Mayor	Mesquite District	Acacia District	Ironwood District	Palo Verde District	Pine District	Willow District
Cathy Carlat	Bridget Binsbacher, Vice Mayor	Vicki Hunt	Bill Patena	Michael Finn	Carlo Leone	Jon Edwards

City Council Meeting Notice & Agenda

Tuesday, November 22, 2016
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Study Session

5:30 P.M. Convene

Roll Call

Study Session Agenda

Subject(s) for Discussion Only

1. 2016/2017 Redistricting Process

Adjournment

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call to Submit Speaker Request Forms

Presentation

2. **Certificates of Appointment to newly appointed Board and Commission members who were appointed by Resolution at the November 1, 2016 City Council Meeting**
   - Julia Smock, Arts Commission;
   - Jessica Cotter, Judicial Selection Advisory Board; and
   - Kenneth Krieger, Municipal Development Authority.

3. **Proclamation Recognizing November as “American Diabetes Month"**

Consent Agenda

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

Consent

4 C. **Disposition of Absence**

Discussion and possible action to approve the absence of Council Youth Liaison Sam Owen and Council Youth Liaison Kaitlyn Edwards from the Regular City Council Meeting held on November 1, 2016.

5 C. **Minutes**

Discussion and possible action to approve the October 18, 2016 Regular Meeting minutes.

6 C. **Code Amendment, Zoning Ordinance, Chapter 14, Medical and Animal Clinic Parking**

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation to adopt **ORD. 2016-33**, amending Chapter 14 of the Peoria City Code (1977 Edition), by amending Article 14-23 "Parking and Loading Requirements" regarding Medical Clinics and Veterinarian Hospitals or Clinics (TA16-0005).

7 C. **Grant, U.S. Department of Justice, Police Officer Position**

Discussion and possible action to: (a) accept $125,000 from the Community Oriented Policing Services Hiring Program Grant to be used by Peoria Police Department to add one new police officer position; (b) approve a budget adjustment in an amount up to $102,000 from the General Fund Contingency account to various Police Department accounts for ongoing costs; (c) approve a budget authorization in the amount of $4,830 from the Police Asset Forfeiture account for one-time funding; and (d) authorize one new police officer position.

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

Discussion and possible action to: (a) authorize the Fire-Medical Department to accept two grant awards in the total amount of $58,500 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) approve a budget amendment in the amount of $58,500 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

9 C. **Intergovernmental Agreement, Maricopa County, Traffic Control Permit Fees**

Discussion and possible action to adopt **RES. 2016-122** approving an intergovernmental agreement with Maricopa County, implementing a cooperative agreement to waive traffic control permit fees under certain circumstances.

10 C. **Memorandum of Understanding, Multiple Fire Departments and Fire Districts, Regional Grant, Virtual Incident Command Center**

Discussion and possible action to approve a Memorandum of Understanding with fifteen other Fire Departments and Districts through a regional grant allowing the Fire-Medical Department to apply and administer the grant and participate in Command Officer training at the Virtual Incident Command Center.

11 C. **Investment Report, Quarter Ending September 30, 2016**

Discussion and possible action to review and accept the Investment Report as presented.

12 C. **Final Fiscal Year 2016 Budget Amendments**

Discussion and possible action to approve the final FY 2016 Budget Amendments, which have no net fiscal impact to the city.

13 C. **Right-of-Way License for Monument Sign, Pinnacle Peak Road and Lake Pleasant Parkway**

Discussion and possible action to adopt **RES. 2016-127** granting a license for the relocation and maintenance of a monument sign located at the southwest corner of Pinnacle Peak Road and Lake Pleasant Parkway.

14 C. **Maintenance Improvement District No. 1187, 3 Olive Park, Olive Avenue and 103rd Avenue**

Discussion and possible action to re-approve the Petition for Formation and adopt **RES. 2015-133A** intention and ordering the formation of proposed Maintenance Improvement District No. 1187, 3 Olive Park, located at Olive Avenue and 103rd Avenue; and adopt **RES. 2015-134A** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency, previously approved by Council on January 5, 2016, Council Communication # 10C.

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

Discussion and possible action to adopt **RES. 2016-129** accepting Deeds and Easements for various Real Property interests acquired by the City.

16 C. **Final Plat, Arrowhead Valley Retirement Community, 81st Avenue and Beardsley Road**

Discussion and possible action to approve the Final Plat of Arrowhead Valley Retirement Community, located at 81st Avenue and Beardsley Road, subject to stipulations.

17 C. **Amended Final Plat, 3 Olive Park, Olive Avenue and 103rd Avenue**

Discussion and possible action to approve the Amended Final Plat of 3 Olive Park, located at Olive Avenue and 103rd Avenue, subject to stipulations.

Regular Agenda

New Business

18 R. **Memorandum of Understanding, City of Peoria Police Supervisors**

Discussion and possible action to approve the City of Peoria Police Supervisors Memorandum of Understanding in total for the period July 2017 through June 2021.

19 R. **Rezoning, Townley Park, Southwest Corner of 89th Avenue and Olive Avenue**

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation and adopt **ORD. 2016-32**, rezoning approximately 10.1 acres, from General Agricultural (AG) to the Townley Park Planned Area Development (PAD).

20 R. **Conditional Use Permit Appeal, Medical Marijuana Dispensary, Southwest Corner 91st Avenue and Olive Avenue (CU16-0009)**

Discussion and possible action to affirm, reverse, or modify the Planning and Zoning Commission's decision to approve a Conditional Use Permit for a medical marijuana dispensary located at the southwest corner of 91st Avenue and Olive.

21 R. **Conditional Use Permit Appeal, Saguaro Sky Medical Marijuana Dispensary, 91st Avenue and Northern Avenue (CU16-0015)**

Discussion and possible action to affirm, reverse, or modify the Planning and Zoning Commission's decision to approve a Conditional Use Permit for Saguaro Sky Medical Marijuana Dispensary located at 9240 West Northern Avenue, Suite 103A.

22 R. **Transition of Temporary Water Rates Pertaining to New River Utility Company Acquisition**

Discussion and possible action to approve **RES. 2016-128** to transition current New River Utility System water rates and fees to the current City water rates effective December 31, 2016.

Vistancia West Community Facilities District Board Meeting

VWCFD Consent Agenda

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

Consent

23 C. **Minutes**

Discussion and possible action to approve the June 7, 2016 VWCFD Meeting minutes.

24 C. **Investment Report, Quarter Ending September 30, 2016**

Discussion and possible action to review and accept the Investment Report as presented.

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

Reports from City Manager

25. **Council Calendar**

26. **Reports**

A. **2017 Council Meeting Calendar**

B. **Employee Awards from TASER/Axon and PoliceOne**

C. **Trip Reduction Program Award**

Reports from City Council

Reports from the Mayor

Adjournment

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

Accommodations for Individuals with Disabilities. Alternative format materials, sign language interpretation 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 http://www.peoriaaz.gov/content2.aspx?id=2151.

City Manager
Carl Swenson

City Clerk
Rhonda Geriminsky

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 1.

Date Prepared: 11/1/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

FROM: Julie Arendall, Deputy City Manager

SUBJECT: 2016/2017 Redistricting Process

Purpose:

Today's study session presentation will provide an overview of the upcoming redistricting process.

Background/Summary:

By initiative of the people, a Charter provision requiring the establishment of six electoral districts was approved by the voters in 1989. Each district is represented by a councilmember elected by eligible voters within that respective district.

Pursuant to Federal Law and also City Charter, Article II, Section 2, the districts are required to be substantially equal in population and the City must have the district boundary lines redrawn following each decennial census. The City Charter further provides that redistricting shall occur following any mid-decennial census in which the City elects to participate.

The Peoria City Council voted on March 17, 2015 to participate in a special mid-decade census and is now required to redistrict prior to the 2018 election cycle. The mid-decade census counted 161,563 residents in Peoria, a 4.87% increase from our 2010 official census population count of 154,058. Although the City strongly believes this was an undercount of our current population (and indeed the Census Bureau now shows an estimated population count for Peoria of 171,237) we are required to redistrict to the official count of the special mid-decade census. Thus, the goal for redistricting will be 6 council districts with a population count of 26,927 each, or as close thereto as practicable (161,563/6).

Although the City Council is ultimately responsible for adopting new council district boundaries, it is our goal to utilize an open and engaged public process to assist Council in this endeavor. A Staff Redistricting Committee has been created to manage the redistricting process and due to Federal legal requirements involving redistricting, has retained Research Advisory Services, a redistricting consulting firm, to assist the Committee.

There are two Federal legal requirements to which any proposed map must comply: (1) districts must have substantially equal population and (2) districts must be in compliance with the Voting

Rights Act. Districts also must be contiguous. Additionally, Council can adopt other redistricting criteria to assist in the creation of potential districts; some examples include (1) districts should preserve communities of interest, (2) districts should follow visible natural or man-made boundaries, and (3) districts should minimize voter disruption. Council's formal adoption of a resolution establishing redistricting criteria will be a valuable tool for the public and staff in the creation of potential district maps.

January 2017	Council adoption of a redistricting criteria resolution
January 2017 – February 2017	1st round of public outreach to educate on process and solicit proposed maps that meet Council's adopted redistricting criteria
March 2017	Committee review of all proposed maps from any source; identify those that meet Council redistricting criteria
April 2017	Committee presents to Council maps that best meet the Council redistricting criteria; Council selects 3 – 5 maps as finalists for public input
April 2017 – May 2017	2nd round of public outreach to share the 3 – 5 finalist redistricting maps and solicit feedback to assist Council in making a final selection
June 2017	Council review of public input and adoption of new district map
May 1, 2018 – May 31, 2018	Council candidate filings to run for office
August 29, 2018	Primary election date with new districts

Previous Actions:

The City's original district boundary lines were established in 1990 using the 1985 census data and redistricting was completed again following the 1990, 1995, 2000 and 2010 census.

Fiscal Analysis:

A supplemental budget request for $100,000 to complete the redistricting process is included in the City Clerk's Office FY17 budget and will cover all costs of the Redistricting Consultant, translation services and public process.

Contact Name and Number:

Julie Arendall, (623) 773-7580

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 2.

Date Prepared: 10/24/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

FROM: Rhonda Geriminsky, City Clerk

SUBJECT: Certificates of Appointment to newly appointed Board and Commission members who were appointed by Resolution at the November 1, 2016 City Council Meeting

Purpose:

This is a request for City Council to present *Certificates of Appointment* to the newly appointed board/commission members as follows:

ARTS COMMISSION
Julia Smock, regular member, June 2018 (partial).

JUDICIAL SELECTION ADVISORY BOARD
Jessica Cotter, regular member, June 2020.

MUNICIPAL DEVELOPMENT AUTHORITY
Kenneth Krieger, regular member, November 2017 (partial).

Background/Summary:

Newly appointed board/commission members are invited to attend a Regular City Council meeting to personally accept *Certificates of Appointment* from the Mayor and City Council.

Previous Actions:

On October 11, 2016 the Council Boards and Commissions Subcommittee recommended appointments/reappointments to various boards/commissions.

On October 12, 2016, a memorandum was submitted to Mayor and Council, outlining the appointment recommendations from the October 11, 2016 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

On November 1, 2016, City Council adopted Resolutions making the following new boards/commissions appointments:

- Adopted RES. 2016-112 appointing Julia Smock as a regular member of the Arts Commission to a partial term to expire June 2018;

- Adopted RES. 2016-117 appointing Jessica Cotter as a regular member of the Judicial Selection Advisory Board to a term to expire in June 2020; and

- Adopted RES. 2016-118 appointing Kenneth Krieger as a regular member to a partial term to expire in November 2017.

Options:

This is a presentation item only.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

The newly appointed board/commission members have been invited to attend the November 22, 2016 City Council meeting to receive their *Certificates of Appointment*.

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 3.

Date Prepared: 11/8/2016 Council Meeting Date: 11/22/2016

TO: Council Members

FROM: Mayor Cathy Carlat

SUBJECT: Proclamation Recognizing November as “American Diabetes Month"

Purpose:

To recognize November as “American Diabetes Month”.

Background/Summary:

Nearly 30 million children and adults in the United States have diabetes, including 1 in 9 in Arizona, and another 86 million are at high risk for developing type 2 diabetes. During American Diabetes Month, the American Diabetes Association invites local Peoria residents to join in the mission to end this epidemic and improve the lives of people affected by diabetes.

The 2016 American Diabetes Month theme, ***This is Diabetes***, will highlight the triumphs and daily challenges of the millions of Americans living with this chronic illness and empower people at risk of developing diabetes with the tools to prevent a diabetes diagnosis. This month-long campaign by the American Diabetes Association will engage the public to share their personal diabetes stories and provide a window into the 24-hour demands of diabetes, which are so often invisible and silent. In addition, the American Diabetes Association will promote healthy lifestyle tips, wellness advice, and nutrition education information. As part of American Diabetes Month, the Association will also be celebrating National Healthy Lunch Day on November 15, when they encourage everyone to “lunch right with every bite” and make healthy choices. Throughout the month, more information about diabetes will be available online at diabetes.org/adm or at 1-800-DIABETES.

To help fight back against Diabetes, the City is Peoria is proud to proclaim the month of November as: “American Diabetes Month”.

ATTACHMENTS:

American Diabetes Association.doc

Contact Name and Number:

Cathy Carlat, 623-773-5133

Proclamation

WHEREAS, in the United States, nearly 30 million people- including 1 in 9 in Arizona- have diabetes, a serious disease with potentially life-threatening complications including heart disease, stroke, blindness, kidney disease and amputation; and

WHEREAS, an additional 86 million people in the United States are at risk of developing type 2 diabetes; and

WHEREAS, approximately every 23 seconds, someone in the United States is diagnosed with diabetes; and

WHEREAS, an increase in community awareness is necessary to put a stop to the diabetes epidemic;

Now, THEREFORE I, Cathy Carlat, Mayor of Peoria, Arizona, do hereby proclaim, November 2016 as

"American Diabetes Month"

I encourage all Americans to recognize American Diabetes Month and be part of the American Diabetes Association's movement to confront, fight and, most importantly, change the future of this deadly disease.

In Witness Thereof, *I have set my hand and caused the Seal of the City of Peoria, Arizona to be affixed this 22nd day of November, 2016.*

_____

Cathy Carlat, Mayor

Attest:

_____

Rhonda Geriminsky, City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 5C.

Date Prepared: 11/1/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

FROM: Rhonda Geriminsky, City Clerk

SUBJECT: Minutes

Staff Recommendation:

Discussion and possible action to approve the October 18, 2016 Regular Meeting minutes.

ATTACHMENTS:

10182016 Minutes

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
October 18, 2016

A **Regular Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 7:01 p.m.

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

Members Present: Mayor Cathy Carlat; Vice Mayor Bridget Binsbacher; Councilmembers Jon Edwards, Michael Finn, Vicki Hunt, Carlo Leone and Bill Patena.

Council Youth Liaisons: Kaitlyn Edwards.

Members Absent: Council Youth Liaison Sam Owen.

Other Municipal Officials Present: Carl Swenson, City Manager; Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Burg, Acting City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Gary Bernard, Deputy Fire Chief; Andy Granger, Development and Engineering Director; Katie Gregory, Management and Budget Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Laura Krause, Human Resources Director; Brent Mattingly, Finance and Budget Director; Roy Minter, Police Chief; John Sefton, Community Services Director; Jennifer Stein, Office of Communications Director; Mike Weber, Deputy Utilities Director; Scott Whyte, Economic Development Services Director; Dawn Prince, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately 25 members of the public were present.

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

Presentation:

1. Certificate of Appointment to newly appointed Board Member Will Briggs to the Employee Benefits Trust Board

Clerk's Note: Will Briggs was not present to receive his certificate.

2. Theater Works Awards

John Sefton, Community Services Director, recognized the Theater Works Board of Directors, staff and award-winning actors in attendance. Mr. Sefton introduced Chris Hamby, Producing Artistic Director, to provide an overview of the awards presented to Theater Works for performances in the 2015-2016 season.

Mr. Hamby reported that Theater Works was nominated for 42 AriZoni Theatre Awards of Excellence. Mr. Hamby proudly announced that Theater Works was the recipient of ten AriZoni Awards in various categories at a ceremony held on September 19, 2016. Mr. Hamby gave a slideshow presentation showcasing the award-winning productions.

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

Mayor Carlat asked if any Councilmember wished to have an item removed from the Consent Agenda.

Vice Mayor Binsbacher requested that Agenda Item 10C be removed for separate discussion. Councilmember Edwards requested that Agenda Item 15C be removed for separate discussion.

Motion was made by Councilmember Edwards, seconded by Councilmember Hunt, to approve the Consent Agenda with the exception of Agenda Items 10C and 15C. Upon vote, the motion carried unanimously 7 to 0.

3C. **Minutes**

Approved the September 20, 2016 Regular Meeting Minutes.

4C. **Code Amendment, Transaction Privilege Tax Licensing and Business Licensing**

Adopted **ORD. 2016-31,** amending Chapters 11 and 2 of the Peoria City Code (1992 Edition) pertaining to business licensing.

5C. **Grants, Governor's Office of Highway Safety, Peoria Police Department Enforcement and Education Efforts**

(a) Authorized the City Manager to accept $128,132 from the Governor's Office of Highway Safety for six grants to be used by the Peoria Police Department for various enforcement and education efforts; and

(b) Approved a budget adjustment in the amount of $128,132 from the Proposed Grants Contingency account to various Governor's Office of Highway Safety Grant accounts, thus providing expenditure authority in the amount of $128,132.

6C. **Intergovernmental Agreement, Maricopa County, Calle Lejos Road Improvements**

Adopted **RES. 2016-110** approving an intergovernmental agreement with Maricopa County, defining the responsibilities of the City and Maricopa County with respect to the roadway improvements to Calle Lejos between 97th Avenue to 93rd Avenue.

7C. **Intergovernmental Agreement, City of Phoenix, American with Disabilities Act (ADA) Complementary Paratransit**

Approved the Intergovernmental Agreement with the City of Phoenix for reimbursement of ADA Complementary Paratransit costs from the Federal Transit Authority by way of pass through grant from the City of Phoenix.

8C. **Intergovernmental Agreement, HOME Program Fiscal Year 2017**

(a) Approved an Intergovernmental Agreement with Maricopa County governing the City's annual HOME Program grant allocation as a member of the Maricopa County HOME Consortium; and

(b) Authorized staff to execute all required documents.

9C. **Agreement, Cox Communications, Use of City Property for Wireless Telecommunication Equipment Encroaching In/Above the Right-of-Way**

Approved an Agreement for Use of City Property for Wireless Telecommunication Equipment Encroaching In/Above the Right-of-Way with Cox Communications.

Clerk's Note: Agenda Item 10C was presented at the end of the Consent Agenda.

10C. **Contract, T.Y. Lin International, Happy Valley Parkway Widening; Lake Pleasant Parkway to Agua Fria River Improvements**

At the request of Vice Mayor Binsbacher, Agenda Item 10C was pulled from the Consent Agenda for separate discussion.

Andy Granger, Development and Engineering Director, summarized the request for approval of a contract for the design and construction of bridge and street improvements between Lake Pleasant Parkway and the Agua Fria River.

Information included:

- Planned improvements
- Project schedule
- Project budget

Motion was made by Vice Mayor Binsbacher, seconded by Councilmember Hunt, to approve a design contract in the amount of $1,733,287 with T.Y. Lin International to provide design engineering services for the Happy Valley Parkway Widening project between Lake Pleasant Parkway and the Agua Fria River.

Upon vote, the motion carried unanimously 7 to 0.

11C. **Fiscal Year 2017 First Quarter Budget Amendments and Fiscal Year 2017 Carryovers**

Approved the Fiscal Year 2017 First Quarter Budget Amendments and Carryovers.

12C. **Maintenance Improvement District No. 1196, Westwing Mountain Parcel 24, Lake Pleasant Parkway and Westwing Parkway**

Approved the Petition for Formation and adopted **RES. 2016-104** intention and ordering the formation of proposed Maintenance Improvement District No. 1196, Westwing Mountain Parcel 24, Lake Pleasant Parkway and Westwing Parkway; and adopted **RES. 2016-105** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

13C. **Maintenance Improvement District No. 1197, Westwing Mountain Parcel 27, Lake Pleasant Parkway and Westwing Parkway**

Approved the Petition for Formation and adopted **RES. 2016-106** intention and ordering the formation of proposed Maintenance Improvement District No. 1197, Westwing Mountain Parcel 27, Lake Pleasant Parkway and Westwing Parkway; and adopted **RES. 2016-107** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

14C. **Easement for Sewer Line, EPCOR Water Arizona, 111th Avenue and Union Hills Drive**

Adopted **RES. 2016-111** authorizing the City Manager to execute the Easement for Sewer Line to EPCOR Water Arizona for the installation and maintenance of a private sewer line to their Paradise Resort Lift Station at 111th Avenue and Union Hills Drive.

Clerk's Note: Agenda Item 15C was presented at the end of the Consent Agenda.

15C. **Final Plat, QuikTrip #472, Fletcher Way and Lake Pleasant Parkway**

At the request of Councilmember Edwards, Agenda Item 15C was pulled from the Consent Agenda for separate discussion.

Andy Granger, Development and Engineering Director, summarized the request for approval of the Final Plat of QuikTrip #4272 that will provide additional right-of-way at the southeast corner of Fletcher Way and Lake Pleasant Parkway.

Chris Jacques, Planning and Community Development Director, provided a brief overview of the land use elements related to the site.

Motion was made by Councilmember Edwards, seconded by Councilmember Finn, to approve the Final Plat of QuikTrip #472, located at Fletcher Way and Lake Pleasant Parkway, subject to stipulations.

Upon vote, the motion carried unanimously 7 to 0.

16C. **Replat, A Replat of Lot 1, Arrowhead Palms, 75th Avenue and Bell Road**

Approved the Replat of A Replat of Lot 1, Arrowhead Palms, located at 75th Avenue and Bell Road, subject to stipulations.

17C. **Replat, Lots 2 and 4 Plaza 91, 91st Avenue and Northern Avenue**

Approved the Replat of Lots 2 and 4 Plaza 91, located at 91st Avenue and Northern Avenue, subject to stipulations.

REGULAR AGENDA

New Business:

18R. **Exclusive Negotiation Agreement, Plaza Del Rio Management Corp., Office/Business Park Development, Loop 101 and Peoria Avenue**

Scott Whyte, Economic Development Services Director, presented regarding a request for approval of an Exclusive Negotiation Agreement with the Plaza Del Rio Management Corp. for a potential office/business park project to be located on a 14-acre parcel of City-owned property at the southwest corner of the Loop 101 and Peoria Avenue.

Motion was made by Councilmember Edwards, seconded by Councilmember Hunt, to authorize the City Manager to enter into an Exclusive Negotiation Agreement with the Plaza Del Rio Management Corp. for the development of an office/business park in the southern portion of Peoria.

Upon vote, the motion carried unanimously 7 to 0.

19R. **Professional Services Contract, Maricopa County Community Colleges Small Business Development Center, Business Services**

Scott Whyte, Economic Development Services Director, provided an overview of a proposed professional services contract with Maricopa County Community Colleges to provide a Small Business Development Center satellite office in Peoria.

Mr. Whyte outlined the exclusive services to be provided to businesses in Peoria and the funding associated with the program.

In response to questions from Council, Mr. Whyte advised that some standard metrics have been identified in the agreement; and additional metrics can be added as needed.

Mr. Whyte introduced Janice Barham, Associate State Director, and Jeff Swenson, Business Analyst, with the Small Business Development Center.

Ms. Barham and Mr. Swenson expressed their enthusiasm for the partnership with the City of Peoria.

Mr. Swenson confirmed there would be no charge to Peoria businesses for one-on-one counseling services, but it has not been determined if there will be a fee assessed for an extended educational program.

Motion was made by Vice Mayor Binsbacher, seconded by Councilmember Finn, to:

(a) Authorize the City Manager to execute a professional services contract with the Maricopa County Community Colleges Small Business Development Center (SBDC) to provide comprehensive business services in the City of Peoria; and

(b) Appropriate $91,600 to fund the SBDC contract.

Upon vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

James Deibler, an Arizona State University student, addressed the Council to voice his opinion on bus routes and transportation options in Peoria and Glendale. Mr. Deibler encouraged Peoria voters to support Proposition 400. Mr. Deibler expressed his gratitude to Arizona State University for awarding him a scholarship which will enable him to continue his education.

Reports from City Manager:

20. **City Council Calendar**

21. **Reports**

A. **Channel 11 Telly Awards**

Jennifer Stein, Communications Director, reported on the 37th Annual Telly Awards honoring excellence in the broadcast industry. Ms. Stein announced that the City of Peoria was the recipient of two awards for videos produced by Channel 11 staff.

Reports from City Council:

Council Youth Liaison Edwards expressed her enthusiasm for the recognition Theater Works received. Ms. Edwards reported on her attendance at the Peoria Unified School District Governing Board Meeting on October 13, 2016.

Councilmember Patena reported on the various City of Peoria activities he attended. Councilmember Patena congratulated Theater Works and the Channel 11 staff for the awards they received.

Councilmember Edwards reported on his attendance at the Oktoberfest and G.A.I.N. events. Councilmember Edwards announced that Chief Minter and members of the Peoria Police Department assigned as School Resource Officers were recognized at the Peoria Unified School District Governing Board Meeting held on October 13, 2016 for their service and dedication to students.

Vice Mayor Binsbacher reported on the various City of Peoria activities she attended. Vice Mayor Binsbacher extended her congratulations to Theater Works and the Channel 11 staff for the awards they received.

Councilmember Finn congratulated Theater Works and the Channel 11 staff for the awards they received. Councilmember Finn reported on his experience during a ride-along with the Police Department.

Councilmember Hunt extended her congratulations to Theater Works and the Channel 11 staff for the awards they received. Councilmember Hunt encouraged youth to participate in local theater for the educational opportunities offered through their youth programs. Councilmember Hunt thanked the first responders for their dedication and service to the community. Councilmember Hunt reminded residents to participate in a Shred-a-Thon to be held in the State Trailer Supply parking lot on Saturday, October 22, 2016 beginning at 9:00 a.m. Councilmember Hunt announced that Peoria Firefighters Charities will kickoff their Holiday Toy Drive at the Shred-a-Thon event.

Councilmember Leone reported on the various City of Peoria activities he attended.

Reports from the Mayor:

Mayor Carlat extended her appreciation to City staff, the City Council and the citizens of Peoria for their involvement with City events.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 7:58 p.m.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

CERTIFICATION

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 18th day of October, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 22nd day of November, 2016.

(Seal)

_____
Rhonda Geriminsky, City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6C.

Date Prepared: 10/26/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Code Amendment, Zoning Ordinance, Chapter 14, Medical and Animal Clinic Parking

Purpose:

This is a request for City Council to adopt an Ordinance amending Article 14-23 ("Parking and Loading Requirements") of the Zoning Ordinance pertaining to Health Clinics and Veterinarian Hospitals or Clinics.

The City has not received any correspondence in support or opposition to this proposal. On September 29, 2016, the Planning & Zoning Commission recommended approval of this change through a 6-0 vote. There were no speakers present at the hearing.

Background/Summary:

The Zoning Ordinance was initially adopted by the City in 1977. Over the years, a number of amendments have been adopted to address new development trends, respond to legislative mandates and/or Council directives and maintain a current and relevant regulatory document. Amendments to the Zoning Ordinance are typically initiated by staff but may also be initiated by private parties.

The purpose of this amendment is to update the minimum parking requirements for Health Clinics and Veterinarian Hospitals or Clinics. The research showed that the requirements for the uses specified are out of alignment with industry standards and result in excessive parking and/or limitations on development. These findings were confirmed through a review of local ordinances, industry requirements and professional sources such as the Institute of Transportation Engineers (ITE) and the Urban Land Institute (ULI).

Previous Actions:

A public hearing was completed for this item at the September 29, 2016 Planning and Zoning Commission meeting. The Planning and Zoning Commission unanimously recommended approval of this request with a 6-0 vote.

Options:

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

Staff Recommendation:

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation to adopt **ORD. 2016-33**, amending Chapter 14 of the Peoria City Code (1977 Edition), by amending Article 14-23 "Parking and Loading Requirements" regarding Medical Clinics and Veterinarian Hospitals or Clinics (TA16-0005).

Fiscal Analysis:

There is no anticipated fiscal impact.

Narrative:

Should the Mayor and City Council affirmatively take action as recommended, the Ordinance would become effective within 30 days of signature.

ATTACHMENTS:

Exhibit 1
Exhibit 2

Contact Name and Number:

Randy Proch, (623) 773-5164

BACKGROUND

Context

The Zoning Ordinance was initially adopted by the City in 1977. Over the years, a number of amendments have been adopted to address new development trends, respond to legislative mandates and/or Council directives and maintain a current and relevant regulatory document. Amendments to the Zoning Ordinance are typically initiated by the City but may also be initiated by private parties.

This is a city-initiated amendment to Article 14-23 ("Parking & Loading Requirements") of the Zoning Ordinance pertaining to the minimum parking requirements for *Health Clinics* and *Veterinarian Hospitals or Clinics*. This article largely identifies minimum parking requirements based on use type. Accordingly, staff has found that the requirements for the uses specified above are out of alignment with industry standards and result in excessive parking and/or limitations on development. This finding was confirmed through a review of local ordinances, industry requirements and professional sources such as the Institute of Transportation Engineers (ITE) and the Urban Land Institute (ULI).

Previous Text Amendment

The last substantive update to Article 14-23 ("Parking and Loading Requirements") occurred over a decade ago in 2004 (Case TA 04-09). Several use requirements were modified including health clinics and veterinarian hospital and clinics. Health Clinics were modified from one (1) parking space per 200 square feet of floor area, to the current standard of one (1) parking space per 150 square feet of floor area. Veterinarian hospitals or clinics were modified from one (1) parking space per 400 square feet of floor area, to the current standard of one (1) parking space per 150 square feet of floor area.

PROPOSED AMENDMENT

Goal/Purpose of Request

The purpose of the requested Zoning Ordinance Text Amendment would be to update the minimum parking requirement for *Health Clinics* and *Veterinarian Hospitals or Clinics*. The existing standard is out of alignment with industry and professional practices and has resulted in excessive requirements thereby impacting the appropriate re-tenanting of space and/or development or redevelopment of property.

DISCUSSION AND ANALYSIS

Zoning Ordinance Text Change

The Lot Coverage definition within 14-23-3.B.2 currently lists Health Clinics and Veterinarian Hospitals or Clinics with the following standards:

MEDICAL		
Health Clinics	Facilities providing medical, dental, optical care or preventative medicine and clinical research studies in a clinic or laboratory, including accessory offices	a) One (1) space per one hundred fifty (150) s.f. of floor area (Ord. No. 04-198)
Veterinarian Hospitals or Clinics	Establishments for medical, surgical, and emergency care of animal, to include veterinary office and clinics without animal boarding	a) One (1) space per one hundred fifty (150) s.f. of floor area (Ord. No. 04-198)

Survey of Valley Standards

Table 1 summarizes the parking standards for Medical Clinics and for Veterinarian Hospitals or Clinics for nine valley cities, including a tabulated average for each.

Table 1 – *Valley Parking Standards*

Medical Clinics	Parking Ratio
Avondale	1:200
Buckeye	1:350
Chandler	1:150
Gilbert	1:150
Goodyear	1:150
Mesa	1:200
Phoenix	1:200
Scottsdale	1:250
Tempe	1:150
Valley Average	**1:200**

Veterinarian Hospitals or Clinics	Parking Ratio
Avondale	1:200
Buckeye	1:600
Chandler	1:150
Gilbert	1:275
Goodyear	1:150
Mesa	1:200
Phoenix	1:200
Scottsdale	1:300
Tempe	1:150
Valley Average	**1:247**

The proposed standard for Veterinarian Hospitals or Clinics of 1:250 square feet of floor area (4.0 per 1,000 s.f.) is in alignment with valley city standards. Additionally, staff consulted other professional sources such as the ITE Parking Generation (4th Edition) and ULI Shared Parking (2nd Edition) which identified a parking standard for medical/dental office as 4.27 per 1,000 s.f. and 4.5 per 1,000 s.f. respectively. The proposed standard of 1:200 square feet of floor area (5.0 per 1,000 s.f.) is conservative and in alignment with these standards.

Zoning Findings

The proposed amendment provides an improvement to the Zoning Ordinance by updating the outdated parking requirements for these two clinic uses.

Outreach Requirements

The application was properly noticed pursuant to Section 14-39-6 of the Peoria Zoning Ordinance, which includes placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission make the following recommendations to City Council:

1) Approval of case TA16-0005 to the City Council, amending Section 14-23-3.B.2. of the City of Peoria Zoning Ordinance as identified in Exhibit A.

REPORT PREPARED BY

Randy Proch
Planner
623-773-5164
randy.proch@peoriaaz.gov

EXHIBITS

Exhibit A – Proposed changes to Article 14-23-3.B.2.
(deletions/additions shown as ~~strike~~/underscore)

ARTICLE 14-23
PARKING & LOADING REQUIREMENTS

(Ord. No. 02-67, 2011-25, 2013-16, 2016-XX)

CONTENTS

14-23-1 INTENT
14-23-2 PLANS REQUIRED
14-23-3 PARKING REQUIREMENTS
14-23-4 OFF STREET LOADING REQUIREMENTS

14-23-3 PARKING REQUIREMENTS

Off-street parking spaces shall be provided according to the following provisions and standards.

B. Off-Street Parking Requirements

The following minimum number of off-street, paved parking spaces shall be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses hereinafter set forth: Any proposed uses not listed herein will be determined through the site plan approval process.

2. *Non-Residential Uses*

USE	DESCRIPTIONS	PARKING RATIO
MEDICAL		
Health Clinics	Facilities providing medical, dental, optical care or preventative medicine and clinical research studies in a clinic or laboratory, including accessory offices	a) One (1) space per two hundred ~~one hundred fifty (150)~~ (200) s.f. of floor area (Ord. No. 04-198) (Ord. No. 2016-XX)
Veterinarian Hospitals or Clinics	Establishments for medical, surgical, and emergency care of animal, to include veterinary office and clinics without animal boarding	a) One (1) space per two ~~one~~ hundred fifty ~~(150)~~ (250) s.f. of floor area (Ord. No. 04-198) (Ord. No. 2016-XX)

Exhibit 2
Draft Ordinance

ORDINANCE NO. 2016-33

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

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Maricopa County, Arizona, held a public hearing on September 29, 2016 on Zoning Ordinance Text Amendment Case TA16-0005 to consider proposed amendments to the Peoria City code as provided in Section 14-23 of Chapter 14 of the Peoria City Code (1977 edition), after notice in the manner provided by law; and

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 September 2, 2016; and

WHEREAS, the Planning and Zoning Commission of the City of Peoria, Arizona at its regularly convened meeting of September 29, 2016 voted to recommend to the Mayor and Council of the City of Peoria, Arizona, that amendments be made to the Peoria City Code (1977 edition) and Chapter 14 of the Peoria City Code; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, have considered the recommendation of the Planning and Zoning Commission of the City of Peoria, Arizona, and deem it to be in the best interest of the public health, safety and welfare of the residents of the City of Peoria, Arizona to amend Article 14-23 Parking And Loading Requirements, of Chapter 14 of the Peoria City Code (1977 edition):

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

SECTION 1. of Chapter 14 of the Peoria City Code (1977 edition) shall be amended to read as indicated on Exhibit A.

SECTION 2. Effective Date. This Ordinance shall become effective on the date provided by law.

SECTION 3. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 22nd day of November, 2016.

_____
Cathy Carlat, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen J. Burg, Interim City Attorney

Published in: Peoria Times
Publication Date: December 2, 2016
Effective Date:

Exhibit A

ARTICLE 14-23
PARKING & LOADING REQUIREMENTS

(Ord. No. 02-67, 2011-25, 2013-16, 2016-XX)

CONTENTS

14-23-1 INTENT
14-23-2 PLANS REQUIRED
14-23-3 PARKING REQUIREMENTS
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2. *Non-Residential Uses*

USE	DESCRIPTIONS	PARKING RATIO
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CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 7C.

Date Prepared: 11/1/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Roy W. Minter, Jr., Chief of Police

SUBJECT: Grant, U.S. Department of Justice, Police Officer Position

Purpose:

This is a request for City Council to authorize acceptance of funding from the U.S. Department of Justice, FY16 Community Oriented Policing Services (COPS) Hiring Program Grant to hire one new police officer. Funding will include a portion of the officer's salary and benefits with a maximum of $125,000 through August 2019.

Background/Summary:

The U.S. Department of Justice is funding the FY16 COPS Hiring Program Grant. The purpose of the COPS Hiring Program Grant is to enhance public safety by utilizing community policing to increase crime prevention and assisting with full-time sworn officer staffing needs throughout agencies nationwide.

Funding was requested to improve trust and legitimacy with the community through partnerships with city neighborhoods. This officer will focus on specific neighborhood issues and create innovative partnerships in solving crime. This officer will engage with the citizens and use principles of procedural justice to increase legitimacy in the community. The focus will be on sustained long-term solutions to reduce crime in identified areas.

The COPS Hiring Program Grant will partially fund one police officer position for three years with a required annual match from the City of Peoria. The city would be responsible for fully funding the position beginning in FY2020. This grant is reimbursable and will provide funding through August 2019.

Previous Actions:

City Council has previously accepted funding from the U.S. Department of Justice for the COPS Hiring Program Grant. Prior to the current award, awards made by the U.S. Department of Justice to the City of Peoria for COPS Hiring were accepted in 2013 and 1999.

Options:

A: Accept the grant award totaling $125,000, authorize one new police officer position and approve a budget adjustment up to $102,000 from the General Fund Contingency account to the Police Department accounts.

B: Do not accept the grant to be used by Peoria Police Department to hire one officer.

Staff Recommendation:

Discussion and possible action to: (a) accept $125,000 from the Community Oriented Policing Services Hiring Program Grant to be used by Peoria Police Department to add one new police officer position; (b) approve a budget adjustment in an amount up to $102,000 from the General Fund Contingency account to various Police Department accounts for ongoing costs; (c) approve a budget authorization in the amount of $4,830 from the Police Asset Forfeiture account for one-time funding; and (d) authorize one new police officer position.

Fiscal Analysis:

The COPS Hiring Program Grant will fund $41,667 annually for three years with a maximum of $125,000 to help offset the cost of one new police officer position. The Peoria Police Department will be required to fund any additional costs above the annual amount. After the three year duration of federal funding, the city will be required to fund the ongoing position from the general fund.

The cost of the new police officer position is estimated at an average of $102,000 annually over the 3 year period. Therefore, the net average annual ongoing impact including the grant offset is expected to be $60,333 for the first three years.

For FY2017, a budget adjustment is requested for up to $102,000 (amount may be pro-rated based on actual hiring date) from the General Fund Contingency Account (1000-0300-570000) to various Police Department accounts for ongoing funding. Also request budget authorization of $4,830 from the Police Asset Forfeiture Account (7350-7500) for one-time funding.

SWORN OFFICER COSTS - ANNUAL ONGOING COSTS

Account #	Description	Annual Ongoing Costs
1020-510000	Salary/Benefits (1 officer)	95,000
0000-424004	COPS Grant (Revenue offset)	(41,667)
1020-510200	Officer Overtime	3,000
1020-513500	Officer Uniform Allowance	1,200
3760-530028	Portable Radio IT User Fee	600
1020-530010	Safety Apparel - Vest/Helmet	350
1040-532502	Taser w/cartriges	400
1040-532510	Weapon w/ammo	350
1030-523510	Body-Worn Camera	1,100
	Total (including revenue offset)	**$60,333**

SWORN OFFICER COSTS - ONE-TIME

Account #	Description	One-Time Costs
7500-530010	Safety Apparel - Vest/Helmet	1,500
7500-530023	Safety Supplies (gas mask, oc spray, PPE)	830
7500-532502	Taser w/cartridges	1,200
7500-532510	Weapon w/ammo	800
7500-530019	Body-Worn Camera	500
	Total	**$4,830**

Narrative:

Once approved, the grant will be executed as needed.

ATTACHMENTS:

Award Letter
Grant Terms

Contact Name and Number:

Jennifer Loper, 623-773-7072

U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street, N.E., Washington, DC 20530

October 1, 2016

Chief of Police Roy Minter
Peoria, City of
8401 West Monroe Street
Peoria, AZ 85345

Subject: COPS Hiring Program Award # 2016ULWX0012
ORI#: AZ00721

Dear Chief of Police Minter:

Congratulations on your agency's award for 1 officer position(s) and $125,000.00 in federal funds over a three-year award period under the 2016 COPS Hiring Program (CHP). The local cash match required for this award will be $160,343.00 . Your agency may use CHP award funding to hire new officers or rehire officers who have been laid off, or are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS website at www.cops.usdoj.gov within 90 days from the date of this letter.**

The official start date of your award is September 1, 2016. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

Supplemental online award information for 2016 COPS CHP recipients can be found on the CHP Program Page (www.cops.usdoj.gov/default.asp?Item=2367). We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2016 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above

website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

The FBI is retiring the current Summary Reporting System (SRS) and will transition to an all-National Incident-Based Reporting System (NIBRS) data collection system within the next 5 years. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, state, and local level. Beginning in 2021, the FBI will no longer collect summary data and will only accept data in the NIBRS format and COPS Office awards will be based on submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. The COPS Office encourages its award recipients to submit NIBRS data to the FBI Criminal Justice Information Services Division in a timely manner, thereby ensuring sufficient and complete crime and arrest data is available for consideration.

Once again, congratulations on your 2016 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

Sincerely,

[redacted]

Ronald L. Davis
Director

Additional Award Notification

U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, N.E., Washington, DC 20530

COPS

Award Document
COPS Hiring Program

CFDA - 16.710 – Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406

Review Copy

Award Number:	2016ULWX0012
ORI Number:	AZ00721
OJP Vendor Number:	866003634
Applicant Organization's Legal Name:	Peoria, City of
DUNS Number:	809812170
Law Enforcement Executive:	Chief of Police Roy Minter
Government Executive:	City Manager Carl Swenson

Award Start Date: 09/01/2016 **Award End Date:** 08/31/2019

Full-Time Officers Funded: 1

New Hires: 1 **Rehires - Scheduled for Lay-Off:** 0

Rehires - Previously Laid Off: 0

Award Amount: $125,000.00

The FY 2016 COPS Hiring Program (CHP) provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of $125,000 per officer position.

The Financial Clearance Memorandum (FCM), included in your award package, is incorporated by reference into this Award Document and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2016 COPS Hiring Program Award Terms and Conditions, the approved budget in the FCM, and if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document.

[redacted]

Ronald L. Davis
Director

Date: 09/08/2016

False statements or claims made in connection with COPS awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice

Office of Community Oriented Policing Services

2016 COPS Hiring Program Award Terms and Conditions

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following award terms and conditions:

1. **Award Owner's Manual.** The recipient agrees to comply with the terms and conditions in the 2016 CHP Award Owner's Manual; COPS Office statute (42 U.S.C. §. 3796dd, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); representations made in the CHP award application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. **Assurances and Certifications.** The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its CHP application.

3. **Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of $125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

   Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

   - Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
   - Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
   - Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

   If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request a post-award award modification and receive prior approval before spending CHP funding under the new category.

   The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

   Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

4. **Supplementing, not Supplanting.** State , local, and tribal government recipients must use CHP funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (officer hiring) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award.

5. **Extensions.** Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

6. **Modifications.** During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

7. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the CHP award. The recipient agrees to cooperate with the monitors and evaluators.

8. **Reports/Performance Goals.** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting quarterly programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding.

9. **Award Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a CHP award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award.

10. **Federal Civil Rights.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subrecipients, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin (which includes providing limited English proficient persons meaningful access to your programs), sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279, as amended by Executive Order 13559, and the implementing regulations at 28 C.F.R Part 38 Partnerships With Faith-Based and Other Neighborhood Organizations, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by faith-based organizations on the basis of belief or nonbelief.

11. **Equal Employment Opportunity Plan.** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. **False Statements.** False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, or debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. **Duplicative Funding.** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

14. **Additional High-Risk Recipient Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.207 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101).

15. **System for Award Management (SAM) and Universal Identifier Requirements.** The Office of Management and Budget requires federal agencies to include the following standard award term in all awards and cooperative agreements made on or after October 1, 2010:

    A. Requirement for System for Award Management (SAM)

    Unless you are exempted from this requirement under 2 C.F.R. Part 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

    B. Requirement for Data Universal Numbering System (DUNS) Numbers

    If you are authorized to make subawards under this award, you:

    1. Must notify potential subrecipients that no entity (see definition in paragraph C. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
    2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

    C. Definitions

    For purposes of this award term:

    1. System for Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
    2. Data Universal Numbering System (DUNS) number means the nine- or thirteen-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet at www.fedgov.dnb.com/webform.
    3. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
        a. A governmental organization, which is a state, local government, or Indian Tribe;
        b. A foreign public entity;
        c. A domestic or foreign non-profit organization;
        d. A domestic or foreign for-profit organization; and
        e. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
    4. Subaward:
        a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
        b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
        c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
    5. Subrecipient means an entity that:
        a. Receives a subaward from you under this award; and
        b. Is accountable to you for the use of the federal funds provided by the subaward.

16. **Reporting Subawards and Executive Compensation.** The Office of Management and Budget requires federal agencies to include the following standard award term in all awards and cooperative agreements made on or after October 1, 2010:

    A. Reporting of first-tier subawards.

    1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates $25,000 or more in federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph E. of this award term).
    2. Where and when to report.
        a. You must report each obligating action described in paragraph A.1. of this award term to www.fsrs.gov.
        b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
    3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives.
   1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
      a. the total federal funding authorized to date under this award is $25,000 or more;
      b. in the preceding fiscal year, you received—
         I. 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
         II. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
      c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.
   2. Where and when to report. You must report executive total compensation described in paragraph B.1. of this award term:
      a. As part of your registration profile at www.sam.gov.
      b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.
   1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
      a. in the subrecipient's preceding fiscal year, the subrecipient received—
         I. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
         II. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
      b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.
   2. Where and when to report. You must report subrecipient executive total compensation described in paragraph C.1. of this award term:
      a. To the recipient.
      b. By the end of the month following the month during which you make the subaward.
         For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions
   1. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
      a. Subawards, and
      b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:
   1. Entity means all of the following, as defined in 2 C.F.R. Part 25:
      a. A governmental organization, which is a state, local government, or Indian Tribe;
      b. A foreign public entity;
      c. A domestic or foreign non-profit organization;
      d. A domestic or foreign for-profit organization;
      e. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
   2. Executive means officers, managing partners, or any other employees in management positions.
   3. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___.210 of the attachment to OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations").
c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:
   a. Receives a subaward from you (the recipient) under this award; and
   b. Is accountable to you for the use of the federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):
   a. Salary and bonus.
   b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   e. Above-market earnings on deferred compensation which is not tax-qualified.
   f. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

17. **Debarment and Suspension.** The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs.

18. **Employment Eligibility.** The recipient agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

19. **Whistleblower Protection.** The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendix F in the Award Owner's Manual for a full text of the statute.

20. **Mandatory Disclosure.** Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.338 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101.

21. **Conflict of Interest.** Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.112 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101.

22. **Contract Provision.** All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101. Please see appendix G in the Award Owner's Manual for a full text of the contract provisions.

23. **Restrictions on Internal Confidentiality Agreements.** No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a

federal department or agency authorized to receive such information.

24. **Recipient Integrity and Performance Matters.** The Office of Management and Budget requires federal awarding agencies to include the following standard award term in all awards over $500,000 made on or after January 1, 2016:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. Of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

i. It could have led to an outcome described in paragraphs 2.c.(1), (2), or (3) of this award term and condition;

ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of

competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active awards, cooperative agreements, and procurement contracts includes—
   (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
   (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

25. **Contracts and/or MOUs with other Jurisdictions.** Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

26. **Retention.** At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP funded positions to fill locally-funded vacancies resulting from attrition.

27. **Community Policing.** Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

    The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

28. **Local Match.** Recipients are required to contribute a local match of at least 25 percent toward the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly.

29. **School Resource Officer (SRO) Training Requirement.** COPS-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) basic training course no later than nine months after the date shown on the award congratulatory letter. If a COPS-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO basic training course. The new SRO must complete the training no later than nine months after being placed in the school.

Award Document Supplement

2016 COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of School Based Policing through School Resource Officers (SRO), Gun Violence, Homeland Security, Building Trust or Homicide Reduction.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2016 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2016 CHP award, recipients using CHP funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;

- The purpose of the MOU
- Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
- Information sharing
- Supervision responsibility and chain of command for the SRO
- Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 8C.

Date Prepared: 11/8/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Bobby Ruiz, Fire Chief

SUBJECT: Grants, State of Arizona Department of Homeland Security, Various Fire Department Programs

Purpose:

This is a request for City Council to authorize the Peoria Fire-Medical Department to accept two grants from the Arizona Department of Homeland Security totaling $58,500 for the CBRNE and TLO programs.

Background/Summary:

The Peoria Fire-Medical Department has been working collaboratively over the past several years to develop various emergency response programs. In order to further integrate Peoria as part of the statewide disaster response program, the Peoria Fire-Medical Department has received 2016 Homeland Security Grant funds from the Arizona Department of Homeland Security (AZDOHS) in the amount of $58,500 to (1) strengthen chemical, biological, radiological, nuclear or explosive (CBRNE) weapon detection, response and decontamination capabilities; and (2) sustain and enhance the Terrorism Liaison Officer (TLO) program.

The Fire-Medical Department received an award in the amount of $50,000 to purchase supplies and provide training to support, enhance and maintain CBRNE operations.

The Fire-Medical Department also received an award in the amount of $8,500 to purchase equipment and supplies to support TLO operations and provide access to critical information when out in the field. The TLO program functions as a Field Intelligence Unit in support of police tactical, hazardous material, explosive special operations and uncommon event types.

These grants are reimbursable with funding through September 2017.

Previous Actions:

City Council has previously accepted grants from AZDOHS. This will be the tenth consecutive year that the City of Peoria has received grant funding from this organization.

Options:

A : Accept the two grant awards in the amount of $58,500 from the Arizona Department of Homeland Security and approve a budget adjustment in the amount of $58,500 from the Proposed Grants Contingency Account to the Homeland Security Fund, thus providing expenditure authority.

B: Do not to accept the grants from the Arizona Department of Homeland Security.

Staff Recommendation:

Discussion and possible action to: (a) authorize the Fire-Medical Department to accept two grant awards in the total amount of $58,500 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) approve a budget amendment in the amount of $58,500 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

Fiscal Analysis:

Request a budget amendment of $58,500 from the Proposed Grants Contingency account to the Homeland Security Grant Fund thus providing expenditure authority.

Dept	Account #	Description	Amount	Program
Fire	7670-7870-530012	Expendable Tools and Equipment	$8,100	CBRNE
Fire	7670-7870-530019	Operational Supplies/Equipment	$5,160	CBRNE
Fire	7670-7870-524007	Tools R & M	$11,000	CBRNE
Fire	7670-7870-530023	Safety Supplies and Equipment	$1,320	CBRNE
Fire	7670-7870-520511	Training	$24,420	CBRNE
Fire	7670-7870-523510	Telecomm Service, Lease/Rental	$500	TLO
Fire	7670-7870-530012	Expendable Tools and Equipment	$8,000	TLO

Narrative:

Once the grants are approved by City Council the contract funds will be available for use for each program.

ATTACHMENTS:

CBRNE - Grant
TLO - Grant

Contact Name and Number:

Bobby Ruiz, (623) 773-7380

SUBRECIPIENT AGREEMENT

16-AZDOHS-HSGP-160815-02

Between

The Arizona Department of Homeland Security

And

Peoria Fire-Medical Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Peoria Fire-Medical Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **October 1, 2016** and shall terminate on **September 30, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"CBRNE Enhancement"** and funded at **$50,000** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

a. Provide up to **$50,000** to the Subrecipient for services provided under Paragraph III.

b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. **FISCAL RESPONSBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. **FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.

b) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).

c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. **APPLICABLE FEDERAL REGULATIONS**

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website *http://www.dol.gov/compliance/laws/comp-dbra.htm*.

National Incident Management System (NIMS)
The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation
The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Included within the above mentioned guidance documents are provisions for the following:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov.*

Procurement
The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov/grants.*

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.

b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

Nonsupplanting Agreement
The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

    1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

    2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at *www.azdohs.gov*. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

    1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov*.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The

Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov*. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

    a. In case of equipment disposition:
    The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements
The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. **ASSIGNMENT AND DELEGATION**

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. **AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. **US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

   Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags
Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article F - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article I - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article N - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

Article X - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

Article AC - Procurement of Recovered Materials
The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act
The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XIV. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**
Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. **AGREEMENT RENEWAL**
This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. **RIGHT TO ASSURANCE**
If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. **CANCELLATION FOR CONFLICT OF INTEREST**
The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. **THIRD PARTY ANTITRUST VIOLATIONS**
The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. **AVAILABILITY OF FUNDS**
Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. §

35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. **FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. **PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. **GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of

the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. **LICENSING**

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. **SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. **ADVERTISING AND PROMOTION OF AGREEMENT**

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. **OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. **TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. **PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. **AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. **SPECIAL CONDITIONS**

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. **NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Deputy Chief, Stacy Irvine
Enter Title, First & Last Name Above
Peoria Fire-Medical Department
Enter Agency Name Above
8401 W. Monroe Street
Enter Street Address Above
Peoria, AZ 85345
Enter City, State, ZIP Above

XXXVIII. **IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	**FOR AND BEHALF OF THE**
Peoria Fire-Medical Department Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	Gilbert M. Orrantia
Stacy Irvine, Deputy Chief Print Name & Title Above	Director
Enter Date Above	Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen J.Burg, Acting City Attorney

SUBRECIPIENT AGREEMENT

16-AZDOHS-HSGP-160815-01

Between

The Arizona Department of Homeland Security

And

Peoria Fire-Medical Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Peoria Fire-Medical Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **October 1, 2016** and shall terminate on **September 30, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"2016 Peoria Fire - Medical TLO Sustainment and Enhancement "** and funded at **$8,500** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

a. Provide up to **$8,500** to the Subrecipient for services provided under Paragraph III.

b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. **FISCAL RESPONSBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. **FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.

b) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).

c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. **APPLICABLE FEDERAL REGULATIONS**

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website *http://www.dol.gov/compliance/laws/comp-dbra.htm*.

National Incident Management System (NIMS)
The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation
The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Included within the above mentioned guidance documents are provisions for the following:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov.*

Procurement
The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov/grants.*

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.

b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

Nonsupplanting Agreement
The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

    1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

    2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at *www.azdohs.gov*. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

    1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov*.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The

Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov*. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

    a. In case of equipment disposition:
    The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements
The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. **ASSIGNMENT AND DELEGATION**

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. **AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. **US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

   Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags
Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article F - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article I - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article N - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

Article X - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

Article AC - Procurement of Recovered Materials
The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act
The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XIV. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**
Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. **AGREEMENT RENEWAL**
This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. **RIGHT TO ASSURANCE**
If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. **CANCELLATION FOR CONFLICT OF INTEREST**
The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. **THIRD PARTY ANTITRUST VIOLATIONS**
The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. **AVAILABILITY OF FUNDS**
Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. §

35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. **FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. **PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. **GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of

the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. **LICENSING**

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. **SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. **ADVERTISING AND PROMOTION OF AGREEMENT**

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. **OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. **TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. **PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. **AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. **SPECIAL CONDITIONS**

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. **NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Deputy Chief, Stacy Irvine
Enter Title, First & Last Name Above
Peoria Fire-Medical Department
Enter Agency Name Above
8401 W. Monroe Street
Enter Street Address Above
Peoria, AZ 85345
Enter City, State, ZIP Above

XXXVIII. **IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Peoria Fire-Medical Department
Enter Agency Name Above

Authorized Signature Above
Stacy Irvine, Deputy Chief
Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen J. Burg, Acting City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 9C.

Date Prepared: 10/31/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Intergovernmental Agreement, Maricopa County, Traffic Control Permit Fees

Purpose:

This is a request for the City Council to adopt a Resolution to approve an intergovernmental agreement with Maricopa County, implementing a cooperative agreement to waive traffic control permit fees in certain circumstances.

Background/Summary:

The City of Peoria adjoins Maricopa County at various locations. As a result, it is not unusual for the City or its contractor to be constructing a project adjacent to or near the County's right-of-way that requires traffic control devices to be set up in the County's right-of-way for property notice and safety reasons. In such instances, the City must apply for and pay for a traffic control permit. The same is true when the County or its contractor is constructing a project adjacent to or near the City's right-of-way.

City and County staff agree that paying one another for these fees is unnecessary and that the process of obtaining such permits should be expedited to the extent possible. Under the terms of the proposed intergovernmental agreement, the City and County will waive traffic control permit fees for one another and expedite the review of traffic control applications and plans. Once approved, the agreement will remain in effect through June 30, 2021.

Below are the terms of the proposed intergovernmental agreement:

Responsibilities of the County and the City:

- Each party shall ensure that each permit issued under authority of this agreement complies with all standard permitting requirements and other terms as may be deemed necessary by the County Transportation Director (or designee) and the City Manager (or designee)
- Each party shall ensure any contractor liability insurance is acquired and lists the permitting party as additional insured. Each party shall also provide a copy of the insurance certificate to the permitting party, as applicable.
- Each party shall reference this agreement when applying for a permit under the conditions of this agreement.

- Each party shall submit the required traffic control application(s) and traffic control plan(s).
- Each party shall expedite the review of the traffic control application and plan, if applicable.

Responsibilities of the County:

- The County Transportation Director (or designee) may, in coordination with the County Manager (or designee), determine projects suitable for eligibility to waive traffic control permit fees.
- Upon receipt of proper documentation, the City shall waive all traffic control permit fees for County projects meeting the criteria in the agreement.
- The City Manager (or designee) shall retain appropriate files related to any permit issued under the authority of this agreement until all terms provided in the agreement and the pertinent permit have been satisfied, or as otherwise required by law.

Responsibilities of the City:

- The City Manager (or designee) may, in coordination with the County Transportation Director (or designee), determine projects suitable for eligibility to waive traffic control permit fees.
- Upon receipt of proper documentation, the County shall waive all traffic control permit fees for City projects meeting the criteria in the agreement.
- The County Transportation Director (or designee) shall retain appropriate files related to any permit issued under the authority of this agreement until all terms provided in the agreement and the pertinent permit have been satisfied, or as otherwise required by law.

Previous Actions:

No previous actions

Options:

A. Approve an intergovernmental agreement with Maricopa County, implementing a cooperative agreement to waive traffic control permit fees under certain circumstances.

B : Deny approval of the intergovernmental agreement with Maricopa County. This will preserve the status quo, which requires the City and the County to pay one another for traffic control permits that benefit both parties.

Staff Recommendation:

Discussion and possible action to adopt **RES. 2016-122** approving an intergovernmental agreement with Maricopa County, implementing a cooperative agreement to waive traffic control permit fees under certain circumstances.

Fiscal Analysis:

This agreement is cost neutral. If approved, the City will no longer collect traffic control permit fees from the County for certain projects, but neither will the City pay these same fees to the County. The City's fee for a traffic control permit is $100, so the magnitude of these fees is quite small.

ATTACHMENTS:

Exhibit 1: Resolution
Exhibit 2: Intergovernmental Agreement

Contact Name and Number:

Peter Christensen, Business Services Manager, 623-773-7681

RESOLUTION NO. 2016-122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY IMPLEMENTING A COOPERATIVE AGREEMENT TO WAIVE TRAFFIC CONTROL PERMIT FEES IN CERTAIN CIRCUMSTANCES.

WHEREAS, the City of Peoria (City) Mayor and City Council are authorized by Title 9, Chapter 2, Article 4, Section 9-276 (1) to lay out and establish or otherwise improve streets, alleys, avenues, sidewalks, etc. and by Title 11, Chapter 7, Section 11-951 *et seq.* to enter into Intergovernmental Agreements with other governing bodies for services or joint exercise of powers; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with Maricopa County implementing a cooperative agreement to waive traffic control permit fees in certain circumstances; and

WHEREAS, by the City approving the Intergovernmental Agreement with Maricopa County the public interest will best be served.

THEREFORE, it is resolved by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, to approve and adopt this Resolution to enter into the Intergovernmental Agreement with Maricopa County implementing a cooperative agreement to waive traffic control permit fees in certain circumstances.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 22nd day of November, 2016.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen J. Burg, City Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN MARICOPA COUNTY AND THE CITY OF PEORIA

TO WAIVE TRAFFIC CONTROL PERMIT FEES

(C-64-17-_____-M-___)

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

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorize the County to lay out, maintain, control and manage public roads within the County.

2. A.R.S. Sections 11-951 *et. seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorize the City to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. The Parties desire to develop and implement a cooperative agreement to waive traffic control permit fees under certain circumstances.

5. There are instances where the City or their contractor is constructing a project adjacent to or near the County's right-of-way, but the County is not a partner in the project and the project work is not in the County's right-of-way. These projects may require traffic control devices to be set up in the County's right-of-way for proper notice and safety reasons.

6. There are other instances where the County or their contractor is constructing a project adjacent to or near the City's right-of-way, but the City is not a partner in

the project and the project work is not in the City's right-of-way. These projects may require traffic control devices to be set up in the City's right-of-way for proper notice and safety reasons.

7. In the cases described in Paragraphs 5 and 6, it may be reasonable to consider waiving traffic control permit fees because each Party derives a benefit.

8. The Parties recognize that the circumstances described in Paragraphs 5 and 6 occur an estimated five (5) times per year. The costs of the permits issued by each Party would be expected to total less than $1,000 in fees per year. Nothing in this Agreement shall limit the number of permits per year that are eligible under this Agreement.

DURATION

9. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and the Peoria City Council, and remain in full force and effect through June 30, 2021. Any Party may terminate this Agreement for any reason upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

PURPOSE OF THE AGREEMENT

10. The purpose of this Agreement is to formalize a reciprocal agreement to waive traffic control permit fees in certain circumstances.

TERMS OF THE AGREEMENT

11. **Responsibilities of the County and the City:**

11.1 Each Party shall ensure that each permit issued under authority of this Agreement complies with all standard permitting requirements and other terms as may be deemed necessary by the County Transportation Director (or designee) and the City Manager (or designee).

11.2 Each Party shall ensure any contractor liability insurance is acquired and lists the permitting Party as additional insured. Each Party shall also provide a copy of the insurance certificate to the permitting Party, as applicable.

11.3 Each Party shall reference this Agreement when applying for a permit under the conditions of this Agreement.

11.4 Each Party shall submit the required traffic control application(s) and traffic control plan(s).

11.5 Each Party shall expedite the review of the traffic control application and plan, if applicable.

12. **Responsibilities of the County:**

12.1 The County Transportation Director (or designee) may, in coordination with the City Manager (or designee), determine projects suitable for eligibility to waive traffic control permit fees.

12.2 Upon receipt of proper documentation, as listed in Paragraph 11.4, the County shall waive all traffic control permit fees for City projects meeting the criteria in Paragraph 5 and Paragraph 11.

12.3 The County Transportation Director (or designee) shall retain appropriate files related to any permit issued under the authority of this Agreement until all terms provided in the Agreement and the pertinent permit have been satisfied, or as otherwise required by law.

13. **Responsibilities of the City:**

13.1 The City Manager (or designee) may, in coordination with the County Transportation Director (or designee), determine projects suitable for eligibility to waive traffic control permit fees.

13.2 Upon receipt of proper documentation, as listed in Paragraph 11.4, the City shall waive all traffic control permit fees for County projects meeting the criteria in Paragraph 6 and Paragraph 11.

13.3 The City Manager (or designee) shall retain appropriate files related to any permit issued under the authority of this Agreement until all terms provided in the Agreement and the pertinent permit have been satisfied, or as otherwise required by law.

GENERAL TERMS AND CONDITIONS

14. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party

indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

15. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.

16. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:

    16.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.

    16.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

    16.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.

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

17. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.

18. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be

observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

19. All notices required under this agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

City:

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

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

20. This Agreement does not imply authority to perform any tasks, or accept any

responsibility, not expressly stated in this Agreement.

21. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.

22. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.

23. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Peoria City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.

24. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.

25. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

26. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

27. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

28. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

29. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

30. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term “day” as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.

31. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

32. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.

33. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

34. Nothing in this Agreement or any permit shall be construed as committing the Parties to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses associates with a project the Party is not a partner to.

35. Nothing in this Agreement or any permit shall be interpreted to enlarge or expand the County’s or City’s authority.

36. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

37. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY	**CITY OF PEORIA**
Recommended by:	***Recommended by:***
Jennifer Toth, P.E. Date Transportation Director	Carl Swenson Date City Manager
Approved and Accepted by:	***Approved and Accepted by:***
Clint Hickman, Chairman Date Board of Supervisors	Cathy Carlat Date Mayor
Attest by:	***Attest by:***
Clerk of the Board Date	Clerk Date

APPROVAL OF DEPUTY COUNTY ATTORNEY AND CITY ATTORNEY

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

Deputy County Attorney Date	City Attorney Date

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C.

Date Prepared: 11/8/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Bobby Ruiz, Fire Chief

SUBJECT: Memorandum of Understanding, Multiple Fire Departments and Fire Districts, Regional Grant, Virtual Incident Command Center

Purpose:

This request is for the City Council to approve a Memorandum of Understanding with fifteen Fire Departments and Districts to apply for a regional grant. This will allow the Peoria Fire-Medical Department to participate in Command Officer training at the Virtual Incident Command Center (VICC) at Mesa Community College and the Fire-Medical Department will be the administrator of the grant.

Background/Summary:

As part of a regional grant application for training of Command Officers at the VICC, the Peoria Fire-Medical Department will apply for funds to cover costs of class tuition fees and overtime backfill dollars. There is a 15% match for this grant that will come out of existing overtime training budget dollars.

- The City of Peoria shall serve as the primary grant recipient and administrative agent for the grant.
- The City of Peoria, City of Maricopa, City of Mesa, Town of Queen Creek, Sun Lakes Fire District, Gila River Indian Community Fire Department, City of Goodyear, Gilbert Fire & Rescue Department, Glendale Fire Department, Sun City Fire and Medical District, Chandler Fire Health & Medical Department, Rio Verde Fire District, Salt River Fire Department, City of Scottsdale, Superstition Fire and Medical District, and City of Surprise Fire-Medical Department will be the participating entities and sub-recipients in the grant.
- All Parties shall train command officers as specified in the grant through the Mesa Community College Virtual Incident Command Center located at 145 N. Centennial Way, Mesa, AZ 85201. This training shall consist of quarterly training for a period of one year.
- The Parties shall adhere to the 15% cost sharing requirements as contained in the grant and all other grant requirements.

Previous Actions:

In June of 2016, City Council approved a similar regional grant and the Fire-Medical department has been able to send a large number of members to training at the VICC.

Options:

A: The council could approve the MOU to apply and participate in the regional grant.

B: The council could not approve the MOU and decline the request to participate in the regional grant.

Staff Recommendation:

Discussion and possible action to approve a Memorandum of Understanding with fifteen other Fire Departments and Districts through a regional grant allowing the Fire-Medical Department to apply and administer the grant and participate in Command Officer training at the Virtual Incident Command Center.

Fiscal Analysis:

No fiscal impact at this time.

Narrative:

The Virtual Incident Command Center is a facility we currently use for command officer training and Command Officer promotional exams when funds are available. With the grant funds, we will be able to train more personnel and we be reimbursed for associated costs (class fees and backfill overtime).

ATTACHMENTS:

MOU
Appendix A

Contact Name and Number:

Bobby Ruiz, (623) 773-7380

Memorandum of Understanding
Between and Among
The City of Peoria
And
The City of Maricopa, The City of Mesa, The Town of Queen Creek, The Sun Lakes Fire District, The Gila River Indian Community Fire Department, The City of Goodyear, The Gilbert Fire & Rescue Department, The Glendale Fire Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, Rio Verde Fire District, The Salt River Fire Department, The City of Scottsdale, The Superstition Fire and Medical District, and The City of Surprise Fire-Medical Department

This Memorandum of Understanding ("MOU") is entered into on November____, 2016 ("Effective Date") between and among **The City of Peoria,** located at 8401 W. Monroe Peoria, AZ 85345, **The City of Maricopa**, located at 39700 West Civic Center Plaza, Maricopa, Arizona 85138, **The City of Mesa**, located at 20 E. Main Street Mesa, AZ 85201, **The Town of Queen Creek**, located at 22350 S. Ellsworth Road, Queen Creek, AZ 85142, **The Sun Lakes Fire District**, located at 25020 South Alma School Road, Sun Lakes, AZ 85248, **The Gila River Indian Community Fire Department,** 5002 N. Maricopa Road, Chandler, AZ 85226, **The City of Goodyear**, 190 N Litchfield Road, Goodyear, AZ 85338, **The Gilbert Fire & Rescue Department**, located at 85 E. Civic Center Drive, Gilbert, AZ 85296, **The Glendale Fire Department**, 6829 N. 58th Drive, Glendale, Arizona 85301, **The Sun City Fire and Medical District,** located at 18602 N.99th Avenue, Sun City, AZ 85382, **The Chandler Fire, Health & Medical Department**, located at 151 E. Boston Street, Chandler, AZ 85225, **Rio Verde Fire District**, 25608 N. Forest Rd. Rio Verde, AZ 85263, **The Salt River Fire Department**, located at 10005 East Osborn Road, Scottsdale, AZ 85256, **The City of Scottsdale**, located at 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251, and **The Superstition Fire and Medical District**, located at 565 N. Idaho Road, Apache Junction, AZ 85119, **The City of Surprise Fire-Medical Department** located at 14250 W. Statler Plaza, Suite 101, Surprise, AZ 85374 (hereinafter referred to collectively as "Parties" or individual as "Party").

IN ORDER to fulfill the obligations of a FEMA Assistance to Firefighters grant award, between and among the Parties, the Parties desire to identify mutual interests and set forth their intent to collaborate on grant related activities.

I. Intended Areas of Cooperation.

A. The City of Peoria shall serve as the primary grant recipient and administrative agent for the grant.

B. The City of Peoria, The City of Maricopa, The City of Mesa, The Town of Queen Creek, The Sun Lakes Fire District, The Gila River Indian Community Fire Department, The City of Goodyear, The Gilbert Fire & Rescue Department, The Glendale Fire Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, Rio Verde Fire District, The Salt River Fire Department, The City of Scottsdale, The Superstition Fire and Medical District, and The City of Surprise Fire-Medical Department will be participating entities and sub-recipients in the grant.

C. All Parties shall train command officers as specified in the grant through the Mesa Community College Virtual Incident Command Center ("VICC") located at 145 N. Centennial Way, Mesa, AZ 85201. This training shall consist of Blue Card Certification and quarterly training for a period of one year commencing with the grant award as outlined in the grant proposal, subject to any revisions by the granting agency.

D. The Parties shall adhere to the 15% cost sharing requirements as contained in the grant and all other grant requirements.

E. The Parties shall adhere to the fiscal and programmatic reporting requirements specified in the grant award and to provide such information on a timely basis to the City of Peoria.

F. The Parties anticipate several benefits of these collaborative activities, which may include but are not limited to:

- Improved outcomes of critical incident response;
- Improved outcomes of mutual aid; and
- Improved public safety.

II. Duration and Termination.

A. The Parties will implement this potential collaboration during the one-year period commencing on the Effective Date of the potential grant award that includes any potential grant extension period and grant close-out period. Unless renewed by the Parties, this MOU will expire at the end of the grant period.

B. Any Party may terminate its participation in this this MOU by providing at least sixty (60) days written notice to the other Parties unless such termination would affect the terms of the grant.

III. Miscellaneous Provisions.

A. Use of Trade names/Logos. The names, crests, and logos of each Party are the intellectual property of that Party and may not be used without that Party's prior express written permission for each specific usage.

B. Indemnification. Each Party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other Parties, its elected officials, officers, officials, agents, employees, or volunteers (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 to any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

C. Workers Compensation. The provisions of A.R.S. Section 23-1022(D) shall apply to this MOU. An employee of a public agency, as defined in A.R.S. Section 11-951, who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or

contract is deemed to be an employee of both public agencies for the purposes of A.R.S. Section 23-1022 The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section. Each Party to this MOU shall comply with the posting requirements of A.R.S. Section 23-1022(E)

D. Conflict of Interest. Each Party's participation in this MOU is subject to Section 38-511 of the Arizona Revised Statutes which provides that this MOU may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of a Party is, at any time while this MOU or any extension thereof is in effect, an employee or agent of the other Party to this MOU in any capacity or a consultant to any other Party with respect to the subject matter of this MOU.

E. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by an agency to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that jurisdiction's practice only by the particular agency seeking approval.

F. The Parties agree to maintain and furnish to each other records and documents pertaining to the grant activities provided under this MOU as may be required by Federal, State or local laws, rules, or regulations.

G. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this MOU, and that the person signing on behalf of each has been properly authorized and empowered to enter this MOU.

IV. Federal Provisions.

H. The Parties agree to comply with the Fiscal Year 2016 Department of Homeland Security Standard Terms and Conditions incorporated into this MOU by this referenced and attached as Appendix A.

THIS AREA INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties named below have executed this MOU as first written above.

The City of Peoria

By: _____

Name: Bobby Ruiz

Fire Chief

Date: _____

ATTEST:

_____

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____

Stephen J. Burg, Acting City Attorney

NAME OF ENTITY*

By: _____

Name: _____

Title:_____

Date: _____

*This signature line may be modified to meet individual agency specifications.

The Department of Homeland Security Standard Terms and Conditions 2016

The FY 2016 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS	All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
Activities Conducted Abroad	All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975	All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq*.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
Americans with Disabilities Act of 1990	All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).
Best Practices for Collection and Use of Personally Identifiable Information (PII)	DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.
Civil Rights Act of 1964 **– Title VI**	All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.
Civil Rights Act of 1968	All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).
Copyright	All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.
Debarment and Suspension	All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Drug-Free Workplace Regulations	All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq*.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.
Duplication of Benefits	Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund

	deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.
Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX	All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19
Energy Policy and Conservation Act	All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
***False Claims Act* and Program Fraud Civil Remedies**	All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
Federal Debt Status	All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Federal Leadership on Reducing Text Messaging while Driving	All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.
Fly America Act of 1974	All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Hotel and Motel Fire Safety Act of 1990	In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.
Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)	All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Lobbying Prohibitions	All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.
Non-supplanting Requirement	All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
Notice of Funding Opportunity Requirements	All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
Patents and Intellectual Property Rights	Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Procurement of Recovered Materials	All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Reporting Subawards and Executive Compensation	All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.
SAFECOM	All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Terrorist Financing	All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.
Trafficking Victims Protection Act of 2000	All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.
Rehabilitation Act of 1973	All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance	If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.
Universal Identifier and System of Award Management (SAM)	All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.
USA Patriot Act of 2001	All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Use of DHS Seal, Logo and Flags	All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Whistleblower Protection Act	All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11C.

Date Prepared: 11/3/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

THROUGH: Julie Ayers, Deputy City Manager

FROM: Sonia Andrews, Finance Manager

SUBJECT: Investment Report, Quarter Ending September 30, 2016

Purpose:

This is a request for City Council to review and accept the Investment Report for the quarter ended September 30, 2016.

Background/Summary:

Effective cash management includes investment of available or idle funds. The City of Peoria invests all available funds, 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 Statues Title 35-321 through 35-329. The primary objective of the City's investments, in order of priority, is:

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

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

3. 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 AA or better, Money Market Funds and the Arizona State Investment Pool.

Investment in stocks, mutual funds, hedge funds, real estate, foreign investments or other risky or alternative investments are strictly prohibited.

The Investment Policy imposes a 3 year maximum weighted average maturity on the overall investment portfolio with specific maximum maturities for each type of investment.

The City utilizes FirstSouthwest, 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 City Council to report the investment portfolio holdings, maturity distribution, investment performance and compliance with the Investment Policy.

Previous Actions:

There are no previous actions for this item.

Options:

Council may select the following options:

A: Accept the Quarterly Investment Report as presented
B: Not accept the Quarterly Investment Report and request additional information from staff

Staff Recommendation:

Discussion and possible action to review and accept the Investment Report as presented.

Fiscal Analysis:

There are no fiscal impacts.

Narrative:

For the quarter ended 9/30/16, the City's investments were in compliance with the Investment Policy. Book value of investments at 9/30/16 was $325,059,356 and investment income for the quarter (7/1/16 to 9/30/16) totaled $694,361.

The portfolio's weighted average maturity was 431 days and weighted average yield to maturity was 0.984% for the quarter ended 9/30/16.

The attached Investment Report prepared by FirstSouthwest includes the following detail information on the City's investments:

Contents of Investment Report

1. Snapshot of investment portfolio
2. Benchmark comparisons
3. Investment policy compliance and investment income
4. National economic trends

ATTACHMENTS:

Investment Policy

Contact Name and Number:

Sonia Andrews, (623)773-5206

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Investment Portfolio Summary

City of Peoria

For the Quarter Ended

September 30, 2016

Prepared by
FirstSouthwest Asset Management

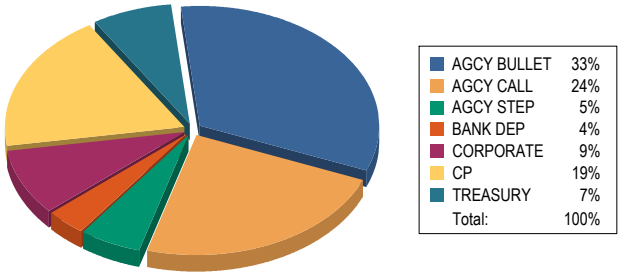
FirstSouthwest AssetManagement
A Hilltop Holdings Company.

City of Peoria
Executive Summary
As of 09/30/16

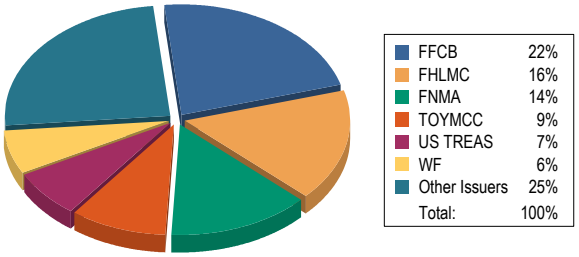
Account Summary

	Beginning Values as of 06/30/16	Ending Values as of 09/30/16
Par Value	330,066,390.04	324,865,007.34
Market Value	330,629,663.84	325,235,350.40
Book Value	330,088,768.46	325,059,355.95
Unrealized Gain /(Loss)	540,895.38	175,994.45
Market Value %	**100.16%**	**100.05%**
Weighted Avg. YTW	0.803%	0.924%
Weighted Avg. YTM	0.859%	0.984%

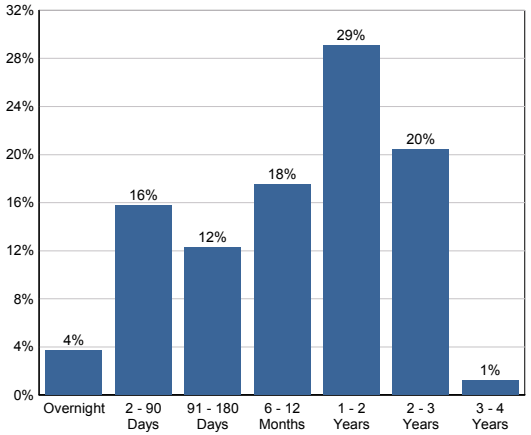
Allocation by Security Type



Allocation by Issuer

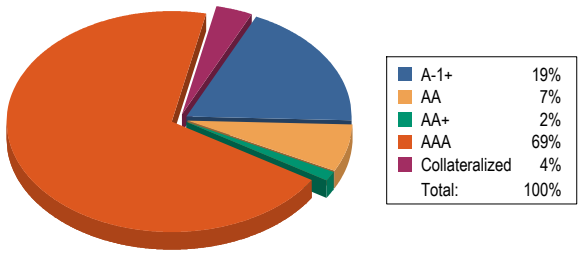


Maturity Distribution %



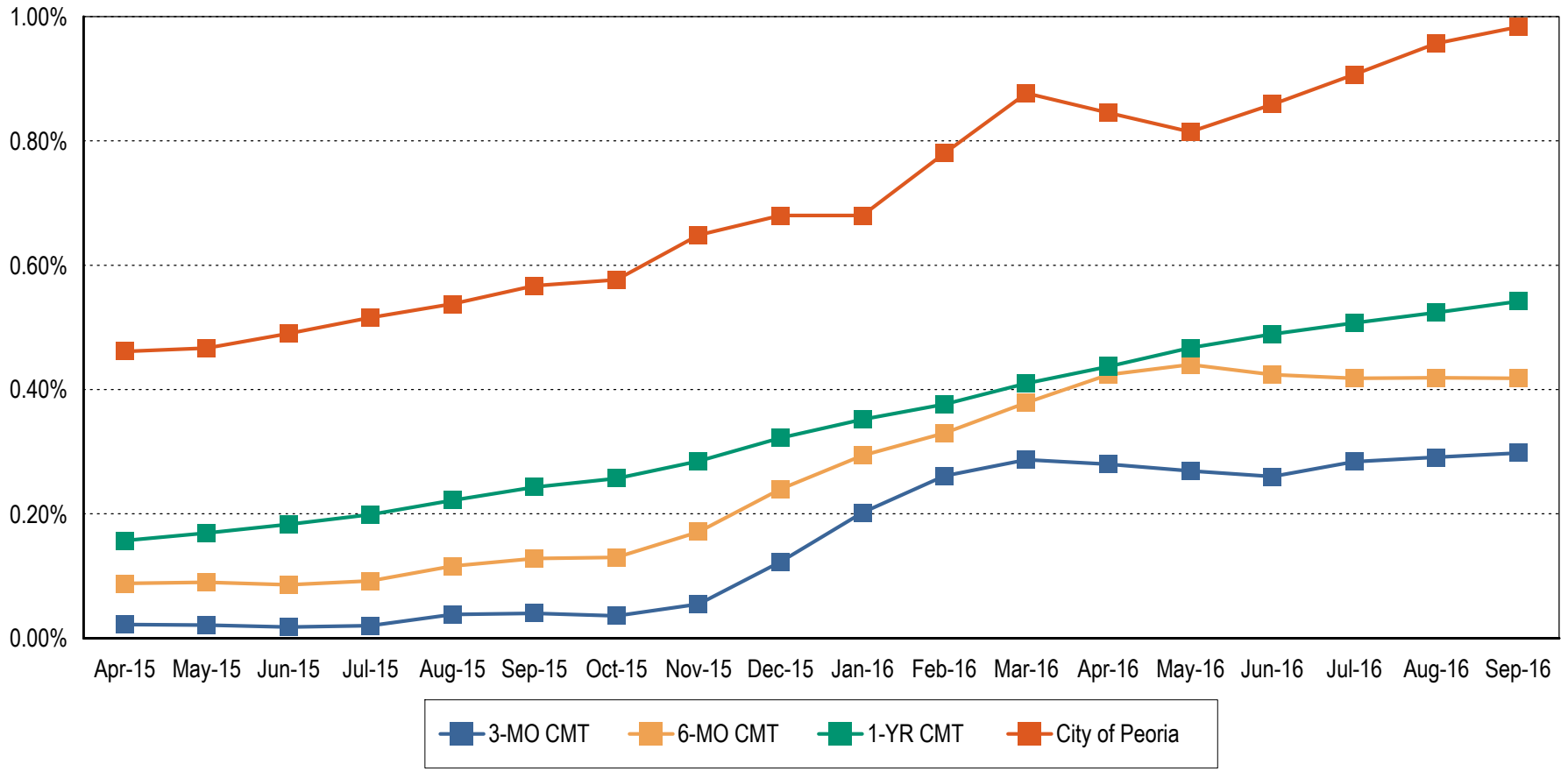
Weighted Average Days to Maturity: 431

Credit Quality



FirstSouthwest AssetManagement
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City of Peoria
Benchmark Comparison
As of 09/30/2016



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

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City of Peoria
Investment Policy Compliance and Investment Income
As of September 30, 2016

Investment Type Allocation:	Book Value	Percent	Policy Maximum	Pass / Fail?
Money Market Funds	11,945,007.34	3.7%	35.00%	Pass
Agencies	200,119,800.27	61.6%	80.00%	Pass
Commercial Paper	60,856,439.27	18.7%	35.00%	Pass
U.S. Treasury	23,048,375.88	7.1%	80.00%	Pass
Corporates	29,089,733.19	8.9%	35.00%	Pass
	325,059,355.95	**100.00%**		

Issuer Allocation:	Book Value	Percent	Policy Maximum	Pass / Fail?
Fannie Mae	45,593,999.54	14.0%	40.00%	Pass
Freddie Mac	52,809,123.95	16.2%	40.00%	Pass
FHLB	18,003,912.94	5.5%	40.00%	Pass
Federal Farm Credit	72,598,863.15	22.3%	40.00%	Pass
U.S. Treasury	23,048,375.88	7.1%	80.00%	Pass
Private Export Funding Corp	11,113,900.69	3.4%	40.00%	Pass
Wells Fargo MM	11,945,007.34	3.7%	35.00%	Pass
GE Capital Corp	-	0.0%	10.00%	Pass
J.P.Morgan Sec	15,896,548.28	4.9%	10.00%	Pass
Kaiser Foundation Hosp	15,020,641.04	4.6%	10.00%	Pass
Toyota Mtr Cr	29,939,249.95	9.2%	10.00%	Pass
Apple Inc	4,995,885.85	1.5%	5.00%	Pass
Berkshire Hathaway	5,042,645.40	1.6%	5.00%	Pass
Chevron Corp	8,004,380.48	2.5%	5.00%	Pass
Exxon Mobil	2,000,580.18	0.6%	5.00%	Pass
Wells Fargo	9,046,241.28	2.8%	5.00%	Pass
	325,059,355.95	**100.00%**		

Investment Income for the Period From 7/1/2016 through 9/30/2016:	
Interest Income	694,361.43
Realized Gains/Losses	-
Net Investment Income	**694,361.43**

Maturity Breakdown:	Book Value	Percent	Policy Maximum	Pass / Fail?
Less Than 90 Days	63,198,769.92	19.4%	No Limit	
90 to 180 Days	39,975,009.15	12.3%	No Limit	
181 to 365 Days	56,951,437.29	17.5%	No Limit	
1 to 2 Years	94,465,912.66	29.1%	No Limit	
2 to 3 Years	66,462,419.37	20.4%	No Limit	
More Than 3 Years	4,005,807.56	1.2%	20.00%	Pass
	325,059,355.95	**100.00%**		

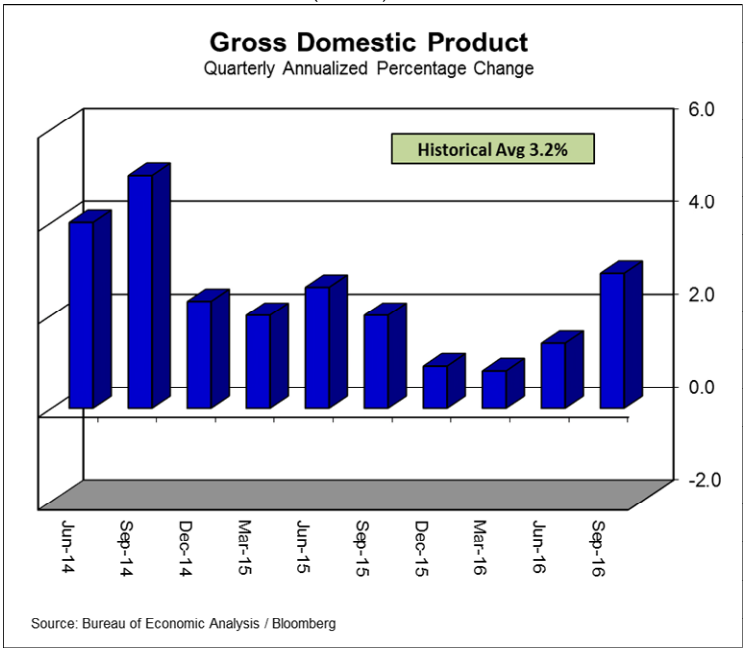
Other Policy Tests:		Pass / Fail?
Policy requires at least 35% of portoflio to mature in less than one year.		
Current Portfolio Maturing in Less Than One Year =	**49.3%**	Pass
Policy sets a maximum weighted average maturity of 3 years (1095 days).		
Current Portfolio Weighted Average Maturity =	**431**	Pass

National Economic Trends

Period ending September 30, 2016

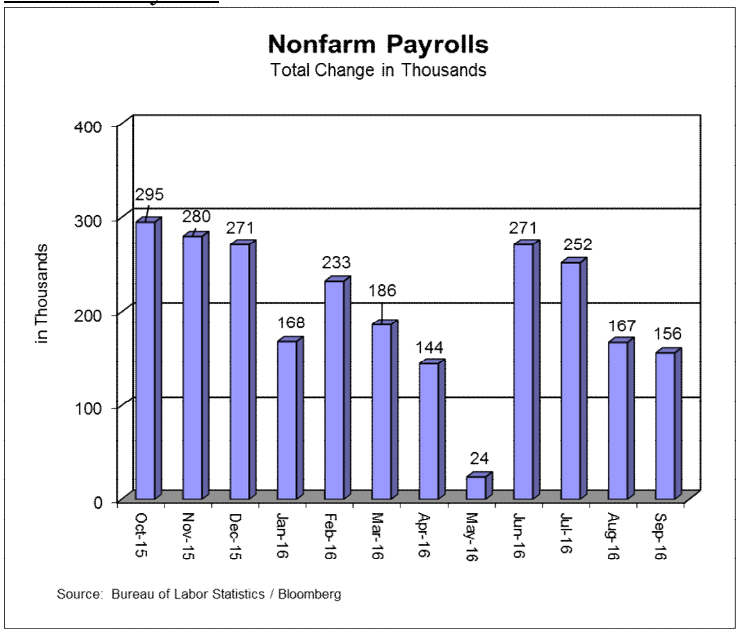
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Gross Domestic Product (GDP)



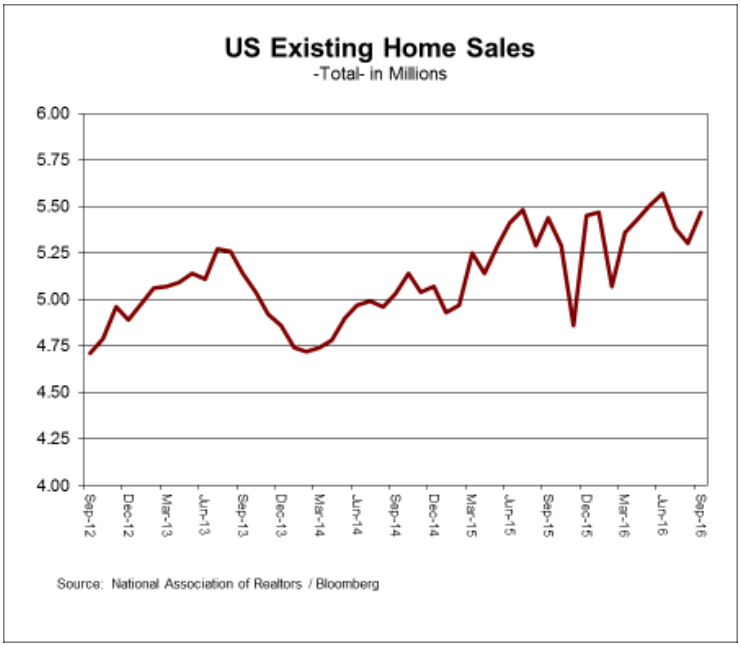
The preliminary look at third quarter gross domestic product (GDP) was strong on the surface, but weak underneath. The +2.9% annualized increase in Q3 GDP was the biggest gain in two years and a sizable improvement from the +1.4% second quarter advance. It also topped the +2.6% median forecast in Bloomberg's survey. Unexpected improvement in the trade picture was a notable contributor. Exports jumped +10% while imports rose a lessor +2.3%, with the net adding +0.8% to GDP. Inventory accumulation made a positive contribution for the first time in five quarters, adding +0.6%. The two factors masked a disturbing drop in consumption which slowed from +4.3 to +2.1%, while final sales, which strip out both inventories and exports, grew an annualized +1.4%, well below the previous quarter's +2.4% gain

Nonfarm Payrolls



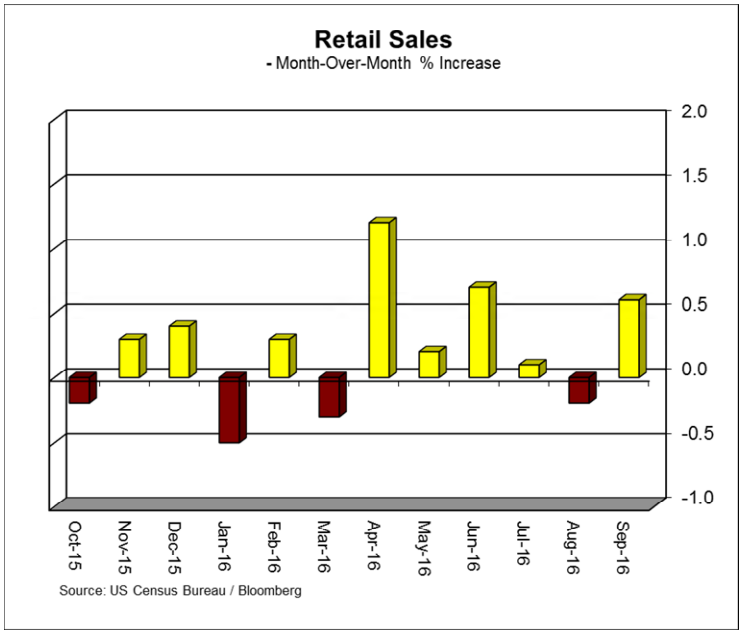
Job creation is the key indicator of Fed policy. Nonfarm payrolls rose by +156k in September after averaging +230k in the previous 3 months. This moderation was probably a deciding factor in the Fed's decision to hold steady at the September FOMC meeting. Also in September, the unemployment rate rose from +4.9% to 5.0% as Americans entering the workforce exceeded the number actually finding work. The labor market participation rate crept up by a tenth to 62.9%, still very near the 40-yr low of 62.4%. Fed officials will have the opportunity to consider both the October and November payroll data before making a decision at the December 13-14 meeting. Although the unemployment rate won't be a deciding factor, average nonfarm payroll growth of +150k or more should be enough to allow a quarter point hike.

