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, December 6, 2016
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting

5:00 P.M. Convene

Roll Call

Consent Agenda

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

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

(a) The possible appointment of the City Attorney pursuant to A.R.S. § 38-431.03.1.

Adjournment

Executive Session

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

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

Executive Session Agenda

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

   (a) The possible appointment of the City Attorney pursuant to A.R.S. § 38-431.03.1.

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

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

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

Arizona Open Meeting Act:

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

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

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

Study Session

Convene immediately following Executive Session Meeting

Roll Call

Study Session Agenda

Subject(s) for Discussion Only

3. **Sign Code Modernization Project**

Adjournment

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call
Final Call to Submit Speaker Request Forms

Presentation

4. **16th Annual Celebrate the Constitution Contest**

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

5 C. **Minutes**

Discussion and possible action to approve the November 1, 2016 Regular Meeting minutes.

6 C. **Board and Commission Appointments**

Discussion and possible action to approve the recommendations from the Council Boards and Commissions Subcommittee pertaining to the following appointments, and: (a) adopt **RES. 2016-130** appointing Clayton Allsop as an alternate member of the Planning and Zoning Commission to a partial term to expire in December 2019; and (b) adopt **RES. 2016-131** appointing Cailet Popelier and Tristan Marsitto as regular members of the Youth Advisory Board to partial terms to expire in June 2018 and Timothy Fritz as an alternate member of the Youth Advisory Board to a partial term to expire June 2017.

7 C. **Intergovernmental Agreement, City of Phoenix, Tax Analysis and Reporting Functions**

Discussion and possible action to approve an Intergovernmental Agreement with the City of Phoenix for certain tax analysis and reporting functions.

8 C. **Professional Services Contract, Matrix Design Group Inc., General Plan Update**

Discussion and possible action to authorize the City Manager to execute a professional service agreement with Matrix Design Group, Inc., in the amount not to exceed $350,000 for consulting services for the General Plan Update.

9 C. **Contract, MGC Contractors, Inc., Ventana Well Booster Rehabilitation**

Discussion and possible action to approve the contract with MGC Contractors, Inc., for a guaranteed maximum price of $2,533,758 to construct the Ventana Well Booster Rehabilitation project.

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

Discussion and possible action to adopt **RES. 2016-134** accepting Deeds and Easements for various Real Property interests acquired by the City.

11 C. **Final Plat, Peoria Mini Storage, 95th Avenue and 96th Avenue**

Discussion and possible action to approve the Final Plat for Peoria Mini Storage, located at 95th Avenue and 96th Avenue, subject to stipulations.

12 C. **Replat, The Meadows – Parcel 12B, Lots 1 & 2, Williams Road and Lake Pleasant Parkway**

Discussion and possible action to approve the Replat of The Meadows – Parcel 12B, Lots 1 & 2, located at Williams Road and Lake Pleasant Parkway, subject to stipulations.

Regular Agenda

New Business

13 R. **Appointment of City Attorney**

Discussion and possible action to: (a) adopt **RES. 2016-135** appointing Stephen Burg, as the City Attorney of the City of Peoria, Arizona, effective December 7, 2016; (b) approve the Terms and Conditions of Employment Agreement with Stephen Burg.

SWEARING IN OF NEW CITY ATTORNEY, STEPHEN BURG

14 R. **PUBLIC HEARING - Rezoning, Lake Pleasant Heights Major Planned Community District Amendment**

PUBLIC HEARING: RE: A request for a major amendment to the Lake Pleasant Heights Planned Community District (PCD) to allow an increase in the maximum number of residential dwelling units from 5,970 to 6,561 and modification of the land use plan to be consistent with the adopted Lake Pleasant Heights Specific Area Plan.

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

COUNCIL ACTION:

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation to adopt **ORD. 2016-34**, for a major amendment to the Lake Pleasant Heights Planned Community District (PCD) to allow an increase in the maximum number of residential dwelling units from 5,970 to 6,561 and modification of the land use plan to be consistent with the adopted Lake Pleasant Heights Specific Area Plan (Z03-05A.1).

15 R. **Development Agreement, Lake Pleasant Heights**

Discussion and possible action to approve a Development Agreement with Iota Purple, Group Three Properties, Noranda Properties and other specified beneficiaries pertaining to the proposed Major Amendment to the Lake Pleasant Heights Planned Community District.

16 R. **Memorandum of Understanding, United Phoenix Fire Fighters Association Local 493**

Discussion and possible action to approve the United Phoenix Fire Fighters Association Local 493 Memorandum of Understanding in total for the period July 2017 through June 2020.

17 R. **Adoption of Elected and Appointed Official Ethics Policy**

Discussion and possible action to repeal the existing Council Policy 1-15 (Rules of Procedure for City Council Ethics Proceedings), and adopt the new Elected and Appointed Official Ethics Policy as Council Policy 1-18.

18 R. **Citizen Commission on Salaries for Elected City Officials**

Discussion and possible action to accept the recommendation of the Citizens Commission on Salaries for Elected City Officials to increase the Mayor and Council salaries by five percent (5.0%).

19 R. **Contract Agreement, Peoria Diamond Club**

Discussion and possible action to authorize a new contract agreement with the

Peoria Diamond Club through 2023 to provide services for Spring Training baseball and non-spring training events.

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

20. **Council Calendar**

21. **Reports**

A. **Sustainability Update Year End Report**

B. **Christmas for the Troops**

C. **Cybersecurity Month and World GIS Day**

D. **Firefighters Holiday Toy Drive and Delivery**

E. **Upcoming City Events Video**

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

City Manager
Carl Swenson

City Clerk
Rhonda Geriminsky

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 3.

Date Prepared: 11/21/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Sign Code Modernization Project

Purpose:

This study session is being held in order to provide an update to the City Council regarding progress on the Sign Code Modernization project that is currently underway.

Background/Summary:

In collaboration with the relevant City departments, the Planning Division has undertaken a year-long project to modernize Article 14-34, "Signs" of the Zoning Ordinance, otherwise known as the Sign Code.

An initial introduction to this project was provided to City Council at the March 1, 2016 City Council Study Session. As indicated at that meeting, the Sign Code has not been comprehensively updated since 1989 when it was approved by the Mayor and City Council by Ordinance 89-07. The City of Peoria has since tripled in population in the intervening 25+ years and legal and industry best practices related to signage have changed as well.

In addition to the need for typical revisions to refresh and update the Sign Code, the 2015 Supreme Court decision in *Reed v. Town of Gilbert* has dictated the need for cities across the country, including Peoria, to promptly reassess their sign regulations. Key to the *Reed v Town of Gilbert* decision was the concept that signage regulations could not be *content-based*. In essence, this means that the code cannot regulate signs based on the signs' messages or images – what the sign "says".

Key Goals
There are several major goals at the core of this code modernization effort:

- Remove content-based regulations in order to comply with the Supreme Court decision in *Reed v Town of Gilbert.*
- Increase the ease-of-use of the new Code for all users, including the general public, signage professionals, and staff.
- Provide regulations that achieve the stated purposes of the code, thereby facilitating

communication through signage while creating a functional and aesthetically appealing environment.

Several approaches have been used to achieve these goals:

- The length of the Sign Code has been cut in half. The text that remains has been reformatted and reorganized to make it easier to find.
- Half of the document is devoted to tables for easy reference with images that illustrate the principles and items being described.
- For quick reference, the table of permanent sign types has clearly identified tags indicating whether a sign permit is required for each sign type.
- The number of sign types has been significantly reduced and the remaining types have been restructured.
    - The number of sign types has been reduced from 33 to 15 permanent and 4 major classes of temporary signs.
    - Signs have been classified and organized by characteristics such as placement and orientation (e.g. free-standing, projecting from a building wall, in a window, etc.) and site attributes (e.g. sites with drive-through uses).

In addition to structural changes to the code, several enhancements have been made to provide additional signage options and increased flexibility for signage users.

- Projecting Signs, which can enhance the pedestrian streetscape, would be permitted (they are not currently allowed).
- Free-standing Monument Signs have been broken into sub-categories, creating a hierarchy. This will allow all non-residential properties to have some form of free-standing sign, while allowing those larger properties with more street frontage to have additional signs and sign that are larger and taller.
- Non-residential uses will be permitted up to 33% more sign area for Building Wall Signs.

Related Projects

In addition to modernizing the Sign Code that applies broadly across the City, staff is undertaking parallel efforts to produce Overlay Districts for areas of the City that have been recognized as having distinct characters that call for district-specific development standards, including sign regulations. Overlay Districts are expected to be developed for the P83 Entertainment District and the Peoria Auto District in concert with existing City projects currently underway in these areas.

Narrative:

Given its extensive nature, the Sign Code Modernization project has been an iterative process including internal research and regional benchmarking, as well as stakeholder outreach and involvement through in-person meeting and other communication to gather input and feedback.

Staff has also undertaken internal review of the draft code with vetting from various departments. A working draft of the proposed code has been provided as Exhibit A, however it is expected to be further refined based on continued stakeholder involvement as well as feedback from the Planning and Zoning Commission and City Council.

Expected project timeline:

Winter 2016

- Initial staff research and development

Spring 2016

- City Council Study Session (3/1/2016)
- Planning and Zoning Commission Study Session (3/4/2016)
- Stakeholder Meeting

Summer 2016

- Internal Draft Code initiated and revised

Fall 2016

- Planning & Zoning Commission Study Session (11/17/2016)
- 2nd Stakeholder Meeting (12/1/2016)
- **City Council Study Session (12/6/16) TONIGHT'S DISCUSION**

Winter 2016/Early 2017

- Planning and Zoning Commission Hearing
- City Council Hearing

Staff anticipates having a final draft of the new Sign Code available for the City Council to adopt in early 2017.

ATTACHMENTS:

Exhibit A: Working Draft of the Proposed Sign Code

Contact Name and Number:

Melissa Sigmund (623) 773-7603

34 SIGNS

Contents

34.1 Applicability
34.2 Purpose
34.3 Severability
34.4 Nonconformity and Modification
34.5 Definitions
34.6 Prohibited Signs
34.7 Authorized Signs, All Zoning Districts – No Permit Required
34.8 General Provisions
34.9 Permanent Sign Types
34.10 Temporary Sign Types
34.11 Administration

34.1 Applicability

Any sign erected, altered, or maintained after the effective date of this Article shall conform to the following regulations.

34.2 Purpose

Signs perform an important function in identifying and promoting properties, businesses, services, residences, events, and other matters of interest to the public, however they may obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation.

The purpose of this Article, referred to herein as the Sign Code or Code, is to regulate the size, color, illumination, movement, materials, location, height and condition of signs placed on private property for exterior observation, thus ensuring the stability of the community, the character of the various neighborhoods, the creation of a convenient, attractive and harmonious community, protection against destruction of or encroachment on historic convenience to citizens, and encouraging economic development. This article allows adequate communication through signage while encouraging aesthetic quality in the design, location, size and purpose of all signs. This article must be interpreted in a manner consistent with the First Amendment guarantee of free speech.

The intent of this Article is to regulate signs within the City of Peoria to ensure that they are appropriate for their respective uses, in keeping with the appearance of the affected property and surrounding environment, and protective of the public health, safety, and general welfare.

Signs not expressly allowed under this , Code or by specific requirements in another portion of this chapter, or otherwise expressly allowed by the ordinances adopted by the City of Peoria are not allowed.

A sign placed on land or on a building for the purpose of identification, protection or directing persons to a use conducted therein must be deemed to be an integral but accessory and subordinate part of the principal use of land or building. Therefore, the intent of this article is to establish limitations on signs in order to ensure they are appropriate to the land, building or use to which they are appurtenant and are adequate for their intended purpose while balancing individual and community interests.

These regulations are intended to promote signs that are compatible with the use of the property to which they are appurtenant, landscape and architecture of surrounding buildings, are legible and appropriate to the activity to which they pertain, are not distracting to motorists, and are constructed and maintained in a structurally sound and attractive condition.

These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City of Peoria. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.

These regulations do not entirely eliminate all of the harms that may be created by the installation and display of signs. Rather, they strike an appropriate balance that preserves ample channels of communication by means of visual display while still reducing and mitigating the extent of the harms caused by signs.

These regulations are not intended to and do not apply to signs erected, maintained or otherwise posted, owned or leased by this State, the federal government or this City. The inclusion of "government" in describing some signs does not intend to subject the government to regulation, but instead helps illuminate the type of sign that falls within the immunities of the government from regulation.

34.3 Severability

A. If there is a conflict between provisions of the Sign Code (14-34) and other provisions of the Zoning Ordinance or other regulations/ordinances of the City of Peoria, the more restrictive provisions shall apply.

B. The provisions of this Code shall apply to the erection, design, construction, alteration, use, location and maintenance of all signs within the City of Peoria, except as specified in this Code.

34.4 Nonconformity and Modification

A sign lawfully in existence on the date of adoption of this Code , and which does not conform to the provisions of this Code, but which was in compliance with applicable regulations at the time it was constructed, erected, affixed or maintained shall be regarded as a legal nonconforming sign.

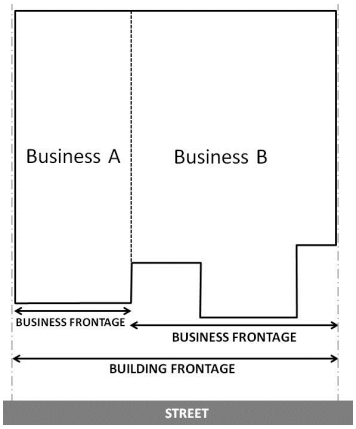
A. Reasonable repairs may be made to legal nonconforming signs. However, to the extent any legal nonconforming sign is damaged in any manner and that damage exceeds fifty percent (50%) of the reproduction cost according to an appraisal by licensed appraisers,

destroyed or is removed by any means whatsoever, including acts of God or other calamities, such sign may be restored, reconstructed, or altered only in conformance with the provisions of this Code.

B. Any sign which is does not fall within the provisions of 34.4.A shall be brought immediately into compliance with all provisions of this Code.

34.5 Definitions

Words and terms used in this Code shall have the meanings given here, or in Article 14-2, Definitions if not defined herein. Unless expressly stated otherwise, any pertinent word or term not part of this listing or Article 14-2 but vital to the interpretation of this ordinance, shall be construed to have its legal definition, or in absence of a legal definition, their meaning as commonly accepted meaning, unless its context makes clear otherwise.



List of Defined Terms

A – B

Backlit Sign. Also described as a sign that is internally illuminated, or has indirect lighting. A sign that is illuminated by a light source hidden by the sign itself so that illumination shines from behind the sign, creating a halo around the sign. Reverse pan-channel letters are an example of a backlit sign.

Business Frontage. Means the lineal distance of the building space (suite or whole building) occupied by the particular business or use measured on a straight line parallel to the street. In the event that a business fronts on two (2) or more streets, the property owner shall be given the option of selecting one (1) street frontage for the purpose of computing allowable sign area. Where a business does not parallel a street, the frontage shall be measured along the exterior of the building space occupied by the particular business or use.

C – D

Cabinet Sign. A sign that contains all sign copy within a single enclosed cabinet that is mounted to a wall or other surface.

Changeble Copy Sign. A sign that is static and changes messages by any means, including electronic process or remote control.

E – F

Electric Sign. Any sign containing electric wiring. This does not include signs illuminated by an exterior floodlight source.

Electronic Message Board. A sign that is static and changes messages by any electronic process or remote control.

Flag. A piece of fabric or other flexible material that contains the current or historical seal, insignia, symbol, logo, emblem or distinctive colors of this nation or any other nation, or the seal, insignia, symbol, logo or emblem of any political subdivision of this nation or any other nation, or the seal, insignia, symbol, logo or emblem of any religious, not for profit or corporate entity or expressing advocacy speech. References to the number of flags and flagpoles and flag dimensions refer to both vertical flagpoles and mast arm flagpoles.

Flashing Sign. Any illuminated sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such sign is in use. For the purpose of this Code, a message change no more frequently than twice per day is not considered flashing for electronic message boards.

Freestanding Sign. A sign erected and maintained on its own self-supporting permanent structure or base, not attached to any building.

Freeway Monument Sign. A Freestanding sign that is erected and maintained on property adjacent to and within the view of motorists who are driving on a freeway recognized by the City of Peoria.

G – H

Government Sign. A sign that is constructed, placed, maintained, or required by law by the federal, state, county, or city government either directly or to enforce a property owner's rights.

Graffiti

Grand Opening/New Business Sign. A sign displayed at a new business, store, shopping center, or office, or one that has changed ownership, and within the first six months of receiving a valid business license.

I – L

(None)

M – N

Monument Sign. A freestanding sign with a base that is at least 50 percent of the width of the sign.

O – P

Original Art Display. A hand-painted work of visual art that is either affixed to or painted directly on the exterior wall of a structure with the permission of the property owner. An original art display does not include: mechanically produced or computer generated prints or images, including but not limited to digitally printed vinyl; electrical or mechanical components; or changing image art display.

Permanent Sign. Any sign that is intended to be, and is constructed to remain unchanged in character and position and affixed to features such as the ground, a wall, or building for one (1) year or more. A temporary sign left in place for one (1) year or more does not become a permanent sign.

Portable Sign. Any structure without a permanent foundation or otherwise not permanently attached to a fixed location.

Projecting Sign. A sign that is attached to and supported by a building or other structure, which projects more than 14 inches beyond the building. The primary sign faces of a projecting sign are at an angle to the wall from which it projects.

Q – R

Roof-Mounted Sign. A sign located on or above the roof of any building, but does not include a false mansard roof, canopy, or other fascia. Signs located on these elements shall not project above the roof or the roofline.

S – T

Sign. A name, identification, description, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building, or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business and where sign area means the space enclosed within the extreme edges of the sign for each face, not including the supporting structure or where attached directly to a building wall or surface, the outline enclosing all the characters of the word. Signs located completely within an enclosed building, and not exposed to view from a street, shall not be considered a sign. Each display surface of a sign or sign face shall be considered to be a sign.

Sign Area. The space enclosed within the extreme edges of the sign for each sign face, not including the supporting structure. Where attached directly to a building wall or surface, the space within the outline enclosing all the characters of the words, numbers, or design, including any background panel or distinctively painted area installed as a background for the sign.

Sign Copy. The words, letters, symbols, illustrations, or graphic characters used to convey the message of a sign.

Sign Face. The entire display surface area of a sign upon, against or through which copy is placed.

Sign Walker. A person who wears, holds, or balances a sign that conveys a commercial message, including a costume sign. A “costume sign” is defined as clothing that is integral to the conveyance of a commercial message. Commercial logos and other commercial identification on shirts, hats, and other aspects of personal appearance are not costume signs.

Temporary Sign. A banner, pennant, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the code official to be displayed for a limited period of time.

U – Z

Vehicle Sign. A sign that can be carried, towed, hauled or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its mobility. This includes, but is not limited to signs mounted, attached, or painted on trailers, boats, or vehicles, or any sign attached to or displayed on a vehicle

34.6 Prohibited Signs

The following signs are unlawful and are prohibited unless constructed pursuant to a valid building permit when required under this Code, or are otherwise specifically authorized under this Code:

A. Cabinet signs over 6 square feet in area, unless cabinet is a stylized, non-rectangular shape to accommodate the sign copy.

B. Changeable copy signs, except as otherwise specifically permitted by this ordinance.

C. Neon and similar tube-type lighting signs, where the light tube is exposed.

D. Signs of a size, location, movement, coloring, or manner of illumination which may be confused with or construed as a traffic control device or which hide from view any traffic or street sign or signal.

E. Signs with exposed light bulbs. Light Emitting Diodes (LEDs) are not considered to be light bulbs.

F. Signs which contain or consist of balloons, banners, beacons, flags, inflatable signs, pennants, posters, , ribbons, search lights, strobe lights, streamers, strings of light bulbs, spinners, or other similarly moving devices or signs which may move or swing as a result of wind pressure, except as otherwise provided. These devices when not part of any sign are similarly prohibited, except as otherwise specifically permitted by this ordinance.

G. Signs that have blinking, flashing or fluttering lights, or other illuminating devices which exhibit movement.

H. Roof mounted signs.

I. Portable signs that do not comply with the location, size, or use restrictions of this Code.

J. Pylon or pole signs (without pole cover) over 3 feet in height.

K. Signs in the existing and future public right-of-way, as defined in the Peoria General Plan or the Peoria Street Classification map, whichever is more restrictive, except as may otherwise be provided in this Ordinance.

L. Any sign placed on private property without the property owner's written approval.

M. All signs mounted on, or applied to trees, utility poles, rocks, or City owned property, except as otherwise provided.

N. Vehicle signs. Signs on vehicles are exempt if the vehicle is consistently used in the normal daily conduct of the business (e.g. delivery or service vehicle) and is lawfully parked on a site and is either not visible from the public right of way, or is parked as far from the right-of-way as possible.

34.7 Authorized Signs, All Zoning Districts - No Permit Required

The following signs are authorized within the City:

A. Government Signs. The signs described herein, are an important component of measures necessary to protect the public safety and serve the compelling governmental interest of protecting traffic safety, serving the requirements of emergency response and protecting property rights or the rights of persons on property. Government signs, including, but not limited to the following:

1. Address Signs. Numerals that identify the street address of a property for public safety purposes as required and regulated by applicable Building and Fire Codes adopted by the City of Peoria.
2. Emergency or warning signs. Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property.
3. Government Flags. Flags that have been adopted by the federal government, this State, or the City of Peoria may be displayed as provided under the law that adopts or regulates its use.
    i. The flags described in this section are permitted to serve a compelling governmental interest in promoting the rule of law by establishing symbolic representations of the governments who pass, protect and preserve those laws.
4. Traffic Signs. Traffic signs and traffic control devices installed and maintained in compliance with the regulations of an authorized public agency.
5. Official Notices or advertisements posted or displayed by or under the direction of any public or court officer in performance of official or directed duties; provided that all such signs must be removed by the property owner no more than ten (10) days after their purpose has been accomplished or as otherwise required by law.

B. Grave markers, headstones, statuary, or similar remembrances of persons.

C. Holiday and seasonal decorations. Temporary, non-commercial decorations or displays associated with the celebration of a particular civic, patriotic, or religious holiday or season. Such decorations shall be less than 10 feet in height if freestanding, shall be displayed for a maximum of 60 days total during the relevant season, and must be maintained in good condition (e.g. not torn, soiled, or faded). Such decorations shall not be displayed in such a manner as to constitute a hazard to pedestrian or vehicular traffic.

D. Interior Signs. Signs located inside a building, or other enclosed facility, which are not meant to be viewed from the outside.

E. Memorials, public monuments, or historical identification signs installed in accordance with all applicable regulations, including historical markers up to three (3) sq. ft. in area.

F. Signs not located in an enclosed building and not exposed to view from a street or public right of way, public place, or other property such as those not visible to a person from a public right of way, public place, or other property and so long as the signs do not pose a hazard.

G. Original Art Displays approved by the Peoria Arts Commission or other authorized City of Peoria department or agency.

H. Utilities signs. Signs installed or required by utilities, including traffic, safety, railroad crossings signs, as well as, identification or directional signs for public facilities.

I. Vending machine signs. Signs integral to a legally located vending machine.

34.8 General Provisions

A. Signs containing noncommercial speech are permitted anywhere that commercial signs are permitted, subject to the same regulations applicable to such signs.

B. Sign Area Calculations, Building Signage. A building owner may choose to have the entirety of a building used for computing sign area even if it is divided into multiple suites occupied by separate tenants. In this case, it is the responsibility of the building owner to determine the percentage of total allowable signage that shall be allocated to every business/tenant. Signage for individual businesses/tenants in buildings where signage is approved on a whole-building basis may be placed on any facade otherwise meeting the regulations of this Code, regardless of the location of the tenant's main entrance. Whole building calculations shall afford a minimum of 20 s.f. of signage to each business/tenant.



C. Sign Area Calculations, Multiple Sign Faces:

Calculation of sign area based on number of sign faces shall be as follows:

1. One (1) face - Area of the single face only,
2. Two (2) faces - If the interior angle between the two faces is 45 degrees or less, the area will be the area of one face only; if the interior angle between the two sign faces is greater than 45 degrees, the sign area will be the sum of the areas of the two faces.
3. Three (3) or more faces - The sign area will be the sum of the areas of each of the faces.
4. Spherical, free-form, sculptural, other non-planar signs - Sign area will be the sum of the area using only the four (4) vertical sides of the smallest cube that will encompass the sign.
5. Architectural embellishments shall not be considered as sign area, but shall not constitute more than twenty percent (20%) of the total sign area.

D. Sign Height Calculations, Free-Standing Signs.
   1. The height of free-standing signs shall be measured from the existing grade within two (2) feet of the proposed sign location to the top of the sign structure.
   2. In instances where the existing grade of the proposed sign location is lower than the adjacent roadway, the sign height shall be measured from the top of curb, or crown of roadway where no curb exists, to the top of the sign structure.

E. For buildings constructed on the property line of a parcel which abuts a public right-of-way or easement (e.g where no building setback exists), Building Signs maybe extend fourteen (14) inches into the public right-of-way or public easement provided such signs are located higher than eight (8) feet above ground level.

34.9 Permanent Sign Types

General Standards:

A. Accessory Use. All permanent signs are considered ancillary, or accessory uses. As such, a Permitted Principal Use must be legally established and developed on a property in order for a permanent sign to be allowed on the property.

B. Illumination:
   1. In residential zoning districts, illuminated signs for permitted non-residential uses facing residential uses or undeveloped residentially zoned property, whether directly adjacent or across a road, shall go dark between the hours of 10 pm and 5 am when the business is closed.

   2. All illuminated signs shall be limited to a brightness of 0.3 foot candles above ambient lighting.

   3. Signs allowed to be illuminated may utilize internal illumination (direct or backlit) or external illumination, unless otherwise specified in Tables 1 and 2.

   4. External illumination shall be compliant with Dark Sky light control requirements, including the requirements in Chapter 20 of the Peoria City Code.

C. Landscaping. All permanent freestanding signs shall be located with the base of the sign in a landscape area. This landscape area shall be equal to a minimum of 4 square feet for each square foot of sign area.

D. Location. All freestanding signs shall be located a minimum of one (1) foot from the edge of the street right of way.

E. Monument Sign Base Material. All permanent free-standing signs greater than three (3) feet in height shall have a masonry base (e.g. brick, CMU, stone) that consistent with the site's architectural/thematic design.

F. The following signs are authorized in the identified zoning districts as noted in Table1, Table 2, and Table 3.

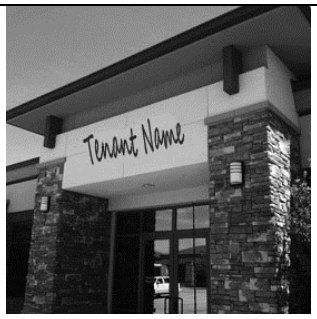
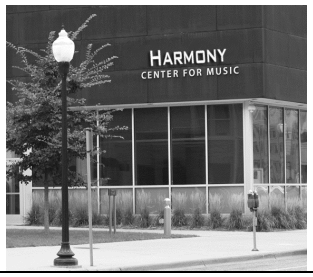
Standard Abbreviations for Tables

Adj.	Adjacent	SVT	Sight Visibility Triangle
FT	Feet or Foot	ROW	Right of Way
IN	Inches	>	Greater Than
LF	Linear Feet or Linear Foot	≥	Greater Than or Equal To
N/A	Not Applicable or Not Allowed	<	Less Than
SF	Square Feet or Square Foot	≤	Less Than or Equal To

Table 1: Building Sign Specifications

A. ADDRESS SIGN			**Permit:** No
Definition	Numerals that identify the street address of a property for public safety purposes		
Standards & Specifications			
	**Residential Uses & Non-Residential Uses**	Permitted if compliant with Building and Fire Code requirements	
Notes	None		
B. AWNING AND ATTACHED CANOPY SIGN			**Permit:** Yes
Definition	A sign that is printed, painted, or affixed to an awning or canopy that is attached to a building		
Standards & Specifications			
 	**Residential Uses**	*Total Sign Area Allowed*	N/A
	Non-Residential Uses	*Max Quantity*	N/A
		Max Height	1st Floor awnings only (*L)
		Max. Width	80% of awning face
		Illumination Allowed	Internal, backlit, external
		Max Sign Area Allowed	2 SF per 1 LF of *Business Frontage* (#)
Notes	*L Signs may be mounted on or extend above attached canopy as long as they do not extend above the roof line. (#) Sign allowance includes all Awning and Building Wall Signs		

Table 1: Building Sign Specifications *(cont'd)*

C. BUILDING WALL SIGN *(i.e. Band Signs)*			**Permit:** Yes
Definition	A permanent sign attached to, painted on, or otherwise assembled against the wall or fascia of a building with the exposed face of the sign parallel to the face of the wall or fascia.		
Standards & Specifications			
 	**Residential uses**	N/A	N/A
	Non-Residential Uses	*Max Quantity*	N/A
		Max Projection	14 IN
		Illumination Allowed	Internal, backlit, external
		Max Sign Area Allowed	2 SF per 1 LF of *Business Frontage* (#) <20,000SF=120 SF max 20,000-50,000=250 SF max >50,000SF=400SF max
Notes	(#) Sign allowance includes all Awning and Building Wall Signs		

D. ENTRY SIGN			**Permit:** No
Definition	A sign located adjacent to an entry door.		
Standards & Specifications			
 	**Residential uses &** **Non-Residential Uses**	*Max Quantity*	1 per dwelling unit or 1 per business
		Max Height	15 FT
		Max Projection	4 IN
		Illumination Allowed	External or backlit illumination only
		Total Sign Area Allowed	2 SF per sign
Notes	None		

Table 1: Building Sign Specifications *(cont'd)*

E. FREE STANDING CANOPY SIGN			**Permit:** Yes
Definition	Signs on freestanding canopies, such as fuel canopies, and shade structures.		
Standards & Specifications			
 	**Residential uses**	N/A	
	Non-Residential Uses	*Max Quantity*	N/A
		Illumination Allowed	Internal, backlit, external
		Max Sign Area Allowed	12 SF
Notes	None		
F. PROJECTING SIGN *(i.e. Blade/Shingle Signs)*			**Permit:** Yes
Definition	A pedestrian-oriented sign that is attached to and supported by a building or other structure. (See *Projecting Sign* in 34.5 Definitions)		
Standards & Specifications			
  	**Residential uses**	N/A	
	Non-Residential Uses	*Min Height*	8 FT above adj. sidewalks and/or ground level
		Min Projection	14 IN from Bldg
		Max Projection (*D)	3 FT from wall or less than awning/ canopy depth if attached
		Illumination Allowed	Externally illuminated and backlit only
		Max Sign Area Allowed	6 SF
Notes	Maximum projection is based on attachment type.		

Table 2: Freestanding Sign Specifications

Sign Type Option	
Residential Uses	
Single-Family	N/A
Multi-Family	Either Free-Standing monument OR Perimeter wall
Non-Residential Uses *	Only allowed either primary/minor monument(s) OR Perimeter wall sign

A. FREEWAY SIGN			**Permit:** Yes
Definition	A free-standing monument sign located on property adjacent to a freeway (See *Freeway Sign* in 34.5 Definitions)		
Standards & Specifications			
	**Residential uses**	N/A	
	Non-Residential Uses	*Max Quantity*	Based on length of freeway frontage
		1	Minimum 660 LF
		2	661 – 2,640 LF
		3	> 2,640 LF
		Illumination Allowed	Internal, backlit, external
		Max Height	45 FT + 3 FT for architectural detail
		Max Sign Area Allowed	200 SF
Notes	(*L) Sign must be located along the qualifying freeway frontage. Signs are only permitted on commercial or industrial zoned properties Base of sign must be at least 35% of the full sign width. Minimum Separation: 200 feet separation from other Freeway signs, 50 feet from non-freeway lot lines, and 100 feet from residentially zoned property.		

Table 2: Freestanding Sign Specifications *(cont'd)*

B. PRIMARY MONUMENT SIGN			**Permit:** Yes
Definition			
Standards & Specifications			
	**Residential uses**		
	Single-family	N/A	
	Multi-family	*Max Quantity*	1 per street frontage
		Max Height Parkways + Bell Rd. & Grand Ave. Other Major Arterials All Other Roads	 12 FT 10 FT 8 FT
		Max Sign Area Allowed	48 SF
	**Non-Residential Uses** *Standards are based on the entire Commercial/ Industrial Center*	*Max Quantity (*L)*	Based on length of street frontage
		0	0 - 599 LF
		1	600 LF - 1,000 LF
		2	> 1,000 LF
		LF is calculated separately for each street on which property has frontage	
		Max Height Parkways +Bell Rd. & Grand Ave. Other Major Arterials All Other Roads	 16 FT 12 FT 8 FT
		Max Sign Area Allowed	48 SF
Notes	(*L) Sign must be located along the qualifying street frontage. All Primary Monument Signs shall be located a minimum of 60 FT away from all other Primary and Secondary Monument signs.		

Table 2: Freestanding Sign Specifications *(cont'd)*

<table>
<tr><td colspan="4">C. MINOR MONUMENT SIGN Permit: Yes</td></tr>
<tr><td>Definition</td><td colspan="3"></td></tr>
<tr><td colspan="4">Standards & Specifications</td></tr>
<tr><td rowspan="6"> 
</td><td>Residential uses</td><td colspan="2">N/A</td></tr>
<tr><td rowspan="5">Non-Residential Uses
Standards are based on the entire Commercial/ Industrial Center</td><td>Max Quantity</td><td>Based on amount of street frontage</td></tr>
<tr><td>1</td><td>0 LF - 599 LF</td></tr>
<tr><td>1 sign for every 300 LF > 1,000 LF</td><td>> 1,000 LF</td></tr>
<tr><td colspan="2">LF is calculated separately for each street on which property has frontage</td></tr>
<tr><td>Max Height
Parkways
Major Arterials
All Other Roads</td><td>
12 FT
8 FT
6 FT</td></tr>
<tr><td>Max Sign Area</td><td>24 SF</td></tr>
<tr><td>Notes</td><td colspan="3">All Secondary Monument Signs shall be located a minimum of 60 FT away from all other Primary and Secondary Monument signs located in the same center or parcel.</td></tr>
<tr><td colspan="4">D. INTERNAL CENTER SIGN Permit: Yes</td></tr>
<tr><td>Definition</td><td colspan="3">Internal free-standing signage within a commercial/industrial center.</td></tr>
<tr><td colspan="4">Standards & Specifications</td></tr>
<tr><td rowspan="4"> 


</td><td>Residential uses</td><td colspan="2">N/A</td></tr>
<tr><td rowspan="3">Non-Residential Uses
Standards are based on the entire Commercial/ Industrial Center</td><td colspan="2">Max Quantity
1 sign/parcel or 1 sign/5 AC, whichever is greater. Individual parceled pads within a center <u>are</u> eligible for internal center signs.</td></tr>
<tr><td>Max Height</td><td>3 FT</td></tr>
<tr><td>Max Sign Area</td><td>6 SF</td></tr>
<tr><td>Notes</td><td colspan="3">Must be located internal to a site, outside of all street frontage landscape areas and buffers.</td></tr>
</table>

Table 2: Freestanding Sign Specifications *(cont'd)*

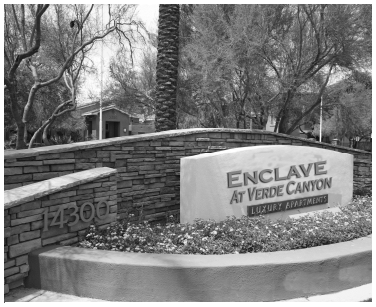
E. PERIMETER WALL / SCREEN WALL SIGNS			**Permit:** Yes
Definition	A sign consisting of individually mounted characters on a perimeter or screen wall surrounding a development.		
Standards & Specifications			
 	**Residential uses**		
	Single-Family Developments (2 or more lots) *And* *Multi-Family Developments*	*Max Quantity*	2 per street frontage providing direct access to development.
		Max Height	8 FT or wall height, whichever is less.
		Max Projection	14 Inches
		Illumination Allowed	External or backlit illumination only
		Max Sign Area Allowed	32 SF per sign
	Non-Residential Uses *	*Max Quantity*	1 per street frontage
		Illumination Allowed	External or backlit illumination only
		Max Sign Area Allowed	48 SF per sign or < 50% of wall area, whichever is less.
Notes	None		

Table 3: Other Sign Type Specifications

A. DRIVE-THROUGH SIGN			**Permit:** Yes
Definition	Signage for uses with drive-throughs.		
Standards & Specifications			
	**Residential uses**	N/A	
	Non-Residential Uses	*Max Quantity*	2 signs per use
		Max Height	6 FT
		Max Sign Area Allowed	36 SF per sign
Notes	Must be located adjacent to drive-through lanes. Changeable copy is permitted.		

Table 3: Other Sign Type Specifications

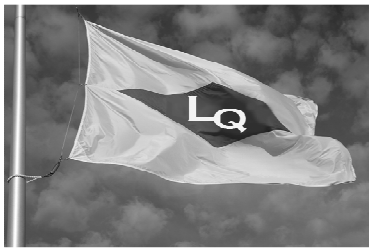
B. GAS STATION MONUMENT SIGN			**Permit:** Yes
Definition	Monument sign for a property containing a gas station/fuel service station.		
Standards & Specifications			
	**Residential uses**	N/A	
	Non-Residential uses	*Max Height*	8 FT
		Max Sign Area Allowed	32 SF, including 16 SF changeable copy
Notes	In accordance with Arizona Administrative Code, gas station monument signs shall be permitted in lieu of a primary or secondary monument for stand-alone gas stations, maximum 1 per frontage. Commercial centers containing gas stations shall be allowed Gas Station Monuments in addition to Primary and Secondary Monuments.		
C. FLAGS, NON-GOVERNMENT			**Permit:** No
Definition	Flags other than those adopted by the Federal, State, or City of Peoria government		
Standards & Specifications			
	**Residential uses**	*Max Quantity*	2
		Max Height	30 FT
		Max Sign Area Allowed	15 SF
	Non-Residential uses	*Max Quantity*	3
		Max Height	30 FT
		Max Sign Area Allowed	36 SF
Notes	Flags containing commercial messages shall be counted toward allowable area for freestanding or building signage		

Table 3: Other Sign Type Specifications *(cont'd)*

D. WINDOW SIGN			**Permit:** Yes
Definition	Signs placed on or within 3 feet of windows so as to attract the attention of persons outside of the building where the sign is placed		
Standards & Specifications			
	**Residential uses**	*Max Sign Area Allowed*	1 SF, non-commercial messages only
	Non-Residential Uses *	*Max Sign Area Allowed*	25% of the window on which the sign is placed.
		Illumination Allowed	Internal, on up to 2 signs up to 2 SF each
Notes	None		

34.10 Temporary Sign Types

A. General Requirements

1. In order to ensure structural stability and safety, freestanding signs seven (7) feet or greater in height shall be constructed to standards required for a permanent sign as described by the Arizona Sign Association.
2. Signs seven (7) feet or greater in height require a sign permit.
3. Temporary Signs shall be located outside of the visibility triangles, as shown in Figure 1.
4. Signs shall be maintained in good condition and shall be removed if torn, soiled, or faded.
5. Temporary signs shall not be illuminated.
6. The installation date and name and contact number of the party responsible for installation shall be listed on the back of all temporary signs, except those located on developed single family residential lots.
7. The party or parties responsible for distribution or installation of such signs shall be jointly and severally liable for the removal of such signs.
8. Such signs which are deemed to be unsafe, defective or which create an immediate hazard to persons or property or are not in compliance with the provisions of this section shall be declared to be a public nuisance and shall be subject to removal by the City in accordance with state statutes.

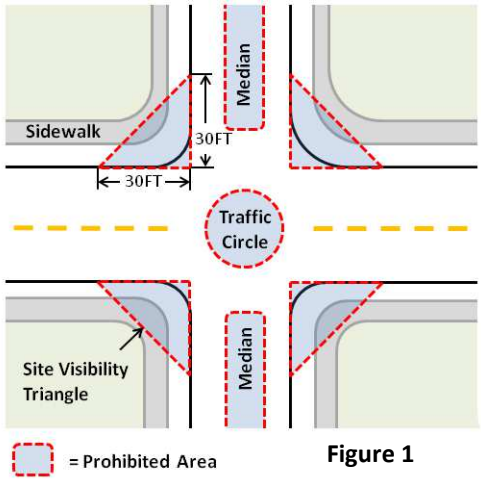


Figure 1

B. Duration: The following non-permanent signs are authorized in the identified zoning districts for the durations noted in Table 4.

Table 4: Temporary Sign Type Specifications

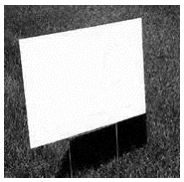
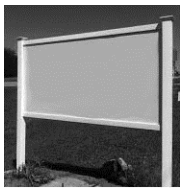
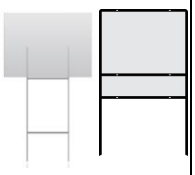
A. UNDEVELOPED PROPERTIES						
Property Type	**Quantity**	**Max Sign Area**	**Maximum Height**	**Duration**	**Other Limitations**	**Permit**
Parcels ≤1 ac 	1	3 SF	3 FT	Up to 1 Year		No
Parcels >1 acre 	1 sign + 1 additional sign for every 600 LF street frontage	32 SF	8 FT	Up to 1 Year, may be renewed twice for 3 years total		Yes
B. RESIDENTIAL PROPERTIES						
Sign Type	**Quantity**	**Max Sign Area**	**Maximum Height**	**Duration**	**Other Limitations**	**Permit**
Yard Sign 	1	3 SF	3FT	Up to 3 Months	Located on a developed residential lot	No
Neighborhood Sign 	1 sign per neighborhood entrance	3 SF	3 FT	Up to 1 Week	Located within neighborhood common area	No
New Subdivision Sign 	1 sign per street frontage	32 SF/sign	16 FT	Up to 3 years	Must be removed once all lots in subdivision are sold	Yes

Table 4: Temporary Sign Type Specifications *(cont'd)*

C. NON-RESIDENTIAL PROPERTIES

Sign Type	Quantity	Max Sign Area	Maximum Height	Duration	Other Limitations	Sign Permit
Special Promotion 	2 Wall-Mounted Banners	32 SF Total	N/A	Max 30 days per installation Max 4x per year	N/A	Yes, For Each Install
	2 Pole Mounted Banners "Swooper Signs"	32 SF per sign	15 FT		Max Width: 3 FT	
	1 A-frame or T-frame sign portable sign	6 SF	3 FT		N/A	

D. SPECIAL CONDITIONS – *In addition to temporary signage permitted by use/development character, the following signs are allowed when special conditions occur.*

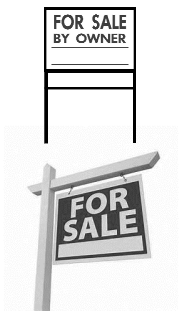
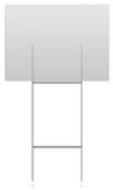
Property Type	Quantity	Max Sign Area	Maximum Height	Duration	Other Limitations	Sign Permit
Properties Under Construction	1	32 SF	8 FT	Building Permit: From Issuance until closed	Active building permit required	No
Properties listed for sale, lease, or rent						
≤ 1 acre 	1	6 SF	Free-Standing Sign: 5 FT Other Signs: N/A	While property is listed	N/A	No
> 1 acre 	1 sign + 1 sign for every additional 600 LF street frontage	32 SF	8 FT	While property is listed	N/A	Yes

Table 4: Temporary Sign Type Specifications *(cont'd)*

E. SPECIAL CONDITIONS *(cont'd)*						
Sign Type	**Quantity**	**Max Sign Area**	**Maximum Height**	**Duration**	**Other Limitations**	**Sign Permit**
Election Season, Non-Commercial Messages 	Not limited	Residential Zoning, adj. to Rural or Local Road: 16 SF Other: 32 SF	<7 FT	90 days prior to General Election and up to 15 days after Primary Election	See below	No
	Per ARS § 16-1019, such signs may be located within the City right-of-way provided they are not: 1. hazardous to public safety; 2. within a roadway median or traffic circle; 3. affixed to any City-owned utility pole, traffic control device or safety barrier; 4. located in a manner that interferes with the requirements of the Americans with Disabilities Act; 5. located in a designated commercial tourism, commercial resort, and hotel sign-free zone designated by the City Council pursuant to ARS §16-1019; and 6. otherwise in violation of a requirement found in this Section. Except as provided herein, such signs shall not be located on City-owned property, buildings, or structures.					
Grand Opening/New Business	Not limited. Includes banners, balloons, streamers, flags, pennants, and merchandise.	N/A	N/A	60 days within first 6 months of receiving a valid business license	See Grand Opening/New Business definition. Not permitted for Home Occupations.	No
Old Town A-frame	1 A-frame	6 SF	3 FT	Up to 1 year	Permitted for non-residential uses within the Old Town and Central Districts in the Old Town Specific Area Plan boundaries.	Yes
Resident Right of Way Sign 	4	6 SF	3 FT	4 days max, 4 x per year	For residents of Peoria with utility bill or other proof of address. Signs in ROW subject to same limitations as Election Season Signs	Yes

Sign Walker 	N/A	12 SF	6 FT	Daylight hours	Max Width: 6 FT See below	No
	• Shall not be located adjacent to local or collector roads in Residential Zoning Districts. • Shall be at least thirty (30) feet away from any street intersection or driveway entrance. • Shall not be located in any drive aisle, parking stall, driveway, or on sidewalks in a manner that provides less than a four (4) foot free and clear pathway for pedestrians. • Shall not be located within a median or on a street. • Shall not be located on walls, boulders, planters, other signs, vehicles, utility facilities, or any structure.					
Temporary Use 	1 Banner + 3 A-frame or T-frame Portable Signs	Banner: 24 SF A-frame: 6 SF	Banner: N/A A-Frame: 3 FT	For the duration of approved Temporary Use Permit	N/A	Temp. Use Permit

34.11 Administration

A. Permit Application. For signs requiring permits as described in this Section, a Sign Permit application shall be submitted to the Department, together with the required materials, and applicable fee, on an official form provided by the Department. The application shall satisfy the submittal requirements of the associated Process Guide for the appropriate sign type.

B. Permit Expiration. Permits issued by the City under the provisions of this Code shall expired and become void if the work authorized by such permit is not completed within 180 days from the date of issuance of said permit.

C. Permit Revocation. The Planning Manager or designee shall have continuing jurisdiction over all permits issued under the provisions of this Code and may revoke a permit if it was obtained by fraud or misrepresentation.

1. Notice of the City's decision to revoke a sign permit shall be provided to the property owner by first class mail, or delivered in person to any person responsible for the premises on which the sign is located, or if no responsible party can be identified, by affixing a copy of the notice in a conspicuous location at the entrance to the premises.

J. Nuisance. No permit issued under the provisions of this Code shall be deemed to constitute permission or authorization to maintain a public or private nuisance, nor shall such permit constitute a defense in an action to abate a nuisance.

References

Adopted by Ord. 2016-XX
Amended by Ord. No.
2016-XX

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 4.

Date Prepared: 11/16/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

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

FROM: John R. Sefton, Jr., Director

SUBJECT: 16th Annual Celebrate the Constitution Contest

Purpose:

This is a request for City Council to acknowledge the winners of the 16th Annual Celebrate the Constitution Contest.

Background/Summary:

For the past 16 years, the City of Peoria has organized a Constitution Contest for Peoria students as a way to celebrate the U.S. Constitution.

The purpose of the contest is to promote an understanding of the United States Constitution to school aged children. Grade-appropriate topics have been aligned to the K-12 Academic Standards for Social Studies. Students in kindergarten were tasked to create a poster illustrating what Freedom means to them. First through fourth grade students were asked to describe and illustrate a poster that explains how the Bills of Rights grant freedoms to the people of the United States. Fifth through eighth grade students were to compose an essay on why the US Constitution is important to the success of America. And finally, students in the ninth through twelfth grades submitted essays on how a representative democracy and constitutional republic is outlined in the constitution.

The entries were judged by select teachers, Youth Advisory Board Members, and City of Peoria representatives. The City Council will recognize the students selected as first, second, and third place in each category. All winners will receive gift certificates and a grand prize of a $1,500 college scholarship will be presented to a high school junior or senior.

