in the amount of $820,000 from contingency to the 83rd Avenue/Peoria Avenue/Grand Avenue Drainage Improvements project.

Summary:

The 83rd Avenue/Peoria Avenue/Grand Avenue Drainage Improvement project was developed to address recommendations presented in the Peoria Storm Drain Master Plan (PSDMP). The PSDMP has recommended a combination of storm drain expansion and storm water storage be implemented north of Grand Avenue in order to mitigate peak storm water discharges to the downstream system and increase system capacity.

In June 2023, the City entered into an Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County (District) for the local cost share of these drainage improvements and to identify/define the responsibilities of the City and District in connection with each phase of the project. The project is currently in the Design Concept Report phase. While the City would typically wait for this report to be completed prior to moving forward with the acquisition of land; vacant land suitable for a drainage basin is limited in the project area.

Staff has negotiated a purchase agreement for the subject parcel and an appraisal obtained for the parcel supports the agreed price of $700,000. The purchase is subject to City Council approval and Phase 1 Environmental Site Assessment.

Previous Actions/Background:

- June 2023 - Council approved an IGA with the Flood Control District of Maricopa County

Staff Recommendation:

Staff recommends approval of the adoption of the Resolution authorizing the acquisition of the land rights located at 83rd Ave/Peoria Ave/Grand Ave, and a budget amendment in the amount of $820,000.00 from the city's contingency appropriation to the 83rd Ave/Peoria Ave/Grand Ave Drainage Improvements project.

Fiscal Analysis:

The FY2025-FY2034 CIP includes the 83rd Ave/Peoria Ave/Grand Ave Drainage Improvements Project (EN00740). This is a request to advance $820,000.00 of funding from FY2030 to FY2025 to cover the acquisition of the land and ancillary services associated with the purchase. As such, a budget amendment in the amount of $820,000.00 is required from contingency to the 83rd Ave/Peoria Ave/Grand Ave Drainage Improvements CIP project budget. In accordance with the IGA with the District, 65% of the acquisition costs are to be reimbursed to the City by the District following acquisition.

ATTACHMENTS:

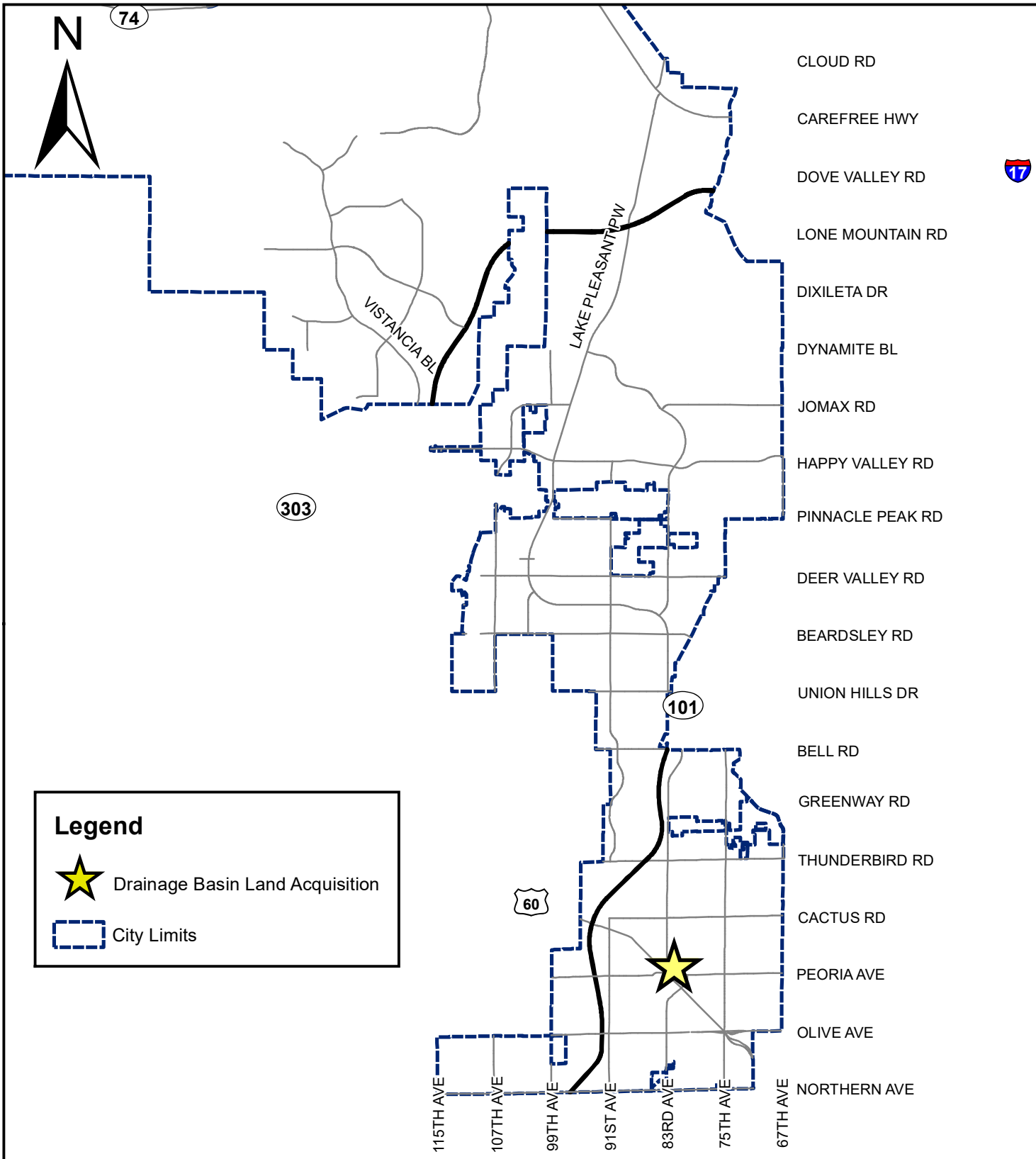
Vicinity Map
Location Map
Resolution
Purchase Agreement

Contact Name and Number:
Jeff Curran, Development & Engineering Director (623) 773-7249

DEVELOPMENT
&
ENGINEERING

Drainage Basin Land Acquisition
83rd Ave/Peoria Ave/Grand Ave

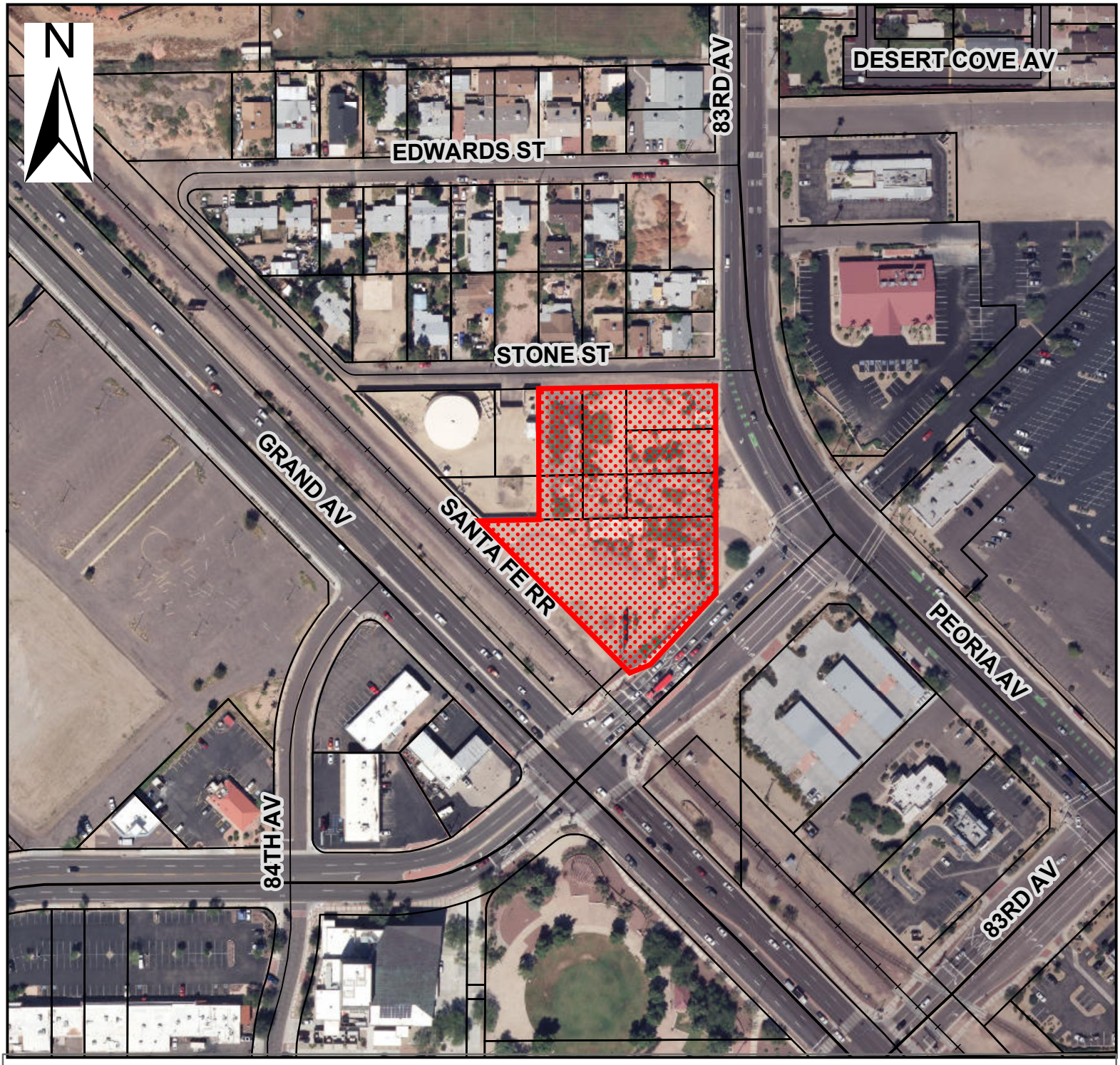
Vicinity Map



DEVELOPMENT
&
ENGINEERING

Drainage Basin Land Acquisition
83rd Ave/Peoria Ave/Grand Ave

Location Map



Drainage Basin Land Acquisition

RESOLUTION NO. 2024-84

A RESOLUTION OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, TO AUTHORIZE THE ACQUISITION OF CERTAIN REAL PROPERTY OWNED BY AMERICAN OUTDOOR ADVERTISING LLC FOR FUTURE DRAINAGE IMPROVEMENTS AT 83RD AVE/PEORIA AVE/GRAND AVE.

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

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, have considered the acquisition of certain real property (the "Property") from the owner of said property, American Outdoor Advertising LLC., and believe the acquisition of the Property is made in the best interest of the City,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peoria, Arizona, that it is necessary and in the best interest of the City that the real property described in "Exhibit A" (which exhibit is attached hereto and incorporated herein by reference), be acquired for the purpose of future drainage improvements.

BE IT FURTHER RESOLVED that the Mayor and Council direct that the City Manager of the City of Peoria, Arizona, is authorized and directed to acquire the Property for the City at a purchase price of no more than $700,000, exclusive of title insurance fees, inspection fees, and other reasonable and necessary escrow and closing costs.

SECTION 1. The Mayor and the Council of the City of Peoria, Arizona, find that the acquisition of the Property is in the best interest of the City to allow for future drainage improvements.

SECTION 2. That the Mayor and Council of the City of Peoria, Arizona, confirm and approve the acquisition of the Property described in attached Exhibit A from American Outdoor Advertising LLC in an amount not to exceed the purchase price of $700,000.

SECTION 3.

A. All actions and proceedings taken previously relating to the acquisition of the Property in the City of Peoria, Arizona, are hereby approved, confirmed and ratified.

B. The City Manager and the City Attorney are hereby authorized and directed to execute such documents and take such actions as may be necessary to acquire and close upon the property in order to permit the City's acquisition of the Property.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19th day of November, 2024.

_____
Jason Beck, Mayor

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

ATTACHMENT:

Exhibit A - Legal Description

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (142-42-032C, 033)

THAT PORTION OF THE SOUTHEAST QUARTER OP THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE ALONG THE EASTERLY LINE THEREOF NORTH 748.45 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST 33.00 FEET TO THE WESTERLY LINE OF 83RD AVENUE;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 39 DEGREES 10 MINUTES 00 SECONDS WEST 180.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE SOUTH 89 DEGREES 10 MINUTES 09 SECONDS WEST 60.00 FEET:

THENCE NORTH 180 FEET TO THE SOUTHERLY LINE OF STONE STREET AS SHOWN ON MAP OF EDWARDS ADDITION TO PEORIA, ARIZONA RECORDED IN BOOK 43 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST 60.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE SOUTH 180.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2: (142-42-032C, 037)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 748.45 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 33.00 FEET TO A POINT ON THE WESTERLY LINE OF 83RD AVENUE;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 120.00 FEET TO THE TRUE POINT OF BEGINNING;

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THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 60.00 FEET;

THENCE NORTH 180 FEET TO A POINT ON THE SOUTHERLY LINE OF STONE STREET AS SHOWN ON THE MAP OF EDWARD'S ADDITION TO PEORIA, ARIZONA, RECORDED IN BOOK 43 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 60 FEET;

PARCEL NO. 3: (142-42-032E)
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 748.45 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 33.00 FEET TO A POINT ON THE WESTERLY LINE OF 83RD AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 120.00 FEET;

THENCE NORTH, 60.00 FEET;

THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST, 120.00 FEET TO A POINT ON SAID WESTERLY LINE;

THENCE SOUTH, ALONG SAID WESTERLY LINE, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4: (142-42-035)
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 808.45 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 33.00 FEET TO A POINT ON THE WESTERLY LINE OF 83RD AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 120.00 FEET;

THENCE NORTH, 60.00 FEET;

EXHIBIT "A"

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THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST, 120.00 FEET TO A POINT ON SAID WESTERLY LINE;

THENCE SOUTH, ALONG SAID WESTERLY LINE, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 5: (142-42-034)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 868.45 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 33.00 FEET TO A POINT ON THE WESTERLY LINE OF 83RD AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 120.00 FEET;

THENCE NORTH, 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STONE STREET;

THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STONE STREET, 120.00 FEET TO A POINT ON SAID WESTERLY LINE OF 83RD AVENUE;

THENCE SOUTH, ALONG SAID WESTERLY LINE, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 6: (142-42-036C)

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 384.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE NORTH 423.65 FEET;

THENCE WESTERLY 410 FEET TO EAST LINE OF THE SANTA FE PHOENIX & PRESCOTT RAILROAD RIGHT OF WAY;

THENCE SOUTHEASTERLY ALONG THE RIGHT OF WAY OF THE SANTA FE PHOENIX & PRESCOTT RAILROAD 586 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 134 FEET; AND

EXCEPT THE NORTH 60 FEET; AND

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EXCEPT ANY PORTION CONVEYED TO THE STATE OF ARIZONA RECORDED IN DOCKET 14393, PAGE 20 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 33 MINUTES 39 SECONDS WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 172.28 FEET;

THENCE NORTH 46 DEGREES 07 MINUTES 06 SECONDS WEST 377.72 FEET;

THENCE NORTH 43 DEGREES 52 MINUTES 54 SECONDS EAST 62.64 FEET TO THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 60 (WICKENBURG-PHOENIX HIGHWAY);

THENCE NORTH 50 DEGREES 49 MINUTES 20 SECONDS EAST 87.23 FEET TO THE POINT OF BEGINNING ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S RAILROAD;

THENCE NORTH 74 DEGREES 50 MINUTES 44 SECONDS EAST 121.52 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF 83RD AVENUE;

THENCE SOUTH 01 DEGREES 33 MINUTES 39 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF 83RD AVENUE, A DISTANCE OF 48.51 FEET;

THENCE SOUTH 88 DEGREES 26 MINUTES 21 SECONDS WEST 98.52 FEET TO THE AFORESAID EXISTING NORTHEASTERLY RAILROAD RIGHT OF WAY LINE;

THENCE NORTH 46 DEGREES 03 MINUTES 39 SECONDS WEST ALONG SAID RAILROAD RIGHT OF WAY LINE A DISTANCE OF 27.96 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ANY PORTION DEEDED TO THE CITY OF PEORIA RECORDED IN DOCUMENT NO. 90-508645, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE 01 DEGREES 33 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 22 A DISTANCE OF 384.79 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA SANTA FE RAILROAD SAID LINE BEING PARALLEL TO AND 50.00 FEET NORTHEASTERLY FROM THE CENTERLINE OF THE MAIN TRACK;

THENCE NORTH 46 DEGREES 03 MINUTES 39 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 215.69 FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THAT PARCEL DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED IN DOCKET 14393, PAGE 20;

THENCE NORTH 74 DEGREES 50 MINUTES 44 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 29.32 FEET TO THE TRUE POINT OF BEGINNING;

REAL ESTATE PURCHASE AGREEMENT

Contract Date: See Section 30 below

SELLER: American Outdoor Advertising, L.L.C., a Nevada limited liability company

BUYER: City of Peoria, an Arizona municipal corporation

ESCROW AGENT: Kristina Gooding, Fidelity National Title Agency

LOCATION: NWC Peoria and Grand Avenues – APNs 142-42-032C, 142-42-032D, 142-42-032E, 142-42-033, 142-42-034, 142-42-035, 142-42-036C and 142-42-037

ESCROW NUMBER/ESCROW: FM55240066

RECITALS

A. Seller is the owner of certain real property located at the northwest corner of Peoria and Grand Avenues, in Peoria, Arizona (the "Property") and more particularly described on Exhibit "A" hereto.

B. Buyer desires to purchase the Property from Seller for the amount of Seven Hundred Thousand Dollars ($700,000.00) (the "Purchase Price").

C. Soon after the date of this Agreement, the parties desire to record certain documents affecting the Property (the "Closing").

D. Buyer's City Council has considered the City expenditure authorized by this Agreement and the direct consideration the City will receive and finds that there is a clearly identified public purpose for the City's expenditure and that the City will receive direct consideration substantially equal to its expenditure.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and representations contained herein, Seller and Buyer agree as follows:

TERMS OF AGREEMENT

1. Agreement. This Real Estate Purchase Agreement ("Agreement") may be supplemented by the printed form Escrow Instructions ("Escrow Instructions") to which it is attached and shall be construed together with the Escrow Instructions as a single document (collectively referred to as the "Agreement"); in the event of any inconsistency between any provision in this Agreement and any provision in the Escrow Instructions, the provision in this Agreement shall prevail. Upon the execution of the Escrow

Instructions and this Agreement by Seller and Buyer, same shall constitute a binding contract between Seller and Buyer for the purchase and sale of the Property.

2. Opening of Escrow and Close of Escrow. Escrow shall be opened when (i) one fully executed or counterparts of this Agreement executed by Seller and Buyer, respectively, have been delivered to Escrow Agent on or before the acceptance date referred to in Section 35 and (ii) Buyer shall have deposited the Earnest Money with Escrow Agent on or before the acceptance date hereinabove set forth ("Opening of Escrow"). Escrow Agent shall advise Seller and Buyer, in writing, of the Opening of Escrow and the date thereof. Consummation of the purchase of the Property contemplated hereby (the "Close of Escrow" or "Closing Date") shall take place on or before the date that is ten (10) days following the expiration of the Investigation Period (as defined below), and shall automatically terminate without any further notices, three business days later unless otherwise extended by mutual agreement of the parties. At or before Close of Escrow, each party shall execute and deliver such documents and perform such acts as are provided for herein. All monies and documents required to be delivered under this Agreement shall be deposited in Escrow on or before 5:00 p.m. Arizona Time on the Closing Date.

3. Title Insurance; Conveyance of Title. The Property, including all rights and privileges appurtenant to or arising from the Property, shall be conveyed by Seller to Buyer upon Close of Escrow by Seller's special warranty deed (“Deed”), warranting title to the Property to be conveyed thereby to be a fee simple absolute estate free and clear of all matters, claims, liens, and encumbrances except: (i) taxes not yet due and payable at Close of Escrow (subject to proration as hereinafter provided); (ii) reservations in patents from the United States or the State of Arizona; and (iii) any other matters disclosed by the preliminary title report (or any amended report) which are deemed waived or approved by Buyer in accordance with subsection 7(a). Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the Purchase Price, for which Seller shall bear the cost.

4. Possession. Upon Close of Escrow, Seller shall vacate the Property and deliver possession to Buyer, and all risk of loss of, or damage to, the Property from any source shall, at that time, pass to and become the sole responsibility of Buyer.

5. Payment of Purchase Price. The Purchase Price for the Property shall be Seven Hundred Thousand Dollars ($700,000.00) payable as follows:

(a) Twenty-One Thousand Dollars ($21,000.00) of the above amount (in the form of cash or other good funds or cashier's or certified check) to be deposited with Escrow Agent upon Opening of Escrow; and

(b) The remaining Six Hundred Seventy-Nine Thousand Dollars ($679,000.00) to be paid by the Buyer at Close of Escrow.

6. Earnest Money. Escrow Agent shall deposit the Earnest Money referred to in subsection 5(a) in an interest-bearing account of a federally-insured depository

selected by Buyer. Subject to any provision of this Agreement requiring a different use, in the event the sale provided for in this Agreement is consummated, the Earnest Money (and all interest accrued thereon) shall be applied by Escrow Agent toward the payment of the Purchase Price; in the event the sale is not consummated for failure of Seller to meet all of their obligations under this Agreement, the Earnest Money (and all interest accrued thereon) shall be returned to Buyer. In the event the sale is not consummated as a result of the failure of Buyer to meet all of its obligations under this Agreement, the Earnest Money (and all interest accrued thereon) shall be paid to Seller as liquidated damages as Seller's only remedy, and both Buyer and Seller shall be relieved of all further liability to one another except for liabilities arising under Section 17 (Indemnity). Seller and Buyer agree that it would be impractical or extremely difficult to fix actual damages in case of a default by Buyer, and that the amount of the Earnest Money is a reasonable estimate of Seller's damages caused by Buyer's default.

7. Closing; Fees, Taxes, and Assessments; Costs.

(a) At Close of Escrow, a Standard ALTA Owner's Policy of title insurance in the amount of the Purchase Price insuring Buyer's title to the Property shall be issued by Escrow Agent through its authorized underwriter(s) and the title insurance premium shall be paid out of the Purchase Price proceeds, subject to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the Commitment (as defined in Section 8 below) and which are not objected to or are waived in the manner described in said Schedule B, and any other matters approved in writing by Buyer ("Title Policy"). In the event Buyer desires an ALTA Extended Policy the additional cost shall be borne by Buyer.

(b) At Close of Escrow, the recording fees with respect to the Deed, the Affidavit of Value and any escrow fees and charges shall be paid equally by Buyer and Seller. All non-delinquent real property taxes and any other assessments to or against the Property shall be paid by Seller prorated to Close of Escrow based upon the most recent assessments.

(c) At Close of Escrow, Seller shall deliver the Deed, an Affidavit of Property Value, a Non-Foreign Person Affidavit (if applicable), and each and every document, agreement, and/or instrument reasonably required by the Escrow Agent in connection with the Closing.

(d) At Close of Escrow, Buyer shall deliver the Purchase Price and all other sums to be paid by Buyer hereunder, and each and every other document, agreement and/or instrument reasonably required by Escrow Agent in connection with the Closing.

8. Buyer's Contingencies. Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction of all of the following conditions precedent (any or all of which may be waived by Buyer in a writing signed by Buyer or its duly authorized agent):

(a) Status of Title. Escrow Agent, as soon as is reasonably possible after execution of this Agreement, shall provide Buyer and Seller with a preliminary report of the title to the Property (the "Commitment"), disclosing all matters of record and Escrow Agent's requirements for both closing the Escrow created by this Agreement and issuing the Title Policy described in Section 7 of this Agreement (the Commitment also shall be suitable to serve as the basis for issuance of an ALTA extended form coverage lender's title insurance policy). At such time as Buyer receives the Commitment (and any amended report adding additional title exceptions), Buyer shall have ten (10) business days after receipt of the Commitment to object in writing to any matter shown in the Commitment. If Buyer fails to object within the ten (10) business days, the condition of title to the Property shall be deemed approved by Buyer. In the event Buyer does object in writing to any matter disclosed in the Commitment, Seller shall attempt in good faith and using due diligence, to remove such objection before Close of Escrow. If any such matter cannot be removed after Seller's attempts to do so, Seller shall so notify Buyer, in writing, and Buyer shall elect within five (5) business days after receipt of Seller's notice to either: (i) cancel this Agreement and receive the return of all Earnest Money paid, together with any interest accrued thereon; or (ii) close the Escrow waiving and taking title subject to such matters. Failure to give notice to Seller of Buyer's election shall constitute an election to waive the objection and close the Escrow.

(b) Environmental Contamination and Assessment of Property. Seller will disclose to Buyer, within five (5) days of Opening of Escrow, any knowledge or information it has with regard to any current or historical environmental contamination of the Property. Notwithstanding Seller's obligation to disclose, Buyer shall have until the expiration of the Investigation Period to obtain a Phase I Environmental Assessment (the "Assessment"). If the Assessment indicates that a Phase II Environmental Assessment ("Phase II") is warranted, the Buyer will not be required to close the Escrow pending completion of the Phase II, and the Close of Escrow may be extended by sixty (60) days for Buyer to obtain the Phase II. If the Phase II concludes contamination exists, the Buyer may elect to cancel this Agreement. Moreover, in no event shall an "as is" clause set forth within this Agreement affect the application of federal, state or local law regarding environmental contamination and Seller's responsibility for remediating same, including remediation that may be required after Close of Escrow.

(c) Investigation. Buyer shall have sixty (60) days from the Opening of Escrow (the "Investigation Period") to conduct such other tests and investigations, other than those described in paragraphs (a) and (b) above, as Buyer deems at its discretion to be material to its determination whether the Property is suitable for Buyer's purposes. Upon prior reasonable notice to Seller, Seller shall permit access to the Property by Buyer to inspect and perform any such tests during the Investigation Period. Buyer must obtain Seller's written consent prior to conducting any invasive testing on the Property, which consent shall not unreasonably be withheld. Buyer shall conduct all such inspections, investigations, and tests and be responsible for returning the Property to substantially the condition in which it was prior to the time of any entry. In the event Buyer fails to notify Seller by the conclusion of the Investigation Period that the Property or any part thereof is not suitable for its purposes, then Buyer shall be deemed to have accepted the Property and waived any objections relating to matters within the scope of this subparagraph (c).

In the event Buyer does so notify Seller, however, Seller shall undertake to remediate such conditions to Buyer's reasonable satisfaction or to terminate this Agreement, whereupon Buyer and Seller shall have no further obligations hereunder, other than liabilities or obligations arising under the indemnity provisions of Section 17. Buyer agrees to indemnify, defend, and hold harmless Seller for, from, and against any and all claims arising out of Buyer's exercise of the rights granted by this Section, including, without limitation, any claims relating to mechanics' or materialmen's liens as a result of Buyer's activities pursuant to this Agreement.

9. No Warranties. Except as otherwise set forth herein, Buyer agrees that the Property shall be purchased in an "as-is" condition. Seller makes no warranty as to the sufficiency of the Property for Buyer's purposes or any purpose whatsoever, the physical condition of the Property or any work or improvements which might be required for any reason whatsoever, the square footage or acreage contained within the Property, except as expressly set forth elsewhere in this Agreement or within the separate escrow instructions included as a part of this Agreement. Nothing herein abrogates Seller's duty to disclose known material conditions affecting the Property and the consideration to be paid by Buyer.

10. Seller's Warranties. Seller warrants, represents, and covenants (with the understanding that Buyer is relying on said warranties, representations and covenants) that:

(a) Seller's Authority. Seller has full power and authority to enter into and perform under this Agreement in accordance with its terms. Upon execution of this Agreement this Agreement shall be binding and enforceable on Seller.

(b) Other Leases or Agreements. Seller warrants that there are no unrecorded leases or other agreements which may affect Buyer's ability to take title to or possession of the Property.

(c) Bankruptcy or Insolvency. Seller warrants that it is not the subject of a bankruptcy or insolvency proceeding.

(d) Labor, Materials and Mechanic's Liens. Seller warrants that payment in full will be made prior to Close of Escrow for all labor, professional services, materials, machinery, fixtures, or tools furnished within the one hundred fifty (150) days immediately preceding the Close of Escrow in connection with any construction, alteration or repair of any improvement to or on the Property.

11. Water Rights. At Close of Escrow, Seller shall, without further act, be deemed to have assigned, transferred, conveyed, and set over unto Buyer all of the grandfathered water rights, if any, with respect to the Property.

12. Buyer's Representations and Warranties. Buyer warrants, represents, and covenants (with the understanding that Seller is relying on said warranties, representations, and covenants) that:

(a) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) Buyer acknowledges that consummation of this transaction shall constitute its acknowledgment that it has independently inspected and investigated the Property. Except as otherwise agreed herein, Buyer agrees to accept the Property in its present condition "as is," subject to the warranties, covenants and agreements set forth in this Agreement.

(c) Buyer acknowledges that the Property is vacant and unimproved land, and represents and warrants to Seller that Buyer has inspected the Property and has entered into this contract based upon Buyer's inspection and that Seller made no representations or warranties regarding the condition of the Property for Buyer's specific purposes.

13. Brokerage. Seller and Buyer agree as follows:

(a) Mutual Warranties. Buyer warrants and represents that it has not dealt with any party who is or may be legally entitled to a brokerage commission, finder's fee, or other like payment in connection with this Agreement. Seller warrants and represents that it has entered into a separate agreement with any party who is or may be legally entitled to a brokerage commission, finder's fee, or other like payment in connection with this Agreement and that Buyer will not be responsible for any such fee. Each party, on demand, agrees to indemnify and hold the other harmless for, from, and against any and all loss, cost, damage, claim, liability, and expense (including but not limited to court costs and reasonable attorneys' fees) that may result if the indemnifying party's warranty and representation set forth above proves to be untrue, incomplete, or misleading.

(b) Survival. The provisions of this Paragraph 13 shall survive Close of Escrow (but not the termination) of this Agreement.

14. Survival of Representations and Warranties. All representations and warranties contained in this Agreement are true on and as of the date so made, will be true in all material respects on and as of the Closing Date, and will survive Close of Escrow and execution, delivery, and recordation of the Deed. In the event that any representation or warranty by a party is untrue, the other party shall have all rights and remedies available at law (to seek actual damages), in equity, or as provided in this Agreement.

15. No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Buyer does not assume, agree to pay, or indemnify Seller or any other person against any liability, obligation, or expense of Seller, or relating in any way to the Property.

16. Condemnation; Risk of Loss. In the event of the condemnation (or sale in lieu of condemnation) of any part of the Property prior to Close of Escrow, Buyer shall have the right either: (i) to cancel this Agreement by written notice to Seller and Escrow

Agent in which event there shall be returned to Buyer the Earnest Money and all interest thereon, all documents shall be returned to the party who deposited them and thereafter this Agreement shall be of no further force or effect whatsoever.

17. Indemnification and Liabilities. Subject to the limitations and other provisions contained in this Agreement, Seller shall, and it hereby does, indemnify and agree to pay, defend, and hold harmless Buyer from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Seller pertaining in any manner to the Property for the period of time prior to the Close of Escrow. Buyer does not agree to assume any liability, encumbrance, or obligation of any kind or character whatsoever relating in any manner to all or any part of the Property: (i) except as specifically provided herein; and (ii) except that Buyer agrees to pay, defend, indemnify, and hold harmless Seller from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Buyer, Buyer's agents and employees.

18. Remedies.

(a) In the event of default by Buyer, Seller's sole remedy shall be to cancel this Agreement and to retain the Earnest Money (together with all accrued interest) as liquidated damages; Seller and Buyer agree that it would be impractical or extremely difficult to fix actual damages in case of the Buyer's default; that the amount of the Earnest Money deposit paid by Buyer is a reasonable estimate of the Seller's damages in case of Buyer's default; and that Seller shall retain said Earnest Money as its damages and, thereafter, neither party shall have any further obligations to the other under this Agreement.

(b) In the event of default by Seller, Buyer may elect (i) to cancel this Agreement by written notice to Seller and Escrow Agent, in which event Escrow Agent shall return to Buyer all Earnest Money (plus any accrued interest earned thereon), together with all other documents Buyer has deposited with Escrow Agent in connection with this Escrow, in which case Buyer and Seller shall have no other rights or obligations under this Agreement or (ii) proceed with whatever actions Buyer may deem necessary in order to enforce the rights available to Buyer under this Agreement, at law or in equity, including the right to seek specific performance of this Agreement or to recover its actual damages from Seller not to exceed the amount of the Earnest Money deposit.

19. Notices. Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Seller:

American Outdoor Advertising LLC
Attn: Jonathan Levin and Tom LeClair
2801 E. Camelback Road, Suite 450
Phoenix, AZ 85016
E-Mail: jonathan@americanoutdoor.net
E-Mail: tom@americanoutdoor.net

With a copy to:	Burch & Cracchiolo, P.A. Attn: Andrew Abraham 1850 N. Central Avenue, Suite 1700 Phoenix, AZ 85004 E-Mail: aabraham@bcattorneys.com
To Buyer:	Henry Darwin, City Manager City of Peoria 8401 West Monroe Street Peoria, AZ 85345
With a copy to:	Emily Jurmu, City Attorney City of Peoria 8401 West Monroe Street Peoria, AZ 85345
To Escrow Agent:	Kristina Gooding,Vice President Branch Manager - Northgate Commercial Fidelity National Title 14000 N Pima Rd Suite 100 Scottsdale, AZ 85260

or at any other address designated by Buyer, Seller, or Escrow Agent, in writing.

20. Attorneys' Fees. In the event suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees and court costs.

21. Intended Agreement. This Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

22. Relationship. This Agreement shall not be construed as creating a joint venture, partnership, or any other joint arrangement between Buyer and Seller.

23. Further Instruments and Documents. Each party hereto shall, promptly upon the request of the other party or Escrow Agent, acknowledge and deliver to the other party or Escrow Agent any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

24. Integration Clause; No Oral Modification. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or rescinded, except in writing, signed by all parties hereto.

25. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa or in the Federal District Court in and for the District of Arizona.

26. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

27. Waiver. Failure of any party to exercise any right, remedy, or option arising out of a breach of this Agreement shall not be deemed a waiver of any right, remedy, or option with respect to any subsequent or different breach, or the continuance of any existing breach.

28. Counterparts. This Agreement may be executed in any number of counterparts, all the counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

29. Special Variations From Escrow Instructions. Notwithstanding anything in the Escrow Instructions to the contrary: (i) Seller shall pay, in full and at Closing, any existing improvement lien assessments on or relating to the Property unless otherwise agreed by the parties; and (ii) Escrow Agent shall pro-rate taxes on the basis of the latest available tax statement.

30. Date of Agreement. The date of this Agreement shall for all purposes be the date of the signature of the last party to sign this Agreement.

31. Time is of the Essence. Time is hereby declared to be of the essence for the performance of all conditions and obligations under this Agreement.

32. Construction/Interpretation. The captions and section headings used in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

33. Foreign Tax Withholdings. Seller agrees to comply with IRS reporting requirements. Seller shall provide to Buyer and Escrow Agent at Closing appropriate affidavits stating that it is not a foreign person or a non-resident alien and that no withholding is required pursuant to Internal Revenue Code (“IRC”) § 1445. In the event such affidavits are not forthcoming or in the event either Escrow Agent or Buyer knows or has reason to know that they are false, Escrow Agent is hereby irrevocably authorized

and directed to withhold 10% of Seller's proceeds of the purchase price pursuant to IRC § 1445.

34. Conflict of Interest. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

35. Offer. Upon execution by Buyer and delivery to Seller, this Agreement shall constitute the offer of Buyer to purchase the Property on the terms and conditions set forth herein. This offer shall be open to acceptance by Seller (by Seller's executing and delivering a copy of this Agreement to Buyer and to Escrow Agent) on or before the close of business on December 2, 2024. In the event that this condition is not complied with on or before the close of business on the date specified, this offer shall terminate and shall be self-revoking without further action on behalf of Buyer. In addition, and without limiting the foregoing, Buyer reserves the right to revoke this offer, upon written notice to Seller, at any time before this offer is accepted by Seller.

36. Recitals. The Recitals set forth on page 1 of this Agreement are incorporated herein as though fully set forth herein.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:

American Outdoor Advertising LLC,
a Nevada limited liability company

By: _____
Signature

_____
Print Name

Date: _____ Title: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2024, before me, a Notary Public, personally appeared _____, a member of American Outdoor Advertising LLC, a Nevada limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that they have executed the same. If this person's name is subscribed in a representative capacity, it is for the seller named and in the capacity indicated.

_____
Notary Public

My Commission Expires:

_____ Seal:

BUYER:

Date: _____ By: _____
Henry Darwin, City Manager

ATTEST:

By:_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By:_____
Emily Jurmu, City Attorney

EXHIBIT "A"

(Property)

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (142-42-032C, 033)

THAT PORTION OF THE SOUTHEAST QUARTER OP THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE ALONG THE EASTERLY LINE THEREOF NORTH 748.45 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST 33.00 FEET TO THE WESTERLY LINE OF 83RD AVENUE;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 39 DEGREES 10 MINUTES 00 SECONDS WEST 180.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE SOUTH 89 DEGREES 10 MINUTES 09 SECONDS WEST 60.00 FEET:

THENCE NORTH 180 FEET TO THE SOUTHERLY LINE OF STONE STREET AS SHOWN ON MAP OF EDWARDS ADDITION TO PEORIA, ARIZONA RECORDED IN BOOK 43 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST 60.00 FEET;

THENCE LEAVING SAID SOUTHERLY LINE SOUTH 180.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2: (142-42-032C, 037)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 748.45 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 33.00 FEET TO A POINT ON THE WESTERLY LINE OF 83RD AVENUE;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 120.00 FEET TO THE TRUE POINT OF BEGINNING;

EXHIBIT "A"
Legal Description

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 60.00 FEET;

THENCE NORTH 180 FEET TO A POINT ON THE SOUTHERLY LINE OF STONE STREET AS SHOWN ON THE MAP OF EDWARD'S ADDITION TO PEORIA, ARIZONA, RECORDED IN BOOK 43 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 60 FEET;

PARCEL NO. 3: (142-42-032E)
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 748.45 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 33.00 FEET TO A POINT ON THE WESTERLY LINE OF 83RD AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 120.00 FEET;

THENCE NORTH, 60.00 FEET;

THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST, 120.00 FEET TO A POINT ON SAID WESTERLY LINE;

THENCE SOUTH, ALONG SAID WESTERLY LINE, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4: (142-42-035)
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 808.45 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 33.00 FEET TO A POINT ON THE WESTERLY LINE OF 83RD AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 120.00 FEET;

THENCE NORTH, 60.00 FEET;

EXHIBIT "A"

Legal Description

THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST, 120.00 FEET TO A POINT ON SAID WESTERLY LINE;

THENCE SOUTH, ALONG SAID WESTERLY LINE, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 5: (142-42-034)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22;

THENCE NORTH, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 868.45 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 33.00 FEET TO A POINT ON THE WESTERLY LINE OF 83RD AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECONDS WEST, 120.00 FEET;

THENCE NORTH, 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STONE STREET;

THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STONE STREET, 120.00 FEET TO A POINT ON SAID WESTERLY LINE OF 83RD AVENUE;

THENCE SOUTH, ALONG SAID WESTERLY LINE, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 6: (142-42-036C)

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 384.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE NORTH 423.65 FEET;

THENCE WESTERLY 410 FEET TO EAST LINE OF THE SANTA FE PHOENIX & PRESCOTT RAILROAD RIGHT OF WAY;

THENCE SOUTHEASTERLY ALONG THE RIGHT OF WAY OF THE SANTA FE PHOENIX & PRESCOTT RAILROAD 586 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 134 FEET; AND

EXCEPT THE NORTH 60 FEET; AND

EXHIBIT "A"

Legal Description

EXCEPT ANY PORTION CONVEYED TO THE STATE OF ARIZONA RECORDED IN DOCKET 14393, PAGE 20 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 33 MINUTES 39 SECONDS WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 172.28 FEET;

THENCE NORTH 46 DEGREES 07 MINUTES 06 SECONDS WEST 377.72 FEET;

THENCE NORTH 43 DEGREES 52 MINUTES 54 SECONDS EAST 62.64 FEET TO THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 60 (WICKENBURG-PHOENIX HIGHWAY);

THENCE NORTH 50 DEGREES 49 MINUTES 20 SECONDS EAST 87.23 FEET TO THE POINT OF BEGINNING ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S RAILROAD;

THENCE NORTH 74 DEGREES 50 MINUTES 44 SECONDS EAST 121.52 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF 83RD AVENUE;

THENCE SOUTH 01 DEGREES 33 MINUTES 39 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF 83RD AVENUE, A DISTANCE OF 48.51 FEET;

THENCE SOUTH 88 DEGREES 26 MINUTES 21 SECONDS WEST 98.52 FEET TO THE AFORESAID EXISTING NORTHEASTERLY RAILROAD RIGHT OF WAY LINE;

THENCE NORTH 46 DEGREES 03 MINUTES 39 SECONDS WEST ALONG SAID RAILROAD RIGHT OF WAY LINE A DISTANCE OF 27.96 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ANY PORTION DEEDED TO THE CITY OF PEORIA RECORDED IN DOCUMENT NO. 90-508645, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22;

THENCE 01 DEGREES 33 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 22 A DISTANCE OF 384.79 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA SANTA FE RAILROAD SAID LINE BEING PARALLEL TO AND 50.00 FEET NORTHEASTERLY FROM THE CENTERLINE OF THE MAIN TRACK;

THENCE NORTH 46 DEGREES 03 MINUTES 39 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 215.69 FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THAT PARCEL DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED IN DOCKET 14393, PAGE 20;

THENCE NORTH 74 DEGREES 50 MINUTES 44 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 29.32 FEET TO THE TRUE POINT OF BEGINNING;

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 19C.

Date Prepared: 10/17/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, District Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Chris M. Jacques, AICP, Planning Director

SUBJECT: Reconciliation, North of Pinnacle Peak Road between 68th Drive and 70th Avenue

Purpose:

Discussion and possible action to approve **ORD. 2024-18** to reconcile the assigned Council District identified within the adopted Ordinance 2024-11 corresponding to the City Council action on October 1, 2024 approving the annexation of 0.15 acres of private property located north of Pinnacle Peak Road between approximately 68th Drive and 70th Avenue.

Summary:

Due to an administrative oversight, the property was placed into the Acacia District upon annexation through **ORD. 2024-11**. Given the geographical location of the property, the purpose of **ORD. 2024-18** is to reconcile the assigned Council District for the property described as Assessor's Parcel Number 201-13-006D to the Willow Council District.

Previous Actions/Background:

- On October 1, 2024, the City Council held a public hearing and adopted *Ordinance 2024-11* annexing the subject 0.15 acres into the City of Peoria.

Options:

Approve and affirm the legislative intent to place the property described as Assessor's Parcel Number 201-13-006D within the Willow Council District for purposes of Council Elections.

Staff Recommendation:

ADOPT Ordinance 2024-18 as recommended, reconciling the council district assigned to the property described as 201-13-006D and memorializing its location within the Willow Council.

Fiscal Analysis:

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

ATTACHMENTS:

Exhibit 1 - Ordinance

Contact Name and Number:
Chris M. Jacques, AICP, Planning Director (623) 773-7609
Sarah Dircks, AICP, Senior Planner (623) 773-7514

ORDINANCE NO 2024-18

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA TO RECONCILE THE ASSIGNED COUNCIL DISTRICT ON RECENTLY ANNEXED PROPERTY, FROM THE ACACIA COUNCIL DISTRICT TO CITY OF PEORIA WILLOW COUNCIL DISTRICT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance, and manner provided by law including publication of such in the Peoria Times on August 8, 2024 regarding the annexation of the subject site, and

WHEREAS, the Council of the City of Peoria, Arizona, held a public hearing at its regularly convened meeting of September 3, 2024, to hear the annexation petition request to extend and increase the corporate limits of the City of Peoria to include said territory; and

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

WHEREAS, the Mayor and City Council of the City of Peoria, Arizona at its regularly convened meeting of October 1, 2024 held a second public hearing, and voted to adopt Ordinance 2024-11 to extend and increase the corporate limits of the City of Peoria to include said territory referenced in Exhibit A of this ordinance; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, seek to clarify the language previously adopted through Ordinance 2024-11, to fulfill the legislative intent based on the geographical location of the property, and to place the property in the Willow District for purposes of Council Elections;

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance, and manner provided by law including publication of such in the Peoria Times on October 31, 2024 regarding the reconciliation of the assigned council district, and

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

SECTION 1. The property described in “Exhibit A” herein shall be placed in the Willow District for purposes of Council Elections.

SECTION 2: 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 19th day of November, 2024.

_____
Jason Beck, Mayor

_____
Date signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

Published in: Peoria Times
Publication Date: _____
Effective Date: _____

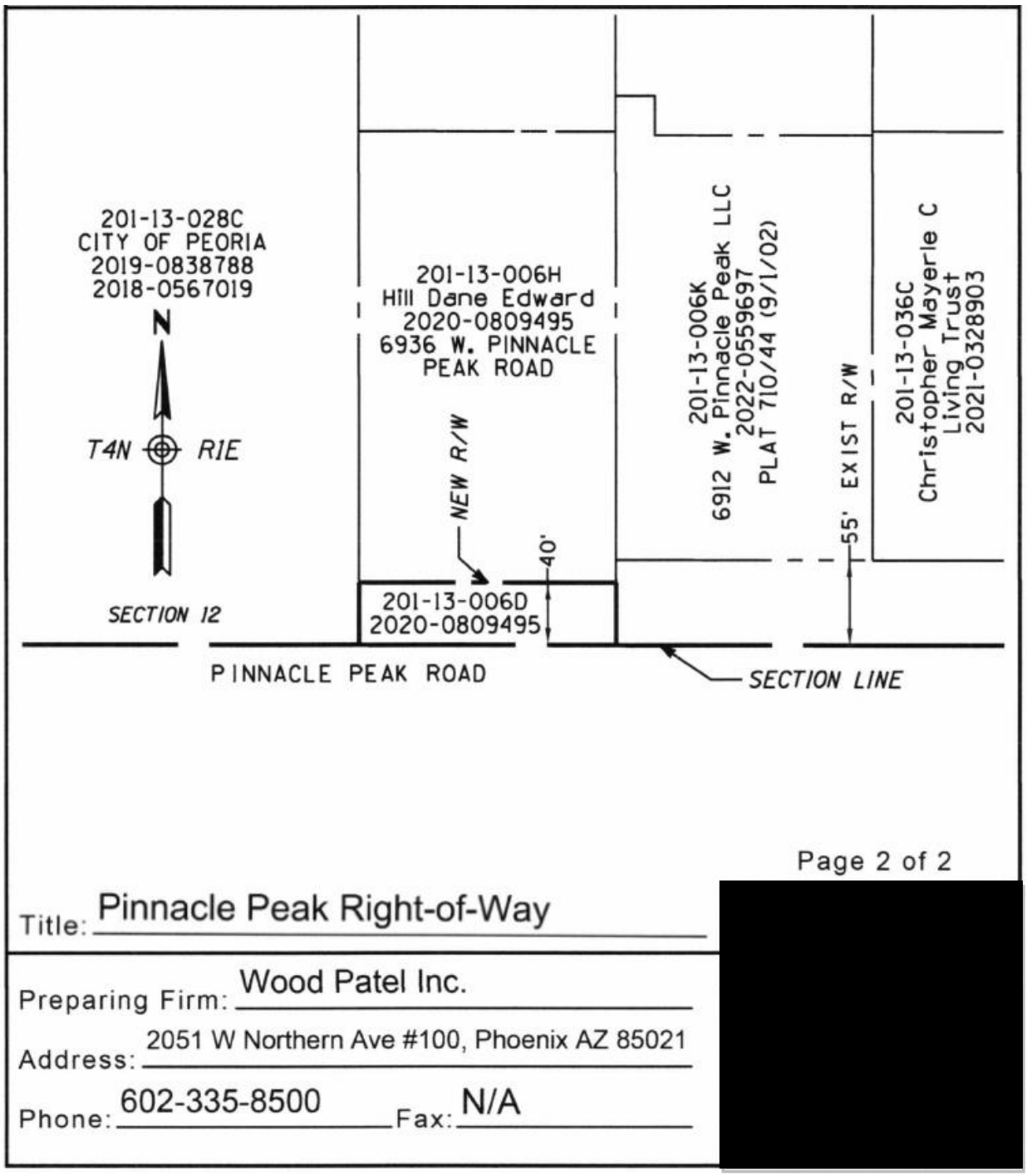
Exhibit A
Legal Description

A portion of land in the City of Peoria, Section 12, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

The south 40.00 feet of the west half of the east half of the southeast quarter of the southwest quarter of the southeast quarter of said Section 12.

Containing approximately 6,700 square feet.

Exhibit A
Parcel Map



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 20C.

Date Prepared: 11/6/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Jeff Curran, P.E., Development and Engineering Director

SUBJECT: Maintenance Improvement District No. MID 1291, Village F at Vistancia Parcel F-9, Westland Road and Garambullo Drive

Purpose:

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2024-85** Intention and ordering the formation of proposed Maintenance Improvement District No. 1291, Village F at Vistancia Parcel F-9, located at Westland Road and Garambullo Drive; and adopt **RES. 2024-86** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

Summary:

The purpose of the Maintenance Improvement District is for the operations, maintenance, repair and improvements to landscaping adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district. Until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, a line item of $0.00 will display on the homeowners' property tax bills.

Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1291, Village F at Vistancia Parcel F-9, located at Westland Road and Garambullo Drive. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2026, the residents will have a line item of $0.00 on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts until such time the Homeowner's Association fails. In accordance with state statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

Previous Actions/Background:

The final plat for Village F at Vistancia Parcel F-9 was approved by the City on September 17, 2024 and recorded with the County.

Staff Recommendation:

Staff recommends the approval of the Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1291, Village F at Vistancia Parcel F-9, located at Westland Road and Garambullo Drive as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

Fiscal Analysis:

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

ATTACHMENTS:

Exhibit 1 Petition for Formation
Exhibit 2 Proposed Resolution of Intention to Create
Exhibit 3 Proposed Resolution Declaring Intention to Order

Contact Name and Number:
Jeff Curran, Development and Engineering Director, 623-773-7249

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

[1291]
MID#

[Village F at Vistancia Parcel F-9]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Sections 48-574 and 48-575, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 12.858 acres and is entirely within the corporate boundaries of the City of Peoria.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.

3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.

4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.

5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;

   (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and

   (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the 16 day of August 2024.

Vistancia Development LLC Print Property Owner Name Chris Reed Print Name 8080 E Gelding Dr, Ste 108, Scottsdale, AZ 85260 [redacted] Signature	Date: 8/16/2024	Property (Tax Parcel Numbers) [redacted]
Print Property Owner Name Print Name Address Signature	Date:	Property (Tax Parcel Numbers)

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By_____
Mayor

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. 2024-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1291, VILLAGE F AT VISTANCIA PARCEL F-9, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

Section 1. Definitions.

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

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

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

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

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

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

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

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

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1291 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

Section 2. Declaration of Intention to Order an Improvement.

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

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

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1291

The Mayor and Council of the City of Peoria, Arizona designate as parkways, those areas set forth on Exhibit "B" Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the Plans and Specifications hereby approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1291.

Section 3. Determination of Need.

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

Section 4. Preparation of Assessment Diagrams.

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

Section 5. Exclusion of Certain Property.

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

Section 6. Officers Not Liable.

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

Section 7. Annual Statement.

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

Section 8. Statutory Authority.

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

Section 9. Delegation of Authority.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19th day of November, 2024.

CITY OF PEORIA, an Arizona municipal corporation

_____
Jason Beck, Mayor

_____
Date Signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

Effective Date: _____

CERTIFICATION OF CITY ENGINEER

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

_____
Jeff Curran, Dev. & Eng. Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2024-85 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on November 19, 2024 and that a quorum was present there and that the vote thereon was _____ ayes and _____ nays. _____ were no vote or absent.

_____
City Clerk, City of Peoria

EXHIBIT
LEGAL DESCRIPTION FOR
MAINTENANCE IMPROVEMENT DISTRICT NO. 1291

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a brass cap flush found for the East quarter corner of said Section 14;

THENCE North 89 deg. 46 min. 02 sec. West, a distance of 1,173.24 feet;

THENCE North 00 deg. 13 min. 58 sec. East, a distance of 65.00 feet;

THENCE North 66 deg. 02 min. 48 sec. East, a distance of 73.05 feet;

THENCE North 76 deg. 57 min. 16 sec. East, a distance of 86.98 feet;

THENCE North 74 deg. 50 min. 23 sec. East, a distance of 139.36 feet;

THENCE South 88 deg. 12 min. 24 sec. East, a distance of 25.47 feet;

THENCE South 11 deg. 39 min. 21 sec. East, a distance of 10.62 feet;

THENCE South 34 deg. 21 min. 33 sec. East, a distance of 27.81 feet;

THENCE South 66 deg. 49 min. 09 sec. East, a distance of 31.96 feet;

THENCE North 89 deg. 49 min. 06 sec. East, a distance of 43.69 feet;

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THENCE North 55 deg. 49 min. 28 sec. East, a distance of 96.22 feet;

THENCE North 15 deg. 24 min. 57 sec. East, a distance of 41.02 feet;

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THENCE North 49 deg. 55 min. 25 sec. East, a distance of 99.15 feet;

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THENCE North 22 deg. 01 min. 17 sec. East, a distance of 85.70 feet;

THENCE North 05 deg. 30 min. 36 sec. West, a distance of 47.23 feet;

THENCE North 06 deg. 52 min. 21 sec. East, a distance of 111.20 feet;

THENCE North 49 deg. 08 min. 31 sec. East, a distance of 129.43 feet to a 5/8" rebar found with a 1-1/2" aluminum cap (no R.L.S. ID);

THENCE North 16 deg. 03 min. 54 sec. East, a distance of 477.17 feet to a U.S. Department of Interior – Bureau of Reclamation brass cap flush found in concrete;

THENCE North 49 deg. 06 min. 30 sec. East, a distance of 274.10 feet;

THENCE South 00 deg. 03 min. 51 sec. West, a distance of 1,316.83 feet to the **POINT OF BEGINNING**, containing 560,092 square feet or 12.858 acres of land, more or less.

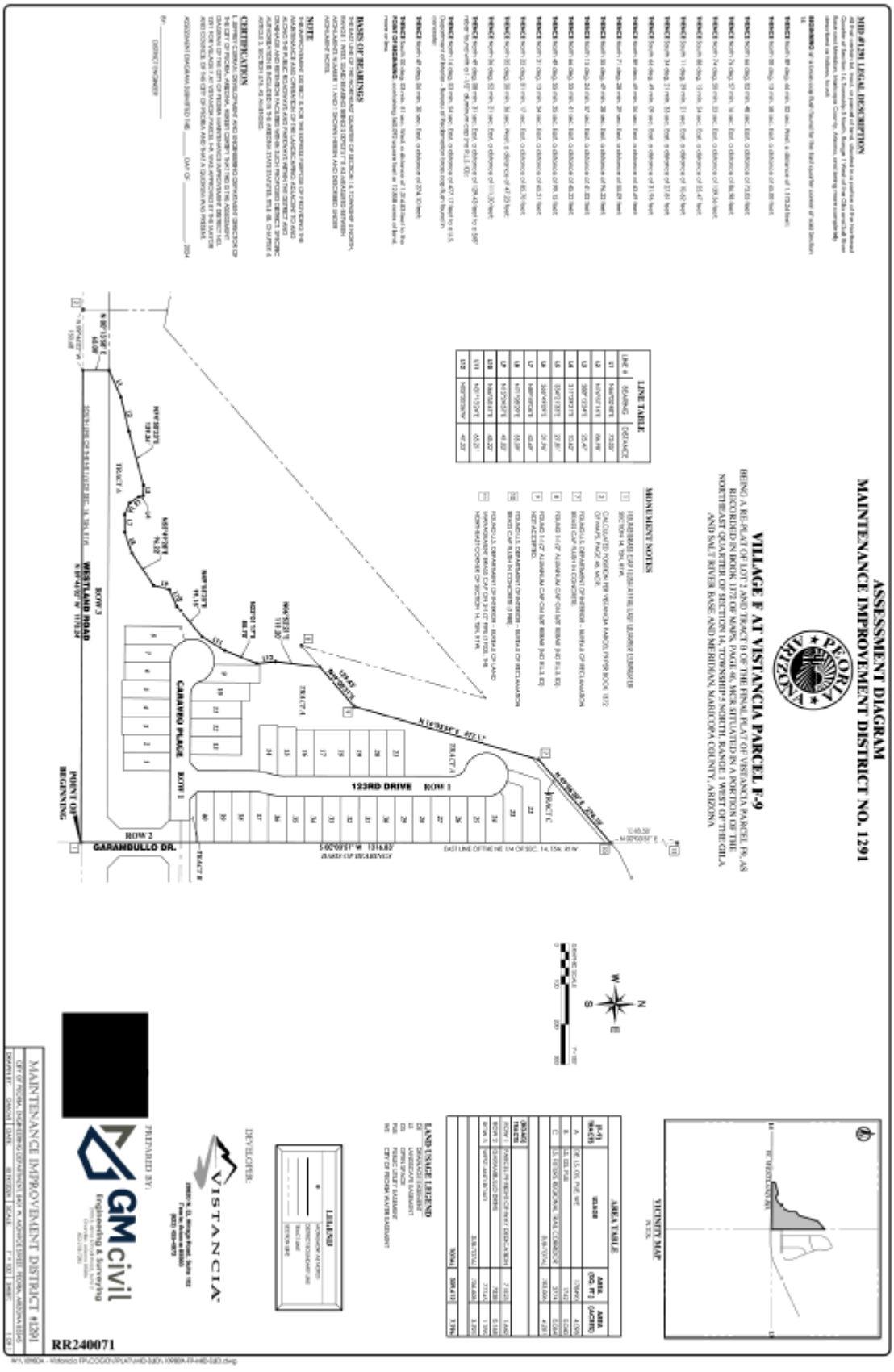


Resolution No. 2024-85

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345


ASSESSMENT DIAGRAM
MAINTENANCE IMPROVEMENT DISTRICT NO. 1291
VILLAGE F AT VISTANCIA PARCEL F-9
MID #1291 LEGAL DESCRIPTION
MONUMENT NOTES
LINE TABLE
AREA TABLE
LAND USAGE LEGEND
LEGEND
VICINITY MAP
WESTLAND ROAD
GARAMBULLO DR.
CARAMBO PLACE
123RD DRIVE
POINT OF BEGINNING
TRACT A
TRACT B
TRACT C
TRACT F-1
TRACT F-2
TRACT F-3
TRACT F-4
TRACT F-5
TRACT F-6
TRACT F-7
TRACT F-8
TRACT F-9
PREPARED BY:
GMcivil
Engineering & Surveying
DEVELOPER:
VISTANCIA
RR240071
MAINTENANCE IMPROVEMENT DISTRICT #1291
CITY OF PEORIA, MARICOPA COUNTY, ARIZONA

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1291, VILLAGE F AT VISTANCIA PARCEL F-9.

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

On the 19th day of November, 2024 the Mayor and Council of the City of Peoria adopted Resolution No. 2024-86; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1291, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Maintenance Improvement District No. 1291 may be obtained by contacting Mr. Jeff Curran, Development & Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this _____ day of _____, 2024.

_____
Jeff Curran, P.E.
Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2024-86

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1291, VILLAGE F AT VISTANCIA PARCEL F-9 PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1291.

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

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels

of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1291 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1291 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1291 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1291.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1291 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the

City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19th day of November, 2024.

CITY OF PEORIA, an Arizona municipal corporation

_____
Jason Beck, Mayor

_____
Date Signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

Effective Date: _____

EXHIBIT
LEGAL DESCRIPTION FOR
MAINTENANCE IMPROVEMENT DISTRICT NO. 1291

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a brass cap flush found for the East quarter corner of said Section 14;

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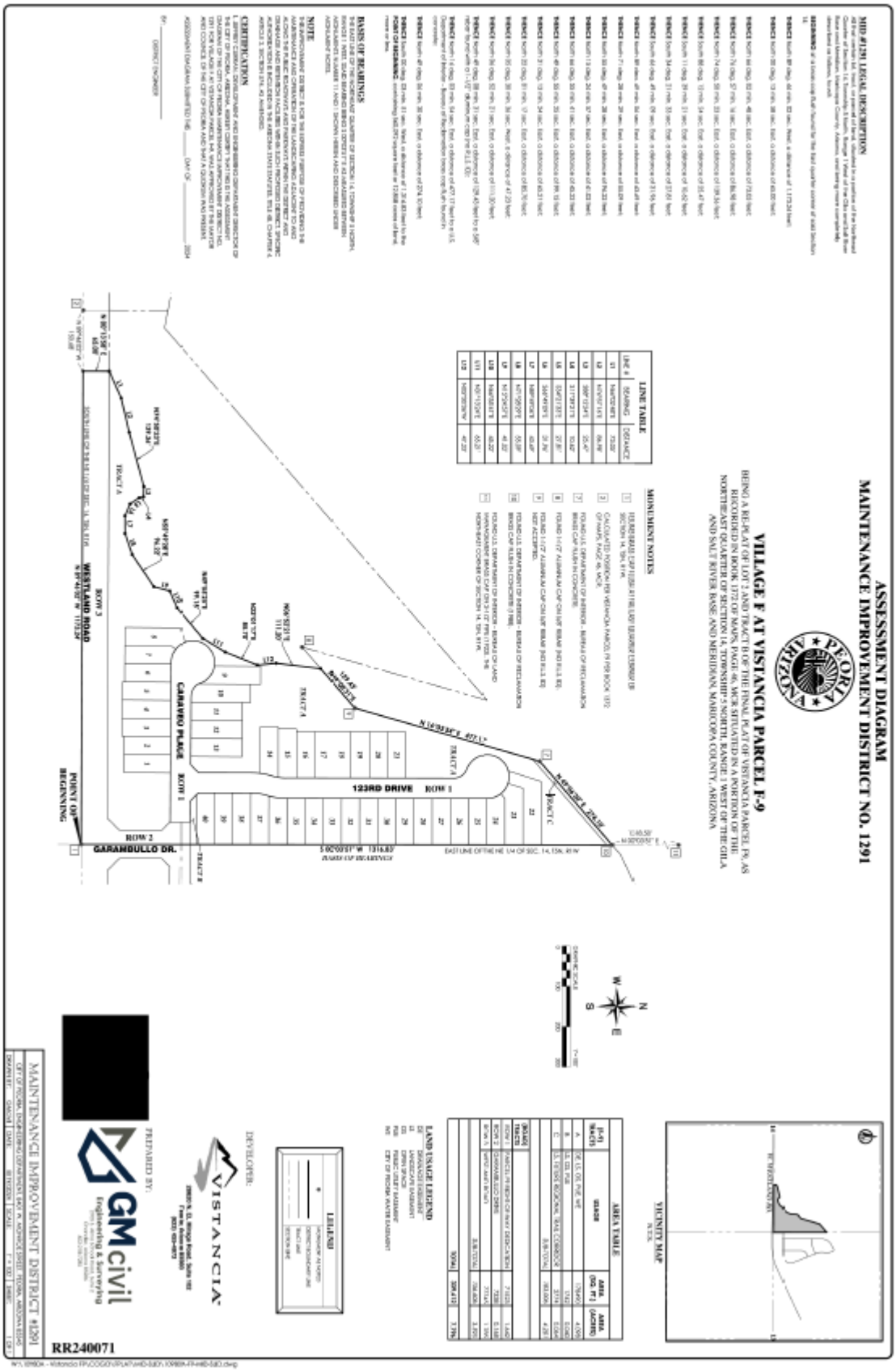


Resolution No. 2024-86

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345


ASSESSMENT DIAGRAM
MAINTENANCE IMPROVEMENT DISTRICT NO. 1291
VILLAGE F AT VISTANCIA PARCEL F-9
MID #1291 LEGAL DESCRIPTION
MONUMENT NOTES
LINE TABLE
AREA TABLE
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WESTLAND ROAD
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POINT OF BEGINNING
TRACT A
TRACT B
TRACT C
TRACT F-1
TRACT F-2
TRACT F-3
TRACT F-4
TRACT F-5
TRACT F-6
TRACT F-7
TRACT F-8
TRACT F-9
PREPARED BY:
GMcivil
Engineering & Surveying
DEVELOPER:
VISTANCIA
RR240071

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 21C.

Date Prepared: 10/22/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Jeff Curran, P.E., Development and Engineering Director

SUBJECT: Maintenance Improvement District No. MID 1294, Village I at Vistancia, Parcel I-1/2, Southeast Corner of Vistancia Boulevard and Twin Buttes Road

Purpose:

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2024-87** Intention and ordering the formation of proposed Maintenance Improvement District No. 1294, Village I at Vistancia, Parcel I-1/2, located at the southeast corner of Vistancia Boulevard and Twin Buttes Road; and adopt **RES. 2024-88** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

Summary:

The purpose of the Maintenance Improvement District is for the operations, maintenance, repair and improvements to landscaping adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district. Until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, a line item of $0.00 will display on the homeowners' property tax bills.

Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1294, Village I at Vistancia, Parcel I-1/2, located at the southeast corner of Vistancia Boulevard and Twin Buttes Road. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2026, the residents will have a line item of $0.00 on their property tax bill for maintenance of the landscape, irrigation and drainage

improvements, located adjacent to and within the public rights-of-way and tracts until such time the Homeowner's Association fails. In accordance with state statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

Previous Actions/Background:

The final plat for Village I at Vistancia, Parcel I-1/2 was approved by the City on October 15, 2024 and recorded with the County.

Staff Recommendation:

Staff recommends the approval of the Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1294, Village I at Vistancia, Parcel I-1/2, located at the southeast corner of Vistancia Boulevard and Twin Buttes Road as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

Fiscal Analysis:

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

ATTACHMENTS:

Exhibit 1: Petition for Formation
Exhibit 2 Proposed Resolution of Intention to Create
Exhibit 3 Proposed Resolution Declaring Intention to Order

Contact Name and Number:
Jeff Curran, Development and Engineering Director, 623-773-7249

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

[1294]
MID#

[Village I at Vistancia, Parcel I-1/2]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Sections 48-574 and 48-575, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 93.124 acres and is entirely within the corporate boundaries of the City of Peoria.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.

3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.

4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.

5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;

   (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and

   (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the 2 day of October 2024.

Vistancia Development LLC Print Property Owner Name Chris Reed Print Name 8080 E Gelding Dr, Ste 108, Scottsdale, AZ 85260 Address [redacted] Signature	Date: 10/2/2024	Property (Tax Parcel Numbers) [redacted]
Print Property Owner Name Print Name Address Signature	Date:	Property (Tax Parcel Numbers)

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By_____
Mayor

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. 2024-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1294, VILLAGE I AT VISTANCIA, PARCEL I-1/2, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

Section 1. Definitions.

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

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

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

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

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

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

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

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

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1294 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

Section 2. Declaration of Intention to Order an Improvement.

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

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

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1294

The Mayor and Council of the City of Peoria, Arizona designate as parkways, those areas set forth on Exhibit "B" Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the Plans and Specifications hereby approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1294.

Section 3. Determination of Need.

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

Section 4. Preparation of Assessment Diagrams.

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

Section 5. Exclusion of Certain Property.

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

Section 6. Officers Not Liable.

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

Section 7. Annual Statement.

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

Section 8. Statutory Authority.

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

Section 9. Delegation of Authority.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19th day of November, 2024.

CITY OF PEORIA, an Arizona municipal corporation

_____
Jason Beck, Mayor

_____
Date Signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

Effective Date: _____

CERTIFICATION OF CITY ENGINEER

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

_____
Jeff Curran, Dev. & Eng. Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2024-87 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on 19th day of November, 2024 and that a quorum was present there and that the vote thereon was _____ ayes and _____ nays. _____ were no vote or absent.

_____
City Clerk, City of Peoria

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 11, and the Northwest Quarter of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a 1" iron pipe with a GLO cap stamped "1922 S. 14, 15-1/4" for the West quarter corner of said Section 14.

THENCE North 00 deg. 15 min. 43 sec. East, a distance of 1,556.88 feet;

THENCE South 89 deg. 44 min. 17 sec. East, a distance of 73.42 feet, to a Point of Curvature of a circular curve to the right, having a radius of 2,500.00 feet, a central angle of 15 deg. 37 min. 07 sec., and being subtended by a chord which bears North 01 deg. 53 min. 28 sec. East – 679.38 feet, said point also being the **TRUE POINT OF BEGINNING**;

THENCE in a northerly direction along said curve to the right, a distance of 681.49 feet;

THENCE North 09 deg. 42 min. 01 sec. East tangent to said curve, a distance of 252.03 feet to a Point of Curvature of a circular curve to the left, having a radius of 1,247.68 feet, a central angle of 04 deg. 49 min. 02 sec., and being subtended by a chord which bears North 07 deg. 17 min. 30 sec. East - 104.87 feet;

THENCE in a northerly direction along said curve to the left, a distance of 104.90 feet;

THENCE South 89 deg. 25 min. 58 sec. East non-tangent to said curve, a distance of 134.87 feet to a Point of Curvature of a circular curve to the left, having a radius of 600.00 feet, a central angle of 56 deg. 04 min. 18 sec., and being subtended by a chord which bears North 62 deg. 31 min. 53 sec. East - 564.03 feet;

THENCE in a northeasterly direction along said curve to the left, a distance of 587.18 feet;

THENCE North 34 deg. 29 min. 44 sec. East tangent to said curve, a distance of 969.32 feet;

THENCE South 55 deg. 30 min. 16 sec. East, a distance of 35.00 feet;

THENCE North 34 deg. 29 min. 44 sec. East, a distance of 66.65 feet;

THENCE South 55 deg. 30 min. 16 sec. East, a distance of 307.60 feet;

THENCE South 39 deg. 46 min. 52 sec. East, a distance of 53.87 feet;

THENCE South 30 deg. 11 min. 30 sec. East, a distance of 304.48 feet;

THENCE South 16 deg. 00 min. 21 sec. East, a distance of 302.01 feet;

THENCE South 27 deg. 36 min. 09 sec. West, a distance of 156.18 feet;

THENCE South 21 deg. 07 min. 44 sec. East, a distance of 329.30 feet;

THENCE South 53 deg. 35 min. 21 sec. East, a distance of 174.84 feet;

THENCE South 11 deg. 14 min. 53 sec. East, a distance of 138.02 feet;

THENCE South 19 deg. 07 min. 51 sec. West, a distance of 510.14 feet;

THENCE South 21 deg. 13 min. 33 sec. East, a distance of 350.93 feet;

THENCE South 63 deg. 46 min. 33 sec. East, a distance of 297.07 feet;

THENCE South 18 deg. 16 min. 23 sec. East, a distance of 284.17 feet;

THENCE South 11 deg. 01 min. 53 sec. West, a distance of 270.40 feet;

THENCE North 78 deg. 58 min. 07 sec. West, a distance of 1,610.70 feet;

THENCE North 11 deg. 02 min. 26 sec. East, a distance of 99.99 feet;

THENCE North 78 deg. 57 min. 34 sec. West, a distance of 200.38 feet;

THENCE South 11 deg. 02 min. 26 sec. West, a distance of 99.99 feet;

THENCE North 78 deg. 57 min. 34 sec. West, a distance of 147.66 feet;

THENCE North 11 deg. 02 min. 26 sec. East, a distance of 74.65 feet;

THENCE North 00 deg. 00 min. 00 sec. East, a distance of 103.32 feet;

THENCE South 90 deg. 00 min. 00 sec. West, a distance of 75.06 feet;

THENCE North 30 deg. 35 min. 24 sec. West, a distance of 78.54 feet;

THENCE North 52 deg. 27 min. 19 sec. West, a distance of 68.96 feet;

THENCE North 37 deg. 25 min. 29 sec. West, a distance of 29.73 feet;

THENCE North 11 deg. 28 min. 04 sec. West, a distance of 66.50 feet;

THENCE North 36 deg. 01 min. 32 sec. West, a distance of 54.08 feet;

THENCE North 65 deg. 31 min. 41 sec. West, a distance of 61.90 feet;

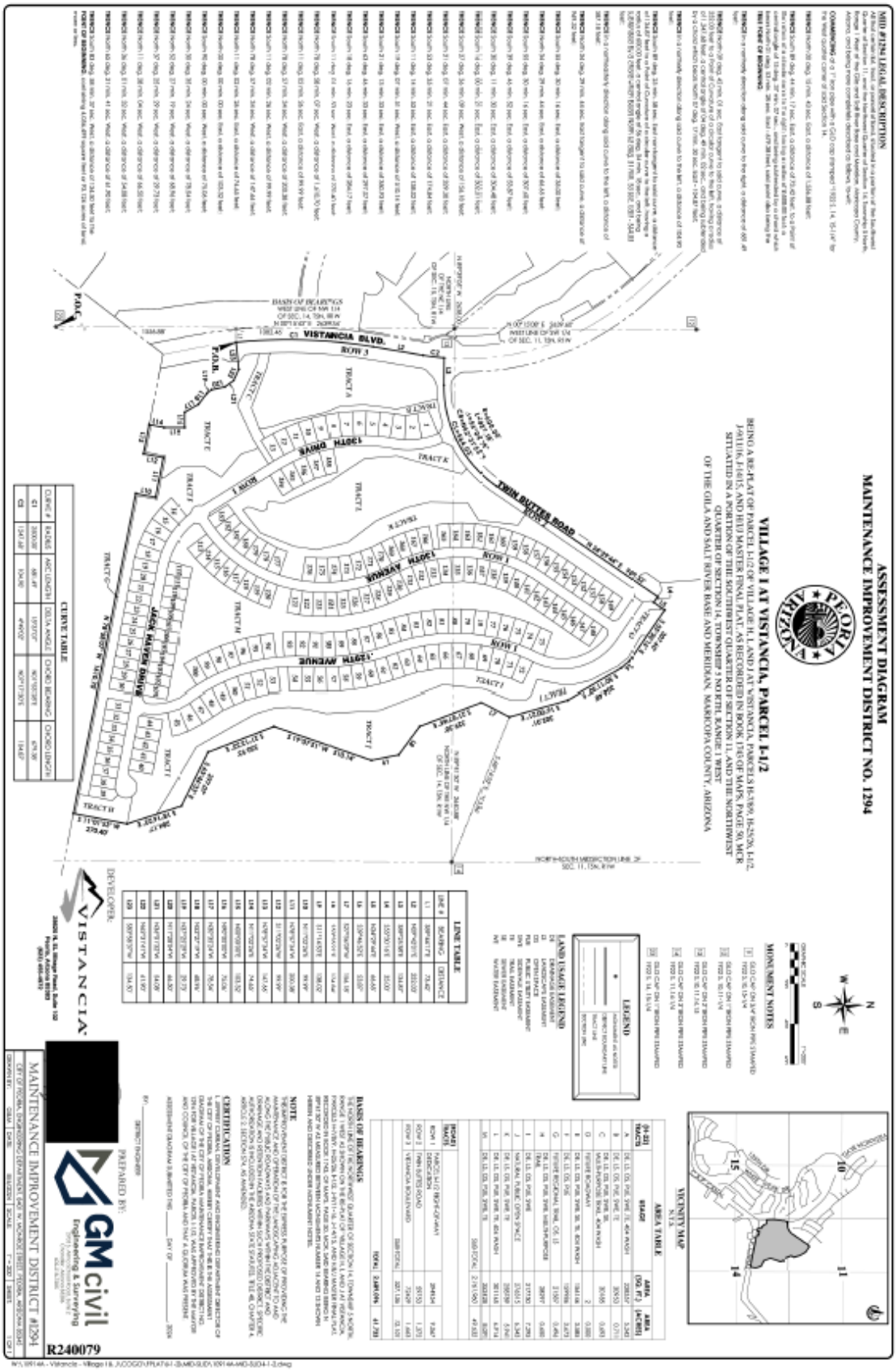
THENCE South 83 deg. 58 min. 37 sec. West, a distance of 134.50 feet to the **POINT OF BEGINNING**, containing 4,056,499 square feet or 93.124 acres of land, more or less.