Housing



Recent housing data paints a mixed picture, but lean inventory continues to be a big positive factor going forward. Existing home sales unexpectedly rose +3.2% in September to a 5.47 million unit annual pace, within 0.1% of the recovery high point posted in June. The available supply of existing homes fell from 4.6 to 4.5 months - this is very lean considering the brisk pace of sales. The problem in housing is supply, *a good problem to have*. New housing starts plunged -9.0% in September to an 18-month low of 1.047 million units; however, single family starts jumped +8.1% to a 7-month high. It was multifamily starts that did all of the damage to the starts headline, tumbling a massive -38%. Fortunately, multi-family *permits* surged at the same time, suggesting starts should rebound nicely in October.

Retail Sales



Consumer spending slumped in the third quarter despite a solid increase in the last month. Auto sales have fallen from near record levels but are still nearly double the pace experienced during the "cash-for-clunkers" days. Retail sales rose +0.6% in September while August sales were revised upward by 1/10th to -0.2% and the retail sales "control group," used in the GDP calculation, rose by just +0.1%. Unfortunately, whereas growth was hindered early in the recovery by consumer reluctance or inability to borrow, this is no longer the case. Outstanding credit card debt, which dipped below $800 billion in 2012, has come roaring back. According to S&P, revolving credit is fast accelerating and now stands at $969 billion, the highest since April 2009.

The paper was prepared by FirstSouthwest Asset Management, is intended for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product. Information provided in this paper was obtained from sources that are believed to be reliable; however, it is not guaranteed to be correct, complete, or current, and is not intended to imply or establish standards of care applicable to any attorney or advisor in any particular circumstances. The statements within constitute the views of FirstSouthwest Asset Management as of the date of the report and may differ from the views of other divisions/departments of Hilltop Securities. In addition, the views are subject to change without notice. This paper represents historical information only and is not an indication of future performance.

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CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12C.

Date Prepared: 11/7/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

THROUGH: Julie Ayers, Deputy City Manager

FROM: Katie Gregory, Management and Budget Director

SUBJECT: Final Fiscal Year 2016 Budget Amendments

Purpose:

This is a request for the Mayor and City Council to approve the final FY 2016 Budget Amendments. These amendments have no net fiscal impact to the city.

Background/Summary:

The attached schedules list FY 2016 budget amendments which, under current Council and/or Administrative policy, require Council approval. These amendments have been reviewed by the Management and Budget Department and the Chief Financial Officer and are submitted to Council for approval. The following listing describes the budget amendments by category.

Previous Actions:

No previous action has been taken on these budget amendments.

Options:

A: Approve all budget amendments as recommended.

B: Approve only select budget amendments.

C: Do not approve the budget amendments and request further information from Staff.

Staff Recommendation:

Discussion and possible action to approve the final FY 2016 Budget Amendments, which have no net fiscal impact to the city.

Fiscal Analysis:

These budget amendments have no net fiscal impact to the city. Some of the budget

amendments are to provide expenditure authority for funds that have been received, i.e., through grants, IGAs, and/or reimbursements. Other budget amendments are to move existing appropriation to the proper accounts.

Narrative:

FY 2016 Year-End Budget Amendments Summary:

Clean-up – The amendment in this category is for a carryover that should not have been budgeted in FY 2016, returning budget to contingency. The total Clean-up adjustment is $133,748.

Operating – The amendments in the Operating category include increasing budget for Spring Training team payouts, related to increased advertising revenues received in the 2016 Spring Training season; providing expenditure authority for Soccer League revenues received; an amendment to record in-kind services at the Sports Complex; and an amendment to reflect revenues received to offset additional expenditures for Field/Clubhouse rentals and Soccer League costs. The Operating adjustments total $177,185.

Capital Items – The amendments in this category include chargebacks for Engineering and Materials Management. The Capital Items adjustments total $312,884.

ATTACHMENTS:

FY 2016 Budget Amendment Schedule

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit

Clean-up

#4906 - Non-Departmental - MDA Bonds 2012 - Sports Complex

	1000	0300	570000	Contingency			$133,748	$0
	4232	4232	540500	Buildings & Improvements	CIPPK	CS00022	$0	$133,748

Comment: Clean up adjustment for a carryover that should not have been budgeted in FY2016. Returning budget to contingency. No financial impact.

Subtotal for Clean-up Amendments: **$133,748** **$133,748**

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant				Debit	Credit
Operating						
#4884 - Community Services - Spring Training						
	2000	2001	522121	Adv Sales-Padre Share	$14,397	$0
	2000	2001	522122	Adv Sales-Mariner Share	$14,397	$0
	2000	2000	570000	Contingency	$0	$28,794
Comment: The 2016 Spring Training advertising revenues were higher than budget. These revenues are shared with the teams, the City receives the revenue then makes payments to the teams. This amendment provides the budget authority for the team payouts per the contract for the revenues received during the 2016 Spring Training season.						
#4886 - Community Services - Soccer Club						
	2000	2002	522143	Stad Concs Rent-Misc Share	$19,417	$0
	2000	2002	524004	Grounds/Detention R & M	$16,417	$0
	2000	2002	525006	Janitorial Service	$15,648	$0
	2000	2002	520047	Security Services	$11,421	$0
	2000	2002	520099	Other Professional Services	$5,198	$0
	2000	2002	530012	Expendable Tools & Equipment	$2,290	$0
	2000	2000	570000	Contingency	$0	$21,206
	1000	0300	570000	Contingency	$0	$49,185
Comment: For 2016 Soccer League expenditures at the Sports Complex. Revenue to offset these expenses has been received by the City.						
#4889 - Community Services - Complex Operations/Maint						
	2000	2000	525006	Janitorial Service	$42,000	$0
	2000	2000	520070	In Kind Expenses	$18,000	$0
	2000	2000	524002	Building R & M	$18,000	$0
	1000	0300	570000	Contingency	$0	$78,000
Comment: Sports Complex Operations receives and provides in-kind services. To record the transaction in which revenues net with expenditures, a budget amendment is needed for the booking of the expenditure side of transaction in the amount of $18,000. Due to increased demand for Field/Clubhouse rentals and the costs associated with the new Soccer League, the city incurred $60,000 in additional expenditures. However, as a result of this increased usage, the city received $99,000 in additional revenues in rentals and field usage, which more than offset the expenditures.						
				Subtotal for Operating Amendments:	**$177,185**	**$177,185**

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division			Fund - Division - Account - Account Description - Prgm - Proj/Grant			Debit	Credit
Capital							
#4848 - Non-Departmental - Gen Fund Capital Projects							
7911	7911	544001	Cap ENG Chargebacks	CIPPK	CS00059	$21,690	$0
4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00022	$19,083	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00116	$17,843	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00088	$17,405	$0
1900	1900	544001	Cap ENG Chargebacks	CIPOF	ED00024	$12,005	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00480	$11,318	$0
4550	4550	544001	Cap ENG Chargebacks	CIPOF	ED00002	$11,096	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00395	$10,913	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00081	$10,133	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00422	$9,591	$0
1210	0350	544001	Cap ENG Chargebacks	CIPPK	CS00179	$9,585	$0
4550	4550	544001	Cap ENG Chargebacks	CIPST	EN00513	$9,116	$0
1000	0310	544001	Cap ENG Chargebacks	CIPPK	COP0001	$7,518	$0
7010	7075	544001	Cap ENG Chargebacks	CIPTC	EN00170	$7,245	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00243	$6,525	$0
7000	7050	544001	Cap ENG Chargebacks	CIPST	COP0001	$6,458	$0
2270	2350	544001	Cap ENG Chargebacks	CIPWR	UT00390	$5,310	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00421	$5,310	$0
2164	2224	544001	Cap ENG Chargebacks	CIPWR	UT00037	$5,168	$0
4250	4250	544001	Cap ENG Chargebacks	CIPPK	CS00022	$5,156	$0
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00313	$5,153	$0
4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00088	$4,932	$0
4251	4251	544001	Cap ENG Chargebacks	CIPDR	EN00482	$4,860	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00206	$4,208	$0
4251	4251	544001	Cap ENG Chargebacks	CIPDR	EN00119	$4,005	$0
4251	4251	544001	Cap ENG Chargebacks	CIPDR	PW00112	$3,870	$0
7010	7075	544001	Cap ENG Chargebacks	CIPTC	PW00133	$3,555	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00204	$3,465	$0
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00307	$3,195	$0
4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00173	$3,195	$0
2161	2221	544001	Cap ENG Chargebacks	CIPWR	UT00117	$2,492	$0
4240	4240	544001	Cap ENG Chargebacks	CIPPK	CS00054	$2,385	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00359	$2,265	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00394	$2,183	$0
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00191	$2,183	$0
7000	7050	544001	Cap ENG Chargebacks	CIPST	PW00025	$1,710	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWW	UT00313	$1,699	$0
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00306	$1,484	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00266	$1,365	$0
4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00178	$1,343	$0

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division			Fund - Division - Account - Account Description - Prgm - Proj/Grant			Debit	Credit
Capital							
2001	2021	544001	Cap ENG Chargebacks	CIPPK	CS00022	$1,296	$0
7000	7050	544001	Cap ENG Chargebacks	CIPST	EN00359	$1,289	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00143	$1,260	$0
2164	2224	544001	Cap ENG Chargebacks	CIPWR	UT00336	$1,260	$0
4150	4150	544001	Cap ENG Chargebacks	CIPOF	ED00002	$1,197	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00335	$1,170	$0
4251	4251	544001	Cap ENG Chargebacks	CIPST	EN00422	$1,093	$0
4232	4232	544001	Cap ENG Chargebacks	CIPPK	CS00022	$1,088	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00203	$945	$0
2164	2224	544001	Cap ENG Chargebacks	CIPWR	UT00117	$927	$0
4251	4251	544001	Cap ENG Chargebacks	CIPRT	CS00088	$912	$0
4251	4251	544001	Cap ENG Chargebacks	CIPST	EN00513	$893	$0
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00402	$877	$0
1000	0310	544001	Cap ENG Chargebacks	CIPPK	CS00022	$869	$0
4550	4550	544001	Cap ENG Chargebacks	CIPST	EN00501	$855	$0
4251	4251	544001	Cap ENG Chargebacks	CIPST	EN00472	$826	$0
1000	0310	544001	Cap ENG Chargebacks	CIPPK	CS00180	$718	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00309	$714	$0
7010	7075	544001	Cap ENG Chargebacks	CIPTC	EN00348	$653	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00325	$585	$0
4251	4251	544001	Cap ENG Chargebacks	CIPDR	EN00473	$578	$0
4251	4251	544001	Cap ENG Chargebacks	CIPDR	EN00458	$556	$0
2161	2221	544001	Cap ENG Chargebacks	CIPWR	UT00233	$513	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWW	UT00306	$495	$0
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00296	$473	$0
1000	0310	544001	Cap ENG Chargebacks	CIPPK	CS00178	$456	$0
1000	0310	544001	Cap ENG Chargebacks	CIPDR	COP0001	$445	$0
2163	2223	544001	Cap ENG Chargebacks	CIPWW	UT00309	$443	$0
2164	2224	544001	Cap ENG Chargebacks	CIPWW	UT00309	$443	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00472	$408	$0
4240	4240	544001	Cap ENG Chargebacks	CIPDR	EN00458	$360	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00459	$315	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWW	UT00402	$292	$0
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00266	$279	$0
2162	2222	544001	Cap ENG Chargebacks	CIPWR	UT00233	$276	$0
7920	7920	544001	Cap ENG Chargebacks	CIPPK	CS00128	$270	$0
7000	7050	544001	Cap ENG Chargebacks	CIPST	PW01001	$225	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00241	$225	$0
4550	4550	544001	Cap ENG Chargebacks	CIPST	EN00241	$224	$0
2400	2550	544001	Cap ENG Chargebacks	CIPWW	UT00309	$218	$0
2161	2221	544001	Cap ENG Chargebacks	CIPWR	UT00037	$186	$0

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division		Fund - Division - Account - Account Description - Prgm - Proj/Grant				Debit	Credit
Capital							
1970	1970	544001	Cap ENG Chargebacks	CIPOF	CS00180	$181	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	ED00009	$179	$0
2162	2222	544001	Cap ENG Chargebacks	CIPWR	EN00513	$157	$0
2400	2550	544001	Cap ENG Chargebacks	CIPWR	UT00266	$155	$0
2506	2626	544001	Cap ENG Chargebacks	CIPWW	UT00309	$147	$0
2509	2629	544001	Cap ENG Chargebacks	CIPWW	UT00309	$147	$0
2164	2224	544001	Cap ENG Chargebacks	CIPWR	UT00334	$135	$0
4251	4251	544001	Cap ENG Chargebacks	CIPDR	EN00478	$135	$0
4252	4252	544001	Cap ENG Chargebacks	CIPRT	EN00371	$133	$0
4240	4240	544001	Cap ENG Chargebacks	CIPDR	EN00473	$119	$0
4240	4240	544001	Cap ENG Chargebacks	CIPDR	EN00524	$117	$0
4550	4550	544001	Cap ENG Chargebacks	CIPPK	EN00458	$112	$0
4251	4251	544001	Cap ENG Chargebacks	CIPDR	EN00524	$110	$0
4251	4251	544001	Cap ENG Chargebacks	CIPRT	CS00128	$108	$0
1000	0310	544001	Cap ENG Chargebacks	CIPOF	ED00002	$104	$0
4252	4252	544001	Cap ENG Chargebacks	CIPPK	EN00371	$99	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00396	$90	$0
4251	4251	544001	Cap ENG Chargebacks	CIPST	EN00142	$90	$0
4251	4251	544001	Cap ENG Chargebacks	CIPDR	EN00137	$90	$0
7010	7075	544001	Cap ENG Chargebacks	CIPST	EN00494	$90	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00313	$55	$0
1000	0310	544001	Cap ENG Chargebacks	CIPDR	EN00458	$50	$0
7010	7075	544001	Cap ENG Chargebacks	CIPTC	EN00433	$45	$0
7920	7920	544001	Cap ENG Chargebacks	CIPRT	CS00125	$45	$0
2050	2140	544001	Cap ENG Chargebacks	CIPWR	UT00272	$37	$0
4251	4251	544001	Cap ENG Chargebacks	CIPPK	CS00128	$25	$0
2161	2221	544001	Cap ENG Chargebacks	CIPWR	UT00272	$7	$0
2162	2222	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$181
7920	7920	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$206
7000	7050	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$554
2050	2140	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$17,978
4550	4550	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$21,403
4251	4251	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$46,704
7010	7075	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$210,858

Comment: FY2016 4th Quarter Engineering Chargebacks

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division			Fund - Division - Account - Account Description - Prgm - Proj/Grant			Debit	Credit
Capital							
#4850 - Non-Departmental - Gen Fund Capital Projects							
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00480	$2,143	$0
4251	4251	544002	Cap MM Chargebacks	CIPDR	EN00482	$1,484	$0
4550	4550	544002	Cap MM Chargebacks	CIPOF	ED00002	$1,328	$0
4251	4251	544002	Cap MM Chargebacks	CIPPK	CS00178	$984	$0
1000	0310	544002	Cap MM Chargebacks	CIPPK	CS00177	$824	$0
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00204	$824	$0
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00203	$824	$0
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00421	$824	$0
1000	0310	544002	Cap MM Chargebacks	CIPPK	COP0001	$773	$0
7000	7050	544002	Cap MM Chargebacks	CIPST	COP0001	$664	$0
2164	2224	544002	Cap MM Chargebacks	CIPWR	UT00334	$659	$0
2400	2550	544002	Cap MM Chargebacks	CIPWW	UT00191	$659	$0
2400	2550	544002	Cap MM Chargebacks	CIPWW	UT00116	$495	$0
1000	0310	544002	Cap MM Chargebacks	CIPPK	CS00178	$334	$0
7000	7050	544002	Cap MM Chargebacks	CIPST	PW00025	$330	$0
4251	4251	544002	Cap MM Chargebacks	CIPPK	CS00022	$229	$0
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00206	$165	$0
2050	2140	544002	Cap MM Chargebacks	CIPWR	UT00316	$165	$0
2270	2350	544002	Cap MM Chargebacks	CIPWR	UT00390	$165	$0
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00395	$165	$0
7010	7075	544002	Cap MM Chargebacks	CIPTC	EN00170	$165	$0
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00422	$148	$0
4150	4150	544002	Cap MM Chargebacks	CIPOF	ED00002	$143	$0
4251	4251	544002	Cap MM Chargebacks	CIPST	EN00472	$110	$0
4251	4251	544002	Cap MM Chargebacks	CIPDR	EN00458	$85	$0
4250	4250	544002	Cap MM Chargebacks	CIPPK	CS00022	$61	$0
4240	4240	544002	Cap MM Chargebacks	CIPDR	EN00458	$55	$0
7010	7075	544002	Cap MM Chargebacks	CIPST	EN00472	$54	$0
1000	0310	544002	Cap MM Chargebacks	CIPDR	COP0001	$45	$0
4550	4550	544002	Cap MM Chargebacks	CIPPK	EN00458	$18	$0
4251	4251	544002	Cap MM Chargebacks	CIPST	EN00422	$16	$0
2001	2021	544002	Cap MM Chargebacks	CIPPK	CS00022	$15	$0
4232	4232	544002	Cap MM Chargebacks	CIPPK	CS00022	$15	$0
1000	0310	544002	Cap MM Chargebacks	CIPOF	ED00002	$12	$0
1000	0310	544002	Cap MM Chargebacks	CIPDR	EN00458	$10	$0
1000	0310	544002	Cap MM Chargebacks	CIPPK	CS00022	$10	$0
4550	4550	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$1,345
4251	4251	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$2,908
7010	7075	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$3,499
2050	2140	544001	Cap ENG Chargebacks	CIPOF	CB02016	$0	$7,248

Budget Amendment Schedule

Fiscal Year 2016 Amendments

Transfer # - Department - Division	Fund - Division - Account - Account Description - Prgm - Proj/Grant	Debit	Credit

Capital

Comment: FY2016 4th Quarter Materials Management Chargebacks

Subtotal for Capital Amendments:	**$312,884**	**$312,884**

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13C.

Date Prepared: 11/7/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Right-of-Way License for Monument Sign, Pinnacle Peak Road and Lake Pleasant Parkway

Purpose:

This is a request for City Council to discuss the adoption of a Resolution authorizing the execution of a Right-of-Way License to allow Circle K Stores, Inc. to relocate their existing monument sign into the adjacent right of way along Pinnacle Peak Road west of Lake Pleasant Parkway.

Background/Summary:

During the development process the property owner at the southwest corner of Pinnacle Peak Road and Lake Pleasant Parkway dedicated right-of-way to accommodate the future roadway improvements for Pinnacle Peak Road. The ultimate improvements have been put on hold but current development activities have prompted the need for infrastructure and the realignment of Pinnacle Peak Road through the intersection to improve the safety of the traveling public.

Although no new right-of-way was needed from the parcel at the southwest corner of Pinnacle Peak Road and Lake Pleasant Parkway for the improvements to Pinnacle Peak Road from 99th Avenue to 102nd Avenue, the project team coordinated efforts with Circle K during the design phase to address any concerns regarding construction activities and provide a seamless transition between Circle K's existing driveway and the new roadway improvements. During one of the discussions, Circle K requested that the City consider allowing them to relocate their existing monument sign into the right-of-way to allow greater visibility to the motorists. Development and Engineering staff worked with the design consultant to ensure that landscaping didn't prohibit the relocation nor did it restrict visibility to the existing location of the sign.

The City will maintain its prior rights of the land. Circle K will bear all costs associated with the use of the land (ie relocation of and maintenance of the sign). The license will remain in effect for as long as Circle K leases the adjacent parcel or until such time as the City demonstrates a need for the right-of-way.

Previous Actions:

Development and Engineering Department staff reviewed this request along with Planning and Community Development Department staff and both departments are in favor of granting the right-of-way license to Circle K.

Options:

A. Approve the adoption of the Resolution authorizing the execution of the Right-of-Way License to allow the placement of a monument sign within City right-of-way.

B. Deny adoption of the Resolution resulting in the monument sign remaining in its present location.

Staff Recommendation:

Discussion and possible action to adopt **RES. 2016-127** granting a license for the relocation and maintenance of a monument sign located at the southwest corner of Pinnacle Peak Road and Lake Pleasant Parkway.

Fiscal Analysis:

There is no fiscal impact to the City associated with granting this Right-of-Way License.

Narrative:

Recordation of this License will provide a public record of the terms allowing the relocation of the monument sign.

ATTACHMENTS:

Vicinity Map
Location Map
Resolution
Resolution Exhibit_License Agreement

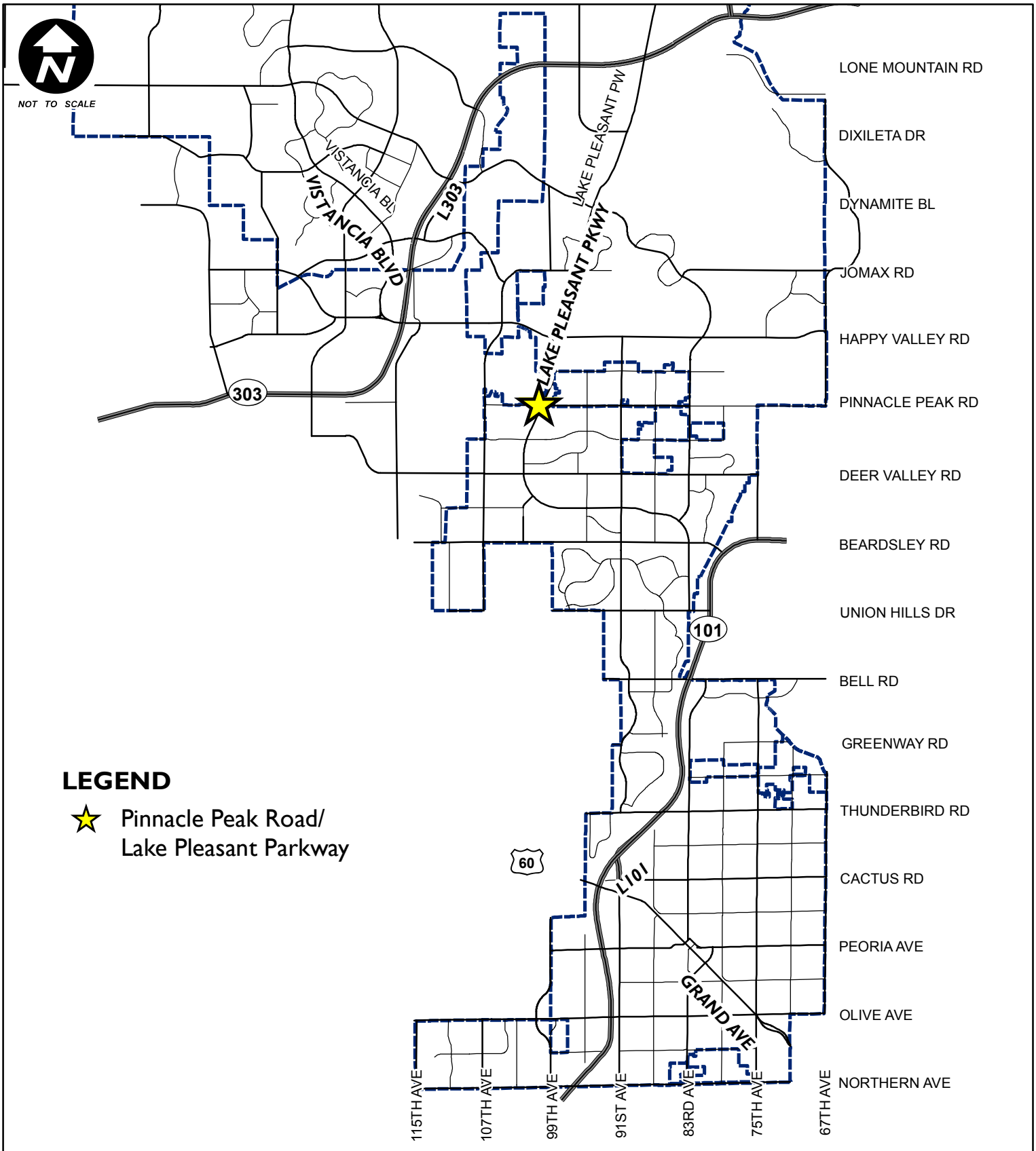
Contact Name and Number:

Angela Manuel, Real Estate Coordinator, (623) 773-7728

City of Peoria
DEVELOPMENT AND ENGINEERING

Right of Way License Agreement
Circle K Monument Sign Relocation
Pinnacle Peak Rd & Lake Pleasant Pkwy

Vicinity Map



LEGEND

★ Pinnacle Peak Road/
Lake Pleasant Parkway

City of Peoria
DEVELOPMENT & ENGINEERING

Right of Way License Agreement
Circle K Monument Sign Relocation
Pinnacle Peak Rd & Lake Pleasant Pkwy

Location Map



LEGEND

Right of Way License

GIS
GEOGRAPHIC INFORMATION SYSTEMS
City of Peoria Arizona

NOTE
Map based on imprecise source Information, subject to change and FOR GENERAL REFERENCE ONLY.

RESOLUTION NO. 2016-127

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A LICENSE TO ALLOW FOR THE RELOCATION AND MAINTENANCE OF A MONUMENT SIGN LOCATED AT THE SOUTHWEST CORNER OF PINNACLE PEAK ROAD AND LAKE PLEASANT PARKWAY.

WHEREAS, Circle K Stores Inc., a Texas corporation, has requested permission to relocate their existing monument sign into City right of way along Pinnacle Peak Road west of Lake Pleasant Parkway. The use of a portion of Pinnacle Peak Road right of way has been reviewed and approved by the Development and Engineering Department; and

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

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

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the granting of the attached License to Circle K Stores, Inc., and authorize the City Manager to execute the License.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 22nd day of November, 2016.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachment:

1. Right of Way License

WHEN RECORDED MAIL TO:

CITY CLERK
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

RIGHT OF WAY LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of One ($1.00) Dollar and other valuable considerations, the City of Peoria, an Arizona municipal corporation, ("Licensor"), hereby grants to Circle K Stores Inc., a Texas corporation, ("Licensee"), a Right-of-Way License ("License") conveying the nonexclusive right and privilege to enter upon and use the following described certain real property ("Licensed Property") for the placement of one monument sign situated in the City of Peoria, State of Arizona, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

This License is subject to the existing and future uses of the Licensed Property by the Licensor, and all agreements existing and to be made between and among the Licensor and Licensee regarding the management, care, operation and maintenance of the Licensed Property.

The License herein granted shall be subject to the following additional conditions:

1) The Licensor shall retain the prior right to construct, operate and maintain its existing and future roadway, landscape, open space, storm water, sewer and water lines within the Licensed Property herein granted.

2) This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

3) Licensor shall not be liable for any expense, cost or charge arising from Licensee's exercise of rights granted herein.

4) Prior to making any structural improvements or requesting any proposed material alteration to existing structures within the Licensed Property, Licensee shall submit plans for Licensor's approval. Such approval shall not be unreasonably withheld.

5) To the extent not prohibited by law, Licensee, its successors and assigns, shall indemnify, release, and hold harmless Licensor, and the directors, officers,

employees, agents, successors and assigns thereof, against and from any claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising out of: (a) acts or omissions of Licensee, its agents, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Licensee's obligation pursuant to this Section shall not extend to liability attributable to the sole exclusive negligence or willful action of Licensor, its directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify Licensee. The provisions of this Section shall survive termination of this License.

6) The License herein granted is subject to all prior licenses, leases, and easements of record.

7) The Licensor may revoke, amend, or cancel this License or any of the provisions thereof at such time in the future that the Licensor has a need for the Licensed Property. Upon the determination of such need the Licensor will provide notice in writing not less than 90 days prior to revoking the License. The Licensee shall immediately remove all facilities from the Licensed Property. Any facilities remaining upon the Licensed Property 90 days after written notice of cancellation shall be removed by the Licensor at the expense of the Licensee.

8) This License does not create any legal interest to the Licensee in the Licensed Property.

9) This License shall remain in effect for as long as the Licensee leases the adjacent parcel or until such time that the Licensor demonstrates a need for the Licensed Property.

IN WITNESS WHEREOF, the Licensor and Licensee execute this Right-of-Way License.

Dated this _____ day of _____, 20__.

LICENSOR: CITY OF PEORIA, an Arizona Municipal Corporation

By:_____
Carl Swenson, City Manager

Attest:

_____
Rhonda Geriminsky, City Clerk

Approved as to Form:

_____
City Attorney

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

WITNESS MY HAND AND SEAL

_____
Notary Public

My Commission Expires:

_____

Dated this 7th day of September, 2016.

LICENSEE: CIRCLE K STORES INC., a Texas corporation

By: [redacted]
Scott J. Stevenson

Its: Asst. Secretary

ACKNOWLEDGEMENT

STATE OF Arizona)
) ss.
County of Maricopa)

On this date, before me, a Notary Public, personally appeared Scott J. Stevenson known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged that he/she/they executed the same. If the person's named is/are subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

WITNESS MY HAND AND SEAL

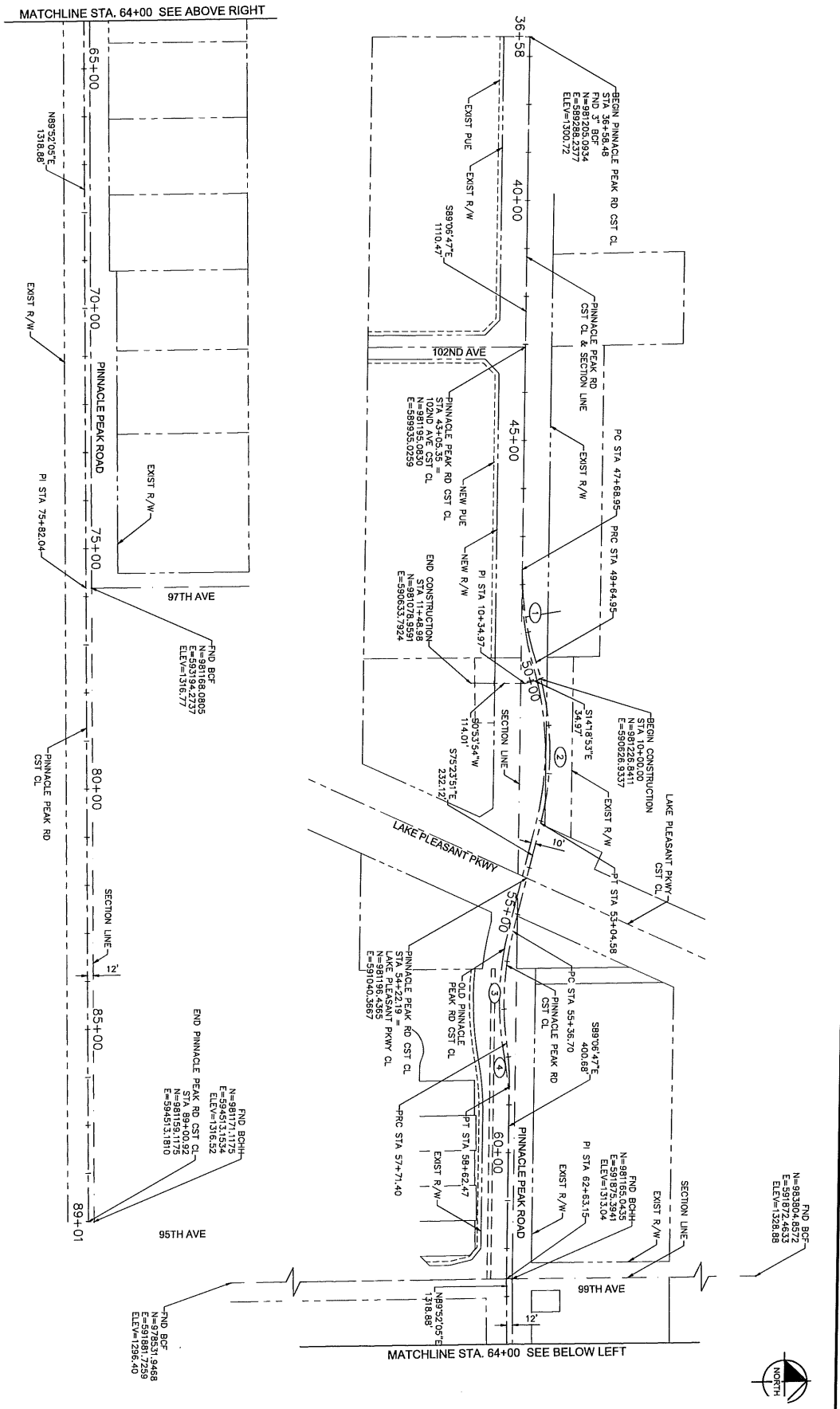
[redacted]
Notary Public

My Commission Expires:

August 8, 2020

LETICIA M. MARTINEZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
August 8, 2020

K:\PHX_Roadway\091028019-Peoria Pinnacle Peak Rd\Cadd\03-Sheets\091028019GC00.dwg July 25, 2016 Taylor, Jennifer



CURVE DATA

CURVE NO.	PI STATION	Δ	D	R	L	T	EXT	NORTHING	EASTING
①	48+67.83	18°43'00" LT	9°32'57"	600.00'	196.00'	98.88'	8.09'	981186.3761	590497.4377
②	51+39.45	32°55'56" RT	9°32'57"	600.00'	359.63'	174.50'	24.86'	981270.0821	590757.6876
③	56+55.57	22°24'44" LT	9°32'57"	600.00'	234.70'	118.87'	11.66'	981137.6003	591266.2020
④	58+17.02	8°41'48" RT	9°32'57"	600.00'	91.07'	45.62'	1.73'	981159.9521	591429.1691

CURVE DATA IS BASED ON PINNACLE PEAK RD CST CL

Exhibit A – 1 of 2 Pages

Kimley»Horn
7740 N. 16TH STREET, SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-5500 | WWW.KIMLEY-HORN.COM

GRAPHIC SCALE IN FEET 0 50 100 200

602-263-1100 1-800-STREET (Arizona residents, statewide)

DESIGN: JCV	DRAWN: JYT	CHK: KAC	DATE: 07/25/2016
REV	DESCRIPTION	BY	DATE:

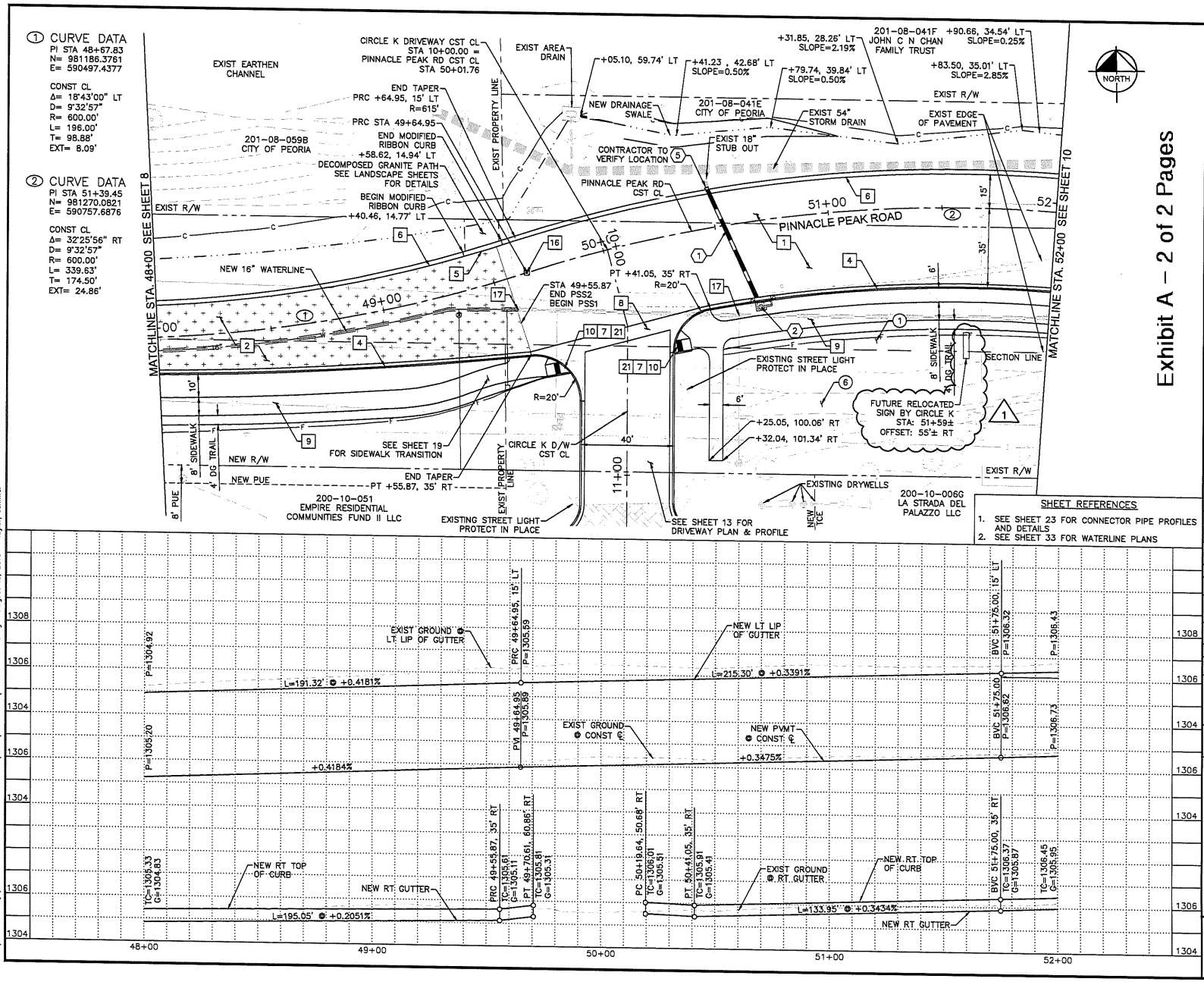
GEOMETRIC CONTROL SHEET

PINNACLE PEAK ROAD
99TH AVE TO 102ND AVE

PROJECT NO. EN00513
DATE: 7/25

SHEET NO. 6 of 58

CITY OF PEORIA
ENGINEERING DEPARTMENT
9875 N. 85TH AVENUE
PEORIA, AZ 85345



CONSTRUCTION NOTES

NO	DESCRIPTION	UNIT	QTY
1	SUBGRADE PREPARATION	SY	1307
	ASPHALTIC CONCRETE SURFACE COURSE (COP C3/4" HIGH VOLUME), 2.5" THICK	TON	184
	ASPHALTIC CONCRETE BASE COURSE (COP C3/4" HIGH VOLUME), 2.5" THICK	TON	184
	AGGREGATE BASE COURSE, 12" THICK	CY	436
	BITUMINOUS TACK COAT	TON	0.54
2	SUBGRADE PREPARATION	SY	630
	ASPHALTIC CONCRETE SURFACE COURSE (COP C3/4" HIGH VOLUME), 4" THICK	TON	142
	AGGREGATE BASE COURSE, 8" THICK	CY	140
4	CONCRETE CURB & GUTTER, MAG DET 220-1, TYPE A, H=6"	LF	374
5	CONCRETE RIBBON CURB, PER SPECIAL DETAIL B, SHEET 18	LF	18
6	CONCRETE RIBBON CURB, MAG DET 220-1, TYPE B	LF	384
7	CONCRETE SINGLE CURB, MAG DET 222, TYPE A	LF	18
8	CONCRETE VALLEY GUTTER, MAG DET 240	SF	545
9	CONCRETE SIDEWALK, MAG DET 230	SF	2809
10	CONCRETE SIDEWALK RAMP, SEE DETAIL SHEET 15	EA	2
16	INSTALL SURVEY MARKER, TYPE B, PER MAG DET 120	EA	1
17	ADJUST VALVE TO GRADE PER MAG DET 391	EA	2
21	STRONGGO TRUNCATED DOME DETECTABLE WARNING STRIP OR CITY APPROVED EQUAL	EA	2

REMOVAL & RELOCATION NOTES

NO	DESCRIPTION	UNIT	QTY
①	REMOVE AC PAVEMENT	SY	756
⑥	REMOVE EXISTING ASPHALT SIDEWALK	SF	1248

DRAINAGE CONSTRUCTION NOTES

NO	DESCRIPTION	UNIT	QTY
①	18" RGRCP, CLASS V	LF	56
②	CATCH BASIN, CITY OF PHOENIX DET P1569-1, M-1, L=3' STA. 50+63.95, 36.02' RT WITH INLET MARKER PER CITY OF PEORIA DET PE-559-1	EA	1
⑤	CONNECT TO EXISTING STUB OUT WITH CONCRETE PIPE COLLAR, MAG DET 505	EA	1

NOTE: ALL CURB OFFSETS ARE MEASURED AT THE FACE OF CURB ON ALL VERTICAL CURB AND LIP OF GUTTER ON ALL RIBBON CURB, UNLESS OTHERWISE NOTED. ALL STATIONS AND OFFSETS ARE IN REFERENCE TO THE PINNACLE PEAK ROAD CST CL.

GRAPHIC SCALE IN FEET
0 10 20 40
0 1 2 4
VERTICAL

602-263-1100
1-800-STAKE-IT

Kimley»Horn
7740 N. 16TH STREET, SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-5500 | WWW.KIMLEY-HORN.COM

CITY OF PEORIA
ENGINEERING DEPARTMENT
9875 N. 85TH AVENUE
PEORIA, AZ 85345

DESIGN: JCV | DRAWN: JYT | CHK: HAC
REV | DESCRIPTION | BY | DATE:
1 | CIRCLE K SIGN LOCATION | JYT | 08/18/16
DATE: 08/19/2016

PAVING PLANS
PINNACLE PEAK ROAD
99TH AVE TO 102ND AVE

PROJECT NO. EN00513
DATE: 8/16

Expires 03/31/18

SHEET NO.
9 of 58

K:\PHX_Roadway\091028019-Peoria Pinnacle Peak Rd\Civil\03-Sheets\091028019PL03.dwg August 18, 2016 Taylor, Jennifer

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14C.

Date Prepared: 11/22/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Maintenance Improvement District No. 1187, 3 Olive Park, Olive Avenue and 103rd Avenue

Purpose:

This is a request for City Council to re-approve a Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1187, 3 Olive Park, located on Olive Avenue & 103rd Avenue, previously approved by Council on January 5, 2016, CC# 10C, 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 amended 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.

Background/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. 1187, 3 Olive Park, Olive Avenue & 103rd Avenue. 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 2017, 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:

The amended final plat for 3 Olive Park was approved by the City on November 22, 2016 and recorded with the County.

Options:

A: The Maintenance Improvement District has been re-approved through the Development and Engineering Department. An option would be to not accept the proposed Maintenance Improvement District. It should be noted that not re-approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District, and any and all fees incurred by the City of Peoria as a result of assuming the maintenance responsibility would be paid using City of Peoria funds.

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

Staff Recommendation:

Discussion and possible action to re-approve the Petition for Formation and adopt **RES. 2015-133A** intention and ordering the formation of proposed Maintenance Improvement District No. 1187, 3 Olive Park, located at Olive Avenue and 103rd Avenue; and adopt **RES. 2015-134A** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency, previously approved by Council on January 5, 2016, Council Communication # 10C.

Fiscal Analysis:

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

Narrative:

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

ATTACHMENTS:

Exhibit 1: Petition for Formation
Exhibit 2: Proposed Resolution of Intention to Create
Exhibit 3: Proposed Resolution Declaring Intention to Order
Posting Notices

Contact Name and Number:

Ann DeHerrera, Engineering Technician II, 623-773-7691

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

[1187]
MID#

["3 Olive Park"]
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 39.963 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 3rd day of November 2016.

Olive Park LLC Print Property Owner Name Jacob S. Walker, its Authorized Agent Print Name 1838 West Parkside Lane, Suite 200, Phoenix AZ 85027 Address [redacted] Signature	Date: November 3, 2016	Property (Tax Parcel Numbers) See Attached Schedule
Garrett Walker Homes LLC Print Property Owner Name Jacob S. Walker, its Authorized Agent Print Name 1838 West Parkside Lane, Suite 200, Phoenix AZ 85027 Address [redacted] Signature	Date: November 3, 2016	Property (Tax Parcel Numbers) See Attached Schedule

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. 2015-133A

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. 1187, 3 OLIVE PARK, 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. 1187 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. 1187

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. 1187.

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 22nd day of November, 2016.

CITY OF PEORIA, an Arizona municipal corporation

_____
Cathy Carlat, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen Burg, Acting 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.

_____
Andrew Granger, Engineering Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2015-133A duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on November 22, 2016 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

October 19, 2016

LEGAL DESCRIPTION FOR
"3 OLIVE PARK"

That part of the Northwest Quarter of the Northeast Quarter of Section 32, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest Quarter Corner of said Section 32, being marked by a Maricopa County Department of Transportation Brass Cap in a handhole, from which point the Northeast Corner of said Section 32, being marked by a Maricopa County Department of Transportation Brass Cap in a handhole, bears North 89°39'29" East, a distance of 2,643.22 Feet;

Thence North 89°39'29" East, along the North line of the Northeast Quarter of said Section 32, a distance of 1,321.61 feet to the Northeast corner of the Northwest Quarter of said Section 32;

Thence South 00°05'02" West, along the East line of the Northwest Quarter of said Section 32, a distance of 1,316.08 feet to the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 32;

Thence South 89°27'41" West, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 32, a distance of 1,319.39 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 32;

Thence North 00°00'52" West, along the West line of the Northwest Quarter of the Northeast Quarter of said Section 32, a distance of 1,320.59 feet to the Point of Beginning.

Contains 39.963 Acres, More or Less.



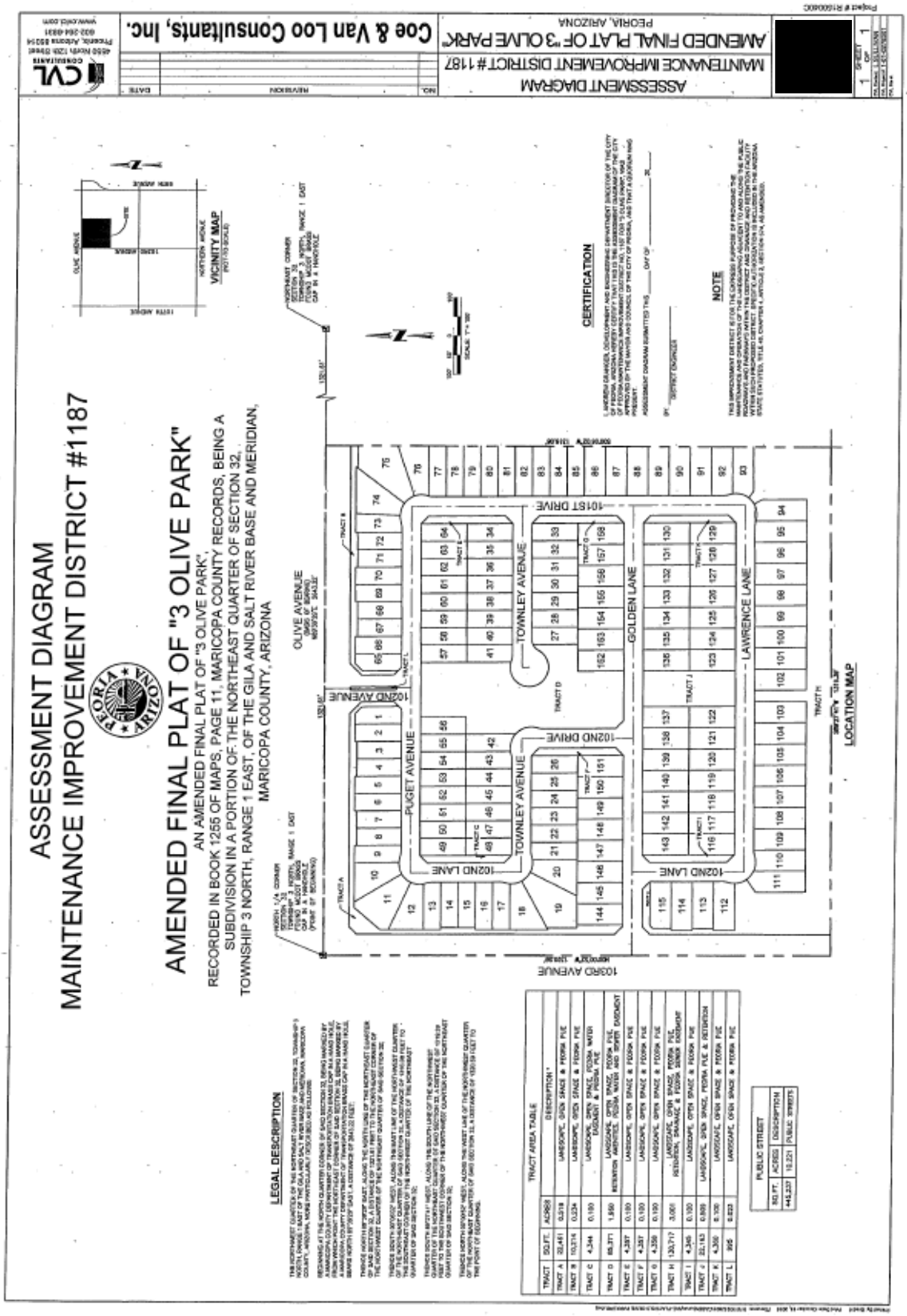
Expires 6/30/2019

Resolution No. 2015 – 133A

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 #1187
AMENDED FINAL PLAT OF "3 OLIVE PARK"
PEORIA, ARIZONA
Coe & Van Loo Consultants, Inc.
AMENDED FINAL PLAT OF "3 OLIVE PARK"
AN AMENDED FINAL PLAT OF "3 OLIVE PARK",
RECORDED IN BOOK 1255 OF MAPS, PAGE 11, MARICOPA COUNTY RECORDS, BEING A SUBDIVISION IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
VICINITY MAP
LOCATION MAP
OLIVE AVENUE
PUGET AVENUE
TOWNLEY AVENUE
GOLDEN LANE
LAWRENCE LANE
102ND AVENUE
102ND LANE
101ST DRIVE
102ND DRIVE
CERTIFICATION
NOTE
LEGAL DESCRIPTION
TRACT AREA TABLE
PUBLIC STREET

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. 1187, 3 OLIVE PARK.

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 22nd day of November, 2016 the Mayor and Council of the City of Peoria adopted Resolution No. 2015-134A; 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. 1187, 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. 1187 may be obtained by contacting Mr. Andrew Granger, Development and Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7215.

DATED AND SIGNED this _____ day of _____, 2016.

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

RESOLUTION NO. 2015-134A

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. 1187, 3 OLIVE PARK; 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. 1187.

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. 1187 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. 1187 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. 1187 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. 1187.

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. 1187 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 22nd day of November, 2016.

CITY OF PEORIA, an Arizona municipal corporation

_____
Cathy Carlat, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen Burg, Acting City Attorney

Effective Date: _____

October 19, 2016

LEGAL DESCRIPTION FOR
"3 OLIVE PARK"

That part of the Northwest Quarter of the Northeast Quarter of Section 32, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest Quarter Corner of said Section 32, being marked by a Maricopa County Department of Transportation Brass Cap in a handhole, from which point the Northeast Corner of said Section 32, being marked by a Maricopa County Department of Transportation Brass Cap in a handhole, bears North 89°39'29" East, a distance of 2,643.22 Feet;

Thence North 89°39'29" East, along the North line of the Northeast Quarter of said Section 32, a distance of 1,321.61 feet to the Northeast corner of the Northwest Quarter of said Section 32;

Thence South 00°05'02" West, along the East line of the Northwest Quarter of said Section 32, a distance of 1,316.08 feet to the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 32;

Thence South 89°27'41" West, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 32, a distance of 1,319.39 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 32;

Thence North 00°00'52" West, along the West line of the Northwest Quarter of the Northeast Quarter of said Section 32, a distance of 1,320.59 feet to the Point of Beginning.

Contains 39.963 Acres, More or Less.

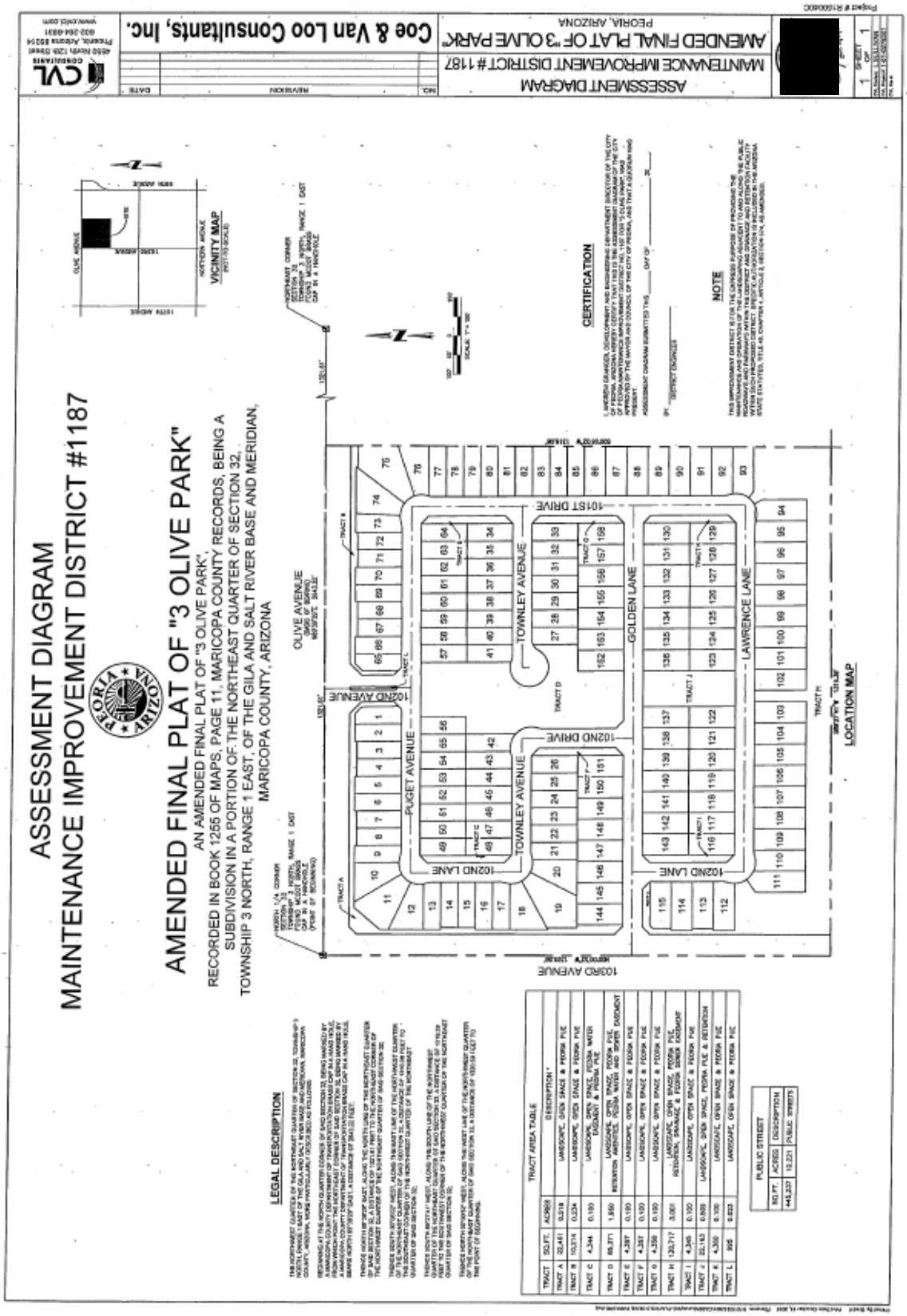
[redacted]
Expires 6/30/2019

Resolution No. 2015-134A

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 #1187
AMENDED FINAL PLAT OF "3 OLIVE PARK"
PEORIA, ARIZONA
Coe & Van Loo Consultants, Inc.
AMENDED FINAL PLAT OF "3 OLIVE PARK"
AN AMENDED FINAL PLAT OF "3 OLIVE PARK",
RECORDED IN BOOK 1255 OF MAPS, PAGE 11, MARICOPA COUNTY RECORDS, BEING A SUBDIVISION IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
VICINITY MAP
LOCATION MAP
LEGAL DESCRIPTION
CERTIFICATION
NOTE
TRACT AREA TABLE
PUBLIC STREET
OLIVE AVENUE
PUGET AVENUE
TOWNLEY AVENUE
GOLDEN LANE
LAWRENCE LANE
102ND LANE
101ST DRIVE
102ND DRIVE
102ND AVENUE

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 FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1187 3 OLIVE PARK.

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 22nd day of November, 2016, the Mayor and Council of the City of Peoria adopted Resolution No. 2015-134A; ordering 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. 1187, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintenance of landscaping within the district and including a charge for the work necessary to maintain the 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. 1187 may be obtained by contacting Mr. Andrew Granger, Development and Engineering Director, City of Peoria, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7215.

DATED AND SIGNED this _____ day of _____ 2016.

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

Published in the Peoria Times Publication Dates: _____

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 FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1187, 3 OLIVE PARK.

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 22nd day of November, 2016, the Mayor and Council of the City of Peoria adopted Resolution No. 2015-134A; ordering 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. 1187, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintenance of landscaping within the district and including a charge for the work necessary to maintain the 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. 1187 may be obtained by contacting Mr. Andrew Granger, Development and Engineering Director, City of Peoria, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7215.

DATED AND SIGNED this _____ day of _____ 2016.

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

Posted at City Council Chambers Entrance Dates: _____

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 15C.

Date Prepared: 11/22/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Deeds and Easements, Various Locations

Purpose:

This is a request for City Council to adopt a Resolution 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.

Background/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:

This is an ongoing process which occurs when we have acquired a number of real property interests.

Options:

A: Approve the adoption of the Resolution accepting Deeds and Easements into our system.

B**:** Deny adoption of the Resolution that formally accepts the Deeds and Easements into our system, resulting in the City not having an official record of what has been transferred to the City through recordation in the Maricopa County Recorder's office.

Staff Recommendation:

Discussion and possible action to adopt **RES. 2016-129** accepting Deeds and Easements for various Real Property interests acquired by the City.

Fiscal Analysis:

There is no fiscal impact to the City.

Narrative:

This Resolution includes Real Property interests acquired since the adoption of the previous acceptance resolution. The acceptance of the Resolution by City Council would bring the deeds and easements into our system and is the final step in the process.

ATTACHMENTS:

Exhibit 1: Resolution

Contact Name and Number:

John Nepa, Civil Engineer, (623) 773-7532

RESOLUTION NO. 2016-129

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.

Casa Del Rio Fireline Plan 12751 Plaza Del Rio Blvd.
Casa Del Rio Retirement Living, LLC.
EASEMENT FOR PUBLIC WATER LINE
Maricopa County Recording No. 20160787182
(Project No. R160047/ Deed16-023)

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 22nd day of November, 2016.

_____
Cathy Carlat, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen Burg, Acting City Attorney

Effective Date: _____

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16C.

Date Prepared: 11/3/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Final Plat, Arrowhead Valley Retirement Community, 81st Avenue and Beardsley Road

Purpose:

This is a request for City Council to approve a Final Plat of Arrowhead Valley Retirement Community, located on 81st Avenue & Beardsley Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office 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 City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the 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.

Background/Summary:

The purpose of the Final Plat is to dedicate all necessary easements on an existing commercial lot. This development is within the City's water\sewer service area.

Previous Actions:

There have been no previous actions.

Options:

A: The Final Plat has been approved through the Development and Engineering Department. An option would be to not accept the proposed Final Plat; although it should be noted that not approving the Final Plat will prevent the Developer from developing this land.

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

Staff Recommendation:

Discussion and possible action to approve the Final Plat of Arrowhead Valley Retirement Community, located at 81st Avenue and Beardsley Road, subject to stipulations.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Final Plat.

Narrative:

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

ATTACHMENTS:

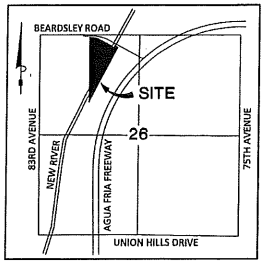
Exhibit 1: Final Plat
Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, P.E.: 623-773-7577

A FINAL PLAT OF
"ARROWHEAD VALLEY RETIREMENT COMMUNITY"

A PORTION OF THE NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

DEDICATION

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: THAT ARROWHEAD VALLEY RETIREMENT COMMUNITY LLC, A NEBRASKA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ARROWHEAD VALLEY RETIREMENT COMMUNITY", LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "ARROWHEAD VALLEY RETIREMENT COMMUNITY", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF THE LOT AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER AND NAME THAT IS GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

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

THE 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.

ARROWHEAD VALLEY RETIREMENT COMMUNITY LLC, A NEBRASKA LIMITED LIABILITY COMPANY, DO 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 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 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.

A BLANKET EASEMENT FOR INGRESS AND EGRESS FOR REFUSE COLLECTION, EMERGENCY AND SERVICE TYPE ACCESS IS HEREBY DEDICATED OVER LOT 1.

IN WITNESS WHEREOF;
ARROWHEAD VALLEY RETIREMENT COMMUNITY LLC, A NEBRASKA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2016.

ARROWHEAD VALLEY RETIREMENT COMMUNITY LLC, A NEBRASKA LIMITED LIABILITY COMPANY

BY: COLLINGSWORTH MANAGEMENT, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

ITS: MANAGER

BY: [redacted]
BRECK C. COLLINGSWORTH

ITS: MANAGER

ACKNOWLEDGMENT

STATE OF NEBRASKA }
} S.S.
COUNTY OF LANCASTER }

ON THIS 25 DAY OF October, 2016, BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED BRECK C. COLLINGSWORTH, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

[redacted] 10-25-16
NOTARY PUBLIC DATE

GENERAL NOTARY - State of NEBRASKA
CHRISTINE NICOLETTON
My Comm. Exp. March 26, 2019

MY COMMISSION EXPIRES: _____

NOTES

1. 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.
2. 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.
3. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS.
4. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
5. 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 SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
6. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
8. 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.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, BEING MARKED BY A CITY OF PEORIA BRASS CAP FLUSH, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 26, BEING MARKED BY A BUREAU OF LAND MANAGEMENT BRASS CAP FLUSH, BEARS SOUTH 89°52'21" EAST, A DISTANCE OF 2643.50 FEET;

THENCE SOUTH 89°52'21" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1321.75 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26;

THENCE SOUTH 00°00'15" WEST, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 68.00 FEET TO THE SOUTH LINE OF THE BEARDSLEY CONNECTOR ROAD RIGHT-OF-WAY, ACCORDING TO DOCUMENT NO. 2009-1181908, MARICOPA COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°52'21" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 171.45 FEET;

THENCE SOUTH 62°11'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 528.09 FEET;

THENCE NORTH 29°24'20" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 50.02 FEET;

THENCE SOUTH 62°11'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 105.42 FEET TO THE EAST LINE OF ORDINANCE NO. 2010-08, ACCORDING TO DOCUMENT NO. 2010-0352740 AND 2010-0401717, MARICOPA COUNTY RECORDS;

THENCE SOUTH 27°48'30" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1621.56 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF;

THENCE NORTH 00°00'15" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1686.64 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF PEORIA IN DOCUMENT NO. 2016-0189547, MARICOPA COUNTY RECORDS.

OWNER/DEVELOPER

ARROWHEAD VALLEY RETIREMENT COMMUNITY LLC
8040 EIGER DRIVE
LINCOLN, NE 68516
PHONE: (402) 420-2311
CONTACT: BRECK COLLINGSWORTH

ENGINEER

BOWMAN CONSULTING GROUP, LTD.
1295 W WASHINGTON STREET
SUITE 108
TEMPE, ARIZONA 85281
PHONE: (480) 629-8830
CONTACT: JEFF RYBARCZYK

SHEET INDEX

1	COVER, NOTES, DEDICATION, SITE DATA, BASIS OF BEARINGS & CERTIFICATIONS
2	FINAL PLAT PLAN

SITE DATA

ZONING	PAD
ZONING CASE	Z15-0004
NUMBER OF LOTS	1
GROSS AREA	641,811 SQ. FT. 14.7340 ACRES

BASIS OF BEARINGS

SOUTH 89 DEGREES 52 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, PER GOACS RECORD OF SURVEY PLSS SUBDIVISION, DOC. 2005-1312320, M.C.R.

FLOOD ZONE INFORMATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1265L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "AE": BASE FLOOD ELEVATIONS DETERMINED AND FLOOD ZONE "X": 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. FLOOD ZONE AE LIMITS TO BE REVISED PER CLOMR CASE # 16-09-3120R.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[redacted] 10/20/16
DOUGLAS E. TONEY
AZ REGISTERED LAND SURVEYOR NO. 55030
BOWMAN CONSULTING
1295 W. WASHINGTON STREET, SUITE 108
TEMPE, ARIZONA 85281

[redacted]

APPROVALS

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA THIS _____ DAY OF _____, 2016.

MAYOR _____ DATE _____

ATTESTED BY: CITY CLERK _____ DATE _____

APPROVED BY: FOR CITY ENGINEER _____ DATE _____

R160043

Bowman CONSULTING
Bowman Consulting Group, Ltd.
1295 W. Washington Street, #108
Tempe, AZ 85281
Phone: (480) 629-8830
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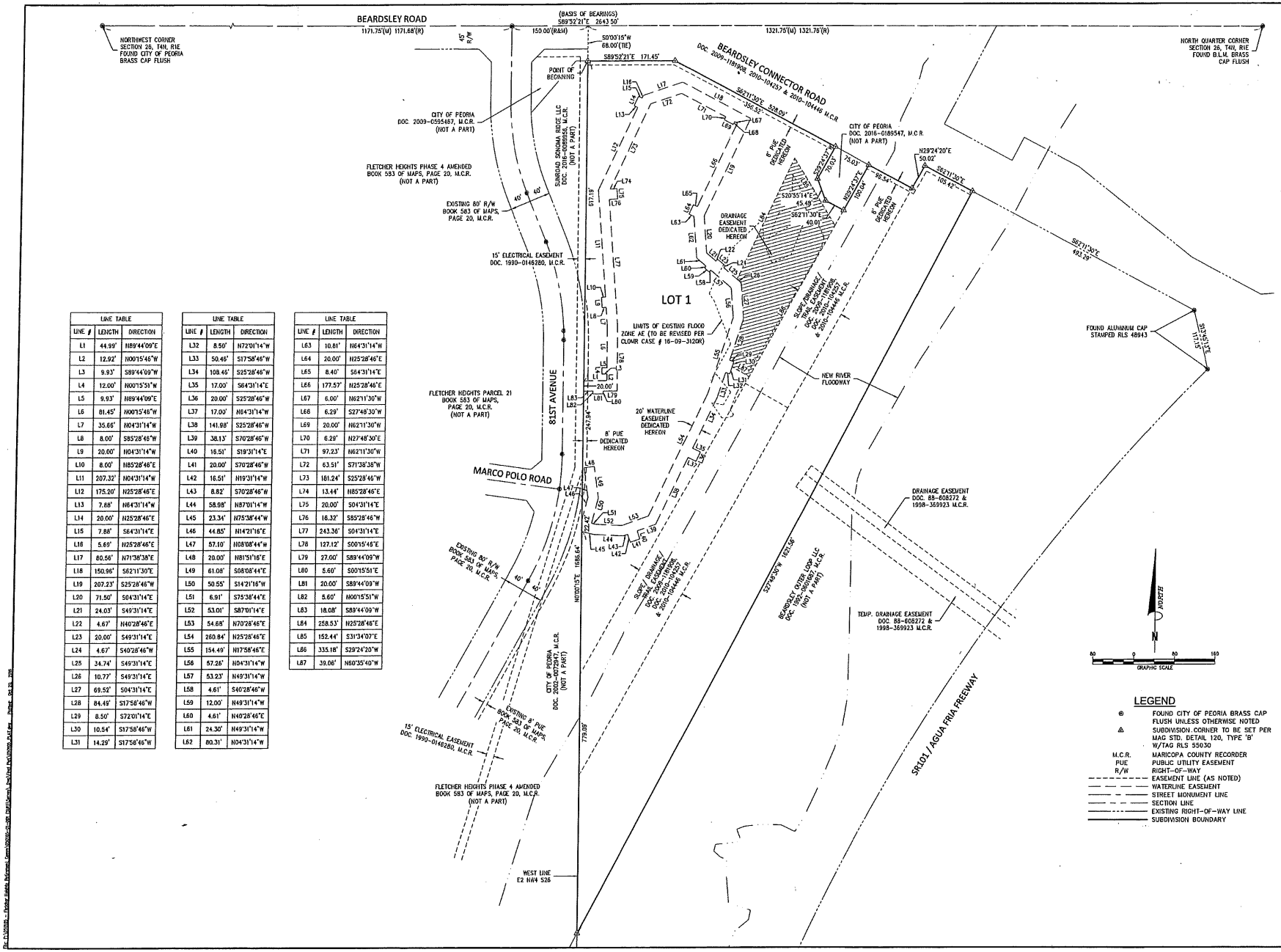
A FINAL PLAT OF
"ARROWHEAD VALLEY RETIREMENT COMMUNITY"
PEORIA, ARIZONA

REVISION	DATE

© Bowman Consulting Group, Ltd.

DATE: 10-20-16
PROJ NO: 050105-01
TASK NUM: 001
DRAWN BY: DT
CHECKED: KG
QUALITY:
CLIENT NO:
SCALE
N.T.S.

P:\050105 - Peoria Arrowhead Retirement Comm\050105-01-001 (Civil)\Survey_Dwg\Final Plat\050105_ALTA.dwg Modified: Oct 20, 2016



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	44.99'	N89°44'09"E
L2	12.92'	N00°15'46"W
L3	9.93'	S89°44'09"W
L4	12.00'	N00°15'51"W
L5	9.93'	N89°44'09"E
L6	81.45'	N00°15'46"W
L7	35.66'	N04°31'14"W
L8	8.00'	S85°28'46"W
L9	20.00'	N04°31'14"W
L10	8.00'	N85°28'46"E
L11	207.32'	N04°31'14"W
L12	175.20'	N25°28'46"E
L13	7.88'	N64°31'14"W
L14	20.00'	N25°28'46"E
L15	7.88'	S64°31'14"E
L16	5.69'	N25°28'46"E
L17	80.56'	N71°38'38"E
L18	150.96'	S62°11'30"E
L19	207.23'	S25°28'46"W
L20	71.50'	S04°31'14"E
L21	24.03'	S49°31'14"E
L22	4.67'	N40°28'46"E
L23	20.00'	S49°31'14"E
L24	4.67'	S40°28'46"W
L25	34.74'	S49°31'14"E
L26	10.77'	S49°31'14"E
L27	69.52'	S04°31'14"E
L28	84.49'	S17°58'46"W
L29	8.50'	S72°01'14"E
L30	10.54'	S17°58'46"W
L31	14.29'	S17°58'46"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L32	8.50'	N72°01'14"W
L33	50.46'	S17°58'46"W
L34	108.46'	S25°28'46"W
L35	17.00'	S64°31'14"E
L36	20.00'	S25°28'46"W
L37	17.00'	N64°31'14"W
L38	141.98'	S25°28'46"W
L39	38.13'	S70°28'46"W
L40	16.51'	S19°31'14"E
L41	20.00'	S70°28'46"W
L42	16.51'	N19°31'14"W
L43	8.82'	S70°28'46"W
L44	58.98'	N87°01'14"W
L45	23.34'	N75°38'44"W
L46	44.85'	N14°21'16"E
L47	57.10'	N08°08'44"W
L48	20.00'	N81°51'16"E
L49	61.08'	S08°08'44"E
L50	50.55'	S14°21'16"W
L51	6.91'	S75°38'44"E
L52	53.01'	S87°01'14"E
L53	54.68'	N70°28'46"E
L54	260.84'	N25°28'46"E
L55	154.49'	N17°58'46"E
L56	57.26'	N04°31'14"W
L57	53.23'	N49°31'14"W
L58	4.61'	S40°28'46"W
L59	12.00'	N49°31'14"W
L60	4.61'	N40°28'46"E
L61	24.30'	N49°31'14"W
L62	80.31'	N04°31'14"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L63	10.81'	N64°31'14"W
L64	20.00'	N25°28'46"E
L65	8.40'	S64°31'14"E
L66	177.57'	N25°28'46"E
L67	6.00'	N62°11'30"W
L68	6.29'	S27°48'30"W
L69	20.00'	N62°11'30"W
L70	6.29'	N27°48'30"E
L71	97.23'	N62°11'30"W
L72	63.51'	S71°38'38"W
L73	181.24'	S25°28'46"W
L74	13.44'	N85°28'46"E
L75	20.00'	S04°31'14"E
L76	16.32'	S85°28'46"W
L77	243.36'	S04°31'14"E
L78	127.12'	S00°15'46"E
L79	27.00'	S89°44'09"W
L80	5.60'	S00°15'51"E
L81	20.00'	S89°44'09"W
L82	5.60'	N00°15'51"W
L83	18.08'	S89°44'09"W
L84	258.53'	N25°28'46"E
L85	152.44'	S31°34'07"E
L86	335.18'	S29°24'20"W
L87	39.06'	N60°35'40"W

LEGEND

- ⊕ FOUND CITY OF PEORIA BRASS CAP FLUSH UNLESS OTHERWISE NOTED
- △ SUBDIVISION CORNER TO BE SET PER MAG STD. DETAIL 120, TYPE 'B' W/TAG RLS 55030
- M.C.R. MARICOPA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT-OF-WAY
- EASEMENT LINE (AS NOTED)
- WATERLINE EASEMENT
- STREET MONUMENT LINE
- SECTION LINE
- EXISTING RIGHT-OF-WAY LINE
- SUBDIVISION BOUNDARY

R160043

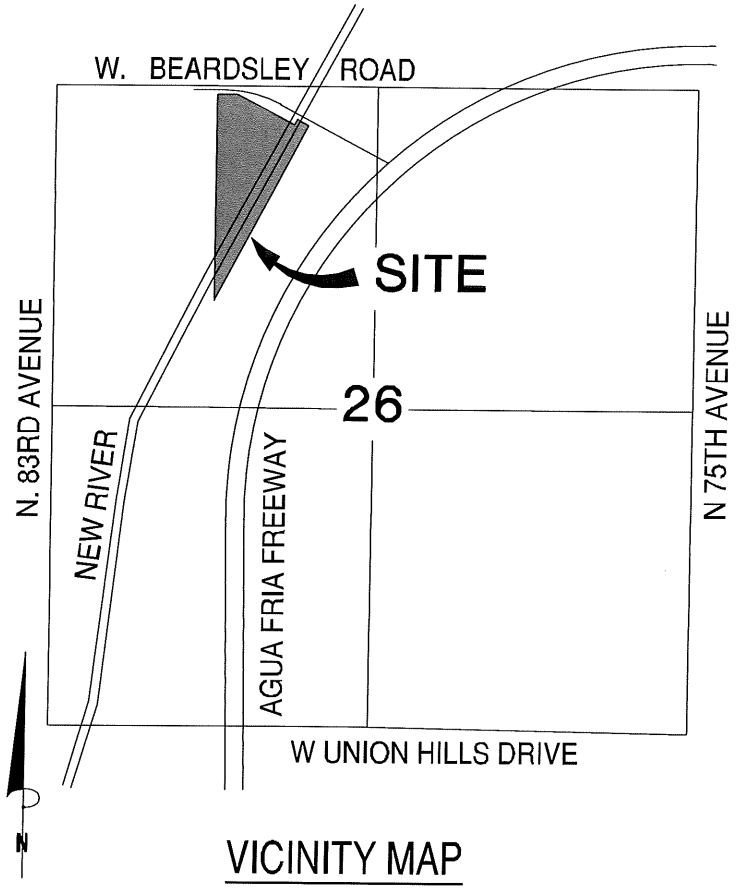
Bowman CONSULTING
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Tempe, AZ 85281
Phone (480) 629-8830
Fax: (480) 629-8840
www.bowmanconsulting.com

A FINAL PLAT OF "ARROWHEAD VALLEY RETIREMENT COMMUNITY" PEORIA, ARIZONA

REVISION	DATE

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DATE: 10-20-16
PROJ NO: 050105-01
TASK NUM: 001
DRAWN BY: DT
CHECKED: KG
QUALITY:
CLIENT NO:
SCALE 1" = 80'
2 OF 2



VICINITY MAP

N.T.S.

Bowman CONSULTING
1295 West Washington Ste 108
Tempe, Arizona 85281
Phone: (480) 629-8830
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FLETCHER HEIGHTS

PEORIA, ARIZONA

EXHIBIT 1 - VICINITY MAP

JOB #	050105
DATE	MARCH 2015
SCALE	N.T.S.
DRAWN	AP
SHT	1 OF 1

CAD FILE NAME: P:\050105 - Fletcher Heights Retirement Comm\050105-01-001 (ENG)\Engineering\Exhibits\Drainage\050105 Preliminary Drainage Exhibit.dwg 03/25/2015

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17C.

Date Prepared: 10/24/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Amended Final Plat, 3 Olive Park, Olive Avenue and 103rd Avenue

Purpose:

This is a request for City Council to approve an Amended Final Plat of 3 Olive Park, located on Olive Avenue and 103rd Avenue, and authorize the Mayor and City Clerk to sign and record the Amended Final Plat with the Maricopa County Recorder's Office subject to the following stipulation:

In the event that the Amended Final Plat is not recorded within 60 days of Council approval, the Amended 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.

Background/Summary:

The purpose of the Amended Final Plat is to amend the plat for a residential subdivision. This subdivision was originally platted in January 2016. During construction, a survey error was made in the staking of the lots. This Amended Final Plat adjusts the lots lines to correspond with the construction. This development is within the City's water/sewer service area. This Amended Final Plat contains 158 previously platted lots. All internal roadways are public and will be maintained by the City.

Previous Actions:

The preliminary plat was reviewed by the City and completed in October 2015. The Final Plat was approved by Council in December 2015 and recorded in January 2016 in Book 1255 Page 11.

Options:

A: The Amended Final Plat has been approved through the Development and Engineering Department. An option would be to not accept the proposed Amended Final Plat; although it should be noted that not approving the Amended Final Plat will prevent the Developer from developing this land.

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

Staff Recommendation:

Discussion and possible action to approve the Amended Final Plat of 3 Olive Park, located at Olive Avenue and 103rd Avenue, subject to stipulations.

Fiscal Analysis:

There is no direct budgetary impact to the City to approve the Amended Final Plat.

Narrative:

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

ATTACHMENTS:

Exhibit 1: Amended Final Plat
Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, P.E., 623-773-7577

AMENDED FINAL PLAT OF "3 OLIVE PARK"

AN AMENDED FINAL PLAT OF "3 OLIVE PARK", RECORDED IN BOOK1255 OF MAPS, PAGE 11, MARICOPA COUNTY RECORDS, BEING A SUBDIVISION IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT OLIVE PARK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS AMENDED FINAL PLAT OF "3 OLIVE PARK", RECORDED IN BOOK 1255 OF MAPS, PAGE 11, MARICOPA COUNTY RECORDS, BEING A SUBDIVISION IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, CITY OF PEORIA, ARIZONA, AS PLATTED HEREON AND HEREBY PUBLISHES THIS AMENDED FINAL PLAT OF SAID "3 OLIVE PARK" DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, OR LETTER GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

ALL DEDICATED RIGHTS OF WAYS, WATER, SEWER AND PUBLIC UTILITY EASEMENTS STATED ON OR WITHIN THE RECORDED FINAL PLAT FOR "3 OLIVE PARK", RECORDED IN BOOK 1255 OF MAPS, PAGE 11, MARICOPA COUNTY RECORDS, SHALL BE ABANDONED WITH THE RECORDATION OF THIS AMENDED FINAL PLAT.

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 OWNER, ITS HEIRS OR ASSIGNS.

OLIVE PARK, LLC, A ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATED TO THE CITY THE OLIVE AVENUE, 103RD AVENUE, 102ND AVENUE, PUGET AVENUE, 102ND LANE, 101ST DRIVE, TOWNLEY AVENUE, 102ND DRIVE, GOLDEN LANE AND LAWRENCE LANE 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 OLIVE AVENUE, 103RD AVENUE, 102ND AVENUE, PUGET AVENUE, 102ND LANE, 101ST DRIVE, TOWNLEY AVENUE, 102ND DRIVE, GOLDEN LANE AND LAWRENCE LANE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. OLIVE PARK, LLC, A ARIZONA LIMITED LIABILITY COMPANY, HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

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

THE "3 OLIVE PARK HOMEOWNERS ASSOCIATION" WILL MAINTAIN ALL TRACTS DWELLING UNITS SHALL NOT BE CONSTRUCTED ON SAID TRACTS.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACT "A" THRU "L". THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION, AND DRAINAGE FACILITIES. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AS EASEMENT FOR MAINTENANCE OF ONSITE 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 HOMEOWNERS 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 HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

OLIVE PARK, LLC, A ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HEREBY GRANTS TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT AND PERPETUAL PUBLIC DRAINAGE EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF DRAINAGE FACILITIES OVER, UNDER, AND ACROSS TRACT "H" SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA.

OLIVE PARK, LLC, A ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HEREBY GRANTS TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT AND PERPETUAL WATER AND SEWER EASEMENT FOR THE FOLLOWNG PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A WATER AND/OR SEWER LINE OVER, UNDER, AND ACROSS TRACTS "C", "D" AND "H" 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 THE AFOREMENTIONED TRACT OR PARCEL OF LAND; THAT IT HAS A GOOD AND LAWFUL RIGHT OT 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 PORTIONS OF THE BRANCHES AND TOPS OF THE TREES NOW GROWNG OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIPTED 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 AND LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR 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 SUCCESSOR 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.

DEDICATION (CONTINUED)

OLIVE PARK, LLC, AS OWNER, HEREBY GRANTS TO THE CITY THE EASEMENTS SHOWN HEREON AS RETENTION AND/OR DRAINAGE EASEMENTS FOR THE PURPOSE OF DRAINAGE SERVICES AND RELATED FACILITIES AND ACCESS AND MAINTENANCE ASSOCIATED WITH SUCH EASEMENT RIGHTS.

OLIVE PARK, LLC, A ARIZONA LIMITED LIABILITY COMPANY, HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

OWNER'S AGREEMENT
IT IS AGREED THAT BY THE COMPLETION OF CONSTRUCTION ALL LOTS WILL BE ACCURATELY STAKED AND MARKED WITH PERMANENT MARKERS, AS DESIGNATED ON THIS PLAT AND A CERTIFICATION FILED WITH MARICOPA COUNTY BY AN ARIZONA REGISTERED LAND SURVEYOR CERTIFYING SUCH LOTS ARE ACCURATELY STAKED AND MARKED WITH THE LAND SURVEYORS REGISTRATION NUMBER, AND DESCRIBING THE TYPE OF MARKERS USED.

IN WITNESS WHEREOF:
THE UNDERSIGNED, OLIVE PARK, LLC, A ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED THIS 20th DAY OF October, 20 16.

OLIVE PA[redacted]IABILITY COMPANY

BY: _____ DATE: 10-20-2016

ITS: Manager

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS 20th DAY OF October, 20 16 BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED RICK TAYRIEN WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

[redacted] 10/20/2016
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: 10/4/2019

NOTES

1. THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID 1187) AND STREET LIGHT IMPROVEMENT DISTRICT (SLID 1111) AS REQUIRED.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING , NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
6. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED 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 PLANED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
8. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
9. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
10. 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.

NOTES (CONTINUED)

11. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, HAS BEEN FORMED AND HAS THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
12. VIEW FENCING IS REQUIRED BETWEEN LOTS 102 AND 103.
13. MAINTENANCE AND REPAIRS OF ALL STAMPED CONCRETE WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
14. LOTS 99 & 105 SHALL NOT BE PERMITTED TO HAVE A 2 (TWO) STORY HOME.
15. LOTS 94 THROUGH 111 MAY NOT HAVE MORE THAN 2 (TWO) CONSECUTIVE 2 (TWO) STORY HOMES.

RATIFICATION AND APPROVAL

THE UNDERSIGNED, DULY APPOINTED PRESIDENT, ON BEHALF OF THE BOARD OF DIRECTORS OF THE "3 OLIVE PARK HOMEOWNERS ASSOCIATION", AS REQUIRED BY THE CHARTER, RATIFIES AND APPROVES THIS PLAT AND APPROVES ALL DESIGNATIONS OF AREAS OF COMMON RESPO[redacted]

BY: _____ 10-20-2016
DIRECTOR DATE

ACKNOWLEDGEMENT FOR RATIFICATION AND APPROVAL

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF [redacted] OCTOBER, 20 16, BY [redacted]

DIRECTOR OF "3 OLIVE PARK HOMEOWNERS ASSOCIATION", ON BEHALF OF THE ASSOCIATION

BASIS OF BEARING

THE BASIS OF BEARING IS NORTH 89 DEGREES 39 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 1 EAST OR THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 863 OF MAPS, PAGE 7, MARICOPA COUNTY RECORDS

FLOOD ZONE INFORMATION

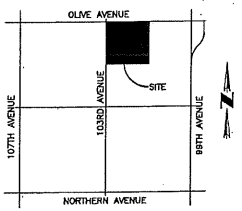
THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA. AS DEPICTED WITHIN THE FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR MARICOPA COUNTY, ARIZONA, ON COMMUNITY PANELS NO. 04013C1685L AND 04013C1695L, DATED OCTOBER 16, 2013, THE SUBJECT PROPERTY IS WITHIN ZONE SHADED X, DEFINED AS "AREAS 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."

BOUNDARY CORNER NOTIFICATION

PER THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS (ADOPTED FEB. 6, 2010), EXTERIOR BOUNDARY CORNERS WILL BE SET BY THE SURVEYOR WHO CERTIFIED THIS PLAT. IT IS THE RESPONSIBILITY OF THE SUBDIVIDER TO ENSURE THAT INTERIOR CORNERS OF THE SUBDIVISION ARE SET (I) WITHIN NINETY (90) DAYS AFTER COMPLETION OF THE CONSTRUCTION IMPROVEMENTS, OR (II) WITHIN TWO (2) YEARS AFTER RECORDATION OF THE SUBDIVISION PLAT, WHICHEVER DATE IS FIRST TO OCCUR. THE INTERIOR CORNERS OF THE SUBDIVISION MAY BE STAKED BY SURVEYORS OTHER THAN WHO CERTIFIED THIS SURVEY. IT WILL BE THE RESPONSIBILITY OF THE OTHER SURVEYOR WHO STAKES THE INTERIOR CORNERS OF THE SUBDIVISION TO RECORD A "RECORD OF SURVEY" WITH THE COUNTY RECORDER CONSISTENT WITH CURRENT ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

AMENDED PLAT NARRATIVE

THE PURPOSE OF THIS AMENDED PLAT IS TO CORRECT A SURVEYING ERROR THAT OCCURRED DURING CONSTRUCTION STAKING OF THIS SUBDIVISION. THE INTEGRITY OF THE REQUIRED RIGHTS OF WAYS, EASEMENTS AND MINIMUM LOT WIDTHS AND LOT DEPTHS HAS BEEN MAINTAINED WITH THIS AMENDED PLAT.



VICINITY MAP
(NOT-TO-SCALE)

SHEET INDEX

1. COVER, NOTES, DEDICATION, SITE DATA, BASIS OF BEARING & CERTIFICATIONS
2 AREA TABLES, LINE AND CURVE TABLE & DETAIL
3-4 FINAL PLAT PLAN

SITE DATA

ZONING: PAD (CASE #Z14-0011)
NUMBER OF LOTS 158
GROSS AREA 39.963 ACRES

OWNER

OLIVE PARK, LLC
1638 WEST PARKSIDE LANE
SUITE 200
PHOENIX, ARIZONA 85027
PHONE: (480) 607-6580
CONTACT: RICK TAYRIEN

DEVELOPER

OLIVE PARK, LLC
1638 WEST PARKSIDE LANE
SUITE 200
PHOENIX, ARIZONA 85027
PHONE: (480) 607-6580
CONTACT: RICK TAYRIEN

ENGINEER

CVL CONSULTANTS
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-6831
CONTACT: LARRY SULLIVAN

APPROVALS

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA THIS

_____ DAY OF _____, 20 _____

ATTEST:

_____ _____
MAYOR DATE

_____ _____
CITY CLERK DATE

_____ _____
FOR CITY ENGINEER DATE

CERTIFICATION

I, LARRY E. SULLIVAN, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF FOUR (4) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER, 2016, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: [redacted]
LARRY E. SULLIVAN
REGISTRATION NUMBER 22782
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

R150040C

GROSS AREA = 39.963 ACRES	SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE
1	ADDRESS CITY COMMENTS	10/11/16

Coe & Van Loo Consultants, Inc.