ATTACHMENTS:

ContestFlyer

Contact Name and Number:

Kathleen Kresl, 623-773-7108

The City of Peoria's Sixteenth Annual

"Celebrate the Constitution" Contest

Winners will be awarded at the Peoria City Council Meeting on Tuesday, December 6th at 7 p.m.

First place: $100 gift certificate
Second place: $50 gift certificate
Third place: $25 gift certificate

Kindergarten

Create a poster: *"What does Freedom mean to me?"*

- *Illustrate your response on an 11" x 17" poster. No glitter please. Child-created only.*
- *Place your name, home address, phone number, grade, teacher's name, and school name on the back of the poster.*

First place: $200 gift certificate
Second place: $100 gift certificate
Third place: $50 gift certificate

First through Fourth

Create a poster and explanation: *"The Bill of Rights grant freedoms to the people of the United States. Illustrate two freedoms granted in the Bill of Rights."*
Prizes awarded for two groups – grades 1 & 2 and grades 3 & 4.

- *Illustrate your response on an 11" X 17" poster. No glitter please. Child-created only.*
- *On the back of the poster, include the following: Explain the 2 freedoms you illustrated in 2-4 sentences each.*
- *Place your name, home address, phone number, grade, teacher's name, and school name on the back of the poster.*

First place: $200 gift certificate
Second place: $100 gift certificate
Third place: $50 gift certificate

Fifth through Eighth

Essay subject: *"Why is the U.S. Constitution important to the success of America?"*
Prizes awarded for two groups – grades 5 & 6 and grades 7 & 8.

- *Essays with supporting claims must be typed on 2 pages or less (8.5" x 11" sheet, 1 side only, 1" margins, 12 point type).*
- *Place your name, home address, phone number, grade, teacher's name, and school name at the top of each page.*

First place: $200 gift certificate
Second place: $100 gift certificate
Third place: $50 gift certificate

Ninth through Twelfth

Essay subject: *"How is a representative democracy and constitutional republic outlined in the Constitution?"*
Prizes awarded for two groups – grades 9 & 10 and grades 11 & 12.

- *Essays must have supporting claims, logical reasoning, and evidence and be typed on 2 pages or less. (8.5" x 11" sheet, 1 side only, 1" margins, 12 point type.)*
- *Place your name, home address, phone number, grade, teacher's name, and school name at the top of each page.*

GRAND PRIZE
$1,500 COLLEGE SCHOLARSHIP
for 11th or 12th grade essay

The Peoria Unified School District neither endorses nor sponsors the organization or activity represented in this document. The distribution of this material is provided as a community service.

City of Peoria
COMMUNITY SERVICES

Entries due by Friday, November 4th to the teacher who assigned it or to the City of Peoria, Kathleen Kresl 623-773-7108, kathleen.kresl@peoriaaz.gov

Only Peoria residents are eligible.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 5C.

Date Prepared: 11/21/2016

Council Meeting Date: 12/6/2016

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 November 1, 2016 Regular Meeting minutes.

ATTACHMENTS:

11012016_Minutes

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
November 1, 2016

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

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

Members Absent: None.

Other Municipal Officials Present: Carl Swenson, City Manager; Julie Arendall, Deputy City Manager, Susan Daluddung, Deputy City Manager; Jeff Tyne, Deputy City Manager; Steve Burg, Acting City Attorney; Rhonda Geriminsky, City Clerk; Laura Krause, Human Resources Director; Bobby Ruiz, Fire Chief; and Scott Whyte, Economic Development Services Director.

Audience: No members of the public were present.

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

CONSENT AGENDA

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

Motion was made by Councilmember Hunt, seconded by Councilmember Finn, to approve the Consent Agenda. Upon vote, the motion carried unanimously 7 to 0.

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

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

(a) Legal advice from counsel, and discussion and instruction with legal counsel and staff regarding the status of the operating agreement with BioAccel, pursuant to A.R.S. §38- 431.03.A.3 and 38-431.03.A.4.
(b) Labor negotiations with the City of Peoria Police Supervisors Association and United Phoenix Fire Fighters Association Local 493 regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body pursuant to A.R.S. § 38-431.03.A.5.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:01 p.m.

EXECUTIVE SESSION AGENDA

2. An Executive Session was convened immediately following the 5:00 p.m. Special Meeting for the purpose of discussions and consultations with designated representatives of the public body and/or legal counsel in order to consider its position and instruct its representatives regarding:

(a) Legal advice from counsel, and discussion and instruction with legal counsel and staff regarding the status of the operating agreement with BioAccel, pursuant to A.R.S. §38- 431.03.A.3 and 38-431.03.A.4.
(b) Labor negotiations with the City of Peoria Police Supervisors Association and United Phoenix Fire Fighters Association Local 493 regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body pursuant to A.R.S. § 38-431.03.A.5.

Clerk's Note: In accordance with A.R.S. § 38-431.03(B), minutes of executive sessions must be kept confidential except as outlined in statute.

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 Finn 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.

Members Absent: Council Youth Liaisons Kaitlyn Edwards and Sam Owen.

Other Municipal Officials Present: Carl Swenson, City Manager; Julie Arendall, Deputy 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; Andy Granger, Development and Engineering Director; Katie Gregory, Management and Budget Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Stuart Kent, Public Works Director; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; Jennifer Stein, Office of Communications Director; Dawn Prince, Assistant to the City Manager; and Linda Blas, Deputy City Clerk.

Audience: Approximately ten members of the public were present.

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

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

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

3C. **Disposition of Absence**

Approved the absence of Council Youth Liaison Sam Owen from the Regular City Council Meeting held on October 18, 2016.

4C. **Minutes**

Approved the October 4, 2016 Regular Meeting minutes.

5C. **Board and Commission Appointments**

Approved the recommendations from the Council Boards and Commissions Subcommittee pertaining to the following appointments and reappointments, and adopted the Resolutions as presented:

- Adopted **RES. 2016-112** appointing Julia Smock as regular member of the Arts Commission to a partial term to expire June 2018;
- Adopted **RES. 2016-113** reappointing Michael Kwederis as a regular member of the Board of Adjustment to a term to expire in December 2020;
- Adopted **RES. 2016-114** reappointing George Johnson and Diane Alfonso as regular members of the Citizens Commission on Salaries for Elected City Officials to terms to expire in December 2020;
- Adopted **RES. 2016-115** reappointing Michelle Lehman as a regular member of the Economic Development Advisory Board to a term to expire in December 2020;
- Adopted **RES. 2016-116** reappointing Shelby Duplessis and Earl Guy as regular members of the Historic Preservation Commission to terms to expire in December 2020;
- 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;

- Adopted **RES. 2016-118** reappointing Shawn Hutchinson as a regular member of the Municipal Development Authority to a term to expire in November 2020 and appointing Kenneth Krieger as a regular member to a partial term to expire in November 2017;
- Adopted **RES. 2016-119** reappointing Bryan Patterson and Mitchell Bolnick as regular members of the Planning and Zoning Commission to terms to expire in December 2020; and
- Adopted **RES. 2016-120** reappointing Russ Lachance as a regular member of the Veterans Memorial Board to a term to expire in December 2020 and Luke Lukich as a regular member to a partial term to expire in December 2018.

6C. **Budget Adjustment, City Hall Campus Security Enhancements and Peoria Municipal Operations Center Fuel Island Project**

Approved a budget adjustment in the amount of $126,560 from the General Fund Contingency account to various accounts for City Hall campus security enhancements and the completion of the Peoria Municipal Operations Center Fuel Island project.

7C. **Deeds and Easements, Various Locations**

Adopted **RES. 2016-121** accepting Deeds and Easements for various Real Property interests acquired by the City.

REGULAR AGENDA

New Business:

8R. **General Plan Update Preview**

Chris Jacques, Planning and Community Development Director, presented regarding the upcoming major update to the General Plan.

Information included:

- Process overview
- Why we have a General Plan
- What is a General Plan
- Considerations for updating the General Plan

Lorie Dever, Senior Planner, discussed the opportunity to shape the vision of Peoria with the General Plan update. Ms. Dever summarized the topics of interest to be incorporated in the General Plan, including:

- Healthy community design
- Fiscal sustainability
- An interconnected City
- Implementation and administration

Discussion ensued regarding the General Plan document and layout.

Ms. Dever outlined the next steps in developing a new General Plan for Peoria. Information included:

- Project start-up
- Visioning and gathering input
- Development of draft General Plan
- Final draft General Plan

Discussion ensued regarding:

- General avenue for public outreach
- Stakeholders
- Living document subject to change

Council Action: No Council action required.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

9. **Council Calendar**

10. **Reports**

A. **Upcoming City Events Video**

A video presentation showcasing upcoming City events was displayed.

B. **ICMA Center for Performance Analytics Certificate of Excellence**

Katie Gregory, Management and Budget Director, announced that the City of Peoria was awarded a Certificate of Excellence from the International City/County Management Association Center for Performance Analytics. Ms. Gregory reported that the City of Peoria is 1 of 34 organizations across the country to achieve this recognition.

C. **American Planning Association Award - Peoria Sonoran Preservation Program**

Chris Jacques, Planning and Community Development Director, reported that the City of Peoria and the Peoria Sonoran Preservation Program was recognized as an award winner for “Best Master Plan/Project Study” by the Arizona Chapter of the American Planning Association at the 2016 State Conference.

D. **P83 Streetscape Phase 2 Project Update**

Andy Granger, Development and Engineering Director, gave a brief presentation on the progress of the P83 Streetscape Phase 2 Project, including construction photographs and rendered images of the project elements.

Information included:

- Additional landscape enhancements
- Additional wayfinding monuments and pylons
- Corner treatments
- Gateway entry monuments
- Plaza improvements across from Harkins Theater
- P83 freeway signs
- P83 bridge enhancements at Skunk Creek

Reports from City Council:

Councilmember Patena reported on his attendance at the Halloween Monster Bash. Councilmember Patena invited citizens to a dedication of the Veterans Memorial Wall on November 5, 2016 at Rio Vista Community Park. Councilmember Patena congratulated Katie Gregory and Chris Jacques for the awards they received on behalf of the City.

Councilmember Edwards reported on his continuing Lunch with a Councilmember event. Councilmember Edwards thanked the Youth Liaisons and the Liberty High School students who attended the event. Councilmember Edwards thanked City staff for a successful Halloween Monster Bash.

Vice Mayor Binsbacher reported on various community events held in the Mesquite District. Vice Mayor Binsbacher extended her congratulations to Katie Gregory and Chris Jacques for the awards they received on behalf of the City.

Councilmember Finn announced that the City of Peoria was ranked No. 7 in the America's Best 50 Cities to Live in the United States. Councilmember Finn reported on the Neighborhood Pride event held on October 22, 2016 in the Palo Verde District. Councilmember Finn thanked the Lowe's Home Improvement Store located on 83rd Avenue for their participation in the event. Councilmember Finn reminded residents to attend the ParkFest! event to be held at Kiwanis Park, located at 12687 North 78th Drive, on Saturday, November 19, 2016 beginning at 5:30 p.m. Councilmember Finn encouraged citizens to be informed voters before casting their votes in the upcoming November General Election.

Councilmember Hunt thanked City staff for Peoria's ranking as the seventh-best City to live in America. Councilmember Hunt recognized students from the Peoria High School Jobs for Arizona Graduates program for all the work they completed at the Community Garden. Councilmember Hunt invited residents to attend a birthday party celebration on

November 16, 2016 beginning at 5:30 p.m. for the Community Garden, located at 83rd Avenue and Madison Street. Councilmember Hunt thanked the participants at the Shred-a-Thon event held on October 2016 for their donations to the Peoria Firefighters Charities Holiday Toy Drive.

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone reminded citizens to attend the weekly Food Truck event.

Reports from the Mayor:

Mayor Carlat reminded residents to attend the unveiling of the Veterans Memorial Wall at Rio Vista Park on November 5, 2016.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:02 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 1st day of November, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 6th day of December, 2016.

(Seal)

_____
Rhonda Geriminsky, City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6C.

Date Prepared: 11/21/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

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

FROM: Rhonda Geriminsky, MMC, City Clerk

SUBJECT: Board and Commission Appointments

Purpose:

This is a request for City Council to appoint/reappoint board and commission members as recommended by the Council Boards and Commissions Subcommittee as follows:

Planning and Zoning Commission

Appoint Clayton Allsop as an alternate member to a partial term to expire in December 2019.

Youth Advisory Board

Appoint Cailet Popelier and Tristan Marsitto as regular members to partial terms to expire in June 2018 and appoint Timothy Fritz as an alternate member to a partial term to expire June 2017.

Background/Summary:

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

Previous Actions:

On November 15, 2016 the Council Boards and Commissions Subcommittee recommended appointments to various boards and commissions.

On November 16, 2016, a memorandum was submitted to Mayor and Council, outlining the appointment recommendations from the November 15, 2016 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

A. Appoint recommended board and commission members.

B. Continue recruitment efforts to fill the board and commission vacancies.

Staff Recommendation:

Discussion and possible action to approve the recommendations from the Council Boards and Commissions Subcommittee pertaining to the following appointments, and: (a) adopt **RES. 2016-130** appointing Clayton Allsop as an alternate member of the Planning and Zoning Commission to a partial term to expire in December 2019; and (b) adopt **RES. 2016-131** appointing Cailet Popelier and Tristan Marsitto as regular members of the Youth Advisory Board to partial terms to expire in June 2018 and Timothy Fritz as an alternate member of the Youth Advisory Board to a partial term to expire June 2017.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

If appointed, the newly appointed board/commission members will be invited to attend the January 10, 2017 City Council meeting to accept their Certificates of Appointment.

ATTACHMENTS:

Resolution No. 2016-130
Resolution No. 2016-131

Contact Name and Number:

Rhonda Geriminsky, MMC, City Clerk, 623-773-7340

RESOLUTION 2016-130

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING CLAYTON ALLSOP TO THE PLANNING AND ZONING COMMISSION AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Mitchell Bolnick, was reappointed from an alternate member to a regular member and there exists one alternate member vacancy on the Planning and Zoning Commission; and

WHEREAS, Clayton Allsop desires to be a member of and appointed to the Planning and Zoning Commission; and

WHEREAS, the Mayor and City Council of the City of Peoria desire to confirm said appointment of Clayton Allsop as an alternate member to the City of Peoria Planning and Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Clayton Allsop is appointed as an alternate member to the City of Peoria Planning and Zoning Commission.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

Clayton Allsop	December 2019

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 6th day of December, 2016.

CITY OF PEORIA, an Arizona municipal corporation

_____
Cathy Carlat, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, City Clerk

Approved as to Form:

_____
Stephen J. Burg, Acting City Attorney

Effective Date: _____

RESOLUTION 2016-131

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING CAILET POPELIER, TRISTAN MARSITTO AND TIMOTHY FRITZ TO THE YOUTH ADVISORY BOARD AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Joie Duplessis and Isaac Havir have resigned and Kalima Nameth has three or more unexcused absences and there exists three vacancies on the Youth Advisory Board; and

WHEREAS, Cailet Popelier, an alternate member, desires to be a regular member of the Youth Advisory Board; and

WHEREAS, Tristan Marsitto and Timothy Fritz desire to be members of and appointed to the Youth Advisory Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desire to confirm said appointments of Cailet Popelier and Tristan Marsitto as regular members and Timothy Fritz as an alternate member to the City of Peoria Youth Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Cailet Popelier and Tristan Marsitto are appointed as regular members and Timothy Fritz is appointed as an alternate member to the City of Peoria Youth Advisory Board.

BE IT FURTHER RESOLVED that said appointments shall expire as follows:

Cailet Popelier	June 2018
Tristan Marsitto	June 2018
Timothy Fritz	June 2017

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 6th day of December, 2016.

CITY OF PEORIA, an Arizona municipal corporation

_____
Cathy Carlat, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, City Clerk

Approved as to Form:

_____
Stephen J. Burg, Acting City Attorney

Effective Date: _____

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 7C.

Date Prepared: 11/15/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

THROUGH: Julie Ayers, Deputy City Manager

FROM: Brent Mattingly, Chief Financial Officer

SUBJECT: Intergovernmental Agreement, City of Phoenix, Tax Analysis and Reporting Functions

Purpose:

This is a request for City Council to approve entering into an Intergovernmental Agreement (IGA) between the City of Peoria and the City of Phoenix for tax reporting functions.

Background/Summary:

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. Section 42-6001. That statute was modified for the purpose of "tax simplification" with the passage of House Bill 2111 in 2013 and House Bill 2389 in 2014. This statute requires the ADOR to administer Arizona cities' transaction privilege and use tax (TPT).

ADOR's administration for cities such as Peoria is predicated on ADOR having the capability to provide an electronic means for collecting and distributing detailed taxpayer information. The City of Phoenix has developed a hosted municipal tax business intelligence system to provide cities enhanced access to their taxpayer information in a format that will facilitate data analysis by city staff. Each city will only have access to their own city's tax data supplied by ADOR. Sample data types include various reports on taxpayer licenses, tax payments, non-payment reports, etc. This IGA was developed by the City of Phoenix and is being utilized by other cities and towns in Arizona. It can be terminated by either party at any time.

Previous Actions:

The City of Peoria has adopted an IGA with the Arizona Department of Revenue regarding the administration of tax and license functions.

Options:

A: Approve entering into an Intergovernmental Agreement between the City of Peoria and the City of Phoenix for certain tax analysis and reporting functions.

B: Do not approve entering into an Intergovernmental Agreement between the City of

Peoria and the City of Phoenix for certain tax analysis and reporting functions.

Staff Recommendation:

Discussion and possible action to approve an Intergovernmental Agreement with the City of Phoenix for certain tax analysis and reporting functions.

Fiscal Analysis:

The cost of this agreement can be paid for within the Finance Department's existing budget. This includes a one-time setup fee of $8,000 and an ongoing annual maintenance charge of $1,450 to reimburse the City of Phoenix for its cost of operating the database system. Either party may cancel this agreement without penalty or further obligation.

ATTACHMENTS:

Intergovernmental Agreement between the City of Peoria and the City of Phoenix

Contact Name and Number:

Brent Mattingly, CFO, x7134

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF PEORIA

AND

THE CITY OF PHOENIX

THIS AGREEMENT is entered into this _____ day of _____, 2016, pursuant to Arizona Revised Statutes (ARS) §11-952, between the **City of Peoria** acting by and through its city council and the **CITY OF PHOENIX ("PHOENIX")**, acting by and through its City Council. ARS. §42-6001 establishes that the Arizona Department of Revenue (DOR) will collect and administer municipal privilege, transaction and use taxes ("Taxes") for all Arizona cities and towns. As part of their administration of the Taxes, DOR shall provide each city or town access to data covering the amount of Taxes reported and the amount of Taxes distributed to that specific city and town. The purpose of this Agreement is to provide PHOENIX the mechanism to allow other cities and towns to cooperatively use the PHOENIX hosted and developed municipal tax dashboards on the PHOENIX Business Intelligence system ("System").

RECITALS

1. City of Peoria is authorized by _____, and the Peoria Tax Code Section Sec. __-510 to enter into this Agreement.

2. PHOENIX is authorized by City Charter, Chapter 2, Section 2, and PHOENIX Tax Code Sec. 14-510 to enter into this Agreement.

3. This Agreement establishes the structure whereby other cities and towns access the System, reimburse PHOENIX for its cost of investment in the System, and share the costs of future continued cooperative use of the System.

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

I. SCOPE OF AGREEMENT

1. System is already in place with dashboards providing municipal tax data furnished by DOR.

2. Peoria agrees that PHOENIX will maintain and administer the System.

3. PHOENIX will provide System availability during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays.

4. External users will have a City of Phoenix Active Directory and VPN account created for access to the dashboards. This requires that external users have the appropriate background checks from their organizations that meet or exceed screening requirements established by ARS §41-4401.

5. Support services will be provided via telephone helpline during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays. Users will report system errors to Support Services.

6. Outages due to scheduled or emergency network, software and/or hardware maintenance will be broadcast to authorized users when possible in advance via

email. All reasonable attempts will be made to get the System diagnosed and operational within twenty-four (24) hours.

7. PHOENIX will allow Peoria to only use System to access Peoria Taxes data supplied by DOR.

8. Peoria will be billed by and shall reimburse PHOENIX, in advance of its access to Peoria data, the sum of $8,000.00 as its share of the cost for the System.

9. Peoria will be billed $1,450.00 annually as its share for the operational cost of cooperative use of the System, which shall be due thirty (30) days from the invoice date.

10. All activities relating to the provisions set forth in this Agreement are to be coordinated between the municipal tax officers or their designees.

11. Any failure of the System resulting from negligence by Peoria is a breach this Agreement.

12. Municipal tax data hosted by PHOENIX and presented in the System is confidential information and may not be distributed or copied except as permitted by ARS §42-2003. The data sources are furnished by the DOR and are considered confidential information as defined in ARS §42-2001. PHOENIX does not control and cannot guarantee the relevance, timeliness, or accuracy of this data and provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of furnished data. Sample data types include, but may not be limited to:

Reports	Description
New License Report	Demographic information about taxpayers that have completed a Joint Tax Application with DOR, that have a location or expect to have taxable activity within that city/town.
License Update Report	Demographic information for Taxpayers that have had a change made to their account and have a location or have that city's/town's region code on their profile.
City Payment Journal Detail Report	Detailed information about money that is distributed to the city/town, including the taxpayer, business code and period covered for each distribution.
No Money Report	Detailed information about a taxpayer that has filed a net zero return for that city/town or has not paid any money for the return for the period covered by GL Accounting month.
Deduction Report	Detailed information about deductions that taxpayers have taken for activity within the city/town. The report will reflect the deductions taken for each location and each business code for the city.
Fund Distribution Report	Detailed information about money that is distributed to the city/town at the Fund Level, including the taxpayer, location code, business code and tax period covered for each distribution.

13. The System supports five TPT Simplification dashboards listed below:

	Dashboard Description
Centralized Payment Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town (City Payment Journal Detail from DOR) by DOR, including the taxpayer, business code and tax period covered for each distribution.
Centralized License Analysis	This dashboard provides visualization and detailed demographic information (License Update Report and New License Report from DOR) for taxpayers that have a taxable location in Arizona.

Centralized Fund Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town at the Fund Level (Fund Distribution Report from DOR), including the taxpayer, location code, business code and period covered for each distribution.
Centralized Deduction Analysis	This dashboard provides visualization and detailed information about deductions (Deduction Report from DOR) that taxpayers have taken on their returns. The report reflects deductions taken for each location and each business code by jurisdiction.
Centralized No Payment Analysis	This dashboard provides visualization and detailed information about a) taxpayers that have filed a no activity/zero return b) taxpayers that have not filed a return for a location for a city and c) taxpayers that have filed a return but failed to remit payment. The source is the No Money Report from DOR.

14. The System supports the three user security models listed below. Each city/town will select one of the three security profiles below for each user that they designate for System access. Peoria acknowledges that each individual user should be assigned the lowest level of security needed depending on their job duties. Peoria also acknowledges that information obtained from DOR, and displayed by Phoenix, is confidential information and may only be disclosed as authorized by ARS§ 42-2003. Should PHOENIX become aware of unauthorized use or disclosure of confidential information, all users shall be revoked and this agreement shall terminate upon notice to Peoria.

Security Model	Security Model Description
Restricted	This role for management staff allows access to the summary level data view for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.

Mid-Level	This role for accounting staff allows access to the summary and detail level data views for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Full Access	This role for audit/enforcement/supervisory user staff allows access to the summary and detail level data views for financial dashboards (Centralized Fund Analysis) for the user's jurisdiction and access to the Centralized Payment Analysis, Centralized License Analysis, Centralized Deduction Analysis, and No Payment Analysis dashboards for any jurisdiction, subject to pre-existing limitations outside of this Agreement.

II. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective on the date of execution and shall continue in full force and effect until it is terminated either by mutual agreement of the parties or by either party giving the other at least thirty (30) calendar days advance written notice of termination of the Agreement, which notice shall specify the date of termination.

2. Peoria or PHOENIX may cancel this Agreement at any time without penalty or further obligation. No pro-rata refund will be returned.

3. This Agreement is subject to the cancellation provisions of ARS §38-511.

4. Cancellation pursuant to either Paragraphs 2 or 3 above shall be effective when written notice from the chief executive officer of one city/town is received by the other party to this Agreement, unless the notice specifies a later time.

5. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) whether direct or indirect (hereinafter collectively referred to as "Claims") arising out of System use, 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.

6. Peoria and PHOENIX both have an intergovernmental agreement with the State of Arizona whereby each obtains taxpayer information from the State subject to the conditions set forth in the intergovernmental agreement, including those pertaining to confidentiality as defined in ARS §42-2001, and that confidential information may not be disclosed except as provided by statute, ARS §42-2001(B). To the extent that information being utilized by Peoria and hosted by PHOENIX may have been obtained initially from the State, each agrees to abide by the terms and conditions set forth in their respective intergovernmental agreements with the State of Arizona.

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

City of Peoria

Attn:

_____

_____

CITY OF PHOENIX
Finance Department, Tax Division
Attn: Tax Administrator
251 W. Washington Street, 3rd Floor
Phoenix, AZ 85003

8. This Agreement contains the entire understanding between the parties, and no statements, promises or inducements made by either party, their agents or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each party hereto.

9. The failure to exercise any right, power or privilege under this Agreement shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege.

10. In the event that any provision, or any portion of any provision, of this Agreement is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision which can be given effect without the invalid provision and to this end the provisions of this Agreement shall be deemed to be severable.

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

CITY OF PHOENIX
a municipal corporation

ED ZUERCHER, City Manager

By_____
ED ZUERCHER

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA TO THE CITY OF PHOENIX

_____
City Attorney

City Of Peoria
a municipal corporation

NAME, City Manager

By_____
NAME

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA TO THE CITY OF PEORIA

_____
City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 8C.

Date Prepared: 11/14/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Professional Services Contract, Matrix Design Group Inc., General Plan Update

Purpose:

This is a request for the City Council to authorize the City Manager to execute a professional service agreement with Matrix Design Group, Inc., in an amount not to exceed $350,000 for consulting services for the General Plan Update.

Background/Summary:

The General Plan is an essential, all-encompassing vision that influences the location, type, and quality of growth and redevelopment occurring within the City. The last substantive update to the Peoria General Plan occurred in 2009 and was ratified by the voters in 2010. Since then, Peoria has experienced an evolving economic landscape, along with meaningful growth and physical development. Additionally, advancements in technologies, and efforts in the areas of sustainability, diversification of workforce, and quality of life are now topics at the forefront of the conversation which impact land use decisions. The City believes now is the time to develop a new General Plan that is visionary and responsive to the next twenty (20) planning horizon and through to build out.

Consultant Selection

On September, 2016, the City issued a Request for Proposals (RFP) for professional services for the General Plan Update. A selection committee comprised of Planning and Community Development, Development and Engineering, and Office of Communication staff reviewed the proposals. Selection criteria included direct experience on similar projects, technical competence, understanding of the project's scope, approach to the work, qualification of proposed staff, and the ability to meet required time frames.

Established in 1999, Matrix Design Group, Inc. (Matrix) is an interdisciplinary planning and engineering firm that provides professional services to local, state, and federal governments; the Department of Defense (DOD); private sector entities; and other agencies / organizations. Relevant project experience includes assisting with the general plan updates for the City of Glendale, Arizona, the Village of Glenview, Illinois, the City of Buckeye, Arizona, and the City of Surprise, Arizona.

Matrix's philosophy to community planning focuses on engaging the community to develop integrated solutions designed to build a livable, healthy and resilient community. The proposed project team has a history of providing multi-level outreach programs that engages the broad spectrum of stakeholders, including families, seniors, youth, and other hard-to-reach demographics. They have a multi-disciplinary staff that is active and responsive, and they have extensive experience in development of General Plans and planning regulations for cities and counties around the nation. References were contacted and all respondents reported the firm's work was completed in a timely and professional manner while maintaining consistent high quality.

The new General Plan is targeted for City Council's consideration in May 2018.

Previous Actions:

No previous actions.

Options:

A : Approve a design contract in the amount of $350,000 with Matrix Design Group Inc. to provide professional services for the General Plan Update project.

B: Deny a design contract in the amount of $350,000 with Matrix Design Group Inc. to provide professional services for the General Plan Update project. This option would delay the project.

Staff Recommendation:

Discussion and possible action to authorize the City Manager to execute a professional service agreement with Matrix Design Group, Inc., in the amount not to exceed $350,000 for consulting services for the General Plan Update.

Fiscal Analysis:

Funding for consultant services for the General Plan Update project is programmed in the FY2017 budget in the following account: Other Professional Services (1000-0610-520099)

Contact Name and Number:

Chris M. Jacques, Planning Director, (623) 773-7609

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 9C.

Date Prepared: 11/17/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Contract, MGC Contractors, Inc., Ventana Well Booster Rehabilitation

Purpose:

This is a request to approve a contract with MGC Contractors, Inc. for a guaranteed maximum price of $2,533,758 to construct the Ventana Well Booster Rehabilitation project.

Background/Summary:

The City's FY2017-FY2026 Capital Improvement Program includes the Ventana Well Booster Rehabilitation project that provides funding for the full rehabilitation of the existing Ventana Well Site 1.

Ventana Well Site 1 has been owned and operated by the City of Peoria since the mid 1980's. As water facilities age they require ongoing maintenance and rehabilitation efforts to continue to provide quality water to the area. This includes the rehabilitation of reservoirs, booster pumps, electrical equipment and all associated site improvements. In addition, the update of site security, communication, and monitoring equipment takes advantage of new technology allowing for more efficient, safe and cost effective operation.

Construction of this project will bring the site up to current City standards while providing increased operational efficiency and water system redundancy in the Ventana Lakes area.

After the completion of this site, City staff also intends to rehabilitate Ventana Well Site 2. This well is also approximately thirty years old, and while it has been maintained during that period it is in need of upgrades to get consistent with current standards. The FY2017-FY2026 CIP includes funding for the rehabilitation of both sites. Because of Well Site 2's proximity to other projects going on in the area (Beardsley Channel, Trunk Sewer Rehabilitation), it is being timed for construction at the same time to reduce impact on the public.

A summary of the proposed improvements include the rehabilitation of:

- Booster Pump Station
- Storage Reservoir

- Associated Electrical, Instrumentation and SCADA
- Associated Piping and Valves
- Disinfection System
- Access Road, Gates and Site Wall

Construction of this project is expected to be completed by the end of FY17. Ventana Well Site 2 will be completed in early calendar year 2018.

Previous Actions:

The City Attorney's Office, Materials Management Division, and the Engineering Department administratively approved all previous contractual items.

Options:

Staff recommends approval of the contract with MGC Contractors, Inc.

Staff Recommendation:

Discussion and possible action to approve the contract with MGC Contractors, Inc., for a guaranteed maximum price of $2,533,758 to construct the Ventana Well Booster Rehabilitation project.

Fiscal Analysis:

There is funding available in the FY2017 CIP for construction of the Ventana Well Booster Rehabilitation improvements. Payments will be made from the Water Fund, Water System Account 2050-2140-543002-CIPWR-UT00394 in the amount of $2,533,758.

Narrative:

Approval of the Ventana Well Booster Rehabilitation contract will allow construction of these improvements to begin January 2017. The project will be completed by the end of FY2017.

ATTACHMENTS:

Vicinity Map
Location Map

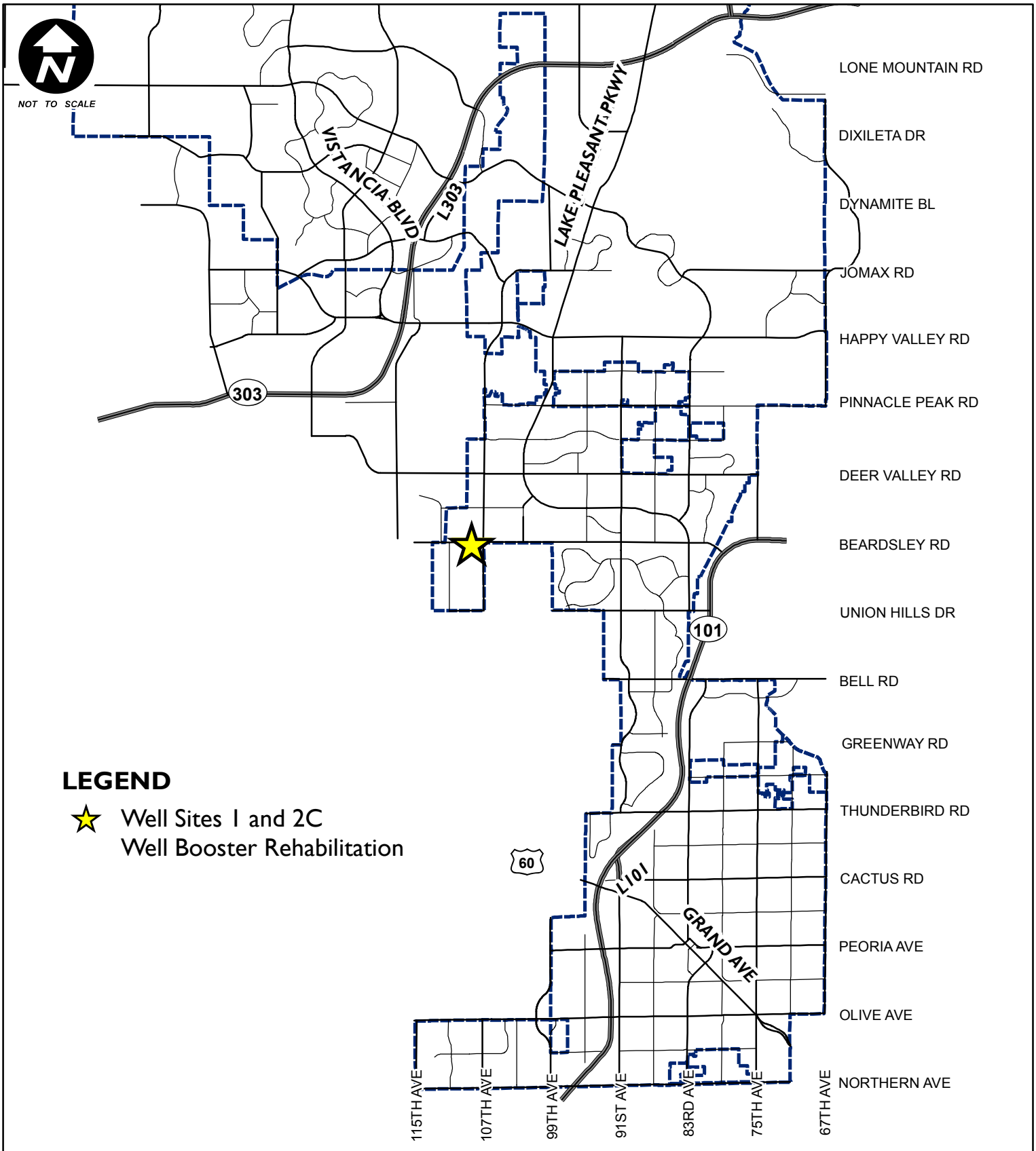
Contact Name and Number:

Chris Sterne, P.E., Civil Engineer, x7237

City of Peoria
DEVELOPMENT AND ENGINEERING

FY 2017 Capital Improvement Program
Ventana Well Booster Rehabilitation

Vicinity Map



LEGEND

★ Well Sites 1 and 2C
Well Booster Rehabilitation

City of Peoria
DEVELOPMENT & ENGINEERING

FY 2017 Capital Improvement Program
Ventana Well Booster Rehabilitation

Location Map



LEGEND

Site 1 Well Booster Rehabilitation

Site 2C Well Rehabilitation

GIS
GEOGRAPHIC INFORMATION SYSTEMS
City of Peoria Arizona

NOTE
Map based on imprecise source Information, subject to change and FOR GENERAL REFERENCE ONLY.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C.

Date Prepared: 11/21/2016 Council Meeting Date: 12/6/2016

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. 2016-134** 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. 2016-134

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.

Vistancia Village D Off-Site Sanitary Sewer Vistancia Maintenance Corpration EASEMENT FOR PUBLIC SEWER LINE Maricopa County Recording No. 20160851201 (Project No. R160026/ Deed16-024)	SE of Lone Mountain & El Mirage Rd. in the 300' CAP Easement
Vistancia Village D Off-Site Sanitary Sewer Vistancia 580 Commercial, LLC EASEMENT FOR PUBLIC SEWER LINE Maricopa County Recording No. 20160851202 (Project No. R160026/ Deed16-025)	SE of Lone Mountain & El Mirage Rd. in the 300' CAP Easement
Vistancia Village D Off-Site Sanitary Sewer Vistancia South, LLC EASEMENT FOR PUBLIC SEWER LINE Maricopa County Recording No. 20160851203 (Project No. R160026/ Deed16-026)	SE of Lone Mountain & El Mirage Rd. in the 300' CAP Easement
Vistancia Village D Off-Site Sanitary Sewer	SE of Lone Mountain &

Vistancia South, LLC EASEMENT FOR PUBLIC SEWER LINE Maricopa County Recording No. 20160851204 (Project No. R160026/ Deed16-027)	El Mirage Rd. in the 300' CAP Easement

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 6th day of December, 2016.

_____
Cathy Carlat, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen J. Burg, Acting City Attorney

Effective Date: _____

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11C.

Date Prepared: 11/17/2016 Council Meeting Date: 12/6/2016

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, Peoria Mini Storage, 95th Avenue and 96th Avenue

Purpose:

This is a request for City Council to approve a Final Plat of Peoria Mini Storage, located on 95th Avenue and 96th Avenue, 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 stipulation:

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 combine multiple lots into one within an existing commercial development. This development is within the City's water/sewer service area.

Previous Actions:

There has been no previous action.

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 bringing this property into compliance.

B: The other option would be to formally approve the Final Plat and allow this property to be brought into compliance.

Staff Recommendation:

Discussion and possible action to approve the Final Plat for Peoria Mini Storage, located at 95th Avenue and 96th Avenue, 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

FINAL PLAT FOR

"PEORIA MINI STORAGE"

A RE-PLAT OF LOTS 22 & 24, AND PORTIONS OF LOTS 23 & 25 OF SUNTOWN CENTER, RECORDED IN BOOK 167 OF MAPS, PAGE 13, M.C.R. TOGETHER WITH A PORTION OF THE EAST 330 FEET OF THE SOUTH HALF, LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21 TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

KNOWN ALL MEN BY THESE PRESENTS:

SUSAN S. WAGNER, AS OWNER, DOES HEREBY PUBLISH THIS RE-PLAT OVER A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21 TOWNSHIP 3 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 PEORIA MINI STORAGE, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF SUNTOWN CENTER (M.C.R. BOOK 167, PAGE 13) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS RE-PLAT, WITH THE EXCEPTION OF THOSE EASEMENTS FOR PUBLIC UTILITIES OVER PORTIONS OF LOTS 22 THROUGH 25 WHICH HAVE BEEN SHOWN ON THIS PLAT AS "ABANDONED HEREON" AND WHICH THE CITY OF PEORIA HEREBY RELEASES AND ABANDONS WITH THE APPROVAL OF THIS PLAT.

SUSAN S. WAGNER, AS OWNER, HEREBY DEDICATE TO THE CITY THE 95TH AVENUE AND 96TH AVENUE RIGHTS-OF-WAY AS SHOWN HEREON, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN THE 95TH AVENUE AND 96TH AVENUE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE OWNER. 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 WITH THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AN 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.

IN WITNESS WHEREOF,

SUSAN S. WAGNER, TRUSTEE OF THE SUSAN S. WAGNER TRUST DATED 2/23/89, AS OWNER, HAS HERE UNDER CAUSED HER NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY SIGNATURE.

SIGNATURE: [redacted] DATE 10-11-16

SUSAN S. WAGNER ()
TRUSTEE OF THE SUSAN S. WAGNER
TRUST DATED 2/23/89

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss

ON October 11, 2016 BEFORE ME, Moon R. Waterbury, Notary Public
PERSONALLY APPEARED Susan S. Wagner WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN HER AUTHORIZED CAPACITY, AND THAT BY HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

MOON R WATERBURY
Commission # 2110981
Notary Public - California
San Diego County
My Comm. Expires Feb 22, 2019

SIGNATURE [redacted]

CITY 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 EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE OWNER.

4. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" 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. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.

9. 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.

DESCRIPTION

RECORD DESCRIPTION PER WARRANTY DEED DOCUMENT NUMBER 20030427323, MARICOPA COUNTY RECORDS

PARCEL NO. 1:
LOTS 22 THROUGH 25, INCLUSIVE, SUNTOWN CENTER, ACCORDING TO BOOK 167 OF MAPS, PAGE 13 AND AFFIDAVIT OF CORRECTION RECORDED IN DOCKET 10648, PAGE 682, RECORDS OF MARICOPA COUNTY ARIZONA;
EXCEPT ANY PORTION OF SAID LOT 23 LYING WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND, EXCEPT ANY PORTION OF SAID LOT 25 LYING WEST OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID POINT BEARS WEST, A DISTANCE OF 330 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 21;
THENCE NORTH 01 DEGREES 59 MINUTES 03 SECONDS EAST AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 TO ITS INTERSECTION WITH THE NORTH BOUNDARY OF SAID SUNTOWN CENTER SUBDIVISION, ALSO BEING KNOWN AS THE WEST BOUNDARY OF THE EAST 1/3 OF THE SOUTH 1/2 OF THE EAST 60 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION 21.

PARCEL NO. 2:
THE EAST 330 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS MEASURED PARALLEL TO THE NORTH-SOUTH MIDSECTION LINE AND LYING NORTHWESTERLY OF SUNTOWN CENTER, ACCORDING TO BOOK 167 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA.

SURVEYORS NOTES

1) THE BASIS OF BEARING IS THE MONUMENT LINE OF 95TH AVENUE, ALSO BEING THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 21, USING A BEARING OF SOUTH 01 DEGREE 59 MINUTES 03 SECONDS WEST PER THE SUBDIVISION MAP OF SUNTOWN CENTER, RECORDED IN BOOK 167 OF MAPS, PAGE 13, MARICOPA COUNTY RECORDS.

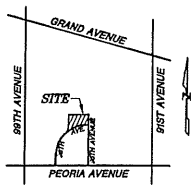
2) ALL TITLE INFORMATION AND THE DESCRIPTION SHOWN IS BASED ON A REPORT OF TITLE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, FILE NUMBER 01843646, DATED JANUARY 28, 2016.

FLOOD PLAIN CERTIFICATION

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C1685L, DATED OCTOBER 16, 2013, THE SUBJECT PROPERTY IS LOCATED IN ZONE X. ZONE X IS DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

SURVEYOR

SUPERIOR SURVEYING SERVICES INC.
12415 N. 23RD AVENUE
PHOENIX, ARIZONA 85027
(623) 889-0223



VICINITY MAP

NOT TO SCALE

OWNER

SUSAN S. WAGNER, TRUSTEE OF THE SUSAN S. WAGNER TRUST DATED 2/23/89
1854 SEAVIEW AVENUE
DEL MAR, CA 92014
A.P.N.'s: 142-52-002G, 142-52-028, 142-52-029A, 142-52-030, & 142-52-031A

AREA TABLE

LOT 1	45,058 SQ. FT. 1.034 ACRES
RIGHT-OF-WAY DEDICATION	398 SQ. FT. 0.009 ACRES
TOTAL SUBDIVISION AREA	45,456 SQ. FT. 1.043 ACRES

APPROVALS

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA THIS ____ DAY OF _____, 2016.

BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
CITY CLERK

APPROVED: _____ DATE: _____
CITY ENGINEER

REFERENCES

GENERAL LAND OFFICE RECORDS ON FILE WITH THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

SUBDIVISION OF "SUNTOWN CENTER" RECORDED IN BOOK 167 OF MAPS, PAGE 13, MARICOPA COUNTY RECORDS

MINOR LAND DIVISION RECORDED IN BOOK 623 OF MAPS, PAGE 17, MARICOPA COUNTY RECORDS

MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY IN BOOK 863 OF MAPS, PAGE 7, MARICOPA COUNTY RECORDS

BOUNDARY SURVEY IN BOOK 944 OF MAPS, PAGE 7, MARICOPA COUNTY RECORDS

RECORD OF SURVEY IN BOOK 1070 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS

DOCKET 11651, PAGE 133, & PARTIAL TERMINATION AND ABANDONMENTS IN 20130067901, & 20130186980, M.C.R.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2016, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE 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.

RANDY S. DELBRIDGE
R.L.S. 18214
OCTOBER 5, 2016

[redacted]

#R160036

FINAL PLAT FOR
PEORIA MINI STORAGE
A RE-PLAT OF A PORTION SUNTOWN CENTER

21415 N. 23rd Avenue, Phoenix, AZ 85027
623-869-0223 Office 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

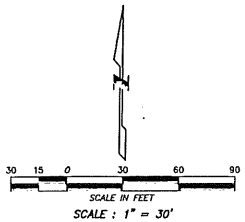
SUPERIOR
SURVEYING SERVICES, INC.

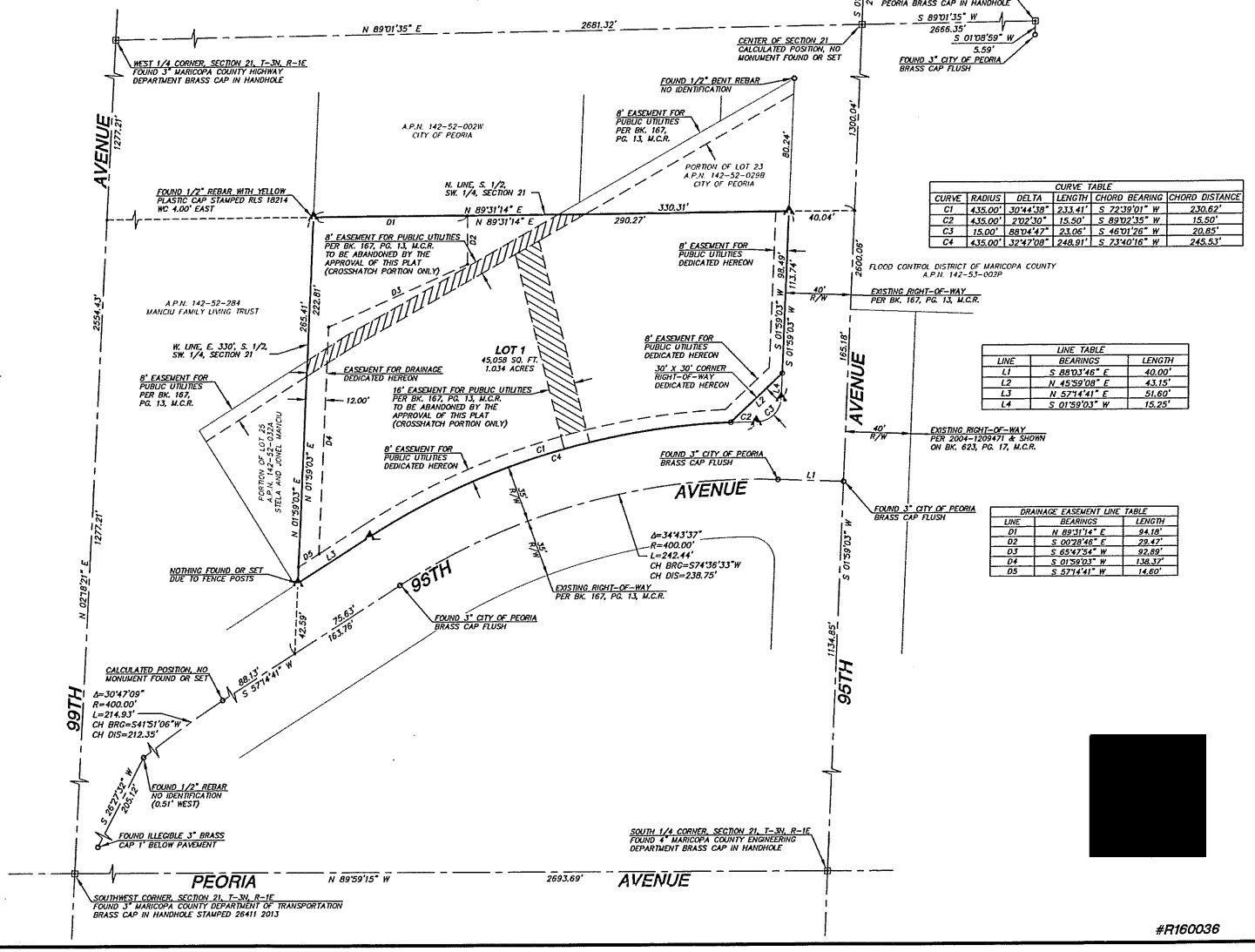
DWG A.W. CHK. RD
SHEET 1 OF 2
DATE: 10/6/16
JOB NO.: 160307

FINAL PLAT FOR

"PEORIA MINI STORAGE"

A RE-PLAT OF LOTS 22 & 24, AND PORTIONS OF LOTS 23 & 25 OF SUNTOWN CENTER, RECORDED IN BOOK 167 OF MAPS, PAGE 13, M.C.R. TOGETHER WITH A PORTION OF THE EAST 330 FEET OF THE SOUTH HALF, LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21 TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.