Resolution No. 2024-87

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345


ASSESSMENT DIAGRAM
MAINTENANCE IMPROVEMENT DISTRICT NO. 1294
VILLAGE I AT VISTANCIA, PARCEL I-1/2
MID #1294 LEGAL DESCRIPTION
MONUMENT NOTES
LEGEND
LAND USAGE LEGEND
VICINITY MAP
AREA TABLE
BASIS OF BEARINGS
NOTE
CERTIFICATION
DEVELOPER:
VISTANCIA
PREPARED BY:
GMcivil
Engineering & Surveying
MAINTENANCE IMPROVEMENT DISTRICT #1294
R240079

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1294, VILLAGE I AT VISTANCIA, PARCEL I-1/2.

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

On the 19th day of November, 2024 the Mayor and Council of the City of Peoria adopted Resolution No. 2024-88; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1294, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Maintenance Improvement District No. 1294 may be obtained by contacting Mr. Jeff Curran, Development & Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this _____ day of _____, 2024.

_____
Jeff Curran, P.E.
Superintendent of Streets
City of Peoria, Arizona

RESOLUTION NO. 2024-88

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1294, VILLAGE I AT VISTANCIA, PARCEL I-1/2 PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1294.

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

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels

of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1294 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1294 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1294 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1294.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1294 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the

City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19th day of November, 2024.

CITY OF PEORIA, an Arizona municipal corporation

_____
Jason Beck, Mayor

_____
Date Signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

Effective Date: _____

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 11, and the Northwest Quarter of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a 1" iron pipe with a GLO cap stamped "1922 S. 14, 15-1/4" for the West quarter corner of said Section 14.

THENCE North 00 deg. 15 min. 43 sec. East, a distance of 1,556.88 feet;

THENCE South 89 deg. 44 min. 17 sec. East, a distance of 73.42 feet, to a Point of Curvature of a circular curve to the right, having a radius of 2,500.00 feet, a central angle of 15 deg. 37 min. 07 sec., and being subtended by a chord which bears North 01 deg. 53 min. 28 sec. East – 679.38 feet, said point also being the **TRUE POINT OF BEGINNING**;

THENCE in a northerly direction along said curve to the right, a distance of 681.49 feet;

THENCE North 09 deg. 42 min. 01 sec. East tangent to said curve, a distance of 252.03 feet to a Point of Curvature of a circular curve to the left, having a radius of 1,247.68 feet, a central angle of 04 deg. 49 min. 02 sec., and being subtended by a chord which bears North 07 deg. 17 min. 30 sec. East - 104.87 feet;

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THENCE South 89 deg. 25 min. 58 sec. East non-tangent to said curve, a distance of 134.87 feet to a Point of Curvature of a circular curve to the left, having a radius of 600.00 feet, a central angle of 56 deg. 04 min. 18 sec., and being subtended by a chord which bears North 62 deg. 31 min. 53 sec. East - 564.03 feet;

THENCE in a northeasterly direction along said curve to the left, a distance of 587.18 feet;

THENCE North 34 deg. 29 min. 44 sec. East tangent to said curve, a distance of 969.32 feet;

THENCE South 55 deg. 30 min. 16 sec. East, a distance of 35.00 feet;

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THENCE North 11 deg. 28 min. 04 sec. West, a distance of 66.50 feet;

THENCE North 36 deg. 01 min. 32 sec. West, a distance of 54.08 feet;

THENCE North 65 deg. 31 min. 41 sec. West, a distance of 61.90 feet;

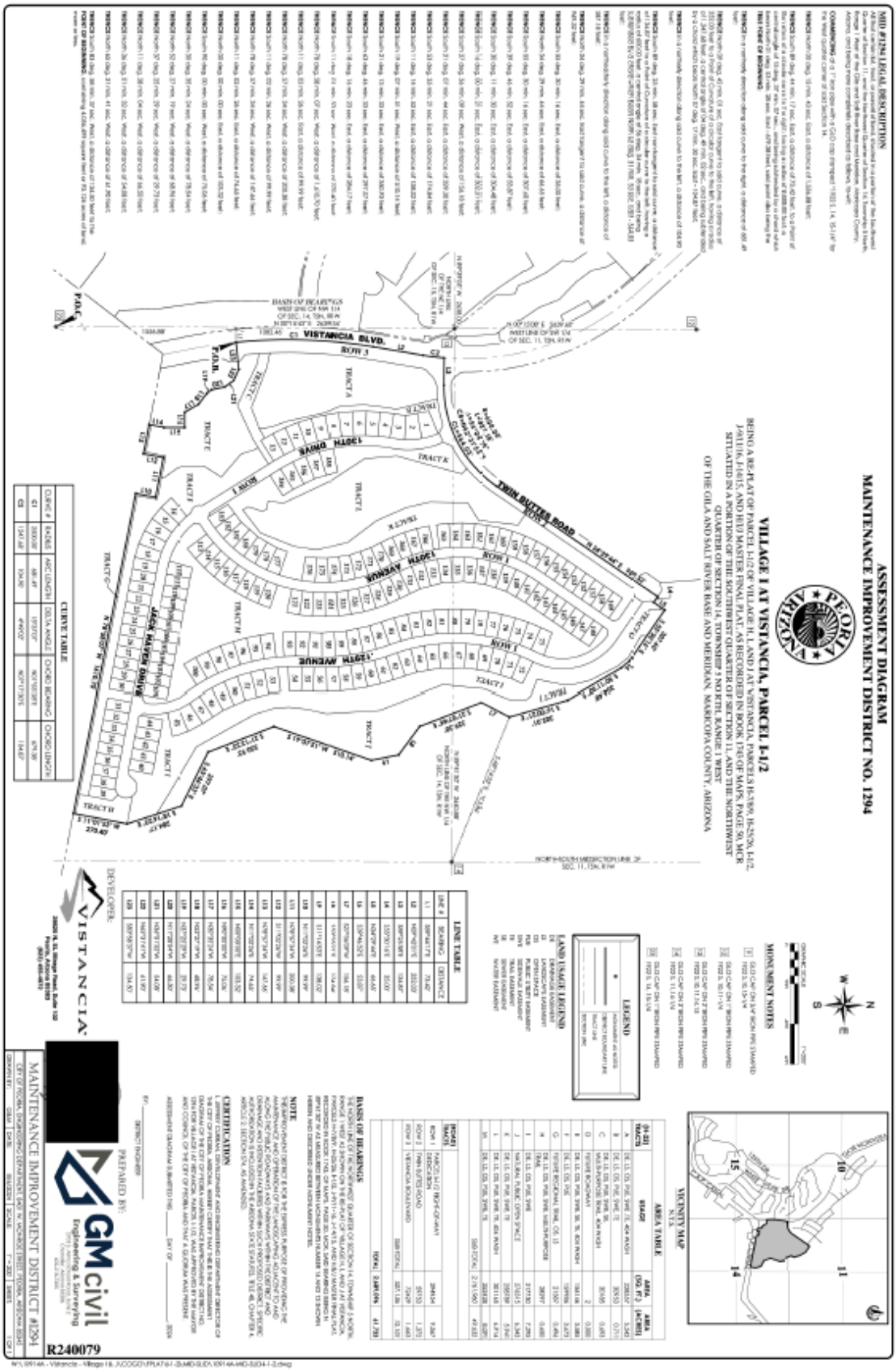
THENCE South 83 deg. 58 min. 37 sec. West, a distance of 134.50 feet to the **POINT OF BEGINNING**, containing 4,056,499 square feet or 93.124 acres of land, more or less.

Resolution No. 2024-88

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345


ASSESSMENT DIAGRAM
MAINTENANCE IMPROVEMENT DISTRICT NO. 1294
VILLAGE I AT VISTANCIA, PARCEL I-1/2
MID #1294 LEGAL DESCRIPTION
MONUMENT NOTES
LEGEND
LAND USAGE LEGEND
VICINITY MAP
AREA TABLE
LINE TABLE
CURVE TABLE
BASIS OF BEARINGS
NOTE
CERTIFICATION
MAINTENANCE IMPROVEMENT DISTRICT #1294
PREPARED BY:
GMcivil
Engineering & Surveying
VISTANCIA
DEVELOPER:
R240079

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 22C.

Date Prepared: 11/6/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Jeff Curran, P.E., Development and Engineering Director

SUBJECT: Street Light Improvement District No. 1189, Village F at Vistancia Parcel F-9, Westland Road and Garambullo Drive

Purpose:

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2024-89** intention and ordering the formation of proposed Street Light Improvement District No. 1189, Village F at Vistancia Parcel F-9, located at Westland Road and Garambullo Drive; and adopt **RES. 2024-90** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

Summary:

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

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1189, Village F at Vistancia Parcel F-9, located at Westland Road and Garambullo Drive. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then immediately adopt a Resolution Ordering the improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2026, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. In accordance with state statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

Previous Actions/Background:

The final plat for Village F at Vistancia Parcel F-9 was approved by the Council on November 19,

2024.

Staff Recommendation:

Staff recommends for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1189, Village F at Vistancia Parcel F-9, located at Westland Road and Garambullo Drive, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and street light plans must be approved by the City of Peoria (City) prior to recordation of the Street Light Improvement District.

2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Street Light Improvement District.

3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

Fiscal Analysis:

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

ATTACHMENTS:

Exhibit 1 Petition for Formation
Exhibit 2 Proposed Resolution of Intention
Exhibit 3 Proposed Resolution Ordering the Improvements

Contact Name and Number:
Jeff Curran, Development & Engineering Director, 623-773-7249

EXHIBIT
LEGAL DESCRIPTION FOR
STREET LIGHT IMPROVEMENT DISTRICT NO. 1189

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a brass cap flush found for the East quarter corner of said Section 14;

THENCE North 89 deg. 46 min. 02 sec. West, a distance of 1,173.24 feet;

THENCE North 00 deg. 13 min. 58 sec. East, a distance of 65.00 feet;

THENCE North 66 deg. 02 min. 48 sec. East, a distance of 73.05 feet;

THENCE North 76 deg. 57 min. 16 sec. East, a distance of 86.98 feet;

THENCE North 74 deg. 50 min. 23 sec. East, a distance of 139.36 feet;

THENCE South 88 deg. 12 min. 24 sec. East, a distance of 25.47 feet;

THENCE South 11 deg. 39 min. 21 sec. East, a distance of 10.62 feet;

THENCE South 34 deg. 21 min. 33 sec. East, a distance of 27.81 feet;

THENCE South 66 deg. 49 min. 09 sec. East, a distance of 31.96 feet;

THENCE North 89 deg. 49 min. 06 sec. East, a distance of 43.69 feet;

THENCE North 71 deg. 28 min. 29 sec. East, a distance of 55.09 feet;

THENCE North 55 deg. 49 min. 28 sec. East, a distance of 96.22 feet;

THENCE North 15 deg. 24 min. 57 sec. East, a distance of 41.02 feet;

THENCE North 66 deg. 55 min. 41 sec. East, a distance of 45.22 feet;

THENCE North 49 deg. 55 min. 25 sec. East, a distance of 99.15 feet;

THENCE North 31 deg. 13 min. 24 sec. East, a distance of 65.21 feet;

THENCE North 22 deg. 01 min. 17 sec. East, a distance of 85.70 feet;

THENCE North 05 deg. 30 min. 36 sec. West, a distance of 47.23 feet;

THENCE North 06 deg. 52 min. 21 sec. East, a distance of 111.20 feet;

THENCE North 49 deg. 08 min. 31 sec. East, a distance of 129.43 feet to a 5/8" rebar found with a 1-1/2" aluminum cap (no R.L.S. ID);

THENCE North 16 deg. 03 min. 54 sec. East, a distance of 477.17 feet to a U.S. Department of Interior – Bureau of Reclamation brass cap flush found in concrete;

THENCE North 49 deg. 06 min. 30 sec. East, a distance of 274.10 feet;

THENCE South 00 deg. 03 min. 51 sec. West, a distance of 1,316.83 feet to the **POINT OF BEGINNING**, containing 560,092 square feet or 12.858 acres of land, more or less.



RESOLUTION NO. 2024-89

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1189, VILLAGE F AT VISTANCIA PARCEL F-9; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

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

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

SECTION 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the purchase of electricity be

chargeable upon a district to be known and designated as the City of Peoria Streetlight Improvement District No. 1189 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the purchase of electricity for streetlights to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1189 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1189 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1189.

SECTION 3. The costs and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Streetlight Improvement District No. 1189 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19th day of November, 2024.

CITY OF PEORIA, an Arizona municipal corporation

_____
Jason Beck, Mayor

_____
Date Signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

Effective Date: _____

EXHIBIT
LEGAL DESCRIPTION FOR
STREET LIGHT IMPROVEMENT DISTRICT NO. 1189

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a brass cap flush found for the East quarter corner of said Section 14;

THENCE North 89 deg. 46 min. 02 sec. West, a distance of 1,173.24 feet;

THENCE North 00 deg. 13 min. 58 sec. East, a distance of 65.00 feet;

THENCE North 66 deg. 02 min. 48 sec. East, a distance of 73.05 feet;

THENCE North 76 deg. 57 min. 16 sec. East, a distance of 86.98 feet;

THENCE North 74 deg. 50 min. 23 sec. East, a distance of 139.36 feet;

THENCE South 88 deg. 12 min. 24 sec. East, a distance of 25.47 feet;

THENCE South 11 deg. 39 min. 21 sec. East, a distance of 10.62 feet;

THENCE South 34 deg. 21 min. 33 sec. East, a distance of 27.81 feet;

THENCE South 66 deg. 49 min. 09 sec. East, a distance of 31.96 feet;

THENCE North 89 deg. 49 min. 06 sec. East, a distance of 43.69 feet;

THENCE North 71 deg. 28 min. 29 sec. East, a distance of 55.09 feet;

THENCE North 55 deg. 49 min. 28 sec. East, a distance of 96.22 feet;

THENCE North 15 deg. 24 min. 57 sec. East, a distance of 41.02 feet;

THENCE North 66 deg. 55 min. 41 sec. East, a distance of 45.22 feet;

THENCE North 49 deg. 55 min. 25 sec. East, a distance of 99.15 feet;

THENCE North 31 deg. 13 min. 24 sec. East, a distance of 65.21 feet;

THENCE North 22 deg. 01 min. 17 sec. East, a distance of 85.70 feet;

THENCE North 05 deg. 30 min. 36 sec. West, a distance of 47.23 feet;

THENCE North 06 deg. 52 min. 21 sec. East, a distance of 111.20 feet;

THENCE North 49 deg. 08 min. 31 sec. East, a distance of 129.43 feet to a 5/8" rebar found with a 1-1/2" aluminum cap (no R.L.S. ID);

THENCE North 16 deg. 03 min. 54 sec. East, a distance of 477.17 feet to a U.S. Department of Interior – Bureau of Reclamation brass cap flush found in concrete;

THENCE North 49 deg. 06 min. 30 sec. East, a distance of 274.10 feet;

THENCE South 00 deg. 03 min. 51 sec. West, a distance of 1,316.83 feet to the **POINT OF BEGINNING**, containing 560,092 square feet or 12.858 acres of land, more or less.

[redacted]

Resolution No. 2024-89

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT NO. 1189
VILLAGE F AT VISTANCIA PARCEL F-9
BEING A RE-PLAT OF LOT 2 AND TRACT B OF THE FINAL PLAT OF VISTANCIA PARCEL F9, AS RECORDED IN BOOK 1373 OF MAPS, PAGE 46, MCR, SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
MONUMENT NOTES
LINE TABLE
CURVE TABLE
CARAVEO PLACE
123RD DRIVE
GARAMBULLO DR.
WESTLAND ROAD
POINT OF BEGINNING
TRACT C
TRACT B
BASIS OF BEARINGS
VICINITY MAP
LEGEND
VISTANCIA
DEVELOPER:
PREPARED BY:
GMcivil
Engineering & Surveying
RR240071
STREET LIGHT IMPROVEMENT DISTRICT #1189

RESOLUTION NO. 2024-90

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1189, VILLAGE F AT VISTANCIA PARCEL F-9 PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 19th day of November, 2024, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2024-89, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1189; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2024-89 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2024-89, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1)

inch in height. Said notices stated the fact of the passage of said Resolution of Intention No. 2024-89 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2024-89 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

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

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2024-89; and

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

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

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2024-89 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

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

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

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 19th day of November, 2024, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19th day of November, 2024.

CITY OF PEORIA, an Arizona municipal corporation

_____
Jason Beck, Mayor

_____
Date Signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

Effective Date: _____

EXHIBIT
LEGAL DESCRIPTION FOR
STREET LIGHT IMPROVEMENT DISTRICT NO. 1189

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a brass cap flush found for the East quarter corner of said Section 14;

THENCE North 89 deg. 46 min. 02 sec. West, a distance of 1,173.24 feet;

THENCE North 00 deg. 13 min. 58 sec. East, a distance of 65.00 feet;

THENCE North 66 deg. 02 min. 48 sec. East, a distance of 73.05 feet;

THENCE North 76 deg. 57 min. 16 sec. East, a distance of 86.98 feet;

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THENCE South 88 deg. 12 min. 24 sec. East, a distance of 25.47 feet;

THENCE South 11 deg. 39 min. 21 sec. East, a distance of 10.62 feet;

THENCE South 34 deg. 21 min. 33 sec. East, a distance of 27.81 feet;

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THENCE North 16 deg. 03 min. 54 sec. East, a distance of 477.17 feet to a U.S. Department of Interior – Bureau of Reclamation brass cap flush found in concrete;

THENCE North 49 deg. 06 min. 30 sec. East, a distance of 274.10 feet;

THENCE South 00 deg. 03 min. 51 sec. West, a distance of 1,316.83 feet to the **POINT OF BEGINNING**, containing 560,092 square feet or 12.858 acres of land, more or less.

[redacted]

Resolution No. 2024-90

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345

ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT NO. 1189
VILLAGE F AT VISTANCIA PARCEL F-9
BEING A RE-PLAT OF LOT 2 AND TRACT B OF THE FINAL PLAT OF VISTANCIA PARCEL F9, AS RECORDED IN BOOK 1372 OF MAPS, PAGE 46, MCR, SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
MONUMENT NOTES
LINE TABLE
CARAVEO PLACE
123RD DRIVE
GARAMBULSO DR.
WESTLAND ROAD
POINT OF BEGINNING
TRACT C
TRACT D
BASIS OF BEARINGS
VICINITY MAP
LEGEND
VISTANCIA
GMcivil
Engineering & Surveying
RR240071
STREET LIGHT IMPROVEMENT DISTRICT #1189
PREPARED BY:
DEVELOPER:

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1189, VILLAGE F AT VISTANCIA PARCEL F-9.

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

On the 19th day of November, 2024, the Mayor and Council of the City of Peoria adopted Resolution No. 2024-90; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1189, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Streetlight Improvement District No. 1189 may be obtained by contacting Mr. Jeff Curan, Development & Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this _____ day of _____, 2024.

_____
Jeff Curan, P.E.
Superintendent of Streets
City of Peoria, Arizona

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 23C.

Date Prepared: 10/23/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Jeff Curran, P.E., Development and Engineering Director

SUBJECT: Street Light Improvement District No. 1192, Village I at Vistancia, Parcel I-1/2, Southeast Corner of Vistancia Boulevard and Twin Buttes Road

Purpose:

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2024-91** intention and ordering the formation of proposed Street Light Improvement District No. 1192, Village I at Vistancia, Parcel I-1/2, located at the southeast corner of Vistancia Boulevard and Twin Buttes Road; and adopt **RES. 2024-92** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

Summary:

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

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1192, Village I at Vistancia, Parcel I-1/2, located at the southeast corner of Vistancia Boulevard and Twin Buttes Road. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then immediately adopt a Resolution Ordering the improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2026, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. In accordance with state statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

Previous Actions/Background:

The final plat for Village I at Vistancia, Parcel I-1/2 was approved by the Council on October 15, 2024.

Staff Recommendation:

Staff recommends for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1192, Village I at Vistancia, Parcel I-1/2, located at the southeast corner of Vistancia Boulevard and Twin Buttes Road, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

Fiscal Analysis:

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

ATTACHMENTS:

Exhibit 1: Petition for Formation
Exhibit 2 Proposed Resolution of Intention
Exhibit 3 Proposed Resolution Ordering the Improvements

Contact Name and Number:
Jeff Curran, Development & Engineering Director, 623-773-7249

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

[1192]
SLID#

[Village I at Vistancia, Parcel I-1/2]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A", which is attached hereto and incorporated herein by reference. The proposed district consists of 93.124 acres and is entirely within the corporate boundaries of the City of Peoria.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.

3. Purpose. The district is proposed to be formed for the purpose of the purchase of electricity for lighting the streets and public parks within the proposed district.

4. Public Convenience and Necessity. The necessity for the proposed district is the purchase of electricity for lighting the streets and public parks within the proposed district by the levying of special assessments in the proposed district.

5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;

   (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work;

   (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the 2 day of October 20 24.

	Date:	Property (Tax Parcel Numbers)
Vistancia Development LLC Print Property Owner Name Chris Reed Print Name 8080 E Gelding Dr, Ste 108, Scottsdale, AZ 85260 Address [redacted] Signature	10/2/2024	[redacted]
Print Property Owner Name Print Name Address Signature		

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By_____
Mayor

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. 2024-91

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1192, VILLAGE I AT VISTANCIA, PARCEL I-1/2; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

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

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

SECTION 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the purchase of electricity be

chargeable upon a district to be known and designated as the City of Peoria Streetlight Improvement District No. 1192 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the purchase of electricity for streetlights to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1192 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1192 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1192.

SECTION 3. The costs and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Streetlight Improvement District No. 1192 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19th day of November, 2024.

CITY OF PEORIA, an Arizona municipal corporation

_____
Jason Beck, Mayor

_____
Date Signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

Effective Date: _____

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 11, and the Northwest Quarter of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a 1" iron pipe with a GLO cap stamped "1922 S. 14, 15-1/4" for the West quarter corner of said Section 14.

THENCE North 00 deg. 15 min. 43 sec. East, a distance of 1,556.88 feet;

THENCE South 89 deg. 44 min. 17 sec. East, a distance of 73.42 feet, to a Point of Curvature of a circular curve to the right, having a radius of 2,500.00 feet, a central angle of 15 deg. 37 min. 07 sec., and being subtended by a chord which bears North 01 deg. 53 min. 28 sec. East – 679.38 feet, said point also being the **TRUE POINT OF BEGINNING**;

THENCE in a northerly direction along said curve to the right, a distance of 681.49 feet;

THENCE North 09 deg. 42 min. 01 sec. East tangent to said curve, a distance of 252.03 feet to a Point of Curvature of a circular curve to the left, having a radius of 1,247.68 feet, a central angle of 04 deg. 49 min. 02 sec., and being subtended by a chord which bears North 07 deg. 17 min. 30 sec. East - 104.87 feet;

THENCE in a northerly direction along said curve to the left, a distance of 104.90 feet;

THENCE South 89 deg. 25 min. 58 sec. East non-tangent to said curve, a distance of 134.87 feet to a Point of Curvature of a circular curve to the left, having a radius of 600.00 feet, a central angle of 56 deg. 04 min. 18 sec., and being subtended by a chord which bears North 62 deg. 31 min. 53 sec. East - 564.03 feet;

THENCE in a northeasterly direction along said curve to the left, a distance of 587.18 feet;

THENCE North 34 deg. 29 min. 44 sec. East tangent to said curve, a distance of 969.32 feet;

THENCE South 55 deg. 30 min. 16 sec. East, a distance of 35.00 feet;

THENCE North 34 deg. 29 min. 44 sec. East, a distance of 66.65 feet;

THENCE South 55 deg. 30 min. 16 sec. East, a distance of 307.60 feet;

THENCE South 39 deg. 46 min. 52 sec. East, a distance of 53.87 feet;

THENCE South 30 deg. 11 min. 30 sec. East, a distance of 304.48 feet;

THENCE South 16 deg. 00 min. 21 sec. East, a distance of 302.01 feet;

THENCE South 27 deg. 36 min. 09 sec. West, a distance of 156.18 feet;

THENCE South 21 deg. 07 min. 44 sec. East, a distance of 329.30 feet;

THENCE South 53 deg. 35 min. 21 sec. East, a distance of 174.84 feet;

THENCE South 11 deg. 14 min. 53 sec. East, a distance of 138.02 feet;

THENCE South 19 deg. 07 min. 51 sec. West, a distance of 510.14 feet;

THENCE South 21 deg. 13 min. 33 sec. East, a distance of 350.93 feet;

THENCE South 63 deg. 46 min. 33 sec. East, a distance of 297.07 feet;

THENCE South 18 deg. 16 min. 23 sec. East, a distance of 284.17 feet;

THENCE South 11 deg. 01 min. 53 sec. West, a distance of 270.40 feet;

THENCE North 78 deg. 58 min. 07 sec. West, a distance of 1,610.70 feet;

THENCE North 11 deg. 02 min. 26 sec. East, a distance of 99.99 feet;

THENCE North 78 deg. 57 min. 34 sec. West, a distance of 200.38 feet;

THENCE South 11 deg. 02 min. 26 sec. West, a distance of 99.99 feet;

THENCE North 78 deg. 57 min. 34 sec. West, a distance of 147.66 feet;

THENCE North 11 deg. 02 min. 26 sec. East, a distance of 74.65 feet;

THENCE North 00 deg. 00 min. 00 sec. East, a distance of 103.32 feet;

THENCE South 90 deg. 00 min. 00 sec. West, a distance of 75.06 feet;

THENCE North 30 deg. 35 min. 24 sec. West, a distance of 78.54 feet;

THENCE North 52 deg. 27 min. 19 sec. West, a distance of 68.96 feet;

THENCE North 37 deg. 25 min. 29 sec. West, a distance of 29.73 feet;

THENCE North 11 deg. 28 min. 04 sec. West, a distance of 66.50 feet;

THENCE North 36 deg. 01 min. 32 sec. West, a distance of 54.08 feet;

THENCE North 65 deg. 31 min. 41 sec. West, a distance of 61.90 feet;

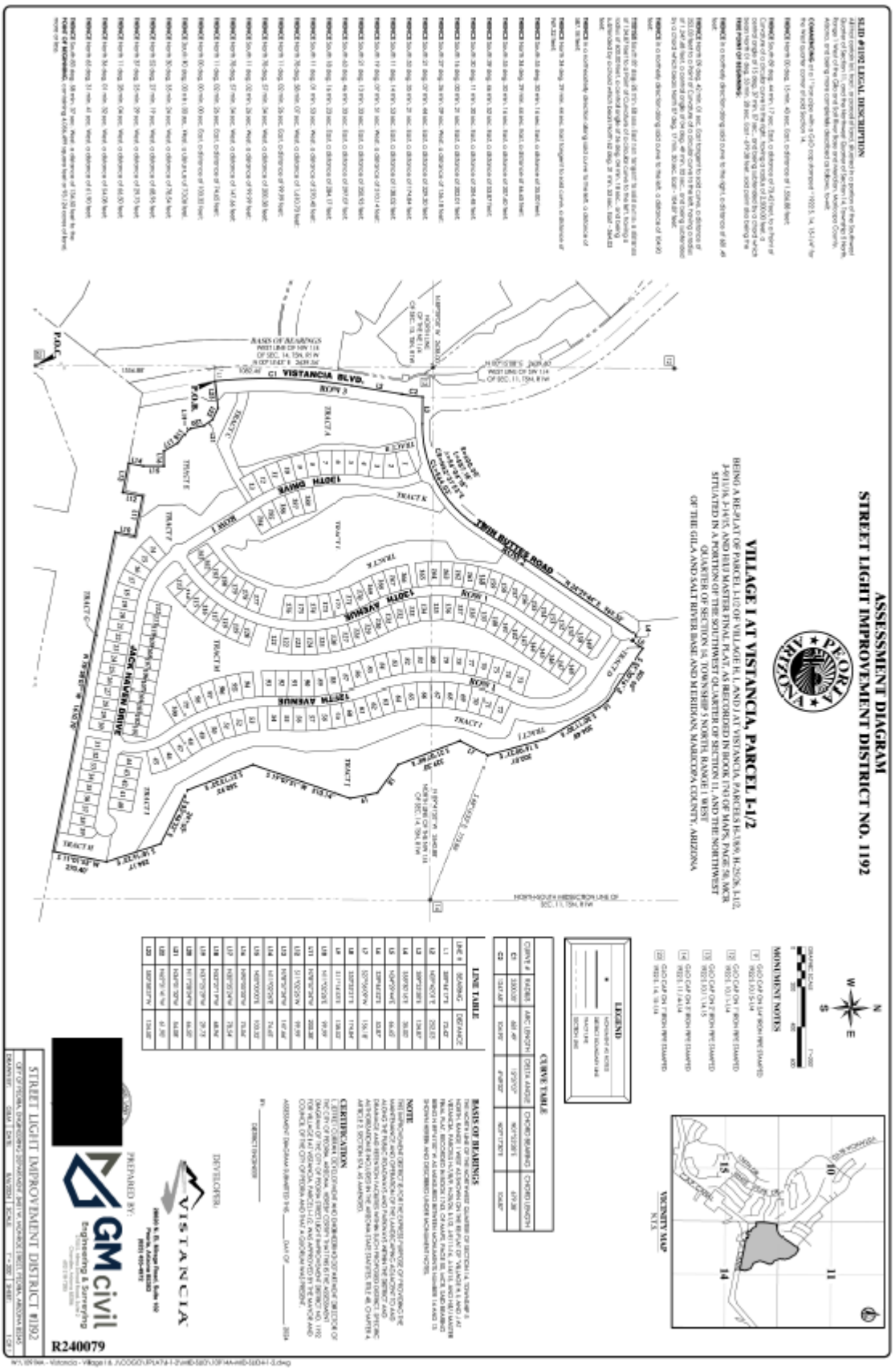
THENCE South 83 deg. 58 min. 37 sec. West, a distance of 134.50 feet to the **POINT OF BEGINNING**, containing 4,056,499 square feet or 93.124 acres of land, more or less.

Resolution No. 2024-91

EXHIBIT “B”

IS ON FILE IN THE

CITY OF PEORIA
CITY CLERK’S OFFICE
8401 W. MONROE STREET
PEORIA, AZ 85345


ASSESSMENT DIAGRAM
STREET LIGHT IMPROVEMENT DISTRICT NO. 1192
VILLAGE I AT VISTANCIA, PARCEL I-1/2
LEGEND
CURVE TABLE
LINE TABLE
BASIS OF BEARINGS
CERTIFICATION
NOTE
MONUMENT NOTES
VICINITY MAP
VISTANCIA
GMcivil
R240079

RESOLUTION NO. 2024-92

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1192, VILLAGE I AT VISTANCIA, PARCEL I-1/2 PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 19th day of November, 2024, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2024-91, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1192; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2024-91 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2024-91, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1) inch in height. Said notices stated the fact of the passage of said Resolution of

Intention No. 2024-91 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2024-91 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

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

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2024-91; and

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

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

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2024-91 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

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

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

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 19th day of November, 2024, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19th day of November, 2024.

CITY OF PEORIA, an Arizona municipal corporation

_____
Jason Beck, Mayor

_____
Date Signed

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

Effective Date: _____

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 11, and the Northwest Quarter of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a 1" iron pipe with a GLO cap stamped "1922 S. 14, 15-1/4" for the West quarter corner of said Section 14.

THENCE North 00 deg. 15 min. 43 sec. East, a distance of 1,556.88 feet;

THENCE South 89 deg. 44 min. 17 sec. East, a distance of 73.42 feet, to a Point of Curvature of a circular curve to the right, having a radius of 2,500.00 feet, a central angle of 15 deg. 37 min. 07 sec., and being subtended by a chord which bears North 01 deg. 53 min. 28 sec. East – 679.38 feet, said point also being the **TRUE POINT OF BEGINNING**;

THENCE in a northerly direction along said curve to the right, a distance of 681.49 feet;

THENCE North 09 deg. 42 min. 01 sec. East tangent to said curve, a distance of 252.03 feet to a Point of Curvature of a circular curve to the left, having a radius of 1,247.68 feet, a central angle of 04 deg. 49 min. 02 sec., and being subtended by a chord which bears North 07 deg. 17 min. 30 sec. East - 104.87 feet;

THENCE in a northerly direction along said curve to the left, a distance of 104.90 feet;

THENCE South 89 deg. 25 min. 58 sec. East non-tangent to said curve, a distance of 134.87 feet to a Point of Curvature of a circular curve to the left, having a radius of 600.00 feet, a central angle of 56 deg. 04 min. 18 sec., and being subtended by a chord which bears North 62 deg. 31 min. 53 sec. East - 564.03 feet;

THENCE in a northeasterly direction along said curve to the left, a distance of 587.18 feet;

THENCE North 34 deg. 29 min. 44 sec. East tangent to said curve, a distance of 969.32 feet;

THENCE South 55 deg. 30 min. 16 sec. East, a distance of 35.00 feet;

THENCE North 34 deg. 29 min. 44 sec. East, a distance of 66.65 feet;

THENCE South 55 deg. 30 min. 16 sec. East, a distance of 307.60 feet;

THENCE South 39 deg. 46 min. 52 sec. East, a distance of 53.87 feet;

THENCE South 30 deg. 11 min. 30 sec. East, a distance of 304.48 feet;

THENCE South 16 deg. 00 min. 21 sec. East, a distance of 302.01 feet;

THENCE South 27 deg. 36 min. 09 sec. West, a distance of 156.18 feet;

THENCE South 21 deg. 07 min. 44 sec. East, a distance of 329.30 feet;

THENCE South 53 deg. 35 min. 21 sec. East, a distance of 174.84 feet;

THENCE South 11 deg. 14 min. 53 sec. East, a distance of 138.02 feet;

THENCE South 19 deg. 07 min. 51 sec. West, a distance of 510.14 feet;

THENCE South 21 deg. 13 min. 33 sec. East, a distance of 350.93 feet;

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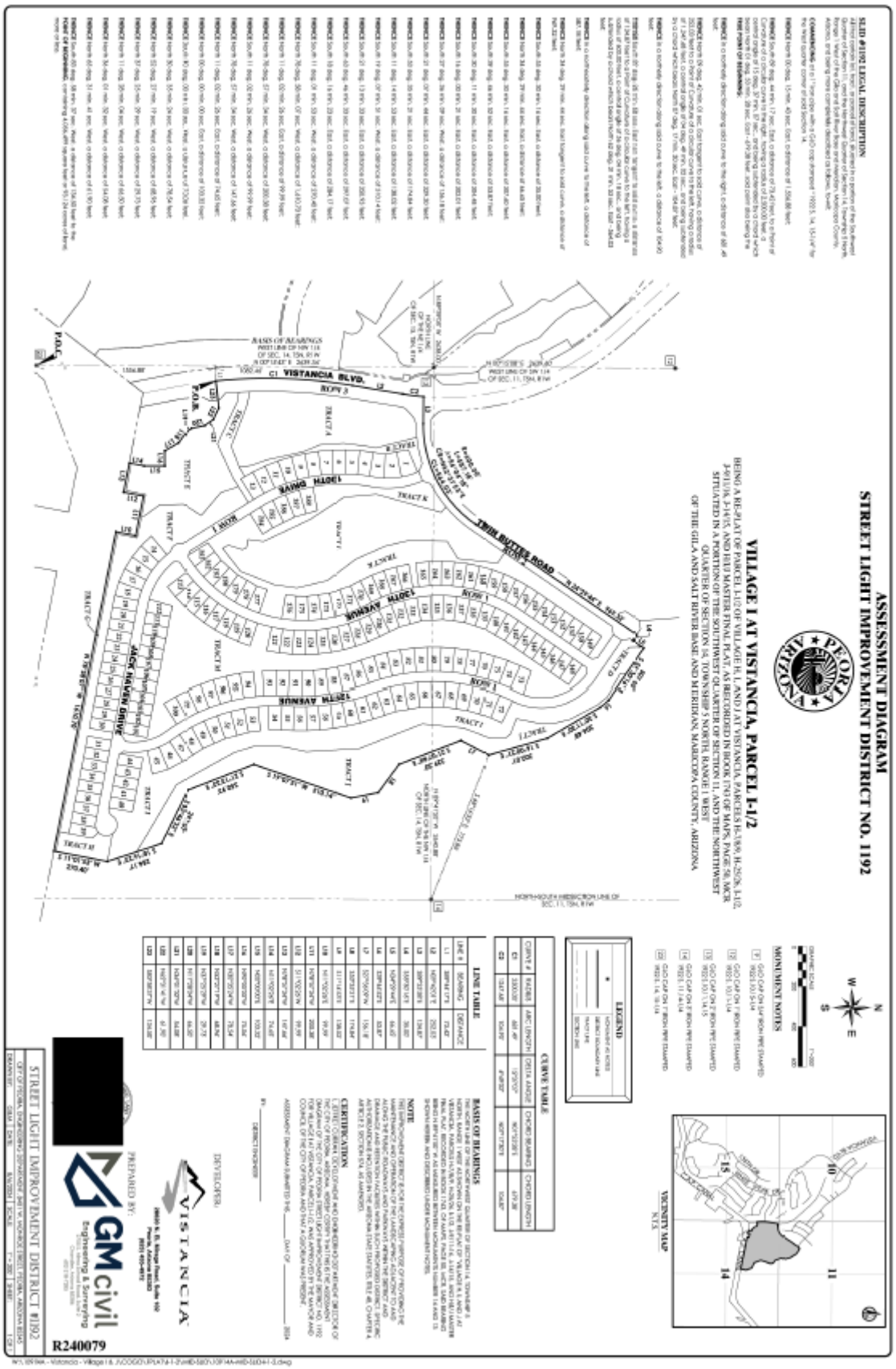
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VICINITY MAP
VISTANCIA
GM civil
engineering & surveying
STREET LIGHT IMPROVEMENT DISTRICT #1192
R240079

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1192, VILLAGE I AT VISTANCIA, PARCEL I-1/2.

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

On the 19th day of November, 2024, the Mayor and Council of the City of Peoria adopted Resolution No. 2024-92; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1192, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Streetlight Improvement District No. 1192 may be obtained by contacting Mr. Jeff Curan, Development & Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this _____ day of _____, 2024.

_____
Jeff Curan, P.E.
Superintendent of Streets
City of Peoria, Arizona

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 24C.

Date Prepared: 10/30/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Jeff Curran, P.E., Development and Engineering Director

SUBJECT: Final Plat, Peoria Self Storage, Peoria Avenue and 88th Drive (Project No. R200068A)

Purpose:

Discussion and possible action to approve a Final Plat of Peoria Self Storage, located on Peoria Avenue and 88th Drive, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office.

Summary:

The purpose of the Final Plat is to plat a parcel for commercial use. This development is within the City's water and sewer service area. This Final Plat creates the necessary utility easements and right of way for commercial development.

Previous Actions/Background:

The site plan (SP21-19 Peoria Self Storage) was reviewed by the City and completed in March, 2022 and no changes were made to the proposed Final Plat. The Final Plat went to council on April 25th, 2023, however because the developer did not post the assurances within 60 days of council approval, the Final Plat was not routed for signatures and therefore not recorded, per the stipulations of approval.

Staff Recommendation:

Staff recommends the approval and subsequent recordation of the attached Final Plat subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.

2. An approval of design from the Development and 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 Final Plat.

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 Final Plat.

4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat 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.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Final Plat
Exhibit 2: Vicinity Map

Contact Name and Number:
Jeff Curran, PE, Development and Engineering Director, 623-773-7249

FINAL PLAT
PEORIA AVENUE & 88TH DRIVE

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF NEW YORK }
} SS
COUNTY OF MONROE }

KNOW ALL PERSONS BY THESE PRESENTS:

GRAND AVENUE STORAGE, LLC, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT OF "PEORIA AVENUE & 88TH DRIVE", OVER A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "PEORIA AVENUE & 88TH DRIVE" 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. OWNERS HEREBY DEDICATED TO THE CITY OF PEORIA FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

GRAND AVENUE STORAGE, LLC, AS OWNER, HEREBY DEDICATE TO THE CITY THE PEORIA AVENUE RIGHTS-OF-WAY AS SHOWN HEREON, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN THE PEORIA AVENUE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION. GRAND AVENUE STORAGE, LLC, HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

GRAND AVENUE STORAGE, LLC, AS OWNER, DOES HEREBY GRANT TO THE CITY OF PEORIA, AS EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASINS(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY/CENTER OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY, AS LONG AS THE PROPERTY/CENTER OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

GRAND AVENUE STORAGE, LLC, AS OWNER, DOES HEREBY GRANT TO THE CITY OF PEORIA, AN 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 THERETO 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 SUCCESSORS 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.

IN WITNESS WHEREOF:
GRAND AVENUE STORAGE, LLC, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER(S).

THIS ____ DAY OF _____, 2024.

GRAND AVENUE STORAGE, LLC

BY: _____ ITS: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK }
} SS
COUNTY OF MONROE }

ON THIS ____ DAY OF _____, 2024, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO ACKNOWLEDGE HIMSELF/HERSELF TO BE _____ OF GRAND AVENUE STORAGE, LLC, AS OWNER, AND ACKNOWLEDGE THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF/HERSELF AS SUCH AUTHORIZED REPRESENTATIVE.

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

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

PARENT LEGAL DESCRIPTION

PARCEL NO. 1:
LOT 4, OF BONITA DESERT CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 614 OF MAPS, PAGE 26.

PARCEL NO. 2:
LOT 5A, OF PEORIA DES 2, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1124 OF MAPS, PAGE 45.

PARCEL NO. 3:
A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PUBLIC UTILITIES AND DRAINAGE AS SET FORTH IN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED NOVEMBER 6, 1998 IN INSTRUMENT NO. 98-1008883 AND DISCLOSED IN SITE DEVELOPMENT AGREEMENTS RECORDED SEPTEMBER 2, 1999 IN INSTRUMENT NO. 99-0831862 AND RECORDED NOVEMBER 19, 2003 IN INSTRUMENT NO. 2003-1585150 AND RE-RECORDED MAY 17, 2004 IN INSTRUMENT NO. 2004-0544620, RECORDS OF MARICOPA COUNTY, ARIZONA.

NOTES

A. 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.

B. ALL NEW AND EXISTING UTILITY, 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.

C. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

D. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

E. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN 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 BE PLANTED 30 AS NOT TO OBSTRUCT SIGHT OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.

F. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.

G. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.

H. NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREON HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL LOT CORNERS WILL BE PERMANENTLY SET BY COMPLETION OF CONSTRUCTION.

[redacted]
ADRIAN M. BURCHAM, R.L.S.
REGISTRATION NO. 41282
1201 S. ALMA SCHOOL RD. SUITE #12000
MESA, AZ. 85210

SHEET INDEX

1.....COVER SHEET
2.....FINAL PLAT

OWNER

GRAND AVENUE STORAGE, LLC
1600 BAUSCH AND LOMB PLACE,
ROCHESTER, NY. 14604

SURVEYOR

HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD. SUITE #12000
MESA, AZ. 85210
PHONE: (480) 892-3313
FAX: (480) 892-7051
CONTACT: ADRIAN BURCHAM, PLS

ZONING

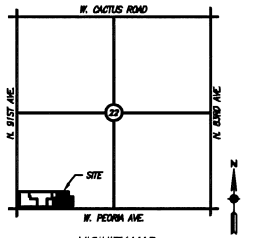
C-2

PARCEL ADDRESS

ADDRESS NOT AVAILABLE AT TIME OF SURVEY

PARCEL AREA

GROSS AREA: 194,387 SQ. FT. OR 4.4625 AC. ±
RIGHT-OF-WAY AREA: 5,748 SQ. FT. OR 0.1320 AC. ±
NET AREA (LOT 1): 188,639 SQ. FT. OR 4.3305 AC. ±
NET AREA = GROSS MINUS RIGHT-OF-WAY



VICINITY MAP
T3N, R1E, SEC. 22

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
MEASURED BEARING=S89°35'14"W

REFERENCE DOCUMENTS

"BONITA DESERT CENTER", A FINAL PLAT, AS SHOWN IN BOOK 614, PAGE 26, M.C.R.
"PEORIA DES 2", RECORD OF SURVEY, AS SHOWN IN BOOK 1124, PAGE 45, M.C.R.
"NWC 88TH DRIVE & PEORIA AVENUE", RECORD OF SURVEY, AS SHOWN IN BOOK 1321, PAGE 20, M.C.R.

FEMA CERTIFICATION

THIS SITE IS LOCATED WITHIN FLOOD ZONE "X" FEMA FLOOD MAP 04013C1885M DATED SEPTEMBER 20, 2020. ZONE "X" IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

CITY OF PEORIA COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA.

_____
MAYOR
THIS ____ DAY OF _____, 2024,

_____
CITY CLERK
THIS ____ DAY OF _____, 2024,

_____
CITY ENGINEER
THIS ____ DAY OF _____, 2024,

HUBBARD ENGINEERING
1201 S. Alma School Rd.
Suite #12000
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardengineering.com

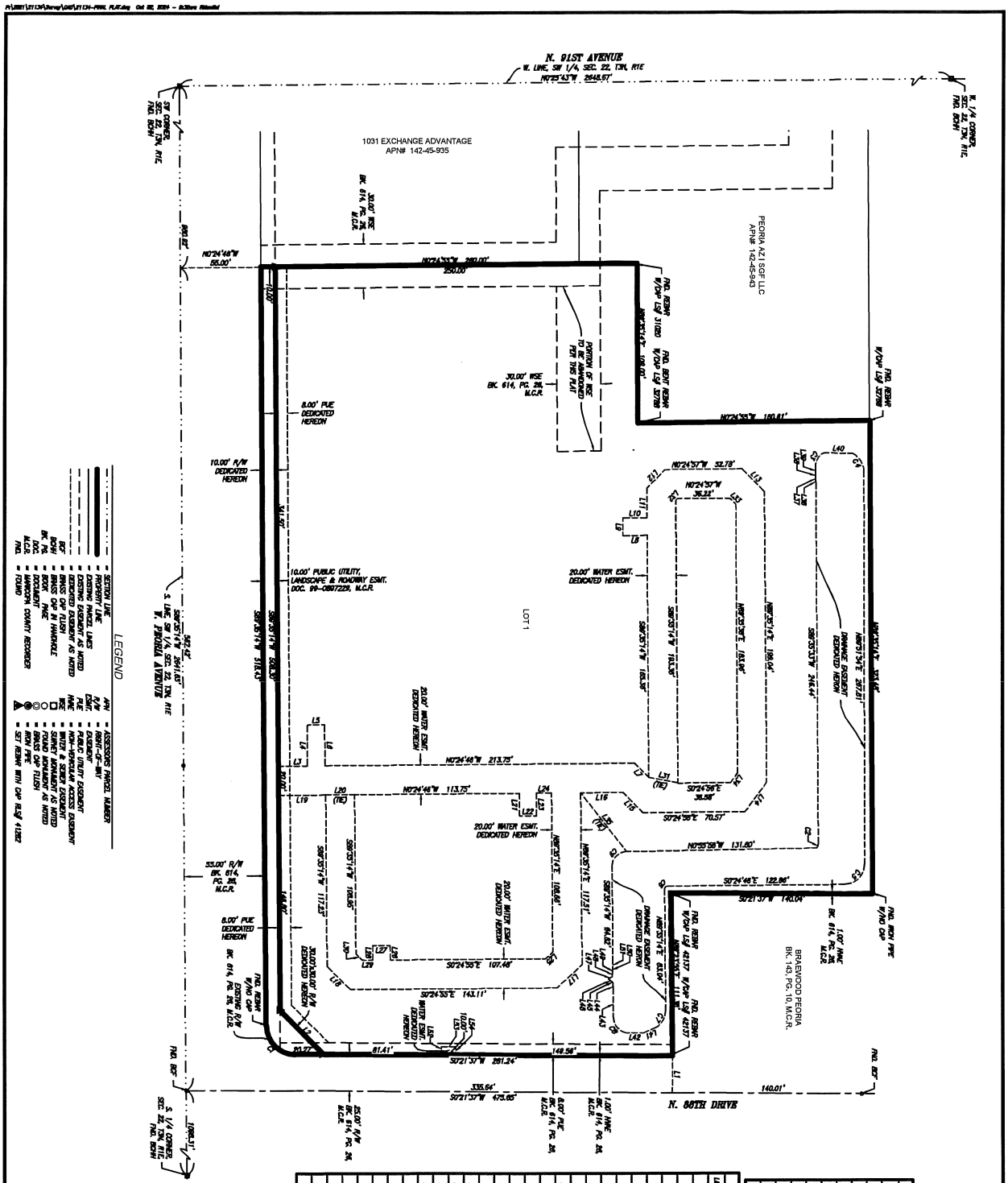
PEORIA AVENUE & 88TH DRIVE
FINAL PLAT
City of Peoria, Maricopa County, Arizona

Project No. 21134	Date 10/02/24
Project Manager ADRIAN BURCHAM	Project Eng.

Sht: 1 of 2

PROJECT NO. R2200684

P:\Active\21134\Survey\DWG\21134-PAVE PLAT.dwg Oct 02, 2024 - 8:29am Mitchell



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°36'23"E	25.00'
L2	N41°36'32"E	42.71'
L3	S89°35'41"W	22.00'
L4	N0°24'46"W	20.46'
L5	S89°35'41"W	22.00'
L6	N0°24'46"W	12.00'
L7	N89°35'41"E	22.00'
L8	S0°24'46"E	14.79'
L9	S89°35'41"W	13.00'
L10	N0°24'46"W	14.79'
L11	S89°35'41"W	20.14'
L12	N89°35'41"E	14.16'
L13	N41°36'32"E	22.62'
L14	S53°36'24"E	24.75'
L15	S41°36'32"W	14.79'
L16	S0°24'46"E	23.15'
L17	S0°24'46"E	28.01'
L18	N41°36'32"E	22.62'
L19	N0°24'46"W	22.00'
L20	N89°35'41"E	13.53'
L21	N0°24'46"W	22.00'
L22	N89°35'41"E	10.53'
L23	S89°35'41"W	13.53'
L24	N0°24'46"W	10.53'
L25	S89°35'41"W	13.53'
L26	N0°24'46"W	10.53'
L27	S0°24'46"E	12.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L28	S89°35'41"W	13.53'
L29	N0°24'46"W	10.53'
L30	S89°35'41"W	5.38'
L31	N11°11'21"E	20.24'
L32	N41°36'32"E	7.81'
L33	N89°35'41"E	5.38'
L34	S0°24'46"E	10.53'
L35	N51°57'21"E	51.14'
L36	S89°35'41"W	7.96'
L37	S89°35'41"W	2.75'
L38	N89°49'30"W	1.61'
L39	S89°49'30"E	1.61'
L40	N41°36'32"E	9.57'
L41	S32°52'13"E	8.53'
L42	S0°24'46"E	13.06'
L43	S89°10'19"W	9.44'
L44	S89°10'19"W	78.53'
L45	S89°35'41"W	0.38'
L46	S89°35'41"W	3.38'
L47	N0°01'18"E	3.11'
L48	N89°42'30"W	3.32'
L49	S0°01'18"W	0.37'
L50	N89°42'30"W	5.38'
L51	N89°42'30"W	5.38'
L52	S0°01'18"W	10.00'
L53	N0°01'18"E	10.00'
L54	S89°42'30"E	5.38'

CURVE TABLE				
CURVE #	RADIUS	LENGTH	CHORD	
C1	871.32'	311.18'	S54°52'30"W	309.49'
C2	5958.24'	3.33'	N0°25'43"W	3.33'
C3	893.21'	10.04'	N89°51'34"W	11.32'
C4	943.21'	13.60'	N87°14'40"E	13.60'
C5	893.00'	14.08'	S87°10'03"E	14.08'
C6	817.26'	2.83'	S89°24'46"E	2.83'
C7	813.26'	13.44'	S89°25'36"E	13.44'
C8	744.26'	11.12'	S89°25'36"E	11.12'
C9	80.00'	8.82'	N65°55'58"W	14.02'

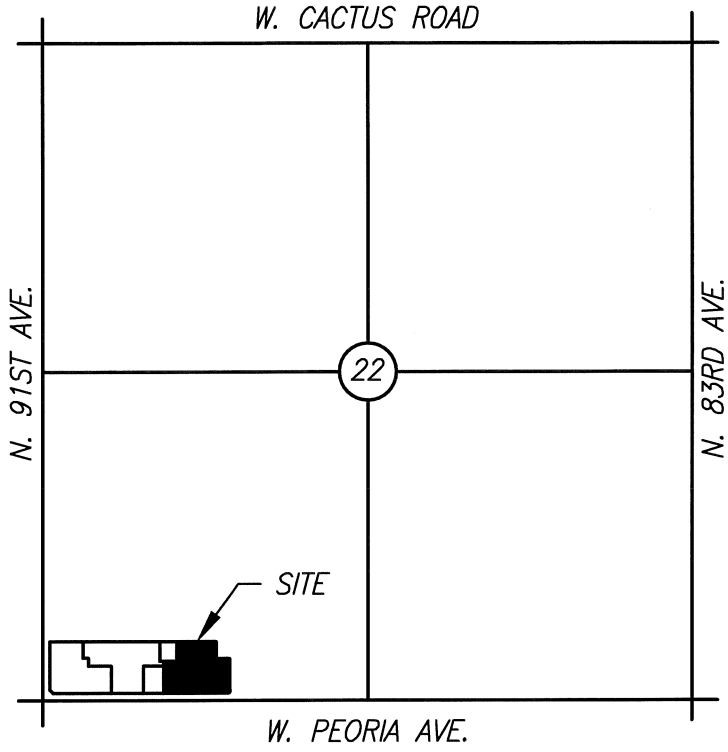
PROJECT TITLE
PEORIA AVENUE & 88TH DRIVE
FINAL PLAT
City of Peoria, Maricopa County, Arizona

Project No. 21134	Date 10/02/24
Project Manager ADRIAN BURCHAN	Project Eng.

HUBBARD ENGINEERING
1201 S. Alma School Rd, Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardengineering.com

PROJECT NO. R220068A

HUBBARD ENGINEERING
www.hubbardengineering.com
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313



VICINITY MAP

T3N, R1E, SEC. 22

N

N.T.S.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41282
ADRIAN M.
BURCHAM
Date Signed 10/02/24
ARIZONA U.S.A.

PEORIA AVENUE & 88TH DRIVE
VICINITY MAP
EXHIBIT "A"
City of Peoria, Maricopa County, Arizona

Project No. 21134	Date 10/02/24	Sht: 1 of 1
Project Manager ADRIAN BURCHAM	Project Eng.	

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 25C.

Date Prepared: 11/7/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Jeff Curran, P.E., Development and Engineering Director

SUBJECT: Deeds and Easements, Various Locations

Purpose:

Discussion and possible action to adopt **RES. 2024-93** accepting Deeds and Easements for various Real Property interests acquired by the City. The deeds and easements have been recorded by the Maricopa County Recorder's Office and this process will formally accept them into the system.

Summary:

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

Previous Actions/Background:

This is an ongoing process which occurs when we have acquired a number of real property interests.

Staff Recommendation:

Staff recommends the adoption of a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office to ensure completeness of the process.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Resolution

Contact Name and Number:
Jeff Curran, P.E., Development and Engineering Director, 623-773-7249

RESOLUTION NO. 2024-93

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

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

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

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

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

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

Starbucks-Camino A Lago Marketplace Camino A Lago Marketplace, LLC EASEMENT FOR PUBLIC WATER LINE Maricopa County Recording No. 20240597023 (Project No. R240089 Deed 24-036)	Lake Pleasant Pkwy & Deer Valley Road

SECTION 2. Public Easement and Land Rights

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

SECTION 3. Recording Authorized

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 19th day of November 2024.

_____
Jason Beck, Mayor

ATTEST: _____
Date Signed

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 26C.

Date Prepared: 11/6/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Kevin Burke, Deputy District Manager

FROM: Sean Kindell, Chief Financial Officer

SUBJECT: Liquor License Application Various Locations

Purpose:

Discussion and possible action to recommend approval to the State Liquor Board for:

(a) a New Restaurant (Series 12) Liquor License for AZ Pizza Co. Peoria, located at 16955 N. 75th Avenue Ste 115, Brandi E. Mostofo, Applicant, LL#24-001115.

(b) a New Restaurant (Series 12) Liquor License for Harkins Theatres, located at 9804 W. Northern Avenue, Andrea D. Lewkowitz, Applicant, LL#10010468.

(c) a New Restaurant (Series 12) Liquor License for Harkins Arrowhead Fountains, located at 16046 N. Arrowhead Fountain Center Drive, Andrea D. Lewkowitz, Applicant, LL#16432.

Summary:

AZ Pizza Co. Peoria, is a new restaurant located at 16955 N. 75th Avenue Ste 115. This location was previously Teriyaki Madness. The new owners have applied for a New Restaurant (Series 12) Liquor License. The application agent is Brandi E. Mostofo.

A Series 12 Restaurant license is a non-transferable license that allows for the restaurant to sell and serve all types of spirituous liquor solely for consumption on the premises. A Restaurant license requires that at least forty percent (40%) of the restaurant's gross revenue comes from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Some of the businesses around AZ Pizza Co. Peoria are Café Rio, Dickey's Barbecue Pit and Thai Chili. There are no staff concerns AZ Pizza Co. Peoria. 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.

Harkins Theatres, is an existing movie theater, located at 9804 W. Northern Avenue. Harkins currently holds a Series 07 license which allows for the sale of beer and wine. Harkins have

applied for a New Restaurant (Series 12) Liquor License. The application agent is Andrea D. Lewkowitz.

A Series 12 Restaurant license is a non-transferable license that allows for the restaurant to sell and serve all types of spirituous liquor solely for consumption on the premises. A Restaurant license requires that at least forty percent (40%) of the restaurant's gross revenue comes from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Some of the businesses around Harkins Theatres are Cold Beers and Cheeseburgers, Grimaldi's Pizzeria and Jalapeno Inferno. There are no staff concerns with Harkins Theaters. 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.

Harkins Arrowhead Fountains, is an existing movie theater, located at 16046 N. Arrowhead Fountain Center Drive. Harkins currently holds a Series 07 liquor license which allows for the sale of beer and wine. Harkins have applied for a New Restaurant (Series 12) Liquor License. The application agent is Andrea D. Lewkowitz.

A Series 12 Restaurant license is a non-transferable license that allows for the restaurant to sell and serve all types of spirituous liquor solely for consumption on the premises. A Restaurant license requires that at least forty percent (40%) of the restaurant's gross revenue comes from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Some of the businesses around Harkins Arrowhead Fountains are Firebird Wood Fired Grill, Headquarters and Abuelo's Mexican Restaurant. There are no staff concerns with Harkins Arrowhead Fountains. 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/Background:

There has never been a liquor license at 16955 N. 75th Avenue Ste 115.

In May 2024, the Mayor and Council recommended approval to the Arizona State Liquor Board for Harkins Theatres for a Location Transfer for an On-Sale Beer and Wine (Series 07) Liquor License located at 9804 W. Northern Avenue.

In May 2019, the Mayor and Council recommended approval to the Arizona State Liquor Board for Harkins Arrowhead Fountains for a Location Transfer for an On-Sale Beer and Wine (Series 07) Liquor License located at 9804 W. Northern Avenue.

Staff Recommendation:

Pursuant to Arizona Law the City must make a recommendation to the State Liquor Board

regarding the approval of applications to sell alcoholic beverages in the City. The standard for the City's recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served. Staff recommends approval of the above licenses.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

AZ Pizza Co Peoria app
Harkins Theatres app
Harkins Arrowhead Fountains app

Contact Name and Number:
Samuel Brown (623) 773-7658

State of Arizona
Department of Liquor Licenses and Control

Created 09/27/2024 @ 01:11:12 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	AZ PIZZA CO. PEORIA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	16955 N 75TH AVENUE STE 115 PEORIA, AZ 85382 USA		
Mailing Address:			
Phone:	(623)535-9515		
Alt. Phone:			
Email:	BRNDINORDSTORM@HOTMAIL.COM		

AGENT

Name:	BRANDI ELAINE MOSTOFO
Gender:	Female
Correspondence Address:	18102 W HIGHLAND AVENUE GOODYEAR, AZ 85395 USA
Phone:	(623)535-9515
Alt. Phone:	
Email:	BRANDDINORDSTORM@HOTMAIL.COM

OWNER

Name:	MOSTFAM LLC		
Contact Name:	BRANDI ELAINE MOSTOFO		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L18246532	State of Incorporation:	AZ
Incorporation Date:	02/19/2013		
Correspondence Address:	18102 W HIGHLAND AVENUE GOODYEAR, AZ 85395 USA		
Phone:	(623)535-9515		
Alt. Phone:			
Email:	BRANDINORDSTROM@HOTMAIL.COM		



Officers / Stockholders

Name:	Title:	% Interest:

BRANDI ELAINE MOSTOFO	Manager-LLC	100.00

MOSTFAM LLC - Manager-LLC

Name:	BRANDI ELAINE MOSTOFO
Gender:	Female
Correspondence Address:	18102 W HIGHLAND AVENUE GOODYEAR, AZ 85395 USA
Phone:	(623)535-9515
Alt. Phone:	
Email:	BRANDINORDSTROM@HOTMAIL.COM

MANAGERS

Name:	BRANDI ELAINE MOSTOFO
Gender:	Female
Correspondence Address:	18102 W HIGHLAND AVENUE GOODYEAR, AZ 85395 USA
Phone:	(623)535-9515
Alt. Phone:	
Email:	BRANDINORDSTROM@HOTMAIL.COM

APPLICATION INFORMATION

Application Number: 307446
Application Type: New Application
Created Date: 08/30/2024

QUESTIONS & ANSWERS

012 Restaurant

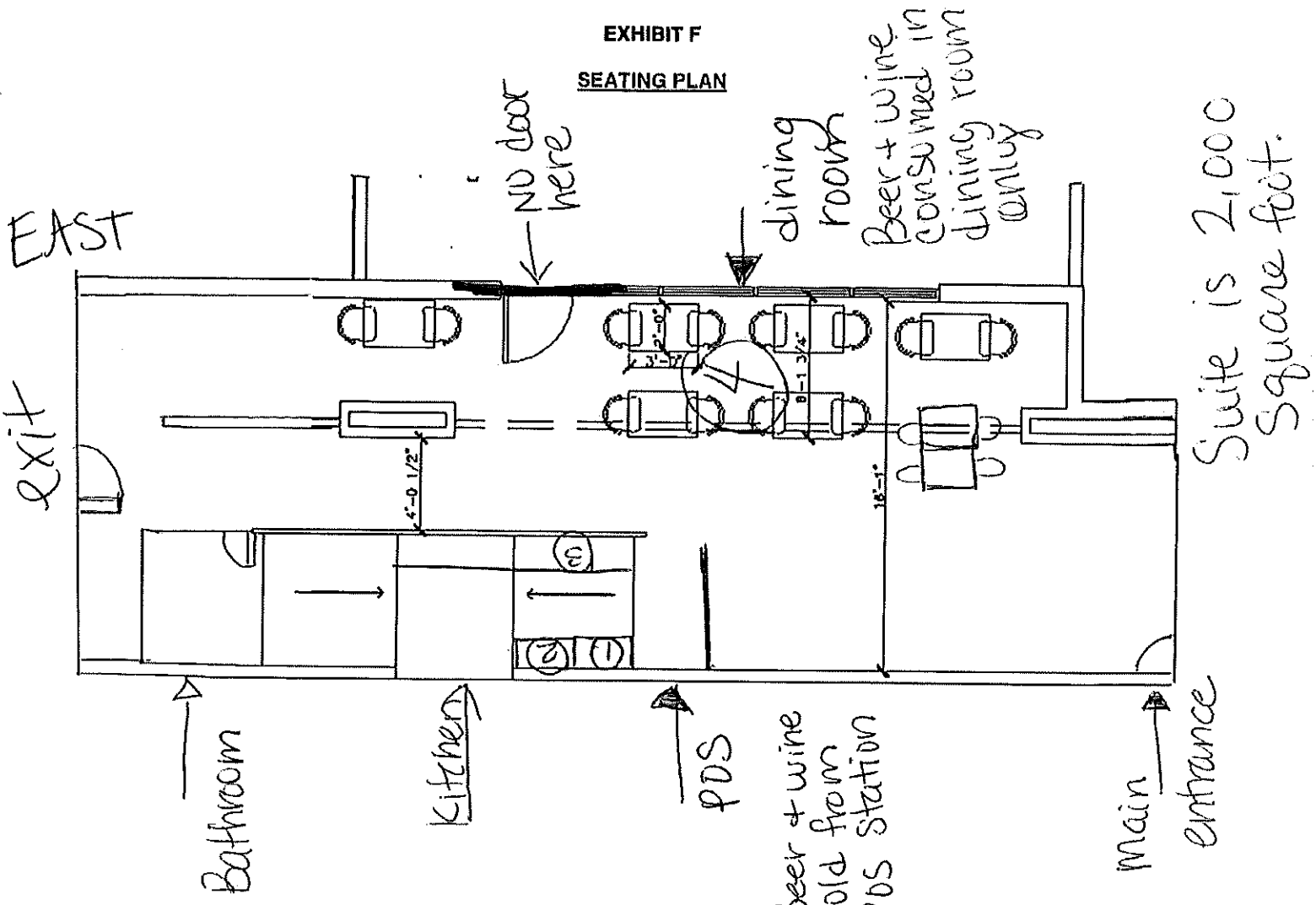
1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   $300,000
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   NONE
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   10/01/2024
9) What type of business will this license be used for?
   QUICK SERVE RESTAURANT

#5- Diagram

North

EXHIBIT F

SEATING PLAN



1. Pizza Oven
2. Fryers
3. Prep table
4. Dining

South

#6. Business Plan (from page 3 of applications)

AZ PIZZA CO PEORIA

Located at 16995 N 75th Ave in Peoria AZ, we plan to offer quick serve pizza, wings, subs and salads. Counter service, causal restaurant atmosphere. We will service the immediate area around us and offer delivery service with third party apps. Our customer will be the lunch time business worker, the family looking for quick and easy meal solutions and friends gathering for a simply good pizza and wings combo. We are located in a very populated area of Glendale/ Peoria area, many retail and homes located close to this location.

Our business will run very much like AZ PIZZA CO GOODYEAR, run by myself and a couple of family members. This project is completely funded by myself and husband, there are no loans on this business. We are projecting sales to be $60,000 to $80,000 a month, with 85-90% in food sales. There is not patio, just inside seating, there will be a couple of tv's for news and local sports.

We plan to use social media, word of mouth and mailer to promote our business. We like to get involved with local schools, churches and other businesses to support the local community and help ensure good relations with those around us.

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): AZ Pizza Co Peoria.