AMENDED FINAL PLAT OF "3 OLIVE PARK"
PEORIA, ARIZONA

[redacted]
EXPIRES 9-30-17

SHEET 1 OF 4

CVL Contact: L. SULLIVAN
CVL Project #: 1-01-02786-01
CVL File #:

Plotted By: BrianH Plot Date: October 19, 2016 Filename: N:\01\02786\1\CADD\Survey\RE-PLAT\RS_REPLAT.dwg

LOT AREA TABLE		
LOT #	SQ.FT.	ACRES
1	5,263	0.121
2	5,445	0.125
3	5,220	0.120
4	5,220	0.120
5	5,445	0.125
6	5,445	0.125
7	5,220	0.120
8	5,220	0.120
9	5,375	0.123
10	8,008	0.184
11	10,981	0.252
12	7,570	0.174
13	5,470	0.126
14	5,291	0.121
15	5,302	0.122
16	5,539	0.127
17	5,493	0.126
18	8,129	0.187
19	12,698	0.291
20	7,643	0.175

LOT AREA TABLE		
LOT #	SQ.FT.	ACRES
21	5,403	0.124
22	5,445	0.125
23	5,445	0.125
24	5,445	0.125
25	5,445	0.125
26	5,445	0.125
27	5,377	0.123
28	5,395	0.124
29	5,395	0.124
30	5,395	0.124
31	5,395	0.124
32	5,395	0.124
33	5,395	0.124
34	5,389	0.124
35	5,389	0.124
36	5,389	0.124
37	5,389	0.124
38	5,389	0.124
39	5,389	0.124
40	5,389	0.124

LOT AREA TABLE		
LOT #	SQ.FT.	ACRES
41	5,365	0.123
42	5,384	0.124
43	5,395	0.124
44	5,439	0.125
45	5,439	0.125
46	5,439	0.125
47	5,439	0.125
48	5,439	0.125
49	5,349	0.123
50	5,349	0.123
51	5,349	0.123
52	5,349	0.123
53	5,349	0.123
54	5,349	0.123
55	5,349	0.123
56	5,349	0.123
57	5,400	0.124
58	5,400	0.124
59	5,400	0.124
60	5,400	0.124

LOT AREA TABLE		
LOT #	SQ.FT.	ACRES
61	5,400	0.124
62	5,400	0.124
63	5,400	0.124
64	5,400	0.124
65	5,220	0.120
66	5,445	0.125
67	5,220	0.120
68	5,220	0.120
69	5,445	0.125
70	5,445	0.125
71	5,220	0.120
72	5,220	0.120
73	5,564	0.128
74	9,374	0.215
75	13,326	0.306
76	7,684	0.176
77	5,887	0.135
78	5,878	0.135
79	5,863	0.135
80	5,848	0.134

LOT AREA TABLE		
LOT #	SQ.FT.	ACRES
81	5,833	0.134
82	5,818	0.134
83	5,803	0.133
84	5,788	0.133
85	5,773	0.133
86	7,036	0.162
87	7,013	0.161
88	6,991	0.160
89	6,968	0.160
90	6,946	0.159
91	6,923	0.159
92	6,863	0.158
93	6,766	0.155
94	7,185	0.165
95	7,410	0.170
96	7,425	0.170
97	7,425	0.170
98	7,425	0.170
99	7,425	0.170
100	7,425	0.170

LOT AREA TABLE		
LOT #	SQ.FT.	ACRES
101	7,425	0.170
102	7,425	0.170
103	7,425	0.170
104	7,425	0.170
105	7,425	0.170
106	7,425	0.170
107	7,425	0.170
108	7,425	0.170
109	7,425	0.170
110	7,282	0.167
111	7,810	0.179
112	6,865	0.158
113	6,665	0.153
114	6,923	0.159
115	6,604	0.152
116	6,593	0.151
117	6,593	0.151
118	6,593	0.151
119	6,593	0.151
120	6,593	0.151

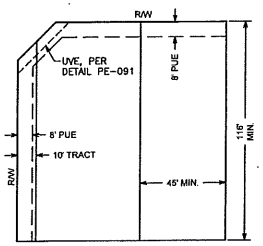
LOT AREA TABLE		
LOT #	SQ.FT.	ACRES
121	6,593	0.151
122	6,593	0.151
123	6,593	0.151
124	6,593	0.151
125	6,593	0.151
126	6,593	0.151
127	6,593	0.151
128	6,593	0.151
129	6,593	0.151
130	6,593	0.151
131	6,593	0.151
132	6,593	0.151
133	6,593	0.151
134	6,593	0.151
135	6,593	0.151
136	6,593	0.151
137	6,593	0.151
138	6,593	0.151
139	6,593	0.151
140	6,593	0.151

LOT AREA TABLE		
LOT #	SQ.FT.	ACRES
141	6,593	0.151
142	6,593	0.151
143	6,593	0.151
144	6,534	0.150
145	6,534	0.150
146	6,534	0.150
147	6,534	0.150
148	6,534	0.150
149	6,534	0.150
150	6,534	0.150
151	6,534	0.150
152	6,594	0.151
153	6,594	0.151
154	6,594	0.151
155	6,594	0.151
156	6,594	0.151
157	6,594	0.151
158	6,594	0.151
TOTAL=	997,512	22.888

TRACT AREA TABLE			
TRACT	SQ.FT.	ACRES	DESCRIPTION *
TRACT A	22,461	0.516	LANDSCAPE, OPEN SPACE & PEORIA PUE
TRACT B	10,214	0.234	LANDSCAPE, OPEN SPACE & PEORIA PUE
TRACT C	4,344	0.100	LANDSCAPE, OPEN SPACE, PEORIA WATER EASEMENT & PEORIA PUE
TRACT D	85,371	1.960	LANDSCAPE, OPEN SPACE, PEORIA PUE, RETENTION AMENITIES, PEORIA WATER AND SEWER EASEMET
TRACT E	4,357	0.100	LANDSCAPE, OPEN SPACE & PEORIA PUE
TRACT F	4,357	0.100	LANDSCAPE, OPEN SPACE & PEORIA PUE
TRACT G	4,358	0.100	LANDSCAPE, OPEN SPACE & PEORIA PUE
TRACT H	130,717	3.001	LANDSCAPE, OPEN SPACE, PEORIA PUE, RETENTION, DRAINAGE & PEORIA SEWER EASEMENT
TRACT I	4,345	0.100	LANDSCAPE, OPEN SPACE & PEORIA PUE
TRACT J	22,163	0.509	LANDSCAPE, OPEN SPACE, PEORIA PUE & RETENTION
TRACT K	4,360	0.100	LANDSCAPE, OPEN SPACE & PEORIA PUE
TRACT L	995	0.023	LANDSCAPE, OPEN SPACE & PEORIA PUE
TOTAL=	298,040	6.844	

* USES LISTED HEREON MAY NOT BE THE ENTIRE TRACT - REFER TO PLAN SHEETS FOR THE EXACT LOCATION OF EACH USE/EASEMENT WITHIN THE TRACT.

PARCEL AREA TABLE		
PARCEL	SQ.FT.	ACRES
OVERALL BOUNDARY	1,740,794	39.963
RIGHT OF WAY	445,241	10.221
NET AREA=	1,295,553	29.742



TYPICAL LOT DETAIL

NOT TO SCALE

UVE=UNOBSTRUCTED VIEW EASEMENT

AVERAGE LOT AREA = 6313 SQ.FT.

LINE TABLE		
NO.	BEARING	LENGTH
L1	S44°39'29"W	42.43'
L2	S44°39'12"W	26.46'
L4	N45°20'31"W	28.06'
L5	S44°39'29"W	28.06'
L6	N45°20'31"W	28.06'
L7	S44°39'29"W	28.06'
L8	N45°20'31"W	28.08'
L9	S44°39'29"W	28.08'
L10	N53°24'12"W	20.43'
L11	N29°47'12"W	24.30'
L12	N54°32'28"E	40.57'
L13	N45°20'31"W	27.99'
L14	S44°49'18"W	10.32'
L15	S44°49'18"W	28.37'

LINE TABLE		
NO.	BEARING	LENGTH
L16	S45°10'42"E	28.20'
L17	S45°20'31"E	28.00'
L18	N44°39'29"E	27.99'
L19	S44°39'29"W	28.05'
L20	S45°20'31"E	28.28'
L21	N45°20'31"W	28.05'
L22	S45°20'31"E	27.98'
L23	S44°39'29"W	27.98'
L25	N45°20'31"W	42.43'
L26	S45°20'31"E	24.85'
L27	N44°49'18"E	28.36'
L28	S00°20'31"E	19.00'

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	16.65'	55.00'	017°20'29"	8.39'	16.58'	N80°59'14"E
C2	119.69'	55.00'	124°40'58"	104.94'	97.43'	N45°20'31"W
C3	16.65'	55.00'	017°20'29"	8.39'	16.58'	S08°19'44"W
C4	229.35'	50.00'	262°49'03"	56.70'	75.00'	S20°05'38"E
C5	37.36'	35.00'	061°09'39"	20.68'	35.61'	S59°04'40"W
C6	16.65'	55.00'	017°20'29"	8.39'	16.58'	S09°00'46"E
C7	119.69'	55.00'	124°40'58"	104.94'	97.43'	N44°39'29"E
C8	16.65'	55.00'	017°20'29"	8.39'	16.58'	N81°40'16"W
C9	16.77'	55.53'	017°17'58"	8.45'	16.70'	S81°00'30"W
C10	120.29'	55.00'	125°18'28"	106.35'	97.71'	S45°14'10"E
C11	17.08'	55.00'	017°47'45"	8.61'	17.01'	N08°28'12"E
C12	16.65'	55.00'	017°20'29"	8.39'	16.58'	S08°19'44"W

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C13	119.69'	55.00'	124°40'58"	104.94'	97.43'	N45°20'31"W
C14	16.65'	55.00'	017°20'29"	8.39'	16.58'	N80°59'14"E
C15	16.37'	55.00'	017°03'28"	8.25'	16.31'	S81°28'02"W
C16	119.69'	55.00'	124°40'58"	104.94'	97.43'	S45°20'31"E
C17	16.18'	55.00'	016°51'36"	8.15'	16.13'	N08°05'12"E
C18	16.65'	55.00'	017°20'29"	8.39'	16.58'	N09°00'46"W
C19	119.69'	55.00'	124°40'58"	104.94'	97.43'	S44°39'29"W
C20	16.65'	55.00'	017°20'29"	8.39'	16.58'	S81°40'16"E
C21	13.23'	35.00'	021°39'24"	6.69'	13.15'	S79°30'49"E
C22	12.73'	4.12'	177°16'09"	172.64'	8.23'	N89°39'29"E
C23	13.39'	4.12'	186°13'31"	75.77'	8.23'	S89°39'29"W

R150040C

CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE
1	ADDRESS CITY COMMENTS	10/1/16

Coe & Van Loo Consultants, Inc.

AMENDED FINAL PLAT OF

"3 OLIVE PARK"

PEORIA, ARIZONA

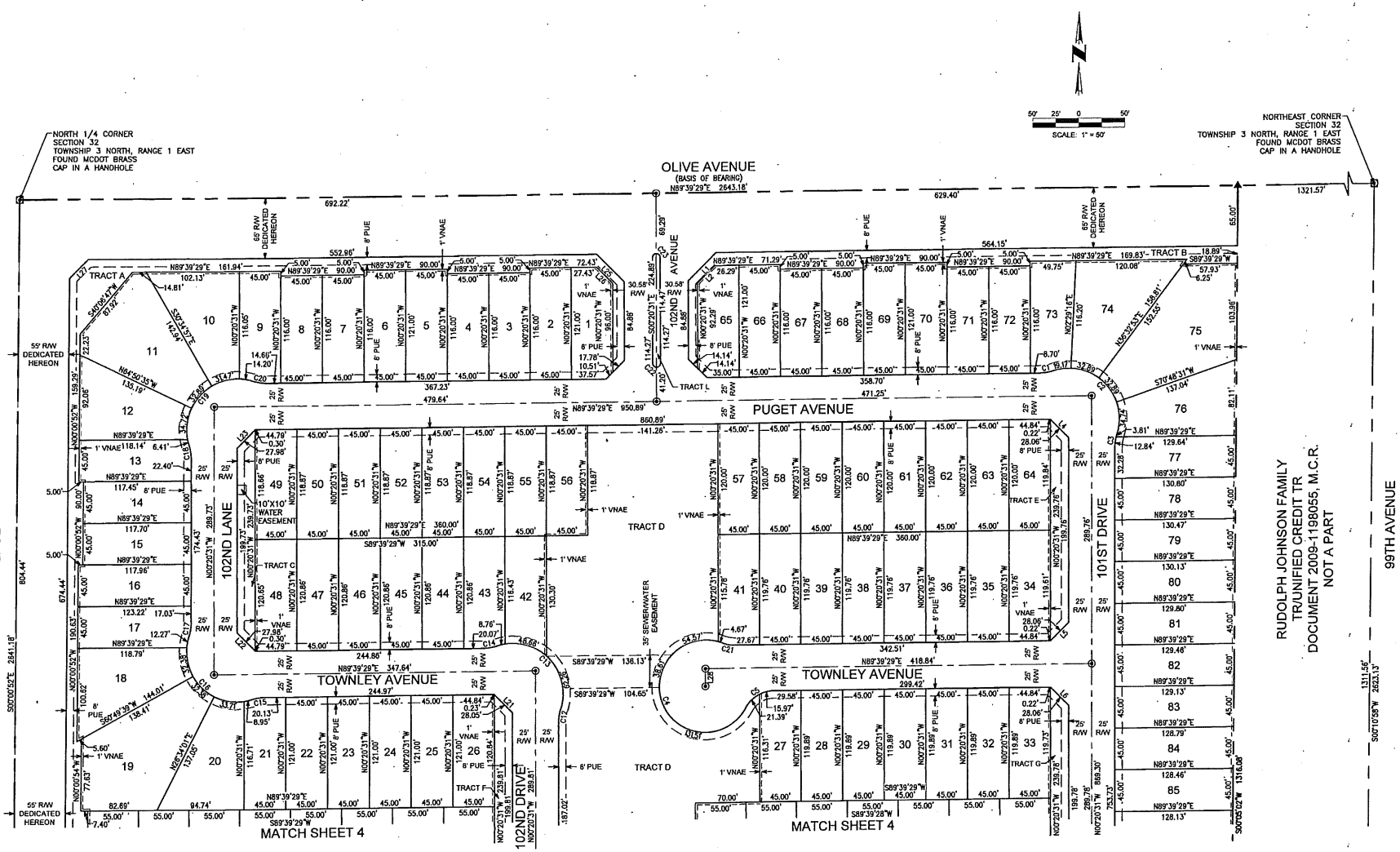
SHEET 2 OF 4

CVL Contact: L. SULLIVAN

CVL Project #: 1-01-02788-01

CVL File #:

Plotted By: BrettH Print Date: October 19, 2016 Filename: N:\01\02\88\01\CADD\Survey\RE PLAT\05 REPLAT.dwg



LEGEND

- BRASS CAP AS NOTED
- SURVEY MONUMENT HAS BEEN SET PER MAG STD. DETAIL 120, TYPE 'B'
- SUBDIVISION CORNER HAS BEEN SET PER MAG STD. DETAIL 120, TYPE 'B' UNLESS OTHERWISE NOTED
- M.C.R. MARICOPA COUNTY RECORDER
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT-OF-WAY
- UVE UNOBSTRUCTED VIEW EASEMENT
- VNAE VEHICLE NO-ACCESS EASEMENT
- MCDOT MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

- EASEMENT LINE (AS NOTED)
- VEHICLE NO-ACCESS EASEMENT
- SECTION LINE
- MID-SECTION LINE
- RIGHT-OF-WAY
- PROPERTY LINE
- BOUNDARY LINE

SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

R150040C

SHEET 3 OF 4

CVL Contact: L. SULLIVAN
CVL Project #: 1-01-02786-01
CVL File #:

AMENDED FINAL PLAT OF

"3 OLIVE PARK"

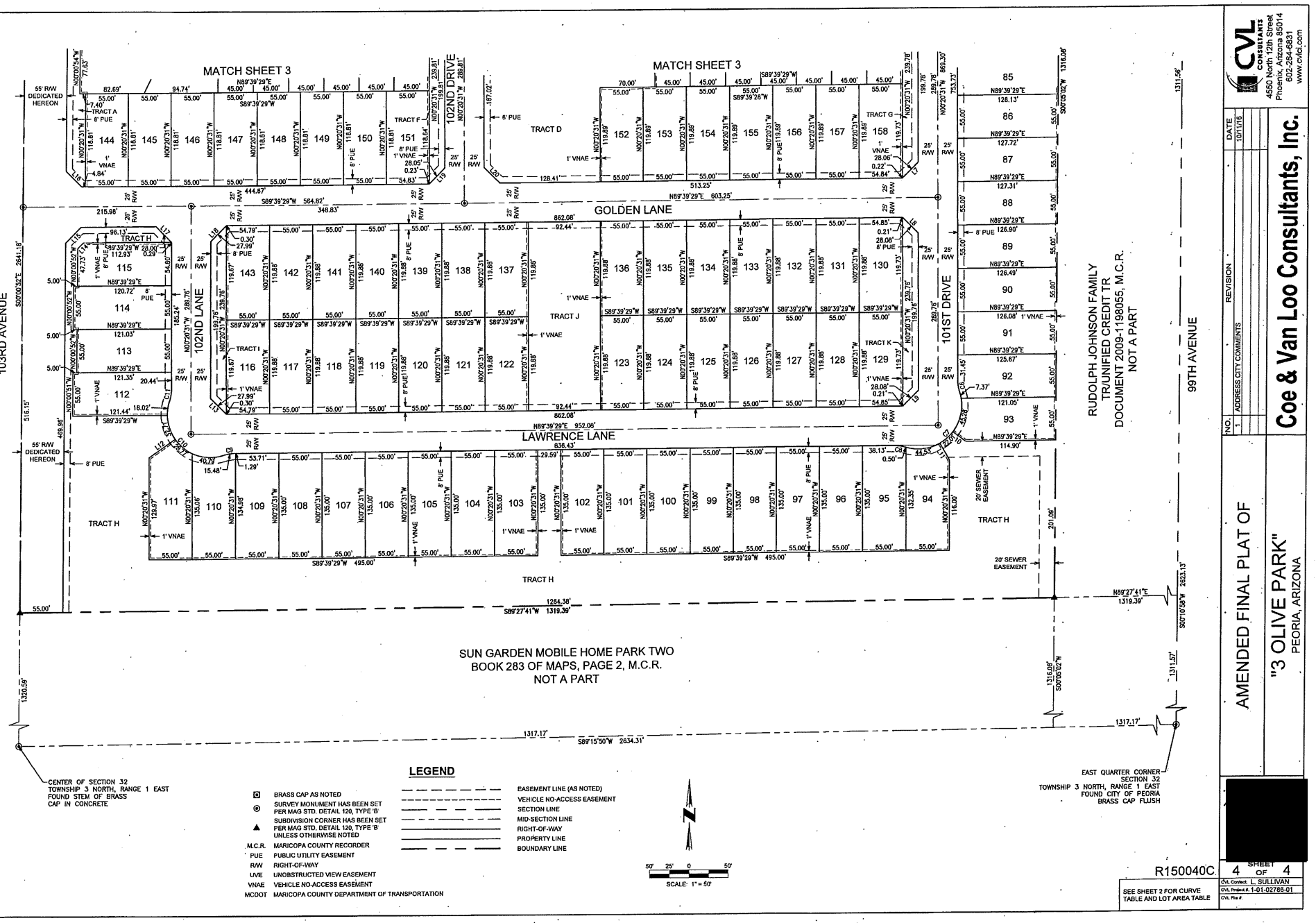
PEORIA, ARIZONA

NO.	REVISION	DATE
1.	ADDRESS CITY COMMENTS	10/11/16

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4550 North 12th Street
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NO.	REVISION	DATE
1.	ADDRESS CITY COMMENTS	10/11/16

Coe & Van Loo Consultants, Inc.

AMENDED FINAL PLAT OF

"3 OLIVE PARK"

PEORIA, ARIZONA

R150040C

SHEET 4 OF 4

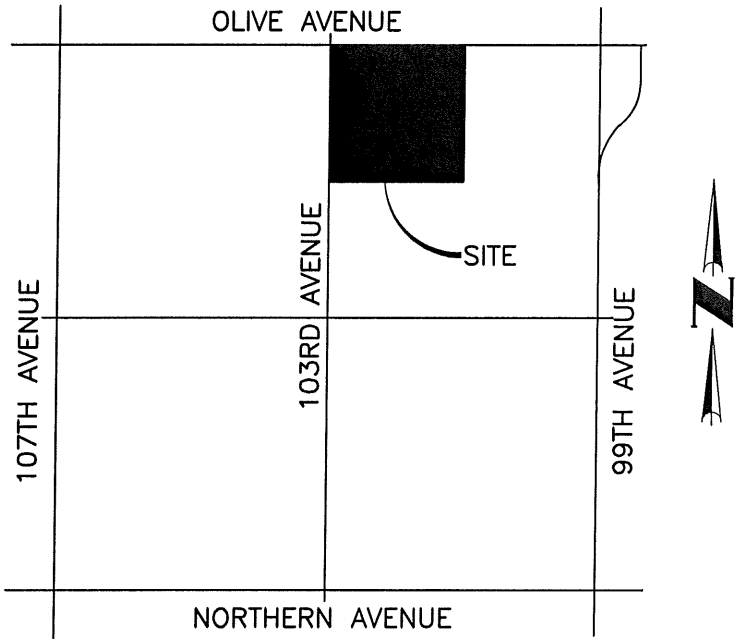
CVL Contact: L. SULLIVAN

CVL Project # 1-01-02788-01

CVL File #:

SEE SHEET 2 FOR CURVE TABLE AND LOT AREA TABLE

Printed By: BradH Print Date: October 19, 2016 Filename: N:\01025801\CADD\Survey\RE-PLAT\VS_REPLAT.dwg



VICINITY MAP

(NOT-TO-SCALE)

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 18R.

Date Prepared: 11/8/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Laura Krause, Human Resources Director

SUBJECT: Memorandum of Understanding, City of Peoria Police Supervisors

Purpose:

This is a request for City Council to consider a Memorandum of Understanding (MOU) for the City of Peoria Police Supervisors (COPPS) for the period of July 2017 through June 2021 establishing wages, hours, and conditions of work.

Background/Summary:

Pursuant to City Code Chapter 19, the meet and confer process began on September 21, 2016 and concluded on November 2, 2016 when the members of COPPS ratified this MOU.

The major components of this new MOU are as follows:

*The agreement is for a four year period, beginning July 1, 2017 to June 30, 2021;
*Establishes a new sick leave payout program;
*Provides $1,000 in Professional Development Pay;
*Provides one additional personal day for the life of the MOU; and
*Provides a $1,000 final year payment in FY20.

Options:

A. Approve the COPPS MOU in total for the period July 2017 through June 2021.

B. Do not approve the COPPS MOU in total for the period July 2017 through June 2021 and return for re-negotiation with specific direction.

Staff Recommendation:

Discussion and possible action to approve the City of Peoria Police Supervisors Memorandum of Understanding in total for the period July 2017 through June 2021.

Fiscal Analysis:

The cost of the four-year program ranges from $111,469 to $114,422 per year dependent on the

individual members use of the benefits as provided.

ATTACHMENTS:

COPPS 2017-2021 MOU

Contact Name and Number:

Laura Krause, Human Resources Director (623) 773-7103

Memorandum of Understanding

July 1, 2017 - June 30, 2021

City of Peoria

And

City Of Peoria Police Supervisors Association

This Memorandum of Understanding is made and entered into between the City of Peoria, Arizona, hereinafter referred to as "City", and the City Of Peoria Police Supervisors Association, hereinafter, referred to as ·'Association", under the authority of the City of Peoria Ordinance No. 2010-05 and Resolution 2010-07.

Table of Contents

Article	Page
Preamble	1
Article 1: Definition of Terms	2
Article 2: Rights of the Parties	3-6
Article 3: Wages	7-10
Article 4: Holiday Benefits	11
Article 5*:* Uniform Allowance	12
Article 6*:* Hours of Work	13-15
Article 7*:* Overtime	15
Article 8: Compensatory Time	15-16
Article 9*:* Off-Duty Assignments	16-17
Article 10: Leave	17-20
Article 11: Health and Dental Insurance	20
Article 12: Life Insurance and Death Benefit	20
Article 13: Limited Duty Assignments	21
Article 14: Callbacks/Callouts/OnCall and Court Appearances	21-22
Article 15: Retirement Benefits	22-24
Article 16: Administrative Investigation/Disciplinary Policy	24-25
Article 17: Polygraph Examination Policy	26
Article 18: Probationary Period	26-27
Article 19: Random Drug Screen	27
Article 20: Grievance Procedure	27-30
Article 21: Labor/Management Committee	30
Article 22: Prohibition of Strikes and Lockouts	31
Article 23: Fiscal Crisis	32
Article 24: Demotion/Recall	32
Article 25: Saving Clause	32-33
Article 26: Term and Effect	33-34
Attachment A Drug Screening Process	35-40

Preamble

We, as an Association, understand that we hold a unique and valuable role as supervisors, mentors, and leaders within the organization. We serve a pivotal role in the organization and to the mission of the department. Our members will provide, individually and collectively, loyal and efficient work and service. We will use our influence and best efforts to protect the property of the City, its service to the public and that we will cooperate in promoting and advancing the welfare of the City.

This agreement is entered into between the City of Peoria and the City of Peoria Police Supervisors (COPPS). It is the purpose of this agreement to assure sound and mutually beneficial relationships between the two parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and working conditions.

The purpose of this agreement is to provide guidelines to assist with an orderly meet and confer process between the two parties, to secure prompt and fair disposition of grievances or complaints and to establish a basis for the solution of problems by responsible parties so that a spirit of peace and cooperation be maintained.

The City and COPPS, having met and conferred in good faith pursuant to City ordinance, have reached complete agreement concerning wages, hours and working conditions for the term specified and submit this Memorandum to the City Council of the City of Peoria with their joint recommendation that the City Council resolve to adopt its terms and provisions.

Article 1: Definition of Terms

Whenever any words used herein are in the masculine, feminine, or neuter, they will be construed as though they were also used in another gender in all cases where they would so apply.

In addition, the term employee either in the singular or plural form will mean employees of the City of Peoria that are specifically covered by the MOU.

City - The governing body of the City of Peoria as defined by City Ordinance to act on behalf of the City of Peoria and the citizens therein matters concerning wages, hours, and work conditions.

Association - The City of Peoria Police Supervisors (COPPS) Association. The association identified by City Ordinance 2010-05 and Resolution 2010-07 to act on behalf of all Police Sergeants employed by the City of Peoria as the representative to meet and confer in matter concerning wages, hours, and work conditions.

Seniority- Seniority is defined as length of continuous employment in the position of Sergeant with the City of Peoria. Two or more employees with the same promotion date will be determined by time with the city. Employees with the same hire date and same promotion date will be determined by birth month and day.

Article 2: Rights of the Parties

1. Rights/Responsibilities of the Association

a. The Association as the authorized representative has the exclusive right to serve as the meet and confer representative of all employees in the Association as determined by the Peoria City Council in City Ordinance 2010-05 and Resolution 2010-07.

b. Certain specified organizational representatives of the Association have the rights to paid release time as follows:

i. The Association may designate representatives as follows:
Five (5) Executive Board members
Four (4) Representatives
No more than two (2) of the four (4) total representatives will be assigned to the same patrol shift. The Association will notify the Police Chief of such appointments within thirty (30) days of shift or assignment change. The Police Department is not obligated to change or adjust normal scheduling or assignments of personnel as a result of such designations.

ii. One Association representative may attend mutually scheduled Memorandum of Understanding (MOU) grievance meetings and hearings with Department representatives without loss of pay or benefits.

iii. The Association representative and the involved employee will coordinate with the immediate manager(s) to be absent from their duties to attend grievance meetings. This request will not be unreasonably denied, giving proper consideration to essential work of the Department and the occupational safety of the work unit.

iv. For each individual fiscal year (July 1 through June 30) during the term of this agreement, the Association will, subject to operational scheduling requirements, be allowed release time with pay, which will not be unreasonably withheld, for up to a maximum of four hundred fourteen (414) hours per year for elected officers, trustees, and employees identified by the President to attend Association Business and Executive Board meetings or to attend union seminars, conventions, training and lobbying for the Association's interest. Union release time will not be used for political activism or outside union organizing.

Notice of events and names of the employees attending should be submitted to the Police Chief or his designee by the Association no later than ten (10) calendar days in advance of the requested release time. Requests submitted with less than ten (10) days notice will be considered and may be granted when they do not interfere with normal departmental operations.

v. The City will furnish to the Association on request, at actual cost, a listing of Association's members on City payroll deduction in July and January during the term of this agreement indicating name, mailing address and job assignment. The Association agrees to use this list solely for the purpose of

communicating with employees and will not share this information with other individuals or organizations.

vi. The City will deduct biweekly an amount approved by the membership of the Association limited to regular and temporary membership dues pursuant to authorization of a form provided by the City, duly completed and signed by the employee, and transmit such deductions to the Association on a monthly basis. The City will, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. Requests for changes in the deduction amount will include the employee name, number, effective date, and amount. The City will not make dues deductions for employees on behalf of any other employee organization during the term of the Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.

vii. The Association, through its designated representatives, may distribute Association related printed material on City premises (building and grounds) only before and after scheduled working hours, provided that the employee distributing such material is on non-work status.

The City does grant the Association permission to use City provided information boxes assigned to each individual employee located within the employee's designated work area to distribute said materials.

The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the City or its designee; however the Association will be permitted to place a bulletin board (size not to exceed 48'' x 36") in each Police facility. The Association will be responsible for all costs and upkeep with these bulletin boards. The parties agree that this Article does not authorize ·or approve the posting of material that is political in nature or abusive of any person or organization.

viii. The City agrees that employees and necessary representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to the appropriate employer representative. Such visitations shall be for the reasons of the administration of this agreement, disseminating information, or providing information to newly promoted employees. The Association agrees that such activities shall not interfere with the normal work duties of employees.

The Association will be allowed one (1) uninterrupted hour to provide information about the Association to the newly promoted employee during the one (1) day orientation scheduled prior to promotion.

ix. The City will provide the Association, upon request, non-confidential and readily available information concerning the Unit that is necessary to Association representatives for negotiation and MOU grievances, and is not otherwise available to the Association, such as personnel census, employee benefit data, and survey information. Such requests will be made through the Human Resources Director or designee. Any usual costs incurred by the City in connection with this Section will be borne by the Association. Further, the

Association may designate who will be authorized to examine the documents provided. Such persons need not be employees of the City or Association but may include accountants, time study experts, or others hired by the Association for the purpose of such examination. Such examinations will be during regular City business hours.

x. The Association shall designate a representative during normal business hours to respond to planned and unplanned communications with the Police Chief, his designees, or City management staff, including Human Resources.

xi. The Association and the City mutually agree to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, personnel, and methods of work.

2. Rights of Management

a. The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services. Determine the basis for selection, retention, and promotion of employees for occupations or job descriptions within the bargaining unit established in this agreement.

b. The City Manager and the Police Chief have exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such decision-making will not in any way, directly or indirectly, be subject to the grievance procedure contained herein.

c. The exclusive rights of the City will include, but not be limited to:

i. The right to determine the organization of City government and the purpose and mission of its constituent agencies

ii. To set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations

iii. To establish and effect administrative regulations and employment rules consistent with law and specific provisions of this Memorandum

iv. To direct its employees, to take disciplinary action for just cause (as defined in this MOU)

v. To relieve its employees from duty because of lack of work or other legitimate reasons

vi. To determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interests of efficient service to the community

vii. To adopt and manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend programs, functions, divisions, and

departments as the City Council in the exercise of its legislative authority to create and manage the City's budget determined to be necessary and appropriate
Nothing herein will be construed to diminish the rights of the City under Ordinance 2010-05.

d. To adopt and to manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend certain programs, functions, divisions, and departments as the City Council in the exercise of its legislative authority to create and manage the City's budget determined to be necessary and appropriate.

3. Rights of the Employee

a. All employees will have the right to have the Association serve as their '"Meet and Confer" representative as set forth in Ordinance 2010-05 and Resolution 2010-07, without discrimination based on membership or non-membership in the Association.

b. Employees will have the right to be represented by the Association in dealings with the City concerning grievances as defined in this MOU.

c. Employees will have the right to present their own grievance in person alleging violations of the specific terms of this agreement. with or without representation. No solution will be reached with any employee which conflicts with the purpose and intent of the negotiated terms of the agreement.

d. An employee may review their file at any time, in addition may request in writing that a representative may be permitted to examine his/her Employees Human Resources Personnel File and the Department's Employee Performance Tracking System.

e. No employee will have any adverse comments entered into his/her Employees Human Resources Personnel File and the Department's Employee Performance Tracking System without being informed by a supervisor. If the employee requests, he/she may receive a copy of the adverse comment.

f. Employees may, at their discretion, attach a statement of rebuttal to any material contained in their Employees Human Resources Personnel File and the Department's Employee Performance Tracking System which may be adverse in nature.

Article 3: Wages

1. The following pay schedule will be the pay schedule in effect (first pay period to include July 1, 2017 through last pay period, ending approximately June 30, 2021). The salary schedule will be paid to all full time employees if the normal work week is worked or fulfilled as paid leave. Step 1 of the Sergeant's pay scale will be at least 5% greater than the top step of the PPOA wage scale.

   a. The annual Performance Payment system for employees shall be as follows:

STEP INTERVALS	STEP NUMBER	PERCENTAGE BETWEEN STEPS
Promotion	1	5% above
6 Months	2	1%
6 Months	3	4%
6 Months	4	2%
6 Months	5	3%
1 Year	6	4%
1 Year	7	4%
1 Year	8	3%
1 Year	Pay for Performance	(1 week salary or equivalent vacation hours)

2. **Premium Payments**

   a. **Leadership Pay** -This pay is reserved for those employees who are considered pacesetters and modernizers within the organization. Employees qualified in the position of Police Sergeant as to have the skill and expertise to satisfy the requirements to instruct Sergeants in Training and/or temporarily perform substantially the full range of responsibilities of a higher level classification. Qualified employees will receive their regular hourly rate plus an additional five (5) percent of their hourly base pay for all time actually worked in either capacity.

   b. Employees assigned to the Special Assignment Unit (SAU) will receive one dollar ($1.00) per hour or equal to any subordinate rank (which ever is greater).

   c. Employees assigned to a duty assignment where, the mere assignment requires reasonable availability outside of their assigned duty days and hours and makes them subject to call out, shall receive their regular rate of pay plus an additional amount of responder pay at one dollar ($1.00) per hour. The following listed positions are eligible: detective sergeants, traffic sergeants, terrorism liaison supervisor, professional standards unit sergeant, K-9 sergeant, and any other position deemed appropriate by the Police Chief.

3**. Shift Differential -** Employees will receive shift differential pay in addition to their normal rate of pay equivalent to a rate of fifty cents ($.50) per hour for shift II and sixty five cents ($.65) per hour for shift Ill (or equal to any subordinate ranks working like hours, whichever is greater) who qualify for shift differential pay. Qualifying shifts and hours are as follows:

a. Employees assigned to Shift II, or whose normal scheduled duty shift begins on or after 1200 hours and prior to 1800 hours.

b. Employees assigned to Shift Ill, or whose normal scheduled duty shift begins on or after 1800 hours and prior to 2400 hours.

c. Employees who are eligible for premium payments and/or shift differential will be paid according to the pay formula which entitles the employee to the maximum pay for the activity which yields the premium and/or differential. However, neither premium nor differential may be duplicated and employees may not be compensated in multiple, cumulative methods for the same premium or differential.

4. **Step Increase -** Employees will be eligible for a one-step increase to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.

   a. Employees who have reached the maximum salary step will not be eligible for additional step increases. Nothing in this agreement will create eligibility or entitlement to a step increase greater than one step at any point in time.

   b. An employee who is on promotional probation or who receives an unsatisfactory rating or is involuntarily demoted may be subject to reassignment during the shift bid year. Such reassignment may occur at the discretion of the Police Chief or his/her designee and will run through the then current shift bid year. An employee re-assigned under this provision will be eligible to participate in the next annual shift bid process provided the employee's performance meets the following requirements:

      i. The employee, the Police Chief, or the Police Chief's designee requests a mid-year performance appraisal and the Police Chief or designee performs such appraisal; and

      ii. The overall rating of the mid-year performance appraisal is satisfactory (full performance of all job requirements).

5. **Deferred Compensation -** Sergeant's 401a Plan**:** The City will contribute $25 per pay period. The Employee will contribute 3% of their salary per pay period into the Sergeant's 401a Plan.

6**. Professional Development Training Program**

Each employee will be allocated $1,000 over the life of this MOU to be used toward training, travel, and lodging for public safety or leadership related training outside the scope of their regularly assigned duties. Any costs above $1,000 will be the responsibility of the employee. The City recognizes it has an obligation to provide training related to the Employee's assignment and recognizes this Professional Development Program is considered sole and separate from the regular training budget. This Professional

Development Program is intended for training outside the Sergeants area of responsibility and is intended to expand the Sergeant's knowledge in other areas of interest.

The guidelines of this program are as follows;

- Training will be used for individual interests for career development. The training can consist of technical or promotional, inside the police or leadership genre, as selected by the COPPS Association member and approved by the Chief of Police.

- Each Association member can attend training classes under this program up to a $1,000 (City Funded) limit.

- All additional costs incurred over the $1,000 will be the responsibility of the Association member.

- Travel time / per diem will be calculated per the City of Peoria Policy.

- The Association member will present the training request to their respective lieutenant at least 30 days before the training.

- Attended training will be considered on duty time.

- No overtime will be incurred by the Association member due to the requested training.

- Unit staffing should not be the sole reason for denial of the requested training. It is understood that exceptional incidents could occur in which staffing would be a primary factor for a possible denial of the training request.

- All training requests under the Profesional Development Program will be submitted through the chain of command with recommendations to the Chief of Police who will make the final decision on approval.

- Should the training be denied, The city will provide the training request with the chain of command recommendation to the COPPS President for review.

- The COPPS President may request a meeting with the Chief of Police to discuss and clarify any reasons for the denial of the training on the member's behalf.

7. **Final Year Payment**

Each employee will receive a Final Year payment of $1,000 payable the first full pay period in July 1, 2020.

8**. Communications Pay**

a. Spanish

i. Employees who have demonstrated competency in Spanish as determined by the City through its designated testing process and who interpret Spanish in the course of performing their duties will receive additional compensation (based on qualified skill level) according to the listed chart or equal to any subordinate rank (which ever is greater) per pay period.

1. Level 1- Basic Skills: $30.00

2. Level II- Intermediate Skills: $100.00

3. Level Ill- Advanced Skills: $150.00

b. American Sign Language

i. Employees who have demonstrated competency in American Sign Language (ASL) as determined by the City through its designated testing process and who interpret American Sign Language (ASL) in the course of performing their duties will receive one-hundred dollars ($100.00) per pay period or equal to any subordinate rank (which ever is greater).

c. Retesting

i. Employees who are eligible to receive communications pay will be retested every two (2) calendar year to re-establish proficiency. Once the employee reestablishes proficiency, the communications pay will continue at the appropriate qualification level.

ii. The City will provide a minimum of 60 days notice to any eligible employee prior to retesting to establish continued eligibility to receive communications pay.

iii. The City will establish a committee responsible for developing or evaluating the tests to be used for determining language proficiency. A representative(s) of COPPS will be designated to be included as a member of this committee.

Article 4: Holiday Benefits

1. The City agrees to incorporate the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Holiday	Fourth Thursday in November
Thanksgiving Holiday	Day after Thanksgiving
Christmas Day	December 25

2. Whenever a holiday falls on a Saturday, it will be observed on the proceeding Friday. Whenever a holiday falls on a Sunday, it will be observed on the following Monday.

3. Whenever a holiday falls on an employee's regularly scheduled 4/10 shift and the employee is required to work the holiday, the employee will be paid 10 hours holiday pay at straight time plus the employee's regular rate of pay for all hours worked.

4. Whenever a holiday falls on an employee's regularly scheduled 4/10 shift but the employee is permitted to take the holiday off. the employee will be paid 10 hours pay at straight time.

5. Without regard to the above sections, all hours worked on a shift that begins between 12:01 a.m. and midnight on the actual calendar holidays (not the designated observed holidays) of New Years Day (January 1), July 4th, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day (December 25) will be paid in 1.5 times the hourly rate. In the event of a shift trade, the employee originally assigned to work the premium holiday will retain the premium pay, not the employee filling the shift trade.

6. In addition to the designated holidays above, the employees will receive one (1) day of floating holiday each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. The floating holiday will be placed in a floating holiday leave bank. The floating holiday can be used in one-hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday: a total of ten (10) hours per year for employees assigned to work ten (10) hour shifts and a total of eight (8) hours per year for employees assigned to work eight (8) hour shifts. Such leave will not be considered as time worked for purposes of the regularly scheduled work week.

7. If an employee is called out during a City recognized holiday. the employee will receive pay at 1.5 times their hourly rate in addition to the holiday pay at straight time (not including the floating holiday).

Article 5: Uniform Allowance

1. The City agrees to provide each employee one thousand two hundred dollars ($1,200) per fiscal year to facilitate the purchase and cleaning of approved uniforms and equipment.

    a. One half ($600) of this allowance will be paid on or about August 1 and one half ($600) of this allowance will be paid on or about February 1.

    b. For newly promoted sergeants assigned after the semi-annual payment, referred in the section above, has been dispersed, the $600 payment will be prorated but will not be less than $220 to facilitate the purchase and tailoring of uniforms and equipment.

2. The Association and the City agree that, in lieu of receiving a uniform allowance biannually, an employee may elect to receive a line of credit of one thousand two hundred dollars ($1,200) per fiscal year under an established system to provide authorized uniforms/clothing and duty equipment and to provide for uniform cleaning, maintenance and replacement. Prior to removing any item from the Police equipment reimbursable list, the City will notify the Association President (or designee).

3. In consideration of the allowance (or line of credit) provided, all employees will provide and maintain their own uniform in accordance with the City specification and the Department Policy. Employees not required to wear uniforms will wear clothing in conformity with City requirements and Department Policy.

4. The City agrees to issue each Sergeant assigned to the Special Assignment Unit (SAU) required clothing and safety equipment in accordance with the departmental policy and procedure.

5. The City agrees to issue each Sergeant assigned to the motorcycle unit with required clothing and safety equipment in accordance with departmental policy and procedure.

6. The City agrees to issue employees assigned to the bicycle patrol with required clothing and safety equipment in accordance with departmental policy and procedure.

7. For each Sergeant assigned to the Specialty unit requiring clothing or equipment outside the standards required for Patrol, the City agrees to provide for replacement of specialized clothing or equipment which have become excessively worn or damaged (not caused by neglect), in accordance with department policy and procedure or upon the review and approval of a Lieutenant.

8. The City agrees to issue body armor, safety equipment, duty handgun and gun belt with appropriate cases, pouches and holsters to all employees in accordance with City specifications and Department Policy.

Article 6: Hours of Work

1. The daily work hours and weekly shift schedules of employees will be determined by the Police Chief and will comprise forty (40) hours within a seven (7) day work week. This will not be a guarantee of any minimum number of hours. The Police Chief will maintain the sole discretion to determine staffing levels and to adjust schedules as necessary to respond to the operational needs of the Department.

2. Duty hours of employees may consist of five eight (5/8) hour, four ten (4/10) hour shifts or other options greater than four ten (4/10) hour shifts per week. to equal 80 hours in a pay period. Should the Department discontinue 4/10's on an employee-wide basis, the Association and the affected employees will be given thirty (30) calendar days written notice prior to taking such action and after the Department has demonstrated to the Association a bona fide need to eliminate 4/10's on an employee-wide basis. New schedules may be mutually agreed upon by the Association and the City during the term of this MOU.

3. Employees identified as having a non-compensated lunch will have their lunch period scheduled within their shift.

4. The City will have the exclusive right to adjust an employee's work schedule to provide that the employee will not complete in excess of 40 hours worked as defined in Article 6: Hours of Work, Section 8 of this Memorandum of Understanding in the applicable seven (7) day work period, even if such adjustment results in the employee not working on a regularly scheduled shift.

5. During scheduled shift rotation there will be a minimum of fifteen (15) hours off between shifts (thirteen hours for employees working a 4/10 schedule). If this is not possible, the employee will receive overtime compensation at his/her regular rate of pay for each full hour worked within the described fifteen (15) hour period (thirteen hour period for employees working a 4/10 schedule).

6. **Canine Program:** Employees assigned as canine handlers will be authorized four (4) work hours each week to provide routine care and grooming of the canine at the employee's home, or other location as appropriate. Such authorization is not cumulative and unused time will not be carried over to a subsequent week. Depending on service level needs, the time may be assigned to be worked within or in addition to the normal work shift assignment. Employees will not record such hours at times when the canine is kenneled or the assigned employee is otherwise not directly providing the care for the canine. Employees assigned to this program wiki report use of these hours to the manager.

7. **Motorcycle Program:** Employees assigned to motorcycle enforcement will be authorized two (2) work hours each week to provide general maintenance and cleaning of the motorcycle at the employee's home, or other location as appropriate. Such authorization is not cumulative and unused time will not be carried over to a subsequent week. Depending on service level needs, the time may be assigned to be worked within or in addition to the normal work shift assignment. Employees will not record such hours

at times when the assigned employee is on vacation, sick, or other approved leave or otherwise not riding the motorcycle as a normal function of the employee's duties. Employees assigned to this program will report use of these hours to the manager.

8. Vacation, compensatory time and sick leave shall be considered as hours worked for the purposes of calculating weekly overtime. Personal leave, physical fitness leave, and union release time will not count as hours worked for the purpose of calculating weekly overtime.

9. **Change in Shift Assignment**

   a. The Police Chief has the discretion to make changes in shifts, days off or job assignments. These re-assignments will not be for arbitrary reasons.

   b. An employee must be notified of a change in normally scheduled shift forty eight (48) hours before the change is to take place, except in cases of emergency. If an employee is required to work non-scheduled hours without the above notice, the employee will be compensated two (2) hours at straight time, plus one and one-half (1.5) times the employees hourly rate for hours worked.

   c. When a Patrol Services Bureau shift assignment becomes available more than one hundred twenty (120) days prior to the scheduled shift change that one shift assignment may be filled based on seniority. If possible, at least seven (7) days notice of the vacancy shall be provided.

   d. The City recognizes the need to fill positions designated for Police Sergeants with employees in that rank. On occasion it may be necessary to temporarily cover a Police Sergeant position with a Working out Of Class (WOOC) officer; however, when full shift overtime coverage is needed preference will be given to the Sergeants when there is more than forty-eight (48) hours notice of the vacancy. The Association acknowledges the City's right to fill a Sergeant position on a temporary basis, and the City agrees in such situations to provide the Association notification and review every thirty (30) days.

10. **Shift preference** will be submitted on a calendar year basis unless otherwise agreed by the Association and the Police Chief.

    a. Prior to shift change the Department will post all positions and specialty assignments.

       All eligible employees will submit a preference list for shifts and days off by seniority for their assignments at shift change.

    b. Shift bid will be conducted by seniority. Prior to shift bid the City will articulate placement positions. Placements will not be for arbitrary reasons and will be articulated and discussed with the Association president (or designee) and the Police Chief (or designee) at least one month prior to the finalization of the schedule. The City agrees that new assignments will be posted no later than two months prior to the shift change.

11. Employees will be permitted to trade work days or substitute for one another where the

substitution is voluntarily undertaken and agreed to solely by the employees, and with prior approval of the appropriate Deputy Chief or designee. It will be the sole responsibility of the involved employees to ensure that attendance on the effected day is met. The ability to exchange work days or substitute for another is for the convenience of the employees and in no case will a substitution or the subsequent repayment of the work exchange be considered in the computation of overtime or for the purpose of achieving any premium pay under this contract. In all cases, the repayment of the substitution will be completed within twenty eight (28) days of the work exchange. See Article 4.5 (Holiday Benefits) referencing eligibility for payment of premium pay in the event of a shift trade.

Article 7: Overtime

1. Overtime will be worked and will be allowed if assigned by the Police Chief or his designee. Overtime will be calculated and paid at one and one-half (1.5) times the regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day work period.

    a. In lieu of overtime pay, employees may accrue compensatory time at the rate of time and one-half.

    b. In the event the State of Arizona or the United States imposes upon the City any additional form of leave, paid or unpaid for purposes of family or child assistance, such leave will not be considered as time worked for purposes of the regularly scheduled work week.

2. Seniority, as defined in this MOU, will generally be used as the primary factor in determining the assignment of overtime work.

    a. The Department will reserve the right to consider an employee's work history, skill level, specialization, availability, assigned equipment or tools, and the employee's safety record in the determination of the assignment of overtime.

    b. Employees eligible for voluntary overtime will have completed supervisory training.

    c. Operational overtime will be voluntary. However, the City reserves the right to assign overtime as needed to respond to exigent circumstances, when insufficient volunteers are available to ensure adequate staffing is maintained or to conduct mandatory training.

Article 8: Compensatory Time

It is the City's normal practice to pay overtime as monetary compensation on the pay date associated with the pay period in which the overtime is worked. If requested by the employee, the Police Chief or designee will grant accrual of compensatory time in lieu of direct pay for regular operational overtime worked and for overtime earned for court

appearances. Overtime for special events. emergencies, or for grant funded activities will be directly paid and will not be authorized as accrued compensatory time.

1. Compensatory time may be accrued up to a maximum of one hundred forty (140) hours. Any overtime hours in excess of one hundred forty (140) accumulated compensatory time hours will be paid as overtime. Employees may request payment of up to one hundred (100) hours of compensatory time at one time and during any pay period within the fiscal year. Total compensatory time payout will not exceed two hundred forty (240) hours per fiscal year.

2. Compensatory time off will be granted if the employee makes the request with sufficient time for the Department to make adjustments to the schedule. if adjustments are necessary to minimize the impact on Department operations.

    a. The Police Chief will maintain the sole discretion to determine staffing levels and to adjust schedules as necessary to respond to the operational needs of the Department.

    b. The use of compensatory time off will be authorized to the first employee making a request. In the event two or more employees request compensatory time off at the same time, seniority as defined in this MOU will prevail.

Article 9: Off-Duty Assignments

1. Off duty work is defined for the purpose of this article as work that is law enforcement related, and where the employer is other than the City. All employees will report all off duty hours worked to the Department within one week of the first day they report back to their regular duty.

2. Employees will be allowed to work no more than a total of thirty (30) hours of additional time beyond their normal work schedule. This time will be determined by the employee and will include voluntary department overtime, extra duty and off duty. This time will not include any involuntary time in which an employee is required to work.

3. The Department will maintain a seniority list for all employees willing to perform off-duty assignments. Off-duty assignments for any law enforcement-related job opportunities made available through the Department designated off-duty work coordinator will be distributed by seniority. Seniority does not apply to off-duty work coordinated or arranged directly by an outside vendor/contractor which is defined as any company whose primary source of income is to provide security and traffic control.

4. Opportunities for off duty work, coordinated through the Department, will be offered to Sergeants only after the Officer Off-Duty Assignment list has been exhausted or if the off duty assignment requires four or more officers.

5. Employees desiring to work off-duty assignments will advise the Department at shift change of their interest to do so per current Department Policy. After an initial sign up period of two (2) weeks, new names will be added to the bottom of the list in order of signing up, without regard to seniority.

6. When available, the Department will offer off-duty work opportunities only to employees on the list in order of their appearance on the list. Offers of off-duty work will be made in

sequential order through the list, with new opportunities being offered first to the employee following the one who accepted the last offer. When the list is exhausted, offers will return to the top of the list. The intention of this paragraph is to equalize opportunities for off-duty work among all employees on the list.

7. Prior to being placed on the off-duty assignment list, an employee must have completed the sergeant training program.

8. Under this section, hours worked shall not include vacation, compensatory time. sick leave, personnel leave, holiday, physical fitness leave and union release time.

Article 10: Leave

1. **Vacation Leave**

a. All full-time employees, with the exception of laterally hired employees, will begin accruing vacation with the first day of each "Year of Employment" listed below so that, by the end of each year the employee would have earned the number of hours listed in the "Hours Accrued per Year" column.

Years of Employment	Hours Accrued Per Year
0-2.99	100 Hours (10 Days)
3-4.99	110 Hours (11 Days)
5-9.99	130 Hours (13 Days)
10-14.99	150 Hours (15 Days)
15-18.99	170 Hours (15 Days)
19+	200 Hours (20 Days)

b. Employees will be allowed to accrue vacation leave up to three hundred forty (340) hours annually. All vacation time which would normally accrue after having attained this amount will be forfeited.

c. Following completion of 5 years of full time or regular part time service with the City, employees may request payment for vacation hours in excess of 120 hours. A maximum of 40 hours will be paid in any fiscal year. Requests for payment shall not reduce the balance of hours below 120 hours. Requested payments will be made in June and December based on balances at the end of May and November.

d. When an employee is temporarily recalled to duty while on an authorized vacation out of the city and out of Maricopa County by order of the Police Chief or his designee, he/she will be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.

e. Laterally hired employees, who are fully qualified, will be hired in with an accrual rate that is commensurate with the years of creditable service they bring with them, not to exceed that which is equal to the beginning of the 10th year. For the purposes of this section "fully qualified" is defined as any officer who has a current AZPOST certification or who is eligible to take, and who passes, the AZPOST certification waiver, thereby having no need to attend the police

academy before being assigned as a City of Peoria Sergeant. For the purposes of this article, "years of creditable service" is defined as years of full-time service as a peace officer and includes "years of creditable service" at the City of Peoria.

f. Effective July 1, 2013 all existing COPPS members will have their vacation leave accrual rate adjusted to the appropriate rate commensurate the “years of creditable service". The accrual rates will not be adjusted retroactively.

2. **Sick Leave**

a. A full-time employee will be entitled to paid sick leave. Employees will accrue sick leave at the rate of eight (8) hours each complete calendar month of work.

b. Employees will accrue unused sick leave from previous years to a total of one thousand one hundred fifty two (1,152) hours. Any accrual above one thousand one hundred fifty two (1,152) hours at the end of April will be paid at fifty percent (50%) during the month of May, into a 457 plan until the contribution limit is reached and then will be paid in cash.

c. In lieu of sick leave donations for sergeants experiencing a serious health condition which involves incapacity or treatment in connection with such inpatient or outpatient care, the city agrees to provide short term disability insurance according to the City short term disability insurance policy.

d. In the event of an employee's death while employed by the City, one hundred percent (100%) of the employee's accumulated sick leave will be paid to his/her designated beneficiary.

3. **Personal Leave**

Employees will receive two (2) days of personal leave for each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. When used, this personal leave will be deducted in quarter-hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday; twenty (20) hours per year for employees assigned to work ten (10) hour shifts and a total of sixteen (16) hours per year for employees assigned to work eight (8) hour shifts.

Beginning in July 2017, and solely for the term of this current contract, July 2017 to June 2021, employees will receive one (1) additional day of personal leave for each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. When used, this personal leave will be deducted in quarter hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday; ten (10) hours per year for employees assigned to work ten (10) hour shifts and eight (8) hours per year for employees assigned to work eight (8) hour shifts.

4. **Industrial Leave**

a. Industrial leave is defined as leave necessitated by an injury or condition sustained through employment with the City. one which requires leave for treatment and/or recuperation as determined by a licensed physician.

b. Industrial leave is not accrued, but is available through the State Industrial Commission in conjunction with State law and City policy.

c. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged the employee.

d. When the check from State Compensation is received, the employee will endorse the check back to the City.

e. While on industrial leave, the employee will remain in full pay status accumulating all benefits due him/her.

5. **Bereavement Leave**

a. Full-time and regular part-time employees will be entitled to bereavement leave in following manner:

i. Three (3) days for in-state services
ii. Five (5) days for out-of-state services

b. Calculation of bereavement leave shall be based on the number of hours in the employee's regularly scheduled workday.

c. Bereavement leave shall be allowed in the case of death of a relative. There shall be no accrual of bereavement leave and any unused amount shall automatically be forfeit when the employee returns to work.

d. Relative shall mean any individual related to an employee by blood or marriage within the third degree, including step relationships. Relative shall also mean any individual named in an affidavit of domestic relationship filed with the Human Resources Department by an employee or any minor for whom the employee serves as a guardian or conservator.

i. 1st degree Relative: spouse or domestic partner, mother, father. daughter, son, full sister, full brother
ii. 2nd degree Relative: grandmother, grandfather, granddaughter, grandson, aunt, uncle, niece, nephew, half sister, half brother
iii. 3rd degree Relative: great grandmother, great grandfather, great granddaughter, great grandson, great aunt/uncle, first cousin, grandniece/nephew

e. For the purposes of the Bereavement Leave Article, the definition of relative is established through marriage or by affidavit of domestic relationship and shall terminate upon death, divorce or termination of the marriage and/or the domestic partner affidavit filed with the Human Resources Department.

f. Employees are limited to 80 hours of Bereavement Leave in any calendar year. Exceptions to the 80 hour limit may be approved by the Department Director and the Human Resources Director.

6. **Leave without Pay**

a. Leave of absence without pay may be granted to an employee, upon thirty (30) days written request for a period not to exceed sixty (60) calendar days, by the Chief and City Manager. Upon expiration of leave of absence without pay, the employee will return to work in the position held at the time that leave was granted. Failure, without good cause of the employee on leave, to report promptly when leave has expired will be considered as a resignation.

b. While an employee is absent leave accruals will be stopped when on leave without pay for thirty (30) consecutive days.

Article 11: Health and Dental Insurance

1. The City will continue to offer health insurance under City approved plan(s) for employees and their qualified dependents.

2. The City will continue to offer a City approved dental plan for employees and their qualified dependents.

3. The City will provide a designated medical and dental employee only premium paid at one hundred (100%) percent.

4. The City agrees to pay a percentage of the cost for dependent health and dental premiums as established annually by City Council or their designee.

5. The City agrees to involve a COPPS designee to participate in the Healthcare Task Force.

Article 12: Life Insurance and Death Benefit

1. The City will provide life and dismemberment insurance in the amount of two times the employee's annual salary rounded up to the nearest thousand.

2. In the event that a Sergeant is killed in the line of duty, or dies from injuries sustained in the line of duty, the City will pay or reimburse up to fifteen thousand dollars ($15,000) toward funeral related expenses to the designated agent or service provider.

3. ARS 38-1103 provides a death benefit should a Sergeant be killed in the line of duty or dies from injuries sustained in the line of duty. In the event ASRS 38-1103 is repealed. this provision would be implemented:

a. In the event a Sergeant is killed in the line of duty, or dies from injuries sustained in the line of duty, the City shall maintain/offer health insurance for the surviving spouse and eligible dependents for a period of time not to exceed five (5) years from the date of the employee's death. The surviving spouse and/or eligible dependents are responsible for paying the employee's premium for the selected plan in accordance with the City's established cost share formula. Should the surviving spouse remarry, the new spouse would not be eligible for coverage.

Article 13: Limited Duty Assignments

1. The City may provide limited duty assignments for employees who are unable to perform their normal duty assignments due to temporary injuries, physical or mental, that have occurred on or off-duty.

2. This limited duty assignment will not exceed a period of sixty (60) days, unless to do so would be in the best interests of the City. Any extension of the sixty (60) days will be with the recommendation of the Police Chief and will apply only to off-duty injuries.

3. With regard to on-duty injuries, the employee will be left on limited duty status until released by a physician certifying the employee is tit for full duty or until such time that the employee or the City seeks retirement under the medical clause.

Article 14: Callbacks/Callouts/On Call Pay and Court Appearances

1. **Callbacks/Callouts/On Call**

a. When an employee is called to come into work prior to their regularly scheduled starting time, and that employee continues to work into their regular shift, they will be paid at the rate of time and a half (1.5) of hours worked up to the start of their regular shift. If the employee is called in to work at any other time they will be guaranteed a minimum of two (2) hours pay at the overtime rate. Callout hours referred to in this section are paid at time and a half (1.5) regardless to how many hours are worked during the work week.

b. An employee called back because of his/her own negligence, whether in the proper care and use of City equipment or for his/her failure to complete official reports prior to securing for the day, will be paid for such callback at a rate of one and one half (1.5) times the officer's hourly rate of pay. However, the officer will not be eligible for the two (2) hour minimum pursuant to this section.

c. **On-Call Pay**: Employees who are required to be available for emergency call back as designated by the Chief or designee at times that the employee is not otherwise on duty will be compensated for each on-call hour at two dollars ($2.00) per hour.

2. **Court Appearances (General)**

a. When an employee is on Court duty outside their regularly scheduled shift, he/she will receive court duty compensation at the appropriate overtime rate and will be guaranteed a minimum of two (2) hours overtime pay for in-city court time and three (3) hours overtime pay for out-of-city court time. Should an employee have overlapping timeframes for court appearances, whether in-city or out-of-city, the

employee will not be paid twice for the same timeframe. This will apply to all subpoenaed court appearances and hearings (i.e.: MVD, deposition). When recalled from leave, the employee will have the leaves hours restored that are lost due to said appearance.

b. Any court time within two (2) hours of an employee's duty start time, or immediately following the duty end time, will be paid at the appropriate overtime rate for the actual time worked. Periods of more than two (2) hours prior to their start time. or those that do not immediately follow their end time, will be paid in accordance with Section1I above.

c. Any court time which falls within regularly scheduled work time will not be compensated as premium pay, illustrated above.

d. For the purpose of calculating total work hours, only the time actually worked wiII be used.

3. **Off-Duty Arrests:** Any employee who makes an off-duty arrest or takes official police action requiring investigation will receive a minimum of two (2) hours pay at the overtime rate, or the actual amount of hours required, whichever is the greater. The term "off-duty arrest" will not include an arrest made while privately employed in a law enforcement capacity.

4. **On-Call Court Time:** On-call court time will not be stand-by time, and the City agrees to guarantee a minimum payment, at straight time rate. for the equivalent of two (2) hours for each court session of on-call court time. Should an employee have overlapping timeframes for court stand-by. whether in-city or out-of-city. the employee will not be paid twice for the same time-frame. This will apply to all subpoenaed court appearances and hearings (i.e.: MVD. deposition). Employees will not be required to remain at home. but will leave word as to where they may be reached. If actually called to court, the employee will be entitled to the two (2) hour minimum at the overtime rate for court appearances in addition to the on-call court time payment if the on-call time exceeds two (2) hours. For the purpose of calculating total work hours, only the time actually worked will be used.

5. **Advance Notice of Court Appearance:** An officer who is required to make court-related overtime appearances on his off-duty time without forty-eight (48) hours of advance notice will be compensated at the overtime rate for a minimum of two (2) hours.

Article 15: Retirement Benefits

1. Employees who retire (defined as an employee who retires and is eligible to receive PSPRS retirement benefits, including disability retirement) will be eligible to convert all accumulated sick leave to regular, straight-time pay on the following schedule:
Such payment will be made to the Sergeant's 457 or 401a Plan as provided under the provisions of the agreement and City regulations provided under Article 3.7.

Accrued sick time at the time of full City of Peoria retirement through PSPRS will be disbursed as follows:

1 to 499 all accrued hours paid at 25%

500 to 899 all accrued hours paid at 50%

900 hours and above all accrued hours paid at 75%

2. **DROP Program -** This program is open to those employees who qualify for the Public Safety Personnel Retirement System's Deferred Retirement Option Plan (DROP) as defined under Arizona Revised Statutes Title 38, Chapter 5, Article 4.

i. A city deferred retirement option plan is established for those employees who become members of the system before January 1, 2012. The purpose of the city's deferred retirement option plan is to provide members access to an enhanced retirement benefit in addition to their normal retirement benefit on actual retirement.

ii. The city shall offer the PSPRS Deferred Retirement Option Plan (DROP) to eligible members on a voluntary and irrevocable basis at time of election and acceptance by the local retirement board into the Public Safety Retirement's deferred option plan.

iii. Eligibility and Participation:

Members who elect to participate in the city's deferred retirement option plan (DROP) are eligible to participate in the 457 deferred compensation incentive program as established by the city. Upon entry into DROP, the decision to enroll or waive in the incentive program is voluntary and irrevocable during the DROP period and must be made at time of entering into DROP.

a. **DROP I:** The City will discontinue the employee and employer's contributions into the PSPRS as defined by the rules of the DROP program.

If the employee elects to participate in the 457 incentive program by putting in at least 7.65%, the City will also contribute 7.65% into the employee's 457 account.

b. **DROP 2:** The employee must continue to contribute to PSPRS; however the City will cease employer contributions to PSPRS as defined by the rules of the DROP program.

If the employee elects to participate in the 457 incentive program by putting in at least 7.65%, the City will also contribute 7.65% into the employee's 457 account.

c. The combined employee and employer contributions to the city's 457 deferred compensation incentive program may not exceed the statutory limits of the plan set forth each year by the IRS.

d. Contributions made to the city's 457 deferred compensation incentive program as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until

distribution of the funds occurs. Upon distribution the funds become taxable to the employee.

e. Contributions to the city's 457 deferred compensation accounts will cease once an employee retires from the city and/or reaches the maximum duration of participation in the Public Safety Retirement's deferred retirement option plan.

f.

3. The City will provide a "'Retired Police Commission Card" and a "'Retired Police Sergeant"badge to each officer who retires, honorably and in good standing, as defined in 1 above. Any employee who is facing any allegation(s) of felony criminal misconduct or domestic violence at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony or domestic violence conviction, the employee will not be entitled to this benefit.

4. Upon request, the City will provide the last sworn breast badge to the retiring employee in a reasonable display, such as a shadow box or plaque. The retiree must have retired honorably and in good standing. Any employee who is facing any allegation(s} of felony criminal misconduct or domestic violence at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony or domestic violence conviction, the employee will not be entitled to this benefit.

5. Upon retirement honorably and in good standing, (as defined in 1. above) employees may elect to retain their duty weapon and one (1) magazine: Any sworn employee who is facing any allegation(s) of felony criminal misconduct or domestic violence at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony or domestic violence conviction, the employee will not be entitled to this benefit. Upon approval to retain the weapon, the employee may purchase it according to the following cost schedule:

   Years of Service

With the City of Peoria	Cost to Employee
20 or more years	$1.00
15-20 years	25% of Fair Market Value of the Weapon
10-15 years	50% of Fair Market Value of the Weapon
Less than 10 years	at the discretion of the Chief; if approved. 100% of Fair Market Value of the Weapon

Fair Market Value will be determined by the City at the time of the employee's retirement.

Article 16: Administrative Investigation/Disciplinary Policy

1. Information used as the basis for formal disciplinary action (letter of reprimand, demotion, Suspension, or termination) shall be based upon the facts and circumstances of the current Investigation, the Employees Human Resources Personnel File and the Department's Employee Performance Tracking System. All information considered must be made available to that employee upon request within a reasonable time period. Information not documented in the investigative file or the employee's personnel files

shall not be used as the basis of the disciplinary action. Documented information that exceeds the timelines outlined in this article shall not be used.

2. Informal corrective action shall include verbal counseling/coaching and written/documented counseling and can be administered by any member of the employee chain of command.

    a. Documented counseling (i.e. maintained within the Department's Performance Tracking System) can be used in lieu of formal discipline for minor infractions of policy and shall not be considered discipline.

    b. Documented counseling may be considered an aggravating factor for future disciplinary actions for one year from the date the counseling was imposed and shall be purged from the Employees Human Resources Personnel File and the Department's Employee Performance Tracking System.

3. Formal disciplinary actions shall include letter of reprimand, suspension, demotion and/or termination and can be administered by a member of the chain of command at the rank of commander or above.

4. Discipline which has resulted in a written reprimand may be considered an· "aggravating factor' for future discipline for up to three years from the effective date of the discipline. Suspensions may be considered an "aggravating factor" for future discipline for five years, and demotions from a previous rank for seven years.

5. At the conclusion of the timelines, the employee may request HRD, through the Chief of Police, to remove the "Letter of Reprimand" and/or "Final Notice of Discipline" from the employees HRD personnel file. The employee may request HRD, through the Chief of Police, to reduce these timelines by up to one year.

6. All formal disciplinary actions shall be annotated in the employee's annual performance appraisal which shall be maintained in the Human Resources Department (HRD) personnel files pursuant to HRD policy, City of Peoria Administrative regulations and the laws of the State of Arizona. Information regarding any sustained investigation that results in formal discipline shall contain only the policy and/or PAR violation, findings and the imposed discipline.

7. Formal discipline and informal corrective action shall not be arbitrary or capricious and shall be based on "just cause" as defined in this article.

8. The Department definition of "just cause" as defined in this Agreement applies to Administrative Investigations: (from current Article 16)

    a. Clear, understandable rules communicated to employees.

    b. Conduct thorough, objective investigation and render a decision based on the facts.

    c. Decision makers consider mitigating and aggravating circumstances.

    d. The discipline/corrective action is appropriate to the circumstances.

9. An employee who is required to prepare a memo in an administrative investigation may use a reasonable amount of duty time to prepare a written response to the Notice of Investigation and/or the allegations charged. This policy will not apply to investigations into criminal activity or charges.

Article 17: Polygraph Examination Policy

1. The Association and the City both recognize the need for Police Employees to maintain a higher on-duty and off-duty standard of performance and conduct to assure a continued and uninterrupted preservation of peace, well being and safety of the citizens and employees of the City and to maintain public confidence in the integrity of its law enforcement personnel. The Association and City agree that the use of polygraph examinations in the administrative investigative process of investigating alleged misconduct may be a legitimate investigative tool.

2. The Police Chief may request a polygraph of an Employee if a serious allegation is made against the Employee. The Employee may decline. Declining the polygraph may not be used as indication of guilt.

3. The Association and the City agree that the result of a polygraph examination will not stand as the sole and only evidence against, or for, an Employee in a disciplinary proceeding involving the dismissal, demotion, or suspension of an Employee, but will be used as a tool to supplement all other evidence and information obtained during the course of an Administrative Investigation into the Employee's conduct. The polygraph questions will be narrowly focused on the issue(s) under investigation. The Employee and his representative. or attorney, may review the questions prior to administration of the polygraph. Employees may submit to a second polygraph examination from a polygraph examiner within seven (7) days at no expense to the Employee if the initial results are inconclusive. The Employee has the option of obtaining the second polygraph examination from a licensed private sector polygraph examiner at his own expense from a list approved by the Association and the City. In the event that the City introduces evidence of the results of a polygraph examination of an Employee into a disciplinary proceeding. the Employee will be entitled to introduce the results of the second polygraph examination obtained under this Article.

4. Nothing contained in this agreement will be construed as creating any privilege or prohibition against the admissibility of initial and second polygraph results in administrative proceedings reviewing the dismissal, demotion, or suspension of an Employee. Should an Administrative Investigation be concluded with a recommended finding of “Not Sustained," an Employee under Administrative Investigation for a serious allegation as defined in this Article will have the right to request, and have, a polygraph examination administered at the expense of the City.

Article 18: Probationary Period

The City and the Association have an interest in the success of all newly promoted employees as a result:

1. All newly promoted employees shall serve a probationary period of one year from date of

promotion. Probationary time shall include all paid time status (except for sick time or unpaid leave time in excess of forty (40) hours).

2. A promoted employee whose performance is unsatisfactory during the probationary period shall be returned to a position in the employee's former classification. The demotion of a probationary employee shall not be arbitrary or capricious nor shall it be subject to the grievance process.
3. Prior to promotion, the City agrees to provide an orientation which will include one (1) hour for the Association to meet the new employee, review the MOU and provide other information about the role and responsibility of the Association.

4. The City agrees that it will provide a formal training program for a newly promoted employee, which must be satisfactorily completed within the first six (6) months after promotion. If circumstances arise which are beyond the control of the City or the employee, the training time may be extended to allow for completion.

5. Off duty work and special assignments are authorized after successful completion of the Police Training Officer (PTO) Program.

6. Probationary employees will not be eligible for designation as a representative.

Article 19: Random Drug Screen

The Peoria Police Department and the Association agree that Article 19 Random Drug Screening is added to this Memorandum of Understanding as Attachment "'A'"

Article 20: Grievance Procedure

1. The City and Association agree to use one grievance procedure for all issues contained in this MOU.

2. **Informal Resolution**

It is the responsibility of employees who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their immediate supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the lowest level possible. Employees are required to pursue the informal resolution process within 14 calendar days of the event giving rise to the employee's complaint. The employee's immediate supervisor is responsible for assuring others higher up the supervisory chain to the Director/Chief level have an opponunity to resolve the grievance before it moves forward. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure. Employees may use not more than two (2) hours of duty time to prepare the formal grievance. Failure to complete the informal resolution process and file a grievance within the specified time frames will automatically terminate the complaint.

3. **Definition of Grievance**

a. A "grievance" is a written allegation by an employee, submitted on the approved grievance form, in a timely manner in accordance with this provision, alleging specific violations of the terms of this Memorandum which are alleged to be violated and the specific remedy requested. Failure to identify the specific provisions of the Memorandum and the specific remedy will automatically terminate the grievance.

b. A "Unit" grievance is a written allegation by the Association, submitted as herein specified, charging violation(s) of the specific express terms of the Memorandum that involve the entire unit and not merely the complaints of one or more employees and not of a operational nature and not merely a specific application of this Memorandum to one or more employees.

4. **Procedure**

In processing a formal grievance, the following procedure will apply:

Step 1

The employee will reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the City and submits it to the department director/chief within fourteen (14) calendar days of the informal resolution meeting. The director/chief will confer with HR to determine if the matter expressed in the written grievance is grievable. If the matter is grievable, either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. If the matter is not grievable, or the director/chief has gather sufficient data to respond to the grievant, the director/chief will within fourteen (14) calendar days of having received the written grievance submit his/her written response. If the matter is non-grievable, the department director/chief will include the basis for that determination in the written response. The grievant may appeal a determination that the grievance is nongrievable by following the Determination of Grievability Appeal Process.

Step 2

If the first level of review does not result in resolution of the grievance. the grievant or his representative may submit the grievance to a Labor/Management Resolution group for review and recommendation within fourteen (14) calendar days of the receipt of the step 1 response. The Labor/Management Resolution group will consist of five (5) members. The Association will select two (2) employees from within the City. The employees selected by the Association cannot be members of the Peoria Police Department or members of the Association. The City will select two (2) employees from within the City. The employees selected by management cannot be members of the Peoria Police Department or members of the Association. The fifth member will be agreed upon by the four (4) members selected by the Association and the City and within fourteen (14) calendar days of having received the appeal. If the four (4) members cannot agree on a fifth member, the Labor/Management Resolution Group will continue with the proscribed timeliness with only four (4) members. The Labor/Management Resolution Group will meet to review the grievance, unless the date is mutually extended within fourteen (14) calendar days of the date of the group meeting. The Labor/Management Resolution Group will submit a recommendation disposition of the matter in writing to the City Manager.

Step 3

If the response of Step 1or Step 2 of the process does not result in resolution of the grievance, the grievant and the Association may jointly invoke the Step 3 to request arbitration, by filing an appeal within fourteen (14) calendar days of receipt of the response. Nothing precludes the City and the Association from mutually agreeing to combine more than one grievance into the same arbitration if they determine that multiple requests for arbitration are regarding related issues.

Department management and the grievant, or their designated representative, wiII agree on an arbitrator. If they are unable to agree on an arbitrator within ten (10) calendar days, either party may request the Federal Mediation and Conciliation Service or other entity providing similar services to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties will, within ten (10) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person will then become the arbitrator. The arbitrator so selected will hold a hearing as expeditiously as possible at a time and place convenient to the parties, and will be bound by the following:

a. The arbitrator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them.
b. The arbitrator will expressly confine themselves to the precise issues submitted to them and will have no authority to consider any other issue not so submitted to them.

c. The arbitrator will be bound by applicable State and City law.

d. The arbitrator will, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.

e. The costs of the arbitrator and any other mutually incurred costs will be borne equally by the parties.

Step 4

The arbitrator's recommendation will be submitted to the City Manager or designee within fourteen (14) calendar days of receipt. The City Manager or designee may accept, modify, or reject the arbitrator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within fourteen (14) calendar days of receipt of the appeal.

The City Manager's or designee's decision is the final step in the grievance process.

Grievance Process Deadlines

Failure of departmental representatives to comply with time limits specified in Step 1 and Step 2 will entitle the grievant to appeal to the next level of review, and failure of the grievant to comply with said time limits in this procedure will constitute abandonment of the grievance. The parties may extend time limits by mutual written agreement in advance.

When a submission deadline date falls on a weekend or holiday, the deadline is automatically extended to the next official city business day. The City’s official business schedule is Monday-Thursday.

Determination of Grievability Appeal Process

The issue of grievability may occur at any step of the procedure, but once raised the issue must be resolved before further processing of the grievance

If the City determines the matter to be non-grievable, the grievant can submit a written appeal to the Human Resources Director. The written appeal should include an explanation of why the matter should be considered grievable. The Human Resources Director or designee must respond with a written ruling on the appeal within seven (7) calendar days. If a grievance previously deemed non-grievable is overturned, the grievance will continue at the current step in the process and the deadline for that step will be reset and commence upon notification of appeal results.

Article 21: Labor/Management Committee

1. The Association and the City recognize the value and mutual benefit of maintaining an open and positive relationship and to provide for an orderly and positive means of resolving misunderstandings or differences which may arise. The parties further recognize the value of working cooperatively and in partnership to improve communication; to identify problems; to respond to rumors; to develop and recommend solutions to problems; and to jointly resolve matters of mutual concern.

2. The parties agree to participate in labor-management committees designed to facilitate improved relations by providing a forum for the free and open discussion of ideas and concerns and to attempt to resolve problems brought forward by either party.

    a. Representatives serving on the committees will not lose pay or benefit for attending the meeting during their duty time.

    b. The parties agree that subjects and issues submitted to and accepted for review by the committees, will not substitute for the resolution of disputes or issues under established grievance procedures or administrative investigations nor will be committees make decisions on matters that require changes to the existing Agreement.

3. The Labor-Management Executive Committee will consist of five (5) representatives selected by the COPPS and five (5) representatives selected by the Police Chief.

    a. The purpose of this committee is to act as the coordinator for Department labor-management efforts. The Committee will review and make decisions on recommendations and unresolved matters brought forward from the Department's Labor-Management Operations and Communications Committee.

    b. The Police Chief and the COPPS President will serve as Co-Chairs.

    c. The Committee Co-Chairs will jointly develop an agenda, which will be provided to all Committee members in advance of the meeting.

    d. The Committee will meet quarterly or at other mutually scheduled times.

4. The President of the Association will designate three (3) members to participate in the Operations and Communications Committee as established by the City.

Article 22: Prohibition of Strikes and Lockouts

1. The Association and the employees covered by this Memorandum recognize and agree that rendering of Police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety, and welfare of the citizens of the City.

2. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association. nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents will for any reason authorize, institute, aid, or promote any lockout of employees covered by this Memorandum.

3. Should any employee during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of this Article, the City Manager or his designee will immediately notify the Association that a prohibited action is in progress.
4. The Association will forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and will notify in writing all Association members and representatives of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification will be delivered to the office of the City Manager. In addition, the Association will order all employees violating this Article to immediately return to work and cease the strike or prohibited activity. Such order will be delivered both orally and in writing to all employees violating this Article with copies of the written order to be delivered to the office of the City Manager.

5. Penalties or sanctions the City may assess against employees who violate this Article will Include, but not be limited to:

    a. Discipline up to and including discharge.

    b. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.

6. Should the Association during the terms of this Memorandum and until such time that it is expressly and legally rescinded, breach its own obligations under this Article, it is agreed that all penalties set forth in Ordinance #2010-05, will be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.

7. Nothing contained herein will preclude the City or the Association from obtaining judicial restraint or from seeking damage from each other in the event of a violation of this Article.

8. There will be no lockout by the City unless required to protect and preserve the public peace, health, or safety of the City and its residents or required by the City to enforce

any violation of this Ordinance, or Memorandum of Understanding, or any applicable laws.

Article 23: Fiscal Crisis

1. The parties to this MOU acknowledge that in the event of a fiscal crisis the City may request the employee organization to modify this MOU for the purpose of including alternatives to temporary reductions in force or the permanent elimination of positions in City employment.

2. The term "fiscal crisis" will mean an event followed by a declaration of emergency by the City and may include loss of state revenues, reduction in City sales tax revenues or an emergency increase in expenditures not included in the regular City budget.

3. The City will provide the Association with a request to reopen the MOU specifying the specific actions requested. The Association will have ten (10) days to accept or reject the request. If the employee organization accepts and request, the process will be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions legally permitted under state law, the City charter, code, and/or ordinances.

Article 24: Demotion/Recall

1. During times of severe fiscal crisis, it may be necessary for the City to eliminate programs and positions, layoff employees, and/or demote Sergeants. In these instances. Sergeants will be selected for demotion/layoff based on reverse seniority.

2. Sergeants identified for layoff will be offered the opportunity to bump subordinate ranking officers and accept a temporary demotion, at the top officer base wage, in lieu of separation (layoff).

3. Employees electing to exercise this right will have the responsibility to inform Human Resources of the election to bump and document the right to bump within 5 days of receiving notice of intent to layoff.

4. An employee who has been laid off or was demoted due to these circumstances will be reinstated to their previous rank, pay, and seniority before the City may test for vacant Sergeant positions.

5. Employees will be recalled back to Sergeant positions according to their previous Sergeant seniority order.

Article 25: Saving Clause

1. If any article or section of this MOU should be held invalid by operation of laws or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the MOU will not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them will meet and confer to endeavor to agree on a substitute provision, or that such a substitute provision is not indicated.

2. It is recognized by the parties that the provisions of the Fair Labor Standards Act (FLSA) are currently applicable to certain of the wage and premium pay provisions of this MOU and this MOU will be administered in compliance with the FLSA for so long as the Act is applicable.

3. It is understood by the parties that the benefits provided by this MOU in Articles pertaining to Association Rights, Grievance Procedure and activities constituting Labor-Management joint endeavors, conducted under this MOU will not be interpreted as requiring the employer to count as hours worked, and any hours or fractions thereof spent outside the employee's work shift in pursuit of such benefits. The employer will count as hours worked time spent within the employee's regular work shift in pursuit of such benefits

Article 26: Term and Effect

1. This MOU will remain in full force and effect commencing July 1, 2017 and terminating on June 30, 2021.

2. The City will not be required to meet and confer concerning matters, covered or not covered herein, during the terms of this MOU.

3. The City or Association has the right to go to the City Council to request an extension of the MOU if negotiations are not completed by June 30, 2021.

4. This MOU constitutes the total and entire agreements between the parties and no verbal statement will supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hand this 22nd day of November, 2016.

CITY OF PEORIA
By:

Carl Swenson, City Manager

Steve Burg, Acting City Attorney

Dede Balcom Gaetz
Lead Negotiator, City of Peoria

Geena Valenzuela
Negotiation Team Member

CITY OF PEORIA POLICE SUPERVISORS
By:

Jon Meck, Sergeant
President, COPPS

Edward Bakke, Sergeant
Lead Negotiator, COPPS

Luis Aponte, Sergeant
Representative, COPPS

Jason Raith, Sergeant
Representative, COPPS

ATTEST:

Rhonda Geriminsky, City Clerk

ATTACHMENT "A"

Drug Screening Process

Purpose

The Peoria Police Department recognizes that in order to meet the high standards of performance, professionalism, and personal conduct required of those involved in the police profession, its employees must be free from the debilitating effects of illegal drugs. The improper or illegal use of any controlled substance harms the integrity of and undermines the public's confidence in the Department, and cannot be tolerated. This order establishes the procedures for testing employees of and applicants to the Department to discourage the illegal use of controlled substances, and ultimately to maintain the integrity of the Department.

Selection Process

1. The Police Chief or designee will administer the selection procedure, and the Professional Standards Unit authorized vendor will monitor the selection process to ensure its integrity.

2. Individuals who are subject to drug screening will have their name and serial number placed on a list. The selection will be made through the use of a computerized random system.

3. The screening will be for the drugs or classes of drugs listed in this attachment and Attachment B.

4. After employees submit to screening, they will be returned to the random pool and will again be subject to controlled substance screening.

Procedures

1. Screening

Upon selection of an employee to be screened for controlled substances, the Professional Standards Unit will contact the employee's supervisor. The supervisor will be responsible for notifying the employee during the employee's next scheduled shift. If notification cannot be accomplished within four (4) calendar days, the employee's supervisor will notify the Professional Standards Unit by returning the directive with a reason for the lack of notification. Upon or after notification, the employee will be required to report immediately to the nearest open authorized vendor for screening.

a. Employees who are unable to report immediately for screening after having been notified, due to court, work requirements, etc. will notify their immediate supervisor and report as soon as possible after completion of the conflicting task.

b. Time will not be allotted for the employee to confer with an Association representative or attorney prior to testing.

c. Employees will present the Directive to Appear for Controlled Substance Screening Form, received from the supervisor, to authorized vendor personnel for documentation of appearance. Employees will then return the original form to their immediate supervisor for forwarding to the Professional Standards Unit.
d. Failure to report immediately for screening will subject the employee to disciplinary action.

2. The attendant at the authorized vendor will provide employees with a Chain of Custody Document/Request Form. Employees will complete this form, following all the instructions on the form to ensure the security of the specimen. The employee may disclose, by writing on the front of the form, any medications which they have ingested within the last seventy-two (72) hours prior to the controlled substance screening. The information will include the name of the prescribing physician. Employees will be required to present picture identification to the authorized vendor attendant. In addition, and if requested, employees will provide the right index fingerprint on the Chain of Custody Document/Request Form.

a. The employee is not required to provide their home address, home telephone number, date of birth or social security number on any forms at the authorized vendor related to the controlled substance screening process.

b. The employee will provide their City employee number for tracking purposes.

c. The authorized vendor attendant will ask employees to remove any unnecessary garments such as a coat, jacket, or protective vest that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. The authorized vendor attendant will ensure that all personal belongings, such as a purse or briefcase, remain with the
outer garments. Employees may retain their wallet.

d. Employees will be instructed to wash and dry their hands prior to urination.

e. Whenever there is reason to believe that an employee altered or substituted the specimen to be provided, the authorized vendor attendant will call the on-duty supervisor and he/she wiII respond to authorized vendor. The supervisor may order the employee to provide an observed specimen. When an observed specimen is ordered, the person observing the collection will note the observation on and sign the Directive to Appear for Controlled Substance Screening Form.

f. The employee will be given a collection bottle and directed to a private bathroom or collection area where the employee will be allowed as much time as necessary to provide a specimen consisting of at least 50 cc's of urine. The employee will be allowed to consume sufficient quantities of water as necessary to facilitate this process.

g. Under normal circumstances, the actual collection of the specimen will not be observed; however, precautions will be taken to prevent contamination of the specimen.

i. A bluing agent or dye will be added to the water of the toilet to prevent contamination of the specimen.

ii. The collection bottle will be checked by the authorized vendor attendant for volume, color, and appearance. The temperature strip located along the side of the bottle will ensure that the specimen temperature is within acceptable limits.

iii. If the temperature of a specimen is outside the range of 32.5 to 37.7 degrees Celsius/90.5 to 99.8 degrees Fahrenheit, which is a reason to believe that the individual may have altered or substituted the specimen, and another specimen will be collected under direct observation of a person of the same gender as directed by a sworn supervisor.

iv. Both specimens will be forwarded to the laboratory for testing. Individuals may have their oral temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside of the prescribed range.

h. Both the individual being tested and the authorized vendor attendant will keep the specimen in view at all times before it is sealed and labeled. When the specimen is transferred to a second bottle, the authorized vendor attendant will request. that the individual observe the transfer of the specimen and the placement of the tamper-proof seal over the bottle cap and down the sides of the bottle.

i. Once a sample is provided, the authorized vendor attendant will place a tamper-proof seal on the container which contains the date and the individual's specimen number.

j. Employees will initial the identification label that will be placed on the specimen bottle to certify that it is their specimen.

Handling and Transport

1. The sealed specimen will be retained in a locked refrigeration unit at the authorized vendor until it is transferred to the courier who will deliver it to the laboratory for analysis.

a. The courier will sign and date the Chain of Custody Form to be shipped with the specimen.

b. The courier will verify that the coded numbers on the specimen correspond with the coded numbers on the Chain of Custody Form.

c. The specimen and the Chain of Custody Form will then be transported together to the appropriate laboratory for analysis.

2. Laboratory Analysis Procedures: The laboratory selected and the personnel employed by the laboratory will comply with all current guidelines mandated by the Department of Transportation, Office of Secretary, 49 CFR Pan 40.

a. Initial Test: The initial screening will use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. A small portion of the original test sample will be used to test for marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, amphetamines and anabolic steroids. The following initial cut-off levels will be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000
Anabolic Steroids	19-nor-androsterone (nandrolone

Metabolite) and the testosterone/epitestosterone (TIE) ratio.

The reporting limit for nandrolone metabolite is 2 ng/ml
(* 25 ng/.ml if immunoassay specific for free morphine)

b. Confirmatory Test: All specimens identified as positive on the initial test will be confirmed. using gas chromatography/mass spectrometry (GC/MS), at the cut-off values listed in this paragraph for each drug. All confirmations will be quantitative analysis, using a small portion of the original sample. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory record as “greater than highest standard curve value."

Confirmatory Test Level (ng/ml)
Marijuana metabolites 15
Cocaine metabolites 150
Opiate metabolites
Morphine 2000
Codeine 2000
Phencyclidine 25
Amphetamines
Amphetamine 500
Methamphetamine 500
(Delta-9-tetrahydrocannabinol-9-carboxylic acid)
(•• Benzoylegoconine)

Testing for anabolic steroids is typically detection based and not deterrence based. Consequently, any of the listed analytes (see Attachment B) that screen positive and are identified by GC/MS confirmation (typically 2-10 ng/ml) on a second aliquot are reported. There are two notable anabolic agents that utilize reporting numeric criteria - 19-norandrosterone (nandrolone metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone metabolite is 2 ng/ml and limited quantitative results may be available. Any specimen with a nandrolone metabolite level exceeding the highest calibrator is reported as a "greater than" result (e.g. >100 ng/ml). For the T/E ratio, any specimen with a T/E ratio greater than the cutoff, 6/1 is reported as positive.

a. Samples that are screened 'none detected' contain either no drugs or drugs below the cutoff detection level or that drug.

b. Samples that are screened 'positive' are handled by the laboratory as follows:

    i. Following a positive screen from the initial immunoassay test and a positive screen from the GC/MC test, samples are placed in a locked forensic freezer at the testing laboratory and are retained for one year, after which time they may be discarded if retention is not requested by the Department or COPPS.

    ii. A portion of a retained specimen sufficient for testing from a positive sample may be transferred directly from the testing laboratory to a NIDA-certified laboratory of the employee's choosing and tested at their own expense.

Attachment B

21791N- ANABOLIC STEROIDS EXPAND

Urine Tested by GC/MS for the following Analytes:

Anabolic: Androgenic Agents:

1-Testosterone &/or Metabolite/ 1-Androstendiol/-Androstendione
Bolasterone Metabolite
Boldenone/ Boldione/ Quinbolone Metabolite
Calusterone Metabolite
Clenbuterol
Clostcbol Metabolite
DanazoV Etbistcrone &lor Metabolite
Deh)'dro<;hloromelhyhestosterone (DHCMT) Metabolite
Dihydrotestosterone/ Drostandiol &lor Metabolite
Desoxymcthyi!CStosteronc Melllbolite
Drosaanolone *&lor* Metabolite
Esou-4,9-dien-3,17-dione Metabolite
Fluoxymcsteronc Metabolite
Formebolone Metabolirr:
fiiiWlbol Metabolite
4-Hydroxytestost.crooe/ Formc:stanc Metabolite
6a-Methylandro£tendionc Metabolite
Mcstanolone Metabolite
Mcsterolonc *&lor* Metabolite
Mcthandrostenolooc (Mcthandicnone, Dianabol) Metabolite
Methandriol &Jor Mctabolit1:
Methasterone Metabolite
Mcthenolonc &lor Metabolite
McthyloortcstosteronO Metabolite
Mcthyllestostcrone Metabolite
Melhyt-l-testos1ero110 &lor Metabolite
Mibolenme *&lor* Melllbolire
Nandroloncll9-Nomndrostcndione/19-Norandrostendiol Metabolite
NorciOSicbol Metabolite
Norettumdrolone/llthylestrenol Metabolite
OxaboJ:onc Metnbolih:l
O.undroloue &lor Metabolire
Oxymcstcronc
Oxymctholone Metabolite
Prostanozol Metabolite
Stanozolol Metabolite,
Stenbolone *&lor* Metabolite
Testolactonc Metabolite
Testos1c:ronel Androstcndioncl Andra.rendioV DHEA (TIE Rlltio >6)
Tn:nbolaue Metabolite
Masking Agenll:
Probenecid
Epilesrosterone (> 200 ng/mL)
Page I of}
Rcq Name: SPORTS I EXPANDED
R.msioza Date: DS/11/lOOIS

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 19R.

Date Prepared: 10/26/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Rezoning, Townley Park, Southwest Corner of 89th Avenue and Olive Avenue

Purpose:

This is a request for City Council to adopt an Ordinance rezoning 10.1 acres of land located at the southwest corner of 89th Avenue and Olive Avenue, from General Agricultural (AG) to the Townley Park Planned Area Development (PAD), to facilitate a gated, single-family residential development of 40 lots.

The City has not received any correspondence in support or opposition to this case. On October 20, 2016, the Planning and Zoning Commission unanimously recommended approval of this case. There were no speakers from the public present.

Background/Summary:

Introduction:
On behalf of Garrett-Walker Homes, the applicant Bergin, Frakes, Smalley & Oberholtzer PLLC proposes to develop a 10.1 acre site, located at the southwest corner of 89th Avenue and Olive Avenue into a detached single-family residential community called *Townley Park.* This development proposes a 40-lot gated community, with usable open space amenities, having an overall density of 3.96 units per acre. The development proposes a minimum lot size of 5,000 square feet. However, lots are projected to range between 5,115 - 8,712 square feet.

In this request, the applicant is seeking to rezone the site from General Agricultural (AG) to Planned Area Development (PAD) to facilitate a residential infill development. The current AG zoning district is a rural district that primarily supports farming and agricultural related activities. Furthermore, this district is intended to constitute a "holding" district to retain land in less intensive use until the time is appropriate warranting more intensive development.

Related History:
The site was annexed into the City of Peoria on August 23, 1983, through Ordinance No. 83-37 and subsequently provided with initial zoning of General Agricultural (AG). The subject property was part of a larger 80+ acre annexation, initiated to bring in the Fry's Shopping Center development that exists today, directly west of the subject property.

Analysis of Request:

General Plan Conformance:
The property is designated Low-Density Residential (2-5 units per acre, target 3.0 du/ac) on the General Plan Land Use Map. The proposed Townley Park development will yield a gross density of 3.96 du/ac, which is within the range of the designation; however at 3.96 du/acre, the development will exceed the target density by 0.96 du/ac.