LEGEND

———	BOUNDARY LINE
— — —	CENTER LINE OR MONUMENT LINE
———	RIGHT OF WAY LINE
———	EASEMENT LINE
▲	INDICATES CORNER OF THIS SUBDIVISION FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED 18214 (UNLESS OTHERWISE NOTED)
⊕	INDICATES NEW LOT CORNER SET 1/2" REBAR WITH CAP STAMPED 18214
WC	WITNESS CORNER
A.P.N.	ASSESSOR PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDER
R/W	RIGHT-OF-WAY
BK.	BOOK
PG.	PAGE

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	435.00'	30°44'38"	233.41'	S 72°39'01" W	230.62'
C2	435.00'	2°02'30"	15.50'	S 89°02'35" W	15.50'
C3	15.00'	88°04'47"	23.06'	S 46°01'26" W	20.85'
C4	435.00'	32°47'08"	248.91'	S 73°40'16" W	245.53'

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	S 88°03'46" E	40.00'
L2	N 45°59'08" E	43.15'
L3	N 57°14'41" E	51.60'
L4	S 01°59'03" W	15.25'

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARINGS	LENGTH
D1	N 89°31'14" E	94.18'
D2	S 00°28'46" E	29.47'
D3	S 65°47'54" W	92.89'
D4	S 01°59'03" W	138.37'
D5	S 57°14'41" W	14.60'

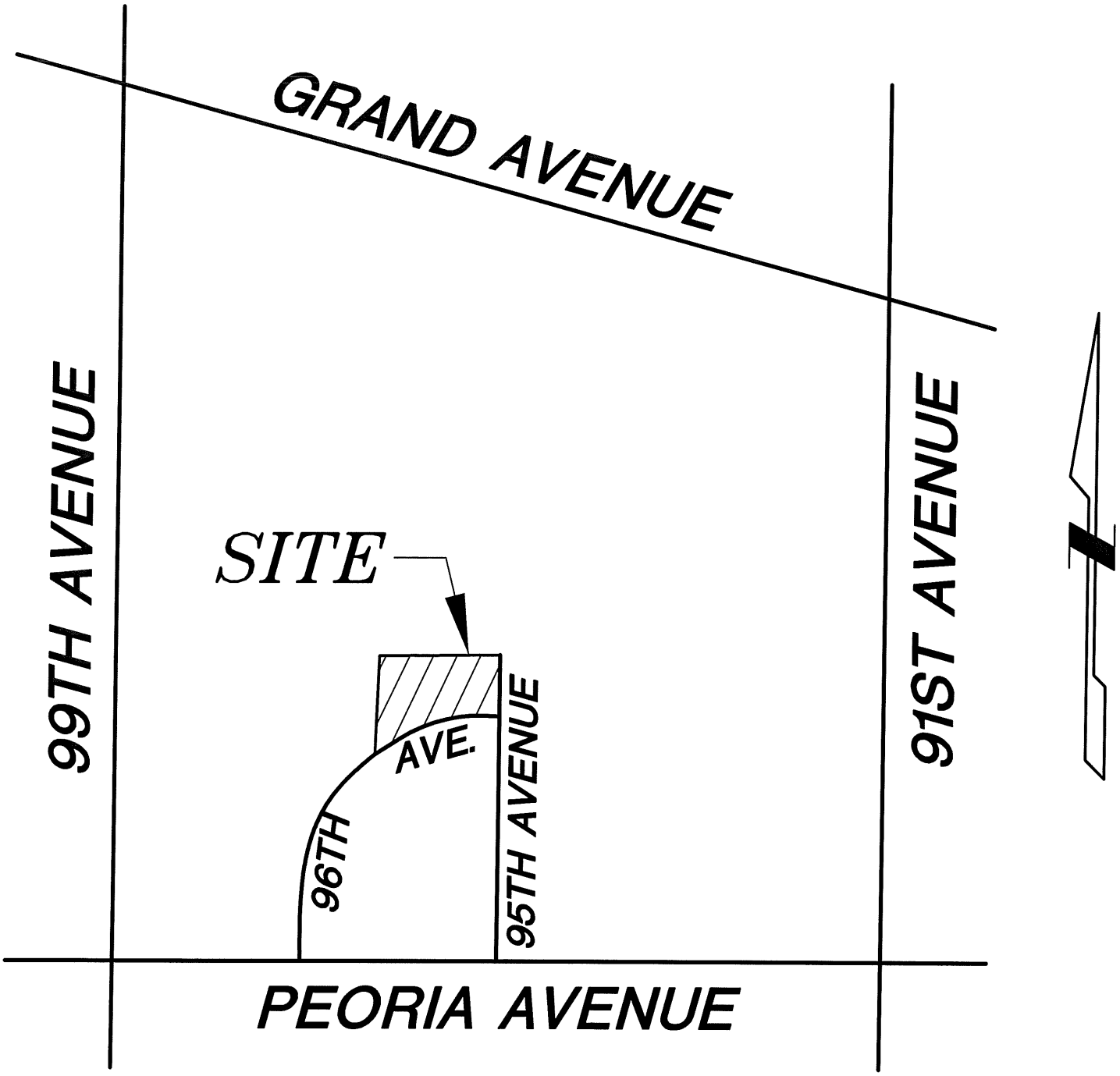
[redacted]

#R160036

FINAL PLAT FOR
PEORIA MINI STORAGE
A RE-PLAT OF A PORTION SUNTOWN CENTER

SUPERIOR SURVEYING SERVICES, INC.
21415 N. 23rd Avenue, Phoenix, AZ. 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DWG A/W CHK: RO
SHEET 2 OF 2
DATE: 10/5/16
JOB NO.: 160307



VICINITY MAP

NOT TO SCALE

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12C.

Date Prepared: 11/17/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Replat, The Meadows – Parcel 12B, Lots 1 & 2, Williams Road and Lake Pleasant Parkway

Purpose:

This is a request for City Council to approve a Replat of The Meadows – Parcel 12B, Lots 1 & 2, located on Williams Road and Lake Pleasant Parkway, and authorize the Mayor and City Clerk to sign and record the Replat with the Maricopa County Recorder's Office subject to the following stipulation:

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

Background/Summary:

The purpose of the Replat is to plat two residential lots within an existing subdivision. This development is within the City's water\sewer service area.

Previous Actions:

The Final Plat for The Meadows – Parcel 12B was recorded in Book 1229, Page 15.

Options:

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

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

Staff Recommendation:

Discussion and possible action to approve the Replat of The Meadows – Parcel 12B, Lots 1 & 2, located at Williams Road and Lake Pleasant Parkway, subject to stipulations.

Fiscal Analysis:

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

Narrative:

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

ATTACHMENTS:

Exhibit 1: Replat
Exhibit 2: Vicinity Map

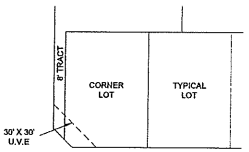
Contact Name and Number:

Jodi Breyfogle, PE: 623-773-7577

REPLAT OF

"THE MEADOWS - PARCEL 12B, LOTS 1 & 2"

BEING A REPLAT OF LOTS 1 AND 2, OF THE FINAL PLAT OF "THE MEADOWS - PARCEL 12B", AS RECORDED IN BOOK 1229, PAGE 15, MARICOPA COUNTY RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

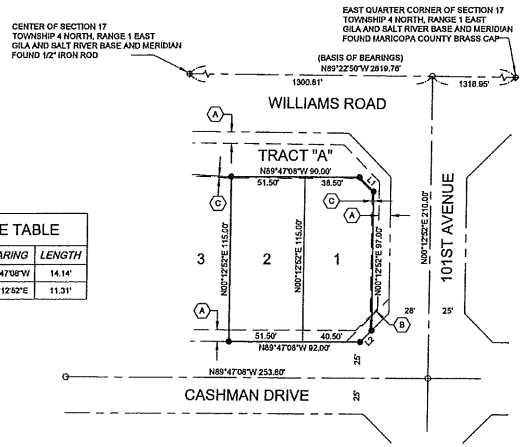


30" HIGH VISIBILITY
UNOBSTRUCTED VIEW EASEMENT DETAIL
(SEE CITY OF PEORIA STD DTL PE-091)

OWNER/DEVELOPER
WOODSIDE HOMES SALES AZ, LLC
HEATHER DAVENPORT
1811 S. ALMA SCHOOL ROAD, SUITE 190
MESA, AZ 85210
PHONE: (480) 755-2121

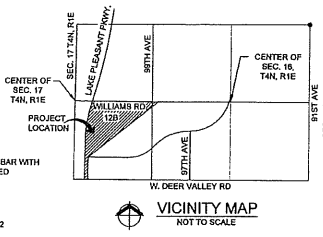
SURVEYOR
MATTHEW G. BUCHANAN, R.L.S.
CARDNO INC.
7901 E. PIERCE ST, SUITE C&D
SCOTTSDALE, AZ 85257
PHONE: (602) 749-8550
FAX: (602) 749-8551

ENGINEER
DANIEL J. POTTINGER, P.E.
CARDNO INC.
9977 N 90TH ST, SUITE 150
SCOTTSDALE, AZ 85258
PHONE: (602) 977-8000
FAX: (602) 977-8099



LINE TABLE		
NO.	*BEARING*	*LENGTH*
L1	N44°47'08"W	14.14'
L2	N45°12'52"E	11.31'

LOT SUMMARY TABLE		
LOT #	*AREA (SF)*	*ACRES*
1	5495.50	0.126
2	5922.50	0.136



VICINITY MAP
NOT TO SCALE

LEGEND

- ● CORNER OF THIS SUBDIVISION SET 1/2" REBAR WITH CAP RLS #59228 UNLESS OTHERWISE NOTED
- ⊕ SURVEY MONUMENT (FOUND AS NOTED)
- O FOUND BRASS CAP FLUSH WITH RLS #22782
- L1 LINE NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- M.C.R. MARICOPA COUNTY RECORDER
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- U.V.E. UN-OBSTRUCTED VIEW EASEMENT
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- CENTERLINE
- RIGHT OF WAY LINE
- PUBLIC UTILITY EASEMENT
- VEHICULAR NON-ACCESS EASEMENT
- UN-OBSTRUCTED VIEW EASEMENT
- (A) 8' P.U.E. PER "THE MEADOWS - PARCEL 12B" RECORDED IN BOOK 1229, PAGE 15, RECORDS OF MARICOPA COUNTY
- (B) 30' x 30' U.V.E. PER "THE MEADOWS - PARCEL 12B" RECORDED IN BOOK 1229, PAGE 15, RECORDS OF MARICOPA COUNTY
- (C) 1' V.N.A.E. PER "THE MEADOWS - PARCEL 12B" RECORDED IN BOOK 1229, PAGE 15, RECORDS OF MARICOPA COUNTY

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

WOODSIDE HOMES SALES AZ, LLC, AS OWNER, DOES HEREBY PUBLISH THIS REPLAT OF "THE MEADOWS - PARCEL 12B, LOTS 1 & 2", A REPLAT OF LOTS 1 AND 2, OF THE FINAL PLAT OF "THE MEADOWS - PARCEL 12B", AS RECORDED IN BOOK 1229, PAGE 15, MARICOPA COUNTY RECORDS, OVER A PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, 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 REPLAT AS, AND FOR, THE REPLAT OF SAID "THE MEADOWS - PARCEL 12B, LOTS 1 & 2" AND HEREBY DECLARES THAT SAID REPLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY ON SAID REPLAT.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "THE MEADOWS - PARCEL 12B" (M.C.R. BOOK 1229, PAGE 15) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS RE-PLAT.

WOODSIDE HOMES SALES AZ, LLC, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER, THEREUNTO DULY AUTHORIZED

THIS 9th DAY OF November, 2016.

BY: WOODSIDE HOMES SALES AZ, LLC

BY: [redacted] DATE: 11/8/2016

ITS: DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS, THE 9th DAY OF November, 2016, BEFORE ME PERSONALLY APPEARED

Rory Gannon

ACKNOWLEDGED HIMSELF/HERSELF TO BE THE AUTHORIZED AGENT OF WOODSIDE HOMES SALES AZ, LLC AND ACKNOWLEDGED THAT HE/SHE AS SUCH OFFICER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: [redacted]
NOTARY PUBLIC

MARILENA STENSLAND
Notary Public - Arizona
Maricopa County
Expires 12/27/2017

MY COMMISSION EXPIRES: 12/27/2017

PURPOSE OF REPLAT

THE PURPOSE OF THE REPLAT IS FOR CONFORMANCE OF LOT COVERAGE REQUIREMENTS ON AN EXISTING MODEL HOME CONSTRUCTED ON LOT 2.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MONUMENTED BY A MARICOPA COUNTY BRASS CAP AT THE EAST QUARTER CORNER OF SAID SECTION 17, AND MONUMENTED BY A 1/2" IRON ROD AT THE CENTER OF SAID SECTION 17, HOLDING A BEARING OF NORTH 89°22'50" WEST, AS SHOWN ON THE FINAL PLAT OF "THE MEADOWS - PARCEL 12B", AS RECORDED IN BOOK 1229, PAGE 15, MARICOPA COUNTY RECORDS.

LEGAL DESCRIPTION

LOTS 1 AND 2 OF "THE MEADOWS - PARCEL 12B", ACCORDING TO THE PLAT RECORDED IN BOOK 1229 OF MAPS, PAGE 15, AND AFFIDAVIT OF CORRECTION RECORDED IN RECORDING NO. 20150360409, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, GEOTHERMAL RESOURCES, COAL, METALS, MINERALS, FOSSILS, FERTILIZERS OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE UNITED STATES, OR OF THIS STATE, OR DECISIONS OF COURT, TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE AS RETAINED BY THE STATE OF ARIZONA IN PATENT RECORDED MAY 14, 2015 IN RECORDING NO. 20150340292, RECORDS OF MARICOPA COUNTY, ARIZONA.

FLOOD ZONE INFORMATION

THIS SITE IS LOCATED WITHIN ZONE "X" (SHADED), 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.

PER THE FLOOD INSURANCE RATE MAP NUMBERS: 04013C1245 L, AND 04013C1235 L, MARICOPA COUNTY ARIZONA AND INCORPORATED AREAS, DATED OCTOBER 16, 2013.

FLOOD ZONE DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY.

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA

ON THIS THE _____ DAY OF _____ 2016.

BY: _____
MAYOR DATE

ATTEST: _____
CITY CLERK DATE

APPROVED BY: _____
FOR CITY ENGINEER DATE

GENERAL NOTES

1.) THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID) #1113 AND STREET LIGHT IMPROVEMENT IMPROVEMENT DISTRICT (SLID) #1056.

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 THE 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.

7.) THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.

8.) THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.

9.) THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.

10.) THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A DESIGNATED TRUCK ROUTE. LAKE PLEASANT PARKWAY IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.

11.) THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).

12.) NO STRUCTURE OF ANY KIND WILL 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.

13.) AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2016 AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE 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.

[redacted]
MATTHEW G. BUCHANAN R.L.S. #59228

11/7/16
DATE

R 090022D

Cardno
Shaping the Future
SCOTTSDALE
7901 E PIERCE ST, SUITE C&D,
SCOTTSDALE, AZ 85257
TEL (602) 749-8550 FAX (602) 749-8551 www.cardno.com

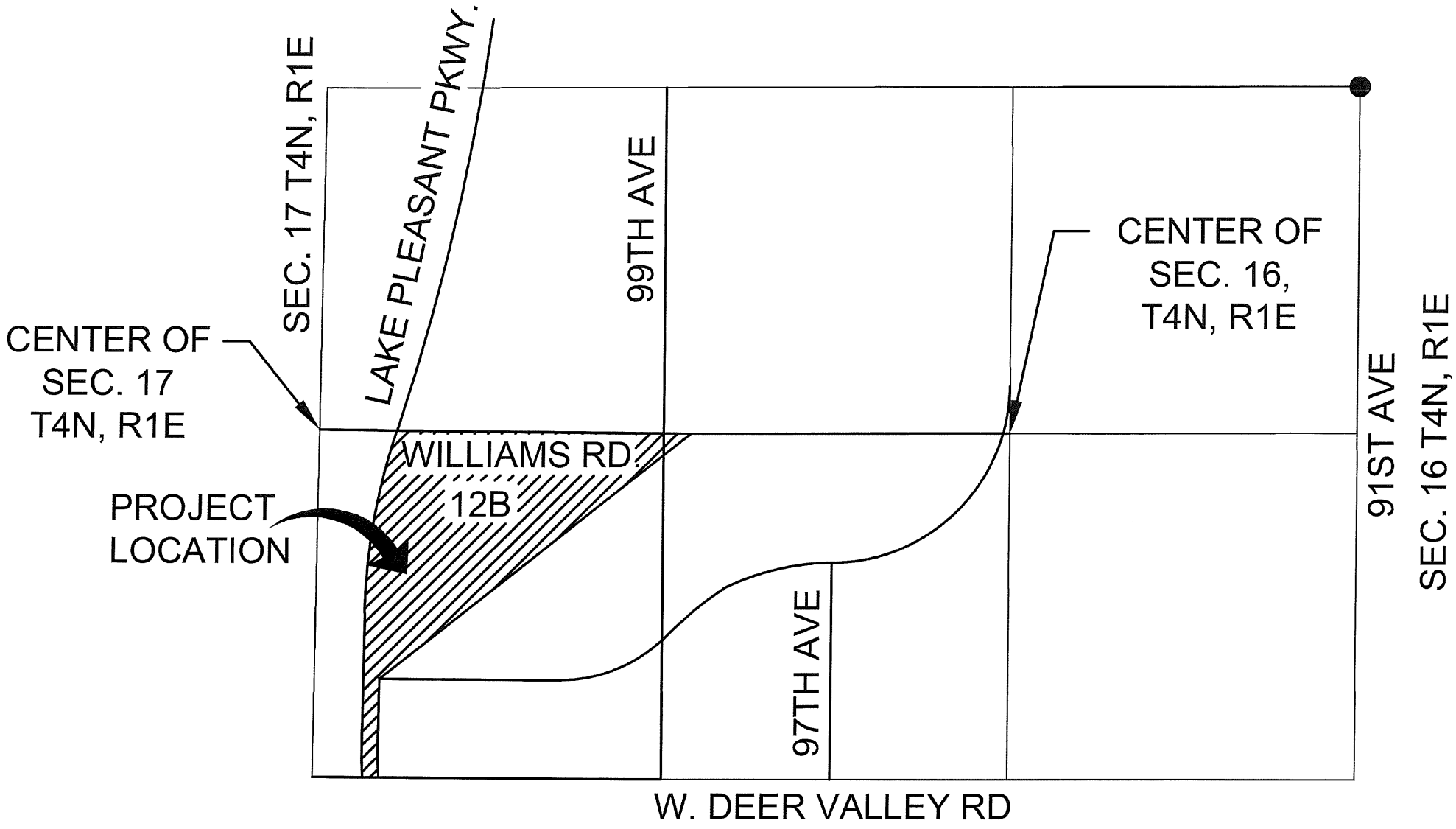
THE MEADOWS - PARCEL 12B, LOTS 1 & 2
REPLAT OF LOTS 1 AND 2
WOODSIDE HOMES SALES AZ, LLC
PEORIA, AZ

BY	DATE	DESCRIPTION

[redacted]

DATE	09/21/2016
DRAWN	MGB
SURVEYED	MAS
CHECKED	RDC
PROJECT #	4151083000
SHEET TITLE	REPLAT
SHEET NUMBER	1 OF 1

Plot Stamp: 11/4/2016 10:09:33 AM - Ronald Cornell
File: J:\Projects\4151083000\Survey\Parcel Maps\4151083000SUR-REPLAT-001.dwg



VICINITY MAP

NOT TO SCALE

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13R.

Date Prepared: 11/28/2016

Council Meeting Date: 12/6/2016

TO: Council Members

FROM: Cathy Carlat, Mayor

SUBJECT: Appointment of City Attorney

Purpose:

To approve the adoption of the resolution of the Appointment of Stephen Burg, as the City Attorney of the City of Peoria, Arizona, effective December 6, 2016 and to approve the Terms and Conditions of Employment Agreement with Stephen Burg.

Background/Summary:

As we are aware, Mr. Burg has been Acting City Attorney since the retirement of Mr. Kemp in May 2016.

Mr. Burg has an extensive background in City Management. Prior to his tenure in Peoria, he served as an Environmental Attorney for the City of Mesa from 1992 -1999. Previous to his tenure in Mesa, Mr. Burg served in the capacity of Staff Attorney for the Arizona Corporation Commission and as a Rule Development Specialist for the Arizona Department of Environmental Quality.

During his tenure in the City of Peoria, Mr. Burg has recruited a talented staff and has a number of accomplishments, including representing the City's interests in an electric power line siting case, numerous personnel appeals, and a successful defense of a City liability case before the Arizona Supreme Court.

Staff Recommendation:

Discussion and possible action to: (a) adopt **RES. 2016-135** appointing Stephen Burg, as the City Attorney of the City of Peoria, Arizona, effective December 7, 2016; (b) approve the Terms and Conditions of Employment Agreement with Stephen Burg.

SWEARING IN OF NEW CITY ATTORNEY, STEPHEN BURG

ATTACHMENTS:

Resume
Resolution
Employment Agreement

Contact Name and Number:

Laura Krause, (623) 773-7103

Stephen Joseph Burg

PROFESSIONAL EXPERIENCE

Acting City Attorney, City of Peoria, Office of the City Attorney
May 2016 – present
Act as the chief legal counselor and advisor of the City Council and all City officers, employees, departments and agencies; work in cooperation with the City Manager; represent the City in all legal proceedings; render legal opinions and prepare legal documents; direct the activities of the City Attorney's Office in the areas of criminal prosecution, victim rights, litigation and claims, general counsel, and administration.

Chief Assistant City Attorney, City of Peoria, Office of the City Attorney
August 1999 – May 2016
Acted for the City Attorney in the City Attorney's absence; managed the personnel, budget, technology and facilities for an office of 25 employees, including attorneys, other professionals, and support staff; advised City Council members, executives, department officials, and employees on legal questions and procedures in various aspects of municipal law and to ensure compliance with federal and state laws; drafted and reviewed contracts, intergovernmental and other agreements, and ordinances; and attended, advised, and represented the City at a variety of public meetings and hearings.

Environmental Attorney, City of Mesa, Office of the City Attorney
March 1992 – August 1999
Advanced legal work assisting the City Attorney in the City's legal activities, primarily involving environmental (including air and water quality), natural resources, and water rights issues; represented the City in litigation in Superior Court, U.S. District Court, and the Ninth Circuit Court of Appeals; advised City management and department officials and employees on legal questions and procedures; acted for the City Attorney in his absence; selected, trained, and supervised the City's first Environmental Coordinator.

Staff Attorney, Arizona Corporation Commission, Legal Division
July 1990 – March 1992
Performed professional legal work in assisting the Chief Counsel in legal activities, primarily involving public utility regulation, corporations law, and natural gas and railroad safety; represented Commission staff in quasi-judicial administrative proceedings and trial and appellate courts; prepared legal research, pleadings, and briefs; drafted and reviewed contracts, regulations, and proposed legislation.

Rule Development Specialist, Arizona Department of Environmental Quality
August 1988 – July 1990
Advised and consulted with Department officials and employees concerning legal issues and activities involving environmental laws (including air quality, water quality, and hazardous waste); drafted and reviewed new and amended regulations, contracts, intergovernmental agreements, and proposed legislation; acted as Hearing Officer for Department proceedings; liaison to the Inter Tribal Council of Arizona.

EDUCATION AND MEMBERSHIPS

Certified Public Manager, Arizona State University School of Public Affairs (December 2002)
Rocky Mountain Leadership Program Graduate, University of Colorado at Denver School of Public Affairs (August 2002)
Juris Doctor, Arizona State University College of Law (May 1988)
Bachelor of Arts in American Studies, University of Notre Dame (May 1985)
High School Diploma, Brophy College Preparatory, Phoenix, Arizona (May 1981)

State Bar of Arizona (member in good standing since 1988)
Ninth Circuit Court of Appeals
United States District Court, District of Arizona
International Municipal Lawyers Association (designation as a Local Government Fellow, 2007)
Arizona City Attorneys Association

RESOLUTION 2016-135

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING STEPHEN BURG AS THE CITY ATTORNEY OF THE CITY OF PEORIA, ARIZONA AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of Peoria desire to appoint Steve Burg as City Attorney of the City of Peoria, Arizona; and

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

1. Pursuant to the Peoria City Code (1992), that Stephen Burg be appointed as City Attorney of the City of Peoria, Arizona, effective December 7, 2016.

2. That the Employment Agreement between the City of Peoria and Stephen Burg is hereby approved, and the Mayor is authorized to execute the same.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 6th day of December, 2016.

CITY OF PEORIA, an Arizona municipal corporation

_____
Cathy Carlat, Mayor

ATTEST:

_____
Rhonda Geriminsky, City Clerk

Approved as to Form:

_____
Fredda J. Bisman
Dickenson Wright PLLC
Special Legal Counsel

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of December, 2016, by and between the City of Peoria, Arizona, an Arizona municipal corporation, acting by and through its City Council ("Employer or City Council"), and Stephen Burg, ("Employee or City Attorney").

RECITALS

Employer is a municipal corporation, and Employee is an attorney duly qualified and admitted to practice law in the State of Arizona; and

Employer desires to employ Employee as City Attorney of the City of Peoria ("City"), as provided for in the Charter and Code of the City upon the terms and conditions set forth in this Agreement; and

Employer wishes to provide certain benefits, to establish certain conditions of employment and to set working conditions of said Employee; and

Employee desires to accept employment as City Attorney on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, In consideration of the mutual covenants herein contained, Employer and Employee agree as follows:

AGREEMENTS

SECTION 1. Powers and Duties of the City Attorney.

The City Council hereby agrees to employ said Employee as City Attorney of the City of Peoria, Arizona to perform the functions and duties specified in the City Charter and Codes, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement. This Agreement shall commence on the 6th day of December 2016.

SECTION 2. Term.

A. The City Attorney serves at the pleasure of the City Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Attorney at any time subject only to the provisions of Section 3 of this Agreement.

B. In the event Employee voluntarily resigns as City Attorney, Employee shall give the City Council sixty (60) days advance notice unless the parties agree otherwise.

C. Employee agrees to remain in the exclusive employ of the City during his Agreement. The term "employed", however shall not be construed to include occasional teaching, writing, speaking or consulting performed on Employee's time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Peoria.

SECTION 3. Termination, Settlement and Severance Pay.

A. In the event the City Attorney is terminated by the City Council during time that Employee is willing and able to perform the duties of City Attorney, then in that event the City Council agrees to pay Employee a lump sum cash payment in full settlement of any causes of action, claims, damages, attorneys fees and costs and arising out of the termination in the amount of one-half of City Attorney's Base Salary at the time of such termination (hereinafter, "Settlement Amount"). Employee shall also be compensated for all earned sick leave, vacation, holidays, compensatory time and other accrued benefits to date, calculated at the rate of pay in effect upon termination and in accordance with city policies. The City Council and Employee agree that this amount in Section 3A may be amended from time to time. City Council and Employee acknowledge that this settlement does not constitute a waiver of any claims arising out of intentional acts of misconduct committed by City Council members or claims arising under Arizona or Federal law pertaining to equal employment opportunity, age discrimination, and discrimination on basis of disability. Employer and Employee agree that the Settlement Amount under this section shall be paid within seven days after the termination of the City Attorney. However, in the event Employee is terminated because of his conviction of any illegal act, City shall have no obligation to pay the Settlement Amount in this paragraph.

B. For purposes of complying with this Section, appropriations held as unencumbered fund balances in any fund or account of the City shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to insure fulfillment of this provision of the Agreement.

C. Contemporaneously with the delivery of the Settlement Amount herein above set out, Employee agrees to execute and deliver to City a release, releasing City, its City Council, officers and employees of all claims that Employee may have against City, its City Council, officers and employees.

SECTION 4. Salary.

A. City agrees to pay Employee for his services rendered pursuant hereto as City Attorney an annual Base Salary of One Hundred Eighty Thousand Dollars ($180,000.00) payable in installments at the same time as other employees of the City are paid.

SECTION 5. Deferred Compensation.

Employer agrees to pay the City Attorney deferred compensation an amount equal to Five Percent (5%) of Base Salary per year, to be paid to the City's mandatory 401 (a) plan for the City Attorney.

SECTION 6. Retirement Benefits.

The City Attorney shall be covered and governed by the same retirement system as all other non-public safety employees.

SECTION 7. Insurance Coverages.

The City Attorney shall be covered by the same health and dental plans as all other employees. The City agrees to provide additional Employee insurance as follows:

Life Insurance—2.5 x annual salary to next highest thousand dollar amount.

Short term disability insurance

Employer and Employee agree that upon termination of the Employee for any reason other than conviction of any illegal act, all insurance coverages provided by City to Employee and his dependents shall be continued for a period of six (6) months following the date of Employee's termination. In the event Employee becomes re-employed and obtains coverage under another group insurance program, City's obligations under this provision shall terminate. City Attorney shall be subject to such changes as the City may make from time to time in its insurance coverages applicable to all employees of the City.

SECTION 8. Automobile and Related Allowances.

A. Employer shall provide a vehicle allowance of $400.00 per month to the City Attorney, payable on or about the first day of each month. In return for the vehicle allowance, the City Attorney is expected to use his personal vehicle for all City business. All travel outside of Maricopa County shall be reimbursed at the mileage rate established by Internal Revenue Service.

B. Employer shall provide a communications allowance of $100.00 per month to the City Attorney, payable on or about the first day of each month. In return for the communications allowance, the City Attorney is expected to use his personal cell phone for all City business and to make the phone number reasonably available for contact as necessary. Should the City Manager implement such communication allowances for Department Heads and the amount of such allowances is greater than the sum set forth above, the City Council and City Attorney agree that the amount shall be adjusted to the amount set by the City Manager.

SECTION 9. Other Benefits.

A. All provisions of the City Charter, rules and regulations of Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the City Attorney as they would to all other employees of Employer, in addition to said benefits enumerated specifically for the benefit of the City Attorney herein.

B. The City Attorney shall be allowed to accrue vacation and sick leave at the rate set forth herein:

Vacation to be accrued at the rate of 20 days per year. The maximum accrual shall be 320 hours. Accrued vacation time shall be subject to the vacation leave payout provision applicable to other city employees contained in Personnel Administrative Regulation 12.7, as promulgated and as may be amended from time to time.

Sick leave to be accrued at the rate of 12 days per year, with up to twelve days to be taken in advance of accrual. The accrual limits for non-police employees of the city shall apply.

C. Employer shall bear the full cost of any fidelity or other bonds required of the City Attorney under any law or ordinance.

D. The benefits provided to the City Attorney under this agreement shall not be reduced or eliminated unless the City Council reduces such benefits for all similarly situated employees of the City.

SECTION 10. Professional Development.

A. Employer agrees to budget for and to pay the professional dues, subscriptions, travel and subsistence expenses of the City Attorney for professional participation and travel, meetings and occasions adequate to continue his professional development and to adequately pursue necessary official functions of the City.

B. City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars required for continuing legal education and that are necessary for his professional development and for the good of the City.

SECTION 11. Performance Evaluation.

The City Council shall review and evaluate the performance of the City Attorney annually. Said review shall be in accordance with specific criteria developed jointly by the City

Council and the City Attorney. Said criteria may be added to or deleted from as the City

Council may from time to time determine, in consultation with the City Attorney.

Annually, the City Council and the City Attorney shall jointly define such goals and performance objectives that they determine necessary for the proper operation of the City Attorney's Office said goals and objectives to be reduced to writing.

SECTION 12. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. This Agreement shall become effective upon adoption and approval by the City Council.

D. If any provisions or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

[Signature page follows]

IN WITNESS HEREOF, the City of Peoria has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the City Attorney has signed and executed this Agreement, both in duplicate, the day and year first written above.

_____	_____
Cathy Carlat Mayor	Stephen Burg City Attorney
ATTEST:	APPROVED AS TO FORM:
_____	_____
Rhonda Geriminsky City Clerk	Fredda J. Bisman Dickinson Wright PLLC Special Legal Counsel

PHOENIX 53630-1 337679v3

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14R.

Date Prepared: 11/14/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: PUBLIC HEARING - Rezoning, Lake Pleasant Heights Major Planned Community District Amendment

Purpose:

This is a request for City Council for a major amendment to the Lake Pleasant Heights Planned Community District (PCD) to allow an increase in the maximum number of residential dwelling units from 5,970 to 6,561 and modification of the land use plan to be consistent with the adopted Lake Pleasant Heights Specific Area Plan.

On October 15, 2015, the Planning and Zoning Commission unanimously recommended approval of this request. There was one speaker at the public hearing. Subsequent to the Commission meeting, the City has received correspondence from nine Vistancia Blackstone residents inquiring about the project, which is discussed further in this report.

Background/Summary:

Lake Pleasant Heights (the Project) is situated within northern Peoria, at the southern foothills of the Hieroglyphic Mountain Range and southwest of Lake Pleasant. The Project shares its western and southern borders with the master planned communities of Saddleback Heights and Vistancia. It is comprised of both private and State Trust land encompassing approximately 3,268 acres or 5.1 square miles of land.

With over 3,000 acres in its boundary, Lake Pleasant Heights is a substantial project and like other master planned communities, the vision for the community and associated entitlement continue to evolve over time. Consequently, there have been a number of refinements to the land uses envisioned on the property in terms of the general plan, along with some corresponding changes to underlying zoning since its conceptual stages in 1994. The most recent change occurred in 2012 when the City Council approved adjustments to the Lake Pleasant Heights Specific Area Plan (Lake Pleasant Heights SAP). The amendment included an increase from 5,970 units up to 6,561 units, repositioned the land uses to better support the mixed-use components, removed the resort and golf course land uses, and increased the amount of open space. Under the same joint application arrangement as the 2012 amendment to the Lake Pleasant Heights SAP, the property owners as co-applicants are requesting a major amendment

to the Lake Pleasant Heights PCD to refine the zoning to be consistent with the adopted 2012 Lake Pleasant Heights SAP (Exhibit 2). A summary of the entitlement changes are identified in Table 1 below and discussed in more detail in the Planning and Zoning Commission report.

Conformance with the General Plan/Specific Area Plan

The proposed Lake Pleasant Heights PCD will have a maximum of 6,561 residential dwellings, which is in conformance with the limit set by the Council in the approved 2012 Lake Pleasant Heights SAP amendment. More specifically, the proposed densities, intensities, and location of land uses within the privately owned areas and State Trust land mirror those approved within the 2012 amendment. It is staff's assessment that the proposed PCD Amendment is consistent with the 2012 approved Lake Pleasant Heights SAP Amendment.

Density and Intensity

Similar to the village concept utilized in the Vistancia master planned community, Lake Pleasant Heights is divided into six "development units" as shown on the Development Unit Map (Exhibit 3). Table 1 within the PCD establishes a range (Low and High) of projected residential units for each individual parcel within each Development Unit. Establishing a range for each parcel provides future flexibility to shift residential units within a Development Unit as a means to better meet market demands as the project continues through build-out. While it provides flexibility, each Development Unit also has a maximum number of residential units as shown below in Table 2 below. These maximums are in conformance with the limits established within the Lake Pleasant SAP.

Neighborhoods are anticipated to be clustered, and oriented towards natural open space, trails and distant views. The project is anticipated to be built in three phases, with the first phase beginning south of the Central Arizona Project (CAP). Additionally, there are three proposed mixed-use centers which are intended to be pedestrian friendly nodes to promote sustainable development and elevate the community identity. Proposed development standards and uses within these centers have been selected to provide goods and services conveniently to residents within these areas, thus reducing vehicular trips, minimize infrastructure needs, and providing a diversity of uses. In staff's judgment, the proposed PCD Amendment matches the density and character of surrounding master planned communities, such as Vistancia and the planned Saddleback Heights.

Community Facilities

A Recreation Amenities Master Plan (RAMP) will be prepared for each Development Unit. Each RAMP will conceptually identify wash preservation areas, private and public open space, neighborhood parks, mini/HOA parks, paths, trails, bike lanes, trail heads, and concepts for recreational amenities within the development. Proposed community facilities include three neighborhood parks, two trail heads, and a fire station. In addition to the neighborhood parks, there will be mini-parks in accordance with the Peoria Community Service Master Plan standards. These facilities are intended to be linked via open space, paths/trails, bike lanes and sidewalks, which will contribute to the community's quality of life. Given this is a multi-year phased project, staff believes the RAMP approach provides the applicant appropriate flexibility to meet the demands of the market along with remaining current with the City's recreation standards.

Circulation and Utilities

Westland Road is a significant connection within Lake Pleasant Heights and the surrounding area from both a circulation and utility standpoint. For that reason, the applicants have been cooperating and partnering with the City and adjacent communities to design and develop regional utility solutions for the north Peoria area. Consequently, the proposed circulation system within the proposed Lake Pleasant Heights PCD has been adjusted to mirror the approved Circulation System Element within the General Plan, along with adopt the recommendations of the subsequent further engineering analysis for Westland Road.

Public Participation

As a requirement of the rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting. The applicant notified all property owners within a 1,320 foot radius of the site and all registered Homeowner's Associations within 1 mile for the required neighborhood meeting. The meeting was held for this request on April 1, 2013 at the Sunrise Mountain Branch Library. Staff did not receive any letter of support or opposition to the proposal.

A resident from the Vistancia Blackstone community spoke at the October 15, 2015 Planning & Zoning Commission hearing. The resident was concerned with the transition between the Vistancia Blackstone community and the Lake Pleasant Heights development. Following the Commission meeting, the resident who spoke at the meeting, along with eight additional property owners submitted emails to staff in opposition to the project and further elaborated their desired transition between the Vistancia Blackstone subdivision and future Lake Pleasant Heights residents (Exhibit 5). More particularly, the property owners requested that homes within the southwest portion of Lake Pleasant Heights to be limited to single-story and a buffer provided between the developments. To evaluate the residents concerns, staff compared land uses and character of the existing Blackstone community to the proposed Lake Pleasant Heights community.

From a land use perspective, both communities are single family residential areas with the same allowable density. Accordingly, the communities are seen as identical so there is no inherent incompatibility between the uses in that specific area that would necessitate or justify a buffer being required between the communities. Furthermore, there are no regulatory requirements that compel an open space tract be provided between residential communities. Consequently, staff has no justification or basis for recommending or requiring that a buffer be required on the Lake Pleasant Heights property adjacent to Blackstone.

The residents' concern about proposed building height is one facet of a larger discussion related to Lake Pleasant Height's compatibility with the existing well-defined character of the area. In similar situations such as this, staff has on occasion recommended limiting building height within a defined area to ensure an appropriate transition between projects. Staff believes it would be appropriate to do the same here and recommends the following restriction:

Within Development Unit A, all structures on lots within two hundred fifty (250) feet of the eastern boundary of the Blackstone community within Vistancia (Parcels F-8a / F-8b) shall not exceed one-story in height. A note denoting the restriction shall be provided on the final plat.

In March 2016, staff forwarded our recommendation to the residents for their input. One

response was received, and it was favorable. Both applicants have indicated they agree with staff's recommended height restriction being included as a condition of approval (See Exhibit 6).

In June 2016, residents receiving the Blackstone community newsletter were encouraged to contact City staff regarding future updates on the Lake Pleasant Heights project. Subsequently, staff received sixteen requests to be placed on the interested party's notification list. In addition, staff received one more email requesting a single-story building restriction and a buffer provided between the developments (Exhibit 5).

Notification for the City Council hearing was completed in accordance with the procedures outlined within the Zoning Ordinance. Additionally, staff sent the public hearing information to those on the interested parities list as well. As of the printing of this report, staff has received no other communication from the residents on this matter.

Staff-Proposed Refinements After Commission

Subsequent to the October 15, 2015 Planning and Zoning Commission recommendation, staff identified refinements to the conditions of approval to further clarify and define the development parameters. Staff's proposed refinements are identified in Exhibit 6. Both applicants have indicated they agree with the proposed modifications.

Peoria Unified School District (PUSD)

Lake Pleasant Heights lies entirely within the boundaries of the Peoria Unified School District (PUSD). The applicants and PUSD have reached an agreement concerning developer assistance to the district, which is included as an attachment within the Planning and Zoning Commission Report.

Development Agreement

Accompanying the PCD Zoning entitlement is a narrowly drafted Development Agreement that principally addresses vested rights and the timing, credit, and obligations attached to public safety, parks, open space, and trails. The proposed Development Agreement is a separate item on the Council Agenda for action. The Development Agreement does not alter the zoning entitlement; rather, it serves as an implementation tool.

Previous Actions:

This amendment has been subject to the City's rezoning process. A public hearing was held for this item at the October 15, 2015 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request with a **7-0** vote.

Options:

A: Approve as recommended by Planning & Zoning Commission; or
B: Approve with modifications;
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 recommendation to adopt **ORD. 2016-34**, for a major amendment to the Lake Pleasant Heights Planned Community District (PCD) to allow an increase in the maximum number of residential dwelling units from 5,970 to 6,561 and modification of the land use plan to be consistent with the adopted Lake Pleasant Heights Specific Area Plan (Z03-05A.1).

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City. However, as the community develops, the City would have operational costs associated with the provision and maintenance of services for public safety, water/wastewater, transportation, recreation and general governance.

Narrative:

If the City Council takes action to approve this case, the applicant may move forward with the development process through Preliminary Plat review and approval.

ATTACHMENTS:

Table 1: Summary of Entitlement Changes
Table 2: Development Unit Residential Summary
Exhibit 1: Vicinity Map
Exhibit 2: Applicant's Proposed General Development Plan
Exhibit 3: Development Unit Map
Exhibit 4: October 15, 2015 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 5: Letters of Opposition
Exhibit 6: Draft Ordinance

Contact Name and Number:

Lorie Dever, (623) 773-5168

Table 1 – *Summary of Entitlement Changes*

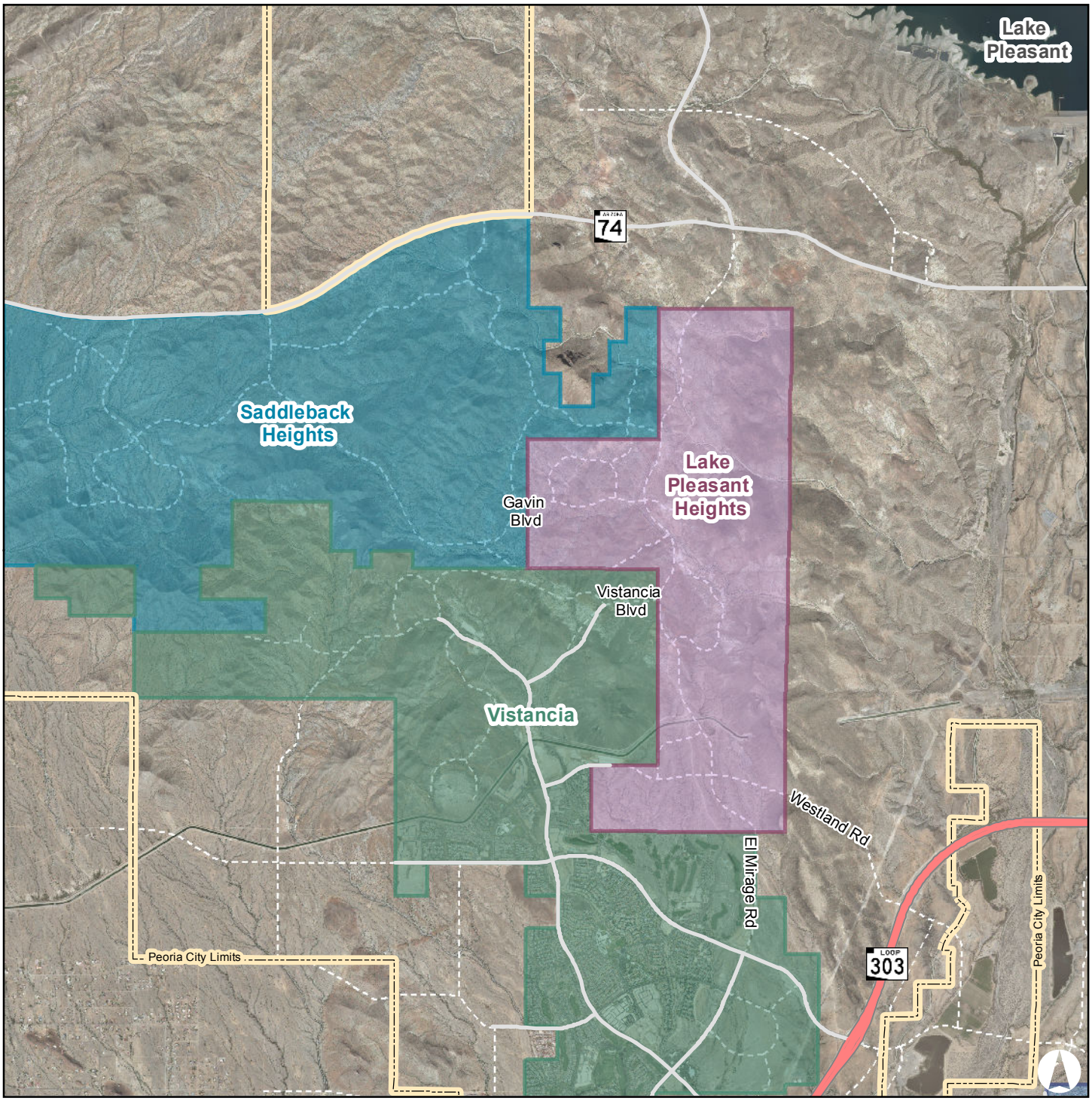
ITEM	Existing PCD Entitlement	Proposed PCD Entitlement
Maximum Units	Privately Owned Land: 3,702 units State Land: 2,257units Overall: 5,970 Units	Privately Owned Land: 4,304 units State Land: 2,257 units Overall: 6,561 Units
Residential Density	Privately Owned Land: 1.98 units/acres State Land: 1.62 units/acres Overall Density: 1.82 units/acres	Privately Owned Land: 2.30 units/ac State Land: 1.62 units/ac Overall Density: 2.01 units/ac
Police/Fire Facilities	1 public safety facility based on needs.	No Change
Schools	PUSD – 1 elementary school	PUSD – 2 elementary schools
Golf Courses	One (1)	None Proposed
Neighborhood Parks (Public)	At least 2 Neighborhood Parks	At least Three (3) Neighborhood Parks
Mixed-Use	Three (3) nodes 113.2 acres; up to 632 residential units	Three (3) nodes 113.2 acres; up to 1,005 residential units
Open Space	Minimum 1,233 acres	Minimum 1350 acres*
Trailhead(s)	Minimum of One (1)	Minimum of Two (2)
Development Standards	• Densities for Residential Development Parcels range from 1.0 to 18.0 units/ac • Five residential land use categories: RE, LD, MD, MH, and HD • There are 15 actual zoning districts that can be selected within the community. • The actual zoning district will be determined at time of preliminary plat or site plan as applicable; • Semi-Tailored Hillside/DLCO standards	• Densities for Residential Development Parcels range from 1.0 to 24.0 units/ac • Five residential land use categories: E, L, M, MH, and MU • There are 18 actual zoning districts that can be selected within the community. • The actual zoning district will be determined at time of preliminary plat or site plan as applicable; • Tailored Hillside/DLCO standards

** Refer to Section 4.4 within the Lake Pleasant Heights PCD for more information.*

Table 2 – *Development Unit Residential Summary*

Development Unit	Residential Units	
	Low	Maximum
A	**1,141**	**1,952**
B	1,046	1,521
C	207	831
D	79	182
E	1,019	1,672
F	297	403
Total	***3,789***	***6,561***

Vicinity Map



Not to Scale

Z03-05A.1 Lake Pleasant Heights

Applicant: Iota Purple and Group Three/Noranda

Request: A major amendment to the Lake Pleasant Heights Planned Community District (PCD) to allow an increase in the maximum number of residential dwelling units from 5,970 to 6,561 and modification of the land use plan to be consistent with the adopted Lake Pleasant Heights Specific Area Plan.