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	NONE
Oven (1) Middleby	Marshall X55GWB-2 Gas Conveyor Oven 55" double
Freezer (1) Avanto	A-19F-HC- 29" Solid door reach in Freezer
Refrigerator (1) Avanto	SSPPT-2600 60" 2door refrigerated pizza table.
Sink (1) Regency 70"	16gauge SS 3 comp sink w/ legs two drains
Dish Washing Facilities	NONE
Food Preparation Counter (Dimensions)	Avanto AV-48R-HC 48" Undercounter frig
Other Fryer:	Avanto, F3-ES-N 35-40lbs Natural Gas SS Floor Fryer Two Fryers

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 30 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(If yes, what percentage of the public floor space does this area cover?) _____ %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [42]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 0]

TOTAL [= 42]

Individuals requiring ADA accommodations please call (602)542-2999

7/21/30 AM 11:45 AZDLLC

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☒ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment?** ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2-TV's

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	2
Bartenders	0
Hostesses	0
Managers	0
Servers	0
Other (Cashier)	2
Other ( )	/
Other ( )	/

I, (Print Full Name) Brandi Mostofa hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: [redacted]

APPETIZERS

Garlic Bread $3.99

Garlic Bread w/ Cheese $4.99

French Fries $6.99

Bread Sticks $6.99

Bread Sticks w/ Cheese $7.99

Onion Rings $8.99

Big Pretzel w/cheese $8.99

Mozzarella Sticks $9.99

Zucchini Sticks $9.99

Toasted Beef Ravioli $9.99

DESSERTS

Brownie $3.49

Lemon Bar $3.49

Chocolate Mousse Cake $4.49

Cheesecake $4.99

Tiramisu Cake $4.99

Cinnamon Pizza $7.99

SUBS

6inch $7.99 / 12inch $11.99

served with chips

Philly Cheese Steak
steak, onions, peppers, mushrooms & mozzarella

Chicken Philly
chicken, onions, peppers, mushrooms & mozzarella

Chicken Sub
buffalo chicken, mozzarella, buffalo sauce & ranch

Meatball Sub
meatballs, marinara & mozzarella

Italian Sub
ham, salami, pepperoni, mozzarella, lettuce, tomato, pepper rings

Club Sub
turkey, ham, mozzarella, lettuce tomato, pepper rings & mayo

Turkey Sub
turkey, mozzarella, lettuce tomato, pepper rings & mayo

Ham Sub
ham, mozzarella, lettuce tomato, pepper rings & mayo SALADS

SALADS

Antipasto $7.99/$11.99
ham, salami, pepperoni, mozzarella, bell pepper, olives, pepper rings & onion

Greek $7.99/$11.99
chicken, feta, black olives, onion tomato, cucumber & greek dressing

Chef $7.99/$11.99
turkey, ham, mozzarella, tomato, cucumber, bell pepper, black olive

Cobb $7.99/$11.99
chicken, bacon, egg, cheddar, tomato

Chicken Caesar
$7.99/$11.99
chicken, parmesan, croutons

Caesar $6.99/$9.99
parmesan, croutons

Garden $6.99/$9.99
bell peppers, mushrooms, black olives, cucumber, tomatoes, pepper rings & mozzarella

ARIZONA PIZZA COMPANY

PIZZA - WINGS
SUBS - SALADS

623.000.0000

Sun - Thur 10am to 8pm
Fri & Sat 10am to 9pm

16955 N 75th Ave
Peoria, AZ 85382

ORDER ONLINE @
azpizzacopeoria.com

SPECIALTY PIZZAS

MED - 12 inch $14.99
LRG - 14 inch $17.99
XL - 16 inch $19.99

Supreme
pepperoni - sausage - mushrooms - onions - black olives - green peppers

Classic
pepperoni - ham - mushrooms - onions - black olives - green peppers

Meathead
pepperoni - sausage - ham bacon & meatball

Chicken Supreme
chicken - mushrooms - onions black olives - green peppers

Hawaiian Pizza
ham - bacon & pineapple

White Pizza
olive oil & Italian seasoning - tomato parmesan-mozzarella & ricotta

Veggie Delight
mushrooms - onions - black olives green peppers - tomato

Buffalo Chicken Pizza
Buffalo Sauce - Chicken & mozzarella

BBQ Chicken Pizza
BBQ Sauce - Chicken & mozzarella

MAKE IT YOUR WAY

Mozzarella & Pizza Sauce

MED - 12 inch
$9.99 MED - 12in *gluten free*
$10.99
LRG - 14 inch
$11.99
XL - 16 inch
$13.99

Add Toppings:
MED....$1.50
LRG.....$1.75
XL.....$1.95

pepperoni ~ sausage ~ ham
bacon ~ meatball~ salami
chicken~bell peppers ~ onion
pineapple ~ fresh garlic
jalapeño ~ pepper rings
green olive ~ black olive
spinach~tomato~ mushroom
anchovy ~ feta ~ ricotta

WINGS

Boneless or Traditional
with ranch or blue cheese

10 wings $11.99
20 wings $23.99

Pick Your Flavor
mild - medium - hot
nashville hot - honey hot
bbq - spicy bbq - korean bbq
teriyaki - sweet red chili
sriracha - garlic parmesan
mango habanero
Lemon Pepper RUB

PIZZA SPECIALS

XL - 1 topping pizza $12.99
XL-1 topping & 20 Wings $35.99
LRG-1 topping & 20 wings $33.99
2 LRG 1 topping Pizzas $23.99

Family Feast:
2 large 1 topping pizzas,
25 wings, large garden salad
& 2 Liter Soda
$59.99

LUNCH SPECIALS

available Mon-Sat 10am to 4pm

Slice & drink $3.99
2 Slices & drink $5.99
sm. garden & drink $5.99
slice, garden & drink $6.99
6in sub, chips & drink $6.99
slice, 5 wings & drink $7.99
5 Wings, garden & drink $7.99

DRINKS

Fountain Soda	**$1.99**
16.9oz Bottle	**$2.49**
2 Liter Soda	**$3.99**
Bottle Water	**$1.75**
Domestic Beer	**$3.50**
Premium Beer	**$4.50**
Wine	**$5.00**

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

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. Name of restaurant (Please print): AZ Pizza Co. Peoria
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

A. Sales Journals/Monthly Sales Schedules
   1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
   2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
   3) Dated Guest Checks
   4) Coupons/Specials/Discounts
   5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals
   1) Daily Bank Deposit Slips
   2) Bank Statements and canceled checks

12. **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

Individuals requiring ADA accommodations please call (602)542-2999

13. 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

14. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) Brandi Mostafa **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: [redacted]

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	$22.00
Job #:	307446
Date Accepted:	9/2/24
CSR:	[redacted]

Personal Information Questionnaire

805-5a0

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT ☒ CONTROLLING PERSON ☐ MANAGER

1. Name: Mostofo (Last) Brandi Elaine (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 01/01/1981
6. Email address: brandinordstrom@hotmail.com
7. Home Address: [redacted]
8. Daytime phone #: 623-535-9515 Alternative phone #: _____

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: [redacted]
2. Business Name (doing business as): Az Pizza Co. Peoria
3. Business Address: 10955 N. 75th Ave Peoria Az 85328

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

'24 AUG 30 AM 11:44 AZDLLC

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☒Controlling Person ☐Manager

Name of persons who will be handling the day to day operations: Brandi Mostofo

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

I, (Print Full Name) Brandi Mostofo **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: [redacted] Date: _____

'24 AUG 30 AM 11:45 AZDLLC

FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	307446
Date Accepted:	9/27/24
CSR:	[redacted]

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly.**

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date: 8/25/2024	**Name of Applicant:** Brandi Elaine Mostofo
Name of Fingerprint Technician: Rebecca Montes	
F [redacted]	
Fingerprint technician's Agency/company Name: The UPS Store #7484	**Phone Number:** 623-440-6108

Type of Photo ID Provided (check one):

☒ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

Individuals requiring ADA accommodations please call (602)542-2999

ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Brandi Mostofo

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If **yes**, indicate place of birth:

City Mt. Morris State Michigan **COUNTRY** Genesse

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: Birth certificate

If you answered **No**, you must complete Sections III.

State of Arizona
Department of Liquor Licenses and Control

Created 10/02/2024 @ 03:10:15 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	HARKINS THEATRES		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	9804 W NORTHERN AVENUE PEORIA, AZ 85345 USA		
Mailing Address:			
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLAW.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

OWNER

Name:	HARKINS PARK WEST LLC		
Contact Name:	ANDREA LEWKOWITZ		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L12247656	State of Incorporation:	AZ
Incorporation Date:	08/26/2005		
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLAW.COM		



Officers / Stockholders

Name:	Title:	% Interest:
HARKINS INVESTMENTS LLC	Stockholder,Member	100.00

HARKINS INVESTMENTS LLC - Member

Name:	DKH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/94
Contact Name:	ANDREA LEWKOWITZ
Type:	TRUST
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	8901 E MCDONALD DRIVE SCOTTSDALE, AZ 85250 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

HARKINS ENTERPRISES INC - Chair/ Treas / Dir
RED'S AMUSEMENT INC - Chair/ Treas / Dir
HARKINS ADMINISTRATIVE SERVICES INC - Chair/ Treas / Dir

Name:	DANIEL EARL HARKINS
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)627-7777
Alt. Phone:	
Email:	DANHARKINS@HARKINS.COM

HARKINS INVESTMENTS LLC - Managing Member

Name:	HARKINS ENTERPRISES INC
Contact Name:	ANDREA LEWKOWITZ
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

HARKINS PARK WEST LLC - Stockholder,Member

Name:	HARKINS INVESTMENTS LLC
Contact Name:	ANDREA LEWKOWITZ
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

HARKINS ENTERPRISES INC - Secretary
HARKINS ADMINISTRATIVE SERVICES INC - Secretary
RED'S AMUSEMENT INC - Secretary

Name:	RICHARD LUSTIGER
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)627-7777
Alt. Phone:	
Email:	RICHARDLUSTIGER@HARKINS.COM

HARKINS ENTERPRISES INC - Vice President
HARKINS ADMINISTRATIVE SERVICES INC - Vice President
RED'S AMUSEMENT INC - Vice President

Name:	RACHEAL RIGGS WILSON
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)627-7777
Alt. Phone:	
Email:	RACHEALWILSON@HARKINS.COM

RED'S AMUSEMENT INC - Shareholder

Name: DANIEL E HARKINS TRUST UTD 12/26/20
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 8901 E MCDONALD DRIVE
SCOTTSDALE, AZ 85250
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

DANIEL E HARKINS TRUST UTD 12/26/20 - Trustee

Name: DANIEL EARL HARKINS
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)627-7777
Alt. Phone:
Email: DANHARKINS@HARKINS.COM

HARKINS ENTERPRISES INC - CEO/President
HARKINS ADMINISTRATIVE SERVICES INC - CEO/President
RED'S AMUSEMENT INC - CEO/President

Name: MICHAEL LEE BOWERS
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)627-7777
Alt. Phone:
Email: MIKEBOWERS@HARKINS.COM

HARKINS ENTERPRISES INC - Vice President
HARKINS ADMINISTRATIVE SERVICES INC - Vice President
RED'S AMUSEMENT INC - Vice President

Name: TYLER STEPHEN COOPER
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)627-7777
Alt. Phone:
Email: TYLERCOOPER@HARKINS.COM

HARKINS INVESTMENTS LLC - Member

Name:	JMH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/1994
Contact Name:	ANDREA LEWKOWITZ
Type:	TRUST
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	8901 E MCDONALD DRIVE SCOTTSDALE, AZ 85250 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

DKH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/94 - TRSUTEE
JMH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/1994 - TRUSTEE

Name:	GRETA NEWELL
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)627-7777
Alt. Phone:	
Email:	GRETANEWELL@HARKINS.COM

HARKINS ADMINISTRATIVE SERVICES INC - Shareholder

Name:	RED'S AMUSEMENT INC
Contact Name:	ANDREA LEWKOWITZ
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

MANAGERS

Name: GARRETT PAUL HEET
Gender: Male
Correspondence Address: 5304 N ORMONDO COURT
LITCHFIELD PARK, AZ 85340
USA
Phone: (623)772-0707
Alt. Phone: (480)294-5111
Email:

****

Name: LETICIA SAMANO BAHENA
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (928)380-9661
Alt. Phone:
Email: LETICIASAMANO@HARKINS.COM

****

Name: DEVIN GARRETT MORALES
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (520)400-1435
Alt. Phone:
Email: DEVIN.MORALES93@YAHOO.COM

****

Name: HARKINS ADMINISTRATIVE SERVICES INC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

APPLICATION INFORMATION

Application Number: 307526
Application Type: New Application
Created Date: 08/31/2024

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   TERMINATION + MONETARY DAMAGES
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $1M
   CREDITOR: UMPQUA HOLDINGS CORP
   5885 MEADOWS ROAD SUITE 400 | OSWEGO, OR 97035
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
9) What type of business will this license be used for?
   RESTAURANT/THEATER

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MENU	Harkins Menu (USE).pdf	08/31/2024
QUESTIONNAIRE	Harkins PW_Agt Ctn - ADL.pdf	08/31/2024
QUESTIONNAIRE	Harkins PW_Agt Q - ADL.pdf	08/31/2024
RECORDS REQUIRED FOR AUDIT	Harkins PW_Audit.pdf	08/31/2024
ORGANIZATIONAL DOCUMENTS	Harkins PW_CP Affidavit.pdf	08/31/2024
QUESTIONNAIRE	Harkins PW_CP Q - Bowers.pdf	08/31/2024
QUESTIONNAIRE	Harkins PW_CP Q - Cooper.pdf	08/31/2024
QUESTIONNAIRE	Harkins PW_CP Q - Harkins.pdf	08/31/2024

QUESTIONNAIRE	Harkins PW_CP Q - Lustiger.pdf	08/31/2024
QUESTIONNAIRE	Harkins PW_CP Q - Wilson.pdf	08/31/2024
DIAGRAM/FLOOR PLAN	Harkins PW_Diagram.pdf	08/31/2024
ORGANIZATIONAL DOCUMENTS	Harkins PW_Ownership Chart.pdf	08/31/2024
RESTAURANT OPERATION PLAN	Harkins PW_ROP.pdf	08/31/2024

APPLICANT/CONTROLLING PERSON AFFIDAVIT

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: HARKINS PARK WEST, L.L.C. by HARKINS ADMINISTRATIVE SERVICES, INC.
Affidavit of: MICHAEL BOWERS
Position/Title: CEO/PRESIDENT
State of: AZ **AZ Corp./L.L.C. #:** L12247656
County of: MARICOPA **State Incorporated:** AZ
I, (Print Full Name) MICHAEL LEE BOWERS **Declares:**

1. To obtain a liquor license to operate in Arizona, I have completed and delivered to the Arizona Dept. of Liquor Licenses and Control, the required questionnaire and fingerprint card. I have also submitted the required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who are involved in the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and submitted.

Name and title of such individuals are as follows (or list attached):

1) MICHAEL BOWERS, CEO/PRES
2) DANIEL HARKINS, BOARD CHAIR
3) RICHARD LUSTIGER, SEC
4) TYLER COOPER, VP
5) RACHAEL WILSON, VP

2. In addition to those submitting questionnaires and fingerprint cards, list other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals are involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

Such members and positions, along with date and place of birth, are as follows (or list attached):

1) GRETA NEWELL | TRUSTEE | 1/24/1960 | HAVRE, MT
2)
3)
4)

3. Finally, on information and belief, none of the individuals listed under item #2 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

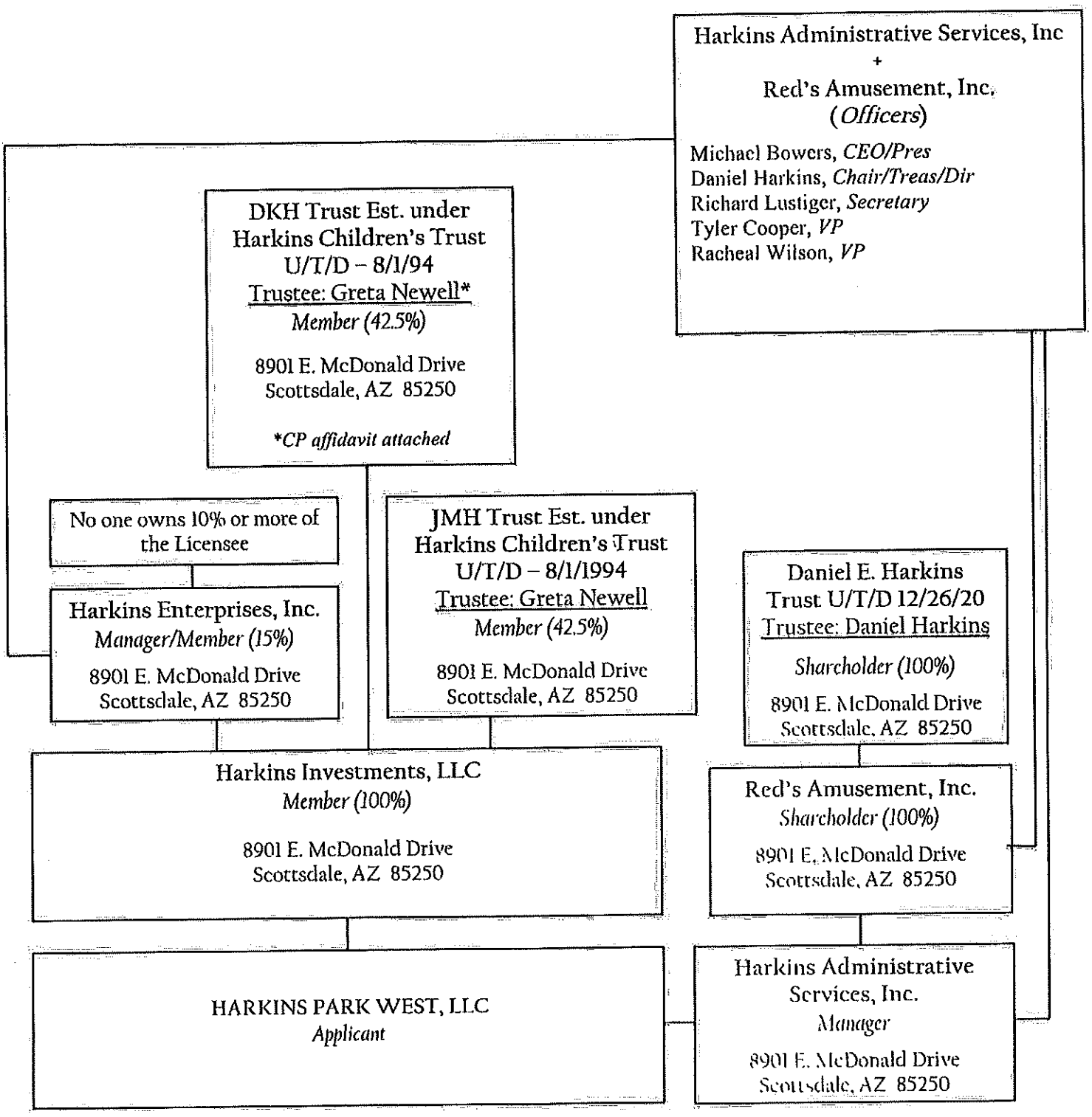
Declaration:

I, (Print Name) MICHAEL BOWERS, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, [redacted] complete.

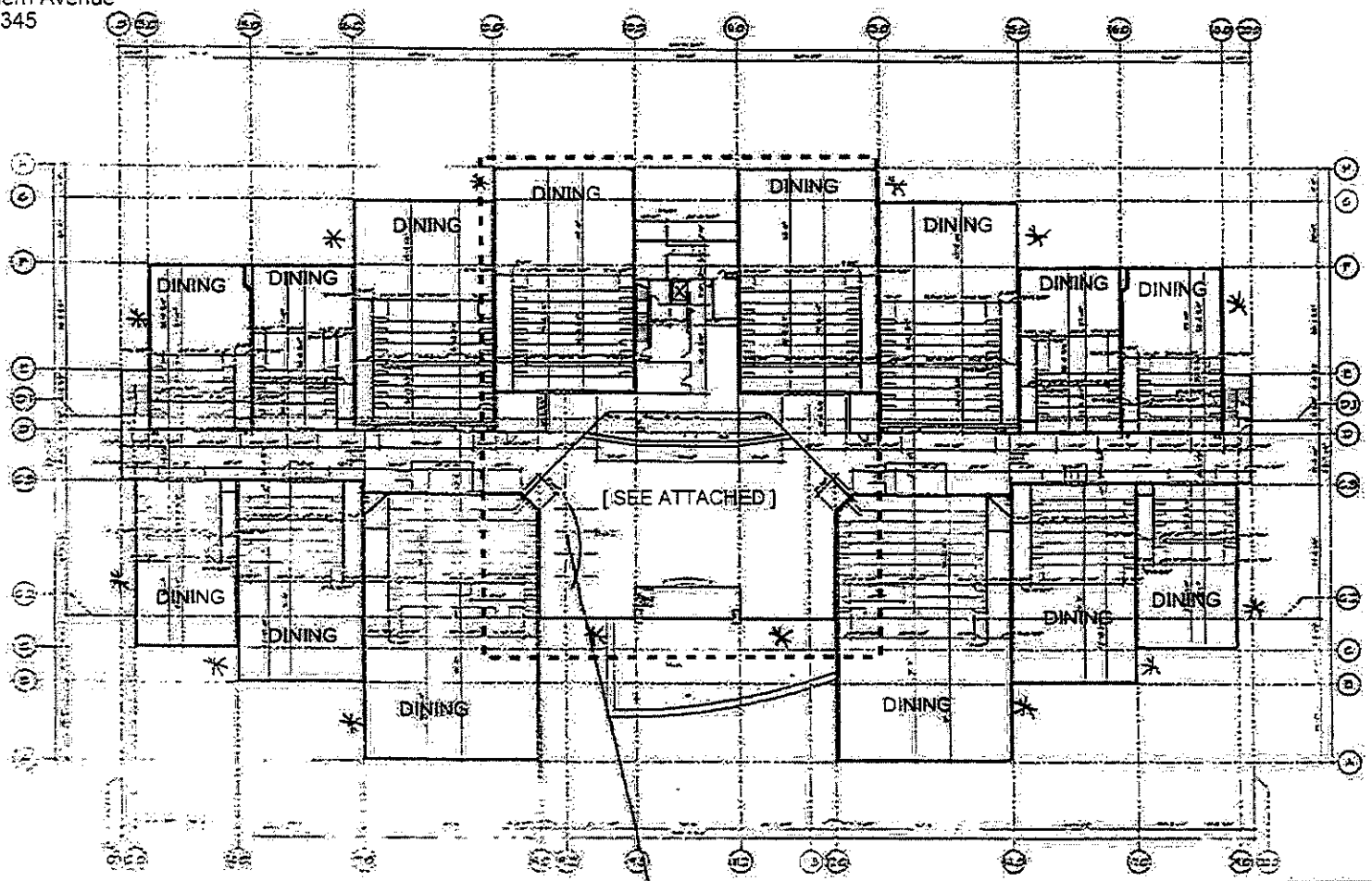
Individuals requiring ADA accommodations please call (602)542-2999

'24 9 19 Liq. Dept. AM 2:13

Harkins Park West, LLC
Ownership Chart | 08/23/2024



Harkins Theatres
9804 W. Northern Avenue
Peoria, AZ 85345
64,129 SF

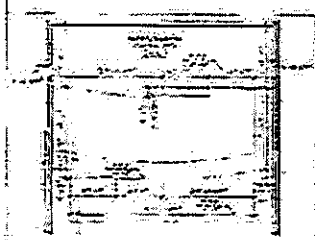


*=entrances/exits

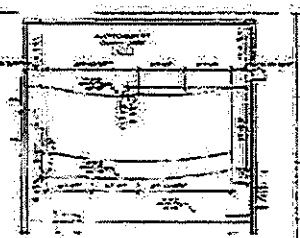
Liquor storage

OVERALL MEZZANINE FLOOR PLAN

NOTES:



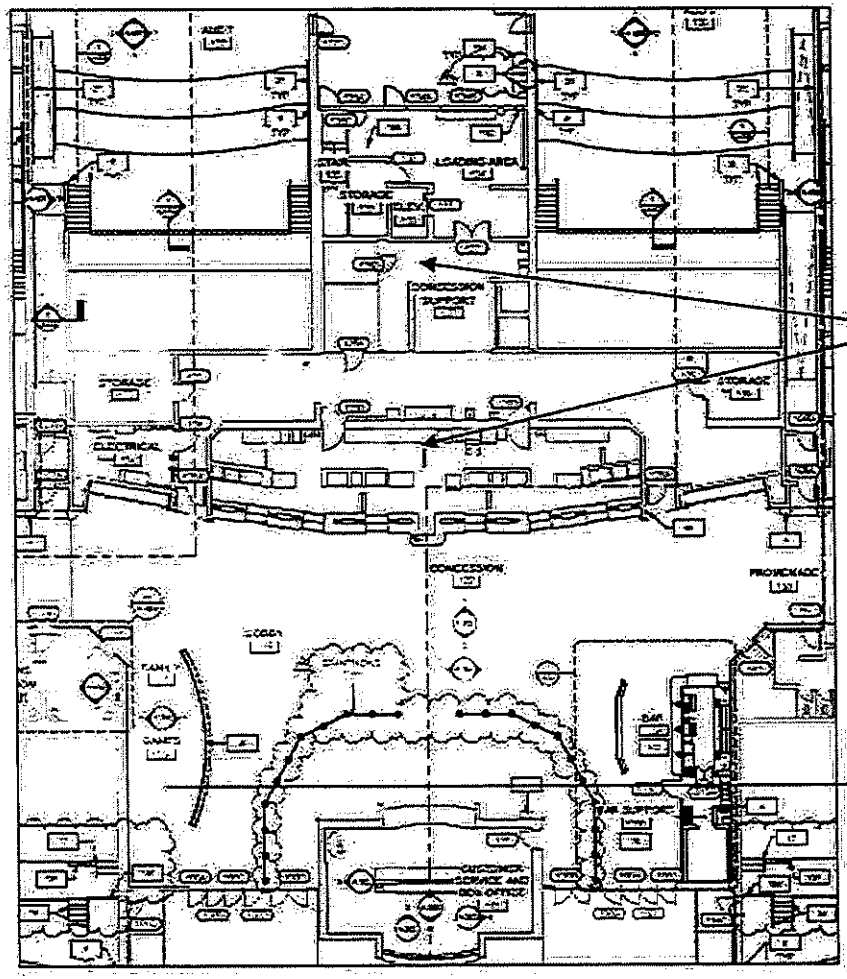
AUD. #6 RADIUS DIMS



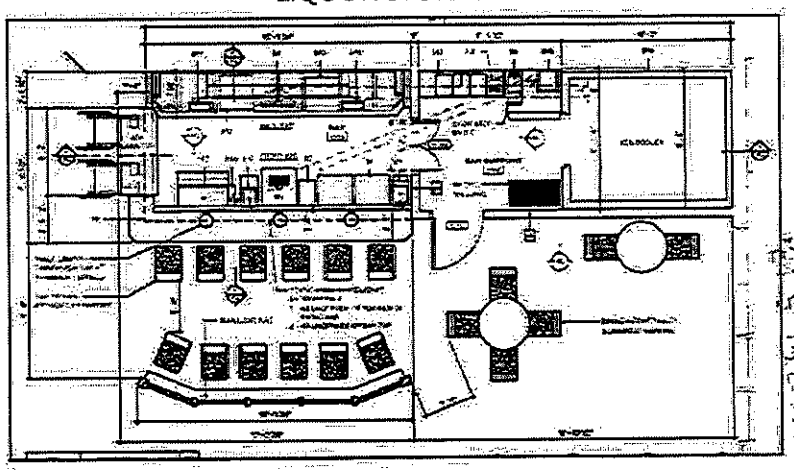
AUD. #7 RADIUS DIMS

A101

Harkins Theatres
9804 W Northern Ave
Peoria, AZ 85345
DIAGRAM ATTACHMENT



BAR AREA
LIQUOR STORAGE



'24 9 19 Liqr. Dept PM 2:13

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): HARKINS THEATRES

2. Must indicate the equipment below by Make, Model, and Capacity:

	LIST ONLY THE FOLLOWING - NO ATTACHMENTS
Grill	GOLD MEDAL HOT DOG ROLLER GRILL (8018) MTI AUTO FRYER (MTI-40C)
Oven	AMANA OVEN (AXP22TLT) | FWE COOK & HOLD OVEN (LCHR-1220-4) | WISCO COOKIE OVEN (621) HATCO CONVEYOR TOASTER (TQ3 900H)
Freezer	TURBO AIR 1-DOOR STAND UP REACH-IN FREEZER (M3F24-1)
Refrigerator	TRUE MANUFACTURING LOWBOY REFRIGERATOR 32" W (TFP-48-18M-D-2)
Sink	JOHN BOOS VEGTABLE PREP/WASH SINK (1B184-1D18R)
Dish Washing Facilities	COSTUM 3 BAY SINK
Food Preparation Counter (Dimensions)	ARCH METALS CUSTON S/S TABLES
Other	GOLD MEDAL POPCORN POPPER (2848E)

3. Attach a copy of your FULL menu with pricing **INCLUDING ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) 70 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? [X] YES [ ] No

(**If yes, what percentage of the public floor space does this area cover?**) 2 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [1,592]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 8]

TOTAL [= 1,600]

Individuals requiring ADA accommodations please call (602)542-9027

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☒ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment?** ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2 TV's

8 ARCADE GAMES

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	See below***
Bartenders	0
Hostesses	0
Managers	15
Servers	See below***
Other (TEAM MEMBERS)	31***
Other (TEAM LEADER)	13
Other ( )	

***Full-time and part-time Team Members are cross-trained as cooks, servers, bussers, cashiers, bartenders

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and statements that I have made herein are true and correct to the best of my

Applicant Signature [redacted]

Individuals requiring ADA accommodations please call (602)542-9027

Harkins THEATRES MENU

2024 Harkins Retail Price List

Effective on 5/10/24

*Pack Size/Calories represent entire item

Candy 1	Price
Kid's Candy - TON	[illegible]

Candy 2	Price
Buncha Crunch	$4.75
Junior Mints	$4.75
Milk Duds	$4.75
Reese's Pieces	$4.75
Whoppers	$4.75

Candy 3	Price
Haribo Gold Bears	$5.25
Haribo Twin Snakes	$5.25
Red Vines	$5.25
Sour Punch Assorted Bites	$5.25
Sour Punch Straws (Blue Raspberry)	$5.25
Starburst Minis	$5.25
Trolli Sour Crawlers	$5.25

Candy 4	Price
Chocolate Chip Cookie Dough Bites	$5.75
Kit Kat	$5.75
Lifesaver Gummies	$5.75
M&M Peanut peg bag	$5.75
M&M Plain peg bag	$5.75
Nerds Gummy Clusters (rainbow)	$5.75
Sour Patch Kids	$5.75
Sour Patch Watermelon	$5.75
Raisinets peg bag	$5.75
Skittles Sours	$5.75
Sweetarts Ropes Rainbow Punch	$5.75

Ice Cream	Price
Dibs - Crunch	$5.50
Oreo Ice Cream Sandwich	$5.50
Nestle Drumstick King Cone	$5.50
Nestle Tollhouse Sandwich	$5.50

Kid's Tray Combos	Price
Kids Combo (Fountain or Dasani 12oz)	$7.25
Kids ICEE Combo	$8.50
Honest Kids Juice Combo	$8.25

ICEE - Wild Cherry - Blue Raspberry	Price
22oz Fountain Cup (Small)	$7.00
32oz Fountain Cup (Medium)	$8.00
44oz Fountain Cup (Large)	$9.00
Loyalty Cup with ICEE (cup cost & icee refill cost)	$12.00

Fountain Drinks	Price
12oz Fountain Cup	[illegible]
16oz Fountain Cup	[illegible]
22oz Fountain Cup (Small)	$5.75
32oz Fountain Cup (Medium)	$6.75
44oz Fountain Cup (Large)	$7.75
32oz Loyalty Cup	$7.75
32oz Loyalty Cup only	$5.75

Loyalty Refill	Price
Loyalty Cup Fountain	$3.00
Loyalty Cup with ICEE	$4.25

Drinks Bottled	Price
Dasani Bottled Water	$5.50
Honest Kids Appley Ever After	$3.75
Monster Energy Drink	$6.50
Sparkling Water (Maison Perrier Regular & Lime)	$6.50
Smart Water (original theatres tested on 3/15)	$8.50
Vitamin Water - Essential or Power-C	$6.50

**Open Chico $6.00 in bar locations only

Popcorn	Price
Popcorn 46oz (Small)	$7.00
Popcorn 85oz (Medium)	$8.00
Popcorn 130oz (Large)	$9.00
Popcorn 170oz (Extra Large)	$11.50
M&M's minis milk chocolate	$2.50
Kernel Seasonings	$2.50

*Flavors: Caramel, Nacho Cheese, Ranch, White Cheddar

Big Party Popcorn	$14.00

NOTE: Popcorn popping oil = Canola Oil Buttery Topping & Fryer Oil = Soybean

Concessions Food	Price
Pretzel - plain, salt or cin sugar	$8.00
Nachos Grande	$8.50
Cheese or Pepperoni Pizza (Only BR, CN, MV, PR, SH, YP)	$9.75
Oh Snap Pickle Bites - Dill or Hot	$3.75
Cheese Cup	$3.25
Jumbo Cookie: Choc. Chip or Oatmeal Raisin (except CV, LP)	$3.00
Pistachios - no shell	$5.50

*Flavors: Chili Roasted, Roasted & Salted

Hot Food (not PR, SE, SH)	Price
Cheese Sticks	$6.50
French Fries	$6.00

Flatbreads (not BR, CN, MV, PR, SE, SH, YP)	Price
Margherita Flatbread	$9.75
Pepperoni Flatbread	$9.75

Chicken Tenders	Price
Chicken Tenders	$8.50
Chicken Tenders with fries	$11.50
Chicken Tenders with fries & 32 oz drink	$14.75

Ultimate Dog	Price
Ultimate Angus Dog	$7.50
Ultimate Dog with fries	$10.50
Ultimate Dog with fries & 32 oz drink	$13.75

Big Screen Burger (not BR, CN, MV, PR, SH, SE, YP)	Price
Big Screen Burger	$9.75
Big Screen burger with fries	$12.75
Big Screen Burger with fries & 32oz drink	$16.00
Add Cheese (Cheddar only)	$1.00

Chicken Sandwich (not BR, CN, MV, PR, SH, SE, YP)	Price
Chicken Sandwich	$9.75
Chicken Sandwich with fries	$12.75
Chicken Sandwich with fries & 32 oz drink	$16.00
Add Cheese (Cheddar only)	$1.00

Harkins

BIG BITES

Big Screen Burger 820 cal — $9.75
Fresh Angus Beef, Lettuce, Tomato, Red Onion, Thousand Island Dressing on a Toasted Potato Bun with a Kosher Pickle Spear
Add Fries 360 cal **$3** **Add Fries and Soft Drink** 360–820 cal **$6.25**
Add Cheese 80 cal **$1**

Crispy Chicken 710 cal — $9.75
Crispy Fried 100% Natural Chicken Breast, Lettuce, Tomato, Red Onion, Seasoned Mayonnaise on a Toasted Potato Bun with a Kosher Pickle Spear
Add Fries 360 cal **$3** **Add Fries and Soft Drink** 360–820 cal **$6.25**
Add Cheese 80 cal **$1**

SAVE $2 WHEN ORDERING A BIG SCREEN BURGER OR CRISPY CHICKEN BEER COMBO. ASK YOUR BARTENDER FOR MORE DETAILS.

FLATBREADS

Margherita Flatbread 750 cal — $9.75
Made-to-order Flatbread with Organic Tomato Sauce, Three-cheese Blend and Basil

Pepperoni Flatbread 920 cal — $9.75
Made-to-order Flatbread with Organic Tomato Sauce, Three-cheese Blend and Pepperoni

SAVORY SNACKS

Nachos Grande 1190 cal — $8.5
Tortilla Chips Served with Spicy Nacho Cheese Sauce

Ultimate Dog 510 cal — $7.5
100% Angus Beef Hot Dog Served in a Steamed Bun

Gourmet Pretzel 560–680 cal — $8
Cinnamon Sugar, Plain or Salted
Add Spicy Cheese Dipping Cup 100 cal **$3.25**

PLACE YOUR ORDER HERE, AND WE'LL BRING IT TO YOU AT THE BAR

Harkins

WINE BY THE GLASS

Sparkling — $9
Prosecco, Cantine Maschio 7oz. (Italy) 140 cal
Moscato, Cupcake 6.2oz (Italy) 155 cal — $10

Rosé 6oz. / 9oz.
Rosé, Day Owl (CA) 125/188 cal — $9.5/12.5

White 6oz. / 9oz.
Pinot Grigio, Stemmari (Italy) 144/216 cal — $7.5/10.5
Sauv. Blanc, Starborough (New Zealand) 150/225 cal — $9.5/12.5
Chardonnay, Harken (CA) 150/225 cal — $8.5/11.5

Red 6oz. / 9oz.
Pinot Noir, Old Soul (CA) 144/216 cal — $8.5/11.5
Merlot, 14 Hands (WA) 144/216 cal — $8.5/11.5
Red Blend, OZV (CA) 150/225 cal — $9.5/12.5
Cabernet Sauvignon, Line 39 (CA) 144/216 cal — $9.5/12.5

WINE BY THE BOTTLE

White
Pinot Grigio, Line 39 (CA) 634 cal — $33
Chardonnay, Intercept (CA) 575 cal — $36

Red
Pinot Noir, Natura (Chile) 609 cal — $33
Cabernet Sauvignon, Robert Hall (CA) 620 cal — $36

BEER

Draft Beer — $9
Coors Light 170 cal
Michelob Ultra 159 cal

Premium Draft Beer — $9.5
Blue Moon 272 cal
Dos Equis Lager 236 cal
Four Peaks Hazy IPA 320 cal
Four Peaks Hop Knot IPA 332 cal
Four Peaks Kilt Lifter 333 cal
Huss Brewing Scottsdale Blonde 233 cal
Mother Road Tower Station IPA 364 cal
Papago Orange Blossom 273 cal
Stella Artois 255 cal

Bottled Beer — $7
Bud Light 110 cal

Premium Bottled Beer — $8
Ballast Point Sculpin IPA 240 cal
Corona 149 cal
Firestone Walker 805 148 cal
Guinness Stout (14.9oz) 176 cal
Lagunitas IPA 180 cal

HARD CIDER, LEMONADE AND SELTZER

Hard Cider and Lemonade — $8
Angry Orchard Cider 190 cal
Mike's Hard Strawberry Lemonade 220 cal

Hard Seltzer — $8
White Claw Black Cherry 100 cal
White Claw Grapefruit 100 cal
White Claw Lime 100 cal
White Claw Raspberry 100 cal

Harkins

SPECIALTY DRINKS

Vodka Caramel Dream 450 cal — $9
Tito's Vodka, DeKuyper Buttershots Butterscotch Schnapps, Cream, Whipped Cream and Harkins Caramel Premium Popcorn

Bloody Mary 130 cal — $11
Tito's Vodka and Demitri's Classic Bloody Mary Mix

Long Island Iced Tea 270 cal — $14
Cruzan Aged Light Rum, Bombay Sapphire Gin, Tito's Vodka, Patron Silver, Cointreau, Sweet & Sour Mix and Coca-Cola

Mai Tai 280 cal — $12
Captain Morgan Spiced Rum, Cruzan Aged Light Rum, Cointreau, Orange Juice, Pineapple Juice, Grenadine, Orange Slice and a Maraschino Cherry

Margarita 290 cal — $14.5
Patron Silver, Cointreau, Sweet & Sour Mix and Orange Juice

Mimosa 140 cal — $10
Prosecco and Orange Juice

Mojito 170 cal — $10
Cruzan Light Aged Rum, Lime Juice, Club Soda and Fresh Mint

Moscow Mule 170 cal — $10
Tito's Vodka, Gosling's Ginger Beer and Lime Juice

Peach Bellini 140 cal — $10
Prosecco and Peach Fruit Purée

Spiked Strawberry Lemonade 330 cal — $11
Tito's Vodka, Mike's Hard Strawberry Lemonade and Club Soda

White Sangria 200 cal — $11
Pinot Grigio, Captain Morgan Spiced Rum, Daily's Simple Syrup, Orange Juice and Lime Juice

WATER

Dasani 0 cal — $5.5

Maison Perrier™ Lime or Original 0 cal — $6.5

Smartwater® 1 Liter 0 cal — $8.5

Topo Chico 0 cal — $6

RECORDS REQUIRED FOR AUDIT

RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

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. Name of restaurant (Please print): HARKINS THEATRES
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of *all* food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

   A. Sales Journals/Monthly Sales Schedules
      1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Dated Guest Checks
      4) Coupons/Specials/Discounts
      5) Any other evidence to support income from food and liquor sales
   B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks

12. **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

For ADA accommodations please call (602) 542-3997

13. **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

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: [redacted]

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY

Fee:	0
Job #:	307526
Date Accepted:	10/2/24
CSR:	[redacted]

E Current
1A0003 07642

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 04 / 01 / 1961
6. Email address: ANDREA@LEWKLAW.COM
7. Home Address: [redacted]
8. Daytime phone #: (602) 200-7222 Alternative phone #: (602) 200-7222

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES
3. Business Address: 9804 W NORTHERN AVE, PEORIA, AZ 85345

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☒

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☒

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☒
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 08/19/2024

ALIEN STATUS
RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) ANDREA DAHLMAN LEWKOWITZ

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No - If yes, indicate place of birth:

City MANKATO State MN COUNTRY USA

If you answered Yes, 1) Attach a legible copy of a document from the list below.

2) Name of document: AZ DRIVERS LICENSE

If you answered No, you must complete Sections III.

For [illegible] ADA accommodations, please call [illegible]

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.

2. A driver license issued by a state that verifies lawful presence in the United States.

3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)

4. A United States certificate of birth abroad.

5. A United States passport. ***Passport must be signed***

6. A foreign passport with a United States visa.

7. An I-94 form with a photograph.

8. A United States citizenship and immigration services employment authorization document or refugee travel document.

9. A United States certificate of naturalization.

10. A United States certificate of citizenship.

11. A tribal certificate of Indian blood.

12. A tribal or bureau of Indian affairs affidavit of birth.

13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

legal@azdot.gov for ADA accommodations please call (602)542-6027

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____
Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of theINA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

11. A nonimmigrant whose visa for entry is related to employment in the United States, or

12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

13. A foreign national not physically present in the United States.

14. ***Otherwise Lawfully Present***

15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

ANDREA DAHLMAN LEWKOWITZ — [redacted] — 08/05/2024

Print Name **Date**

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY

Fee:	22.00
Job #:	307526
Date Accepted:	10/2/24
CSR:	[redacted]

805-589

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C).

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: BOWERS (Last) MICHAEL (First) LEE (Middle)
2. Social Security # [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License # [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 12 / 31 / 1977
6. Email address: MIKEBOWERS@HARKINS.COM
7. Home Address: [redacted]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES
3. Business Address: 9804 W NORTHERN AVE, PEORIA, AZ 85345

Individuals requiring ADA accommodations please call (602)542-2999

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☑

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) MICHAEL LEE BOWERS hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 8/14/2024

Individuals requiring ADA accommodations please call (602)542-2999

'24 9 19 Liq. Dept PM 2:12

AzDLLC Questionnaire Supplement

Section 4 | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Michael Lee Bowers

Printed Name

[redacted]

Signature

8/21/2024

Date

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	22.00
Job #:	367524
Date Accepted:	10/2/24
CSR:	[redacted]

805.509

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: COOPER (Last) TYLER (First) STEPHEN (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 10 / 14 / 1976
6. Email address: TYLERCOOPER@HARKINS
7. Home Address: [redacted]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES
3. Business Address: 9804 W NORTHERN AVE, PEORIA, AZ 85345

RECEIVED AUG 19 Liq. Dept 2024

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☑
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) TYLER STEPHEN COOPER hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 8/12/24

Individuals requiring ADA accommodations please call (602) 542-2939

Liqr. Dept FR 2112

AzDLLC Questionnaire Supplement

Section 4 | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Tyler Stephen Cooper

Printed Name

[redacted]

Signature

8/21/24

Date

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY

Fee:	22.00
Job #:	307524
Date Accepted:	10/2/24
CSR:	[redacted]

805. 589

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: HARKINS (Last) DANIEL (First) EARL (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 02 / 06 / 1953
6. Email address: DANHARKINS@HARKINS.COM
7. Home Address: [redacted]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

SECTION 2 -- LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES
3. Business Address: 9804 W NORTHERN AVE, PEORIA, AZ 85345

Individuals requiring ADA accommodations please call (602)542-2999

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SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement, Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) DANIEL EARL HARKINS **hereby swear under penalty of perjury and in compliance with A.R.S. §4-210(A)(3) that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.**

Signature [redacted] **Date:** 08/14/24

Individuals requiring ADA accommodations please call (602)542-2999

'24 9 19 Liq. Dept PM 2:12

AzDLLC Questionnaire Supplement

Section 4 | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Daniel Earl Harkins

[redacted]

8/22/24
Date

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

LLC USE ONLY	
Fee:	22.00
Job #:	305526
Date Accepted:	10/2/24
CSR:	[redacted]

805589

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A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out control to otherwise operate the day-to-day operations of the licensed business.

A.R.S. §4-101(22) and A.A.C. §19-1-201.

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: LUSTIGER (Last) RICHARD (First) N/A (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 06 / 01 / 1973
6. Email address: RICHARDLUSTIGER@HARKINS.COM
7. Home Address: [redacted]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES
3. Business Address: 9804 W NORTHERN AVE, PEORIA, AZ 85345

Individuals with disabilities: ADA accommodation information available call (602)542-9999

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

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1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☑

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) RICHARD LUSTIGER hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 8/14/24

'24 9 19 Liqr. Dept PM 2:12

AzDLLC Questionnaire Supplement

Section 4 | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Richard Lustiger

Printed Name

[redacted] 8/21/24

Signature *Date*

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY:

Fee:	22.06
Job #:	307524
Date Accepted:	10/2/24
CSR:	[redacted]

805.589

Personal Information Questionnaire

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A.R.S. §4-101(10).

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A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: WILSON (Last) RACHEAL (First) RIGGS (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 02 / 18 / 1971
6. Email address: RACHEALWILSON@HARKINS.COM
7. Home Address: [redacted]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES
3. Business Address: 9804 W NORTHERN AVE, PEORIA, AZ 85345

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

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2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) RACHEAL RIGGS WILSON hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 8/12/24

'24 9 19 Liq. Dept PM 2:13

AzDLLC Questionnaire Supplement

Section 4 | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Racheal Wilson

Printed Name

[redacted] 8/22/24

Signature *Date*

State of Arizona
Department of Liquor Licenses and Control

Created 10/02/2024 @ 01:09:07 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	HARKINS ARROWHEAD FOUNTAINS		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	16046 N ARROWHEAD FOUNTAIN CTR DRIVE PEORIA, AZ 85382 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(623)412-0122		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLAW.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

OWNER

[redacted]

Name:	HARKINS PHOENIX CINEMAS LLC		
Contact Name:	ANDREA LEWKOWITZ		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L08682298	State of Incorporation:	AZ
Incorporation Date:	03/04/1999		
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLAW.COM		

Officers / Stockholders

Name:	Title:	% Interest:
HARKINS INVESTMENTS LLC	Member,Stockholder	100.00
WILLIAM RUSSELL WINDSOR	06070024	
DAVID PAUL MEZA	06070024	

RED'S AMUSEMENT INC - Shareholder

Name:	DANIEL E HARKINS TRUST UTD 12/26/20		
Contact Name:	ANDREA LEWKOWITZ		
Type:	TRUST		
AZ CC File Number:		State of Incorporation:	
Incorporation Date:			
Correspondence Address:	8901 E MCDONALD DRIVE SCOTTSDALE, AZ 85250 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLAW.COM		

HARKINS PHOENIX CINEMAS LLC - 06070024

Name:	DAVID PAUL MEZA
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)627-7777
Alt. Phone:	
Email:	

HARKINS ENTERPRISES INC - Vice President
HARKINS ADMINISTRATIVE SERVICES INC - Vice President
RED'S AMUSEMENT INC - Vice President

Name:	TYLER STEPHEN COOPER
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)627-7777
Alt. Phone:	
Email:	TYLERCOOPER@HARKINS.COM

HARKINS ENTERPRISES INC - Vice President
HARKINS ADMINISTRATIVE SERVICES INC - Vice President
RED'S AMUSEMENT INC - Vice President

Name:	RACHEAL RIGGS WILSON
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)627-7777
Alt. Phone:	
Email:	RACHEALWILSON@HARKINS.COM

DANIEL E HARKINS TRUST UTD 12/26/20 - Trustee

Name:	DANIEL EARL HARKINS
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)627-7777
Alt. Phone:	
Email:	DANHARKINS@HARKINS.COM

HARKINS INVESTMENTS LLC - Managing Member

Name:	HARKINS ENTERPRISES INC
Contact Name:	ANDREA LEWKOWITZ
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

HARKINS ENTERPRISES INC - CEO/President
HARKINS ADMINISTRATIVE SERVICES INC - CEO/President
RED'S AMUSEMENT INC - CEO/President

Name:	MICHAEL LEE BOWERS
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)627-7777
Alt. Phone:	
Email:	MIKEBOWERS@HARKINS.COM

HARKINS ENTERPRISES INC - Secretary
HARKINS ADMINISTRATIVE SERVICES INC - Secretary
RED'S AMUSEMENT INC - Secretary

Name:	RICHARD LUSTIGER
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)627-7777
Alt. Phone:	
Email:	RICHARDLUSTIGER@HARKINS.COM

HARKINS INVESTMENTS LLC - Member

Name: DKH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/94
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 8901 E MCDONALD DRIVE
SCOTTSDALE, AZ 85250
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

HARKINS PHOENIX CINEMAS LLC - Member,Stockholder

Name: HARKINS INVESTMENTS LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

HARKINS ENTERPRISES INC - Chair/ Treas / Dir
RED'S AMUSEMENT INC - Chair/ Treas / Dir
HARKINS ADMINISTRATIVE SERVICES INC - Chair/ Treas / Dir

Name: DANIEL EARL HARKINS
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)627-7777
Alt. Phone:
Email: DANHARKINS@HARKINS.COM

DKH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/94 - TRSUTEE
JMH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/1994 - TRUSTEE

Name: GRETA NEWELL
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)627-7777
Alt. Phone:
Email: GRETANEWELL@HARKINS.COM

HARKINS ADMINISTRATIVE SERVICES INC - Shareholder

Name: RED'S AMUSEMENT INC
Contact Name: ANDREA LEWKOWITZ
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

HARKINS INVESTMENTS LLC - Member

Name: JMH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/1994
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 8901 E MCDONALD DRIVE
SCOTTSDALE, AZ 85250
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Name: WILLIAM RUSSELL WINDSOR
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)710-2958
Alt. Phone:
Email: WILLIAMWINDSOR@HARKINS.COM

MANAGERS

Name: JENNIFER LYNN STALLBAUMER
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (623)792-3319
Alt. Phone:
Email: JENNIFERSTALLBAUMER@HARKINS.COM

****

Name: HARKINS ADMINISTRATIVE SERVICES INC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

APPLICATION INFORMATION

Application Number: 307504
Application Type: New Application
Created Date: 08/30/2024

QUESTIONS & ANSWERS

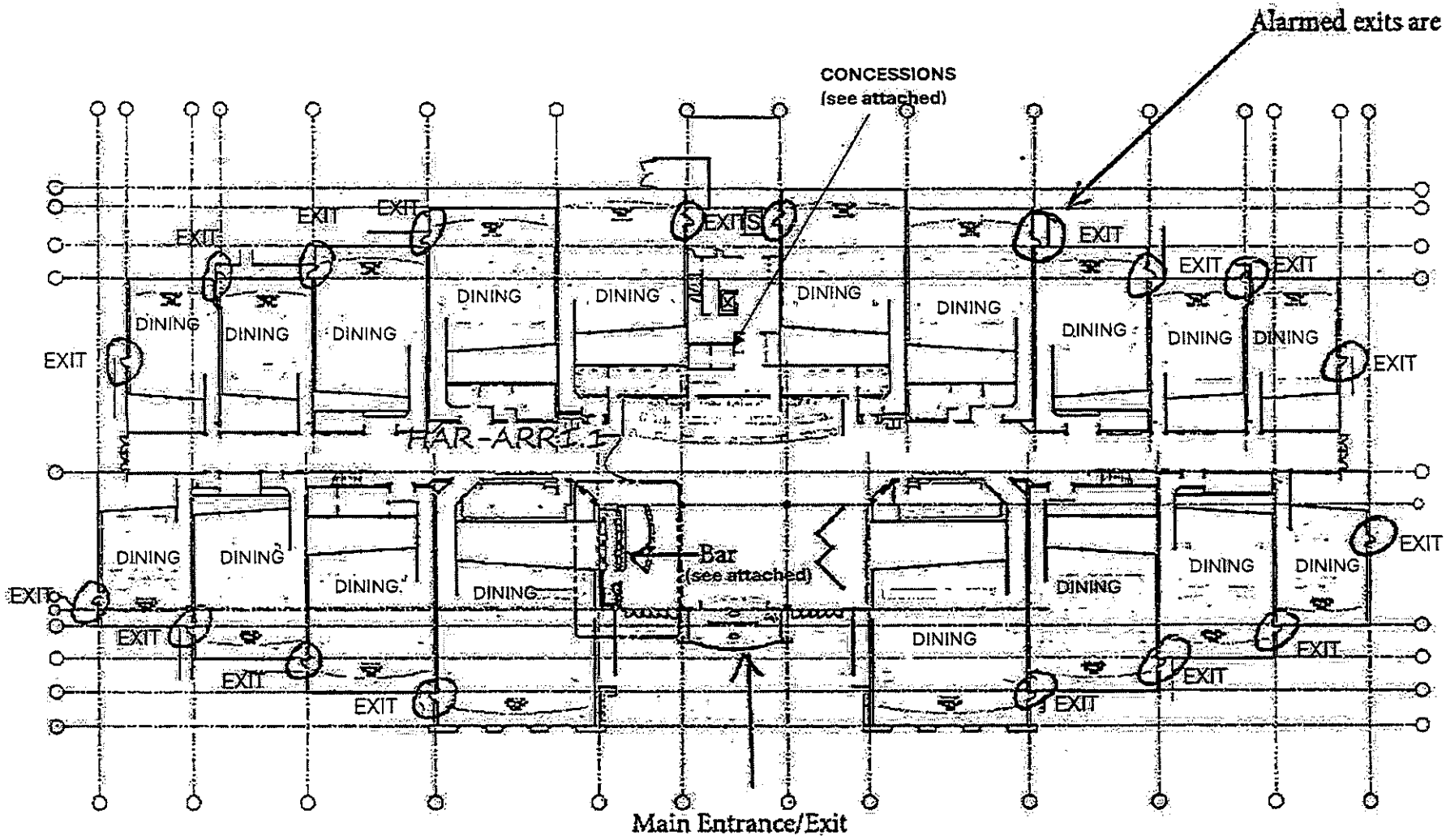
012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY OWNER
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $0.00
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
9) What type of business will this license be used for?
   RESTAURANT/THEATER

DOCUMENTS

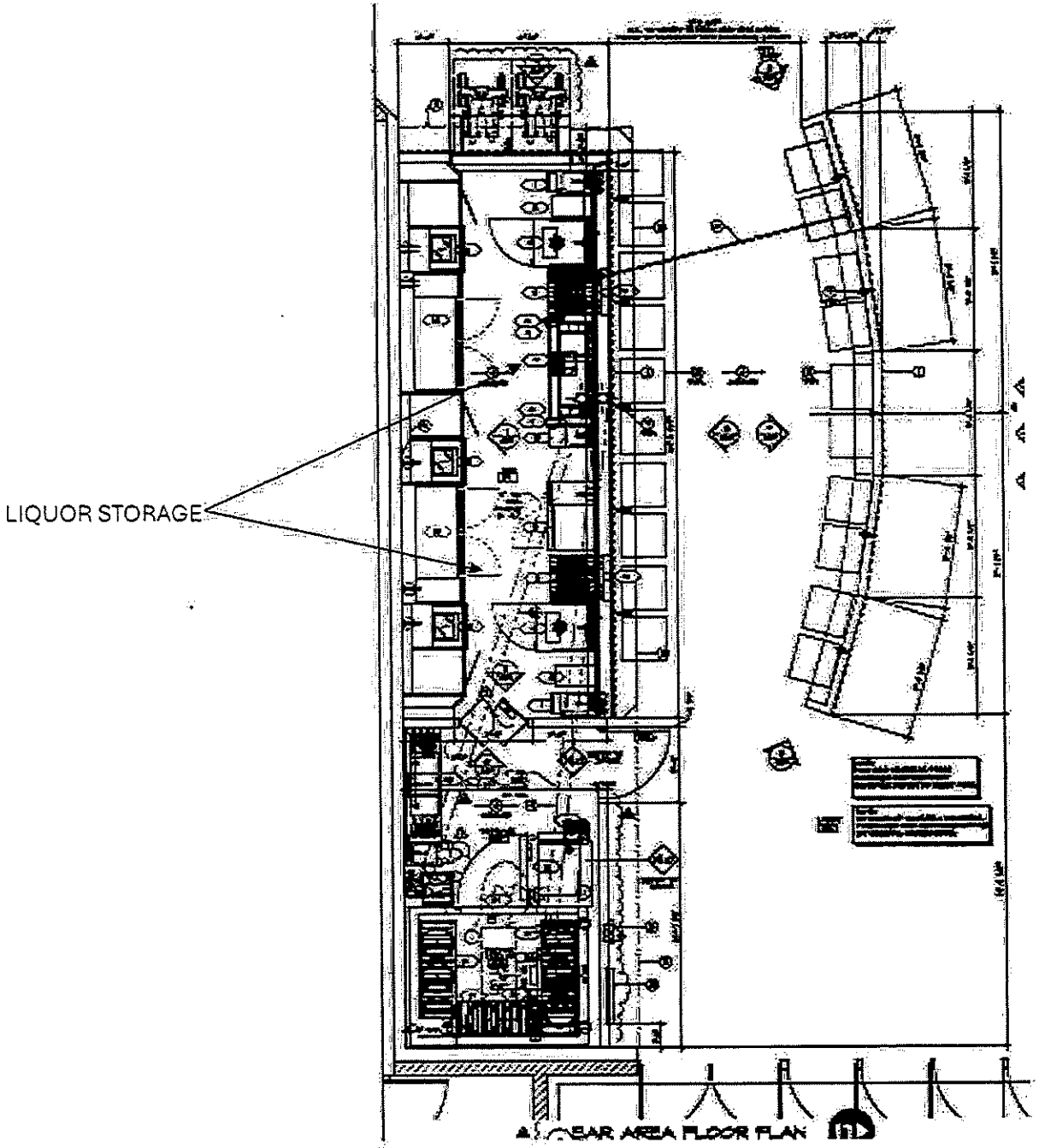
DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Harkins Arrowhead_Agt Ctn - ADL.pdf	08/30/2024
QUESTIONNAIRE	Harkins Arrowhead_Agt Q - ADL.pdf	08/30/2024
RECORDS REQUIRED FOR AUDIT	Harkins Arrowhead_Audit.pdf	08/30/2024
ORGANIZATIONAL DOCUMENTS	Harkins Arrowhead_CP Affidavit.pdf	08/30/2024
QUESTIONNAIRE	Harkins Arrowhead_CP Q - Bowers.pdf	08/30/2024
QUESTIONNAIRE	Harkins Arrowhead_CP Q - Cooper.pdf	08/30/2024
QUESTIONNAIRE	Harkins Arrowhead_CP Q - Harkins.pdf	08/30/2024
QUESTIONNAIRE	Harkins Arrowhead_CP Q - Lustiger.pdf	08/30/2024
QUESTIONNAIRE	Harkins Arrowhead_CP Q - Wilson.pdf	08/30/2024
DIAGRAM/FLOOR PLAN	Harkins Arrowhead_Diagram.pdf	08/30/2024
ORGANIZATIONAL DOCUMENTS	Harkins Arrowhead_Ownership.pdf	08/30/2024
RESTAURANT OPERATION PLAN	Harkins Arrowhead_ROP.pdf	08/30/2024
MENU	Harkins Menu (USE).pdf	08/30/2024

HARKINS ARROWHEAD FOUNTAINS
16046 N ARROWHEAD FOUNTAIN CTR DR
PEORIA, AZ 85382
80,971 SF



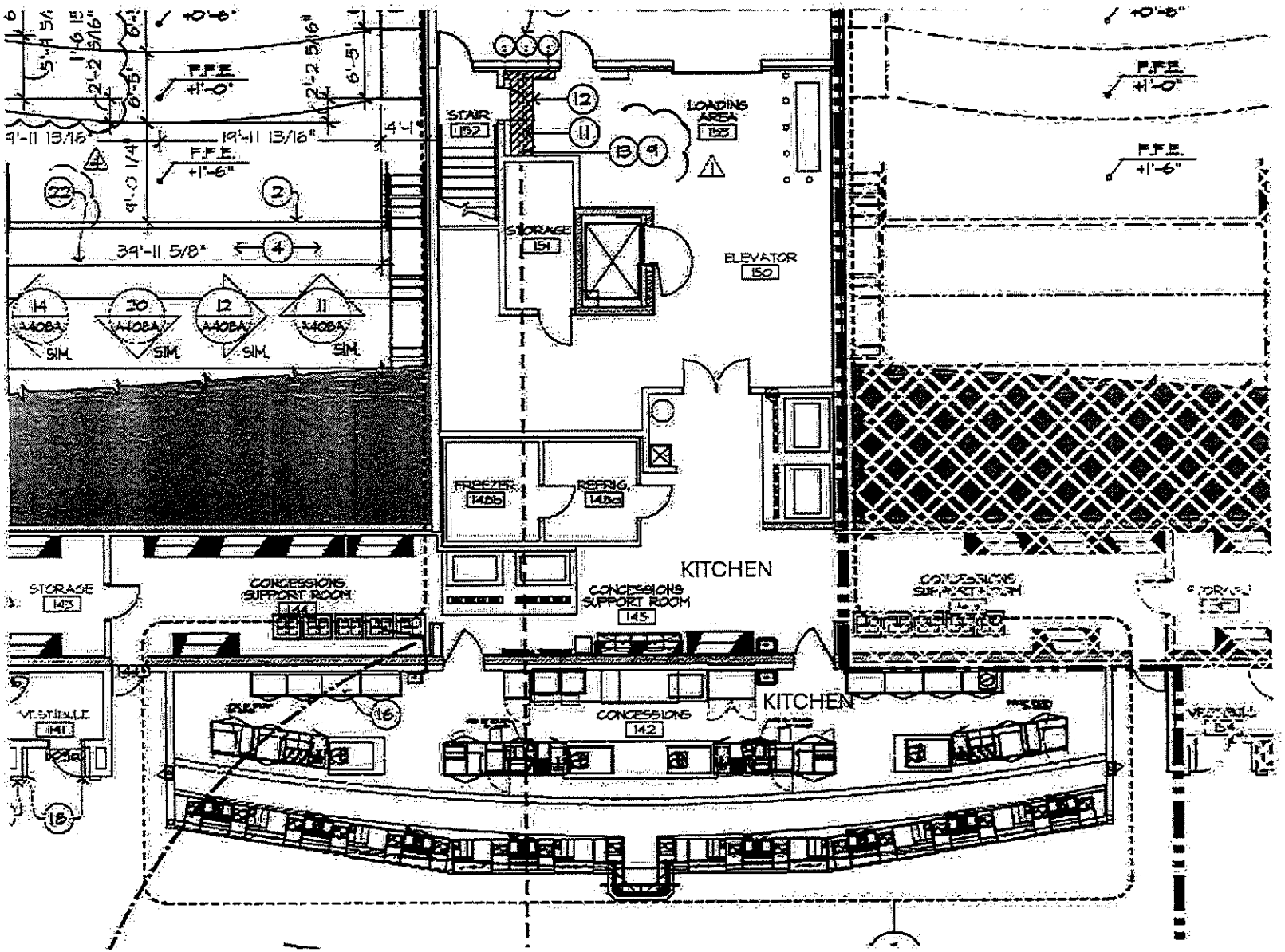
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HARKINS ARROWHEAD FOUNTAINS
BAR



AZ DLLC
AUG 30 2024

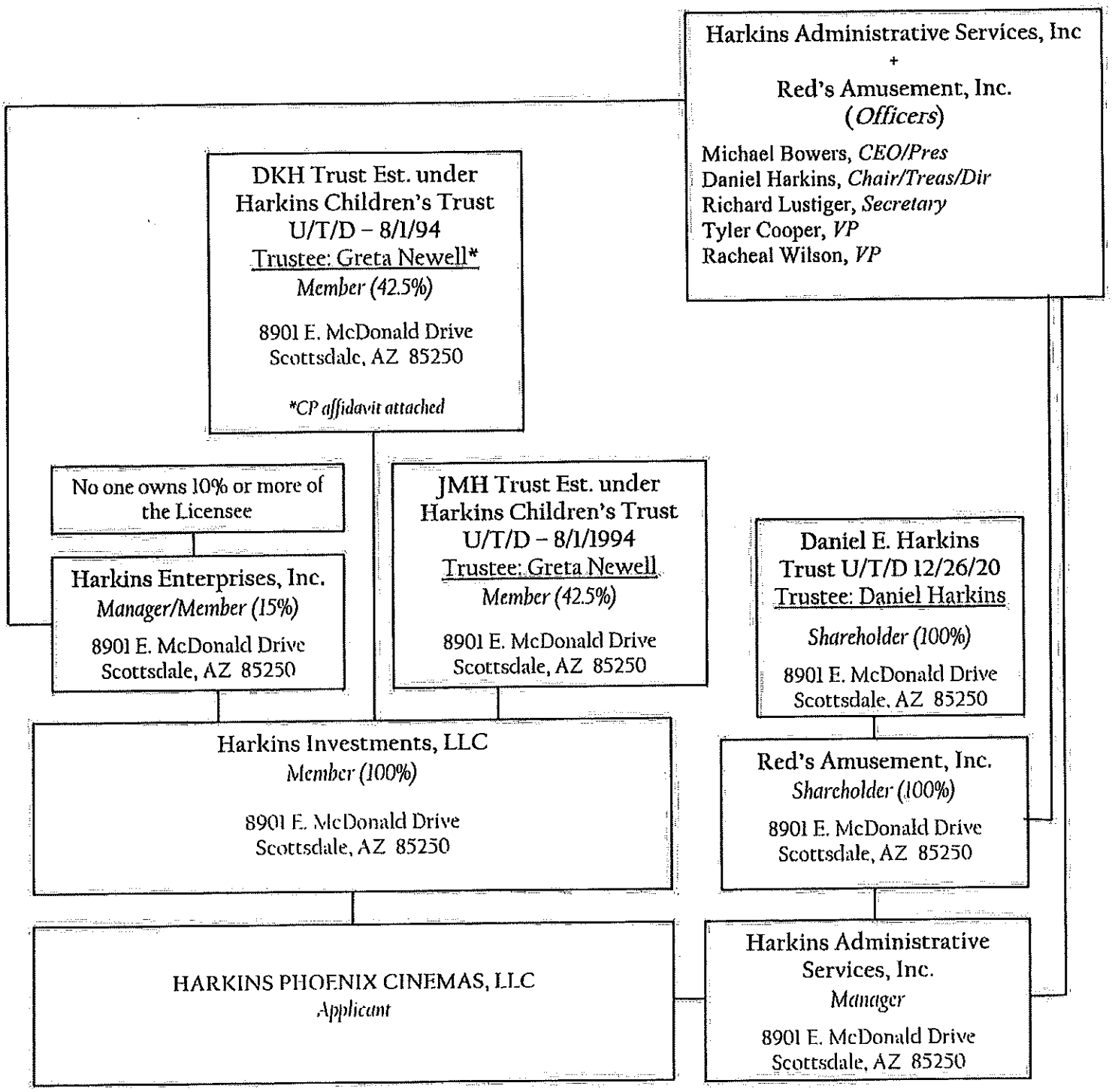
HARKINS ARROWHEAD FOUNTAINS
CONCESSIONS



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Harkins Phoenix Cinemas, LLC
Ownership Chart | 8/20/2024



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AUG 30 2024

APPLICANT/CONTROLLING PERSON AFFIDAVIT

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: HARKINS PHOENIX CINEMAS, L.L.C. by HARKINS ADMINISTRATIVE SERVICES, INC.
Affidavit of: MICHAEL BOWERS
Position/Title: CEO/PRESIDENT
State of: AZ **AZ Corp./L.L.C. #:** L08682298
County of: MARICOPA **State Incorporated:** AZ
I, (Print Full Name) MICHAEL LEE BOWERS **Declares:**

1. To obtain a liquor license to operate in Arizona, I have completed and delivered to the Arizona Dept. of Liquor Licenses and Control, the required questionnaire and fingerprint card. I have also submitted the required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who are involved in the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and submitted.

Name and title of such individuals are as follows (or list attached):

1) MICHAEL BOWERS, CEO/PRES
2) DANIEL HARKINS, BOARD CHAIR
3) RICHARD LUSTIGER, SEC
4) TYLER COOPER, VP
5) RACHAEL WILSON, VP

2. In addition to those submitting questionnaires and fingerprint cards, list other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals are involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona,

Such members and positions, along with date and place of birth, are as follows (or list attached):

1) GRETA NEWELL | TRUSTEE | 1/24/1960 | HAVRE, MT
2)
3)
4)

3. Finally, on information and belief, none of the individuals listed under item #2 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

Declaration:

I, (Print Name) MICHAEL BOWERS, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

[redacted]

Individuals requiring ADA accommodations please call (602)542-2999

AZ DLLC
AUG 30 2024

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): HARKINS ARROWHEAD FOUNTAINS

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	MTI AUTOFRYER MTI-40C GOLD MEDAL HOT DOG ROLLER GRILL (8019)
Oven	AMANA OVEN (AXP22TLT) | FWE COOK & HOLD OVEN (LCHR-1220-4) | WISCO COOKIE OVEN (621) HATCO CONVEYOR TOASTER (TQ3-900H)
Freezer	TURBO AIR 2-DOOR STAND UP REACH-IN FREEZER (M3F24-2)
Refrigerator	TRUE MANUFACTURING LOWBOY REFRIGERATOR 32" W (TFP-48-18M-D-2)
Sink	JOHN BOOS VEGTABLE PREP/WASH SINK (1B184-1D18R)
Dish Washing Facilities	COSTUM 3 BAY SINK
Food Preparation Counter (Dimensions)	ARCH METALS CUSTON S/S TABLES
Other	GOLD MEDAL POPCORN POPPER (2848E)

3. Attach a copy of your FULL menu with pricing **INCLUDING ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) 70 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

(**If yes, what percentage of the public floor space does this area cover?**) 2 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises; [2,258]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 16]

TOTAL [= 2,274]

Individuals requiring ADA accommodations please call (602)542-9027

AZ DLLC

AUG 30 2024

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☒ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment?** ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2 TV's

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	See below***
Bartenders	5
Hostesses	0
Managers	31
Servers	See below***
Other (TEAM MEMBERS)	60****
Other (TEAM LEADER)	25
Other ( )	

***Full time and part time Team Members are cross-trained as cooks, servers, bussers, cashiers

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my k

Applicant Signature: [redacted]

AZ DLLC
AUG 30 2024

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

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. Name of restaurant (Please print): HARKINS ARROWHEAD FOUNTAINS
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of *all* food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, *accurate* inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

A. Sales Journals/Monthly Sales Schedules

1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc, with sales for that day)
2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
3) Dated Guest Checks
4) Coupons/Specials/Discounts
5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

1) Daily Bank Deposit Slips
2) Bank Statements and canceled checks

12. 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

Persons requiring ADA accommodations please call (602)542-9999

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13. **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

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: [redacted]

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

If you require ADA accommodations please contact us at (602) 542-2999

Harkins THEATRES MENU

2024 Harkins Retail Price List

Effective on 5/10/24

*Pack Size/Calories represent entire item

Candy 1	Price
Kid's Candy - TON	[illegible]

Candy 2	Price
Buncha Crunch	$4.75
Junior Mints	$4.75
M&k Duds	$4.75
Reese's Pieces	$4.75
Whoppers	$4.75

Candy 3	Price
Haribo Gold Bears	$5.25
Haribo Twin Snakes	$5.25
Red Vines	$5.25
Sour Punch Assorted Bites	$5.25
Sour Punch Straws (Blue Raspberry)	$5.25
Starburst Minis	$5.25
Trolli Sour Crawlers	$5.25

Candy 4	Price
Chocolate Chip Cookie Dough Bites	$5.75
Kit Kat	$5.75
Lifesaver Gummies	$5.75
M&M Peanut peg bag	$5.75
M&M Plain peg bag	$5.75
Nerds Gummy Clusters (rainbow)	$5.75
Sour Patch Kids	$5.75
Sour Patch Watermelon	$5.75
Raisinets peg bag	$5.75
Skittles Sours	$5.75
Sweetarts Ropes Rainbow Punch	$5.75

Ice Cream	Price
Dibs - Crunch	$5.50
Oreo Ice Cream Sandwich	$5.50
Nestle Drumstick King Cone	$5.50
Nestle Tollhouse Sandwich	$5.50

Kid's Tray Combos	Price
Kids Combo [illegible]	$7.25
Kids ICEE Combo	$8.50
Honest Kids Juice Combo	$8.25

ICEE - Wild Cherry - Blue Raspberry	Price
22oz Fountain Cup (Small)	$7.00
32oz Fountain Cup (Medium)	$8.00
44oz Fountain Cup (Large)	$9.00
Loyalty Cup with ICEE (cup cost & icee refill cost)	$12.00

Fountain Drinks	Price
12oz Fountain Cup	[illegible]
16oz Fountain Cup	[illegible]
22oz Fountain Cup (Small)	$5.75
32oz Fountain Cup (Medium)	$6.75
44oz Fountain Cup (Large)	$7.75
32oz Loyalty Cup	$7.75
32oz Loyalty Cup only	$5.75

Loyalty Refill	Price
Loyalty Cup Fountain	$3.00
Loyalty Cup with ICEE	$4.25

Drinks Bottled	Price
Dasani Bottled Water	$5.50
Honest Kids Appley Ever After	$3.75
Monster Energy Drink	$6.50
Sparkling Water (Maison Perrier Regular & Lime)	$6.50
Smart Water (digital theatres tested on 3/13)	$8.50
Vitamin Water - Essential or Power-C	$6.50

**Topo Chico $6.00 in bar locations only

Popcorn	Price
Popcorn 46oz (Small)	$7.00
Popcorn 85oz (Medium)	$8.00
Popcorn 130oz (Large)	$9.00
Popcorn 170oz (Extra Large)	$11.50
M&M's minis milk chocolate	$2.50
Kernel Seasonings	$2.50

*Flavors: Caramel, Kettle Corn, Nacho Cheese, Ranch, White Cheddar

Big Party Popcorn	$14.00

NOTE: Popcorn popping oil = Canola Oil Buttery Topping & Fryer Oil = Soybean

Concessions Food	Price
Pretzel - plain, salt or cin sugar	$8.00
Nachos Grande	$8.50
Cheese or Pepperoni Pizza (Only BR, CN, MV, PR, SH, YP)	$9.75
Oh Snap Pickle Bites - Dill or Hot	$3.75
Cheese Cup	$3.25
Jumbo Cookie: Choc. Chip or Oatmeal Raisin (except CV, LP)	$3.00
Pistachios - no shell	$5.50

*Flavors: Chili Roasted, Roasted & Salted

Hot Food (not PR, SE, SH)	Price
Cheese Sticks	$6.50
French Fries	$6.00

Flatbreads (not BR, CN, MV, PR, SE, SH, YP)	Price
Margherita Flatbread	$9.75
Pepperoni Flatbread	$9.75

Chicken Tenders	Price
Chicken Tenders	$8.50
Chicken Tenders with fries	$11.50
Chicken Tenders with fries & 32 oz drink	$14.75

Ultimate Dog	Price
Ultimate Angus Dog	$7.50
Ultimate Dog with fries	$10.50
Ultimate Dog with fries & 32 oz drink	$13.75

Big Screen Burger (not BR, CN, MV, PR, SH, SE, YP)	Price
Big Screen Burger	$9.75
Big Screen burger with fries	$12.75
Big Screen Burger with fries & 32oz drink	$16.00
Add Cheese (Cheddar only)	$1.00

Chicken Sandwich (not BR, CN, MV, PR, SH, SE, YP)	Price
Chicken Sandwich	$9.75
Chicken Sandwich with fries	$12.75
Chicken Sandwich with fries & 32 oz drink	$16.00
Add Cheese (Cheddar only)	$1.00

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BIG BITES

Big Screen Burger 820 cal — $9.75
Fresh Angus Beef, Lettuce, Tomato, Red Onion, Thousand Island Dressing on a Toasted Potato Bun with a Kosher Pickle Spear
Add Fries 360 cal **$3** **Add Fries and Soft Drink** 360–820 cal **$6.25**
Add Cheese 80 cal **$1**

Crispy Chicken 710 cal — $9.75
Crispy Fried 100% Natural Chicken Breast, Lettuce, Tomato, Red Onion, Seasoned Mayonnaise on a Toasted Potato Bun with a Kosher Pickle Spear
Add Fries 360 cal **$3** **Add Fries and Soft Drink** 360–820 cal **$6.25**
Add Cheese 80 cal **$1**

SAVE $2 WHEN ORDERING A BIG SCREEN BURGER OR CRISPY CHICKEN BEER COMBO. ASK YOUR BARTENDER FOR MORE DETAILS.