The General Plan allows the target density to be exceeded for projects located in designated infill areas, as this project is. Additionally, the proposal has complied with General Plan criteria for exceeding target density in the context of providing superior quality and design that furthers the City of Peoria desired character and vision. The proposed development request has complied with multiple General Plan criteria to permit consideration for exceeding target density, and the minimum criteria for utilizing the PAD zoning option. Staff deems the request in conformance with the General Plan.

Area Compatibility:
The subject property in an infill site surrounded by similar zoning and existing developments. The proposal will serve as a transitional use between the existing C-2 commercial zone directly west (Fry's Shopping Center) and the existing single-family developments to the east. The proposed density of the project (3.96 du/acre) is consistent with neighboring densities in the area.

Based on these conclusions, staff finds that the proposed zone change and development plan to be consistent and compatible with existing land use and development patterns surrounding the subject property, and a good fit for the overall area.

City Review:
This request has been reviewed by the City through the development review process. Recommended conditions of approval have been provided by the Planning, Site Development / Engineering, Community Services, and Fire Safety Division as provided in the *Conditions of Approval* portion this report. There are no anticipated impacts to public safety as a result of this proposal. Neighborhood safety should increase with the connection of missing sidewalk along the west side of 89th Avenue, between Olive Avenue and the Crosspoint subdivision, directly south of the subject property.

Public Participation:
As a requirement of the rezoning process, the applicant conducted a neighborhood meeting and provided a report detailing the results of the meeting. The meeting was held on March 9, 2016, at Cotton Boll Elementary, located at 8540 W. Butler Street, Peoria, AZ. The applicant notified all property owners within a 600 foot radius of the site and all registered Homeowner's Associations within one mile. There were approximately six (6) attendees present from the general public. Only one person raised concerns related to the future height of the homes that will back up to 89th Avenue and the loss of dense vegetation along this same street corridor. No formal opposition has been received.

Public Noticing:
A public hearing was held by the Planning and Zoning Commission on October 20, 2016. Public notice was provided in the manner prescribed under Section 14-39-6 of the Peoria Zoning Ordinance. Posting of the site was completed in the requisite time frame prior to the Public Hearing. There were no speakers present from the public to speak on this matter.

Previous Actions:

This proposal has been subject to the City's rezoning process. A public hearing was held for this item at the October 20, 2016 Planning and Zoning Commission meeting. The Planning and Zoning Commission unanimously recommended approval of this request with a 6-0 vote. There were no speakers from the public present on this case.

Options:

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

Staff Recommendation:

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation and adopt **ORD. 2016-32**, rezoning approximately 10.1 acres, from General Agricultural (AG) to the Townley Park Planned Area Development (PAD).

Fiscal Analysis:

There is no anticipated fiscal impact associated with this request.

Narrative:

Should the City Council takes action to approve this case, the next steps in the development process include Preliminary and Final Plat review (subdivision review), civil/building permit plan review and then the construction/inspection process.

ATTACHMENTS:

Exhibit 1 - Vicinity Map
Exhibit 2 - P&Z Staff Report & Exhibits
Exhibit 3 - Ordinance

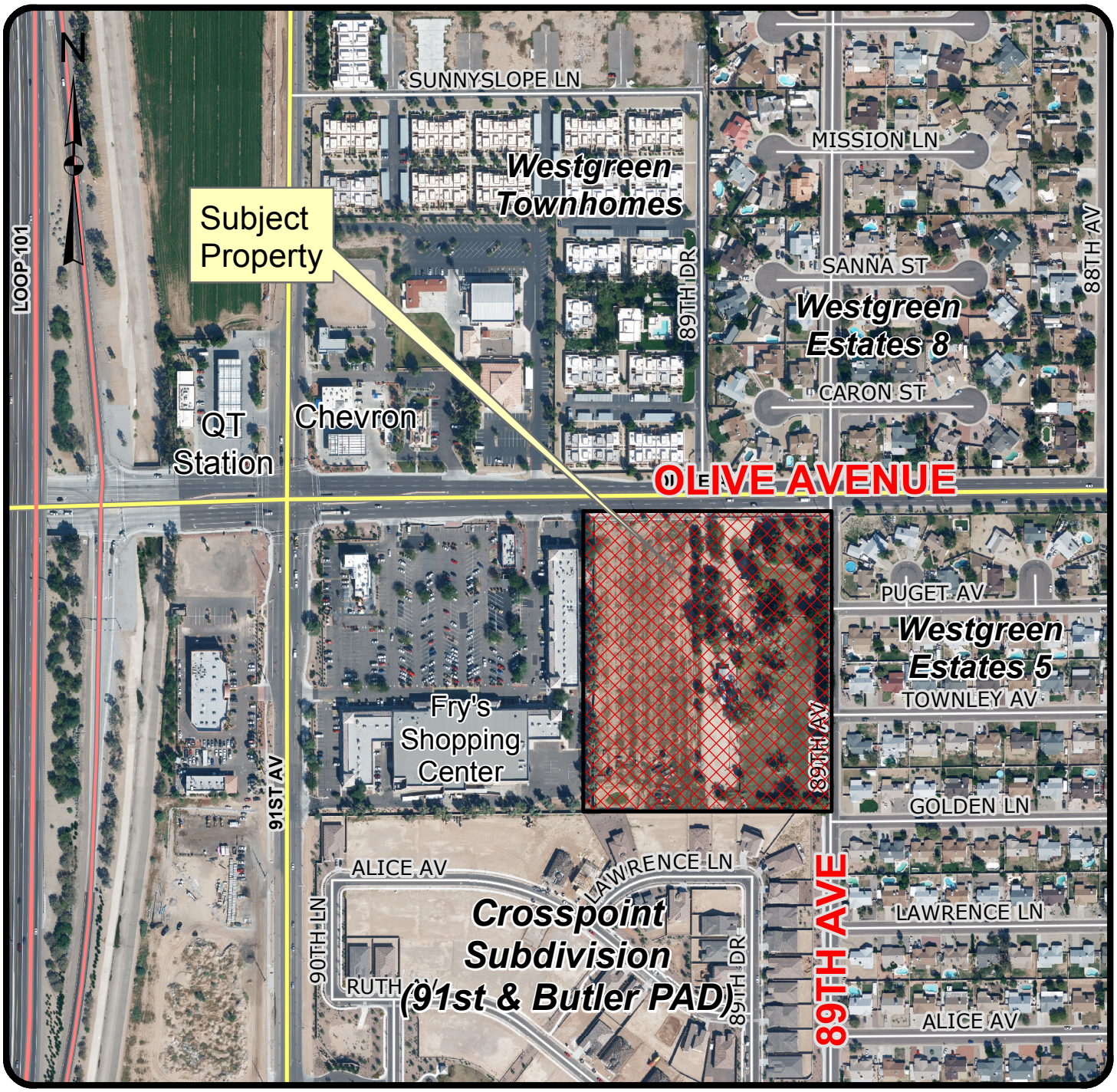
Contact Name and Number:

Sean Allen, Senior Planner (x7337) or Chris Jacques, Director (x7609)

Exhibit 1

Vicinity Map

Aerial Map



Z16-0002 Townley Park Rezoning

Exhibit 1

Applicant: Bergin, Frakes, Smalley & Overholtzer, PLLC

Request: to rezone from General Agricultural (AG) to Townley Park Planned Area Development (PAD), to permit a single-family residential development, consisting of 40 lots on a 10.1 acre site.

Location: Southwest corner of 89th and Olive Avenues.

PEORIA ARIZONA

Not to Scale

Exhibit 2

October 20, 2016
Planning and Zoning Commission
Staff Report with Exhibits

PLANNING AND ZONING COMMISSION REPORT

Meeting Date: October 20, 2016

Agenda Item: 6R

Case Name: Z16-0002: Townley Park Rezoning

Case Number(s): Z16-0002

General Application Information

Proposal:
A request for a Rezoning of 10.1 gross acres from General Agricultural (AG) to the Townley Park residential Planning Area Development (PAD), for the purpose of creating a gated single-family subdivision, consisting of 40 lots, with open space amenities.

Location:
Southwest corner of 89th & Olive Avenues.

Project Acreage:
10.1 gross acres

Applicant:
Bergin, Frakes, Smaley & Oberholtzer, PLLC

Project Description

The applicant wishes to utilize a PAD Zoning designation as the mode for the customized design of a gated single-family infill development that would consist of 40 lots (minimum lot size 5,000 sq. feet) yielding a density of 3.96 units/acre.

Key Items For Consideration:

Based on the following findings, City staff is recommending an approval:

- The property is considered an infill development, because it lies within the City's designated Infill Incentive District.
- The applicant has provided sufficient Justification to support the PAD Zoning as the best option for this infill property.
- The proposed zoning and residential density are compatible with adjacent developments, and is similar to the transitional zoning directly north, adjacent to the north side of Olive Avenue.
- Main access to the proposed development is via 89th Avenue, helping limit the number of access drives to the busy arterial Olive Avenue.
- The development proposal complies with open space amenity standards, design standards, and has added additional aesthetic character, helping the development to be more harmonious with its surroundings.

Recommendations:

Recommend to the City Council approval of Case Z16-0002, subject to the conditions contained in the staff report.

ATTACHMENTS:

Description
Staff Report
Exhibit A - Vicinity Map
Exhibit B - Aerial Map
Exhibit C - Current Gen Plan Land Use Map
Exhibit D - Current Zoning Map
Exhibit E - Proposed Zoning Map
Exhibit F - Narrative/Justification

Exhibit G - PAD Standards Report
Exhibit H - Citizen Participation Report
Exhibit I - Subdivision Concept
Exhibit J - Development Summary
Exhibit K - Preliminary Landscape Plan
Exhibit L - Entry Design
Exhibit M - Open Space Amenity Details
Exhibit N - Wall Plan & Design
Exhibit O - Conceptual Elevations
Exhibit P - Infill Incentive District Map

BACKGROUND

Context
The subject property consists of a vacant, infill site of approximately 10.1 gross acres located at the southwest corner of 89th and Olive Avenues (Exhibits A & B).

General Plan
The property is designated Low Density Residential (2-5 units per acre) on the General Plan Land Use Map. This land use designation denotes areas where detached moderate-sized lot, single-family residential development is desirable. The density range (2.0 – 5.0 du/ac, target density of 3.0 du/ac) is intended to provide for areas of increased density while maintaining a detached single-family residential character. Suitability is determined on the basis of location, access, availability of existing or proposed public facilities and utilities, existing and future land use patterns and natural or man-made constraints, as stated in the goals, objectives, and policies of the General Plan text. (Exhibit C – Land Use Map)

Zoning
The property is currently zoned General Agricultural (AG). The AG zone is intended to comprise or reserve lands for Agricultural activities, and open field uses. This district is further intended to constitute a 'holding' district to retain land in less intensive use until such time that a more intense use is deemed appropriate. Regulations are designed to limit uses to those which are compatible with agriculture, to prevent encroachment by more intensive uses, and to preserve the open field characteristic for the district. (Exhibit D – Current Zoning Map)

Adjacent Uses and Zoning
Tables 1 and 2 summarize the existing land use, general plan, and zoning designations for the surrounding areas. (See Exhibits B, C & D)

Table 1 – *Existing Land Use and Adjacent Ownership Table*

	Land Use	Development Project / Agency
North	Residential (north of Olive Ave.)	Westgreen Townhouses & Westgreen Estates 8
South	Residential	Mattamy Homes (Crosspoint)
East	Residential (east of 89th Ave.)	Westgreen Estates 5
West	Commercial / Retail	Fry's shopping center

Table 2 – General Plan *Land Use and Zoning*

	General Plan Designation	Zoning
North	Medium (5-8 du/ac) & Low Density Residential (2-5 du/ac)	Multi-Family Residential (RM-1) & Single-Family Residential (R1-8)
South	Low Density Residential (2-5 du/ac)	91st and Butler Planned Area Development (PAD)
East	Low Density Residential (2-5 du/ac)	Single-Family Residential (R1-8)
West	Low Density Residential (2-5 du/ac)	Intermediate Commercial (C-2)

Related Policies and Project History

Annexation
The site was annexed into the City of Peoria on August 23, 1983 through Ordinance 83-37, and was provided with initial zoning of General Agricultural (AG). The subject property was part of a larger 80+ acre parcel annexation, initiated to bring in the Fry's Shopping Center development that exists today, adjacent to the west boundary of the subject property.

General Plan
In 2007, an application was made to change the Low Density Residential land use designation to High Density Residential with a permitted density of 15+ du/acre and a Target Density of 18 du/acre (Case GPA07-04). This application expired and the subject property has retained its Low Density Residential land use designation.

Zoning
In 2007, a Rezoning application was submitted requesting a change from General Agricultural (AG) to a Planned Area Development (PAD) zone that would accommodate a 250 unit multi-family residential development on 10 acres (Case Z07-07). This application ran concurrently with the aforementioned General Plan land use amendment application. Similarly, this application expired and the zoning for the subject parcel has remained unchanged since its annexation into the City.

Site/Development
The site has continued to be used for some farming on the west half and single-family residential on the east half.

APPLICANT'S PROPOSAL

Goal / Purpose of Request
The subject property is a 10.1 gross acre, infill development area, bounded by Olive & 89th Avenues to the north and east, Crosspoint single-family residential to the south, and the Fry's commercial shopping center to the west. (Exhibit B).

The applicant is requesting to rezone the property from General Agricultural (AG) to Planned Area Development (PAD) to permit a single-family residential development called *Townley Park*, comprising 40 lots, resulting in a gross density of 3.96 dwelling units per acre (Exhibit I).

The proposed Townley Park development is to be a gated community with primary access from 89th Avenue, and a secondary emergency egress only to Olive Avenue in the northwest corner of the proposal. The main gate will have a decorative entry monument identifying the project, and decorative pavers through the surface of the entry area. Once through the gate, an inner drive will loop through the interior of the site providing direct access to each lot.

The applicant has designed Townley Park to provide a total of 1.05 acres (10.4%) of usable open space in compliance with Chapter 3 of the City of Peoria Design Review Manual. There are two main open space areas, one centralized area called the "Main Park," and the secondary park in the southeast corner, just south of the main gate. The centralized open space will provide the following amenities:

- Large tot lot with a shaded play structure;

- Ramada with picnic tables;
- BBQ grills;
- Bike rack;
- Large open turf area;
- Additional park bench seating.

The ramada amenity is located between the play area and the large open turf area. Details for these amenities are provided in Exhibit M of this report. The second useable open space area, in the southeast corner of the site, is a well-landscaped, large turf area facing 89th Avenue. The applicant has designed a compact decomposed granite pathway that leads to the turf area from the public walk. This amenity is actually outside the project's main gate and available to the surrounding community.

In addition to providing the required useable open space, *Townley Park* is designed to be well vegetated (Exhibit K). Landscape buffers with additional tree plantings are to be included with the new roadway improvements to be installed along 89th & Olive Avenues. Also, with only one lot adjacent to the west boundary (lot 25), most of that west boundary will have a landscape buffer of approximately eighteen (18) feet wide. Since this buffer area slopes down from the subdivision roadway to the property line, evergreen tree plantings will be provided for additional screening to help this area meet the true function of a buffer. The overall distance from the nearest row of homes to the commercial property line is designed to be approximately eighty (80) feet.

The *Townley Park* PAD Standards and Guidelines Report (Exhibit G) provides specific development standards that are similar to those found in a low density single-family residential zone within the Peoria City Zoning Ordinance, consistent with the General Plan Land Use designation for the property. A comparison of these general standards and the proposed development standards are shown in the table below:

Standards Categories	**Applicable Standards (Equivalent Zoning)**	**Townley Park Development Standards**
Maximum Density (Low Density Residential designation)	2 – 5 du/acre Target = 3 du/acre	3.96 du/acre
Arterial Street Buffer (Olive Avenue)	10 foot tract	10 feet
Standard Street Buffer (89th Avenue)	8 foot tract	8 feet
Minimum Lot Area	8,000 sq. feet	5,000 sq. feet
Maximum Height/Stories	30 feet/2 stories	30 feet/2 stories**
Maximum Lot Coverage	45%	50%
Min. Front Setback (front facing garage)	20 feet	20 feet
Min. Front Setback (side-entry garage)	10 feet	10 feet
Min Front Setback (Livable Area)	10 feet	10 feet
Min. Interior Setbacks (min./total)	5/15 feet	5/10 feet
Min. Rear Setback	15 feet	15/20 feet***

Min. Side Setback	15 feet	20 feet
Required Open Space %	Lots < 10,000 sq. feet = (9%)	10.4%
Open Space Amenities	Required	Provided

* Does not apply to lot #25.
** Lots abutting the south boundary, having a difference in finished floor elevation greater than 1'6", shall be restricted to single-story construction.
*** Setback shall be increased to 20 feet, for any 2-story homes, along the south boundary.

The predominant zoning district in the vicinity is R1-8 (minimum 8,000 sq. foot lots). As seen in the table above, the *Townley Park* development has a reduced lot size from this vicinity standard, and exceeds the target density by 0.96 du/ac; however the proposal exceeds the minimum standard requirements for useable open space, and has increased standards for lots abutting the existing single-family lots to the south. The applicant must provide justification for the increased density, which is discussed in the *Discussion and Analysis* section of this report.

The applicant is proposing a decorative theme wall facing both 89th and Olive Avenues (Exhibit N). A secondary or inner theme wall is proposed along lot lines adjacent to interior landscape areas (lots 26, 31, 35 & 40). The applicant is proposing view fencing at the main entry extending to each lot on the north and south of the gates and partial view fencing is proposed for the three sides of the central open space park that abuts the residential lots. The applicant intends to retain the existing perimeter walls along the west and the south boundaries. The west wall is to be painted to match the project theme walls. The initial intent was to keep the south wall; however, due to surrounding utility & drainage constraints, the applicant must raise the grade of the project, resulting in a retaining wall condition for the first three lots in the southwest corner of the project. This will most likely require the applicant to rebuild this section of the wall or build a new wall altogether. The applicant has indicated they would prefer to rebuild the wall; however, due to the additional time needed to form agreements with adjacent property owners, the applicant has requested that this be completed during Preliminary Plat review. Staff believes it is appropriate for this detail to be addressed at this Preliminary Plat. A condition of approval regarding this matter has been included in this report.

DISCUSSION AND ANALYSIS

Conformance with the General Plan

The proposed single-family residential proposal conforms to the current General Plan land use designation of Low Density Residential (2-5 du/ac, target of 3 du/ac); however at 3.96 du/acre, *Townley Park* exceeds the target density. The General Plan allows the target density to be exceeded for projects located in designated infill areas. The following is the formula for infill development consideration found in the General Plan, page 2-18 of the Land Use chapter:

- Up to one (1) du/acre for projects less than 10 acres, and
- Up to two (2) du/acre for projects equal to or greater than 10 acres in size.

Staff has confirmed that the subject property lies within the City's designated *Infill Incentive District* as illustrated in Exhibit P out of Resolution 02-122, and qualifies to use the formula in the second bullet item above.

In addition to the above formula, allowing the target density to be exceeded may also be considered appropriate if the applicant furthers the City of Peoria's desired character and vision. This is best accomplished when the proposal exhibits superior quality and design and provides amenities, dedications or improvements above and beyond the minimum City standards. These may include, but are not limited to:

1. Community character and sense of place:
    - Enhanced entry/gateway and overall theming; or
    - Capitalization on the location of assets to create destinations within a project;

2. Promotion of development diversity by providing substantial variation in product elevations, types, or lot sizes;

3. Open Space
    - A sizable percentage (%) of area set aside as open space, above the minimum required; or
    - Minimum required open space with enhanced amenities must be provided; or
    - Meaningfully enhanced landscaping treatments for common areas.

4. Preservation and retention of environmentally sensitive areas.

5. Reduced demand on new or existing infrastructure facilities:
    - Infill of vacant areas and/or redevelopment of underdeveloped property;

6. Community and Public Facilities (Schools, Public Facilities, Trails & active parks):
    - Dedication for municipal facilities such as fire/ police stations, and City parks;
    - Dedication of land for educational facilities; or
    - Dedication and improvement of additional trail segments above City requirements; etc.

7. A high level of connectivity throughout the community:
    - Increased multi-modal connectivity (connecting trails & open spaces where deficient)

The text references highlighted above are the criteria where staff believes the proposal qualifies for additional consideration toward allowing a higher project density. It should be noted that the developer is required to provide additional dedications for the widening of both Olive Avenue and 89th Avenue rights-of-way.

Finally, the applicant has exceeded the minimum required design standards for housing plans. Please see the following comparison below:

Standard Plan Categories	10 – 49 Units	Townley Park Standards	Increase
Minimum # of Standard Plans required	2	8	+6
Minimum # of Roof Material types required	2	2	0
Minimum # of Roof Styles required	2	3	+1

Minimum # of Roof Colors required	3	3	0

The project also proposes to have 15 different color schemes, and will integrate exterior material variations that include brick, stone, and stucco.

Based on the analysis above, the applicant appears to meet multiple criteria to initiate consideration for allowing the future development to exceed target density. The applicant is well within the additional 2 units per acre allowed for designated infill developments. Staff supports exceeding the target density of 3 du/acre, to a maximum of 3.96 du/acre.

Land Use Compatibility
Staff has determined that this request is consistent with other similar requests in the vicinity.

In late 2006, the City Council approved a rezoning of approximately 52.29 gross acres south of this property from General Agricultural (AG) to the 91st & Butler Planned Area Development (PAD) to permit a gated development comprising of 165 detached single-family residential lots for a resulting gross density of 3.16 dwelling units per acre. This was also presented as an "infill site." With an allowed minimum lot size of 7,200 square feet and density over the target of 3 du/ac, this project has many similarities, but is larger in acreage.

The zoning districts to the north of the subject property (across Olive Avenue) are the RM-1 Multi-Family Residential (Westgreen Townhomes), and R1-8 Single-Family Residential (Westgreen Estates 8). The RM-1 zoned property is a medium to high density multi-family residential townhouse project with an allowed density of 8 – 15 du/ac that acts as a transition between the commercial (C-2) zoning to the west, and the lower density Westgreen Estates 8 to the east. The Townley Park proposal functions in the same manner as a good transition between the Fry's commercial shopping center to the west (also zoned C-2) and the single-family residential to the east.

Staff finds that the zone change and development proposal are consistent and compatible with existing development patterns and a good fit for the overall parcel that is adjacent to an arterial roadway and a commercial shopping center. Residential R1-6, RM-1, and PAD zoning, compatible with this proposal, are adjacent to the subject property and can be found in the vicinity.

City Review
As previously discussed, this request has been reviewed and commented on through the City's rezoning application review process. Recommended conditions of approval have been provided by the Planning, Site Development / Engineering, Community Services, and Fire Safety Division as provided in the *Conditions of Approval* portion this report.

The applicant has identified goals and policies from the General Plan that support this request (Exhibit F). Staff finds the goals and objectives to be relevant.

The new residential PAD proposes to limit the permitted uses to match the typical single-family uses allowed in a residential zone, found in Article 14-5 *Single-Family Residential* of the Zoning Ordinance.

The proposal meets criteria outlined in the General Plan necessary for requesting consideration to exceed target density, and further qualifies as being in a designated *Infill Incentive District* (Exhibit P).

The proposal is compatible with existing zoning and development patterns directly adjacent, and in the vicinity.

Emergency egress drive, in the northwest corner, is less than fifty feet (50') wide, and must provide curative measures to mitigate safety concerns, per Chapter 3 of the City of Peoria Design Review Manual (20-78-3.II.A.1).

The Traffic Division has reviewed this proposal. All immediate comments and concerns have been addressed. Additional review of the proposal will occur during the Preliminary Plat review process.

There is existing water infrastructure adjacent to the property with adequate capacity to serve the proposed development.

Wastewater infrastructure design, however, has been a challenge for this property. This particular parcel has some obstacles for a typical design and there has been considerable input from both the applicant and City to agree on a design that will allow the sewer and street flows to function in a manner that decreases impact to the surrounding neighbors. Though the final design will occur during later stages of concept review, the sewer line that would most likely be the candidate for connection is on the north side of Olive Avenue. It is of adequate depth for the project, but unfortunately there is an existing 96-inch storm drain pipe that runs east-west in the center of the road that prevents a lateral connection from the south. The only other possible sewer main connection is a shallow line in 89th Avenue. Raising the site would help the sewer slopes but would elevate the homesites even higher creating the effect of taller homes, so engineering is permitting a flatter slope on the sewer that will accommodate the flows in order to keep the increase in finish floor elevations to a minimum.

Public Safety

There are no anticipated negative impacts to public safety as a result of this proposal. Neighborhood safety should increase with the sidewalk connection made from the Crosspoint Subdivision to Olive Avenue on the west side of 89th Avenue. The nearest police station is at 8351 W. Cinnabar Avenue, near Peoria City Hall, and the nearest City Fire station is 194, located at 9800 W. Olive Avenue in Peoria.

COMMUNITY INVOLVEMENT

Citizen Participation Plan - Neighborhood Meeting

As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting (Exhibit H).

The applicant notified all property owners within 600 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on March 9, 2016, at Cotton Boll Elementary School, located at 8540 W. Butler Street, Peoria, AZ. Approximately six (6) people from the public attended, with only voice of concern from a gentleman who lives east of 89th Avenue. The concern was regarding the potential

height of any future homes along the west side of 89th Avenue. The development will provide larger 24" box trees in the landscape buffer along 89th Avenue, which will create a visual buffer. In addition, the 60 foot right of way for 89th Avenue, and an additional six foot public utility easement provide separation between the existing homes on the east side of 89th Avenue and the proposed new homes that would be developed in Townley Park. No other concerns have been filed at the time of this report.

Public Noticing
Public notice was provided in the manner prescribed under Section 14-39-6 of the City of Peoria General Plan. Posting of the site was completed within the prescribed number of days prior to the Public Hearing.

Proposition 207
The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

Support / Opposition
At the time of this writing, staff has not received any written correspondence in support or opposition to the proposal.

STAFF RECOMMENDATION

Based on the following findings:

1. The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan for a residential land use development;
2. This rezoning request is consistent with the General Plan land use designation of Low Density Residential (2 – 5 du/acre) and adequately justifies the .96 du/ac density increase based on the following:
    - Provide superior quality, design, and public benefit, for consideration to exceed the target density as outlined in this report;
    - Location within a *designated infill area*, allowing up to two (2) additional du/acre above target, for project areas of ten acres or more;
3. The proposal is consistent with zoning and development patterns in the vicinity as demonstrated by the following:
    - Development serves as a suitable transition from neighboring single-family zoning districts to the existing commercial shopping district (C-2) to the west, matching the transitional zoning & development pattern directly north, on the north side of Olive Avenue (R1-8 to RM-1 to C-2), going from east to west.
    - Consistent with the density of the existing residential PAD directly south, at 3.16 du/acre;
4. The proposal includes frontage improvements, including additional sidewalk connections that provide increased pedestrian safety to the existing neighborhood, along with an additional community amenity along 89th Avenue;

Staff recommends that the Planning and Zoning Commission make the following recommendation to City Council:

Approval of Case Z16-0002 subject to the following conditions:

1. The Proposed development shall conform to the Townley Park PAD Standards & Guidelines Report dated August 18, 2016.
2. The development shall be limited to a maximum of forty (40) residential lots.
3. The Developer shall submit a resolution narrative for construction of the south perimeter wall prior to Preliminary Plat approval. This resolution is to provide the following:
    a. Submission of final wall designs, including final cross-view drawings showing maximum height of the wall on both sides from adjacent grade.
    b. Structure & design of wall shall meet all final Planning & Engineering requirements, and be in accordance with Article 14-3-5 of the Zoning Ordinance.
    c. If the wall is to be reconstructed in full or in part, the developer must obtain documented approval from affected adjacent property owners, including agreements to access the affected lots and maximum height of wall.
    d. If an agreement cannot be reached with the affected property owners, the developer is to submit this documentation as well to the City, along with an alternative screening and retention wall design proposal that has the new wall constructed immediately adjacent to the existing wall. This alternative design must be approved by the City's Planning & Engineering Divisions. If the said plan cannot prove to avoid damaging or negatively affecting the future integrity of the existing wall, then the developer must revert back to condition 3c, or adjust the layout of the subdivision.
4. Due to the emergency access corridor being less than 50 feet, the Developer shall provide safety mitigation in accordance with Section 20-78-3.II.A.1, in Chapter 3 of the Fire Design Standards Manual.
5. The Developer shall dedicate ROW along both Olive Avenue and 89th Avenue frontages per the City's Street Classification Map or as determined by the City Engineer to accommodate the ultimate development of the half-street.
6. The Developer shall dedicate an 8' PUE outside of the required ROW or private roadway Tract. No walls or retention shall be allowed within the PUE.
7. The Developer shall construct the half-street roadway along 89th Avenue frontage or as determined by the City Engineer.
8. The Developer shall dedicate thirty feet (30') of right-of-way along 89th Avenue.
9. The Developer shall dedicate a 30-foot by 30-foot right of way chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot right of way chamfer at all local/local roadway intersections.
10. The Developer shall install traffic signal interconnect conduit along the frontage of the parcel. Plans for the installation of the traffic signal interconnect conduit shall be submitted as part of the improvement plans, specifically on the Paving plans.
11. Streetlights are required to be installed by the Developer. The streetlight plan must be submitted with the second submittal of the improvement plans. The streetlights shall also be indicated on the Paving or Grading plan.
12. Prior to Final Plat recordation, the applicant shall obtain approval of final Grading, Drainage, Utilities, and Paving plans, in conjunction with a Final Drainage Report and Final TIA. These final plans and reports shall be in conformance with the approved Preliminary Plans and report.
13. The Final Plat shall be submitted with the first submittal of the civil improvement plans. The Final Plat shall be approved prior to permits being issued for the site.

REPORT PREPARED BY

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ATTACHMENTS:

Exhibit A:	Vicinity Map
Exhibit B:	Aerial Map
Exhibit C:	Current General Plan Map
Exhibit D:	Current Zoning Map
Exhibit E:	Proposed Zoning Map
Exhibit F:	Narrative/Justification
Exhibit G:	PAD Standards Report
Exhibit H:	Citizen Participation Report
Exhibit I:	Subdivision Concept
Exhibit J:	Development Summary
Exhibit K:	Landscape Plan Concept
Exhibit L:	Entry Design
Exhibit M:	Open Space Amenity Details
Exhibit N:	Wall Plan & Design
Exhibit O:	Conceptual Elevations
Exhibit P:	Peoria Infill Incentive District Map

Vicinity Map



Z16-0002 Townley Park Rezoning

Exhibit A

Applicant: Bergin, Frakes, Smalley & Oberholtzer, PLLC

Request: to rezone from General Agricultural (AG) to Townley Park Planned Area Development (PAD), to permit a single-family development, consisting of 40 lots on a 10.1 acre site.

Location: Southwest corner of 89th and Olive Avenues

Not to Scale

Aerial Map



Z16-0002 Townley Park Rezoning

Exhibit B

Applicant: Bergin, Frakes, Smalley & Overholtzer, PLLC

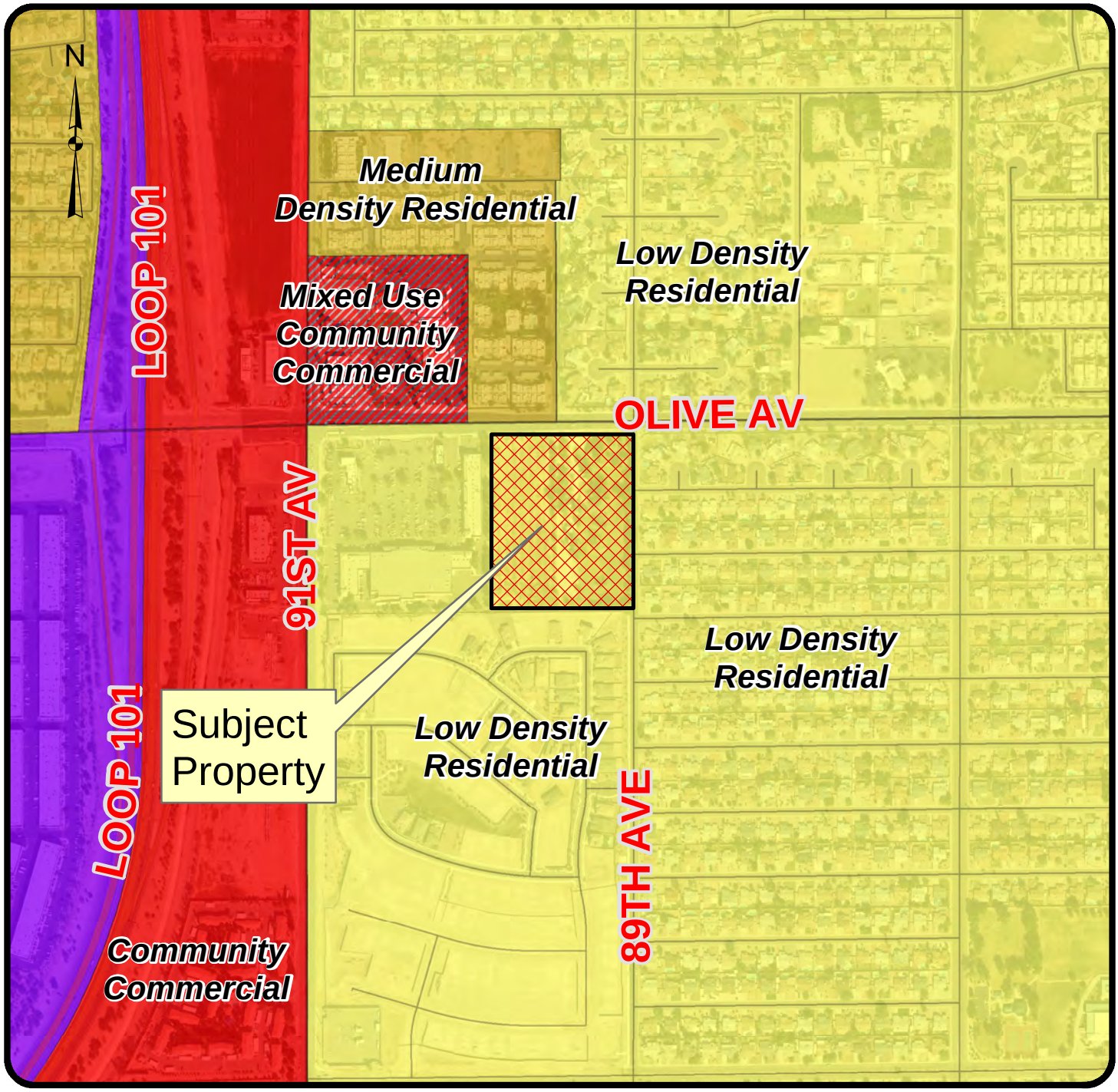
Request: to rezone from General Agricultural (AG) to Townley Park Planned Area Development (PAD), to permit a single-family residential development, consisting of 40 lots on a 10.1 acre site.

Location: Southwest corner of 89th and Olive Avenues.

PEORIA ARIZONA

Not to Scale

Current General Plan Land Use Map



Z16-0002 Townley Park Rezoning

Exhibit C

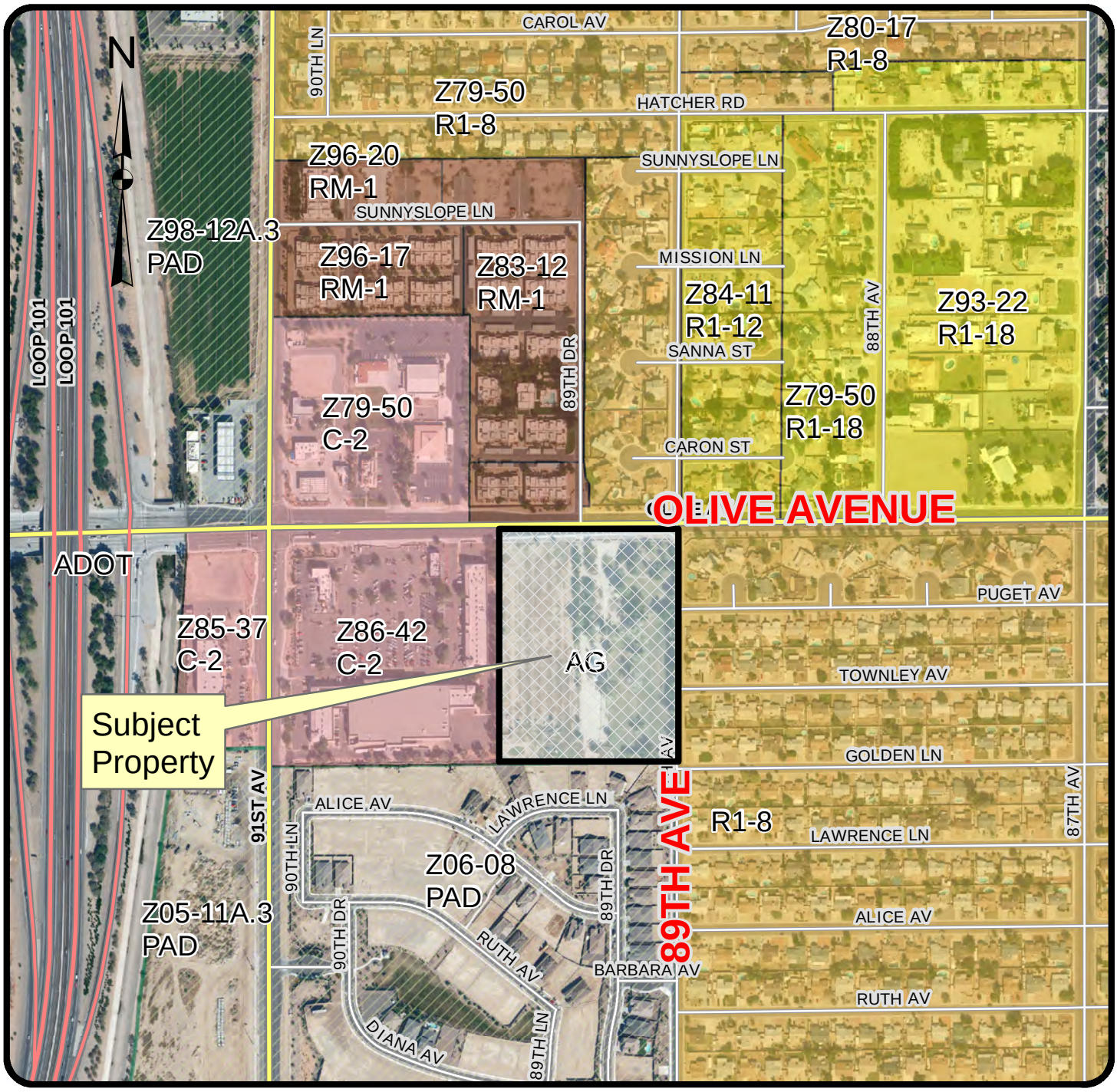
Applicant: Bergin, Frakes, Smalley & Overholtzer, PLLC

Request: to rezone from General Agricultural (AG) to Townley Park Planned Area Development (PAD), to permit a single-family residential development, consisting of 40 lots on a 10.1 acre site.

Location: Southwest corner of 89th and Olive Avenues.

Not to Scale

Current Zoning Map



Z16-0002 Townley Park Rezoning

Exhibit D

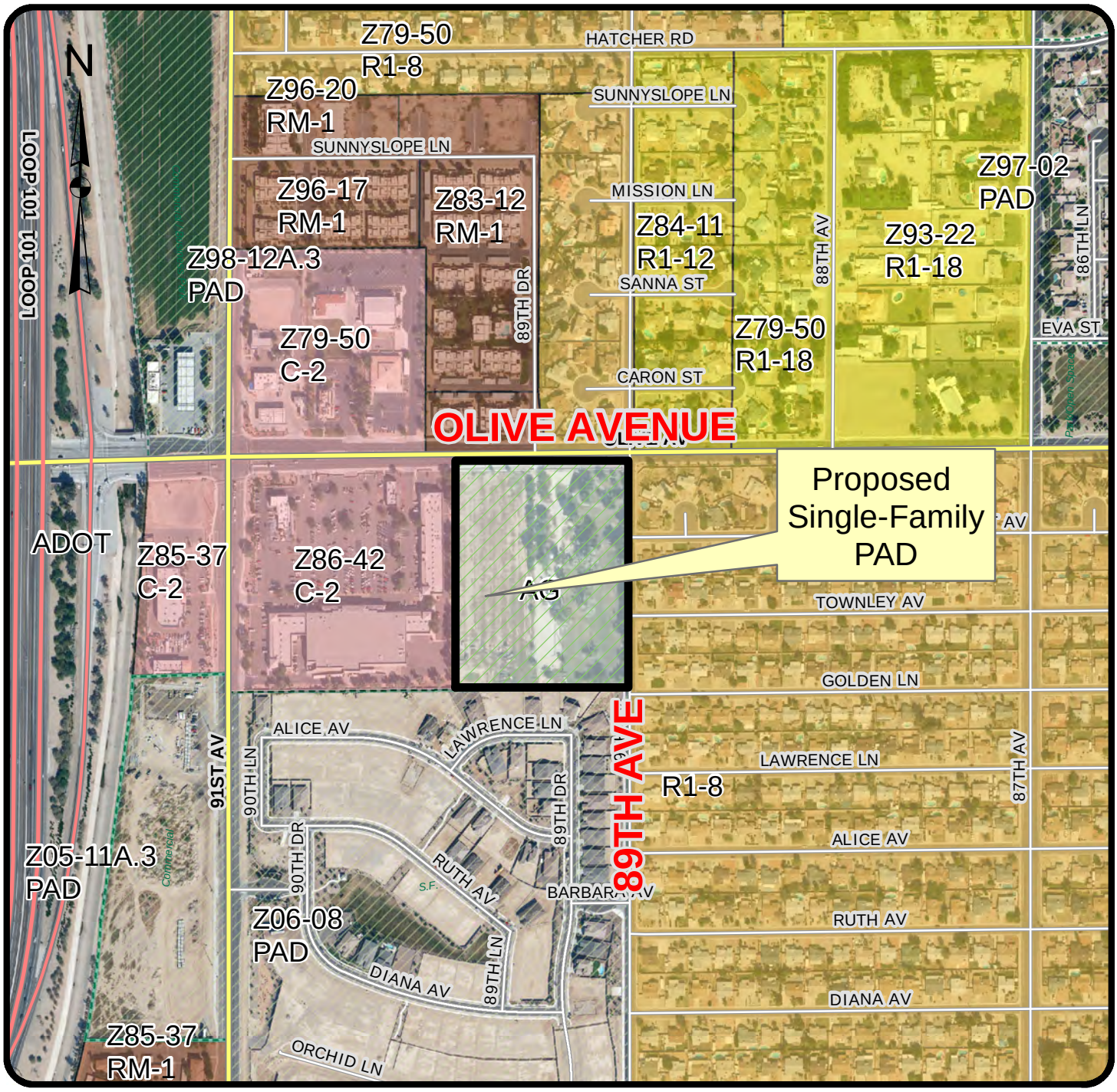
Applicant: Bergin, Frakes, Smalley & Overholtzer, PLLC

Request: to rezone from General Agricultural (AG) to Townley Park Planned Area Development (PAD), to permit a single-family residential development, consisting of 40 lots on a 10.1 acre site.

Location: Southwest corner of 89th and Olive Avenues.

Not to Scale

Proposed Zoning Map



Z16-0002 Townley Park Rezoning

Exhibit E

Applicant: Bergin, Frakes, Smalley & Overholtzer, PLLC

Request: to rezone from General Agricultural (AG) to Townley Park Planned Area Development (PAD), to permit a single-family residential development, consisting of 40 lots on a 10.1 acre site.

Location: Southwest corner of 89th and Olive Avenues.

Not to Scale

Exhibit F

Townley Park

Project Justification

Southwest Corner of 89th Avenue & Olive Avenue
Peoria, AZ
Z16-0002 & P16-0005
August 17, 2016

In accordance with City of Peoria PAD application guidelines, the following questions provide information necessary to further understand and evaluate the PAD Rezoning and development request:

1. ***What type of development and uses are proposed by the rezoning request?***
   Garrett-Walker Homes desires to develop a gated residential community consisting of forty (40) single-family detached residential lots, with a typical lot size of 45'x115', 5,175 square feet. These home sites will have compatible rear yards, as well as access to open space amenities within the development. Townley Park is an enhanced residential development consistent with the Principles and Guidelines outlined in the Peoria 2008 Design Review Manual, Chapter 3: Single-Family Residential, as described in Item 5 below.

2. ***State how your proposal is consistent with the Land Use Plan and other goals, policies and objectives of the Peoria General Plan.***
   The City of Peoria 2010 General Plan designates the site as Low Density Residential with an allowable density range of 2-5 du/ac with a target density of 3.0 du/ac. The General Plan establishes that the conforming zoning districts allowed are R1-12, R1-10, R1-8 and PAD. The proposed maximum residential density in the PAD for this project is 3.96 du/ac, which is within the range permitted in the General Plan. Further, in accordance with General Plan Chapter 2 - land use density exceeding the target density may be granted for development projects that further Peoria's desired character and vision. The proposed residential community will enhance and further the City's Land Use Policy to exceed the target density as: (1) The site is located in a designated infill area, which allows for an increase of up to two dwelling units per acre above the target density for projects more than 10 acres; (2) as an infill site, the proposed development does not require any significant water or sewer system extensions or improvements; and, therefore, utilizes existing infrastructure facilities for development to occur; (3) Policy 1.H.3 encourages infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools, and shopping areas. The proposal is consistent with these policies as the density is only .96 above the General Plan target, utilizes existing infrastructure and is adjacent to shopping and dining areas and a host of transportation facilities. A full discussion of the Plan and the Policies achieved by the approval of this application is provided below.

This proposal supports the following Goals, Objectives and Policies of the City of Peoria's General Plan.

Objective 1.A

Manage and control development to facilitate orderly growth and an efficient form.

Policy 1.A.1

Promote planned developments where resources and infrastructure are in place to facilitate orderly and efficient growth.

As an infill site, sewer and water infrastructure, as well as roadway improvements for Olive Avenue are developed. New utility extensions will not be required. The improvements to the west side of 89rd Avenue will complete the roadway improvements already in use by the adjacent neighborhood and the Applicant team is working with the City to coordinate the widening of 89rd Avenue

Objective 1.H

Encourage the development or redevelopment of vacant or underutilized infill sites within the City.

Policy 1.H.3

Encourage infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools and shopping areas.

The site proposed for development is surrounded by existing, adjacent residential and commercial development. As an agricultural rural use, the site is underutilized and prime for development that will complement the surrounding uses. Municipal services and utilities are available; transportation improvements exist along Olive Avenue frontage and will be completed along 89th Avenue. Schools and shopping areas are available nearby in the adjacent commercial center that offers grocery, dining and neighborhood services.

Objective 1.M.

Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

Policy 1.M.1

Accommodate an adequate supply and mix of developable residential land to accommodate future housing needs.

The single-family residential community offers ownership opportunities in an established community environment and will contribute to the diverse housing mix offered in this area. While the proposed community is a small infill site of forty (40) lots, Garrett-Walker Homes is anticipating on offering eight (8) distinct residential standard plans. This achieves a significant mix of housing options in comparison to residential developments that are two, or three times the size of this proposed community by Garrett-Walker. Offering a gated community with a diverse selection of standard plan options illustrates Garrett-Walker Homes commitment to providing housing opportunities to persons of all income levels and ages.

Objective 1.N.

Support healthy residential developments that provide for safe and convenient access, open space and recreational opportunities, access to public schools and services and

protection from incompatible land uses*.*

Olive Avenue and 83rd Avenue provide safe and convenient local access to city-wide services, schools and recreational facilities. Olive Avenue provides direct access to Loop 101, the Aqua Fria Freeway, located ¼ mile to the west. Loop 101 provides direct access to Interstate 10.

Pioneer Community Park, a regional park facility is located one mile to the east providing recreation opportunities. Townley Park provides secured recreational facilities and play areas for residents, within a gated community.

The site is within the Peoria Unified School District #11. Students will attend Alta Loma Elementary School located at 9750 N. 87th Avenue. Students have a choice of attending either Peoria High School located at 11200 N. 83rd Avenue or Raymond S. Kellis High School, located at 8990 W. Orangewood Avenue. The schools are accessible via the local and arterial street system.

As mentioned above, a major grocer and restaurants, auto fuel and neighborhood services are provided in the immediate vicinity both west and north of the site.

Policy 1.N.1

Require adequate buffering to protect residential neighborhoods from intrusion by incompatible uses*.*

Townley Park has been carefully designed and planned to incorporate a buffer between the proposed residential neighborhood and the existing commercial use to the west. A landscape area ranging from 16.5' to 25.5' wide is provided along the west boundary to buffer the existing commercial property (with the one exception of Lot No. 25 in the southwest corner of the site which is oriented north-south in relation to the commercial development). While the zoning code requires a minimum 30' buffer, the proposed landscape buffer in combination with the adjacent 50' street provides a buffer ranging from 66.5' to 75.5'. In addition, evergreen trees will be planted in the buffer along the west side. At maturity, the trees will provide a 40' tall buffer to effectively screen the adjacent commercial uses.

<u>Existing Conditions</u>

The proposed project sits up higher than the property to the west and to the south. This situation is a result of previously processed and developed projects. This site was not incorporated into a master grading/utility plan when the adjacent sites were developed, as a result, this development or any future proposed development on this site, must find a design solution to the difference in elevation for connection to the existing infrastructure. Any development will have to deal with the fact that the existing sewer line in 89th Avenue is shallow, forcing the pad to be built up to allow the sewer to operate efficiently and meet City of Peoria minimum standards. Ideally, the sewer available on the north side of Olive Avenue would have been a better solution, however, a large existing drainage structure and other utilities in Olive Avenue restrict access. Additionally, the ultimate drainage outfall for the site should be the southeast corner. However, the site falls from the east to the west, which forces the grading design higher on the west than currently exists. This creates a pad that sits slightly above the surrounding parcels.

To accommodate the difference in height, a retaining wall will be required at the northwest corner of the site. The retaining wall will be located west and east of the emergency access. The wall on the west side of the access will be a retaining wall with a maximum height of 2' adjacent to the existing wall. The existing wall will have a minimum height of 6' on the access side. The wall on the east side of the access will be a primary perimeter wall 8' in height. See cross sections included in the Preliminary Grading and Drainage report.

A retaining wall will also be required along the south boundary, at the rear of Townley Park lots 23, 24 and 25. A new wall will be constructed adjacent to the existing Crosspointe subdivision wall; the south side of the wall will be painted to match the existing Crosspointe perimeter wall. The wall will be 6' in height on top of a 1'4" retaining wall. A similar condition will occur on the west side of Lot 25. A 2'0" retaining wall with a 6' wall on top of it will be constructed adjacent to the existing western perimeter wall; the west side of the wall will be painted to match the existing commercial complex. See the cross sections provided in the Preliminary Grading and Drainage Report. Lots with a finished floor elevation difference greater than 1'6" compared to the adjacent lot at the rear will be restricted to single story. Currently, lots 18 through 25 will be restricted to single story, this may be amended based on final grades on the construction documents.

The existing wall on the west boundary was installed at the time the commercial site was developed. The east side of the wall (facing the proposed residential development) was not finished to meet City of Peoria standards. This development will finish the east side with paint to match the proposed new perimeter walls. A band of color to match the band of integral block color on the proposed perimeter wall will be included.

3. ***Discuss your proposal's compatibility with the surrounding land use and zoning patterns. Include a list of surrounding zoning designations, land uses and conditions.***

Townley Park will have a positive impact on the surrounding properties as it provides a natural transition between various uses and has been designed to complement the existing conditions adjacent to it. As previously noted, the property is specifically located at the southwest corner of Olive Avenue, a major arterial and 89th Avenue, a collector roadway. The subject infill site is uniquely located and surrounded by existing single-family residential to the north, south and east. Adjacent to the west is an existing neighborhood commercial center anchored by a Fry's grocery store. The proposed residential infill is a natural transition for the residential projects to the south and east. The gated community is compatible with the existing projects, will generate limited traffic, and will be a great addition to the neighborhood. The uses and zoning categories for these adjacent properties are provided below.

Surrounding Existing Use and Zoning Designations			
	Existing Land Use Classification	**Existing Zoning**	**Existing Use**
North	Mixed-Use Commercial Community,	RM-1 and R1-8	Westgreen Townhomes and Westgreen Estates Residential

	Residential/Medium, and Residential/Low		Subdivision
South	Low Density Residential	PAD	Crosspointe Residential Subdivision Residential Density 3.14 du/ac
East		R1-8	Westgreen Estates Subdivision
West		C-2	Commercial Shopping Center

The neighborhood to the north is separated by a major arterial roadway. The shopping center to the west is buffered by a perimeter wall, landscaped open space and a residential street, where adjacent to the existing commercial building. The neighborhood to the east is buffered by landscaped open space in the southeast corner, and a landscaped buffer along the remaining eastern boundary, with lots backing or siding to the local roadway. Homes on the south boundary will back up to the Mattamy Homes Crosspointe subdivision, with a**n** existing 6' masonry wall on the property line.

As discussed above, the pad elevation of the proposed neighborhood is higher than the surrounding properties. On the south side, a retaining wall will be necessary and an additional wall will be built adjacent to the existing wall**,** along lots 23, 24 and 25. Lot 25 will have a retaining wall on the west side. The new wall will be 6' in height on the Townley Park side, providing an additional visual buffer for the lots to the south and the commercial site to the west. In addition, Lots 23, 24 and 25 will be limited to single story homes. A cross section is provided in the Preliminary Grading and Drainage Report, to illustrate the proposed condition.

At the northwest corner, a retaining wall will also be required on the west side of lot 1. The retaining wall will be 8' on the west elevation adjacent to the emergency access and 6' on the east side adjacent to the residence.

4. ***Indicate why the current zoning is not appropriate given the surrounding land use, zoning, and factors, which have changed since the current zoning was established.***

The site was annexed into the City of Peoria in August of 1983 and has been zoned Agriculture (AG) since that date, which is not suitable given the nature of this remnant, infill parcel. Further, the current AG zoning category is not consistent with the Goals and Policies of the Low Density Residential Land Use Element of the General Plan. All surrounding properties have been zoned and developed as residential and commercial uses. Townley Park is an opportunity to provide compatible development to the surrounding environment that meets the City of Peoria's goal by encouraging residential development on underutilized infill sites within the City. The design and scale of the development is appropriate for the area.

5. ***Describe any proposed unique designs considerations, beyond Zoning Ordinance requirements, which create compatibility between use and adjoining developments.***

Primary vehicular access is proposed to be a gated entry on 89th Avenue, a collector roadway, which eliminates the need for an additional point of vehicular access to Olive Avenue, an arterial roadway. The primary gated entry on 89th Avenue eliminates any additional congestion on Olive Avenue. Emergency access to Olive Avenue will be provided at the northwest corner of the development. The Townley Park community will be gated and compatible with the adjoining

gated Mattamy project to the south. Based on elevation changes, homes may be limited to single story along the south boundary to minimize the resulting elevation changes required. Garrett Walker Homes is offering eight plans with three elevations each, for a total pf 24 different options, fifteen color schemes to choose from and several unique roof options will provide an extensively diverse streetscape.

The Preliminary Plat Development Plan has been designed to increase compatibility with the existing commercial development to the west. As previously noted above, a landscape buffer is provided along the west boundary of the development to minimize impacts from the existing commercial property. This landscape setback is less than the 30' minimum zoning ordinance requirement; however, no residential lots back to the existing commercial center. Instead, the landscape buffer has been designed in concert and adjacent to the 50' internal loop road. As a result, all residential lots within Townley Park are separated by at least 66.5' feet from the existing commercial center property line, with the exception of Lot No. 25 in the southwest corner of the site and Lot No. 1 in the northwest corner. Further, all other residential homes in this development are at least 125' from the buildings in the existing commercial center. In addition, evergreen trees planted in the buffer will screen views to the west. This design solution increases compatibility beyond zoning ordinance requirements and the existing conditions in the recently approved and developed Crosspointe residential neighborhood.

The following design enhancements will provide a development compatible with surrounding properties that will meet the principles and guidelines outlined in the City's Design Review Manual, unless amended in this PAD.

A. Subdivision Design

1. Lot and Tract design
    a. No narrow tracts between lots
    b. Pie shaped lots do not have acute angles less than 45°
    c. Lot frontages are a minimum of 150' from arterial street intersections
    d. No lots are centered on a T-intersection to create light glare from automobiles
    e. No double frontage lots
    f. No flag lots
2. Crime Prevention through Environmental Design
    a. Windows and doors are provided on all four sides of homes
    b. Private entry to subdivision will prevent cut through traffic
    c. Access to adjacent subdivisions not applicable
    d. Landscaping will not create blind spots or hiding spots
    e. Open spaces and recreational areas are visible from nearby homes and local streets
3. Circulation
    a. Local streets do not exceed 1000'
    b. Traffic calming measures not applicable
    c. No four way street intersections provided
    d. Pedestrian connections via sidewalks provided along all streets
4. Streetscape
    a. Stamped or colored concrete or accent pavers will be provided at the entry
    b. A landscape median is provided at the entry

c. An entry monument is included
d. Trees and enhanced landscape is provided at the primary entry
e. Cul-de-sacs are not applicable
f. An attached sidewalk is currently developed along the arterial (Olive Ave); the sidewalk along the collector (89th Ave) will be developed according to the City's CIP project design drawings.
g. The sidewalk along the arterial is existing and does not meander
h. To the extent practical utilities and ground mounted equipment will be vaulted or screened from view through landscape and color treatment
i. Native vegetation and low water use plants will conform to the Phoenix Active Management Areas Low Water Using Plant List. An efficient water system will be provided

5. Useable Open Space
   a. 9% useable open space is exceeded, 10.4% is provided
   b. Useable open space is clearly delineated on the Landscape Master Plan
   c. Shade trees are provided along pedestrian connections
   d. Existing sidewalk connections are continued

B. Thematic Form

1. Walls and Fences
   a. Pedestrian access provided via sidewalks and trails
   b. Signage and walls consistent with thematic character
   c. Perimeter walls are constructed of decorative masonry block and incorporate design mitigations including decorative pilasters, wrought iron, color accents and textural changes. In addition, the wall design is complementary with the subdivision to the south.
   d. View fencing provided adjacent to open space
   e. Chain link fences will not be allowed
2. Lighting
   a. Up lit lighting will be provided at the primary entry
   b. Street lighting along Olive Avenue, an arterial, shall be screened to minimize glare
   c. Lighting shall be placed in useable open space to improve visibility and safety
3. Other Thematic Elements
   a. Not applicable - no drainage crossings
4. Clustered Mailboxes
   a. Clustered mailboxes are consistent with the thematic color
   b. Clustered mailboxes are located along the local street a minimum of 100 feet from collector and arterial intersections

C. Architectural Form

1. Design Profile
   a. To promote architectural diversity a minimum of two standard plans will be provided, *8 standard plan are proposed;* three elevations per standard plan will be provided, two different roof material types will be provided, *mission's' tile and flat tile are proposed;* a minimum of two different roof styles will be provided, *three roof styles are proposed, Dutch gabled, hipped, and gable;* and three different roof colors will be provided, 15 color schemes are proposed.

b. No more than two consecutive lots shall share the same standard plan and elevation.
c. To mitigate monotonous building elevations design solutions shall integrate façade articulation, variable building angles, eaves, parapets and the strategic placement of windows and doors will be employed in each elevation.
d. Each elevation shall integrate architectural embellishments including recessed windows or window projections, articulated facades and decorative moldings or pilasters to create shadow lines.
e. Not more than 60% of any front elevation shall occur on the same plane. A Façade Articulation Exhibit will be provided with the Design Review submittal.
f. Roof mounted HVAC equipment shall be prohibited.

2. Materials and Colors
    a. Townley Park will integrate multiple exterior materials including brick, stone and masonry.
    b. The development will provide a diversity of roof materials, colors and styles, in accordance with Table 2.
    c. Hillside lots not applicable.
    d. The use of reflective surfaces is prohibited.
    e. Exposed chimney flues must be consistent with the architectural character.
3. Garages and Driveways
    a. Driveways shall be 18' in length exclusive of curb and sidewalk.
    b. Driveways for three car garages shall incorporate alternative paving design elements. No three car garages proposed with the exception of tandem.
    c. The street view of a side entry garage shall appear as livable by using windows or other design elements. No side entry garages are proposed.
    d. Front-facing garages shall be offset 4' from the plane of the living area or other principle structure.
    e. Grouped driveways not applicable.

6. Provide general site information and describe unusual physical features or characteristics of the site, which present opportunities or constraints for development.

The subject site is former agricultural farmland and residential property. A portion of the west half of the property is currently in crop production and includes a storage area at the south end with farm equipment. The east portion of the property includes a residential house, large open grassy areas, mature trees, and animal shelters and fenced pens associated with canine agility training offered by the property owner. As an underutilized property, this application will result in demolishing existing structures in order to accommodate the proposed single-family residential development that will have a higher positive impact and overall benefit to the community.

Another unique site constraint in the development of this property is access onto Olive Avenue due to the proximity of the existing commercial development to the west and 89th Avenue to the east. An additional point of access on Olive Avenue would have very restricted turning movements due to City design standards, and presents significant accessibility challenges that cannot be overcome if the site was to be developed into a more intense development or use other than single-family detached housing. Circulation infrastructure is in place to facilitate orderly development of the site into the proposed single-family residential community.

Townley Park does not need an additional point of access on Olive Avenue, and, therefore, this small infill site presents the best opportunity for single-family development.

The previous discussion regarding the difference in elevation between this site and the surrounding property also presents an unusual feature that can best be mitigated with single-family development.

7. ***Other than the requested rezoning approval, what other approval processes are required to accomplish the development proposal?***
   Concurrent with the PAD Rezoning, this application also requests review and approval for a Preliminary Plat and Preliminary Landscape Open Space Plan. Final Plat submittal and Design Review (DR) submittal will also be required to accomplish the development proposal.

Exhibit G

Townley Park

Planned Area Development Standards and Guidelines Report

A Gated Single-Family Residential Community
Southwest Corner of 89th Avenue & Olive Avenue
Peoria, Arizona



Development
Plan Narrative
P16-0005
Z16-0002

Submitted to:
City of Peoria
Planning and Community
Development
9875 N. 85th Avenue
Peoria, AZ 85382

Submitted: February 2016
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Revised: June 2016
Revised: August 18 2016

PROJECT TEAM

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LOCAL • EXPERIENCED • QUALITY

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ENGINEERING, PLANNING AND LANDSCAPE ARCHITECTURE

EPS GROUP, INC.

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EPS GROUP

Table of Contents

I. Introduction 4

II. Development Overview & Request 4

III. PAD Request 5

IV. PAD Regulations 5

V. Legal Description of Property and Parcels 6

VI. Preliminary Plat Development Plan 6

VII. Project Phasing and Development Schedule 6

VIII. Permitted, Conditional and Accessory Uses 7

IX. PAD Development Standards and Guidelines 8

X. Circulation 12

XI. Residential Architecture 12

XII. Project Signage Standards 13

XIII. Slope Analysis 13

XIV. Preliminary Open Space Plan and Landscape Standards 14

XV. Maintenance of Streets and Common Areas 14

XVI. Infrastructure/Utilities 14

XVII. Summary 15

I. Introduction

The name is recently new to Phoenix metropolitan area, but the people behind Garrett-Walker Homes (Garrett-Walker) have been locally building homes for over 25 years. These home building professionals have nearly 100 years of combined experience in building quality homes throughout the state. The Garrett-Walker team members have been building homes in Arizona with an emphasis on family friendly floor plans, value and quality construction since the 1970's. This tradition continues today at Garrett-Walker Homes. Garrett-Walker Homes is a local, Arizona based company that values its contribution to support community growth and development of the local economy in the City of Peoria.

II. Development Overview & Request

The City of Peoria has number of high quality, residential developments. As the City grows, the variety within the available housing options will continue to grow. While the City has number of residential communities at the limits of the City's boundary, there are a limited number of small infill developments that offer traditional single-family detached homes. The purpose of this application, submitted on behalf of Garrett-Walker, is to expand housing opportunities for residents in an established and mature area of the City where resources and infrastructure are in place to facilitate orderly and efficient growth.

Townley Park is an infill property consisting of approximately 10.1 gross acres at the southwest corner of 89th Avenue and Olive Avenue in the City of Peoria. Garrett-Walker desires to develop a gated residential community consisting of forty (40) single-family detached residential lots. To facilitate the development of the property, this application consists of two requests. The first request is for a Rezoning from the current zoning designation of Agricultural (AG) to Planned Area Development District (PAD). Concurrent with the PAD Rezoning, the second request is for review and approval of a Preliminary Plat and Preliminary Landscape Open Space Plan. The effect of these entitlement requests will initiate a residential development plan for 40 single-family residential lots on a small undeveloped infill parcel that is surrounded by previously-developed property. Townley Park has been designed to be compatible with the surrounding area. An Aerial Location Map highlighting the project site and surrounding area is enclosed as **Exhibit 1.**

Project Data	
A.P.N.	142-35-003E
Current Land Use	Undeveloped / Agricultural / Residential Home
Existing General Plan Land Use Designation	Low Density Residential 2.0-5.0 du/ac, target density 3.0 du/ac
Current Zoning District	Agricultural (AG)
Proposed Zoning District	Planned Area Development (PAD)
Gross Site Area	10.1 Acres
Net Site Area	8.9 Acres
Total No. of Lots	40
Residential Density	3.96 du/ac. (gross)
Council District	Pine, Carlo Leone

III. PAD Request

In accordance to the City of Peoria's Zoning Ordinance, the PAD district is intended to provide an alternative zoning district to the conventional zoning and development processes in the City in order that within this designated District the following goals must be achieved:
(City of Peoria Zoning Ordinance, Article 14-33-1)

- to enhance the City's development growth in order that the public health, safety, and general welfare be enhanced as Peoria increasingly urbanizes;

- to encourage innovations in residential, commercial, and industrial development so that greater opportunities for better housing, recreation, shopping and employment, may extend to all citizens and residents of Peoria;

- to reflect changes in the technology of land development;

- to encourage a more creative approach in the utilization of land in order to accomplish a more efficient, aesthetic, and desirable development which may be characterized by special features of the geography, topography, size or shape of a particular property; and

- to provide a compatible and stable developed environment, in harmony with that of the surrounding area.

The Townley Park residential development meets and achieves all the above goals in for a PAD district designation as outlined in this application request.

IV. PAD Regulations

The City of Peoria's Zoning Ordinance requires that all Planned Area Developments shall be between 10 acres and 600 acres in size. As previously noted, the overall gross site area is approximately 10.1 acres, which is slightly above the 10-acre requirement. The Townley Park property was part of a PAD rezoning application in 2008 to facilitate the development of a 224 unit multifamily project on 10.1 acres (Z07-07). Although the case was not processed to a conclusion and was withdrawn, the same 10.1 gross acres that is the subject of this request were processed as a PAD in that case. As such, we hope that the City finds that a waiver is unnecessary. However, were a waiver required, we believe such waiver would be in the public interest and meets one or more of the following conditions:

a. **Unusual physical features of the property itself or of the surrounding area are such that development under the standard provisions of this Ordinance would not be appropriate in order to conserve a physical or terrain feature of importance to the neighborhood or community.**

b. The property is adjacent to or across the street or alley from property which has been developed under the provisions of this section and will contribute to the amenities of the area.

*c. **The use of the P.A.D. concept will encourage the use of otherwise undevelopable property, particularly in the case of small undeveloped parcels surrounded or partially surrounded by developed property.***

*d. **The property is located within the Infill Incentive District.***

The bolded sections above serve to justify a wavier for the Townley Park PAD, as well as the 89th Avenue Capital Improvement Project (EN-00472) which directly affects the net acreage of the site with the dedication of 30 feet of right-of-way along 89th Avenue. The use of the PAD will enable the applicant to develop this small project as an intimate, gated community that is surrounded by existing development. By deviating from the conventional single-family standards, the PAD tool will facilitate a project that has self-contained amenities and streets, and will provide for new single-family development consistent with the single-family character of the immediate area, and as contemplated in the General Plan- which the current AG zoning does not reflect. Further, although the Infill Incentive District is no longer available for use, the District was utilized in the approval of the 91st and Bulter PAD (Z06-08) that borders this property to the south (now known as "Crosspointe"). This Property has many of the same infill characteristics that justify the use of the PAD. As highlighted in ***italic bold*** above, Townley Park, meets three (3) out of four (4) applicable conditions for the 10-acre minimum requirement to be waived- where only one would be required. If this development were to be defined by the net site area of 8.9 acres, it would also be affected by the additional right-of-way dedication from the adjacent 89th Avenue Capital Improvement Project (EN-00472).

V. Legal Description of Property and Parcels

The property is a portion of Northwest Quarter of the Northwest Quarter of Section 34, Township 3 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona, and is identified as Maricopa County Tax Assessor Parcel Number (APN) 142-35-003E, and a Legal Description and Parcel Map are included as **Exhibit 2.**

VI. Preliminary Plat Development Plan

This property has remained underutilized and underdeveloped for many years while the area surrounding the property is well developed. The enclosed Preliminary Plat Development Plan illustrates how the residential community has been designed to minimize impacts from the existing commercial development to the west and to harmonize with existing residential development to the south and east.

As previous outlined, the proposed development plans by Garrett-Walker consists of forty (40) single-family detached residential lots, which will be a typical lot size of 45'x115', 5,175 square feet. The development plan incorporates a rectangular street and lot design layout to work efficiently and to provide compatibility to the surrounding area. A pedestrian oriented neighborhood amenity has been centrally located within the community to attract people and foster social interaction among residents. A secondary amenity with a play turf area is provided in the southeast corner. The Preliminary Plat Development Plan is included as **Exhibit 3**.

VII. Project Phasing and Development Schedule

Townley Park is proposed to be developed and built in one (1) phase. Garrett-Walker Homes expects to begin construction in early 2017 dependent upon timeframes associated with the

final plat process and residential market conditions.

VIII. Permitted, Conditional and Accessory Uses

Permitted, Conditional and Accessory Use shall be in accordance with City of Peoria Zoning Ordinance Article 14-5, except as modified herein.

14-5-2 Permitted Principal Uses

A. One detached single-family dwelling per lot (Ord. No. 93-12).

B. Group Homes, in accordance with provisions of Article 14-3, General Provisions Section 14-3-12, "Group Homes, Day Care Group Homes, Group Care Facilities and Community Residential Setting Facilities," Subsection 14-3-12(A). (Ord. No. 02-85)

C. Churches, synagogues, temples, chapels, or similar places of worship, and related facilities, subject to review and approval of vehicular access by the City Engineer. (Ord. No. 02-19)

D. Public utility buildings, uses, structures, equipment and storm water retention areas; provided that repair or storage facilities in connection there with are expressly prohibited. (Ord. No. 04-207)

14-5-3 Permitted Conditional Uses

A. Day Care Group Homes with five (5) or more children, in accordance with provision of Article 14-3, General Provision, Section 14-3-12, "Group Homes, Day Care Group Homes, Group Care Facilities, and Community Residential Setting Facilities," subsection 14-3-12 (B), "Day Care Group Homes" and upon a finding by the Planning and Zoning Commission, that such homes will be operated in a manner that is compatible with and not detrimental to, adjacent properties or the neighborhood in general. (Ord. No. 02-85)

B. Group Care Facility or Community Residential Setting Facility in accordance with provision of Article 14-3, General Provision, Section 14-3-12, "Group Homes, Day Care Group Homes, Group Care Facilities, and Community Residential Setting Facilities," subsection 14-3-12 (C) "Group Care Facilities and Community Residential Setting Facilities. (Ord. No. 02-85)

14-5-4 Permitted Accessory Uses

A. Any accessory use customarily incidental to a permitted principal use.

B. Off-street parking serving a permitted principal use, in accordance with Article 14-23.

C. Private garage or carport for storage or parking of vehicles.

IX. PAD Development Standards and Guidelines

Townley Park has been carefully designed to ensure compatibility with the surrounding area. The proposed development design makes excellent use of the infill property. The proposed PAD Development Standards and Guidelines accommodate a single-family detached residential

product that needs to fit the unique site parameters of a small infill site. The PAD Development Standards and Guidelines are listed and summarized below.

Development Standards	
Residential Density (gross)	3.96 du/ac
Minimum Lot Area (sq ft)	5,000
Minimum Lot Size (ft.)	
Width	45
Depth	110
Maximum Lot Coverage (%)	50%
Maximum Height (ft) / Stories	30' / 2-Stories[1]
Minimum Front Setback (ft)	
Side-entry garage	10
Livable Area	10
Front Facing Garage	20
Minimum Side Yard Setbacks (ft)	5 & 5
Minimum Rear Setback (ft)	15'/20'[2]
Perimeter Landscape Setbacks (ft)	
Olive Avenue	10
89th Avenue	8
Adjacent to Commercial [3]	20 average; 10' min.
Minimum Amount of Useable Open Space of Gross Project Area (%)	9

[1]Lots with a finished floor elevation difference greater than 1'6" compared to the adjacent lot at the rear will be restricted to single story. Currently, lots 18 through 25 will be restricted to single story, this may be amended based on final grades on the construction documents.
[2]Rear setback of 20' will be required for two story homes along the south boundary (lots 16-25).
[3]The landscape setback does not apply adjacent to Lot No. 25 (southwest corner of the site).

A. Residential Density

Residential Density is 3.96 du/ac and is based upon an approximate gross site area of 10.1 acres and 40 residential lots.

B. Minimum Lot Area.

Minimum Lot Area is 5,000 square feet.

C. Minimum Lot Size.

Minimum lot width is 45' and minimum lot depth is 110'. These minimum sizes account for when the street and lot design limits the typical lot size of 45'x115'.

D. Lot Coverage.

The Lot Coverage for the development shall be a maximum of 50%. As previously noted, Garrett-Walker Homes is offering eight (8) distinct residential standard plans, which exceeds the two (2) minimum standard plan requirement for developments that have between 10 and 49 lots. Not all residential plans are anticipated to reach the maximum 50% lot coverage threshold.

E. Building Heights

Building heights shall be a maximum of 30 feet / 2-stories. Lots with a finished floor elevation difference greater than 1'6" compared to the adjacent lot at the rear will be restricted to single story. Currently, lots 18 through 25 will be restricted to single story, this may be amended based on final grades on the construction documents.

F. Setbacks

Minimum front setback shall be 10' for side entry garage, 10' for livable area, and 20' for front facing garage. Minimum side yard setbacks shall be 5' & 5' and minimum rear setback shall be 15'.

G. Perimeter Landscape Setbacks

Minimum Perimeter Landscape Setbacks along Olive Avenue is 10', and is 8' along 89th Avenue. The landscape setback adjacent to the existing commercial development to the west ranges from 16.5' to 25.5' wide. The proposed landscape buffer in combination with the adjacent 50' street provides a buffer ranging from 66.5' to 75.5'. The landscape setback does not apply adjacent to Lot No. 25 (southwest corner of the site).

H. Minimum Amount of Useable Open Space

The minimum amount of useable open space is 9% of gross project area for developments with lots less than 10,000 square feet. This site includes approximately 45,698 square feet (1.05 acres) or 10.4% of useable open space, and is based upon gross project area of 10.1 acres.

I. Roadway Standards

55' of right-of-way will be dedicated for Olive Avenue (arterial), which has already been improved. 30' of right-of-way will be dedicated for 89th Avenue in accordance to CIP Project No. EM-00472. All local streets will be privately maintained and will be constructed in accordance to City of Peoria standards.

J. Parking

Parking shall conform to Article 14-23 of the City of Peoria Zoning Ordinance for single-family detached residential development.

K. Lighting

Lighting shall conform to City of Peoria Section 14-3-2.F of the City of Peoria Zoning Ordinance. Street Lighting shall conform to City of Peoria Street Lighting Standards for single-family detached residential development

L. Screening, Fencing and Walls

Screening, Fencing and Walls shall conform to Section 14-3-5 of the City of Peoria Zoning Ordinance and to the City's Single-Family Detached Residential Design Review Manual.

M. Enhanced Design Review Standards

Residential Standard Plans shall conform to City of Peoria Single-Family Detached Residential Design Review Manual, or as outlined in this PAD as more particularly set forth below. Further, as a gated-community with private streets, the proposed development of

Townley Park goes beyond the City's enhancements in the Design Review Manual that will create a quality, intimate and contained infill neighborhood.

The following design enhancements will provide a development compatible with surrounding properties that will meet the principles and guidelines outlined in the City's Design Review Manual.

A. Subdivision Design

1. Lot and Tract design
    a. No narrow tracts between lots
    b. Pie shaped lots do not have acute angles less than 45°
    c. Lot frontages are a minimum of 150' from arterial street intersections
    d. No lots are centered on a T-intersection to create light glare from automobiles
    e. No double frontage lots
    f. No flag lots
2. Crime Prevention through Environmental Design
    a. Windows and doors are provided on all four sides of homes
    b. Private entry to subdivision will prevent cut through traffic
    c. Access to adjacent subdivisions not applicable
    d. Landscaping will not create blind spots or hiding spots
    e. Open spaces and recreational areas are visible from nearby homes and local streets
3. Circulation
    a. Local streets do not exceed 1000'
    b. Traffic calming measures not applicable
    c. No four way street intersections provided
    d. Pedestrian connections via sidewalks provided along all streets
4. Streetscape
    a. Stamped or colored concrete or accent pavers will be provided at the entry
    b. A landscape median is provided at the entry
    c. An entry monument is included
    d. Trees and enhanced landscape is provided at the primary entry
    e. Cul-de-sacs are not applicable
    f. An attached sidewalk is currently developed along the arterial (Olive Ave); the sidewalk along the collector (89th Ave) will be developed according to the City's CIP project design drawings.
    g. The sidewalk along the arterial is existing and does not meander
    h. To the extent practical utilities and ground mounted equipment will be vaulted or screened from view through landscape and color treatment
    i. Native vegetation and low water use plants will conform to the Phoenix Active Management Areas Low Water Using Plant List. An efficient water system will be provided
5. Useable Open Space
    a. 9% useable open space is exceeded, 10.4% is provided
    b. Useable open space is clearly delineated on the Landscape Master Plan
    c. Shade trees are provided along pedestrian connections
    d. Existing sidewalk connections are continued

B. Thematic Form

1. Walls and Fences
    a. Pedestrian access provided via sidewalks and trails
    b. Signage and walls consistent with thematic character
    c. Perimeter walls are constructed of decorative masonry block and incorporate design mitigations including decorative pilasters, wrought iron, color accents and textural changes. In addition, the wall design is complementary with the subdivision to the south.
    d. View fencing provided adjacent to open space
    e. Chain link fences will not be allowed
2. Lighting
    a. Up lit lighting will be provided at the primary entry
    b. Street lighting along Olive Avenue, an arterial, shall be screened to minimize glare
    c. Lighting shall be placed in useable open space to improve visibility and safety
3. Other Thematic Elements
    a. Not applicable - no drainage crossings
4. Clustered Mailboxes
    a. Clustered mailboxes are consistent with the thematic color
    b. Clustered mailboxes are located along the local street a minimum of 100 feet from collector and arterial intersections

C. Architectural Form

1. Design Profile
    a. To promote architectural diversity a minimum of two standard plans will be provided, *8 standard plan are proposed;* three elevations per standard plan will be provided, two different roof material types will be provided, *mission's' tile and flat tile are proposed;* a minimum of two different roof styles will be provided, *three roof styles are proposed, Dutch gabled, hipped, and gable;* and three different roof colors will be provided, 15 color schemes are proposed.
    b. No more than two consecutive lots shall share the same standard plan and elevation.
    c. To mitigate monotonous building elevations design solutions shall integrate façade articulation, variable building angles, eaves, parapets and the strategic placement of windows and doors will be employed in each elevation.
    d. Each elevation shall integrate architectural embellishments including recessed windows or window projections, articulated facades and decorative moldings or pilasters to create shadow lines.
    e. Not more than 60% of any front elevation shall occur on the same plane. A Façade Articulation Exhibit will be provided with the Design Review submittal.
    f. Roof mounted HVAC equipment shall be prohibited.
2. Materials and Colors
    a. Townley Park will integrate multiple exterior materials including brick, stone and masonry.
    b. The development will provide a diversity of roof materials, colors and styles. In accordance with Table 2.
    c. Hillside lots not applicable.

d. The use of reflective surfaces is prohibited.
e. Exposed chimney flues must be consistent with the architectural character.

3. Garages and Driveways
   a. Driveways shall be 18' in length exclusive of curb and sidewalk.
   b. Driveways for three car garages shall incorporate alternative paving design elements. No three car garages proposed with the exception of tandem.
   c. The street view of a side entry garage shall appear as livable by using windows or other design elements. No side entry garages are proposed.
   d. Front-facing garages shall be offset 4' from the plane of the living area or other principle structure.
   e. Grouped driveways not applicable.

N. Accessory Buildings

Accessory Buildings shall conform to Section 14-3-3.A of the City of Peoria Zoning Ordinance.

X. Circulation

The existing circulation system of the area supports the proposed single-family residential development at this location. Primary access into the development is provided from 89th Avenue. Secondary emergency access is located at the northwest corner of the site with access to Olive Avenue. The emergency access will be a minimum of 20' in width and have an all-weather surface to accommodate emergency vehicles. All local streets will be constructed in accordance with the City of Peoria design standards, and privately maintained by the HOA. Arterial and local street cross sections are further detailed on the Preliminary Plat. A Traffic Impact Analysis has been enclosed with this application submittal.

XI. Residential Architecture

Building elevations and floor plans are in the preliminary design phase. Final architectural elevations, floor plans and details will be provided for the City's consideration and Design Review action prior to a request for building permits for any of the residential units. Building architecture will be consistent with, or exceed, the City's Residential Architectural Form Guidelines as outlined in the Design Manual.

Standard Plans, Materials and Colors	
	Between 10-49 Lots
Number of Roof Colors Required	Minimum of 3 different roof colors.
Number of Roof Styles Requirerd[1]	Minimum of 2 different roof styles.
Number of Roof Material Types Required[2]	Minimum of 2 different roof material types.
Number of Standard Plans Required[3]	Minimum of 2 standard plans.

[1]Roof styles include, but are not limited to, pitched, hip, flat, gambrel and mansard.

[2]All asphaltic shingles shall be considered one material type. Clay and concrete tiles shall be considered one material type. However, alternating tile types (i.e. flat tile and mission tile) may be considered as different roof material types.

[3]A minimum of three (3) elevations is required per standard plan (20-78-3.II.C.1.a)

Garrett Walker Homes anticipates that the home products in Townley Park will range in size from 1,316 to 3,021 square feet, built on a typical lot size of 5,355 square feet. The project will cater to buyers that include both first time and move-up buyers. Garrett Walker Homes will offer eight standard plans with three elevations each, which far exceeds the minimum of two standard plan requirement for developments that have between 10 and 49 lots that will yield a community that has an emphasis on diversity.

Conceptual elevations are provided in the Appendix as illustrative examples. Final elevations will be determined at the time of construction and are subject to the City's design review process. The following descriptions highlight the various elevations.

'D' elevations are Spanish style with gabled roofs and an angled stucco fascia. Corbel details at the gabled tails and wrought iron crosses at the gable ends add interest. Simple popouts anchor the home at the corners. This elevation will come with an 'S' profile roof tile.

'E' elevations are a Craftsman style with dutch gabled rooflines, board and batten siding and bracket details. Decorative 'Z' shutters are featured on several elevations, A 'Flat' profile 'Shake' roof tile has been chosen for this elevation.

'F' elevations are a Desert Prairie style with hipped roofs and simple, more contemporary stucco pop-out ornamentation. Optional stone half and full columns will be offered. A 'Flat', 'Slate' profile roof tile has been chosen for this elevation.

There will be 15 exterior color schemes from which to choose. Each elevation has a choice of five specific color schemes selected for that particular style. Premium Boral brand of roof tile will be used and each color scheme has its own unique roof tile profile and color selections. This variety in paint and roof tile furthers the diversity of the streetscape. Color schemes are provided in the Appendix.

All homes include a front yard landscape package with an automatic timer, with the option to upgrade. A multitude of other options for homebuyers to personalize their new homes is offered: garage doors and windows, stone/brick veneer, window coverings, driveway finishes and front doors.

XII. Project Signage Standards

Project monument signage for Townley Park is illustrated on the Preliminary Landscape Plans enclosed with this application. An entry monument with signage is proposed at the gated entry at 89th Avenue and Townley Avenue to provide a strong sense of arrival into the community. The impressive design monument includes a 6-foot high cmu sign wall of standard vertical score cmu block and community signage that is anchored by split face cmu block columns. The entry monument is further accentuated by decorative columns on each end that feature decorative concrete pots with steel agave sculptures. All proposed monument signage shall be in accordance to Article 14-34 of the City's Zoning Ordinance.

XIII. Slope Analysis

As previously noted, the subject site is former farmland and residential property. The natural

grade and elevation of the property is relatively flat with approximately two feet of fall from the northeast corner to the southwest corner of the site. A slope determination study and analysis for the property is not applicable as the site is less than 10% in slope.

XIV. Preliminary Open Space Plan and Landscape Standards

Preliminary Open Space - An Illustrative Landscape Open Space Plan has been designed and enclosed for review and approval with this application. Although the property is a relatively small infill parcel, providing a centralized amenity and open space area, easily accessible to all residents, is a critical design element for the development. The centralized open space area will provide residents with an opportunity to interact, socialize and gather as family and friends, creating a greater sense of community and togetherness. Additional useable open space area has been incorporated in the southeast portion of the development to provide further recreational opportunities for community residents. Open space has been designed to accommodate connectivity, facilitate buffers and provide passive and active areas for adults and children that include a tot-lot and ramada amenity area. ***The total open space area includes approximately 1.05 acres, or 10.4% of the gross project area, where only 9% is required.***

Landscape Standards - The Illustrative Landscape Masterplan depicts plant material and ground cover along the Olive Avenue, 89th Avenue and within open space tracts. Plant and ground materials include a variety of tree, shrub/accent and ground covers, selected to provide year round color, texture and ease of maintenance. All proposed landscape standards, plant material and ground cover for Townley Park shall be in accordance to Article 14-35 of the City's Zoning Ordinance.

XV. Maintenance of Streets and Common Areas

A Homeowner's Association (HOA) will be created to own, manage, and maintain all common areas, private streets and open space facilities on a regular and frequent basis. In addition to these tracts, the HOA will assume the maintenance responsibility for landscaping within the public right-of-way. All landscaped tracts, open space and retention areas, and private streets will be maintained by the HOA.

XVI. Infrastructure/Utilities

This application request will not adversely affect municipal and private facilities and services. Similarly, this PAD request will not have an adverse effect on existing or future public and private open space, recreation, schools or library facilities. The following list identifies public and private services for Townley Park:

Water: City of Peoria.

Wastewater: City of Peoria.

Power: Salt River Project.

Gas: Southwest Gas.

Solid Waste: City of Peoria.

Grading/Drainage/Retention: Pursuant to City of Peoria Infrastructure Design Guidelines (dated 01/2014).

Schools: Peoria Unified School District #1. There is an existing donation agreement with the District that contemplates multi-family housing on this property. In connection with the entitlement process, the Applicant will enter into an updated donation agreement with the District to update the land plan and provide for a per-rooftop donation amount for each single-family home.

Police: City of Peoria.

Fire: City of Peoria.

XVII. Summary

The PAD Rezoning and Preliminary Plat applications are the next step in the development process to put this site to a contributing use and allow for the development of a gated single-family residential community that complies with the vision, goals and policies of the City's General Plan. The proposed development provides an opportunity for the City to increase compatible single-family detached residential development in the area that is in the best interest of the residents and provides a new and more diverse living space as a benefit to the community. We respectfully request review from the City of Peoria for the requested PAD Rezoning and Preliminary Plat applications. We look forward to working with the City of Peoria on this exciting development.

APPENDIX EXHIBITS

1. Aerial Location Map

2. Legal Description & Parcel Map

3. Preliminary Plat

4. Architectural House Elevations

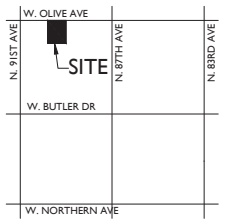
5. Preliminary Landscape Design Package

EXHIBIT 1



VICINITY MAP

N.T.S.



PROJECT TEAM

PROPERTY DEVELOPER:
GARRETT-WALKER HOMES
1838 WEST PARKSIDE LANE, SUITE 200
PHOENIX, AZ 85027
TEL: (480)-607-6580
CONTACT: RICK TAYRIEN

PLANNER, ENGINEER, AND LANDSCAPE ARCHITECT:
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JOHN MCGHEE, PE / DREW HUSETH, AICP

APPLICANT / ZONING ATTORNEY:
BERGIN, FRAKES, SMALLEY & OBERHOLTZER, PLLC
4455 EAST CAMELBACK ROAD, SUITE A-205
PHOENIX, AZ 85018
TEL: (602)-888-7860
CONTACT: CAROLYN OBERHOLTZER

PROJECT INFORMATION

LOCATION	SWC OLIVE AVE AND 89TH AVE
APN	142-35-003-E
GENERAL PLAN	LOW DENSITY RESIDENTIAL 2.0-5.0 DU/AC
EXISTING ZONING	AGRICULTURAL (AG)
PROPOSED ZONING	PLANNED AREA DEVELOPMENT (PAD)
GROSS AREA	10.1 AC.
NET AREA	8.9 AC.

NORTH

NOT TO SCALE

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

SWC OLIVE AVE & 89TH AVE

Peoria, AZ

Aerial Location Map

1/28/2016

EPS GROUP

EXHIBIT 2

[redacted]

Exhibit 'A'
Legal Description
Southwest Corner of
89th Avenue & Olive Avenue

Job No. 15-343 January 26, 2016

Commencing at a brass cap in handhole marking the northwest corner of Section 34, Township 3 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, from which point a brass cap in handhole at the north quarter-corner of said Section 34 bears North 89 degrees 23 minutes 25 seconds East, 2641.31 feet;

thence along the north section line of said Section 34 North 89 degrees 23 minutes 25 seconds East, 747.01 feet to the POINT OF BEGINNING;

thence continuing along said north section line North 89 degrees 23 minutes 25 seconds East, 573.65 feet;

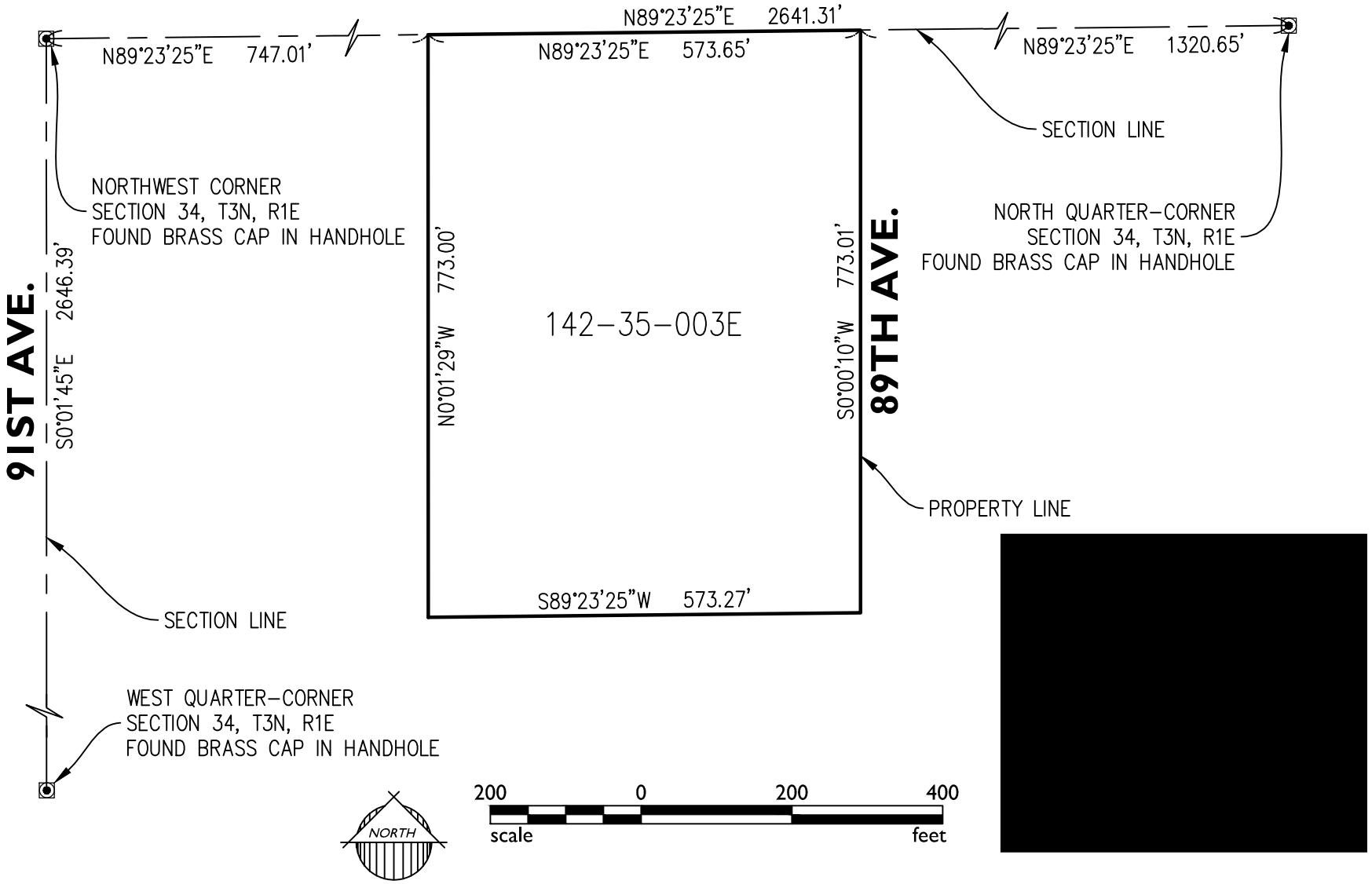
thence South 0 degrees 00 minutes 10 seconds West, 773.01 feet;

thence South 89 degrees 23 minutes 25 seconds West, 573.27 feet;

thence North 0 degrees 01 minutes 29 seconds West, 773.00 feet to the POINT OF BEGINNING.