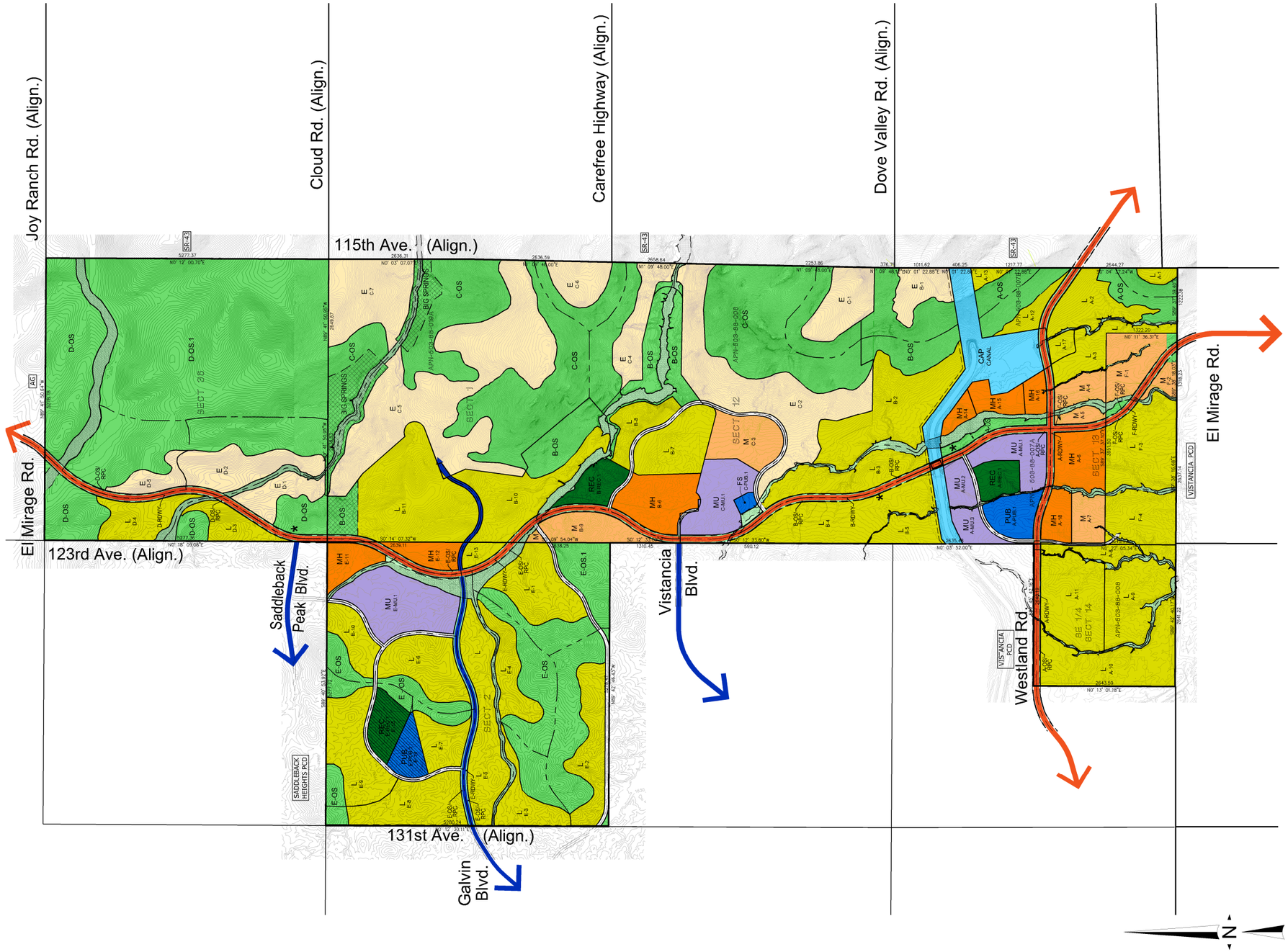
Location: The property generally lies between the Joy Ranch Road alignment on the north, the Lone Mountain Road alignment on the south, the 123rd and 131st Avenue alignments on the west and the 115th Avenue alignment on the east.

PEORIA ARIZONA

Exhibit 1

Exhibit 2
Applicant's Proposed
General Development Plan

Figure 15
Proposed General Development Plan



LAND USE CATEGORY — Net Area

E - ESTATE (0-2 Du/Ac)	433.4 Ac
L - LOW (2-5 Du/Ac)	1004.4 Ac
M - MEDIUM (5-8 Du/Ac)	107.5 Ac
MH - MEDIUM HIGH (8-15 Du/Ac)	114.6 Ac
MU - MIXED USE (15+ Du/Ac)	117.4 Ac
OS - OPEN SPACE	1164.4 Ac
PUB - PUBLIC (ELEMENTARY SCHOOL)	18.1 Ac
REC - PARK	27.2 Ac
CAP CANAL	
OS/ WASH - WASH CORRIDOR PRESERVATION	122.0 Ac
LOW DENSITY RESIDENTIAL OVERLAY ZONE	
* TRAILHEAD	

Note:

ROADWAY, MULTI-PURPOSE PATH CORRIDORS ..... 159.9 Ac

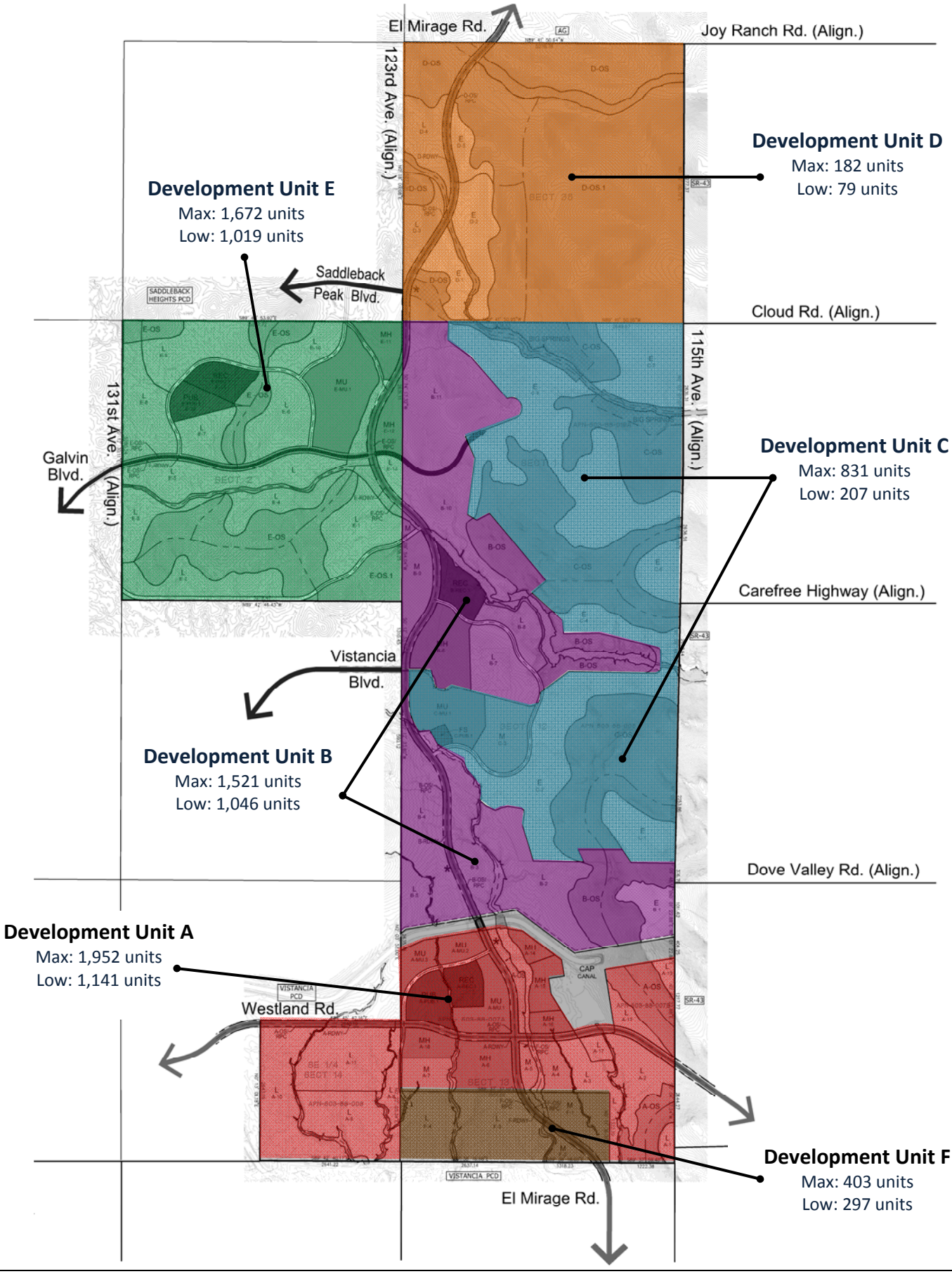
Lake Pleasant Heights
Planned Community District

PEORIA, ARIZONA

VA CONSULTING

DATE: 10/8/15

Exhibit 3
Development Unit Map



Z03-05A.1 **Development Unit Map** **Exhibit 3**

Exhibit 4
October 15, 2015
Planning and Zoning Commission
Staff Report with Exhibits

REZONING - PCD AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z03-05A.1

DATE: October 15 2015

AGENDA ITEM: 4R

Applicants:	Iota Purple, LLC, Group Three and Noranda Properties
Request:	A major amendment to the Lake Pleasant Heights Planned Community District (PCD) to allow an increase in the maximum number of residential dwelling units from 5,970 to 6,561 and modification of the land use plan to be consistent with the adopted Lake Pleasant Heights Specific Area Plan.
Proposed Development:	Lake Pleasant Heights will consist of a mixture of uses including residential, commercial, public/quasi-public and open space.
Location:	The property generally lies between the Joy Ranch Road alignment on the north, the Lone Mountain Road alignment on the south, the 123rd and 131st Avenue alignments on the west and the 115th Avenue alignment on the east.
Project Acreage:	Approximately 3,268 acres
Support / Opposition:	As of the date of this printing, staff has not received support or opposition to this case.
Recommendation:	Recommend **approval of case Z03-05A.1**, with stipulations to the City Council.

AREA CONTEXT

1. Lake Pleasant Heights (the Project) is situated within northern Peoria, at the southern foothills of the Hieroglyphic Mountain Range and southwest of Lake Pleasant. The project shares its western and southern borders with the master planned communities of Saddleback Heights and Vistancia. (Exhibit A)

2. The Project encompasses approximately 3,268 acres or 5.1 square miles of land. It is comprised of both private and State Trust land consisting of 1,872 and 1,396 acres respectively.

3. Desired land uses for the Project are identified within the Peoria General Plan, and further refined by the Lake Pleasant Heights Specific Area Plan.

PROJECT HISTORY

Lake Pleasant Heights Specific Area Plan

4. In 1994, the City Council passed Resolution 94-31, adopting the Lake Pleasant Heights Specific Area Plan (Lake Pleasant Heights SAP).

5. A Specific Area Plan is a planning tool used by the City in a manner similar to their zoning counterparts – the Planned Area Development and the Planned Community District. More specifically, a Specific Area Plan better defines the land use categories and other characteristics that are unique to the proposal.

6. The Lake Pleasant Heights SAP provided a general land use and transportation framework encompassing approximately 9,000 acres (14 square miles) which included the areas known as Saddleback Heights and Lake Pleasant Heights. The Lake Pleasant Heights SAP was accompanied by an Annexation and Development Agreement that established a set of basic land use rights and entitlements for the area.

Split in Ownership

7. The original area within the Lake Pleasant Heights SAP split into two private ownership groups. Each group subsequently sought and received approvals for amendments to their portion of the original Lake Pleasant Heights SAP.

8. In 2002, City Council approved an amendment to the Lake Pleasant Heights SAP, which modified the conceptual land use, circulation and open space maps, and the development standards for the Lake Pleasant Heights project.

Master Planned Community

9. A request to rezone Lake Pleasant Heights to Planned Community District (PCD) was approved by City Council in 2005. Similar to neighboring master planned communities, the PCD establishes the policies and regulatory standards for the property related to land use, density, intensity, public infrastructure, public facilities, and desert preservation within Lake Pleasant Heights.

10. In 2005, City Council concurrently approved an amendment to the SAP which established the maximum residential density within Lake Pleasant Heights at 1.82 du/ac or 5,970 units. The approved land use plan contained a diversity of housing types and densities, sub-regional commercial nodes, natural open space, opportunities for resort and golf course development, parks and public facilities.

11. In 2012, the Peoria City Council approved adjustments to the Lake Pleasant Heights SAP. The amendment included an increase from 5,970 units up to 6,561 units, included minor modifications to the land use designations, and

accommodated desired adjustments to the circulation plan. More specifically the land use adjustments included the removal of the resort and golf course land use, increased open space and repositioned land uses to better support the mixed-use components.

12. Tables 1 and 2 summarize the existing land use, general plan and zoning designations for the subject property and surrounding areas.

Table 1 – *Surrounding Ownership Map (Exhibits B)*

	Land Use	Development Project / Agency
Subject Property	**Vacant**	**Lake Pleasant Heights**
North	Vacant	Arizona State Land Development
South	Residential	Vistancia - Blackstone Residential Community
East	Vacant	Arizona State Land Development
West	Vacant	Saddleback Heights
	Residential	Vistancia - Blackstone Residential Community

Table 2 – *Land Use and Zoning (Exhibits C and D)*

	General Plan Designation	Zoning
Subject Property	**Lake Pleasant Heights SAP**	**Planned Community District (PCD)**
North	Estate Density Residential (EDR) (0.0-2.0 du/ac, target 1 du/ac) and Open Space/Park (OS/P)	General Agricultural (AG)
South	Open Space/Park (OS/P) and Public/Quasi-Public (PQP)	Vistancia PCD and Suburban Ranch (SR-43)
East	Open Space/Park (OS/P) then Public/Quasi-Public (PQP)	Suburban Ranch (SR-43)
West	Saddleback Specific Area Plan (SAP)	Saddleback Heights PCD
	Varies as shown on Exhibit B	Vistancia PCD

PROJECT DESCRIPTION

13. The 2012 amendment to the Lake Pleasant Heights SAP was submitted as a joint application by Iota Purple, Group Three Properties, Noranda Properties and the State Land Department. (Refer to Exhibit D Ownership Map)

14. Under the same joint application arrangement, the applicants are requesting a major amendment to the Lake Pleasant Heights PCD to refine the zoning to be consistent with the adopted 2012 Lake Pleasant Heights SAP.

15. This request is to amend the Lake Pleasant Heights Planned Community District (PCD) modifying the overall project density, hillside development standards, use allowances, and project circulation. This request is referred to herein as the PCD Amendment (Exhibit F).

16. Because the applicants are seeking adjustments to the existing entitlements, they are also proposing modifications to the associated development agreement to ensure consistency between the two. Known as the Partial Amendment To and Restatement of Development Agreement for Lake Pleasant Heights (Agreement), it will be part of the City Council deliberation when this case moves forward for final action. The Agreement essentially addresses the obligations, timing, and costs associated with infrastructure development in the master planned community, and has been reviewed and modified in coordination with the requested PCD Amendment.

17. More specifically, this major PCD Amendment proposes various adjustments to the entitlement and development standards including the following:

- The proposed Lake Pleasant Heights PCD will have a maximum of 6,561 residential dwellings, which is in conformance with the Lake Pleasant Heights SAP; and
- Of that total number, a maximum of 4,304 units can be developed within privately held land, and 2,257 units within State Trust Land; and
- Elimination of the resort and golf course uses. Instead, clustering of neighborhoods with an orientation to natural open space, trails and distant views as the emphasis in the updated plan; and
- Three phases are anticipated, with the first phase beginning south of the Central Arizona Project (CAP).
- Proposed circulation system adjustment in furtherance of the SAP and the approved General Plan Circulation System and adopt the recommendations of the subsequent engineering analysis; and
- Citywide policies have changed since the previous PCD was approved, in particular Parks, Recreation, Open Space and Trails. The new plan has provided the opportunity to address and be in compliance with the new policies and criteria in these areas; and
- Tailored modifications to the Hillside and Desert Lands Conservation Overlay (DLCO) standards to be more responsive to topographic conditions.

A summary of the changes are identified in the Table 3 below and discussed in more detail in the report.

Table 3 – *Summary of Entitlement Changes*

ITEM	Existing PCD Entitlement	Proposed PCD Entitlement
Maximum Units	Privately Owned Land: 3,702 units State Land: 2,268units Overall: 5,970 Units	Privately Owned Land: 4,304 units State Land: 2,257 units Overall: 6,561 Units
Residential Density	Privately Owned Land: 1.98 units/acres State Land: 1.62 units/acres Overall Density: 1.82 units/acres	Privately Owned Land: 2.30 units/acres State Land: 1.60 units/acres Overall Density: 2.01 units/acres
Police/Fire Facilities	1 public safety facility based on needs.	No Change
Schools	PUSD – 1 elementary school	PUSD – 2 elementary schools
Golf Courses	One (1)	None Proposed
Neighborhood Parks (Public)	At least 2 Neighborhood Parks	At least Three (3) Neighborhood Parks (Timing specified in the Development Agreement and in RAMP)
Mixed-Use	Three (3) nodes 113.2 acres; up to 632 residential units	Three (3) nodes 113.2 acres; up to 1,005 residential units
Phases	Five (5)	Three (3) Primary and Six (6) Sub-Phases
Open Space Acreage	Minimum 1233 acres	Minimum 1350 acres*
Trailhead(s)	Minimum of One (1)	Minimum of Two (2)
Timing of Open Space Dedication	Dedication to occur at the time of Preliminary Plat	No Change
Development Standards	• Densities for Residential Development Parcels range from 1.0 to 18.0 units/acre • Five residential land use categories: RE, LD, MD, MH, and HD • There are 15 actual zoning districts that can be selected within the community. • The actual zoning district will be determined at time of preliminary plat or site plan as applicable; • Semi-Tailored Hillside/DLCO standards	• Densities for Residential Development Parcels range from 1.0 to 24.0 units/acre • Five residential land use categories: E, L, M, MH, and MU • There are 18 actual zoning districts that can be selected within the community. • The actual zoning district will be determined at time of preliminary plat or site plan as applicable; • Tailored Hillside/DLCO standards

DISCUSSION AND ANALYSIS

Residential Units

18. The privately owned portion of Lake Pleasant Heights is currently entitled for 5,970 units with a minimum of 1,233 acres of open space to be provided by the applicants. During the Lake Pleasant Heights SAP amendment process, the applicants worked closely with the City to develop a revised Conceptual Land Use Plan that would allow for an increase in the number of residential units within the project above what was previously permitted, but would only allow the increase with a proportionate increase in open space.

19. This request is for a major amendment to the Lake Pleasant Heights PCD that would increase the number of allowed residential units from 5,970 up to 6,561 units in keeping with the Lake Pleasant Heights Amended SAP. The overall Project density would be increased from 1.82 du/ac to 2.01 du/ac.

Conformance with the 2012 Amended Specific Area Plan

20. The proposed General Development Plan, Figure 15 within the Lake Pleasant Heights PCD is consistent with the amended Lake Pleasant Heights SAP Land Use Plan. Since the Lake Pleasant Heights SAP approval, further analysis and continued discussion with city staff have resulted in additional refinements to the land use plan, as described below.

21. Westland Road is a significant connection within Lake Pleasant Heights from both a circulation and utility standpoint. The applicants have been cooperating and partnering with the City and adjacent communities to design and develop regional utility solutions for the north Peoria area. As a result of the continued analysis of the infrastructure system and the known topography within the previous alignment, the proposed alignment for Westland Road within Lake Pleasant Heights is being modified within the PCD.

22. Working in conjunction with city staff, the future fire station has been relocated south, and is now situated approximately a half-mile south of the intersection of Vistancia Boulevard and El Mirage Road. Based on the applicants' analysis, the new location should provide better ingress/egress for the station to service the community.

Village-type Concept and Community Facilities

23. Similar to the village concept utilized in the Vistancia master planned community, Lake Pleasant Heights is divided into six "development units" as shown on the Development Unit Map (Exhibit G).

24. A Recreation Amenities Master Plan (RAMP) will be prepared for each Development Unit. Each RAMP will conceptually identify wash preservation

areas, private and public open space, neighborhood parks, mini/HOA parks, paths, trails, bike lanes, trail heads, and concepts for recreational amenities within the development.

25. Given this is a multi-year phased project, staff believes the RAMP approach provides the applicants appropriate flexibility to meet the demands of the market along with remaining current with the City's recreation standards.

26. Proposed community facilities include three neighborhood parks, two trail heads, and a fire station. In addition to the neighborhood parks, there will be approximately one acre mini-parks within a service area of a ¼ to ½ mile radius in accordance with the standards within the Peoria Community Service Master Plan. These facilities are intended to be linked by open space, paths/trails, bike lanes and sidewalks, which will contribute to the community's quality of life.

Density and Intensity

27. Table 1 in the PCD establishes a range (Low and High) of projected residential units for each individual parcel within each Development Unit. Establishing a range for each parcel provides future flexibility to shift residential units within a Development Unit as a means to better meet market demands as the project continues through build-out. While it provides flexibility, each Development Unit also has a maximum number of residential units as shown below in Table 4. These maximums are in conformance with the limits established within the Lake Pleasant Heights SAP.

Table 4 – *Development Unit Residential Summary*

Development Unit	Residential Units	
	Low	Maximum
A	1,141	1,952
B	1,046	1,521
C	207	831
D	79	182
E	1,019	1,672
F	297	403
Total	***3,789***	***6,561***

Mixed-Use Centers

28. There are three proposed mixed-use centers, which are intended to be pedestrian friendly nodes to promote sustainable development and elevate the community identity. Proposed development standards and uses within these centers have been selected to provide goods and services conveniently to residents within these areas, thus reducing vehicular trips, minimize infrastructure needs, and providing a diversity of uses.

Project Phasing

29. Lake Pleasant Heights is anticipated to be developed in three basic phases as shown in Figure 19, Development Phasing Plan within the PCD, and six sub-phases which are dictated by demand. The extension of infrastructure will occur in tandem with the phasing of the development, unless otherwise determined in the Development Agreement or by City Engineer as applicable.

Circulation

30. A Traffic Impact Analysis for Lake Pleasant Heights was prepared and approved by the city staff in 2014. The analysis considered the impacts of the proposed land use plan on the vehicular circulation system and provided recommendations for implementation and phasing.

31. There are a number of planned roadway connections to link Lake Pleasant Heights to the surrounding communities as shown in Figure 20 within the PCD. Primary ingress and egress to Lake Pleasant Heights will be via El Mirage Road from the south within Vistancia during Phase 1.

32. Additional or stand-alone Traffic Impact Analysis reports may be necessary or required by the City Traffic Engineer with each phase or preliminary plat/site plan as needed to confirm specific design requirements.

Hillside & Desert Lands Conservation Overlay

33. The City of Peoria administers a Hillside Development Overlay District and a Desert Lands Conservation Overlay as found in Articles 14-22A and 14-22B in the Zoning Ordinance. The purpose of these documents is to guide development in a manner that protects natural features in the City. These ordinances were created to apply across a number of different landscapes and circumstances within the City, but were not created with a specific site in mind.

34. Unlike many hillside areas in the City, the terrain within Lake Pleasant Heights is heavily undulating and therefore strict adherence to the City's hillside standards is challenging. The applicants have worked closely with staff to allow more development flexibility in certain regions in exchange for greater open space connectivity, protection of significant environmental features and more comprehensive guidelines for the restoration of disturbed areas.

35. The applicants have submitted a modified Desert Lands Conservation Overlay (DLCO) that replicates the recently approved Saddleback Heights model and are seeking incorporation of the concepts into the new Lake Pleasant Heights PCD. Staff is confident that although there are modifications to the hillside development standards and the DLCO, the project maintains the same high level of design and livability standards approved in surrounding communities such as Vistancia and Saddleback Heights.

Peoria Unified School District (PUSD)

36. This development lies within the boundaries of the Peoria Unified School District (PUSD). The applicants and PUSD have reached an agreement concerning developer assistance to the district (Exhibit H).

Public Participation Plan - Neighborhood Meeting

37. As a requirement of the Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting.

38. The applicants notified all property owners within a 1,320 foot (1/4 mile) radius of the site and all registered Homeowner's Associations within 1 mile for the required neighborhood meeting. The meeting was held for this request on April 1, 2013 at the Sunrise Mountain Branch Library, and was attended by city staff, a representative for Vistancia and two property owners.

39. The property owners in attendance inquired about the proposed land uses, phasing of the development and elimination of the golf course. They expressed no concern with the proposed plans.

40. At the time of this printing, staff has not received any letter of support or opposition to the proposal.

Public Noticing

41. Public notice was provided in the manner prescribed under Section 14-39-6 of the City of Peoria Zoning Ordinance.

42. Posting of the site was completed within the prescribed number of days prior to the Public Hearing.

Support / Opposition

43. At the time of this writing, staff has not received any support or opposition to the proposal.

FINDINGS AND RECOMMENDATION

44. Based on the following findings:

- This request is consistent with the General Plan and Lake Pleasant Heights Specific Area Plan; and
- This request advances the intent of the Lake Pleasant Heights Planned Community District; and
- This request results in the continuation of a well-designed, well-appointed master planned community with a blend of meaningful open space, recreation, and commercial uses with opportunities for a diverse mix of housing; and
- The applicants are willing to execute a Proposition 207 waiver.

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

Recommend to the City Council approval of Z03-05-A.1 subject to the following conditions:

1. The development shall be in conformance with the "Lake Pleasant Heights" Planned Community District (PCD) Standards and Guidelines Report, (case Z03-05A.1) dated 09/16/2015, except as modified below.
2. The maximum residential units within Lake Pleasant Heights is limited to 6,561, in conformance with the Lake Pleasant Heights Specific Area Plan.
3. Maximum of 4,304 units is permitted within the area identified as Development Units A, B and C as shown in Figure 15, Proposed General Development Plan. Conversely, a maximum of 2,257 units is permitted within Development Units D, E and F.
4. Residential units are allowed to be transferred from parcel to parcel within a Development Unit; however, at no time shall the overall density of 2.3 dwelling units per acre for private land, or 1.6 dwelling units per acre for State Trust Land be exceeded.
5. The Developer shall submit and receive approval from the Community Services Director, or designee, for a "Recreation and Amenities Master Plan" (RAMP) for each Development Unit prior to the submittal of the first preliminary plat or site plan for that Development Unit.
6. The Developer shall submit a revised Table 1 for the entire project indicating the target number of dwelling units, elected zoning district, and projected amount of open space to be provided within each Development Unit at the time of the first preliminary plat or site plan submittal, to the satisfaction of city staff.

7. As subsequent parcels develop within each Development Unit, Table 1 shall be updated by the Developer (at the time of preliminary plat and final plat) to reflect actual number of platted dwelling units, actual zoning district, and total amount of open space per parcel.

8. Cultural resources:

    a. The Developer shall complete an inventory on State Land parcels as each Development Unit moves forward.

    b. The Developer shall further research and inventory NHRP eligible sites to exhaust obtainable data. Sites where avoidance is recommended, those sites shall be preserved by the Developer unless unavoidable. If unavoidable, a mitigation and treatment plan shall be prepared by the Developer and approved by City of Peoria staff prior to that Development Unit moving forward with preliminary plat/site plan approval.

9. The Developer shall dedicate to the City all Paths/trails and bike lanes as shown on Figure 16a Bicycle & Pedestrian Circulation Plan. Location, width and design of the paths/trails and bike lanes, along with the corresponding easements shall be subject to the approval of the Community Services Director.

10. The Developer shall not modify preserved wash areas with gunnite or similar materials as a means to handle increased water.

11. The Developer shall submit a slope analysis for each parcel at the time of preliminary plat or site plan as applicable, to the satisfaction of city staff.

12. The Developer shall design the street circulation to minimize impact on sensitive environmental areas, and will be subject to the review and approval by the City Engineer and Planning Director, or designee.

13. Construction north of the Central Arizona Project (CAP) is prohibited until construction is completed and Letter of Completion has been issued for the El Mirage bridge crossing.

14. The extension of infrastructure will occur in tandem with the phasing of the development, unless otherwise permitted within an approved Development Agreement, or by the City Engineer.

15. The Developer shall provide a separate stand-alone Traffic Impact Analysis with each subsequent Phase or Preliminary Plat, to the satisfaction of the City Engineer. A supplemental update to the approved TIA, or a Traffic Impact Statement may be required by city staff as each Development Unit continues through the entitlement and permitting process.

16. The Developer is required to submit and receive approval of a Final Master Drainage Report prior to any Preliminary Plat or site plan approval, to the satisfaction of city staff.

17. The Developer shall submit a Phased Drainage Plan to be approved by city staff for each proposed development phase, prior to any preliminary plat or site plan approval for that phase. Each approved phased drainage report must be updated at the completion of each phase based on final design conditions, to the satisfaction of city staff. This requirement must be satisfied for each phase prior to submittal of the next construction phase unless specifically permitted by the City Engineer.

18. The Developer shall submit a site specific Drainage Report with each preliminary plat and/or site plan, that shall be in conformance with the approved Master Drainage Report and the Master Drainage Plan for that phase of construction.

19. All floodplains shall be shown on the preliminary and final plats, or site plans as applicable. No structure shall be constructed within the limits of a FEMA designated flood plain.

20. Any modification to existing flood plain shall be pre-approved by FEMA through the City of Peoria Engineering Department.

21. The right-of-way dedications and roadway sections will be determined based on the city standards that are in effect at the time of the preliminary plat and/or site plan approval process.

22. The Developer shall construct full-street improvements for Westland Boulevard from the point where it terminates within the Vistancia master planned community (approximately east of the 127th Drive alignment) up to the intersection of El Mirage Road. Timing of the Westland Road improvements shall be in accordance with the terms as set forth in the Development agreement, or by the City Engineer.

23. The Developer shall submit and receive approval of the water and sewer master plans by the Utilities Department prior to any preliminary plat or site plan approvals.

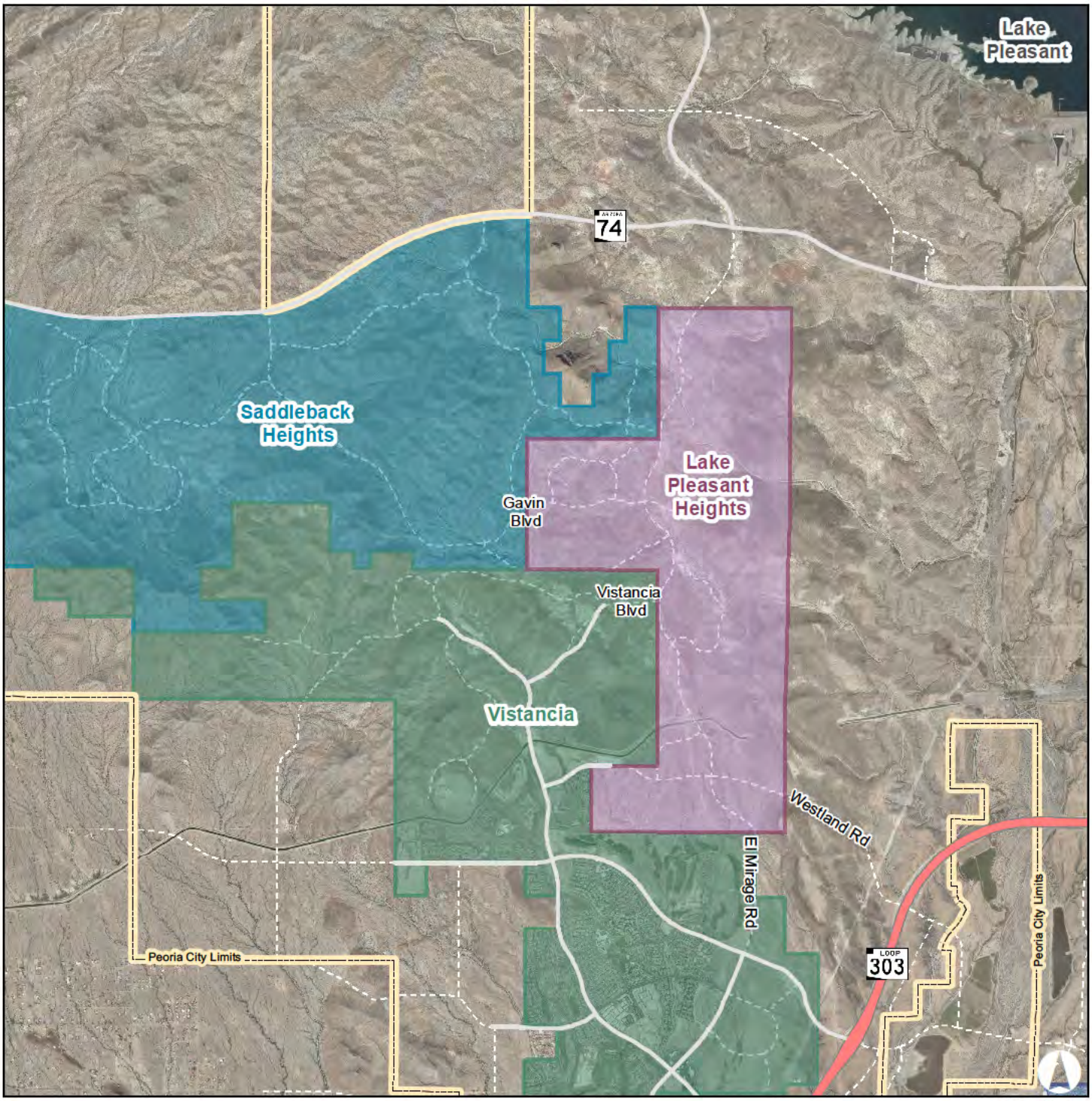
24. Approval of the Maricopa County Department of Environmental Services is required for all water and wastewater treatment facilities, water distribution systems, wastewater collection systems, wells, storage tanks, wastewater effluent re-use infrastructure, etc.

ATTACHMENTS

Exhibit A	Vicinity Map
Exhibit B	Surrounding Ownership Map
Exhibit C	Land Use Map
Exhibit D	Zoning Map
Exhibit E	Lake Pleasant Heights Ownership Map
Exhibit F	Planned Community District (PCD) Standards and Guidelines Report for Lake Pleasant Heights
Exhibit G	Development Unit Map
Exhibit H	Letter from PUSD

Prepared by: Lorie Dever
Senior Planner

Vicinity Map



Not to Scale

Z03-05A.1 Lake Pleasant Heights

Applicant: Iota Purple and Group Three/Noranda

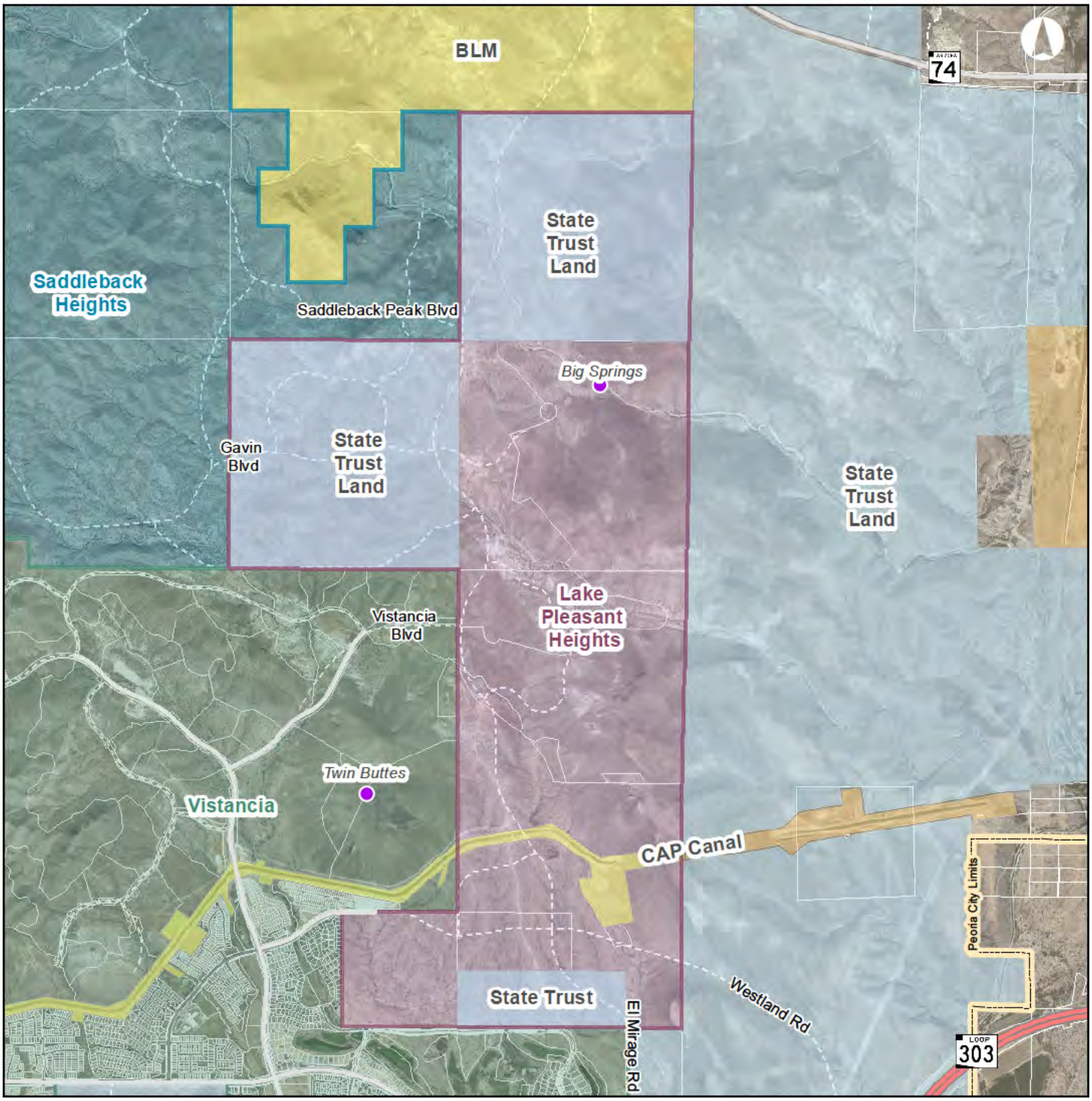
Request: A major amendment to the Lake Pleasant Heights Planned Community District (PCD) to allow an increase in the maximum number of residential dwelling units from 5,970 to 6,561 and modification of the land use plan to be consistent with the adopted Lake Pleasant Heights Specific Area Plan.

Location: The property generally lies between the Joy Ranch Road alignment on the north, the Lone Mountain Road alignment on the south, the 123rd and 131st Avenue alignments on the west and the 115th Avenue alignment on the east.

CITY OF PEORIA ARIZONA 1954

Exhibit A

Surrounding Ownership Map



Not to Scale

Z03-05A.1 Lake Pleasant Heights

Applicant: Iota Purple and Group Three/Noranda

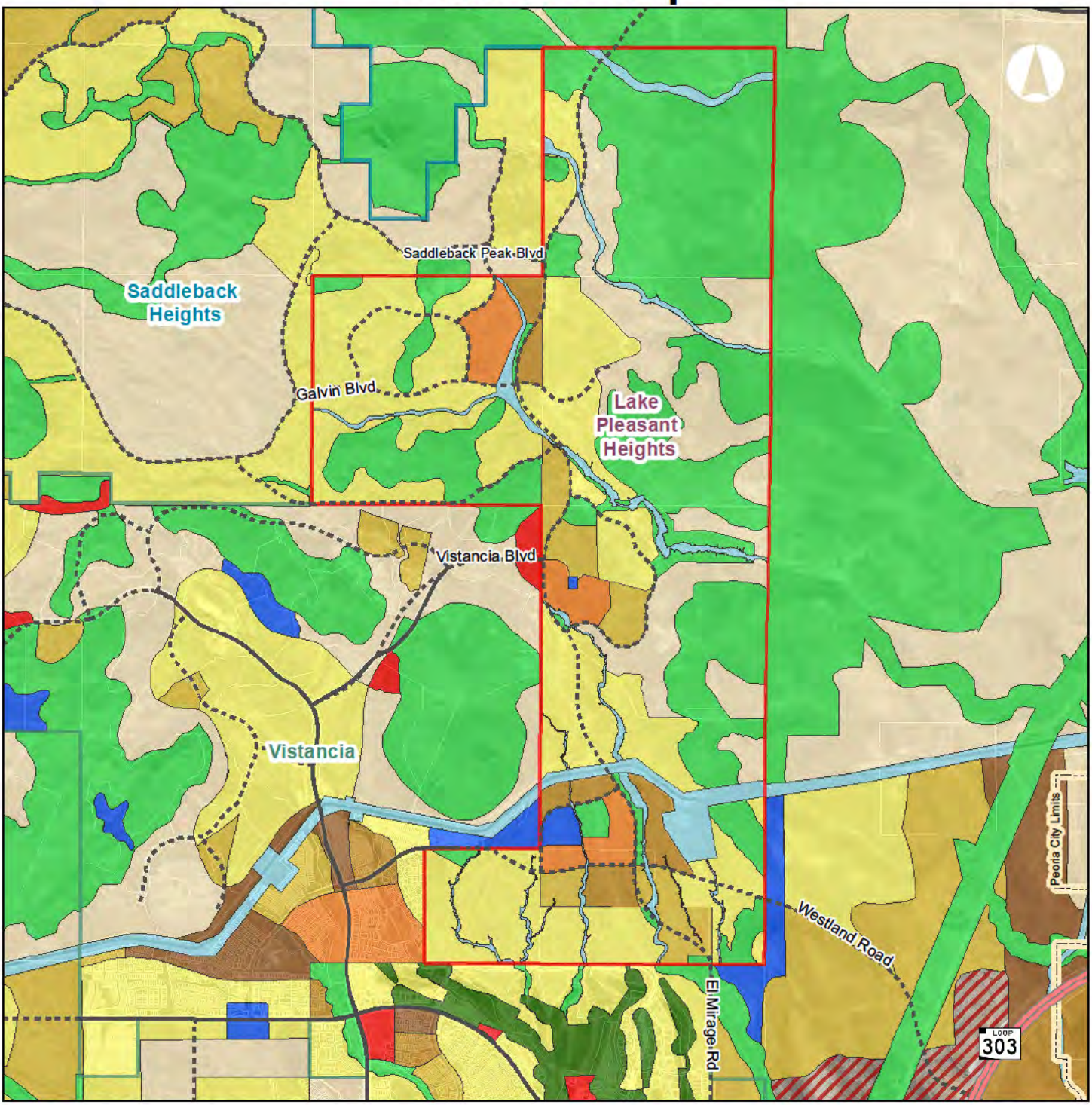
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CITY OF PEORIA ARIZONA 1954

Exhibit B

Land Use Map



Not to Scale

Z03-05A.1 Lake Pleasant Heights

Applicant: Iota Purple and Group Three/Noranda

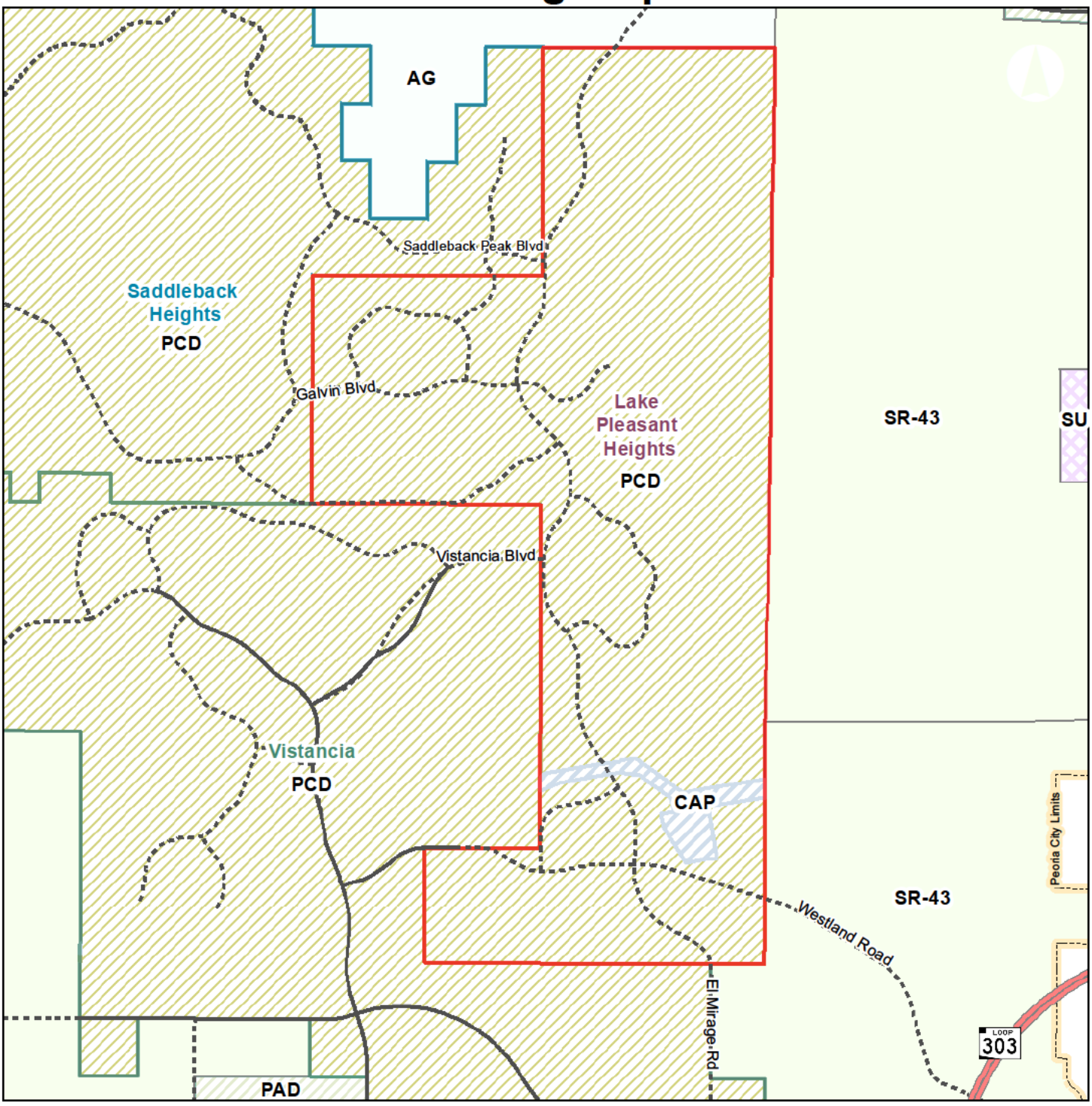
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CITY OF PEORIA ARIZONA 1954

Exhibit C

Zoning Map



Not to Scale

Z03-05A.1 Lake Pleasant Heights

Applicant: Iota Purple and Group Three/Noranda

Request: A major amendment to the Lake Pleasant Heights Planned Community District (PCD) to allow an increase in the maximum number of residential dwelling units from 5,970 to 6,561 and modification of the land use plan to be consistent with the adopted Lake Pleasant Heights Specific Area Plan.