FLATBREADS

Margherita Flatbread 750 cal — $9.75
Made-to-order Flatbread with Organic Tomato Sauce, Three-cheese Blend and Basil

Pepperoni Flatbread 920 cal — $9.75
Made-to-order Flatbread with Organic Tomato Sauce, Three-cheese Blend and Pepperoni

SAVORY SNACKS

Nachos Grande 1,190 cal — $8.5
Tortilla Chips Served with Spicy Nacho Cheese Sauce

Ultimate Dog 510 cal — $7.5
100% Angus Beef Hot Dog Served in a Steamed Bun

Gourmet Pretzel 560–680 cal — $8
Cinnamon Sugar, Plain or Salted
Add Spicy Cheese Dipping Cup 100 cal **$3.25**

PLACE YOUR ORDER HERE, AND WE'LL BRING IT TO YOU AT THE BAR

Harkins

AZ DLLC
AUG 30 2024

WINE BY THE GLASS

Sparkling — $9
Prosecco, Cantine Maschio 7oz. (Italy) 140 cal
Moscato, Cupcake 6.2oz (Italy) 155 cal — $10

Rosé 6oz. / 9oz.
Rosé, Day Owl (CA) 125/188 cal — $9.5/12.5

White 6oz. / 9oz.
Pinot Grigio, Stemmari (Italy) 144/216 cal — $7.5/10.5
Sauv. Blanc, Starborough (New Zealand) 150/225 cal — $9.5/12.5
Chardonnay, Harken (CA) 150/225 cal — $8.5/11.5

Red 6oz. / 9oz.
Pinot Noir, Old Soul (CA) 144/216 cal — $8.5/11.5
Merlot, 14 Hands (WA) 144/216 cal — $8.5/11.5
Red Blend, OZV (CA) 150/225 cal — $9.5/12.5
Cabernet Sauvignon, Line 39 (CA) 144/216 cal — $9.5/12.5

WINE BY THE BOTTLE

White
Pinot Grigio, Line 39 (CA) 634 cal — $33
Chardonnay, Intercept (CA) 575 cal — $36

Red
Pinot Noir, Natura (Chile) 609 cal — $33
Cabernet Sauvignon, Robert Hall (CA) 620 cal — $36

BEER

Draft Beer — $9
Coors Light 170 cal
Michelob Ultra 159 cal

Premium Draft Beer — $9.5
Blue Moon 272 cal
Dos Equis Lager 236 cal
Four Peaks Hazy IPA 320 cal
Four Peaks Hop Knot IPA 332 cal
Four Peaks Kilt Lifter 333 cal
Huss Brewing Scottsdale Blonde 233 cal
Mother Road Tower Station IPA 364 cal
Papago Orange Blossom 273 cal
Stella Artois 255 cal

Bottled Beer — $7
Bud Light 110 cal

Premium Bottled Beer — $8
Ballast Point Sculpin IPA 240 cal
Corona 149 cal
Firestone Walker 805 148 cal
Guinness Stout (14.9oz) 176 cal
Lagunitas IPA 180 cal

HARD CIDER, LEMONADE AND SELTZER

Hard Cider and Lemonade — $8
Angry Orchard Cider 190 cal
Mike's Hard Strawberry Lemonade 230 cal

Hard Seltzer — $8
White Claw Black Cherry 100 cal
White Claw Grapefruit 100 cal
White Claw Lime 100 cal
White Claw Raspberry 100 cal

Harkins

AZ DLLC
AUG 30 2024

SPECIALTY DRINKS

Vodka Caramel Dream 450 cal — $9
Tito's Vodka, DeKuyper Buttershots Butterscotch Schnapps, Cream, Whipped Cream and Harkins Caramel Premium Popcorn

Bloody Mary 130 cal — $11
Tito's Vodka and Demitri's Classic Bloody Mary Mix

Long Island Iced Tea 270 cal — $14
Cruzan Aged Light Rum, Bombay Sapphire Gin, Tito's Vodka, Patron Silver, Cointreau, Sweet & Sour Mix and Coca-Cola

Mai Tai 280 cal — $12
Captain Morgan Spiced Rum, Cruzan Aged Light Rum, Cointreau, Orange Juice, Pineapple Juice, Grenadine, Orange Slice and a Maraschino Cherry

Margarita 290 cal — $14.5
Patron Silver, Cointreau, Sweet & Sour Mix and Orange Juice

Mimosa 140 cal — $10
Prosecco and Orange Juice

Mojito 170 cal — $10
Cruzan Light Aged Rum, Lime Juice, Club Soda and Fresh Mint

Moscow Mule 170 cal — $10
Tito's Vodka, Gosling's Ginger Beer and Lime Juice

Peach Bellini 140 cal — $10
Prosecco and Peach Fruit Purée

Spiked Strawberry Lemonade 330 cal — $11
Tito's Vodka, Mike's Hard Strawberry Lemonade and Club Soda

White Sangria 200 cal — $11
Pinot Grigio, Captain Morgan Spiced Rum, Daily's Simple Syrup, Orange Juice and Lime Juice

WATER

Dasani 0 cal — $5.5

Maison Perrier™ Lime or Original 0 cal — $6.5

Smartwater® 1 Liter 0 cal — $8.5

Topo Chico 0 cal — $6

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DLLAUG 30 2024

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Fee:	
Job #:	307504
Date Accepted:	8/30/24
CSR:	[redacted]

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

8/29/23 fp current

☒ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 04 / 01 / 1961
6. Email address: ANDREA@LEWKLAW.COM
7. Home Address: [redacted]
8. Daytime phone #: (602) 200-7222 Alternative phone #: (602) 200-7222

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS ARROWHEAD FOUNTAINS
3. Business Address: 16046 N ARROWHEAD FOUNTAIN CTR DR, PEORIA, AZ 85382

Individuals requiring ADA accommodations please call (602)542-2999

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AUG 30 2024

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☒

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☒

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 08/19/2024

Individuals requiring ADA accommodations please call (602)542-2999

AZ DLLC

AUG 30 2024

ALIEN STATUS
RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) ANDREA DAHLMAN LEWKOWITZ

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No - If yes, indicate place of birth:

City MANKATO State MN COUNTRY USA

If you answered Yes, 1) Attach a legible copy of a document from the list below.

2) Name of document: AZ DRIVERS LICENSE

If you answered No, you must complete Sections III.

AZ DLLC
AUG 30 2024

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identificationcard.
2. A driver license issued by a state that verifies lawful presence in the UnitedStates.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

Individuals requiring ADA accommodations please call (602)542-9027

AZ DLLC

AUG 30 2024

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationallly Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA,
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of theINA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

11. A nonimmigrant whose visa for entry is related to employment in the United States, or

12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

13. A foreign national not physically present in the United States.

14. ***Otherwise Lawfully Present***

15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

ANDREA DAHLMAN LEWKOWITZ — [redacted] — 08/05/2024

Print Name — **Date**

Individuals requiring ADA accommodation, please call (602)542-9027

AZ DLLC

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Fee:	
Job #:	307504
Date Accepted:	8/30/24
CSR:	[redacted]

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

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Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

605589 pending

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: BOWERS (Last) MICHAEL (First) LEE (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 12 / 31 / 1977
6. Email address: MIKEBOWERS@HARKINS.COM
7. Home Address: [redacted]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS ARROWHEAD FOUNTAINS
3. Business Address: 16046 N ARROWHEAD FOUNTAIN CTR DR, PEORIA, AZ 85382

AUG 30 2024

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) MICHAEL LEE BOWERS hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 8/14/2024

AZ DLLC
AUG 30 2024

AzDLLC Questionnaire Supplement

Section 4 | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Michael Lee Bowers

Printed Name

[redacted]

Sig

8/21/2024

Date

AUG 30 2024

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Fee:
Job #: 307504
Date Accepted: 8/30/24
CSR: [redacted]

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

005-589 pending

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: COOPER (Last) TYLER (First) STEPHEN (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 10 / 14 / 1976
6. Email address: TYLERCOOPER@HARKINS
7. Home Address: [redacted]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

SECTION 2 -- LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS ARROWHEAD FOUNTAINS
3. Business Address: 16046 N ARROWHEAD FOUNTAIN CTR DR, PEORIA, AZ 85382

Individuals requiring ADA accommodations please call (602)542-2999

AZ DLLC
AUG 30 2024

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) TYLER STEPHEN COOPER hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 8/12/24

Individuals requiring ADA accommodations please call (602)542-2929

AZ DLLC
AUG 30 2024

AzDLLC Questionnaire Supplement

Section 4 | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Tyler Stephen Cooper

Printed Name

[redacted]

Signature

8/21/24

Date

AUG 30 2024

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY	
Fee:	
Job #:	307504
Date Accepted:	8/30/24
CSR:	[redacted]

Personal Information Questionnaire

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A.R.S. §4-101(10).

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A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

QOT 509 pending

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: HARKINS (Last) DANIEL (First) EARL (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 02 / 06 / 1953
6. Email address: DANHARKINS@HARKINS.COM
7. Home Address: [redacted]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS ARROWHEAD FOUNTAINS
3. Business Address: 16046 N ARROWHEAD FOUNTAIN CTR DR, PEORIA, AZ 85382

Individuals requiring ADA accommodations please call (602)542-2999

AZ DLLC
AUG 30 2024

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) DANIEL EARL HARKINS **hereby swear under penalty of perjury and in compliance with A.R.S. §4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the inform[redacted]e herein are true and correct to the best of my knowledge.**

Signatur[redacted] **Date:** 08/14/24

AZ DLLC
AUG 30 2024

AzDLLC Questionnaire Supplement

Section 4 | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Daniel Earl Harkins

[redacted]

8/22/24
Date

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY

Fee:	
Job #:	307504
Date Accepted:	8/30/24
CSR:	[redacted]

AZ DLLC
AUG 30 2024

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A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the department of Liquor who has the authority to organize, direct, carry out administer or supervise operation of the day to day operations of a liquor licensed business.

A.R.S. §4-101(22) and A.A.C. §19 R4-2-(C)

LDT-590 pending

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: LUSTIGER (Last) RICHARD (First) N/A (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 06 / 01 / 1973
6. Email address: RICHARDLUSTIGER@HARKINS.COM
7. Home Address: [redacted]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS ARROWHEAD FOUNTAINS
3. Business Address: 16046 N ARROWHEAD FOUNTAIN CTR DR, PEORIA, AZ 85382

Individuals requiring ADA accommodations please call (602) 542-5141

AZ DLLA
AUG 30 2024

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) RICHARD LUSTIGER hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 8/14/24

Individuals requiring ADA accommodations please call (602)542-2999

AUG 30 2024

AzDLLC Questionnaire Supplement

Section 4 | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Richard Lustiger

Printed Name

[redacted] 8/21/24

Signature *Date*

AUG 30 2024

DLLC USE ONLY

Fee:	
Job #:	307504
Date Accepted:	8/30/24
CSR:	[redacted]

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

DOC-590 pending

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: WILSON (Last) RACHEAL (First) RIGGS (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: [redacted]
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 02 / 18 / 1971
6. Email address: RACHEALWILSON@HARKINS.COM
7. Home Address: [redacted]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS ARROWHEAD FOUNTAINS
3. Business Address: 16046 N ARROWHEAD FOUNTAIN CTR DR, PEORIA, AZ 85382

Individuals requiring ADA accommodations please call (602)542-2999

AZ DLLC
AUG 30 2024

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: TBD

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) RACHEAL RIGGS WILSON hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information [redacted] I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 8/12/24

AZ DLLC
AUG 30 2024

AzDLLC Questionnaire Supplement

Section 4 | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Racheal Wilson

Printed Name

[redacted] 8/22/24

Signature *Date*

'24 SEP 18 PM 1:33 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Fee:
Job #: 307504
Date Accepted: 9/12/24
CSR: [redacted]

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

fp current 9/19/24

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☐ CONTROLLING PERSON ☑ MANAGER

1. Name: STALLBAUMER (Last) JENNIFER (First) LYNN (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: ____
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 06 / 13 / 1973
6. Email address: jenniferstallbaumer@harkins.com
7. Home Address: [redacted]
8. Daytime phone #: 6237923319 Alternative phone #: 6237923319

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING - SERIES 12 | JOB #307504
2. Business Name (doing business as): HARKINS ARROWHEAD FOUNTAINS
3. Business Address: 16046 N ARROWHEAD FOUNTAIN CTR DR, PEORIA, AZ 85382

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: JENNIFER LYNN STALLBAUMER

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☑
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) JENNIFER LYNN STALLBAUMER hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature [redacted] **Date:** 09/06/2024

'24 SEP 18 PM 1:33 AZDLLC

☐ On-sale
☐ Off-sale
☒ On- and off-sale

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the training provider signs the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 training a condition of employment.

A replacement Certificate of Completion for Title 4 training may be obtained through the training provider for two years after the training completion date.

Student Information

Jennifer Stallbaumer

[redacted]

04/27/202[redacted] — 04/27/2027

Training Completion Date — Certificate Expiration Date (2 years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education

Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, Jesus Altamirano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[redacted] _____ / _____ / _____
Instructor Signature — Day / Mo / Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

'24 SEP 18 PM 1:33 AZDLLC

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a state-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Jennifer Stallbaumer

[redacted]

04/27/2024
Training Completion Date

04/27/2027
Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education
Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021
Mailing Address

(602) 285-1396
Daytime Contact Phone Number

I, Jesus Altamirano, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[redacted]
Instructor Signature

___/___/___
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
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'24 SEP 18 PM 1:33 AZDLLC

ARIZONA

RECEIPT

Date: 09/13/2024
Order ID: [redacted]
Authorization #: [redacted]
Please reference these numbers in any correspondence regarding your transaction

Billing Information

Jennifer stallbaumer
[redacted]
Phone #: 623-792-3319
Email: jenniferstallbaumer@harkins.com

Account Information

Payment Method: VISA
[redacted]

Product ID	Item Description	Amount	Quantity	Gross
PSAPT001	Conduct Criminal Background Checks for Pre-Employment Screening - State & Federal Agencies	$22.00	1	$22.00
PSPSPCC1	Service Fees	$0.44	1	$0.44
			TOTAL	$22.44

Notes:

Arizona Department of Public Safety: This is a transaction for AZDPS for A000345469

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 27R.

Date Prepared: 11/5/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Chris M. Jacques, AICP, Planning Director

SUBJECT: PUBLIC HEARING - Conditional Use Permit Appeal, Cibola Vista Self Storage

Purpose:

Discussion and possible action to affirm the October 17, 2024 decision of the Planning and Zoning Commission unanimously approving a Conditional Use Permit (CUP) for a proposed self-storage facility, generally located at the northwest corner of Lake Pleasant Parkway and Cibola Vista Drive. The decision was appealed by a member of the public.

Summary:

Introduction:
The applicant, Taylor Earl of Earl & Curley, on behalf of Abernathy Holdings, is requesting a Conditional Use Permit (CUP) to allow a mini-storage facility in accordance with the Cibola Vista Planned Area Development (PAD) zoning for the subject site.

Pursuant to Section 21-321 of the City Code, decisions on Conditional Use Permits are the purview of the Planning and Zoning Commission, subject to an appeal to the City Council. On October 17, 2024, the Planning and Zoning Commission obtained a legal quorum, held a public hearing and unanimously (4-0) approved the CUP for the proposed mini-storage facility. Subsequently, a timely appeal was received by City staff (Exhibit 1 of this report). As a result, the City Council is required to hold a public hearing and render a decision on the appeal. The decision before the City Council will be to affirm, modify, or overturn the Planning Commission decision on the CUP.

Should the approval of the CUP be affirmed by the City Council, the applicant would proceed forward with the Site Plan application that is currently under review (Case SP22-34), with construction plans to follow.

To be clear:

a. The zoning for the property, Planned Area Development (PAD), establishes the land use and development rights for the site (e.g. setbacks, building height, etc.). The zoning for the site was established by City Council on May 1, 2001. *The applicant is not seeking a*

change in zoning.

b. Conditional Use Permit ("operational and physical impacts") – The purpose of the CUP is to ensure that the physical and operating characteristics inherent with the land use have been sufficiently resolved or mitigated, thereby optimizing compatibility with the surrounding area. More specifically, the review and decision regarding a CUP application is limited to site-specific impacts such as noise, traffic, odor, light, hours of operation and others.

Cibola Vista Planned Area Development (PAD):

In 2001, the City adopted *Ordinance No. 01-14* approving the Planned Area Development (PAD) zoning entitlement for the 241-acre master planned community of Cibola Vista. The planned community contained a mix of uses including single-family residential, multi-family residential, resort commercial, and commercial. One of the sites within the development that contained a commercial designation at the time of adoption was the subject site. More specifically, the approved Cibola Vista zoning for the subject site referred to the City's Intermediate Commercial (C-2) zoning district for the schedule of permitted and conditionally permitted uses. Within the City Council adopted land use schedule, Mini-Storage Facilities are a conditionally permitted use, thereby requiring the issuance of a CUP to further scrutinize and mitigate any physical and operational characteristics.

Context:

The subject site is a triangular shaped property, and bounded on the west by a single-family subdivision (Pleasant Valley Estates). To the north is a single undeveloped commercial parcel that is part of the West Wing Planned Community District (PCD) Zoning District. The east side of the site is bounded by Lake Pleasant Parkway, which is designated as a limited access parkway. Lake Pleasant Parkway runs at an angle from southwest to northeast at this location thereby creating the triangular shape of the subject site. Directly east of Lake Pleasant Parkway is the northern extent of the Cibola Vista resort, and a vacant commercial parcel that is part of the Cibola Vista PAD.

Proposal:

The applicant is requesting approval of a Conditional Use Permit for a Self-Storage Facility. Since the initial request was filed in 2022, there have been a number of touch points with neighbors resulting in several alterations made to the design to address specific site related concerns, as described further below. The proposed storage facility would consist of 693 units and 470 square feet of office space, that results in a 92,157 square foot building consisting of two (2) floors above-ground and one (1) basement level (below ground). With a floor situated below grade, the top of the building parapet will be twenty-five (25) feet above grade, which effectively places the building height below what is permitted in the adjacent single-family neighborhoods at thirty (30) feet. Office hours will be from 9:30 AM to 6:00 PM Monday through Friday, and 9:30 AM to 5:00 PM Saturday and Sunday. Move-in and access hours will be from 6:00 AM to 9:00 PM daily.

Land Use:

Every zoning district within the Zoning Ordinance identifies certain land uses, which are "permitted outright", and those that are seen as complementary to typical permitted uses in the district, but due to their physical or operational characteristics, may need additional design or performance regulations in place to ensure they are developed and operated in a manner that is compatible with adjoining uses. These types of complementary uses are referred to within the Zoning Ordinance as "conditionally permitted."

In 2001, the City Council approved the Cibola Vista Planned Area Development (PAD) which included a schedule of permitted and conditionally permitted uses for the commercial areas identified within the community. More specifically, the current language within the Cibola Vista PAD refers to land uses in accordance with the Intermediate Commercial (C-2) Zoning District. This means an Indoor Storage (i.e. Mini-Storage) Facility is an allowed use on this site, subject to the issuance of a Conditional Use Permit.

Appeal Analysis:
The application that is the subject of this appeal is the Conditional Use Permit for the proposed storage facility. Section 21-321.H.2.a states that the Council "shall base its decision on the written findings previously issued by the Commission, applicable law, the review criteria stipulated in this Section, and guidelines promulgated by the Department."

While operational characteristics are one facet to consider in assessing this type of request, another is evaluating how will the resulting development either blend or impact the surrounding character of the area. In this specific situation, the proposed development seeks to emulate elements of the adjacent residential homes to the west and the Cibola Vista Resort to the east. The Indoor Self-Storage use proposed on the site is one of the least intense non-residential uses conditionally permitted within the Intermediate Commercial (C-2) Zoning District.

The review criteria identified within Section 21-321 of the Zoning Ordinance are stated within the Staff Report (Exhibit 4) to the Planning and Zoning Commission on October 17, 2024 and are further analyzed within that report. In their approval of the Conditional Use Permit request, the Planning Commission adopted the findings provided with the Staff Report (Exhibit 4) on October 17, 2024, which are restated below.

Findings:
- The subject site is located within the Retail Commercial portion of the Cibola Vista Planned Area Development (PAD).
- The Cibola Vista PAD allows permitted and conditionally permitted uses consistent with the Intermediate Commercial (C-2) zoning district, as outlined in the Peoria Zoning Ordinance, within the Retail Commercial portion of the PAD.
- The City Council adopted Zoning Ordinance Text Amendment (Ord. 2024-05) regarding Self-Storage facilities which allowed for those facilities in process at the time of the text amendment to utilize the ordinance in place prior to the ordinance adoption.
- The proposal meets the requisite Limitations on Use standards within Section 21-505 of the City of Peoria Zoning Ordinance.
- When operated in accordance with the recommended conditions of approval, the use is not expected to have an impact on adjacent properties.
- On behalf of the owner, the applicant has submitted a signed and notarized Proposition 207 waiver, which will be recorded with the conditions outlined below.

In reviewing the appellants request, there is no justification or evidence provided that states how the Commission’s decision did not meet the Council adopted review and approval criteria specified within the Zoning Ordinance. Rather, the basis of the appeal appears to illegitimately challenge or relitigate the 2001 Council adopted land use schedule, permitting the land use at this

location. As such, the validity of the appeal is in question.

Public Involvement:
Public Noticing:
The application was properly noticed pursuant to Section 21-315 of the Peoria Zoning Ordinance, which includes notification to all property owners within 600 feet of the site and registered HOAs within one (1) mile, posting of a sign on the site, and placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

Outreach Efforts:
As a requirement of the Conditional Use Permit application process when opposition is received within 21 days of the notice of application, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting. In this case the applicant chose to hold two (2) neighborhood meetings to conduct additional outreach efforts. In preparation for the neighborhood meeting, the applicant notified all property owners within a 600-foot radius of the site and all registered Homeowners' Associations within one (1) mile.

A neighborhood meeting was held on January 25, 2023, at the West Wing Mountain Community Center. Approximately eighty-one (81) people attended the neighborhood meeting, along with the Councilmember and City staff members. At the meeting, the development team presented the details of the project and answered the resident's questions. Concerns from residents were brought up regarding issues such as building height, hours of operation, traffic, visibility into adjacent residences, and security for the subject site.

In light of neighborhood concerns the applicant responded by lowering the building from three (3) stories to two (2) stories above grade and modifying the architecture. Subsequent to those modifications, a 2nd meeting was held in order to provide additional information, and address additional input from surrounding property owners.

The second neighborhood meeting was held on August 14, 2023. Approximately twenty-five (25) people attend the meeting. Comments from attendees referenced items such as tree species, lighting heights, A/C locations, and loading locations. After the meeting, an additional reduction to the proposed building height occurred, resulting in the design as presented by staff to the Planning and Commission.

Support/Opposition:
At the time the Commission Agenda was published for the 10/17/24 meeting, the City had received one-hundred one (101) letters in opposition, eight (8) letters without a clear, stated position, and none (0) letter in support (Exhibit 4). It is important to note that all opposition received prior to the Planning and Zoning Commission staff report was received prior to the revisions to lower the building height for the proposed development and prior to the second neighborhood meeting.
Subsequent to the writing of the staff report to the Planning and Zoning Commission but prior to the hearing on October 17, 2024, staff received three (3) additional letters of opposition, and two (2) additional letters identifying comments but no stated position.
An additional eleven (11) letters have been received since the Planning Commission action, but only five (5) of the letters were from individuals who had not previously commented. The

additional correspondence, which includes one (1) letter in support, can be found in Exhibit 5. Following the Planning and Zoning Commission action on October 17, 2024 to approve the subject Conditional Use Permit an appeal of the decision by the Planning and Zoning Commission was submitted to City staff on October 22, 2024.

Previous Actions/Background:

- On October 17, 2024, the Planning and Zoning Commission held a public hearing on the subject Conditional Use Permit case for this property. There were two (2) speakers present, both of which spoke in opposition.
- After taking public testimony and deliberating on the case, the Planning & Zoning Commission voted 4-0 to approve the Conditional Use Permit (CUP) facilitating the subject storage facility.

Options:

A: Affirm the decision of the Planning & Zoning Commission to approve the CUP; or
B: Modify the decision of the Planning & Zoning Commission to approve the CUP; or
C: Reverse the decision of the Planning & Zoning Commission to approve the CUP; or
D: With applicant consent, continue action on the appeal to a date certain or indefinitely.

Staff Recommendation:

AFFIRM the decision of the Planning & Zoning Commission to approve the Conditional Use Permit (CUP), subject to the conditions identified within Exhibit 3 of this report.

Fiscal Analysis:

This case is not anticipated to generate any inordinate fiscal impacts to the City.

ATTACHMENTS:

Exhibit 1 - Appeal Form
Exhibit 2 - Vicinity Map
Exhibit 3 - Conditions of Approval
Exhibit 4 - Planning & Zoning Commission Staff Report
Exhibit 5 - Correspondence since Planning Commission Report

Contact Name and Number:
Chris M. Jacques, Planning Director (623) 773-7609
Cody Gleason, Planning Manager (623) 773-7645

CONDITIONAL USE PERMIT

PLANNING AND ZONING COMMISSION APPEAL FORM

This form may be utilized to appeal a Planning and Zoning Commission decision on a Conditional Use Permit (CUP) to the Peoria City Council. The appeal must be filed with the Planning Department within fifteen (15) calendar days of the date of the Planning and Zoning Commission decision. The filing of an appeal is considered complete upon receipt by the Department.

Case Information *(Decision Being Appealed)*

Commission Meeting Date: October 17, 2024

Project Name or Case Number: Cibola Vista Self - Storage: Conditional Use Permit (CU22-08)

Address or Location: West of Lake Pleasant Parkway and South of Westwing Parkway

Appellant Information *(Individual Requesting Appeal)*

Name: Jeremy Bowen

Address: [redacted]

Phone: [redacted] Email: [redacted]

Representative Information

The appellant may designate someone to act as their representative during the CUP appeal process. This person (or "Representative") shall attend public hearings, will receive agendas, staff reports, and will communicate all information provided by the City to the appellant.

Company:

Name:

Address:

Phone: Email:

Statement of Authority and Request For Appeal

Please initial by each statement to acknowledge that you have read and understand each one.

[redacted] I hereby certify that I am the appellant or am authorized by the appellant to file an appeal.

I hereby certify that all statements contained herein are true to the best of my knowledge.

I hereby appeal the Planning and Zoning Commission's decision of the aforementioned case and request the case by forwarded to the Peoria City Council for consideration pursuant to Chapter 21 of the Zoning Ordinance.

Appellant or Representative's Signature: [redacted] **Date:** October 22, 2024

Reason(s) for the Appeal

Please explain why you feel the decision of the Planning and Zoning Commission was made in error. If approved, what specific Conditional Use Permit (CUP) criteria do you believe the project does not meet and why? If the CUP was denied, please explain why you believe the CUP criteria has been met.

Please see attatched

Appeal to Reconsider the Conditional Use Permit (CUP) Approval for a Self-Storage Unit Development on 2.2 Acres in North Peoria, Arizona

To: Lorie Dever

City of Peoria Planning Department
9875 N. 85th Avenue
Peoria, AZ 85345

Date: 10/22/2024

Subject: Appeal of Conditional Use Permit (CUP) Approval for a Self-Storage Facility on 2.2 Acres of Land for 833 Units in North Peoria

Case Information:

- **Project Name or Case Number**: Cibola Vista Self - Storage: Conditional Use Permit (CU22-08)
- **Commission Meeting Date**: October 17, 2024
- **Address or Location of Property**: West of Lake Pleasant Parkway and South of Westwing Parkway

To the City of Peoria Planning Department,

This appeal is being submitted on behalf of the concerned residents of North Peoria, Arizona, regarding the recent approval of a Conditional Use Permit (CUP) for the development of a self-storage facility on 2.2 acres of land, which will house 833 units. While we recognize the need for various types of development, this particular project raises serious concerns that we believe were not adequately addressed during the approval process. Therefore, we are requesting that the Peoria City Council reconsider this decision for the following reasons.

1. Absence of Three Planning and Zoning Commission Members

A decision as impactful as the approval of a self-storage facility should be made with careful deliberation and full representation. However, 3 of the 7 members of the Planning and Zoning Commission were absent when this CUP was approved. This absence of nearly half the commission undermines the validity of the decision, as it did not reflect the full range of perspectives and input from the entire commission.

The absence of these members raises the question of whether the decision might have been different had all seven commissioners been present. With nearly half of the commission missing, the decision may not reflect the level of scrutiny and balance that a full panel could have provided. We request that the approval be reconsidered with all members present, ensuring that the decision is made with a complete and thorough review.

2. Over-Saturation of Similar Businesses in the Area

Another significant issue is the over-saturation of self-storage facilities in the North Peoria area. There are already several similar businesses nearby, and additional facilities are either planned or already under construction. This influx of self-storage developments poses several concerns:

- **Redundancy**: The area is already well-served by self-storage facilities, and adding another one may lead to market oversupply, contributing little to the community's actual needs.
- **Decreased Appeal**: An over-concentration of storage facilities may detract from the appeal of the neighborhood. The presence of too many similar commercial ventures diminishes the area's attractiveness to prospective homebuyers and residents, particularly in a community where the majority of homes are owner-occupied and designed to be residential in nature.
- **Alternative Land Uses**: This land could be better utilized for purposes that would bring more value to the neighborhood, such as parks, community centers, or other amenities that directly benefit residents. The community would be better served by developments that promote engagement, recreation, and quality of life rather than by adding another storage facility to an already saturated market.

3. Negative Impact on Property Values and Neighborhood Character

A development of this scale (833 units on 2.2 acres of land) is not in alignment with the predominantly residential character of North Peoria. As an area where 90% of homes are owner-occupied, residents are highly invested in the stability, aesthetic appeal, and property values of their neighborhood.

Several concerns arise from the approval of this project:

- **Potential for Decreased Property Values**: The introduction of a large commercial facility in a residential area could negatively impact property values. Many homebuyers prefer neighborhoods that are purely residential, and the proximity of a

commercial self-storage unit could make the area less appealing to future homebuyers.

- **Traffic Congestion**: A facility of this size will undoubtedly increase traffic in the area, particularly with moving trucks and commercial vehicles accessing the facility. This increase in traffic could create congestion and safety concerns, especially in a community that prioritizes a quiet, family-friendly atmosphere.
- **Security Concerns**: Self-storage units can attract unwanted attention and sometimes become a target for theft or vandalism. The potential for increased crime poses a security risk to the surrounding neighborhood, especially in an area with many families and long-term residents.

4. Failure to Align with Community Needs

The residents of North Peoria are deeply invested in maintaining the quality and character of their community. As a primarily owner-occupied area, the community's priorities are focused on developments that enhance the residential atmosphere and improve quality of life. Unfortunately, a self-storage facility offers little in terms of direct benefit to the neighborhood and does not align with these priorities.

There are better alternative uses for this land that would better serve the community, such as parks, open spaces, or even retail or service businesses that cater to the needs of local residents. A more thoughtful, community-focused development would not only align with the values of the area but also enhance the long-term attractiveness and property values in North Peoria.

Conclusion

Considering these concerns, we respectfully request that the City Council reconsider the approval of the Conditional Use Permit for the self-storage facility on 2.2 acres in North Peoria. The decision was made without adequate notice to the community, with nearly half the Planning and Zoning Commission absent, and without fully considering the over-saturation of similar businesses and the negative impact on property values and neighborhood character.

We urge the Council to pause the project and conduct a more thorough review, ensuring that all residents have the opportunity to participate in the decision-making process. Additionally, we request that alternative land-use options be explored that would better serve the needs and priorities of the North Peoria community.

Thank you for your time and consideration of this appeal.

Sincerely,
Jeremy Bowen
[redacted]

Cibola Vista Self-Storage: CU22-08

Northwest Corner of Lake Pleasant Pkwy & Cibola Vista Dr



Exhibit 2 | VicinityMap

Cibola Vista Self-Storage: CU22-08

Northwest Corner of Lake Pleasant Pkwy and Cibola Vista Drive

The Conditional Use Permit request for the above-referenced property is subject to the following Conditions of Approval in order to protect the public health, safety, welfare, and the City of Peoria:

1. Development and use of the site shall substantially conform to the Project Narrative (Exhibit 3), Site Plan (Exhibit 4), and Landscape Plan (Exhibit 6) as contained in the staff report to the Planning and Zoning Commission dated October 17, 2024, except as necessary to ensure compliance with applicable ordinances or regulations governing the site.

Exhibit 3 | Conditions of Approval

PLANNING AND ZONING COMMISSION REPORT

Meeting Date: October 17, 2024

Agenda Item: 3R

Case Name: Cibola Vista Self-Storage: Conditional Use Permit (CU22-08)

General Application Information

Proposal:
The applicant is requesting a Conditional Use Permit to allow a Self-Storage Facility.

Location:
Northwest Corner of Lake Pleasant Parkway and Cibola Vista Drive

Project Acreage:
Approximately 2.2 acres

Applicant:
Taylor Earl of Earl & Curley, PC on behalf of Abernathey Holdings

ATTACHMENTS:

Description
Staff Report
Exhibit 1 - Conditions of Approval
Exhibit 2 - Vicinity Map
Exhibit 3 - Project Narrative
Exhibit 4 - Site Plan
Exhibit 5 - Elevations
Exhibit 6 - Landscape Plan
Exhibit 7 - Citizen Participation Plan
Exhibit 8 - Opposition and Support

PLANNING & ZONING COMMISSION
STAFF MEMORANDUM

Meeting Date: 10/17/2024
Agenda Item: 3R

TO: Planning and Zoning Commission

THROUGH: Chris M. Jacques, AICP, Planning Director

FROM Robert Kuhfuss, AICP, Senior Planner

SUBJECT Cibola Vista Self-Storage
Northwest Corner of Lake Pleasant Parkway and Cibola Vista Drive

PROPOSAL

The applicant is requesting a Conditional Use Permit (CUP) to operate a Self-Storage facility on a vacant 2.2-acre site located at the northwest corner of Lake Pleasant Parkway and Cibola Vista Drive.

APPLICATION INFORMATION

Case Numbers: Conditional Use Permit (CU22-08)

Applicant: Taylor Earl of Earl & Curley, on behalf of Abernathy Holdings, LLC

Requests: Approval of a Conditional Use Permit (CUP) to allow for the construction of a new Self-Storage Facility.

BACKGROUND AND CONTEXT

The subject site is approximately 2.2 acres, consisting of vacant land that is part of the Cibola Vista Planned Area Development (PAD) **(Exhibit 2).**

CONTEXT:

The subject site is a triangular shaped property, and bounded on the west by a single-family subdivision (Pleasant Valley Estates). To the north is a single undeveloped commercial parcel that is part of the West Wing Planned Community District (PCD) Zoning District. The east side of the site is bounded by Lake Pleasant Parkway, which is designated as a limited access parkway. Lake Pleasant Parkway runs at an angle from southwest to northeast at this location thereby creating the triangular shape of the subject site. Directly east of Lake Pleasant Parkway is the northern extent of the Cibola Vista resort, and a vacant commercial parcel that is part of the Cibola Vista PAD **(Exhibit 2)**.

APPLICANT'S PROPOSAL

The applicant is requesting approval of a Conditional Use Permit for a Self-Storage Facility. The applicant is proposing a 92,157 square foot facility within a three (3) story building consisting of two (2) floors above-ground and one (1) basement level (below ground). With a floor situated below grade, the top of the building parapet will be twenty-five (25) feet above grade, which effectively places the building height below what is permitted in the adjacent single-family neighborhoods at 30 feet. Office hours will be from 9:30 AM to 6:00 PM Monday through

Friday, and 9:30 AM to 5:00 PM Saturday and Sunday. Move-in and access hours will be from 6:00 AM to 9:00 PM daily **(Exhibit 3)**.

DEVELOPMENT INFORMATION:

Existing Use:	Vacant
Proposed Use:	Self-Storage Facility
Property Size:	2.2 acres (approximately)
Required Parking:	17 spaces
Provided Parking:	17 spaces + 2 loading berths

STAFF ANALYSIS

ZONING HISTORY AND PROPERTY DEVELOPMENT:

The subject property was annexed from Maricopa County on November 14, 1989, under *Ordinance #89-34*, and has remained vacant since. The City Council approved the original Planned Area Development (PAD) for Cibola Vista on May 1, 2001, under case Z00-10.

APPLICABILITY:

The subject site is part of the Cibola Vista Planned Area Development (PAD) and is designated for Retail Commercial uses by the PAD. More specifically, the PAD Standards and Guidelines Report indicates that uses within this Retail Commercial portion of the development are allowed in accordance with the City's Intermediate Commercial (C-2) zoning district.

The proposed use is analogous to *Self-Storage, Indoor or Drive-Up* which is conditionally permitted in the C-2 zoning district. The City of Peoria Zoning Ordinance also prescribes Special Limitations outlined in Section 21-505.D.1 of the Peoria Zoning Ordinance, which are discussed more specifically in the Special Limitations section of this staff report.

CONDITIONAL USE PERMIT ANALYSIS:

The purpose of a Conditional Use Permit is to ensure that the physical and operating characteristics inherent with the land use have been sufficiently resolved or mitigated, optimizing compatibility with the surrounding area, and that the use is not injurious to the health, safety, and general welfare of the community.

Review Criteria:

Section 21-321 of the Peoria Zoning Ordinance outlines the applicable criteria for evaluating Conditional Use Permits. The Planning Department must review applications and make a recommendation for approval or denial to the Planning and Zoning Commission based on the following criteria:

1. Whether the use is designated as a permitted Conditional Use within the zoning district in which the property is located.

2. Whether the use meets the locational and development standards provisions, as applicable for the Conditional Use Permit, for the zoning district in which the property is located.
3. Whether the use is consistent with the goals, policies, and intent of the General Plan and any adopted Specific Plan applicable to the site where the proposed use is located.
4. Whether the use is consistent with documentation and recommendations provided by reviewing City Departments.
5. Whether the use complies with all applicable City Codes, standards, and guidelines governing such use.
6. Whether the use will be materially detrimental to the health, safety, or general welfare of persons residing or working in the vicinity of the property, to the neighborhood, or to the public welfare; or if the use will unreasonably interfere with the use and enjoyment of nearby properties. Consideration shall include, but not be limited to the following factors:
    a. Damage or nuisance arising from noise, smoke, odor, dust, vibration, or illumination;
    b. Impact on surrounding areas resulting from an unusual volume or character of traffic;
    c. Ingress and egress to the property and proposed structures;
    d. Pedestrian and vehicular circulation with particular reference to fire protection;
    e. Parking and loading; and
    f. Impact on public services, including schools, utilities, and recreation.
7. The Planning Manager may not approve or recommend approval of any Conditional Use Permit unless the Department has received a Waiver of Proposition 207 from the Owner(s) of the property that is the subject of the Conditional Use Permit or has determined that the absence of such a Waiver of Proposition 207 is consistent with the City's General Plan and zoning goals and regulations.

SPECIAL LIMITATIONS:

Over the course of the project duration, regulations associated with Self-Storage within the City of Peoria Zoning Ordinance have been changed through a Zoning Ordinance Text Amendment for Self-Storage Facilities (Ord 2024-05). As a result, the regulations at the time of this application were different than those regulations applicable to such facilities found in the Zoning Ordinance today.

At the time of adoption of the revised standards, special care was taken to identify within the provisions of the adopting ordinance that any applications in process at the time of the amendment would not be subject to the new regulations. As a result, the applicable *Limitations on Use* are noted below and staff's findings are identified within italics:

1. Mini-storage warehouses, RV, Boat, and Trailer Storage, indoor and/or screened, shall be subject to the following additional requirements:

a. For the purposes of this Section, an outdoor RV, Boat and Trailer Storage use shall be visibly screened from a public street by an architecturally integrated wall or structure consisting of a minimum height of ten (10) feet, or as otherwise approved by the Planning and Zoning Commission. Additional screening from elevated roadways may be required, such as canopies, berming, or other design solutions.

This is an indoor self-storage facility, in which all operations are internalized to the building. As such this criteria has been met.

b. Doors of the storage areas shall not front on any public street.

As identified within the conceptual elevations shown in Exhibit 5, no "storage area" doors are visible to the public, and as such, this criteria has been met.

c. Only storage shall be permitted. No sale of goods, materials or other tangible or intangible property from the facility or any part thereof shall be permitted. No activities conducted on the premises, whether related to the stored items or otherwise. The sale of insurance by the operator on goods stored therein or the sale by the operator of items used in connection with the storage of goods at the site shall not be prohibited.

This provision will be addressed within the site plan application, and monitored throughout the duration of the project. As such, this criteria has been met.

d. No hazardous or flammable materials, as defined in the Peoria City Building Code, shall be stored in such facility.

This provision will be addressed within the site plan application, and monitored throughout the duration of the project. As such, this criteria has been met.

e. The City may exempt any structure from side and rear yard setbacks, except in circumstances where the site devoted to such use abuts a residential use or residentially-zoned vacant property. In such cases, the setback for the site boundary abutting the residential district shall be no less than thirty (30) feet.

As identified within the conceptual elevations shown in Exhibit 5, a minimum thirty (30) foot building setback has been provided. As such, this criteria has been met.

OPERATIONAL CHARACTERISTICS:

Hours of Operation:

The facility will observe the following hours of operation:

Office Hours	Monday through Friday	9:30 AM to 6:00 PM
	Saturday and Sunday	9:30 AM to 5:00 PM
Move-in and Access Hours	Daily	6:00 AM to 9:00 PM

Vehicle Access:

The facility will be served by a single point of access from Lake Pleasant Parkway. This access will consist of right-in and right-out only turning movements; meaning there will be no left-in or left-out movements to or from the subject site. While the applicant will construct a right-turn deceleration lane to serve the facility, there will be no median break at this location, hence no left-turn movements into or out of the facility **(Exhibit 4).**

Parking:

The proposed storage facility will consist of 693 units and 470 square feet of office space. Section 21-825.B.2 of the Peoria Zoning Ordinance requires one (1) parking space for every 50 storage units plus one (1) parking space for every 200 square feet of office floor area. This would result in a minimum of 17 parking spaces required for the site. The applicant seeks to provide 17 parking spaces as well as 2 loading spaces **(Exhibit 4).**

Pedestrian Access:

An existing sidewalk extends from the south up to approximately the midpoint along the Lake Pleasant Parkway street frontage. The applicant will extend the public sidewalk north along the Lake Pleasant Parkway frontage to the northern boundary of the subject site. Pedestrian access to the facility will extend from the city sidewalk to the main building **(Exhibit 4)**.

Architecture:

The building by incorporates design elements on all four façades of the building and seeks to mimic elements present in the nearby residential design that exists in the area. Building design is discussed further in a subsequent section of this report as it relates to citizen comments.

Outdoor Lighting:

The applicant has provided an outdoor lighting plan which demonstrates compliance with the City's outdoor lighting standards. To minimize the impact of lighting on the neighboring residential properties, the applicant will utilize low-level bollard lighting along the emergency pedestrian egress route located between the building and the west wall (shared with Pleasant Valley Estates subdivision). There will be a wall-mounted light at each of the four (4) egress doors in keeping with building code egress requirements; however, these will be equipped with motion sensors and time-delay shut-off, to minimize impacts to the surrounding property owners. The proposed parking lot lighting will be lower than the permissible height of 16 feet at 15 feet in height and will be directed down and / or away from the neighboring properties **(Exhibits 4 & 5).**

Screening and Buffering:

The Site Plan and Landscape Plan reflects a 30-foot setback and associated landscape buffer between the west side of the proposed building and the existing single-family subdivision to the west as required by Section 21-505.D.1, and 21-818 of the Peoria Zoning Ordinance. This landscape buffer will be landscaped with minimum 24-inch box trees thereby creating a tree canopy to aid in the screening of the facility. Since the subject site, is adjacent to Lake Pleasant Parkway, it is required to include a 30-foot wide street frontage landscape area along Lake Pleasant Parkway in accordance with Section 21-819 of the Peoria Zoning Ordinance and Chapter 4 of the Peoria Community Design Guidelines with respect to the Lake Pleasant Scenic Corridor.

CONTINUING JURISDICTION:

If any issues arise regarding the operation of the business, Section 21-321.I of the Peoria Zoning Ordinance provides the Planning Manager with continuing jurisdiction over all Conditional Use Permits. This means that the Planning Manager may recommend to the Planning and Zoning Commission that a permit may be revoked, modified, or suspended should any of the following occur:

1. The permit was obtained by fraud or misrepresentation;

2. The use authorized by the permit has been exercised in violation of the conditions of its approval;
3. A change in circumstances consisting of any of the following has occurred:
    a. Impacts from the approved conditional use to neighboring properties.
    b. Changes in aesthetic or environmental impacts such as noise, odors, or pollution.
4. The use authorized by the permit has been exercised in a manner that is detrimental to the public health, safety, or welfare of the community or in a manner that constitutes a nuisance to neighboring property owners, adjacent neighborhoods, or the City.
    a. Notice and a public hearing shall be provided in the same manner as for Conditional Use Permit applications.

COMMUNITY INVOLVEMENT

Public Noticing:

The application was properly noticed pursuant to Section 21-315 of the Peoria Zoning Ordinance, which includes notification to all property owners within 600 feet of the site and registered HOAs within one (1) mile, posting of a sign on the site, and placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

Outreach Requirements:

Within the first 21 days of the notice of application, City staff received opposition to the proposal. This opposition triggered the requirement for an outreach meeting, which was held on January 25, 2023, at the West Wing Mountain Community Center. In advance of the meeting, the former applicant notified all property owners within a 600-foot radius of the site and all registered Homeowners' Associations within one (1) mile.

Several neighboring property owners attended the meeting, in addition to the development team for the project, as well as City staff. The applicant team presented the details of the proposed project to the attendees and answered questions presented by the neighboring residents. Issues of concern included traffic, building heights / blocked views, design aesthetics, property values, crime, incompatible uses, and leaf litter **(Exhibit 7).**

In response to neighbor concerns, the applicant team, worked with City staff to refine the site design. Refinements included a reduction in building height, the use of non-reflective glass for the faux windows, changes to the overall design aesthetics, the use of trees with minimal leaf litter, and relocation of the air conditioning units to the east side of the building. Subsequent to the proposed changes, the applicant team held a 2nd neighborhood meeting following the same notification procedures identified above. The applicant presented those changes during the second outreach meeting held on August 14, 2024, at the West Wing Mountain Community Center from 5:00 – 7:00pm **(Exhibit 7).**

Support / Opposition:

Prior to the second outreach meeting, 101 individuals expressed opposition to the project, with eight (8) additional commentors not identifying a stance on the proposal. There were no items of support during the early stages of the outreach. Since the redesign and subsequent outreach meeting, staff has received one (1) letter which contained numerous review comments regarding the site. The applicant has since refined the design in an effort to address these comments to the extent practical. Staff has received no other items of support or opposition, although several individuals did inquire as to the status of the project **(Exhibit 8).**

KEY FINDINGS

1. The subject site is located within the Retail Commercial portion of the Cibola Vista Planned Area Development (PAD).
2. The Cibola Vista PAD allows permitted and conditionally permitted uses consistent with the Intermediate Commercial (C-2) zoning district, as outlined in the Peoria Zoning Ordinance, within the Retail Commercial portion of the PAD.
3. The City Council adopted Zoning Ordinance Text Amendment (Ord. 2024-05) regarding Self-Storage facilities which allowed for those facilities in process at the time of the text amendment to utilize the ordinance in place prior to the ordinance adoption.
4. The proposal meets the requisite Limitations on Use standards within Section 21-505 of the City of Peoria Zoning Ordinance.
5. When operated in accordance with the recommended conditions of approval, the use is not expected to have an impact on adjacent properties.
6. On behalf of the owner, the applicant has submitted a signed and notarized Proposition 207 waiver, which will be recorded with the conditions outlined below.

RECOMMENDATION

Staff recommends that the Planning and Zoning Commission take the following action:

Approve the Conditional Use Permit for Case CU22-08, subject to the Conditions of Approval identified in Exhibit 1.

STAFF CONTACT

Robert Kuhfuss, AICP
Senior Planner
623-773-7643
Robert.Kuhfuss@peoriaaz.gov

Cibola Vista Self-Storage: CU22-08

Northwest Corner of Lake Pleasant Pkwy and Cibola Vista Drive

The Conditional Use Permit request for the above-referenced property is subject to the following Conditions of Approval in order to protect the public health, safety, welfare, and the City of Peoria:

1. Development and use of the site shall substantially conform to the Project Narrative (Exhibit 3), Site Plan (Exhibit 4), and Landscape Plan (Exhibit 6) as contained in the staff report to the Planning and Zoning Commission dated October 17, 2024, except as necessary to ensure compliance with applicable ordinances or regulations governing the site.

Exhibit 1 | Conditions of Approval

Cibola Vista Self-Storage: CU22-08

Northwest Corner of Lake Pleasant Pkwy & Cibola Vista Dr

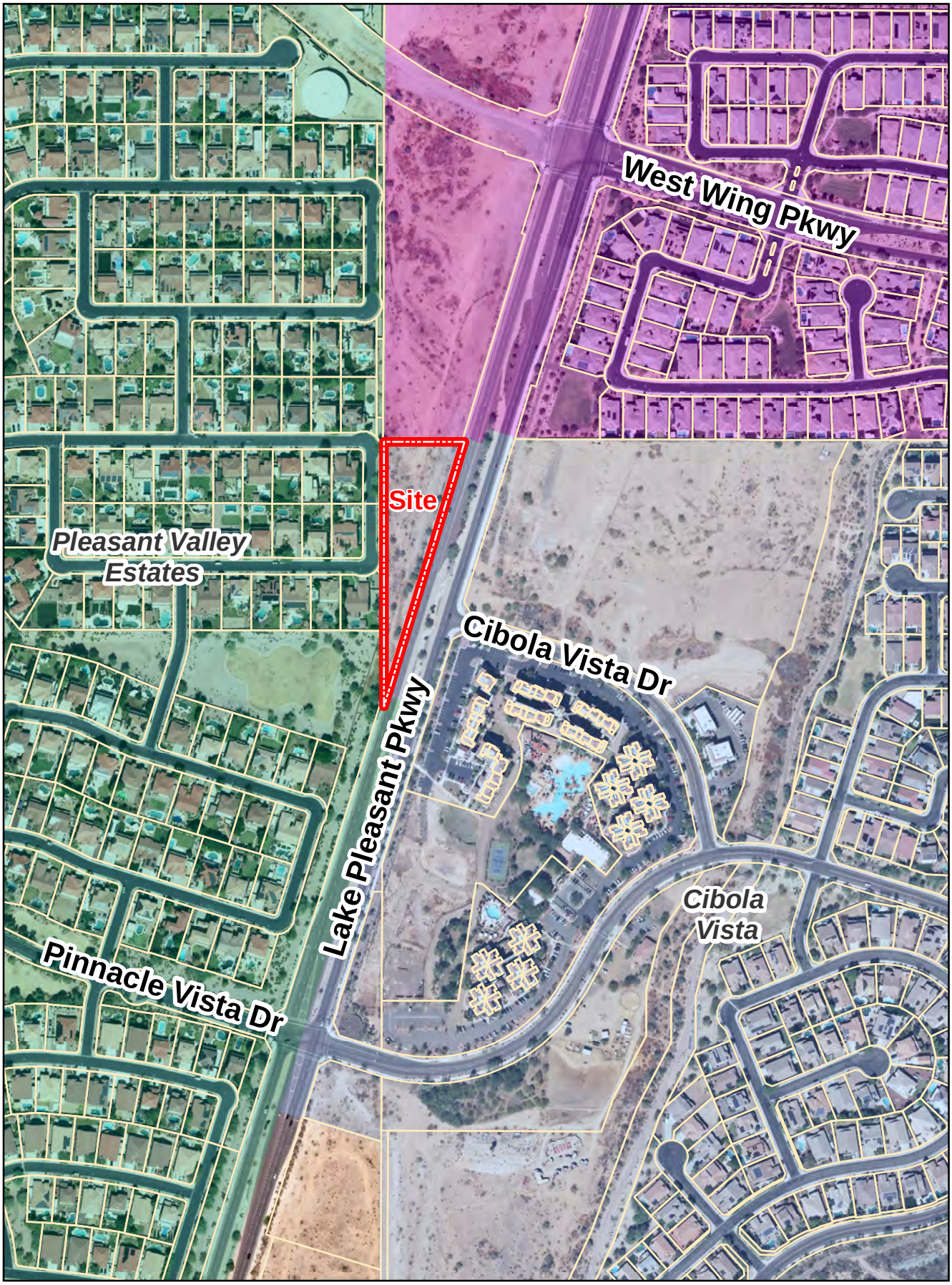


Exhibit 2 | VicinityMap

Cibola Vista Self-Storage
Conditional Use Permit



Project Narrative

NWC of Lake Pleasant Pkwy. & Cibola Vista Dr.
A request for CUP with Site Plan

Application Numbers: CU22-08 and SP22-34
Re-filing date: September 16th, 2024

Earl & Curley
ZONING & LAND USE LAW

Exhibit 3

PRINCIPALS AND DEVELOPMENT TEAM

Developer:

Abernathey Holdings
1845 S Dobson Rd., Suite 201
Mesa, AZ 85202
Phone: 618-978-6937
E-mail: dg@abernatheyholdingco.com

Attorney:

Earl & Curley, PC
3101 North Central Avenue, Suite #1000
Phoenix, AZ 85012
Attorney: Taylor Earl
Principal Planner: Michael Buschbacher
Phone: (602) 265-0094
E-mail: tearl@earlcurley.com
E-mail: mbuschbacher@earlcurley.com

Architect:

RKAA Architects, Inc.
2233 E Thomas Road
Phoenix, AZ 85016
Contact: Robert W. Kubicek, RA
Phone: (602) 955-3900
E-mail: rkubicek@rkaa.com

Civil Engineer:

Helix Engineering
3240 E Union Hills Dr. #113
Phoenix, AZ 85050
Contact: Steve Bowser, PE
Phone: (602) 788-2616
E-mail: sb@hxeng.com

Exhibit 3

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Site Plan.....	Exhibit C

Exhibit 3

INTRODUCTION

On behalf of our client, Abernathey Holdings, Inc. (Abernathey) we are pleased to submit this Conditional Use Permit and Site Plan applications and supporting materials for an approximately 3.84-gross acre site located on the northwest corner of Lake Pleasant Parkway and Cibola Vista Drive (APN: 201-36-598). The site is within 2 miles of the Loop 303 Freeway and bounded by the Cibola Vista Resort to the southeast; Pleasant Valley Subdivision to the west and southwest; future Cibola Vista Commercial to the north; and vacant land to the east. The hours of operation will be from 9:30am to 6pm M-F and, 9:30a to 5pm on Sat-Sun. with access to the building loading door allowed at 6am and restricted to 9pm, M-SU with Personal Identification Number.

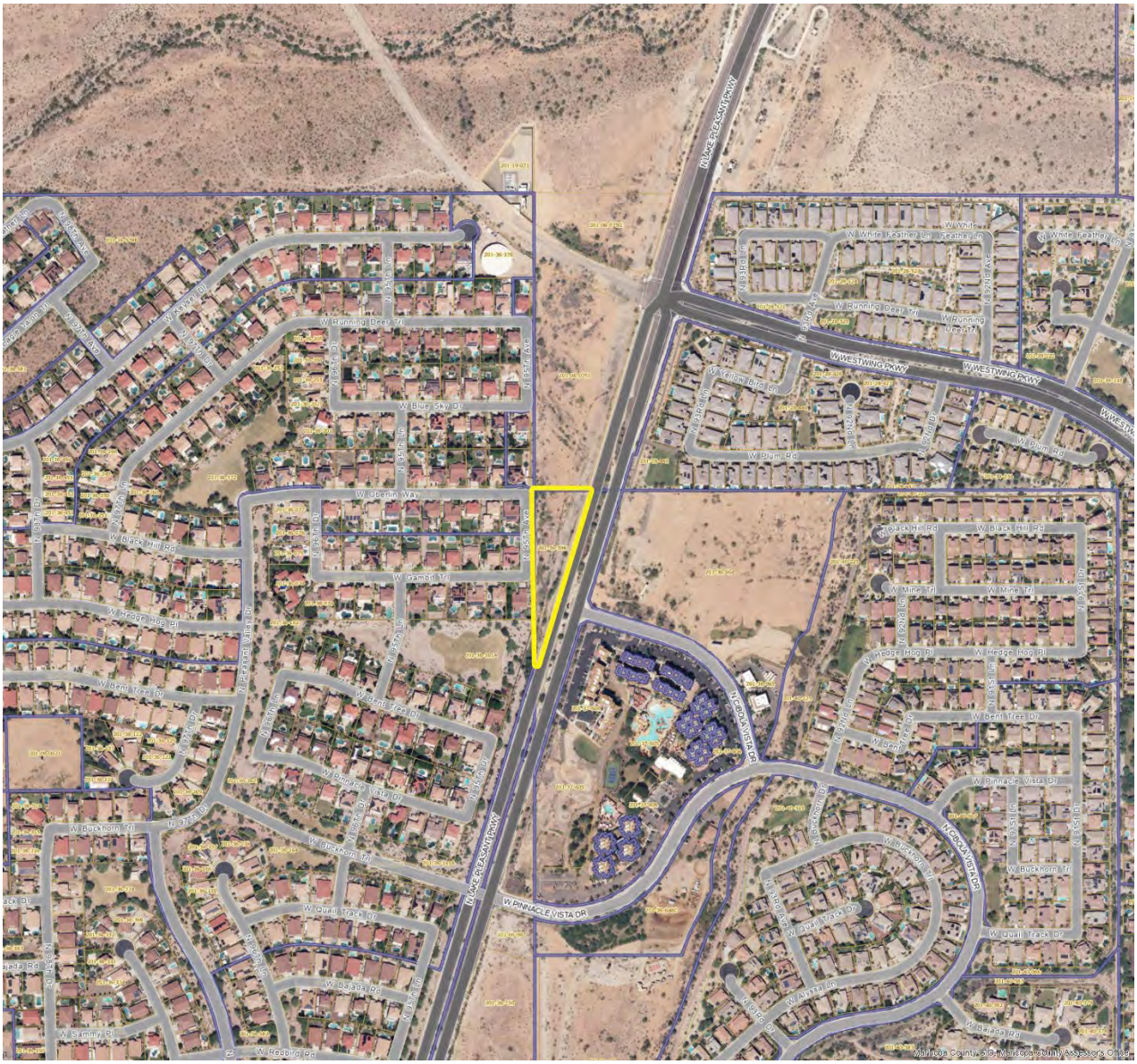


Exhibit A – Vicinity Map

Exhibit 3

Who is the Developer? The Developer of the proposed development is Abernathey Holdings, a development and holding company that specializes in the development and construction of Class A storage facilities. They adhere to longstanding principles of integrity and excellence, with over $100M assets under management and 80 investors.



Abernathey owns and operates its own construction company, ensuring high-quality projects that are on time and within budget. Abernathey forms strategic relationships with leading self-storage and e-commerce partners to provide foundational support for its developments.

Abernathey is seeking a Conditional Use Permit with Site Plan, to develop this challenging triangle-shaped parcel into a high-quality self-storage facility that will be compatible with the adjacent single-family community.

Why self-storage? Being in the right location with the right development is important in the development of self-storage centers. Abernathey has carefully reviewed the market data in this area and based on that research has concluded there is sufficient market demand for not only self-storage at this location but also the type of Class-A facility it is proposing.

The increased demand for self-storage over the past decade is attributable to many different factors. Those include the following factors:

- The dramatic increase in housing development over the past several years;
- Baby Boomers are downsizing as they approach retirement but often do not wish to discard possessions;
- 18 percent of households are now multigenerational, which has steadily increased over the past decades;
- 56% of adults (18-24) are living at home;

Exhibit 3

- More employees since COVID-19 have converted their spare bedroom (which often double as an overflow storage room) to a home office;
- New self-storage facilities, which are climate controlled, secure, and often have internal loading and unloading areas, are more appealing to a broader consumer base than older centers, which increases demand for self-storage.

What is the proposed layout? Two floors of storage will be built above ground with one floor below grade for a total of 96,290 square feet. The site includes circulation, parking for 19 vehicles, and two dedicated unloading spaces. The site also includes landscaping along the Lake Pleasant Parkway Scenic Corridor around the parking lot. The building includes a 470 SF office with store front glazing with access to the loading/unloading area and storage spaces. An elevator is located close to the office and loading/unloading area.

What Design Elements Address Neighborhood Concerns? After two neighborhood meetings, we have obtained valuable neighborhood feedback. The following design features are not required by the zoning ordinance but are included into the plan and address neighbor concerns:

- We reduced from three stories above ground to two stories above with a basement.
- Even after reducing the height to two stories above ground, we further lowered the height from 32 feet (top of parapet) to 25’ (top or parapet).
- We revised the architectural elevations to reflect the design aesthetic, colors, and materials of the adjacent resort and neighborhood (see before and after below). This includes the use of stone veneer on the building façade along Lake Pleasant Parkway.

Exhibit 3

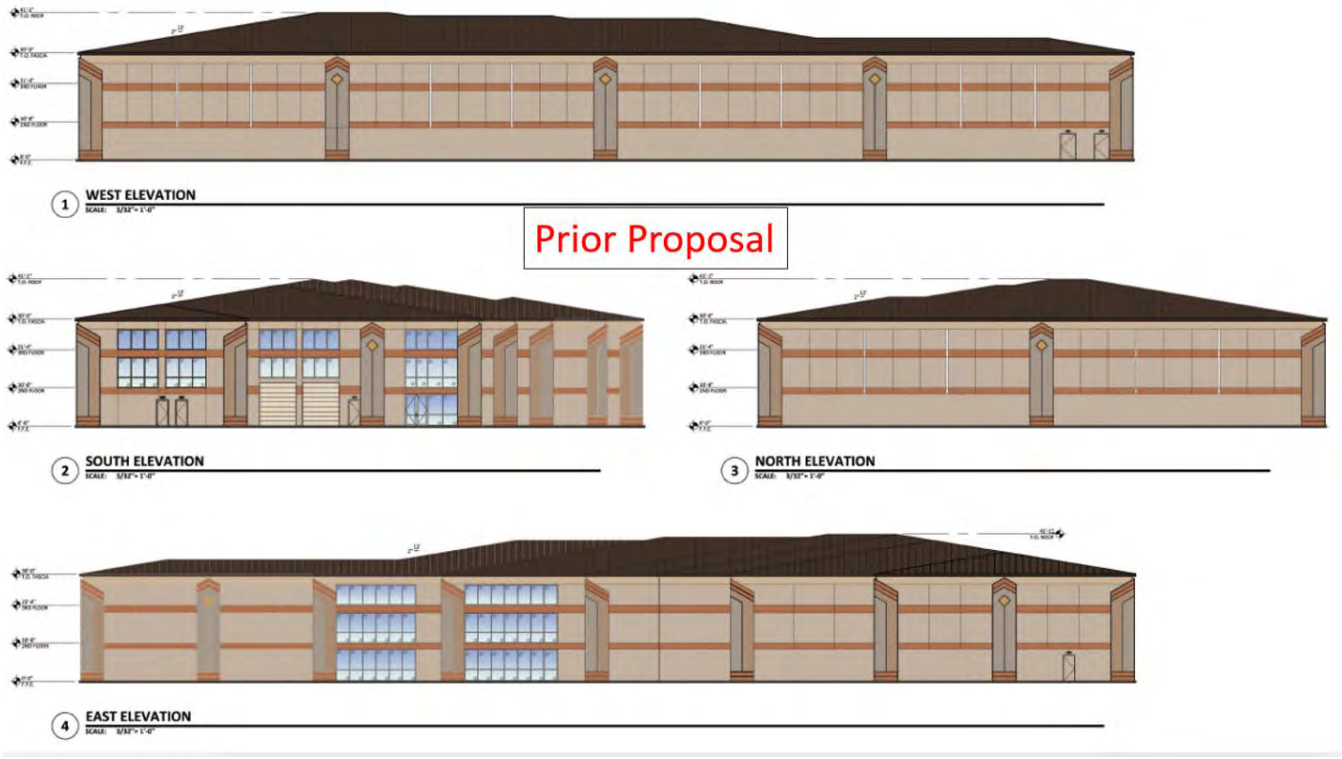


Exhibit B (Before) – Architectural Elevations

Exhibit 3



Exhibit B (After) – Architectural Elevations

- We shifted the location of the air condition units away from the neighborhood. Previously, these units were located on the west side, near the neighborhood. Based on neighborhood concerns about sounds from the A/C units, we moved these near Lake Pleasant Parkway, behind a screen wall.
- We have added motion sensors to the lighting on the west side of the building so that it only turns on when needed.
- We added faux windows and trellises to west elevation for architectural character.
- View fencing will be used on the south and north ends of the 30’ setback space on the west side of the building to enhance security and discourage trespassing near the neighborhood.
- Loading and unloading will occur within an enclosed space, which makes it much quieter and eliminates most of the visibility of any loading and unloading activities.

Additionally, below is a list of project features that, while required by the zoning ordinance, also address neighbor concerns:

- Row of trees along west property line to mitigate views of the building from the neighborhood, using a tree species that will produce minimal leaf and flower litter.
- 30-foot buffer from the western property line, pushing building away from neighborhood.
- Screening of storefront glazing with desert landscaping along Lake Pleasant Parkway to reduce commercial appearance.
- Eight-foot sidewalk along Lake Pleasant Parkway.

DESCRIPTION of PROPERTY and RELATIONSHIP to SURROUNDING PROPERTIES

Located on the northern edge of Peoria, eight miles south of Lake Pleasant, the site is on the west side of Lake Pleasant Parkway, across from the Cibola Vista Resort. The subject site is located within the approved Cibola Vista PAD area, which designates this site for retail commercial with C-2 uses. Self-storage is permitted in the C-2 zoning district with a Conditional Use Permit (CUP). The Planned Area Development (PAD), approved in March of 2001, encompasses over 240 acres, which has been mostly developed with the resort on the east side of Lake Pleasant Parkway and the West Wing Mountain subdivision to the east and north. The Pleasant Valley subdivision is located directly west of the site.

The subject site is level with a gentle slope to the south. At present the site is vacant with remnant fragments of native vegetation, due to the construction of Lake Pleasant Parkway and the routing of utility lines along both edges of the property. In general, the site is mostly a graded vacant dirt lot with little vegetation.

The site is currently serviced by utilities available within Lake Pleasant Parkway. The site is located within Flood Zone X (areas of minimal flooding) per the FEMA FIRM map currently on file for this location. Traffic generation to the use will be limited, and access to the site will be limited to right-in and right-out access only. Landscaping, planting palettes and screen wall themes are clearly defined within the Cibola Vista PAD, which is the guiding document for this site. A native plant inventory will be done as part of the development permitting process. Stormwater drainage will be accommodated with underground retention tanks and dry wells.

(Site Plan attached below on next sheet).

Exhibit 3

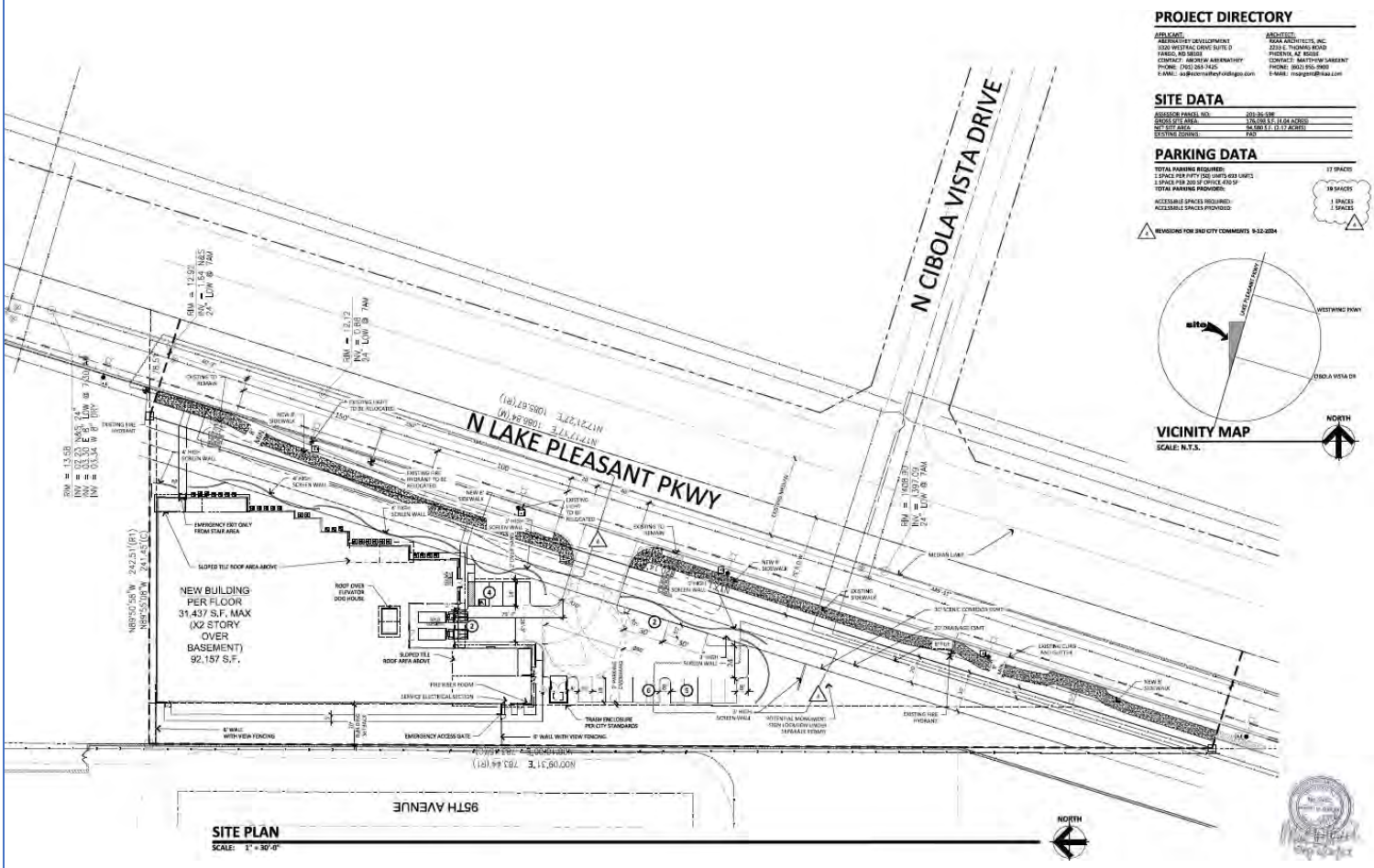


Exhibit C – Site Plan

GENERAL PLAN CONSISTENCY

The City's Plan Peoria AZ General Plan 2040 Land Use map designates this site as "Commercial." The subject site is zoned PAD with a C-2 designation, which is consistent with that General Plan designation. Similarly, the proposed self-storage use is also consistent with the General Plan's designation of Commercial.

Even beyond the General Plan Land Use Map, the proposed development is consistent with various goals, policies, and stated intents of the City's General Plan. Those will be analyzed below in numerical order as they appear in the General Plan.

Section 2.1 – Economic Prosperity, Prosperity, Strategies, **page 2-3**

- Support small businesses and cultivate entrepreneurship.

Self-Storage is regularly used by small businesses and entrepreneurs. Such businesses and ventures use storage for equipment, inventory, records, and more. Large businesses

may elect to accommodate such items on-site by leasing larger properties, larger warehouses, and larger offices. But small businesses need self-storage for such items because it is much more cost effective than leasing larger offices/warehouses and can be scaled as a business grows. Moreover, for home-based small businesses, self-storage frees up the entrepreneur's house and garage from being overrun by elements of the business.

By bringing in this additional service to the community the city is cultivating entrepreneurship for this self-storage business. Abernathey is a small business itself and with this development will support more small businesses, which are the life blood of the American economy.

Section 3.3 - Smart Growth, Land Use categories, Office and Local Commercial, **page 3-26**

- Supports low-intensity commercial development consisting of a variety of small to moderate in scale professional offices, medical and legal services, and ancillary retail uses.

A variety of services and businesses is critical for balanced economic development. Low intensity- uses like self-storage provide great value to the community while consuming only small amounts of the City's finite water, sewer, police, and fire resources.

Moreover, this proposal will serve as a conveniently located support for other low-intensity businesses, such as professional offices, medical and legal services in the area. It will provide a cost-effective storage location for equipment, inventory, and files.

As Peoria seeks to support low-intensity commercial uses, it needs to provide tools for supporting such uses. Storage is one of those tools. And it makes most sense to provide that tool on a parcel that would struggle to be developed with anything else.

- This project has a character and building height of one to two stories due to proximity to residential neighborhoods.