Contains 10.1759 acres, more or less.

[redacted]



www.epsgroupinc.com

15-343

SOUTHWEST CORNER OF 89TH AVENUE & OLIVE AVENUE

A PORTION OF THE NORTHWEST QUARTER OF SECTION 34, T3N, R1E
JANUARY 26, 2016

EPS GROUP

Maricopa County Parcels



Parcel:	142-35-003E	**Report Date:**	11/23/2015
Owner:	ROUSSEAU PROPERTIES LLLP	**Unique Location Characteristics:**	
Property Address:	8901 W OLIVE AVE PEORIA 85345	**Lot Size:**	411,366
Local Jurisdiction:	PEORIA	**Main Living Area:**	
MCR:		**Construction Year:**	
Subdivision Name:		**Improvement Class:**	
Lot:		**Bath Fixtures:**	
Elementary School:	PEORIA USD	**Parking:**	
High School:	PEORIA USD	**Pool:**	
2016 FCV:	$281,537	**Last Sale Price/Sale Date:**	/

Disclaimer: The data contained in this database is deemed reliable but not guaranteed. This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of this data; however, this material may be slightly dated which would have an impact on its accuracy. The Maricopa county Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data.

EXHIBIT 3

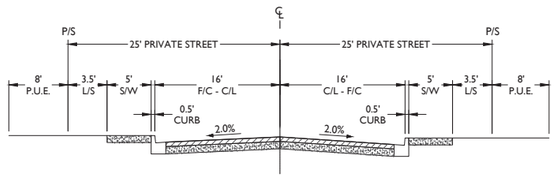
PRELIMINARY PLAT
FOR
TOWNLEY PARK

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, T.3 N. R.1 E., GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Lot Table	
Lot #	Area
1	5143.08
2	5115.59
3	5175.00
4	5310.00
5	5310.00
6	5310.00
7	5168.79
8	7341.01
9	8712.82
10	7829.87
11	5259.24
12	5256.13
13	5234.48
14	5212.82
15	5191.17
16	6762.16
17	5206.18
18	5241.69

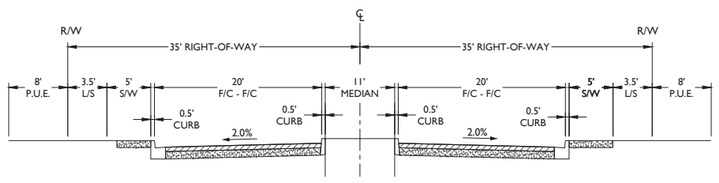
Lot Table	
Lot #	Area
19	5308.26
20	5308.26
21	5308.26
22	5308.26
23	5303.41
24	5159.95
25	5915.62
26	5277.50
27	5175.00
28	5175.00
29	5175.00
30	5175.00
31	5277.50
32	5175.00
33	5175.00
34	5175.00
35	5277.50
36	5175.00

Lot Table	
Lot #	Area
37	5175.00
38	5175.00
39	5175.00
40	5277.50
TOTAL AREA 219,427.05 SQ FT.	



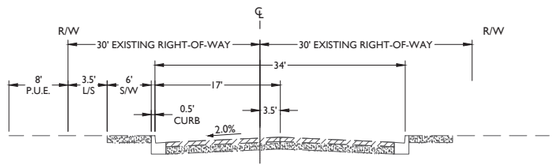
LOCAL PRIVATE STREET

N.T.S



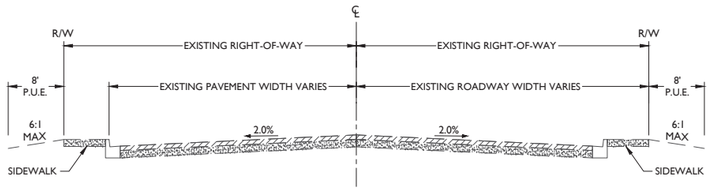
ENTRY STREET - TOWNLEY AVE

N.T.S



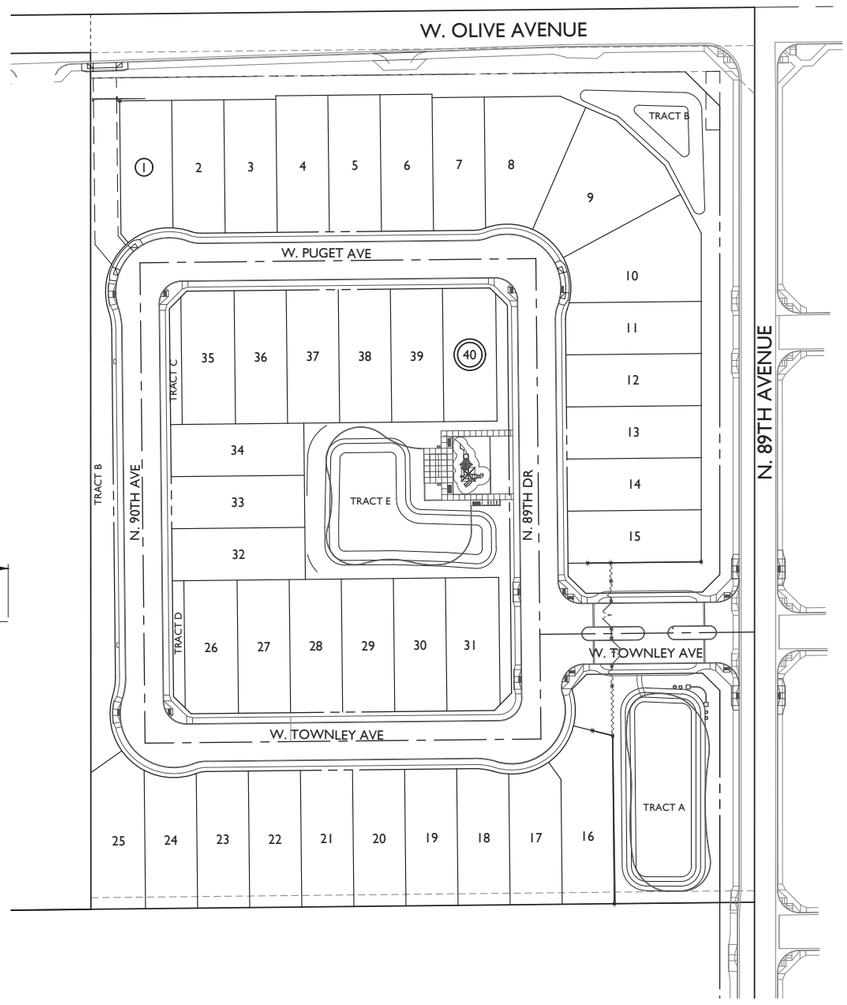
89TH AVE (LOOKING NORTH)
PER - CIP. PROJECT # EM - 00472

N.T.S



W. OLIVE AVE (LOOKING WEST)

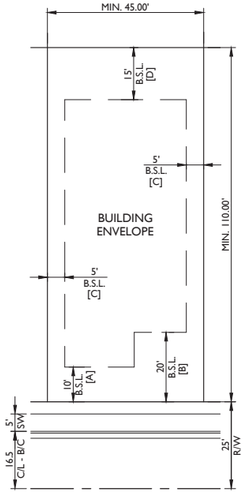
N.T.S





N.T.S.

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE / USABLE OPEN SPACE / RETENTION	19703	0.45
B	LANDSCAPE	36883	0.85
C	LANDSCAPE	1050	0.02
D	LANDSCAPE	1050	0.02
E	LANDSCAPE / USABLE OPEN SPACE / AMENITY / RETENTION	25995	0.60
	TOTAL TRACT AREA	84681 SF	1.94 AC
	TOTAL USABLE OPEN SPACE AREA	45698 SF	1.05 AC



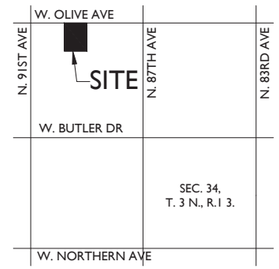
TYPICAL LOT DIAGRAM

45' x 110'

N.T.S

VICINITY MAP

N.T.S.



PROJECT TEAM

PROPERTY DEVELOPER:
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PHOENIX, AZ 85018
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CONTACT: CAROLYN OBERHOLTZER

PROJECT INFORMATION

LOCATION	SWC OLIVE AVE AND 89TH AVE
APN	142-35-003-E
GENERAL PLAN	LOW DENSITY RESIDENTIAL 2.0-5.0 DU/AC
EXISTING ZONING	AGRICULTURAL (AG)
PROPOSED ZONING	PLANNED AREA DEVELOPMENT (PAD)
GROSS AREA	10.1 AC.
NET AREA (NET AREA IS GROSS AREA LESS OLIVE ROAD & 89TH R / W)	8.9 AC.
NO. OF LOTS	40
GROSS DENSITY:	3.96 DU/AC
NET DENSITY:	4.49 DU/AC
USEABLE OPEN SPACE:	1.05 AC (10.4% GROSS AREA)

GENERAL NOTES

1. THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
2. LOT DIMENSIONS ARE APPROXIMATE, FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAT.
3. ALL ROADS WILL BE CONSTRUCTED TO CITY OF PEORIA MINIMUM STANDARDS AS MODIFIED HEREIN.
4. THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS.
5. THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
6. DRAINAGE CONCEPTS ARE SHOWN THE PRELIMINARY GRADING PLAN.

UTILITIES

WATER / SEWER	CITY OF PEORIA
GAS	SOUTHWEST GAS
ELECTRIC	SALT RIVER PROJECT (SRP)
TELEPHONE	CENTURYLINK / COX
CABLE	CENTURYLINK / COX

BASIS OF BEARING

NORTH LINE OF THE NORTHWEST 1/4 OF SEC. 34, T.3 N., R.1 E., BEARING: N89°23'25"E

SHEET INDEX

SHEET ONE	CS01	COVER SHEET
SHEET TWO	PP01	EXISTING CONDITIONS SURVEY
SHEET THREE	PP02	PRELIMINARY PLAT
SHEET THREE	UT01	UTILITY PLAN

PAD DEVELOPMENT STANDARDS

(TYPICAL LOT DIAGRAM TO THE LEFT)

MIN. INDIVIDUAL LOT AREA	5,000 SQ. FT.
MIN. LOT WIDTH	45'
MIN. LOT DEPTH	110'
MAX. BUILDING HEIGHT	30' / 2 - STORIES
MAX. LOT COVERAGE	50%
BUILDING SETBACKS	
FRONT (LIVABLE) [A]	10'
FRONT (SIDE - ENTRY GARAGE [A]	10'
FRONT (FACING GARAGE) [B]	20'
SIDE YARD [C]	5' & 5' (10' TOTAL)
REAR [D]	15'

EPS GROUP
2045 S. Vineyard Ave, Suite 101
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project:
TOWNLEY PARK
PEORIA, AZ

COVERSHEET

Revisions:
FEBRUARY 8, 2016 - 1ST PRE-PLAT SUBMITTAL
MAY 2, 2016 - 2ND PRE-PLAT SUBMITTAL
JUNE 27, 2016 - 3RD PRE-PLAT SUBMITTAL
AUGUST 18, 2016 - 4TH PRE-PLAT SUBMITTAL

Call at least two full working days before you start excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: DCH
Drawn by: DCH

EXPIRES: 06-25-2018

Job No.
15-343

CS01

Sheet No.
1
of 4

15-343

SCHEDULE B DOCUMENTS:

4 AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 8181, PAGE 24.
NO EASEMENT IS DESCRIBED THEREIN.

5 AN EASEMENT FOR ROAD OR HIGHWAY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 90-379989 OF OFFICIAL RECORDS.
AFFECTS SUBJECT PROPERTY. PLOTTED AND SHOWN HEREON.
(TO BE ELIMINATED W / 55' R/W DEDICATION)

6 A PLAT RECORDED IN BOOK 30, PAGE 57 OF ROAD MAPS, PURPORTING TO SHOW A COUNTY ROADWAY.
AFFECTS SUBJECT PROPERTY. PLOTTED AND SHOWN HEREON.
(TO BE ELIMINATED W / 55' R/W DEDICATION)

7 A PLAT RECORDED IN BOOK 3, PAGE 29 OF ROAD MAPS, PURPORTING TO SHOW A COUNTY ROADWAY.
AFFECTS SUBJECT PROPERTY. PLOTTED AND SHOWN HEREON.
(TO BE ELIMINATED W / 55' DEDICATION)

8 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPER ASSISTANCE AGREEMENT" RECORDED SEPTEMBER 12, 2007 AS 2007-1014475 OF OFFICIAL RECORDS.
AFFECTS SUBJECT PROPERTY. NO PLOTTABLE COURSES.

9 AN EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2013-0194821 OF OFFICIAL RECORDS.
AFFECTS SUBJECT PROPERTY. PLOTTED AND SHOWN HEREON.
(TO BE ELIMINATED)



NORTH

SCALE 40 0 40 80 FEET

15-343

EPS GROUP

TOWNLEY PARK
PEORIA, AZ
Project:

EXISTING CONDITIONS SURVEY

Revisions:
FEBRUARY 8, 2016 - 1ST PRE-PLAT SUBMITTAL
MAY 2, 2016 - 2ND PRE-PLAT SUBMITTAL
JUNE 27, 2016 - 3RD PRE-PLAT SUBMITTAL
AUGUST 18, 2016 - 4TH PRE-PLAT SUBMITTAL

Call at least two full working days before you begin excavation.
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Drawn by: DCH

Job No.
15-343
PP01
Sheet No.
2
of 4

15-343

WESTGREEN TOWNHOUSES PHASE 1
BK. 290, PG. 47, MCR

ZONING: PLANNED AREA DEVELOPMENT (PAD)

WESTGREEN ESTATES 8 PHASE 2
BK. 298, PG.19, MCR

ZONING: PLANNED AREA DEVELOPMENT (PAD)

NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, T3N, R1E NOTHING FOUND

NORTH QUARTER–CORNER SECTION 34, T3N, R1E FOUND BRASS CAP IN HANDHOLE

S 89°23'25" W 573.65'

1320.65'

FOUND ½" REBAR WITH NO IDENTIFICATION

W. OLIVE AVENUE

33.00' EX. 55' R/W 20.00' 17.04'

33.00'

25.06'

20' EMERGENCY ACCESS

45.00' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00' 65.62'

8.00' P.U.E.

1 2 3 4 5 6 7 8

115.00' 110.14' 115.00' 115.00' 118.00' 118.00' 118.00' 118.00' 115.00' 113.08'

24.07' 28.59' 57.18' 28.59' 37.94'

TRACT B

EX. 30' R/W

9

115.00'

45.00' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00'

8' P.U.E.

26.18' 9.75'

W. PUGET AVE

50' P/S N 89d23'25" E 342.00'

16.00'

12.82'

10 58.93' 45.00'

114.21'

11

117.04'

12

116.56'

13

116.08'

14

115.60'

15

115.12'

18.38'

46.00' 45.00' 45.00' 45.00' 45.00' 46.00'

30'x30' S.V.T. 10.00'

35 115.00' 36 115.00' 37 115.00' 38 115.00' 39 115.00' 40

110.00' 110.00' 110.00' 110.00' 110.00' 110.00'

TRACT C

8.00' P.U.E.

10.00'

50' P/S

46.00' 45.00' 45.00' 45.00' 45.00' 46.00'

740.00'

TRACT B

N. 90TH AVE

415.00'

115.00'

34 115.00'

33 115.00'

32 115.00'

45.00'

AMENITY AREA (REFER TO LANDSCAPE PLANS)

TRACT E

RETENTION

N. 89TH DR

N 0d36'35" W 324.61'

GATED ENTRY PER CITY OF PEORIA DETAIL PE-100

N 0°1'29" W

46.00' 45.00' 45.00' 45.00' 45.00' 46.00'

8' P.U.E.

10.00'

TRACT D

110.00' 26 115.00' 27 115.00' 28 115.00' 29 115.00' 30 115.00' 31 110.92'

N 0d36'35" W

10.00'

30'x30' S.V.T.

S 89d39'12" E 185.47'

35' R/W

W. TOWNLEY AVE

30'x30' S.V.T.

8' P.U.E.

21.25'

16.60'

414.99' 90.39'

SIGHT DISTANCE TRIANGLES PER COP GUIDELINES (TYP.)

50' P/S N 89d23'25" E 342.00'

34.84'

18.31'

32.74'

REFER TO MASTER WALL PLANS

RETENTION

TRACT A

91.62'

46.12' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00'

118.10' 25 119.55' 24 116.18' 23 117.96' 22 117.96' 21 117.96' 20 117.96' 19 117.96' 18 113.05' 17 107.81' 16

145.18'

233.36'

S 0°0'10" W 773.01'

47.21' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00' 45.00'

S 89°23'25" W 573.27'

N 0°0'10" E 548.98'

506.65'

87TH AVENUE

N. 89TH AVENUE

WESTGREEN ESTATES 5 LOT 1-148
BK.277, PG.31, MCR

ZONING: PLANNED AREA DEVELOPMENT (PAD)

A.P.N.: 142-35-321A
AGUA FRIA LLC / AGUA FRIA 11 LLC

ZONING: INTERMEDIATE COMMERCIAL (C-2)

PEORIA 53
BK. 968, PG.12 MCR

ZONING: PLANNED AREA DEVELOPMENT (PAD)

CENTER QUARTER–CORNER SECTION 34, T3N, R1E

NORTH

40 0 40 80
SCALE FEET

EPS GROUP

TOWNLEY PARK

PEORIA, AZ

PRELIMINARY PLAT

Project:

Revisions:

FEBRUARY 8, 2016 - 1ST PRE-PLAT SUBMITTAL
MAY 2, 2016 - 2ND PRE-PLAT SUBMITTAL
JUNE 27, 2016 - 3RD PRE-PLAT SUBMITTAL
AUGUST 18, 2016 - 4TH PRE-PLAT SUBMITTAL

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

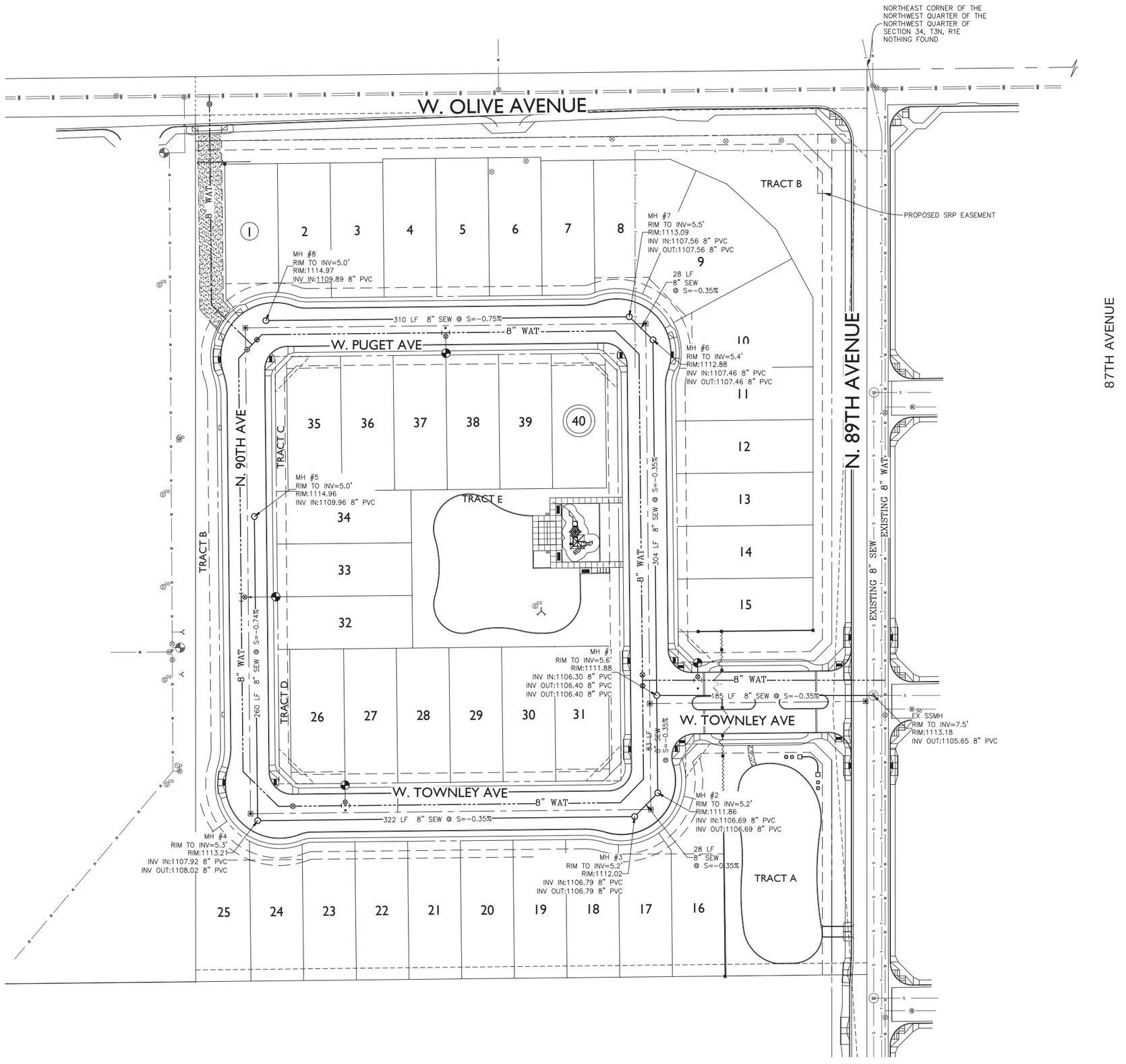
Designer: DCH
Drawn by: DCH

Job No.
15-343

PP01

Sheet No.
3
of 4

15-343



EPS GROUP

TOWNLEY PARK
PEORIA, AZ

PRELIMINARY UTILITY PLAN

Project:

Revisions:

FEBRUARY 8, 2016 - 1ST PRE-PLAT SUBMITTAL
MAY 2, 2016 - 2ND PRE-PLAT SUBMITTAL
JUNE 27, 2016 - 3RD PRE-PLAT SUBMITTAL
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Call at least two full working days before you begin excavation.
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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: DCH
Drawn by: DCH

Job No.
15-343
UT01

Sheet No.
4
of 4

EXHIBIT 4



GARRETT-WALKER
HOMES
LOCAL • EXPERIENCED • QUALITY

35 SERIES



ELEVATION E

COLOR SCHEME E3

KEYNOTES

1	STUCCO FINISH	6	DECORATIVE WROUGHT IRON	11	BOARD AND BATTEN VENEER
2	STUCCO TRIM	7	WOOD FRAMED COLUMN WITH STUCCO FINISH	12	DECORATIVE POLYURETHANE CORBEL
3	STUCCO EAVE	8	PAINTED RECTANGULAR GABLE END VENT	13	DECORATIVE BLACK OUT WINDOW
4	CONCRETE TILE ROOF	9	DECORATIVE SHUTTER	14	OPTIONAL GARAGE WINDOW PANEL
5	TREATED WOOD FASCIA	10	OPTIONAL DECORATIVE STONE VENEER		

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

PLAN 35-1600



ELEVATION E

COLOR SCHEME E1

KEYNOTES

1	STUCCO FINISH	6	DECORATIVE WROUGHT IRON	11	BOARD AND BATTEN VENEER
2	STUCCO TRIM	7	WOOD FRAMED COLUMN WITH STUCCO FINISH	12	DECORATIVE POLYURETHANE CORBEL
3	STUCCO EAVE	8	PAINTED RECTANGULAR GABLE END VENT	13	DECORATIVE BLACK OUT WINDOW
4	CONCRETE TILE ROOF	9	DECORATIVE SHUTTER	14	OPTIONAL GARAGE WINDOW PANEL
5	TREATED WOOD FASCIA	10	OPTIONAL DECORATIVE STONE VENEER		

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

PLAN 35-1900

EXHIBIT 5

Townley Park

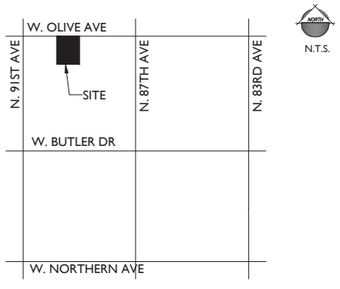
Peoria, Arizona



Preliminary Landscape Design Package

Submitted: January 29, 2016 (rev 0)
Resubmitted: April 28, 2016 (rev 1)
Resubmitted: June 27, 2016 (rev2)
Resubmitted: August 18, 2016 (rev3)

VICINITY MAP



PROJECT TEAM

DEVELOPER:
Garrett-Walker Homes

LANDSCAPE ARCHITECT:
EPS Group, Inc.

PLANNER:
EPS Group, Inc.

CIVIL ENGINEER:
EPS Group, Inc.

[redacted]

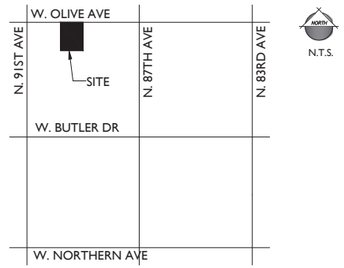
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PROJECT INFORMATION

LOCATION	SWC OLIVE AVE AND 89TH AVE
APN	142-35-003-E
GENERAL PLAN	LOW DENSITY RESIDENTIAL 2.0-5.0 DU/AC
EXISTING ZONING	AGRICULTURAL (AG)
PROPOSED ZONING	PLANNED AREA DEVELOPMENT (PAD)
GROSS AREA	10.1 AC.
NET AREA	8.9 AC.
LOT SIZE	45' x 115' (5,175 SF)
TOTAL LOTS	40
GROSS DENSITY	3.96 DU/AC
NET DENSITY	4.94 DU/AC
OPEN SPACE	1.94 AC
USEABLE OPEN SPACE	1.05 AC (10.4% GROSS AREA)
TURF	21,030 SF

VICINITY MAP



KEYNOTES

1. TOT LOT
2. RAMADA
3. ENTRY MONUMENT
4. ENTRY VEHICULAR GATE
5. MANUAL EMERGENCY ACCESS GATE
6. NON-PAVED DRIVABLE SURFACE (SEE GENERAL NOTES)
7. TURF
8. MAIN PARK AMENITY (USABLE OPEN SPACE)
9. SECONDARY AMENITY (USABLE OPEN SPACE)
10. MAILBOX
11. GATE KEYPAD
12. COMPACTED DG TRAIL
13. DECORATIVE PAVING

MAIN PARK AMENITY FEATURES

- PICNIC PLAZA WITH RAMADA & PICNIC TABLES
- BARBEQUE GRILLS
- LANDSCAPE BENCHES
- TOT LOT
- LARGE TURF AREA
- SHADE TREES

SECONDARY AMENITY FEATURES

- LARGE TURF AREA
- SHADE TREES

GENERAL NOTES

1. Turf (lawn) is limited to a maximum of 20% of the site area.
2. A development may substitute a 36" box or larger tree in place of a 15 gallon tree at a substitution rate of 1.5 trees for every required (15) gallon tree.
3. All landscaped areas shall be supported by an automatic irrigation system which may be spray, flood or drip system.
4. Plant materials utilized in landscaped areas in the ROW must be included on the most recent edition of the Phoenix Active Management Area Low Water Use / Drought Tolerant Plant List.
5. The Developer shall be responsible to install/maintain all landscaping within the Right-of-Way.
6. A 3 foot clear space is required around all fire suppression equipment. No plants may be installed that will encroach when mature.
7. Area #6 shall be included in the regular maintenance of the subdivision and shall remain weed-free at all times.

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box / 15 Gal
	Acacia stenophylla	Shoestring acacia	24" Box / 15 Gal
	Acacia farnesiana	Sweet Acacia	24" Box / 15 Gal
	Caesalpinia cacalaco 'Smoothie'	Thornless Cascalote	24" Box / 15 Gal
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box / 15 Gal
	Chilopsis linearis 'Art's Seedless'	'Art's Seedless' Desert Willow	24" Box / 15 Gal
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box / 15 Gal
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box / 15 Gal
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box / 15 Gal
	Existing Tree to Remain	Species Varies. Health condition to be evaluated prior to construction operations.	

SHRUBS/ACCENTS	COMMON NAME	SIZE
Aloe hybrid 'Blue Elf'	Blue Elf Aloe	5 Gal
Asclepias subulata	Desert Milkweed	5 Gal
Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
Calliandra eriophylla	Pink Fairy Duster	5 Gal
Dasylirion wheeleri	Desert Spoon	5 Gal
Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
Leucophyllum frutescens	Texas Sage	5 Gal
Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE
Convolvulus cneorum	Bush Morning Glory	1 Gal
Dalea greggii	Trailing Indigo Bush	1 Gal
Lantana montevidensis	Trailing Purple Lantana	1 Gal
Lantana x 'New Gold'	New Gold Lantana	1 Gal

TURF			
	Cynodon dactylon 'Tifway 419'	Tifway 419	Hydroseed
	Decomposed Granite with Vegetative Shrubs & Groundcover per Minimum City Requirements		

PLANTING DATA

LANDSCAPE AREAS	Required	Provided
A. Street Frontage Areas [14-35-4.A.1]		
1. Adjacent to Arterial Streets (10 feet) Olive Ave: 530 LF	5,300 sq. ft	6,895 sq. ft
2. Adjacent to Collector Streets (8 feet)** 89th Street: 650 LF	5,200 sq. ft	9,114 sq. ft
3. Adjacent to Local Streets (8 feet)**	11,208 sq. ft	19,204 sq. ft
**** Requirement applied along lot side and rear frontage areas**		
B. Required Drainage Retention / Detention Areas [14-35-4.A.6]	34,891 sq. ft	34,900 sq. ft
C. Useable Open Space Areas [Design Review Manual 20-70-12.C.: ≥ 20 lots]		
1. Lots less than 10,000 square feet (9% of gross project area)	39,596 sq. ft	45,698 sq. ft

Note: If the development includes a mixutre of lot sizes beyon the ranges described above, the percentage of Usable Open Space required shall be based on the percentage of lots in each category.

PLANT QUANTITIES	Required	Provided
Street Frontage Landscape Areas [14-35-4.A.2]		
D. Trees: 1 per 25 linear feet of street frontage (8' or 10' buffer + ROW)	49 trees	49 trees
E. Shrubs: 5 per 25 linear feet of street frontage (8' or 10' buffer + ROW)	245 shrubs	245 shrubs
Drainage Retention / Detention + Useable Open Space Areas [14-35-4.A.1]		
F. Trees: 1 per 1,000 square feet	35 trees	35 trees
G. Shrubs: 5 per 1,000 square feet	175 shrubs	175 shrubs
Note: Useable Open Space areas may occupy the same areas as drainage (i.e. improved retention basins)		
Special Planting Requirements (PAD, Zoning, etc)	40 trees	40 trees
H. Trees: 1 Tree for each front yard		

TOTALS		
Total Landscape Areas **(A + (B + C))**	55,556 sq. ft	70,113 sq. ft
Total Useable Open Space Percent	9%	9%
Total Trees **(D + F) + H**	124 trees	124 trees
Total 24" Box Trees (50% of total required trees)	42 trees	42 trees
Total Shrubs **(E + G)**	420 shrubs	420 shrubs

15-343

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

Townley Park

Peoria, AZ

Illustrative Landscape Master Plan

L-0.01
8.18.2016

EPS GROUP

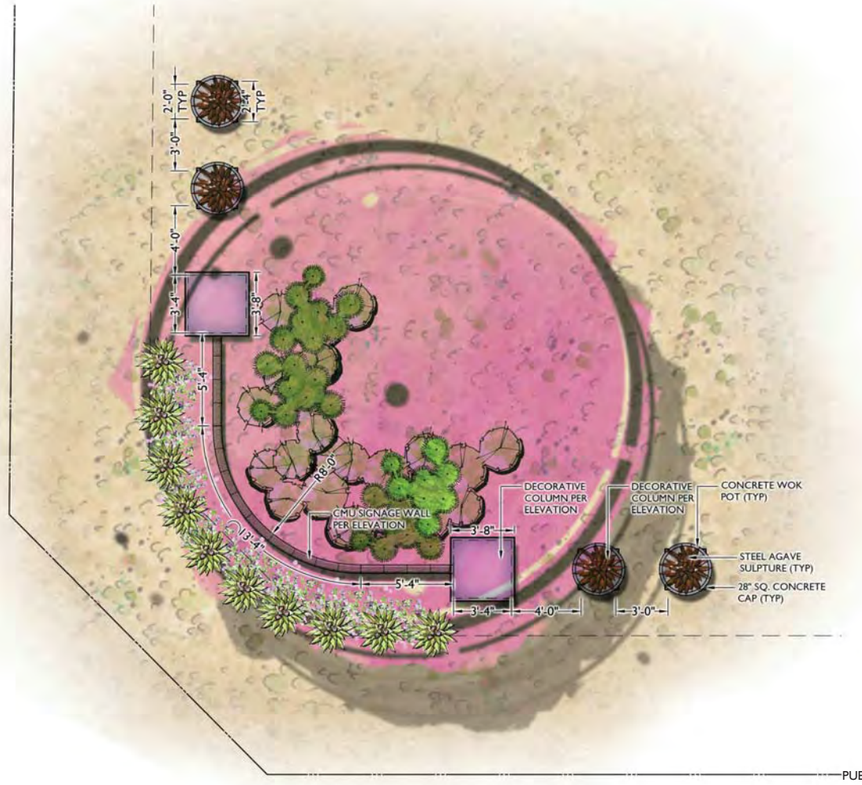
KEYNOTES

1. ENTRY MONUMENT
2. VEHICULAR GATE
3. PEDESTRIAN GATE
4. CONCRETE SIDEWALK
5. ACCENT TREES
6. TURF
7. GATE KEYPAD
8. COMPACTED DG TRAIL PEDESTRIAN ACCESS
9. DECORATIVE PAVING



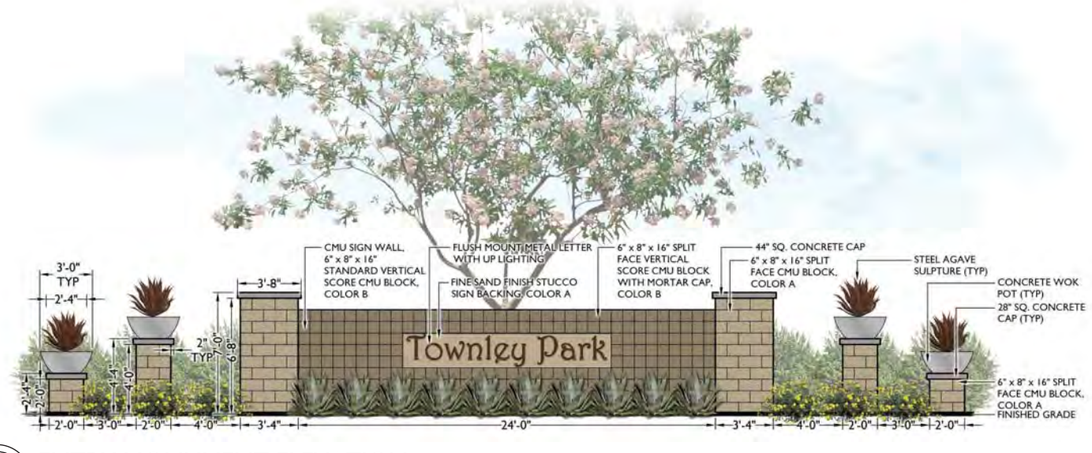
1 ENTRY ENLARGEMENT PLAN

Scale: 1" = 10'-0"



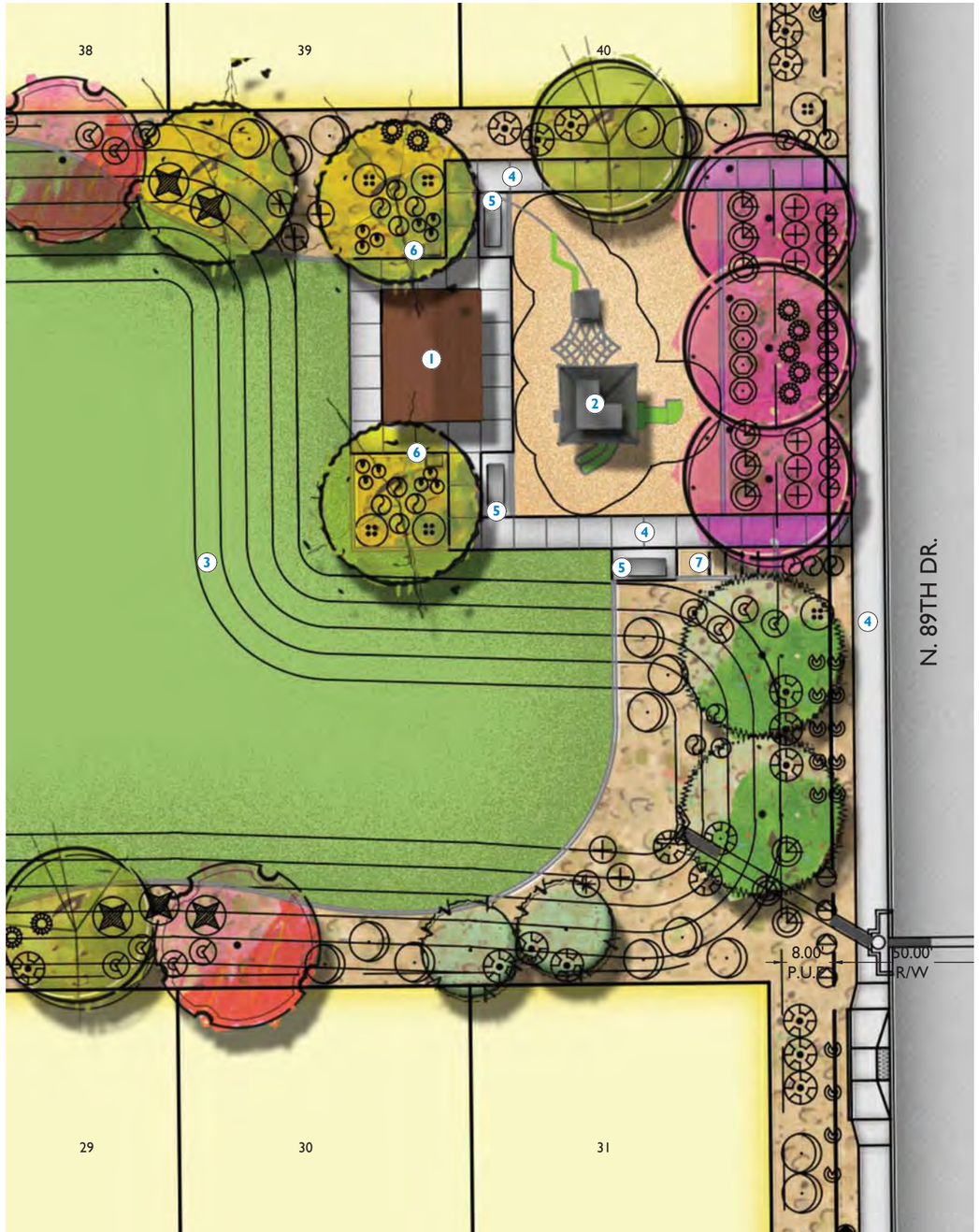
2 ENTRY MONUMENT PLAN

Scale: 1/4" = 1'-0"



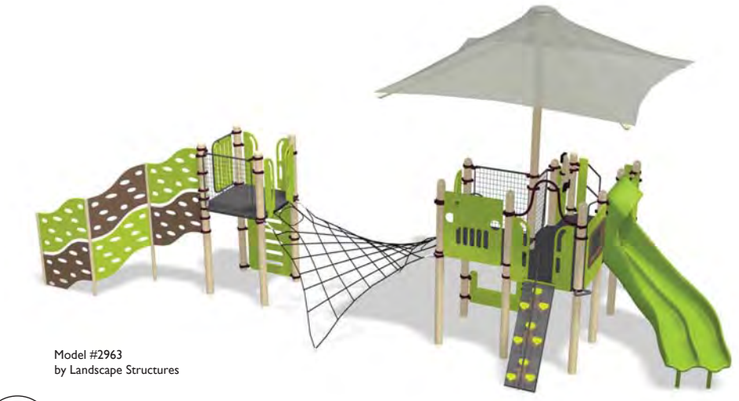
3 ENTRY MONUMENT ELEVATION

Scale: 1/4" = 1'-0"



1 AMENITY ENLARGEMENT PLAN

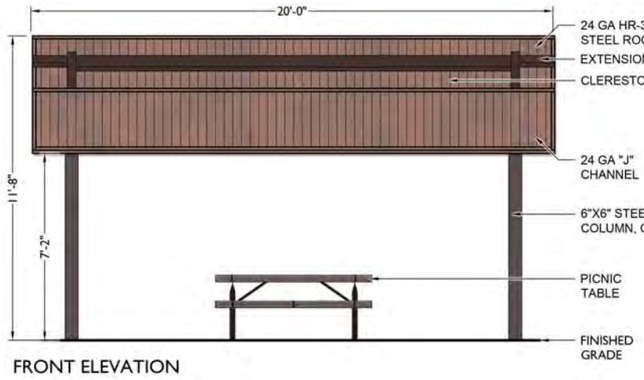
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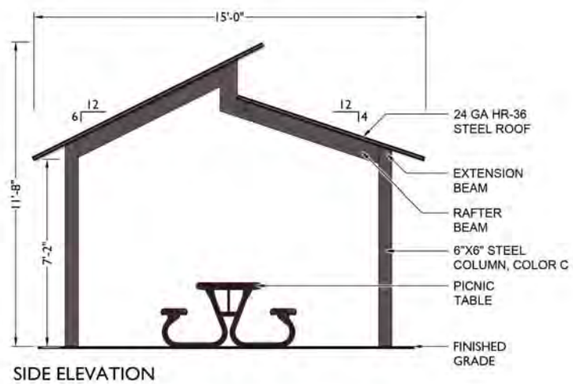
Model #2963
by Landscape Structures

2 PLAY STRUCTURE

NTS



FRONT ELEVATION



SIDE ELEVATION



3 RAMADA

Scale: 1/2" = 1'-0"

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
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Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
Leucophyllum frutescens	Texas Sage	5 Gal
Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal

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Dalea greggii	Trailing Indigo Bush	1 Gal
Lantana montevidensis	Trailing Purple Lantana	1 Gal
Lantana x 'New Gold'	New Gold Lantana	1 Gal

TURF		
Cynodon dactylon 'Tifway 419'	Tifway 419	Hydroseed
Decomposed Granite with Vegetative Shrubs & Groundcover per Minimum City Requirements		

KEYNOTES

SEE SHEET L-0.06 FOR ADDITIONAL DETAILS

1. RAMADA
2. SHADED PLAY STRUCTURE
3. TURF
4. CONCRETE SIDEWALK
5. LANDSCAPE BENCH
6. BBQ GRILL
7. BIKE RACK

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	INTEGRAL COLOR: BONE BY SUPERLITE BLOCK OR EQUAL.
COLOR B (CMU)	INTEGRAL COLOR: COCOA BROWN BY SUPERLITE BLOCK OR EQUAL.
COLOR C (STEEL)	METAL TO BE POWDER COATED BRONZE, OR EQUAL
RAMADA ROOF	HR-36 STEEL ROOF DARK BRONZE

15-343

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

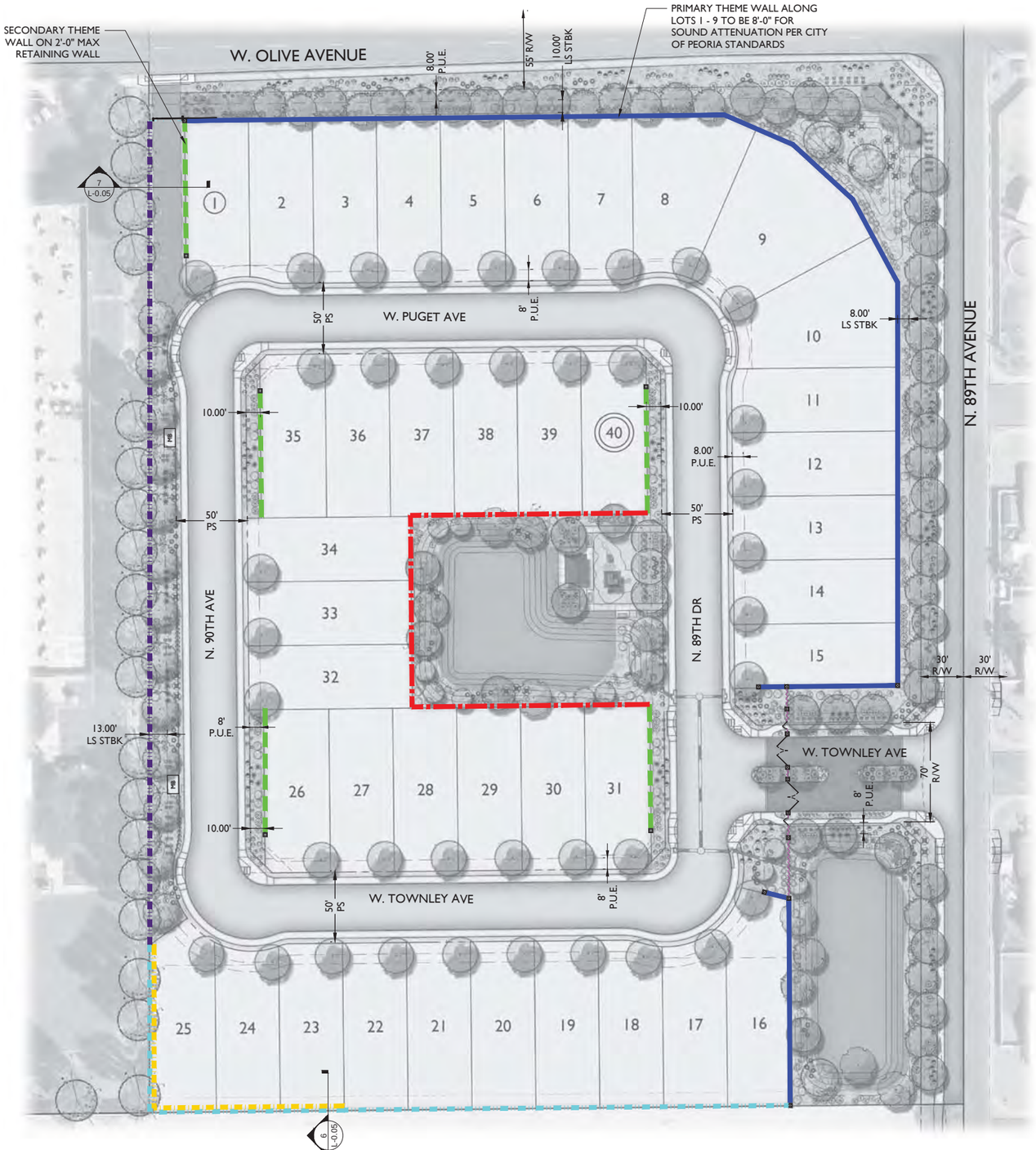
Townley Park

Peoria, AZ

Conceptual Amenity Enlargement Plan

L-0.03
8.18.2016

EPS GROUP



WALLS LEGEND

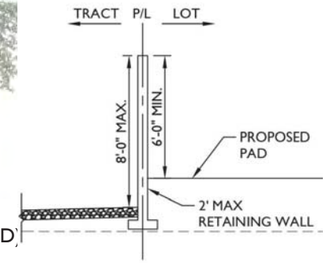
SYMBOL	ITEM
	DECORATIVE COLUMN 'TYPE A'
	DECORATIVE COLUMN 'TYPE B'
MB	MAILBOX
	EXISTING WALL TO REMAIN (PAINT TO MATCH COLOR A)
	EXISTING WALL TO REMAIN (PAINT TO MATCH SECONDARY WALL)



PRIMARY THEME WALL

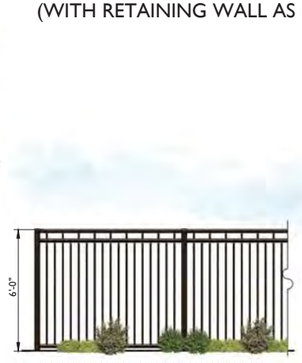


SECONDARY THEME WALL (WITH RETAINING WALL AS NOTED)

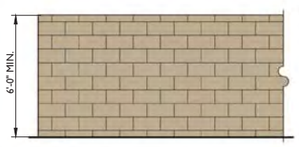




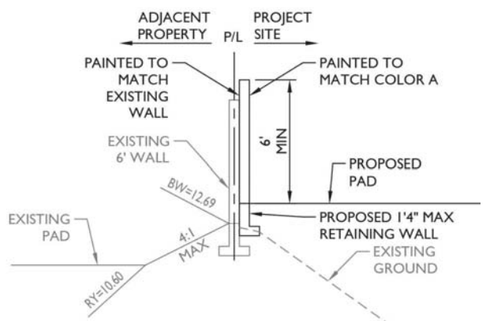
PARTIAL VIEW WALL

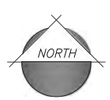


VIEW FENCE



BUILDER WALL (ADJACENT TO EXISTING WALL)







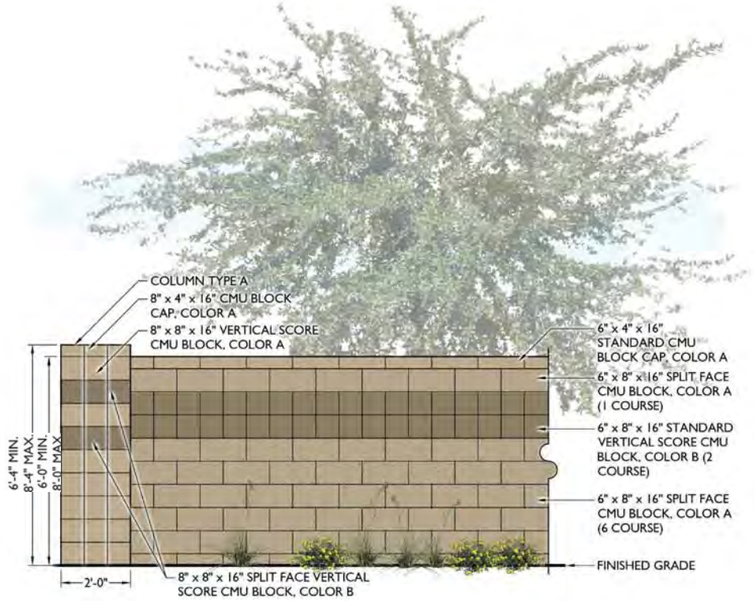
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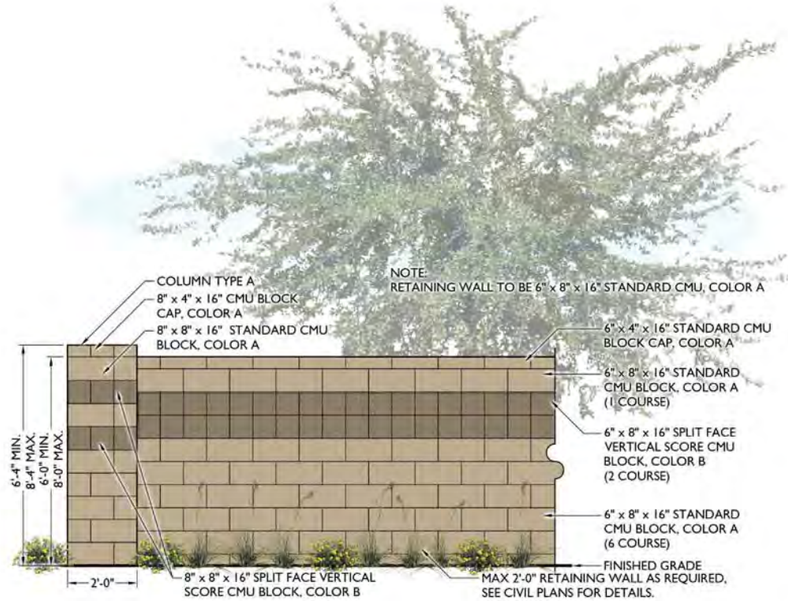
SEE SHEETS L-0.05 & L-0.05A FOR DETAILED INFORMATION ON WALL HEIGHTS AND MATERIALS.

COLOR & MATERIALS SCHEDULE

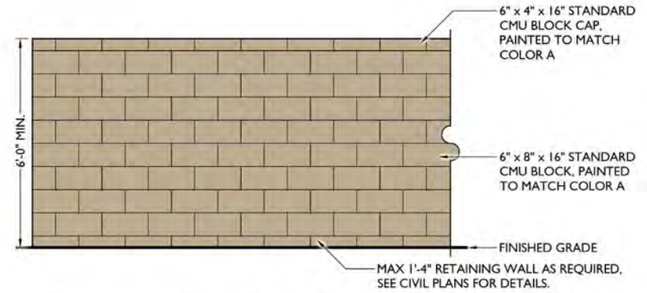
ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	INTEGRAL COLOR: BONE BY SUPERLITE BLOCK OR EQUAL.
COLOR B (CMU)	INTEGRAL COLOR: COCOA BROWN BY SUPERLITE BLOCK OR EQUAL.
COLOR C (STEEL)	METAL TO BE POWDER COATED BRONZE, OR EQUAL
RAMADA ROOF	HR-36 STEEL ROOF DARK BRONZE



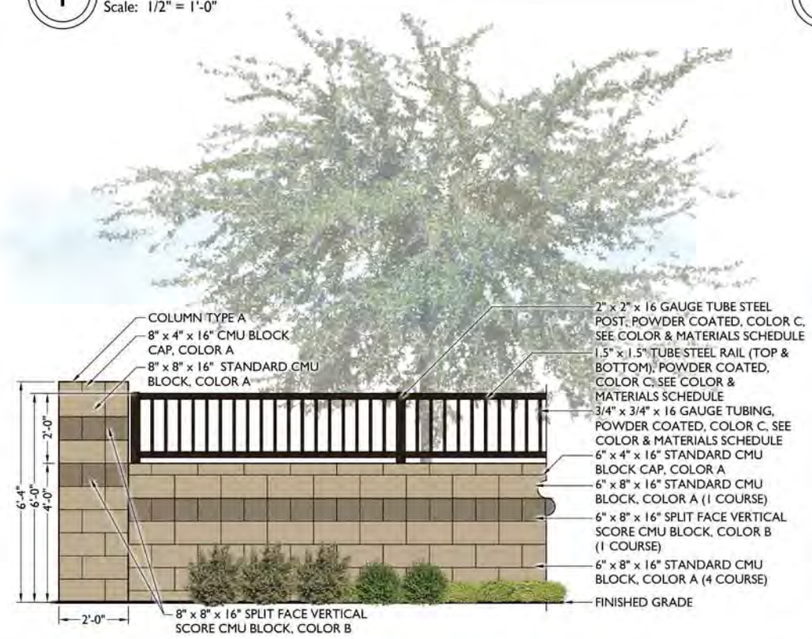
1 PRIMARY WALL
Scale: 1/2" = 1'-0"



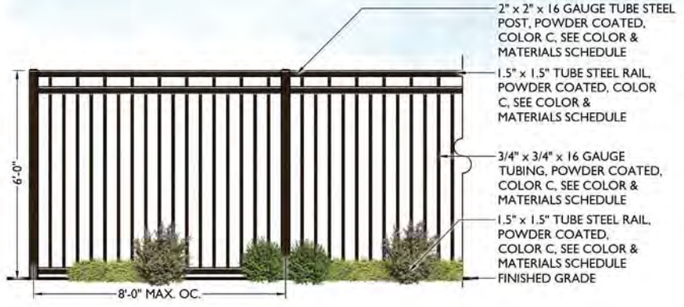
2 SECONDARY WALL
Scale: 1/2" = 1'-0"



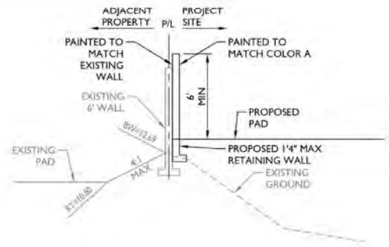
3 BUILDER WALL ON RETAINING WALL
Scale: 1/2" = 1'-0"



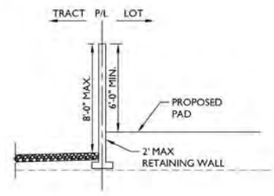
4 PARTIAL VIEW WALL
Scale: 1/2" = 1'-0"



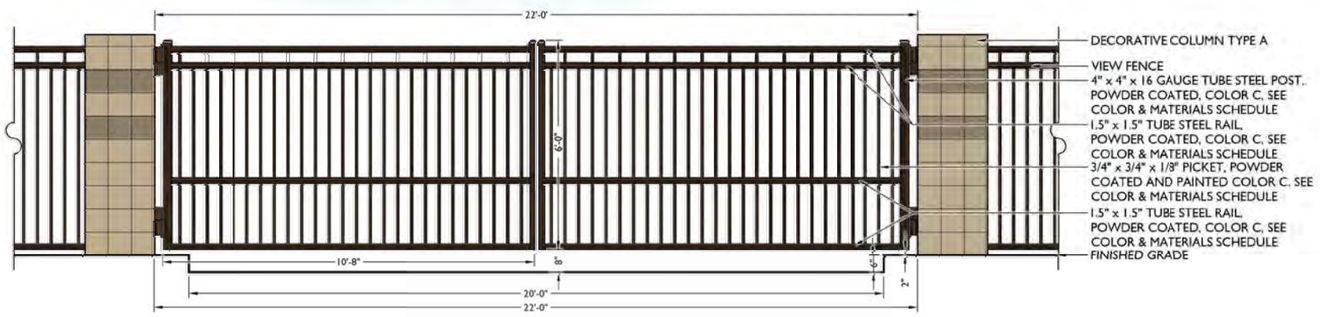
5 VIEW FENCE
Scale: 1/2" = 1'-0"



6 BUILDER WALL ON RETAINING WALL WITH EXISTING WALL
NTS

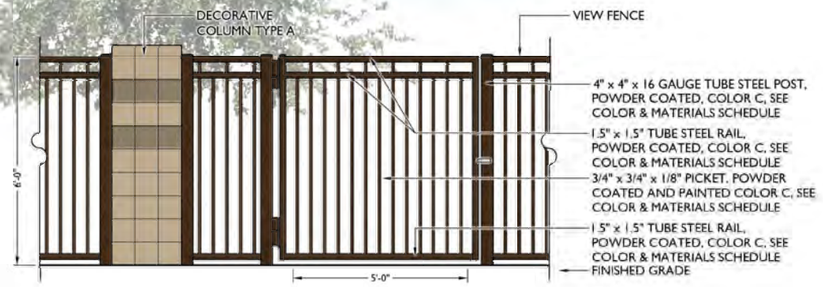


7 SECONDARY WALL ON RETAINING WALL
NTS



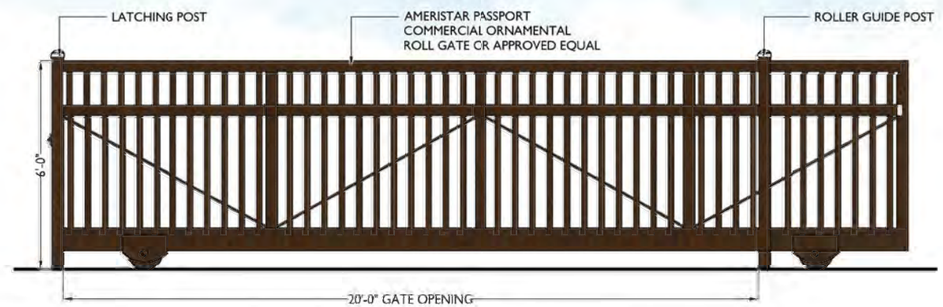
1 PRIMARY ENTRY VEHICULAR GATE

Scale: 1/2" = 1'-0"



2 PEDESTRIAN GATE

Scale: 1/2" = 1'-0"



NOTE:

1. PROVIDE REQUIRED SIGNAGE AND KEY ENTRY KNOX BOX PER CITY REQUIREMENT FOR MANUAL EMERGENCY ACCESS.
2. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION.
3. INSTALL SLIDING GATE PER MANUFACTURERS RECOMMENDATIONS.

3 EMERGENCY VEHICULAR MANUAL SLIDING GATE

Scale: 1/2" = 1'-0"

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	INTEGRAL COLOR: BONE BY SUPERLITE BLOCK OR EQUAL.
COLOR B (CMU)	INTEGRAL COLOR: COCOA BROWN BY SUPERLITE BLOCK OR EQUAL.
COLOR C (STEEL)	METAL TO BE POWDER COATED BRONZE, OR EQUAL
RAMADA ROOF	HR-36 STEEL ROOF DARK BRONZE



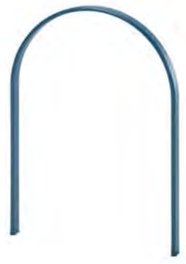
TRASH RECEPTACLE
Urbanscape - "E" Style 32 Gallon by Wabash Valley; Color: Hazelnut or Equal



PICNIC TABLE
Portage Collection 6' by Wabash Valley; Color: Top & Seat: Hazelnut, Leg: Textured Bronze or Equal



LANDSCAPE BENCH
Camden Collection 6' by Wabash Valley; Color: Bench: Hazelnut, Leg: Textured Bronze or Equal



BIKE RACK
Bike Loop BRH538I by Wabash Valley; Color: Hazelnut or Equal



BBQ GRILL
Model Gill 21 by Dumor
Color: Black Or Equal



PET WASTE STATION
JJB204 by Zero Waste USA
Color Green



MAILBOX
Model #3312 & #3308 by mailbox.com or approved equal



INTEGRAL COLOR CMU
Bone by Superlite Block or approved equal



INTEGRAL COLOR SPLIT FACE CMU
Cocoa Brown by Superlite block or approved equal.



DECOMPOSED GRANITE
Color: Arizona Gold - 3/8" Screened For Landscape Area

15-343

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

Townley Park

Peoria, AZ

Materials & Color Board

L-0.06
8.18.2016

EPS GROUP

Exhibit H

Townley Park
CITIZEN PARTICIPATION REPORT
March 14, 2016

This report outlines the results of the Citizen Review Process which was implemented in conjunction with the application for Rezoning and Preliminary Plat of Townley Park, a 10.07 gross acre gated, single family residential community located at the southwest corner of 89th Avenue and W. Olive Avenue. The Citizen Review Process is designed to foster community awareness and a proactive mitigation of concerns. The purpose of the Citizen Review Process is to:

1. Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them an opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community;
2. Ensure the citizens and property owners of the City have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and
3. Facilitate ongoing communication between the applicant, interested citizens and property owners, City staff, and elected officials throughout the application review process.

Techniques used to involve the public

The development team sent letters by first class mail on February 26, 2016 to property owners and registered Home Owner Associations within a 600 foot area around the boundary of the property. The list of registered HOAs was provided by the City of Peoria. A copy of both notification lists are attached as Exhibit A.

The notification letter included the following information:

1. The location, date, and time of the neighborhood meeting;
2. The Applicant's name and contact information;
3. The address of the subject property;
4. A brief summary of the application.

A copy of the notification letter sent to property owners and registered HOAs is attached as Exhibit B. This letter was sent out to 207 property owners (a total of 233 parcels) and 19 HOAs.

Neighborhood Meeting

The development team held a neighborhood meeting at the Cotton Boll Elementary School located at 8540 West Butler Avenue, Peoria, AZ. The meeting was scheduled for 6:00pm-7:00pm; however, citizens began arriving at 5:50pm so the meeting was started early.

The meeting was open-house style with large boards displaying the plans set up on easels for the community to view. Members of the Development Team were available to explain and discuss the project, as well as answer any questions and address any concerns. Members of the Development Team present included: Carolyn Oberholtzer (BFSO Law), Rick Tayrien (Garrett-Walker Homes), John McGhee (EPS Group), and Lisa Gage (BFSO Law). Anthony Alejandro, City of Peoria Council Assistant, and Sean Allen, City of Peoria Senior Planner, were also in attendance. A total of 5 additional people attended the meeting. A copy of the sign in sheet is attached as Exhibit C.

Below is a summary of the comments and concerns that were raised by the attendees of the neighborhood meeting. The Development Team's response to each concern is in *italics* directly below the comment.

- One attendee was worried the residents in Townley Park would be able to use the emergency access onto Olive.

  The attendee was assured that the emergency access off W. Olive Avenue would only be for emergency vehicles. The residents will not have the ability to open the gate. The attendee was very relieved to hear this and had no further issues.

- One attendee who lived across 89th Avenue on a corner lot was concerned that a two-story home on the eastern lots would have visibility into his backyard.

  The development team understands this concern and provided an explanation regarding the widening of 89th Avenue that would occur. The addition of robust landscaping with large caliper trees in a landscaping buffer between the community wall and the right-of-way would serve to create a visual buffer for the homes along the east side of 89th Avenue.

- There was a concern over removing the mature trees along 89th Avenue which provide afternoon shade to the neighbors across the street.

  These trees will need to be removed in order to widen 89th Avenue as required by the City of Peoria. The development team understands the value of shade trees during the hot summer months and there is a landscape buffer along 89th Avenue that will consist of many trees.

- Will there be a traffic light installed at the intersection of 89th Ave and W. Olive Ave?

  The traffic analyses completed with the project do not indicate that warrants are triggered for a signal at that intersection. Information was provided as to the 89th Avenue improvements and turn lane at Olive that would mitigate any traffic issues.

- Will the timing of the traffic light at 87th Ave and W. Olive Ave be adjusted before construction begins? The timing of the light is off which causes many people to drive through the residential neighborhood on the south side of Olive Ave. This is dangerous for the residents because not all people who drive through the neighborhood know where they are going, often turning down roads which do not connect 89th Ave to 87th Ave.

  Anthony Alejandro, City of Peoria Council Assistant, took note of this comment and was going to review with City staff. The comment was not related to the Townley Park project proposal.

- Will the streets be public or Homeowners' Association Streets?

  The development team advised that similar to the Crosspointe project that borders Townley Park to the south, the project would have private streets that will be owned and maintained by the Homeowners' Association.

- What type of housing will be built in the project?

  The development team provided attendees with an opportunity to review the details for floor plans and elevations that Garrett-Walker Homes offers in it's 35' product series. The attendees were advised that the similar options would be available in Townley Park and that the floor plans range from 1,321 to 3,021 square feet. Some of the options include a tandem, 3 car garage, and include between 3 and 6 bedrooms.

- Several attendees voiced support for the proposed development and were anxious to see construction begin.

All public attendees left the meeting by 6:50 p.m., and the meeting ended promptly at 7:00 p.m.

Additional Communication with Property Owners and Interested Parties

The development team has been, and continues to be, committed to giving everyone the opportunity to learn about Townley Park and understands that some people may not have been able to attend the neighborhood meeting. To that end, contact information (phone number, email, and mailing address) was provided for the applicant team in the initial notification letter for citizens to provide comments and ask questions about the proposed development. To date, they have not received any communication from citizens.

Mr. Allen noted the he had received one email from the HOA President of Westgreen Townhomes; however, their concern was a misunderstanding and has been put to rest.

Exhibit A

February 26, 2016

Dear Property Owner,

Request:	To Rezone and obtain preliminary plat approval for Townley Park PAD
Case #:	Z16-0002
Purpose:	**Neighborhood** Meeting Notice for the Townley Park subdivision and Rezoning proposal. A map and Project Summary, of the proposed community, is provided on the following page.
Property location:	8901 West Olive Avenue, Peoria, Arizona
Size:	Approximately 10 acres
Owner:	Rousseau Properties, LLLP
Applicant:	Garrett Walker Homes AZ Rick Tayrien [redacted]
Agent:	Carolyn Oberholtzer, Esq. Bergin, Frakes, Smalley & Oberholtzer, [redacted]

The applicant team will hold a neighborhood meeting:

Wednesday, March 9, 2016
6:00pm-7:00pm
Cotton Boll Elementary School
8540 W. Butler Avenue
Peoria, AZ

The format of the meeting will be open house style.

Map of Area



Project Summary: Townley Park is a 10-acre infill property located at the southwest corner of 89th Ave and Olive Avenue. The applicant is seeking a zoning change from Agriculture (AG) to R1-6 PAD to develop a single-family residential gated community. The proposal consists of the following:

- Number of lots = 40
- Average lot size = 5,175 sq. feet
- Access gate = off 89th Ave
- Open Space = 1.94 acres (19%)
- Fencing = 6' block wall around the exterior

The west side of 89th Avenue is also scheduled to have 30 feet of improvements completed, which includes curb, gutter, sidewalk, and landscape buffering.

An application has been filed with the City of Peoria Planning and Zoning Division regarding the request above. This notice is being sent to you because property listed in your name is located within 600 feet of the site noted above. This notice is being sent to inform you of this application and to provide you with an opportunity to relay any questions, issues, or concerns regarding this application to the contact person(s) listed on the first page and/or attend the neighborhood meeting.

THIS IS NOT A NOTICE OF A PUBLIC HEARING WITH THE PLANNING COMMISSION. HOWEVER, YOU MAY RECEIVE SUCH A NOTICE AT A FUTURE DATE IF THE APPLICATION IS SCHEDULED FOR HEARING.

Exhibit B

Exhibit C

WESTGREEN TOWNHOUSES PHASE 1
BK. 290, PG. 47, MCR

ZONING: PLANNED AREA DEVELOPMENT (PAD)

WESTGREEN ESTATES 8 PHASE 2
BK. 298, PG.19, MCR

ZONING: PLANNED AREA DEVELOPMENT (PAD)

NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, T3N, R1E NOTHING FOUND

NORTH QUAR
SECTION 3
FOUND BRASS CAP IN

FOUND ½" REBAR WITH NO IDENTIFICATION

S 89°23'25" W 573.65'

1320.65'

W. OLIVE AVENUE

33.00'

EX. 55' R/W

20.00'

17.04'

33.00'

N

25.06'

45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 65.62'

8.00' P.U.E.

24.07' 28.59' 57.18' 28.59' 37.94'

TRACT B

EX. 30' R/W

20' EMERGENCY ACCESS

115.00' | 110.14' | 115.00' | 115.00' | 118.00' | 118.00' | 118.00' | 115.00' | 113.08'

1 2 3 4 5 6 7 8 9 10

8' P.U.E.

45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00'

26.18'

9.75'

16.00'

W. PUGET AVE

50' P/S

N 89d23'25" E 342.00'

12.82'

46.00' | 45.00' | 45.00' | 45.00' | 45.00' | 46.00'

30'x30' S.V.T.

18.38'

10.00'

110.00' | 115.00' | 115.00' | 115.00' | 115.00' | 115.00' | 110.00'

35 36 37 38 39 40

TRACT C

10.00'

8.00' P.U.E.

50' P/S

46.00' | 45.00' | 45.00' | 45.00' | 45.00' | 46.00'

50' P/S

115.00' | 115.00' | 115.00' | 115.00'

45.00' | 45.00' | 45.00' | 45.00'

34 | 33 | 32

AMENITY AREA (REFER TO LANDSCAPE PLANS)

TRACT E

RETENTION

740.00'

TRACT B

N. 90TH AVE

415.00'

N. 89TH DR

N 0d36'35" W 324.61'

114.21' | 117.04' | 116.56' | 116.08' | 115.60'

45.00' | 45.00' | 45.00' | 45.00' | 45.00'

11 12 13 14 15

30'x30' S.V.T.

115.12'

GATED ENTRY PER CITY OF PEORIA DETAIL PE-100

506.65'

773.01'

N. 89TH AVENUE

N 0°1'29" W

N 0d36'35" W

TRACT D

46.00' | 45.00' | 45.00' | 45.00' | 45.00' | 46.00'

8' P.U.E.

10.00'

110.00' | 110.00' | 115.00' | 115.00' | 115.00' | 115.00' | 110.92'

26 27 28 29 30 31

30'x30' S.V.T.

10.00'

21.25'

16.60'

S 89d39'12"E 185.47'

35' R/W

W. TOWNLEY AVE

30'x30' S.V.T.

SIGHT DISTANCE TRIANGLES PER COP GUIDELINES (TYP.)

414.99' 90.39'

8' P.U.E.

REFER TO MASTER WALL PLAN

RETENTION

TRACT A

34.84'

18.31'

32.74'

46.12' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00'

118.10' | 119.55' | 116.18' | 117.96' | 117.96' | 117.96' | 117.96' | 117.96' | 113.05' | 107.81' | 145.18'

25 24 23 22 21 20 19 18 17 16

91.62'

47.21' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00' | 45.00'

S 89°23'25" W 573.27'

S 0°0'10" W 233.36'

548.98'

N 0°00'10" E

CENTER QUARTER–CORNER SECTION 34, T3N, R1E

A.P.N.: 142-35-321A
AGUA FRIA LLC / AGUA FRIA 11 LLC

ZONING: INTERMEDIATE COMMERCIAL (C-2)

WESTGREEN ESTATES 5 LOT 1-148
BK.277, PG.31, MCR

ZONING: PLANNED AREA DEVELOPMENT (PAD)

PEORIA 53
BK. 968, PG.12 MCR

ZONING: PLANNED AREA DEVELOPMENT (PAD)

Exhibit I – Subdivision Concept

Exhibit J – Development Summary

PROJECT INFORMATION

LOCATION	SWC OLIVE AVE AND 89TH AVE
APN	142-35-003-E
GENERAL PLAN	LOW DENSITY RESIDENTIAL 2.0-5.0 DU/AC
EXISTING ZONING	AGRICULTURAL (AG)
PROPOSED ZONING	PLANNED AREA DEVELOPMENT (PAD)
GROSS AREA	10.1 AC.
NET AREA (NET AREA IS GROSS AREA LESS OLIVE ROAD & 89TH R / W)	8.9 AC.
NO. OF LOTS	40
GROSS DENSITY:	3.96 DU/AC
NET DENSITY:	4.49 DU/AC
USEABLE OPEN SPACE:	1.05 AC (10.4% GROSS AREA)

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE / USABLE OPEN SPACE / RETENTION	19703	0.45
B	LANDSCAPE	36883	0.85
C	LANDSCAPE	1050	0.02
D	LANDSCAPE	1050	0.02
E	LANDSCAPE / USABLE OPEN SPACE / AMENITY / RETENTION	25995	0.60
	TOTAL TRACT AREA	84681 SF	1.94 AC

	TOTAL USABLE OPEN SPACE AREA	45698 SF	1.05 AC

Exhibit K – Preliminary Landscape Plan

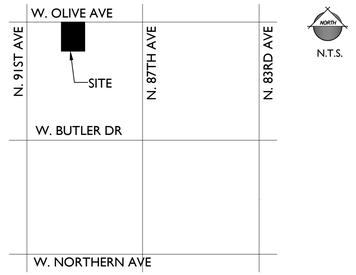


Scale: 1" = 40'-0"

PROJECT INFORMATION

LOCATION	SWC OLIVE AVE AND 89TH AVE
APN	142-35-003-E
GENERAL PLAN	LOW DENSITY RESIDENTIAL 2.0-5.0 DU/AC
EXISTING ZONING	AGRICULTURAL (AG)
PROPOSED ZONING	PLANNED AREA DEVELOPMENT (PAD)
GROSS AREA	10.1 AC.
NET AREA	8.9 AC.
LOT SIZE	45' x 115' (5,175 SF)
TOTAL LOTS	40
GROSS DENSITY	3.96 DU/AC
NET DENSITY	4.94 DU/AC
OPEN SPACE	1.94 AC
USEABLE OPEN SPACE	1.05 AC (10.4% GROSS AREA)
TURF	21,030 SF

VICINITY MAP



KEYNOTES

1. TOT LOT
2. RAMADA
3. ENTRY MONUMENT
4. ENTRY VEHICULAR GATE
5. MANUAL EMERGENCY ACCESS GATE
6. NON-PAVED DRIVABLE SURFACE (SEE GENERAL NOTES)
7. TURF
8. MAIN PARK AMENITY (USABLE OPEN SPACE)
9. SECONDARY AMENITY (USABLE OPEN SPACE)
10. MAILBOX
11. GATE KEYPAD
12. COMPACTED DG TRAIL
13. DECORATIVE PAVING

MAIN PARK AMENITY FEATURES

- PICNIC PLAZA WITH RAMADA & PICNIC TABLES
- BARBEQUE GRILLS
- LANDSCAPE BENCHES
- TOT LOT
- LARGE TURF AREA
- SHADE TREES

SECONDARY AMENITY FEATURES

- LARGE TURF AREA
- SHADE TREES

GENERAL NOTES

1. Turf (lawn) is limited to a maximum of 20% of the site area.
2. A development may substitute a 36" box or larger tree in place of a 15 gallon tree at a substitution rate of 1.5 trees for every required (15) gallon tree.
3. All landscaped areas shall be supported by an automatic irrigation system which may be spray, flood or drip system.
4. Plant materials utilized in landscaped areas in the ROW must be included on the most recent edition of the Phoenix Active Management Area Low Water Use / Drought Tolerant Plant List.
5. The Developer shall be responsible to install/maintain all landscaping within the Right-of-Way.
6. A 3 foot clear space is required around all fire suppression equipment. No plants may be installed that will encroach when mature.
7. Area #6 shall be included in the regular maintenance of the subdivision and shall remain weed-free at all times.

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box / 15 Gal
	Acacia stenophylla	Shoestring acacia	24" Box / 15 Gal
	Acacia farnesiana	Sweet Acacia	24" Box / 15 Gal
	Caesalpinia cacalaco 'Smoothie'	Thornless Cascalote	24" Box / 15 Gal
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box / 15 Gal
	Chilopsis linearis 'Art's Seedless'	'Art's Seedless' Desert Willow	24" Box / 15 Gal
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box / 15 Gal
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box / 15 Gal
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box / 15 Gal
	Existing Tree to Remain	Species Varies. Health condition to be evaluated prior to construction operations.	

SHRUBS/ACCENTS	COMMON NAME	SIZE
Aloe hybrid 'Blue Elf'	Blue Elf Aloe	5 Gal
Asclepias subulata	Desert Milkweed	5 Gal
Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
Calliandra eriophylla	Pink Fairy Duster	5 Gal
Dasylirion wheeleri	Desert Spoon	5 Gal
Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
Leucophyllum frutescens	Texas Sage	5 Gal
Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE
Convolvulus cneorum	Bush Morning Glory	1 Gal
Dalea greggii	Trailing Indigo Bush	1 Gal
Lantana montevidensis	Trailing Purple Lantana	1 Gal
Lantana x 'New Gold'	New Gold Lantana	1 Gal

TURF		
Cynodon dactylon 'Tifway 419'	Tifway 419	Hydroseed
Decomposed Granite with Vegetative Shrubs & Groundcover per Minimum City Requirements		

PLANTING DATA

LANDSCAPE AREAS	Required	Provided
A. Street Frontage Areas [14-35-4.A.1]		
1. Adjacent to Arterial Streets (10 feet) Olive Ave: 530 LF	5,300 sq. ft	6,895 sq. ft
2. Adjacent to Collector Streets (8 feet)** 89th Street: 650 LF	5,200 sq. ft	9,114 sq. ft
3. Adjacent to Local Streets (8 feet)**	11,208 sq. ft	19,204 sq. ft
** **Requirement applied along lot side and rear frontage areas**		
B. Required Drainage Retention / Detention Areas [14-35-4.A.6]	34,891 sq. ft	34,900 sq. ft
C. Useable Open Space Areas [Design Review Manual 20-70-12.C: ≥ 20 lots]		
1. Lots less than 10,000 square feet (9% of gross project area)	39,596 sq. ft	45,698 sq. ft

Note: If the development includes a mixutre of lot sizes beyon the ranges described above, the percentage of Usable Open Space required shall be based on the percentage of lots in each category.

PLANT QUANTITIES	Required	Provided
Street Frontage Landscape Areas [14-35-4.A.2]		
D. Trees: 1 per 25 linear feet of street frontage (8' or 10' buffer + ROW)	49 trees	49 trees
E. Shrubs: 5 per 25 linear feet of street frontage (8' or 10' buffer + ROW)	245 shrubs	245 shrubs
Drainage Retention / Detention + Useable Open Space Areas [14-35-4.A.1]		
F. Trees: 1 per 1,000 square feet	35 trees	35 trees
G. Shrubs: 5 per 1,000 square feet	175 shrubs	175 shrubs

Note: Useable Open Space areas may occupy the same areas as drainage (i.e. improved retention basins)

Special Planting Requirements (PAD, Zoning, etc)	40 trees	40 trees
H. Trees: 1 Tree for each front yard		

TOTALS		
Total Landscape Areas **(A + (B + C))**	55,556 sq. ft	70,113 sq. ft
Total Useable Open Space Percent	9%	9%
Total Trees **(D + F) + H**	124 trees	124 trees
Total 24" Box Trees (50% of total required trees)	42 trees	42 trees
Total Shrubs **(E + G)**	420 shrubs	420 shrubs

Exhibit L – Entry Design

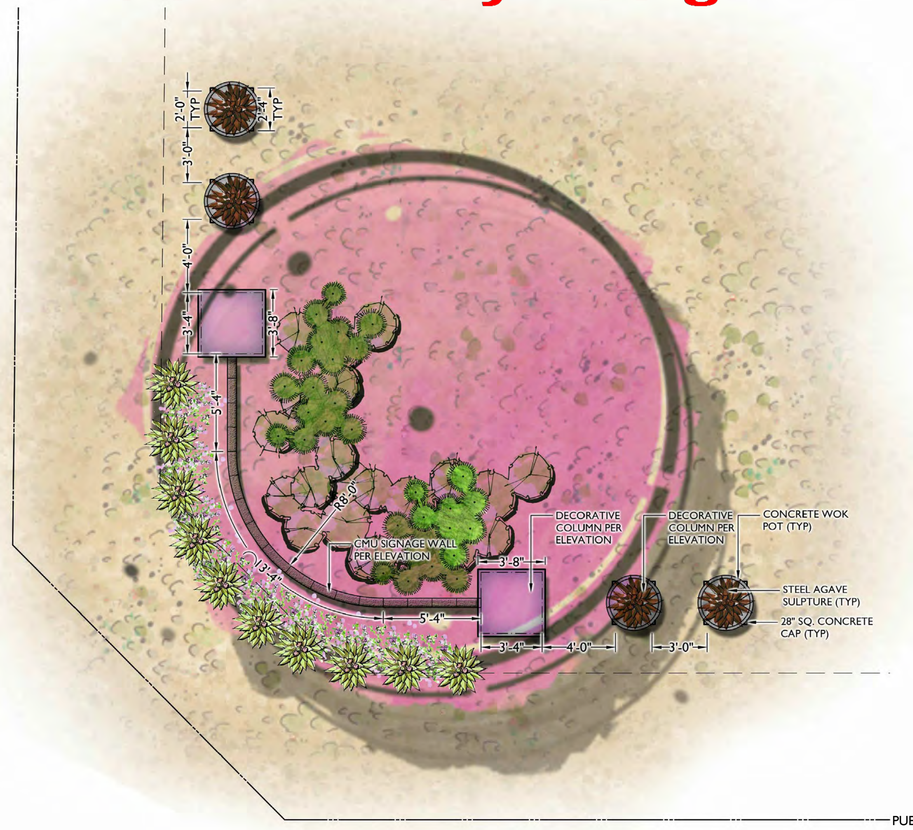
KEYNOTES

1. ENTRY MONUMENT
2. VEHICULAR GATE
3. PEDESTRIAN GATE
4. CONCRETE SIDEWALK
5. ACCENT TREES
6. TURF
7. GATE KEYPAD
8. COMPACTED DG TRAIL PEDESTRIAN ACCESS
9. DECORATIVE PAVING



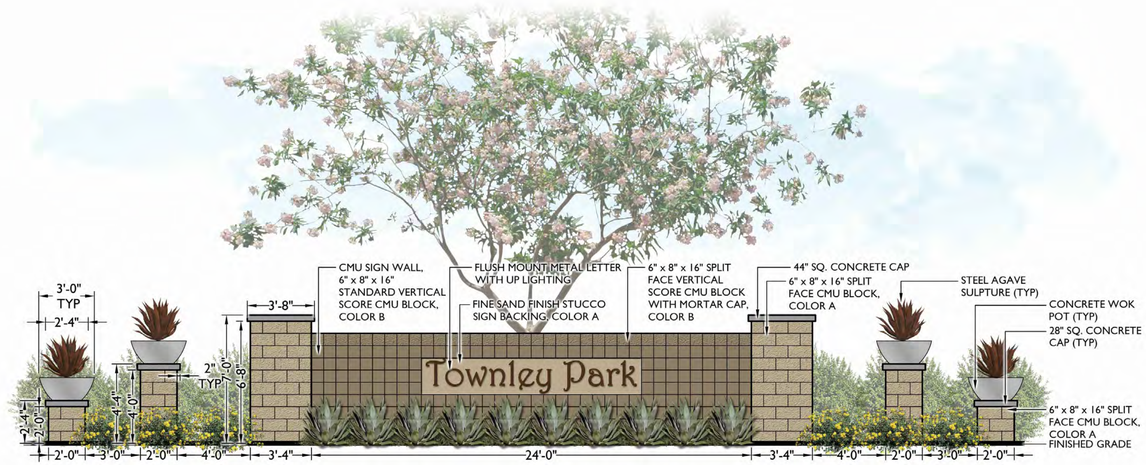
1 ENTRY ENLARGEMENT PLAN

Scale: 1" = 10'-0"



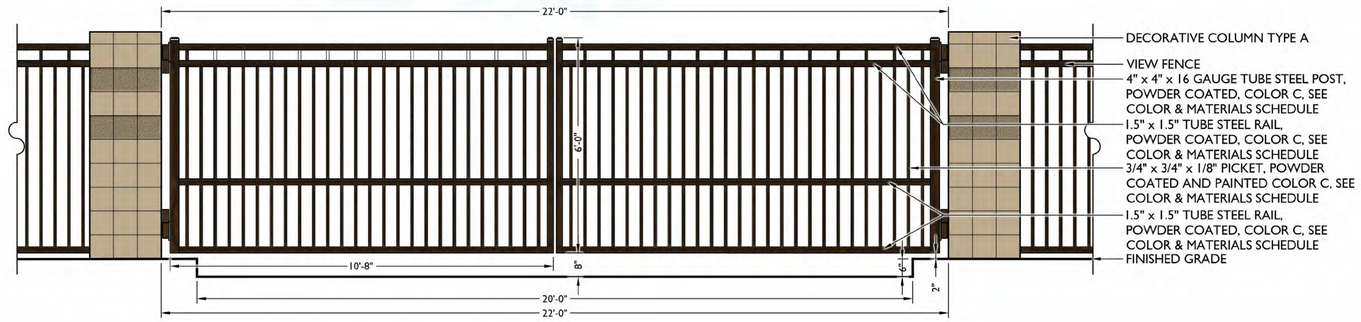
2 ENTRY MONUMENT PLAN

Scale: 1/4" = 1'-0"



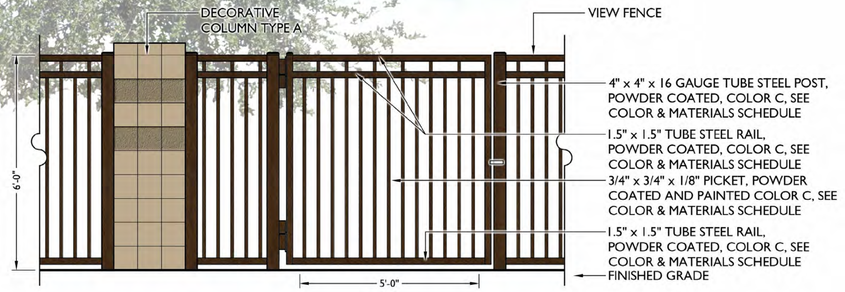
3 ENTRY MONUMENT ELEVATION

Scale: 1/4" = 1'-0"



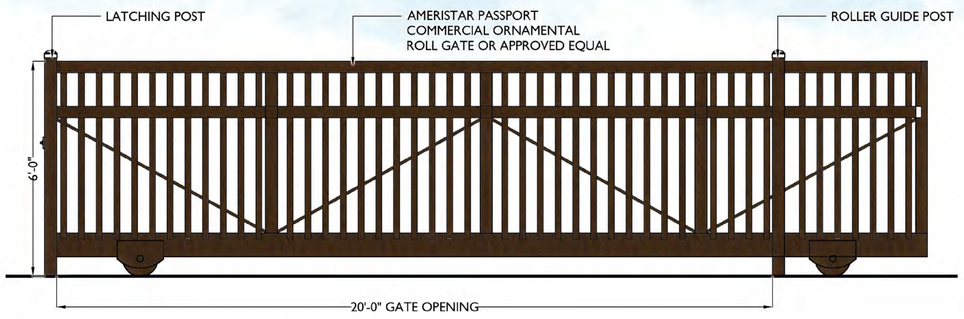
1 PRIMARY ENTRY VEHICULAR GATE

Scale: 1/2" = 1'-0"



2 PEDESTRIAN GATE

Scale: 1/2" = 1'-0"



NOTE:

1. PROVIDE REQUIRED SIGNAGE AND KEY ENTRY KNOX BOX PER CITY REQUIREMENT FOR MANUAL EMERGENCY ACCESS.
2. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION.
3. INSTALL SLIDING GATE PER MANUFACTURERS RECOMMENDATIONS.