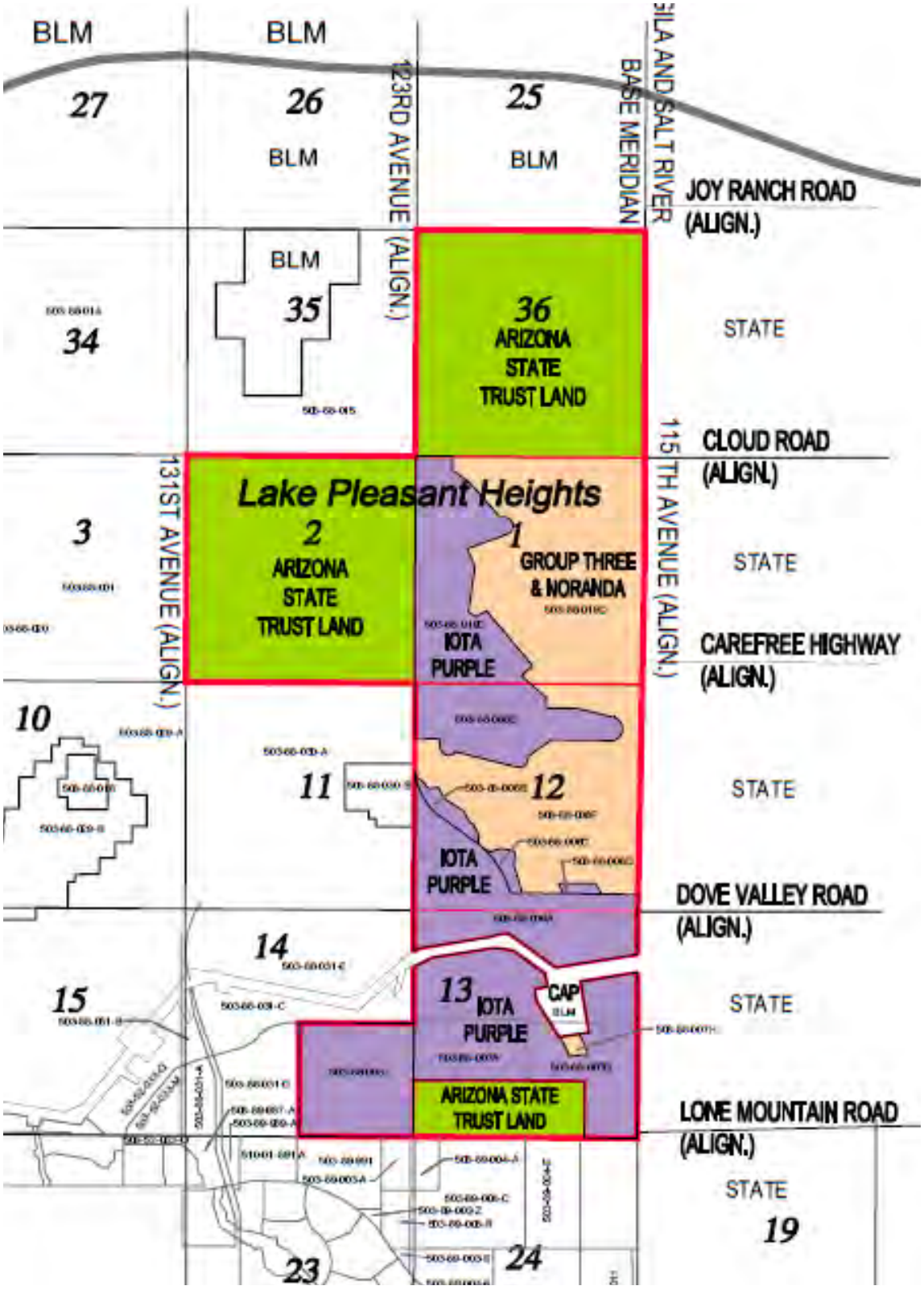
Location: The property generally lies between the Joy Ranch Road alignment on the north, the Lone Mountain Road alignment on the south, the 123rd and 131st Avenue alignments on the west and the 115th Avenue alignment on the east.

CITY OF PEORIA

Exhibit D

Exhibit E
Property Ownership Map

Property Ownership Map



Z03-05A.1

Exhibit E

Exhibit F
Planned Community District (PCD)
Standards and Guidelines Report
For Lake Pleasant Heights

LAKE PLEASANT HEIGHTS
Planned Community District
Peoria, Arizona

Master Plan and Development Regulations

An Application to Amend the Zoning Map and Text of the Peoria Zoning Ordinance

Z03-05: Approved by City Council December 13, 2005
Z03–05A.1: First Draft Submitted February 20, 2013
Second Draft Submitted January 23, 2014
Third Draft Submitted November 19, 2014
Fourth Submittal September 14, 2015

Amended Document Prepared by:

VA Consulting, Inc.
LVA Urban Design Studio

Amendment Prepared for:

IOTA Purple, LLC
Noranda Properties
Group Three Properties
Arizona State Land Department

LAKE PLEASANT HEIGHTS
Planned Community District

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Appendix F ..... Biological Assessment
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Water and Wastewater Master Plan Amendment ..... Under Separate Cover
Drainage Master Plan ..... Under Separate Cover
Cultural Resources Summary ..... Under Separate Cover

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(949) 474-1400

EXECUTIVE SUMMARY

Lake Pleasant Heights is situated within the southern foothills of the Hieroglyphic Mountain Range and southwest of Lake Pleasant, within the City of Peoria. The property generally lies between the Joy Ranch Road alignment on the north, the Lone Mountain Road alignment on the south, the 123rd and 131st Avenue alignments on the west and the 115th Avenue alignment on the east as shown on Figure 1, Regional Context Map. The total land area is approximately 3,268 acres or 5.1 square miles.

The Lake Pleasant Heights property is currently zoned PCD, Z03-05 Lake Pleasant Heights, and is entitled with an overall density of approximately 2 dwelling units per acre. The PCD created appropriate land use intensity for services necessary to support the planned community population as well as supporting regional travel routes. The land use document guiding the future development of the Lake Pleasant Heights property is the Lake Pleasant Heights Specific Area Plan, GPA 01-04, adopted May 7, 2002, Resolution No. 02-92, amended under General Plan Amendment, GPA01-04A.1, Resolution No. 05-215A, Adopted December 13, 2005, and amended again under General Plan Amendment GPA12-0003, on December 4, 2012, Resolution No. 2012-138, and Adopted on December 4, 2012. The land use map within the Lake Pleasant Heights Specific Area Plan is the General Plan land use recommendation for the property.

An amendment to the Lake Pleasant Heights PCD is needed due to a variety of different circumstances including changes in the economy and housing market, property ownership, regional transportation needs and more current considerations for developing better planned communities with sustainable principles. Lake Pleasant Heights is compatible with the other master planned communities in the area, which are:

- Vistancia – Approximately 1.5 dwelling units per acre (7,100 acres); and
- Saddleback Heights – Approximately 1.56 dwelling units per acre (5,300 acres).

The Lake Pleasant Heights project is designed to offer a broad range of housing types, as well as retail and commercial services. The projected population of approximately 18,371 residents will be served by two planned elementary schools, three neighborhood parks, the Big Springs passive desert environmental park, one fire station, and a natural open space network with trails.

The primary ingress and egress to the Lake Pleasant Heights property will be via El Mirage Road from the south and from a connection to State Route 303, via the Westland Road connection to the east connection State Route 303 will be made in Phase 3. El Mirage Road is planned to connect north to Highway 74 in a later phase of the Lake Pleasant Heights development. In addition to the regional connection to the east, Westland Road is planned to provide a connection to the Vistancia Planned Community to the west.

The following action is requested of the Peoria City Council in association with the Lake Pleasant Heights Planned Community District:

- An ordinance approving the amended Planned Community District provisions for Lake Pleasant Heights; and
- An ordinance approving a Development Agreement as necessary to address project infrastructure and services. For State Trust Land, the Arizona State Land Department cannot enter into a Development Agreement, so this will become the responsibility of the party succeeding the Trust interest in the land.

1 PROJECT INTRODUCTION AND OVERVIEW

1.1 Property Description and Location

Lake Pleasant Heights is a 3,268-acre property, located in northwest Peoria, designed as a master planned community. The property is legally defined in Section 1.4. below. The project is comprised of both State Trust and private land consisting of 1,396 and 1,872 acres, respectively. The property generally lies between the Joy Ranch Road alignment on the north, the Lone Mountain Road alignment on the south, the 123rd and 131st Avenue alignments on the west and the 115th Avenue alignment on the east. The Lake Pleasant Heights Planned Community is situated at the southeastern terminus of the Hieroglyphic Mountain Range, a range that lies immediately southwest of Lake Pleasant. Figure 1, Regional Context Map, demonstrates the location of the Lake Pleasant Heights site along with adjacent planned developments and landmarks.

The Lake Pleasant Heights property history has evolved through the completion of a Bureau of Land Management (BLM) land exchange, annexation of the property into the City of Peoria in 1994, the adoption of a Pre-Annexation and Development Agreement that same year and the adoption of a Specific Plan. In 2003, Group Three / Noranda Properties initiated a Specific Plan Amendment and Application for Planned Community District Zoning with the cooperation and authorization from the State Land Commissioner for inclusion of some adjacent State Trust Lands. While the application for Planned Community District in process, a portion of the land under Application transitioned to new ownership (Pleasant Views, LLC). The Applications for the Specific Area Plan, Planned Community District Zoning and a corresponding Development Agreement (November 1, 2005). IOTA Purple, LLC is a special purpose corporate entity, which acquired its portion of land holdings within LPH in 2010. In 2012, a Specific Area Plan was prepared under a joint Application by Iota Purple, Group Three Properties, Noranda Properties and the State Land Department. The Specific Area Plan was adopted by the Peoria City Council in December of 2012. This Planned Community District has been prepared under the same joint Application arrangement as necessary to refine the zoning to be consistent with the adopted Specific Area Plan. IOTA Purple, LLC is a special purpose corporate entity, which acquired its portion of land holdings within Lake Pleasant Heights in 2010. In 2012, a SAP Amendment was prepared under a joint application by Iota Purple, Group Three Properties, Noranda Properties and the State Land Department. The SAP Amendment was adopted by the Peoria City Council in December of 2012. This PCD Amendment has been prepared under the same joint application arrangement as necessary to refine the zoning to be consistent with the adopted SAP.

Lake Pleasant Heights is a significant part of an ongoing effort to comprehensively plan for the future of the northwest region in the City of Peoria. This comprehensive approach to planning for future development is significantly superior to smaller, fragmented patterns of growth. As such, there have been extensive coordinating efforts with the City and adjacent landowners (Vistancia and Saddleback Heights) to make sure that regional and local development issues are addressed. The construction of the Loop 303 freeway helps to provide access and employment opportunities for residents in this area. Comprehensive Citywide plans for desert lands conservation, hillside development ordinances and regional plans for trails and open space have been incorporated into the future of Lake Pleasant Heights.

1.2 Statement of Purpose and Necessity for the Planned Community District

The purpose for creating the Lake Pleasant Heights Planned Community District is to govern the development of the Lake Pleasant Heights property. The Lake Pleasant Heights Planned PCDs are Community District (PCD) will establish policies and regulatory standards for the property related to land use, density, intensity, public infrastructure, public facilities, and desert preservation.

PCD's are designed to accommodate large developments through comprehensive planning that is consistent with the Peoria General Plan (in this case, the approved Lake Pleasant Heights Specific Area Plan). PCDs allow development standards to be tailored to the specific opportunities and constraints of a site that may not be possible utilizing conventional zoning districts. The customization of standards is of particular importance to Lake Pleasant Heights, given its terrain, washes, and other Sonoran Desert features.

The Lake Pleasant Heights property is located in an area that provides an opportunity to create a master planned community that emphasizes the integration of the developed environment with the natural desert environment. The community will be designed around a network of natural open spaces that will include both active and passive recreation for local residents. Linkages are planned to Vistancia and Saddleback Heights. The proximity of the community to Lake Pleasant offers additional nearby recreational opportunities.

The Lake Pleasant Heights PCD will establish policies related to:

- Land use types;
- Transportation network alignments;
- Planned community public facilities;
- Land use intensity and density ranges;
- Open space linkage concepts;
- Hillside development; and
- Residential development concepts for custom, semi-custom and production home building.

Major factors that have led to the need for the amendment are as follows:

- Changes to the economy and housing market demand occurred since the approval of the previous PCD for Lake Pleasant Heights in 2005.

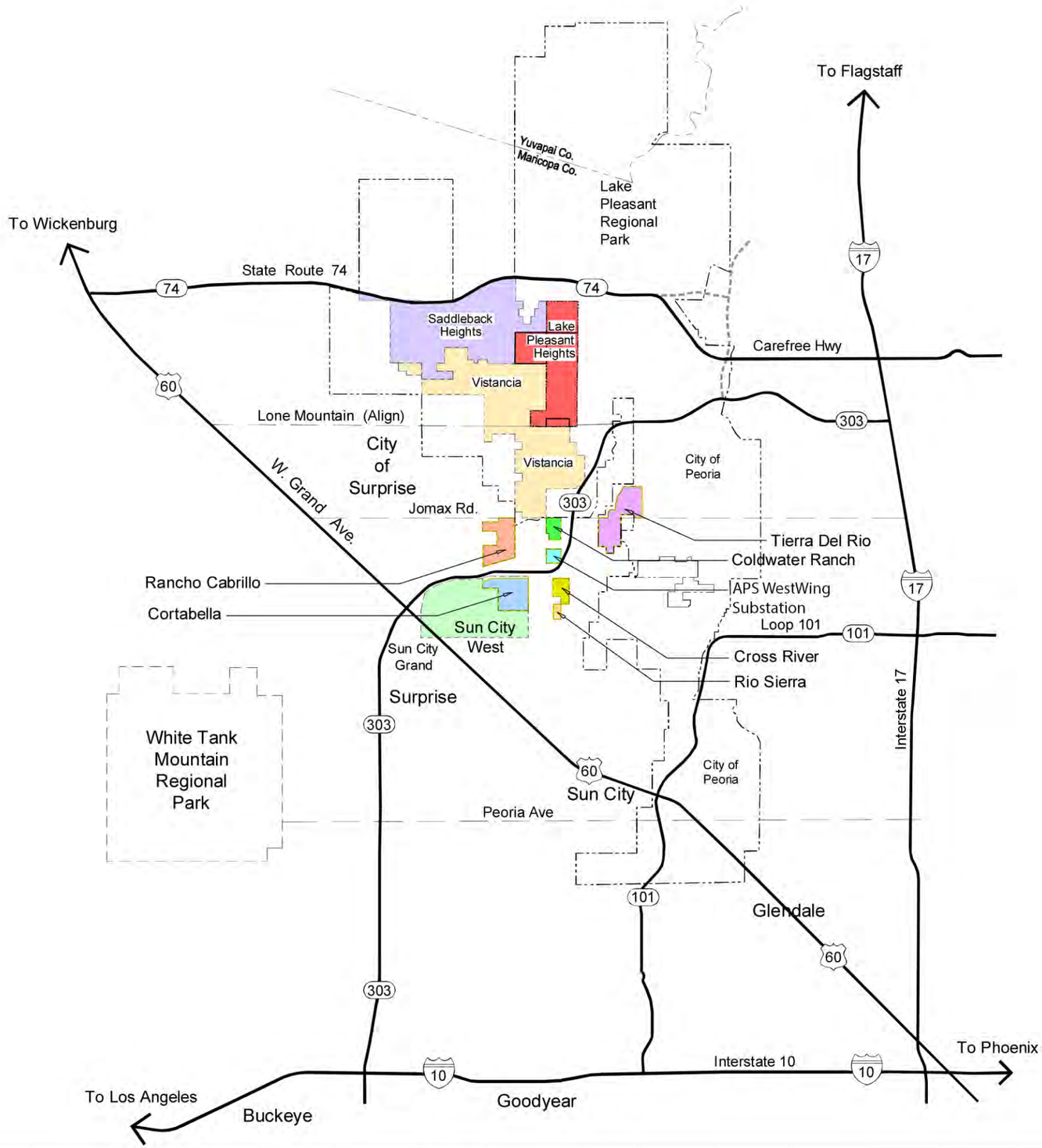
- Regional transportation needs and connectivity to adjacent master planned communities. Coordination with the City and adjacent land owners developed solutions to transportation issues that were not fully addressed in the previous PCD.

- Smart growth principles that are consistent with current General Plan policies have been incorporated into the current land use plan. These changes will allow for more connectivity and less reliance on automobiles thereby, reducing greenhouse gas emissions. Higher density, mixed use nodes have been planned to provide housing along with a variety of daily recreational, shopping and educational needs within close proximity and creating pedestrian friendly nodes or town centers located at major intersections of the community.

- The elimination of a golf course within the land use plan. With additional golf courses being developed in the surrounding region and changes in the popularity and financial feasibility of golf courses in general, it was determined that golf was no longer a desired amenity. Instead, clustering of neighborhoods with an orientation to natural open space with trails and distant views have become the emphasis in the updated plan.

- Citywide policies have changed since the previous PCD was approved. These include policies related to Desert Lands Conservation, Parks, Recreation, Open Space and Trails, Design Guidelines and Hillside Development. The new plan has provided an opportunity to address and be in compliance with the new policies and criteria in these areas.

Figure 1
Regional Context Map



Lake Pleasant Heights
Planned Community District

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The Lake Pleasant Heights PCD will establish regulatory standards related to:

- Base zoning districts and development standards;
- Infrastructure design standards; and
- Grading and retention standards.

The Lake Pleasant Heights PCD Major Amendment is to be adopted by the Peoria City Council by Ordinance to formally establish the development policies, regulatory standards and zoning for the subject property. To approve the PCD, the Council must find that several site issues have been addressed, as per Article 14-36-6 of the Peoria Zoning Ordinance. Below is a brief discussion of how the Lake Pleasant Heights project accomplishes those findings. All of the findings are discussed in more detail in Section 4 of this report.

1. **The development proposed is in conformance with the General Plan.**

   The Lake Pleasant Heights PCD is based on the Lake Pleasant Heights Specific Area Plan, which was amended and approved in December 2012. The proposed density of the PCD and the distribution and mix of land uses are consistent with provisions of the Specific Area Plan. The PCD provides additional refinement of the land uses and specific densities, as well as establishes a more precise development program through its policies and regulations. Mixed use pedestrian friendly nodes are included promoting sustainable development that elevate community identity and convenience, reduce vehicular trips, minimize infrastructure needs, improve air quality and provide a diversity of uses.

2. **The streets and thoroughfares proposed are in conformance with the General Plan Circulation Map and will be adequate to serve the proposed uses.**

   The PCD is consistent with the amended transportation network outlined in the Specific Area Plan. The alignments shown in the PCD Plan have been modified with the acknowledgment and cooperation of the Saddleback Heights land ownership, the State Land Department and with consideration for the Vistancia Planned Community District Plan. The network alignments also have been planned to accommodate the hillside terrain and anticipate the requirement to meet City standards for horizontal and vertical geometry.

3. **In the case of proposed residential development, the development will promote compatible buildings and uses, and it will be compatible with the character of the surrounding area.**

   The Lake Pleasant Heights PCD promotes development that is compatible with the character of the surrounding area. Specific densities and intensities have been situated to be compatible with the natural environment. Further, based on slope category, a percentage of natural open space will be preserved within the hillside areas and each development parcel will be analyzed to determine areas to be preserved.

4. **The conceptual site locations proposed for public facilities such as schools, fire protection, law enforcement, water, wastewater, streets, public services and parks, are adequate to serve the anticipated population within the PC district.**

   Public facilities are incorporated into the Lake Pleasant Heights plan. Three neighborhood parks/recreation areas are anticipated - one in the south/central area of the site, one in the central area and one in the northwest area within State Trust land Section 2 T5N, R1W. The Big Spring area is proposed as a passive desert environmental park with consideration for biological

resources including habitat and wildlife migration. The Applicants have worked with the Peoria Parks department to determine size and location of these facilities.

Elementary schools are planned within the southern portion and northern portion of the project. These schools are anticipated to serve the majority of students within Lake Pleasant Heights, with additional school capacity to accommodate the estimated population growth. The school site in Phase 1 is located in the land owned by Iota Purple, LLC. In December 2014, IOTA Purple, LLC. signed a Developer Assistance Agreement with the Peoria Unified School District to provide land to PUSD for the construction of a school site in Phase 1 by PUSD. This school site will serve a majority of the student population in LPH until such time that the second school site in State Land (Development Unit Area E) is needed. At that time, the Arizona State Land Trust or the future owner of the second school site land will enter into another Developer Assistance Agreement with the PUSD to provide land for construction of the second school site.

A fire station is planned central to the community. Water, wastewater, and street systems will all be designed to meet the needs of the development, as established through the appropriate studies. All of these facilities are described in greater detail in Section 4 of this report.

5. **In the case of proposed commercial, industrial, institutional, recreational, and other non-residential uses or mixed-uses, such development will be appropriate in area, location, and overall planning for the purpose intended.**

   The scale and location of non-residential services have been planned in direct response to support the projected residential population of the community. In addition to the mixed use nodes, with regard to employment, Lake Pleasant Heights is within a short commuting distance to employment nodes identified within the Peoria General Plan.

6. **The development is fiscally sound, as demonstrated in the Cost Impact Analysis, and is consistent with adopted policies, infrastructure plans, and applicable Capital Improvement Programs (CIP).**

   The Lake Pleasant Heights Development Agreements have been written to respond to fiscal issues affiliated with the PCD for the Lake Pleasant Heights Planned Community.

1.3 Organization of Report

There are three primary components required for inclusion within a PCD application (Article 14-36-3: Application Requirements): a Standards Report, a Development Plan, and a Development Schedule. Each of these components contains several sub-components listing information that must be contained within the documents. All required information in each of the three documents is contained within this report. However, it is organized into sections based on the logical development of the PCD, from the existing conditions to its ultimate regulatory standards.

Sections 1 through 3 contain the project introduction and overview, regional context, and site analysis. These sections establish the basis for the Lake Pleasant Heights plan. Section 4 equates most directly to the required Development Plan. This section details the project's conformance to the Lake Pleasant Heights Specific Area Plan, establishes land use density and intensity, describes and illustrates the transportation system, and details the project's utilities and infrastructure. This section also includes the required (per Standards Report) matrix indicating the site data in total and by development unit. Section 5 provides the regulatory standards that correspond to each development unit. This section includes the zoning districts created specifically for the Lake Pleasant Heights' property and modifications to other applicable ordinances necessary to implement the Development Plan. Section 6 outlines development timing and phasing. The report appendices contain other required information, such as ownership verification and hillside and conservation ordinances.

1.4 Legal Description of the Planned Community District Area

The Lake Pleasant Heights Planned Community District boundaries are graphically depicted on Figure 2, Property Boundary/Legal Exhibit, and legally described as follows:

1. Private Lands

All of Section 1, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

All of Section 12, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The Southeast quarter of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Lots 4 through 15, inclusive, the Southeast quarter of the Northwest quarter, and the North half of the Southwest quarter of Section 13, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

2. State Trust Land(s)

All of Section 36, Township 6 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

All of Section 2, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The South half of the Southwest quarter of Section 13, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

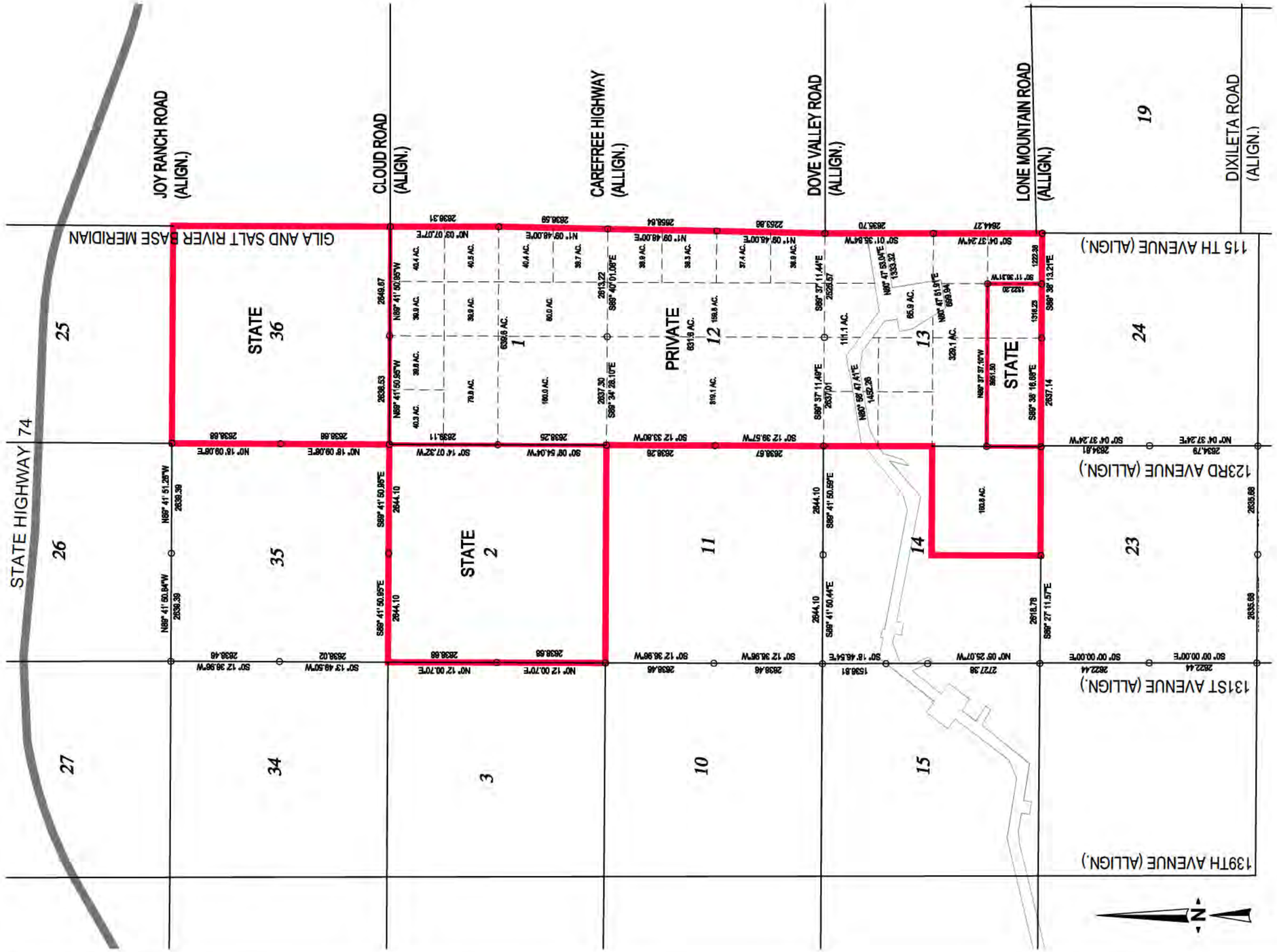
The Southwest quarter of the Southeast quarter of Section 13, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

1.5 Ownership Verification and Authorization

The ownership for the Lake Pleasant Heights property is primarily held by Group Three and Noranda, and Iota Purple, LLC as shown on Figure 3, Property Ownership, Site and Vicinity. Approximately 1,396 acres of the site are State Trust land(s) managed by the Arizona State Land Department. Proof of ownership for the privately owned land is provided in Appendix A, Property Ownership Verifications.

Figure 2

Property Boundary/Legal Exhibit



Lake Pleasant Heights

Planned Community District

PEORIA, ARIZONA

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2 REGIONAL CONTEXT

A regional overview is provided below to give context to the Lake Pleasant Heights property in relationship to the closest community facilities and surrounding properties. Many of the existing community facilities are substantially south of the subject property. The Planned Community District proposes additional facilities to serve the future Lake Pleasant Heights resident population.

2.1 Property Ownership - Vicinity

The property ownership for the site and the surrounding area is provided on Figure 3, Property Ownership, Site and Vicinity. In general, the property to the northwest is owned and managed by Diamond Ventures, Inc., the developer of the Saddleback Heights community. To the east is State Trust land(s). To the south is Vistancia owned by Vistancia North, LLC and Vistancia South, LLC.

2.2 Municipal Boundaries

Lake Pleasant Heights lies entirely within the Peoria city limits. Maricopa County jurisdiction is to the south and southwest of the Vistancia property. The City of Surprise is located a few miles southwest of the site. See Figure 4, Municipal Boundaries.

2.3 Relationship with Other Planning Efforts within Proximity to the Site

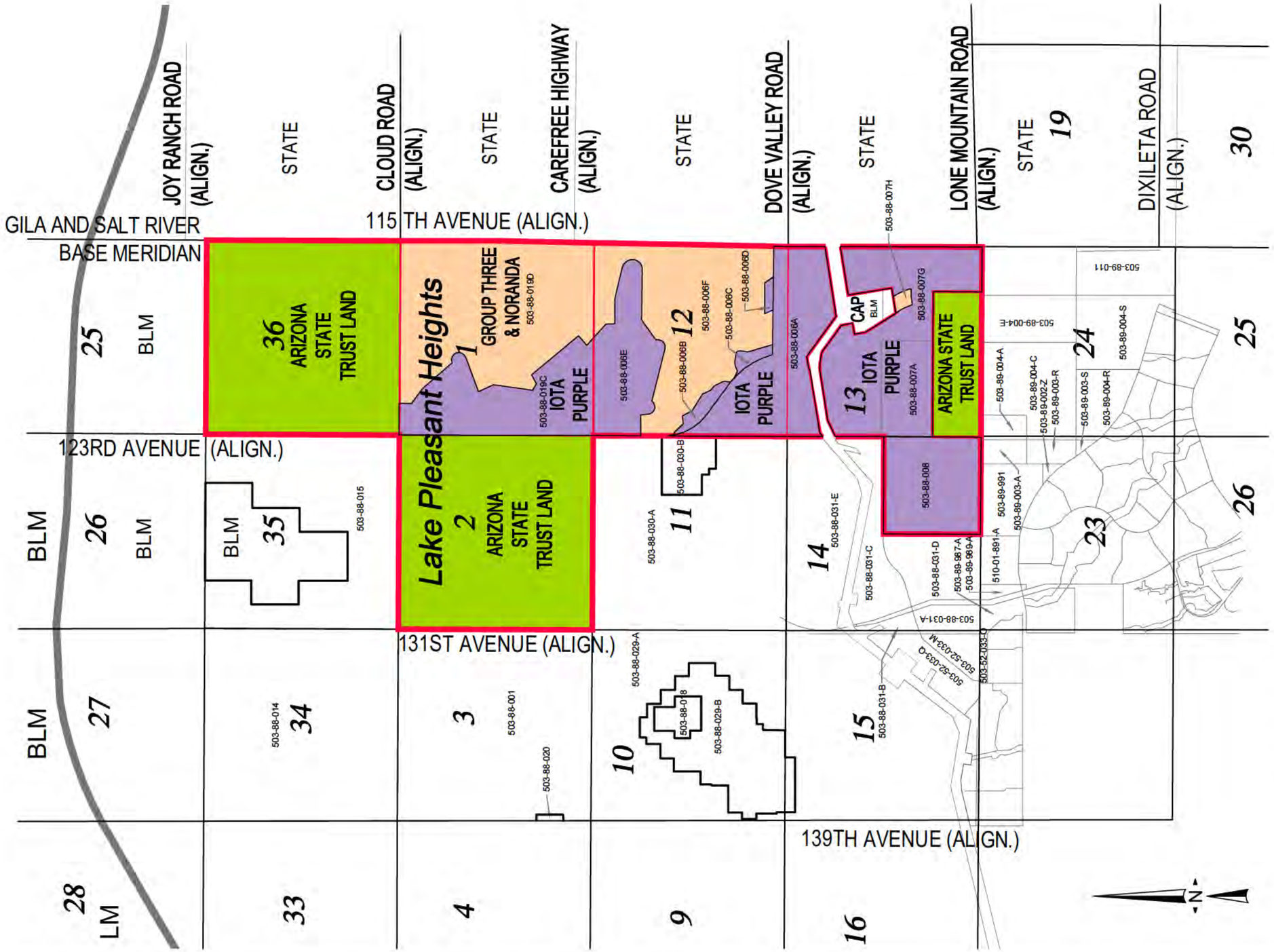
This Planned Community District is intended to work in unison with future development activities planned to occur as part of the Saddleback Heights and Vistancia Planned Community Districts. See Figure 5, Northwest Planned Communities.

2.4 Recreational Opportunities

The Lake Pleasant Heights site is located close to several regional recreational amenities. The most prominent area amenity is Lake Pleasant, approximately two miles to the northeast. Lake Pleasant provides opportunities for picnicking, boating and other water sports. A regional trail system is being proposed along the Central Arizona Project (CAP) canal, providing opportunities for community residents to walk or bike from Lake Pleasant Heights to other areas along the canal. Although, there are topographic challenges, this trail is anticipated to connect to the Agua Fria River to the east. Some open spaces within Lake Pleasant Heights are planned to link with natural areas in adjacent communities, creating additional non-vehicular recreation and regional connections.

Figure 3

Property Ownership, Site and Vicinity



Tax Parcel Number	Property Owner
Vicinity	
503-89-011	Vistancia L.L.C.
503-89-004-Q	Vistancia L.L.C.
503-89-004-E	Vistancia L.L.C.
503-89-004-R	Vistancia L.L.C.
503-89-004-C	Vistancia L.L.C.
503-89-004-A	Vistancia L.L.C.
503-89-003-S	Vistancia L.L.C.
503-89-003-R	Vistancia L.L.C.
503-89-003-A	Vistancia L.L.C.
503-89-002-Z	Vistancia L.L.C.
503-89-991	Vistancia L.L.C.
510-01-891-A	Vistancia L.L.C.
503-89-989-A	Vistancia L.L.C.
503-89-987-A	Vistancia L.L.C.
503-52-033-O	Vistancia L.L.C.
503-88-031-D	Vistancia L.L.C.
503-88-031-A	Vistancia L.L.C.
503-52-033-M	Vistancia L.L.C.
503-52-033-Q	Vistancia L.L.C.
503-88-031-C	Vistancia L.L.C.
503-88-031-B	Vistancia L.L.C.
503-88-031-E	Vistancia L.L.C.
503-88-030-B	Vistancia L.L.C.
503-88-030-A	Vistancia L.L.C.
503-88-029-A	Vistancia L.L.C.
503-88-018	Vistancia L.L.C.
503-88-029-B	Vistancia L.L.C.
503-88-020	Vistancia L.L.C.
503-88-001	First American Title
503-88-014	First American Title
503-88-015	First American Title
General Public Lands	Federal Bureau of Land Management
General Public Lands	Arizona State Land Department
Site	
503-88-019D	Noranda Properties Inc.
503-88-006F	Group Three Properties
503-88-007H	Group Three Properties
503-88-006A	IOTA Purple L.L.C.
503-88-006B	IOTA Purple L.L.C.
503-88-006C	IOTA Purple L.L.C.
503-88-006D	IOTA Purple L.L.C.
503-88-006E	IOTA Purple L.L.C.
503-88-007A	IOTA Purple L.L.C.
503-88-007G	IOTA Purple L.L.C.
503-88-008	IOTA Purple L.L.C.
503-88-019C	IOTA Purple L.L.C.

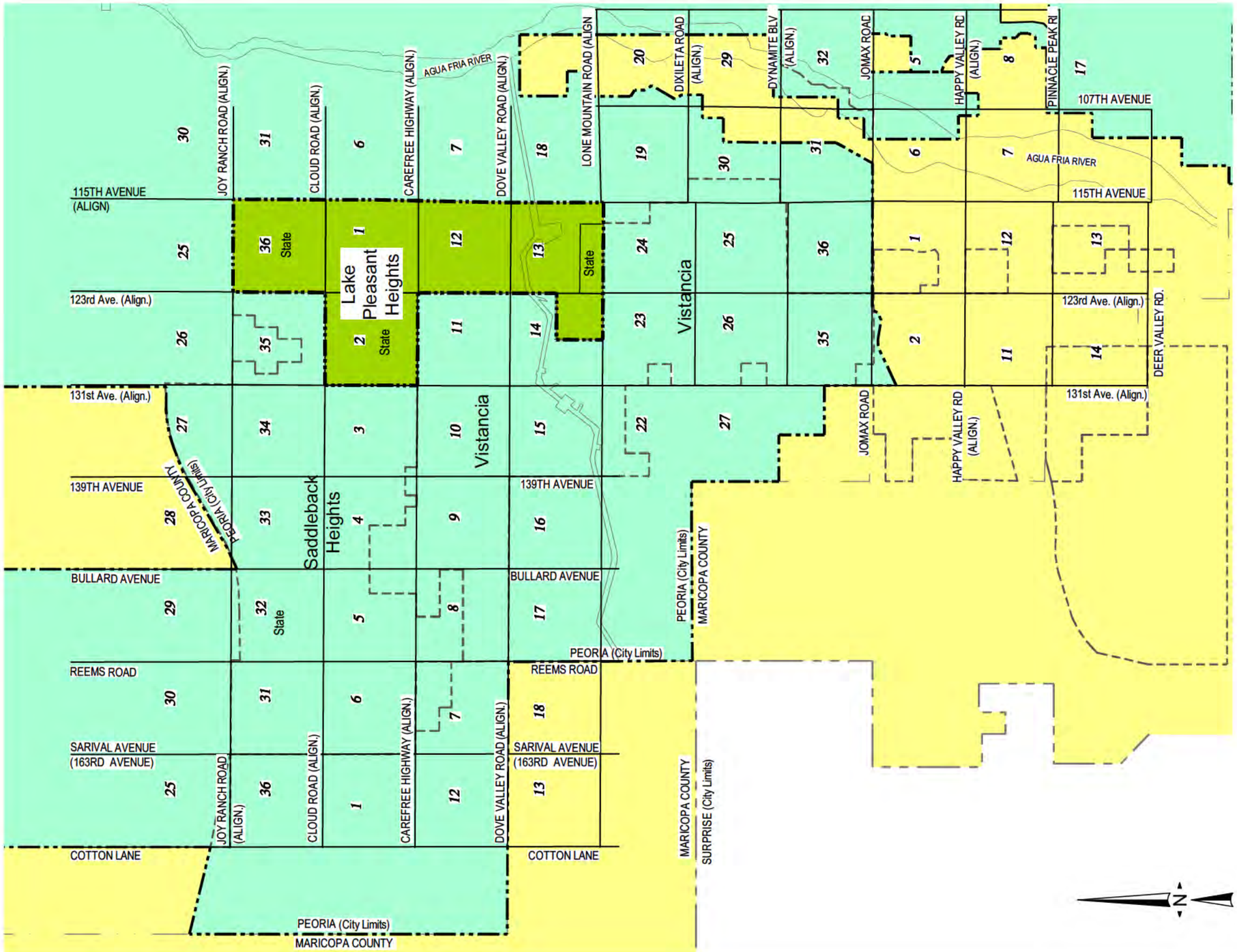
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Planned Community District
PEORIA, ARIZONA

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Figure 4

Municipal Boundaries



Legend

- Lake Pleasant Heights Property
- City of Peoria
- Maricopa County

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Lake Pleasant Heights
Planned Community District

PEORIA, ARIZONA

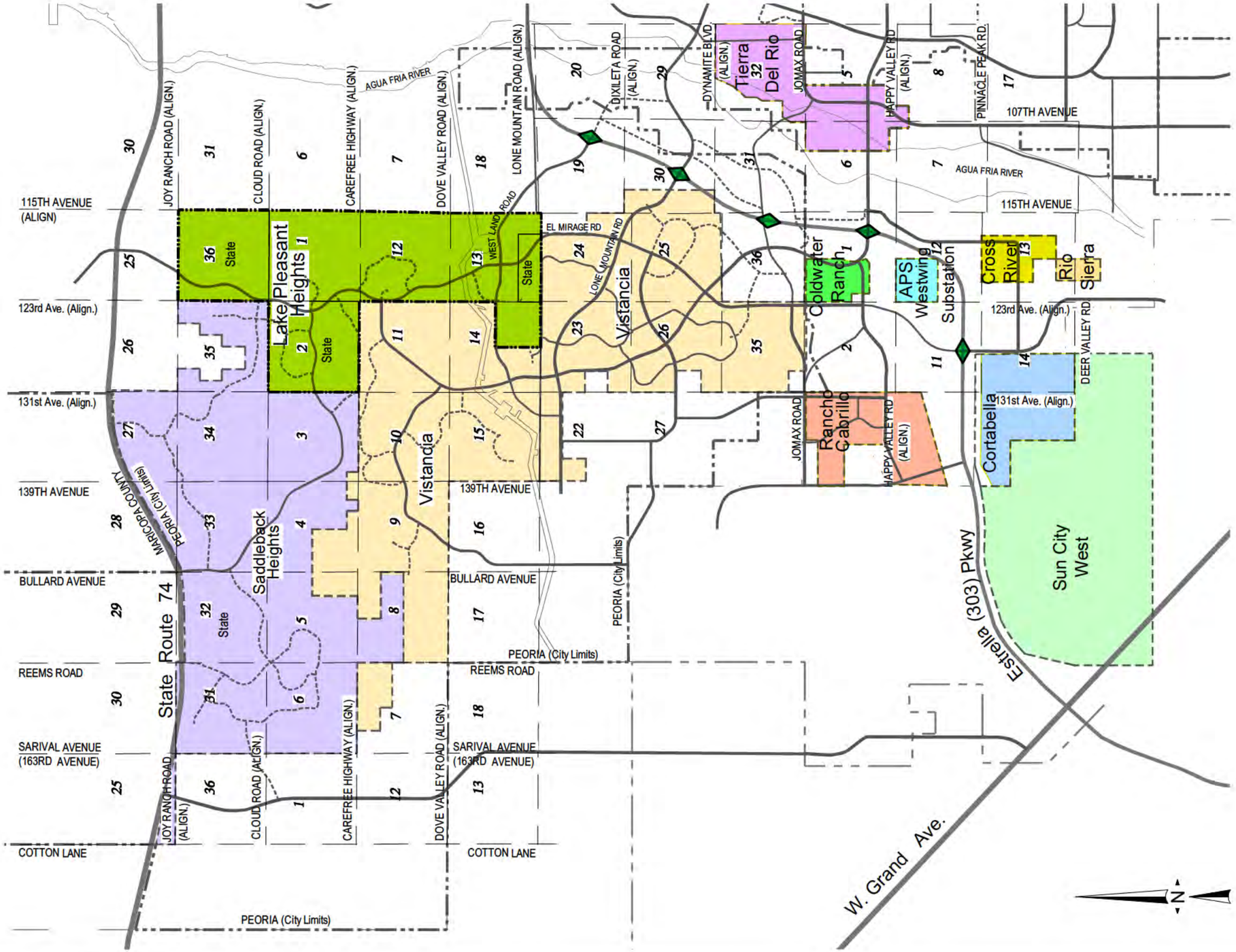
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Figure 5

Northwest Planned Communities



Lake Pleasant Heights

Planned Community District

PEORIA, ARIZONA

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2.5 Transportation Network

Transportation planning within the Northwest Valley has centered on the alignment and construction of Loop 303, which the Northwest segment has recently been completed. The alignment heads north near the intersection of 115th Avenue and Happy Valley Road then continues east along the Lone Mountain alignment to an ultimate connection with Interstate 17.

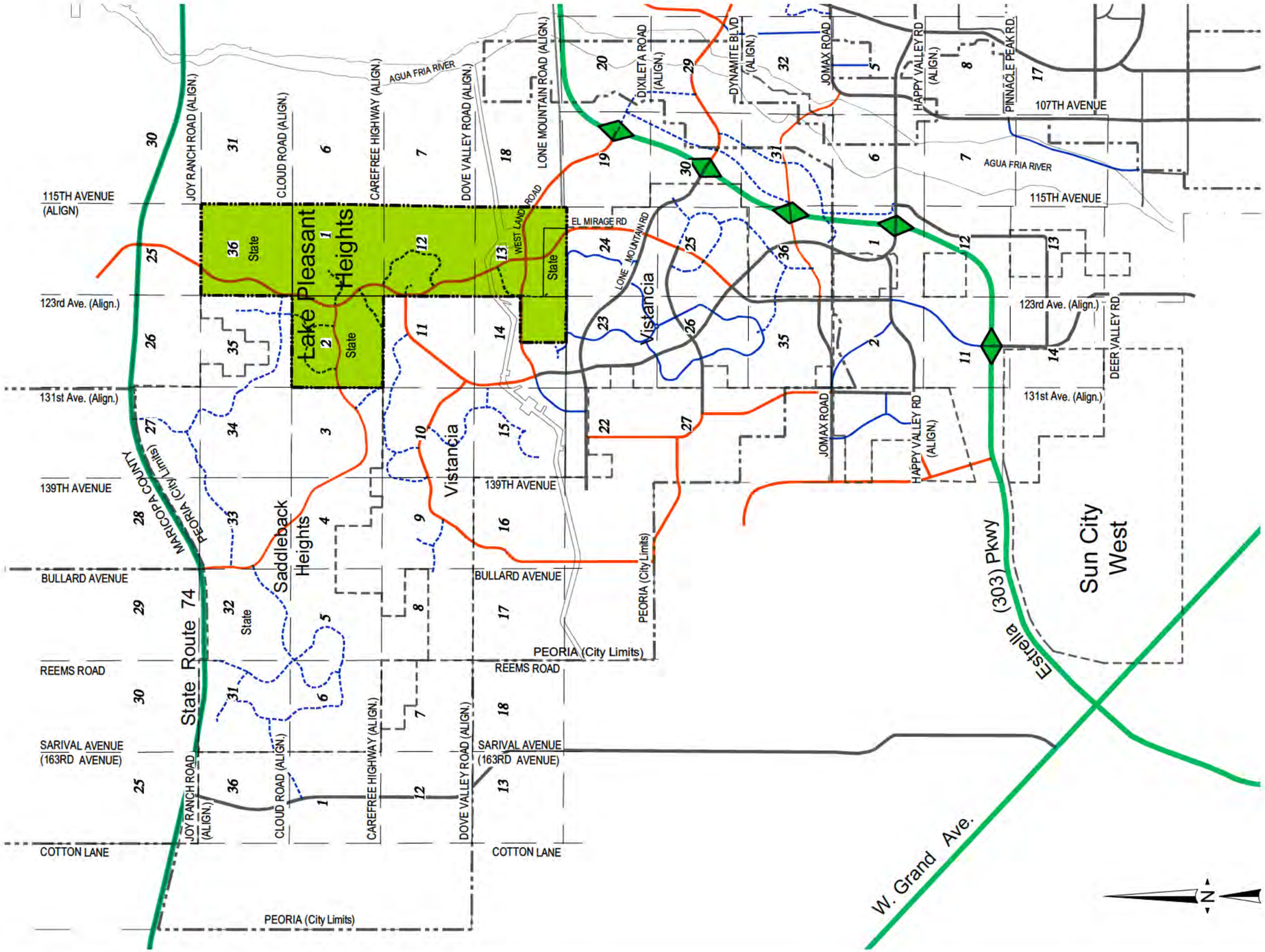
The primary north/south arterial roadway serving Lake Pleasant Heights is El Mirage Road, which will connect to Highway 74, north of the project, and have an interchange connection with Loop 303, south of the Vistancia project. Westland Road, a planned arterial roadway, traveling west-east through Lake Pleasant Heights, will connect to the Loop 303, with a planned interchange. See Figure 6, Regional Transportation Planning. This routing is analyzed in the Category III Traffic Impact Analysis, a separate report prepared by VA Consulting, Inc.

2.6 Local Airports

The Lake Pleasant Heights property is not within a zone of influence from any of the major Phoenix Metropolitan airports. The Pleasant Valley Airport provides propeller aircraft service for the Lake Pleasant region and is located at the intersection of State Route 74, Carefree Highway and Lake Pleasant Parkway. The Peoria General Plan calls for an Aviation Study Area in the northeast area of the City's planning area to determine whether development of a general aviation facility is needed.

Figure 6

Regional Transportation Planning



Legend

- State Route Limited access
- Major Arterial (Existing)
- Arterial (Future)
- Collector
- Collector (Future)
- Proposed Urban Freeway Interchange

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Lake Pleasant Heights
Planned Community District

PEORIA, ARIZONA

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DATE: 8/15/14

3 SITE ANALYSIS

3.1 Existing Land Use

The Lake Pleasant Heights property and the surrounding area display extensive tracts of vacant desert lands as shown in Figure 14, Master Conservation Plan. Portions of the property have historically been used for cattle grazing and small mining operations. The Central Arizona Project canal bisects the site in an east-west direction. A natural spring, known as "Big Spring", is located in the northern portion of Lake Pleasant Heights.