Over the past decade, it has become clear that internal self-storage is a great option for infill parcels adjacent to residential uses. This is due to their nature of having low activity, low traffic, low lighting, and high security. Our proposed building will be a two-story building above ground with a basement. The architectural character is like the surrounding residential homes and the nearby resort. The building was re-designed to blend in with the surrounding residential neighborhood. In addition, our building does not have windows that would look down on the adjacent neighborhood, such as would be the case with an office building or multifamily. Our proposal also does not bring back of house elements such as grease traps, delivery areas, outdoor storage, and smoke-break areas—which are common in restaurants and retail establishments.

Section 3.3 - Smart Growth, Land Use categories, Commercial, page 3-28

- Retail uses that includes a wider variety of goods and services compared to neighborhood shopping areas.

Neighborhood shopping areas typically include a supermarket with daily convenience shops such as a drugstore, dry cleaner, shoe repair, coffee shop and bank, but not self-storage. Self-storage is part of a wider variety of services that goes beyond a neighborhood shopping use. As self-storage becomes more innocuous with climate-controlled buildings that look more like an office building, they are increasingly becoming a critical service that is being added to well-designed neighborhoods adjacent to shopping centers.

- Encourages uses along arterial streets for ease of access.

Four-lane arterial streets are the backbone of the street network. This classification of roadways provides high-capacity urban roads that carry longer-distance flows of traffic between centers of activities. This is why it is advantageous to locate services, such as self-storage, along these types of roads. The site is located on Lake Pleasant Parkway, a four-lane arterial parkway that provides ease of access to and from the site. Arterial roads provide the highest level of mobility, which is desirable when you need to access a business quickly, for short periods of time.

Additionally, to support the intent of these types of roadways, it is helpful to limit left-turn movements. Here, because of self-storage's low traffic generation, the center is able to thrive without seeking to petition the city for a median break.

- Character that is reflected in an architectural style that is consistent throughout a larger center, or is complimentary to other nearby commercial sites, where all sides of the buildings feature architectural treatments of the facades.

Efforts were made to revisit the architectural elevations to apply similar materials and colors from the adjacent residential neighborhood and the Cibola Vista Resort directly across the street from the site. The revised site plan and elevations reflect the nearby architectural character of the resort by utilizing a similar paint pallet, stone veneer, and other architectural features. The scale and height of the facility are consistent with the Pleasant Valley Subdivision to the west, where two story homes are allowed with heights up to 28 feet, which is three feet taller than our proposed building with a height of 25 feet.

Section 3.8–Smart Growth-Goals and Polices, Balanced Land Uses, page 3-41.

This section includes several policies that promote a balanced mix of land uses that support a broad range of housing and lifestyle choices, business, and employment opportunities, etc. Several policies apply to this project.

LUC-1 Promote sustainable planning concepts for growth, new development, areas in transition through active citizen participation.

An active citizen participation plan is critical for the development of any project. It is important to receive comments and feedback and then respond to this feedback in a positive way that is reflected in changes to the project. Great efforts have been made in this case to listen carefully to the residents, answer their questions, and address concerns where possible through re-designs of the project. Though not required, we held a second, follow-up neighborhood meeting to bring back a heavily revised design and to continue to hear and respond to neighborhood questions and concerns.

Evidence of our outreach efforts can be seen above in the list of items that the citizen participation process affected in the final design of this project. This project has gone beyond the required citizen participation process, in good measure, and we believe our project is better because of it.

LUC-3 Integrate a variety of compatible land uses into new and established neighborhoods to provide residents with convenient access to goods, services, and other community amenities.

The Pleasant Valley subdivision to the west was constructed in 2002 and has been mostly built out since 2006. Pradera and Escena, the most recent phase of the nearby WestWing Mountain subdivision were built as recently as 2018-19. The proposed project sits between these two subdivisions and will be providing convenient access to the services of our storage facility. This project is proposed on a remnant sliver shaped triangle parcel, where little else could be developed. This facility will provide an available service to both the established Pleasant Valley neighborhood, the newly established neighborhoods in WestWing, and additional housing developments that are being proposed in the area.

LUC-8 Use the principles of sound water management to inform and shape the land use patterns within the community.

Sound water management is essential in the desert southwest. It is important to minimize water use when possible. Self-Storage uses consume very little water, only a small amount for the office and bathroom uses. Cooling units will be air conditioning, which will drip condensation back into the landscaping. All plant material will be from the low water use plant lists in compliance with the local drought tolerant water user associations. We anticipate that our proposal will use less water than a single-family home.

Section 3.8–Smart Growth-Goals and Polices, Complete Neighborhoods, page 3-41.

CN-1 Promote efforts to make complete neighborhoods by encouraging the development of a mix of complementary uses and amenities that meet the daily needs of residents.

The need and use of storage has clearly grown in recent years. There are many reasons why self-storage has become an essential service and should be included as part of a mix of complimentary uses. While they may not be the most exciting use, they are heavily used by residents and businesses in every community.

By approving this use on a difficult to develop parcel, the city would be supporting "complete neighborhoods" with a complimentary mix of uses.

> **CN-3** Protect the pattern and character of existing neighborhoods by requiring new infill developments to have complimentary building forms and site features.

The proposed building uses complimentary building forms from both sides of Lake Pleasant Parkway, incorporating design elements of the resort and the nearby residences. Efforts were made to revisit the architectural elevations to apply similar materials and colors from the adjacent residential neighborhood and the Cibola Vista Resort directly across the street from the site. The revised site plan and elevations reflect the nearby architectural character of the resort by utilizing a similar paint pallet, stone veneer, and other architectural features. The scale and height of the facility are consistent with the Pleasant Valley Subdivision to the west, where two story homes are allowed with heights up to 28 feet, which is three feet taller than our proposed building height of 25 feet.

Section 3.8–Smart Growth-Goals and Polices, Complete Neighborhoods (cont.)

> **CN-5** Require new commercial and mixed-use developments to have a pedestrian-scale and orientation by:
>
> - Placing the building and outdoor gathering spaces along or near the sidewalk.

The building entrance is positioned on the southeast corner of the building, adjacent to the Lake Pleasant Parkway sidewalk.

> - Designing the building with ground floor retail frontages or storefronts that front the street.

The ground floor will use a glass storefront that will front the street and provide a pedestrian scale and orientation.

Summary of General Plan Analysis

The proposed self-storage facility provides a use that will help increase the diversity of services provided for the immediate area, where there currently are no self-storage

Exhibit 3

services within 2-miles of this site, thus contributing to the goal of providing a wider variety of services and goods. The site is located on an arterial street and has employed the use of nearby architectural styles consistent with the existing Cibola Vista Resort. All sides of the building feature architectural treatments such as the use of stone and architectural pop-outs and cornices to provide visual variation. All of the above-mentioned facts are consistent with the general plan designated land use category of commercial as described in section 3.3 under land use within the category of the Smart Growth, within the Office and Local Commercial, Commercial, Balance Land Uses, and Complete Neighborhoods sections.

In addition, within Section 2, Economic Prosperity, one of the most important roles of economic development is to ensure that there is an adequate supply of land and buildings to accommodate the needs of all existing and future businesses. With approval of this request, Peoria will be adding a service that will support other businesses, which furthers the City's economic development goals. Additionally, self-storage supports the development of residential and residential in turn helps attract and support restaurants, retail, entertainment, and employment uses. Again, while we recognize that storage may not be exciting, it is needed, and it is used. It has become an important element of the development eco-system. Approving this CUP will create a tool that will support more economic development—all on a parcel that is ill-suited for anything else.

REQUEST

The formal request would be for a decision of approval of a Conditional Use Permit (CUP), to allow for the construction and operation of a self-storage facility, within the Cibola Vista Planned Area Development on a remnant parcel, listed as assessor's parcel number 201-36-598. As per the zoning ordinance, Section 21-321.A.1, states that a Conditional Use Permit shall be issued for all designated conditional uses under the Peoria Zoning Ordinance. In our case, the conditional use is allowed in the C-2 zoning district. Per 21-321.E the following criteria will be used to evaluate requests for a CUP.

1. Whether the use is designated as a permitted Conditional Use within the zoning district in which the property is located.

2. Whether the use meets the locational and development standards provisions, as applicable for the Conditional Use Permit, for the zoning district in which the property is located.

3. Whether the use is consistent with the goals, policies, and intent of the General Plan and any adopted Specific Plan applicable to the site where the proposed use is located.

4. Whether the use is consistent with documentation and recommendations provided by reviewing City Departments.

Exhibit 3

5. Whether the use complies with all applicable City Codes, standards, and guidelines governing such use.

6. Whether the use will be materially detrimental to the health, safety, or general welfare of persons residing or working in the vicinity of the property, to the neighborhood, or to the public welfare; or if the use will unreasonably interfere with the use and enjoyment of nearby properties. Consideration shall include, but not be limited to the following factors:

    a. Damage or nuisance arising from noise, smoke, odor, dust, vibration, or illumination;

    b. Impact on surrounding areas resulting from an unusual volume or character of traffic;

    c. Ingress and egress to the property and proposed structures;

    d. Pedestrian and vehicular circulation with particular reference to fire protection;

    e. Parking and loading; and,

    f. Impact on public services, including schools, utilities, and recreation.

JUSTIFICATIONS FOR THIS CONDITIONAL USE PERMIT

Upon review, it is clear to us that the evaluation criteria for this Conditional Use Permit have been met. We have provided below a detailed explanation of how each criteria has been met.

1. Whether the use is designated as a permitted Conditional Use within the zoning district in which the property is located.

The approved Cibola Vista PAD has designated this site with an underlying zoning district of C-2 Commercial use. Under C-2 (Section 21-503) Mini-Storage Warehouses are permitted with a CUP.

2. Whether the use meets the locational and development standards provisions, as applicable for the Conditional Use Permit, for the zoning district in which the property is located.

The use meets the locational and development standards provisions, as applicable for the Conditional Use Permit, per section 21-505, D, part 1 under C-2 zoning district standards allowed in the approved Cibola Vista PAD. The land use allocation is retail commercial, and the land use conditions applied to the site are specifically for mini storage.

Exhibit 3

3. Whether the use is consistent with the goals, policies, and intent of the General Plan and any adopted Specific Plan applicable to the site where the proposed use is located.

The use is consistent with many of the goals, policies, and intents of the General Plan. Please see the above section regarding General Plan consistency for further detail.

4. Whether the use is consistent with documentation and recommendations provided by reviewing City Departments.

The use is consistent with documentation and recommendations provided by reviewing City Departments. Comments from the pre-app meeting, the first submittal review and a subsequent meeting with staff have been implemented.

5. Whether the use complies with all applicable City Codes, standards, and guidelines governing such use.

The use complies with all applicable City Codes, standards, and guidelines governing self-storage. During the site plan and building permit process, the project will undergo additional review to ensure that applicable codes, standards, and guidelines for this use are complied with.

6. Whether the use will be materially detrimental to the health, safety, or general welfare of persons residing or working in the vicinity of the property, to the neighborhood, or to the public welfare; or if the use will unreasonably interfere with the use and enjoyment of nearby properties. Consideration shall include, but not be limited to the following factors:

    a. Damage or nuisance arising from noise, smoke, odor, dust, vibration, or illumination;

    b. Impact on surrounding areas resulting from an unusual volume or character of traffic;

    c. Ingress and egress to the property and proposed structures;

    d. Pedestrian and vehicular circulation with particular reference to fire protection;

    e. Parking and loading; and,

    f. Impact on public services, including schools, utilities, and recreation.

This portion of the CUP standards has various sub-elements, which we address below. In short, the use will not be materially detrimental to the health, safety, or general welfare of persons residing or working in the vicinity of the property, to the neighborhood, or to the public welfare. Nor will it unreasonably interfere with the use and enjoyment of nearby properties. In particular:

a. No damage or nuisance will arise from noise, smoke, odor, dust, vibration, or illumination for this project. Self-storage is now well understood

to be a quiet, low-impact neighbor to residential. Our firm has found them to be a great solution for commercial properties next to residential uses because of how low-impact and low-activity they are.

b. There will be little to no impact on surrounding areas resulting from an unusual volume or character of traffic. This is due in large part to the nature of how self-storage facilities are used and the very small number of daily trips that this use generates.

c. Ingress and egress to the property will be limited to southbound Lake Pleasant Parkway traffic with right-in and right-out movements for ingress and egress.

d. Pedestrian and vehicular circulation will allow for emergency exit pathways from the building and will allow for firefighting apparatus to be able to access the site for public safety activities and fire protection.

e. Self-storage requires very few parking spaces because of its low trip generation. And after leasing a unit, customers will often park in the loading and unloading area rather than in the parking lot. Thus, the site's parking and loading needs are fully accommodated within the site. Parking will be at 90-degree angles for safer parking conditions and the drive aisle will be wide enough to accommodate the anticipated vehicular traffic for this use. Loading will occur indoors, so as not to be visible to the neighborhood.

f. The use will have little impact on public services. It does not generate any students. It uses very little water and sewer. And it generates no use of recreational facilities.

Based on our analysis, we firmly believe the proposal meets all of the CUP requirements. The use will not be detrimental to the health, safety or general welfare of any persons residing or working in the vicinity of the property and will not unreasonably interfere with the use and enjoyment of nearby properties. In addition, Self-storage facilities use very little water, wastewater and electrical capacity as compared to office or neighborhood commercial uses of the same square footage. Low demand on City and other utility infrastructure leaves excess capacity to support other higher-intensity commercial uses in the area which may also ultimately enhance tax revenue.

The posture of a CUP request is fundamentally different than a rezoning request. Those uses that are listed as requiring a CUP are simply uses that the city wants to examine in its context before approving. They are permitted uses, subject to simply meeting the criteria set forth in the CUP. And the ordinance is clear that if the proposed use meets those criteria, the CUP "shall be issued." In other words, unlike zoning that is fully discretionary, CUP applicants have the assurance that if their use meets the CUP criteria, they have a right to obtain the CUP. Here, there is no question that our use meets the CUP criteria. We respectfully request, therefore, that this CUP be granted.

PLANNED AREA DEVELOPMENT – REVIEW AND ANALYSIS

The Cibola Vista Planned Area Development, as amended by Z-00-10A.2, carved out portions of the plan for retail in addition to a larger plan for residential and a resort component. As a part of implementing the PAD for this site an interpretation was requested to determine the applicable setback and landscape buffer along Lake Pleasant Parkway and the maximum building height.

It was determined by the Planning Director that the setback, landscape buffer and building height under the PAD would be a building setback of 30 feet, a landscape setback for Lake Pleasant Parkway of 30 feet, and a maximum building height of 25 feet. The planning director's interpretation letter has been included with this update narrative.

GENERAL DEVELOPMENT PLAN - PHASING

This project would be built in a single phase.

PUBLIC PARTICIPATION

Two neighborhood outreach meetings have been conducted with adjacent property owners within 600-feet and Property Owner's Associations within 1-mile of the site as a part of the Conditional Use Permit application process. A citizen participation /neighborhood meeting summary has been submitted, showing how the number of concerned citizens has been reduced significantly after listening to the community, revising the plans, and updating the elevation to include more design elements from the surrounding area. The input from the neighborhood and residents has been very important and helped inform the direction of the design revisions. For more detail, refer to the attached citizen participation report and to the section of this document identifying the design elements that address neighbor concerns.

CONCLUSION

The proposal meets the City's CUP criteria and should be granted.

Moreover, the proposed use will bring a quality development to a small, triangle-shaped parcel that is ill suited for other uses. The proposal is consistent with the General Plan and will act as a low-traffic, low-activity, low-light neighbor to the residential to the west. It will provide a needed commercial use for current and future residents in the area as well as offices and other commercial operations. As designed and re-designed based on neighbor and staff feedback, the proposal fits in very well with the aesthetics of the community.

Thank you for your consideration of this application.

Exhibit 3

PROJECT DIRECTORY

APPLICANT:
ABERNATHEY DEVELOPMENT
3320 WESTRAC DRIVE SUITE D
FARGO, ND 58103
CONTACT: ANDREW ABERNATHEY
PHONE: (701) 263-7425
E-MAIL: aa@adernatheyholdingco.com

ARCHITECT:
RKAA ARCHITECTS, INC.
2233 E. THOMAS ROAD
PHOENIX, AZ 85016
CONTACT: MATTHEW SARGENT
PHONE: (602) 955-3900
E-MAIL: msargent@rkaa.com

SITE DATA

ASSESSOR PARCEL NO:	201-36-598
GROSS SITE AREA:	176,093 S.F. (4.04 ACRES)
NET SITE AREA:	94,580 S.F. (2.17 ACRES)
EXISTING ZONING:	PAD

PARKING DATA

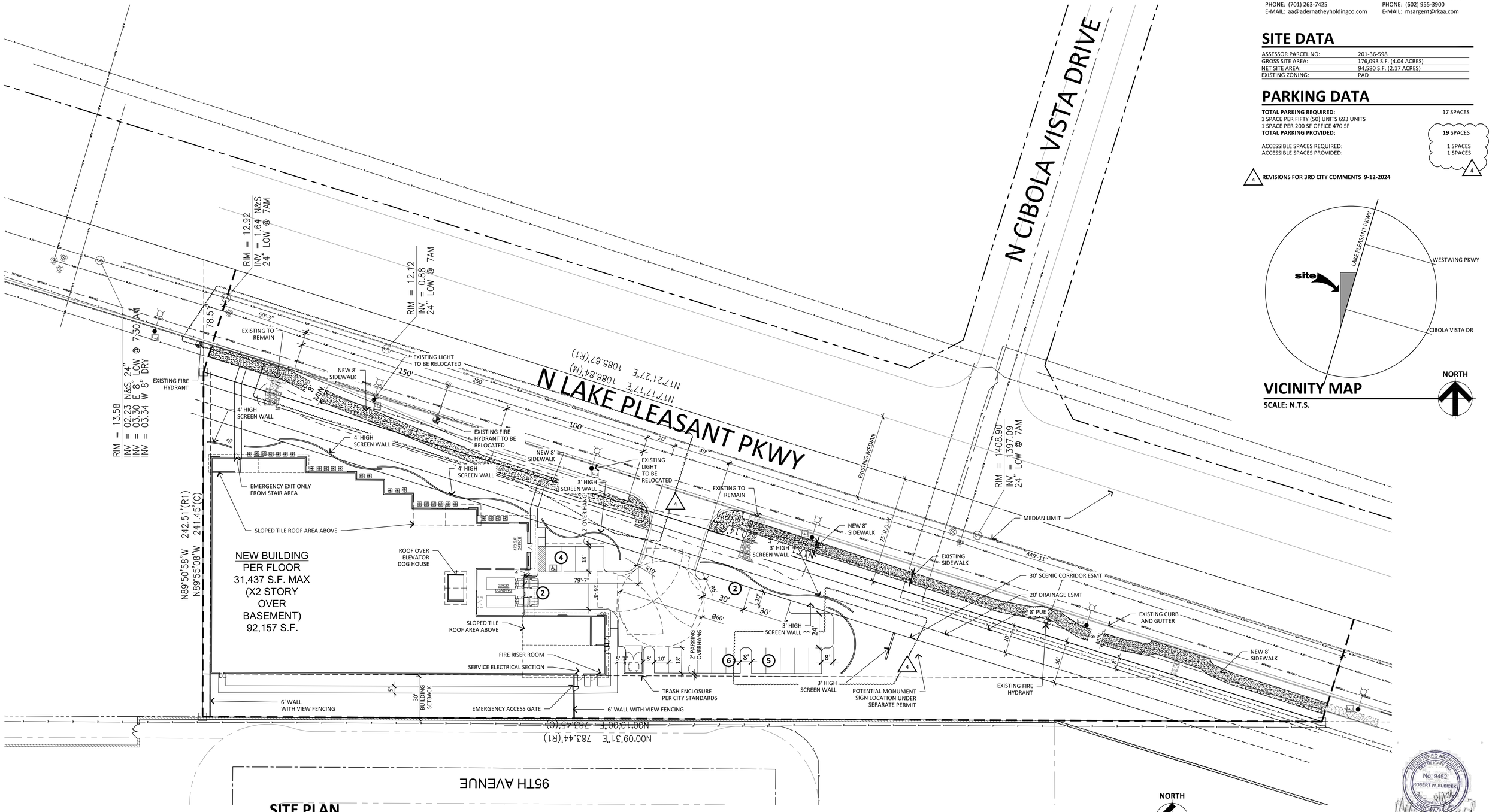
TOTAL PARKING REQUIRED: 17 SPACES
1 SPACE PER FIFTY (50) UNITS 693 UNITS
1 SPACE PER 200 SF OFFICE 470 SF
TOTAL PARKING PROVIDED: **19** SPACES

ACCESSIBLE SPACES REQUIRED: 1 SPACES
ACCESSIBLE SPACES PROVIDED: 1 SPACES

4 **REVISIONS FOR 3RD CITY COMMENTS 9-12-2024**

VICINITY MAP

SCALE: N.T.S.



SITE PLAN

SCALE: 1" = 30'-0"

NORTH



RKAA ARCHITECTS, INC

PROPOSED SELF STORAGE FACILITY

NWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
DATE: 09-16-2024 (PRELIMINARY)

SP-1

RKAA# 22048.50

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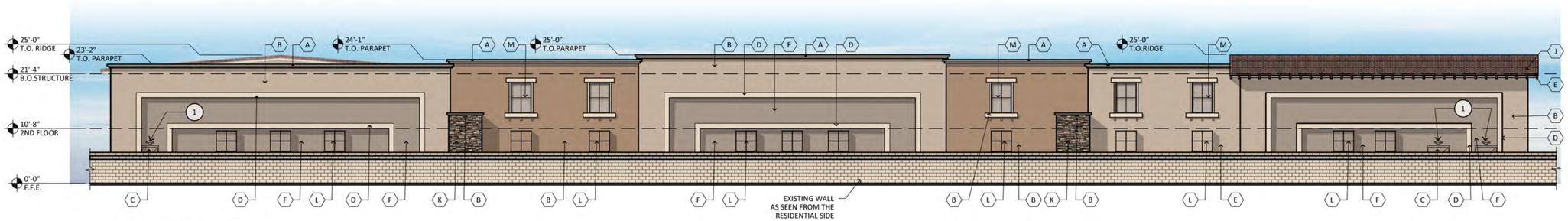
SP22-34/ CU22-08
REVISED 8/1/2024

Exhibit 4

Cibola Vista Self-Storage: CU22-08

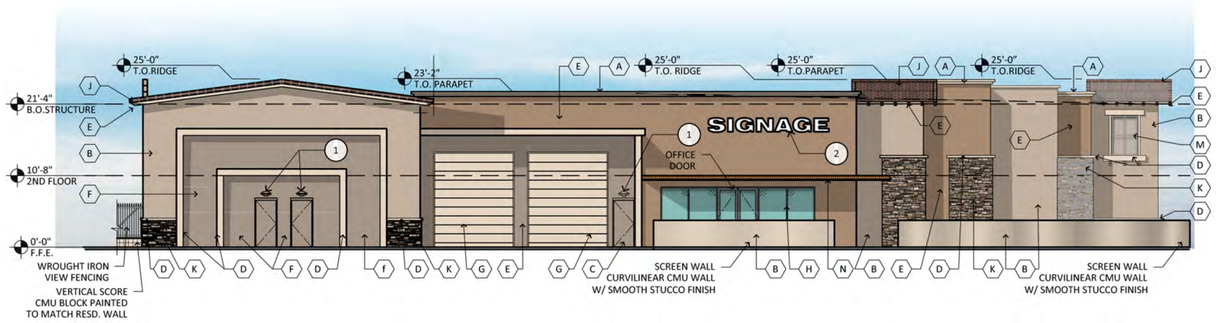
West of Lake Pleasant Pkwy and South of WestWing Pkwy

Exhibit 5 | Elevations



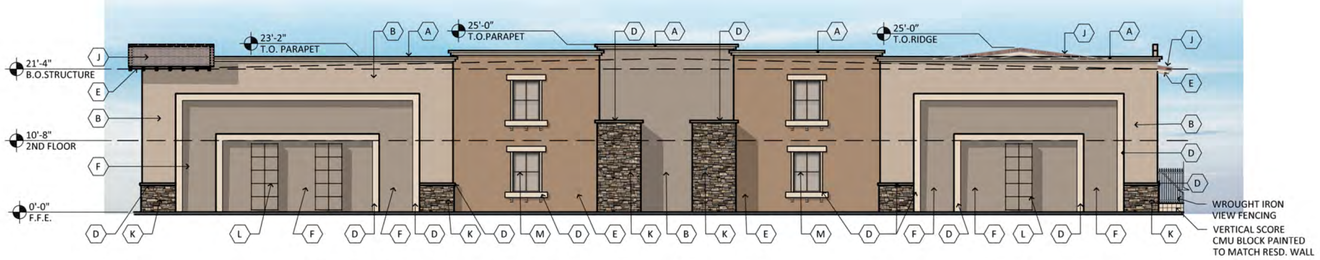
1 WEST ELEVATION

SCALE: 3/32"= 1'-0"



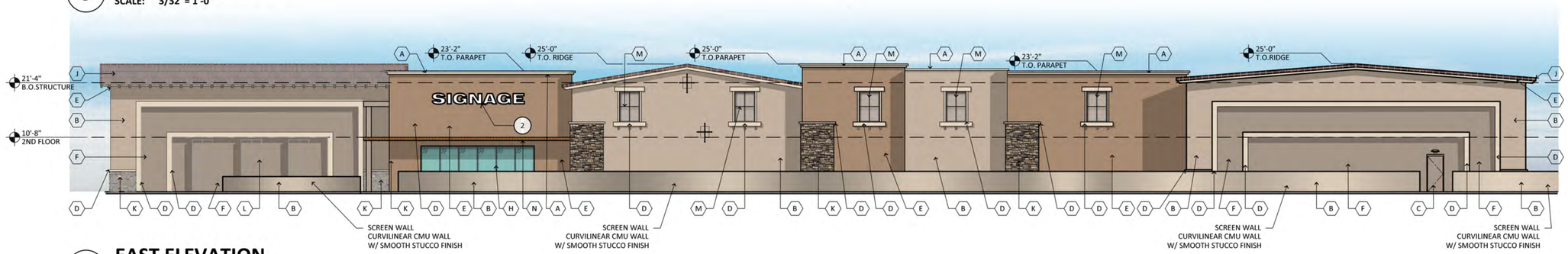
2 SOUTH ELEVATION

SCALE: 3/32"= 1'-0"



3 NORTH ELEVATION

SCALE: 3/32"= 1'-0"



4 EAST ELEVATION

SCALE: 3/32"= 1'-0"

MATERIAL AND COLORS

A CAP FLASHING - PAINT COLOR TO MATCH:
MFG: DUNN EDWARDS
COLOR: SAND CASTLE
SPEC #: DEC740

B STUCCO - PAINT COLOR TO MATCH:
FINISH: FINE SAND
MFG: DUNN EDWARDS
COLOR: CORAL CLAY
SPEC #: DEC719

C HOLLOW METAL DOOR - PAINT COLOR TO MATCH:
MFG: DUNN EDWARDS
COLOR: CORAL CLAY
SPEC #: DEC719

D STUCCO - PAINT COLOR TO MATCH:
FINISH: FINE SAND
MFG: DUNN EDWARDS
COLOR: SAND CASTLE
SPEC #: DEC740

E STUCCO - PAINT COLOR TO MATCH:
FINISH: FINE SAND
MFG: DUNN EDWARDS
COLOR: MESA TAN
SPEC #: DEC718

F STUCCO - PAINT COLOR TO MATCH:
FINISH: FINE SAND
MFG: DUNN EDWARDS
COLOR: SORREL FELT
SPEC #: DET624

G ROLL UP DOOR:
MFG: RYTEC
SPEC: 14'X10' ROLL UP
COLOR: RAL 1019

H ALUMINUM STOREFRONT:
MFG: KAWNEER
COLOR: ALUMINUM CLEAR

J TILE ROOF:
MFG: EAGLE ROOFING
COLOR: 2606 VALLEJO RANGE
PROFILE: MALIBU

K STONE VENEER:
MFG: ELDORADO STONE
COLOR: MESQUITE
TYPE: CLIFFSTONE

L PLANT TRELLIS STRUCTURE:
MFG: TBD
COLOR: BLACK
TYPE: OPEN WEAVE

M FAUX WINDOW SYSTEM:
MFG: KAWNEER
COLOR: ALUMINUM CLEAR
FINISH: NON-GLARE TINTED SPANDREL GLASS

N STANDING SEAM METAL ROOFING:
MFG: MCELROY METAL
COLOR: COPPER PENNY METALLIC

ELEVATION GENERAL NOTES

- ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
- SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
- ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS.
- SCREENING SHALL BE ARCHITECTURALLY INTEGRATED FOR THE SERVICE ENTRANCE SECTION (SES) AND ALL UTILITIES. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL WITH SOLID GATES, EQUAL TO OR GREATER IN HEIGHT THAN THE MECHANICAL EQUIPMENT.
- SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT - GC TO COORDINATE WITH SIGN PACKAGE FOR BLOCKING.
- ALL NONE EMERGENCY LIGHTING AT THE REAR OF THE BUILDING SHALL BE MOUNTED LOWER THEN THE RESIDENTIAL WALL AND SHALL BE ON MOTION DETECTORS AND TIME DELAY SHUT OFFS
- THERE WILL BE NO SIGNAGE ON THE NORTH ELEVATION.

KEY NOTES: (R)

1. ALL EXIT DOOR SECURITY LIGHTING TO BE ON MOTION DETECTOR OR AND TIME DELAY SHUT OFF
2. SIGNAGE PER SEPARATE PERMIT

RKAA ARCHITECTS, INC

PROPOSED SELF STORAGE FACILITY

NWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
DATE: 08-06-2024 (PRELIMINARY)

EL-1 ALT

RKAA# 22048.50

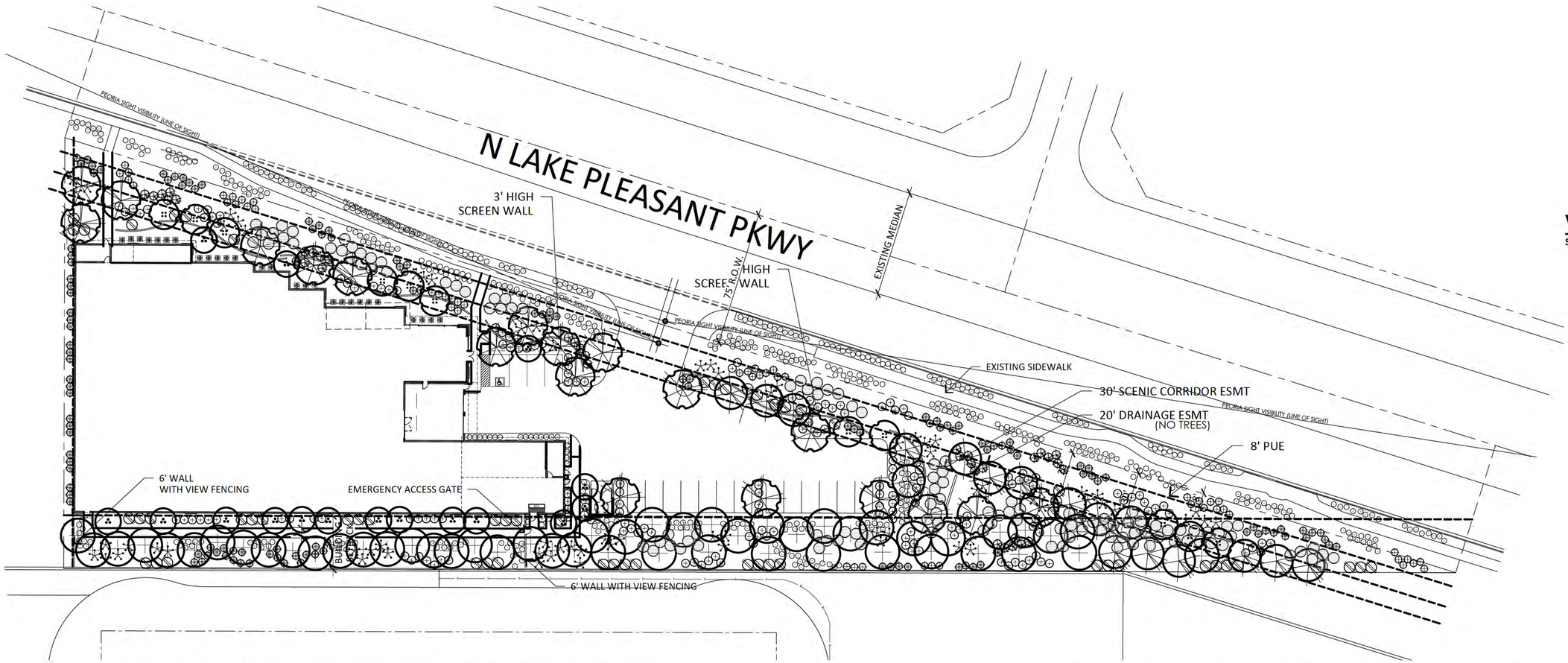
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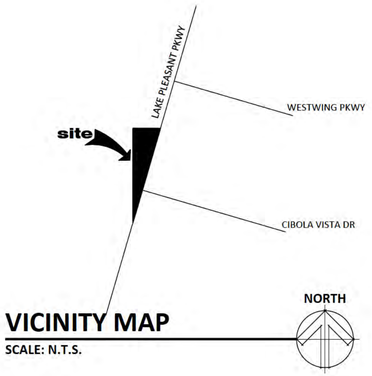
EXHIBIT 5

Cibola Vista Self-Storage: CU22-08

West of Lake Pleasant Pkwy and South of WestWing Pkwy

Exhibit 6 | Landscape Plan





VICINITY MAP
SCALE: N.T.S.

LANDSCAPE LEGEND (NO SALVAGED TREES ALL ARE IN POOR OR DECLINING CONDITION)

- CERCIDIUM 'HYBRID' DESERT MUSEUM PALO VERDE 24" BOX (19)
- ACACIA SALICINA WILLOW ACACIA 24" BOX (50)
- ACACIA ANEURA MULGA (SRP/APS APPROVED) 24" BOX (11)
- PROSOPIS 'RIO SALADO' HYBRID THORNLESS MESQUITE 24" BOX (17)
- SOPHORA SECUNDIFLORA TEXAS MOUNTAIN LAUREL 24" BOX (16)
- CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON (72)
- EREMOPHILA MACULATA VALENTINE EMU BUSH 5 GALLON (173)
- TECOMA 'ORANGE JUBILEE' ORANGE JUBILEE 5 GALLON (56)
- HESPERALOE PARVIFLORA RED YUCCA 5 GALLON (52)
- DASYLIRION WHEELERII DESERT SPOON 5 GALLON (126)
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' 5 GALLON (37)
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON (418)
- EREMOPHILA GLABRA 'MINGENEW GOLD' 5 GALLON (119)
- CONVOLVULUS CNEORUM BUSH MORNING GLORY 5 GALLON (111)

1/2" SCREENED APACHE BROWN DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE DATA:

OFF-SITE LANDSCAPE AREA: 10,043 SQ.FT.
ON-SITE LANDSCAPE AREA: 47,578 SQ.FT.

Multi-Family Non-Residential Planting Data Sheet

Site Planting Data Sheet and General Notes shall be completed and provided on all Landscape Plans. Landscape requirements are in the Peoria Zoning Ordinance Sections 21-815 through 21-822, and the Community Design Guidelines. Cells containing bold boarders are to be entered as applicable for the site. Provided quantities must meet or exceed required quantities.

				Required	Provided
Street Frontage Area (Linear Feet)					
Multi-family or Commercial (15-foot width)	820	Industrial (10-foot width)		12,300	12,300
1 tree per 25 linear feet				33	33
3 shrubs per 25 linear feet				98	215
Land Use Buffer *if* Adjacent to Residential (Linear Feet)				Required	Provided
RM-1, O-1, or C-1 (20 feet wide)		All other zoning districts (30 feet wide)	783.00	23,490	23,490
3 trees per 1,000 square feet (24-inch box minimum)				70	70
3 shrubs per 1,000 square feet				70	135
On-Site Landscape Area (Square Feet)				Required	Provided
Net Site Area Multi-Family or Commercial	95,022	Industrial		0	4,363
1 tree per 500 square feet				9	9
3 shrubs per 500 square feet				26	43
Totals				Required	Provided
Landscape Areas				35,790	40,153
Number of Trees				112	114
24-inch+ box trees (All use buffer trees or 50% of the required total whichever is greater)				70	103
15-gallon trees (Maximum of 50% of the required total number of trees)				42	0
Number of Shrubs (5-gallon minimum)				195	393

Multi-Family Non-Residential Planting Data Sheet

General Requirements and Standard Notes

Parking Area Requirements

Landscape Islands
- 1 every 8 parking spaces
- 1 at the end of each parking row
- Shall have 1 tree and three shrubs
- Minimum 7 feet wide from back of curb to back of curb and the length of the stall

Landscaped Medians
- Shall be installed for all double rows of parking exceeding 20 total spaces.
- 1 shrub every 5 linear feet and 1 tree between islands

Standard Notes

Shrubs and ground cover shall occupy at least 30% of the street frontage landscaped area at maturity.

Turf (lawn) is limited to a maximum of 10% of the site area and limited to slopes ≤ 6:1.

The maximum separation between the canopy coverage of trees, shrubs, or groundcover shall not exceed 10 feet in any direction as measured at maturity.

All landscaped areas shall have automatic irrigation systems.

Plant materials must be in the most recent edition of the *Phoenix Active Management Area Low Water Use / Drought Tolerant Plant List*.

Property Owner is responsible to install/maintain all landscaping / irrigation within the right-of-way.

All trees and shrubs shall be installed a minimum of 2.5 feet from backof curb.

Ground surface treatment, (e.g. decomposed granite), shall be 3/4" at a2" minimum depth.

Turf shall not be within the right-of-way or any space <8 feet in width or length.

All trees shall be double staked at the time of planting and maintained as such for a minimum of 2 years.

Plantings at maturity shall maintain a minimum 6-foot clearance from all water / wastewater lines, and fire hydrants /

Multi-Family Non-Residential Planting Data Sheet

suppression devices.

Plantings shall not interfere with any traffic control signs and shall maintain a maximum height of 2.5-feet within any sight distance triangles per PE-090 and PE-091.

The Developer is responsible for the location and protection of all underground utilities during the landscape and irrigation installation.

All landscape and irrigation shall be installed per the approved plans. Any deviations require City approval.

All street frontage landscaping shall be completed prior to a Certificate of Occupancy for the first phase of the development.

All planting areas (except turf) shall be treated with a pre-emergent herbicide by a licensed applicator prior to and after placement of ground covering.

Planning Department Revised: May 2023
9875 North 85th Avenue, Peoria, Arizona 85345 Phone: 623-773-7200 | Web: www.peoriaaz.gov/planning

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10450 N. 74th Street , Suite 120
Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: timmcqueen@tjmla.net

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LANDSCAPE PLAN
SCALE: 1" = 30'-0"

NORTH

PROPOSED SELF STORAGE FACILITY

NWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
DATE: 07-20-2024 (PRELIMINARY)

La.01

RKAA# 22048.50

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REVISED: 07.20.24

RKAA ARCHITECTS, INC

EXHIBIT 6

Cibola Vista Self-Storage: CU22-08

West of Lake Pleasant Pkwy and South of WestWing Pkwy

Exhibit 7 | Neighborhood Outreach Report

Citizen Participation Report & Outreach Summary
Cibola Vista – Abernathey Self Storage

February 26th, 2024
Revised: July 31st, 2024

First Meeting Summary

An early in-person neighborhood meeting was held on January 25th, 2023, at 6pm to present the details of a new self-storage project to the local community and any interested parties. This meeting was held at the West Wing Mountain Community Center located at 27008 N High Desert Drive in Peoria, approximately 1 mile from the subject site. At that meeting a slide presentation was given by Peter Yachimski, the developers representative at the time. Information about the proposal was shared, including a site plan, building elevations and information about the Cibola Vista PAD Master Plan, which designated this site as C-2 commercial since May of 2001. There was discussion about building heights, the number of stories and other uses that could be located within C-2 zoning districts. The developer's representative also discussed what the footprint could be and that the project could be up to 4 stories as allowed by code.

Based on email replies and responses sent to staff and council members over 78 people expressed their concern with the project based on several criteria. The criteria reported included blocked views, increased traffic, incompatible design aesthetics, lowered property values, increase in crime, building height, and that this does not belong in a wealthy area. Many of the initial comments came from residents that live a mile or more away from the site and from the adjacent subdivision. It should be noted that after a careful analysis of the attendees and their comments that there were only three neighbors within the immediate vicinity of the proposed project and only one of the adjacent neighbors that commented or sent emails to staff. Regardless, it became clear that revisions to the design, elevation and site plan were needed to address the concerns of the neighborhood and community. The project was transferred to our firm to summarize the concerns, meet with staff and propose a revised set of plans that accommodated the request of the community.

Post Application Meeting

A meeting was held with staff to discuss the revisions completed by the design team on April 16th with the planning director and senior planner. The updated drawings were reviewed, and several additional revisions were requested by staff.

Those changes were made, sent back to staff to review and it was agreed that the revisions should be presented to a follow-up neighborhood meeting.
A summary was created of the neighborhood concerns to determine what the primary issues were with the community. That list also helped to inform us of the changes and revisions to the design along with the comments from staff.

Second Neighborhood Meeting

A mailing list was created that included property owners within 600 feet of the site, along with all Homeowner Associations within one mile of the site. A site was located to hold the meeting and a date was agreed upon with staff that would occur after people had returned from vacations and after school had started for the fall semester. A notification letter with the revised site plan, elevations and renderings was sent via first class mail to all individuals on the mailing list, inviting them to a neighborhood meeting on August 14th at the West Wing Mountain Community Center. A copy of that letter is attached to the end of this report.

The meeting was held on August 14 from 5pm to 7pm. The format for the meeting was an open house, with two sets of four presentation boards displayed on easels in the front and back of the room. A project fact sheet, comment cards and sign-in sheets were provided at the entrance as residents arrived for the meeting. Each individual was greeted by a team member and then invited to view the presentation boards and have a seat for a brief introduction to our team and the revised proposal for the self-storage facility. Several individuals walked through and reviewed the presentation boards, while the development team provided overviews for each of the boards. The presentation boards included aerial photos, a color conceptual landscape plan, a rendered perspective drawing of the view of the project from Lake Pleasant Parkway and a rendering of the project from the residential neighborhood along 95th Avenue. Team members described the site, the proposed plan and how the conditional use permit process was needed to allow development of the proposed self-storage on the site. It was also made clear that the project now showed a two-story building with a reduced height of 31 feet, updated elevations that reflect the architecture of the neighborhood and the resort directly across the street from the project site.

A total of 25 individuals attended the meeting, five of whom had previously reached out to staff and 20 new individuals attended that had not previously reached out to staff in opposition. From the original 78 individuals that reached out to staff, in opposition only 5 of those individuals attended this meeting, approximately 6.7% of the original number of concerned individuals. Overall, there was a 2/3 reduction in the total number of concerned neighbors that had previously reached out to staff. Perhaps this could be attributed to the revised elevations and lower building height. There were some comments at the meeting and those have been captured below.

Notes were collected by individuals on the team that reflected the questions asked and the answers provided by the team. A summary of those notes and discussions are listed below, along with the questions and comments that were heard and the responses that were provided by members of the Development Team.

Neighborhood Meeting Comments/Questions & Answers:

Comment: Acacia tree leaves could fall onto 95th Ave
Comment: Too much vegetation proposed.
Comment: No Sissoo trees.
Comment: Walls that abut into the common property wall should use a control joint.

Question: What about your retention areas? Would they be above ground or below ground tanks?
Answer: At this point, it is most likely that stormwater would be directed to underground retention tanks.

Question: How many employees will there be for the project
Answer: They will only employee two people at any one time.

Question: What kind of equipment would be used to dig below grade? The ground is very hard with lots of caliche.
Answer: We will use boring equipment to break up the hard ground.

Question: Will you maintain the common wall that separates the proposed development and the community to the west?
Answer: We will maintain our side of the fence and our entire including the landscape along the west side of the building.

Question: Can you lower the lighting on the west side of the building, if the city allows it.
Answer: Yes, we will work with staff to see if wall pack lighting can still work lowered along the west façade of the building.

Question: The AC units will create a lot of sound, especially at night, can you move the units to another location on site to minimize the noise. Can we explore variable speed motors for the AC units.
Answer: We will investigate alternative locations for placement of the AC units for the building. (The northeast corner of the building will be examined along with the roof). Variable speed motors will be reviewed to determine if they produce a significantly lower ambient noise level.

Question: Can you provide wrought iron fence along the west property boundary with the subdivision to the west?

Answer: We will explore the options with the Pleasant Valley HOA, to see if it is a possibility. (Both parties must agree on common walls).

Question: It looks like you only have one unloading bay, is that a concern?

Answer: There are two unloading bays, which should accommodate all users adequately.

Question: What are the hours for facility?

Answer: The office will be open from 8am to 6pm with automatic gates opened by 6am and locked by 9pm.

Question: Will the site lighting be bright and appear glaring to the residential neighborhood?

Answer: The lighting will be per the minimum required standards.

Comment: A 24-inch box tree may be too small to create any significant buffer.

Answer: Larger box sizes often contain trees that are girdled and unhealthy, as they often sit in the box to long. The trees show as 24-inch box trees on the landscape plan, will grow to a mature height of 18-22 feet within 5 to 7 years.

Question: Can you provide a detailed landscape plan for the 30-foot setback from the residential neighborhood?

Answer: Yes.

Question: Can you run your security cameras 24 hours a day, seven days a week?

Answer: Typically, security cameras run on a 30-day loop.

Question: Can you provide more depth on the west wall of the building that fronts the neighbors?

Answer: Yes, we can provide more undulation and 3-dimensionality along the west facing wall of the building.

Question: Can we put lighting next to the property wall?

Answer: The City limits the amount of light spilled from adjacent properties, so that the photometric plan reads zero lumens at the property line.

Comment: Confirm the location of two new reclaimed water lines that run either adjacent of across the site in at least two locations.

There were no other comments or questions, and the meeting was concluded at 7:00 pm.

After the meeting concluded staff received email from Kirk Baumgartner, who attended the second meeting, but wanted to provide additional comments about the project. Mr. Baumgartner is 100 percent opposed to the project and does not want this project to be developed at this location. Mr. Baumgartner lives over half a mile away and does not have any direct views of the site from his property. A summary of Mr. Baumgartner's comment follows.

Popouts and cornices seem small and need to be projected further. Comment that trees are shown to be larger than they would be, and it would take 10 year for the trees to grow to a height as shown in the rendering. Provide an appealing west elevation wall with detail. Add faux windows with no glass and enlarged pop-outs along west elevation. Place stone veneer in places where the adjacent residents can see it, not below the fence line. Parapet is insufficient to screen HVAC units if they are located on top of the building. What are the existing soil conditions? No on-site retention along the 30-foot buffer to maintain the integrity of the common property wall. Mount building lighting on common property wall facing away from the residents. Do not plant trees close to the common property wall and use root barriers against the common property wall. The developer must be responsible for maintaining the east side of the common property wall. Trees should be 36" box, to appear more mature and screen the building. This concludes the summary of comments from Mr. Baumgartner.

End of Report as of February 26, 2024.

Citizen Participation Process Report:

TO : Robert Kufus – City of Peoria Planning Dept.

FROM : Peter Yachimski

RE : **CUP 22-08: Abernathey Holdings, LLC Self-Storage Facility**

DATE : January 31, 2023

Dear Robert,

This Citizen Participation Process Report memorializes the content and results of our Citizen Participation Meeting for the above referenced Conditional Use Permit application held on January 25, 2023. These meeting minutes are submitted in conformance with the Public Participation Process section 8.5 of the Peoria 2040 General Plan.

Attendees:

For the Developer:	Peter M. Yachimski (Vanguard Professional Services, LLC) Nate Medhus (Abernathey Development)
For the City:	Cody Gleason (Peoria Planning Department) Councilman Schafer
Public Participants:	See attached lists
Exhibits used:	Powerpoint presentation attached to this email

Meeting commenced at 6:00 PM

- Following are comments from the neighborss:
  - Concerns about lighting
  - Desire no traffic between the building and the Pleasant Valley sssubdivision
  - Move trash enblcosure to the NE corner of the site
  - No windows on the building looking into the subdivision
  - Maybe add stonework to the façade
  - Add gates rto limit access after hours
  - Reduce hours of operatrion to 8PM?

EXHIBIT 7

- Place a crash gate on the rear of the building to prevent homeless from taking refuge there
- Can we go 2-stories instead of 3?
- What would be the construction timeline?
- Can we fire rate the walls to a higher elememnt?
- Concerns over home values
- Enhance landscape buffer
- What will be the west elevation façade material?
- Concerns about noise levels

Attached hereto is the "sign-in" sheet for the public

Thank you very much for the opportunity to present these minutes



Peter Yachimski, RLS

EXHIBIT 7

City of Peoria – Public Meeting
Neighborhood Meeting for: CUP 22-08

Name	Address	Phone #
Christine Piska	[redacted]	
Kevin Piska		
Melanie Easterwood		
Brian Wehrle	[redacted]	
FRANK ROTCHFORD	[redacted]	
MICHAEL BANKS		
Liz Walton		
T. Wattles		
DEREK CLINGO		
Kelly Hammer	[redacted]	
Jane Steinseifer		
Nathan Cottrell		
Judy Yung		
James Barlow		
Steve + Cheryl Lewandowski	[redacted]	
DARRYL : Mellissa Bingham		

EXHIBIT 7

City of Peoria – Public Meeting
Neighborhood Meeting for: CUP 22-08

Name	Address	Phone #
Jennifer + Steve FARR	[redacted]	
Charity Best		
Chad Best		
Zachary Rasmussen		
David Tedesco		
Diane Koch		
Peyton Hoelscher		
Chris Hoelscher		
Angela Kiesgen		
Justin Porter		
Terri Porter	[redacted]	
Joel FREDERICK		
Olga Barkai		
Stacey Milner		
Steve Smith		
Jessica Larsen		
Rachel Frevert		
Rachael + Adam Giffi		
Paul + Shauree Tudwick	[redacted]	

EXHIBIT 7

City of Peoria – Public Meeting
Neighborhood Meeting for: CUP 22-08

Name	Address	Phone #
Janette Simmons	[redacted]	
Peter Mowbe		
Patrick Walker		
Kim Corey		
John Brooks		
Alyssa Brocking		
Barney Hoof		
Dave Thomas		
Caridad D Juyo Thomas		
Ray + Robin Hastings		
Michele Tompson		
Don LaBrunt		
Timothy Burkes		
Brad Shafer		
Katica Baumgartner		
David Garcia		
Tony Fassette		
Kristie Fassette		
Kirk Baumgartner		
Cheryl Largo		
Charlie Largo		
Pamela Clark		

EXHIBIT 7

City of Peoria – Public Meeting
Neighborhood Meeting for: CUP 22-08

Name	Address	Phone #
Lanae Harris	[redacted]	
Terri Moore		
Robin Porter		

EXHIBIT 7

City of Peoria – Public Meeting
Neighborhood Meeting for: CUP 22-08

Name	Address	Phone #
Debra Davis	[redacted]	
Kathleen Mulligan		
Amanda Shafer		
Bobby Shafer		
Dona Robowski		
Charles Lespe		
Elaine Faul		

EXHIBIT 7

City of Peoria – Public Meeting
Neighborhood Meeting for: CUP 22-08

Name	Address	Phone #
STEPHANIE TORBERT	[redacted]	
Rochelle Fahey		
Cody Gleason		

EXHIBIT 7

City of Peoria – Public Meeting
Neighborhood Meeting for: CUP 22-08

Name	Address	Phone #
Nancy Belhorn	[redacted]	
Katie Roe		
Mistie Brewster		
Rob Brewster		

EXHIBIT 7

PLANNING AND ZONING

AFFIDAVIT OF NOTIFICATION

Date 01/09/23 Case Number CU 22-08

Location of Property West side of Lake Pleasant Parkway across from the intersection of Cibola Vista Dr. (within the Cibola Vista PAD)

Sign Company Name Fast Signs

I, Peter M. Yachimski certify that the site has been posted on the 9th day of January, 20 23 as indicated by the project manager for the case listed above.

Applicant/Representative Signature [redacted]

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 20TH day of JANUARY 2023.

[redacted] 07-13-2026

Notary Public My Commission Expires

Return completed notarized affidavit AND photographic evidence of site posting to the Community Development **at least 15 days prior** to the hearing body date.

9875 N. 85th Ave., Development and Community Services Building
Peoria, AZ 85345
623-773-7200

[redacted]

EXHIBIT 7

Earl & Curley
ZONING & LAND USE LAW

July 26, 2023

Dear Community Member,

This is a follow up letter to a prior communication regarding a proposed internal self-storage building on the infill parcel shown in the map to the right (at the northwest corner of Lake Pleasant Parkway and Cibola Vista Drive).



We want to thank all those who provided feedback to us, including in our prior neighborhood meeting. We greatly benefited from that feedback. After that meeting and other meetings with City staff, we have been working on significantly modifying the project's design to be more compatible with the area.

One significant change is that we have reduced the height of the proposed building from three stories to two stories to create a better condition for the neighborhood to the west and to be more compatible with the design of the broader area. We have also incorporated architectural elements from the Cibola Vista Resort and Spa across the street so that this proposed building better fits into the fabric of the community.

The subject request is for a conditional use permit. To be clear, this is not a change of zoning. The property is already zoned for commercial uses. But in a location such as this, and on a parcel shaped like this one, most commercial uses would not be appropriate or practical. The parcel is right up against residential homes, is shaped like a narrow triangle that comes to a point on the south side, and is small for a commercial parcel.

Other permitted commercial uses on this site would not require a conditional use permit and could proceed forward without extra permission from the City. However, many of those commercial uses would generate too much noise and activity next to the neighborhood to the west and would be a nuisance; would have a footprint and parking area that would be too large to fit on this triangle parcel (like a day care that might cause traffic to back up into the street); and/or would come with two-story or three-story windows with views into residential yards to the west (like an office building).

The proposed development avoids each of these issues. Self-storage facilities are often placed next to neighborhoods on difficult infill parcels because they are incredibly quiet, with very little day-to-day traffic. Customers store their belongings but do not regularly return to access them. The facility is also able to nicely fit on this odd-shaped parcel in part because with so few people

accessing the facility, we don't need a large parking lot. And because people aren't working or residing in the building, like with an office building, windows that would normally face toward the neighborhood to the west are not needed.

As noted above, after a prior neighborhood meeting, our client has agreed to reduce the height of the building from three stories to two stories. He's also increased the tree buffer on the west side of the building to act as a screen between the building and the neighbors (this can be seen in the below conceptual rendering—full sized image attached).



He has also enhanced the building architecture to be more compatible with the architectural design of the area (shown in the conceptual rendering below—full sized image attached).



We heard loud and clear that the project's appearance off of Lake Pleasant Parkway is important to the community. And that is why we have made such significant changes to the design of the building. Although this is only a conditional *use* permit application, we also know that appearance is important. And so we're grateful for the community feedback in this regard.

The proposed storage facility will be a fully enclosed climate-controlled building. There will be no outdoor storage and all storage will occur indoors. The hours of operation have been limited based on neighbor feedback and will be from 7am to 9pm. All activities will be monitored by state-of-the-art security cameras and customers will use a card and pin system to access the building during business hours. The operations team will know who came, when they came, what they did while they were on site, and when they left.

Commercial parcels up against residential neighborhoods are always challenging. But this use would be quiet and secure; the building would be comparable in height to a two-story home; and it would serve as an effective sound barrier between the traffic on Lake Pleasant Parkway and the neighborhood to the west.

Attached to this letter we have included a copy of the revised site plan, new color elevations, and conceptual renderings to help you get a better sense of what the project would look like.

Neighborhood Meeting Information

This follow up neighborhood meeting will be held in an open house format so that you can come and go at your convenience and have individual conversations with team members. The doors will open at 5pm, and we will be there until 7pm. You can come anytime during that two-hour window.

Here are the details:

Location: 27008 N High Desert Drive, Peoria AZ 85383. (West Wing Mountain Community Center)

Date/Time: Monday, August 14th, 2023; between 5pm and 7pm

Format: Open House. You can come and look at exhibit boards, talk to team members, ask questions, and provide your feedback. We are sincere in our desire to hear from you and talk to you.

We were ready to return to the community earlier in the summer but we delayed the meeting to make sure people were back from summer vacations. That being said, we know some people still may not be able to make it. If that is the case, please contact me (Taylor Earl) or our office's principal planner helping with this project, Michael Buschbacher, at 602-265-0094 or by email at mbuschbacher@earlcurley.com to learn more about the case, ask any questions, and express your opinions.

Sincerely,

[redacted]

Taylor Earl
Managing Partner
o (602) 265-0094

EXHIBIT 7

EXHIBIT 7

PROJECT DIRECTORY

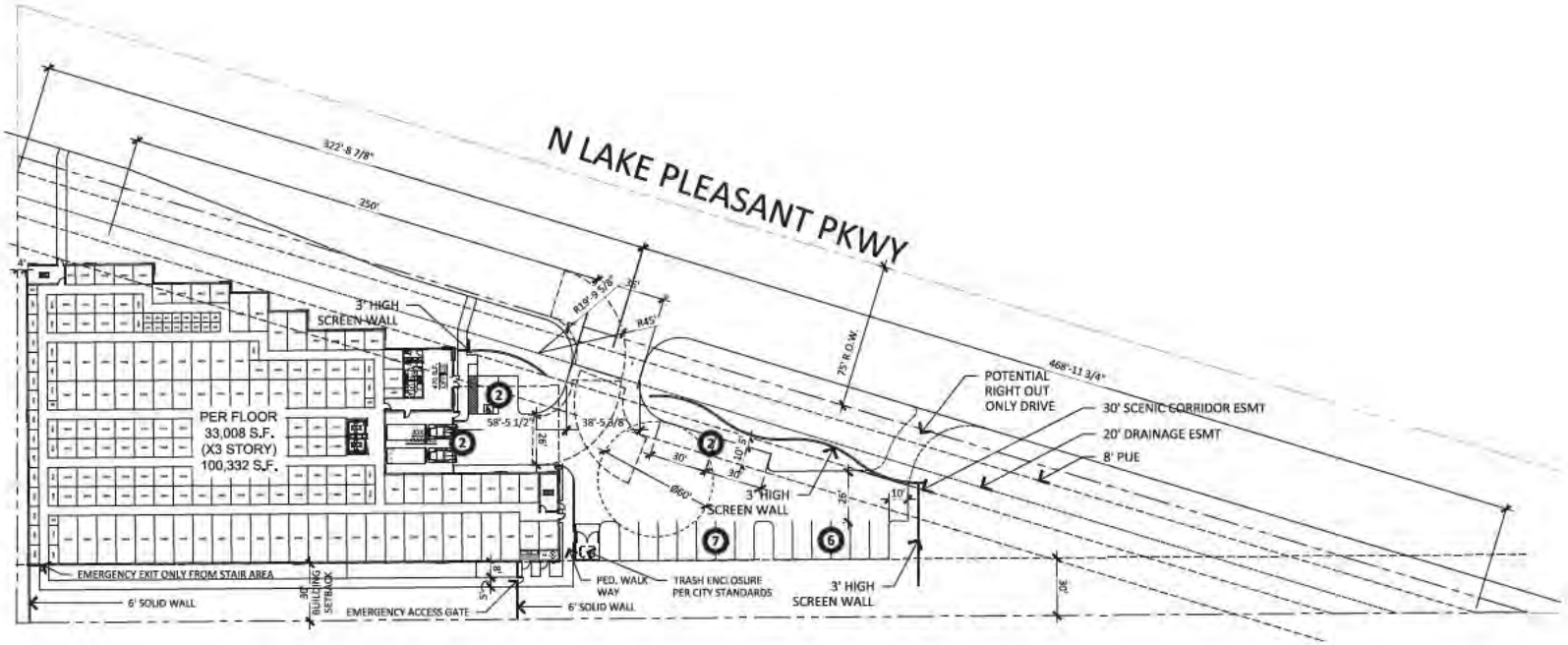
APPLICANT:	ARCHITECT:
ABERNATHEY DEVELOPMENT	RKAA ARCHITECTS, INC
3320 WILSTRAC DRIVE SUITE D	2231 E. THOMAS ROAD
FARGO, ND 58103	PHOENIX, AZ 85016
CONTACT: ANDREW ABERNATHEY	CONTACT: MATTHEW SARGENT
PHONE: (701) 263-7425	PHONE: (602) 955-3900
E-MAIL: aa@abernatheyholdingco.com	E-MAIL: msargent@rkaa.com

SITE DATA

ASSESSOR PARCEL NO.:	201-36-598
GROSS SITE AREA:	167,270 S.F. (3.84 ACRES)
NET SITE AREA:	93,022 S.F. (2.18 ACRES)
EXISTING ZONING:	PAD

PARKING DATA

TOTAL PARKING REQUIRED:	19 SPACES
1 SPACE PER FIFTY (50) UNITS 634 UNITS	
1 SPACE PER 200 SF OFFICE 470 SF	
TOTAL PARKING PROVIDED:	19 SPACES
ACCESSIBLE SPACES REQUIRED:	1 SPACES
ACCESSIBLE SPACES PROVIDED:	1 SPACES



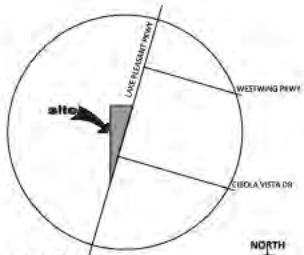


EXHIBIT 7

THIS SITE PLAN HAS BEEN PREPARED WITHOUT THE AID OF A SURVEY. ALL PROPERTY BOUNDARIES ARE ROUGH APPROXIMATIONS. THIS DRAWING IS TO BE USED FOR CONCEPTUAL PURPOSES ONLY AND IT IS NOT TO BE THE BASIS FOR ANY LEGALLY BINDING DOCUMENTATION.

SITE PLAN
SCALE: 1" = 30'-0"

NORTH

VICINITY MAP
SCALE: N.T.S.

NORTH

RKAA ARCHITECTS, INC

PROPOSED SELF STORAGE FACILITY

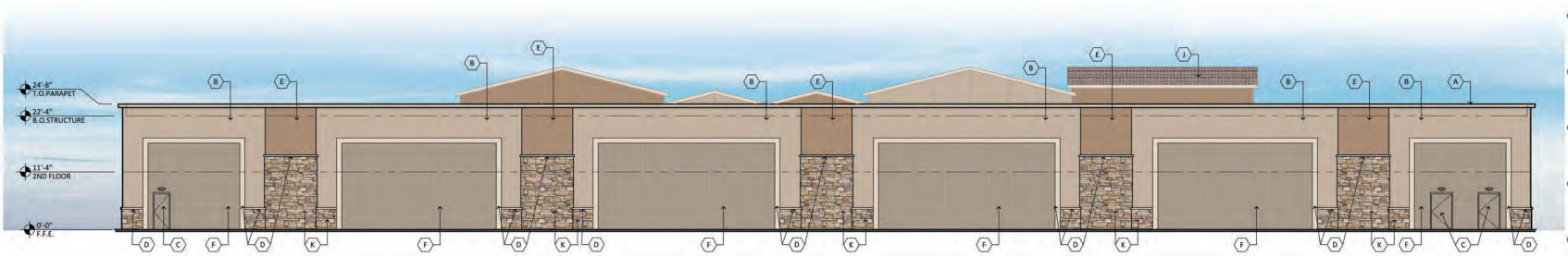
NWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
DATE: 04-26-2023(PRELIMINARY)

SP-1

RKAA# 22048.50

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SP22-34/ CU22-08



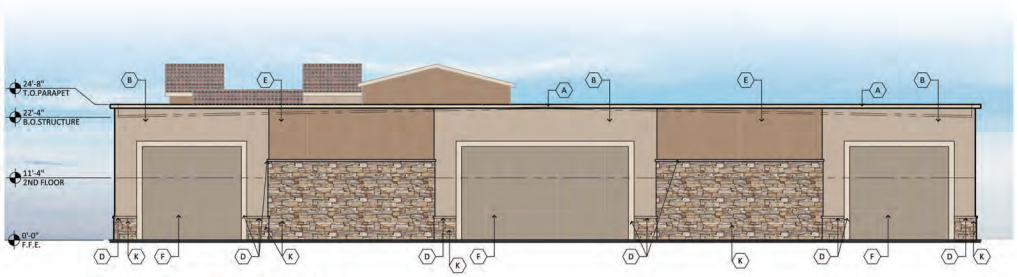
1 WEST ELEVATION

SCALE: 3/32"= 1'-0"



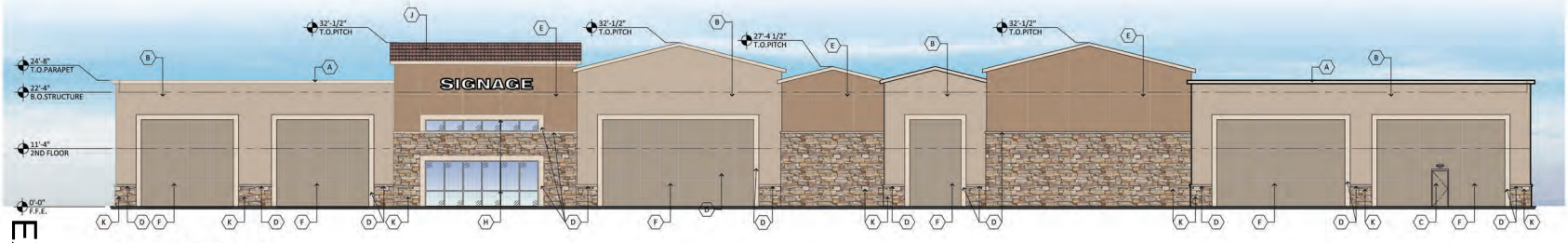
2 SOUTH ELEVATION

SCALE: 3/32"= 1'-0"



3 NORTH ELEVATION

SCALE: 3/32"= 1'-0"



4 EAST ELEVATION

SCALE: 3/32"= 1'-0"

MATERIAL AND COLORS

A — CAP FLASHING - PAINT COLOR TO MATCH:
MFG: DUNN EDWARDS
COLOR: SAND CASTLE
SPEC #: DEC740

B — STUCCO - PAINT COLOR TO MATCH:
FINISH: FINE SAND
MFG: DUNN EDWARDS
COLOR: CORAL CLAY
SPEC #: DEC719

C — HOLLOW METAL DOOR - PAINT COLOR TO MATCH:
MFG: DUNN EDWARDS
COLOR: CORAL CLAY
SPEC #: DEC719

D — STUCCO - PAINT COLOR TO MATCH:
FINISH: FINE SAND
MFG: DUNN EDWARDS
COLOR: SAND CASTLE
SPEC #: DEC740

E — STUCCO - PAINT COLOR TO MATCH:
FINISH: FINE SAND
MFG: DUNN EDWARDS
COLOR: MESA TAN
SPEC #: DEC718

F — STUCCO - PAINT COLOR TO MATCH:
FINISH: FINE SAND
MFG: DUNN EDWARDS
COLOR: SORREL FELT
SPEC #: DET624

G — ROLL UP DOOR:
MFG: RYTEC
SPEC: 14'X10' ROLL UP
COLOR: RAL 1019

H — ALUMINUM STOREFRONT:
MFG: KAWNEER
COLOR: ALUMINUM CLEAR

J — TILE ROOF:
MFG: EAGLE ROOFING
COLOR: 2606 VALLEJO RANGE
PROFILE: MALIBU

K — STONE VENEER:
MFG: ELDORADO STONE
COLOR: MESQUITE
TYPE: CLIFFSTONE

ELEVATION GENERAL NOTES

- ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
- SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
- ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS.
- SCREENING SHALL BE ARCHITECTURALLY INTEGRATED FOR THE SERVICE ENTRANCE SECTION (SES) AND ALL UTILITIES. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL WITH SOLID GATES, EQUAL TO OR GREATER IN HEIGHT THAN THE MECHANICAL EQUIPMENT.
- SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT - GC TO COORDINATE WITH SIGN PACKAGE FOR BLOCKING.