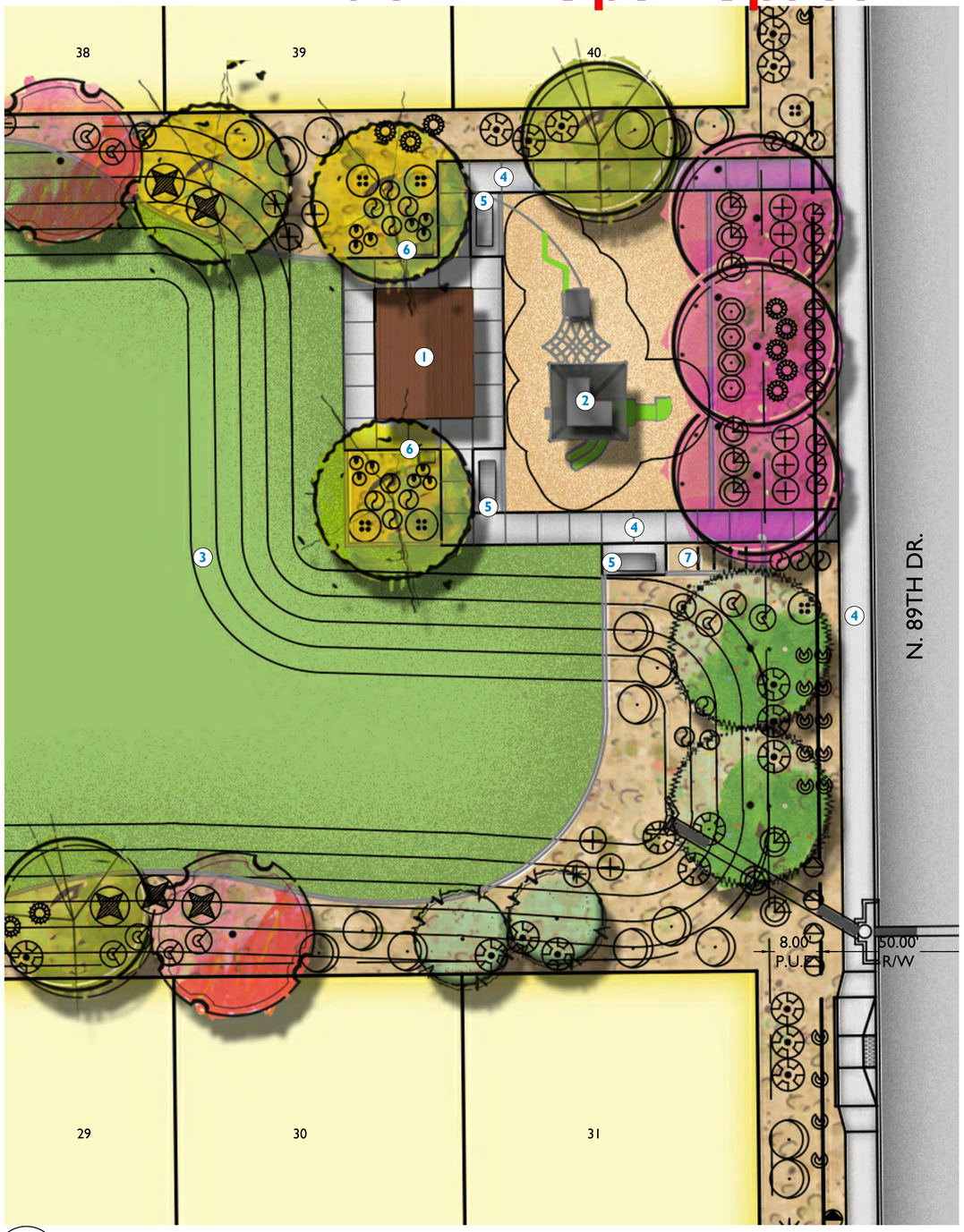
3 EMERGENCY VEHICULAR MANUAL SLIDING GATE

Scale: 1/2" = 1'-0"

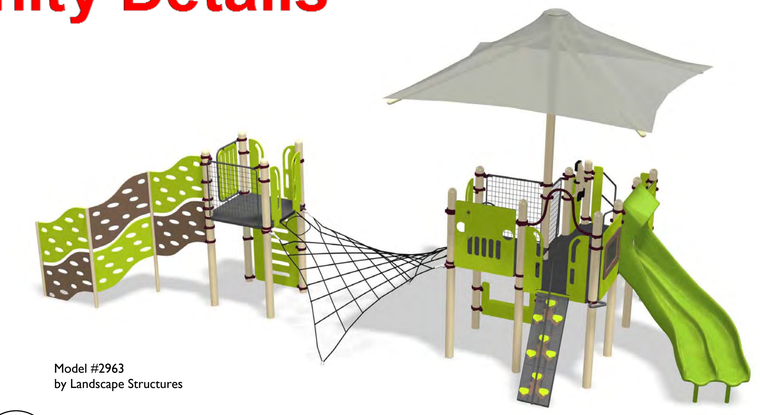
COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	INTEGRAL COLOR: BONE BY SUPERLITE BLOCK OR EQUAL.
COLOR B (CMU)	INTEGRAL COLOR: COCOA BROWN BY SUPERLITE BLOCK OR EQUAL.
COLOR C (STEEL)	METAL TO BE POWDER COATED BRONZE, OR EQUAL
RAMADA ROOF	HR-36 STEEL ROOF DARK BRONZE

Exhibit M – Open Space Amenity Details

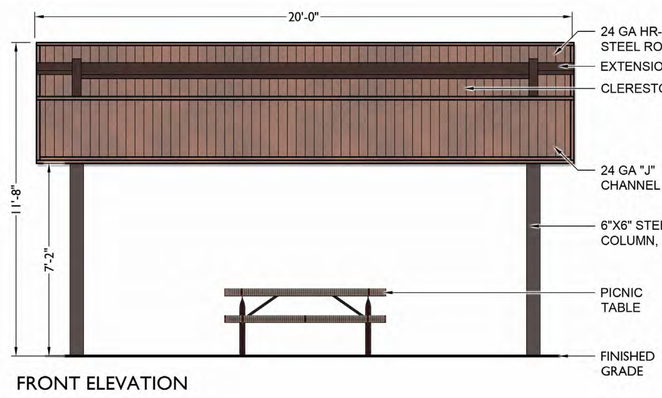


1 AMENITY ENLARGEMENT PLAN
Scale: 1" = 10'-0"

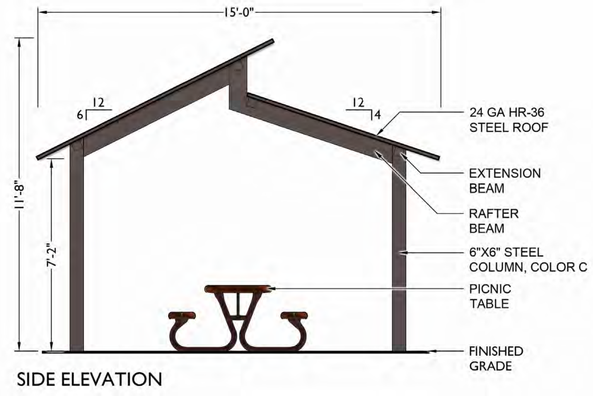


Model #2963
by Landscape Structures

2 PLAY STRUCTURE
NTS



FRONT ELEVATION



SIDE ELEVATION



3 RAMADA
Scale: 1/2" = 1'-0"

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE
TREES			
	Acacia aneura	Mulga	24" Box / 15 Gal
	Acacia stenophylla	Shoestring acacia	24" Box / 15 Gal
	Acacia farnesiana	Sweet Acacia	24" Box / 15 Gal
	Caesalpinia cacalaco 'Smoothie'	Thornless Cascalote	24" Box / 15 Gal
	Chitalpa tashkentensis 'Pink Dawn'	Chitalpa	24" Box / 15 Gal
	Chilopsis linearis 'Art's Seedless'	'Art's Seedless' Desert Willow	24" Box / 15 Gal
	Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde	24" Box / 15 Gal
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box / 15 Gal
	Ulmus parvifolia	Chinese Evergreen Elm	24" Box / 15 Gal
	Existing Tree to Remain	Species Varies. Health condition to be evaluated prior to construction operations.	

SHRUBS/ACCENTS	COMMON NAME	SIZE
Aloe hybrid 'Blue Elf'	Blue Elf Aloe	5 Gal
Asclepias subulata	Desert Milkweed	5 Gal
Bougainvillea 'La Jolla'	'La Jolla' Bougainvillea	5 Gal
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal
Calliandra eriophylla	Pink Fairy Duster	5 Gal
Dasylirion wheeleri	Desert Spoon	5 Gal
Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	5 Gal
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
Leucophyllum frutescens	Texas Sage	5 Gal
Nerium oleander 'Petite Pink'	Dwarf Pink Oleander	5 Gal
Muhlenbergia capillaris 'Regal Mist'	'Regal Mist' Muhly	5 Gal
Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE
Convolvulus cneorum	Bush Morning Glory	1 Gal
Dalea greggii	Trailing Indigo Bush	1 Gal
Lantana montevidensis	Trailing Purple Lantana	1 Gal
Lantana x 'New Gold'	New Gold Lantana	1 Gal

TURF		
Cynodon dactylon 'Tifway 419'	Tifway 419	Hydroseed
Decomposed Granite with Vegetative Shrubs & Groundcover per Minimum City Requirements		

KEYNOTES

SEE SHEET L-0.06 FOR ADDITIONAL DETAILS

1. RAMADA
2. SHADED PLAY STRUCTURE
3. TURF
4. CONCRETE SIDEWALK
5. LANDSCAPE BENCH
6. BBQ GRILL
7. BIKE RACK

COLOR & MATERIALS SCHEDULE

ITEM	COLOR & MANUFACTURER
COLOR A (CMU)	INTEGRAL COLOR: BONE BY SUPERLITE BLOCK OR EQUAL.
COLOR B (CMU)	INTEGRAL COLOR: COCOA BROWN BY SUPERLITE BLOCK OR EQUAL.
COLOR C (STEEL)	METAL TO BE POWDER COATED BRONZE, OR EQUAL
RAMADA ROOF	HR-36 STEEL ROOF DARK BRONZE

15-343

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

Townley Park

Peoria, AZ

Conceptual Amenity Enlargement Plan

L-0.03
8.18.2016

EPS GROUP



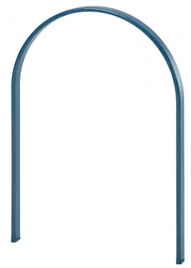
TRASH RECEPTACLE
Urbanscape - "E" Style 32 Gallon by Wabash Valley; Color: Hazelnut or Equal



PICNIC TABLE
Portage Collection 6' by Wabash Valley; Color: Top & Seat: Hazelnut, Leg: Textured Bronze or Equal



LANDSCAPE BENCH
Camden Collection 6' by Wabash Valley; Color: Bench: Hazelnut, Leg: Textured Bronze or Equal



BIKE RACK
Bike Loop BRH538l by Wabash Valley; Color: Hazelnut or Equal



BBQ GRILL
Model Gill 21 by Dumor
Color: Black Or Equal



PET WASTE STATION
JJB204 by Zero Waste USA
Color Green



MAILBOX
Model #3312 & #3308 by mailbox.com or approved equal



INTEGRAL COLOR CMU
Bone by Superlite Block or approved equal



INTEGRAL COLOR SPLIT FACE CMU
Cocoa Brown by Superlite block or approved equal.



DECOMPOSED GRANITE
Color: Arizona Gold - 3/8" Screened For Landscape Area

15-343

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

Townley Park

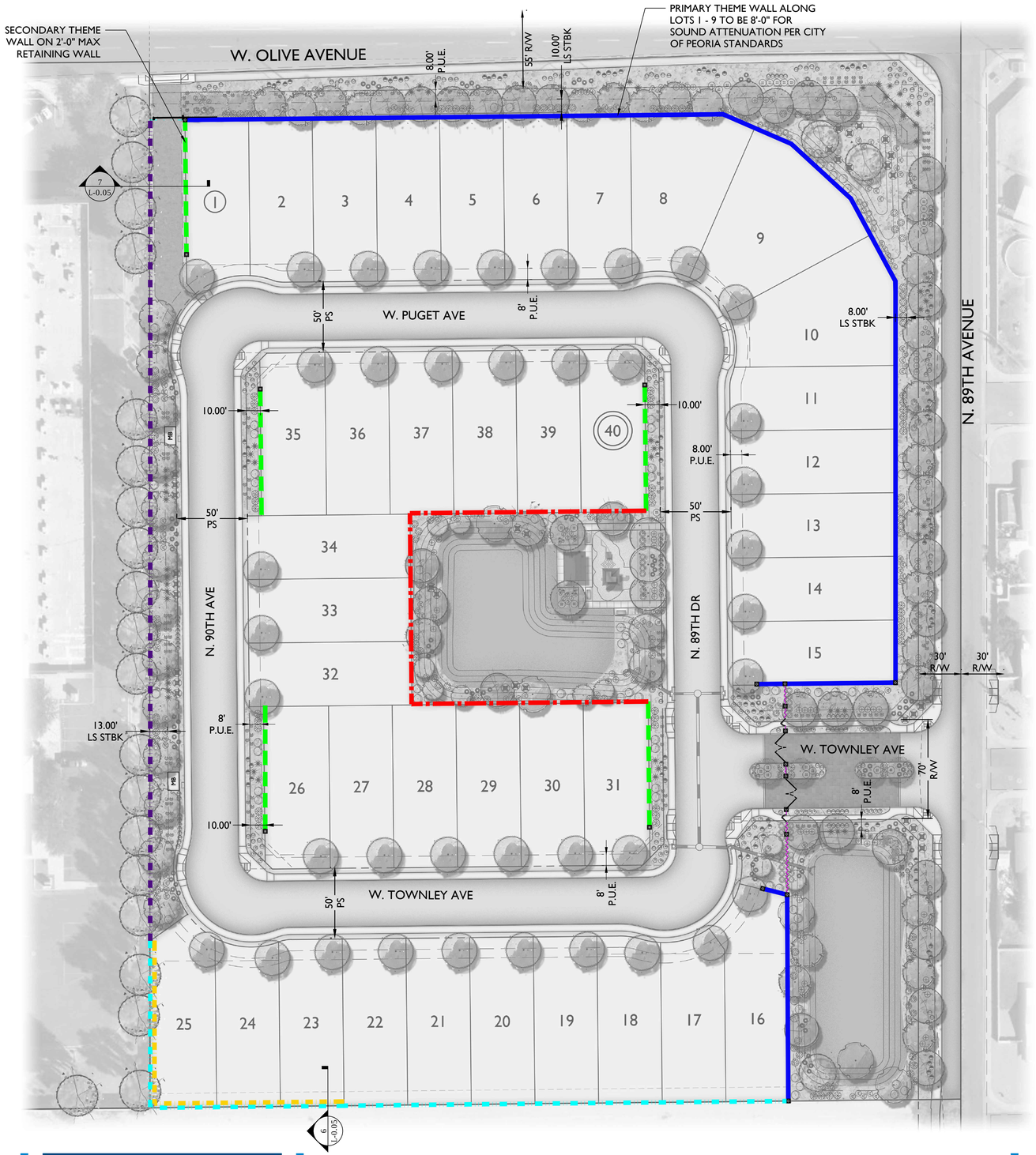
Peoria, AZ

Materials & Color Board

L-0.06
8.18.2016

EPS GROUP

Exhibit N – Wall Plan & Design



WALLS LEGEND

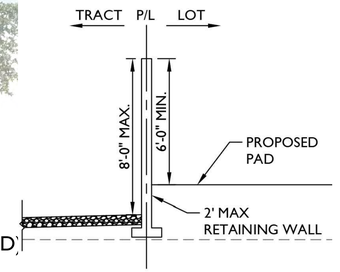
SYMBOL	ITEM
	DECORATIVE COLUMN 'TYPE A'
	DECORATIVE COLUMN 'TYPE B'
MB	MAILBOX
	EXISTING WALL TO REMAIN (PAINT TO MATCH COLOR A)
	EXISTING WALL TO REMAIN (PAINT TO MATCH SECONDARY WALL)



PRIMARY THEME WALL

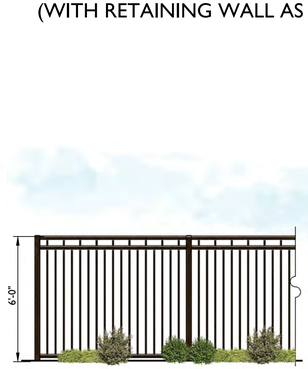


SECONDARY THEME WALL
(WITH RETAINING WALL AS NOTED)

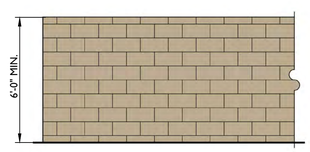




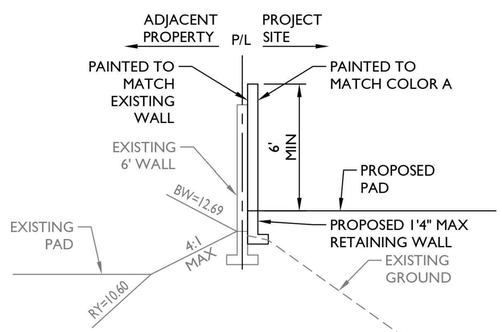
PARTIAL VIEW WALL

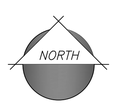


VIEW FENCE



BUILDER WALL
(ADJACENT TO EXISTING WALL)





0' 20' 40' 80'

Scale: 1" = 40'-0"

NOTE:

SEE SHEETS L-0.05 & L-0.05A FOR DETAILED INFORMATION ON WALL HEIGHTS AND MATERIALS.

15-343

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

Townley Park

Peoria, AZ

Conceptual Wall Plan

L-0.04

8.18.2016

EPS GROUP

Exhibit O – Conceptual Elevations



GARRETT-WALKER HOMES

LOCAL • EXPERIENCED • QUALITY

35 SERIES



ELEVATION E

COLOR SCHEME E3

KEYNOTES

1	STUCCO FINISH	6	DECORATIVE WROUGHT IRON	11	BOARD AND BATTEN VENEER
2	STUCCO TRIM	7	WOOD FRAMED COLUMN WITH STUCCO FINISH	12	DECORATIVE POLYURETHANE CORBEL
3	STUCCO EAVE	8	PAINTED RECTANGULAR GABLE END VENT	13	DECORATIVE BLACK OUT WINDOW
4	CONCRETE TILE ROOF	9	DECORATIVE SHUTTER	14	OPTIONAL GARAGE WINDOW PANEL
5	TREATED WOOD FASCIA	10	OPTIONAL DECORATIVE STONE VENEER		

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

[redacted]

PLAN 35-1600



ELEVATION E

COLOR SCHEME E1

KEYNOTES

1	STUCCO FINISH	6	DECORATIVE WROUGHT IRON	11	BOARD AND BATTEN VENEER
2	STUCCO TRIM	7	WOOD FRAMED COLUMN WITH STUCCO FINISH	12	DECORATIVE POLYURETHANE CORBEL
3	STUCCO EAVE	8	PAINTED RECTANGULAR GABLE END VENT	13	DECORATIVE BLACK OUT WINDOW
4	CONCRETE TILE ROOF	9	DECORATIVE SHUTTER	14	OPTIONAL GARAGE WINDOW PANEL
5	TREATED WOOD FASCIA	10	OPTIONAL DECORATIVE STONE VENEER		

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

[redacted]

PLAN 35-1900

Color Schemes

D1
BODY SW 7507 STONE LION LRV 38
FASCIA AND STUCCO ACCENTS SW 7509 TIKI HUT LRV 18
ACCENT AND FRONT DOOR SW 7604 SMOKY BLUE LRV 15
BORAL TILE: MISSION 'S'-Tile 1mscs1132 CHARCOAL BROWN BLEND

D2
BODY SW 6124 CARDBOARD LRV 22
FASCIA AND STUCCO ACCENTS SW 6122 CAMELBACK LRV 42
ACCENT AND FRONT DOOR SW 6055 FIERY BROWN LRV 5
BORAL TILE: MISSION 'S'-Tile 1mscs7330 VERONA CLAY

D3
BODY SW 6108 LATTE LRV 39
FASCIA AND STUCCO ACCENTS SW 6109 HOPSACK LRV 24
ACCENT AND FRONT DOOR SW 7591 RED BARN LRV 9
BORAL TILE: MISSION 'S'-Tile 1mscs6330 SALERNO CLAY

D4
BODY SW 6144 DAPPER TAN LRV 23
FASCIA AND STUCCO ACCENTS SW 6141 SOFTER TAN LRV 62
ACCENT AND FRONT DOOR SW 6335 FIRED BRICK LRV 8
BORAL TILE: MISSION 'S'-Tile 1mscs0772 OLD MESQUITE BLEND

D5
BODY SW 6142 MACADAMIA LRV 50
FASCIA AND STUCCO ACCENTS SW 6125 CRAFT PAPER LRV 17
ACCENT AND FRONT DOOR SW 7705 WHEAT PENNY LRV 19
BORAL TILE: MISSION 'S'-Tile 1mscs6031 LATERRA BLEND

E1
BODY SW 7517 CHINA DOLL LRV 63
FASCIA AND STUCCO ACCENTS SW 7513 SANDERLING LRV 31
ACCENT AND FRONT DOOR SW 7019 GAUNTLET GRAY LRV 17
BORAL TILE: SAXONY 'SHAKE'-Flat Tile 1SKCF5261 NATURAL GREY FLASH
STONE: CORONADO-EASTERN MOUNTAIN LEDGE-BROOKSIDE

E2
BODY SW 7534 OUTERBANKS LRV 39
FASCIA AND STUCCO ACCENTS SW 7532 URBAN PUTTY LRV 54
ACCENT AND FRONT DOOR SW 7586 STOLEN KISS LRV 9
BORAL TILE: SAXONY 'SHAKE'-Flat Tile 1SKCF0023 MONTEREY SAND BROWN FLASH
STONE: CORONADO-EASTERN MOUNTAIN LEDGE-CHABLIS

E3
BODY SW 7030 ANEW GRAY LRV 49
FASCIA AND STUCCO ACCENTS SW 7018 DOVETAIL LRV 27
ACCENT AND FRONT DOOR SW 7033 BRAINSTORM BRONZE LRV 15
BORAL TILE: SAXONY 'SHAKE'-Flat Tile 1SKCF3763 KOKOMO BLEND
STONE: CORONADO-IDAHO DRYSTACK-CAPE COD GREY

E4
BODY SW 7522 MEADOWLARK LRV 25
FASCIA AND STUCCO ACCENTS SW 7524 DHURRIE BEIGE LRV 51
ACCENT AND FRONT DOOR SW 6207 RETREAT LRV 20
BORAL TILE: SAXONY 'SHAKE'-Flat Tile 1SKCF0007 TOFFEE
STONE: CORONADO-EASTERN MOUNTAIN LEDGE-CHESTNUT

E5
BODY SW 6149 RELAXED KHAKI LRV 52
FASCIA AND STUCCO ACCENTS SW 6145 THATCH BROWN LRV 17
ACCENT AND FRONT DOOR SW 2802 ROOKWOOD RED LRV 5
BORAL TILE: SAXONY 'SHAKE'-Flat Tile 1SKCF3233 BROWN BLEND
STONE: CORONADO-IDAHO DRYSTACK-CARMEL MOUNTAIN

F1
BODY SW 7017 DORIAN GRAY LRV 39
FASCIA AND STUCCO ACCENTS SW 7015 REPOSE GRAY LRV 60
ACCENT AND FRONT DOOR SW 2839 ROYCROFT COPPER RED LRV 7
BORAL TILE: SAXONY 'SLATE'-Flat Tile 1STCS3613 CHESTNUT BROWN
STONE: CORONADO-SIERRA LEDGE-CATHEDRAL GREY

F2
BODY SW 6121 WHOLE WHEAT LRV 50
FASCIA AND STUCCO ACCENTS SW 6151 QUIVER TAN LRV 22
ACCENT AND FRONT DOOR SW 2851 SAGE GREEN LIGHT LRV 16
BORAL TILE: SAXONY 'SLATE'-Flat Tile 1STCS0023 MONTEREY SAND BROWN FLASH
BRICK: CORONADO-SPECIAL USED-EAGLE BUFF

F3
BODY SW 7508 TAVERN TAUPE LRV 27
FASCIA AND STUCCO ACCENTS SW 7512 PAVILLION BEIGE LRV 48
ACCENT AND FRONT DOOR SW 7617 MEDITERRANEAN LRV 18
BORAL TILE: SAXONY 'SLATE'-Flat Tile 1STCS0330 APPALACHIAN BLEND
BRICK: CORONADO-BELGIAN BRICK-BEAR CREEK

F4
BODY SW 6150 UNIVERSAL KHAKI LRV 42
FASCIA AND STUCCO ACCENTS SW 6102 PORTOBELLO LRV 21
ACCENT AND FRONT DOOR SW 7585 SUNDRIED TOMATO LRV 7
BORAL TILE: SAXONY 'SLATE'-Flat Tile 1STCS3233 BROWN BLEND
STONE: CORONADO-SIERRA LEDGE-BOURBON CREEK

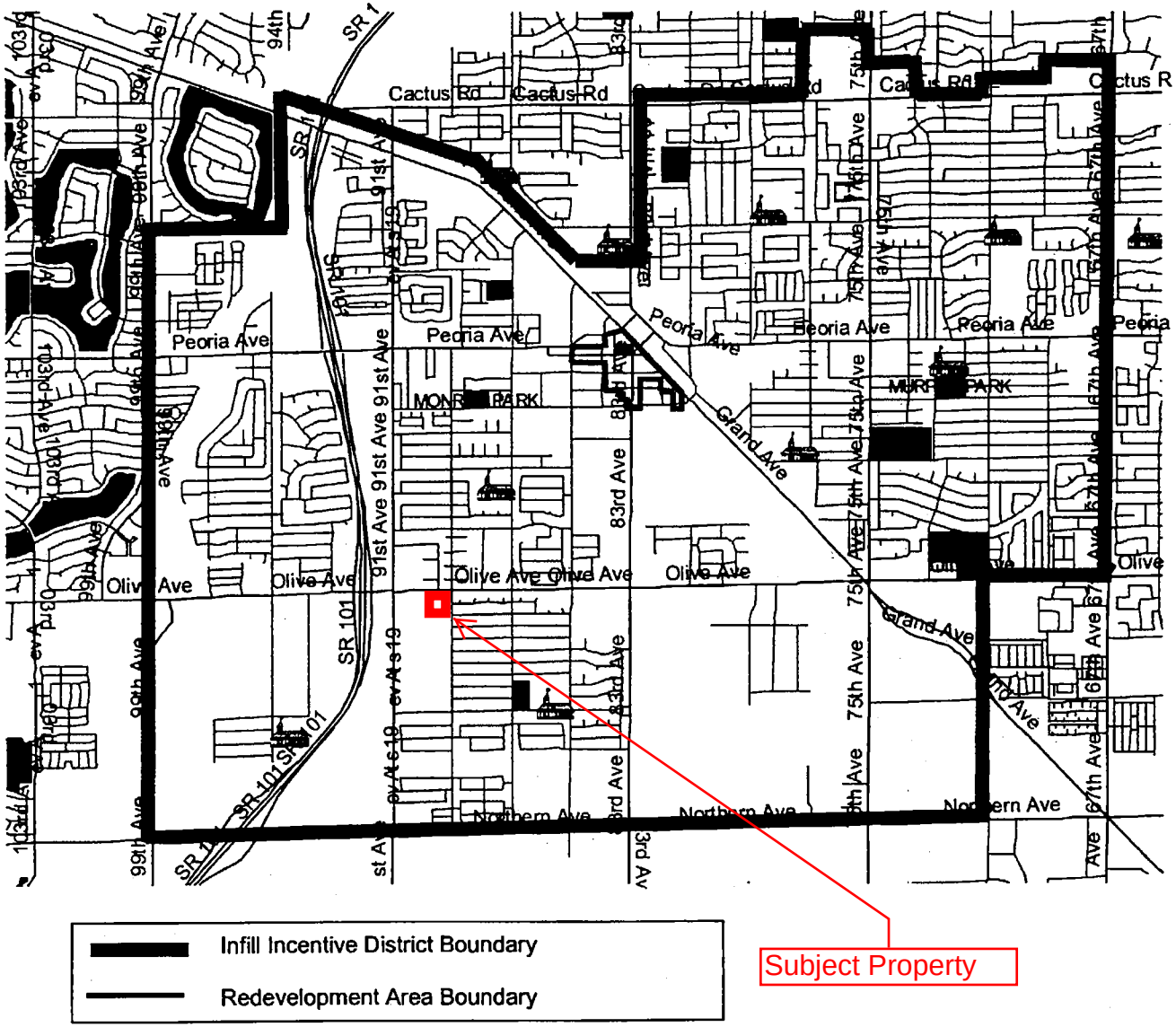
F5
BODY SW 6101 SANDS OF TIME LRV 39
FASCIA AND STUCCO ACCENTS SW 6095 TOASTY LRV 19
ACCENT AND FRONT DOOR SW 6356 COPPER MOUNTAIN LRV 17
BORAL TILE: SAXONY 'SLATE'-Flat Tile 1STCS0198 DUNES TAN
STONE: CORONADO-OLD WORLD LEDGE-BROOKSIDE

GARRETT-WALKER HOMES
LOCAL • EXPERIENCED • QUALITY

PRELIMINARY010616

PEORIA INFILL INCENTIVE DISTRICT MAP

Exhibit P



Resolution No. 02-122

EXHIBIT A – 8

20020733202

Exhibit 3

Draft Ordinance

ORDINANCE NO. 2016-32

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ZONING PROPERTY FROM GENERAL AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) DISTRICT FOR A DEVELOPMENT KNOWN AS TOWNLEY PARK; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on October 20, 2016 in zoning case Z16-0002 in the manner prescribed by law for the purpose of considering an amendment to the zoning district boundaries of property within the City of Peoria, Arizona to provide for rezoning of a parcel of land as described below from General Agricultural (AG) to the Townley Park Planned Area Development (PAD) zoning district as provided in Section 14-33 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on September 30, 2016; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

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

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A, and B to this Ordinance is hereby rezoned from General Agricultural (AG) to the Townley Park Planned Area Development (PAD) zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The Proposed development shall conform to the Townley Park PAD Standards & Guidelines Report dated August 18, 2016.
2. The development shall be limited to a maximum of forty (40) residential lots.

3. The Developer shall submit a resolution narrative for construction of the south perimeter wall prior to Preliminary Plat approval. This resolution is to provide the following:
    a. Submission of final wall designs, including final cross-view drawings showing maximum height of the wall on both sides from adjacent grade.
    b. Structure & design of wall shall meet all final Planning & Engineering requirements, and be in accordance with Article 14-3-5 of the Zoning Ordinance.
    c. If the wall is to be reconstructed in full or in part, the developer must obtain documented approval from affected adjacent property owners, including agreements to access the affected lots and maximum height of wall.
    d. If an agreement cannot be reached with the affected property owners, the developer is to submit this documentation as well to the City, along with an alternative screening and retention wall design proposal that has the new wall constructed immediately adjacent to the existing wall. This alternative design must be approved by the City's Planning & Engineering Divisions. If the said plan cannot prove to avoid damaging or negatively affecting the future integrity of the existing wall, then the developer must revert back to condition 3c, or adjust the layout of the subdivision.
4. Due to the emergency access corridor being less than 50 feet, the Developer shall provide safety mitigation in accordance with Section 20-78-3.II.A.1, in Chapter 3 of the Fire Design Standards Manual.
5. The Developer shall dedicate ROW along both Olive Avenue and 89th Avenue frontages per the City's Street Classification Map or as determined by the City Engineer to accommodate the ultimate development of the half-street.
6. The Developer shall dedicate an 8' PUE outside of the required ROW or private roadway Tract. No walls or retention shall be allowed within the PUE.
7. The Developer shall construct the half-street roadway along 89th Avenue frontage or as determined by the City Engineer.
8. The Developer shall dedicate thirty feet (30') of right-of-way along 89th Avenue.
9. The Developer shall dedicate a 30-foot by 30-foot right of way chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot right of way chamfer at all local/local roadway intersections.
10. The Developer shall install traffic signal interconnect conduit along the frontage of the parcel. Plans for the installation of the traffic signal interconnect conduit shall be submitted as part of the improvement plans, specifically on the Paving plans.
11. Streetlights are required to be installed by the Developer. The streetlight plan must be submitted with the second submittal of the improvement plans. The streetlights shall also be indicated on the Paving or Grading plan.

12. Prior to Final Plat recordation, the applicant shall obtain approval of final Grading, Drainage, Utilities, and Paving plans, in conjunction with a Final Drainage Report and Final TIA. These final plans and reports shall be in conformance with the approved Preliminary Plans and report.
13. The Final Plat shall be submitted with the first submittal of the civil improvement plans. The Final Plat shall be approved prior to permits being issued for the site.
14. If necessary, the applicant shall provide the City with two (2) copies of the updated PAD and an electric copy within sixty (60) days of the City Council action.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A, and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 22nd day of November, 2016.

_____
Cathy Carlat, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen J. Burg, Acting City Attorney

Published in: Peoria Times
Publication Dates: December 2, 2016
Effective Date:

EXHIBIT A

Townley Park Legal Description
Southwest Corner of
89th Avenue & Olive Avenue

Commencing at a brass cap in handhole marking the northwest corner of Section 34, Township 3 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, from which point a brass cap in handhole at the north quarter-corner of said Section 34 bears North 89 degrees 23 minutes 25 seconds East, 2641.31 feet;

thence along the north section line of said Section 34 North 89 degrees 23 minutes 25 seconds East, 747.01 feet to the POINT OF BEGINNING;

thence continuing along said north section line North 89 degrees 23 minutes 25 seconds East, 573.65 feet;

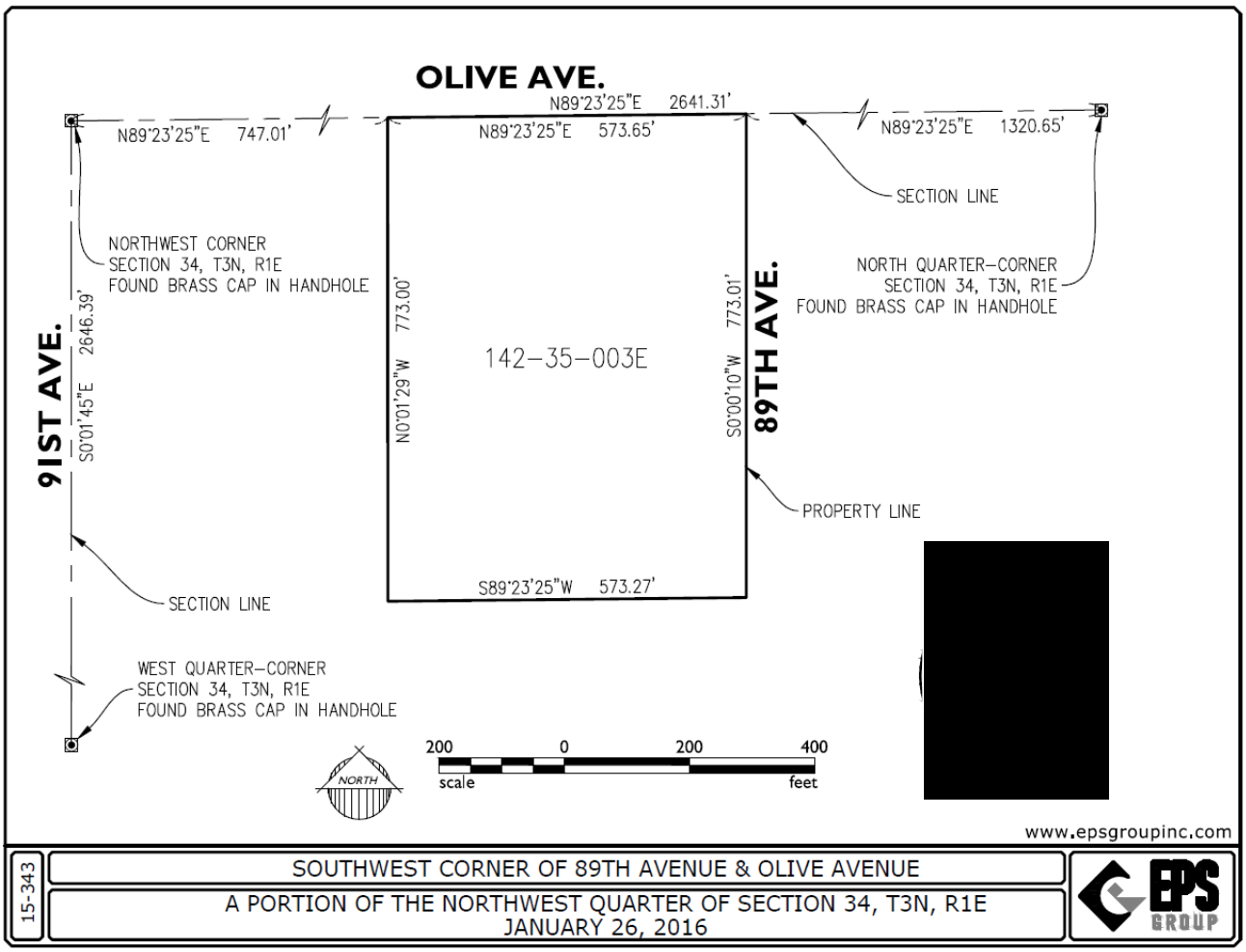
thence South 0 degrees 00 minutes 10 seconds West, 773.01 feet;

thence South 89 degrees 23 minutes 25 seconds West, 573.27 feet;

thence North 0 degrees 01 minutes 29 seconds West, 773.00 feet to the POINT OF BEGINNING.

Contains 10.1759 acres, more or less.

EXHIBIT B


OLIVE AVE.
N89°23'25"E 2641.31'
N89°23'25"E 747.01'
N89°23'25"E 573.65'
N89°23'25"E 1320.65'
SECTION LINE
NORTHWEST CORNER
SECTION 34, T3N, R1E
FOUND BRASS CAP IN HANDHOLE
NORTH QUARTER-CORNER
SECTION 34, T3N, R1E
FOUND BRASS CAP IN HANDHOLE
91ST AVE.
S0°01'45"E 2646.39'
N0°01'29"W 773.00'
142-35-003E
S0°00'10"W 773.01'
89TH AVE.
PROPERTY LINE
SECTION LINE
S89°23'25"W 573.27'
WEST QUARTER-CORNER
SECTION 34, T3N, R1E
FOUND BRASS CAP IN HANDHOLE
NORTH
200 0 200 400
scale feet
www.epsgroupinc.com
15-343
SOUTHWEST CORNER OF 89TH AVENUE & OLIVE AVENUE
A PORTION OF THE NORTHWEST QUARTER OF SECTION 34, T3N, R1E
JANUARY 26, 2016
EPS GROUP

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 20R.

Date Prepared: 10/26/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Conditional Use Permit Appeal, Medical Marijuana Dispensary, Southwest Corner 91st Avenue and Olive Avenue (CU16-0009)

Purpose:

This is a request for City Council to hold a Public Hearing to consider an appeal of the Planning and Zoning Commission's decision on September 29, 2016, to approve a Conditional Use Permit allowing the operation of a medical marijuana dispensary within a proposed 2,000 square foot building.

Prior to the Planning & Zoning Commission Public Hearing, the City had received two (2) letters of opposition. Subsequent to the required neighborhood meeting, one of the opposing parties rescinded its opposition. There were six (6) speakers from the public in favor and none opposed at the September 29, 2016 Planning & Zoning Commission Public Hearing. The appellant to this decision had not previously opposed the case and was not present at the 9/29/16 Public Hearing.

Background/Summary:

The subject property is undeveloped with the exception of the southern portion of the property, which contains a wireless communication facility (WCF) and paved parking area. The site is approximately 1.03 acres in area and located at the southwest corner of 91st Avenue and Olive Avenue. The property is zoned Intermediate Commercial (C-2), which requires the issuance of a Conditional Use Permit (CUP) for a medical marijuana dispensary.

On September 29, 2016, the Planning and Zoning Commission approved a Conditional Use Permit to allow the operation of a medical marijuana dispensary within a proposed 2,000 square foot building. All requirements set forth in the Zoning Ordinance concerning the proposed use have been met, as shown in the attached Planning and Zoning Commission report (Exhibit A).

Pursuant to Section 14-39-12.H of the Zoning Ordinance, any member of the public, including the applicant, may appeal a decision of the Planning and Zoning Commission, regarding a Conditional Use Permit, to the City Council. Such appeal must be filed within 15 calendar days of the date of the hearing with the Planning and Community Development Department. Staff has

received one letter of appeal from a resident located approximately 7,464 feet (a little less than a mile and a half) away from the subject property (Exhibit B-C).

When a Planning and Zoning Commission decision is appealed, the City Council makes the final determination to either reverse, modify or affirm the decision. The Council shall base its decision on the written findings previously issued by the Commission, applicable law, the review criteria stipulated below:

CUP Decision Criteria (14-39-12.E)

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.

   The City and the Planning & Zoning Commission has found that the proposal adheres to the CUP decision criteria. If Council reverses or modifies the decision of the Commission, the Council shall direct the City Attorney to prepare written findings setting forth the basis for the reversal or modification.

State Regulations

As outlined in the report and presentation to the Commission, Proposition 203 was passed on November 2, 2010, authorizing the use, sale, and cultivation of medical marijuana in Arizona. On April 14, 2011, the Medical Marijuana Act went into effect, which allowed one-hundred twenty-six (126) possible registration certifications for dispensaries throughout the state. The total number of certificates authorized was based on the number of pharmacies within the State. For every ten (10) licensed pharmacies, one (1) medical marijuana dispensary was allowed. The Arizona Department of Health Services (ADHS) limited the number of registered dispensaries according to geographic regions referred to as Community Health Analysis Areas (CHAA). One dispensary was permitted within each CHAA. A random selection process was used if more than one (1)

application was received for a CHAA. After the first three (3) years of receiving their registration certification, a dispensary may move anywhere within the state, regardless of the one dispensary per CHAA quota.

The City of Peoria currently lies within three (3) different CHAAs: #38 Maricopa Co. N, #39 Wickenburg, and #41 Peoria. The CHAA referred to as #41 Peoria contains a majority of the City and currently has a medical marijuana dispensary operating west of the southwest corner of 91st Avenue and Peoria Avenue (near Home Depot). This dispensary received approval for a Conditional Use Permit through the Planning and Zoning Commission on April 18, 2013. This has been the only operating medical marijuana dispensary within the City limits to date.

For the first time since the initial calculation, the number of pharmacies within the State has been re-evaluated and there are now thirty one (31) new dispensary registration certificates available. CHAAs will remain as-is and the disbursement of the dispensaries within the CHAAs will be based on the areas with the most registered patients. The CHAA referred to as #41 Peoria is currently ranked number seven (7) on the priority list for another dispensary.

The Medical Marijuana Act also authorizes cities the ability to enact reasonable zoning regulations that limit the use of land for registered nonprofit medical marijuana dispensaries and cultivation. The City's current medical marijuana regulations require a Conditional Use Permit and additional limitations that include distance and operational requirements, along with strict security measures. The proposal does meet all rules and regulations pertaining to medical marijuana dispensaries set forth by the Zoning Ordinance.

Outreach Requirements

Section 14-39-6 of the Zoning Ordinance requires a Notice of Application and Notice of Hearing to be provided to each owner of real property within six hundred (600) feet of the subject site, along with home owner association's within one (1) mile, along with publication in the Peoria Times and on-site posting.

Support / Opposition

Opposition was received from South Peoria Baptist Church, which is located approximately 390 linear feet away, property line to property line. They are opposed to the use of marijuana, which they see as a 'pathway' drug. Opposition was also received by the Westgreen Townhouses Association, which is located approximately 530 linear feet away, property line to property line. The main concerns of the association were the increase in crime and traffic to the immediate area due to the proposed use.

A neighborhood meeting was held in accordance with Section 14-36-12.F by the applicant on July 26, 2016, at the Peoria Public Library. One member of the public was in attendance. There was no opposition or concerns given by the public at this meeting. The Westgreen Townhouses Association representative was not able to attend the neighborhood meeting; therefore a special meeting was held at the townhomes' clubhouse on August 3, 2016, to include the representative, the applicant, and staff. By the conclusion of the meeting, the townhomes' representative was no longer opposed and later formally retracted their opposition.

On the day of the Planning and Zoning Commission hearing, the applicant was present, along

with numerous medical marijuana cardholders who spoke in support of the proposed use at the subject property. There were no attendees in opposition at the meeting. The Commission examined staff analysis and gave consideration to public testimony regarding this proposal. Based on the findings presented, the Commission voted unanimously to approve the requested Conditional Use Permit to Conditions 1-7 as contained in the staff report.

Appeal of Planning & Zoning Commission Action

Staff received one letter of appeal of the Planning and Zoning Commission's decision to approve this request in accordance with Section 14-39-12.H. The concern raised is the close proximity of the existing medical marijuana dispensary, this proposed medical marijuana dispensary, and a third medical marijuana dispensary proposed at 9240 W Northern Avenue (CU16-0015). Dispensaries are required to be a minimum of 2,640 feet away from another dispensary, per the Zoning Ordinance. All three locations meet this requirement (Exhibit D).

Previous Actions:

This request has been subject to the City's Conditional Use Permit process according to Section 14-39-12 of the Peoria Zoning Ordinance. A public hearing was held for this item at the September 29, 2016 Planning & Zoning Commission Meeting. The Commission unanimously approved this request with a 6-0 vote, subject to Conditions 1-7 as contained in the staff report. The meeting minutes are provided in Exhibit E.

Options:

Based upon written findings previously issued by the Commission, applicable law and the review criteria stipulated in the Zoning Ordinance, the City Council may:

A: Affirm the Planning & Zoning Commission's decision; or
B: Affirm the Planning & Zoning Commission's decision making findings setting forth the basis for the modification and directing the City Attorney to prepare such findings in writing; or
C: Reverse the Planning & Zoning Commission's decision, making findings setting forth the basis for the reversal and directing the City Attorney to prepare such findings in writing; or
D: Continue action to a date certain or indefinitely.

If the City Council reverses or modifies the decision of the Commission, the Council shall direct the City Attorney to prepare written findings setting forth the basis for reversal or modification.

Staff Recommendation:

Discussion and possible action to affirm, reverse, or modify the Planning and Zoning Commission's decision to approve a Conditional Use Permit for a medical marijuana dispensary located at the southwest corner of 91st Avenue and Olive.

Fiscal Analysis:

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

Narrative:

No further action would be necessary.

ATTACHMENTS:

Exhibit A - September 29, 2016 Planning and Zoning Commission Staff Report with Exhibits
Exhibit B - Letter of Appeal
Exhibit C - Distance Separation Map - Appellant
Exhibit D - Distance Separation Map - Medical Marijuana Dispensaries (Existing and Proposed)
Exhibit E - Excerprt of Planning and Zoning Commission September 29, 2016 Meeting Minutes

Contact Name and Number:

Chris M. Jacques, AICP, Planning Director (x7609)

BACKGROUND

Context

The applicant, Northern RE Investments LLC, is proposing to construct a 2,000 square foot medical marijuana dispensary at 8970 N 91st Avenue, which is located at the southwest corner of 91St Avenue and Olive Avenue. (Exhibit A)

General Plan

The subject property is designated Community Commercial on the General Plan Land Use Map, which promotes the development of large-scale retail buildings and shopping centers.

Zoning

The site is zoned Intermediate Commercial (C-2). The C-2 district is intended to provide opportunities for the sale of convenience goods and services. (Exhibit B)

Adjacent Uses and Zoning

Table 1 summarizes the existing land use, General Plan designation and zoning for the surrounding areas.

Table 1 – *Existing Land Use, General Plan, and Current Zoning*

	EXISTING LAND USE	GENERAL PLAN	ZONING
Subject Property	**Undeveloped Land**	**Community Commercial**	**Intermediate Commercial (C-2)**
North	QuikTrip Gas Station	Community Commercial	Planned Area Development (PAD)
South	Olive Retail Park	Community Commercial	Intermediate Commercial (C-2)
East	McDonald's Restaurant	Low Density Residential	Intermediate Commercial (C-2)
West	Loop 101 Freeway	Community Commercial	N/A

Other Related Policies and Project History

A previous site plan was approved for this location on August 19, 2009 with case PR09-09 (Exhibit C), with a six month site plan extension approved on March 1, 2011. A building permit was submitted on February 8, 2010, approved on July 22, 2011, but expired on September 19, 2013 due to inactivity. This site plan consisted of two buildings, one approximately 1,803 square feet and the second a multi-tenant building approximately 42,913 square feet. Both the previous and proposed site plans (Exhibit D) are similar in nature, in terms of circulation, parking, and building location.

State Regulations

Proposition 203 was passed on November 2, 2010 authorizing the use, sale, and cultivation of medical marijuana in Arizona. Prop 203 also authorized cities the ability to enact reasonable zoning regulations that limit the use of land for registered nonprofit medical marijuana dispensaries and cultivation. The Arizona Department of Health

Services (ADHS) is the agency responsible for the adoption and enforcement of the regulatory system currently used for the distribution of medical marijuana, including the system used for registering qualifying patients, designated caregivers, nonprofit dispensary/cultivation sites, and dispensary/cultivation agents.

The Medical Marijuana Act went into effect on April 14, 2011. Applications for a dispensary registration certificate were not accepted until May, 2012. The total number of certificates authorized was based on the number of pharmacies within the State. For every ten (10) licensed pharmacies, one (1) medical marijuana dispensary was allowed. This equated to one-hundred twenty-six (126) possible certifications/dispensaries. In an effort to ensure patient access throughout the State, ADHS limited the number of registered dispensaries according to geographic regions referred to as Community Health Analysis Areas (CHAA). One dispensary was permitted within each CHAA (Exhibit E). A random selection process was used if more than one (1) application was received for a CHAA.

The City of Peoria currently lies within three (3) different CHAAs: #38 Maricopa Co. N, #39 Wickenburg, and #41 Peoria. The CHAA referred to as #41 Peoria contains a majority of the City and currently has a medical marijuana dispensary operating west of the southwest corner of 91st Avenue and Peoria Avenue (Exhibit F). This dispensary received approval for a Conditional Use Permit through the Planning and Zoning Commission on April 18, 2013. This has been the only operating medical marijuana dispensary within the City limits to date.

For the first time since the initial calculation, the number of pharmacies within the State has been re-evaluated and there are now thirty one (31) dispensary registration certificates available. ADHS was accepting applications between July 18-29, 2016. The CHAAs will remain as-is and the disbursement of the dispensaries within the CHAAs will be based on the areas with the most registered patients. The CHAA referred to as #41 Peoria is currently ranked number seven (7) on the priority list for another dispensary (Exhibit G).

APPLICANT'S PROPOSAL

Goal/Purpose of Request

The applicant is requesting the approval of a Conditional Use Permit to operate a medical marijuana dispensary within a proposed 2,000 square foot building, which will consist of a lobby, patient consulting area, order assembly/cashier area, along with office and storage space (Exhibit H). The proposed hours of operation are Sunday through Saturday from 8:00 a.m. to 9:00 pm.

Development Information

- Existing Use: Undeveloped Land
- Proposed Use: Medical Marijuana Dispensary

- Property Size: 1.03 Acres

DISCUSSION AND ANALYSIS

Details of Request (Exhibit I)

As stated above, the applicant is proposing to operate daily from 8:00 a.m. to 9:00 p.m. The number of employees present at any one time will range from eight (8) to fourteen (14) depending on the staffing needed to serve patients. The average number of patients during a non-peak time is five (5) with peak times increasing to fifteen (15). The waiting area has capacity for twenty (20) patients. The applicant is anticipating approximately 150 patients per day. Patient visits are typically short, lasting less than ten (10) minutes.

Once a patient enters the facility, they are required to check in and produce a valid ADHS Medical Marijuana Patient Registration Card (MMRC) along with an Arizona issued License or Identification Card. Their MMRC is also checked against the State's database to ensure expiration has not occurred and that the patient has a sufficient allotment allowed to purchase, which is no more than two and one-half (2.5) ounces of medical marijuana during any fourteen-day (14) period. This is all done in the lobby where there is no access to any medical marijuana. Once the patient has been verified, they wait to be brought back to the patient consulting area with a patient consultant. At this point, they would be able to look at the various products offered. The patient would then place their order. Staff would then assemble the order and receive payment in the order assembly/cashier area. The patient is then given their product in a plain unmarked bag where each product is sealed separately. The patient then leaves the building without reentering

The medical marijuana is offered in its natural plant form, as well as preparations made from the marijuana plant, including infused edibles, topical lotions, balms, and oils. There will be limited ancillary sales of products designed to aid in the administration of the medical marijuana. This includes items such as grinders, lighters, electronic vaporizer pens, and similar delivery methods. Items such as water pipes, which are typically found in "smoke" shops will not be sold.

Security measures have been taken as required by ADHS and the City. There will be signage clearly posted making patients aware that on-premise use of any product is strictly prohibited. A security guard will be posted onsite during all business hours to ensure no one is loitering or using product on the premises. There will also be a security system installed to include a video surveillance system consisting of thirty-two (32) cameras covering the entrance, outside walls of the building, parking lot, and the interior of the building. The cameras will record 24-hours per day and footage will be kept for sixty (60) days. If a patient violates any rules, they will no longer be allowed to make purchases from the dispensary and could lose their MMRC privileges altogether.

Applicability

The subject property is zoned C-2, which allows a medical marijuana dispensary through the issuance of a Conditional Use Permit, subject to limitations.

Article 14-9-5-M.1-2 of the Zoning Ordinance provides the following limitations on medical marijuana dispensaries. Staff responses are in *italics*.

1. Medical Marijuana remnants or by-products shall be disposed of according to an approved plan and not placed within the facility's exterior refuse containers.

   All Medical Marijuana products are pre-packaged; therefore there will not be any remnants or by-products. If a pre-packaged product is discarded, it will be transported in an unmarked vehicle by a registered dispensary agent carrying a manifest listing all products to be returned and a trip plan back to the original source. All transportation of product is in accordance with State regulations.

2. There shall be no emission of dust, fumes, vapors, or odors into the environment from the premises.

   All Medical Marijuana products are pre-packaged and on-premise consumption is prohibited; therefore the emission of dust, fumes, vapors, or odors will not occur onsite.

3. Signage for dispensaries shall be limited to the name of the business only, and no advertising of the goods and/or services shall be prohibited.

   Signage for the dispensary will be limited to the name of the business only with no advertising of goods or services.

4. Medical Marijuana Dispensaries shall be located in a permanent building on an established foundation adhering to Peoria building codes and shall not include any temporary, portable, or self-powered mobile facilities.

   A 2,000 square foot permanent building is proposed as shown on the attached site plan. All City codes and requirements will be met. Any temporary, portable, self-powered mobile facility is prohibited.

5. An active Security Management Plan shall be approved by the Police Department The Plan shall include, but is not limited to:

   a. Security Cameras shall be installed and maintained in good condition, and used in an on-going manner. Recordings shall be retained for a minimum of 60 days and comply with any additional standards defined by the Security Management Plan.

b. The business space shall be alarmed with an alarm system that is operated and maintained by a recognized security company.

c. A security guard shall be provided at the main entrance during all hours of operation. For the purposes of this Section, "security guard" shall mean licensed and duly bonded security personnel registered pursuant to A.R.S. 32-601.

The Peoria Police Department have reviewed and approved the security plan (Exhibit J) for the dispensary. Thirty-two (32) security cameras are proposed with footage kept for sixty (60) days. There will be an alarm system and a security guard will be posted at the main entrance during hours of operation.

6. Vehicular access into the center or site containing the dispensary shall be from an arterial roadway.

   The dispensary can be accessed from 91st Avenue through the Olive Retail Park, which is the adjacent parcel to the south. There is a cross-access easement currently recorded allowing this access.

7. The use shall not be located within 2,640-feet of another Medical Marijuana Dispensary or Medical Marijuana Manufacturing or Cultivation Facility.

   The closest location, Arizona Natural Selections, is over 2,640 feet away.

8. The use shall not be located within 1,000-feet of the property line of Day-Care Facilities, Pre-Schools, Public/Charter or Private Schools.

   The closest location, Alta Loma Elementary School, is over 1,000 feet away.

9. The use shall not be located within 1,000-feet of a Retail Liquor Store; Tavern, Bar or Lounge; Adult Use; Substance Abuse Treatment Centers; or State Local Alcohol Reception Center.

   The area surrounding the proposed location does not contain any of these uses.

10. The use shall not be located within 500-feet of the property line of a residentially-zoned property.

    The closest location, Crosspointe single-family subdivision, is just over 500 feet away.

11. The product offered for retail sales to Medical Marijuana Cardholders shall be inaccessible to the public entering the Medical Marijuana Dispensary. All product provided for retail sales shall be located behind a counter staffed by a Nonprofit Medical Marijuana Dispensary Agent as defined by A.R.S.§ 36- 2801.et.seq.

The dispensary will only sell product to Medical Marijuana Cardholders that are inaccessible to the public and placed behind a counter staffed with a Dispensary Agent.

12. The Dispensary shall have operating hours not earlier than 8:00 a.m. and not later than 9:00 p.m.

    The hours of operation will be daily from 8:00 a.m. to 9:00 p.m.

13. The Cultivation of Marijuana is prohibited.

    No on-site cultivation is proposed.

14. Delivery services are prohibited.

    The dispensary will not be making any deliveries.

15. Drive-through services and sales are prohibited.

    The proposed site plan does not include a drive-through.

16. Alcoholic beverages shall not be sold, stored, distributed or consumed on the premises.

    No alcoholic beverages will be sold, stored, distributed or consumed on the premises.

17. The Dispensary shall not have outdoor seating areas, but shall have adequate indoor seating to prevent outside loitering.

    There is no outdoor seating proposed on the site plan. The dispensary will have seating in the lobby for up to 20 patients.

18. The business entrance and all window areas shall be illuminated during evening hours and shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding etc.

    The dispensary will utilize lighting in line with City standards.

19. The windows and/or entrances shall not be obstructed and must maintain a clear view into the premises during business hours.

    The windows and/or entrances of the dispensary will not be obstructed and will maintain a clear view into the premises during business hours.

20. The use shall provide a plan to ensure that no consumption of Marijuana or any product containing Marijuana occurs on the premises of a Medical Marijuana Dispensary.

    Marijuana consumption is prohibited on the premises. Signs will be posted on site, along with security personnel .

21. Tenant improvement plan shall ensure that ventilation, air filtration, building and design standards are compatible with adjacent uses and the requirements of adopted building codes.

    The applicant will utilize all proper ventilation, air filtration, and building design according to the building codes adopted by the City of Peoria.

Section 14-39-12 of the Zoning Ordinance outlines the applicable criteria for evaluating Conditional Use Permits. In general, the purpose of a CUP is to mitigate any identified negative impacts on the surrounding neighborhood that may result from a specific use, and provide controls to ensure maximum compatibility between nearby land uses.

Compatibility With Surrounding Land Uses

The proposal meets all distance separations required for medical marijuana dispensaries, including separation from schools, day care centers, bars, taverns, liquor stores, substance abuse treatment centers, and residentially-zoned properties (Exhibit K). A list of all businesses located within 1,000 feet has also been provided (Exhibit L).

A second dispensary in the City creates an opportunity to better serve the citizens requiring this service, as Peoria has been identified by the ADHS as having the seventh (7^{th}) highest number of Medical Marijuana cardholders in the state. The proposal will also utilize a vacant piece of land that contains an irregularly shaped utility easement, a wireless communications facility, and has no direct access to the two adjacent arterial roads. The proposed use is in character with the surrounding commercial uses located at each corner, which include two gas stations and a fast food restaurant.

If any issues arise regarding the operation of the business, Section 14-39-12.I of the Zoning Ordinance provides the Planning Manager with continuing jurisdiction over all Conditional Use Permits. This means that a permit may be revoked, modified, or suspended should any of the following occur:

a. The permit was obtained by fraud or misrepresentation;
b. The use authorized by the CUP has been exercised in violation of the conditions of approval.
c. A change in circumstances where the following has occurred:
    1. Impacts from the approved CUP to neighboring properties; and
    2. Changes in aesthetic or environmental impacts such as noise, odors, or pollution.

d. The use authorized by the CUP is operated in a manner that constitutes a nuisance to neighboring property owners, adjacent neighborhoods, or the City; or is exercised in a manner that is detrimental to the public health, welfare or safety.

COMMUNITY INVOLVEMENT

Outreach Requirements

The application was properly noticed pursuant to Section 14-39-6 of the Peoria Zoning Ordinance, which includes notification to all property owners within 600 feet of the site and registered HOA's within one (1) mile, posting a sign on the site, and placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

Support / Opposition

Opposition was received on June 20, 2016 from South Peoria Baptist Church (Exhibit M). The church is located approximately 390 linear feet away, property line to property line (Exhibit N) and is opposed to the use of marijuana and sees it as a 'pathway' drug. The applicant has made numerous attempts to meet with the church, but has been unsuccessful (Exhibit O).

Opposition was also received on July 25, 2016 from a representative of the Westgreen Townhouses Association (Exhibit P). The townhomes are located approximately 530 linear feet away, property line to property line (Exhibit Q). The opposition is outlined in Exhibit P, but the main concerns were the increase of crime and traffic in the immediate area due to the proposed use. The townhomes' representative was not able to attend the neighborhood meeting; therefore a special meeting was held at the townhomes' clubhouse on August 3, 2016, to include the representative, the applicant, and staff. A short video was played depicting business operations and security measures in use for an existing medical marijuana dispensary currently operated by the applicant. Information concerning trip generation in comparison to other commercial uses out-right permitted at the subject property was also discussed. By the conclusion of the meeting, the townhomes' representative was no longer opposed to the medical marijuana dispensary at the proposed location (Exhibit R).

Since the opposition was received within 21 days of the notice of application in accordance with Section 14-39-12.F a neighborhood meeting was required to be held by the applicant. The applicant provided notice for the neighborhood meeting in accordance with Section 14-39-6. The meeting was held on July 26, 2016, at the Peoria Public Library in the Willow conference room at 6:00 p.m. One member of the public was in attendance at the neighborhood meeting (Exhibit S). There was no opposition or concerns given by the public at the neighborhood meeting.

Proposition 207 Waiver

The voters of Arizona approved Proposition 207, which among other things requires municipalities to compensate property owners for actions which have the effect of

diminishing the value of property. The City Attorney's Office has drafted an agreement which waives the applicant's rights to future Proposition 207 claims against the City. Accordingly, the applicant has furnished a signed and notarized Proposition 207 Waiver.

STAFF RECOMMENDATION

Based on the following findings:

1. The request is consistent with the City of Peoria Zoning Ordinance and compatible with the uses in the surrounding area;
2. The proposal meets the Conditional Use Permit standards and complies with the use limitations for a Medical Marijuana Dispensary;
3. The application has been reviewed and approved by the Peoria Police Department;
4. The use will be located and will operate in a manner that protects the adjacent properties and businesses from nuisances and is consistent with a retail/service character of the area;
5. The use, in conjunction with the conditions of approval, will operate in a manner that will not negatively impact the adjoining uses; and,
6. The applicant/owner has submitted a signed and notarized a Proposition 207 waiver, which will be recorded with the conditions outlined below.

Staff recommends that the Planning and Zoning Commission take the following action:

Approve the applicant's request for a Conditional Use Permit under Case CU16-0009, subject to the following conditions:

1. The development and use shall substantially conform to the Project Narrative, Security Plan, Floor Plan, and Site Plan as contained in the staff report to the Planning & Zoning Commission dated September 29, 2016.
2. A formal Site Plan application is required, at which time additional revisions may be required. If revisions cause the site layout to no longer substantially conform to the site plan approved with this Conditional Use Permit (CUP), an amendment to the CUP will be required.
3. In accordance with Section 14-39-12.B.5 of the Peoria Zoning Ordinance (1977 Edition), the Conditional Use Permit will expire on March 29, 2018 if the use has not begun operating or a building permit has not been obtained.
4. The applicant shall secure any necessary security system and/or alarm system permits from the Peoria Police Department.
5. The use shall fully comply with all state and local laws and Arizona Department of Health Services regulations pertaining to medical marijuana dispensaries;
6. The applicant shall post a "No Loitering" sign on all sides of the building.

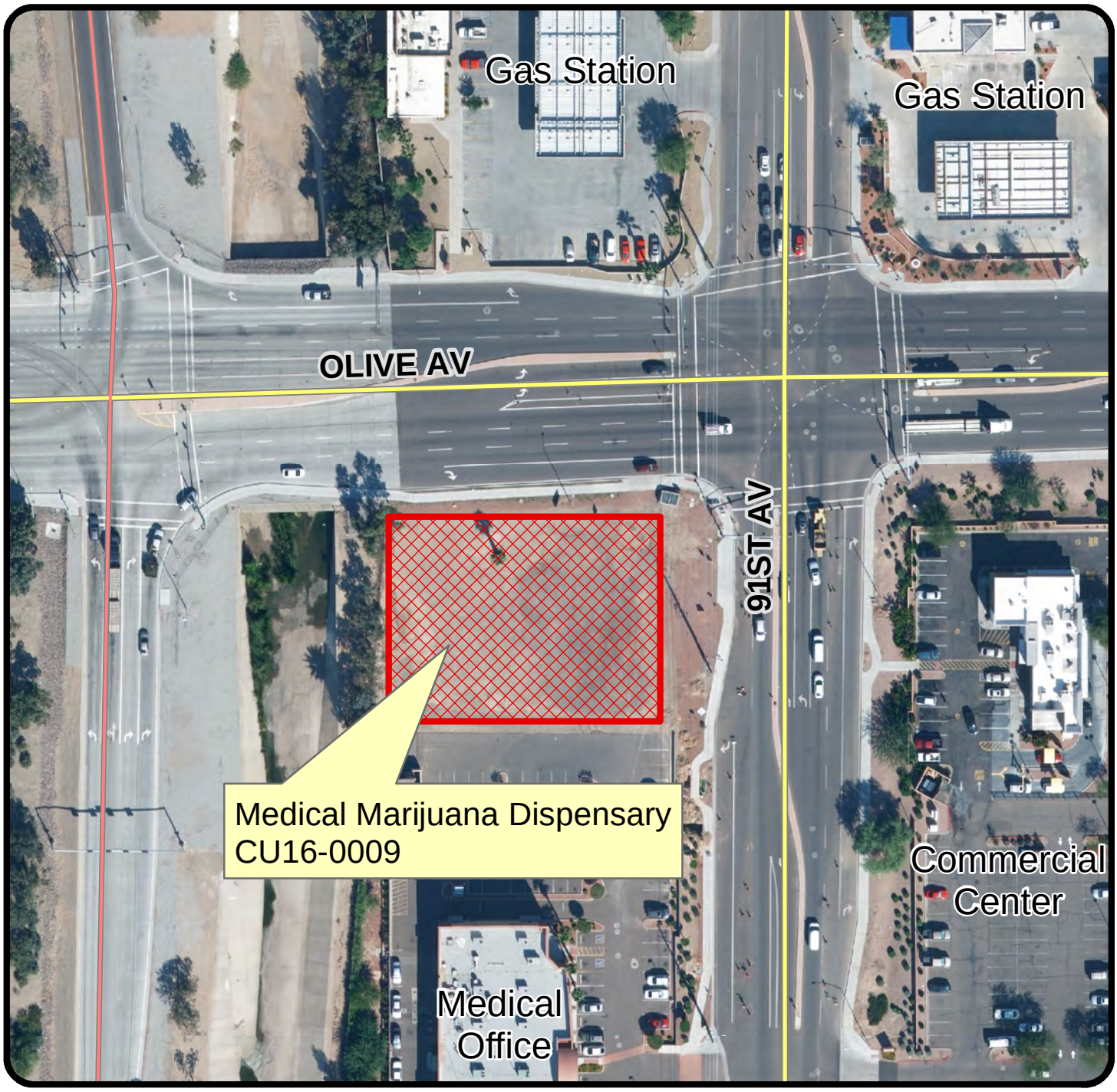
REPORT PREPARED BY

Jennifer Fostino
Planner
623-773-7565
Jennifer.fostino@peoriaaz.gov

ATTACHMENTS:

Exhibit A	Vicinity Map
Exhibit B	Zoning Map
Exhibit C	Previous Site Plan Approval
Exhibit D	Proposed Site Plan
Exhibit E	CHAA's Within Peoria
Exhibit F	Current Dispensary Location
Exhibit G	CHAA Priority List
Exhibit H	Floor Plan
Exhibit I	Project Narrative
Exhibit J	Security Plan
Exhibit K	Distance Separation Map
Exhibit L	Surrounding Business List
Exhibit M	Opposition – South Peoria Baptist Church
Exhibit N	Distance Separation Map – South Peoria Baptist Church
Exhibit O	Outreach Efforts to South Peoria Baptist Church
Exhibit P	Opposition – Westgreen Townhomes
Exhibit Q	Distance Separation Map – Westgreen Townhomes
Exhibit R	Retracted Opposition – Westgreen Townhomes
Exhibit S	Neighborhood Meeting Documentation

CU16-0009 Vicinity Map



CU16-0009 Medical Marijuana Dispensary

Applicant: Edward Judice

Request: The applicant is requesting a Conditional Use Permit for a medical marijuana dispensary.

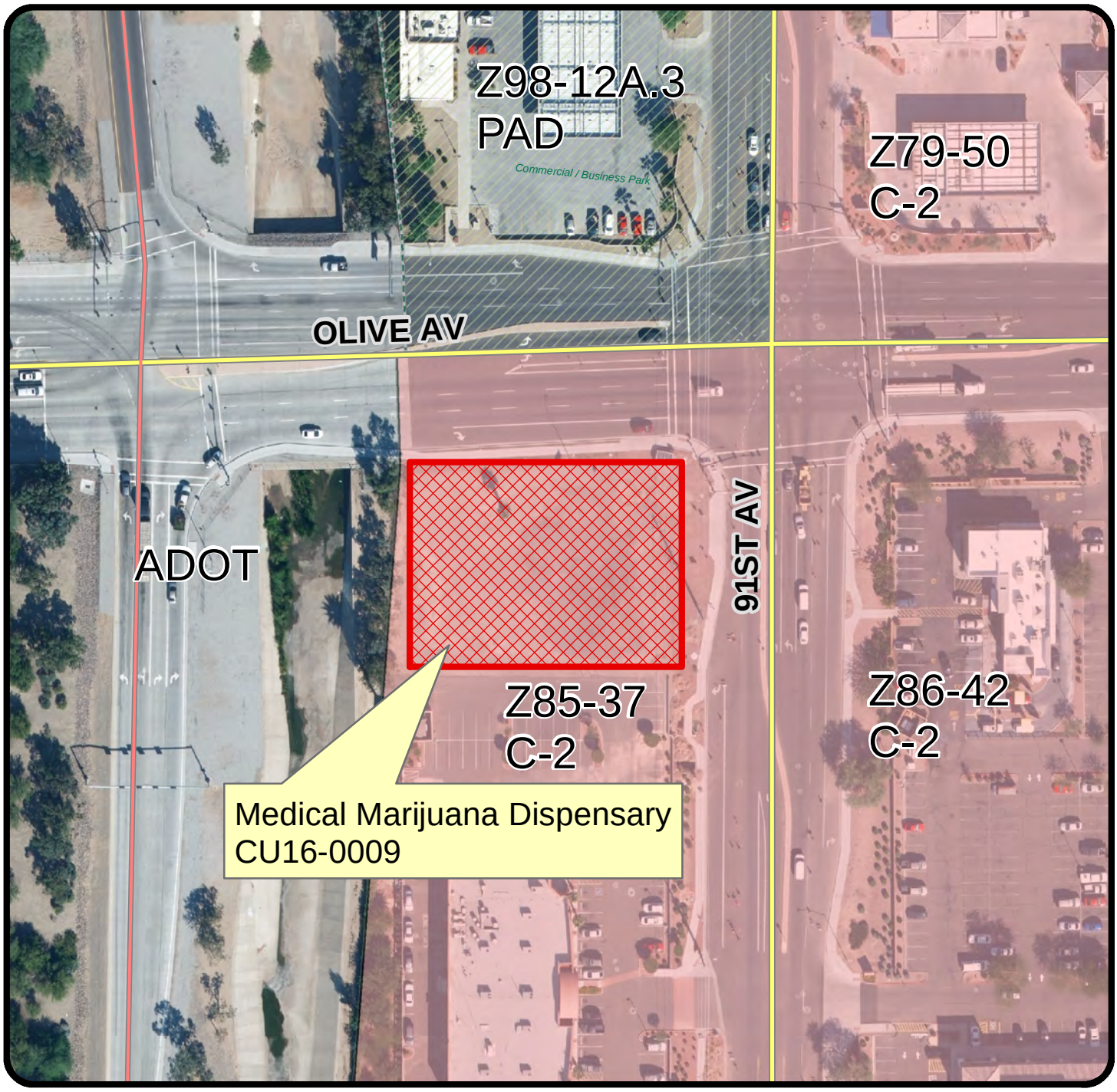
Location: The southwest corner of 91st Avenue and Olive Avenue.

Exhibit A

N

Not to Scale

CU16-0009 Zoning Map



CU16-0009 Medical Marijuana Dispensary

Applicant: Edward Judice

Request: The applicant is requesting a Conditional Use Permit for a medical marijuana dispensary.

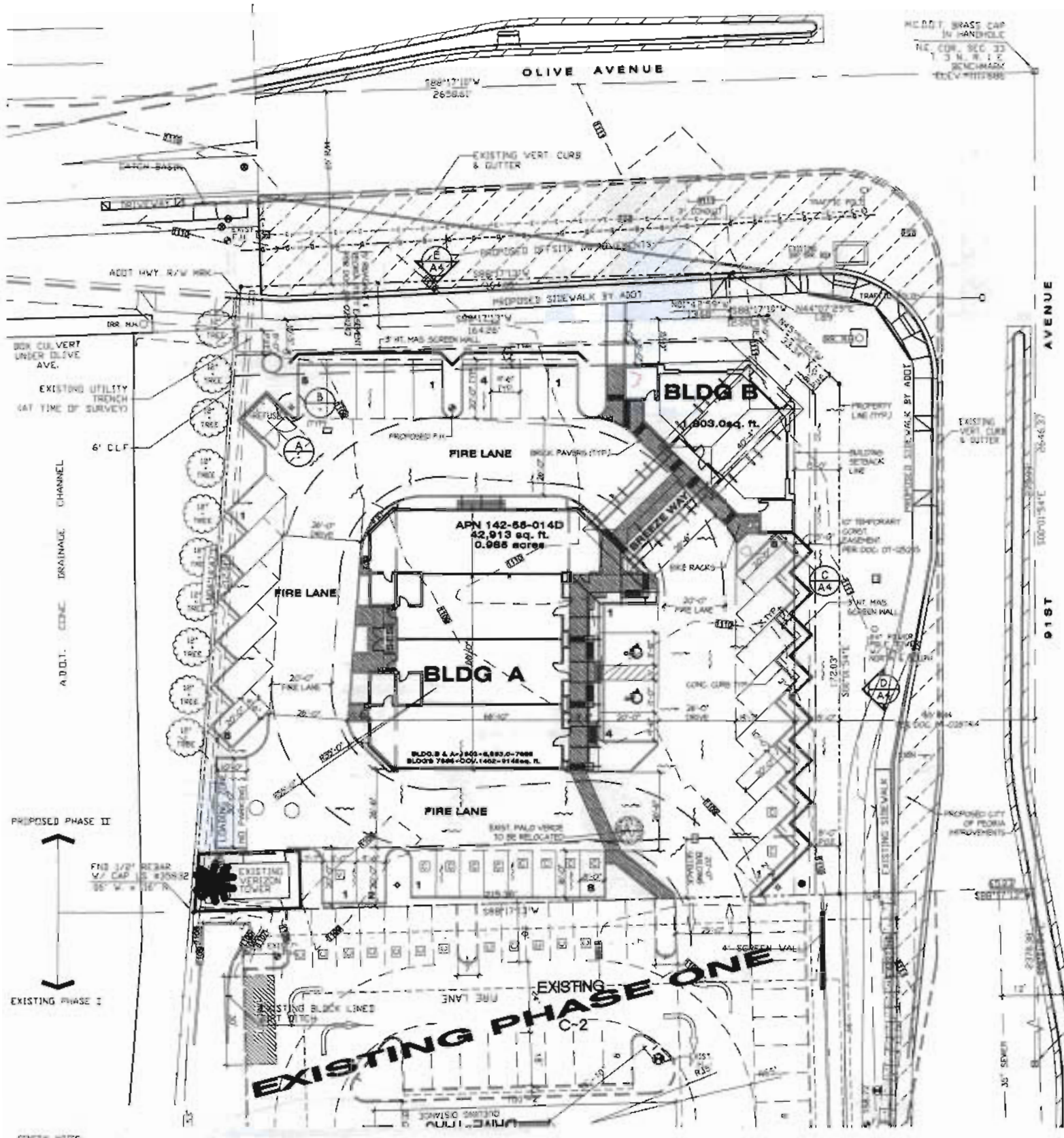
Location: The southwest corner of 91st Avenue and Olive Avenue.

Exhibit B

N

Not to Scale

Exhibit C



GENERAL NOTES

1. ALL SIGNAGE SHALL BE SUBJECT TO A SEPARATE REVIEW AND APPROVAL PROCESS.
2. ALL NEW GROUND-MOUNTED AND ROOF-MOUNTED EQUIPMENT, INCLUDING UTILITIES, SHALL BE SCREENED FROM VIEW.
3. TRASH ENCLOSURE WILL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PEORIA STANDARD DETAIL 'DE 146-2A-4' AND SECTION 14-2-16 OF THE CITY OF PEORIA ZONING ORDINANCE.
4. (LANDSCAPE PLAN) A PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO THE GROUND PRIOR TO AND AFTER THE PLACEMENT OF NATURAL SURFACE MATERIALS IN ANY LANDSCAPED AREA.
5. (LANDSCAPE PLAN) ALL LANDSCAPE AREAS FINISHED WITH DECOMPOSED GRANITE SHALL UTILIZE A MIN. OF 3/4" MINUS DECOMPOSED GRANITE TO A DEPTH OF AT LEAST 2" AND SHALL BE SPRAYED WITH A PRE-EMERGENT PRIOR TO AND AFTER PLACEMENT.

ARCHITECTURAL SITE PLAN

SCALE: 1" = 20'

20 10 0 20 40 60

SCALE IN FEET

PROJECT DESCRIPTION :

A PROPOSED RETAIL SHELL STRUCTURE FOR FUTURE TENANT IMPROVEMENTS OF 7,686 SQ. FT. LEASABLE AND 9,250 SQ. FT. UNDER ROOF IN AN EXISTING C-2 ZONING. THE PROPOSED USAGE IS IN COMPLIANCE WITH THE EXISTING C-2 ZONING AS STATED BY THE CITY OF PEORIA ZONING ORDINANCE. THE PROJECT IS IN CONFORMANCE WITH THE EXISTING SURROUNDING AND ADJACENT USAGE. NO TENANTS HAVE BEEN ASSIGNED AT THE TIME OF THIS SUBMITTAL. THE PROPOSED ON-SITE PARKING IS ADEQUATE FOR THE PROJECTED USE WITH ADDITIONAL PARKING SPACES FOR POSSIBLE HIGHER DEMAND USES.

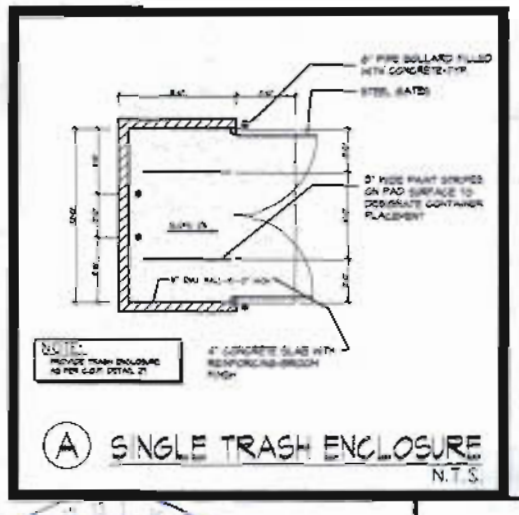
PROJECT DATA

PARCEL NO.	142-55-014-H
OWNER:	JADE II ENTERPRISES, L.L.C. OWNER : MR. MRS. GOLD 8350 E RAINTREE DR STE 15 SCOTTSDALE AZ 85260 USA
ARCHITECT:	JOHN T. PELA AND ASSOCIATES, INC. 2930 E NORTHERN AVE, SUITE A-100 PHOENIX AZ. 85028 PHONE # 623-462-1778 FAX # 602-788-5855 johnt@pelaarchitect.com
PROJECT CONTACT:	CONTACT : FARHAN ROD 2930 E NORTHERN AVE BLDG A PHOENIX AZ. 85028 PHONE # 623-224-1788 FAX # 602788-5855
PROPERTY ADDRESS:	8920 N. 91ST AVENUE PEORIA, AZ. 85345
ZONING:	PEORIA C-2, INTERMEDIATE COMMERCIAL
NET LOT AREA :	0.985 ACRES MORE OR LESS
GROSS LOT AREA :	74,447 SQFT. EQUAL TO 1.709 ACRES MORE OR LESS
OCCUPANCY :	B OR M (SUBJECT TO TENANT IMPROVEMENTS)
CONSTRUCTION TYPE:	2B II (FIRE SPRINKLERED)
PROPOSED USE	RETAIL
PROPOSED BUILDING AREA:	9146.0 SQ. FT. UNDER ROOF 7686 SQ. FT. LEASABLE
LOT COVERAGE:	21.2 %
PROPOSED HEIGHT:	33'-0" MAX
REQUIRED PARKING:	7686x90/250= 216 SPACES
ACCESSIBLE PARKING:	2 SPACES.
STANDARD PARKING	12 SPACES @ 90 °
STANDARD PARKING	14 SPACES @ 45 °
COMPACT PARKING	6 SPACES.
LOADING SPACE	1 SPACE
VERIZON MAINTENANCE PARKING	1 SPACE
TOTAL PARKING	36 SPACES.

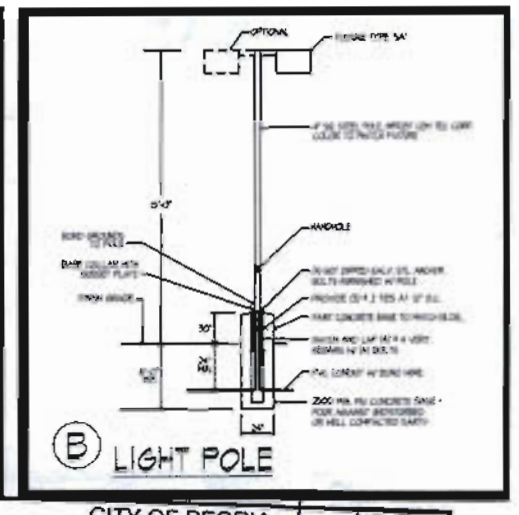
LEGEND

- PROPERTY LINE
- CENTER LINE
- CHAIN LINK FENCE (C.L.F.)
- GAS BLUE STAKE LINE
- ELECTRIC BLUE STAKE LINE
- BRASS CAP IN HANDHOLE
- PROPERTY OR R/W CORNER CALC PER TITLE REPORT
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT-OF-WAY
- E.B. ELECTRIC BOX
- F.H. FIRE HYDRANT
- J.B. JUNCTION BOX
- S.M. SEWER MANHOLE
- SIGN
- TRAFFIC POLE
- T.S.B. TRAFFIC SIGNAL BOX
- W.V. WATER VALVE
- PALO VERDE
- TREE
- PALM TREE
- VERIZON MAINTENANCE PARKING SPACE
- COMPACT PARKING SPACE
- POLE LIGHT- SEE DETAIL
- CATCH BASIN TO UNDERGROUND RETENTION
- DRAINAGE DIRECTION ARROWS

EXISTING C-2 ZONING



(A) SINGLE TRASH ENCLOSURE N.T.S.



(B) LIGHT POLE

RECEIVED JUN 2009 PROG-09 2

CITY OF PEORIA SITE PLAN APPROVAL

APPROVED DATE 8/14/09

☐ YES ☐ NO CONDITIONS

☐ YES ☐ NO BY PLANNER

FIRE DEPARTMENT NOTES

1. ALL BUILDINGS AND STRUCTURES SHALL CONFORM TO THE INTERNATIONAL FIRE CODE 2003 AS AMENDED BY THE CITY OF PEORIA AMENDMENTS, AND NATIONAL FIRE PROTECTION ASSOCIATION CODES AND STANDARDS.
2. FIRE HYDRANTS:
   2.1 Maintain a minimum of 3 feet clear space around fire department connections. Do not plant trees or [illegible] that will encroach upon the required space when mature.
   2.2 Fire hydrants and Fire Department connection shall be located on the same side of [illegible].
3. FIRE LANES SHALL BE DESIGNATED BY THE FIRE CHIEF. THE CURB IN FRONT OF EACH DESIGNATED STRUCTURE SHALL BE POSTED WITH SIGNS READABLE FROM EITHER DIRECTION OF TRAVELING VEHICLES APPROACHING POINTS WITHIN 75 FEET ON CENTER OR BE PAINTED RED AND MARKED FIRE LANE WHITE BLOCK LETTERS SPACED 50 FEET ON CENTER.
4. KEY BOXES ARE TO BE INSTALLED ON ALL SIDES OF A STRUCTURE WHERE THERE ARE ACCESS DOORS. A FULL SET OF KEYS TO OPEN ALL AREAS INSIDE AND OUTSIDE THE STRUCTURE, TO INCLUDE THE FIRE ALARM PANEL, SHALL BE PLACED INSIDE THE KEY BOX. KEY BOXES ARE TO BE LOCATED NO HIGHER THAN 60" ABOVE FINISHED GRADE.
5. FIRE APPARATUS ACCESS ROADS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OF THIS PROJECT. THE MINIMUM STANDARDS SHALL COMPLY WITH SECTIONS 503.1 AND 503.2 OF THE INTERNATIONAL FIRE CODE WITH CITY OF PEORIA AMENDMENTS PER SECTION 503.3 PROVIDE A SIGN AT THE ENTRANCE OF THE PROPERTY DURING CONSTRUCTION. THE SIGN SHALL BE 48" X 48" WITH RED LETTERING ON A WHITE BACKGROUND STATING "FIRE ACCESS ROAD – NO PARKING 8920 NORTH 91ST AVENUE."
6. EACH FIRE DEPARTMENT CONNECTION SHALL BE DESIGNATED BY A SIGN HAVING LETTERS, AT LEAST 1 IN. (25.4 MM) IN HEIGHT THAT READS "STANDPIPE."
7. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED NOT LESS THAN 18 IN. (457 MM) NOR MORE THAN 48 IN. (1219 MM) ABOVE THE LEVEL OF THE ADJOINING GROUND, SIDEWALK, OR GRADE SURFACE.
8. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED AND ARRANGED SO THAT HOSE LINES CAN BE ATTACHED TO THE INLETS WITHOUT INTERFERENCE FROM NEARBY OBJECTS, INCLUDING BUILDINGS, FENCES, POSTS, LANDSCAPING, VEHICLES, OR OTHER FIRE DEPARTMENT CONNECTIONS.
9. WHEN AUTOMATIC FIRE SPRINKLERS ARE ALSO SUPPLIED BY THE FIRE DEPARTMENT CONNECTION, THE SIGN OR COMBINATION OF SIGNS SHALL INDICATE BOTH DESIGNATED SERVICES (I.E., "STANDPIPE AND AUTOSPKR." OR "AUTOSPKR AND STANDPIPE"). A SIGN ALSO SHALL INDICATE THE PRESSURE REQUIRED AT THE INLETS TO DELIVER THE SYSTEM DEMAND.
10. WHERE A FIRE DEPARTMENT CONNECTION SERVICES MULTIPLE BUILDINGS, STRUCTURES, OR LOCATIONS, A SIGN SHALL BE PROVIDED INDICATING THE BUILDINGS, STRUCTURES, OR LOCATIONS SERVED.



VICINITY MAP N.T.S.

DESIGN CONSULTANT
DESIGN • CONSORTIUM L.L.C
CONTACT : FARHAN ROD
2930 EAST NORTHERN AVE, BLDG. A PHOENIX, AZ 85028
OFFICE: (602) 923-8700 FAX: 602-788-5855
EMAIL: farhan@dc-llc.net

JOHN T. PELA & ASSOCIATES, INC.
ARCHITECTURE A.I.A. ENGINEERING
2930 East Northern Avenue Bldg A-100 Phoenix, Arizona 85028
Phone: 602-923-8700 Fax: 602-788-5855
Website: http://www.jpelaarchitect.com

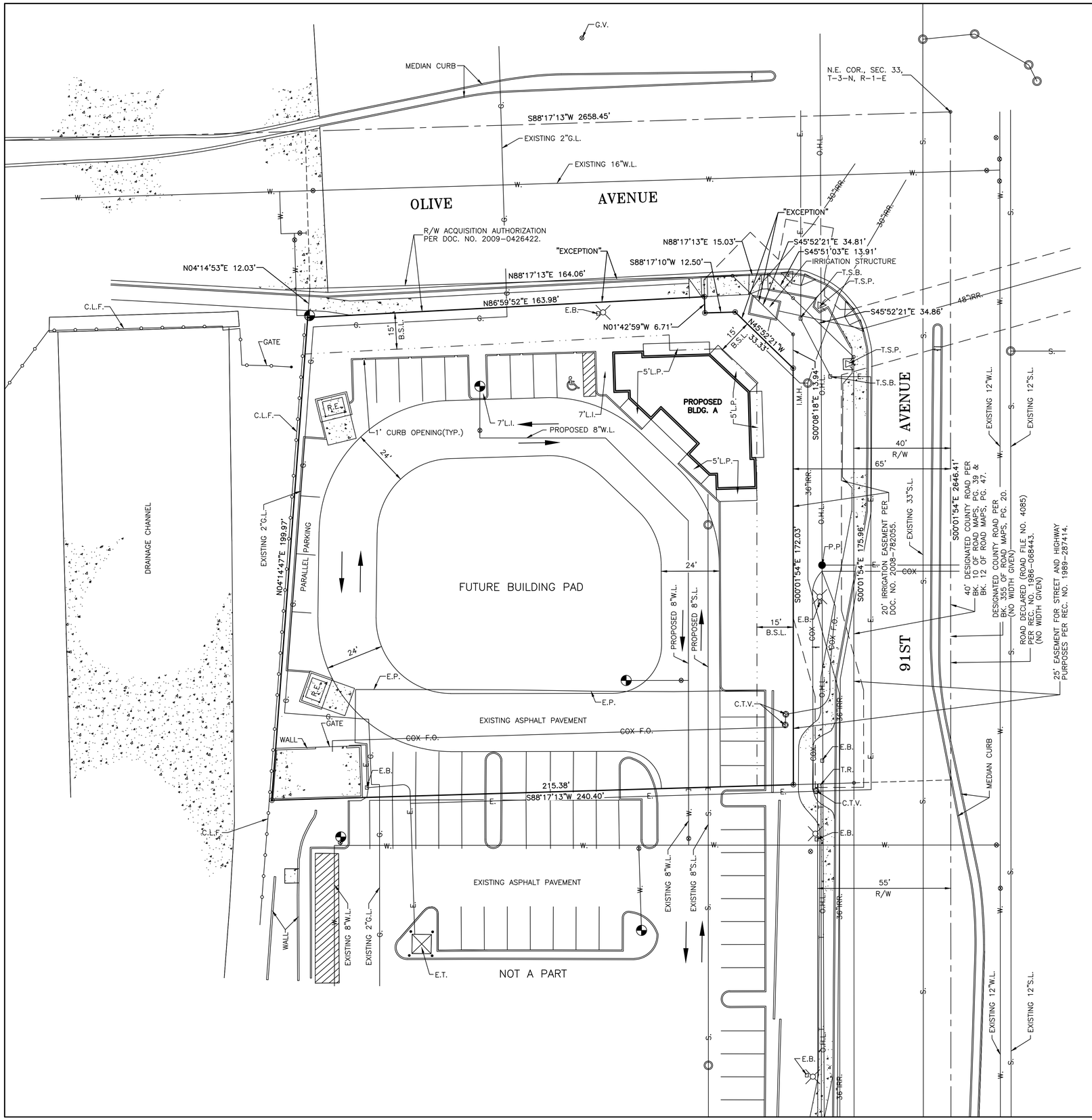
TITLE: ARCHITECTURAL SITE PLAN

PROJECT: RETAIL PARK @PHASE II
BY JADE II ENTERPRISES LLC
@920 N 91ST AVE PEORIA, AZ.

REVISIONS:
△
△
△

Date: 04-20-09
DESIGN: RDD
Drawn: RDD
CHECKED: JTP
SHEET: AS-1
NUMBER OF SHEETS: 4

Exhibit D



20 0 20 40 60
GRAPHIC SCALE: 1"= 20'

CONCEPTUAL SITE PLAN

OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
8970 N. 91ST AVENUE, PEORIA, ARIZONA, 85345

OWNER:

GOLD'S PLAZA, LLC:
8970 N. 91ST AVENUE
PEORIA, ARIZONA, 85345

APPLICANT:

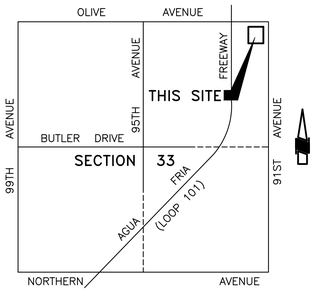
NORTHERN RE HOLDINGS, LLC

DATA TABLE:

BUILDING: 2,000 S.F.
EXISTING ZONING: C-2
CUP# 16-0009
PARKING REQUIRED: 6 + 1 H.C.
PARKING PROVIDED: 26 + 1 H.C.
EXISTING BUILDING COVERAGE:
2,000 S.F./41,260 S.F.=4.85%

AREA:

ASSESSORS AREA: 45,058± S.F. OR 1.034± ACRES
NET: 41,260± S.F. OR 0.947± ACRES (MINUS 25' ESMT. FOR STREET & HIGHWAY PURPOSES PER REC. NO. 1989-287414.)
GROSS: 74,873± S.F. OR 1.719± ACRES



VICINITY MAP
N.T.S.