3.2 Existing Zoning

The Lake Pleasant Heights property is zoned Z03-05 Lake Pleasant Heights PCD. See Figure 7, Existing Zoning.

3.3 Existing Predevelopment Conditions

1. Opportunities and Constraints

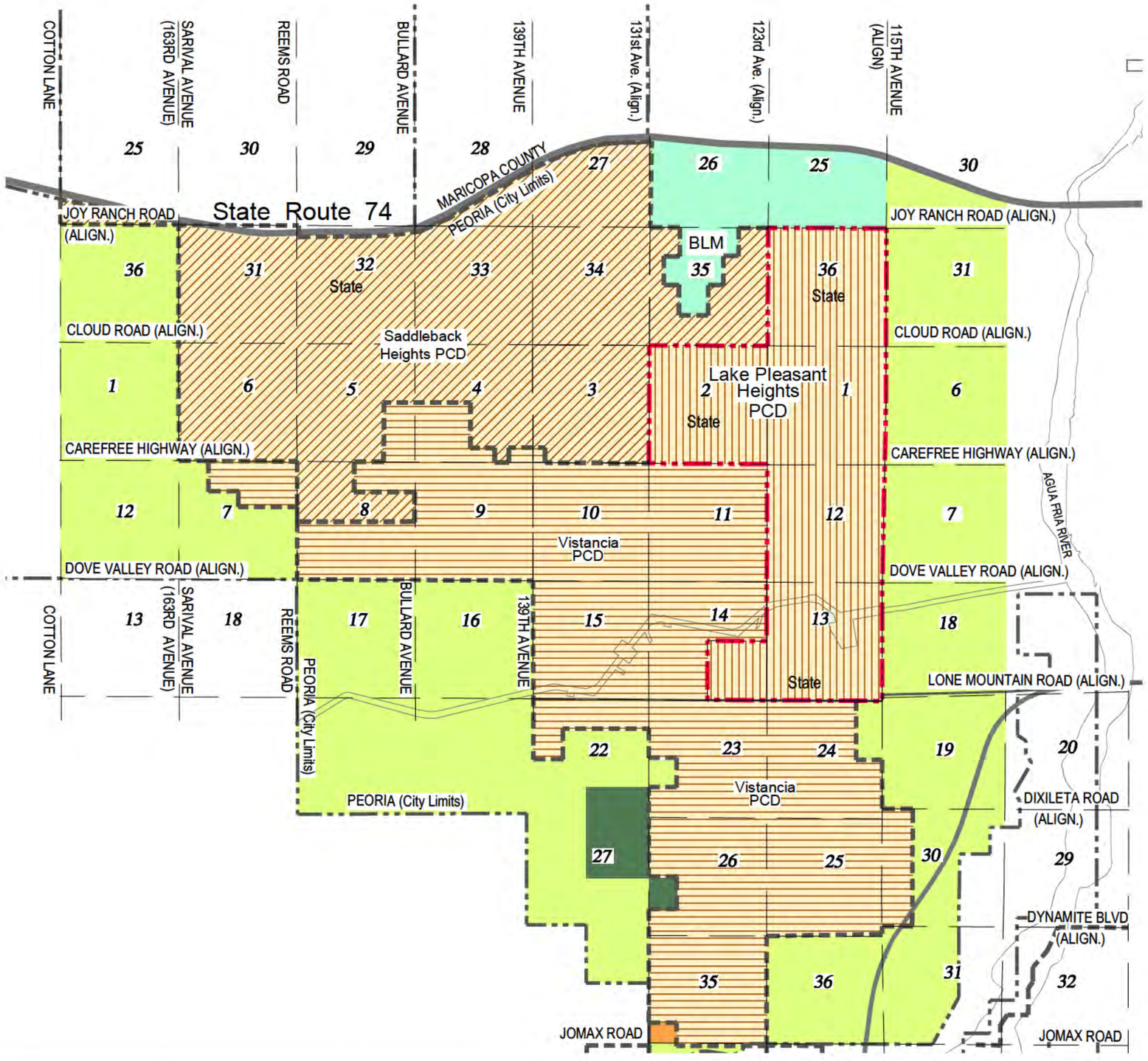
The Lake Pleasant Heights project is proposed on a 3,268-acre site south of the Joy Ranch Road alignment, generally between 115th Avenue on the east and 123rd Avenue and 131st Avenue on the west. The Lake Pleasant Heights site offers an opportunity to continue the planned development pattern established by Vistancia, Tierra Del Rio, West Wing and Pleasant Valley to the south and east, and Saddleback Heights to the northwest. The proximity of the site to Lake Pleasant offers recreational opportunities and will contribute to the lifestyle and quality of life for Lake Pleasant Heights' residents.

On December 13, 2005, the Peoria City Council adopted the Loop 303 Specific Area Plan (SP04-02). One of the major themes of the plan includes providing employment growth areas within this area which is in close proximity to Lake Pleasant Heights. This presents an opportunity for future residents to live close to work and to other supporting uses in addition to those provided within the community.

The master planning of large tracts of land offers an opportunity to install infrastructure to support a more efficient development pattern. Another opportunity is the rich employment base in the area. There are several planned employment nodes in close proximity to the planned Lake Pleasant Heights community. These include the 303 Freeway corridor, proposed Municipal Lake Pleasant Air Park and the planned business centers proposed with the revised Vistancia Plan located at the northeast corner of El Mirage Road and Vistancia Boulevard. Additionally, current employment centers exist within the Phoenix Deer Valley Village Core, as well as the inevitable placement of new employment centers in the North Black Canyon Corridor. These centers offer office, manufacturing and service sector jobs to future residents. Retail, some service, and government sector job opportunities can be sought within the adjacent communities.

Possibly the most significant constraint to the development of Lake Pleasant Heights will be the physical extension and phasing of the water and wastewater services. To address these issues, the Applicants have proposed a comprehensive plan for the startup, growth and long term provision of these services. These services are discussed further within the Lake Pleasant Heights Development Agreements and the Lake Pleasant Heights Water and Wastewater Master Plans.

Figure 7
Existing Zoning



Legend

City of Peoria Zoning Districts

- SR-43
- AG
- PCD
- PAD
- R1-8
- Lake Pleasant Heights PCD
- Vistancia PCD
- Saddleback Heights PCD

Lake Pleasant Heights
Planned Community District
PEORIA, ARIZONA

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2. Topography and Physical Features

Lake Pleasant Heights is located at the southeastern edge of the Hieroglyphic Mountain Range and southwest of Lake Pleasant. Figure 8, Topography and Physical Features, depicts the elevation differentials for the Lake Pleasant Heights site. This map reports elevation differences based on elevation intervals of 2 feet in most areas under 25% slope, and 10 feet for areas with greater than 25% slope, as well as the northernmost section of State Trust land(s). Physical features affiliated with the site can be characterized as ranging from gently sloped to steep terrain. The property has numerous secondary washes and several primary washes, some of which are artificially terminated by the presence of the CAP. Lower elevations within the subject property are at approximately 1,460 feet above sea level with upper elevations rising to 2,120 feet. This represents a topographic differential of approximately 660 feet.

3. Slope Analysis

Slope affiliated with the private land in the Lake Pleasant Heights property is depicted on Figure 9, Generalized Slope Characteristics. Typically, the slope over the entire property varies between slope categories ranging from 0-10% to slopes greater than 40%. Figure 9 illustrates a representation of site characteristics, based on surveyed and topographic information. A table summarizes the finding as shown on Figure 9. The slope information for the State Trust land, in Figure 9, was based on the information provided from USGS quadrangle maps available to the public. A detailed slope analysis for the private land has been prepared as per Section 14-22 A-3, of the City of Peoria Zoning Ordinance, and will be used by the City for review at the time Preliminary Plats and Site Plan review. The allowed density within the hillside areas (those areas greater than 10 percent (>10%) slope) will be based on the approval of a refined slope determination by the City at the time of site plan or preliminary plat applications.

4. Visual Conditions

The Lake Pleasant Heights property is located within the southern foothills of the Hieroglyphic Mountains southwest of Lake Pleasant. Higher elevations within the site allow for spectacular views of the terrain in nearly all directions. View sheds from several of the higher elevations include vistas of Downtown Phoenix to the southeast and vistas of Lake Pleasant to the northeast. See Figure 10, Viewshed Analysis.

5. Drainage

Figure 11, Primary Drainageways, provides an overview of the alignments of the U.S. Army Corps of Engineers (USACE) Jurisdictional (Section 404) drainageways within the Lake Pleasant Heights property. Natural on-site drainage, across the Lake Pleasant Heights site, is generally from the north to the south on the south half of the site, and from northwest to the southeast on the north half of the site, converging offsite at the Agua Fria River to the east. The Agua Fria River, and its associated floodplain, are located less than two miles east of the site and serve as a major drainage conduit for the northwest Phoenix Metropolitan Area.

On-site washes, as delineated by VA Consulting, Inc., approved as Jurisdictional washes by the USACE include: the Caterpillar Tank Wash, the East and West Garambullo Washes, and three unnamed washes on the north. On-site wash characteristics are generally deeply incised and constricted wash corridors.

Existing 100-year floodplains mapped within the Lake Pleasant Heights property include areas north and adjacent to the CAP Canal where the canal structure creates a ponding condition, as shown on Figure 11. The CAP canal construction included culverts for storm water flows under the canal. An existing 70" culvert is located at the Caterpillar Tank Wash CAP crossing, and two

36" culverts, are located at both the East and West Garambullo Wash CAP crossings. Portions of the East Garambullo and Caterpillar Tank Washes, immediately upstream of the CAP, have been identified as being Zone AH, which is an area of flood depths, varying from one to three feet (usually areas of ponding). All other FEMA floodplains are classified as AE zones (base flood elevations determined).

6. Soils and Geology

The Lake Pleasant Heights site is located within the Lower Agua Fria watershed that drains to the Agua Fria River, located less than two miles east of the site. Located within the southern foothills of the Hieroglyphic Mountains, the site fluctuates topographically with variable grades throughout the property. The site generally slopes to the south and southwest with some drainage to the east.

Soils within the subject site were identified from the Soils Survey of Aguila-Carefree Area, parts of Maricopa and Pinal Counties, published by the United States Soil Conservation Service. The soils classified for the site are dominantly hydrologic groups A and B. Soil group A is defined as soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well-drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission. Soil Group B is defined as soils having moderate infiltration rates when thoroughly wet, consisting chiefly of moderately deep to deep, moderately well to well drained soils, with moderately fine to moderately coarse textures. These soils have a moderate rate of water transmission.

7. Groundwater

The Lake Pleasant Heights property falls within the Lake Pleasant sub-basin area, as defined by the Phoenix Active Management Area (AMA), created by the Groundwater Management Act of 1980. The Lake Pleasant sub-basin covers 246 square miles and includes a short reach of the Agua Fria River, and drains from the Hieroglyphic Mountains. Groundwater in the area ranges from 75 to more than 550 feet below the ground surface.

8. Vegetation and Wildlife

The Lake Pleasant Heights property is within the Basin and Range physiographic province of the Southwest. Vegetation on the property is typical of the Lower Sonoran Desert. Common plants found on site include: Palo Verde, Bursage, Barrel, Cholla, and Saguaro cactus.

A biological assessment was prepared in accordance with legal requirements set forth under Section 7 of the Endangered Species Act. Information was obtained from the U.S. Fish and Wildlife Service and Arizona Game and Fish Department regarding federally listed threatened or endangered species and species of special concern. No Critical Habitat for any federally listed species occurs within Lake Pleasant Heights. See Appendix F, Biological Assessment, prepared by EnviroSystems Management, Inc., October 26, 2004.

9. Cultural Resources

Primarily since 1988, a series of cultural resource inventories have been conducted on various portions of the project area. These projects summarized in two inventory reports (Lane and Neal 2005; Bryce 2006); have resulted in 2,236 acres (68.4% of project area being inventoried for cultural resources. All of the private land has been inventoried, whereas 364.3 acres (26.1%) of the State land has been surveyed.

EnviroSystems Management, Inc. has prepared a cultural resources survey for Lake Pleasant Heights, which includes both the portions previously surveyed and those not previously surveyed. The final report, which was updated in August 2012, has been provided to the City as a reference document under separate cover. Additional cultural resources surveys will be conducted and the results will be submitted to the City for review as part of the first Preliminary Plat Map for each Development Unit.

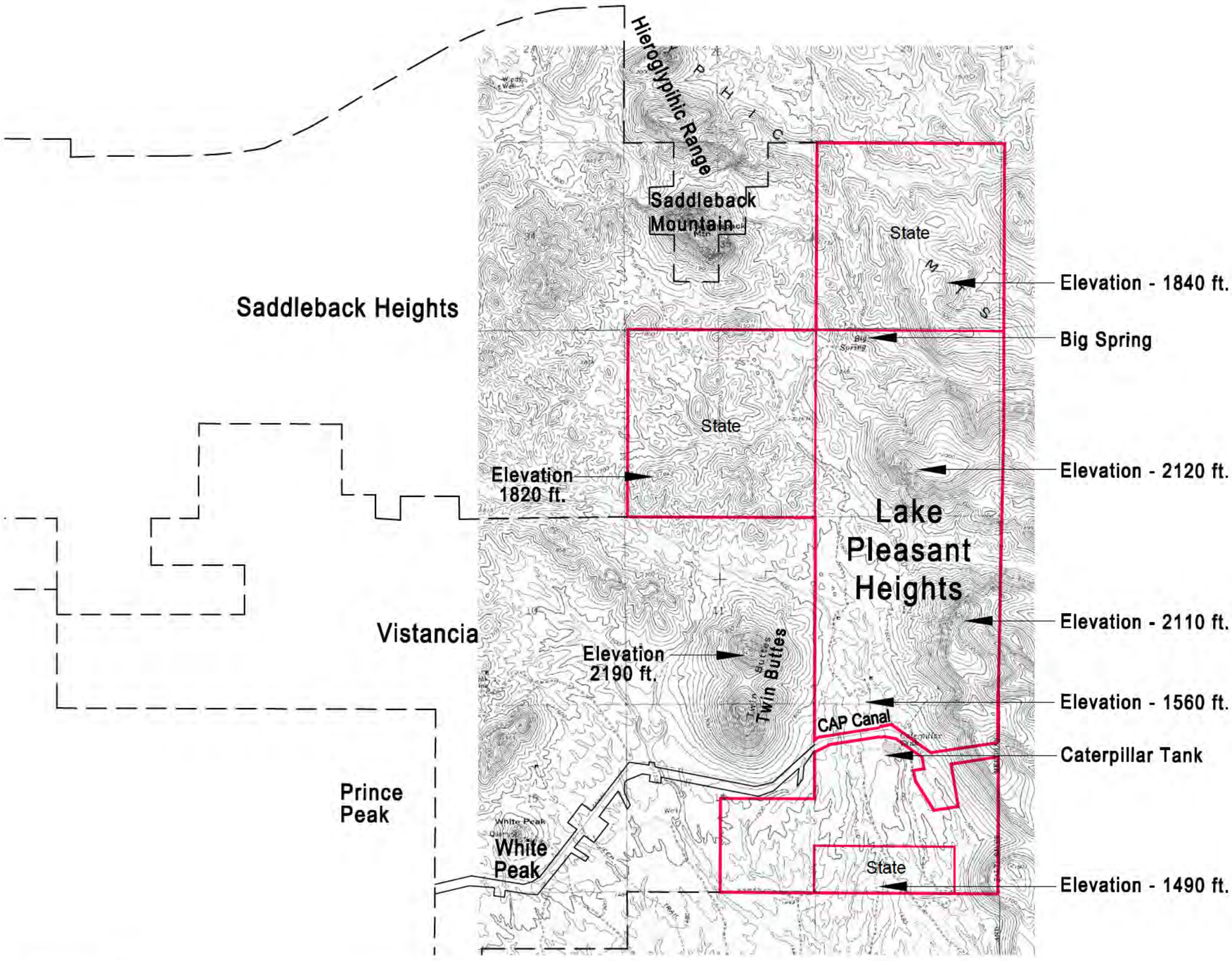
10. Roads, Rights-of-Way, and Utilities

Access to the Lake Pleasant Heights property is currently limited to a number of unimproved roads, which provide access for four-wheel drive utility vehicles. The property has no identified delineated public utility easements or dedicated right-of-ways. Regional roadway and utility planning has occurred within the Lake Pleasant Heights area. Transportation modeling and traffic analysis related to arterial roadway networks established the proposed transportation routes to and within the Lake Pleasant Heights property. These identified alignments are intended to provide the general location for future right-of-way dedications and transportation improvements. The Maricopa County Department of Transportation and the Maricopa Association of Governments (MAG) completed the Northwest Valley Study. MAG updated the Northwest Valley traffic model and provided the model to VA Consulting, Inc. (VA). VA performed a Category III Traffic Analysis for Lake Pleasant Heights, attached herein under separate cover. The summary of VA's traffic study is described in Section 4.5.1 of this PCD.

There are currently no existing electric, natural gas, telephone or cable TV facilities within the project area. The project falls within the Arizona Corporation Commission Certificated service areas for electric, natural gas and telephone. It is served under the provisions of the City of Peoria Franchise agreement with COX Communications for cable TV. Additional information regarding utilities is discussed in more detail in Section 4.8.

Figure 8

Topography and Physical Features



Lake Pleasant Heights

Planned Community District

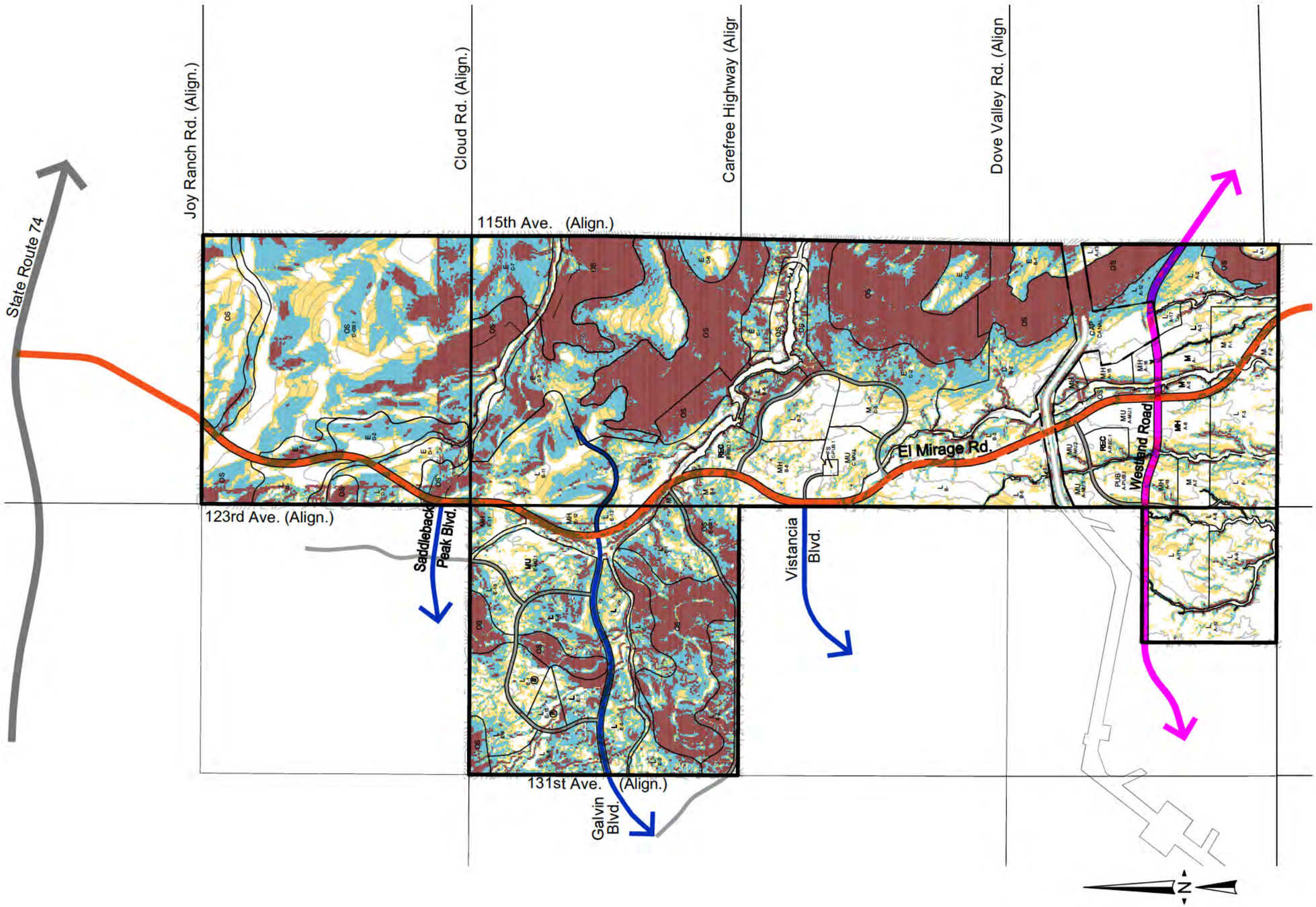
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Figure 9

Generalized Slope Characteristics



SLOPES TABLE		
MIN. SLOPE	MAX. SLOPE	COLOR
0%	10%	
10%	15%	
15%	25%	
25%	Vertical	

Gross Area in Acres		
SLOPE	Private	State
0% – 10%	588.24	392.30
10% – 15%	287.79	277.75
15% – 25%	399.74	442.20
25% UP	621.88	327.95
TOTALS	1897.65	1440.20

Contour Interval 20 Ft

Lake Pleasant Heights

Planned Community District

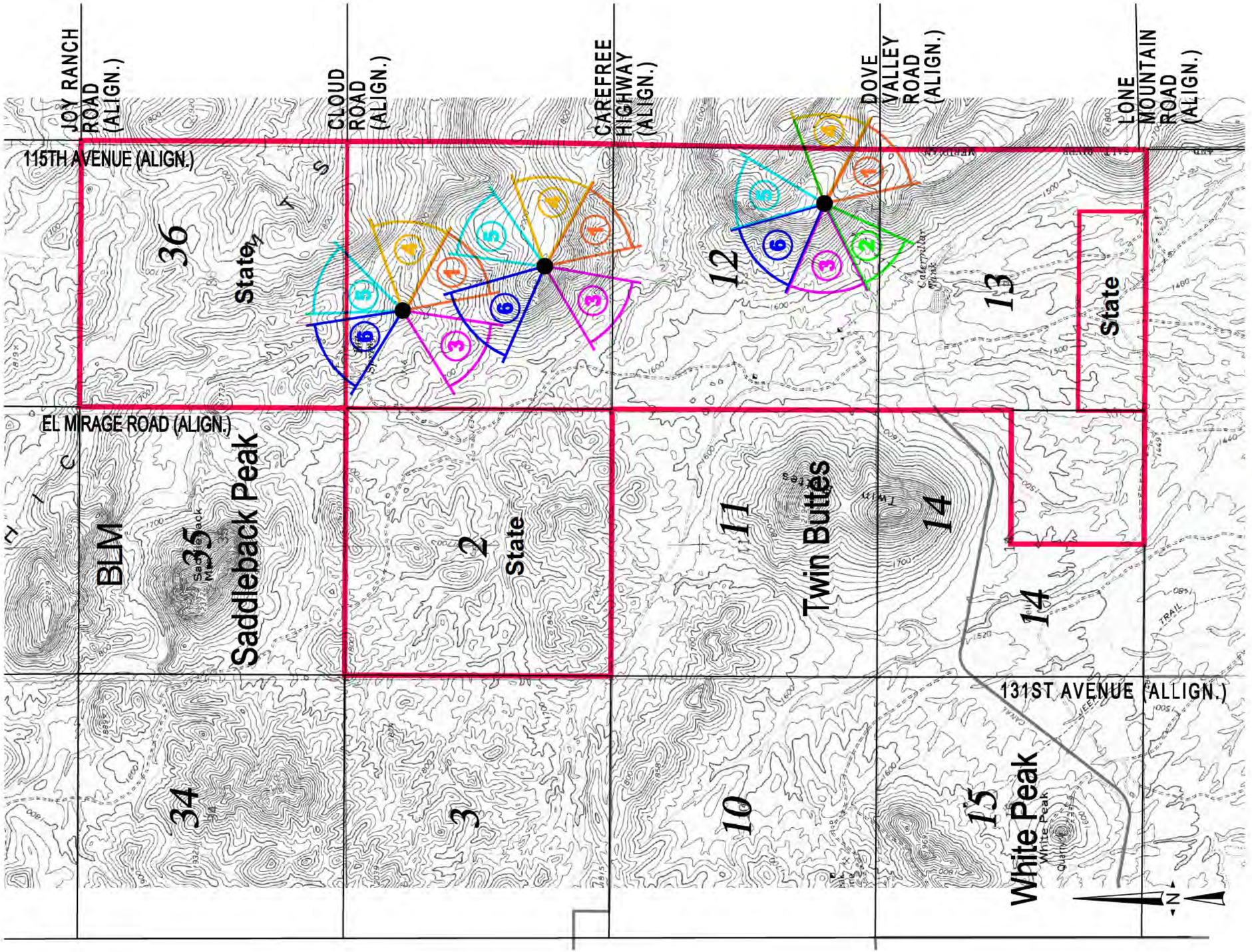
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Figure 10
Viewshed Analysis



Legend

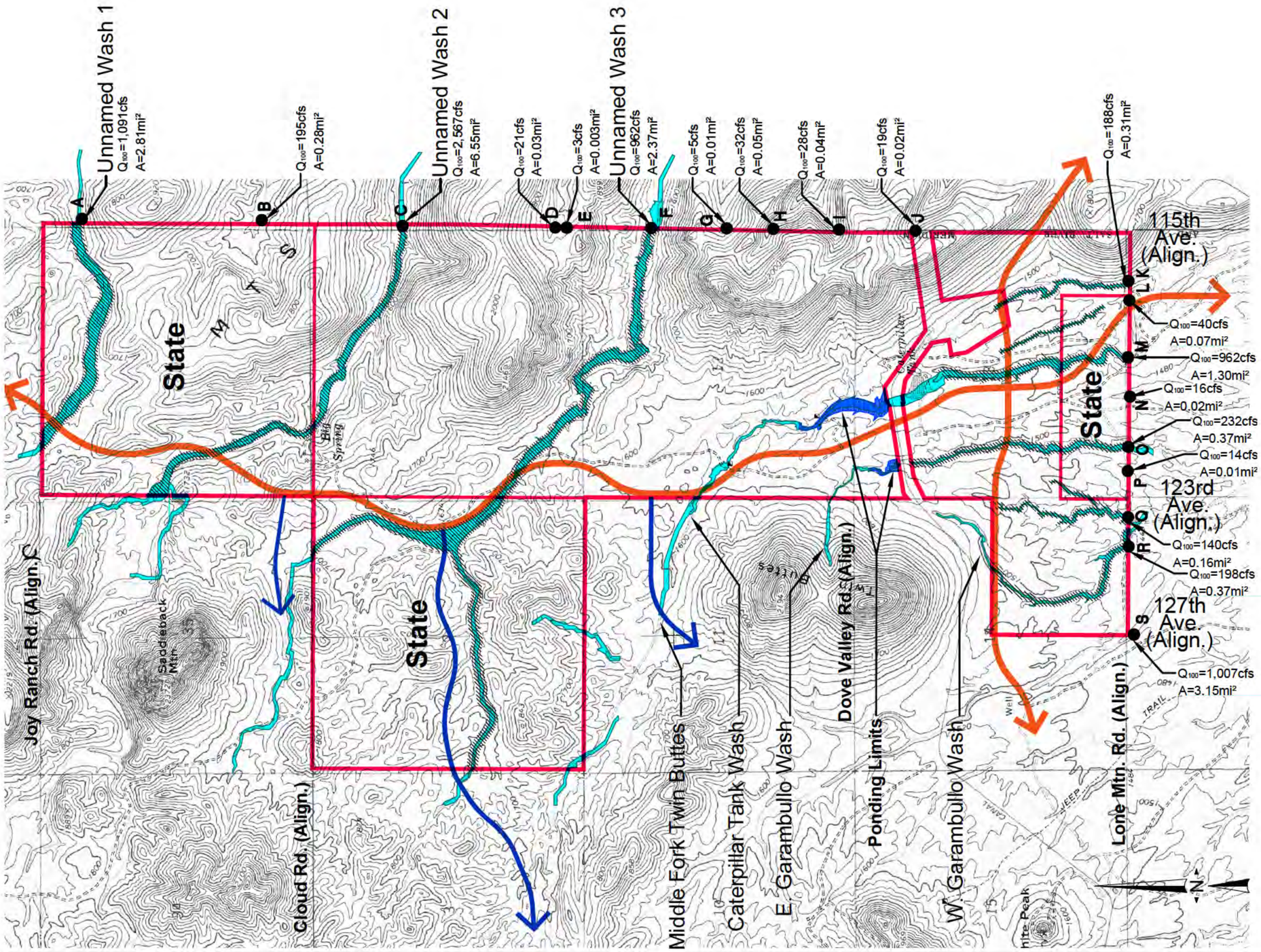
1. Downtown Phoenix Skyline
2. White Peak
3. Twin Buttes
4. Four Peaks
5. Lake Pleasant
6. Saddleback Peak

Lake Pleasant Heights
Planned Community District
PEORIA, ARIZONA

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Figure 11
Primary Drainageways



Legend

- 404 Jurisdictional Wash
- Ponding Limits
- Q_{100}=1,091cfs, A=2.81mi² — Existing Flows and Drainage Area
- Wash Corridor Preservation

Lake Pleasant Heights
Planned Community District

PEORIA, ARIZONA

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4. MASTER PLANS

4.1 Project Overview

Lake Pleasant Heights is a proposed 3,268-acre master planned community in northwest Peoria. The community will offer a variety of amenities, in addition to a wide mix of housing types, retail/employment nodes, developed parks, municipal services sites, a school, and tracts of natural open space with trails. The proposed land use plan recognizes the existing topography, washes, and features of the site. Significant natural features within the Lake Pleasant Heights property include Big Spring, foothills of the Hieroglyphic Mountains and several jurisdictional washes that will be preserved.

Access to the property will initially be oriented to capitalize on roadway extensions from the south in cooperation with the Vistancia Planned Community Development. Over time, the infrastructure/circulation network will continue to develop to the north and west with the extension of El Mirage Road and connections to the northern part of Vistancia. El Mirage Road, connecting to the south into the southern part of Vistancia, will be designed as a major arterial roadway. The Applicants will dedicate 134 feet right of way for construction of El Mirage Road, 130 feet right of way for Westland Road, 110 feet for Galvin Boulevard, and 70 feet right of way for Minor Collectors. Roadways will be constructed in accordance with the results of the Traffic Impact Analysis for Lake Pleasant Heights prepared by VA Consulting, Inc. and approved by City of Peoria in 2014 and in accordance with City's standards. El Mirage Road will service a majority of the regional traffic through the property and will serve as a link to external roadways. As indicated on Figure 6, Regional Transportation Planning, Westland Road is designed as an arterial roadway and will provide east-west circulation within the community. Public access multi-purpose path corridors will be provided as described in the Community Services Master Plan (CSMP). Public utility easements adjacent to road right of ways may be used as part of these corridors.

The Lake Pleasant Heights community will be developed with an environmentally sensitive site design. Final roadway configuration and sections shall be designed to minimize impact on sensitive environmental areas, and will be subject to review and approval by the City Engineer. The result will be a series of natural open space areas weaving through the community, creating residential enclaves and curvilinear street patterns. Many homes will be oriented to abut natural open space or drainage corridors. A comprehensive set of Codes, Covenants and Restrictions, to include detailed, privately administered design guidelines, will be prepared and executed to ensure a consistent level of quality throughout the community.

4.2 Natural Planning Determinants

Planning of the Lake Pleasant Heights Master Planned Community recognizes that the subject property has three distinct natural biotic zones: Upper Sonoran, Lower Sonoran, and Riparian Corridors. Photographs of these zones are exhibited in Appendix D, Site Photographs and Figure 12, Photo Context Plan. General characteristics of each biotic zone are as follows:

Upper Sonoran: Generally steep terrain and mountain peaks, characterized by a diversity of major plants including Foothills Palo Verde, Ironwood, Saguaro, Teddy Bear Cholla, Staghorn Cholla, Barrel Cacti, Hedgehog Cacti and Bursage.

Lower Sonoran: Generally flat terrain, characterized by sparse vegetation consisting of predominately Creosote, Jumping Cholla, and Bursage, dispersed generally 50 feet apart within a ground cover base of medium-sized cobbles generally 2 inches in diameter. This unit is also characterized by a sparse distribution of mature Saguaro cacti.


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Figure 12

Photo Context Plan



Lake Pleasant Heights

Planned Community District

PEORIA, ARIZONA

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Riparian Corridors: Vegetated corridors along the Middle Fork Twin Buttes, Caterpillar Tank, East Garambullo, West Garambullo, and several other unnamed washes. These washes are characterized by sand, silt and cobble wash bottoms with Palo Verde, Bursage and Chuparosa plant materials. In addition, the Lake Pleasant Heights property has variable slopes with dramatic vertical relief generally toward the eastern portion of the property. Thoughtful planning will provide opportunities to:

- Preserve natural conditions of primary washes;
- Promote opportunities for mobility through a community trails system; and
- Preserve steeper slopes.

The presence of the Central Arizona Project canal in the southern section of the property presents some constraints to access and relationships between development units. With careful planning, development near the canal, particularly along the drainageways and upper slopes, will benefit the residents of the community.

4.3 Applicable Policy Plans

1. Lake Pleasant Heights Specific Area Plan / Existing Peoria General Plan

The Lake Pleasant Heights Specific Area Plan was amended through a major General Plan Amendment approved by the Peoria City Council on December 4, 2012. See Figure 13, Current Lake Pleasant Heights Specific Area Plan/General Plan.

2. Peoria Desert Lands Conservation Master Plan (DLCMP)

The Lake Pleasant Heights Planned Community is designed with consideration of the DLCMP recommendations regarding conservation of sensitive lands. As shown in Figure 15, General Development Plan and Figure 14, Master Conservation Plan, significant open space is planned. Where possible, open space will be preserved (by creation of separate letter designated lots during the mapping process) in the areas identified by the DLCMP, including washes and hillside areas (per the HDOD, as mentioned in Section 5.3.7 and located in Appendix G, Hillside Development Overlay District of this report).

Wash Corridor Preservation areas as shown in Figure 14, include waters of the US under the jurisdiction of Section 404, Clean Water Act. Other than road crossings, Wash Corridors will be preserved to the extent possible and to the limits shown on Figure 14 and 15. Trails can be located in the Wash Corridor Preservation area but outside of the waters of the US.

The Hillside Terrain Preservation areas as shown in Figure 14, include steep slopes and areas to be preserved as open space. Figure 14 shows the general area to be preserved, however, more precise delineation of these areas will be determined during the preparation of preliminary plat maps.

Additional detail regarding planned conservation efforts consistent with the DLCMP is mentioned in Section 5.3.6 and located in Appendix E, Desert Lands Conservation Overlay.

4.4 Land Use Plan

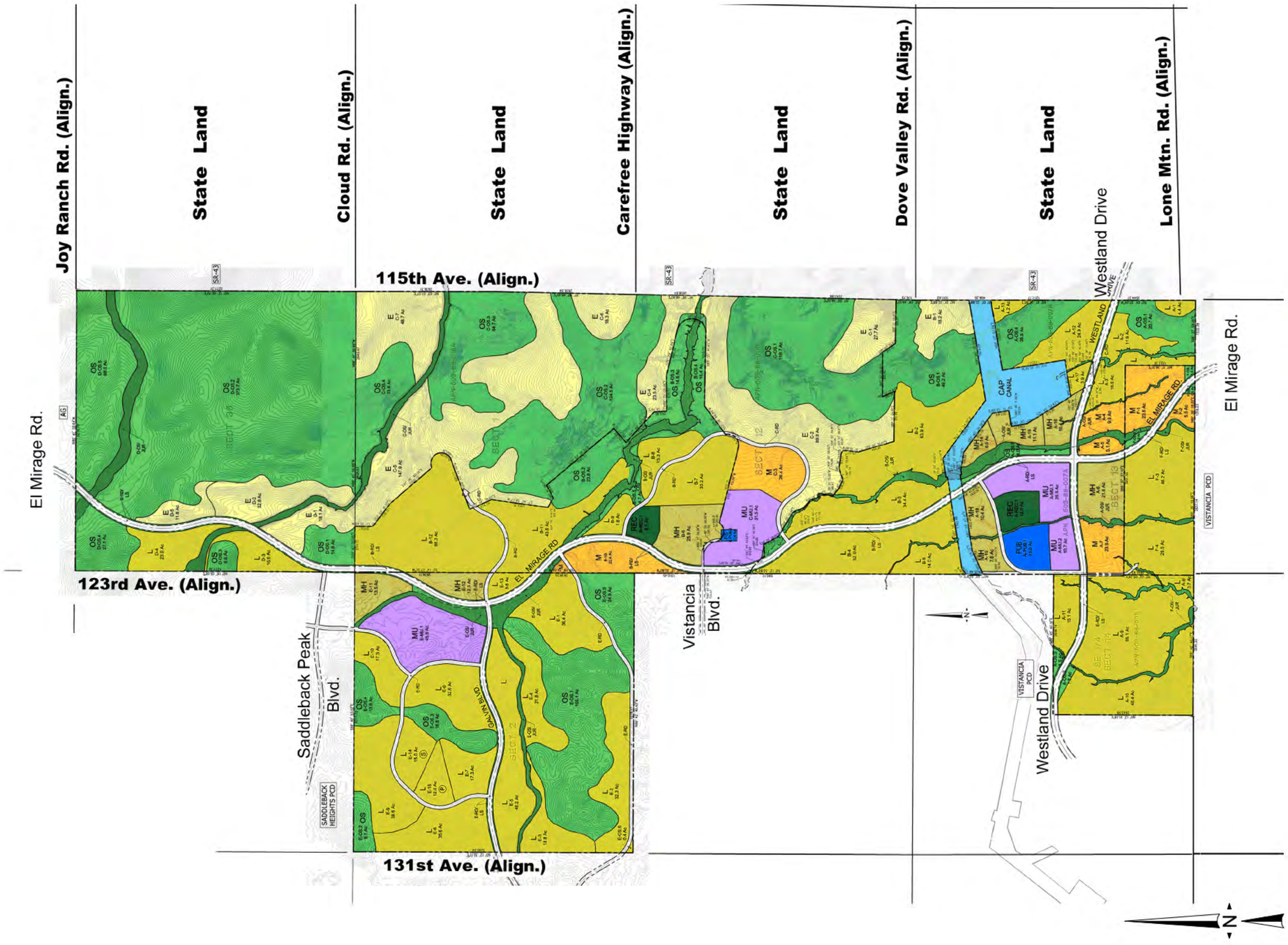
The Land Use Plan for the Lake Pleasant Heights property includes the following:

- Conservation of hillside areas, the Big Spring and primary washes;
- Compatibility with the character of the land;
- Location of residential uses in close proximity to community open spaces;
- Placement of arterial street alignments in response to topography, drainage constraints and transportation impact modeling;

- Location of park and school facilities, commercial services, and employment uses to serve residents;
- Compact higher density nodes located on less steep terrain to encourage less reliance on automobiles;
- Diverse residential lot sizes and housing types intended to respond to the housing needs of all age groups; and
- Mixed use development intended to promote a mix of commercial services and higher density residential uses to proportionally complement the needs of the residential population.

Figure 13

Current Lake Pleasant Heights Specific Area Plan/ General Plan



LAND USE CATEGORY

- E - ESTATE (0-2 Du/Ac; T=1 Du/Ac)
- L - LOW (2-5 Du/Ac; T=3 Du/Ac)
- M - MEDIUM (5-8 Du/Ac; T=6 Du/Ac)
- MH - MEDIUM HIGH (8-15 Du/Ac; T=12 Du/Ac)
- MU - MIXED USE (15+ Du/Ac; T=18 Du/Ac)
- OS - PARK/ OPEN SPACE
- PUB - PUBLIC/ QUASI-PUBLIC
- REC - RECREATION CENTER
- WASH CORRIDOR

Lake Pleasant Heights
Planned Community District

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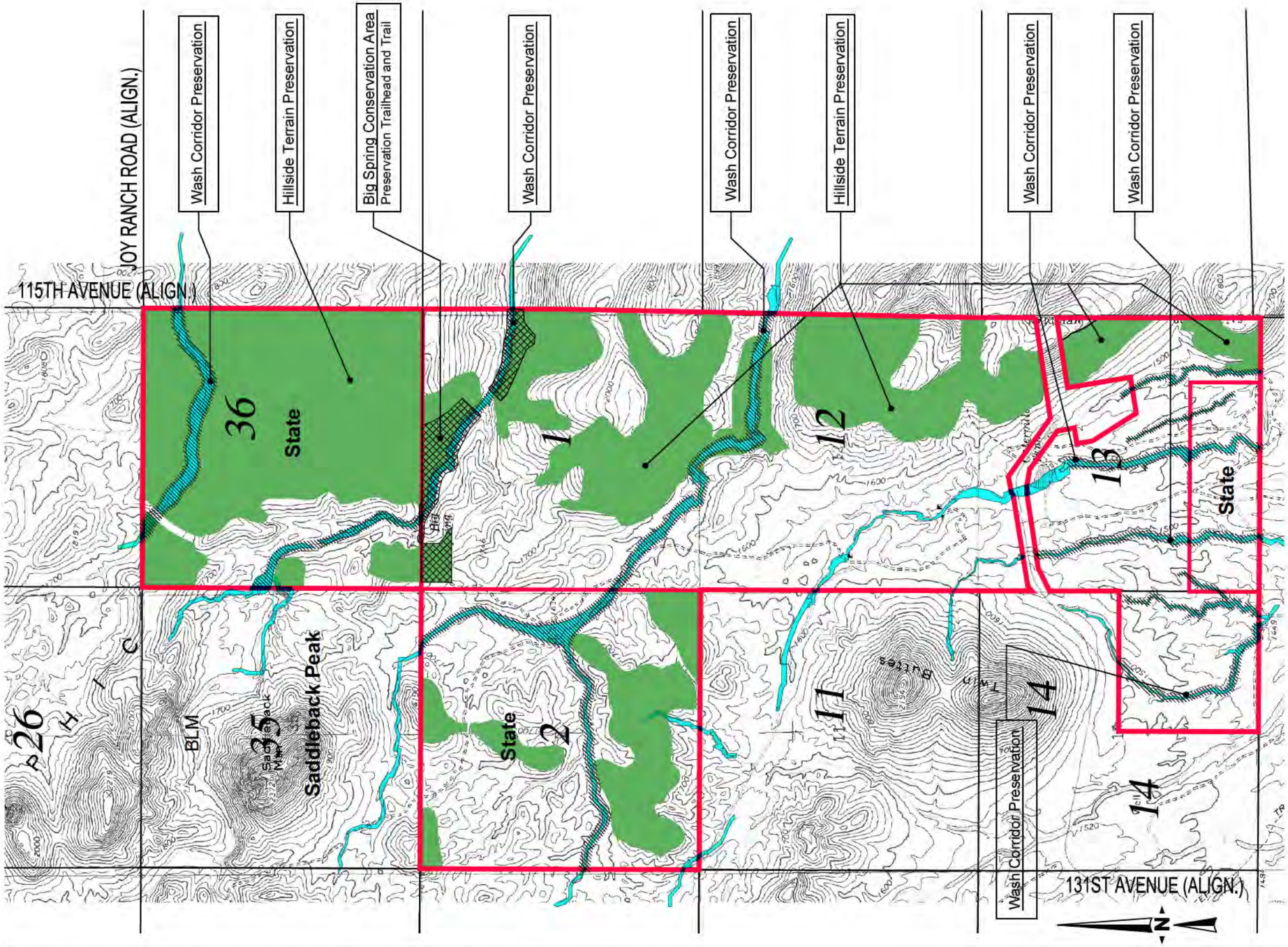
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DATE: 8/22/14

Figure 14

Master Conservation Plan



Legend

- Preservation Feature
- Wash Corridor Preservation
- Hillside Terrain Preservation
- Wash Corridor

Lake Pleasant Heights

Planned Community District

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The proposed General Development Plan, Figure 15, is consistent with the land uses within the Lake Pleasant Heights Specific Area Plan approved in December 2012. Gross Development Parcel areas have been added and configured to include open space areas adjacent to residential areas. At the Preliminary Plat/Site Plan level, this will allow for flexibility with how the residential area relates to and interfaces with steeper slopes and open spaces. Net areas are also provided and are the basis for establishing the range of units in each Development Parcel. The overall residential density for Lake Pleasant Heights is planned at 2.3 dwelling units (DU) per acre for the private land and 1.6 dwelling units per acre for the State Trust land, which is consistent with the Lake Pleasant Heights Specific Area Plan.

Table 1, Lake Pleasant Heights Land Use Density and Intensity Table, provides proposed land uses, gross development parcel acreage, net development parcel acreage, density ranges, and the low/high projected unit range for individual development parcels. Tables 5 and 6 are intended to work in conjunction with Figure 15.

Upon City approval of the slope analysis for the entire property, the developer/builder will submit a slope analysis on a parcel by parcel basis with Preliminary Plat and/or Site Plan. The analysis will include a calculation of the total area in each slope category as defined in Section 14-22A-3. Residential units are allowed to be transferred between development parcels and development units, but not between ownership areas (see Section 5.5, Definitions). At no time will the overall density of 2.3 DU/ac for private lands and 1.6 DU/ac for State Trust land(s) be exceeded.

1. Residential

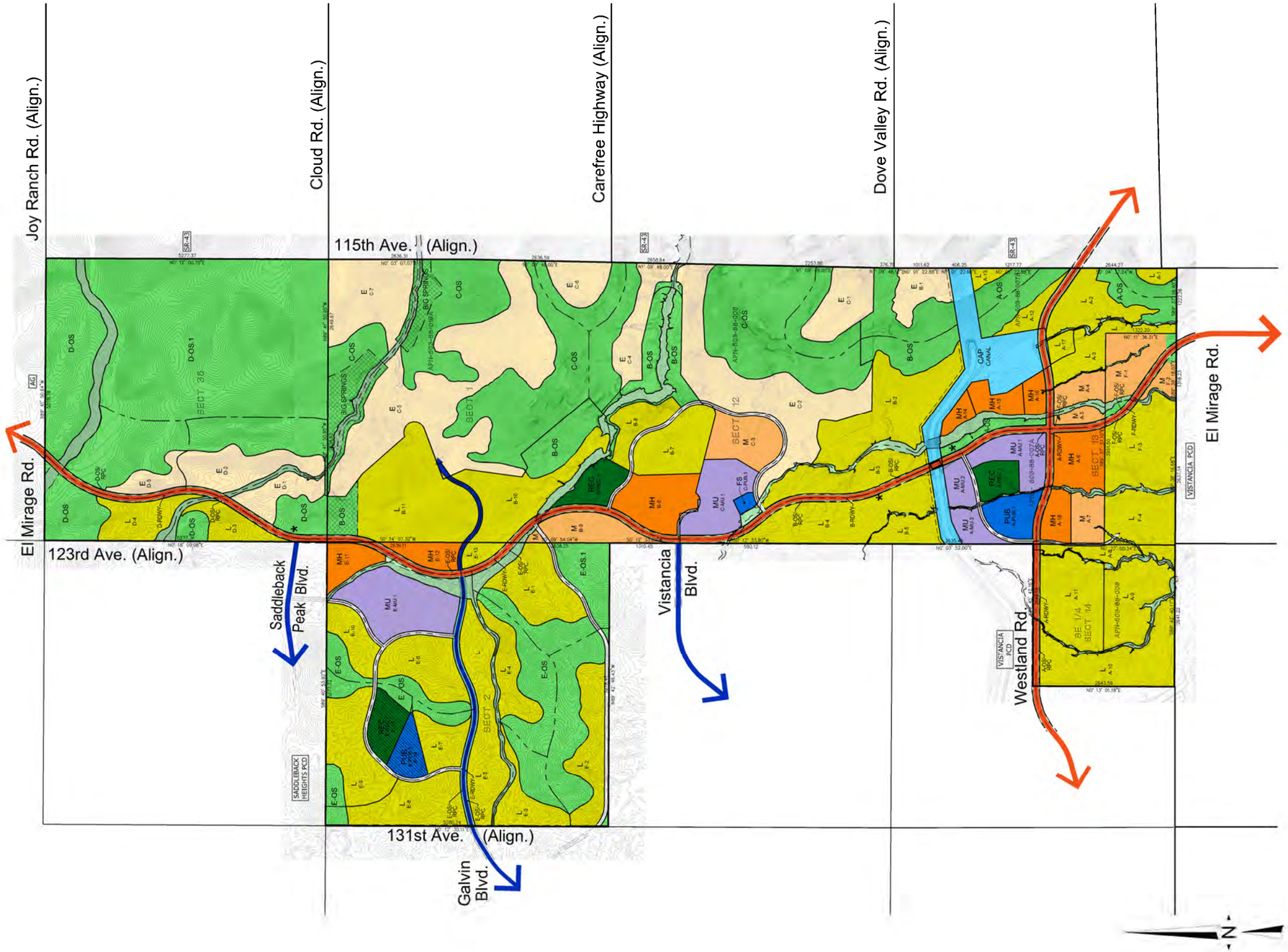
A variety of housing types are proposed for the Lake Pleasant Heights community. Homes will vary in character and size to meet the diverse needs of the projected population. Densities for residential development parcels range from 1.0 to over 24.0 units per acre, as set by the policy defined per the Lake Pleasant Heights Specific Area Plan (December 2012). These densities are accommodated by the proposed zoning districts in Section 5.2. Single family residential development will conform to City of Peoria residential design guidelines and privately enforced design guidelines.