EXHIBIT 7

RKAA ARCHITECTS, INC

PROPOSED SELF STORAGE FACILITY
NWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
DATE: 04-19-2023 (PRELIMINARY)

EL-1

RKAA# 22048.50

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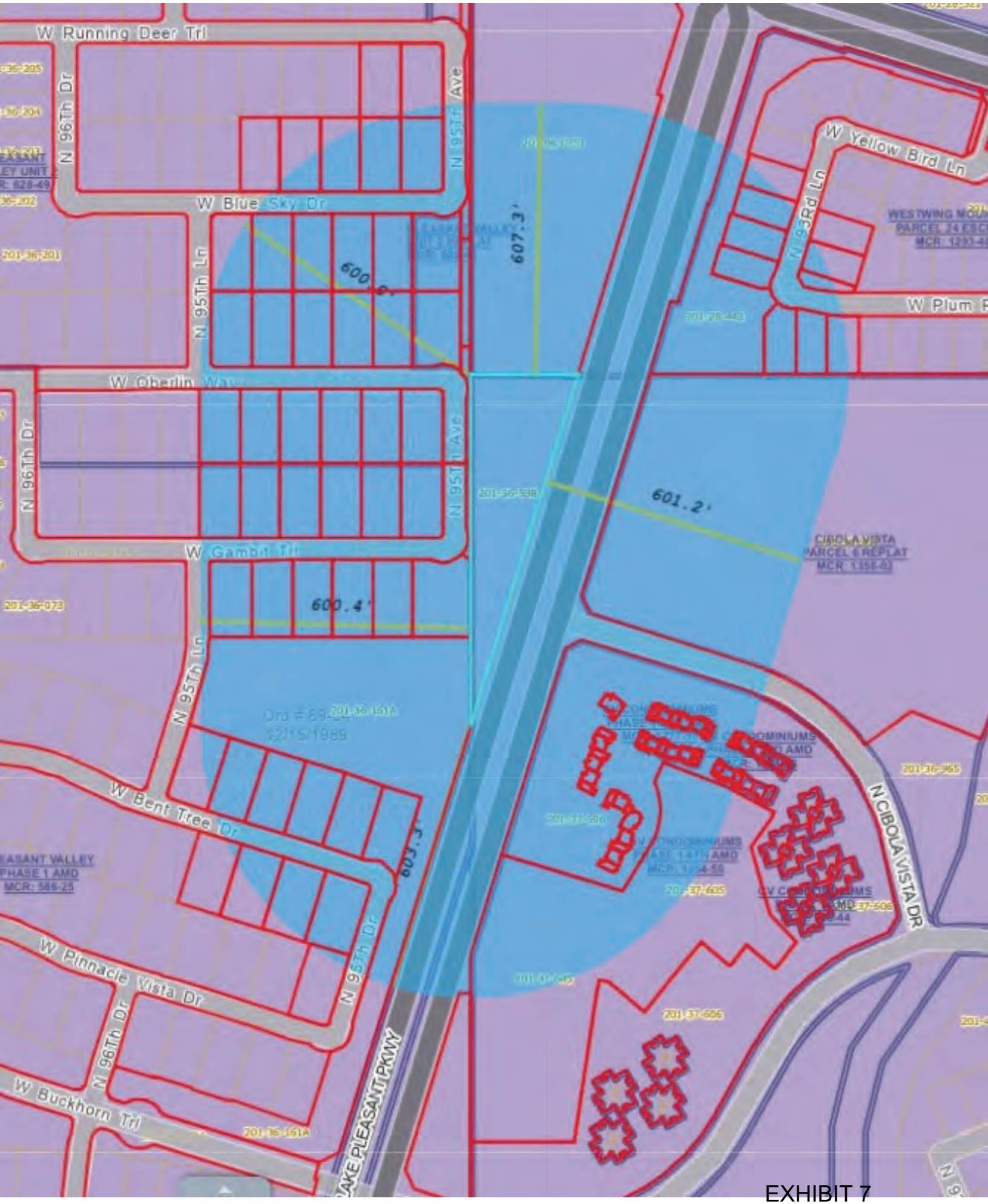

W Running Deer Trl
N 96Th Dr
N 95Th Ave
W Blue Sky Dr
607.3'
600.8'
W Yellow Bird Ln
N 93Rd Ln
W Plum
N 95Th Ln
W Oberlin Way
N 96Th Dr
N 95Th Ave
601.2'
W Gambit Trl
600.4'
N 95Th Ln
W Bent Tree Dr
N CIBOLA VISTA DR
W Pinnacle Vista Dr
N 96Th Dr
N 95Th Dr
W Buckhorn Trl
LAKE PLEASANT PKWY

EXHIBIT 7

Resident Mailing Addresses

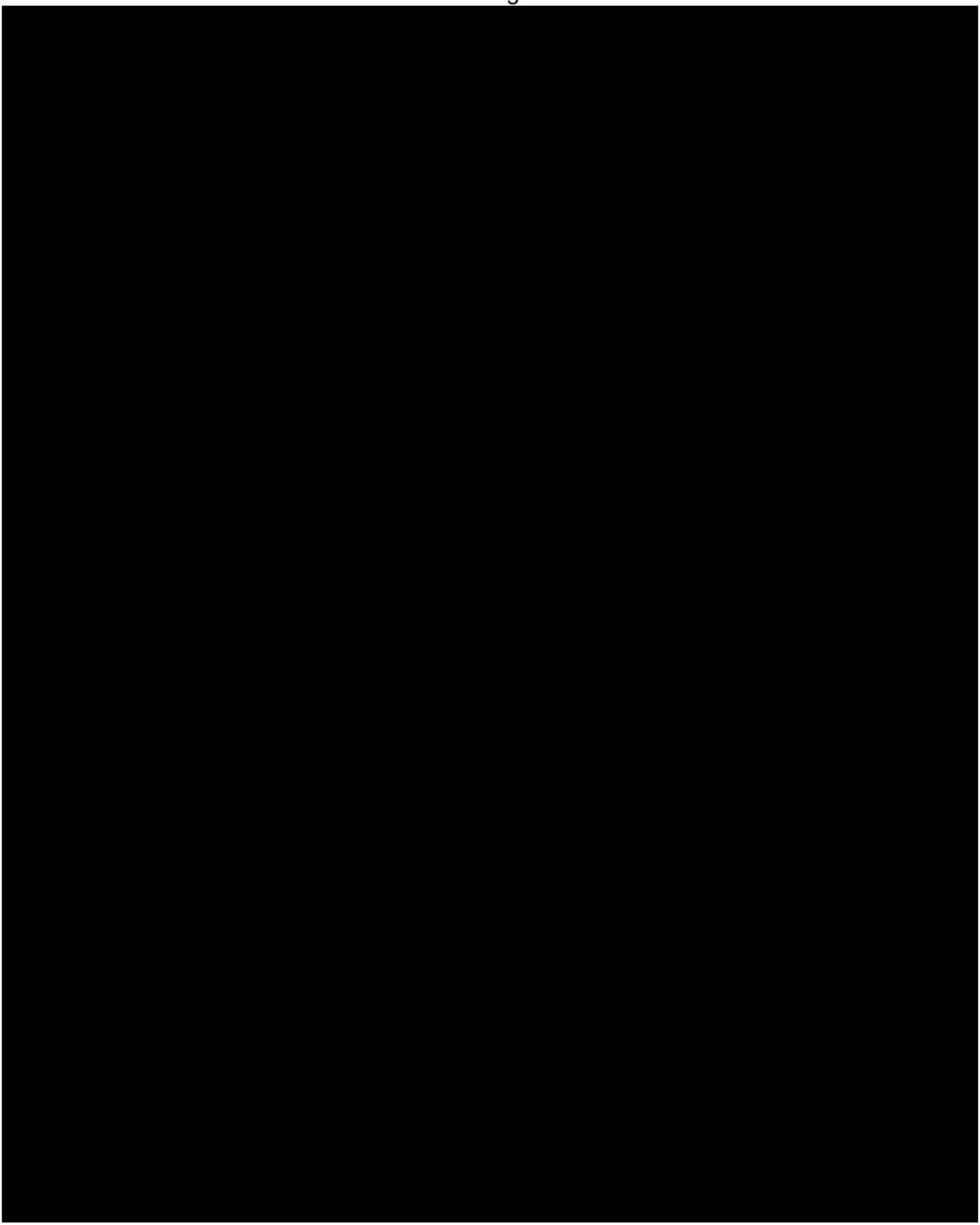


EXHIBIT 7

Resident Mailing Addresses

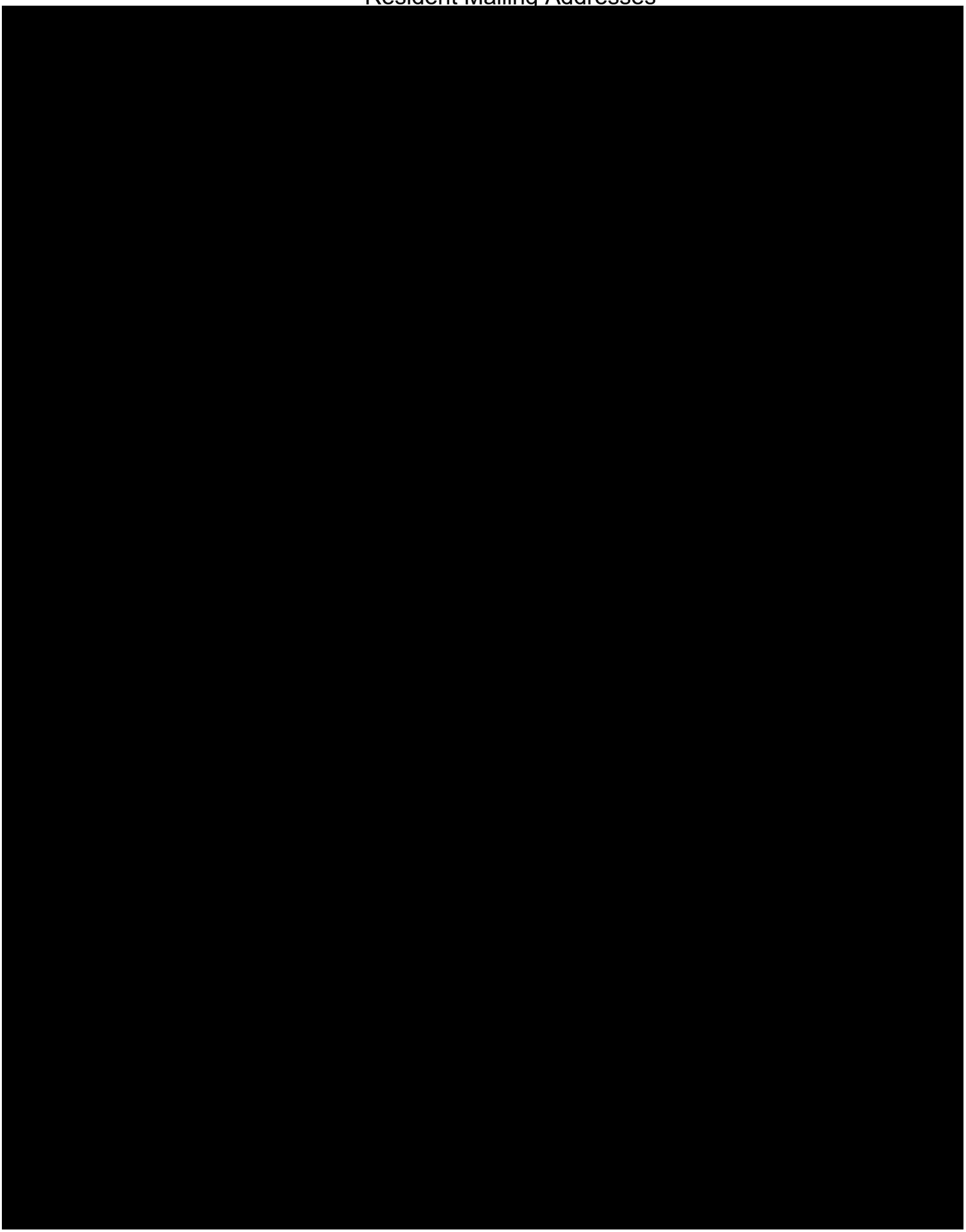


EXHIBIT 7

Resident Mailing Addresses

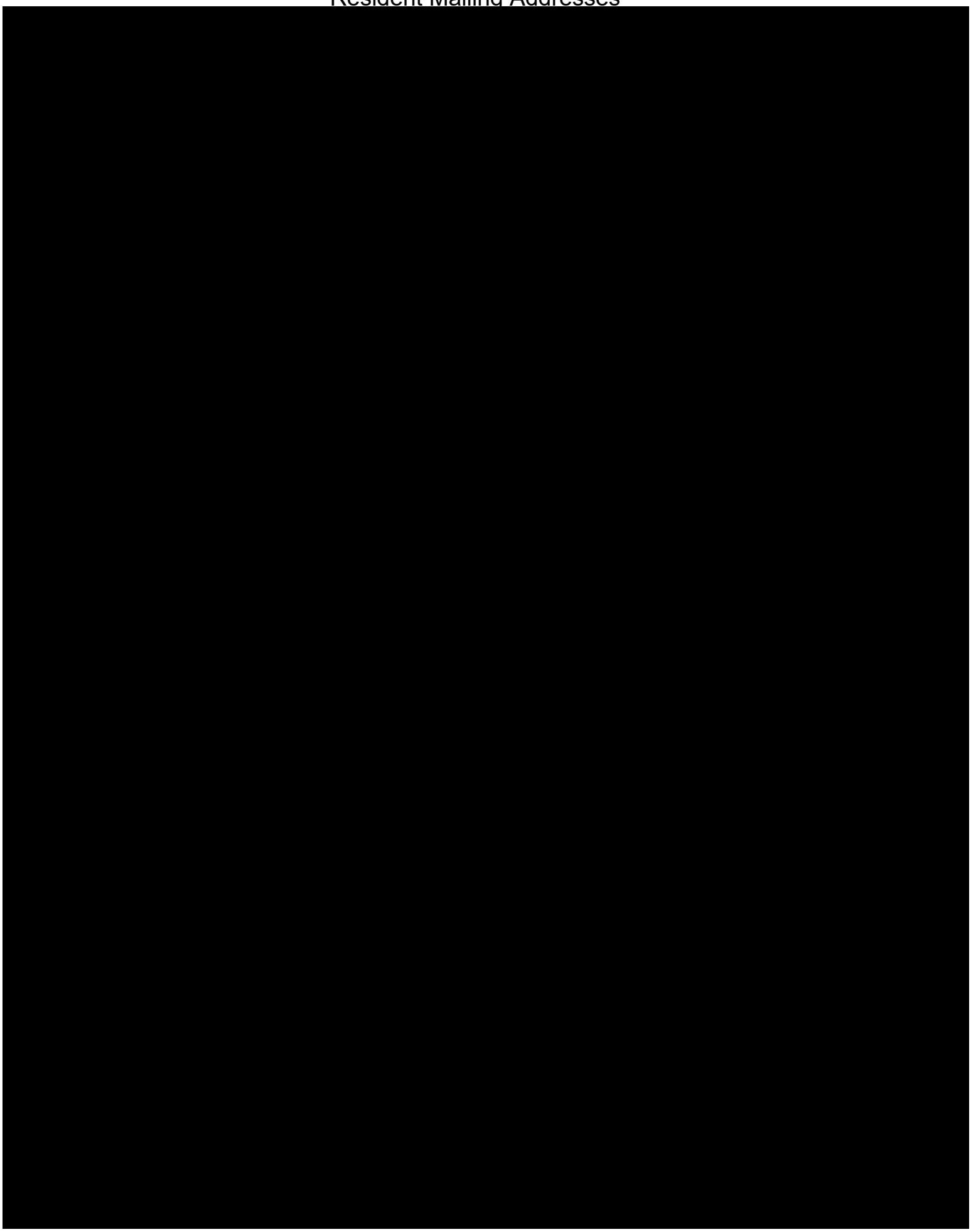


EXHIBIT 7

Resident Mailing Addresses

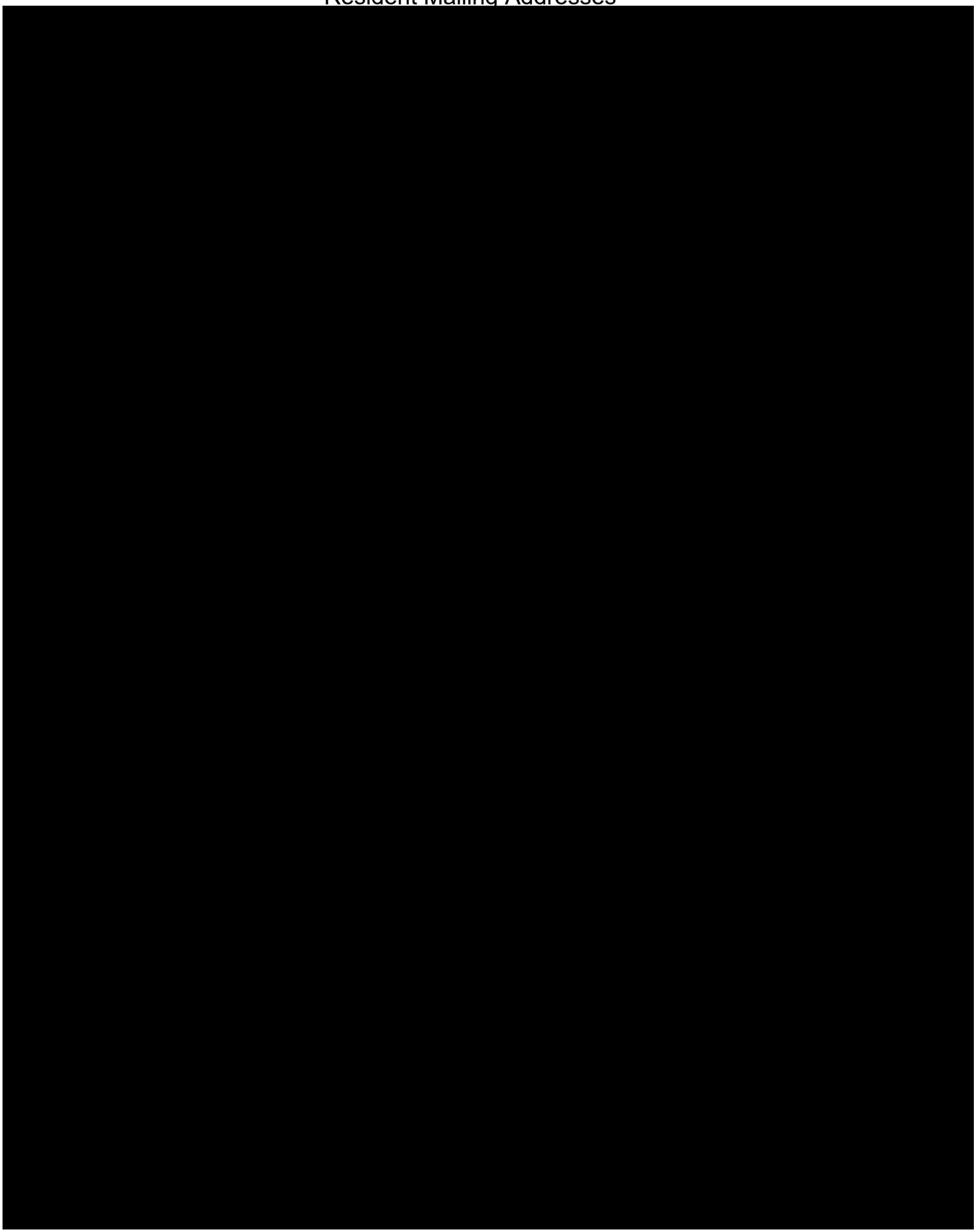


EXHIBIT 7

Resident Mailing Addresses

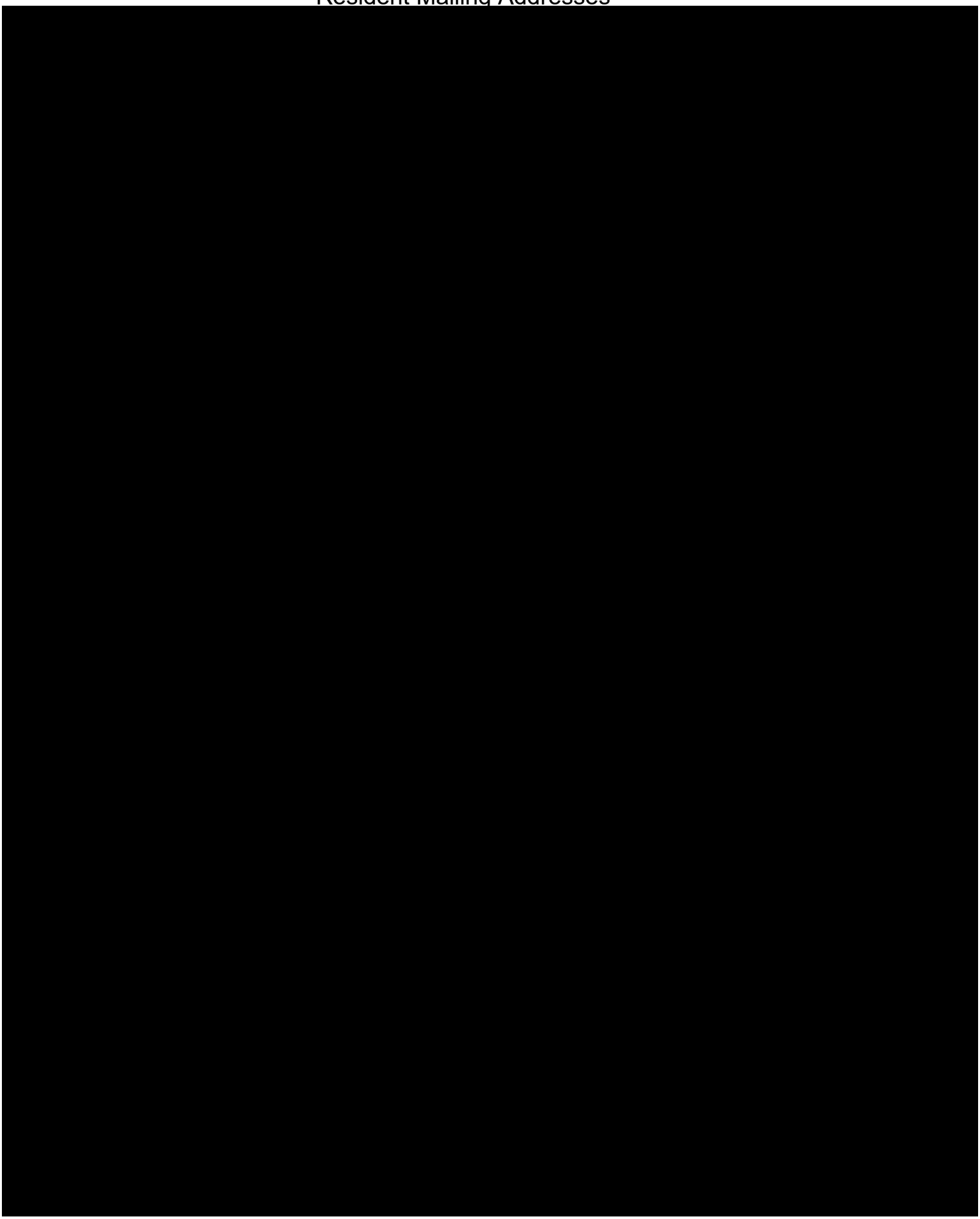


EXHIBIT 7

Resident Mailing Addresses

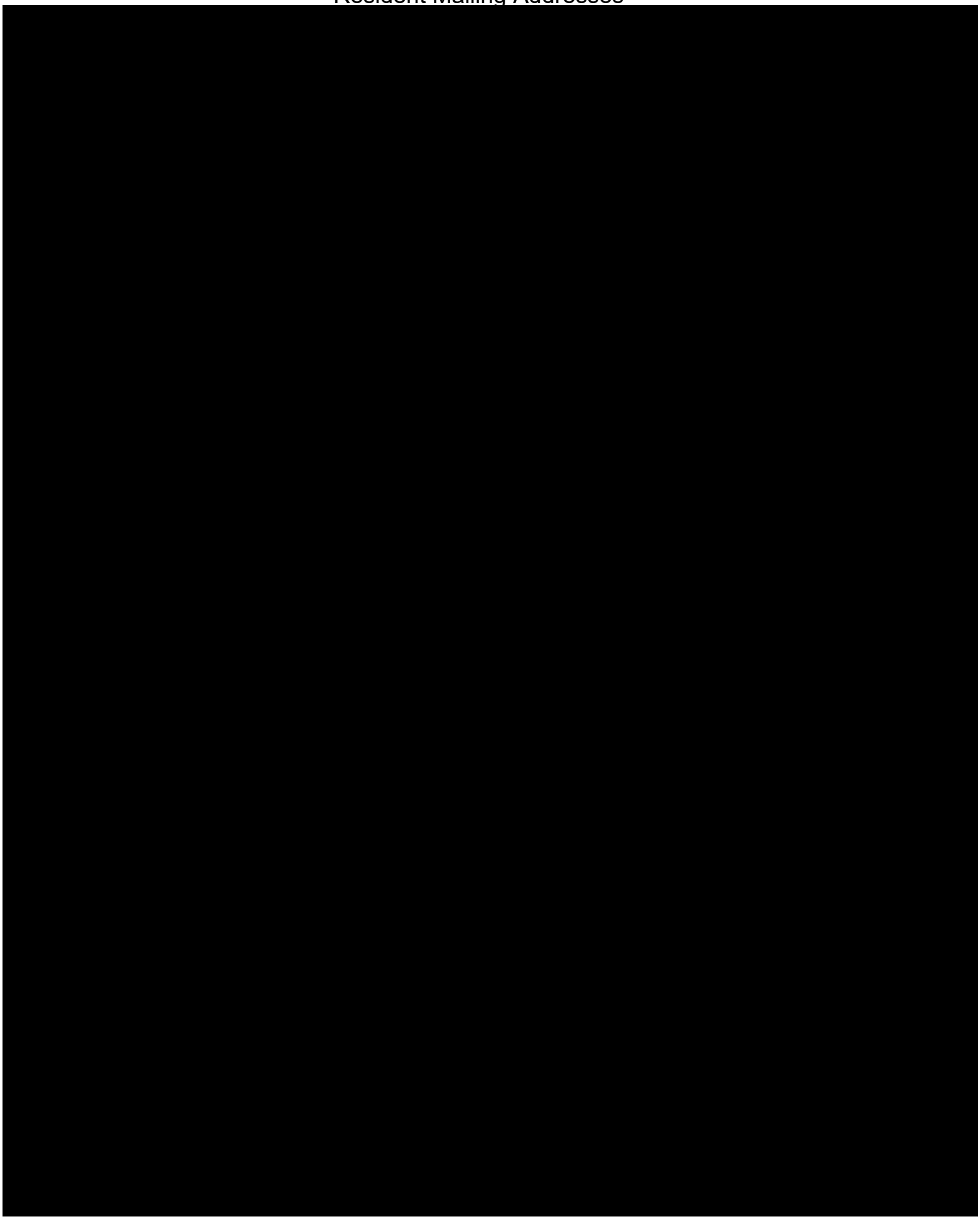


EXHIBIT 7

Resident Mailing Addresses



EXHIBIT 7

	NAME	ADDRESS / PHONE
8,9	Jim & Ann Rivers	[redacted]
10	Jane Scherbing	
11 & 12	Chad & Charity Best	
13 & 14	Jason & Mary Vandermate	[redacted]
15	Brad Shafer	[redacted]
16 & 17	Chris/Peyton Haelscher	[redacted]
18	Ansley "	
19	Kirk Baumgartner	[redacted]
20	Rex Bahm	
21 & 22	Becky & Taylor Proudfit	[redacted]
23 & 24	Rob & Stephanie Turbett	[redacted]
25	Jennifer Farr	[redacted]

EXHIBIT 7

August 14, 2023- Neighborhood Meeting **Abernathey Self-Storage CUP**

For Submission to the City

	Name	Address	Phone	Email
1	James Barker	[redacted]		
2	Lanae Harris			
3	T. Ullis			
4	Ken Bobb			
5	LuAnn Kuhfuss			
6	Steve Smith			
7	GLENN FUNDRAM			
20	Nate Cotrell	— BUSY 970-690-1[illegible]		But attended.

EXHIBIT 7

Cibola Vista Self-Storage: CU22-08

West of Lake Pleasant Pkwy and South of WestWing Pkwy

Exhibit 8 | Opposition & Support

From: Wendi Bateman
To: Robert Kuhfuss
Subject: Cibola vista Storage
Date: Wednesday, November 9, 2022 8:27:22 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hi,

I heard there was an application for a storage space to be built off Lake Pleasant and Cibola Vista Dr. I live in the surrounding neighborhood and am not too happy to hear that. I would like to state I do NOT want this to be built and to please decline the application.

Wendi Bateman

Sent from my iPhone

From: Terri Moore
To: Robert Kuhfuss
Subject: Cibola Vista Storage unit
Date: Wednesday, November 9, 2022 8:58:31 PM

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Hello,

I just wanted to express my concern about the proposed storage unit. We have lived in the area for 14 years. I LOVE this area of Peoria. I know that change is inevitable but I am very disappointed about the types of places that are being put right on top of our neighborhoods. I hope that the city will take into consideration all of the community members who will have to live near this. No one in the area that I know is intrested in this. Pleasant Valley Estates has been there for about 20 years. They would be the most affected by this. Especially those that would have to look at this type of building on top of their houses. When we moved to this neighborhood we already knew that Cibola Vista Resort was here before our houses were built. This is something entirely different since our community neighborhoods have been here for a long time. I think our community has been bombard with things like this over the last year. 2 new hotels, apparments, micro houses etc...I think many families are growing frustrated because when we bought here no one thought that these types of business would be in our neighborhoods. It is my understanding if community members express concern that a meeting would be called. I have questions along with many members of our neighborhood. Thank You for letting me voice my concern.

Regards,
Terri Moore

From: Rachel Busetti
To: Robert Kuhfuss
Subject: Proposed storage unit
Date: Wednesday, November 9, 2022 9:02:26 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To Whom It May Concern:

This email is to inform you of my disapproval of the proposed storage unit on the corner of Lake Pleasant and Cibola Vista. The last thing this beautiful neighborhood needs is an ugly eyesore storage unit.

Thank you for your consideration,

Rachel Frevert

[redacted]

Sent from my iPhone

EXHIBIT 8

From: Lydia Walch
To: Robert Kuhfuss
Subject: Oppose
Date: Wednesday, November 9, 2022 9:05:00 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hello,
Please do not build a self-storage building near Cibola Vista.
~ Lydia Walch

From: Christi Hanson
To: Robert Kuhfuss
Subject: Proposed storage unit-85383
Date: Wednesday, November 9, 2022 9:08:02 PM
Attachments: [redacted]

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hi there! I just heard some disturbing news.....the proposal for a 3-story self-storage facility at Lake Pleasant and Cibola Vista This would be such an eye sore to our beautiful community. I am also a realtor that does a lot of my business in the 85383 zip code. I can promise you that it will not help property values either. What can we as community do to stop this?
Thanks,



EXHIBIT 8

From: Amy Neier
To: Robert Kuhfuss
Subject: Cibola Vista Self Storage
Date: Wednesday, November 9, 2022 9:18:50 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good evening Mr. Kuhfuss,
It's been brought to my attention that there is a proposal for a three story self storage building to be built west of Lake Pleasant and Cibola Vista Drive. As this building is close to my home I'm taking the opportunity to write you and voice my concern and overall dismay of this being approved and moving forward.

This location is surrounded by neighborhoods with lots of children who enjoy their days and use that intersection to get from Pleasant Valley to Cibola Vista. This area is already becoming more and more populated resulting in more traffic and this is only going to bring more, closer to home nonetheless.

I urge you to please reconsider the location of this building.

Thanks for your time.
Amy Neier

From: Bridget Balchik
To: Robert Kuhfuss; InetPlanning
Subject: Cibola vista self storage
Date: Wednesday, November 9, 2022 9:42:10 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hi- I'm writing in regards to the proposed cibola vista self storage. This type of business and building does not fit with the area and design and would be a terrible eye sore.
Thank you for considering
Bridget Balchik

Sent from my iPad

From:	Kim Clover
To:	InetPlanning; Robert Kuhfuss
Subject:	storage unit
Date:	Wednesday, November 9, 2022 9:43:09 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good Evening,
It has been brought to my attention that a 3 story storage unit is being considered across from the Cibola Vista Resort on Lake Pleasant Pkwy. I truly hope this is not true for so many reasons. One, it doesn't fit within the design and aesthetics of our community. This community is family based. This community and the resort have a certain look that blends into the surrounding landscape. A storage unit is going to be an eye sore, bring prop values down. Two, the additional traffic will also cause problems within the community, not to mention disrupt the tranquil setting already in place. Lastly, this structure is not welcomed in this community.

Thank you for your time!
Kim Clover
[redacted]

[redacted]

Kim Clover
[redacted]

From: [redacted]
To: Robert Kuhfuss; InetPlanning
Subject: Cibola Vista Self Storage proposed site
Date: Thursday, November 10, 2022 6:45:20 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Project Name & Case Numbers
Cibola Vista Self Storage
Conditional Use Permit (CU22-08)
Site Plan (SP22-34)

To Whom It May Concern,

Please come by our lovely community & take a look at this proposed site. A storage unit does not fit within the design and aesthetics of any of our communities in this area. Furthermore, it will be an eye sore & bring all surrounding property values down. These are examples of things that will make homeowners such as ourselves move out of Peoria for a better planned community.

Sincerely,

[redacted]

From: Wendi Bateman
To: InetPlanning
Subject: Cibola Vista Storage application
Date: Thursday, November 10, 2022 7:30:20 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hi,

I heard there was an application for a storage space to be built off Lake Pleasant and Cibola Vista Dr. I live in the surrounding neighborhood and am not too happy to hear that. I would like to state I do NOT want this to be built and to please decline the application.

Wendi Bateman

Sent from my iPhone

From: Jennifer Wilkinson
To: Robert Kuhfuss
Subject: Cibola Vista Proposed Storage Unit
Date: Thursday, November 10, 2022 8:25:41 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hello,

It was brought to our attention that there is a proposed three story storage unit across from our neighborhood. This is not something we want in or near our neighborhood.

Thanks,
Jennifer Tran Wilkinson


EXHIBIT 8

From: Jill Shavrnoch
To: Robert Kuhfuss
Subject: Proposed 3 story public storage
Date: Thursday, November 10, 2022 2:30:37 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Me. Kuhfuss,

This is a horrible idea!! 3 story storage unit right in front of a beautiful subdivision. This most certainly does not align with the design and aesthetician of our community.

Please reconsider!

Sincerely,
Jill Shavrnoch
[redacted]

EXHIBIT 8

From: Joe Schweers
To: Robert Kuhfuss
Subject: Public Storage Property
Date: Thursday, November 10, 2022 5:22:28 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

I am not in favor of having a public storage facility built along Lake Pleasant Road across from Cibola Vista. The views in the area are to beautiful for such business. Unfair to homeowners in the area.

Joe Schweers
[redacted]

From: Ryan Ensminger
To: InetPlanning
Subject: Storage units on lake pleasant and cibola vista
Date: Thursday, November 10, 2022 6:11:57 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

I am concerned/against the building of these storage units.

Thank you,

Ryan Ensminger

Sent from my iPhone

EXHIBIT 8

From: Angela Thomas
To: InetPlanning
Subject: Storage units on Lake Pleasant
Date: Thursday, November 10, 2022 7:02:15 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

We do not want storage units on Lake Pleasant across from Cibola Vista resort. We live in the neighborhood behind Cibola Vista and we don't want any big businesses that can attract crime near us. We will fight this to the bitter end. Do not wreck our beautiful neighborhood with these ugly storage units!

Thank you for your attention,
Angela Thomas
Sent from my iPhone

From: Curli Woods
To: Robert Kuhfuss
Subject: Public Storage
Date: Friday, November 11, 2022 8:23:43 AM

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Hi Mr. Kuhfuss,

I live in Pleasant Valley subdivision and I am strongly against putting a public storage right next to my subdivision, it doesn't fit within the design and aesthetics of our community. It will be an eye sore, and bring prop values down!

Best Regards,
Curli Woods

From: Elaine Faul
To: Robert Kuhfuss
Subject: Storage units
Date: Friday, November 11, 2022 11:42:22 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

I'm a resident of the Cibola Vista neighborhood and just received the information about the permit request for the 3 story storage for across LPPKWY on a vacant strip of land. The entire area up there along the Pkway is residential and would like you to reconsider a different location closer to the already commercial area at Happy Vly Rd & LPPKWY. This is going to be a huge eyesore & block the view for several neighborhoods.
Please let me know what the property this is proposed on, is zoned for at this time.
Please email me any notices of any public meetings regarding this.
Thank you.
Elaine Faul

From: Kim Corey
To: Robert Kuhfuss
Subject: Proposal for Cibola Vista Self Storage
Date: Friday, November 11, 2022 11:48:38 AM

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Hello Robert,

My name is Kim Corey, I live at [redacted]. I have been a Peoria resident since the early 90's. I briefly moved into the city of Glendale but returned back into the Peoria city limits due to the overgrowth of commercial property that the city of Glendale was allowing in their residential areas. I have lived on [redacted] since 2011 and I love it here. I have watched the neighborhood and surrounding areas develop nicely. Up until now the new commercial properties that have been approved I feel have been done so keeping the residential areas residential. The proposal for the Cibola Vista Self Storage is TOO CLOSE AND TOO BIG to be placed on that sliver of land. My home is directly over that wall and a storage facility that is 3 stories high would greatly impact my property value and my love for my home. From my backyard I have a nice view of the mountain that stands in West Wing. That view would be completely covered with a 3 story building.

There are two other storage units that are close by so I do not feel that there is a need for this and if the city feels that there is indeed a need for a 3rd self storage facility it should be placed away from residential areas. Please ask yourself how you would feel if this was built over your wall? Please try to relate to the residents that are voicing concern. A self storage facility of this size is cheapening North Peoria and making it resemble downtown Glendale. (Not a place I would want to live and raise a family). North Peoria is growing to be a sought after place to live just like North Scottsdale. If you take a drive through North Scottsdale you will see that they have left quite a bit of undeveloped land next to their residential areas; that is part of the draw that makes it a sought after place to live.

Please keep in mind that the homes in this area are worth 800K to over 1M. This is not a low income area; at least not yet.

I am asking that you PLEASE deny the proposal for such an eye sore and help keep our North Peoria what it is; a beautiful sought after residential area where people are moving to escape the crazy hustle and bustle of the busy city.

Respectfully,

Kim Corey
[redacted]

EXHIBIT 8

From: Glenn Flandrau
To: Robert Kuhfuss
Subject: 3 story Storage Unit across from Cibola Vista
Date: Friday, November 11, 2022 12:48:37 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Mr. Kuhfuss,

I strongly oppose this facility being built in this location for the following reasons:
1) This area is the luxury home market of Peoria. It does not fit in this neighborhood.
2) It will affect home values in the area as we are dealing with hotels and apartments looking to build here as well which also don't fit the area.
3) It will obstruct the view of the surrounding mountains. There is no need for a 3 story structure.
4) There are enough storage facilities in the area.
5) It can be built in other areas near here that aren't adjacent to residences.

I don't understand the city's constant push to allow these types of businesses to build in this area. Again, this is Peoria's luxury home market.

Glenn Flandrau

From: kim arbogast
To: Robert Kuhfuss
Subject: Ciobla Vista Storage Facility Proposal
Date: Friday, November 11, 2022 12:51:45 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hello Robert,

I understand there is a proposal for a 3 story storage facility off Lake Pleasant and south of West Wing Drive. I live in Westwing therefore right by the proposed site. Please do not consider as this will be an eyesore and doesn't fit with the aesthetics of the eye. In addition, it will definitely bring down property value.

Thank you.

From: [redacted]
To: InetPlanning; Robert Kuhfuss
Subject: Proposed 3 story storage unit
Date: Friday, November 11, 2022 3:15:58 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern:

The proposed 3 story storage unit doesn't fit within the design and aesthetics of our community. It will be an eyesore, bringing prop values down.

Respectfully,

Marie

Marie Shafer
[redacted]
Experience Extraordinary Every Client, Every Time. No Exceptions, No Excuses.

EXHIBIT 8

From: Steve Lemke
To: Robert Kuhfuss
Subject: Cibola Vista Self Storage
Date: Friday, November 11, 2022 3:38:59 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hi Robert,

My wife, Jillene, and I have lived in the Cibola Vista neighborhood since 2007.

We have heard of a possible conditional use permit being issued for the purpose of a 3 story self storage unit to be built at the intersection of Lake Pleasant Road and Cibola Vista Drive.

We are not interested in a self storage facility in or around our neighborhood.

What can be done to assure our Cibola Vista neighborhood concerns can be heard on this matter?

Thank you, Robert.

[redacted]

Sent from my iPhone

EXHIBIT 8

From: burtonhouse
To: Robert Kuhfuss; InetPlanning
Subject: Cibola Vista Self Storage
Date: Saturday, November 12, 2022 8:32:29 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good Morning,

Please consider this notice an objection from a Peoria resident living in the West Wing neighborhood.

The projected 3 story storage unit complex across from Cibola Vista is not appropriate for our area and does not fit the neighborhood. No-one wants to live by a storage facility and I am concerned it will drive our property values down.

Regards,

Breanna Burton

From:	marilee sheridan
To:	Robert Kuhfuss
Cc:	InetPlanning
Subject:	Storage
Date:	Saturday, November 12, 2022 8:59:35 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

I heard they were going to put a storage unit across from Cibola vista please don't let this happen!!!

EXHIBIT 8

From: Nate Cottrell
To: Robert Kuhfuss
Subject: Mini-storage SP22-34 CU22-08
Date: Saturday, November 12, 2022 12:11:52 PM
Attachments: image.png

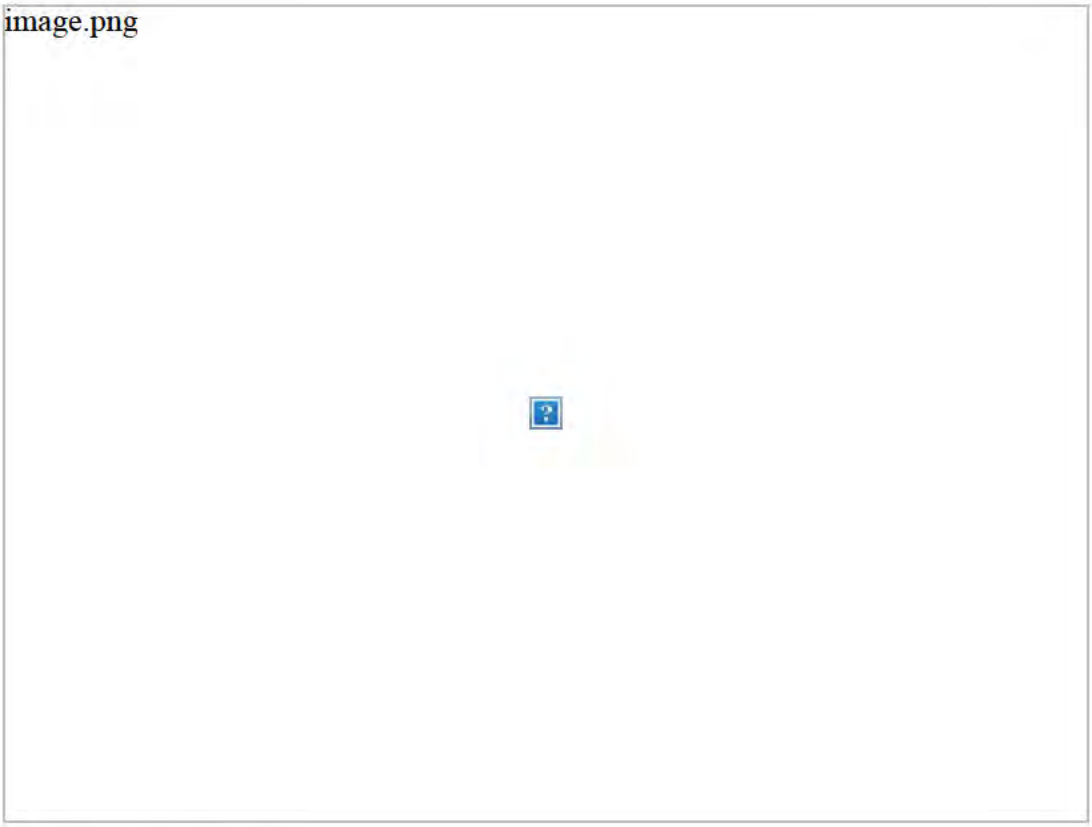
This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good morning Robert,
I see this case here with a CUP and site plan. As a resident in the adjacent Pleasant Valley, I feel the proposed use is inappropriate for the location. The intensity of activity and proposed building heights are not compatible with the adjacent residential and resort areas.

I would appreciate the opportunity to discuss with you or your staff, and the applicant at a neighborhood meeting.

Thank you.

image.png



Nate Cottrell
[redacted]

EXHIBIT 8

You can make a difference. Donate or sponsor a child: [redacted]

EXHIBIT 8

From: Kelley Costello
To: Robert Kuhfuss
Subject: Cibolo Vista Self Storage
Date: Saturday, November 12, 2022 1:06:14 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

I just learned of the proposed development of a 3-story storage complex west of Lake Pleasant Pkwy immediately adjacent to Pleasant Valley Estates. I cannot imagine that this falls into the original planning of this area as it doesn't make logistical sense to place a structure such as this so close to a large residential community.

I am a regular visitor to Lake Havasu City and their lack of city planning is mind boggling; to have gas station or a Pizza Hut standing alone in the middle of residential areas…well, I've never seen anything like it after having lived in 5 cities in three states. I was thankful to live in an area that took more pride in its planning. It would be a shame to see N Peoria become a quagmire of land uses in any given area. Not to mention property values within view of this eyesore of a structure will take a huge hit in one of the nicest areas in Peoria. Perhaps a location further north beyond the residential areas would be more appropriate.

Thank you for your time and consideration.

Kelley Costello
North Peoria Resident

From: kim bissell
To: Robert Kuhfuss
Cc: [redacted]
Subject: Public storage
Date: Saturday, November 12, 2022 2:02:34 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

The proposed 3 story public storage units on the west side of Lake Pleasant across from Cibola Vista is not something we want in this community. You have already repurposed commercial property for additional residential units which was not part of our northern Peoria planned community. It doesn't fit within the design and aesthetics of our community. It will be an eye sore and bring prop values down. We need restaurants and shops that will bring the community together. With hundreds of acres of non HOA land we certainly do not need public storage.

Kim Bissell

Homeowner for 15 years in Cibola Vista

From: Amanda Brown
To: InetPlanning
Cc: Robert Kuhfuss
Subject: Proposed Storage Facility
Date: Sunday, November 13, 2022 11:34:21 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hi there,

I strongly discourage the building of a 3 story storage facility along Lake Pleasant north of Happy Valley & south of West Wing. This does not fit the aesthetics of our community, will bring down property values and will ultimately be a detriment to our community. Please have a neighborhood meeting prior to approving this. Thank you.

Amanda Brown
Peoria resident & business owner

Sent from my iPhone

From: shani olexa
To: Robert Kuhfuss
Subject: Storage facility
Date: Sunday, November 13, 2022 8:05:51 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Please do not vote yes on the storage families planned for lake pleasant and westwing! That is a horrible place for that and will block Mountain View's!!

Shani olexa

Sent from my iPhone

From:	Doug Shafer
To:	InetPlanning
Subject:	Storage
Date:	Monday, November 14, 2022 7:37:12 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern:

The proposed 3 story storage unit doesn't fit within the design and aesthetics of our community. It will be an eyesore, bringing prop values down. There was another storage unit only 4 miles away.

Respectfully,

Doug Shafer

From: [redacted]
To: Robert Kuhfuss
Subject: Please Read- 3 story building
Date: Thursday, November 10, 2022 12:31:13 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hi Rob,

I'm gonna try and keep this short. My address is [redacted] I live in Pleasant Valley. Where they are proposing to build up against my wall. I'm so upset needless to say. It's bad enough that the City has allowed transient hotels to be built on the corner of Jomax and Lake Pleasant parkway. They may be built with aesthetics in mind but that won't last for long. This north side of Peoria is beautiful and a safe place to live. I know, no one at the city really cares. I think the city only cares about revenue. This will impact our property value and the lifestyle that we all love. Anyone from the city is welcome to come and actually stand in my backyard to see how it will affect us. Not sure that anyone cares but it is such a bad idea. The mountain that we all have come to love will be gone. A metal peak roof will glare right at us. There is a storage facility at Pinnacle Peak and Lake Pleasant parkway. The homes in this area are large enough with enough land that we all have a shed on our property. We don't need this. My second thought is that the city is doing this because of all the rental property you're allowing to be built next to our community.....

Please dont let this happen IF you would like to speak with me or come and visit my property please feel free to call me at [redacted]

Thank you for taking the time to read this.

Will and Janette Quinones

EXHIBIT 8

From: Charlee Addler
To: Robert Kuhfuss
Subject: CU22-08
Date: Wednesday, November 16, 2022 7:35:15 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern,

Please know that the residents in this area do NOT want storage units here.

EXHIBIT 8

From: Sheila Barinque
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 12:02:28 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hello,
I live in the area and just heard about the storage facility being proposed in my neighborhood. Why? We have two facilities just like that a mile, maybe 2 miles away. Not to mention, how it's going to destroy the aesthetics of our neighborhood. I'm just a resident wanting to voice my opinion.

Thanks,

Sheila Barinque

From: Darcee
To: Robert Kuhfuss
Subject: Cu22-08 : Concerned resident
Date: Thursday, November 17, 2022 9:46:58 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hello Robert,

It has come to my attention that a storage facility has been proposed for construction on Lake pleasant parkway and the southwest corner of West wing parkway.

I would like to voice my objection to this project. I am a home owner in Cibola Vista community and do not feel this project is in the best interest of my community. I am concerned with the height allowed for construction which will obstruct our view of the beautiful surroundings. Additionally, I feel it will not assist in maintaining the luxury feel we have thus far created in our community. My desire, and feel my neighbors desire the same thing, is to increase the value on my custom home. A storage facility will not doing that. It will totally changes the high end, luxury feeling, buildings, and homes surrounding our community.

Please let me know if there is anything else I can do to prevent this from moving forward.

Thank you,
Darcee Bowen

--
Thanks,

Darcee Bowen

From: Kim Corey
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 3:13:12 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hello Robert,

My name is Kim Corey, I live at [redacted]. I have been a Peoria resident since the early 90's. I briefly moved into the city of Glendale but returned back into the Peoria city limits due to the overgrowth of commercial property that the city of Glendale was allowing in their residential areas. I have lived on [redacted] since 2011 and I love it here. I have watched the neighborhood and surrounding areas develop nicely. Up until now the new commercial properties that have been approved I feel have been done so keeping the residential areas residential. The proposal for the Cibola Vista Self Storage is TOO CLOSE AND TOO BIG to be placed on that sliver of land. My home is directly over that wall and a storage facility that is 3 stories high would greatly impact my property value and my love for my home. From my backyard I have a nice view of the mountain that stands in West Wing. That view would be completely covered with a 3 story building.

There are two other storage units that are close by so I do not feel that there is a need for this and if the city feels that there is indeed a need for a 3rd self storage facility it should be placed away from residential areas. Please ask yourself how you would feel if this was built over your wall? Please try to relate to the residents that are voicing concern. A self storage facility of this size is cheapening North Peoria and making it resemble downtown Glendale. (Not a place I would want to live and raise a family). North Peoria is growing to be a sought after place to live just like North Scottsdale. If you take a drive through North Scottsdale you will see that they have left quite a bit of undeveloped land next to their residential areas; that is part of the draw that makes it a sought after place to live.

Please keep in mind that the homes in this area are worth 800K to over 1M. This is not a low income area; at least not yet.

I am asking that you PLEASE deny the proposal for such an eye sore and help keep our North Peoria what it is; a beautiful sought after residential area where people are moving to escape the crazy hustle and bustle of the busy city.

Respectfully,

Kim Corey
[redacted]

EXHIBIT 8

From: Jennifer Corso
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 3:36:11 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Robert-

I hope you are having a nice Thursday. I am a homeowner in the Cibola Vista neighborhood and am concerned about the conditional use permit for the establishment of a storage facility across from the entrance to our neighborhood.

The proposed facility is three stories, which would be an eyesore near the resort and for the neighborhood directly to the west of the facility. It would seem to vastly stick out among the single family residences and also drive commercial traffic to an otherwise family-oriented area. There may be line of sight issues and congestion as well.

I'm addition it seems there are quite a number of storage facilities in the area already - this lot is not zoned for an additional unit and would be best served as something else that is more appropriate for this residential area. Most people here love this area because it is quiet, beautiful and family oriented.

Thank you for taking the time to listen, and for your consideration.

Sincerely,

Jennifer Corso

[redacted]

EXHIBIT 8

From: chris damato
To: Robert Kuhfuss
Subject: CU22-08
Date: Wednesday, November 16, 2022 6:29:52 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hi,
I would like to voice my opposition to the proposed 3 story storage unit at the West Side of Lake Pleasant Rd across from Cibola Vista. I feel it would be an eyesore to this beautiful area

EXHIBIT 8

From: Christin Day
To: Robert Kuhfuss
Subject: No Storage Units
Date: Thursday, November 17, 2022 6:52:25 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Please keep storage units out of our wonderful community (85383).
Make us like Scottsdale, not Phoenix!

Thank you
Christin Day

EXHIBIT 8

From: Michael Dudiak
To: Robert Kuhfuss
Subject: Conditional Use Permit CU22-08; Site Plan SP22-34
Date: Thursday, November 17, 2022 8:14:16 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Mr Kuhfuss,

I'm writing to you to oppose conditional use permit CU22-08; site plan SP22-34. We moved to Arizona from out of state in June of 2021 and we settled on North Peoria because it was a quiet and peaceful area, yet had enough modern conveniences to meet my family's needs.

We settled on the WestWing subdivision where my property backs to the open space between WestWing and Cibola Vista. We completed a lot of diligence related to the open field since it had the potential to sway our decision on where to purchase. After researching, we were comfortable enough that the area would remain undeveloped for many years.

The proposed project referenced above, while across Lake Pleasant Parkway, will impede western views from my backyard. The area is mainly residential with no commercial development until you get closer to Happy Valley Road. Even the consideration of adding a 3 story storage facility that will impede many residents' views and disturb a peaceful area seems irresponsible. There is a lot of activity and noise that comes with storage facilities, and draws customers from other cities increasing traffic in the area.

I'm sure I speak for my neighbors when I ask that you do not approve this project to move forward. I understand the zoning of this property, but ask that any development on that land be desirable and add to the area / home values. Would you want a 3-story storage facility in your backyard?

Thank you for your consideration.

- Michael & Cambria Dudiak

From: Lindsay Elbling
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 5:29:23 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Please do not put up another storage unit. They are all over the upper west side and they are tragically tacky and bring down the ambiance of our city.

From: Kari Falkiewicz
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 10:15:58 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good morning,

I am writing regarding the potential 3 story storage facility being contemplated at Lake Pleasant Parkway and Cibola Vista. I am adamantly opposed to this particular structure going in so close to a residential area especially when there is huge amounts of land located further north on Lake Pleasant Parkway. I realize this may be currently zoned commercial, however a 3 story building is unnecessary right there. There is another storage facility located south on Lake Pleasant Parkway close to residential areas and one out by Cold Water Ranch that are only 1 story and much less of an intrusion on surrounding homes.

Peoria is a great place to live and it seems the current council often does not take into consideration the effects of their decisions on its residents. Hopefully there will be a public meeting about this proposed project.

Respectfully,
Kari Falkiewicz

From:	Franz Forman
To:	Robert Kuhfuss
Subject:	Three story self-storage building proposed for Lake Pleasant Parkway
Date:	Wednesday, November 16, 2022 5:58:55 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Robert,

I received an email from our WestWing Mountain HOA with regards to a three story self-storage building with a metal roof proposed to be built across the street from Cibola Vista, right on (and highly visible from) Lake Pleasant Parkway.

I would like to voice my opposition to this project in an email, in the event I am unable to make it to the zoning hearing/planning meeting.

My wife, Emily, and I have been residents of NW Peoria since 2001 and have witnessed the tremendous growth of the Phoenix MSA. We are both self-employed and all for ongoing progress and small business growth in north Peoria (especially after years of losing tax revenue to neighboring Glendale, Surprise, and north Phoenix). However, this growth must be appropriate to the surroundings and a three story storage operation in the midst of hundreds of upscale homes in the NW Corner of Peoria is an eyesore that will certainly deteriorate the feel (and purpose) of this corridor. There is already a storage operation on the west side of LPP (near the Peoria Police Station) that occupies a large footprint. Adding an additional storage complex in a residential area down the same road is a huge mistake that will have a negative impact on our property values and start to make LPP heading north look like Grand Avenue. We should be modeling our building and zoning codes after what is taking place in north Scottsdale. It has been my observation that homeowners and developments there are highly protected from encroaching commercial activity. And, while there is plenty of commercial activity in north Scottsdale, it tends to blend in, be highly stylized to the desert surroundings, and not have as much of an impact on the homes. The result for north Scottsdale residents has been incredible for keeping the "natural" look of the area, maintaining high property values, and have consequently increased the property values for the dedicated commercial pockets of Scottsdale as well.

Commercial activity in NW Peoria should be limited to specific pockets that are distinctly for that purpose (ie... the intersections of LPP and Happy Valley Rd., or the shopping area where WalMart is located at LPP and Deer Valley Rd.). If the developer of the storage operation wishes to open a new location I would recommend that the City of Peoria designate a new area up near the intersection of LPP and Carefree highway to become the next specific commercial use area and set aside hundreds of acres specifically for this purpose. NW Peoria is beautiful and has so much to offer. With the Taiwan Semiconductor campus and surrounding industry moving into the NW Valley shortly we have lots of exciting growth coming, but it must

be done purposefully. Let's keep north Peoria beautiful and designate specific areas for this type of activity. No one is saying we shouldn't allow storage units, but let's have more pride for the aesthetics of our city than to just put them wherever a vacant lot is, especially surrounded by beautiful homes and scenery.

Thank you,
Franz and Emily Forman

From: David Garcia
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 1:27:24 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern:

In regards to the proposed storage unit to be located on the West side of Lake Pleasant Parkway across from Cibola Vista, My neighbors and I have concerns. We do not want to have a large building blocking our gorgeous views. We worry about the increased traffic and potential for environmental impacts this building may cause. We also deny the need for another facility in close proximity to the one at Happy Valley and 115th. This proposed facility is neither desired nor needed. We would appreciate the opportunity to oppose this building request and thank you for your consideration.

From: Lindsey Garcia
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 1:24:25 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern:

In regards to the proposed storage unit to be located on the West side of Lake Pleasant Parkway across from Cibola Vista, My neighbors and I have concerns. We do not want to have a large building blocking our gorgeous views. We worry about the increased traffic and potential for environmental impacts this building may cause. We also deny the need for another facility in close proximity to the one at Happy Valley and 115th. This proposed facility is neither desired nor needed. We would appreciate the opportunity to oppose this building request and thank you for your consideration.

From:	Ray Hastings
To:	Robert Kuhfuss
Cc:	InetPlanning
Subject:	public storage units
Date:	Thursday, November 17, 2022 4:07:44 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

I would like to protest the proposed 3 story public storage units on the west side of Lake Pleasant Pkwy across from Cibola Visa Resort. They don't fit within the design and aesthetics of our community. They will also be an eye sore and bring our property values down. They are not needed in this area. Move them somewhere else.

Sincerely,

Ray Hastings

From: Jodi Howe
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 7:00:26 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Robert Kuhfuss,
Thank you for taking the time to read my email. I am a resident of [redacted] neighborhood and am opposed to the idea of a three story storage facility on lot CU22-08. We have plenty of storage units already within a reasonable radius of our home. I also believe that the building will be unsightly in this area. It backs right into Pleasant Valley neighborhood (poor homeowners) and across from Cibola Vista Resort. It would be an unsightly addition to the neighborhood. Other commercial retail spaces would enhance the area, but a storage facility will not.

Sincerely,
Jodi Howe

From: Kent Howe
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 11:54:22 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Robert Kuhfuss,

Thank you for taking the time to read my email. I am a resident of [redacted] neighborhood and am opposed to the idea of a three story storage facility on lot CU22-08. We have plenty of storage units already within a reasonable radius of our home. I also believe that the building will be unsightly in this area; it would back into the Pleasant Valley neighborhood and across from Cibola Vista Resort. Other commercial retail spaces would enhance the area, but a storage facility will not. Storage facilities are also highly influenced by market pressures, which results in low fill rates, leaving the opportunity for financial gaps which could potentially bring debt issues to the area. I kindly ask that you help voice the community's desires to not have a storage facility in the area.

Sincerely,

Kent Howe

From: Krystal Kay
To: Robert Kuhfuss
Subject: West wing storage unit
Date: Thursday, November 17, 2022 1:44:47 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern:

In regards to the proposed storage unit to be located on the West side of Lake Pleasant Parkway across from Cibola Vista, My neighbors and I have concerns. We do not want to have a large building blocking our gorgeous views. We worry about the increased traffic and potential for environmental impacts this building may cause. We also deny the need for another facility in close proximity to the one at Happy Valley and 115th. This proposed facility is neither desired nor needed. We would appreciate the opportunity to oppose this building request and thank you for your consideration.

From: Kim Obrzut Native American Bronze
To: Robert Kuhfuss
Subject: Storage unit west wing?
Date: Thursday, November 17, 2022 1:43:47 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern:

In regards to the proposed storage unit to be located on the West side of Lake Pleasant Parkway across from Cibola Vista, My neighbors and I have concerns. We do not want to have a large building blocking our gorgeous views. We worry about the increased traffic and potential for environmental impacts this building may cause. We also deny the need for another facility in close proximity to the one at Happy Valley and 115th. This proposed facility is neither desired nor needed. We would appreciate the opportunity to oppose this building request and thank you for your consideration.

--

Kim Seyesnem Obrzut
Krystal Obrzut
[redacted]

From: Jennifer Presmyk
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 8:23:43 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern:
In regards to the proposed storage unit to be located on the West side of Lake Pleasant Parkway across from Cibola Vista, My neighbors and I have concerns. We do not want to have a large building blocking our gorgeous views. We worry about the increased traffic and potential for environmental impacts this building may cause. We also deny the need for another facility in close proximity to the one at Happy Valley and 115th. This proposed facility is neither desired nor needed. We would appreciate the opportunity to oppose this building request and thank you for your consideration.

Jennifer Presmyk
Peoria Resident and property owner
[redacted]

EXHIBIT 8

From: Jacob Katherine
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 11:38:34 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Mr. Kuhfuss,

I am writing with great concern of the proposed storage facility outside of the Pleasant Valley neighborhood. This would dramatically decrease the value of the homes that not only back up to the monstrosity, but the entire surrounding area. There are many other places a site like that could benefit, this spot is not it. This neighborhood has already seen such an increase in traffic with hospital and exponential growth of businesses and homes.

Please listen to the people who live here and do not allow this development.

Sincerely,

Katherine and Jake Sanford
Pleasant Valley Residents

From: Jenna Skaugrud
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 1:56:15 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

This email is in regard to the proposed storage unit planned for Lake Pleasant Pkwy just south of West Wing Parkway.

Why put a 3 story structure in an already established residential area? Such an eye sore! Put this way out near lake pleasant pkwy and 74 where a gas station is under construction. Make this more commercial and keep the proposed site untouched.

Let's try to build up Peoria with high quality restaurants/shops and stop the nail salon and car wash eye-sore structures! Plan with a long term vision of beauty to rival that of Scottsdale and Paradise Valley.

Ask yourself if you would be happy as one of the residents who will have this structure be in their side yard???

Jenna

From: Josh Spradling
To: Robert Kuhfuss
Subject: Cibola Vista Storage
Date: Wednesday, November 16, 2022 2:30:36 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Robert,
I'm emailing to let you know I'm **against** the storage facility being built at that location.

Thanks,

Josh Spradling
CREATIVE DIRECTOR | DESIGNER
[redacted]

From: Nate Sykes
To: Robert Kuhfuss
Subject: CU22-08
Date: Wednesday, November 16, 2022 6:35:32 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Robert-

As a resident of Peoria, I am concerned to hear that an unsightly, 3-story storage facility is proposed to be built amongst the neighborhoods and beautiful mountain landscape.

We have plenty of storage facilities nearby that don't obstruct the views of the beautiful surroundings. There is a facility on Lake Pleasant Rd just South of Happy Valley and another close to the 303 and Happy Valley.

I believe this proposed project would be an eyesore and take away from the neighborly, serene community we enjoy up this way.

Please don't allow this project to move forward or propose other areas, perhaps near the 303 that have more wide open space and won't impede the mountain views.

Thank you,

Nathan Sykes
[redacted]

EXHIBIT 8

From: Juliet A White
To: Robert Kuhfuss
Subject: Proposed 2 story storage structure west of lake pleasant pkwy and cibola vista
Date: Wednesday, November 16, 2022 11:11:59 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hello,

This proposed structure does not fit within the design and aesthetics of our residential community. It will be an eyesore and bring my property value down. Can we please schedule a neighborhood meeting? Many on nextdoor.com are very upset about this structure being built there.

Thank you.

Juliet White-Pekaar
[redacted]
West Wing/ Rock Springs Resident

EXHIBIT 8

From: Juliet A White
To: InetPlanning
Subject: Proposed 2 story storage unit west of lake pleasant and cibola vista
Date: Wednesday, November 16, 2022 11:04:58 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hello,

This proposed structure does not fit within the design and aesthetics of our residential community. It will be an eyesore and bring my property value down. Can we please schedule a neighborhood meeting? Many on [redacted] are very upset about this structure being built there.

Thank you.

Juliet White-Pekaar
[redacted]
West Wing/ Rock Springs Resident

Sent from my iPhone

EXHIBIT 8

From: Kevin Woods
To: InetPlanning; Robert Kuhfuss
Subject: Conditional Use Permit CU22-08
Date: Tuesday, November 15, 2022 1:59:17 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Peoria Planning Group,

I received your project information flyer for the Cibola Vista Self Storage Project that's planned for the west side of Lake Pleasant Parkway. As a long time resident in the Pleasant Valley community I am very concerned with the installation of a three-story self storage facility at this location.

The planned location backs up to Pleasant Valley Estates and would visible above the east community wall, sticking out like an albatross. It would not fit in with the aesthetics of our northern Peoria residential community and would definitely bring down property values.

I understand that new development and growth are crucial as our city expands, and also that facilities like the one proposed could help financially, but I would think the location for it to be better suited near apartments or convenience stores, not upper end single family homes. Hopefully there are alternate locations under consideration.

I look forward to hearing more about your next steps in this planning process.

Thank you,

Kevin Woods
[redacted]

EXHIBIT 8

From: Danique Wyckoff
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 17, 2022 8:32:32 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hi Robert,

I am a member of the Cibola Vista Community and would like to express my concern about approving zoning for a massive storage unit right in the middle of our beautiful community. There is no need for one, it will ruin the look and aesthetic appeal of our neighborhoods and likely increase crime in the area.

Please consider denying the zoning for this storage unit.

Many thanks,
Danique Wyckoff

Sent from my iPhone

From: Nate Cottrell
To: Robert Kuhfuss
Cc: [redacted]
Subject: Re: CU22-08 Cibola Vista Self Storage
Date: Thursday, November 17, 2022 6:58:40 PM
Attachments: image001.jpg

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Thank you Robert,
I appreciate the response and look forward to participating in the meetings
Please keep my name and email on the list of interested parties so I can be sure to be notified of the neighborhood meeting and eventual P&Z meeting

Nate Cottrell

[redacted]

On Thu, Nov 17, 2022 at 6:34 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

> Hello all,
>
> My name is Rob Kuhfuss and I am the planner assigned to the above-referenced case We want you to know that your comments have been noted Your emails have been redacted and will be forwarded to the Planning and Zoning Commission when the case progresses to public hearing You will also have the opportunity to speak at the Commission Hearing if you choose
>
> In the meantime, as a direct result of the opposition received, the requirement for a neighborhood outreach meeting has been triggered That meeting has not been scheduled however, it cannot occur until after the first review is completed The outreach meeting is the applicant's responsibility to coordinate When the meeting has been scheduled, they will post the site and send out notices per the requirements as stated in the Peoria Municipal Code I will also notify everyone on this list when I learn the specific details regarding the outreach meeting
>
> Sometime after the outreach meeting, the applicant will make their revisions and resubmit to the city for review and additional comment At some point, the Conditional Use Permit will be scheduled for public hearing, with separate notification being sent regarding that hearing As yet, no hearing dates have been set
>
> Some of you have asked to see documents relating to this case You may do so by filing a Public Records Request online through the City Clerk's Office at Public Records Request | City of Peoria (peoriaaz.gov)
>
> Finally, all of the correspondence received has been redacted for privacy and provided to the applicant, Peter Yachimski, via separate email The applicant is also copied on this email
>
> Please feel free to contact me directly if you have additional questions
>
> Respectfully,
>
> **Robert H. Kuhfuss, AICP, MPA**
>
> Senior Planner
>
> City of Peoria Planning and Community Development
>
> 9875 North 85th Avenue
>
> Peoria, AZ 85345
>
> T: 623-773-7643
>
> www.peoriaaz.gov
>
> Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY

EXHIBIT 8


General

Robert Kuhfuss

From: Damon Daricek [redacted]
Sent: Monday, November 21, 2022 10:20 AM
To: Robert Kuhfuss
Subject: Cibola Vista Self Storage

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Good Morning Mr. Kuhfuss,

Would you please add me to the email list of homeowners who would like to keep track of this proposed self storage facility(SP22-34)? Just a heads up that your name has been sent around our community as a contact for information regarding this particular project. If you are not the proper contact for this information please advise me of who I may correspond with. Thank you and have a great day.

Respectfully,
Damon Daricek

EXHIBIT 8

Robert Kuhfuss

From: Sherri Dastrup [redacted]
Sent: Saturday, November 19, 2022 2:58 PM
To: Robert Kuhfuss
Subject: Cibola Vista Self Storage

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Robert we would like to let you know we are opposed to the new Cibola Vista Self Storage going in near Lake Pleasant and north of Jomax road. Please include us as a NO vote for this facility as we feel it will be an eye sore and not needed for this community.

Thank you,
Sherri and Jeff Dastrup
Peoria AZ

EXHIBIT 8

Robert Kuhfuss

From: [redacted]
Sent: Friday, November 18, 2022 7:19 PM
To: Robert Kuhfuss
Subject: RE: CU22-08 Cibola Vista Self Storage

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Thank you Rob, for letting us know that our emails have reached you and we are being heard. It is appreciated.

I am a resident of Cibola Vista and very much interested in this project and truly believe it is not the right place for a 3 story storage building. I am glad to hear there is a meeting to be scheduled and would appreciate it if the meeting could be accessed online as I am currently out of the area for the holidays.

Sincerely
Elaine Faul

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, November 17, 2022 6:34 PM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Cc: pmy@vps-llc.com
Subject: CU22-08 Cibola Vista Self Storage

Hello all,

My name is Rob Kuhfuss and I am the planner assigned to the above-referenced case. We want you to know that your comments have been noted. Your emails have been redacted and will be forwarded to the Planning and Zoning Commission when the case progresses to public hearing. You will also have the opportunity to speak at the Commission Hearing if you choose.

In the meantime, as a direct result of the opposition received, the requirement for a neighborhood outreach meeting has been triggered. That meeting has not been scheduled; however, it cannot occur until after the first review is completed. The outreach meeting is the applicant's responsibility to coordinate. When the meeting has been scheduled, they will post the site and send out notices per the requirements as stated in the Peoria Municipal Code. I will also notify everyone on this list when I learn the specific details regarding the outreach meeting.

Sometime after the outreach meeting, the applicant will make their revisions and resubmit to the city for review and additional comment. At some point, the Conditional Use Permit will be scheduled for public hearing, with separate notification being sent regarding that hearing. As yet, no hearing dates have been set.

Some of you have asked to see documents relating to this case. You may do so by filing a Public Records Request online through the City Clerk's Office at Public Records Request | City of Peoria (peoriaaz.gov).

EXHIBIT 8

Finally, all of the correspondence received has been redacted for privacy and provided to the applicant, Peter Yachimski, via separate email. The applicant is also copied on this email.

Please feel free to contact me directly if you have additional questions.

Respectfully,

Robert H. Kuhfuss, AICP, MPA
Senior Planner
City of Peoria Planning and Community Development
9875 North 85th Avenue
Peoria, AZ 85345
T: 623-773-7643
www.peoriaaz.gov
Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY



EXHIBIT 8

Robert Kuhfuss

From: Cherlyn Faulds [redacted]
Sent: Friday, November 18, 2022 2:11 PM
To: Robert Kuhfuss
Subject: CU22-08 Storage at Lake Pleasant and Ciboa

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

To whom it may Concern :
Please find a more appropriate spot for the 3 story storage building that you want to put in the Westwing area. All of these neighborhoods were here first and should not have this industrial business in our neighborhood. It is unsightly, will ruin views, as well as bring rats to the area. This is a very inappropriate business to bring to our neighborhood and there are many more appropriate places to put this else where.
Thank you,
Cherlyn Faulds of Pradera Westwing.

EXHIBIT 8

Robert Kuhfuss

From: allison fitzpatrick [redacted]
Sent: Thursday, November 17, 2022 8:19 PM
To: Robert Kuhfuss
Subject: CU22-08

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Good Evening,

I am against the proposed storage unit to be located on the West side of Lake Pleasant Parkway across from Cibola Vista. I have concerns about the negative effect this will have on our north Peoria community. We do not want to have a large building, that is just another storage unit, that does not fit the current aesthetic of the area. Currently this area mirrors the likes of north Scottsdale with the thoughtful architecture, business selection and natural landscaping.

The land that is just north of this area, just north of lake pleasant parkway/west wing parkway has been zoned for residential houses, including the Peoria lakes area. A three story storage unit does not fit in to the other plans and zoning in this area.

This proposed facility is neither desired nor needed. We would appreciate the opportunity to oppose this building request and thank you for your consideration.

Best,
Allison

EXHIBIT 8

Robert Kuhfuss

From: Jason Fitzpatrick [redacted]
Sent: Thursday, November 17, 2022 8:11 PM
To: Robert Kuhfuss
Subject: CU22-08

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Feel Free to adapt to your own concerns as appropriate.

To whom it may concern:
In regards to the proposed storage unit to be located on the West side of Lake Pleasant Parkway across from Cibola Vista, My neighbors and I have concerns. We do not want to have a large building blocking our gorgeous views. We worry about the increased traffic and potential for environmental impacts this building may cause. We also deny the need for another facility in close proximity to the one at Happy Valley and 115th. This proposed facility is neither desired nor needed. We would appreciate the opportunity to oppose this building request and thank you for your consideration.

Sent from my iPhone

EXHIBIT 8

Robert Kuhfuss

From: Sharon Foxx [redacted]
Sent: Friday, November 18, 2022 7:50 PM
To: Robert Kuhfuss
Subject: Storage unit lake pleasant

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

To whom it may concern,

I have been a resident of the Cibola Vista area for 14 years now and I absolutely love my area. I am addressing the proposal of a storage unit being built at the corner of lake pleasant parkway and civilian vista drive.

I am very concerned about the lowering of my property value as storage units can be an eyesore to a potential buyer. We have beautiful sunset views in that direction and to destroy that would be a shame. I am also very concerned for the potential increase in crime as I have seen this in other areas.

Our community is a beautiful and serene area and I do not want to see it destroyed. This simply does not fit our community.

Please reconsider other areas that are not right within a housing neighborhood.

Thank you for your consideration in this matter.

Sincerely,
Sharon Foxx

Sharon

EXHIBIT 8

Robert Kuhfuss

From: Ryan Hernandez [redacted]
Sent: Friday, November 18, 2022 7:22 AM
To: Robert Kuhfuss
Subject: RE: Cibola Vista Self Storage

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

To whom it may concern:
In regards to the proposed storage unit to be located on the West side of Lake Pleasant Parkway across from Cibola Vista, My neighbors and I have concerns. We do not want to have a large building blocking our gorgeous views. We worry about the increased traffic and potential for environmental impacts this building may cause. We also deny the need for another facility in close proximity to the one at Happy Valley and 115th. This proposed facility is neither desired nor needed. We would appreciate the opportunity to oppose this building request and thank you for your consideration.

Thank you,
Ryan Hernandez

EXHIBIT 8

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Monday, November 21, 2022 11:41 AM
To: [redacted]
Subject: RE: CU22-08 Cibola Vista Self Storage

Elaine,

Thank you for your email. The details of the outreach meeting have not been set; however, I suspect that it will not be until after the 1st of the year. [redacted]

Also, the case has not been scheduled for Planning and Zoning Commission but those meetings are in-person only. You can watch live via live streaming, but you cannot participate in the public hearing virtually.

Thanks again.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
City of Peoria Planning and Community Development
9875 North 85th Avenue
Peoria, AZ 85345
T: 623-773-7643
www.peoriaaz.gov
Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY



From: [redacted]
Sent: Friday, November 18, 2022 7:19 PM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Subject: RE: CU22-08 Cibola Vista Self Storage

⚠⚠This email arrived from an external source. Please exercise caution when opening

EXHIBIT 8

attachments or clicking on links.⚠⚠

Thank you Rob, for letting us know that our emails have reached you and we are being heard. It is appreciated.

I am a resident of Cibola Vista and very much interested in this project and truly believe it is not the right place for a 3 story storage building. I am glad to hear there is a meeting to be scheduled and would appreciate it if the meeting could be accessed online [redacted].

Sincerely
Elaine Faul

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, November 17, 2022 6:34 PM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Cc: pmy@vps-llc.com
Subject: CU22-08 Cibola Vista Self Storage

Hello all,

My name is Rob Kuhfuss and I am the planner assigned to the above-referenced case. We want you to know that your comments have been noted. Your emails have been redacted and will be forwarded to the Planning and Zoning Commission when the case progresses to public hearing. You will also have the opportunity to speak at the Commission Hearing if you choose.

In the meantime, as a direct result of the opposition received, the requirement for a neighborhood outreach meeting has been triggered. That meeting has not been scheduled; however, it cannot occur until after the first review is completed. The outreach meeting is the applicant's responsibility to coordinate. When the meeting has been scheduled, they will post the site and send out notices per the requirements as stated in the Peoria Municipal Code. I will also notify everyone on this list when I learn the specific details regarding the outreach meeting.