LEGEND:

E.B.	ELECTRIC BOX.
E.P.	EDGE OF PAVEMENT.
C.T.V.	CABLE TELEVISION RISER.
T.R.	TELEPHONE RISER.
G.V.	GAS VALVE.
C.L.F.	CHAINLINK FENCE.
T.S.P.	TRAFFIC SIGNAL POLE.
T.S.B.	TRAFFIC SIGNAL BOX.
P.P.	POWER POLE.
I.M.H.	IRRIGATION MANHOLE.
E.T.	ELECTRIC TRANSFORMER.
R.E.	REFUSE ENCLOSURE.
B.S.L.	BUILDING SETBACK LINE.
L.P.	LANDSCAPE PLANTER.
L.I.	LANDSCAPE ISLAND.
G.L.	GAS LINE.
S.L.	SEWER LINE.
W.L.	WATER LINE.
F.O.	FIBER OPTIC LINE.
IRR.	IRRIGATION LINE.
E.	ELECTRIC LINE.
T.	TELEPHONE LINE.
C.F.	CUBIC FEET.
	SEWER MANHOLE.
	LIGHT POLE.
	WATER VALVE.
	FIRE HYDRANT.
	SIGN.
	CONCRETE.

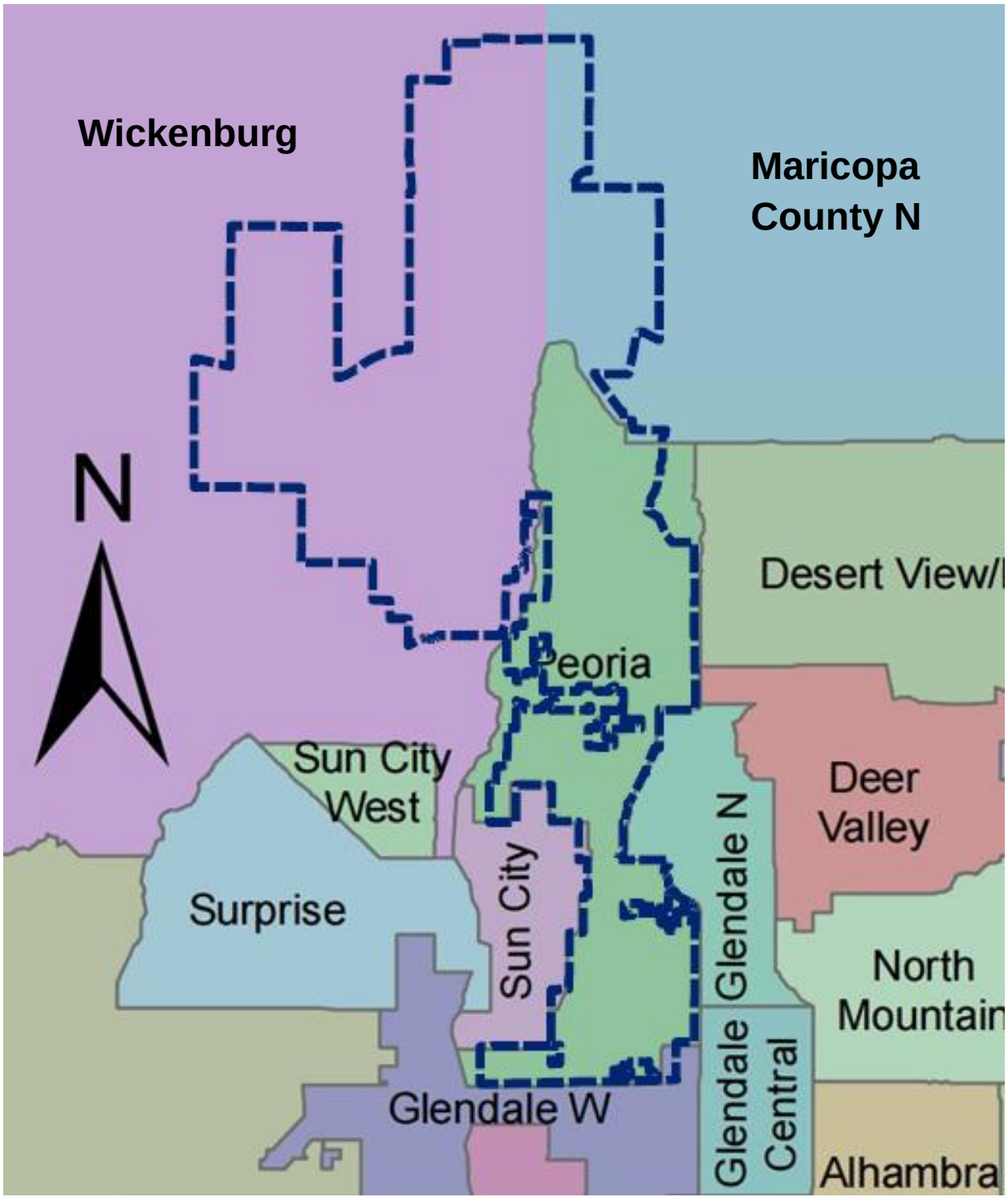
CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

RICK ENGINEERING COMPANY
Phoenix
6150 NORTH 16TH STREET
PHOENIX, AZ 85016
602.957.3350
(FAX)602.285.2396
rickengineering.com
Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield

JOB NUMBER	PREPARED BY:	DATE PREPARED:
4755	J.A.E.	8/16/16

S:\4755 AUGUST 16, 2016 SCALE: 1"= 20'

Community Health Analysis Areas





Current Peoria Dispensary Location

Arizona Natural Selections

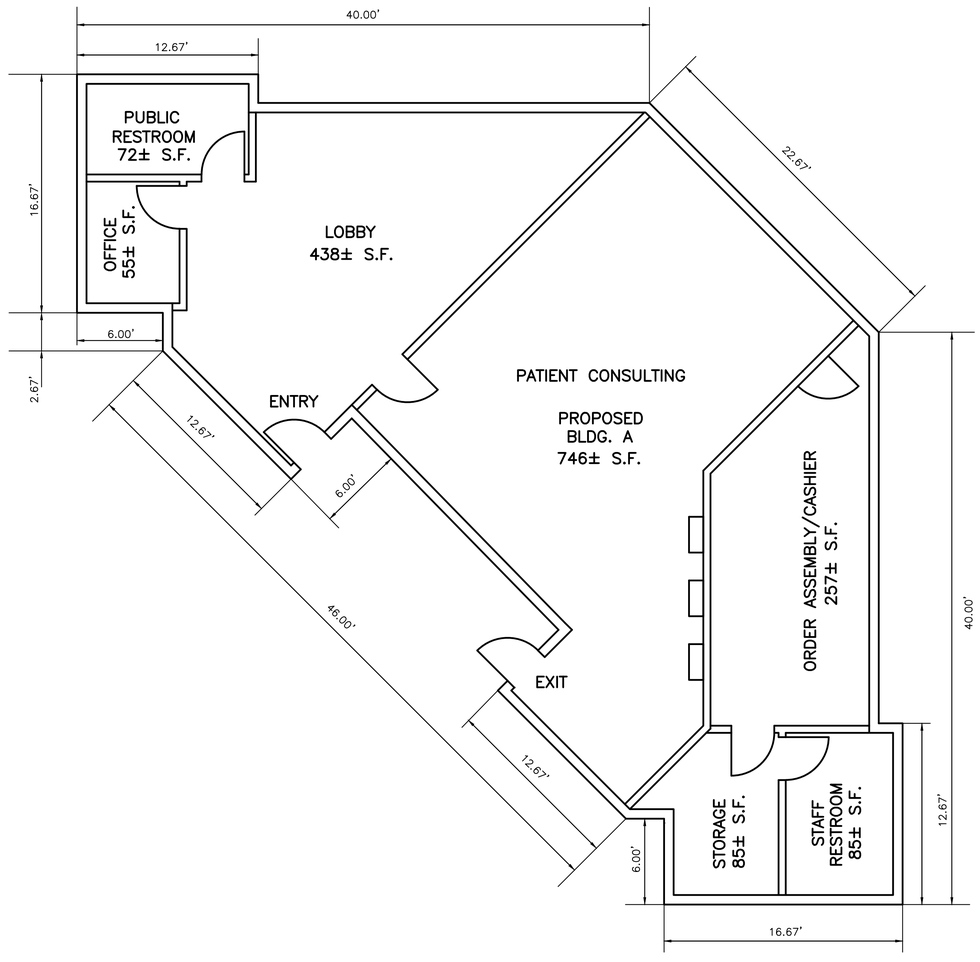
ARIZONA DEPARTMENT OF HEALTH SERVICES

LICENSING

June 16, 2016

Top 31 CHAAs prioritized under R9-17-303(B)(2)

Rank	CHAA	CHAA ID
1	Paradise Valley Village	46
2	North Mountain	52
3	Deer Valley	44
4	Chandler SE	80
5	Scottsdale N	40
6	Camelback East	56
7	Peoria	41
8	Gilbert E	77
9	Mesa E	65
10	Scottsdale S	58
11	Surprise	47
12	Tanque Verde	106
13	Tucson NE	105
14	Tempe N	68
15	Mesa W	69
16	Tempe S	74
17	Maryvale	60
18	Alhambra	59
19	Yavapai Co. NE	26
20	Superior/Kearny	93
21	Chandler NW	79
22	Tucson E Central	109
23	South Mountain	71
24	Glendale N	45
25	Desert View/North Gateway	42
26	Mesa Central	70
27	Ahwatukee Foothills	78
28	Maricopa Co. W	51
29	Lake Havasu City	8
30	Mesa S	73
31	Apache Junction	92



FLOOR PLAN

SCALE: 1"= 5'

RICK ENGINEERING COMPANY
Phoenix
6150 NORTH 16TH STREET
PHOENIX, AZ 85016
602.957.3350
(FAX)602.285.2396
rickengineering.com
Tucson - San Diego - Sacramento - Riverside - Orange - San Luis Obispo - Bakersfield

JOB NUMBER	PREPARED BY:	DATE PREPARED:
4755	J.A.E.	8/03/16

S:\4755 AUGUST 25, 2016 SCALE: 1"= 20'

CONCEPTUAL SITE PLAN SHEET 2 OF 2

CONDITIONAL USE PERMIT APPLICATION NARRATIVE

8970 N 91ST AVE., PEORIA, AZ 85345

GENERAL DISCUSSION AND BACKGROUND

INTRODUCTION

This narrative is being submitted in conjunction with a Conditional Use Permit (sometimes referred to as "CUP") to allow the operation of a medical marijuana dispensary on the parcel of land located at 8970 N 91st Avenue, Peoria, Arizona. This lot has been empty for a number of years looking for a suitable occupant, and this use would be beneficial not only for the use of the land, but also for the City of Peoria as well as its citizens.

Northern RE Holdings LLC ("Northern") has contracted to lease space in the future development of the vacant parcel of land located at 8970 N 91st Ave., Peoria, Arizona 85345 (the "Subject Parcel"). As part of that agreement, the owner of the land will develop the parcel, including a space for Northern's operation of a medical marijuana dispensary. The proposed development includes plans to build a 2,000 square foot building on the Northeastern corner of the property for occupancy by Northern. Northern's lease makes the entire project economically feasible for the developer, and therefore the grant of this CUP is a prerequisite to the development going forward.

The use of a portion of the Subject Parcel as a dispensary is harmonious with the surrounding uses and the City's General Plan. The Subject Parcel is located on the Southwest Corner of Olive Avenue and N 91st Avenue, which lies within a Community Commercial Land Use zone. The General Plan defines this zone as:

> **COMMUNITY COMMERCIAL (CC) Denotes areas where commercial development that is more intense than that of neighborhood commercial areas may take place in the form of large-scale retail buildings and shopping centers that serve a market radius of generally 3 - 5 miles. Community Commercial areas rely on larger trade areas and typically have a wider variety of goods and services than neighborhood shopping areas and should be located with adequate controlled access to arterial streets. Community Commercial centers should coincide with adequate affordable housing accessible to the center to supply housing for employees.**

This request is in keeping with the goals for a Community Commercial zone. This type of use is well suited to more heavily developed commercial areas which makes it accessible to patients seeking this product, but keeping it separated from residential and family uses. The Community Commercial zone would appear to perfectly embrace this use.

Further, the request is in keeping with the general goals of balancing employment opportunities with residential uses, and preserving resources and community character. The proposed dispensary would offer high quality employment and there will be between 15 and 20 jobs created for people from Peoria (not to mention jobs created by construction and the full development of the parcel). Because the Subject Parcel is located at the corner of two arterial streets and adjacent to Highway 101, the site is accessible for employees and customers without putting any undue

strain on existing transportation infrastructure. This results in a preservation of city resources and directs traffic away from less well served areas. Additionally, with the development surrounding the Subject Parcel, the request for the CUP is in harmony with the character of the area.

The Subject Parcel is currently a vacant dirt lot with no improvements, except for a cellular phone antenna in the Southwest corner of the property. The Subject Parcel has a very large and irregularly shaped water utility easement which makes developing the lot problematic. This easement has undoubtedly contributed to the Subject Parcel remaining vacant for so long. Because a dispensary is already limited to a certain size by the Ordinance, the construction of such a relatively small commercial building on the property becomes feasible for such a use. This unique condition of this property makes the dispensary use one of the few viable development options for the Subject Parcel.

The Subject Parcel is the last remaining empty parcel at this intersection. It has been vacant for an inordinately long period of time, and its uses are somewhat limited. However, the requested CUP would allow for a use that is in keeping with the character of the area and allows a business that will put this piece of land to use. Currently two of the corners of the intersection are occupied by gas stations and there is a McDonald's restaurant on the third corner. Each of these uses is a transient commercial experience where customers are only there for a short period of time. The proposed use would follow the same pattern.

Specifically, it appears that the Subject Parcel also meets the criteria of the Peoria Zoning Ordinance pertaining to medical marijuana dispensaries. These well considered zoning regulations were designed to make sure that the location of such businesses were compatible with the surrounding area, subject to the approval of a CUP. In each direction along the major arterial streets, there are no businesses or uses which are incompatible with this retail use. Moreover, with the sign and advertising restrictions created by the Ordinance, it is unlikely that anyone who does not already know what the business is will even know it is a dispensary.

It is worth mentioning that Medical Marijuana Dispensaries follow strict security rules as imposed by the State and by the City of Peoria. Dispensaries do not allow use of product on the premises, and have strict rules against loitering. The experience has been that patients come to the dispensary, make their purchases, and then leave the area to go home. Providing this access to those patients who have received a doctor's recommendation is in keeping with the development zone, the zoning, and is compatible with the other businesses in the area.

The preliminary plans for the property are attached to this narrative. However, in short, the plan is to build a 2,000 square foot building on the Northeast corner of the property with a separate larger mixed use type building to the Southwest of the water utility easement in the future. Parking would be on the Southern and Northern edges of the property. The lot is relatively flat so drainage would be engineered in such a way as to control runoff from any impervious surfaces. There is an existing access easement for the Subject Parcel so that ingress and egress would be to the south of the intersection of N 91st and Olive Avenues.

PROJECT DETAILS

Summary	
Hours of Operation:	Monday through Sunday, 8:00 a.m. to 9:00 p.m.
Number of Patient (At Once):	Approximately 15 at Peak, 5 at Off Peak
Expected Daily Patients:	150
Waiting Area Capacity:	15 to 20
Air/Odor Filtration:	Activated Carbon Filters, as needed. All saleable product is pre-packaged off-site. There will be no emission of dust, fumes, vapors, or odors into the environment from the premises.
Refuse Disposal Method:	Everyday trash will be collected in an on-site dumpster for removal. Saleable product is pre-packaged in sealed units, so there is no marijuana waste expected. Any unsaleable units are returned to source for disposal. Such transport will be in accordance with A.A.C. R9-17, and will be done in an unmarked vehicle by a registered dispensary agent carrying a manifest listing all products to be returned and a trip plan back to the original source.
Operation Policy:	All product is stored and accessible only to state-certified staff. All product is pre-packaged so patients do not have access to saleable products until the point of sale. Use or loitering is strictly forbidden on the premises.

HOURS OF OPERATION

The City of Peoria Ordinance allows for operation between the hours of 8:00 a.m. and 9:00 p.m., Monday through Sunday. Patient access is one of the key concerns of the dispensary, and patients can be best served when they have ample time to access the dispensary. Maximizing the operating hours of the dispensary allows patients to have such access. Additionally, being open during these hours maximizes the time that staff is present and lessens the opportunity for theft.

PATIENT NUMBERS

Patient visits to the dispensary are usually short, lasting less than ten (10) minutes each. However, each patient has the opportunity to consult with staff members who can help them select the products that will provide the most benefit for their medical condition, and those visits are typically longer in duration. During the course of a week, the average patient count in the dispensary at one time is approximately five (5). However, there will be peak times when this number will be higher.

During the normal course of a week, the highest number of patients in the dispensary at any one time would be fifteen (15), but this is rare.

The design of the dispensary will be intended to create the shortest wait times possible, which means that the dispensary will have the capacity to serve between five (5) and eight (8) patients at one time during peak periods. After checking in, patients will be served in the Patient Consultation Room, where they can view products for sale, ask questions and get advice on the use of medical marijuana. The Patient Consultation Room is the only part of the dispensary where the public will be in the presence of medical marijuana (but, only those people who have valid Medical Marijuana Registry Cards. In addition, waiting space for between fifteen (15) and twenty (20) people will be available.

AIR AND ODOR FILTRATION

The dispensary plans to employ a standard Heating and Air Conditioning ventilation system which will circulate and filter the air in the dispensary, within acceptable air exchange rates. The dispensary will not have open saleable product. The dispensary's products are all packaged off-site and come in sealed plastic or Mylar bags which eliminates the odor associated with the product. Additionally, patients are not allowed to open products in the store. Inside the building, the odor of any products would be barely noticeable, and outside the building, there is virtually no odor whatsoever. There will be no emission of dust, fumes, vapors, or odors into the environment from the premises.

REFUSE DISPOSAL

A dispensary operates like any other business and will generate a small amount of trash which needs to be disposed of. However, the dispensary does not dispose of any product. All product at the dispensary is pre-packaged and will be sold off during its shelf-life period. Therefore, there is no product to dispose of in the trash. In the event that there was product that needed to be disposed of, the packaged product would be returned to its source (off-site) where it would be rendered inert and disposed of according to that facility's protocol. Such transport will be in accordance with A.A.C. R9-17, and will be done in an unmarked vehicle by a registered dispensary agent carrying a manifest listing all products to be returned and a trip plan back to the original source. Because no production takes place at the dispensary and the product is pre-packaged, there will be no byproducts. Additionally, because inventory is limited to what is needed for the next few days of sales, there will be no expired product.

BUSINESS OPERATION POLICIES

Product Storage. Storage of product is maintained in a closed locked area of the facility that can only be accessed by management personnel. This area has additional safeguards including steel doors, reinforced walls, and a floor safe. Additionally, storage areas contain cameras and at least one panic button. The storage area (as well as the whole dispensary) is protected by a monitored alarm system and HD cameras with 60 day video storage. There is no product stored in an area where patients can come into contact with it. A constant inventory of all products at the dispensary is kept and verified with frequent physical counts that are reconciled against the inventory records

of the dispensary and reported to the Arizona Department of Health Services ("AZ DHS") which regulates the dispensary. Using separation, monitoring, and reconciliation of inventory ensures that all product is safely maintained and there is no loss or theft.

Sales. Product sales are all conducted by state-registered dispensary agents, all of which must clear background checks with fingerprints submitted to AZ DHS. Patients do not come into direct contact with the saleable product. Rather, they place an order with a dispensary agent, and then the order is assembled and is packaged in non-descript opaque packaging prior to leaving the dispensary. Finally, the patient does not take possession of the product until they have paid, and then they leave the dispensary. All sales are video recorded and the recording is kept for at least 60 days.

For illustration, when a patient comes into the facility, they are required to check in which involves checking to make sure they have a valid Arizona Department of Health Services Medical Marijuana Patient Registration card, checking their Arizona issued License or Identification Card (or U.S. Passport). Their Medical Marijuana Registry card is also checked against the state's database to make sure that the patient's card is current and the patient has sufficient allotment to purchase medicine. There is no medical marijuana in this space. If a patient is accompanied by a helper or caretaker, that person may wait in the lobby. The patient would then go to the Patient Consultant room to meet with a patient consultant. At that point, they would be able to look at the various products offered for them to get their medical marijuana. There is no sampling or use allowed, and only small amounts (one gram or less) of any particular product are on display. The patient would then make their order, which would then be assembled separately. The patient would then pay, and be given their medical marijuana products in a plain unmarked bag. Inside the bag, all products are in separate sealed packages. From there, the patient would leave the building and the premises. The dispensary will strictly prohibit and enforce a no loitering and no use policy as detailed below. All steps in the process are captured on the video system for the premises, which keeps the recordings for sixty (60) days. Additionally, a security guard will be posted by the door at all times the dispensary is open for business.

There will be limited ancillary sales of products designed to aid in the administration of the medical marijuana. This includes items such as grinders, lighters, electronic vaporizer pens, and similar delivery methods. There are no plans to sell items, such as water pipes, which are typically found in "smoke" shops. Medical marijuana is offered in its natural plant form, as well as preparations made from the marijuana plant, including infused edibles, topical lotions, balms, and oils.

On-Premises Use Prevention. On premises use of the product is prevented using several methods. First, the dispensary has strict rules against on-premises use which are clearly posted and all patients are made aware of. If a patient violates these rules, then they are no longer allowed to make purchases from the dispensary and may lose their cardholder privileges from AZ DHS. Second, the dispensary has strict rules against loitering inside and outside the dispensary and is required by AZ DHS to post signage and to enforce this policy. It is then easy to see anyone who might be getting ready to use the product on the premises and then direct them to leave. Each of these rules and policies are backed up by video camera surveillance a record of which is kept for 60 days, allowing for further review and enforcement if a problem arises. The dispensary will also

have a security guard who will be responsible for monitoring the exterior of the building and making sure no one is loitering or using product on the premises.

Video Cameras. Based on the final layout of the building, the number of cameras may be adjusted. However, as required by Arizona regulations there will be sufficient camera coverage to show any activity taking place in every room of the facility. Additionally, there will be cameras covering the entrance and the outside walls of the building, as well as the parking lot. The cameras will record 24-hours per day. The applicant has installed thirty-two (32) cameras in its 2,000 square foot affiliated medical marijuana facility in Phoenix. These cameras provide more than adequate coverage and are in excess of what is required by the Department of Health Services.

Number of Employees. The number of employees present at any one time will range from eight (8) to fourteen (14) depending on the staffing needed to serve patients.

Accessibility to Non-Cardholders. Non-cardholders are not allowed in the dispensary except in situations where they are serving as a helper or caretaker to a cardholder. Regardless, non-cardholders are allowed only in the designated waiting area.

Illumination. The business entrance and all window areas shall be illuminated during evening hours and shall comply with the City of Peoria's lighting standards regarding fixture type, wattage, illuminating levels, shielding, etc.

Doors and Windows. The windows and/or entrances of the dispensary shall not be obstructed and must maintain a clear view into the premises during business hours. No medical marijuana product will be visible from the outside of the building.

Access to Medical Marijuana. All of the products offered for retail sale to Medical Marijuana cardholders shall be inaccessible to the public entering the dispensary. All product provided for retail sales shall be located behind a counter staffed by a Nonprofit Medical Marijuana Dispensary Agent as defined by A.R.S. § 36-2801, et seq.

Signage. Signage for the dispensary will be limited to the name of the business only and no advertising of the goods or services will be done on the building.

FACILITY LICENSING

The Subject Property is located within the Community Health Analysis Area number 41 which the Arizona Department of Health Services has named the Peoria CHAA. Geographically, the Peoria CHAA is one of the larger designated CHAAs. Additionally, its narrow yet tall shape gives it one of the longest distances from end to end for any urban CHAA. Additionally, the Peoria CHAA's patient density is one of the highest in the state. The Peoria CHAA is listed as number 7 on the list of CHAAs receiving priority for a new license, which was issued by the Arizona Department of Health Services on June 16, 2016. This means that as of the record date used by the Department, the Peoria CHAA had the seventh highest number of patients of living there of all the CHAAs in the state. Because of its patient density, the Department of Health Services intends to issue an additional license to a site within the Peoria CHAA.

The applicant will be applying for a new license to be issued by the Arizona Department of Health Services for the Peoria CHAA. As an affiliate of an experienced operator within the State of Arizona, with four currently licensed locations under it management, the applicant has the requisite skill, staff, infrastructure, and capital to obtain such a license. This would include a new Dispensary Registry Certificate for this location. Prior to opening, the site would also have to meet all of the State requirements prior to receiving an Approval to Operate from the Department of Health Services. In the alternative, the applicant would move its currently operating dispensary located in the town of Oracle to this location. That dispensary operates under Dispensary Registration Certificate number 00000020DCGM00200033 (a copy of the Dispensary Registration Certificate is attached). This dispensary has operated without incident since it opened. Under the Department of Health Services' rules, this dispensary became eligible to be moved to another location within the state in August of 2015.

ANTICIPATED CONSTRUCTION

Construction for this project shall be accomplished as quickly as possible. Once all site planning and permits are approved, the applicant anticipates immediately beginning construction. Plans for the building have not been completed at this time and are contingent on the approval of the CUP. Plans are expected to take three (3) weeks to complete after approval of the CUP, and will then be submitted for approval. Ideally, site preparation should take one (1) month followed by two (2) to three (3) weeks for the foundation. Construction of the building itself is expected to take six (6) weeks. Once the building has been "dried in", electrical, mechanical, and plumbing can proceed simultaneously and are expected to take two (2) weeks. Life safety, fire, and security systems can be installed simultaneously with the preceding services. Drywall and paint will be completed in two (2) weeks, followed by flooring and finishes which should take two (2) weeks. Site paving and preparation of the parking lot can be carried out simultaneously with interior work at the space and is expected to take two (2) weeks. This tentative schedule does not take into account delays for unexpected site conditions, or inspections and corrections.

CONCLUSION

In summary, this is a highly regulated and secure use which is consistent with the General Plan and that meets all of the City's strict zoning requirements. It will be professionally run, strictly regulated by AZ DHS and will provide a valuable and needed service to the medical marijuana patients in the City. Furthermore, granting this CUP will enable development of a long vacant and challenging parcel that is otherwise likely to remain vacant for the foreseeable future.

SECURITY MANAGEMENT PLAN (Revised)

8970 N 91ST AVENUE, PEORIA, ARIZONA 85345

1. Written Program (Program Requirements, components, management structure)

This Security Plan is designed to meet or exceed the requirements as set forth in A.A.C. § R9-17-318 and the ordinances of the City of Peoria. To address the security requirements for a dispensary, the applicant will take the following steps:

a. Applicant will install sufficient Security equipment to deter and prevent unauthorized entrance into limited access areas. Such equipment will include, but is not necessarily limited to:

1. A monitored alarm system using either wired or wireless detectors that will, when the system is armed detect and alert to the opening of any door, or the occurrence of motion within the premises. Such system will be monitored by a recognized off-site alarm company and will include notification to law enforcement in the event that the alarm is triggered. The alarm system will also provide for immediate automatic or electronic notification to alert local law enforcement agencies of an unauthorized breach of security at the medical marijuana establishment in the interior of the dispensary.

2. Lighting will be installed on the outside of the building to provide sufficient illumination for all surveillance cameras to produce clear images of any point along the perimeter of the building. Such lights will be adjusted as needed. Such lighting will meet or exceed the requirements of the City of Peoria.

3. A video monitoring system will be installed throughout the interior and exterior of the building so that activity in each room within the building is covered. Any room in which medical marijuana is to be handled will have sufficient cameras such that all activity within the room is covered. Cameras will also be installed to cover all entrances and exits from both the inside and outside. Additionally, cameras will be installed along the perimeter of the building so that each side of the building can be seen. The surveillance system shall also meet the following criteria:

- Sufficient monitors at least nineteen (19) inches in size capable of displaying multiple camera displays at one time or switching to a larger view.
- A method of printing which will allow for the immediate production of a clear still photo from any video camera image.
- All video cameras shall have a resolution of at least 704 x 480 pixels.
- Approximately thirty-two (32) cameras will be installed, with sufficient coverage to meet or exceed regulatory requirements.
- Cameras will record all activity, twenty-four (24) hours per day.
- Applicant will install and maintain sufficient digital video recorders (DVRs) to record and store at least sixty (60) days of video from all cameras.
- The video camera system will be equipped with an audible and visual notification system which will alert the staff to any equipment failures.

- Each video camera system and DVR will be connected to a power supply with sufficient battery back-up such that in the event of a loss of power, the system can continue to run uninterrupted.
- In addition to the general coverage of the building, the security camera system will cover and identify any activity in or adjacent to all of the following areas:
    - all entrances to and exits from limited access areas
    - all entrances to and exits from the building
    - each point-of-sale location which allows for the identification of any person who holds a valid registry identification card or his or her designated primary caregiver purchasing medical marijuana

4. Applicant will also provide for a system of "panic buttons" linked to an off-site alarm company that will provide for the immediate electronic notification of law enforcement in the event of an emergency. Panic buttons will be installed as provided for in the included Handbook.

5. A security guard will be stationed at the main entrance during all hours of operation of the dispensary. All security guards will be licensed and duly bonded security personnel registered pursuant to A.R.S. § 32-601.

6. Transportation Security Measures will be implemented in accordance with the requirements

b. Policies and Procedures. As an additional security protocol, Applicant has adopted policies and procedures for access to certain areas of the medical marijuana establishment. These policies are set forth in the attached Handbook and generally cover the following:

1. Access to the areas of the medical marijuana establishment that contain medical marijuana is restricted to persons authorized to be in those areas only. Those areas that contain medical marijuana will require either special keys or electronic passes that are distributed only to those who need access to those areas and only while those persons are on duty. At the end of each shift, any access device will be returned to the manager on duty at the end of that person's shift. Staff will not be allowed to take any access device outside of the building.

2. Each person authorized to be in the areas of the establishment that contain medical marijuana shall at all times they are on duty wear a badge identifying them as an Arizona Department of Health Services Registered Dispensary Agent.

3. Neither staff, patients, nor the general public shall be allowed to loiter in or around the dispensary premises. It shall be the duty of the dispensary's security personnel to ask anyone who is loitering to leave the premises. If such person does not leave the premises on request, then law enforcement shall be notified. If the person in question poses a risk to the safety of anyone else on the premises then the panic button system will be used to notify law enforcement so as not to create a confrontation.

4. All staff shall be advised of the electronic monitoring of the premises. Additionally, there shall be signs on the exterior and interior of the building notifying anyone around or in the building that the premises are under electronic monitoring. Patients will also be advised in writing that the premises are being monitored electronically. It shall be the duty of the manager on duty to verify that the electronic monitoring system is functioning properly. Additionally, at least daily, the manager shall spot check to make sure that the system is recording properly.

5. As stated above, the building shall be outfitted with panic buttons at critical locations throughout the building, as well as person panic buttons that may be worn by staff working directly with patients. These panic buttons will provide for the automatic or electronic notification to alert local law enforcement agencies of any breach of security at the medical marijuana establishment.

2. Physical & Procedural Security Measures.

a. Physical Security Measures are covered in Section I of the attached Handbook which is included as a part of this Security Management Plan. Physical Security Measures will include, but not be limited to the following:

- Electronic Surveillance System covering the interior and exterior of the building.
- Automatic or electronic notification of authorities by alarm, activation of fixed panic button, or activation of panic buttons worn by a staff member.
- All restricted areas shall be kept locked at all times, and access will require a key (or other means of access such as a key card, RFID, key fob, or similar access control).
- All medical marijuana will be kept in a restricted area up until the point it is dispensed to the patient.
- All exterior doors will be reinforced steel. Any windows will be covered with reinforced steel bars.

b. Procedural Security Measures are covered in Section I of the attached Handbook which is included in this Security Management Plan. Procedural Security Measures will include, but not be limited to the following:

- All staff will be required to have badges identifying them as Registered Dispensary Agents and the areas to which they have access.
- Entry into the facility shall be controlled via security staff and video monitoring.
- Entrances and exits that are not monitored or attended must remain locked at all times. Doors must not be propped open.
- Staff with access to restricted areas must not allow unauthorized individuals access to those restricted areas and should report to management any unidentified persons who have gained, or seek to gain access.
- A current Access Worksheet which describes the access allowed for each staff member.
- A log of staff who have been given a key, key card, or access code that gives them access to Facilities or areas where medical marijuana or electronic data is maintained. This log must be updated when staff leaves or work functions change.

- A log of non-Dispensary persons, including patients, who need regular or recurrent access to areas or Facilities where medical marijuana or electronic data is maintained. Logs should include name of person, date, purpose of access, and any other relevant details.
- A log of physical access by individuals performing maintenance services, when feasible. Logs should include name, date, materials brought into the facility and materials removed, and other appropriate details.

3. Security Inspections. The dispensary shall have a security officer who will be responsible for performing monthly checks of all security systems and documenting these checks. The security officer will report to the dispensary manager any deficiencies with any system. Annually, the dispensary will have an outside consultant review the security plans of the dispensary to make sure that they are in compliance with all applicable codes and rules. Any time that there is a physical change to the building, the security officer will review all security measures to make sure that no additional security measures are needed.

4. Security Risk Assessments. The following security risks have been identified:

- Any windows in the patient waiting area that will be selected to remain, will be covered with security bars on the exterior to provide further protection.
- All doors present a possible risk. All doors will be security type doors, with appropriate alarms, sensors, and camera coverage.
- Restricted Areas where medical marijuana will be kept. These areas will be kept locked at all times. The walls to these rooms will be reinforced, and the room will have additional electronic -security features such as digital access key fobs.

5. Vulnerable Security Areas

Windows. Steel reinforced bars or other similar security measures for all windows.

Doors. Access to the dispensary will be through a single locking entrance. However, where life and safety codes dictate additional doors, these will be reinforced security doors which will stay locked from the outside at all times.

6. Restricted Areas. See Section I.3 below for details.

7. Employee Policies relating to security. See, Section I below.

8. General Access to Premises. See, Section I below.

9. Sign-in, sign-out, keys, access, passes and badging policy. See, Section I below.

10. Policy for access by Local Law Enforcement Agencies.

- During business hours, Law Enforcement may have access to the premises as needed with verification of their credentials upon entry into the building. Law Enforcement are some of a dispensary's most important allies and tours and information will be available to Law Enforcement upon request.

- Outside of business hours, there will at all times be a member of management available to provide access to Law Enforcement upon notice. Law Enforcement will be informed of how to contact this person using the best methods available.

11. Access Controls. See, Section I below.

12. Personnel Monitoring Measures. See, Section I below.

13. Security Force Standards, Requirements and responsibilities

14. Review & Evaluation of security system/policies. See, Section I, below.

15. Specifications for Surveillance System. See 1.a., above; Section I, below.

16. Locations of surveillance cameras and coverage areas. See, Rendering under this Tab.

17. Safety policies. See, Section I below.

SECURITY HANDBOOK FOR DISPENSARY

Security

I.1 Facility Access Control Policy

I.1 Purpose

To establish policy and procedures to limit physical Access to facilities and electronic Information Systems and to protect Facilities where medical marijuana or electronic information is stored from unauthorized physical access, tampering, and theft.

*I.2 Policy**

Dispensary staff members must protect their facilities and data by controlling and monitoring physical access to their sites. The dispensary must continually develop and implement procedures designed to control and monitor Access to their Facilities that maintain electronic data of medical marijuana.

I.3 Procedure

A. Dispensary management shall establish Facility access control procedures that must include, but are not limited to, requirements to maintain the following:

1. A current Access Worksheet which describes the access allowed for each Dispensary staff member.

2. A log of staff who have been given a key, key card, or access code that gives them access to Facilities or areas where medical marijuana or electronic data

is maintained. This log must be updated when staff leaves Dispensary or work functions change.

3. A log of non-Dispensary persons, including patients, who need regular or recurrent access to areas or Facilities where medical marijuana or electronic data is maintained. Logs should include name of person, date, purpose of access, and any other relevant details.

4. A log of physical access by individuals performing maintenance services, when feasible. Logs should include name, date, materials brought into the facility and materials removed, and other appropriate details.

B. Dispensary's Security Officer, with the assistance of the Dispensary administration, shall periodically review physical security of any site containing medical marijuana or electronic data, especially after any significant change that may affect the security of facilities and/or data at a particular site.

C. Required access control procedures must include the following:

1. Entrances and exits that are not monitored or attended must remain locked at all times. Doors must not be propped open.

2. Staff with access to restricted areas must not allow unauthorized individuals access to those restricted areas and should report to management any unidentified persons who have gained, or seek to gain, access.

3. When practicable and in all cases where required by regulation, all entrances, exits, windows, strategic areas of the building, and other means of Access into the building should be alarmed, monitored, and/or covered by a security camera (see section I.6 for detailed information).

D. Safe Room – A Safe Room is a restricted area devoted to storage of Medical Marijuana. Dispensary shall restrict access to any Safe Room located in their Facilities to authorized persons only and shall log or video record all such access.

E. Network Wiring/Communications Closets – These locations house network termination equipment including switches and routers. Dispensary shall keep doors to any closets located in their Facilities locked and limit key distribution to prevent unauthorized access.

F. All restricted access areas are to be identified by a sign with the following or equivalent information:

Signs as shown below will be posted in all areas where marijuana is handled or stored. The instructions on these signs will be obeyed by all patients, staff and visitors.

- - - Authorized Personnel Only - - -
NOTICE
Only State Licensed Dispensary Agents or those escorted by State Licensed Dispensary Agents are permitted beyond this point.

Any infraction of this notice will be reported to law enforcement.
In compliance with R9-17-310(A)(7)

I.4 Transportation

All transportation of marijuana will be recorded on the Bill of Lading form. A copy of the form will be left at the point of departure in a binder provided for that purpose. Upon arrival the Bill of Lading will be completed and signed by the consignee and a copy will be maintained at the destination in a binder provided for that purpose. See below for an example of the Bill of Lading form, which is located in the Dispensary forms directory. Actual transportation will be performed by licensed and bonded secure transport company(ies) as needed, but is expected to be handled primarily by the Cultivation company from which marijuana is purchased.

I.5 Panic Button Policy & Procedures

This Panic Button Policy & Procedures Handbook ("Handbook") is designed to summarize the guidelines for use, activation, and deactivation of panic buttons and to acquaint employees with situations appropriate for the implementation of their use. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

I.5.1 Changes in Policy

Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, or rules stated in this handbook or in any other document. Nothing in this handbook or in any other document creates or is intended to create a promise or representation of continued employment for any employee. Any changes to this policy and procedures, described below, must be in writing and must be signed by the Company.

With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by Dispensary and you may not rely on policies that have been superseded.

If you are uncertain about any policy or procedure, please check with your manager or Human Resources.

I.5.2 Terms of Use

By virtue of the Company's stance on employee and patient safety, all employees are implored to use panic buttons whenever deemed appropriate in the protection of human life and Company assets. However, if the activation of security alert systems threatens a life or the lives of patients or employees, employees are advised not to utilize panic buttons and cooperate if at all possible.

I.5.3 Occasions of Use

As the Company cannot foresee all occasions for possible use, it is stringent on the employee's personal risk assessment whether or not to activate panic buttons. If an employee assesses that immanent robbery or bodily harm is likely, they are encouraged to activate the security alert system.

For all other cases not requiring an immediate armed police response, employees are to call local emergency services and/or 911.

I.5.4 Panic Button Monitoring and System Locations

Locations **[FOR ILLUSTRATION ONLY – WILL EDITED AS BUILT]**

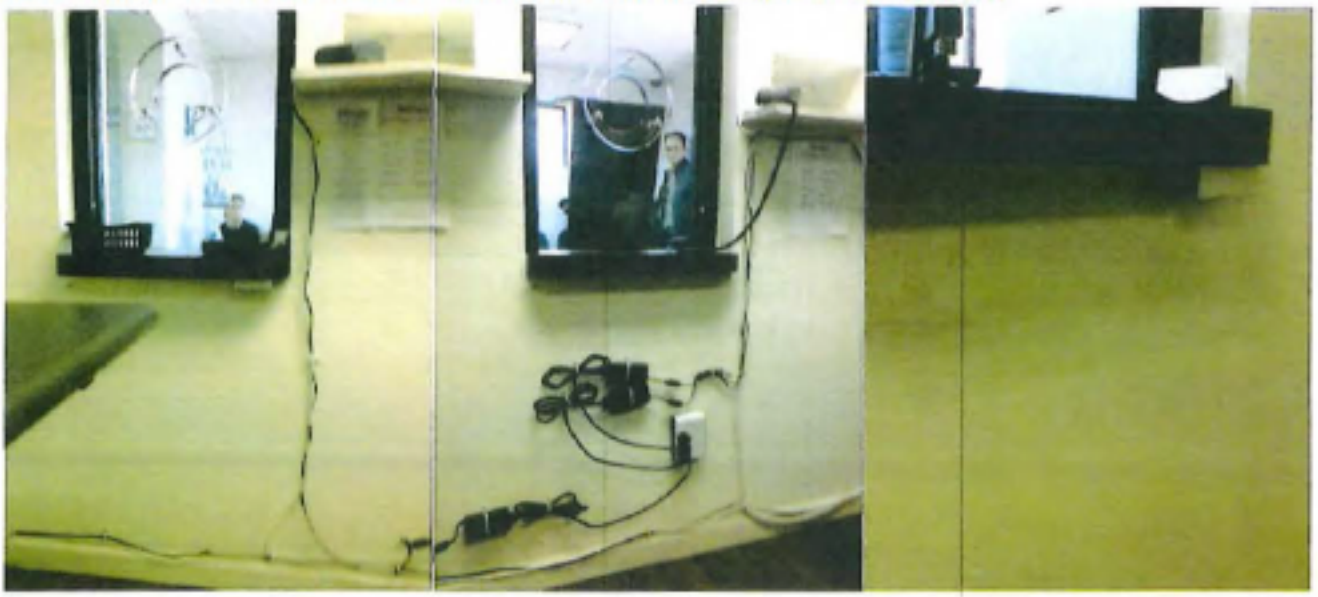
Receptionist Area – Under-Side of Receptionist Desk



Patient Consultation Room – At each Patient Consultant Station



Cashier Room – At each cashier window on the underside of the counter



Safe Room – On the wall near the door



Press and hold any one of the four buttons on the security device remote to activate.

Security Monitoring Key Pad – On the wall near the front door



*Press and hold # and * on the keypad to activate.*

I.5.5 Panic Button Procedure

Activation

Once an employee has determined that the application of security alert systems are appropriate, the employee may depress the panic button.

Panic buttons must be depressed fully for more than two continuous seconds (example: while holding down the button, count to yourself, "One-one thousand, Two-one thousand.") in order to active. Depression lasting fewer that one second or rapid repetitive depression of panic buttons will not trigger the panic button alarm feature.

Once activated, request for immediate armed police response will be sent.

Deactivation

After police response or in the unlikely occasion of accidental activation, facility managers are to do the following:

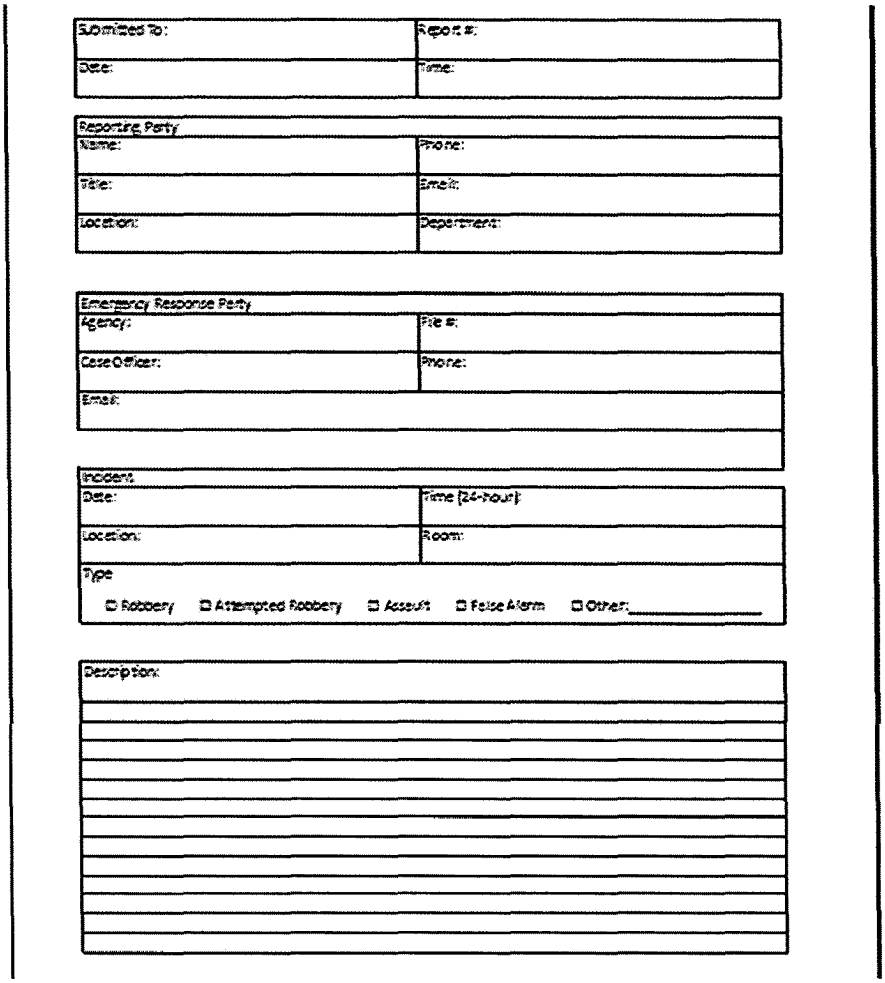
1. Enter their personal security password on the security key pad and deactivate the silent alarm.
2. Immediately call the local police dispatching office to confirm the accidental activation of the security system.
3. Call the security monitoring service and inform them of the accidental activation. Then confirm with the security monitoring service that police response is not needed.

Only facility managers are to deactivate security monitoring systems.

I.5.6 Reporting

Security Incident Report

The Security Incident Report is to be filled out with as much information as possible and turned in to appropriate management for review. Please see below for a partial example to the form:



Submitted To:	Report #:
Date:	Time:

Reporting Party	
Name:	Phone:
Title:	Email:
Location:	Department:

Emergency Response Party	
Agency:	File #:
Case Officer:	Phone:
Email:	

Incident	
Date:	Time (24-hour):
Location:	Room:
Type ☐ Robbery ☐ Attempted Robbery ☐ Assault ☐ False Alarm ☐ Other:_____	

Description:

The Security Incident Report can be acquired from management upon request, or it can be located in the Dispensary forms directory.

Reporting Parties
All reports must be given to appropriate management immediately after the initial incident.

Contact Information
Below are appropriate contact information for local police dispatching, security monitoring services, and appropriate management contacts:

Peoria Police Department
- Communications (Dispatch) Non-Emergency: (623) 773-8311
- Emergency: 911

On Guard Security www.onguardaz.com
- False Alarm: (480) 752-7148
- Direct: (602) 433-1271

Corporate Reporting Contacts
- TBD
- TBD

I.6 Security Cameras and DVR System

AZDHS requires that all dispensaries install a video camera system capable of retaining 30 days of recorded video for all camera locations (City of Peoria requires 60 days). Cameras are required at every entrance and exit, as well as any place medical marijuana or marijuana infused products will be handled, as well as any place cash is exchanged or payment tendered. Follow the instructions below to export still photos or video segments to an external USB drive.

How to Export Photo and Video from the Security Cameras

- Go into the safe room
- Find the mouse to control the security camera system
- Right-click anywhere on the security camera monitor
- Click SEARCH
- Click the drop-down box next to USER on the LOGIN - SEARCH window
- Select the proper USER (TBD)
- Click the arrow next to the PASSWORD box to reveal the keyboard
- Enter the correct PASSWORD (TBD) then press ENTER
- Click OK on the LOGIN - SEARCH window
- With EZSearch selected, click NEXT >
- Select the desired date and click NEXT >
- Choose the desired CHANNEL from CH 1 through CH 16 (See Attachment #1)
- Click PLAY
- Double-click on the desired hour block (time-stamps are in 24:00:00 format)
- Double-click on the desired minute block (blocks are in 00:02:30 intervals)
- Hover over each blue control button to see its function
- Use the controls at the bottom of the screen to locate the desired time-stamp
- Insert a USB flash drive into one of the front 2 USB ports

To Export a Still Image

- Click the second blue button from the right, EXPORT
- With STILL IMAGE selected, click NEXT >
- With USB DRIVE selected, click START
- Once the progress bar has reached 100% and is COMPLETE, click CLOSE

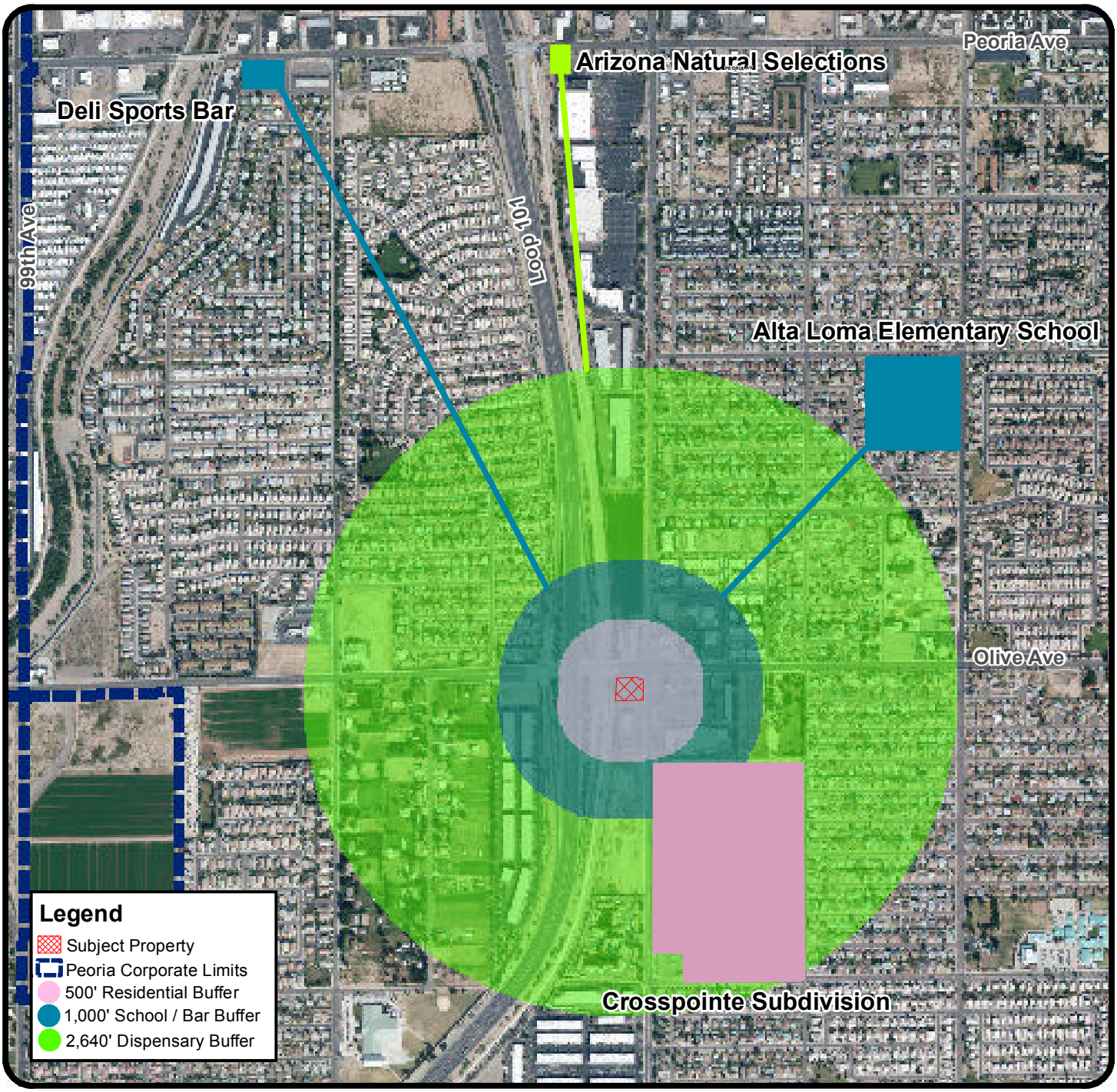
To Export a Video

- Use the controls at the bottom of the screen to locate the desired start point
- Click the second blue button from the right, EXPORT
- Select AVI - SEPARATED SUBTITLE, MAC COMPATIBLE and click NEXT >
- Ensure that USB DRIVE is selected and click NEXT >
- Ensure the START TIME is correct
- Select the desired DURATION by making a selection from the drop down bar
- Click START
- Once the progress bar has reached 100% and is COMPLETE, click CLOSE
- Remove the USB flash drive
- To exit playback, click the blue X button on the far right, CLOSE
- After ensuring you are done, click CLOSE

Rec Rm CH 1	Pmt Area CH 2	Wait Rm CH 3	Cashier Rm CH 4
Cashier 1 CH 5	Cashier 2 CH 6	Cashier 3 CH 7	Assembly CH 8
Safe Rm CH 9	Rear Exit CH 10	Nug 1 CH 11	Nug 2 CH 12
Entrance CH 13	Exterior N CH 14	Park Lot CH 15	Back Foyer CH 16

Attachment #1 - Bloom Phoenix Camera Monitor Layout

CU16-0009 Distance Separation Map



CU16-0009 Medical Marijuana Dispensary

Applicant: Edward Judice

Request: The applicant is requesting a Conditional Use Permit for a medical marijuana dispensary.

Location: The southwest corner of 91st Avenue and Olive Avenue.

Exhibit K

N

Not to Scale

Exhibit L

Business's within 1,000 feet of 8920 N. 91st Ave, Peoria, AZ 85345

Business	Address	Suite #	City	State	Zip Code
Service King Collision Repair	8800 N 91st Ave		Peoria	AZ	85345
Westgate Pharmacy	8914 N 91st Ave	100C	Peoria	AZ	85345
Desert Vista Surgery Center	8914 N 91st Ave	100	Peoria	AZ	85345
World Buffet	8914 N 91st Ave	130	Peoria	AZ	85345
Peoria Medical Center	8914 N 91st Ave	100	Peoria	AZ	85345
Peoria Dental Center	8914 N 91st Ave		Peoria	AZ	85345
Melody Wireless Infrastructure	8950 N 91st Ave		Peoria	AZ	85345
El Tri	8987 W Olive Ave	134	Peoria	AZ	85345
Subway	8987 W Olive Ave	132	Peoria	AZ	85345
Papa Johns Pizza	8987 W Olive Ave	131	Peoria	AZ	85345
Cricket Wireless	8987 W Olive Ave	128	Peoria	AZ	85345
Best China	8987 W Olive Ave	126	Peoria	AZ	85345
GNC	8987 W Olive Ave	125	Peoria	AZ	85345
Desert View Dental	8987 W Olive Ave	120	Peoria	AZ	85345
Tanja's Natural Magick	8987 W Olive Ave	119	Peoria	AZ	85345
At Your Service Notary	8987 W Olive Ave	117-129	Peoria	AZ	85345
Smokers Village	8987 W Olive Ave	118	Peoria	AZ	85345
Pack Mail & More	8987 W Olive Ave	117	Peoria	AZ	85345
Dolce Yogurt	8995 W Olive Ave	115	Peoria	AZ	85345
Angel Nails by Ann	8995 W Olive Ave	114	Peoria	AZ	85345
Metro PCS Authorized Dealer	8995 W Olive Ave	113	Peoria	AZ	85345
South Peoria Baptist Church	9000 W Olive Ave		Peoria	AZ	85345
QuickTrip	9020 N 91st Ave		Peoria	AZ	85345
KFC	9039 W Olive Ave		Peoria	AZ	85345
Fry's	9043 W Olive Ave		Peoria	AZ	85345
Fry's Pharmacy	9043 W Olive Ave		Peoria	AZ	85345
CoinStar	9043 W Olive Ave		Peoria	AZ	85345
JP Morgan Chase	9043 W Olive Ave		Peoria	AZ	85345
Jack in the Box	9066 W Olive Ave		Peoria	AZ	85345
West Olive Animal Hospital	9069 W Olive Ave	101	Peoria	AZ	85345
Nationwide Vision	9069 W Olive Ave	112	Peoria	AZ	85345
RS Pawn	9069 W Olive Ave	109	Peoria	AZ	85345
Crossroads Books & Coffee (Christian Bookstore)	9069 W Olive Ave	105	Peoria	AZ	85345
Allstate	9069 W Olive Ave	104	Peoria	AZ	85345
Cost Cutters	9069 W Olive Ave	111	Peoria	AZ	85345
Buttons & Bows Pet Salon	9069 W Olive Ave	102	Peoria	AZ	85345
Mcdonalds	9071 W Olive Ave		Peoria	AZ	85345
Chevron	9080 W Olive Ave		Peoria	AZ	85345
Jiffy Lube	9113 N 91st Ave		Peoria	AZ	85345
Winery 101	9299 W Olive Ave	101	Peoria	AZ	85345
Ticket Hippie	9299 W Olive Ave	102	Peoria	AZ	85345
Quick Dispense	9299 W Olive Ave	105	Peoria	AZ	85345
Envision Security Inc.	9299 W Olive Ave	107	Peoria	AZ	85345
Custom Air Design	9299 W Olive Ave	108	Peoria	AZ	85345
Southwest Bond Services	9299 W Olive Ave	109	Peoria	AZ	85345
FILANC	9299 W Olive Ave	110	Peoria	AZ	85345
TLV	9299 W Olive Ave	111	Peoria	AZ	85345
Valley Environmental Resources Inc.	9299 W Olive Ave	112	Peoria	AZ	85345
AZ West Valley Fund Services	9299 W Olive Ave	113	Peoria	AZ	85345
Synergetic Systems	9299 W Olive Ave	301	Peoria	AZ	85345
Empty	9299 W Olive Ave	406	Peoria	AZ	85345
Civiltec Engineering Inc.	9299 W Olive Ave	405	Peoria	AZ	85345
Arts. Arts. Arts	9299 W Olive Ave	404	Peoria	AZ	85345
Empty	9299 W Olive Ave	403	Peoria	AZ	85345
Original Rufnek	9299 W Olive Ave	402	Peoria	AZ	85345
International Minute Press	9299 W Olive Ave	401	Peoria	AZ	85345
Tri-Star Visual Communication	9299 W Olive Ave	202	Peoria	AZ	85345
Naturoli Beautiful	9299 W Olive Ave	201	Peoria	AZ	85345
Envision Security Inc.	9299 W Olive Ave	213	Peoria	AZ	85345
State Farm - Barry Swartz	9299 W Olive Ave	212	Peoria	AZ	85345
Vargas General Engineering, LLC	9299 W Olive Ave	211	Peoria	AZ	85345
Onix Sports Inc.	9299 W Olive Ave	210	Peoria	AZ	85345
Empty	9299 W Olive Ave	209	Peoria	AZ	85345
Empty	9299 W Olive Ave	208	Peoria	AZ	85345
Plumbing Masters	9299 W Olive Ave	207	Peoria	AZ	85345
All About Catering Co.	9299 W Olive Ave	203	Peoria	AZ	85345
Penny Royal Productions	9299 W Olive Ave	204	Peoria	AZ	85345

Exhibit M

From: james hayes
To: Jennifer Fostino
Cc: [redacted]
Subject: marijuana dispensary at 91st and Olive
Date: Monday, June 20, 2016 12:20:04 PM

Hello Ms Fostino
Thank you for alerting us to the possibility of a Marijuana Dispensary in our neighborhood.

We would like to register a formal concern with you and ask that a permit not be granted to this business.

We deal with the effects of drugs and alcohol often through our church and see the consequences in the lives of young people and families. Although this is a Medical Dispensary we are opposed to Marijuana use as we see it as a 'pathway' drug.

Thank you so much for your help, please contact us for any further information.

James Hayes

James Hayes
South Peoria Baptist Church
9000 W. Olive
Peoria Az. 85345
623-486-1556
www.spbch.org

CU16-0009 South Peoria Baptist Church Separation



CU16-0009 Medical Marijuana Dispensary

Applicant: Edward Judice

Request: The applicant is requesting a Conditional Use Permit for a medical marijuana dispensary.

Location: The southwest corner of 91st Avenue and Olive Avenue.

Exhibit N

N

Not to Scale

Exhibit O

From: Jennifer [redacted]
To: Jennifer [redacted]
Cc: Jennifer [redacted]; Angelica [redacted] Ryan [redacted]
Subject: CU16-0009; Outreach Efforts
Date: Wednesday, August 03, 2016 1:31:40 PM
Attachments: RE Follow up; Meeting Request for Pastor Jeremiah [redacted]

Hi Jennifer,

Here is an update of our outreach efforts (to no avail) with South Peoria Baptist Church for the case file. Attached please find the emails referenced below. Thanks!

6/21 left voicemail for Pastor Hayes re: meeting to discuss concerns
6/21 email to Pastor Hayes re: meeting
6/22 spoke to Terry in church office re: Pastor Hayes in [redacted]
6/27 left voicemail for Pastor Hayes re: meeting
7/7 email to Pastor Hayes re: meeting
7/13 mailed Open House invitation to church
7/27 left voicemail for Pastor Jeremiah Hayes re: meeting
7/29 email to Pastor Jeremiah re: meeting
8/3 stopped by church office and spoke to Terry; Pastor out of town

Jennifer [redacted]

7144 E Stetson Drive, Suite 300
Scottsdale, Arizona 85251
Direct: 480.505.3938
Cell: 602.369.0810

roselawgroup.com
roselawgroupreporter.com
social.roselawgroup.com

RLG is Service

Winner "Best place to work in Arizona"

The information contained in this message is privileged and confidential. It is intended only to be read by the individual or entity named about or their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender by telephone at 480.505.3938 or by fax at 480.505.3925 and delete or destroy any copies of this message. Thank you.

Think green, please don't print unnecessarily

Exhibit P

From: [redacted]
To: Jennifer [redacted]
Cc: Christina [redacted]
Subject: RE: CU 16-0009 Medical Dispensary location
Date: Monday, July 25, 2016 1:54:17 PM
Attachments: marjane.docx

Ms.Hhall and Ms. Fostino,
Good Afterrnoon. I am attaching a statement re the above project. I am sorry but I have sincere misgivings and they are noted in my attachement. We are a planned community located at 8940 W. Olive Avenue in downtown Peoria. Our main entrance is directly across the street from the Old Peoria swim club and our back entrance is located at 91 Avenue and Sunnyslope
Dr.. On the north we are next to the South Peoria Baptist Church.

Please feel free to email or call me. Ii had planned on attending the open house but duty to my Board preckludes me from attneding.

Thank you,
Frances E. [redacted]

Statement AGAINST Dispensary @ 91 & Olive Avenue

1. Westgreen Townhomes and Westgreen Townhomes Condos, total 182 Homeowners who pay property taxes to city, county and state.
2. New housing development directly behind fry's 100-200 homes purchased between 2-4 hundred thousand.
3. Proposed housing development directly across from Westgreen Townhomes main entrance within Old Peoria swim club grounds. This development I believe has 40 proposed unit
4. So around total about 400 families that pay City, County, and State taxes. All with children in residence.

I do not believe the location for this dispensary is a viable one. Location wise, YES it is in a commercial zoned area, The City of course will give an incentive to the owner/builders in the way of a tax break for developing vacant lot, HOWEVER, see above there are residential homes very close by. An alternate location for this dispensary would be within the existing Olive Business Park directly North of the Loop 101 where there are existing businesses already OR on Olive or Peoria Avenue between 67 and 83 Avenues where there are NUMEROUS, VACANT strip malls and shops.

I have resided within Westgreen Townhomes for 20 years. We are a small townhome community. We are gated for privacy. In the 20 years I have lived here there has NEVER been an issue requiring a heavy police presence and I do not want that to change. The patients who will eventually be purchasing the product, yes have a legal card. However, there is more of an opportunity for undesirable individuals to congregate in, around and near the facility for the purpose committing illegal activities.

There are young school age children residing within our walls, again they should not be exposed to an element that could cause them harm.

Traffic has always been an issue but I am sorry, the location of this dispensary will cause a traffic flow issue. Many times trying to Enter the Fry's parking lot from the 91 Avenue side I wait 2 to 3 minutes before turning in. Traffic from the "The World Buffet" has a difficult time leaving the premises. A neighbor has already been involved in an accident with an individual leaving the "World Buffet" and the person was not paying attention. Personally I do not care that traffic flow will be directed in a proper manner, from what I see on a daily basis, the police department would constantly be monitoring that corner.

I am sorry, but I really feel this location is not the right place for the dispensary. I CAN NOT attend the meeting as I have a commitment with my Homeowner's Association of which I am President that precludes me from attending. I can be reached at [redacted]

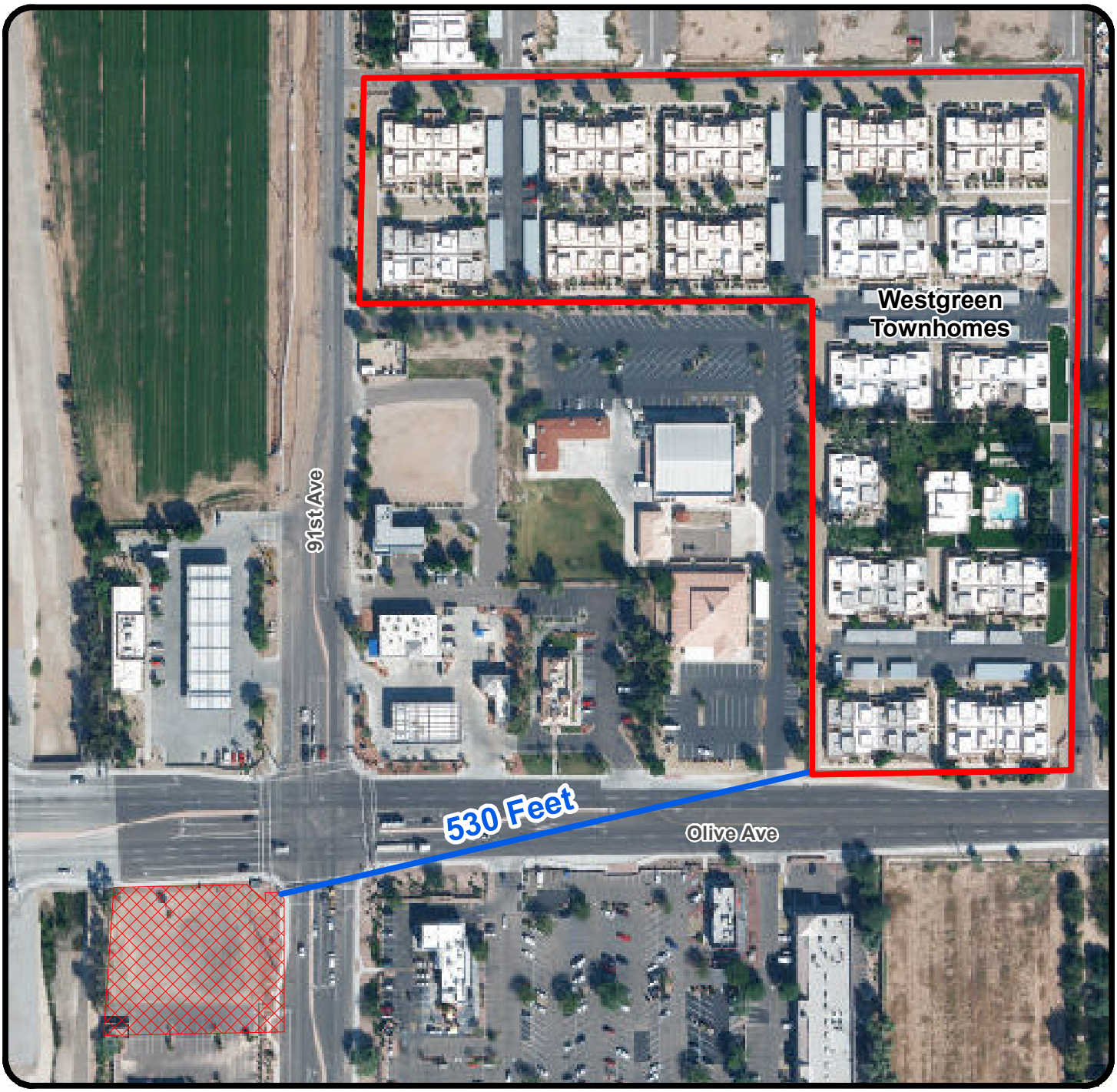
Respectfully submitted,

Frances E. [redacted]

President

Westgreen Townhouses Association

CU16-0009 Westgreen Townhomes Separation



CU16-0009 Medical Marijuana Dispensary

Applicant: Edward Judice

Request: The applicant is requesting a Conditional Use Permit for a medical marijuana dispensary.

Location: The southwest corner of 91st Avenue and Olive Avenue.

Exhibit Q

N

PEORIA ARIZONA

Not to Scale

Exhibit R

From: [redacted]
To: Jennifer [redacted]
Subject: RE: Requested email re CU 16-009
Date: Friday, August 12, 2016 10:16:57 AM
Attachments: cuyes.docx

To Whom It May Concern,

I the below signed party am hereby removing my objection to a CU permit # CU 16-0009. Upon discussing my concerns and actually viewing a video of an operating pharmacy here in the valley I am assured that the customer, employees and parties near the pharmacy will be safe.

Thank You,

France E. [redacted]

Exhibit S

Open House Meeting

SUMMARY **JULY 26, 2016 6:00 PM**

NORTHERN RE HOLDINGS, LLC
CUP APPLICATION
(CU16-0009)

MEETING CALLED BY	Northern RE Holdings, LLC
TYPE OF MEETING	Open House to discuss the proposed Conditional Use Permit request to allow the operation of a medical marijuana dispensary at 8970 N. 91st Avenue.
LOCATION	Peoria Public Library (Willow Room) 8463 W. Monroe Street Peoria, AZ 85345
NOTE TAKER	Jennifer Hall, RLG
ATTENDEES	Project Team: Ryan Hurley – Rose Law Group (attorney) Tom Galvin – Rose Law Group (attorney) Jennifer Hall – Rose Law Group Edward Judice – Applicant Ed Vartughian - Applicant Stephanie Pereyra – Applicant

SUMMARY	There were only 4 other attendees: Councilman Leone and his staffer Anthony Alejandro, Jennifer Fostino who is the Peoria City Planner assigned to this case and An Nguyen who was passing by the room and decided to stop in to listen to the presentation. At 6:15PM Ryan Hurley welcomed the group and introduced the Applicants as the current operators of the existing Bloom Dispensary. A short video played that showed the existing safe and secure operation of the Bloom Dispensary including checking in patients, verifying valid cards, educating patients on the illness specific strains, showing the secure purchase and delivery of the medicine in pre-sealed packages. Applicant, Edward Judice, spoke after the video. He explained how he became involved in medicinal marijuana program and had a power point presentation that discussed the process in great detail. At the end of the presentation Edward invited questions from the audience. There were no questions after the presentation.

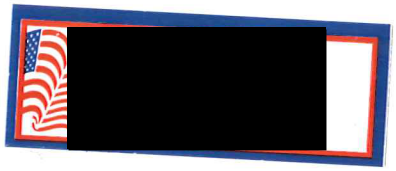
NORTHERN RE HOLDINGS, LLC | Open House Sign-in Sheet

CUP APPLICATION FOR MEDICAL MARIJUANA DISPENSARY AT 8970 N. 91ST AVENUE

Tuesday, July 26, 2016, 6:00PM

	Name	Address	Email	Phone
1.	AN Nguyen	[redacted]		
2.	Anthony Alejandro	8401 W. monroe st peoria, AZ	anthony.alejandro@peoriaaz.gov	623-773-7538
3.	Jennifer Fostino	Dev Svcs	jennifer.fostino@peoriaaz.gov	623-773-7565
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

Exhibit B



October 16, 2016

City of Peoria Planning and Zoning Commission

I am filing an appeal against the Commission's decision in the matter of item: Case CU 16-005,

Saguaro Sky Medical Marijuana Dispensary and

Case CU 16-009, Northern RE Investments, LLC, Medical Marijuana Dispensary.

The Peoria Planning and Zoning Commission approved these items on September 29, 2016. This would mean that there would be three (3) Medical Marijuana Dispensaries within two (2) miles.

Signed

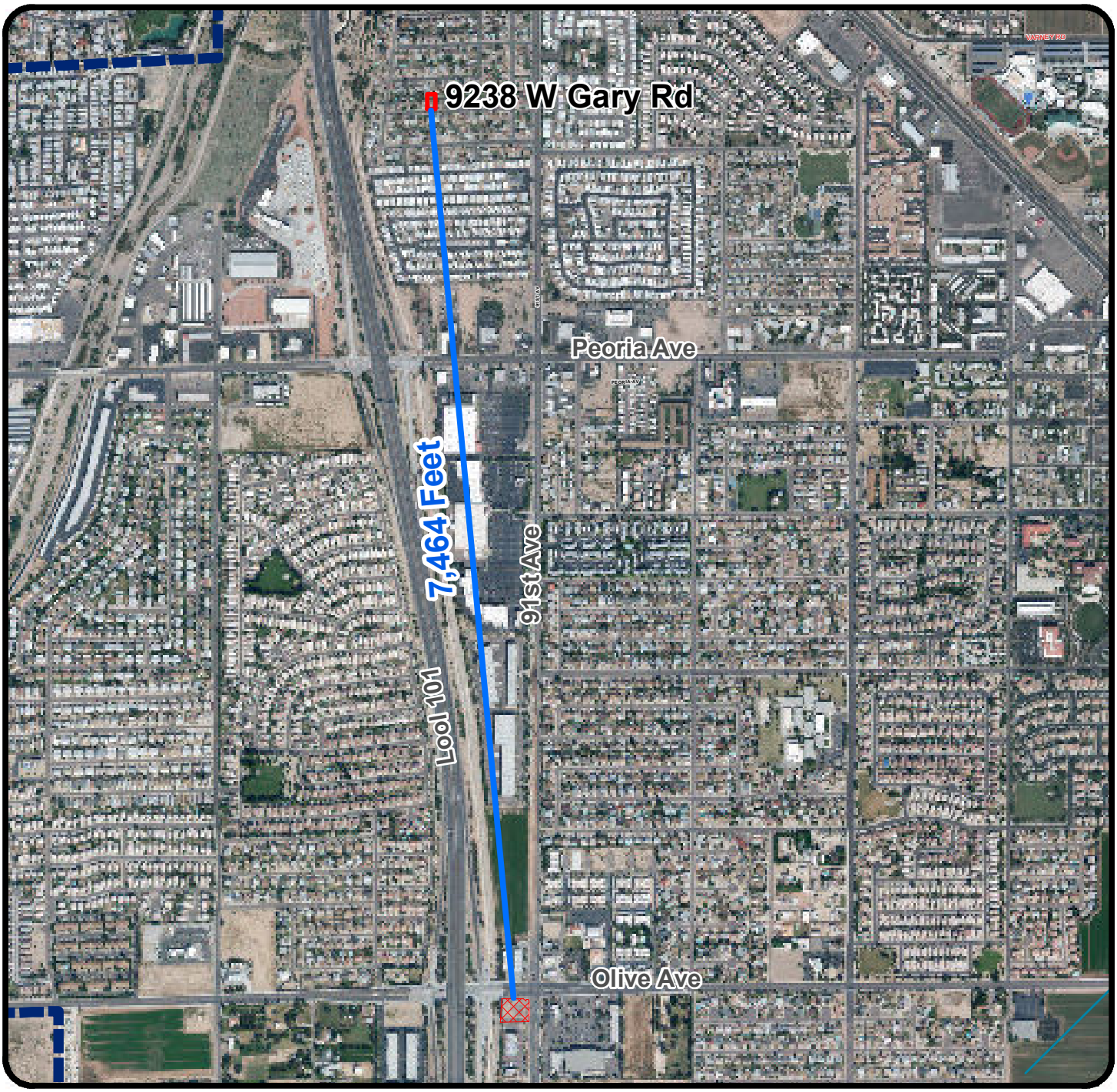
GARTHIA L DUNBAR

@cox.net

602- (c)

623- (h)

CU16-0009 Appellant Separation



CU16-0009 Medical Marijuana Dispensary

Appellant: Garthia Dunbar

Request: Conditional Use Permit Appeal Request

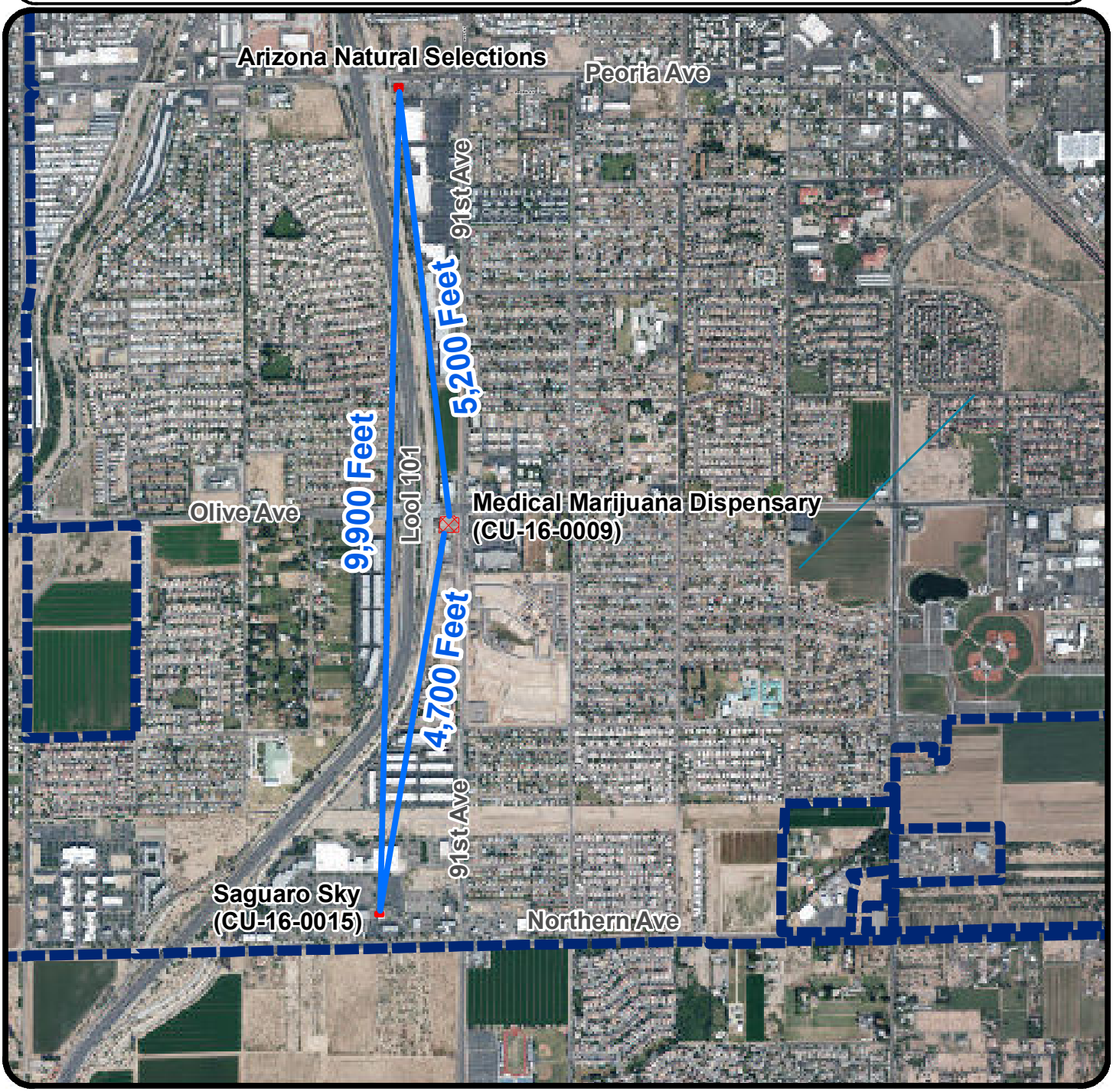
Location: The southwest corner of 91st Avenue and Olive Avenue.

Exhibit C

N

Not to Scale

CU16-0009 Medical Marijuana Dispensary Separation (Existing and Proposed)



CU16-0009 Medical Marijuana Dispensary

Appellant: Garthia Dunbar

Request: Conditional Use Permit Appeal Request

Location: The southwest corner of 91st Avenue and Olive Avenue.

Exhibit D

N

PEORIA ARIZONA

Not to Scale

Commissioner Golden asked if there have been any problems at the location on Peoria Avenue.

Mr. Proch stated staff worked closely with the police department and to-date, there have not been any issues at the Peoria Avenue location.

Commissioner Nelson asked why the proposed location is so close to the existing dispensary.

Mr. Proch stated that because of the all the separation requirements, there are a limited number of qualifying locations that meet the requirements.

COMMISSION ACTION: Commissioner Nelson moved to approve CU16-0015. The motion was seconded by Commissioner Louis and upon vote, passed unanimously.

8R **CU16-0007: Medical Marijuana Dispensary**

A public hearing was held to consider a request for a Conditional Use Permit (CUP) to allow the development and operation of a 2,000 square foot Medical Marijuana Dispensary, located at the southwest corner of 91st Avenue and Olive Avenue.

Staff report was presented by Ms. Jennifer Fostino, Planner

PUBLIC COMMENTS:

Mr. Thomas Galvin; for the applicant, provided a presentation on the site, its history, challenges and plans should the application be approved.

Linda Parsons; a patient of Bloom, spoke in favor of the business.

John McDonald; a patient of Bloom, spoke in favor of the business.

Edmond Vartughian; spoke in favor of the business and their professionalism. Mr. Vartughian would be developing the property at the proposed location.

Paul Blum; represents the seller of land and spoke in favor of the business.

Stephanie Pereyra; the patient liaison for Bloom, spoke in favor of the business.

Dave Morrisey; a patient of Bloom, spoke in favor of the business and highlighted their community involvement.

COMMISSION COMMENTS:

Commissioner Nelson asked why the request wasn't restricted since Winery 101 is within 1000' as noted in the zoning ordinance.

Ms. Melissa Sigmund stated the Winery 101 business holds a different type of liquor license and is not classified as a retail liquor store.

Commissioner Otlewski asked if a doctor would be on-site to issue a medical card.

Mr. Judice stated no doctor would be on-site.

Commissioner Otlewski asked what the concern was from Westgreen Townhouse Association.

Mr. Edward Judice, the applicant, stated the concern was traffic and the site in general.

Commissioner Nelson asked if the dispensary would sell product to anyone without a medical card.

Mr. Judice stated no sales to people without a required medical card.

COMMISSION ACTION: Commissioner Louis moved to approve CU16-0009. The motion was seconded by Commissioner Otlewski and upon vote, passed unanimously.

9R **Election of Vice-Chair**

Discussion and possible action to elect Vice-Chair for the remainder of 2016.

Ms. Melissa Sigmund provided the Commission with information on eligibility.

Commissioner Louis nominated Commissioner Nelson to fill the position of Vice-Chair.

COMMISSION ACTION: Commissioner Louis moved to elect Commissioner Nelson as Vice-Chair. The motion was seconded by Commissioner Golden and upon vote, passed unanimously.

REPORT FROM STAFF:
Mr. Pruett notified the Commission of the next meeting of the Planning & Zoning Commission on October 20th. There is no meeting on October 6th due to a lack of cases.

REPORTS FROM THE PLANNING AND ZONING COMMISSION:
None

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 21R.

Date Prepared: 10/26/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Conditional Use Permit Appeal, Saguaro Sky Medical Marijuana Dispensary, 91st Avenue and Northern Avenue (CU16-0015)

Purpose:

This is a request for City Council to hold a Public Hearing to consider an appeal of the Planning & Zoning Commission's decision on September 29, 2016 to approve a Conditional Use Permit for Saguaro Sky Medical Marijuana Dispensary located at 9240 W. Northern Avenue, Suite 103A.

The City received one (1) letter in opposition to the request. On September 29, 2016, the Planning & Zoning Commission held a public hearing and voted to approve the Conditional Use Permit. There were no speakers present in opposition to the case. The appellant to the Planning & Zoning Commission decision had not previously opposed the case and was not present at the public hearing.

Background/Summary:

Background

The applicant, Andy Workman, is proposing to open and operate a 1,580 square foot medical marijuana dispensary within an existing in-line suite located within the Peoria Crossings shopping center. Peoria Crossings is anchored by Target and Kohl's and is located along the northwest corner of 91st Avenue and Northern Avenue, along Peoria's southernmost boundary. A medical marijuana dispensary is a conditionally permitted use within the Peoria Crossings Planned Area Development (PAD) which refers back to the approved list of uses within the Intermediate Commercial (C-2) zoning district. The PAD does not prohibit any uses allowed within the C-2 zoning district.

Pursuant to Section 14-39-12.H of the Zoning Ordinance, any member of the public, including the applicant, may appeal a decision of the Planning and Zoning Commission, regarding a Conditional Use Permit, to the City Council. Such appeal must be filed within 15 calendar days of the date of the hearing with the Planning and Community Development Department. Staff has received one letter of appeal from a resident located approximately 2.3 miles away from the subject property. (Exhibit 1)

When a Planning and Zoning Commission decision is appealed, the City Council makes the final determination to either reverse, modify or affirm the decision. The Council shall base its decision on the written findings previously issued by the Commission, applicable law, the review criteria stipulated below:

CUP Decision Criteria (14-39-12.E)

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.

The City and the Planning & Zoning Commission has found that the proposal adheres to the CUP decision criteria. If Council reverses or modifies the decision of the Commission, the Council shall direct the City Attorney to prepare written findings setting forth the basis for the reversal or modification.

State Regulations

As outlined in the report and presentation to the Planning and Zoning Commission, Proposition 203 was passed on November 2, 2010, authorizing the use, sale, and cultivation of medical marijuana in Arizona. On April 14, 2011, the Medical Marijuana Act went into effect, which allowed one-hundred twenty-six (126) possible registration certifications for dispensaries throughout the state. The total number of certificates authorized was based on the number of pharmacies within the State. For every ten (10) licensed pharmacies, one (1) medical marijuana dispensary was allowed. The Arizona Department of Health Services (ADHS) limited the number of registered dispensaries according to geographic regions referred to as Community Health Analysis Areas (CHAA). One dispensary was permitted within each CHAA. After the first three (3) years of receiving their registration certification, a dispensary may move anywhere within the state, regardless of the one dispensary per CHAA quota.

The City of Peoria currently lies within three (3) different CHAAs: #38 Maricopa Co. N, #39 Wickenburg, and #41 Peoria. The CHAA referred to as #41 Peoria contains a majority of the City and currently has one (1) medical marijuana dispensary operating west of the southwest corner of 91st Avenue and Peoria Avenue. This dispensary received approval for a Conditional Use Permit through the Planning and Zoning Commission on April 18, 2013. This has been the only operating medical marijuana dispensary within the City limits to date.

The Medical Marijuana Act also authorizes cities the ability to enact reasonable zoning regulations that limit the use of land for registered nonprofit medical marijuana dispensaries and cultivation. The City's current medical marijuana regulations require a Conditional Use Permit and additional limitations include distance and operational requirements, along with strict security measures. The proposal does meet all rules and regulations pertaining to medical marijuana dispensaries set forth by the Zoning Ordinance.

Planning and Zoning Commission Public Hearing (September 29, 2016)
On September 29, 2016 the Planning and Zoning Commission unanimously approved (6-0) a Conditional Use Permit (CUP) for the medical marijuana dispensary. The Security Management Narrative and Plan were reviewed by the Peoria Police Department. One email of opposition was received six (6) weeks after the initial application submittal. The opposition, a property owner within the Peoria Crossings shopping center, did not feel that a dispensary met the character of the surrounding center. All requirements set forth in the Zoning Ordinance concerning the proposed use had been met, as shown in the attached Planning and Zoning Commission report (Exhibit 2) including ensuring proper land use compatibility.

Appeal of Planning & Zoning Commission Action
Staff received one letter of appeal of the Planning and Zoning Commission's decision to approve this request in accordance with Section 14-39-12.H. The appellant's concern was in regards to the close proximity of the existing medical marijuana dispensary, this proposed medical marijuana dispensary, and a third medical marijuana dispensary proposed at the southwest corner of 91st Avenue and Olive Avenue (CU16-0009). The appellant did not raise concerns during the review process and was not present for the Planning and Zoning Commission meeting. Pursuant to the Zoning Ordinance, dispensaries are required to be a minimum of 2,640 feet away from another dispensary to prevent any perceived proliferation. All three locations meet this requirement (Exhibit 3).

Previous Actions:

This request has been subject to the City's Conditional Use Permit process according to Section 14-39-12 of the Peoria Zoning Ordinance. A public hearing was held for this item at the September 29, 2016 Planning & Zoning Commission Meeting. The Commission unanimously approved this request with a 6-0 vote.

Options:

Based upon written findings previously issued by the Commission, applicable law and the review

criteria stipulated in the Zoning Ordinance, the City Council may:

A: Affirm the Planning & Zoning Commission's decision; or
B: Modify the Planning & Zoning Commission's decision making findings setting forth the basis for the modification and directing the City Attorney to prepare such findings in writing; or
C: Reverse the Planning & Zoning Commission's decision, making findings setting forth the basis for the reversal and directing the City Attorney to prepare such findings in writing; or
D: Continue action to a date certain or indefinitely.

If the City Council reverses or modifies the decision of the Commission, the Council shall direct the City Attorney to prepare written findings setting forth the basis for reversal or modification.

Staff Recommendation:

Discussion and possible action to affirm, reverse, or modify the Planning and Zoning Commission's decision to approve a Conditional Use Permit for Saguaro Sky Medical Marijuana Dispensary located at 9240 West Northern Avenue, Suite 103A.

Fiscal Analysis:

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

Narrative:

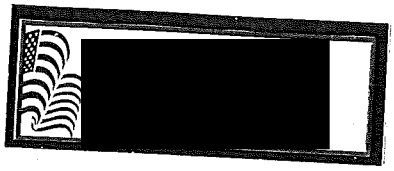
If the decision to approve the CUP is upheld, the future dispensary would be required to obtain all State of Arizona (Department of Social and Health Services) approvals therein and obtain any necessary local tenant improvement (TI) building permits.

ATTACHMENTS:

Letter of Appeal
September 29, 2016 Planning & Zoning Commission Staff Report with exhibits
Distance Separation Map – Dispensaries (existing and proposed)

Contact Name and Number:

Chris M. Jacques, AICP, Planning Director (623) 773-7609



October 16, 2016

City of Peoria Planning and Zoning Commission

I am filing an appeal against the Commission's decision in the matter of item: Case CU 16-005,

Saguaro Sky Medical Marijuana Dispensary and

Case CU 16-009, Northern RE Investments, LLC, Medical Marijuana Dispensary.

The Peoria Planning and Zoning Commission approved these items on September 29, 2016. This would mean that there would be three (3) Medical Marijuana Dispensaries within two (2) miles.

[redacted]

Signed

GARTHIA L DUNBAR

[redacted]@cox.net

602-[redacted] (c)

623-[redacted] (h)

BACKGROUND

Context

The Saguaro Sky medical marijuana dispensary is proposing to locate within an existing 1,580 square foot in-line suite located in the Peoria Crossings commercial shopping center at 9240 W. Northern Avenue. (Exhibit A)

General Plan

The subject property is designated Community Commercial on the General Plan Land Use Map. The Community Commercial land use designation denotes areas where commercial development that is more intense than that of neighborhood commercial areas may take place in the form of large-scale retail buildings and shopping centers that serve a market radius of generally 3 - 5 miles.

Zoning

The site is zoned Peoria Crossings Planned Area Development (PAD). The PAD district is intended to provide a tailored list of uses such as restaurant, retail, and office uses that align and support the nature of the surrounding area. (Exhibit B)

Adjacent Uses and Zoning

Table 1 summarizes the existing land use, General Plan designation and zoning for the surrounding areas.

Table 1 – *Existing Land Use, General Plan, and Current Zoning*

	EXISTING LAND USE	GENERAL PLAN	ZONING
Subject Property	**Vacant Commercial in-line suite**	**Community Commercial**	**Peoria Crossings Planned Area Development**
North	Salt River Project power line corridor, then light industrial warehouse	Park / Open Space, then Community Commercial	Planned Light Industrial (PI-1)
South	Northern Avenue, then vacant agricultural land	Corporate Commerce Center (City of Glendale)	Agricultural (A-1) (City of Glendale)
East	91st Avenue, then gas station	Low Density Residential	Intermediate Commercial (C-2)
West	Commercial businesses, then Loop 101 highway	Community Commercial	Peoria Crossings (PAD), then Intermediate Commercial (C-2)

Other Related Policies and Project History

A previous medical marijuana dispensary received approval to operate at this location in February, 2013. The applicant did not move forward with building permits at this site, and the approved Conditional Use Permit (CUP) expired in August, 2014, eighteen months after approval. The site is still suitable for a medical marijuana use today.