Table 8, Residential Development Standards, located within Section 5.2.1.d, provides development standards for the residential zoning districts in the Lake Pleasant Heights Planned Community District application. These standards are intended to provide design flexibility, given the characteristics of the site.

In each of the land use categories, E, L, M, MH and MU, any of the flexible zoning districts as listed on Table 1, Land Use Density and Intensity, may be utilized for the preliminary, final plat or site plan process. The flexible zoning districts encourage the preservation of environmentally sensitive land. Units may be transferred between any development parcel(s) within the same development unit. For example, if development parcel A1 is defined within the Land Use Density and Intensity Table 1 as having a target density of 170 units and is actually platted for 165 units, the remaining 5 units may be transferred to any other development parcel within development unit A. To that end, the following land use and zoning relationships are established:

Figure 15

Proposed General Development Plan



LAND USE CATEGORY	Net Area
E - ESTATE (0-2 Du/Ac)	433.4 Ac
L - LOW (2-5 Du/Ac)	1004.4 Ac
M - MEDIUM (5-8 Du/Ac)	107.5 Ac
MH - MEDIUM HIGH (8-15 Du/Ac)	114.6 Ac
MU - MIXED USE (15+ Du/Ac)	117.4 Ac
OS - OPEN SPACE	1164.4 Ac
PUB - PUBLIC (ELEMENTARY SCHOOL)	18.1 Ac
REC - PARK	27.2 Ac
CAP CANAL	
OS/ WASH - WASH CORRIDOR PRESERVATION	122.0 Ac
LOW DENSITY RESIDENTIAL OVERLAY ZONE	
* TRAILHEAD	

Note:

ROADWAY, MULTI-PURPOSE PATH CORRIDORS ..... 159.9 Ac

Lake Pleasant Heights

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Table 1 Page 1: Land Use Density and Intensity Table

Parcel Number	Gross Area (AC)	Land Use	Land Use Density Range (DU/AC)	Net Area (AC)	Unit Range (Low)	Unit Range (High)*	Flexible Zoning District Options
Area A							
A-1	12.0	L (Low)	2-5	4.4	9	22	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
A-2	43.8	L (Low)	2-5	26.7	53	134	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
A-3	22.6	L (Low)	2-5	20.4	41	102	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
A-4	13.4	M (Medium)	5-8	11.1	56	89	LPHD-8, LPHD-7, LPHA-6, LPHA-5, LPHD-4, LPHD-3, LPHA-4
A-5	9.0	M (Medium)	5-8	5.4	27	43	LPHD-8, LPHD-7, LPHA-6, LPHA-5, LPHD-4, LPHD-3, LPHA-4
A-6	27.8	MH (Med High)	8-15	23.4	187	351	LPHD-6, LPHD-5, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2
A-7	14.1	M (Medium)	5-8	13.0	65	104	LPHD-8, LPHD-7, LPHA-6, LPHA-5, LPHD-4, LPHD-3, LPHA-4
A-8	16.1	L (Low)	2-5	13.2	26	66	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
A-9	39.1	L (Low)	2-5	35.6	71	178	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
A-10	56.9	L (Low)	2-5	51.0	102	255	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
A-11	49.1	L (Low)	2-5	44.3	89	222	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
A-12	27.2	L (Low)	2-5	8.9	18	45	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
A-13	14.9	L (Low)	2-5	4.2	8	21	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
A-14	14.8	MH (Med High)	8-15	6.0	48	90	LPHD-6, LPHD-5, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2
A-15	18.2	MH (Med High)	8-15	11.1	89	167	LPHD-6, LPHD-5, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2
A-16	11.3	MH (Med High)	8-15	6.8	54	102	LPHD-6, LPHD-5, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2
A-17	5.0	L (Low)	2-5	4.9	10	25	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
A-18	13.6	MH (Med High)	8-15	11.2	90	168	LPHD-6, LPHD-5, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2
A-MU.1	26.0	MU (Mixed Use)		21.0	51	409	LPH-MU, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2, LPHA-1
A-MU.2	11.4	MU (Mixed Use)		9.6	23	186	LPH-MU, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2, LPHA-1
A-MU.3	11.4	MU (Mixed Use)		10.0	24	192	LPH-MU, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2, LPHA-1
A-PUB.1	19.4	PUBLIC (Elementary School)		16.1			
A-REC.1	12.9	REC (Park)		12.0			
A-OS/RPC		ROADWAY PATH CORRIDORS		11.5			
A-OS		OPEN SPACE		54.7			
A-OS/WASH		WASH CORRIDOR PRESERVATION		24.7			
A-RDWY		ROADWAYS		28.8			
Subtotal Area A	**490.0**			**490.0**	**1,141**	**2,971**	*** (Max. units shall not exceed 1,952 within Area A, as approved by GPA #12-0003)**
Area B							
B-1	46.7	E (Estate)	0-2	18.2	0	36	LPHD 43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12, LPHD-10
B-2	87.5	L (Low)	2-5	63.9	128	320	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
B-3	45.4	L (Low)	2-5	32.5	65	163	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
B-4	61.8	L (Low)	2-5	54.1	108	271	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
B-5	14.5	L (Low)	2-5	14.0	28	70	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
B-6	33.9	MH (Med High)	8-15	30.3	242	455	LPHD-6, LPHD-5, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2
B-7	34.0	L (Low)	2-5	32.2	64	161	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
B-8	61.5	L (Low)	2-5	17.2	34	86	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
B-9	29.6	M (Medium)	5-8	22.5	113	180	LPHD-8, LPHD-7, LPHA-6, LPHA-5, LPHD-4, LPHD-3, LPHA-4
B-10	76.4	L (Low)	2-5	43.6	87	218	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
B-11	91.9	L (Low)	2-5	78.0	156	390	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
B-REC.1	18.0	REC (Park)		15.2			
B-OS/RPC		ROADWAY PATH CORRIDORS		6.9			
B-OS		OPEN SPACE		113.1			
B-OS/WASH		WASH CORRIDOR PRESERVATION		29.3			
B-RDWY		ROADWAYS		30.2			
Subtotal Area B	**601.2**			**601.2**	**1,025**	**2,350**	*** (Max. units shall not exceed 1,521 within Area B, as approved by GPA #12-0003)**
Area C							
C-1	48.1	E (Estate)	0-2	27.7	0	55	LPHD 43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12, LPHD-10
C-2	191.9	E (Estate)	0-2	89.7	0	179	LPHD 43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12, LPHD-10
C-3	28.4	M (Medium)	5-8	26.4	132	211	LPHD-8, LPHD-7, LPHA-6, LPHA-5, LPHD-4, LPHD-3, LPHA-4
C-4	50.0	E (Estate)	0-2	23.5	0	47	LPHD 43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12, LPHD-10
C-5	300.9	E (Estate)	0-2	154.8	0	310	LPHD 43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12, LPHD-10
C-6	36.3	E (Estate)	0-2	18.3	0	37	LPHD 43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12, LPHD-10
C-7	87.7	E (Estate)	0-2	49.7	0	99	LPHD 43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12, LPHD-10
C-MU.1	35.2	MU (Mixed Use)		30.8	75	600	LPH-MU, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2, LPHA-1
C-PUB.1	2.0	PUBLIC (Fire Station)		2.5			
C-OS/RPC		ROADWAY PATH CORRIDORS		3.4			
C-OS		OPEN SPACE		341.8			
C-OS/WASH		WASH CORRIDOR PRESERVATION		7.7			
C-RDWY		ROADWAYS		4.2			
Subtotal Area C	**780.5**			**780.5**	**207**	**1,538**	*** (Max. units shall not exceed 831 within Area C, as approved by GPA #12-0003)**
Private Land Subtotal Areas A, B, C	**1871.7**			**1871.7**	**2,373**	**6,859**	*** (Max. units shall not exceed 4,304 within the private land area, as approved by GPA #12-0003)**

Private Land Projections		
Gross Land Area	1,872	AC
Gross Density	2.30	DU/AC
Projected Population	12,051	People
Projected Residential Units	4,304	Res. Units
Projected Elementary School Children	995	Children
Projected High School Children	468	Children
Mixed Use Gross Area	84.0	AC
Projected Elementary Schools	1.1	School
Projected High Schools	0.3	School
Improved Neighborhood Parks Demand	21	AC
Improved Community Parks Demand	18	AC
Open Space Demand	121	AC
Total Proposed Open Space Areas A&B	257	AC
Total Proposed Open Space Area C	363	AC
Total Proposed Private Open Space	620	AC

Table 1 Page 2: Land Use Density and Intensity Table

Parcel Number	Gross Area (AC)	Land Use	Land Use Density Range (DU/AC)	Net Area (AC)	Unit Range (Low)	Unit Range (High)*	Flexible Zoning District Options
Area D							
D-1	38.5	E (Estate)	0-2	17.3	0	35	LPHD 43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12, LPHD-10
D-2	74.8	E (Estate)	0-2	32.7	0	65	LPHD 43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12, LPHD-10
D-3	29.2	L (Low)	2-5	16.6	33	83	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
D-4	58.2	L (Low)	2-5	23.0	46	115	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
D-5	63.5	E (Estate)	0-2	11.8	0	24	LPHD 43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12, LPHD-10
D-OS.1	375.0	OPEN SPACE		373.3			
D-OS/RPC		ROADWAY PATH CORRIDORS		8.0			
D-OS		OPEN SPACE		108.9			
D-OS/WASH		WASH CORRIDOR PRESERVATION		29.1			
D-RDWY		ROADWAYS		18.5			
Subtotal Area D	**639.2**			**639.2**	**79**	**322**	*** (Max. units shall not exceed 182 within Area D, as approved by GPA #12-0003)**
Area E							
E-1	62.8	L (Low)	2-5	36.4	73	182	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-2	80.5	L (Low)	2-5	32.3	65	162	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-3	34.7	L (Low)	2-5	18.8	38	94	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-4	55.6	L (Low)	2-5	21.8	38	109	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-5	58.3	L (Low)	2-5	46.2	44	231	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-6	44.7	L (Low)	2-5	32.6	92	163	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-7	24.2	L (Low)	2-5	17.3	65	87	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-8	41.4	L (Low)	2-5	35.6	35	178	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-9	51.4	L (Low)	2-5	38.6	71	193	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-10	27.4	L (Low)	2-5	17.3	77	87	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-11	16.3	MH (Med High)	8-15	13.5	138	203	LPHD-6, LPHD-5, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2
E-12	15.7	MH (Med High)	8-15	12.3	108	185	LPHD-6, LPHD-5, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2
E-13	8.1	L (Low)	2-5	5.8	12	29	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-14	19.5	L (Low-School)	2-5	15.0	30	75	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-15	12.5	L (Low-Park)	2-5	12.0	24	60	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
E-MU.1	59.0	MU (Mixed Use)		45.5	109	873	LPH-MU, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2, LPHA-1
E-OS.1	25.3	OPEN SPACE		24			
E-OS/RPC		ROADWAY PATH CORRIDORS		9.0			
E-OS		OPEN SPACE		145.9			
E-OS/WASH		WASH CORRIDOR PRESERVATION		22			
E-RDWY		ROADWAYS		36			
Subtotal Area E	**637.4**			**637.4**	**1,019**	**2,911**	*** (Max. units shall not exceed 1,672 within Area E, as approved by GPA #12-0003)**
Area F							
F-1	30.6	M (Medium)	5-8	23.6	118	189	LPHD-8, LPHD-7, LPHA-6, LPHA-5, LPHD-4, LPHD-3, LPHA-4
F-2	8.5	M (Medium)	5-8	5.5	28	44	LPHD-8, LPHD-7, LPHA-6, LPHA-5, LPHD-4, LPHD-3, LPHA-4
F-3	49.3	L (Low)	2-5	46.2	92	231	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
F-4	31.0	L (Low)	2-5	29.5	59	148	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
F-OS/RPC		ROADWAY PATH CORRIDORS		2.2			
F-OS		OPEN SPACE		2.7			
F-OS/WASH		WASH CORRIDOR PRESERVATION		5.6			
F-RDWY		ROADWAYS		4.1			
Subtotal Area F	**119.4**			**119.4**	**297**	**612**	*** (Max. units shall not exceed 403 within Area F, as approved by GPA #12-0003)**
State Land Subtotal Areas D, E, F	**1396.0**			**1396.0**	**1,395**	**3,845**	*** (Max. units shall not exceed 2,257 within the state land area, as approved by GPA #12-0003)**

State Land Projections		
Gross Land Area	1,396	AC
Gross Density	1.62	DU/AC
Projected Population	6,320	People
Projected Residential Units	2,257	Res. Units
Projected Elementary School Children	620	Children
Projected High School Children	279	Children
Mixed Use Gross Area	59.0	AC
Projected Elementary Schools	0.7	School
Projected High Schools	0.2	Schools
Improved Neighborhood Parks Demand	11.1	AC
Improved Community Parks Demand	9	AC
Open Space Demand	63	AC
Total Proposed State Open Space	730	AC

Project Total Areas A,B,C,D, E, F	**3267.7**			**3267.7**	**3,768**	**10,704**	*** (Max. units shall not exceed 6,561 within the total project area, as approved by GPA #12-0003)**

Project Projections (Combined Lands)		
Gross Land Area	3,268	AC
Gross Density	2.0	DU/AC
Projected Population	18,371	People
Projected Residential Units	6,561	Res. Units
Projected Elementary School Children	1,615	Children
Projected High School Children	747	Children
Mixed Use Gross Area	143	AC
Projected Elementary Schools	1.8	Schools
Projected High Schools	0.4	Schools
Improved Neighborhood Parks Demand	32	AC
Improved Community Parks Demand	28	AC
Open Space Demand	184	AC
Total Proposed Open Space	1,350	AC

Table 2: Land Use Designations

Land Use	Flexible Zoning Districts
E- Estate (0-2 DU/ac)	LPHD-43, LPHD-35, LPHD-30, LPHD-24, LPHD-18, LPHD-12,
L - Low (2-5 DU/ac}	LPHD-24, LPHD-18, LPHD-12, LPHD-10, LPHD-8, LPHD-7, LPHD-6, LPHD-5, LPHD-4
M- Medium (5-8 DU/ac)	LPHD-8, LPHD-7,LPHD-6, LPHD-5, LPHD-4, LPHD-3, LPHA-4,
MH- Medium High (8-15 DU/ac) DU/ac)	LPHD-6, LPHD-5, LPHD-4,LPHD-3, LPHA-4, LPHA-3, LPHA-2
MU – Mixed Use (15+ DU/ac)	LPH-MU, LPHD-4, LPHD-3, LPHA-4, LPHA-3, LPHA-2, LPHA-1

The actual zoning district will be determined and vested with approval of each preliminary plat or preliminary site plan as approved by City of Peoria plan review staff.

Mixed Use: Approximately 114 acres of mixed use land use have been proposed within Lake Pleasant Heights. The total acreage and the number of these mixed use centers are consistent with those proposed in the Lake Pleasant Heights Specific Area Plan (December 2012). The goal of the mixed use centers is to promote a mix of uses such as, but not limited to retail services, entertainment use, small employment uses and higher density residential uses (see permitted uses in Table 9) within a compact development form that encourages walking between uses. The intensity and density of residential and mixed-use increases at the mixed-use nodes and transitions to lower densities ultimately blending into surrounding open space areas. The focus of the neighborhood center is to provide residents with day to day services including, but not limited to, grocery markets, drug stores, dry cleaners, banking and video rental establishments.

2. Schools

Lake Pleasant Heights is located entirely within the Peoria Unified School District (PUSD). A 19.4 acre site has been set aside for a future elementary school in the Lake Pleasant Heights project. A location for this site has been identified on the Lake Pleasant Heights General Development Plan consistent with the Lake Pleasant Heights Specific Area Plan (December 2012). This development parcel is currently located south of the CAP canal and west of El Mirage Road.

The future elementary school site in Phase 1 will serve the need for a majority of the student population in LPH. A second school site is identified to the northwest area in development unit E of the State Trust land(s) if the student population in Lake Pleasant Heights exceeds the capacity of the first elementary school site. The future land owner purchasing property from the State Trust will develop an agreement with the school district regarding this school site. The State Trust is required to be compensated for the sale or lease of any State Trust land(s) regardless of the use and no matter how meritorious the use may be. Vistancia is proposing a 40-acre high school site within their development, which should serve the high school students in Lake Pleasant Heights.

Projections for the number of schools have been discussed with the PUSD, which supports the need for one 15-acre elementary school site in the southern area and a second elementary school site in the northern area of Lake Pleasant Heights when the development in the State land will begin.

3. Parks and Open Space

Given the amount of natural open space and drainage corridors, there will be opportunities for active and passive recreation including walking, jogging, hiking, bicycling, and wildlife viewing.

Figure 16a, Bicycle & Pedestrian Circulation Plan, proposes a network of community multi-use trails to enhance recreational opportunities and promote alternative means of mobility. These trails will be designed to facilitate pedestrian and bicycle access between residential neighborhoods, mixed use nodes commercial areas, schools, open space and park uses. Cross sections for these trails are provided in Figure 16b Bicycle & Pedestrian Cross Sections and additional information regarding paths and trails are described in Section 4.5.3, Circulation.

A Recreation Amenities Master Plan (RAMP) will be submitted and approved by the Community Services Director, or designee prior to submittal of the first preliminary plat map for each Development Unit. Each RAMP will conceptually identify wash preservation areas, private and public open space areas, neighborhood parks, mini/HOA parks, paths, trails, bike lanes, trailheads and recreational amenities (public/private) as well as concepts for amenities within the development. The acreages of open space, neighborhood parks, mini/HOA parks, paths, trails, connections and trailheads included within development parcels will be counted toward the total 1,350 acres of open space.

At the discretion of the City of Peoria, and in accordance with the applicable RAMP and Community Services Master Plan (CSMP), as amended, an equestrian trailhead and staging area will be developed within close proximity of the Big Spring natural preservation area with trail connectivity. If it is determined to be feasible and desirable, this connectivity will be inclusive of equestrian use; an equestrian trail will be accommodated in the Big Spring easement. Another useable trailhead to be constructed is proposed at the southeast corner of the CAP and El Mirage Road as part of Phase 1 of the development.

Approximately 39.2 net acres are intended for dedication as neighborhood park and/or active recreation space; 27.2 net acres on private land and 12 net acres on State Trust land(s), consistent with the Lake Pleasant Heights Specific Area Plan (December 2012). These areas are intended to accommodate the recreational needs of the projected resident population of approximately 18,371 people. A minimum of 8-10 usable acres will be necessary within each of these neighborhood park development parcels for park improvements. The 8-10 usable acres shall be sufficient for typical park amenities such as but not limited to play fields (soccer, softball, etc.), hard surface courts (basketball, tennis, etc.), playground structures (0-5 year-olds, 5-12 year olds, 12+), restrooms, parking (for at least 20 vehicles), and other possible amenities (such as walking paths, volleyball, picnic armadas, etc.). Proposed amenities within each neighborhood park shall be consistent with the CSMP and subject to review and approval by Community Services staff.

In addition to the neighborhood parks, in accordance with the Community Service Master Plan (CSMP), there will be mini/HOA parks (each approximately 1-acre in size) located within a service area of a ¼ to ½ mile radius. The location and size of these will be determined at the detailed site plan and preliminary plat process. Mini/HOA parks may be located within open space areas. As described in the CSMP guidelines, "In the mountainous northern areas of the City, accommodations may be altered for the service radius due to lower residential densities".

The Lake Pleasant Heights Plan intends to preserve a significant amount of open space within the community; however, the specific amount and location of this open space will be determined as each development parcel is platted consistent with the approved RAMP for each Development Unit. The required total open space as per the 2006 Peoria Parks, Recreation, and Open Space and Trails (PROST) Master Plan requires 10 acres per 1,000 population. Based on this standard, the Lake Pleasant Heights Planned Community Development would require a minimum of 63 acres of open space on State Trust land and 121 acres of open space on private land, totaling 184 acres. As shown on Figure 15, General Development Plan and in Table 1, Land Use Density

and Intensity, a significantly greater amount of open space of approximately 1,350 acres has been proposed. This open space is provided in recognition of the hierarchical value of open spaces that contributes to the community's quality of life.

Through the implementation of the Specific Plan and Planned Community District Plan, open space will be provided on a plat by plat, site plan by site plan, phase by phase basis. However,

the open space areas indicated in Table 1, Land Use Density and Intensity, for each ownership area will be met. The transfer of open space between development parcels and development units within one ownership area is permitted. The transfer of open space between ownership areas is not permitted. A running tabulation for open space will be maintained as the project is built out.

Trailheads, neighborhood parks and primary trail corridors in natural open space areas will become public. As the project moves through the development process, additional open space areas may be dedicated to the City, subject to the City's acceptance. These areas will be identified at the time of the RAMP for each development unit.

a. Open Space Value System

The Lake Pleasant Heights Specific Area Plan committed the project to a minimum of 1,350 acres of open space; however, the City recognizes open space within a community is a living system of natural, man-made and cultural resources which are provided and maintained for the benefits of residents, business, and visitors. As designed, the open space system within Lake Pleasant Heights is envisioned as a series of interconnected landscapes and spaces that provide places where residents can recreate, that protect biological diversity, and link residents to surrounding areas they cherish. Given the conceptual nature at this stage in development, it is difficult to fully anticipate and identify the most desired amenities or valued land for open space. Consequently, the Applicants are requesting to establish an open space value system as noted in Table 3, Open Space Value System below as a means to anticipate and better accommodate changes in amenity demands as the project continues through the development process.

Implementation of the proposed Open Space Value System may result in a modest, but capped, reduction in the amount of required open space within the community; however, any such reduction will be made in exchange for specified enhancements which are in keeping with the Lake Pleasant Heights open space system vision. Further, proposed enhancements shall offset any reduction in open space at a level which is far above and beyond minimum city requirements.

At the discretion and approval of the Community Services and Planning Directors, the Applicant may utilize the Open Space Value System to reduce the minimum open space acreage, subject to the following conditions:

1) The total reduction in open space or "credit" applied thereto pursuant to this section shall not exceed 67 acres (5% of the total allocation of 1,350 acres) for the entire Lake Pleasant Heights PCD; and

2) The Open Space Value System anticipates primary applicability within Hillside Development Areas with recognition that detailed slope analysis, application of local street grade standards, the precise alignment of public trails will likely define a refinement of the open spaces depicted on the General Development Plan (Figure 16a) and the Open Space Lands exhibit (Figure 17). Accordingly, any reconfiguration or adjustment to open space areas or "credit" as defined herein, (the number of acres defined by provision 1 above) will be proportioned to Development Units, based on percentages of hillside terrain, as follows:

Development Units A & B: 20% or 13.40 acres

Development Unit C: 46% or 30.8 acres
Development Units D, E and F: 34% or 22.78 acres

All enhancements that are deemed by the Directors to meet or exceed the minimum city standards may be eligible to receive a credit, up to the maximum values specified in Table 3. All proposed improvements shall be shown and approved by the Directors on the applicable Development Unit RAMP.

Table 3: Open Space Area Value System

Open Space Element	Measurement / Metric Standard SAP Standard/PCD OS Credit Value	Value Assignment Towards Open Space Requirement
Unimproved Open Space, Private (1)	1.0 Acres = 1.0 Acres	100% (1.0 acres)
Unimproved Open Space, Public (2)	1.0 Acres = 1.2 Acres	120% (1.2 acres)
Expanded Riparian Corridor (3)	1.0 Acres = 1.2 Acres	120% (1.2 acres)
Additional Public Trail Corridor(4)	1.0 Acres = 1.2 Acres	120% (1.2 acres)
Improved Open Space (5)	1.0 Acres = 2.0 Acres	200% (2.0 acres)
Expanded Big Springs Natural Conservation Easement Dedicated for public use (6)	1.0 Acres = 3.0 Acres	300% (3.0 acres)

Notes:

1. Private unimproved open space is inclusive of open space, defined on a subdivision plat as a tract to be dedicated to the homeowners association. Such open space shall not include any retention or detention facilities.

2. Public unimproved open space is inclusive of open space which is defined on a subdivision plat as a tract to be dedicated and accepted by the City of Peoria. Such open space shall not include any retention or detention facilities.

3. An "expanded riparian corridor" is inclusive of areas beyond the minimum corridor width and overall acreage of the primary drainageways and buffer required under the Desert Lands Conservation Overlay (DLCO) or as amended herein. An expanded riparian corridor shall be capable of sustaining plant, trees and wildlife. These corridors shall be identified within the applicable subdivision plat or commercial site plan, and preserved within a tract or other instrument acceptable to the City of Peoria.

4. An additional trail corridor with accompanying public access easement beyond that identified on Figure 16A ("Bicycle & Pedestrian Circulation Plan") is inclusive of open space, defined as a trail corridor on a subdivision plat as a tract to be dedicated to the homeowners association or to the City of Peoria. The measurement of the area of the corridor shall be to a demarcation extending beyond the minimum standards outlined within the CSMP and measured in square feet or converted to acres.

5. Improved open space feature including, but not limited to, an improved scenic

overlook, enhanced trail signage program, additional trailhead or other feature, which enhances the usability and/or experience of the open space beyond that minimally required.

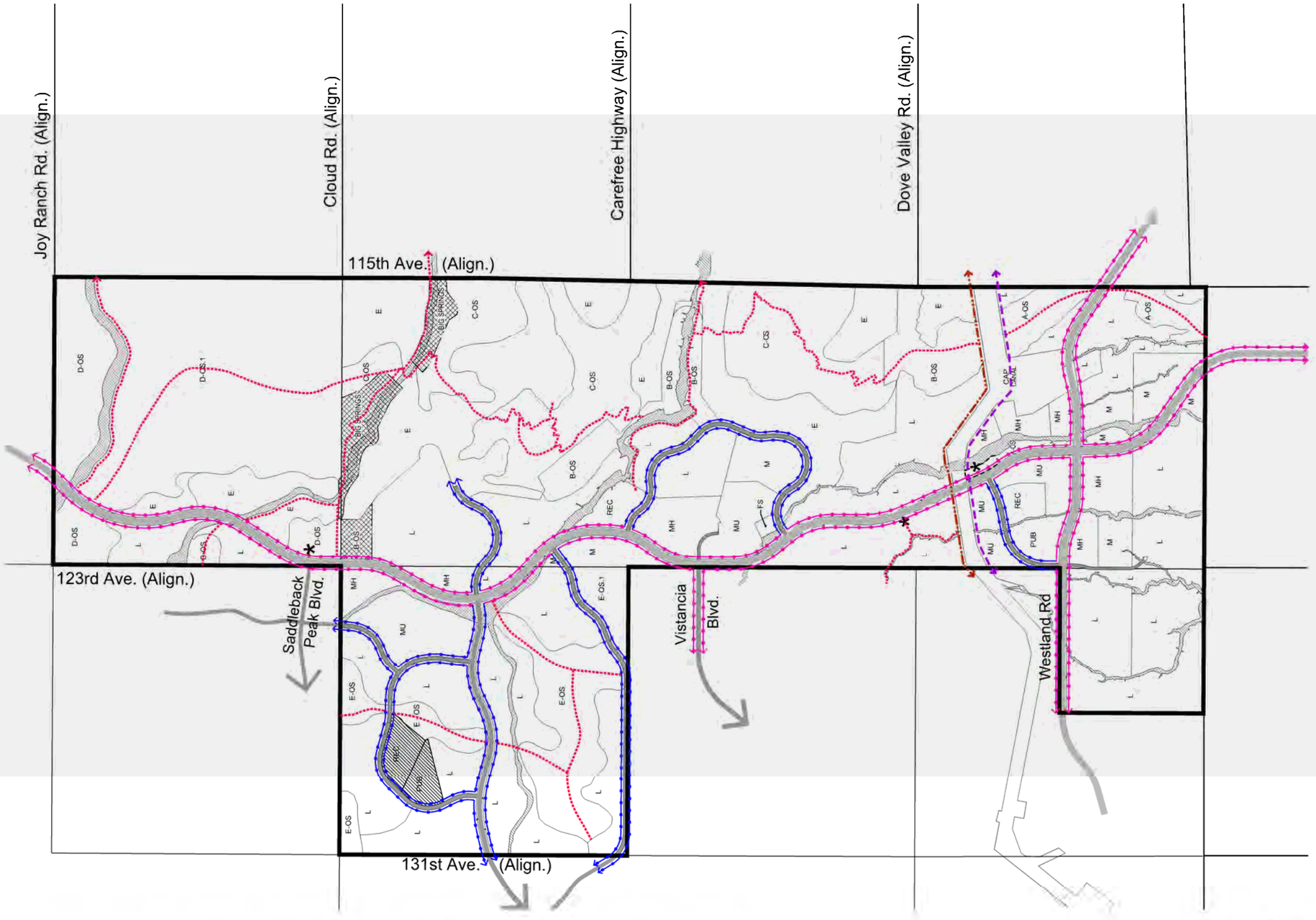
6. An "expanded Big Springs Conservation Easement" shall be areas beyond the reconfigured minimum 48 acres currently preserved under the recorded Restricted Covenant for public access.

Figure 17, Open Space Lands, graphically depicts the anticipated areas to be preserved, publicly or privately. Additional open space is located along the eastern and northern boundaries of the site, which includes unplanned Federal land to the north and State Trust land to the east. Where possible, open spaces have been planned to link to open areas planned within Vistancia and Saddleback Heights.

A portion of natural open space has already been reserved on the site. The existing Big Spring Conservation Easement, consisting of approximately 48 acres, is located along the northern boundary of Section 1. The existing easement is proposed to be redefined as a part of this application. To create open space linkages for wildlife and area recreational users, this application proposes to redefine the easement to include a corridor encompassing the adjacent unnamed wash. Legal descriptions of the current and proposed easements are described within Appendix C.

Figure 16a

Bicycle & Pedestrian Circulation Plan



Note: Locations of internal bicycle and pedestrian connections to paths and trails adjacent to roadways will be determined for each development area at the time the first parcel of each area develops.

Lake Pleasant Heights
Planned Community District
PEORIA, ARIZONA

VA CONSULTING

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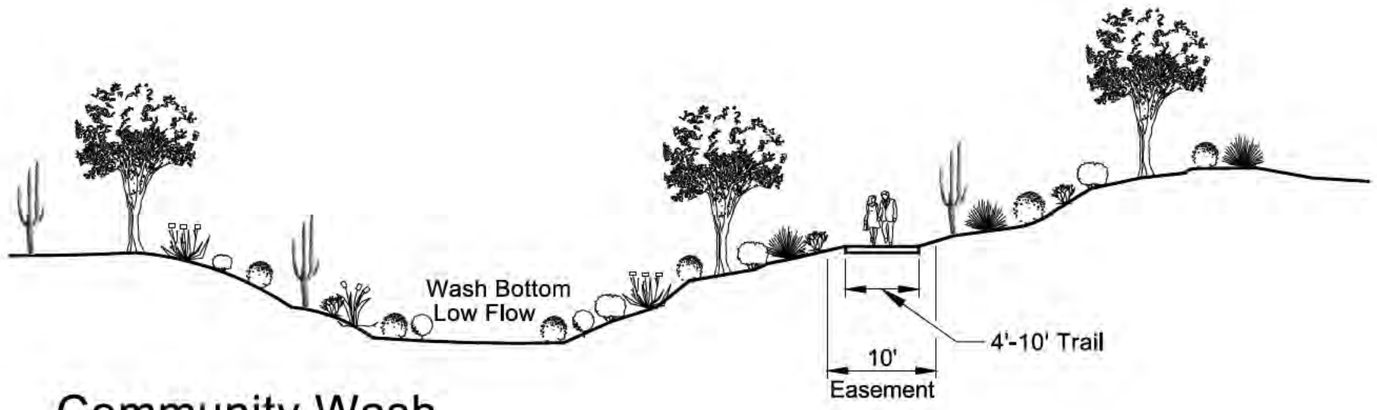
Figure 16b

Bicycle & Pedestrian Circulation Plan Cross Sections



Central Arizona Project Canal Trail

Not to Scale



Community Wash Corridor Trails

Not to Scale

Lake Pleasant Heights
Planned Community District

PEORIA, ARIZONA

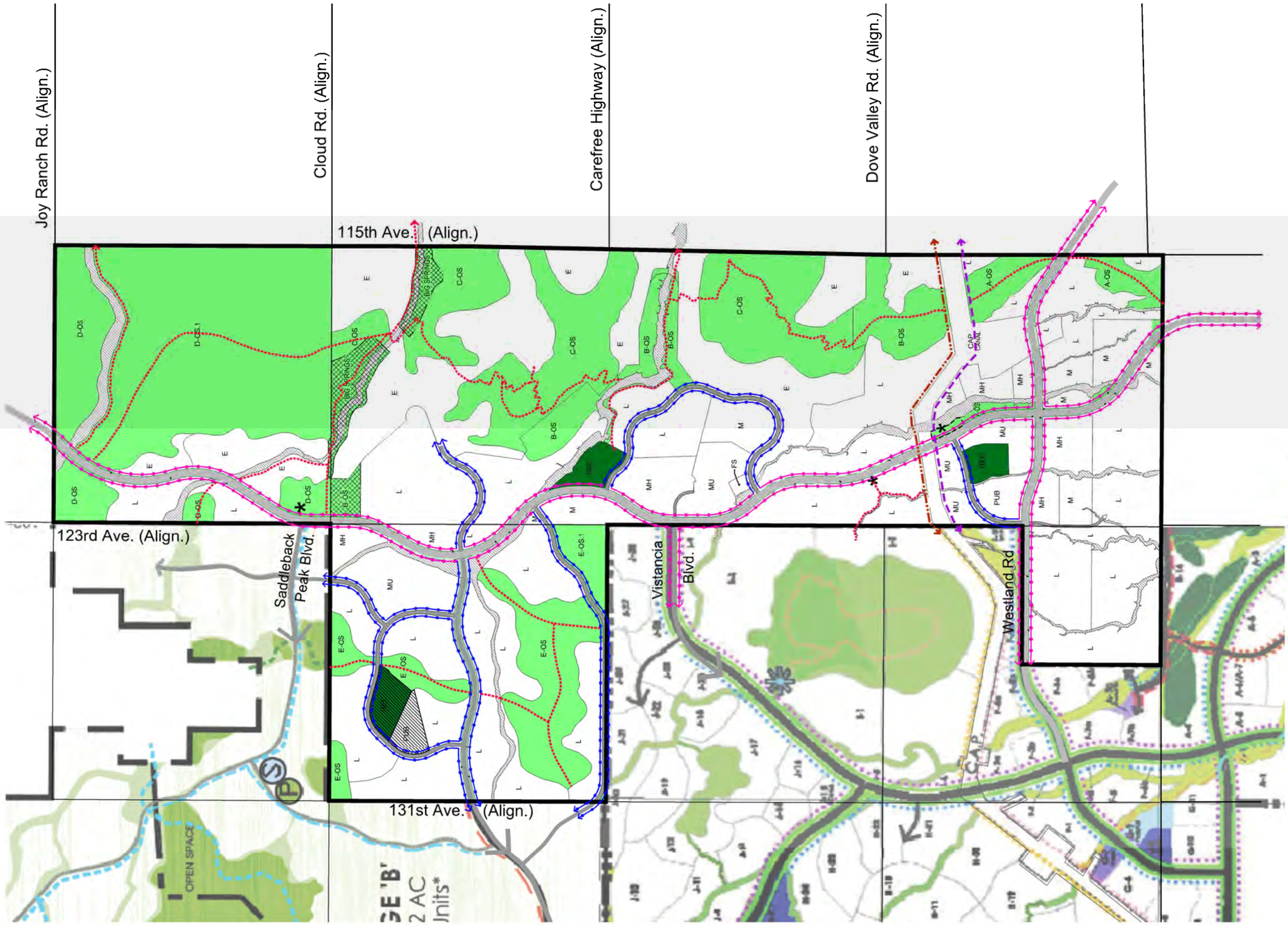
VA CONSULTING

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Figure 17

Open Space Lands



Legend

- Major Arterial
- Minor Arterial
- Central Arizona Project Canal Trail
- 4' Natural Surface Trail
- 8-Foot Multi-use Path/ On Street Bike Lanes
- 6-Foot Multi-Use Path/ On Street Bike Lanes
- Equestrian Trail
- Trail Head
- Wash Corridor Preservation
- Open Space Preservation
- Public Park

Note: All the above Trails, Pathways & Uses are Public

- Low Density Residential Overlay Zone

N

Lake Pleasant Heights

Planned Community District

PEORIA, ARIZONA

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4. Community Facilities

a. Fire

The Lake Pleasant Heights community, located within the jurisdiction of the City of Peoria, will seek fire services from the City of Peoria. The Lake Pleasant Heights property lies within the City's northwestern Fire Management Area. A fire station site will be made available to the City of Peoria and is tentatively identified in Figure 15, General Development Plan.

A future fire station site is proposed within a half mile of the intersection of Vistancia Boulevard and El Mirage Road. The fire station site shall be 2.5 acres of usable area excluding setbacks and dedications. Figure 18, Emergency Response Plan, provides an overview of the four-minute response area of this planned station, as well as that of other proposed fire station facilities within neighboring communities that will serve the Lake Pleasant Heights site. The Lake Pleasant Heights proposed fire station site may be moved to another location if agreed to by the Fire Department and the Developer as more specifically defined in the Development Agreement. The construction schedule for this facility will depend on population growth and service criteria provided by the Peoria Fire Department.

b. Police

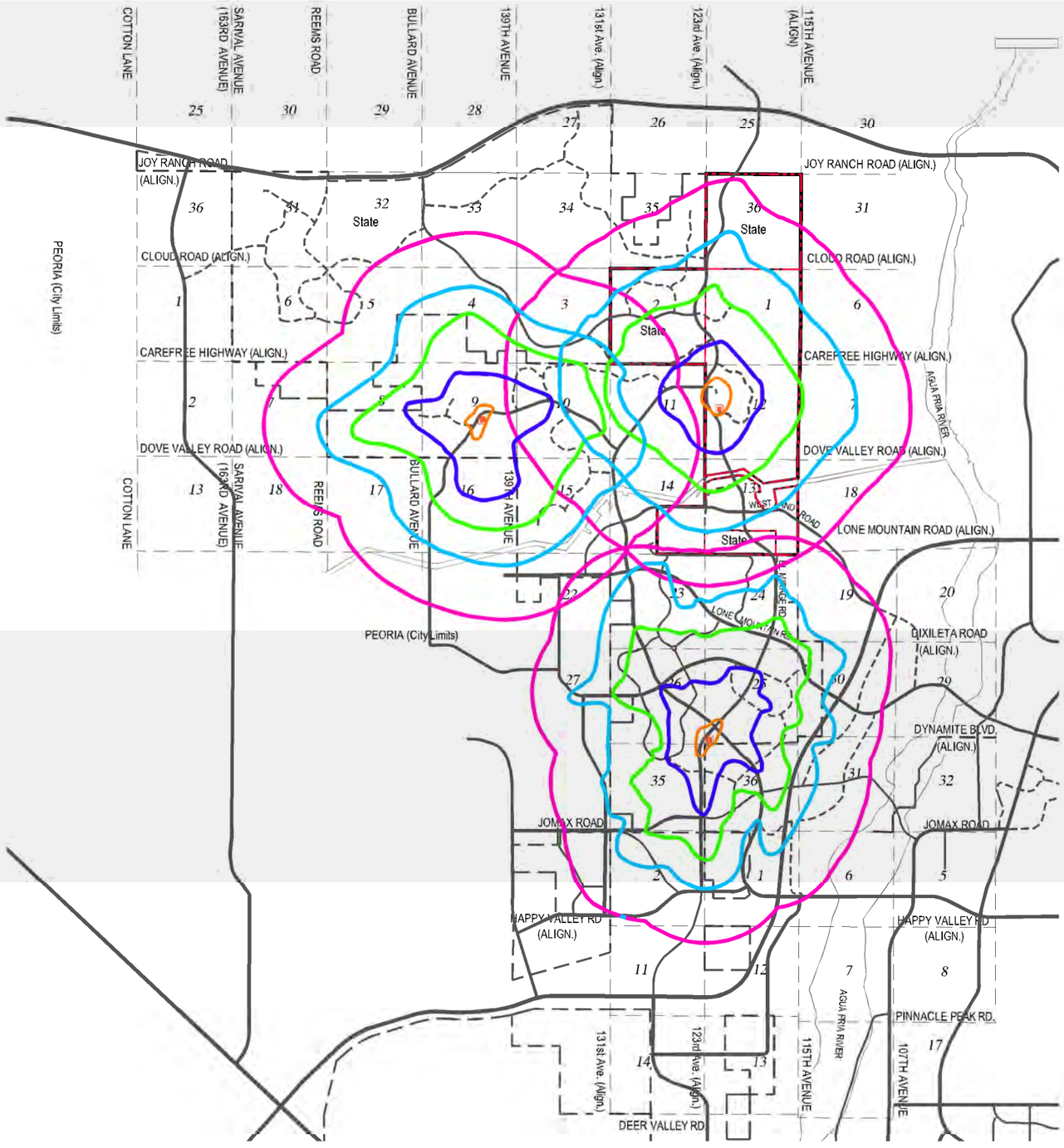
Lake Pleasant Heights will seek law enforcement services from the City of Peoria. Until such time as a permanent Law Enforcement service site can be developed within Northwest Peoria, an interim Law Enforcement site will be made available to the City within the Lake Pleasant Heights site, if requested by the Police Chief as more specifically defined in the Development Agreement. The location of the proposed interim Law Enforcement site shall be as determined by the Police Chief and the Developer. The interim site will be made available at such time as is determined necessary by the Police Chief, following construction of residences within Phase 1.

c. Library

A library is not currently anticipated within the Lake Pleasant Heights Planned Community. However, if a library is proposed at a later date, it is encouraged to be located within one of the mixed-use areas.

Figure 18

Emergency Response Plan



Legend

- Emergency Response Site
- 1 Minute Response
- 2 Minute Response
- 3 Minute Response
- 4 Minute Response
- 4+ Minute Response

N

Lake Pleasant Heights

Planned Community District

PEORIA, ARIZONA

VA CONSULTING

DATE: 9/10/15

4.5 Circulation

The proposed circulation system for Lake Pleasant Heights is designed to offer several choices for mobility, such as vehicular, bicycle, and pedestrian facilities. These facilities are discussed below.

1. Vehicular

A Category III Traffic Impact Analysis for Lake Pleasant Heights has been prepared by VA in 2013, updated in December 2014 and approved by the City in 2014. This analysis considers additional quantities and revised locations of mixed-density residential and commercial land uses proposed for the site. The VA study analyzes the impacts of the proposed land use plan on the vehicular circulation system and provides recommendations related to street cross sections, intersection configurations, and identifies intersection locations where traffic signals are anticipated to be warranted based on preliminary traffic forecasts. If determined to be necessary by the City of Peoria traffic engineer, a separate stand-alone Traffic Impact Analysis will be submitted with each subsequent Phase or Preliminary Plat to confirm specific intersection geometric and operational requirements including the number and types of lanes for turning/thru-movements, vehicle storage areas, and parameters for signalization based on more precise land use data, site access/driveway locations, and traffic forecasts.

In order to provide regional access for Saddleback Heights, an arterial road (Galvin Blvd.) needed to be added between SR74 and El Mirage Road. Through a collaborative effort between the Applicants and surrounding land owners, including Saddleback Heights and Vistancia, the previous alignment along the south side of Section 2 was relocated through the middle of Section 2 due to concerns related to intersection spacing along El Mirage and topographic constraints. A fair share analysis will be conducted identifying appropriate cost sharing for the construction of roads based on traffic generation from various land owners in the area.

The existing site currently has no developed roadways or formal trail systems. There are several off-road vehicle trails and abandoned mining roads. The proposed roadway network for Lake Pleasant Heights includes a series of major arterial, minor arterial, and collector roadways that will facilitate traffic throughout the community and neighboring areas. Planned major arterial roadways within and adjacent to the Lake Pleasant Heights property include the proposed El Mirage Road, Westland Road, Galvin Boulevard and the Vistancia Boulevard alignments. See Section 4.1 for additional information and an overview of the proposed circulation network.

The proposed section for El Mirage Road includes a 134 foot right of way plus 8 foot section on each side for public utilities easement (PUE) totaling a 150 foot section. The proposed sections of EL Mirage Road that will be constructed as part of the project varies based on its location within the site and the result of the traffic impact analysis (TIA) performed by VA Consulting in 2014. The Lake Pleasant Heights arterial roadway infrastructure will be constructed in phases beginning at the southerly project boundary in accordance with City Standards and based on the results of VA's TIA. The developer of Section 36 (Development Unit D) will be responsible for their fair share of the improvement costs associated with the extension of El Mirage Road, between Saddleback Peak Boulevard through Section 36. The preferred alignment for El Mirage Road is off the section line from approximately the Carefree Highway alignment north to Highway 74. This alignment requires the cooperation of Arizona State Land Department and the Bureau of Land Management to secure the right of way. The Applicant will endeavor to work with the City to obtain the preferred alignment for El Mirage Road.

An arterial roadway within and adjacent to the Lake Pleasant Heights community will include Westland Road. The proposed section for this arterial street is a 130 foot right of way plus an 8 foot section on each side for a public utilities easement (PUE) totaling a 146 foot section. The proposed sections of Westland Road will be constructed as part of the project in phases in accordance with the City Standards and based on the results of VA's TIA. In some cases, where

trails have been planned or are provided within the immediate proximity to a typical sidewalk location, the trail may replace the sidewalk for pedestrian circulation within the area subject to City staff review and approval. The arterial and collector streets are discussed further within VA's TIA."

2. Bicycle

Because of the recreational and multi-modal transportation opportunities that exist within the Lake Pleasant Heights community, attention was given to establishing a bicycle trail network. Figure 16a, Bicycle and Pedestrian Circulation Plan, identifies the location of proposed trails and bicycle routes that will allow residents to travel throughout the Lake Pleasant Heights community.

Bike lanes are designed as six-foot wide lanes primarily for street bikes along major and minor arterial streets. The multi-use trail system will integrate bicycle users with pedestrian and other users within the proposed concrete surface trail system. Trail development will emphasize multiple uses.

3. Pedestrian

The Master Bicycle and Pedestrian Circulation Plan was designed with a strong emphasis on pedestrian circulation and access to open space. The proposed network identified in Figure 16a, Bicycle and Pedestrian Circulation Plan and Figure 16b, Bicycle and Pedestrian Circulation Plan Cross Sections illustrate a trail and path network designed to accommodate pedestrians.