Sometime after the outreach meeting, the applicant will make their revisions and resubmit to the city for review and additional comment. At some point, the Conditional Use Permit will be scheduled for public hearing, with separate notification being sent regarding that hearing. As yet, no hearing dates have been set.

Some of you have asked to see documents relating to this case. You may do so by filing a Public Records Request online through the City Clerk's Office at Public Records Request | City of Peoria (peoriaaz.gov).

Finally, all of the correspondence received has been redacted for privacy and provided to the applicant, Peter Yachimski, via separate email. The applicant is also copied on this email.

Please feel free to contact me directly if you have additional questions.

Respectfully,

Robert H. Kuhfuss, AICP, MPA
Senior Planner
City of Peoria Planning and Community Development

EXHIBIT 8

9875 North 85th Avenue
Peoria, AZ 85345
T: 623-773-7643
www.peoriaaz.gov
Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY



EXHIBIT 8

Robert Kuhfuss

From: Renee Leonard [redacted]
Sent: Sunday, November 20, 2022 12:04 PM
To: Robert Kuhfuss
Subject: No storage garage on Lk pleasant!!!

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Thank you!
Cheryl R Leonard

EXHIBIT 8

Robert Kuhfuss

From: Karen Moran [redacted]
Sent: Thursday, November 17, 2022 9:03 PM
To: Robert Kuhfuss
Subject: 3-story storage units

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I speak for many of us in far north Peoria; we moved here for the smaller neighborhoods that didn't have the traffic of Phoenix; the views, and being away from big businesses. Putting in an out of place building that blocks residents views; brings in traffic to neighborhoods that wouldn't have that, does not fit in with why we moved here. Let's keep urban sprawl away from our neighborhoods. Preserve what we cherish and why we moved out here. Not to mention there is already a huge storage area by the 303 off of Happy Valley.
This does not fit in, and not needed.

Sent from my iPhone

EXHIBIT 8

Robert Kuhfuss

From: Don S [redacted]
Sent: Wednesday, November 23, 2022 4:33 PM
To: Robert Kuhfuss
Subject: Disapproval of CU22-08

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Dear Mr Kuhfuss,

I am writing to express my disapproval of CU22-08. A storage facility, no matter how tall, would NOT be a good addition to the aesthetics of the proposed area.

It would be nice if Peoria did things differently than the surrounding cities and NOT try and fill every empty piece of land. The areas that are vacant and dessert looking, is what gives our area it's unique look.

Please do not build anything on that piece of land.

Thank you,
Donald R & Sharon R Smallman
[redacted]

EXHIBIT 8

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Monday, November 21, 2022 11:30 AM
To: Richard Starr
Subject: RE: 2 self storage projects on LPP

Richard,

Thank you for your email.

CU22-07 Abernathy is on hold until the applicant decides whether or not to proceed forward.

CU22-08 Cibola Vista is currently in first review. Once 1st review is completed, the applicant will schedule an outreach meeting. The details of that meeting have not been set.

Neither case has been scheduled for P&Z.

I will include you on any notifications regarding these two cases.

Thanks again.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
City of Peoria Planning and Community Development
9875 North 85th Avenue
Peoria, AZ 85345
T: 623-773-7643
www.peoriaaz.gov
Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY



From: Richard Starr [redacted]
Sent: Friday, November 18, 2022 10:21 AM

EXHIBIT 8

To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Subject: 2 self storage projects on LPP

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Hello Robert,

I found these two storage projects on City's Planning and Zoning mapping tool. Have these projects been scheduled for Planning & Zoning yet? Thank you.

CU22-07 "Abernathy Self-Storage Facility" at Lake Pleasant Pkwy & Pinnacle Peak.

CU22-08 "Cibola Vista Mini-Storage Facility" at Lake Pleasant Pkwy & Cibola Vista.

Richard "R.T." Starr

[redacted]

EXHIBIT 8

Robert Kuhfuss

From: Richard Starr [redacted]
Sent: Friday, November 18, 2022 10:21 AM
To: Robert Kuhfuss
Subject: 2 self storage projects on LPP

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Hello Robert,

I found these two storage projects on City's Planning and Zoning mapping tool. Have these projects been scheduled for Planning & Zoning yet? Thank you.

CU22-07 "Abernathy Self-Storage Facility" at Lake Pleasant Pkwy & Pinnacle Peak.

CU22-08 "Cibola Vista Mini-Storage Facility" at Lake Pleasant Pkwy & Cibola Vista.

Richard "R.T." Starr

[redacted]

EXHIBIT 8

Robert Kuhfuss

From: [redacted]
Sent: Sunday, November 20, 2022 2:53 PM
To: Robert Kuhfuss
Cc: pmy@vps-llc.com; [redacted]
Subject: CU22-08 Cibola Vista Self Storage

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

--To Whom it may concern,
Our names are David Thomas and Carrie Jayo Thomas. We live at [redacted], Peoria Az. 85383. We have been a Peoria Resident since the early 80's and watched neighborhoods be destroyed by people not caring for their neighborhoods, rentals and overgrowth of commercial properties, many becoming vacate. We moved to into our dream home on Gambit in North Peoria, into a gated community in 2008. And absolutely love it, because of the care and concerns of all this North Peoria area.
The proposal or the **Cibola Vista Self Storage CU22-08** is **TOO CLOSE AND TOO BIG** to be placed on the little portion of land. This **3 story bldg**. which will be LIGHTED ALL NIGHT, is **2 doors down**, on other side of fence. **Our HOME AND ALL THE SURROUNDING RESIDENCES and Cibola Vista Resort Resort will be greatly impacted and affected by bringing our PROPERTY VALUE DOWN , taking our view away of West Wing Mountain(which is ONE of the reason we moved here) IT WILL SHINE INTO OUR HOMES ALL NIGHT, disturbing many, and bring lots of noice and traffic!!!** And these storage places attract rats, traffic , environmental impacts and many other issues!!
There are several other storage units very close by within a mile or 2, so there really isn't a need another storage facility in a residential area that **CHEAPENS** our neighborhood, and Cibola Vista Resort and surrounding areas. Please ask yourself's how you would feel if this **STORAGE** was 2doors down over your wall to look at!! Please keep in mind that the homes in this area are worth **$700K** and over **$1million**, this is **not** a low income area and placing this storage unit will be a **very cheap eyesore.**
We are asking that you **PLEASE DENY the proposal** for such an eyesore and help keep our NORTH PEORIA neighborhoods what it is, a beautiful sought after residential area(like Scottsdale) where people are moving to escape the craziness of the busy city.
Sincerely and respectfully,
David Thomas and Carrie Jayo Thomas
[redacted]

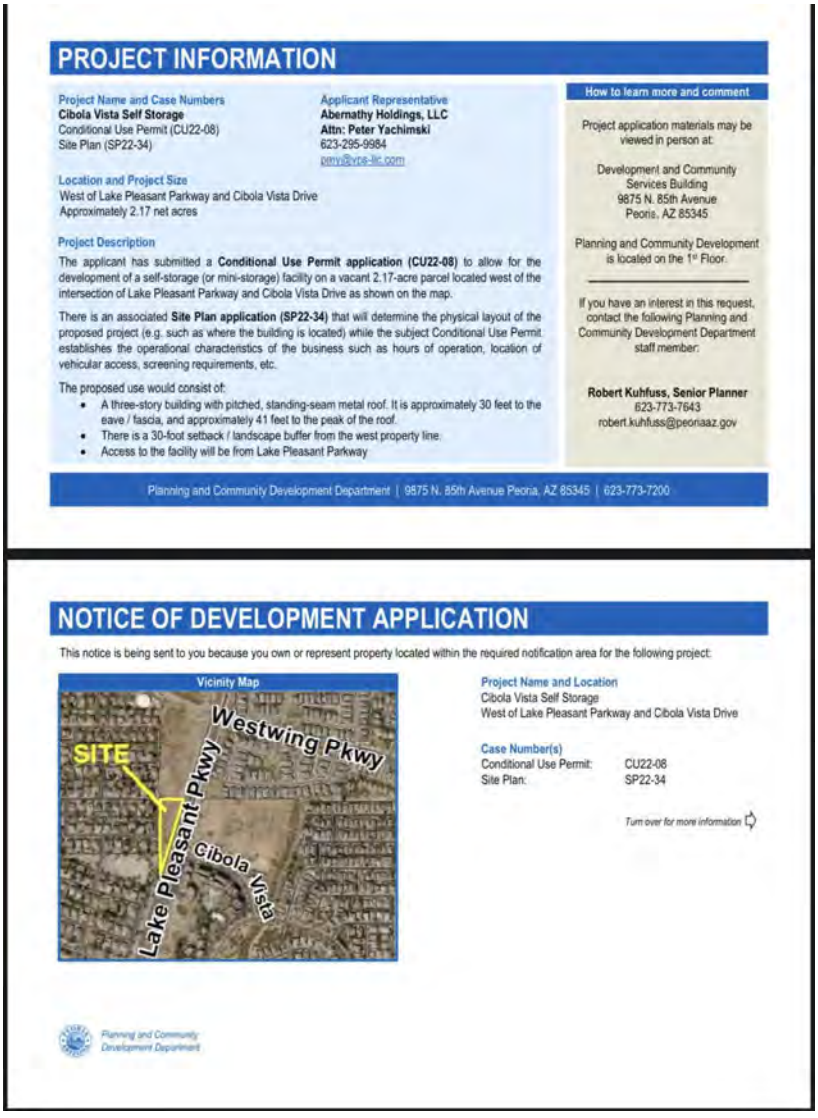
EXHIBIT 8

Robert Kuhfuss

From: Rob Torbett [redacted]
Sent: Sunday, November 20, 2022 9:24 AM
To: InetPlanning; Robert Kuhfuss
Subject: Concern about proposed storage facility

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Hi. my name is Rob Torbett. I live in Pleasant Valley Peoria, AZ. I am concerned about the 3 story storage facility proposed for the small sliver of land west of lake pleasant across from Cibola Vista Resort. We live in a high end gated community with some of the highest property values in the northwest, across from a very nice resort complex. This type of development does not fit the design and aesthetics of a community like our or the area in which we reside. There are so many other areas where this could be developed that would be better suited.



PROJECT INFORMATION

Project Name and Case Numbers
Cibola Vista Self Storage
Conditional Use Permit (CU22-08)
Site Plan (SP22-34)

Applicant Representative
Abernathy Holdings, LLC
Attn: Peter Yachimski
623-295-9984
pete@vre-llc.com

Location and Project Size
West of Lake Pleasant Parkway and Cibola Vista Drive
Approximately 2.17 net acres

Project Description
The applicant has submitted a **Conditional Use Permit application (CU22-08)** to allow for the development of a self-storage (or mini-storage) facility on a vacant 2.17-acre parcel located west of the intersection of Lake Pleasant Parkway and Cibola Vista Drive as shown on the map.

There is an associated **Site Plan application (SP22-34)** that will determine the physical layout of the proposed project (e.g. such as where the building is located) while the subject Conditional Use Permit establishes the operational characteristics of the business such as hours of operation, location of vehicular access, screening requirements, etc.

The proposed use would consist of:
- A three-story building with pitched, standing-seam metal roof. It is approximately 30 feet to the eave / fascia, and approximately 41 feet to the peak of the roof.
- There is a 30-foot setback / landscape buffer from the west property line.
- Access to the facility will be from Lake Pleasant Parkway

How to learn more and comment

Project application materials may be viewed in person at:

Development and Community Services Building
9875 N. 85th Avenue
Peoria, AZ 85345

Planning and Community Development is located on the 1st Floor.

If you have an interest in this request, contact the following Planning and Community Development Department staff member:

Robert Kuhfuss, Senior Planner
623-773-7643
robert.kuhfuss@peoriaaz.gov

Planning and Community Development Department | 9875 N. 85th Avenue Peoria, AZ 85345 | 623-773-7200

NOTICE OF DEVELOPMENT APPLICATION

This notice is being sent to you because you own or represent property located within the required notification area for the following project:

Vicinity Map

Project Name and Location
Cibola Vista Self Storage
West of Lake Pleasant Parkway and Cibola Vista Drive

Case Number(s)
Conditional Use Permit: CU22-08
Site Plan: SP22-34

Turn over for more information

Planning and Community Development Department

EXHIBIT 8

thanks.../rct

Rob Torbett, CPA

[redacted] Peoria, AZ 85383

EXHIBIT 8

Robert Kuhfuss

From: Tina Trippe [redacted]
Sent: Saturday, November 19, 2022 1:53 PM
To: Robert Kuhfuss
Subject: RE: Cibola Vista Self Storage project

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Robert,

We live in the Cibola Vista neighborhood on Buckhorn Trail.

Please add myself & my husband to the list of concerned neighbors to be notified of any public meetings in regard to the Cibola Vista Storage proposed development.

Thank you,
Tina Trippe
[redacted]

Bryan Trippe
[redacted]

EXHIBIT 8

Robert Kuhfuss

From: [redacted]
Sent: Tuesday, November 22, 2022 7:32 PM
To: Robert Kuhfuss
Subject: RE: CU22-08 Cibola Vista Self Storage

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Robert,
[redacted]

Thank you for the information provided. I will try to be at the outreach meeting if it is after the 1st of the year. Will we also be notified when the Planning & Zoning meetings are? If they are earlier I would like to know and watch via live streaming.

Thank you
Elaine Faul

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Monday, November 21, 2022 11:41 AM
To: [redacted]
Subject: RE: CU22-08 Cibola Vista Self Storage

Elaine,

Thank you for your email. The details of the outreach meeting have not been set; however, I suspect that it will not be until after the 1st of the year. If that is the case, will you be available to attend an in-person outreach meeting?

Also, the case has not been scheduled for Planning and Zoning Commission but those meetings are in-person only. You can watch live via live streaming, but you cannot participate in the public hearing virtually.

Thanks again.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
City of Peoria Planning and Community Development
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Peoria, AZ 85345
T: 623-773-7643
www.peoriaaz.gov
Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY

EXHIBIT 8



From: [redacted]
Sent: Friday, November 18, 2022 7:19 PM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Subject: RE: CU22-08 Cibola Vista Self Storage

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Thank you Rob, for letting us know that our emails have reached you and we are being heard. It is appreciated.

I am a resident of Cibola Vista and very much interested in this project and truly believe it is not the right place for a 3 story storage building. I am glad to hear there is a meeting to be scheduled and would appreciate it if the meeting could be accessed online as I am currently out of the area for the holidays.

Sincerely
Elaine Faul

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, November 17, 2022 6:34 PM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Cc: pmy@vps-llc.com
Subject: CU22-08 Cibola Vista Self Storage

Hello all,

My name is Rob Kuhfuss and I am the planner assigned to the above-referenced case. We want you to know that your comments have been noted. Your emails have been redacted and will be forwarded to the Planning and Zoning Commission when the case progresses to public hearing. You will also have the opportunity to speak at the Commission Hearing if you choose.

In the meantime, as a direct result of the opposition received, the requirement for a neighborhood outreach meeting has been triggered. That meeting has not been scheduled; however, it cannot occur until after the first review is completed. The outreach meeting is the applicant's responsibility to coordinate. When the meeting has been scheduled, they will post the site and send out notices per the requirements as stated in the Peoria

EXHIBIT 8

Municipal Code. I will also notify everyone on this list when I learn the specific details regarding the outreach meeting.

Sometime after the outreach meeting, the applicant will make their revisions and resubmit to the city for review and additional comment. At some point, the Conditional Use Permit will be scheduled for public hearing, with separate notification being sent regarding that hearing. As yet, no hearing dates have been set.

Some of you have asked to see documents relating to this case. You may do so by filing a Public Records Request online through the City Clerk's Office at Public Records Request | City of Peoria (peoriaaz.gov).

Finally, all of the correspondence received has been redacted for privacy and provided to the applicant, Peter Yachimski, via separate email. The applicant is also copied on this email.

Please feel free to contact me directly if you have additional questions.

Respectfully,

Robert H. Kuhfuss, AICP, MPA
Senior Planner
City of Peoria Planning and Community Development
9875 North 85th Avenue
Peoria, AZ 85345
T: 623-773-7643
www.peoriaaz.gov
Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY



EXHIBIT 8

From: Olga Barkai
To: Robert Kuhfuss
Subject: RE: Cibola Vista Self Storage on Lake Pleasant Rd. Conditional permit CU22-08
Date: Wednesday, November 30, 2022 1:26:17 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Mr. Kuhfuss,

Recently it came to our attention that a three-story building potentially will be built right next to our subdivision and next to our house. When we were buying our house in 2003 Lake Plesant Road was directly next to us and as such, we did not foresee any commercial development right behind our street. At the time we also examined city maps and nothing pointed to potential commercial development in our backyard. Eventually the city changed the plans and Lake Plesant Road location was altered, it is not directly behind our development anymore. As a result a developer though that it would be a brilliant idea to build such a monstrosity next to us. We are categorically against it. The value of our property would go down. We are paying taxes to the city of Peoria and as such we have a right to enjoy our property without loosing the value. We ask you to reconsider the project.
Sincerely,
Alex Barkai, MD
Olga Barkai

From: John Brooks
To: Robert Kuhfuss
Subject: Self-storage plan near Cibola Vista
Date: Saturday, November 26, 2022 10:18:21 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Mr. Kuhfuss,

Please add me to the list of concerned neighbors for the proposed self-storage commercial building applicant meeting and I would like email notifications of any meetings. Also, would you kindly let me know that I have been added to those lists? Thank you.

Kind Regards,
John

TRUTH does not mind being questioned. A LIE does not like being challenged.

From: Mike Faulds
To: Robert Kuhfuss
Subject: CU22-08
Date: Monday, November 28, 2022 11:36:33 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Sir,

I am writing to you to express my concern about the three story storage units proposed for N. Lake Pleasant Parkway and Cibola. Though it will not impact me directly, I feel that the construction of these units will have an overall negative impact on the esthetics of the area and to the value of the homes adjacent to the development.

In addition, which would impact me, is there is a potential for environmental impact as storage units have been known to attract rodents.

Cordially,
Mike Faulds
[redacted]

EXHIBIT 8

From: Peyton Hoelscher
To: Robert Kuhfuss
Date: Sunday, December 4, 2022 5:37:17 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good evening,

I am reaching out in regards to Cibola Vista Self Storage. I am a Peoria native and have loved growing up and living in Peoria. I am also a real estate agent and believe this storage facility should not be built where it is proposed.

Not only will this hurt the value of homes that surround the storage facility but it will also be quite the eyesore to an extremely nice resort across the street. It simply does not belong in this highly sought after, desirable location in North Peoria.

We live in this beautiful city for the mountain views and landscape, not for a 3 story metal structure to block it all. Please do not allow this project to continue.

Thank you,



From: Chris Hoelscher
To: Robert Kuhfuss
Subject: 3 story North Peoria storage unit
Date: Tuesday, November 29, 2022 11:32:42 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Robert,

I'm writing to express my most sincere concerns about the proposed three story storage unit located at Lake Pleasant Rd. and Cibola Vista.

The proposed structure will absolutely RUIN the current flow and look of what we are so proud of here in North Peoria!!! This proposed project must be stopped!!! What an eyesore it would be. The metal storage structure is supposed to be three stories high, plus the addition of the 11' pitched roof. This puts the building a whopping 40' plus in height. It's even directly adjacent to some of the most beautiful homes. This city deserves a much more aesthetic plan for the space. Please do not allow this project to continue any further. It MUST BE STOPPED!

Feel free to reach out to me directly or indirectly at anytime. It's critical to the future of our amazing city.

Of the utmost concerned,

Chris Hoelscher
[redacted]

From: Tammy Shreeve
To: Robert Kuhfuss
Subject: FW: Site of Cibola Vista mini storage
Date: Monday, December 5, 2022 7:39:43 AM

Hi Robert,

This email was sent to Councilmember Shafer Office. It is regarding the proposed Cibola Vista Mini Storage project. Can you please include it in the received comments for the project.

Tammy Shreeve

From: Jessica Larsen [redacted]
Sent: Friday, December 2, 2022 8:12 AM
To: InetMesquite <mesquite@peoriaaz.gov>
Subject: Site of Cibola Vista mini storage

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

To whom it may concern,

I am displeased with the plan to cram a mini storage into the small obscure property currently being sought for approval by Cibola Mini Storage.

I am a resident of the Pleasant Valley neighborhood which would share a wall with this mini storage. Pleasant Valley neighborhood is a planned community where each home has a good size lot for the home on the property. All tallest homes are two stories. And many of the homes are single level. This Cibola Mini Storage plans to cram a three story building on the other side of our neighborhood wall. The building will be an eye sore.

Please share with me what I can do to further speak out against this plan to build this mini storage. Is there another email address to whom to send my concerns?

Thank you for your time,
Jessica Larsen

From: Kristin Lowery
To: Robert Kuhfuss
Subject: Proposed Storage Facility N Lake Pleasant Pkwy
Date: Sunday, December 11, 2022 9:58:39 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

I am writing in regards to the proposed storage facility on N Lake Pleasant Pkwy. I am a resident of Pleasant Valley Estates. My husband and I purchased our home in 2021 during the real estate boom and paid top dollar for it. We strongly oppose a storage facility - especially with multiple levels - being built at the proposed location. Not only is a three story building an eye sore which would tower above the nearby homes, it would also block the view for so many of our community's residents. Additionally, a storage facility would increase the traffic in an already busy area, which is not ideal with a school on the same road. For the above reasons, this location is not appropriate for a multi-level storage facility.

Thank you for your time,
Kristin Lowery

From: Rick Marteney
To: Robert Kuhfuss
Subject: Proposed Storage Facility
Date: Thursday, December 8, 2022 7:44:15 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern:

In regards to the proposed storage unit to be located on the West side of Lake Pleasant Parkway across from Cibola Vista, My neighbors and I have concerns. We do not want to have a large building blocking our gorgeous views.

We worry about the increased traffic and potential for environmental impacts this building may cause. We also deny the need for another facility in close proximity to the one at Happy Valley and 115th.

This proposed facility is neither desired nor needed. We would appreciate the opportunity to oppose this building request and thank you for your consideration.

Rick Marteney

From: [redacted]
To: Robert Kuhfuss
Subject: Ugly development near Pleasant Valley
Date: Thursday, December 1, 2022 6:50:25 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Please please please do not allow this three story ugly storage unit next to a beautiful neighborhood of Homes. Please consider rezoning.

Kathleen Mulligan
[redacted]

EXHIBIT 8

From: Rita Papini
To: Robert Kuhfuss
Subject: Site Plan Application (SP22-34) 3 Story Storage Unit, West of Lake Pleasant Rd & Cibola Vista Dr
Date: Tuesday, November 29, 2022 12:35:50 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good afternoon Robert,

I am strongly opposed to the approval of the 3-story storage unit referenced above.

We've lived in Peoria since we moved to Arizona in 2004. We live in Pleasant Valley from 2004-2018 and we now live in Pradera at West Wing. I love the area.

Up until this point, I think Peoria has done a pretty good job of managing the business needs and residential needs of the beautiful communities, parks, and mountains in this part of Peoria. This storage unit will be an eye sore against the background of the homes and mountain landscaping. I don't want to pull out of my subdivision and see a storage unit or any other unattractive business structures.

I understand the land on the west side of Lake Pleasant Road at Cibola Vista Drive and a bit north of that is zoned commercial, however, I think consideration should be given to the esthetic of the area. What will uplift the area not just fill in vacant land?

Kind regards,
Rita M. Papini
[redacted]

EXHIBIT 8

From: [redacted]
To: Robert Kuhfuss
Subject: Site Plan Application (SP22-34) 3 Story Storage Unit, West of Lake Pleasant Rd & Cibola Vista Dr
Date: Tuesday, November 29, 2022 12:43:30 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good afternoon Robert,

I am strongly opposed to the approval of the 3-story storage unit referenced above.

We've lived in Peoria since we moved to Arizona in 2004. We live in Pleasant Valley from 2004-2018 and we now live in Pradera at West Wing. I love the area.

Up until this point, I think Peoria has done a pretty good job of managing the business needs and residential needs of the beautiful communities, parks, and mountains in this part of Peoria. This storage unit will be an eye sore against the background of the homes and mountain landscaping. I don't want to pull out of my subdivision and see a storage unit or any other unattractive business structures.

I understand the land on the west side of Lake Pleasant Road at Cibola Vista Drive and a bit north of that is zoned commercial, however, I think consideration should be given to the esthetic of the area. What will uplift the area not just fill in vacant land?

Kind regards,
Ron Papini
[redacted]

From: Jim Potts
To: Robert Kuhfuss
Subject: CU22-08
Date: Thursday, November 24, 2022 7:48:00 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Sir,
I am very upset about the proposal for the storage building planned next to Pleasant Valley. Please represent me as a homeowner in this matter that I am against it being built in that area. See,s to me Cibola Vista has plenty of room next to its resort.
Thank you for your time,
James R and Judy M Potts
[redacted]

EXHIBIT 8

From: Mark Wicher
To: Robert Kuhfuss
Subject: Proposed Storage Unit on Lake Pleasant
Date: Saturday, November 26, 2022 2:49:53 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Robert,

There is no good reason to put a storage facility next to our neighborhood. We are a bedroom community that enjoys the views around us. We also like to keep additional traffic out of the area. There are several storage facilities nearby. We got all kinds of businesses down the road and it looks like even more are going in soon. That is enough. Take care of your residents who are paying their taxes and listen to what they want. We are supposed to be in this together. Please keep me informed of any public meetings concerning this proposal. Thank you.

Best Regards,

Mark Wicher

Sent from my iPhone

From: Judy Yung
To: Robert Kuhfuss
Subject: CU22-08
Date: Saturday, November 26, 2022 12:38:54 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Mr. Khufuss,

I am not particularly happy about the 3 story storage facility plan that has been submitted to the city. I live on one of the affected streets where I have a view of West Wing Mountain and I live 4 houses away from the neighborhood wall adjacent to Lake Pleasant Parkway.

A three story building so close to us will essentially be a big towering wall that obstructs any of the natural beauty that surrounds us. I am not sure what kind of a voice we can have, but I wanted to make my thoughts known. If the project had to proceed, I would prefer a lower structure. Thank you for your time.

Sincerely,
Judy Yung

Sent from my iPad

From: Nate Cottrell
To: Robert Kuhfuss
Cc: [redacted]
Subject: Re: CU22-08 Cibola Vista Self-Storage
Date: Tuesday, January 3, 2023 3:37:20 PM
Attachments: image001.jpg

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good afternoon Rob,
Checking back in with you on this one Cibola Vista Self Storage Conditional use permit and site plan application (CU22-08 SP22-34)

Is there any updated information or dates that you can share?
Thanks in advance

Nate Cottrell

[redacted]

On Wed, Nov 23, 2022 at 6:06 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

> Good evening all,
>
> My name is Rob Kuhfuss and I am the planner assigned to the above-referenced case I am sending this out for the benefit of those who recently emailed their concerns to me regarding the above-referenced case For those of you who have already seen this information, I apologize for the redundancy
>
> We want you to know that your comments have been noted Your emails have been redacted and will be forwarded to the Planning and Zoning Commission when the case progresses to public hearing You will also have the opportunity to speak at the Commission Hearing if you choose
>
> In the meantime, as a direct result of the opposition received, the requirement for a neighborhood outreach meeting has been triggered That meeting has not been scheduled; however, it cannot occur until after the first review is completed The outreach meeting is the applicant's responsibility to coordinate When the meeting has been scheduled, they will post the site and send out notices per the requirements as stated in the Peoria Municipal Code I will also notify everyone on this list when I learn the specific details regarding the outreach meeting
>
> Sometime after the outreach meeting, the applicant will make their revisions and resubmit to the city for review and additional comment At some point, the Conditional Use Permit will be scheduled for public hearing, with separate notification being sent regarding that hearing As yet, no hearing dates have been set
>
> Some of you have asked to see documents relating to this case You may do so by filing a Public Records Request online through the City Clerk's Office at Public Records Request | City of Peoria (peoriaaz.gov)
>
> Finally, all of the correspondence received has been redacted for privacy and provided to the applicant, Peter Yachimski, via separate email The applicant is also copied on this email
>
> Please feel free to contact me directly if you have additional questions
>
> Respectfully,
>
> **Robert H. Kuhfuss, AICP, MPA**
> Senior Planner
> City of Peoria Planning and Community Development
> 9875 North 85th Avenue
> Peoria, AZ 85345
> T: 623-773-7643
> www.peoriaaz.gov
> Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY

EXHIBIT 8



EXHIBIT 8

From: [redacted]
To: Robert Kuhfuss
Subject: RE: Neighborhood outreach meeting for Cibola Vista Self-Storage, case CU22-08 and SP22-34
Date: Friday, January 20, 2023 4:14:06 PM
Attachments: image001.jpg

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Thank you Robert
I will be there.
Wondering if you know if the zoning for that piece of property in question, was changed anytime after Lake Pleasant Pkwy went through there splitting it off from the resort? Additionally, the property on the corner of LPPkway & Cibola Vista, on the West side, presumably still owned by the resort, I am now curious about its zoning. If you don't have the answers, could you direct me to the department that would.

Thank you
Elaine Faul

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Monday, January 9, 2023 5:11 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: pmy@vps-llc com
Subject: Neighborhood outreach meeting for Cibola Vista Self-Storage, case CU22-08 and SP22-34

Good afternoon all,

You are receiving this email as you have expressed an interest in this project.

The applicant has scheduled their neighborhood outreach meeting for Wednesday, January 25, 2023 at 6:00 PM (please see attached). The meeting will be held at the Westwing Mountain Community Center at 27008 North High Desert Drive in Peoria. The meeting is open to the public and you will have the opportunity to learn more about the proposed development and offer feedback.

Thank you.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
City of Peoria Planning and Community Development
9875 North 85th Avenue
Peoria, AZ 85345
T: 623-773-7643
www.peoriaaz.gov
Hours | Monday – Thursday 7:00am – 6 00pm – CLOSED FRIDAY

General

EXHIBIT 8

From: Franz Forman
To: Robert Kuhfuss
Subject: Re: Neighborhood outreach meeting for Cibola Vista Self-Storage, case CU22-08 and SP22-34
Date: Friday, January 13, 2023 6:48:41 PM
Attachments: image001.jpg

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Thank you, Robert.

I have a schedule conflict with an event for work that evening on the other side of town. However, I previously sent a letter to you outlining our houghts on the Storage facility. Will the contents of this letter be shared at the meeting?
Would just like to make sure that our voices are heard since we are residents of WestWing community (since it originally opened).

Thank you,
Franz and Emily Forman

On Mon, Jan 9, 2023 at 5:16 PM Robert Kuhfuss <robert kuhfuss@peoriaaz gov> wrote:

> Good afternoon all,
>
> You are receiving this email as you have expressed an interest in this project
>
> The applicant has scheduled their neighborhood outreach meeting for Wednesday, January 25, 2023 at 6:00 PM (please see attached) The meeting will be held at the Westwing Mountain Community Center at 27008 North High Desert Drive in Peoria The meeting is open to the public and you will have the opportunity to learn more about the proposed development and offer feedback
>
> Thank you
>
> **Robert H. Kuhfuss, AICP, MPA**
>
> Senior Planner
>
> City of Peoria Planning and Community Development
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> www peoriaaz gov
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> Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY
>
> General

EXHIBIT 8

From:	Deb Mueldener
To:	Robert Kuhfuss
Cc:	Brad Shafer
Subject:	Cibola Vista Self Storage, CU22-08
Date:	Thursday, January 19, 2023 4:25:05 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Mr. Kuhfuss:

I am adamantly against this project! It seems there is a self storage building either already built, or proposed every two to three miles in North Peoria. I understand that they are inexpensive to build, the upkeep is fairly inexpensive, and the owner(s) reap(s) big profits! Good for them. What about the homeowners?

I realize the land is already zoned for commercial, but there is, I am sure, a better use of this property. This proposal is for a 3-story self storage building that abuts single family homes IMMEDIATELY behind the building. Please put yourself in the place of these homeowners and see how you would like a three-story building just beyond the fence line to the East of your home. I have no idea how this property was zoned when these people purchased their homes, but I'm sure they never dreamed that THIS would be built here.

The Pleasant Valley subdivision will eventually have two multi-story hotels along with two drive-thru restaurants, on the NW corner of Jomax and Lake Pleasant Parkway, literally in the back yards of homeowners. I searched the entire Phoenix metro area and there are ZERO hotels of these brands that back up directly to single family homes. I know that this has already been approved by the City Council, but it is indicative of what homeowners are facing...we have little say. When I wrote in opposition to this proposal, I was told it didn't matter because it was already zoned for a hotel. I also know that the hotel zoning has NOT been in place that long. Was it in the general plan?

I live just West of Pleasant Valley and do not feel that this is what the area residents want or need. All the vegetation in the world still won't cover this eyesore. **Please listen to the homeowners** both who are writing to you as I am, and will be attending the meeting next Wednesday.

Sincerely,

Debbie Mueldener
[redacted]

EXHIBIT 8

From: Brad Shafer
To: Deb Mueldener; Robert Kuhfuss
Subject: Re: Cibola Vista Self Storage, CU22-08
Date: Thursday, January 19, 2023 5:43:10 PM

Debbie,
Thank you for your email and I know Mr. Kuhfuss will make sure that your email is presented to the developer and the planning department.

Please make sure you attend the developers public meeting, next Wednesday night, 6pm at the WestWing community center.

Brad

Councilman Brad Shafer
Mesquite District

From: Deb Mueldener [redacted]
Sent: Thursday, January 19, 2023 4:24:43 PM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Cc: Brad Shafer <brad.shafer@peoriaaz.gov>
Subject: Cibola Vista Self Storage, CU22-08

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Dear Mr. Kuhfuss:

I am adamantly against this project! It seems there is a self storage building either already built, or proposed every two to three miles in North Peoria. I understand that they are inexpensive to build, the upkeep is fairly inexpensive, and the owner(s) reap(s) big profits! Good for them. What about the homeowners?

I realize the land is already zoned for commercial, but there is, I am sure, a better use of this property. This proposal is for a 3-story self storage building that abuts single family homes IMMEDIATELY behind the building. Please put yourself in the place of these homeowners and see how you would like a three-story building just beyond the fence line to the East of your home. I have no idea how this property was zoned when these people purchased their homes, but I'm sure they never dreamed that THIS would be built here.

The Pleasant Valley subdivision will eventually have two multi-story hotels along with two drive-thru restaurants, on the NW corner of Jomax and

Lake Pleasant Parkway, literally in the back yards of homeowners. I searched the entire Phoenix metro area and there are ZERO hotels of these brands that back up directly to single family homes. I know that this has already been approved by the City Council, but it is indicative of what homeowners are facing...we have little say. When I wrote in opposition to this proposal, I was told it didn't matter because it was already zoned for a hotel. I also know that the hotel zoning has NOT been in place that long. Was it in the general plan?

I live just West of Pleasant Valley and do not feel that this is what the area residents want or need. All the vegetation in the world still won't cover this eyesore. **Please listen to the homeowners** both who are writing to you as I am, and will be attending the meeting next Wednesday.

Sincerely,

Debbie Mueldener
[redacted]

EXHIBIT 8

From: Jenna Danielle
To: Robert Kuhfuss
Subject: CU22-08
Date: Monday, January 9, 2023 8:45:30 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern:

In regards to the proposed storage unit to be located on the West side of Lake Pleasant Parkway across from Cibola Vista, My neighbors and I have concerns. We do not want to have a large building blocking our gorgeous views. We worry about the increased traffic and potential for environmental impacts this building may cause. We also deny the need for another facility in close proximity to the one at Happy Valley and 115th. This proposed facility is neither desired nor needed. We would appreciate the opportunity to oppose this building request and thank you for your consideration.

Jenna & Brian Oxford
[redacted]

EXHIBIT 8

From: Web Master
To: Robert Kuhfuss
Subject: FW: [Form Submission] Contact the City
Date: Thursday, January 19, 2023 7:39:32 AM

Hi Robert,
The following message was submitted through the Contact Form on the city website. Forwarding on for your review.

Trevor Freeman
Web Content Administrator
Trevor.Freeman@peoriaaz.gov
City of Peoria
Office of Communications
8401 W. Monroe St.
Peoria, AZ 85345

From: webmaster@peoriaaz.gov <webmaster@peoriaaz.gov>
Sent: Wednesday, January 18, 2023 10:26 PM
To: Web Master <webmaster@peoriaaz.gov>
Subject: [Form Submission] Contact the City

A new entry to a form/survey has been submitted.

Form Name:	Contact the City
Date & Time:	01/18/2023 9:25 PM
Response #:	[redacted]
Submitter ID:	[redacted]
IP address:	[redacted]
Time to complete:	5 min. , 51 sec.

Survey Details

Page 1

Who would you like to contact?

(o) Planning and Zoning

Contact Type:

(o) Suggestion

EXHIBIT 8

First Name:

Jessica

Last Name:

Roza

Your Email Address

[redacted]

Your Comments:

Project Name and Location
Cibola Vista Self Storage
West of Lake Pleasant Parkway and Cibola Vista Drive
Case Number(s)
Conditional Use Permit:
Site Plan:
CU22-08
SP22-34

I cannot make the public meeting, however I am a resident & would like to comment that I oppose this development. A building like this is an eyesore & a service that unneeded in this neighborhood. There are better uses of this land or just keep it as beautiful desert!

Do you wish to be contacted?

[×] **Email**
[ ] **Do not contact me**

Thank you,
City of Peoria

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: Amy Sap
To: Robert Kuhfuss
Subject: Opposition to Cibola Vista Self Storage
Date: Tuesday, January 24, 2023 1:35:30 PM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Hi Robert,

I am writing to express my opposition to the proposed self storage project, Cibola Vista Self Storage. This is not what community members want for this area and certainly not a building that's 3 stories in height. I hope the city realizes this is not right for North Peoria and votes no on this project.

Amy Sap
[redacted]

EXHIBIT 8

From: Brad Shafer
To: [redacted]
Cc: Tammy Shreeve; Robert Kuhfuss; Cody Gleason
Subject: Re: Vote no on self storage/ apartment's upper Lake Pleasant corridor
Date: Thursday, January 26, 2023 7:09:41 PM

Robin,
Thank you for the email and for being an engaged citizen in what's going on in our wonderful community. I have copied the planning department staff so they can capture your comments for the planning/zoning commission.

Right now there is no immediate vote and these projects are all in different phases:

Hotels on the NW corner of Lake Pleasant and Jomax: This project does not require a vote from planning/zoning OR from city council because the parcel is already zoned (years ago) for commercial that allows hotels. The only thing we, as the community and as your councilmember, have any say in on this project is design. You may recall, a few months ago, the city and I distributed information via social media to the surrounding HOA's and community pages, and the Mesquite District social media page and Eblast about needing input for the design of the parcel. The planning department received a lot of feedback regarding design suggestions which was then passed onto the developer. I have not seen any updates on this project since then and I expect it will be some time before there is an update on this.

Storage Units: The parcel is zoned for commercial currently, the developer has submitted an application to the city for conditional use permit, the community received notice and was given an opportunity to write in to the city planner, since feedback was received, the developer had the opportunity to walk away or move to the next step of a community meeting (which was held last night). At this point, IF the developer of the storage project decides to move forward, the next step will be a vote at a future planning and zoning meeting. If it goes for a vote in front of planning and zoning, I would encourage you to attend and speak at that meeting. If/when that meeting gets scheduled, we will be informing Pleasant Valley and the surrounding communities of the date/time.

Rental Bungalows and apartments on East side of LP Parkway: There are currently 2 applications in for this as of last year and both projects would be a rezone. This means it would have to go to planning and zoning AND city council for a vote. When those were initially submitted, the public was notified, the developer held community meetings, (of which I also attended) and we have not had any update since.

Again, thank you for your email. I also am an advocate for putting the right development in the right places and look forward to representing the community on these issues.

Councilmen Brad Shafer

From: Robin Porter [redacted]
Sent: Wednesday, January 25, 2023 9:19 PM
To: Brad Shafer <brad.shafer@peoriaaz.gov>
Subject: Vote no on self storage/ apartment's upper Lake Pleasant corridor

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Vote no on self storage/ apartment's upper Lake Pleasant corridor.

We do not want an industrial, eyesore storage unit sitting on the corner near Pleasant Valley neighborhood. We do not want apartments or small rental homes or hotels near Jomax/ Lake Pleasant Parkway intersection. This would be extremely detrimental to our home values and our school ratings. This is a quiet high-end area. The incoming business need to fit the area.

Thank you,
Robin Porter
[redacted]

From: Upper West Side PHX
To: Robert Kuhfuss
Subject: Re: CU22-08 Cibola Vista Mini Storage update
Date: Thursday, February 23, 2023 9:34:03 PM
Attachments: image001.jpg

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Ok, thank you for the update!

On Thu, Feb 23, 2023 at 2:51 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

> Hi Katie. He has not resubmitted but is working on addressing comments. No hearings set just yet.
>
> **Robert H. Kuhfuss, AICP, MPA**
>
> Senior Planner
>
> City of Peoria Planning and Community Development
>
> 9875 North 85th Avenue
>
> Peoria, AZ 85345
>
> T: 623-773-7643
>
> www.peoriaaz.gov
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EXHIBIT 8

General

From: Upper West Side PHX [redacted]
Sent: Thursday, February 23, 2023 1:37 PM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Subject: CU22-08 Cibola Vista Mini Storage update

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EXHIBIT 8

when opening attachments or clicking on links.⚠⚠

Hi Robert,

I'm looking for an update on Cibola Vista Mini Storage following the community meeting last month. Their rep Peter let me know that they will be proceeding and have revised the design plans in accordance with community requests. He said to copy you on everything. Can you please send over the revised site plan and design plans and let me know if there is a date set for P & Z Commission yet?

Thanks,

Katie

Upper West Side PHX

[redacted]

--
Thanks,
Katie
Upper West Side PHX
[redacted]

From: webmaster@peoriaaz.gov
To: InetPlanning
Subject: NEW Public Comment on Development
Date: Thursday, February 23, 2023 11:42:42 PM

A new entry to a form/survey has been submitted.

Form Name:	Planning - Public Comment Form
Date & Time:	02/23/2023 10:42 PM
Response #:	1
Submitter ID:	[redacted]
IP address:	[redacted]
Time to complete:	2 min. , 35 sec.

Survey Details

Page 1

1. Name
Jessica Roza

2. Phone Number
[redacted]

3. Email Address
[redacted]

4. Project Name
Cibola vista storage

5. Project Case Number
Not answered

6. Project Location
(Lake Pleasant Pkwy. & Cibola Vista Dr

7. Please provide your feedback on this project:
Project Name and Location
Cibola Vista Self Storage
West of Lake Pleasant Parkway and Cibola Vista Drive
Case Number(s)
Conditional Use Permit:
Site Plan:
CU22-08

EXHIBIT 8

SP22-34

I am a resident & would like to comment that I oppose this development. A building like this is an eyesore & a service that unneeded in this neighborhood. There are better uses of this land or just keep it as beautiful desert!

Thank you,
City of Peoria

This is an automated message generated by Granicus. Please do not reply directly to this email.

EXHIBIT 8

From: Robert Kuhfuss
To: Kirk Baumgartner
Subject: RE: CU22-08 and SP22-34 Cibola Vista Mini-Storage Facility
Date: Monday, February 27, 2023 5:43:00 PM
Attachments: image001.jpg

Thank you for the clarification regarding faux stone treatment

Regarding the PowerPoint, that is not something that we would normally ask for although other jurisdictions might In any event, I asked Peter for it but I was not able to save it I asked him to resend and include in his Summary

Robert H. Kuhfuss, AICP, MPA
Senior Planner
City of Peoria Planning and Community Development
9875 North 85th Avenue
Peoria, AZ 85345
T: 623-773-7643
www.peoriaaz.gov
Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY

General

From: Kirk Baumgartner [redacted]
Sent: Monday, February 27, 2023 3:50 PM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Subject: RE: CU22-08 and SP22-34 Cibola Vista Mini-Storage Facility

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Mr Kuhfuss,
Thank you for the response
As to the faux windows, my full comment was: "*Potential faux windows of EIFS along entire wall (typ). We do not want glass to avoid heat reflection and glare.*", with the first part being operative as to the material Based upon the discussion at the meeting, a developer referenced using EIFS for the building skin, thus the "windows" could simply be another accent color in EIFS (I used blue, but it could something more subtle) These faux windows are simply one mechanism to break up the large massing / monotone plane of the storage facility wall Please refer to the faux window detail labeled "*Typical faux window with perimeter popout*" on the elevation sheet The faux window with popouts are intended to provide third dimension relief Should the developer have an alternative, have them present such Also note my other comments on the elevations, most importantly: "*The massing of the N & W elevations must be relieved with planar dimensional changes via the faux columns shown, the addition of a cornice, the addition of faux windows with perimeter popouts, color changes, etc.*"
And to reiterate, "*We* definitely *do not want glass* (visible glass or spandrel glass) *to avoid heat reflection and glare*" down onto our street or onto our houses from the afternoon sun

Finally, interestingly, I did speak that Peter after the presentation and his assistant said to contact you for the power point I will email him after sending this Hmmmm …

Sincerely,
Kirk B

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Monday, February 27, 2023 1:17 PM
To: Kirk Baumgartner [redacted]
Subject: RE: CU22-08 and SP22-34 Cibola Vista Mini-Storage Facility

Mr Baumgartner,

My apologies I was out of town and neglected to follow up on all of my emails

We do appreciate your input I discussed your comments with the applicant this morning and will share with the applicant after redaction We will also include your comments in the packet that goes to P&Z when the time comes

We did have one question though: In your comments, you mentioned faux windows along the west and north elevations, but you also indicated concerns over heat and glare Are you looking for faux window or are you saying that you don t want faux windows due to heat and glare?

Regarding the PowerPoint, we do not have that document, but you can contact Peter directly I did ask Peter to include it as an exhibit to his Citizen Participation Summary with his next submittal

EXHIBIT 8

Robert H. Kuhfuss, AICP, MPA
Senior Planner
City of Peoria Planning and Community Development
9875 North 85th Avenue
Peoria, AZ 85345
T: 623-773-7643
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Hours | Monday – Thursday 7 00am – 6:00pm – CLOSED FRIDAY

General

From: Kirk Baumgartner[redacted]
Sent: Friday, February 24, 2023 6:54 PM
To: Robert Kuhfuss <Robert Kuhfuss@Peoriaaz gov>
Subject: RE: CU22-08 and SP22-34 Cibola Vista Mini-Storage Facility

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Robert,
I sent the emails below weeks ago The common courtesy of a reply would be appropriate
Kirk B

From: Kirk Baumgartner[redacted]
Sent: Monday, February 6, 2023 11:56 AM
To: 'Robert Kuhfuss@Peoriaaz gov' <Robert Kuhfuss@Peoriaaz gov>
Subject: RE: CU22-08 and SP22-34 Cibola Vista Mini-Storage Facility

Robert,
Adding to my earlier email, the City must ask themselves the following question: "*Is this the highest and best use of the land?*" Not whether it is an allowed use, but is it the best use?
We have all been told that Lake Pleasant Parkway is supposed to be a new shining example of the City at its best in economic development with the residents interests in mind Does another storage facility really fit this ideal?

Sincerely,
Kirk B

From: Kirk Baumgartner[redacted]
Sent: Saturday, February 4, 2023 9:15 AM
To: 'Robert Kuhfuss@Peoriaaz gov' <Robert Kuhfuss@Peoriaaz gov>
Subject: CU22-08 and SP22-34 Cibola Vista Mini-Storage Facility

Robert,
As a Pleasant Valley HOA neighbors, we attended the January 25th neighborhood meeting for the above referenced potential project Upon speaking with the developer, they stated the we could obtain a copy of their PowerPoint presentation from you Would you please email said presentation or provide a link to download such?
Also, please see the attached annotated copy of the site plans and building elevations for the project Annotations provide some additional considerations for you and them should the project move forward

Thank you,
Kirk B

EXHIBIT 8

VANGUARD
Professional Services, LLC

Notice of Neighborhood Meeting

January 9, 2023

Dear Neighbor,

You are cordially invited to an informal neighborhood meeting to learn about the proposed Conditional Use Permit concerning the 2.17-acre property generally located on the west side of Lake Pleasant Parkway, opposite the intersection of Cibola Vista Drive in Peoria, AZ (see attached Location Map).

A Conditional Use Permit application and Site Plan Application have been filed for this property with the City of Peoria for a Self-Storage facility development. The Conditional Use Permit requires that a neighborhood meeting notice will be sent inviting you to participate. The purpose of this meeting is to solicit your participation and feedback on the proposed development.

PLEASE NOTE: that the application does NOT seek to allow for boat and/or RV storage at the property, and there will be no storage unit garage doors on the exterior of the building. ALL storage activities will occur inside the building.

As part of the Land Use approval process, we are offering our neighbors, adjacent property owners, neighborhood associations and homeowner's associations the opportunity to view and comment on the proposal in conformance with the City of Peoria public noticing requirements. The meeting time and location are as follows:

Wednesday, January 25, 2023
@ 6:00 P.M.

Location:
Westwing Mountain
Community Center
27008 N. High Desert Drive
Peoria, AZ 85383

This meeting notice is being sent to all property owners within 600-feet and all registered neighborhood and homeowner's association groups and apartment management companies within a 1-mile radius of the proposed development. Notice is also being sent to other parties who have expressed interest.

1550 E. Thunderbird Rd.-Unit 3074-Phoenix, AZ 85022 // ph:(602)295-9984 - email: pmy@vps-llc.com

EXHIBIT 8

Subsequent to the neighborhood meeting, along with the benefit of your input, public meetings and hearings will be held before the Peoria Planning & Zoning Commission and Peoria City Council, who will be reviewing the cases prior to approval. Those meetings have not yet been scheduled.

These meetings will provide an additional opportunity for public input relative to the proposed development. If you have questions throughout the process, please feel free to contact me at (602) 295-9984 or at pmy@vps-llc.com. You may also contact the City of Peoria Planning Division at (623) 773-7200 or planning@peoriaaz.gov for more information.

Attached are copies of:

- The project location map
- Currently proposed site plan
- Currently proposed building elevations

Again, please feel free to contact me at the phone number or email address noted above with any questions.

Sincerely,
Peter M. Yachimski, RLS

[redacted]

VANGUARD PROFESIONAL SERVICES, LLC

1785 W. State Route 89A-Suite 2A - Sedona, AZ 86336 // ph: (602)295-9984 - email: pmy@vps-llc.com

EXHIBIT 8

Vicinity Map & Aerial Photo

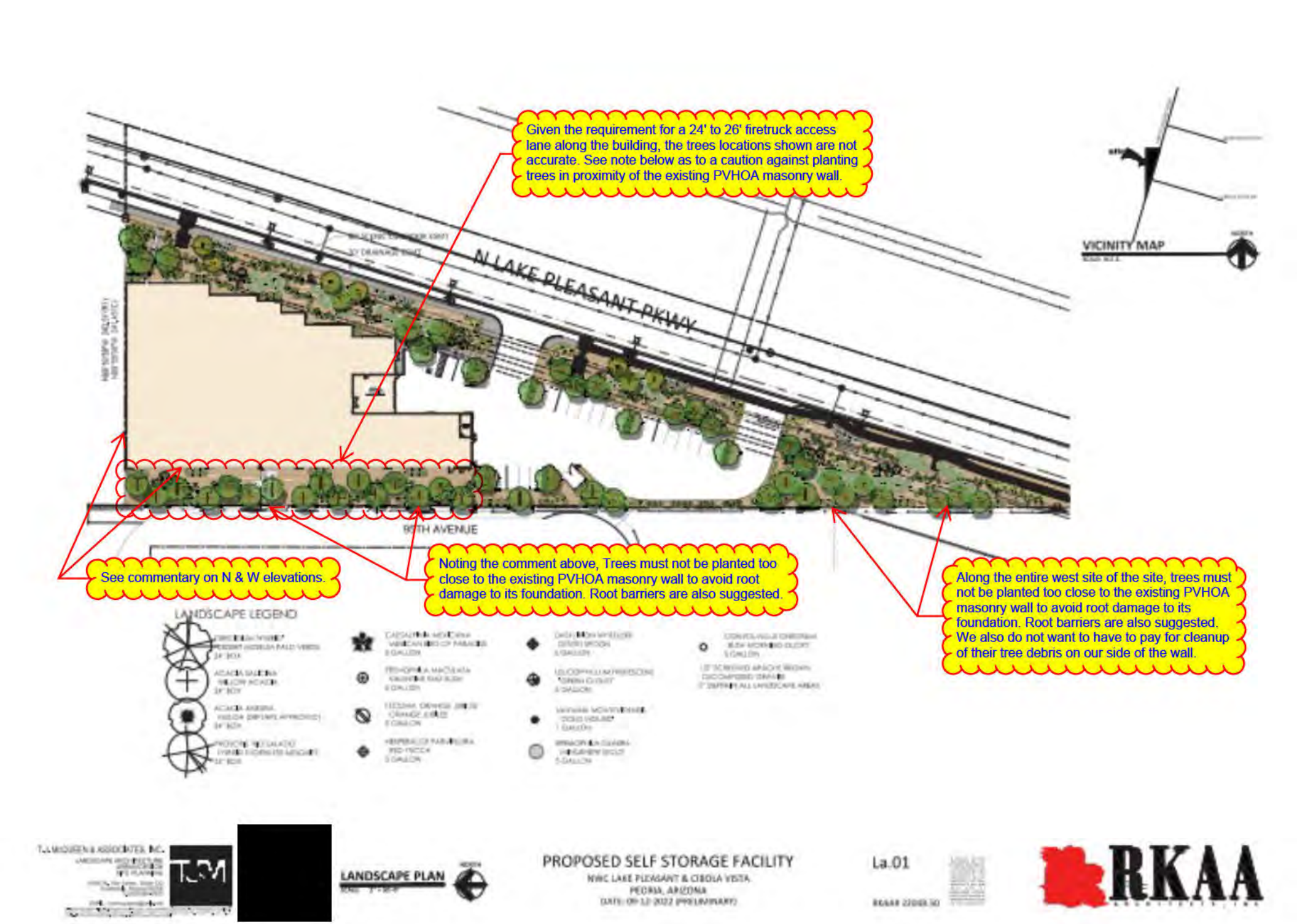




The views of all PVHOA neighbors need to be considered (typ).

1785 W. State Route 89A-Suite 2A - Sedona, AZ 86336 // ph: (602)295-9984 - email:

EXHIBIT 8



LANDSCAPE PLAN

PROPOSED SELF STORAGE FACILITY
NWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA

La.01

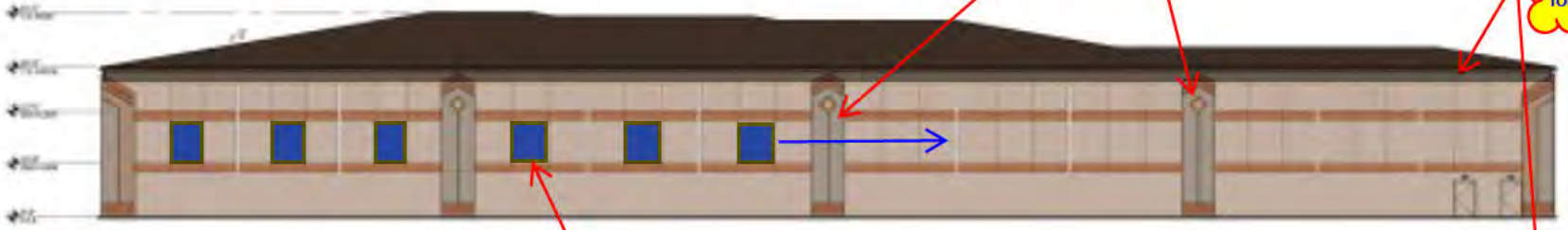
RKAA

EXHIBIT 8

The massing of the N & W elevations must be relieved with planar dimensional changes via the faux columns shown, the addition of a cornice, the addition of faux windows with perimeter popouts, color changes, etc.

Faux columns must have planar dimensional relief and not just be a color change (typ).

Provide continuous cornice popout in a different color for planar relief (typ).

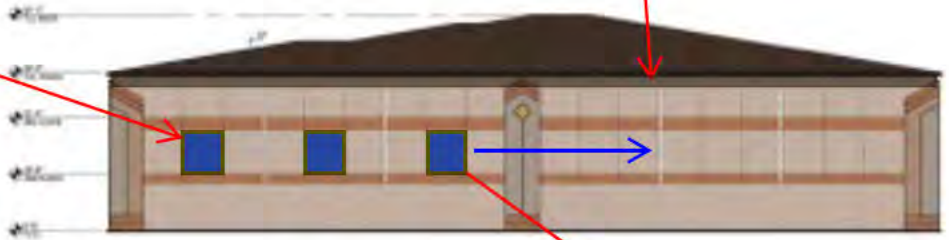


1 WEST ELEVATION

Potential faux windows of EIFS along entire wall (typ). We do not want glass to avoid heat reflection and glare.



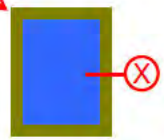
2 SOUTH ELEVATION



3 NORTH ELEVATION



4 EAST ELEVATION



Typical faux window with perimeter popout

Section X

RKAA ARCHITECTS, INC

PROPOSED SELF STORAGE FACILITY

WWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
DATE: 10-11-2023 [PRELIMINARY]

EL-1

RKAA# 22048.50

EXHIBIT 8

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Thursday, June 8, 2023 4:53 PM
To: K Mcclure
Subject: RE: Concerns

Mr. McClure,

Thank you for the email and sorry for not responding sooner.

The self-storage you are referring to is Cibola Vista and is being processed under cases CUP22-08 and SP22-34. Both of those cases went through first review; however, they have not resubmitted and no hearing dates have been set. I will save this correspondence to the CUP case file and will forward to the Planning and Zoning Commission should the project move forward. I will also add you to the notification list so that you are included in any notification efforts.

Regarding the hotels, that property was essentially zoned for C-2 Commercial many, many years ago. The hotels are an allowed use in that district. The site plan was approved earlier this year.

Respectfully,

Robert H. Kuhfuss, AICP, MPA
Senior Planner
City of Peoria Planning and Community Development
9875 North 85th Avenue
Peoria, AZ 85345
T: 623-773-7643
www.peoriaaz.gov
Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY



From: K Mcclure [redacted]
Sent: Wednesday, May 31, 2023 8:27 AM

EXHIBIT 8

To: InetPlanning <planning@peoriaaz.gov>
Subject: Concerns

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

I was researching what was being built on Lake Pleasant Pkwy and Happy Valley. I was hoping for an AJs to class it up. However I see that Peoria is thinking about putting in a self storage by the resort and basically an extended stay at Jomax and the Pkwy. This is a horrible idea! These kinds of places bring the wrong type of people we want in our area. It brings homeless, theft and hookers. If I knew this is what was being planned I would have moved to a different area. You do not see Hotels and self storage places being built at Pinnacle and Pima! Do not allow this! These places go beside freeways like the 10 or 17 not on Lake Pleasant and Happy Valley. Do the smart thing, not what the pocket book thinks. It will down grade the area I guarantee it. No one wants it to look like LA.

EXHIBIT 8

Robert Kuhfuss

From: Taylor Proudfit [redacted]
Sent: Thursday, June 8, 2023 4:36 PM
To: Robert Kuhfuss
Subject: Re: Hearing for Case No CU 22-08 / SP 22-34

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Thank you!

On Thu, Jun 8, 2023 at 4:14 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

> Sorry for the delay in getting back to you on this. They have not resubmitted and there are no hearing dates have been set. I added you to the notification list.
>
> **Robert H. Kuhfuss, AICP, MPA**
>
> Senior Planner
>
> City of Peoria Planning and Community Development
>
> 9875 North 85th Avenue
>
> Peoria, AZ 85345
>
> T: 623-773-7643
>
> www.peoriaaz.gov
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EXHIBIT 8



From: Taylor Proudfit [redacted]
Sent: Monday, June 5, 2023 11:15 AM
To: Planning & Zoning <planning&zoning@peoriaaz.gov>
Subject: Hearing for Case No CU 22-08 / SP 22-34

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Hi Robert Kuhfuss,

I wanted to check and see when the Planning and Zoning Commission Hearing is for this site? it is not posted on the board that i could see. it says Not Yet Scheduled. I hear that a 3 story building is proposed to be installed here and I live in that community and am not ok with that.

How can i be notified when this hearing is scheduled for?

Thanks,

Taylor Proudfit

EXHIBIT 8

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Sent from Gmail Mobile

EXHIBIT 8

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Monday, May 8, 2023 2:18 PM
To: [redacted]
Cc: Kelly Madrid
Subject: FW: Site Plan and Status for CU 22-08 and SP 22-34

Sheldon,

Regarding both cases, we are told they wish to address city comments and resubmit, but we do not know the timing of the resubmittal; however, I will add you to the list of interested parties so that I can keep you informed.

If you would like to review either file, you would need to file a Public Records Request. You can do that online at Public Records Request | City of Peoria (peoriaaz.gov); however, I might suggest holding off until they resubmit so that you have the latest and greatest iteration.

Hope this is helpful.

Robert H. Kuhfuss, AICP, MPA

Senior Planner

City of Peoria Planning and Community Development

9875 North 85th Avenue

Peoria, AZ 85345

T: 623-773-7643

www.peoriaaz.gov

Hours | Monday – Thursday 7:00am – 6:00pm – CLOSED FRIDAY

EXHIBIT 8



From: Kelly Madrid <Kelly.Madrid@peoriaaz.gov>
Sent: Monday, May 8, 2023 1:53 PM
To: Sheldon Wong [redacted]; InetPlanning <planning@peoriaaz.gov>
Cc: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Subject: RE: Site Plan and Status for CU 22-08 and SP 22-34

Robert,

Can you please contact Sheldon Wong (see email below)

Should you have any questions, please feel free to contact me at 623-773-7312.

Thank You~

Kelly Madrid | Planning Specialist
City of Peoria | Planning and Community Development
9875 N. 85th Avenue Peoria, AZ 85345
P: 623-773-7312 | **F:** 623-773-7245 | kelly.madrid@peoriaaz.gov
Office Hours: Monday through Thursday, 7am - 6pm / **Closed Friday**

From: City of Peoria <webmaster@peoriaaz.gov>
Sent: Monday, May 8, 2023 1:26 PM
To: InetPlanning <planning@peoriaaz.gov>
Subject: Site Plan and Status for CU 22-08 and SP 22-34

Message submitted from the <City of Peoria> website.

Site Visitor Name: Sheldon Wong
Site Visitor Email: [redacted]

I would like to know the status for CU 22-08, and I would like to see the Site Plan for SP 22-34. Thanks.

EXHIBIT 8

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Monday, July 31, 2023 9:14 AM
To: Rob Kuhfuss (office)
Cc: Taylor Earl
Subject: FW: Cibola Vista Self-Storage - 2nd Outreach Meeting
Attachments: 2nd N. Mtg Notification Letter 7.26.23 w Exhibits.pdf

Good morning everyone. As many of you noted, there was a discrepancy in the date of the upcoming outreach meeting. As stated in Taylor Earl's letter, the outreach meeting will be held on **August 14, 2023**, not April 14, 2023. Please accept my sincere apology.

Also, some of you wanted clarity regarding the height of the building. The revised proposal seeks two (2) stories above ground plus a below-grade basement level. The height of the building above grade will be as shown in the revised building elevations that were attached to Mr. Earl's letter.

Thank you and have a nice day.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
623-773-7643
robert.kuhfuss@peoriaaz.gov

City of Peoria | Planning Department
9875 N. 85th Avenue, Peoria, AZ 85345
Monday through Thursday, 7am to 6pm | **Closed Friday**
Peoriaaz.gov/planning

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 6:00 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Cibola Vista Self-Storage - 2nd Outreach Meeting

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

Thank you and have a nice weekend.

Robert H. Kuhfuss, AICP, MPA
Senior Planner

EXHIBIT 8

623-773-7643
robert.kuhfuss@peoriaaz.gov

City of Peoria | Planning Department
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EXHIBIT 8

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Thursday, July 27, 2023 6:00 PM
To: Rob Kuhfuss (office)
Cc: 'Taylor Earl'
Subject: Cibola Vista Self-Storage - 2nd Outreach Meeting
Attachments: 2nd N. Mtg Notification Letter 7.26.23 w Exhibits.pdf

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

Thank you and have a nice weekend.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
623-773-7643
robert.kuhfuss@peoriaaz.gov

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EXHIBIT 8

Robert Kuhfuss

From: Darcee [redacted]
Sent: Friday, July 28, 2023 8:25 AM
To: Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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He. Can you clarify the date for the meeting? The date listed below has already passed.

On Thu, Jul 27, 2023 at 6:04 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

> Good evening everyone.
>
> Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.
>
> Thank you and have a nice weekend.
>
> **Robert H. Kuhfuss, AICP, MPA**
>
> Senior Planner
>
> 623-773-7643
>
> robert.kuhfuss@peoriaaz.gov
>
> **City of Peoria | Planning Department**
>
> 9875 N. 85th Avenue, Peoria, AZ 85345
>
> Monday through Thursday, 7am to 6pm | **Closed Friday**

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//Peoriaaz.gov/planning



--
Thanks,

Darcee Bowen

EXHIBIT 8

Robert Kuhfuss

From: Nate Cottrell [redacted]
Sent: Friday, July 28, 2023 8:27 AM
To: Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Good morning Robert,
Can you verify the date of that new meeting? You listed April in your previous email.

Nate Cottrell

[redacted]

On Thu, Jul 27, 2023 at 6:04 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

> Good evening everyone.
>
> Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.
>
> Thank you and have a nice weekend.
>
> **Robert H. Kuhfuss, AICP, MPA**
>
> Senior Planner
>
> 623-773-7643
>
> robert.kuhfuss@peoriaaz.gov

EXHIBIT 8

City of Peoria | Planning Department

9875 N. 85th Avenue, Peoria, AZ 85345

Monday through Thursday, 7am to 6pm | **Closed Friday**

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EXHIBIT 8

Robert Kuhfuss

From: Nate Cottrell [redacted]
Sent: Wednesday, August 9, 2023 1:29 PM
To: Robert Kuhfuss
Subject: Re: Lake Pleasant parkway corridor specific area plan

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Perfect! Thank you.
I didn't think to look in the design guidelines for it. I was focusing on the zoning codes and overlays.

Nate Cottrell

[redacted]

On Wed, Aug 9, 2023 at 1:19 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

> Nate,
>
> Take a look at Pages 4-25 through 4-34 of the Community Design Guidelines at City Codes and Regulations | City of Peoria (peoriaaz.gov). Also, take a look at Section 21-819 of the Peoria Zoning Ordinance Chapter 21 ZONING (amlegal.com).
>
> Thanks
>
> **Robert H. Kuhfuss, AICP, MPA**
>
> Senior Planner
>
> 623-773-7643
>
> robert.kuhfuss@peoriaaz.gov

EXHIBIT 8

City of Peoria | Planning Department

9875 N. 85th Avenue, Peoria, AZ 85345

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From: Nate Cottrell [redacted]
Sent: Wednesday, August 9, 2023 9:56 AM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Subject: Lake Pleasant parkway corridor specific area plan

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Good morning Robert,

I'm looking at the Cibola Vista Self-storage application and was wondering if you had a map for the Lake Pleasant Parkway corridor.

Specifically, the urban/suburban/rural boundaries identified in the narrative.

EXHIBIT 8

I can't seem to find the boundary map on Peoria's website.

Thanks.

Nate Cottrell

[redacted]

EXHIBIT 8

Robert Kuhfuss

From: Ryan Ensminger [redacted]
Sent: Thursday, July 27, 2023 7:14 PM
To: Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

April or August?

Sent from my iPhone

On Jul 27, 2023, at 18:04, Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

Thank you and have a nice weekend.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
623-773-7643
robert.kuhfuss@peoriaaz.gov

City of Peoria | Planning Department
9875 N. 85th Avenue, Peoria, AZ 85345
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<image001.jpg>

<2nd N. Mtg Notification Letter 7.26.23 w Exhibits.pdf>

EXHIBIT 8

Robert Kuhfuss

From: Cherlyn Faulds [redacted]
Sent: Friday, July 28, 2023 9:00 AM
To: Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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April 14, 2023 has already passed. Did you mean August ???

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 7:00 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Cibola Vista Self-Storage - 2nd Outreach Meeting

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

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EXHIBIT 8

Robert Kuhfuss

From: Franz Forman [redacted]
Sent: Thursday, July 27, 2023 7:55 PM
To: Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Robert, just to clarify, do you mean August 14 instead of April 14?

On Jul 27, 2023, at 6:04 PM, Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

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<image001.jpg>

<2nd N. Mtg Notification Letter 7.26.23 w Exhibits.pdf>

EXHIBIT 8

Robert Kuhfuss

From: [redacted]
Sent: Sunday, July 30, 2023 10:28 AM
To: Robert Kuhfuss
Subject: RE: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Robert

Your email states meeting is April 14, 2023. Is this correct?

Joel A Fredericks

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 6:00 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Cibola Vista Self-Storage - 2nd Outreach Meeting

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

Thank you and have a nice weekend.

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robert.kuhfuss@peoriaaz.gov

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EXHIBIT 8

Robert Kuhfuss

From: [redacted]
Sent: Thursday, July 27, 2023 9:14 PM
To: Robert Kuhfuss
Cc: 'Taylor Earl'
Subject: RE: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Monday April 14, 2023??

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 6:00 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Cibola Vista Self-Storage - 2nd Outreach Meeting

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

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Robert Kuhfuss

From: Jessica Larsen [redacted]
Sent: Friday, July 28, 2023 5:39 PM
To: Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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The meeting is August 14th? In this letter it says April.

On Thu, Jul 27, 2023 at 7:04 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

> Good evening everyone.
>
> Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.
>
> Thank you and have a nice weekend.
>
> **Robert H. Kuhfuss, AICP, MPA**
>
> Senior Planner
>
> 623-773-7643
>
> robert.kuhfuss@peoriaaz.gov
>
> **City of Peoria | Planning Department**
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EXHIBIT 8

Robert Kuhfuss

From: Deb Mueldener [redacted]
Sent: Thursday, July 27, 2023 6:18 PM
To: Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting
Attachments: image001.jpg

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

Is this the correct date? It says April.

On Thu, Jul 27, 2023, 6:04 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

> Good evening everyone.
>
> Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.
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> Thank you and have a nice weekend.
>
> **Robert H. Kuhfuss, AICP, MPA**
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> Senior Planner
>
> 623-773-7643
>
> robert.kuhfuss@peoriaaz.gov
>
> **City of Peoria | Planning Department**
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> 9875 N. 85th Avenue, Peoria, AZ 85345

EXHIBIT 8

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EXHIBIT 8

Robert Kuhfuss

From: Ron Newhouse [redacted]
Sent: Friday, July 28, 2023 8:33 AM
To: Taylor Proudfit; Mike [redacted]; Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Tay, what does this mean? Why the text re a meeting on April 14, 2023? And you sent it to the Peoria planner.

From: Taylor Proudfit [redacted]
Sent: Thursday, July 27, 2023 11:47 PM
To: Mike [redacted]; Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>; Ron Newhouse [redacted]
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

On Thu, Jul 27, 2023 at 6:04 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

Thank you and have a nice weekend.

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robert.kuhfuss@peoriaaz.gov

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EXHIBIT 8



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Sent from Gmail Mobile

EXHIBIT 8

Robert Kuhfuss

From: Robin Porter [redacted]
Sent: Friday, July 28, 2023 9:19 AM
To: Robert Kuhfuss
Cc: Taylor Earl
Subject: RE: EXTERNAL EMAIL: Cibola Vista Self-Storage - 2nd Outreach Meeting

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When is the outreach meeting? The date listed below is in the past.

Thank you,
Robin Porter
[redacted]



From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 6:00 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: EXTERNAL EMAIL: Cibola Vista Self-Storage - 2nd Outreach Meeting

Good evening everyone.

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Thank you and have a nice weekend.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
623-773-7643
robert.kuhfuss@peoriaaz.gov

City of Peoria | Planning Department

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Robert Kuhfuss

From: Taylor Proudfit [redacted]
Sent: Thursday, July 27, 2023 11:48 PM
To: Mike [redacted]; Robert Kuhfuss; ronnewhouse [redacted]
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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On Thu, Jul 27, 2023 at 6:04 PM Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

> Good evening everyone.
>
> Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.
>
> Thank you and have a nice weekend.

Robert H. Kuhfuss, AICP, MPA

Senior Planner

623-773-7643

robert.kuhfuss@peoriaaz.gov

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EXHIBIT 8



--
Sent from Gmail Mobile

EXHIBIT 8

Robert Kuhfuss

From: [redacted]
Sent: Friday, July 28, 2023 4:59 PM
To: Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Hi Im thinking there's been a typo .. I think you wanted to type AUGUST 14, not APRIL 14.

On Thursday, July 27, 2023 at 06:10:22 PM MST, Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

Thank you and have a nice weekend.

Robert H. Kuhfuss, AICP, MPA

Senior Planner

623-773-7643

robert.kuhfuss@peoriaaz.gov

City of Peoria | Planning Department

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EXHIBIT 8

Robert Kuhfuss

From: Taylor Earl <tearl@EarlCurley.com>
Sent: Friday, July 28, 2023 9:26 AM
To: [redacted]; Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Hi there. There was a typo in the city's email below. If you look at the letter we sent, it correctly lists the meeting in August. Let us know if you have any questions.