State Regulations

Proposition 203 was passed on November 2, 2010 authorizing the use, sale, and cultivation of medical marijuana in Arizona. Prop 203 also authorized cities the ability to enact reasonable zoning regulations that limit the use of land for registered non-profit medical marijuana dispensaries and cultivation. The Arizona Department of Health Services (ADHS) is the agency responsible for the adoption and enforcement of the regulatory system currently used for the distribution of medical marijuana, including the system used for registering qualifying patients, designated caregivers, non-profit dispensary/cultivation sites, and dispensary/cultivation agents.

The Medical Marijuana Act went into effect on April 14, 2011. Applications for a dispensary registration certificate were not accepted until May, 2012. The total number of certificates authorized was based on the number of pharmacies within the State. For every ten (10) licensed pharmacies, one (1) medical marijuana dispensary was allowed. This equated to one-hundred twenty-six (126) possible certifications/dispensaries. In an effort to ensure patient access throughout the State, ADHS limited the number of registered dispensaries according to geographic regions referred to as Community Health Analysis Areas (CHAA). One dispensary was permitted within each CHAA (Exhibit C). A random selection process was used if more than one (1) application was received for a CHAA.

The City of Peoria currently lies within three (3) different CHAAs: #38 Maricopa Co. N, #39 Wickenburg, and #41 Peoria. The CHAA referred to as #41 Peoria contains a majority of the City and currently has a medical marijuana dispensary operating west of the southwest corner of 91st Avenue and Peoria Avenue (Exhibit D). This dispensary received approval for a Conditional Use Permit through the Planning and Zoning Commission on April 18, 2013. This has been the only operating medical marijuana dispensary within the City limits to date.

For the first time since the initial calculation, the number of pharmacies within the State has been re-evaluated and there are now thirty one (31) dispensary registration certificates available. ADHS was accepting applications between July 18-29, 2016. The CHAAs will remain as-is and the disbursement of the dispensaries within the CHAAs will be based on the areas with the most registered patients. The CHAA referred to as #41 Peoria is currently ranked number seven (7) on the priority list for another dispensary (Exhibit E).

APPLICANT'S PROPOSAL

Goal/Purpose of Request (Exhibits F-J)

The center is located at the northwest corner of 91st Avenue and Northern Avenue. The subject suite is approximately 1,580 square feet and located towards the eastern edge of the overall center, which is approximately 70 acres in size. The applicant is requesting the approval of a Conditional Use Permit (CUP) to allow a medical marijuana

dispensary.

The applicant is proposing to operate daily from 8:00 a.m. to 9:00 p.m. It is expected that a minimum of three employees will be on site at a time to assist patients, while in the future; up to 10 employees may be on the premises depending on patient demand. With maximum staffing, up to five patients could be served at any one time. The applicant is expecting to see about 100 customers per day. At maximum capacity, up to 10 patients may be in the medicine dispensing area at one time and 30 persons within the lobby waiting area. Patients cannot access the dispensing room until verified through the Arizona Department of Health Services (AZDHS). Only one patient for every Dispensary Agent (employee) will be allowed. Non-cardholders will not be granted access to the dispensing room or be able to purchase items.

A professionally trained security guard will be on-premise during all hours of operation. A third-party security company shall monitor the alarm system 24 hours a day and have direct communication lines to ownership personnel. Panic buttons will be strategically placed for employees in case of emergency. The security guard will also have a direct line of communication with the security system monitoring company. Approximately thirteen indoor and outdoor cameras will capture high-resolution video of the premise 24 hours a day. All video footage will be stored for at least 60 days in accordance with local ordinance.

A large carbon filter will be placed in the Safe Room near recirculating fans filtering the air for particulates and odor. The ambient air outside of the Safe Room circulating throughout the building will have a closed system air conditioner also filtering the air for particulates and odor while maintaining the building's air temperatures. There shall be no emission of dust, fumes, vapors or odors into the environment from the premise. "No Medicating" signs will be posted on site and security personnel will monitor this with a zero tolerance policy. Any waste/expired marijuana will be stored indoors in a secured and locked location inside the Safe Room. The company will recycle all plant material waste by shredding the plant materials into small half inch pieces and composting on premises or composting in area landscapes or local farms. Pickup and disposal of waste material will be in accordance with AZDHS rules.

Marijuana will be stored in locked cases and behind patient counters during business hours. After hours, Marijuana products will be stored in the designated Safe Room that is lined with a heavy duty DEA Cage. The Safe Room and Inventory Cage will have high security entry requirements, self-closing and self-locking door, panels that sit flush to the floor, heavy-duty hardware, and will be only accessible by limited personnel. Marijuana consumption will not be allowed in suite, on site, or in vehicles on the premises.

Transportation security measures will consist of discreet packaging for all products and the products will not be openly visible to the public. On-site security personnel will escort all delivery people to and from their vehicles. All transporting vehicles must not have any advertising and/or marijuana related images associated with it according to

AZDHS regulations. Transport vehicle will travel directly between destinations without making any unnecessary stops and a printed Trip Manifest will be onboard with the transporter at all times.

The business entrance and all exterior window areas shall be illuminated during evening hours and shall comply with the City's lighting standards regarding fixture type, wattage, illuminating levels, and shielding. Exterior entry point doors (one in front and one in back) will use commercial grade doors with non-residential locks. Conspicuous cameras will be placed to encourage people to not attempt access. The restricted access area doors (back door, dispensing room door, manager's office door, employee office door, and DEA Cage door) will be locked at all times with a spring loaded hinge to ensure it closes behind persons as they enter or leave the secured area. Access will only be granted with a smart lock system and signage will be displayed on the door indicating that members of the public are not allowed unescorted access.

Development Information

- Existing Use: Vacant commercial in-line suite
- Proposed Use Medical Marijuana Dispensary
- Suite Size: 1,580 square feet

DISCUSSION AND ANALYSIS

Applicability

The subject property is zoned Peoria Crossings PAD. The PAD zoning district allows a medical marijuana dispensary through the issuance of a Conditional Use Permit, subject to limitations.

Article 14-9-5-K of the Zoning Ordinance provides the following limitations on medical marijuana dispensaries. Staff responses are in *italics*.

1. Vehicular access into the center or site containing the dispensary shall be from an arterial roadway.

   The dispensary can be accessed from 91st Avenue or Northern Avenue.

2. The use shall not be located within 2,640-feet of another Medical Marijuana Dispensary or Medical Marijuana Manufacturing or Cultivation Facility.

   The closest location, Arizona Natural Selections, is over 2,640 feet away.

3. The use shall not be located within 1,000-feet of the property line of Day-Care Facilities, Pre-Schools, Public/Charter or Private Schools.

   The closest location, Raymond S. Kellis High School, is over 1,000 feet away.

4. The use shall not be located within 1,000-feet of a Retail Liquor Store; Tavern, Bar or Lounge; Adult Use; Substance Abuse Treatment Centers; or State Local Alcohol Reception Center.

   The area surrounding the proposed location does not contain any of these uses.

5. The use shall not be located within 500-feet of the property line of a residentially-zoned property.

   The closest location, a vacant residentially-zoned parcel located in the City of Glendale, is over 500 feet away.

6. The product offered for retail sales to Medical Marijuana Cardholders shall be inaccessible to the public entering the Medical Marijuana Dispensary. All product provided for retail sales shall be located behind a counter staffed by a Nonprofit Medical Marijuana Dispensary Agent as defined by A.R.S.§ 36- 2801.et.seq.

   Saguaro Sky will only sell product to Medical Marijuana Cardholders that are inaccessible to the public and placed behind a counter staffed with a Dispensary Agent.

7. The Dispensary shall have operating hours not earlier than 8:00 a.m. and not later than 9:00 p.m.

   The hours of operation will be daily from 8:00 a.m. to 9:00 p.m.

8. The Cultivation of Marijuana is prohibited.

   No on-site cultivation will be done.

9. Delivery services are prohibited.

   Saguaro Sky will not be making any deliveries.

10. Drive-through services and sales are prohibited.

    The in-line suite does not have a drive-through window.

11. Alcoholic beverages shall not be sold, stored, distributed or consumed on the premises.

    No alcoholic beverages will be sold.

12. The Dispensary shall not have outdoor seating areas, but shall have adequate indoor seating to prevent outside loitering.

Saguaro Sky will have seating for up to 30 patients in the lobby.

13. The business entrance and all window areas shall be illuminated during evening hours and shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding etc.

    Saguaro Sky will utilize lighting in line with City standards.

14. The windows and/or entrances shall not be obstructed and must maintain a clear view into the premises during business hours.

    The applicant will leave the windows clear of obstruction, and keep all entrances well-lit with conspicuous security measures, including security camera, locking doors, a security guard, and remote monitoring.

15. The use shall provide a plan to ensure that no consumption of Marijuana or any product containing Marijuana occurs on the premises of a Medical Marijuana Dispensary.

    Marijuana consumption will not be allowed in suite, on site, or in vehicles on the premises. "No Medicating" signs will be posted on site and security personnel will monitor this with a zero tolerance policy.

16. Tenant improvement plan shall ensure that ventilation, air filtration, building and design standards are compatible with adjacent uses and the requirements of adopted building codes.

    The applicant will utilize all proper ventilation, air filtration, and building design according to the building codes adopted by the City of Peoria.

Section 14-39-12 of the Zoning Ordinance outlines the applicable criteria for evaluating Conditional Use Permits. In general, the purpose of a CUP is to mitigate any identified negative impacts on the surrounding neighborhood that may result from a specific use, and provide controls to ensure maximum compatibility between nearby land uses.

Compatibility With Surrounding Land Uses

The proposal meets all distances separations required for a medical marijuana dispensary, including schools, day care centers, bars, taverns, liquor stores, substance abuse treatment centers, and residentially-zoned properties. (Exhibit K) A list of all businesses located within 1,000 feet has also been provided. (Exhibit L)

A second dispensary in the City creates an opportunity to better serve the citizens requiring this service. The AZDHS lists Peoria as the 7th highest area of need for cardholders. This proposal also will utilize the vacant suite within an existing commercial center that has seen new invest recently. Moreover, the use will have

access to an adequate supply of parking at the center. Staff does not anticipate any negative impacts that would affect adjoining or nearby uses as a result of this request.

If any issues arise regarding the operation of the business, Section 14-39-12.I of the Zoning Ordinance provides the Planning Manager with continuing jurisdiction over all Conditional Use Permits. This means that a permit may be revoked, modified, or suspended should any of the following occur:

a. The permit was obtained by fraud or misrepresentation;
b. The use authorized by the CUP has been exercised in violation of the conditions of approval.
c. A change in circumstances where the following has occurred:
    1. Impacts from the approved CUP to neighboring properties; and
    2. Changes in aesthetic or environmental impacts such as noise, odors, or pollution.
d. The use authorized by the CUP is operated in a manner that constitutes a nuisance to neighboring property owners, adjacent neighborhoods, or the City; or is exercised in a manner that is detrimental to the public health, welfare or safety.

COMMUNITY INVOLVEMENT

Outreach Requirements

The application was properly noticed pursuant to Section 14-39-6 of the Peoria Zoning Ordinance, which includes notification to all property owners within 600 feet of the site and registered HOA's within one (1) mile, posting a sign on the site, and placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

Support / Opposition

At the time of this writing, one email of opposition (Exhibit M) was received six (6) weeks after the initial application submittal. The email was sent by a neighboring property owner within the Peoria Crossings commercial shopping center who did not agree that the proposed dispensary fit within the context of a retail development with family style restaurants.

Proposition 207 Waiver

The voters of Arizona approved Proposition 207, which among other things requires municipalities to compensate property owners for actions which have the effect of diminishing the value of property. The City Attorney's Office has drafted an agreement which waives the applicant's rights to future Proposition 207 claims against the City. Accordingly, the applicant has furnished a signed and notarized Proposition 207 Waiver.

STAFF RECOMMENDATION

Based on the following findings:

1. The request is consistent with the City of Peoria Zoning Ordinance and compatible with the uses in the surrounding area;

2. The proposal meets the Conditional Use Permit standards and complies with the use limitations for a Medical Marijuana Dispensary;

3. The application has been reviewed and approved by the Peoria Police Department;

4. The use will be located and will operate in a manner that protects the adjacent properties and businesses from nuisances and is consistent with a retail/service character of the area;

5. The use, in conjunction with the conditions of approval, will operate in a manner that will not negatively impact the adjoining uses; and,

6. The applicant/owner has submitted a signed and notarized a Proposition 207 waiver, which will be recorded with the conditions outlined below.

Staff recommends that the Planning and Zoning Commission take the following action:

Approve the applicant's request for a Conditional Use Permit under Case CU16-0012, subject to the following conditions:

1. The use shall substantially conform to the Project Narrative (Exhibit F), Security Management Narrative (Exhibit G), Security Plan (Exhibit H), and Floor Plan (Exhibit J) as contained in the staff report to the Planning & Zoning Commission dated September 29, 2016;

2. The applicant shall secure any necessary security system and/or alarm system permits from the Peoria Police Department;

3. The use shall fully comply with all state and local laws and Arizona Department of Health Services regulations pertaining to medical marijuana dispensaries;

4. The applicant shall post a no loitering sign on all sides of the suite;

5. Any expansion of the use, or material modification of the tenant suite shall require an amendment to the Conditional Use Permit; and,

6. In accordance with Section 14-39-12.B.5 of the Peoria Zoning Ordinance (1977 Edition), the Conditional Use Permit will expire on 3/29/2018 if the use has not began operating or a building permit has not been obtained.

REPORT PREPARED BY

Randy Proch

Planner
623-773-5164
randy.proch@peoriaaz.gov

ATTACHMENTS:

Exhibit A	Vicinity Map
Exhibit B	Zoning Map
Exhibit C	CHAA Map
Exhibit D	Current Dispensary
Exhibit E	CHAA Priority List
Exhibit F	Project Narrative
Exhibit G	Security Management Narrative
Exhibit H	Security Plan
Exhibit I	Site Plan
Exhibit J	Floor Plan
Exhibit K	Distance Separation Exhibit
Exhibit L	1,000 Foot Use List
Exhibit M	Email of Opposition

CU16-0015 Vicinity Map



CU16-0015 Saguaro Sky Medical Marijuana Dispensary

Applicant: Andy Workman

Request: The applicant is requesting a Conditional Use Permit for a medical marijuana dispensary.

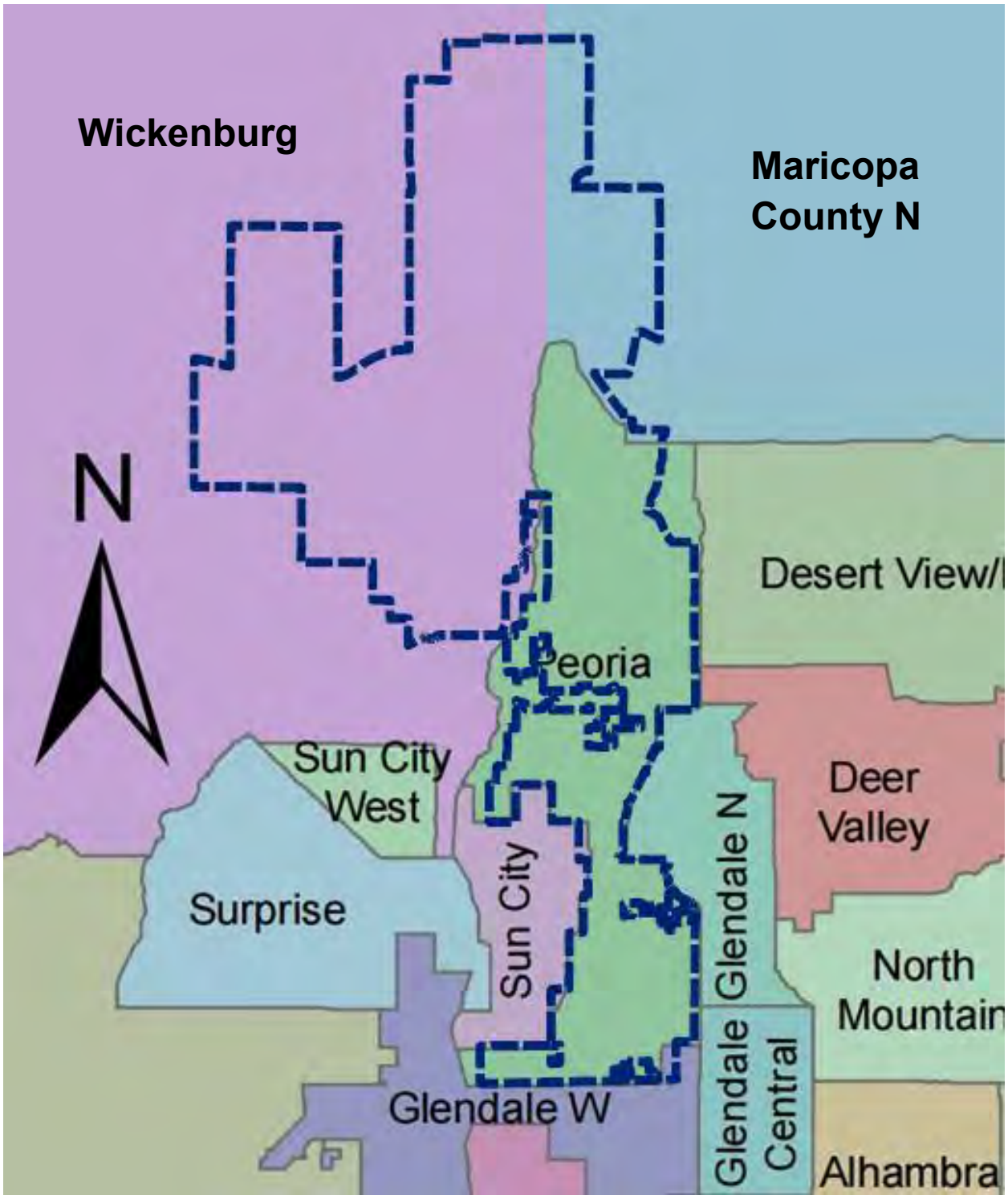
Location: West of the northwest corner of 91st Avenue and Northern Avenue.

Exhibit A

N

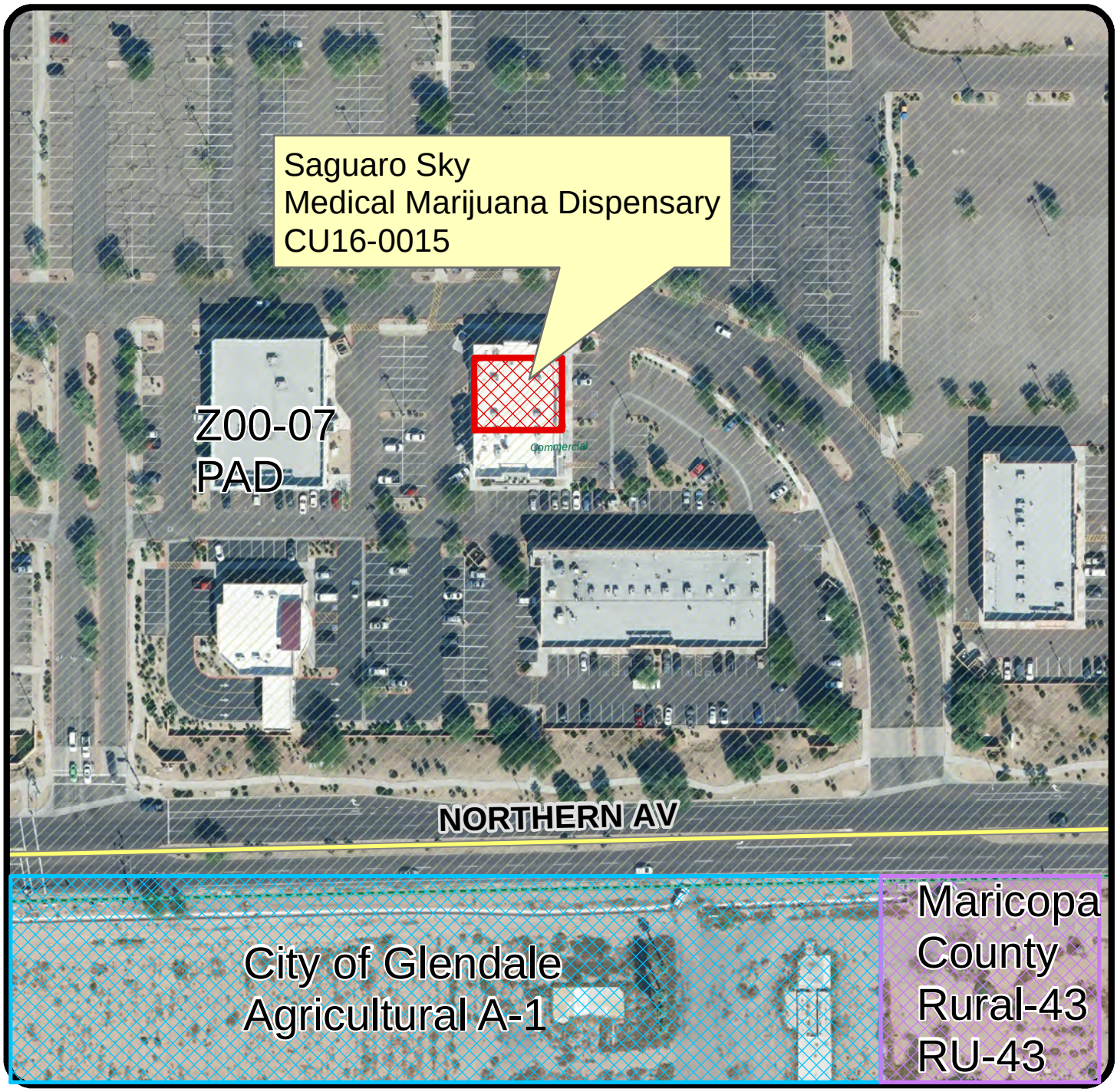
Not to Scale

Community Health Analysis Areas



Peoria City Limits

CU16-0015 Zoning Map



CU16-0015 Saguaro Sky Medical Marijuana Dispensary

Applicant: Andy Workman

Request: The applicant is requesting a Conditional Use Permit for a medical marijuana dispensary.

Location: West of the northwest corner of 91st Avenue and Northern Avenue.

Exhibit B

N

Not to Scale



Current Peoria Dispensary Location

Arizona Natural Selections

Exhibit E

ARIZONA DEPARTMENT OF HEALTH SERVICES

LICENSING

June 16, 2016

Top 31 CHAAs prioritized under R9-17-303(B)(2)

Rank	CHAA	CHAA ID
1	Paradise Valley Village	46
2	North Mountain	52
3	Deer Valley	44
4	Chandler SE	80
5	Scottsdale N	40
6	Camelback East	56
7	Peoria	41
8	Gilbert E	77
9	Mesa E	65
10	Scottsdale S	58
11	Surprise	47
12	Tanque Verde	106
13	Tucson NE	105
14	Tempe N	68
15	Mesa W	69
16	Tempe S	74
17	Maryvale	60
18	Alhambra	59
19	Yavapai Co. NE	26
20	Superior/Kearny	93
21	Chandler NW	79
22	Tucson E Central	109
23	South Mountain	71
24	Glendale N	45
25	Desert View/North Gateway	42
26	Mesa Central	70
27	Ahwatukee Foothills	78
28	Maricopa Co. W	51
29	Lake Havasu City	8
30	Mesa S	73
31	Apache Junction	92

Exhibit F

Narrative

The purpose of this application is to receive a Conditional Use Permit (CUP) to operate a Medical Marijuana Dispensary in a single suite within a fully occupied Free Standing Pad Building. The proposed suite is 1,580 gross square feet and located in the Peoria Crossings Planned Area Development zoning district. The entire pad building is 7,900 gross square feet and there are currently four other tenants operating in the adjacent suites. Current tenants within the PAD Building from south to north are Streets of New York Pizza Restaurant, State Farm Insurance Company, Tuxedo Shop, our proposed suite, and Twisted Cultures Yogurt Shop. Major tenants within Peoria Crossing Shopping Center include Kohl's Target, Petco, and Michaels.

[See Exhibit A - Adjacent Properties Map]

There will be no improvements needed for the exterior of the building as it already complies with the City's standards. The inside of our proposed suite will need tenant improvements before operational. With those tenant improvements will come high security measures, proper ventilation and air filtration, and design standards that are compatible with adjacent uses and adopted building codes.

[See Exhibit B - Floor Plans and Plot Plans]

The site is located in a high traffic shopping center on the northwest corner of Northern Ave. and 91st Ave. There are several national retailors within this shopping center. The nearest residentially zoned property is to the southeast (Maricopa County RU-43) and is over 500 feet away. The two nearest schools are both over 1,000 feet away and there are no Bars or Taverns in the area. Also, the closest currently operational medical marijuana establishment is nearly 2 miles to the north.

[See Exhibit C - Distance Separation Maps]

Since the proposed facility is in a high traffic retail area, there is plenty of parking and traffic circulation. Preferred entrance for customers is from Northern Ave, however, traffic can enter the shopping center from either Northern Ave or 91st Ave. The hours of operations will be seven days a week from 8AM to 9PM. It is expected that a minimum of three employees will be on site at a time to assist patients, while in the future; up to 10 employees may be on the premises depending on patient demand. With maximum staffing, up to five patients could be served at any one time. We expect to see about 100 customers per day with an average shopping

time of 15 minutes. At maximum capacity, up to 10 patients may be in the medicine dispensing area at one time and 30 persons within the lobby waiting area. We do not expect to ever come close to our capacity limits and no outdoor loitering will be permitted. We will also have about 3-4 inventory deliveries per week. The deliveries are unnoticeable, as they do not include large commercial vehicles. There are plenty of parking spaces; 88 registered parking spaces for the lot. [See Exhibit D - Parking Map]

The dispensary will offer medical marijuana, including natural form marijuana, edibles, concentrates/oils, and tinctures to state licensed patients. The business may sell additional related products in order to meet the needs of its patients, however, the sale of all products will be fully in accordance with AZDHS regulations and Arizona Law. Patients will not have direct access to the dispensing room upon entering the establishment. Once the patient has been verified through the AZDHS Online System, they will be admitted to the controlled access dispensary room. One patient for every Dispensary Agent (employee) will be allowed. Non-cardholders will not be granted access to the dispensing room or be able to purchase items. However, certain situations arise in which individuals without a state licensed patient card need to enter the dispensary. These certain situations consist of, but not limited to, family members of patients who require physical assistance, fire marshal, insurance agents, repair services, electrical services, technical support, etc. Dispensary Agents will require such individuals to provide official identification (i.e. driver's license, passport, etc.). Dispensary Agents will take a colored copy of the identification and write Date / Time of Visit and the reason for their visit. Guest will wear a Visitor's Badge around their neck and the guest logs will be filed and stored as official business documents.

Although no cultivation of marijuana will take place on premise, during inventory days and increase in odor may occur. A large carbon filter will be placed in the Safe Room (where majority of product is stored) near recirculating fans filtering the air for particulates and odor. The ambient air outside of the Safe Room circulating throughout the building will have a closed system air conditioner also filtering the air for particulates and odor while maintaining the building's air temperatures. We have never had odor issues at our current dispensary location. There shall be no emission of dust, fumes, vapors or odors into the environment from the premise.

Marijuana will be stored in locked cases and behind patient counters during business hours. After hours, Marijuana products will be stored in the designated "Safe Room" that is lined

with a heavy duty DEA Cage. The Safe Room and Inventory Cage will have high security entry requirements, self-closing & a self-locking door, panels flush to the floor, heavy-duty hardware, and is only accessible by limited personnel. Marijuana consumption will not be allowed in suite, on site, or in vehicles on the premises. “No Medicating” signs will be posted on site and security personnel will monitor this with a zero tolerance policy. Any waste/expired marijuana will be stored indoors in a secured and locked location inside the Safe Room. The company will recycle all plant material waste by shredding the plant materials into small ½ inch pieces and composting on premises or composting in area landscapes or local farms. Pickup and disposal of waste material will be in accordance with AZDHS rules.

[See Exhibit E - Security Plan for more details]

Exhibit G

Security Management Plan Discussion

- Exterior entry point doors (one in front and one in back) will use commercial grade doors with non-residential locks. Conspicuous cameras will be placed to encourage people to not attempt access.
- The restricted access area doors (back door, dispensing room door, Manager's office door, employee office door, and DEA Cage door) will be locked at all times with a spring loaded hinge to ensure it closes behind persons as they enter or leave the secured area. Access will only be granted with a smart lock system and signage will be displayed on the door indicating that members of the public are not allowed unescorted access.
- No personnel will be allowed past the Lobby Waiting Area without;
    - Checking in as a Patient
    - Signing in as a guest (via companies strict Visitor Policy) and being escorted by company personnel at all times.
    - OR being a registered Dispensary Agent with another state licensed medical marijuana facility and escorted by company personnel at all times.
- A professionally trained Security Guard will be on-premise during all hours of operation. "Security Guard" shall mean licensed and duly bonded security personnel registered pursuant to A.R.S. §32-601.
- Approximately thirteen indoor and outdoor cameras will capture high-resolution video of the premise 24 hours a day. All video footage will be stored for at least 60 days in accordance with local ordinance.
- A third party security company shall monitor the premise alarm system 24 hours a day and have direct communication lines to ownership personnel. Panic Buttons will be strategically placed for employees in case of extreme emergencies. On-Site security guard will also have a direct line of communication with the security system monitoring company.
- During non-business hours, all marijuana products will be in a locked storage area. Product storage will be behind three restricted access doors and protected with a high-security DEA Cage.

- The business entrance and all window areas shall be illuminated during evening hours and shall comply with the City's lighting standards regarding fixture type, wattage, illuminating levels, shielding, etc.
- Transportation security measures will consist of discreet packaging for all products and the products will not be openly visible to the public. On-site security personnel will escort all delivery people to and from their vehicles. All transporting vehicles must not have any advertising and/or marijuana related images associated with it (pursuant of AZDHS regulations). Transport vehicle will travel directly between destinations without making any unnecessary stops and a printed Trip Manifest will be onboard with the transporter at all time.

[See Dispensary Security Plan Layout on next page for more details]

- Dispensary Security Plan

9240 W. Northern Ave. Suite 103A, Peoria, AZ 85345

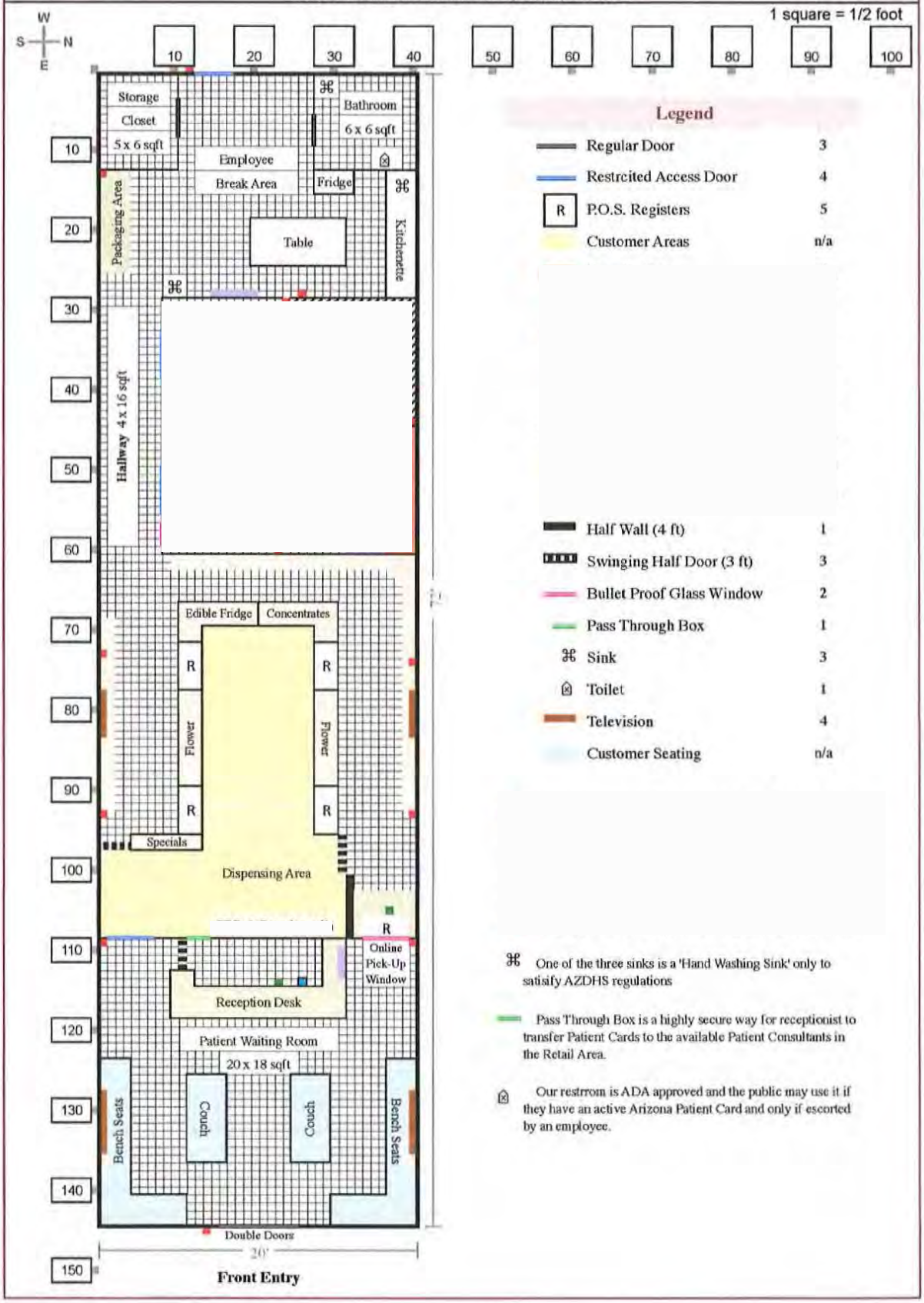
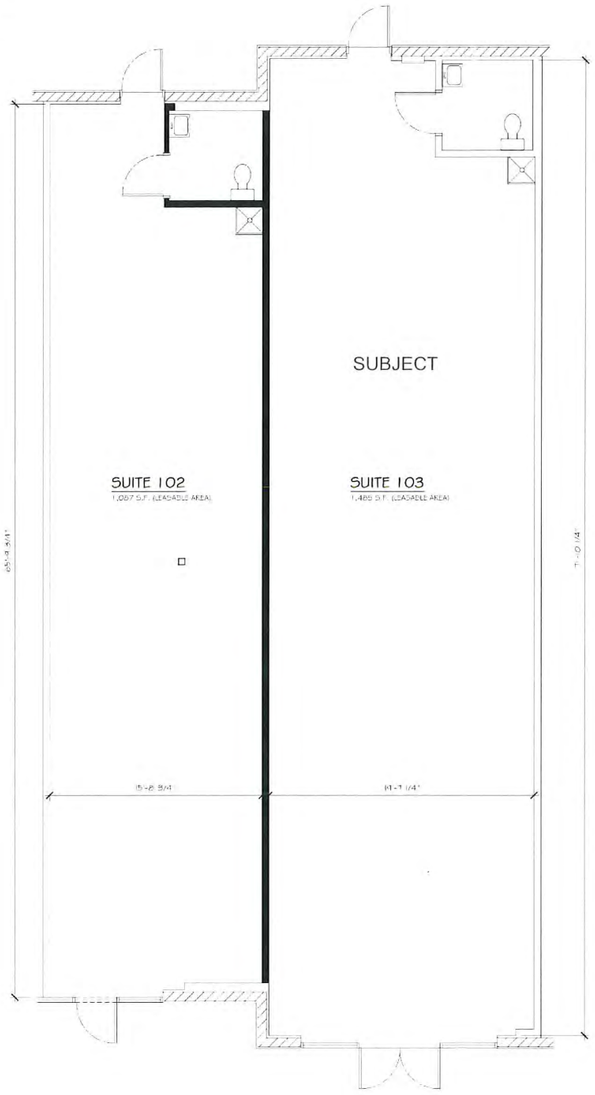


Exhibit I

Exhibit B.1

Floor Plan Shell



PROPOSED FLOOR PLAN

3/32"=1'0

1 Proposed Floor Plan
Scale 1/4"=1'

RECEIVED
JUL 2016
Cu16-0015
1st

level3 design group
interior design purchasing construction
610 s main street suite 213
los angeles, ca 90014
O| 213.300.6325

CONSULTANTS:

level 3 design group
610 s main street suite 213 los angeles ca 90014 O| 213.769.4035 F| 866.431.5667

PROJECT:

Peoria Crossings®
Peoria, AZ

Peoria Crossings
9240 W. Northern Ave.
Suite 103A
Peoria, Arizona 85345

DRAWN: RZ
CHECKED:
DATE: 12 July 2016
SCALE
SHEET TITLE:

Exhibit B.1

SHEET NO.:

ID.01

Exhibit K

Distance Separation Maps

500-feet from Residentially Zoned Property

- About 620 feet from a residentially zoned property to the southeast. Maricopa County jurisdiction and is zoned RU-43.



1,000 feet from property line of Day Care, Schools, etc.

- Nearest school is Raymond S. Kellis High School. It is approximately 1,700 square feet to the southwest.



1,000 feet from Retail Liquor, Taver/Bar, Adult Use, etc.

- There are none in the remote area. The nearest one is over one mile away.

2,640 feet from another Medical Marijuana Dispensary

- Nearest operating Medical Marijuana Dispensary is Arizona Natural Selections and it is about 2 miles directly north.

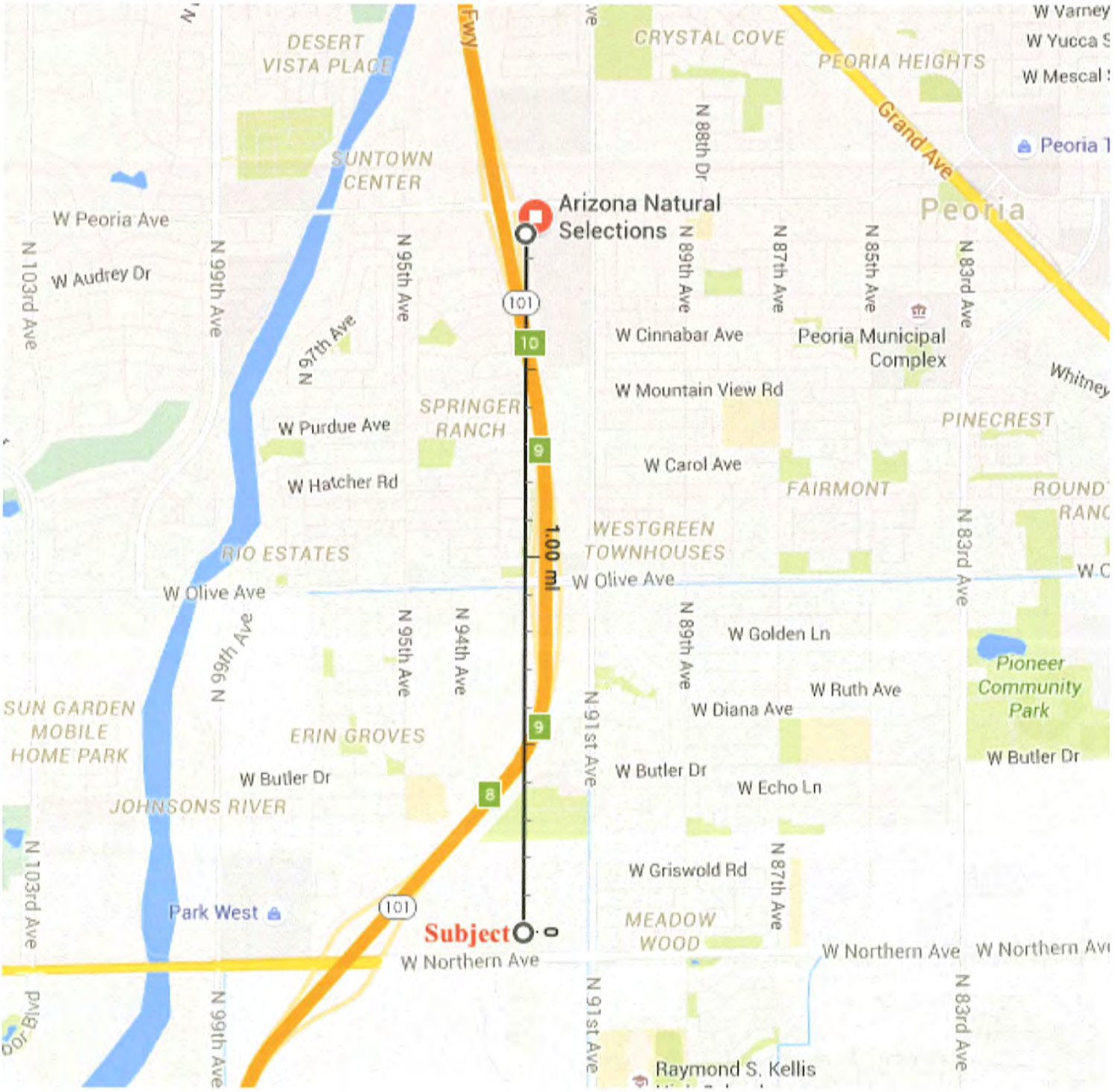


Exhibit L

List of Businesses Within 1,000 Feet

1. AutoZone
8050 N 91st Ave
Peoria, AZ 85345

2. Leslie's Pool Suplies
9184 W Northern Ave
Glendale, AZ 85305

3. Verizon
9184 W Northern Ave #101
Glendale, AZ 85305

4. TNT Car Wash & Quick Lube
9130 W Northern Ave
Glendale, AZ 85305

5. Shell Gas Station
9060 W. Northern Avenue
Glendale, AZ 85305

6. Chevron Gas Station
9031 W. Northern Avenue
Glendale, AZ 85305

7. Panda Express
9230 W Northern Ave
Peoria, AZ 85345

8. Twisted Cultures Yogurt Shop
9240 W Northern Ave
Glendale, AZ 85305

9. Bank of America
9260 W Northern Ave
Glendale, AZ 85345

10. Game Stop
9284 W Northern Ave STE 102
Glendale, AZ 85305

11. Kohl's South Peoria
9220 W Northern Ave
Glendale, AZ 8530

12. Ulta Beauty
9280 W Northern Ave
Glendale, AZ 85305

13. Catherines
9282 W Northern Ave
Glendale, AZ 85305

14. OfficeMax
9320 W Northern Ave #140
Peoria, AZ 85305

15. Carter's
9320 W Northern Ave #120
Glendale, AZ 85305

16. Styles For Less
9320 W Northern Ave
Peoria, AZ 85345

17. Target
9350 W Northern Ave
Glendale, AZ 85305

18. CVS Pharmacy
9350 W Northern Ave
Glendale, AZ 85305

19. Anna's Linens
9420 W. Northern Ave, #103
Glendale, AZ 85305

20. DressBarn
9420 W. Northern Ave,
Glendale, AZ 85305

21. Payless Shoe Source
9440 W. Northern Ave,
Glendale, AZ 85305

22. Hollywood Beauty Eyebrow Threading
9440 W Northern Ave #102
Glendale, AZ 85305

23. Sally Beauty Supply
9440 W Northern Ave #101
Glendale, AZ 85305

24. Famous Footwear
9450 W Northern Ave
Glendale, AZ 85305

25. Ross Dress for Less
9460 W Northern Ave
Glendale, AZ 85305

26. Michaels
9470 W Northern Ave
Glendale, AZ 85305

27. Petco Animal Supplies
9480 W Northern Ave
Glendale, AZ 85305

28. Just Brakes #71
9492 W Northern Ave
Peoria, AZ 85345

29. Village Inn
9490 W Northern Ave
Glendale, AZ 85305

30. Long John Silver's
9380 W Northern Ave
Glendale, AZ 85305

31. Carl's Jr.
9360 W Northern Ave
Peoria, AZ 85345

32. Wienerschnitzel
9370 W Northern Ave
Glendale, AZ 85305

33. Applebee's
9330 W Northern Ave
Glendale, AZ 85305

34. Streets of New York
9240 W Northern Ave #101
Glendale, AZ 85305

35. Mattress Firm
9284 W Northern Ave
Peoria, AZ 85345

36. T-Mobile Glendale
9284 W Northern Ave Suite 105
Glendale, AZ 85305

37. Julie Nail & Spa
9230 W Northern Ave # 102
Glendale, AZ 85305

38. Quiznos
9230 W Northern Ave #107
Glendale, AZ 85305

39. State Farm Insurance Agency
9240 W Northern Ave Ste 102
Glendale, AZ 85305

40. Supercuts
9230 W Northern Ave # 108
Glendale, AZ 85305

41. Bright Now! Dental
9230 W Northern Ave #106
Glendale, AZ 85305

42. Integrity Tax and Accounting
9230 W Northern Ave #103
Glendale, AZ 85305

43. Celebrity Tux and Tails
9240 W Northern Ave #103A,
Glendale, AZ 85305

44. Great Clips
9284 W Northern Ave #103
Glendale, AZ 85305

45. 2 B Wireless
9284 W Northern Ave # 105
Glendale, AZ 85305

46. MORAN JOSE R
[redacted] W ROYAL PALM RD.
PEORIA, AZ 85345

47. THIGPEN DANIEL
[redacted] W HARMONT DR.
PEORIA, AZ 85345

48. GARCIA ANNA G
[redacted] W HARMONT DR.
PEORIA, AZ 85345

49. ICIC PROPERTY INVESTMENT LLC
[redacted] W HARMONT DR.
PEORIA, AZ 85345

50. KOTHE CATHY J
[redacted] W HARMONT DR.
PEORIA, AZ 85345

51. VALDEZ STEVE/MARY
[redacted] W HARMONT DR.
PEORIA, AZ 85345

Exhibit M

From: Susan Woosnam
To: Randy Proch
Subject: CU16-0015 - Saguaro Sky Medical Marijuana Dispensary
Date: Monday, August 29, 2016 11:42:21 AM

To Randy Proch
Planning and Community Development

Re: CU16-0015 – Saguaro Sky Medical Marijuana Dispensary

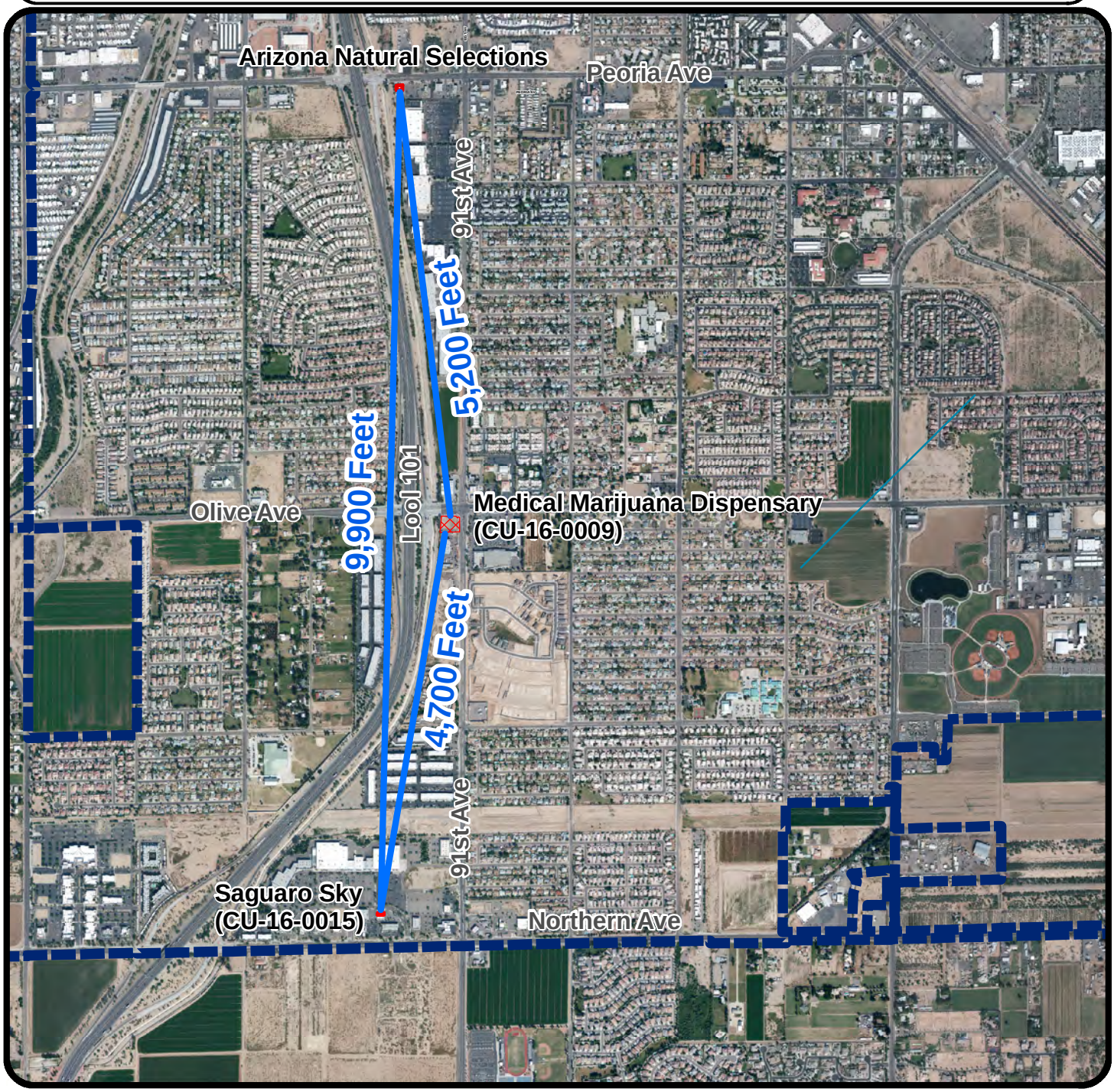
As a property owner in the required notification area I am responding to the Notice of Application for a Medical Marijuana Dispensary.

We are completely against this type of use of property at this location. This is a highly developed retail site with Target, Kohl's, LA Fitness, Auto Zone, GameStop, etc. and with various family style restaurants in the immediate area. We do not feel that this type of business should be in this location.

We are responding with an emphatic "NO" to a medical marijuana dispensary at 9240 W. Northern Avenue, Suite 103A.

John B. Urbahns
Urbahns Companies, Inc.
7914 North Shadeland Avenue
Suite 200
Indianapolis, Indiana 46250
[redacted]
317.595.8600 x4 (o)
317.595.8610 (f)
[redacted]
[redacted]

CU16-0015: Saguaro Sky Medical Marijuana Dispensary Separation (Existing and Proposed)



CU16-0015: Saguaro Sky Medical Marijuana Dispensary

Appellant: Garthia Dunbar

Request: Conditional Use Permit Appeal Request

Location: The northwest corner of 91st Avenue and Northern Avenue.

Exhibit 3

N

Not to Scale

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 22R.

Date Prepared: 11/8/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

THROUGH: Julie Ayers, Deputy City Manager

FROM: Katie Gregory, Management and Budget Director

SUBJECT: Transition of Temporary Water Rates Pertaining to New River Utility Company Acquisition

Purpose:

This is a request for the City Council to transition the temporary water rates established for customers previously served by the New River Utility Company. Staff recommends that the Mayor and Council adopt a Resolution establishing an end date for those temporary water rates as of December 31, 2016.

Background/Summary:

A foundational premise in the Council's acquisition of the New River Utility Company was that the purchase of the NRUC would not result in an increase to City water rates for customers outside of the NRUC service area. As such, in August of 2015, as part of the City's acquisition of the New River Utility Company (NRUC), the city council approved a temporary continuation of the NRUC water rates pending a transition to City water rates in January 2017. The City purchased the NRUC and assumed full operation of the system on November 6, 2015. The NRUC water rates were expected to remain in place for approximately 15 months to avoid an immediate cost increase to customers and to establish a transition period to the city's water rates. During the transition period the water costs and tax-related assessment costs would remain nearly equivalent to those total costs experienced before the city's acquisition of the NRUC.

During the 12 months following the NRUC acquisition, the City has initiated and completed a number of system improvements funded through a loan with the Water Infrastructure Financing Authority (WIFA). These improvements included:

- Planning, designing and constructing two new system inter-connections connecting the previously-separate New River System to the City's water system. These connections allowed stable water operating pressures throughout the New River System, which previously had experienced significant water pressure issues.
- Converting one existing temporary emergency interconnection to a permanent interconnection.
- Modifying pressure set-points at well and pumping facilities to improve system operating

pressure. Evaluating, designing and implementing repairs and improvements to the system's two primary operating wells and one storage tank to bring them up to City standards.

- Acquiring and completing the replacement of approximately 2,900 customer water meters. The new water meters are consistent with the reading technology in use throughout the City system. This change reduced the effort and cost of manually reading the New River system's meters. The system is now fully incorporated into the City's meter reading and billing processes.
- Evaluating and designing a number of repairs and improvements to New River well sites, storage tanks and treatment systems to ensure they are fully operational and reliable. This process will continue for a period of several years.
- Began negotiations with the Central Arizona Groundwater Replenishment District to acquire New River's Central Arizona Project water allocation to ensure that the City is not required to seek additional surface water supplies at higher costs.

Recently, New River customers received property tax statements from Maricopa County that included varying assessments from the Central Arizona Groundwater Replenishment District for water usage in calendar year 2015. Staff anticipated that a typical residential customer would see tax assessments in the $230-240 range which, coupled with the city's water rates, would approximate the total annual costs prior to the city acquiring the company. Based on the actual property tax rolls, approximately 84% of the customers experienced assessments totaling $16.50/yr, 10% experienced median assessments ranging from $75-$135, and the remaining 6% experienced median assessments of approximately $300. Staff are seeking the Council's approval to apply bill credits to these customers to offset the additional tax amounts. Council's action on this recommendation will not impact or change the adopted water rates and fees for FY2017 currently in effect for existing Peoria customers.

Should the Council vote to transition the temporary rates to current City rates, the City will be providing a number of communications to New River water customers to inform them of the rates that will become effective on January 1, 2017.

Previous Actions:

A public outreach meeting was conducted on May 28, 2014 with residents served by the New River Utility Company to determine the level of interest in a potential City acquisition.

A study session was conducted on October 21, 2014 to present findings of the public outreach/civic engagement process and customer survey regarding the potential acquisition of NRUC.

Executive Sessions were held on April 7, 2015; April 21, 2015; and May 19, 2015 to update Council on progress and status of efforts regarding the potential acquisition of the NRUC.

On July 7, 2015, at the regular Council Meeting, Council approved a draft Agreement, contingent upon the successful completion of further procedural items, to acquire the New River Utility Company for the amount equal to $10,000,000. Council also adopted a Notice of Intention to establish water rates and established August 26, 2015 as the date of a public hearing to consider

adoption of these rates.

On August 26, 2015 at a public hearing, the City Council voted to adopt rates specific to customers of the New River Utility Company that became effective October 1, 2015.

On October 6, 2015 at the regular Council Meeting, Council approved a Resolution approving the authorization of a loan with the Water Infrastructure Financing Authority (WIFA) in the amount of $14,000,000 to fund the acquisition of, and related system improvements to, the New River Utility Company.

Options:

A: That the Mayor and Council adopt a Resolution transitioning the current New River Utility water rates to the existing City rates effective January 1, 2017 and authorizing the Finance Director to apply bill credits to offset CAGRD tax bills in an equitable manner.

B: That the Mayor and Council elect to not transition the current New River Utility water rates to the existing City rates.

Staff Recommendation:

Discussion and possible action to approve **RES. 2016-128** to transition current New River Utility System water rates and fees to the current City water rates effective December 31, 2016.

Fiscal Analysis:

With the transition of the water rates, in FY 2017 customers previously served by the New River system will pay six months under the temporary rates and six months under the current City rates. Under this plan, revenue from these customers is anticipated to increase by approximately $1.0 million to $2.0 million in FY 2017. The revenue will increase $0.4 million to $2.4 million when the customers are paying prevailing City rates for a full year in FY 2018.

Staff included the transition to the city water rates, and the increased annual revenues, when analyzing the acquisition of the NRUC and its impact on the city's overall Water Fund. The New River system's operations are expected to be financially self-sufficient under the City's operations, rate and operating cost assumptions and are not anticipated to or negatively impact the City's water rate-payers.

ATTACHMENTS:

2016-11-22 New River Water Rate Termination Resolution

Contact Name and Number:

Katie Gregory, Management & Budget Director, 623-773-7364
Mike Weber, Deputy Director, Public Works-Utilities, 623-773-7181

RESOLUTION NO. 2016-128

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING CERTAIN ADJUSTMENTS TO THE RATES IMPOSED FOR USE OF THE PUBLIC WATER TREATMENT SYSTEM; SYSTEM RATE COMPONENTS; SERVICE CHARGES AND FEES FOR USE OF THE MUNICIPAL WATER UTILITY SYSTEM AND REVISING A SCHEDULE OF CHARGES FOR THE USE OF THE MUNICIPAL WATER SYSTEM AND ALL SUCH ADJUSTMENTS TO BECOME EFFECTIVE AS PROVIDED HEREIN AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

The Mayor and Council of the City of Peoria, Arizona, find and determine as follows:

1. The City incorporated the water users of the New River Utility Company on November 6, 2015; and

2. The City agreed to maintain the water user rates and charges of the New River Utility Company until a date specific, at which time, the City would implement existing City water rates and charges; and

3. The City adopted existing water rates and charges pursuant to A.R.S. §9-511.01; and

4. The City will implement the existing schedule of water rates and charges for the water users of the former New River Utility Company service area.

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

Section 1. Effective January 1, 2017 monthly water user charges, rate components, service charges and fees provided in the attached schedule (Exhibit A), and applicable to

the water users of the former New River Utility Company, shall no longer be valid.

Section 2. That the Chief Financial Officer is hereby authorized to implement the current water user charges, rate components and fees in the existing City code on the water users of the former New River Utility Company.

Section 3. That all other rates presently being charged are hereby affirmed and will remain in effect until changed by the City Council.

Section 4. This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED BY the Mayor and Council of the City of Peoria, Arizona this 22nd day of November, 2016.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Steve Burg, City Attorney

EXHIBIT A
CHAPTER 2 – ADMINISTRATION
TABLE 2-224
UTILITIES DEPARTMENT
WATER RATE SUMMARY SCHEDULE

- **ALL USERS** -	**Consumption Range**	**Meter Size**	**Effective 10/1/2015**	**Effective 12/31/2016**
(Applicable to accounts receiving Water service from the New River Utility Company prior to the Effective Date)				
Base Charge:		5/8" – 3/4"	~~$ 9.00~~	$ 0.00
Volume Charges per 1,000 gallons:	1,000 – 4,000	5/8" – 3/4"	~~$ 0.95~~	$ 0.00
	5,000 – 10,000	5/8" – 3/4"	~~$ 1.90~~	$ 0.00
	10,000+	5/8" – 3/4"	~~$ 2.63~~	$ 0.00
Base Charge:		1"	~~$ 22.50~~	$ 0.00
Volume Charges per 1,000 gallons:	1,000 – 4,000	1"	~~$ 1.90~~	$ 0.00
	20,000+	1"	~~$ 2.63~~	$ 0.00
Base Charge:		1 1/2"	~~$ 45.50~~	$ 0.00
Volume Charges per 1,000 gallons:	1,000 – 4,000	1 1/2"	~~$ 1.90~~	$ 0.00
	20,000+	1 1/2"	~~$ 2.63~~	$ 0.00
Base Charge:		2"	~~$ 72.50~~	$ 0.00
Volume Charges per 1,000 gallons:	1,000 – 65,000	2"	~~$ 1.90~~	$ 0.00
	65,000+	2"	~~$ 2.63~~	$ 0.00
Base Charge:		3"	~~$144.50~~	$ 0.00
Volume Charges per 1,000 gallons:	1,000 – 65,000	3"	~~$ 1.90~~	$ 0.00
	65,000+	3"	~~$ 2.63~~	$ 0.00
Base Charge:		4"	~~$228.50~~	$ 0.00
Volume Charges per 1,000 gallons:	1,000 – 65,000	4"	~~$ 1.90~~	$ 0.00
	65,000+	4"	~~$ 2.63~~	$ 0.00
Base Charge:		6"	~~$450.50~~	$ 0.00
Volume Charges per 1,000 gallons:	1,000 – 65,000	6"	~~$ 1.90~~	$ 0.00
	65,000+	6"	~~$ 2.63~~	$ 0.00
Base Charge:		8"	~~$750.50~~	$ 0.00
Volume Charges per 1,000 gallons:	1,000 – 65,000	8"	~~$ 1.90~~	$ 0.00
	65,000+	8"	~~$ 2.63~~	$ 0.00

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 23C.

Date Prepared: 11/9/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, District Manager

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

FROM: Rhonda Geriminsky, District Clerk

SUBJECT: Minutes

Staff Recommendation:

Discussion and possible action to approve the June 7, 2016 VWCFD Meeting minutes.

ATTACHMENTS:

June 7 Meeting minutes

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

MINUTES OF THE VISTANCIA WEST COMMUNITY FACILITIES DISTRICT BOARD
CITY OF PEORIA, ARIZONA
COUNCIL CHAMBER
June 7, 2016

The Vistancia West Community Facilities District Board met in open and public session at 8401 West Monroe Street immediately following the conclusion of the new business of the Peoria City Council.

Members Present: Board Chairperson Cathy Carlat; Vice Chairperson Bridget Binsbacher; Board Members Jon Edwards, Michael Finn, Vicki Hunt, Carlo Leone and Bill Patena.

Members Absent: None.

Other Municipal Officials Present: Carl Swenson, District Manager; Julie Ayers, Deputy District Manager; Susan Daluddung, Deputy District Manager; Steve Burg, Acting District Counsel; Rhonda Geriminsky, District Clerk; Thomas Adkins, Intergovernmental Affairs Director; Andy Granger, Development and Engineering Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Stuart Kent, Public Works Director; Brent Mattingly, Chief Financial Officer; Roy Minter, Police Chief; Bobby Ruiz, Fire Chief; Jennifer Stein, Interim Public Information Director; Dawn Prince, Assistant to the District Manager; and Linda Blas, Deputy District Clerk.

Audience: Approximately 30 members of the public were present.

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

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

Chairperson Carlat asked if any Board Member wished to have an item removed from the Consent Agenda. Having no requests from the Board, motion was made by Board Member Finn, seconded by Board Member Patena, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

CONSENT – New Business:

Clerk's Note: The agenda item numbers shown below reflect the items as they were numbered on the agenda.

27 C. **Minutes**

Approved the May 17, 2016 Special Meeting minutes.

REGULAR AGENDA

New Business:

28 R. **PUBLIC HEARING - District Budget and Tax Levy for Fiscal Year 2017**

Staff Report:

Brent Mattingly, Chief Financial Officer, provided an overview of the Vistancia West Community Facilities District Budget and Tax Levy for Fiscal Year 2017. Mr. Mattingly reported that the Fiscal Year 2017 Final Budget is $6.6 million and maintains the current tax rate for the District of $2.10 per $100 of limited assessed value for debt service.

Public Hearing:

Chairperson Carlat opened the Public Hearing and asked if any Board Member of citizen wished to comment on the District Budget and Tax Levy for Fiscal Year 2017.

Having no requests from those present to address this item, Chairperson Carlat declared the Public Hearing closed.

Board Action:

No Board action required.

29 R. **Final District Budget and Tax Levy Estimates for Fiscal Year 2017**

Motion was made by Vice Chairperson Binsbacher, seconded by Board Member Hunt, to adopt **RES. VWCFD 2016-03** approving the final budget and tax levy estimates for Fiscal Year 2017 for the Vistancia West Community Facilities District; ordering that an Ad Valorem Tax be levied and assessed on the assessed value of all property within the District; and providing for certified copies of this Resolution to be delivered to the appropriate agencies.

Upon vote, the motion carried unanimously 7 to 0.

30 R. **PUBLIC HEARING - Amended and Restated Feasibility Report, Vistancia West Community Facilities District General Obligations Bonds, Series 2016**

Staff Report:

Brent Mattingly, Chief Financial Officer, explained that State Statute requires a public hearing be held on the Feasibility Report for the Vistancia West Community Facilities District prior to issuing General Obligation Bonds.

Mr. Mattingly reported that the report provides a description of public infrastructure projects, a map outlining the general location of the infrastructure, estimated costs and schedule for completion and the plan for financing the public infrastructure.

Public Hearing:

Chairperson Carlat opened the Public Hearing and asked if any Board Member or citizen wished to comment on the Feasibility Report for the Vistancia West Community Facilities District as required by Arizona State Statute.

In response to a question from the Board, Mr. Mattingly advised that the completion dates for the public infrastructure range from June 2016 to March 2018.

Having no additional requests from those present to address this item, Chairperson Carlat declared the Public Hearing closed.

Board Action:

No Board action required.

31 R. **Sale of Vistancia West Community Facilities District General Obligation Bonds, Series 2016**

Brent Mattingly, Chief Financial Officer, provided a brief overview on the proposed sale of Vistancia West Community Facilities District General Obligation Bonds, Series 2016.

Motion was made by Board Member Finn, seconded by Board Member Patena, to adopt **RES. VWCFD 2016-02** approving a Feasibility Report with regard to projects and resolving intent therefore; authorizing the sale and issuance of not-to-exceed $3,000,000 aggregate principal amount of General Obligation Bonds of the District, Series 2016; prescribing certain terms and conditions of such bonds; approving a First Amendment to the District Development, Financing Participation, and Intergovernmental Agreement; Standby Contribution Agreement, a Depository Agreement, an Indenture of Trust and Security Agreement, a Purchase Contract, a Continuing Disclosure Undertaking, and certain other documents relating to the bonds; awarding such bonds to the purchaser thereof; delegating the determination of certain terms of such bonds and matters related thereto to the District Chief Financial Officer; ratifying the form and distribution of a Final Limited Offering Memorandum; and authorizing the subsequent levying of an ad valorem property tax with respect to such bonds.

Upon vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

None.

_____
Cathy Carlat, Board Chairperson

ATTEST:

_____
Rhonda Geriminsky, District Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Special Meeting of the Vistancia West Community Facilities District held on the 7th day of June, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 22nd day of November, 2016.

(Seal)

_____
Rhonda Geriminsky, District Clerk

CITY OF PEORIA, ARIZONA
VISTANCIA WEST COMMUNITY FACILITIES
DISTRICT COMMUNICATION

Agenda Item: 24C.

Date Prepared: 11/3/2016

Council Meeting Date: 11/22/2016

TO: Carl Swenson, District Manager

THROUGH: Julie Ayers, Deputy District Manager

FROM: Sonia Andrews, Finance Manager

SUBJECT: Investment Report, Quarter Ending September 30, 2016

Purpose:

This is a request for the Board to review and accept the Investment Report for the quarter ended September 30, 2016.

Background/Summary:

Effective cash management includes investment of available or idle funds. The City of Peoria invests all available funds of the Vistancia and Vistancia West CFD, 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, District bond documents and Arizona Revised Statues Title 35-321 through 35-329. The primary objective of the District's investments, in order of priority, is:

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

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

3. 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 District'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 AA or better, Money Market Funds and the Arizona State Investment Pool. Investment in stocks, mutual funds, hedge funds, real estate, foreign investments or other risky or alternative investments are strictly prohibited.

The Investment Policy imposes a 3 year maximum weighted average maturity on the overall investment portfolio with specific maximum maturities for each type of investment.

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

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

Previous Actions:

There are no previous actions for this item.

Options:

The Board may select the following options:

A: Accept the Quarterly Investment Report as presented
B: Not accept the Quarterly Investment Report and request additional information from staff

Staff Recommendation:

Discussion and possible action to review and accept the Investment Report as presented.

Fiscal Analysis:

There are no fiscal impacts.

Narrative:

At 9/30/16, all of the Vistancia West CFD investments were held in money market funds in anticipation of draw downs. As such the investments are temporarily not in compliance with the investment policy allocation percentages. Book value of investments at 9/30/16 was $303,868 and investment income for the quarter (7/1/16 to 9/30/16) totaled $510.

The portfolio's weighted average yield to maturity was 0.285% for the quarter ended 9/30/16.

The attached Investment Report prepared by FirstSouthwest includes the following detail information on the District's investments:

Contents of Investment Report

1. Snapshot of investment portfolio
2. Benchmark comparisons
3. Investment policy compliance and investment income
4. National economic trends

ATTACHMENTS:

Investment Report

Contact Name and Number:

Sonia Andrews, (623)773-5206

FirstSouthwest AssetManagement
A Hilltop Holdings Company

Investment Portfolio Summary

City of Peoria

Vistancia

For the Quarter Ended

September 30, 2016

Prepared by
FirstSouthwest Asset Management

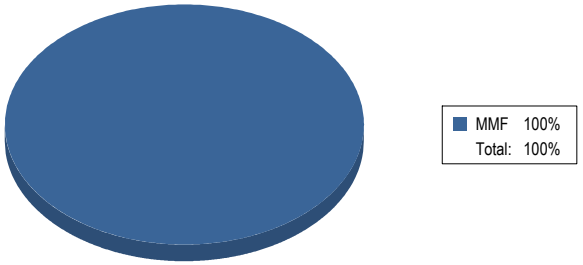
FirstSouthwest AssetManagement
A Hilltop Holdings Company.

City of Peoria
Executive Summary
As of 09/30/16

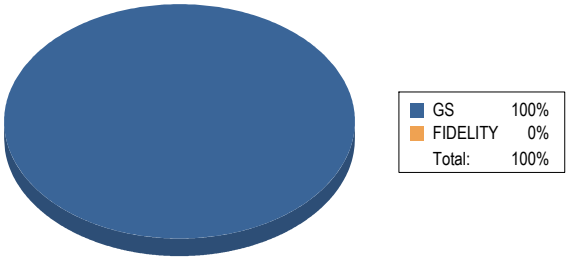
Account Summary

	Beginning Values as of 06/30/16	Ending Values as of 09/30/16
Par Value	1,261,638.70	303,868.10
Market Value	1,261,638.70	303,868.10
Book Value	1,261,638.70	303,868.10
Unrealized Gain /(Loss)	0.00	0.00
Market Value %	**100.00%**	**100.00%**
Weighted Avg. YTW	0.010%	0.285%
Weighted Avg. YTM	0.010%	0.285%

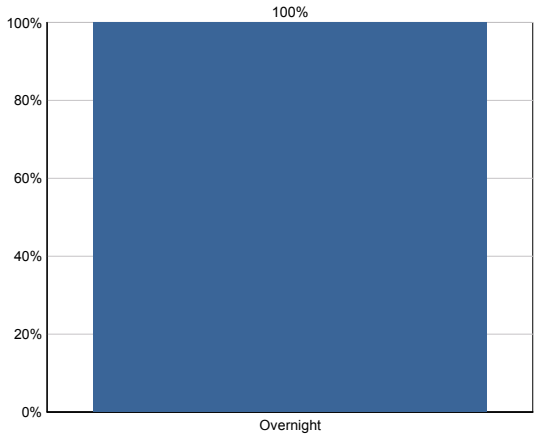
Allocation by Security Type



Allocation by Issuer

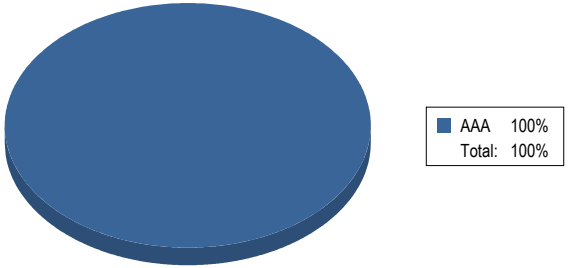


Maturity Distribution %



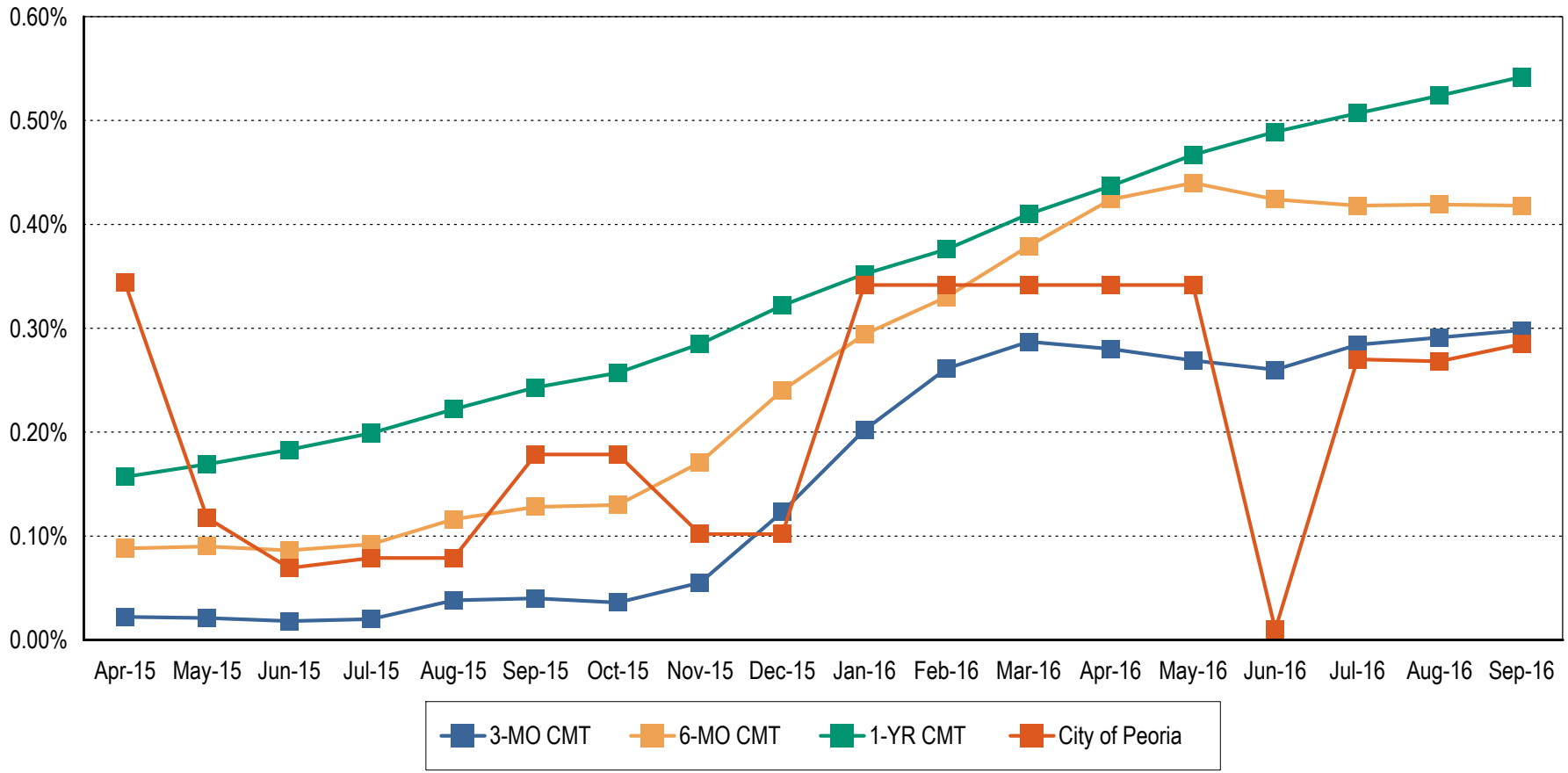
Weighted Average Days to Maturity: 0

Credit Quality



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City of Peoria
Benchmark Comparison
As of 09/30/2016



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

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City of Peoria - Vistancia
Investment Policy Compliance and Investment Income
As of September 30, 2016

Investment Type Allocation:	Book Value	Percent	Policy Maximum	Pass / Fail?
Money Market Funds	303,868.10	100.00%	35.00%	Fail*
Agencies	-	0.00%	80.00%	Pass
Commercial Paper	-	0.00%	35.00%	Pass
U.S. Treasury	-	0.00%	80.00%	Pass
	303,868.10	**100.00%**		

Maturity Breakdown:	Book Value	Percent	Policy Maximum	Pass / Fail?
Less Than 90 Days	303,868.10	100.00%		
90 to 180 Days	-	0.00%		
181 to 365 Days	-	0.00%		
1 to 2 Years	-	0.00%		
2 to 3 Years	-	0.00%		
More Than 3 Years	-	0.00%	20.00%	Pass
	303,868.10	**100.00%**		

Issuer Allocation:	Book Value	Percent	Policy Maximum	Pass / Fail?
Fannie Mae	-	0.00%	40.00%	Pass
Freddie Mac	-	0.00%	40.00%	Pass
FHLB	-	0.00%	40.00%	Pass
Federal Farm Credit	-	0.00%	40.00%	Pass
U.S. Treasury	-	0.00%	80.00%	Pass
GE Capital (FDIC)	-	0.00%	10.00%	Pass
Toyota Motor Credit	-	0.00%	10.00%	Pass
Wells Fargo MMF	-	0.00%	35.00%	Pass
GE Capital Corp	-	0.00%	10.00%	Pass
Goldman Sachs MMF	303,868.10	100.00%	35.00%	Fail
	303,868.10	**100.00%**		

Other Policy Tests:		Pass / Fail?
Policy requires at least 35% of portoflio to mature in less than one year.		
Current Portfolio Maturing in Less Than One Year =	**100.0%**	Pass
Policy sets a maximum weighted average maturity of 1095 days (3 years).		
Current Portfolio Weighted Average Maturity =	**1**	Pass

Investment Income for the Period From 7/1/2016 through 9/30/2016:	
Interest Income	510.11
Realized Gains/Losses	-
Net Investment Income	**510.11**

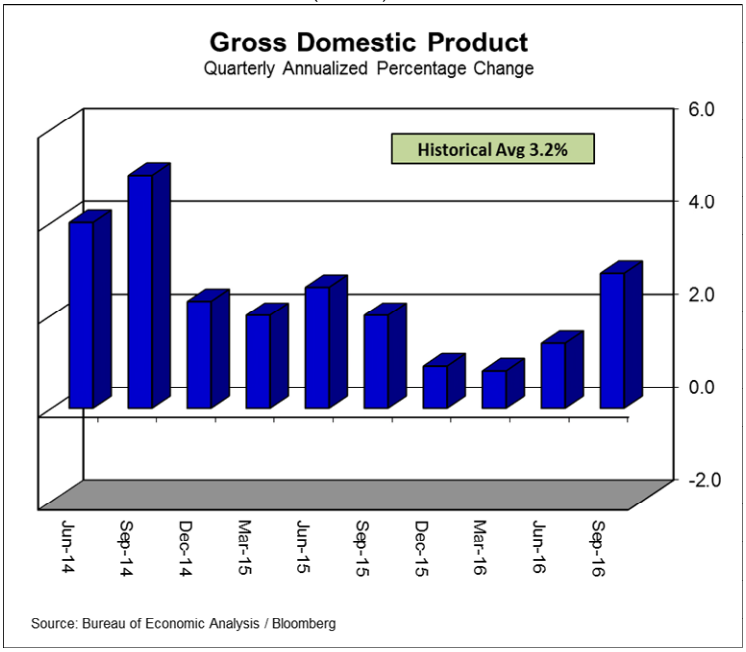
*** Note:** Policy violations due to overconcentration of investments in money market funds is due to imminent funding needs.

National Economic Trends

Period ending September 30, 2016

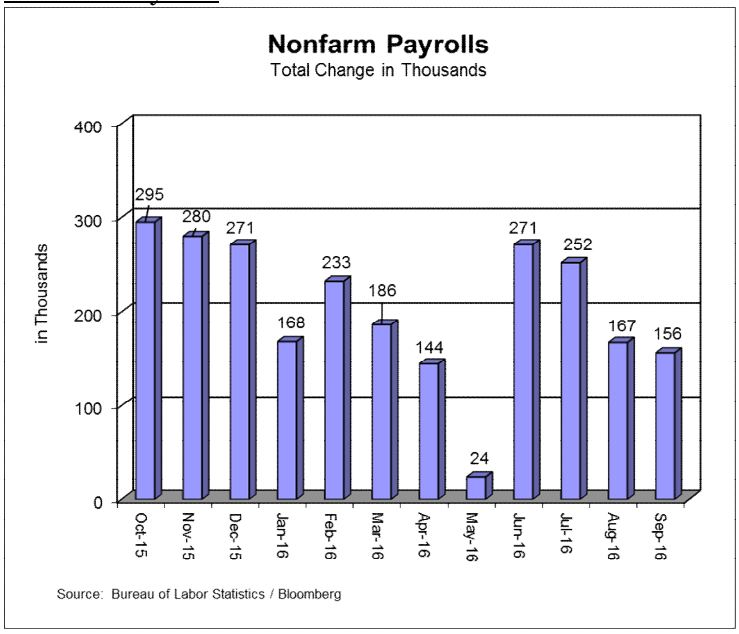
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Gross Domestic Product (GDP)



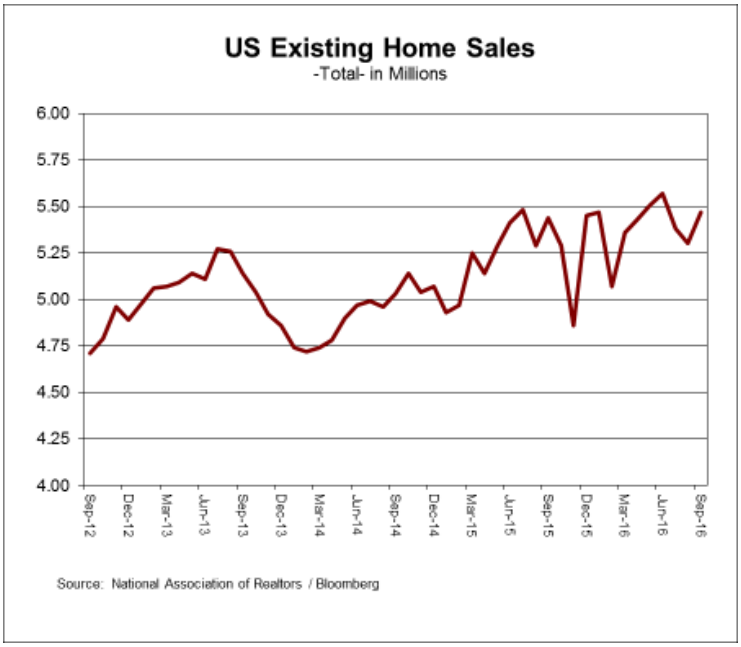
The preliminary look at third quarter gross domestic product (GDP) was strong on the surface, but weak underneath. The +2.9% annualized increase in Q3 GDP was the biggest gain in two years and a sizable improvement from the +1.4% second quarter advance. It also topped the +2.6% median forecast in Bloomberg's survey. Unexpected improvement in the trade picture was a notable contributor. Exports jumped +10% while imports rose a lessor +2.3%, with the net adding +0.8% to GDP. Inventory accumulation made a positive contribution for the first time in five quarters, adding +0.6%. The two factors masked a disturbing drop in consumption which slowed from +4.3 to +2.1%, while final sales, which strip out both inventories and exports, grew an annualized +1.4%, well below the previous quarter's +2.4% gain

Nonfarm Payrolls



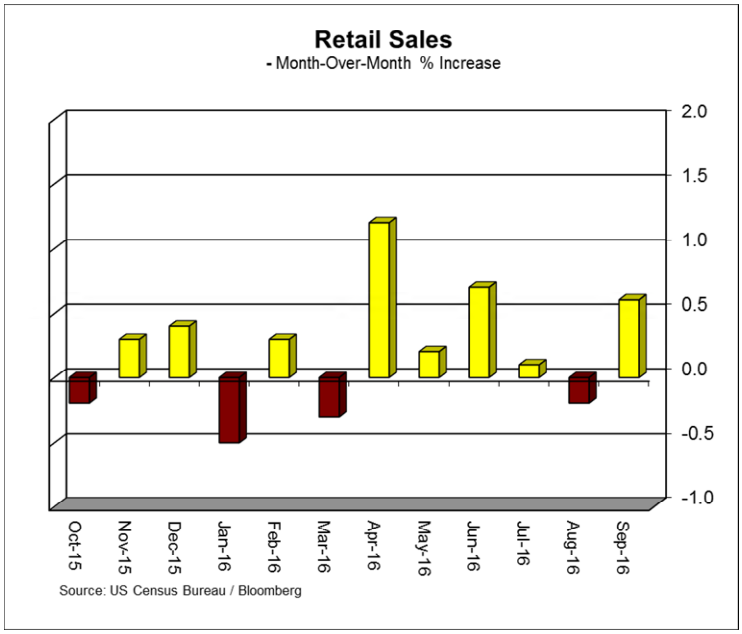
Job creation is the key indicator of Fed policy. Nonfarm payrolls rose by +156k in September after averaging +230k in the previous 3 months. This moderation was probably a deciding factor in the Fed's decision to hold steady at the September FOMC meeting. Also in September, the unemployment rate rose from +4.9% to 5.0% as Americans entering the workforce exceeded the number actually finding work. The labor market participation rate crept up by a tenth to 62.9%, still very near the 40-yr low of 62.4%. Fed officials will have the opportunity to consider both the October and November payroll data before making a decision at the December 13-14 meeting. Although the unemployment rate won't be a deciding factor, average nonfarm payroll growth of +150k or more should be enough to allow a quarter point hike.

Housing



Recent housing data paints a mixed picture, but lean inventory continues to be a big positive factor going forward. Existing home sales unexpectedly rose +3.2% in September to a 5.47 million unit annual pace, within 0.1% of the recovery high point posted in June. The available supply of existing homes fell from 4.6 to 4.5 months - this is very lean considering the brisk pace of sales. The problem in housing is supply, *a good problem to have*. New housing starts plunged -9.0% in September to an 18-month low of 1.047 million units; however, single family starts jumped +8.1% to a 7-month high. It was multifamily starts that did all of the damage to the starts headline, tumbling a massive -38%. Fortunately, multi-family *permits* surged at the same time, suggesting starts should rebound nicely in October.

Retail Sales



Consumer spending slumped in the third quarter despite a solid increase in the last month. Auto sales have fallen from near record levels but are still nearly double the pace experienced during the "cash-for-clunkers" days. Retail sales rose +0.6% in September while August sales were revised upward by 1/10th to -0.2% and the retail sales "control group," used in the GDP calculation, rose by just +0.1%. Unfortunately, whereas growth was hindered early in the recovery by consumer reluctance or inability to borrow, this is no longer the case. Outstanding credit card debt, which dipped below $800 billion in 2012, has come roaring back. According to S&P, revolving credit is fast accelerating and now stands at $969 billion, the highest since April 2009.

The paper was prepared by FirstSouthwest Asset Management, is intended for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product. Information provided in this paper was obtained from sources that are believed to be reliable; however, it is not guaranteed to be correct, complete, or current, and is not intended to imply or establish standards of care applicable to any attorney or advisor in any particular circumstances. The statements within constitute the views of FirstSouthwest Asset Management as of the date of the report and may differ from the views of other divisions/departments of Hilltop Securities. In addition, the views are subject to change without notice. This paper represents historical information only and is not an indication of future performance.

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CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 25.

Date Prepared: 10/18/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

FROM: Rhonda Geriminsky, City Clerk

SUBJECT: Council Calendar

Purpose:

To provide the Mayor and City Council with the City Council Calendar for November and December.

ATTACHMENTS:

November 2016
December 2016

City Council Calendar

Color Key:
City Council

< October	November 2016					December >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
		1 City Council Meeting	2	3	4	5
6	7	8	9	10	11	12
13	14	15 Council Boards and Commissions Subcommittee	16	17	18	19
20	21	22 City Council Meeting	23	24	25	26
27	28	29	30			

City Council Calendar

Color Key:
City Council

< November	December 2016					January >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
				1	2	3
4	5	6 City Council Meeting	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 26.A.

Date Prepared: 10/31/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

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

FROM: Rhonda Geriminsky, City Clerk

SUBJECT: 2017 Council Meeting Calendar

Purpose:

Provided for Council's review and information is the 2017 City Council meeting calendar.

Background/Summary:

Pursuant to Proposition 495, passed by the voters at the August 30, 2016 Primary Election, the Council is no longer required to adopt an annual meeting calendar; therefore, the 2017 Council meeting calendar is being provided for informational purposes only.

Please note that only one meeting will be held in the months of August and December, and no meeting will be held in July.

Council meeting calendar appointments will be sent reflecting this schedule.

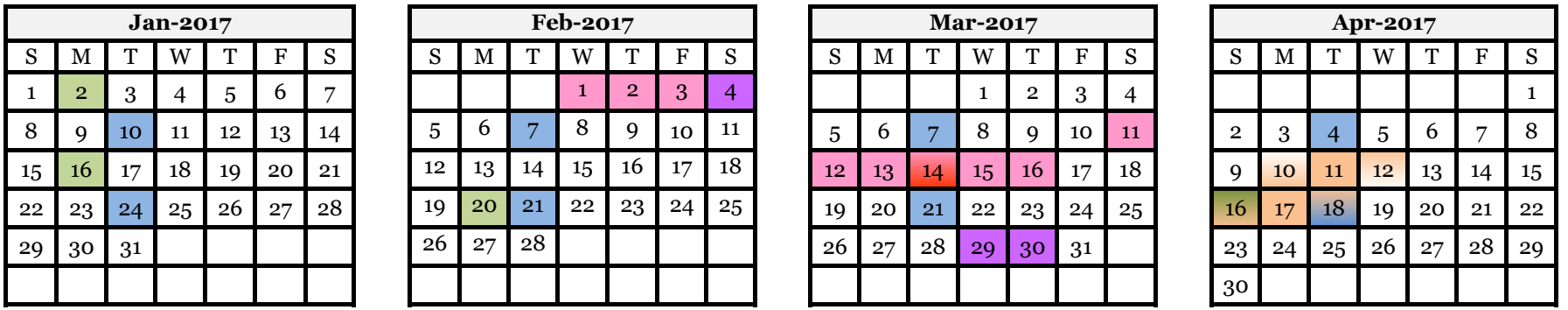
ATTACHMENTS:

2017 Council Calendar

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7341

2017 COUNCIL CALENDAR



Jan-2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Jan 1 - New Year's Day

Jan 16 - Martin Luther King Day

Feb-2017

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Feb 1-3 - ACMA Winter Conference

Feb 20 - Presidents' Day

Feb 4 - Council Workshop

Mar-2017

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March 11-16 - NLC Congress. City Conf.

March 14 - Election Day (If Needed)

March 29 & 30 - Budget Study Sessions

Apr-2017

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Apr 10-12 & 16-18 - Passover

Apr 16 - Easter

May-2017

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May 16 - Election Day (If Needed)

May 29 - Memorial Day

May 30-31 - Shavout

Jun-2017

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June 1 - Shavout

Jul-2017

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July 4 - Independence Day

July 19-21 - ACMA Summer Conference

Aug-2017

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Aug 22-25 - League Annual Conference

Aug 29 - Election Day (If Needed)

Sep-2017

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sept 4 - Labor Day

Sept 21-22, 29-30 - Rosh Hashanah & Yom Kippur

Oct-2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Oct 4 - 6 - Sukkot

Oct 11-13 - Sh'mini Atzeret & Simchat Torah

Oct 22-25 - ICMA Annual Conference

Nov-2017

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Nov 7 - Election Day (If Needed)

Nov 11 - Veterans Day

Nov 15-18 - NLC City Summit Conference

Nov 23 - Thanksgiving Day

Dec-2017

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Dec 25 - Christmas Day

	Council Meeting
	Council Workshops & Budget SS
	Election Day
	Conferences

	City Holidays
	Jewish Holidays

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 26.B.

Date Prepared: 11/1/2016 Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Roy W. Minter, Jr., Chief of Police

SUBJECT: Employee Awards from TASER/Axon and PoliceOne

Background/Summary:

TASER | Axon and PoliceOne honor officers and agencies who have positively impacted their law enforcement peers and profession with exceptional effort, creativity and achievement through the RISE Awards. Nominations are accepted in four categories: Protecting Life, Law Enforcement Leadership, Agency of the Year and Community Impact. in 2016, over 200 nominations were received from the United States and Canada.

The 2016 award for Law Enforcement Leadership was given to City of Peoria Police Department employee Lieutenant Anthony Wolfe. Congratulations and thank you for your commitment and dedication to the citizens of Peoria.

Contact Name and Number:

Roy W. Minter, Jr., Chief of Police, 623-773-7059

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 26.C.

Date Prepared: 11/2/2016

Council Meeting Date: 11/22/2016

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy District Manager

FROM: Stuart Kent, Public Works - Utilities Director

SUBJECT: Trip Reduction Program Award

Purpose:

The City of Peoria received the Maricopa County Outstanding Trip Reduction Program More Than 500 Employees - Public Employer award on November 1, 2016 at the 29th Annual Clean Air Campaign luncheon.

Contact Name and Number:

Stuart Kent, 623-773-7502