Sincerely,

Taylor C. Earl
Managing Partner
Earl & Curley
(602) 265-0094
3101 N. Central Avenue
Suite 1000
Phoenix, Arizona 85012
www.earlcurley.com

This message and any and all attachments may be confidential and/or privileged. If you are not the intended recipient, you are hereby notified that any dissemination, duplication, retention, or unauthorized use of this information is strictly prohibited and no privilege has been waived by your inadvertent receipt. Please notify the sender immediately and then completely delete this message and any and all attachments. Thank you.

From: [redacted]
Sent: Thursday, July 27, 2023 9:14:27 PM
To: 'Robert Kuhfuss' <robert.kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: RE: Cibola Vista Self-Storage - 2nd Outreach Meeting

Monday April 14, 2023??

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 6:00 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Cibola Vista Self-Storage - 2nd Outreach Meeting

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for

EXHIBIT 8

Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

Thank you and have a nice weekend.

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Robert Kuhfuss

From: Taylor Earl <tearl@EarlCurley.com>
Sent: Friday, July 28, 2023 9:27 AM
To: Robin Porter; Robert Kuhfuss
Subject: Re: EXTERNAL EMAIL: Cibola Vista Self-Storage - 2nd Outreach Meeting

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From: Robin Porter [redacted]
Sent: Friday, July 28, 2023 9:19:17 AM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: RE: EXTERNAL EMAIL: Cibola Vista Self-Storage - 2nd Outreach Meeting

When is the outreach meeting? The date listed below is in the past.

Thank you,
Robin Porter
[redacted]

EXHIBIT 8

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 6:00 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: EXTERNAL EMAIL: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Robert Kuhfuss

From: Taylor Earl <tearl@EarlCurley.com>
Sent: Friday, July 28, 2023 10:47 AM
To: 'BRYAN TRIPPE'
Cc: Robert Kuhfuss
Subject: RE: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Yep, my pleasure. Have a great weekend and let me know if other questions occur to you. We're here as a resource.

Taylor C. Earl
Managing Partner
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From: BRYAN TRIPPE [redacted]
Sent: Friday, July 28, 2023 10:30 AM
To: Taylor Earl <tearl@EarlCurley.com>; Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

Thank you for clarifying that and responding so quickly.

From: Taylor Earl <tearl@EarlCurley.com>
Sent: Friday, July 28, 2023 9:37 AM
To: BRYAN TRIPPE [redacted]; Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

EXHIBIT 8

Yes, the project now includes a basement. It's a more expensive process, but the client was willing to do that. When we were making the reference to the height, we were focusing on the building portion above ground because we understood that to be the element people cared most about. But, thank you for the opportunity to make that clarification.

Robert, perhaps you could email this out to the group since I don't have access to the emails. Perhaps other people will have the same question.

Sincerely,

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From: BRYAN TRIPPE [redacted]
Sent: Friday, July 28, 2023 9:29:15 AM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

Good morning,
I noticed the proposed architectural site plan still says PER FLOOR 33,008 S.F. (**X3 STORY**) 100,332 S.F. but your letter says **2** STORY.

Thank you,
Bryan Trippe

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 6:00 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Cibola Vista Self-Storage - 2nd Outreach Meeting

EXHIBIT 8

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Thank you and have a nice weekend.

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robert.kuhfuss@peoriaaz.gov

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Robert Kuhfuss

From: BRYAN TRIPPE [redacted]
Sent: Friday, July 28, 2023 10:30 AM
To: Taylor Earl; Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Thank you for clarifying that and responding so quickly.

From: Taylor Earl <tearl@EarlCurley.com>
Sent: Friday, July 28, 2023 9:37 AM
To: BRYAN TRIPPE [redacted]; Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Robert, perhaps you could email this out to the group since I don't have access to the emails. Perhaps other people will have the same question.

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From: BRYAN TRIPPE [redacted]
Sent: Friday, July 28, 2023 9:29:15 AM
To: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>

EXHIBIT 8

Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

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Thank you,
Bryan Trippe

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 6:00 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Cibola Vista Self-Storage - 2nd Outreach Meeting

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

Thank you and have a nice weekend.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
623-773-7643
robert.kuhfuss@peoriaaz.gov

City of Peoria | Planning Department
9875 N. 85th Avenue, Peoria, AZ 85345
Monday through Thursday, 7am to 6pm | **Closed Friday**
//Peoriaaz.gov/planning



EXHIBIT 8

Robert Kuhfuss

From: Tina Trippe [redacted]
Sent: Thursday, July 27, 2023 6:07 PM
To: Robert Kuhfuss
Subject: Re: Cibola Vista Self-Storage - 2nd Outreach Meeting

⚠⚠This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.⚠⚠

April 14, 2023?

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 6:00:13 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Cibola Vista Self-Storage - 2nd Outreach Meeting

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EXHIBIT 8



EXHIBIT 8

From: Kirk Baumgartner
To: Robert Kuhfuss
Subject: RE: Cibola Vista Self-Storage - 2nd Outreach Meeting documents with annotations
Date: Tuesday, August 15, 2023 2:05:33 PM
Attachments: image001.jpg
Notice of Second Neighborhood Meeting - annotated.pdf
Importance: High

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good afternoon Robert,
As I stated after the meeting yesterday evening, attached are the second community meeting documents with my annotations. These annotations are based upon discussions during the meeting, as well as my opinion and those of others in attendance. I trust they will be taken under serious consideration by both the city and the developer with appropriate changes being made to protect our PVHOA community interests.

Should you have any questions or need clarification, please feel free to contact me.

Sincerely,
Kirk B.

From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Monday, July 31, 2023 9:14 AM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: FW: Cibola Vista Self-Storage - 2nd Outreach Meeting

Good morning everyone. As many of you noted, there was a discrepancy in the date of the upcoming outreach meeting. As stated in Taylor Earl's letter, the outreach meeting will be held on **August 14 2023** not April 14, 2023. Please accept my sincere apology.

Also, some of you wanted clarity regarding the height of the building. The revised proposal seeks two (2) stories above ground plus a below-grade basement level. The height of the building above grade will be as shown in the revised building elevations that were attached to Mr. Earl's letter.

Thank you and have a nice day.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
623-773-7643
robert.kuhfuss@peoriaaz.gov

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From: Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov>
Sent: Thursday, July 27, 2023 6:00 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Cc: Taylor Earl <tearl@EarlCurley.com>
Subject: Cibola Vista Self-Storage - 2nd Outreach Meeting

Good evening everyone.

Please see attached outreach letter from Taylor Earl, who now represents the applicant. They have redesigned the project and would like to share their new design with you. To that end, they have scheduled an outreach meeting for Monday, April 14, 2023 between 5:00 PM to 7:00 PM at the WestWing Mountain Community Center located at 27008 N. High Desert Drive in Peoria. Some of you will also receive this letter via mail.

Thank you and have a nice weekend.

Robert H. Kuhfuss, AICP, MPA
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EXHIBIT 8

Earl & Curley
ZONING & LAND USE LAW

July 26, 2023

Dear Community Member,

This is a follow up letter to a prior communication regarding a proposed internal self-storage building on the infill parcel shown in the map to the right (at the northwest corner of Lake Pleasant Parkway and Cibola Vista Drive).



We want to thank all those who provided feedback to us, including in our prior neighborhood meeting. We greatly benefited from that feedback. After that meeting and other meetings with City staff, we have been working on significantly modifying the project's design to be more compatible with the area.

One significant change is that we have reduced the height of the proposed building from three stories to two stories to create a better condition for the neighborhood to the west and to be more compatible with the design of the broader area. We have also incorporated architectural elements from the Cibola Vista Resort and Spa across the street so that this proposed building better fits into the fabric of the community.

The subject request is for a conditional use permit. To be clear, this is not a change of zoning. The property is already zoned for commercial uses. But in a location such as this, and on a parcel shaped like this one, most commercial uses would not be appropriate or practical. The parcel is right up against residential homes, is shaped like a narrow triangle that comes to a point on the south side, and is small for a commercial parcel.

Other permitted commercial uses on this site would not require a conditional use permit and could proceed forward without extra permission from the City. However, many of those commercial uses would generate too much noise and activity next to the neighborhood to the west and would be a nuisance; would have a footprint and parking area that would be too large to fit on this triangle parcel (like a day care that might cause traffic to back up into the street); and/or would come with two-story or three-story windows with views into residential yards to the west (like an office building).

The proposed development avoids each of these issues. Self-storage facilities are often placed next to neighborhoods on difficult infill parcels because they are incredibly quiet, with very little day-to-day traffic. Customers store their belongings but do not regularly return to access them. The facility is also able to nicely fit on this odd-shaped parcel in part because with so few people

EXHIBIT 8

accessing the facility, we don't need a large parking lot. And because people aren't working or residing in the building, like with an office building, windows that would normally face toward the neighborhood to the west are not needed.

As noted above, after a prior neighborhood meeting, our client has agreed to reduce the height of the building from three stories to two stories. He's also increased the tree buffer on the west side of the building to act as a screen between the building and the neighbors (this can be seen in the below conceptual rendering—full sized image attached).



He has also enhanced the building architecture to be more compatible with the architectural design of the area (shown in the conceptual rendering below—full sized image attached).



We heard loud and clear that the project's appearance off of Lake Pleasant Parkway is important to the community. And that is why we have made such significant changes to the design of the building. Although this is only a conditional *use* permit application, we also know that appearance is important. And so we're grateful for the community feedback in this regard.

EXHIBIT 8

The proposed storage facility will be a fully enclosed climate-controlled building. There will be no outdoor storage and all storage will occur indoors. The hours of operation have been limited based on neighbor feedback and will be from 7am to 9pm. All activities will be monitored by state-of-the-art security cameras and customers will use a card and pin system to access the building during business hours. The operations team will know who came, when they came, what they did while they were on site, and when they left.

Commercial parcels up against residential neighborhoods are always challenging. But this use would be quiet and secure; the building would be comparable in height to a two-story home; and it would serve as an effective sound barrier between the traffic on Lake Pleasant Parkway and the neighborhood to the west.

Attached to this letter we have included a copy of the revised site plan, new color elevations, and conceptual renderings to help you get a better sense of what the project would look like.

Neighborhood Meeting Information

This follow up neighborhood meeting will be held in an open house format so that you can come and go at your convenience and have individual conversations with team members. The doors will open at 5pm, and we will be there until 7pm. You can come anytime during that two-hour window.

Here are the details:

Location: 27008 N High Desert Drive, Peoria AZ 85383. (West Wing Mountain Community Center)

Date/Time: Monday, August 14th, 2023; between 5pm and 7pm

Format: Open House. You can come and look at exhibit boards, talk to team members, ask questions, and provide your feedback. We are sincere in our desire to hear from you and talk to you.

We were ready to return to the community earlier in the summer but we delayed the meeting to make sure people were back from summer vacations. That being said, we know some people still may not be able to make it. If that is the case, please contact me (Taylor Earl) or our office's principal planner helping with this project, Michael Buschbacher, at 602-265-0094 or by email at mbuschbacher@earlcurley.com to learn more about the case, ask any questions, and express your opinions.

Sincerely,

[redacted]

Taylor Earl
Managing Partner
o (602) 265-0094

EXHIBIT 8

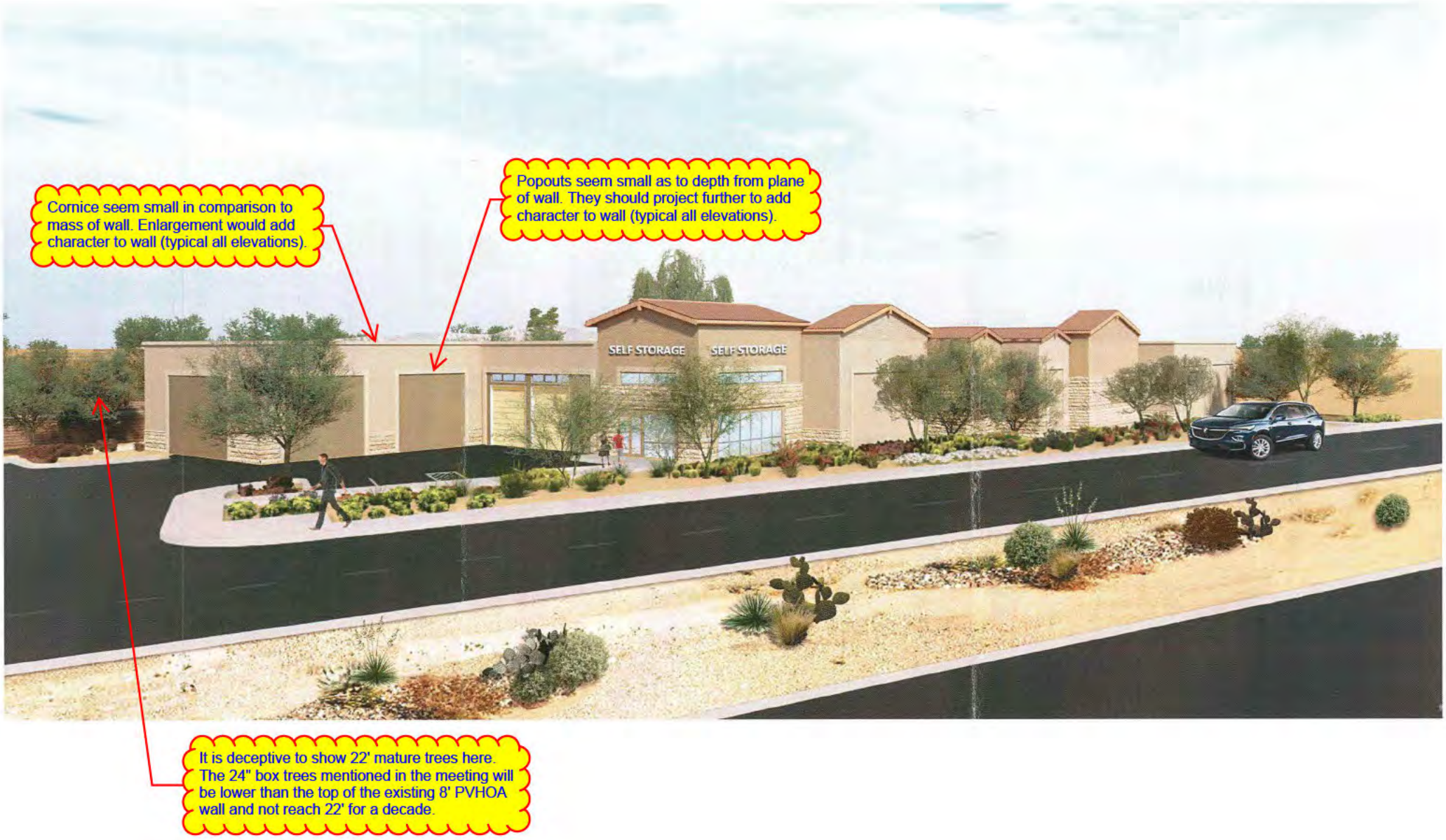

Cornice seem small in comparison to mass of wall. Enlargement would add character to wall (typical all elevations).
Popouts seem small as to depth from plane of wall. They should project further to add character to wall (typical all elevations).
SELF STORAGE
SELF STORAGE
It is deceptive to show 22' mature trees here. The 24" box trees mentioned in the meeting will be lower than the top of the existing 8' PVHOA wall and not reach 22' for a decade.

EXHIBIT 8


It is del berately deceptive to show 22' mature trees here. The 24" box trees mentioned in the meeting will be lower than the top of the existing 8' PVHOA wall and not reach 22' for a decade.
Note that there still is an ~240' long by ~17' tall (above our existing 8' tall wall) large mass of wall that will be the view of multiple PVHOA residents. Making it as appealing as possible is paramount.

EXHIBIT 8

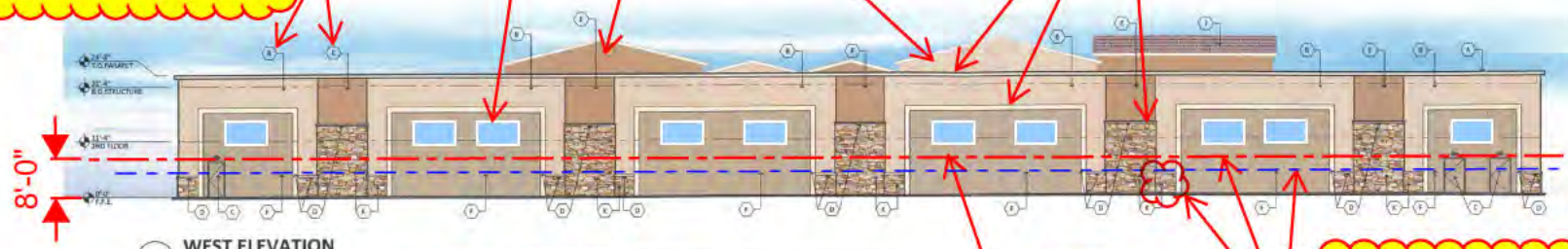
Potential faux windows of stucco a different color with perimeter popout along entire wall (typ). *We do **not** want glass to avoid heat reflection and glare.*

These dead air spaces will need to be vented. How will this be done? Visible louvered vents?

The massing of the N & W elevations must be relieved with planar dimensional changes via the faux columns shown, an enhanced / larger cornice, enhanced popouts, the addition of faux windows with perimeter popouts, etc.

Is the "E" brown stucco accent 'column' projected out from the "B" tan stucco field?

MATERIAL AND COLORS



1 WEST ELEVATION
SCALE: 3/32"=1'-0"

T.O.W. for PVHOA.

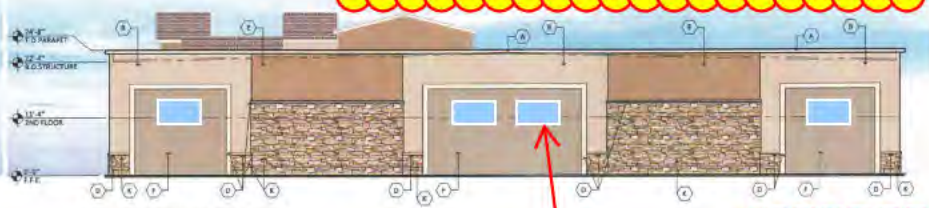
All faux stone below top of PVHOA wall (red dashed line) will not be seen by 99% of the PVHOA people and thus is a waste of money. Even the faux stone below the line of sight from two-story PVHOA homes (blue dashed line) will not be seen by the other 1% of the PVHOA people.

Where are control joints in other areas of stucco?

Are these control joints?



2 SOUTH ELEVATION
SCALE: 3/32"=1'-0"



3 NORTH ELEVATION
SCALE: 3/32"=1'-0"

See comment at left.

A 2' parapet is insufficient to screen HVAC units if it is decided to install packaged units atop the roof.

Potential faux windows of stucco a different color with perimeter popout to carry similar look as west elevation (typ).

ELEVATION GENERAL NOTES



4 EAST ELEVATION
SCALE: 3/32"=1'-0"

RKAA ARCHITECTS, INC

PROPOSED SELF STORAGE FACILITY
N'WC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
DATE: 04-19-2023 (PRELIMINARY)

EL-1

RKAA# 22048.50

Typical faux window with perimeter popout

Note that these proposed faux windows *are not glass*; rather just stucco of a different color and finish (smooth) to 'look like glass' with perimeter popout for accent in order to break up the huge mass of brown stucco that is this building.

Smooth finish stucco painted to 'simulate' the glass at building's entry.

EXHIBIT 8

What are existing soils conditions? What type of excavation equipment will be utilized for construction (standard or rock-breaking ramhoes, etc.)? Given the area's propensity for caliched rock, this is a concern for both noise for the PVHOA community, as well as vibration, which may damage the existing PVHOA wall and/or houses.

PROJECT DIRECTORY

SITE DATA

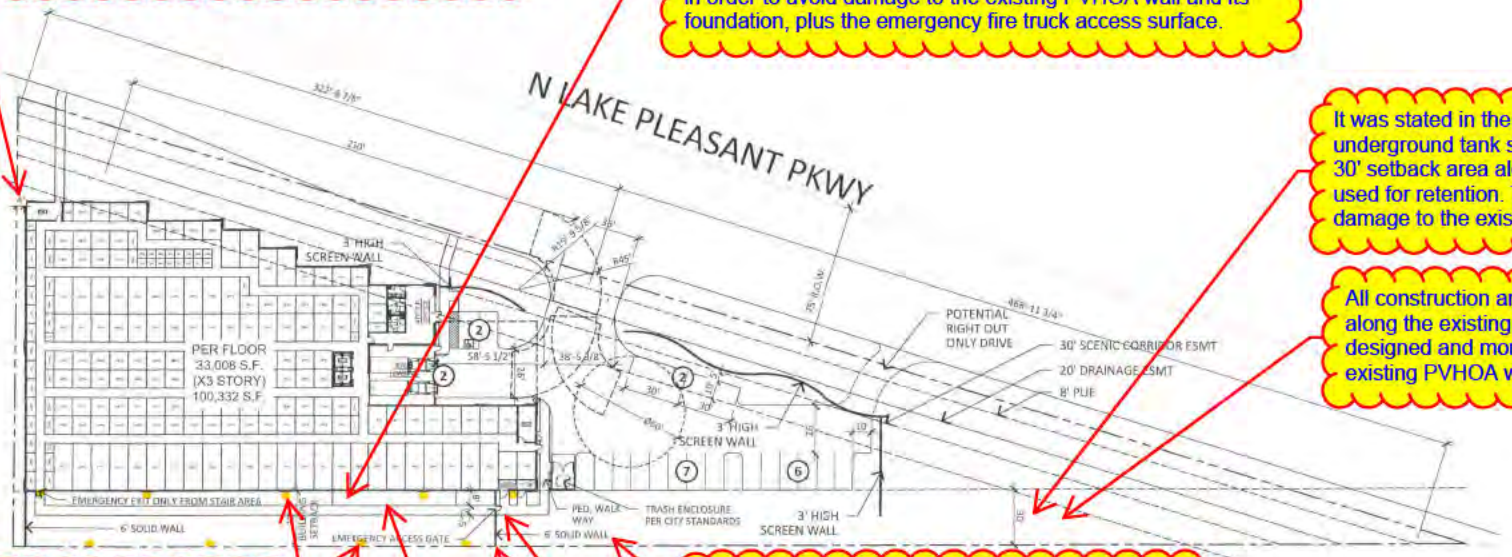
PARKING DATA

> What is to occur with this 4' dead space, both now and in the future?
> Will it be landscaped now?
> If the future northern neighbor wants a wall there, how is the 4'+ dead space to be dealt with for maintenance and security?

It was stated in the meeting that all rain runoff from the building roof is to be conveyed via downspouts to underground pipe routed to the tank storage under the parking area AND that no surface drainage will be utilized for such within the 30' setback area along the existing PVHOA wall. This must be adhered to in order to avoid damage to the existing PVHOA wall and its foundation, plus the emergency fire truck access surface.

It was stated in the meeting that all retention is to be via underground tank storage under the parking area AND that the 30' setback area along the existing PVHOA wall will not be used for retention. This must be adhered to in order to avoid damage to the existing PVHOA wall and its foundation.

All construction and grading within the 30' setback area along the existing PVHOA wall will need to be carefully designed and monitored in order to avoid damage to the existing PVHOA wall and its foundation.



To ensure enough lighting in 'alley' but not too many shining at PVHOA community, mount half of the lights along the existing all.

Use steel picket fence for visual monitoring of 'alley'.

Gate will need to be larger / wider to accommodate a fire truck.

SITE PLAN
SCALE: 1" = 30'-0"



VICINITY MAP
SCALE: N.T.S.

RKAA ARCHITECTS, INC

As discussed in the meeting, not all HVAC condensers can be located in this area for reasons of:
1) Excessive noise for the PVHOA community.
2) Line set lengths will be too long for efficient functionality of units.

N & S walls must not be allowed to structurally tie into the existing PVHOA wall. An open or caulked only isolation joint should be used.

PROPOSED SELF STORAGE FACILITY
NWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
DATE: 04-26-2023(PRELIMINARY)

SP-1

RKAA# 22048.SU

SP22-34/ CU22-08

EXHIBIT 8

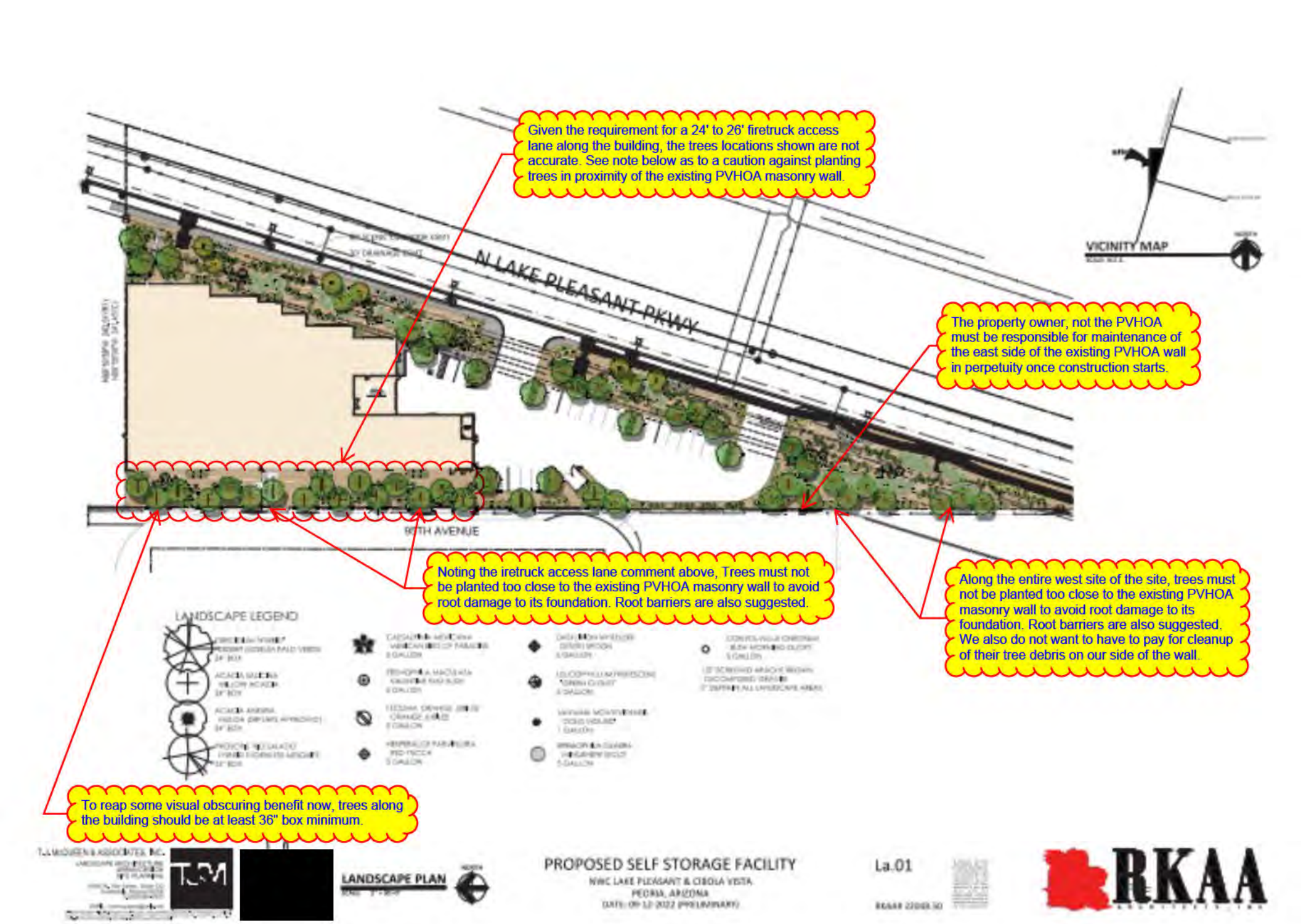

Given the requirement for a 24' to 26' firetruck access lane along the building, the trees locations shown are not accurate. See note below as to a caution against planting trees in proximity of the existing PVHOA masonry wall.
VICINITY MAP
N LAKE PLEASANT PKWY
The property owner, not the PVHOA must be responsible for maintenance of the east side of the existing PVHOA wall in perpetuity once construction starts.
99TH AVENUE
Noting the iretruck access lane comment above, Trees must not be planted too close to the existing PVHOA masonry wall to avoid root damage to its foundation. Root barriers are also suggested.
Along the entire west site of the site, trees must not be planted too close to the existing PVHOA masonry wall to avoid root damage to its foundation. Root barriers are also suggested. We also do not want to have to pay for cleanup of their tree debris on our side of the wall.
LANDSCAPE LEGEND
To reap some visual obscuring benefit now, trees along the building should be at least 36" box minimum.
LANDSCAPE PLAN
PROPOSED SELF STORAGE FACILITY
NWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
La.01
RKAA

EXHIBIT 8

From: Robert Kuhfuss
To: David Tedesco
Date: Wednesday, September 25, 2024 5:23:00 PM

Mr. Tedesco,

Thank you for the email. Yes. They made substantial changes since the original submittal. At that second outreach meeting, the applicant presented several proposed changes and have since refined the design further. For instance, they went from a 3-story building at a height of 41 feet to a 2-story building with a basement at a height of 25' above grade. They also added architectural features on all four sides to increase the visual interest of the building and shifted their A/C units to behind a screen wall along the front of the building as opposed to the back of the building or on the roof.

We are in the process of preparing the Commission Packet. Once that is done, you will be able to download the packet and review the changes along with the staff report and other documents. You'll be able to access those materials at Planning Boards and Commissions | City of Peoria (peoriaaz.gov)

Hope this is helpful.

Thank you again.

Robert H. Kuhfuss, AICP, MPA
Senior Planner
623-773-7643
robert.kuhfuss@peoriaaz.gov

City of Peoria | Planning Department
9875 N. 85th Avenue, Peoria, AZ 85345
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From: David Tedesco [redacted]
Sent: Wednesday, September 25, 2024 4:39 PM
To: Robert Kuhfuss <Robert.Kuhfuss@peoriaaz.gov>
Subject: Conditional Use Permit: CU22-08 (Cibola Vista Self Storage)

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when opening attachments or clicking on links. ⚠ ⚠

Hi Robert,
I received a postcard of an upcoming hearing for the above-referenced project at the Planning and Zoning Commission on October 17, 2024.
I have not heard any information on this project for over a year. Have there been any proposed changes to the application since the original application? Attached is the last communication I received.

David M. Tedesco [redacted]

Please consider the environment before printing.

From: Doreen P
To: InetPlanning
Subject: Cibola Vista Self-Storage Vote NO
Date: Monday, October 14, 2024 10:57:32 AM

Some people who received this message don't often get email from [redacted] Learn why this is important

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

I am writing in regards to the application for a self storage unit by Cibola Vista on the NW corner of Lake Pleasant Pkwy and Cibola Vista Dr. that the planning and zoning meeting will be voting on.

My understanding is that the city of Peoria was not allowing new storage facilities on prime land in highly desirable residential or targeted commercial areas so curious why this is coming up to a vote by the P&Z but not the city council? We should be preserving this land for more desirable services or amenities that complement our rapidly growing area in north Peoria. The city also claims to be prioritizing creation of 'good paying jobs' which this certainly does not achieve. People who need storage facilities can certainly drive a littler farther to access their stuff that does not fit in their homes or garages. This land is better suited for more desirable amenities then a 2-3 story storage unit next to a resort and residential neighborhoods.

Thank you,

Sincerely,
Doreen Power
Peoria Resident

From: webmaster@peoriaaz.gov
To: InetPlanning
Subject: NEW Public Comment on Development
Date: Monday, September 30, 2024 11:08:42 AM

A new entry to a form/survey has been submitted.

Form Name:	Planning - Public Comment Form
Date & Time:	09/30/2024 11:08 AM
Response #:	57
Submitter ID:	86964
IP address:	[redacted]
Time to complete:	34 min. , 0 sec.

Survey Details

Page 1

1. Name

Kimberly Corey

2. Phone Number

[redacted]

3. Email Address

[redacted]

4. Project Name

LPP Mini Storage Units

5. Project Case Number

CU22-08

6. Project Location

Lake Pleasant across from Cibola Vista

7. Please provide your feedback on this project:

Hello, my name is Kimberly Corey.

I live at [redacted] I have been a Peoria resident since the early 90s. I briefly moved into the city of Glendale, but returned back into the Peoria city limits due to the overgrowth of commercial property that the city of Glendale was allowing in the residential areas. I have lived on [redacted] 2011 and I love it here. I have watched the neighborhood and surrounding areas develop nicely. Up until now I feel that the new commercial properties that have been approved have been done so keeping the residential

areas residential. The proposal for the Cibola Vista storage unit is TOO CLOSE AND TOO BIG to be placed on that small sliver of land. My home is directly over that wall and the storage facility would greatly impact my property value and the love I have for my home.

There are two other storage units that are close by so I don't feel that there is a need for this and if the city feels that there is indeed a need for a third self storage facility. It should be placed away from residential areas. Please ask yourself how you would feel if this was built over your wall? Please try to relate to the residence that are voicing concern. A self storage facility of this size is cheapening North Peoria and making it resemble downtown Glendale. North Peoria is growing to be a sought-after place to live just like North Scottsdale. If you take a drive down to north Scottsdale you will see that they have left quite a bit of undeveloped land next to the residential areas. That is part of the draw that makes it a sought after place to live.

Please also keep in mind that the homes in this area are worth 800K to over 1 million. This is not low income area, at least not yet.

I am asking that you please deny the proposal for such an eyesore and help keep our North Peoria residential community what it is; a beautiful sought after residential area where people are moving to escape the crazy hustle and bustle of the busy city.

Respectfully,
Kim Corey
[redacted]

Thank you,
City of Peoria

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: webmaster@peoriaaz.gov
To: InetPlanning
Subject: NEW Public Comment on Development
Date: Wednesday, September 25, 2024 6:17:55 PM

A new entry to a form/survey has been submitted.

Form Name:	Planning - Public Comment Form
Date & Time:	09/25/2024 6:17 PM
Response #:	56
Submitter ID:	86861
IP address:	[redacted]
Time to complete:	6 min. , 3 sec.

Survey Details

Page 1

1. Name

Charity Best

2. Phone Number

[redacted]

3. Email Address

[redacted]

4. Project Name

Cibola Vista Mini Storage

5. Project Case Number

CU22-08

6. Project Location

West of Lake Pleasant Pkwy & North Buckhorn

7. Please provide your feedback on this project:

This project is not welcome backed up to our community. This storage unit directly affects me and my family and our privacy. There are multiple other storage units that are not at capacity in the area. It brings nothing to our community and it does not aline with the vision that the Pleasant Valley promotes or has promised. Please do not allow this to occupy this tiny piece of land.

Thank you,
City of Peoria

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: [redacted]
To: Robert Kuhfuss
Subject: Re: CU22-08 Cibola Vista Self-Storage scheduled for Planning and Zoning Commission on October 17th
Date: Tuesday, October 15, 2024 7:57:59 PM
Attachments: LPP Storage Plans - KB annotated.pdf
image001.jpg

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

Good morning Robert,
A few days ago, we received a notice of neighborhood meeting set for tomorrow, October 16th at 5:30 pm from the applicant. In the notice, a revised site plan and elevations were provided. I took some time to review these drawings and annotated with my comments - see attached. I will present such to the applicant tomorrow as well. Perhaps I'll see you there.

Kirk B.

On Thursday, September 26, 2024 at 10:14:09 PM MST, Robert Kuhfuss <robert.kuhfuss@peoriaaz.gov> wrote:

Hello everyone. Hope this email finds you well.

Please be advised that the aforementioned case has been scheduled for the Planning and Zoning Commission hearing on October 17, 2024 at 6:00 PM at the Peoria Council Chambers located at 8401 W. Monroe St. We are in the process of preparing the Commission Packet, which you may review online once published. You'll be able to access those materials at Planning Boards and Commissions | City of Peoria (peoriaaz.gov) on or around October 10th. As always, you are welcome to provide written comment or speak at the hearing.

Respectfully,

Robert H. Kuhfuss, AICP, MPA

Senior Planner

623-773-7643

robert.kuhfuss@peoriaaz.gov

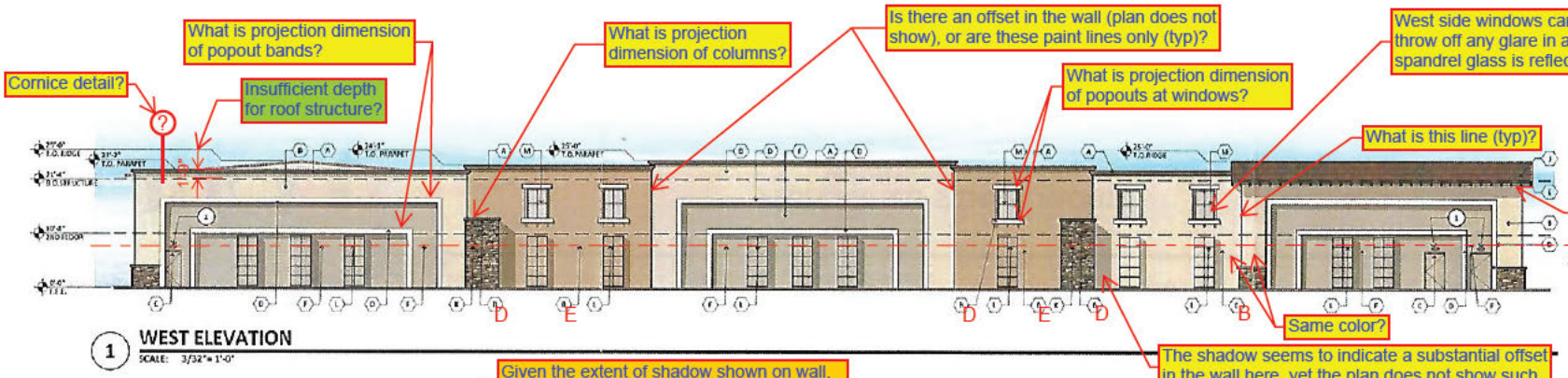
City of Peoria | Planning Department

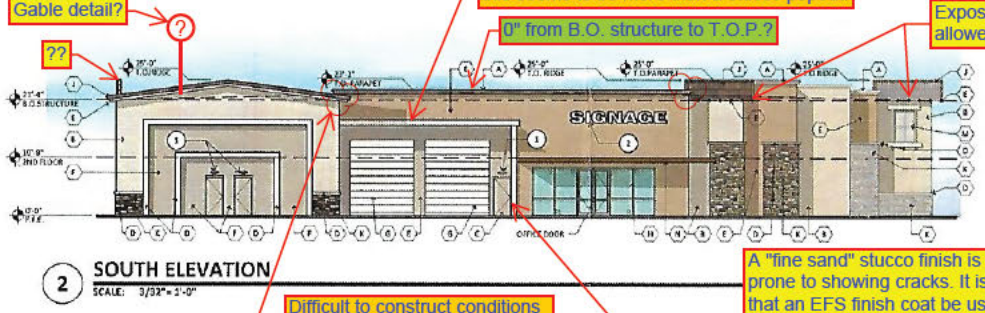
9875 N. 85th Avenue, Peoria, AZ 85345

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General







A "fine sand" stucco finish is much more prone to showing cracks. It is suggest that an EFS finish coat be used (typ).

MATERIAL AND COLORS

A	CAP FLASHING - PAINT COLOR TO MATCH: MFG: DUNN EDWARDS COLOR: SAND CASTLE SPEC #: DE5240	F	STUCCO - PAINT COLOR TO MATCH: FINISH: FINE SAND MFG: DUNN EDWARDS COLOR: SORREL FELT SPEC #: DE5E24
B	STUCCO - PAINT COLOR TO MATCH: FINISH: FINE SAND MFG: DUNN EDWARDS COLOR: CORAL CLAY SPEC #: DE5259	G	ROLL UP DOOR: MFG: RYTEC SPEC: 24 GA 2" INSUL UP COLOR: RAL 1019
C	HOLLOW METAL DOOR - PAINT COLOR TO MATCH: MFG: DUNN EDWARDS COLOR: CORAL CLAY SPEC #: DE5259	H	ALUMINUM STOREFRONT: MFG: KAWNEER COLOR: ALUMINUM CLEAR
D	STUCCO - PAINT COLOR TO MATCH: FINISH: FINE SAND MFG: DUNN EDWARDS COLOR: SAND CASTLE SPEC #: DE5240	J	TILE ROOF: MFG: EAGLE ROOFING COLOR: 2008 MISSION RANGE PROFILE: MILLSTU
E	STUCCO - PAINT COLOR TO MATCH: FINISH: FINE SAND MFG: DUNN EDWARDS COLOR: MESA TAN SPEC #: DE5218	K	STONE VENEER: MFG: ELDORADO STONE COLOR: MESQUITE TYPE: CUPPSTONE
		L	PLANE TRELLIS STRUCTURE: MFG: TBD COLOR: BLACK TYPE: OPEN WEAVE
		M	FAUX WINDOW SYSTEM: MFG: KAWNEER COLOR: ALUMINUM CLEAR FINISH: NON-GLARE TINTED SPANDREL GLASS
		N	STANDING SEAM METAL ROOFING: MFG: MCELROY METAL COLOR: COPPER PENNY METALLIC

ELEVATION GENERAL NOTES

- ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WHICH EQUAL TO, OR GREATER THAN, THE HIGHEST POINT OF THE MECHANICAL EQUIPMENT.
- SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT OF THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
- ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND POINT ACCENTS.
- SCREENING SHALL BE ARCHITECTURALLY INTEGRATED FOR THE SERVICE ENTRANCE SECTION (SES) AND ALL UTILITIES. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL WITH SCREEN GATES, EQUAL TO OR GREATER IN HEIGHT THAN THE MECHANICAL EQUIPMENT.
- SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT - GC TO COORDINATE WITH SIGN PACKAGE FOR BLOCKING.
- ALL NONE EMERGENCY BUTTONS AT THE REAR OF THE BUILDING SHALL BE MOUNTED LOWER THAN 8'-0" ON THE MATERIAL WALL AND SHALL BE OF MOTION DETECTORS AND TIME DELAY SHUT OFFS
- THERE WILL BE NO SIGNAGE ON THE NORTH ELEVATION.

KEY NOTES:

1. ALL EXTERIOR SECURITY LIGHTING TO BE ON MOTION DETECTOR AND TIME DELAY SHUT OFF.
2. SIGNAGE PER SEPARATE PERMIT

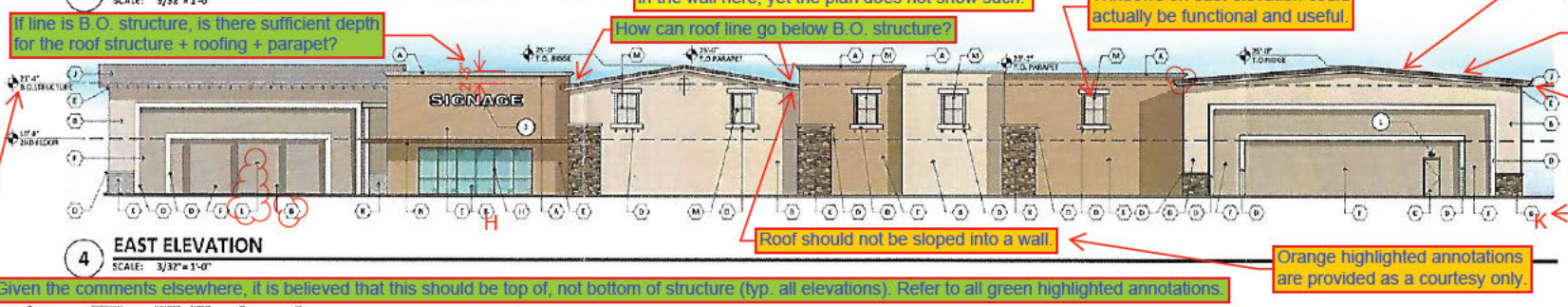
To where do the roof drains go? If daylighted at grade, how does the surface sheet flow drain?

typos

Or west either.

Tan or brown painted frames would blend better.

Clarify what "non-glare" glass is to be used. Typical non-glare glass is acid etched and not for exterior use, plus would be hard to keep clean.



At less than a 1:12 pitch, the tile roofs will be nearly invisible from the ground.

This calcs as less than a 1:12 pitch, for which tile roofs are not recommended. A special underlayment will be required.

Appears to be insufficient depth for roof structure.

Incorrect call-out? (typ).



Roof should not be sloped into a wall.

Orange highlighted annotations are provided as a courtesy only.

Given the comments elsewhere, it is believed that this should be top of, not bottom of structure (typ. all elevations). Refer to all green highlighted annotations.

RKAA ARCHITECTS, INC

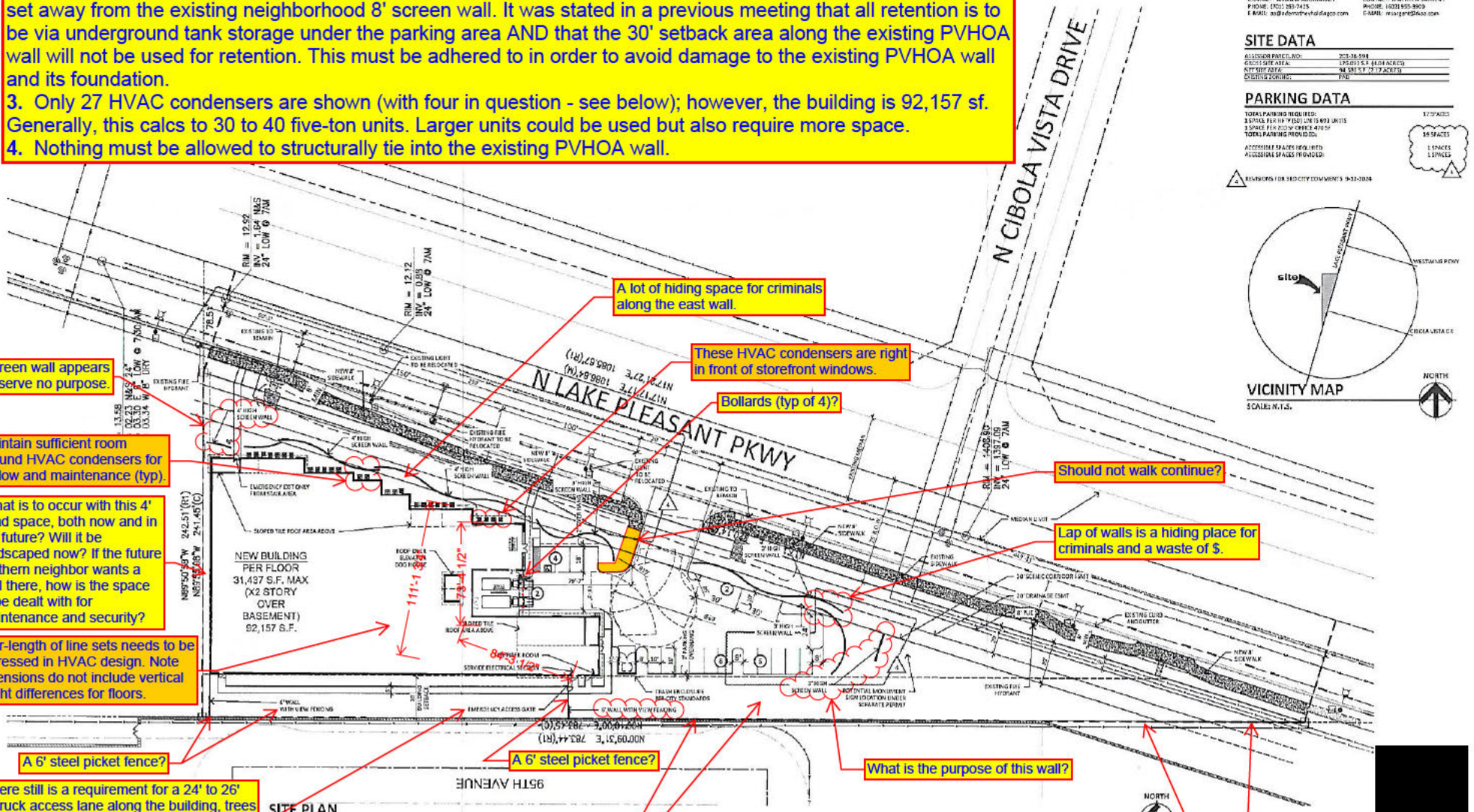
PROPOSED SELF STORAGE FACILITY
NWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
DATE: 08-06-2024 (PRELIMINARY)

EL-1

RKAA# 22048.50

General Notes:

1. What does soils report say about equipment needed for basement excavation? Likely there is caliched rock in the area that will require heavy-duty and specialty (ram-hoe) machinery. Noise and vibration from such equipment will cause neighborhood disturbance and possible damage to existing structures, including the 8' screen wall. What mitigation factors are being implemented?
2. How is surface sheet flow drainage routed and how is onsite retention accommodated? Retention needs to be set away from the existing neighborhood 8' screen wall. It was stated in a previous meeting that all retention is to be via underground tank storage under the parking area AND that the 30' setback area along the existing PVHOA wall will not be used for retention. This must be adhered to in order to avoid damage to the existing PVHOA wall and its foundation.
3. Only 27 HVAC condensers are shown (with four in question - see below); however, the building is 92,157 sf. Generally, this calcs to 30 to 40 five-ton units. Larger units could be used but also require more space.
4. Nothing must be allowed to structurally tie into the existing PVHOA wall.



PROJECT DIRECTORY

SITE DATA

PARKING DATA

RKAA ARCHITECTS, INC

PROPOSED SELF STORAGE FACILITY
NWC LAKE PLEASANT & CIBOLA VISTA
PEORIA, ARIZONA
DATE: 09-16-2024 (PRELIMINARY)

SP-1

RKAA# 22048.50

SP22-34/ CU22-08
REVISED 8/1/2024

[redacted]

From:	Admin
To:	Lorie Dever; Kyana Hayes; Agnes Goodwine; Jennifer Crawford; Braetana Hammontree; Bill Patena; Brad Shafer; Irene Charlez; Michael Finn; InetPlanning; Denette Dunn; Jon Edwards; Peoria Mayor; Sharon Roberson
Subject:	Appeal of The 833 Unit Storage Project, Follow Up
Date:	Tuesday, November 5, 2024 3:28:15 PM
Attachments:	Storage Facility Appeal Follow Up.pdf

Some people who received this message don't often get email from admin@supportsmartgrowth.com. Learn why this is important

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Dear Mayor, Council Members, City Manager, and Planning and Zoning Director,

Please see enclosed.

Thank you -

From: Jeremy Bowen
[redacted]
[redacted]
November 5, 2024

To: Mayor Jason Beck and Members of the City Council
City Manager, Henry Darwin
Director of Planning and Zoning, Chris Jacques
City of Peoria
8401 W Monroe St
Peoria, AZ 85345

Subject: Condemnation of Mayor, Council, Planning and Zoning Commission, and City Staff for approving the following development applications:

- Cibola Vista Self-Storage: Conditional Use Permit (CU22-08)
- Prestige Homes: Rezone (Z21-08)
- Cibola Vista Resort Residence (Rentals)

Dear Mayor, Council Members, City Manager, and Planning and Zoning Director,

As Peoria residents, we are writing to express our collective extreme disappointment and frustration over the recent approval of a conditional use permit for an 833-unit storage facility at Lake Pleasant Parkway and West Wing Parkway on October 17, 2024. This decision starkly contradicts Mayor Beck's promises during his 2022 campaign, where he pledged to prioritize balanced growth that aligned with community needs.

Instead, Peoria has seen a rapid increase in manufacturing facilities, high-density apartments, and commercial storage structures within residential areas-projects that cater to outside interests over community-centered development. There seems to be no commitment to promoting owner-occupied housing options, such as townhomes and condominiums that don't overlook resident properties-which in turn fosters stability, investment, and the sense of community that Peoria residents seek.

Further, conflicts of interest involving Rick Buss, Tony Feiter, and members of the Planning and Zoning Committee have raised concerns about the motivations behind these approvals. The controversial removal of Clay Allsop from the planning and zoning committee and a series of lawsuits against former staff members and the previous mayor have led to significant legal expenses at taxpayer cost. Additionally, Commissioner Villasenor has missed a vast number of Planning and Zoning hearings making one think that she needs to be removed for her lack of attendance, but no action has been taken.

The growth in city spending is another point of serious concern. Since Mayor Beck took office, 120 new full-time positions have been added, significantly expanding the city budget beyond what is necessary. Among these expenses is the $7,500 monthly lease for a helicopter hangar owned by an acquaintance of the mayor-at over twice the market rate-for equipment that residents neither need nor requested.

In addition, we are disheartened by the City's lack of transparency and disregard for public input, as well as the repeated restrictions on public comment during council meetings. This administration appears to have chosen to prioritize projects such as rentals, storage units, an unnecessary airport, expensive "roads to nowhere," and costly incentives for corporations that have yet to benefit the community through meaningful tax revenue.

As residents, we continue to voice our desire for homeownership opportunities, dining options, and retail establishments-not more high-density rental units, build-to-rent homes, or storage facilities directly behind our neighborhoods. These types of projects add no value to the community or the city. The mayor continues to brag about the amount of revenue that he is creating for the city-apartments, build-to-rent housing and storage units do not add revenue for the city. On the contrary, they devalue the surrounding real estate.

Having spoken to hundreds of residents, not one has expressed support for these measures—they are outraged. And, similar to the sentiment read in the recent Arizona Republic article, "Why a water project in Peoria's Paloma Community Park sparks cries of promises broken," the residents are not pleased with the distrust fostered by this administration by repurposing the funds (provided by the residents' votes on bonds) for projects they strongly oppose.

If the City Council, Mayor, and city staff persist to ignore the clear majority of residents expressing these concerns for rentals (Prestige Homes and Cibola Vista Resorts Residence) and storage units (Cibola Vista Self-Storage), we are prepared to organize and finance a recall committee and take this matter to the polls. We will facilitate a recall vote on the mayor and any city council member that supports these three projects listed; they are reckless and unnecessary developments. The residents are smart enough to see how ill-placed these projects are and to oppose them. We hope this administration has the wisdom to appreciate this as well and get back to smart development that fits our community and city.

We strongly urge you to listen to the residents of North Peoria and, at the upcoming City Council meeting on November 19, 2024, vote against the proposed storage facility and the build-to-rents (Prestige Homes)-which precedent should also be applied to the Cibola Vista Resort Residence (rentals) and any similar development. Moving forward, we hope to see decisions that prioritize community values and encourage homeownership, rather than high-density rentals that undermine our neighborhoods' long-term growth and stability. A vote in favor of the storage units on November 19th will commence a recall committee for the mayor and any city council members supporting the measure because it will be clear to us that no matter how many meetings we attend or rational evidence we present, you will ignore the residents. One clear example was the unanimous opposition by residents in attendance at the Planning and Zoning Meeting for Prestige Homes (along with the majority of all emails/letters submitted from residents, many of

which were not represented). The Committee respected the voice of the residents and voted to not support the Prestige Home Project. The Mayor and the City Council then had the audacity to say more or less, we are aware, but we (the Mayor and City Council) will make the final decision, not the residents and the Committee that reviews these projects. I have never witnessed a more defiant act or communication from government officials that are to respect and represent the residents that elected them. Instead, we are having to go out of our way to call out these deviant actions on government officials that should be advocating for the people that gave you these privileges. Therefore, when you act contrary to the will of the people, we are left with no other choice but to awake the quiet majority and remove government officials when they no longer support the residents' best interests. Again, I hope that the Mayor, City Council, and city staff will have the common sense to realign their entrusted offices with the voice of residents.

Please know that this is not just one resident voicing concern, I am speaking on behalf of hundreds of North Peoria residents that are asking for their elected officials to listen to the people. These hundreds of residents are prepared to engage their networks of thousands to ensure smart growth occurs in Peoria.

Respectfully,

[redacted]

From: [redacted]
To: InetPlanning
Subject: Storage facility and apartments on Lake Pleasant Pkwy
Date: Wednesday, November 6, 2024 1:39:31 PM

Some people who received this message don't often get email from [redacted] Learn why this is important

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To whom it may concern
I have been seeing notices and getting flyers in my door regarding the proposed building of the storage facility. All this will do is bring dirt bags to the neighborhood. Basically living in there storage unit. Not to mention the demographic the apartments will bring to the North Peoria area. Keep this type of building down south. We do not need a storage unit or apartments ruining the area. This is a very bad idea and the neighbors around the area are apparently not happy. Same crap happened in Scottsdale when Pinnacle Peak, Rawhide and Greasewood Flats was taken out to build multifamily waste of land.

THANK YOU

From: [redacted]
To: InetPlanning
Subject: Self Storage
Date: Friday, November 8, 2024 1:04:31 PM

> Some people who received this message don't often get email from [redacted]. Learn why this is important

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Hi,

My name is Jenna and I am writing to state I oppose the self storage unit and certainly the apartment complexes. Let me know how I can vote no to this, I am unable to get to the meeting.
My phone number is [redacted]

Jenna Force

From: [redacted]
To: InetPlanning
Subject: Proposed development at Lake Pleasant and Jomax
Date: Friday, November 8, 2024 6:05:48 PM

> Some people who received this message don't often get email from [redacted]. Learn why this is important

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

To whom it may concern:
I'm writing to express my disapproval of the proposed 833 unit storage facilities and apartment complexes at or near Lake Pleasant Parkway and Jomax and/or Westwing Parkway.
My family and I have lived in the Cibola Vista neighborhood since 2009.
Sincerely,
Laura Rogers

Yahoo Mail: Search, Organize, Conquer

From: [redacted]
To: InetPlanning
Subject: Apartments and Self Storage (Lake Pleasant Parkway near Jomax Road/Westwing Parkway)
Date: Tuesday, November 12, 2024 11:20:28 AM

This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.

I read the following information and want to express my opposition to the apartments and self storage in our neighborhood.

Michelle Schmersahl
[redacted]

"Hello neighbors, in addition to these potential self-storage units, another developer is proposing a 4 story, 264-unit apartment complex across the street. An additional developer is attempting to build a 179-unit apartment complex adjacent to these. If approval is given on all of these developments, we will have 443 apartment units, and this 833-unit self-storage on Lake Pleasant between Jomax and West Wing Parkway. THE CIBOLA VISTA RESORT PLANS TO CONVERT THE RESORT TO APARTMENTS (THIS COULD BRING OUR APARTMENT NUMBERS UP TO 800+."

"A few reasons I oppose apartments... 1) West Wing elementary is the most overcrowded elementary school in Deer Valley district; as are all schools in our community. 2) Prop 400 goes into effect in 2025. Rentals will no longer be obligated to pay rental taxes. So we will have MANY more residents using police, fire and city resources, yet they will not be contributing to our community. Home owners are obligated to contribute, (please refer to link below). 3) Increased traffic ect... I am happy with growth, however I believe growth should add to our community in a positive way. It does not make a lot of sense to put 500 sq ft apartments directly behind 2-3 million dollar homes (this is the proposal for Premier Apartment homes). Our community is planned for low density housing. I believe this is why many of us moved here. However, now our beautiful suburb is being Rezoned to high density. If this prevails we will become urban density/jungle, in the near future."

From: Megan Staub [redacted]
Sent: Wednesday, November 13, 2024 8:02 PM
To: Peoria Mayor <mayor@peoriaaz.gov>; InetPlanning <planning@peoriaaz.gov>; tearl@earlcurley.com
Subject: Support for Lake Pleasant Parkway Storage Units

Good Evening,

I am sure that this will come as a surprise that I am writing in support of the planned storage units along Lake Pleasant Parkway. While I am not in favor of industrial buildings within neighborhoods or proposed airports, I can say that I feel this is proper development of this particular land and is within the zoning guidelines.

I am not writing to just state my support for this project, but to really encourage the City of Peoria to try and work in a similar manner with other developers. I am very impressed with this developer listening to the concerns of the community and coming back with a proposal that will have these storage units look more like the surrounding community. What a win! Also, I love the requirement of mature landscaping, particularly, large trees. I hope to see this more with new developments in the City of Peoria.

I fear that if the City of Peoria declines this project it will signal to other developers that it is not fruitful to work with the community and we will end up with ugly looking basic buildings around the area.

Thank you,

Megan Staub

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 28R.

Date Prepared: 11/7/2024 Council Meeting Date: 11/19/2024

TO: Henry Darwin, City Manager

THROUGH: Mike Faust, Deputy City Manager

FROM: Chris Hallett, Neighborhood and Human Services Director

SUBJECT: Grant, American Rescue Plan Act, Grant Funding Allocations and Interest Initiatives

Purpose:

Discussion and possible action to: (a) approve reallocating $613,751 of current and any future unspent American Rescue Plan Act (ARPA) funds to projects listed in Attachment 1; (b) amend the budget and establish spending authority for the ARPA interest funds of $447,118, as outlined in Attachment 2, including any future interest; and (c) authorize the necessary documentation and contract amendments to distribute funds in line with program and grant requirements through December 31, 2026.

Summary:

In response to the Coronavirus unprecedented economic impact to local, state, and national economies, the American Rescue Plan Act was signed into law on March 11, 2021, and the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program was established. The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) delivered $350 billion to state, local, territorial, and Tribal governments across the country to support their response to, and recovery from the COVID-19 public health emergency.

Treasury issued the Final Rule in January 2022, and it became effective on April 1, 2022. In August 2023 Treasury released an interim final rule to implement new eligible uses for SLFRF funds.

The SLFRF program is designed to allow maximum flexibility to local governments on how best to use awarded funds to meet specific needs based on Treasury designated eligible categories and other federal regulations. As such, the City Council approved the use of $20,769,706 in grant funding awarded to the City under the American Rescue Plan Act for projects which met the eligible uses outlined in the January 2022 Final Rule. The City Council approved initial allocations of funding into broad categories based on interim rules and guidance provided by the federal government.

Under the SLFRF program, all grant awarded funds must be obligated by December 31, 2024,

and expended by December 31, 2026. All SLFRF approved projects are required to be contracted by December 31, 2024 and completed by the SLFRF grant end of reporting period of December 31, 2026. Any funds not obligated by December 31, 2024, will be subject to retrieval by Treasury.

Currently the City has accumulated approximately $447,118.66 in interest from the ARPA funding. ARPA Interest can be utilized for any City initiative and without any federal regulations or deadlines. Therefore, Neighborhood & Human Service staff propose to use the ARPA interest on addressing community needs such as revitalization, childcare, workforce development, housing assessments, and ONEPEORIA initiatives. The proposed allocation of ARPA interest income is strategically designed to meet critical community needs across multiple sectors. These initiatives will support local businesses and infrastructure, foster inclusivity, enhance educational opportunities, and strengthen workforce development as outlined in Attachment 2.

Previous Actions/Background:

June 15, 2021 – Accepted grant funding and approved the use of $5 million in approved ARPA expenditure categories.

October 26, 2021 – Granted approval to use $4,320,425 of funding for FY 2021 public safety overtime costs.

November 9, 2021 – Granted approval to use funding for homeless shelter projects (I-HELP Program and Deep Within Rehab, Inc.).

November 16, 2021 – Granted approval to use funding for air handler enhancements.

February 15, 2022 – Granted approval to use $20,769,706 in grant funding for various projects and process budget amendment in the amount of $11,449,281 from contingency accounts to various ARPA accounts

May 2024 – Council approved the budget Base amount of $2,526,701, plus a Carryover of $1,775,441, and a Supplemental Request of $200,000 through the annual budget process bringing the total spending authority to $4,502,142 for FY25.

Staff Recommendation:

Staff recommends that the City Council: (a) approve reallocating $613,751 of current and any future unspent American Rescue Plan Act (ARPA) funds to projects listed in Attachment 1; (b) amend the budget and establish spending authority for the ARPA interest funds of $447,118.66, as outlined in Attachment 2, including any future interest; and (c) authorize the necessary documentation and contract amendments to distribute funds in line with program and grant requirements through December 31, 2026.

Fiscal Analysis:

This budget amendment has no fiscal impact to the city. The amendment is to provide expenditure authority for interest earnings on unspent grant funds.

ATTACHMENTS:

Attachment 1 – ARPA Projects and Expenditure Summary
Attachment 2 – ARPA Interest Initiative Overview

Contact Name and Number:
Chris Hallett, (623) 773-7955

ATTACHMENT 1 - ARPA Projects and Expenditure Summary

City of Peoria, AZ

Neighborhood and Human Services/Community Assistance

ARPA CONTRACT SUMMARY

Updated: **October 31, 2024**

ARPA FY 2021-2022 Funds

End of Performance Period: December 31, 2026

Through June 30, 2024

Program	Dept / Program	Revised Budget	Expenditures	Remaining Balance	Available to Reallocate	Reallocated Funds
AR601	FD - Community Vaccination Program	$ 41,266	$ 41,266	$ -	$ -	$ -
AR602	FD - Community Para Medicine Program	$ 883,371	$ 657,090	$ 226,281	$ 115,000	$ -
AR603	Fin - Water/Sewer/S Utility Assistance	$ 134	$ 134	$ -	$ -	$ -
AR604	NHS - I-Help Shelter (LSS)	$ 505,765	$ 413,154	$ 92,611	$ 41,294	$ -
AR605	NHS - HOPE Event PPE/Social Dist	$ 11,358	$ 11,358	$ -	$ -	$ -
AR606	NHS - College Promise Program	$ 200,000	$ 200,000	$ -	$ -	$ -
AR607	NHS - FSL - Rent/Mortgage/Utility Assist	$ 1,815,562	$ 1,261,218	$ 554,344	$ -	$ -
AR608	NHS - Deep Within Shelter	$ 645,000	$ 530,958	$ 114,042	$ 62,477	$ -
AR609	NHS - Vaccines/Testing	$ 25,298	$ 25,298	$ -	$ -	$ -
AR610	NHS - Management Analyst for ARPA	$ 300,000	$ 183,001	$ 116,999	$ -	$ -
AR611	NHS - ARPA Community Navigator	$ 300,000	$ 175,064	$ 124,936	$ -	$ -
AR612	NHS - EU Broadband Access Support	$ 498,577	$ 24,055	$ 474,522	$ -	$ -
AR613	**NHS - Newtown Communtiy Development Corp**	**$ -**	$ -	$ -	$ -	**$ 220,189**
	7126 - Health & Social Services (HSS)	**$ 5,226,331**	**$ 3,522,597**	**$ 1,703,734**	**$ 218,771**	**$ 220,189**

Program	Dept / Program	Revised Budget	Expenditures	Remaining Balance	Available to Reallocate	Reallocated Funds
AR702	PW - Bipolar Ionization HVAC	$ 1,178,318	$ 1,178,318	$ -	$ -	$ -
AR703	PW - PPE and COVID Cleaning	$ 67,687	$ 67,687	$ -	$ -	$ -
AR704	PW - Touchless Door Openers	$ 59,517	$ 59,517	$ -	$ -	$ -
AR705	PW - Touchless Drinking Fountains	$ 124,996	$ 124,996	$ -	$ -	$ -
AR706	FD - Needlepoint Ionization for Vehicles	$ -	$ -	$ -	$ -	$ -
AR707	Parks - Sports Complex BPI HVAC	$ 78,861	$ 78,861	$ -	$ -	$ -
AR708	PD - Cleaning/Sanitizing Work Areas	$ -	$ -	$ -	$ -	$ -
	7127 - Healthy Work Environment (HWE)	**$ 1,509,378**	**$ 1,509,378**	**$ -**	**$ -**	**$ -**
AR801	ED - Employer Resource Fair (SB/TI)	$ 5,160	$ 5,160	$ -	$ -	$ -
AR802	ED - Workforce Dev Training (SB / TI)	$ 88,674	$ 88,674	$ -	$ -	$ -
	7128 - Small Business Assistance (SBA)	**$ 93,834**	**$ 93,834**	**$ -**	**$ -**	**$ -**
AR901	WS CAP Canal/LP Pky Wellfield**	$ 3,688,163	$ 3,349,726	$ 338,437	$ -	$ -
	7129 - Infrastructure (INF)	**$ 3,688,163**	**$ 3,349,726**	**$ 338,437**	**$ -**	**$ -**
AR201	AR201 - PD Hiring Incentives	$ 252,000	$ 250,582	$ 1,418	$ 1,418	$ -
	7132 - Public Sector Staffing	**$ 252,000**	**$ 250,582**	**$ 1,418**	**$ 1,418**	**$ -**
	Projects Total	**$ 10,769,706**	**$ 8,726,117**	**$ 2,043,589**	**$ 220,189**	**$ 220,189**

Program	Revenue Recovery	Revised Budget	Expenditures	Remaining Balance	Available to Reallocate	Reallocated Funds
Rev Rec - 7130	7130 - Covid OT - Fire	$ 2,231,805	$ 2,231,805	$ -	$ -	$ -
Rev Rec - 7131	7131 - Covid OT - Police	$ 2,088,620	$ 2,088,620	$ -	$ -	$ -
Rev Rec - 7125	7125 - Covid Med Claims	$ 1,064,428	$ 1,064,428	$ -	$ -	$ -
	T1 - Rev Recovery (7130/7131/7125)	**$ 5,384,853**	**$ 5,384,853**	**$ -**	**$ -**	**$ -**
Rev Rec - 7125	7125 - Covid Med Claims	$ 1,410,844	$ 1,410,844	$ -	$ -	$ -
Rev Rec - 7125	7125 - FD Rescue Unit	$ 347,615	$ 280,057	$ 67,558	$ 67,558	$ -
Rev Rec - 7125	7125 - WS CAP Canal/LP Pky Wellfield (Rev Rec)	$ 1,311,837	$ 226,434	$ 1,085,403	$ -	$ -
Rev Rec - 7125	7125 - COVID PPE	$ 210,000	$ 210,000	$ -	$ -	$ -
Rev Rec - 7125	7125 - FD Comm Paramed OT	$ 600,000	$ 600,000	$ -	$ -	$ -
Rev Rec - 7125	7125 - T2 Contingency	$ 326,004	$ -	$ 326,004	$ 326,004	$ -
RR - AR606	NHS - College Promise Program - FY25 Supp	$ 200,000	$ -	$ 200,000	$ -	$ -
RR - AR610	NHS - Management Analyst for ARPA - FY25 Supp	$ 116,504	$ -	$ 116,504	$ -	$ -
RR - AR611	NHS - ARPA Community Navigator - FY25 Supp	$ 92,343	$ -	$ 92,343	$ -	$ -
RR - AR613	**NHS - Newtown Communtiy Development Corp**	$ -	$ -	$ -	$ -	**$ 293,562**
RR - AR614	**NHS - Community Legal Services**	$ -	$ -	$ -	$ -	**$ 100,000**
	T2 - Rev Recovery (7125)	**$ 4,615,147**	**$ 2,727,335**	**$ 1,887,812**	**$ 393,562**	**$ 393,562**
	Revenue Recovery Total	**$ 10,000,000**	**$ 8,112,188**	**$ 1,887,812**	**$ 393,562**	**$ 393,562**
	ARPA Projects & Rev Recovery Total	**$ 20,769,706**	**$ 16,838,305**	**$ 3,931,401**	**$ 613,751**	**$ 613,751**
			Maricopa ARPA Funding	$ 570,741		
				$ 4,502,142	FY25 Spending Authority	

ATTACHMENT 2- ARPA Interest Initiatives Overview

Purpose:

To provide a clear and concise update on the allocation of ARPA funds, with a focus on addressing community needs such as revitalization, housing assessments, childcare, workforce development, and ONEPEORIA initiatives.

ARPA Interest Income: $447,118.66

Key Initiatives:

1. Supportive Grant Program for Revitalization
   Objective: Enhance the conditions of businesses on Grand Avenue by improving commercial property standards.
   Budget Allocation: $323,118.66
   Key Actions:
   - Improve code related aesthetics and safety of commercial areas.
   - Require matching funds or in-kind contributions from property owners.

2. Housing Assessment Study Update (Compliance with SB1162)
   Objective: Update the existing Housing Assessment Study.
   Budget Allocation: $8,500.00

3. Pilot Re-Opening of Before and After School Sites/Workforce Development/Retention and Recruitment of PTNB staff
   Objective: Reopen three historically under-served Peoria communities.
   Budget Allocation: $55,500.00 Pilot AM/PM Programs/Workforce Development, Retention and Recruitment
   Strategies:
   - Launch targeted marketing campaigns.
   - Collaborate with Peoria Unified School District and community organizations.
   - Workforce Development training and retention/recruitment PTNB staff.

4. ONEPEORIA Initiatives
   Objective: To bring all voices together in shaping Peoria's future, ensuring every contribution strengthens and unites the community.
   Budget Allocation: $60,000.00
   Focus: Highlighting the value of everyone's input to build a stronger, united Peoria.

Summary:

The proposed allocation of ARPA interest income is strategically designed to meet critical community needs across multiple sectors. These initiatives will support local businesses and infrastructure, enhance educational opportunities, strengthen workforce development, and foster inclusivity.

Budget Breakdown:

	PROGRAM CATEGORIES- INITIATIVES	BUDGET ALLOCATION
1	Supportive Grant Program- Grand Ave	$323,118.66
2	Housing Assessment Study Update	$8,500.00
3	Pilot AM/PM Programs/Workforce Development, Retention and Recruitment	$55,500.00
4	ONEPEORIA Initiatives	$60,000.00
	Total	$447,118.66*

*Working budgets – project amounts may fluctuate based on need and ARPA interest accumulated through December 31, 2026.

Request:

Approval of the Program Categories and outlined budget allocations to advance these key community initiatives.