Pedestrians will have access to eight-foot wide paths along arterial streets. These are consistent with the guidelines for Secondary Path classification in the Community Service Master Plan (CSMP). Six-foot wide paths are located along minor collector streets which is consistent with Neighborhood Path classification in the CSMP guidelines. The sidewalk alignment is planned to maintain a minimum separation of four feet from the back of street curb. In addition, there will be paths or trails along washes and other areas that will be determined at the detailed site planning and plat map stage of design.

Pedestrians will have access to off-street trails located within the regional open space network. To the extent possible, trail locations within the open space network will promote the preservation of existing vegetation and minimize erosion with the use of drainage swales. In accordance with the CSMP guidelines these trails will typically be three to four-feet wide with an occasional widening on steeper segments of the trail to provide a step-a-side rest area. These trails will be installed with a drainage swale on the up-slope side of the trail and a two-foot wide shoulder on the down-slope side.

Two trailheads are planned, one at the Big Spring Conservation Easement, and one on the south side of the CAP and east of El Mirage Road, that will provide access to other trails. The trailhead, within proximity of the Big Spring Conservation Easement, will include parking spaces for trailhead use. Both trailheads are anticipated to be public facilities. Trailhead facilities proposed within Development Unit A will be constructed in accordance with the respective RAMP. For ASLD State Land, trailhead amenities will be constructed in conformance with the CSMP, as amended.

A ten to twelve-foot hard surface trail is planned along the Central Arizona Project (CAP) Canal up to the CAP siphon. The width of the natural surface trail will be adjusted during the detail design to respond to natural trail and steep slopes; however, the width of the trail easement will be maintained throughout the entire trail alignment in accordance with City standards. A thirty-foot equestrian trail corridor is located on the other side of the CAP.

These backbone pedestrian and bicycle trails provide the community wide framework for connectivity at the master plan level. As mentioned in Section 1.2, smart growth principles have been incorporated into the land use plan by providing a comprehensive trail system thereby providing an alternative to the car. As the project develops during the site planning/preliminary plat process, additional connectivity will be provided. Pedestrian and bicycle connectivity is encouraged to link to these framework trails by providing additional trails and sidewalks to areas outside of the smaller neighborhoods as well as within and between neighborhoods.

Pedestrian connections to and within the mixed use areas are very important to achieving the concept of connectivity and smart growth. Sidewalks and trails should be designed to be at a pedestrian scale and inviting to pedestrians. Connections should be made to recreational, commercial, and civic uses whenever possible.

4.6 Drainage

A preliminary Drainage Master Plan is provided as a separate report. A summary of existing conditions has been provided in Section 3.3.5. The overall drainage design will be in conformance with the Master Drainage Plan for the development.

4.7 Community Design and Streetscape

1. Streetscape Concepts

The Lake Pleasant Heights Planned Community will be designed and developed with a consistent streetscape theme within the public right of way in accordance with the City of Peoria Standards unless otherwise approved by the City Engineer. Private design guidelines for Lake Pleasant Heights will incorporate provisions for landscape treatment on private property, as well as within the public right of way.

2. Plant Materials

The street environment will reflect the character of the Sonoran Desert. Table 4, Proposed Thematic Plant Palette, reflects plant material intended to establish the Lake Pleasant Heights streetscape. The plant palette will be refined with the submittal of landscape plans during the site plan and preliminary plat process.

Table 4: Proposed Thematic Plant Palette

Native Plans		Flowering Accents/Highlight Plants	
Native Trees:	Foothills Palo Verde	**Trees:**	Acacias
	Blue Palo Verde		Texas Ebony
	Native Mesquite		Lysiloma (Desert Fern)
	Ironwood		Desert Willow
Native Shrubs/Cacti:	Barrel Cactus		
	Brittle Bush	**Shrubs:**	Agave
	Bursage		Baja Fairy Duster
	Chuparosa		Red Bird of Paradise
	Creosote		Dalea
	Jojoba		Desert Ruellia
	Native Prickly Pear		Desert Spoon
	Native Yuccas		Hesperaloe
	Ocotillo		Lantanas
	Saguaro Cactus		Little Leaf Cordia
			Leucophyllum
Ground Cover:	Turf (not in right of way)		Penstemon
			Sage/Salvia
Inerts:	Decomposed Granite		Yellow Bells
	Desert Pavement		Deer Grass
	(native rock)		

4.8 Utilities and Services

1. Water

The LPH property currently has no water or wastewater services. As an incorporated area within the City of Peoria, the site will utilize municipal potable water and wastewater services. The development will participate in the funding for construction of the required off-site infrastructure facilities required to provide sources, distribution, storage and treatment of potable water; and collection, conveyance and treatment of wastewater for the property. The development will be responsible to completely fund all water and wastewater infrastructure needed to support the development area within the project limits.

The infrastructure necessary to serve the Lake Pleasant Heights site is proposed in the Water and Wastewater Master Plan Amendment, a separate report prepared by VA Consulting.

The water supply resources for the Lake Pleasant Heights development are based on 6,561 residential dwelling units, 113.7 acres of mixed use and 39.9 acres of parks and recreation development, with the following associated demands estimated using criteria in the City 2006 Water Master Plan:

Table 5: Water Use Demand

DEMAND FACTOR	PRIVATE LANDS	STATE LANDS
Average Daily Demand (ADD):		
Single Family (467 gpd/DU)	2,803 DU 1,308,721 gpd	1,717 DU 801,667 gpd
Multi-Family (330 gpd/ DU)	1,501 DU 495,030 gpd	540 DU 178,092 gpd
Parks & Rec. (3,035 gpd/ Acre)	35.9 acres 108,457 gpd	12.5 acres 37,938 gpd
ADD Subtotal:	1,912,707 gpd 2,143 AF/Year	1,017,697 gpd 1,140 AF/Year
Total Required Annual Source:	3,283 AF/Year	

It is noted that the residential demand factors include commercial demands as well as a 10% loss (City 2006 Master Plan, Table 6.4, Note 1).

Upon payment of an amount yet to be established by the City and agreed upon by LPH and other participating developers, the City of Peoria, through an inter-governmental agreement with cities of Glendale and/or Phoenix, will dedicate a portion of CAP allotments to serve the plan area. The CAP allotments will have sufficient treatment capacity at a water treatment plant to treat CAP water in amounts sufficient to supply the plan area. The LPH use of CAP water will be as follows:

- The City of Peoria is participating with the City of Glendale to expand the Pyramid Peak WTP in order to provide treated CAP water supply for Peoria demands. LPH may contribute to the WTP expansion and transmission infrastructure, and coordinate those improvements to assist in the City's development of a regional water supply for the City's northeast area.

- The City conducting preliminary planning for the proposed upgrades to the Agua Fria Booster Pump Station (BPS). The Agua Fria BPS will serve Lake Pleasant Heights as well as surrounding communities. The LPH water demand would similarly be met by participation in the upgrade of the associated water conveyance infrastructure located on the east side of the Agua Fria River, which would include the completion of the Lone Mountain Pipeline, and Westland Road Reservoir and Booster Facility.

- The City will establish a fee based upon the total cost of purchasing treated CAP water, as well as the cost of all needed water transportation facilities, including pipelines and ancillary equipment, to transport the treated water to the plan area. LPH, the City of Peoria and three other developers with properties located in the water service area are in the process of forming several Joint Development Agreements to fund the design and construction of storage, pumping and transmission mains for delivery of treated water from the City of Glendale Pyramid Peak WTP to water storage and pumping facilities located at the southwest corner of the LPH property, referred to as the Westland Road Water Facility. The contribution of funds by LPH toward this agreement will be credited against the project water impact fees.

All of the off-site water supply will be imported in transmission mains to a dedicated Development Parcel within the Vistancia PCD adjacent to the southwest area of Phase 1, where storage and booster pumping facilities will be constructed to provide for the phased conveyance of drinking water throughout the LPH development. All transmission facilities will be designed with capacity for the total project water requirements.

The City requires redundant water supplies (City Code Section 25-20) to ensure the reliable delivery of water to the development. Lake Pleasant Heights will achieve the required redundancy by providing a combination of water resources as discussed above, and all facilities required to treat and transport each source. It is noted that reclaimed water cannot be considered a redundant supply.

Reclaimed water use sites within the development include parks, and school use areas: one is located in Phase 1 south of the CAP Canal; and the second is located in Section 2 (Planning Area E) within State lands. Roadway landscaping will also be a reclaimed water use area; however, it is anticipated that very low water use vegetation will be planted and irrigated with drip systems, so the water demand will be negligible. Reclaimed water demands, based on City 2006 Water Master Plan Table 6.4 criteria of 3,035gpd/acre, are summarized in the following Table 6:

Table 6: Reclaimed Water Use Demand

USE AREA	DEMAND (gpd)
PARKS	
Planning Area A: 12.9 acres	39,152 (Private)
Planning Area B: 18 acres	54,630 (Private)
Planning Area E: 12.5 acres	37,938 (State Lands)
SCHOOL	
Planning Area A: 5 acres turf	15,175 (Private)
TOTAL	146,895

The estimated reclaimed water produced at the Jomax WRF by treating LPH wastewater flows is 95% recovery of 1.41 MGD (ADWF), or 1.34 MGD. Since the LPH reclaimed water demand is 146,895gpd, it is apparent that approximately 1.19 MGD of excess reclaimed water will be produced at build-out. The alternative uses of this water resource, in order of preferred priority, are as follows:

1. Direct Use:
    a. Supplement local demands at Vistancia
2. Groundwater Recharge:
    a. Injection wells constructed by LPH outside of the project boundary.
    b. Discharge to new Agua Fria and/or New River recharge basins that are approved for recharge (not CAP water).
    c. Discharge to natural washes (50% credit, least desirable option).

Lake Pleasant Heights proposes to perform necessary upgrades, if needed, to extend the reclaimed water infrastructure to the LPH development for use in the parks, school site, and common areas. A detailed evaluation of the existing Vistancia reclaimed water infrastructure

will be required to identify necessary upgrades, as well as an evaluation of existing recharge systems.

2. Wastewater

There are currently no existing wastewater treatment facilities on the project site. Lake Pleasant Heights is proposed to be served by the regional Jomax Wastewater Reclamation Facility. This reclamation plant is located south of the development, within the Vistancia PCD.

Upon completion of development in the region, the Jomax Wastewater Reclamation Facility is anticipated to reach a capacity of approximately 6.7 MGD. Lake Pleasant Heights will purchase or construct capacity within this plant, consistent with the wastewater generated by the project.

It is estimated that the proposed LPH land use plan will generate average dry weather flows of 1.41 MGD, and peak wet weather flows of 3.42 MGD.

Wastewater generated by the development will be conveyed to the Jomax WRF by a gravity trunk sewer system. Several lift stations will be required to accommodate topography within Lake Pleasant Heights.

3. Electric

Lake Pleasant Heights is located within the Arizona Public Service (APS) service area and plan to be served by them. A "Will-Serve" letter has been applied for and provided under the Extension of Service guidelines.

4. Telephone

Lake Pleasant Heights is located within the Zona Communications service territory for telephone as the Local Exchange Carrier (LEC). A "Will-Serve" letter has been applied for and provided under the Extension of Service guidelines.

5. Cable Television

The project is served under the provisions of the City of Peoria Franchise agreement with COX Communications (CATV: Competitive Local Exchange Carrier – CLEC). A "Will-Serve" letter has been applied for and provided under the Extension of Service guidelines.

6. Natural Gas

Natural gas will be provided by Southwest Gas Corporation. A "Will-Serve" letter has been applied for and provided under the Extension of Service guidelines.

7. Refuse Collection Districts

A refuse collection district does not currently serve the Lake Pleasant Heights property. It is anticipated that the City of Peoria will provide refuse collection services.

5 REGULATORY DEVELOPMENT STANDARDS

5.1 Purpose and Intent

This section contains the land use and regulatory development provisions to implement the Lake Pleasant Heights Planned Community District and to comply with provisions of the Planned Community District, Section 14-36 of the Peoria Zoning Ordinance. These provisions constitute the primary tool for use by the City of Peoria and the Developer to ensure that Lake Pleasant Heights develops in conformance with this document and the Lake Pleasant Heights Specific Area Plan.

The development regulations govern land use densities, intensities and location criteria within Lake Pleasant Heights. Furthermore, this section includes development standards related to base zoning, use, setbacks, heights, coverage, infrastructure design standards, and drainage design standards. Unless otherwise noted herein, all development within Lake Pleasant Heights shall conform to all City of Peoria Ordinances, Codes, Policies, and Regulations in effect upon the date the Lake Pleasant Heights PCD is adopted.

5.2 Zoning Base Districts

The base zoning districts requested under this application include districts specifically drafted for the Lake Pleasant Heights Planned Community District, which, under the PC District (Section 14-36-2D), supplements and supersedes base zoning as described in the Peoria Zoning Ordinance. These districts are defined as follows:

Table 7: Zoning Base Districts

District	District Description	Minimum Lot Size or Land Area (Sq. Ft.)
LPHD-43	Lake Pleasant Heights Detached Housing	43,000
LPHD-35	Lake Pleasant Heights Detached Housing	35,000
LPHD-30	Lake Pleasant Heights Detached Housing	30,000
LPHD-24	Lake Pleasant Heights Detached Housing	24,000
LPHD-18	Lake Pleasant Heights Detached Housing	18,000
LPHD-12	Lake Pleasant Heights Detached Housing	12,000
LPHD-10	Lake Pleasant Heights Detached Housing	10,000
LPHD-8	Lake Pleasant Heights Detached Housing	8,000
LPHD-7	Lake Pleasant Heights Detached Housing	7,000
LPHD-6	Lake Pleasant Heights Detached Housing	6,000
LPHD-5	Lake Pleasant Heights Detached Housing	5,000
LPHD-4	Lake Pleasant Heights Detached Housing	4,000
LPHD-3	Lake Pleasant Heights Detached Housing	3,000
LPHA-4	Lake Pleasant Heights Attached Townhomes	4,000
LPHA-3	Lake Pleasant Heights Attached Multifamily	3,000
LPHA-2	Lake Pleasant Heights Attached Multifamily	2,000
LPHA-1	Lake Pleasant Heights Attached Multifamily	1,000
LPH-MU	Lake Pleasant Heights Mixed-Use	No Standard

1. Residential District Standards

The residential districts previously listed in Section 5.2 are designed to respond to opportunities and constraints discussed within the Site Analysis Section (Section 3) related to the Lake Pleasant Heights property. The wide range of single family residential districts, ranging from

43,000+ square foot lots to multifamily housing on un-subdivided land, is intended to support a variety of resident life styles and housing choices. District standards are intended to promote stable, functional, and diverse neighborhoods that meet the housing needs of each resident and fit the physical characteristics of the property.

a. Permitted Principal Uses

The Lake Pleasant Heights Planned Community amends Section 14-5-2 of the Peoria Zoning Code to allow the following principal uses within residential districts:

- Single Family Detached Housing;
- Single Family Attached Housing;
- Multifamily Housing;
- Churches, synagogues, temples, chapels, or similar places of worship and related facilities, if access is provided directly to an arterial or collector street, subject to review of vehicular access by the City Engineer;
- Private educational institutions if access is provided directly to an arterial or collector street. Public institutions if access is provided directly to an arterial or collector street. Parochial, if access is provided directly to an arterial street. Elementary schools sited on collector streets and residential streets where approved by the City's traffic engineer;
- Public utility and municipal facility buildings and related facilities, provided the facilities are adequately screened from public view;
- Seasonal rental or time-share units in the LPHA-4, LPHA-3 and LPHA-2 districts;
- Parks, public and private; and
- Temporary residential start-up uses, including sales/marketing facilities, model home complexes and related accessory uses.

b. Conditional Uses

The Lake Pleasant Heights Planned Community shall conform to the standards provided by Section 14-5-3 of the Peoria Zoning Code, except as provided for under Permitted Principal Uses as listed above.

c. Permitted Accessory Uses

The Lake Pleasant Heights Planned Community shall conform to the standards provided by Section 14-5-4 and 14-5-8 of the Peoria Zoning Code.

d. Development Standards

The Lake Pleasant Heights Planned Community shall recognize the development standards provided within Table 8, Residential Development Standards. These standards are intended to supersede the standards provided by Section 14-5-6, as authorized by Section 14-36-2D of the Peoria Zoning code. The Lake Pleasant Heights residential district standards are intended to provide standards for minimum lot area, minimum lot width, building height, minimum yard setbacks, distance between multi-family buildings and maximum lot coverage for each residential lot.

Table 8: Residential Development Standards

District	Minimum Lot Size		Building Height	Minimum Yard Setbacks					Distance Between Buildings	Minimum Lot Coverage
	Area (1)	Width (2)	Stories/ Feet	Front (3)	Side		Street Side (5)	Rear (5)	(4)	
					Min.	Total				
LPHD-43										
	43,000	140	2/30	25	15	30	15	25	NS	35%
LPHD-35										
	35,000	120	2/30	25	10	20	10	20	NS	35%
LPHD-30										
	30,000	100	2/30	25	8	20	10	20	NS	35%
LPHD-24										
	24,000	80	2/30	25	8	20	10	20	NS	35%
LPHD-18										
	18,000	75	2/30	20	5	15	10	15	NS	40%
LPHD-12										
	12,000	70	2/30	20	5	15	10	15	NS	40%
LPHD-10										
	10,000	65	2/30	20	5	15	10	15	NS	40%
LPHD-8										
	8,000	60	2/30	20	5	15	10	15	NS	45%
LPHD-7										
	7,000	55	2/30	20	5	13	10	15	NS	45%
LPHD-6										
	6,000	50	2/30	20	5	13	10	15	NS	45%
LPHD-5										
	5,000	45	2/30	20	3	6	10	10	NS	50%
LPHD-4										
	4,000	40	2/30	20	3	6	10	10	NS	60%
LPHD-3										
	3,000	35	2/30	20	3	6	10	10	NS	65%
LPHA-4										
	4,000	30	2/30	20	0	10	8	5	10	60%
LPHA-3										
	3,000	NA	2/30	5	0	10	8	5	10	60%
LPHA-2										
	2,000	NA	3/36	5	0	10	8	5	10	60%
LPHA-1										
	1,000	NA	4/48	5	0	10	8	5	10	60%

NA: Not Applicable
NS: No Standard

(1) Minimum lot area permitted within the district. The minimum area presumes density and grading area transfer from sensitive lands preservation areas. The minimum area may be superseded by Hillside Development Overlay standards related to the maximum number of units per gross acre (density) by slope category.

(2) Minimum lot width permitted within district.

(3) To allow for a diverse streetscape, the front setback for the living component of the home and side entry garage component of the home may be set back ten (10) feet from the front property line. Where front-facing garages are present, a 10-foot front setback shall apply to the livable portion of the home provided that not more than 60% of the total front-facing elevation occurs at the 10-foot setback. The garage shall have a minimum setback of 18 feet from the back of sidewalk to face of garage. Where sidewalks are not provided (Estate development parcels and/or terrain constraints) the garage shall be a minimum of 20 feet from back of roadway curb.

(4) Minimum distance permitted between buildings on the same lot or as required by the IBC.

(5) Within the LPHA-4, LPHA-3 and LPHA-2, LPHA-1 districts, the setback is required if subdividing property into fee simple lots.

2. Mixed Use Districts Standards

a. Intent

The Land Use Plan provides the framework for the transition of intensity from Mixed-Use nodes to lower intensity areas surrounding them. The Mixed-Use nodes are located strategically at major intersections along El Mirage Road, which is a major north-south arterial road, serving the northwest part of the City. Greater intensities are proposed at these nodes with land use densities transitioning to lower densities moving toward the steeper areas generally located to the east.

The LPH-MU (Mixed Use) District is intended to provide opportunities for the development of both residential and non-residential uses within a pedestrian oriented environment. A complimentary and appropriate mixing of uses is encouraged including commercial, retail, office, entertainment, services, civic, cultural and residential uses. The arrangement of these uses within the mixed use designed areas will balance vehicular access, circulation and parking with pedestrian movements and accessibility. These areas will provide higher commercial intensity and higher residential density than other land use designations within Lake Pleasant Heights.

Permitted Principal Uses for LPH-MU

Table 9, Mixed Use Districts Permitted Uses, provides the Principal uses permitted within the Mixed Use Districts for Lake Pleasant Heights. The uses listed below are intended to reflect a general list of the most prominent commercial and employment uses. The uses noted below shall be further regulated by Section 14-9-5 of the Peoria Zoning Ordinance- Limitations on Uses.

Table 9: Mixed Use Districts (LPH-MU) Permitted Uses

LAND USE	LPH-MU
Administrative and Financial	
Automatic Teller Machine (ATM)	P
Banks and Financial Institutions	P
Bonding Companies and non-chartered Financial (see Section 14-9-5.1)	-
Medical, Dental, or Health Offices	P
Professional, Administrative, or Business Offices	P
Automobile Related	
Auto Auction	-
Auto dismantling, Scrap Dealers, Recycling Centers	-
Auto Parts and Accessory Store	P
Auto Sound System Installation, Auto Glass Tinting and Repair, and similar uses#	C
Auto Body Repair and Painting Facilities#	-
Automobile, Boat, RV or Motorcycle Outdoor Sales and Rental	-
Automobile Diagnostic and/or Service Establishment#	C
Auto Parking Lot or Garage as Principal Use	C
Automobile Rental Facility, Limit to six (6) vehicles#	C
Automobile RV, & Boat Storage Facility	-
Automobile Towing and Impound Facilities	-
Automobile Repair Facilities	-
Boat and RV Repair	-
Car Wash, Automated	C
Car Wash, Self Service	C
Gas Service Station#	P
Tire Sales, Repair and Mounting#	P
Eating and Drinking Establishments	
Coffee Shop	P
Delicatessen and Catering Establishment	P
Food and Beverage Vendor Cart#	A
Restaurant, fast-food (drive-thru)	P
Restaurant, fast-food (w/o drive thru)	P
Restaurant and Cafeterias	P
Tavern, Bar, Lounge or Establishment that sells alcoholic beverages for consumption on premise, excluding restaurants#	C
Entertainment and Recreation	
Dancing, Theatrical or Music Studio	P
Health and Exercise Center	P
Indoor Recreation/Entertainment including Bowling Alleys, Game Rooms, Video Arcades, Ice and Roller Skating Rinks, Shooting Ranges,	P

LAND USE	LPH-MU
Pool and Dance Halls, Bingo Halls, and similar uses, excluding Adult Uses and Taverns and Bars and Lounges	C
Recreation and Social Clubs#	P
Resorts	P
Tennis, Racquet Clubs, Miniature Golf and similar uses	P
Theater, indoor	P
Wedding and Reception Center (Ord. 02-21)#	P
General Industrial and Manufacturing*	
Essential Public Service or Utility Installation	C
Mini-Storage Warehouses, excluding RV, Boat and Trailer Storage (Ord. 02-21)#	C
Recycling Collection Point	A
Remote Mail Service	P
General Retail	
Antiques, Crafts, and Collectibles Sales	P
Bait and Tackle Shops	P
Book, Stationery, and Greeting Card Store	P
Candy and Ice Cream Store	P
Carpet and Floor Covering Store	P
Copy Center	P
Drug Store (liquor sales, 24-hour pharmacy, general retail)	P
Florist	P
Gift, Novelty and Souvenir Shop	P
Hobby, Stamp, and Coin Shop	P
Newsstand	P
Pet Shop	P
Plumbing, Heating and Air Conditioning Sales and Service	C
Retail Sales of Merchandise, Indoor	P
Retail Liquor Store# (see Section 14-9-5.J)	C
(General Retail continued)	
Video Rental Store	P
Water and Ice Store	P
Institutional	
Art Gallery	P
College or University#	C
Cultural Institutions	P
Day Care Centers or Pre-School Centers#	P
Group Care Facility or Community Residential Facility#	C
Libraries and Museums	P
Non-profit Social Services#	P

LAND USE	LPH-MU
Nursing or Convalescent Home, Long Term Care Facility#	P
Public Buildings#	P
Public Utility, Structures, Uses, Facilities, and Equipment#	C
Religious Institutions and similar places of worship#	P
Public/Private Schools, Educational Institutions, Business, Technical or Vocational excluding Colleges/Universities ***(except elementary schools)***	P
Substance Abuse Detoxification and Treatment Centers	-
Wireless Communication Facilities (regulated per Section 14-3-13)	C
Intense Retail	
Appliance, Furniture, and Household Equipment Sales and Rentals	P
Office Supply and Machine Sales and Service	P
Department Store	P
Equipment Sales, Rental and Storage Yard	-
Farmers Market	C
Hardware Store with Outdoor Storage	C
Large Scale Retail (Big Box Retail)	C
Home Improvement Store	P
Mobile Home Sales	-
Monument Sales and Engraving Shop	P
Outdoor Sales and Display Area (Ord. 02-21)#	P
Plant Nursery, Retail**	P
Plant Nursery, Wholesale	-
Retail Sales of Lumber and Building Materials#	C
Sales and Storage of grain, seed, fertilizer, farm and garden supplies	C
Swap Meet, Indoor	-
Swap Meet, Outdoor and similar outdoor sales	-
Upholstery Shop	-
Wholesale Produce Storage or Market	-
Wholesale sales of finished goods	C
Lodging	
Bed and Breakfast Inn#	P
Hotel or Motel#	P
Living quarter for night guards	C
Medical	
Ambulance Service Facility	C
Emergency Medical Care Facility#	P
Hospitals	-
Medical, Dental, Optician, or Health Clinics and Laboratories	P
Veterinary Hospitals	P
Veterinary Offices and Clinics, excluding animal boarding#	P
Personal Services	
Animal Shelter	-
Appliance Repair	C
Auction Houses and Estate Sales	-

LAND USE	LPH-MU
Dry Cleaning and Laundry Establishment	P
Employment Agencies, not including Day Labor Hiring Centers	P
Laundromat, self-service	P
Locksmith	P
Messenger Delivery Service	P
Tanning Salon, Nail Salon, Barber Shop, Beauty Parlor and similar uses	P
Pet Grooming Shop	P
Photographic Developing and Printing	P
Photographic Studio	P
Radio and Television Sales and Service	P
Recording Studio	P
Shoe Sales and Service, Clothing Alteration	P
Sightseeing Tour Companies	P
Ticket and Travel Agency	P
Watch and Clock Repair Shop	P
Residential	
Assisted Living Facility	P
Independent Living	P
Residential, Multifamily	P
Residential, Live/Work	P
Residential, Loft	P
Single Family Detached	P
Bus Terminals	C

P = Permitted Use
C = Permitted Conditional Use. Conditional Use Permit required. See Peoria Zoning Ordinance Article 14-39-10.
A = Permitted Accessory Use
- = Not Permitted
= Subject to special limitations per Section 14-9-5 of the Peoria Zoning Ordinance, if permitted or conditional use.
* = No industrial or manufacturing uses will be allowed within Lake Pleasant Heights, except as indicated in the above table.
** = Outdoor sales of nursery stock, lawn furniture and home garden supplies when developed as an integral part of the planned complex and screened from view from any street.

Mixed Use Development Standards

The Lake Pleasant Heights Planned Community shall recognize the development standards provided within Table 10, Mixed Use Development Standards. These standards are intended to supersede the standards provided by Article 14-5 or Article 14-9, as authorized by Section 14-36-2D of the Peoria Zoning code. The Lake Pleasant Heights Mixed Use development standards are intended to provide standards for floor area, density, setbacks, building heights, land use composition and block length.

Table 10: Mixed Use Development Standards

Maximum Intensity (floor area ratio)	Commercial 1.0 Office 1.7 Mixed Use 1.5
Maximum Density	50 du/ac
Minimum Building Setback(1) (from any arterial street)	15 feet
Minimum Side Yard Setback (1) (defined from perimeter of designated combined commercial area under same ownership or platted on same map – not individual development parcels or buildings)	20 feet adjacent to non-residential use and multi-family (including attached housing) uses; 30 feet adjacent to traditional single family residential uses.
Minimum Rear Yard Setback (1) (defined from perimeter of designated combined commercial area under same ownership or platted on same map – not individual development parcels or buildings)	25 feet adjacent to non-residential use and multi-family (including attached housing) uses; 50 feet adjacent to traditional single family residential uses.
Maximum Building Height(2) (defined from perimeter of designated combined commercial area under same ownership or platted on same map – not individual development parcels or buildings)	Maximum height of 4 stories or 48 feet
Composition (3)	Residential: 10% min. - 80% max. Office/Medical: 10% min. - 80% max. Retail: 10% min. – 80% max. Hotel/Lodging: 0% min. – 20% max. Public/Quasi-Public: 0% min. – 30% max.
Block Length	Minimum: 200' Maximum (exterior blocks): 1,320' – all other blocks: 700'

(1) Retail window, showcase, and architectural enhancements may extend two (2) feet within the building setback. Porches and stoops may encroach into the building setback up to a maximum distance of six (6) feet. Architectural arcades may penetrate the adjacent roadway right of way, but shall not break the imaginary vertical plane measured at two (2) feet from the back of curb.

(2) Building heights may be exceeded to fulfill the provisions of architectural embellishments and mechanical/electrical equipment.

(3) Target percentages are based on Mixed Use areas within each planning unit. Developer to submit an annual report to City, identifying quantities of each use type constructed to date. A table or summary of existing and proposed uses within each development parcel, and/or mixed use center will be required to be provided to the City as new development parcels are developed and existing uses are redeveloped.

5.3 General Development Standards - All Uses

1. Landscape Standards

The landscape standards for the Lake Pleasant Heights Planned Community District shall be as established in Article 14-35 - Landscape Requirements of the Peoria Zoning Ordinance unless otherwise noted herein.

2. Parking Standards

The parking standards for the Lake Pleasant Heights Planned Community District shall be as established in Article 14-23 of the Peoria Zoning Ordinance unless otherwise noted herein.

3. Walls and Fences

The wall and fence standards for the Lake Pleasant Heights Planned Community District shall be as established in Section 14-3-5 of the Peoria Zoning Ordinance unless otherwise noted herein (see Section 4.9, 14-22A-9 of the Hillside Development Overlay District**).**

4. Sign Standards

The sign standards for the Lake Pleasant Heights Planned Community District shall be as established in Article 14-34 of the Peoria Zoning Ordinance unless otherwise noted herein.

5. Design Review

All development within the Lake Pleasant Heights Planned Community District shall conform to the requirements of the City of Peoria Design Review Manual in effect as of the Lake Pleasant Heights PCD approval unless otherwise noted herein.

6. Desert Lands Conservation Overlay (Article 14-22B)

The Lake Pleasant Heights Planned Community District will adhere to the Desert Lands Conservation Overlay (Article 14-22B) as adapted specifically for Lake Pleasant Heights and can be found in Appendix E. Also, see Figure 14, Master Conservation Plan.

7. Hillside Development Overlay (HDO) District (Article 14-22A)

The Lake Pleasant Heights Planned Community District will be consistent with the Hillside Development Overlay (Article 14-22A) as adapted specifically for Lake Pleasant Heights and can be found in Appendix G.

5.4 Examples of Residential and Mixed-Use Building Types

A variety of building types are proposed in Lake Pleasant Heights that will appeal to a broad spectrum of the market. This will create diversity both in terms of providing opportunities for various income levels but also providing aesthetic diversity in the physical environment. The following are examples of some building types to give a general range of images for Lake Pleasant Heights. These are examples only and are not intended to be specific designs or regulations.

1. Estate Residential (0-2 DU/AC)

The Estate density homes are typically single family detached homes on approximately half acre to one acre lots. These are generally the higher end homes in the Lake Pleasant Heights community. Typically these homes include garages for two to four cars.




2. Low Residential (2-5 DU/AC)

The Low density category includes single family detached homes typically on approximately 5,000 s.f. to 15,000 s.f. lots. Typically these homes include two to three car garages.




3. Medium Residential (5-8 DU/AC)

The Medium density category is typically for single family detached small lot products and single family attached or townhomes. Single family detached small lot products are designed in many different site plan configurations. In addition to conventional plotting, they include:

a. Alley Loaded Single Family Detached

Alley loaded single family detached units have the front access and guest parking on a local street with garage access from an alley located to the rear of the house.



b. Single Family Detached Cluster

Single Family Detached Cluster products are plotted around or on either side of an auto court or private drive. The clusters typically are grouped with four, six or eight units (four-pack, six-pack, and eight-pack). Garages are typically located on the auto court thereby allowing the connecting local street to be mostly free of garage doors where guest parking is located.



c. Single Family Attached or Townhomes

Townhomes can typically occur in either the Medium or Medium High category. They are attached side by side, but typically are one or two stories with no other dwelling unit above or below the townhome. Garages can be located on the same side as the front door or on an alley similar to single family detached alley loaded products.



4. Medium High Residential (8-15 DU/AC)

Medium High Residential products may also include small lot detached and townhome product types. In addition, at up to 15 DU/AC densities, they may include stacked flats or condominium units where a unit is located above another unit. In some cases there may be buildings that include both stacked flats and townhomes arranged in the same building. Typically garages are both attached and detached from the main building.



5. Mixed Use (15+ DU/AC)

Mixed-Use product types can include a variety of residential, commercial or institutional building types. Combining residential and non-residential uses can be combined vertically such as residential over retail or horizontally such as residential adjacent to retail or non-residential uses. The images below are only limited samples. Freestanding multi-family residential buildings are also allowed.




Bank of America
PREMIUM


JUICE IT UP!

5.5 Definitions

The terms used within this PCD are defined below. These definitions are intended to provide regulatory guidance in the implementation of the Lake Pleasant Heights Master Development Plan and other documents contained within this PCD. In the event a term is not specifically defined within this document, the definition contained within the Peoria Zoning Ordinance shall apply.

Term	Definition
Applicants:	IOTA Purple, LLC; Noranda Properties/Group Three Properties; Arizona State Land Department
Density:	The number of residential dwelling units on a given piece of land divided by the total gross acreage of that piece of land.
Development Unit:	A sub-area defined by alphabetical reference on the PCD Development Plan and containing multiple development parcels.
Development Parcel:	A sub-area of each development unit referenced by letter (development unit) and number (development parcel). As shown on the Proposed General Development Plan-Figure 15, The final zoning classification will be established at the time of site plan or preliminary plat of that development parcel.
Floor Area Ratio: (Intensity)	The gross floor area of all commercial buildings on a parcel divided by the gross area of the subdivided parcel.
Gross Area, Development Parcel:	The area of a development parcel, including all planned or dedicated streets, alleys, private access ways, roadways, open space, and/or alley easements. Parcel boundaries shall extend to the center of adjacent streets or rights-of- way or other dedicated public space.
Housing, Living Component:	All components of a house not affiliated with the storage of automobiles or non- air-conditioned enclosures.
Housing, Multifamily:	A building or group of buildings serving as attached living units typically for lease (apartments) but may be provided for sale (condominium or timeshare). This term is intended to apply to the combination of residential units.
Housing, Single Family Detached:	A building containing only one dwelling unit entirely separated from buildings on adjoining lots or building sites.
Housing, Single Family Attached:	A building containing multiple dwelling units, each of which has primary ground floor access to the outside, and which are attached to each other by party walls without openings in compliance with building codes. The term is intended to apply to town homes.
Mini-Storage:	Buildings composed of contiguous individual rooms which are rented to the public for the storage of personal property and which have independent access and locks under control of the tenant.
Native Plant, Protected:	Protected cacti which are four (4) feet or greater in height and trees which are four (4) inches or greater in caliper as defined by the Arizona Department of Agriculture.
Natural Open Space:	**See** Section 14-22A-16 Definitions
Net Area, Development Parcel:	The area of a development parcel, excluding all planned or dedicated streets, alleys, private access ways, roadway and/or alley easements and intended desert preserve areas generally above the 25% slope line.
Open Space:	Space which can be enjoyed by people and / or areas of preserved natural desert. This could include landscaped plazas, active or passive turf areas, fountains areas, sitting areas, recreational amenity areas landscaped tract areas adjacent to arterial and collector streets and similar areas devoted to landscape preservation and enhancement. Open Space does not include parking areas, vacant or undeveloped lots or any other space which does not contribute to the quality of the environment.
Ownership Area	Refers to specific Development units as follows: Iota Purple = Development Units A and B; Noranda/Group Three = Development Unit C; Arizona State Land Department = Development Units D, E and F.
Parcel Envelope	The authorized gradable area on an individual parcel.
Sensitive Lands Preservation:	See Natural Open Space definition above.

Term	Definition
Slope:	The vertical rise in feet measured over a horizontal distance expressed as a percentage. Slope shall be calculated utilizing the methodology expressed in Section 4 and as otherwise established in accordance with the City of Peoria Zoning Ordinance Article 14-22A.
Slope Units	A calculation that provides the projected net units permitted within each defined slope category through the application of slope category area, multiplied by the hillside density provisions of this PCD.
View Fence:	The provision of non-solid fencing (such as wrought iron or tubular steel fencing) for the purpose of allowing visual surveillance on public or semi-public space.
View Preservation:	Consideration given to the location of structures on the site to maximize the view for the surrounding property and existing or anticipated development.

6. Development Schedule

6.1 Purpose and Intent

This section contains the development schedule necessary to implement the private lands within Lake Pleasant Heights Planned Community District and to comply with provisions of the Planned Community District as provided by Section 14-36-3C of the Peoria Zoning Ordinance. The development schedule for the State Trust land will be determined at a later date by the State Land Department or the purchaser of the State Trust land(s).

6.2 Project Timeline

It is anticipated that Lake Pleasant Heights will have an approximate build out of eleven (11) years, depending on market conditions. Due to the timeframe for the build out of the community, all development and related infrastructure will be built in phases. Development is expected to begin in the southern portion of the site on private land and move north, ending with the State Trust land(s) (Sections 2 and 36).

6.3 Project Phasing

Lake Pleasant Heights is anticipated to be developed in three basic phases and six sub-phases as dictated by demand. The three basic phases generally reflect major infrastructure improvements with smaller development phases within these basic phases. These phases will include residential, mixed use and community facilities. The development areas for each of these phases are exhibited in Figure 19, Development Phasing Plan. The extension of infrastructure will occur in tandem with the phasing of development in accordance with descriptions as shown in Figure 20, Wastewater, Water & Roadway Infrastructure (By Phase). Current development schedules are anticipated as follows:

Phase 1A-	2015 through 2019	≈ 1952 Units Absorbed
Phase 2A -	2019 through 2020	≈ 965 Units Absorbed
Phase 2B-	2020 through 2021	≈ 541 Units Absorbed
Phase 2C-	2022 through 2024	≈ 1334 Units Absorbed
Phase 3A-	2024 through 2024	≈ 50 Units Absorbed
Phase 3B-	2024 through 2027	≈ 1719 Units Absorbed

Adherence to the proposed development schedule is reliant on future market conditions.

The proposed schedule demonstrates general development phasing intent and is not intended to specifically bind the Developer. The Developer may develop in an area outside of the boundaries of a phase shown on the phasing plan, so long as the completion of the appropriate infrastructure is developed concurrently. Such development shall commence in accordance with applicable code and ordinances. Infrastructure plans will be updated subsequent to changes in the phasing plan. Such revisions may be approved administratively and do not constitute a Minor Amendment to the PCD.

6.4 Off-Site Roadway Phasing

The following offsite roadways will be constructed based on approved Final Plat lot counts and revised traffic impact studies, as prepared from phase to phase, within Lake Pleasant Heights:

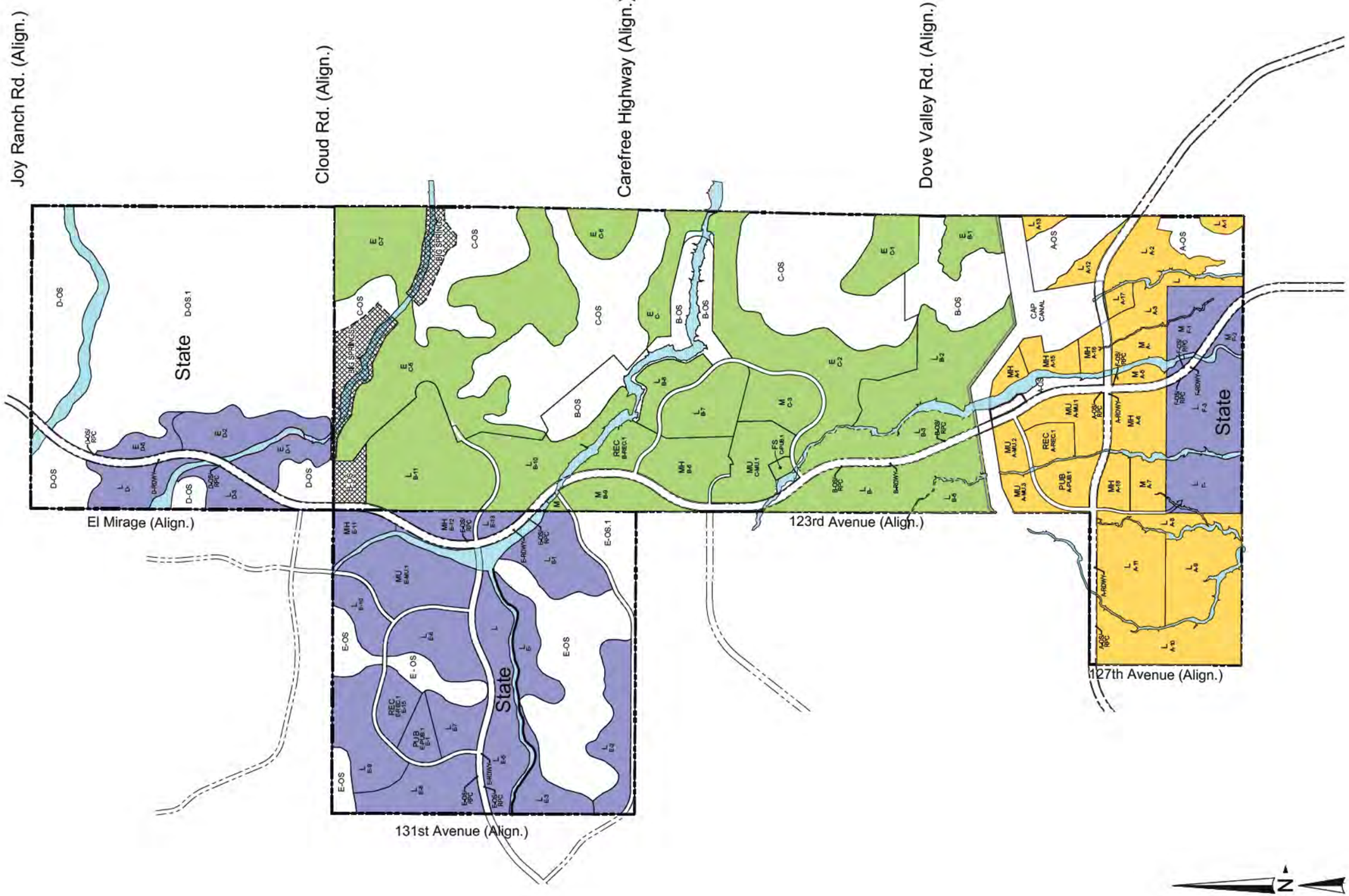
- To commence construction of the first 1,300 homes, El Mirage Road (130' of roadway right-of-way with a roadway section consisting of two lanes northbound, a median, and two lanes southbound and inclusive of bike lanes) shall be constructed from Lone

Mountain Road to the southern section line of Section 13, T5N, R1W (southern property line of Lake Pleasant Heights PCD).

- In support of the construction of the first 460 homes, construct the roadway segments for El Mirage Road between the southern boundary of Lake Pleasant Heights and the Central Arizona Project Canal. Further, construct segments of Westland Boulevard as necessary to support final plats adjacent to this roadway.
- As an alternative, or as additional improvements to those noted above, explore the extension of Vistancia Boulevard from the west to connect El Mirage Road to the then terminus of arterial roadway improvements as supported through the City of Peoria, the Master Developer of Vistancia and by a traffic impact analysis that would demonstrate access and circulation improvements and acceptable levels of service.
- Note: The updated Category III Traffic Impact Analysis should set the identified roadway phasing from this point forward.

Figure 19

Development Phasing Plan



Legend

- Phase 1 (Private)
- Phase 2 (Private)
- Phase 3 (State)
- L A-9 — Development Parcel

Lake Pleasant Heights

Planned Community District

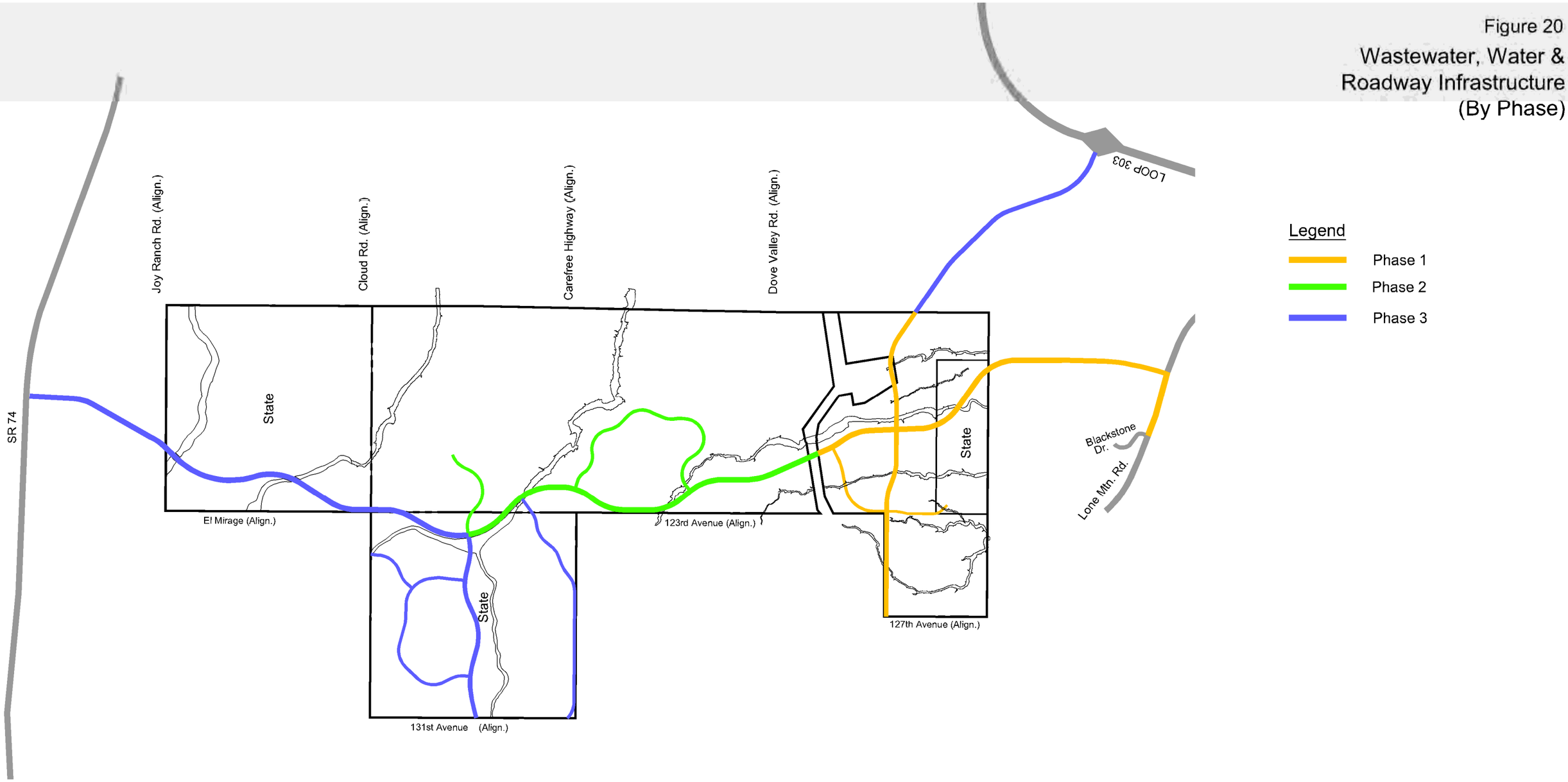
PEORIA, ARIZONA

VA CONSULTING

DATE: 10/8/15

Figure 20

Wastewater, Water & Roadway Infrastructure (By Phase)



Lake Pleasant Heights
Planned Community District
PEORIA, ARIZONA

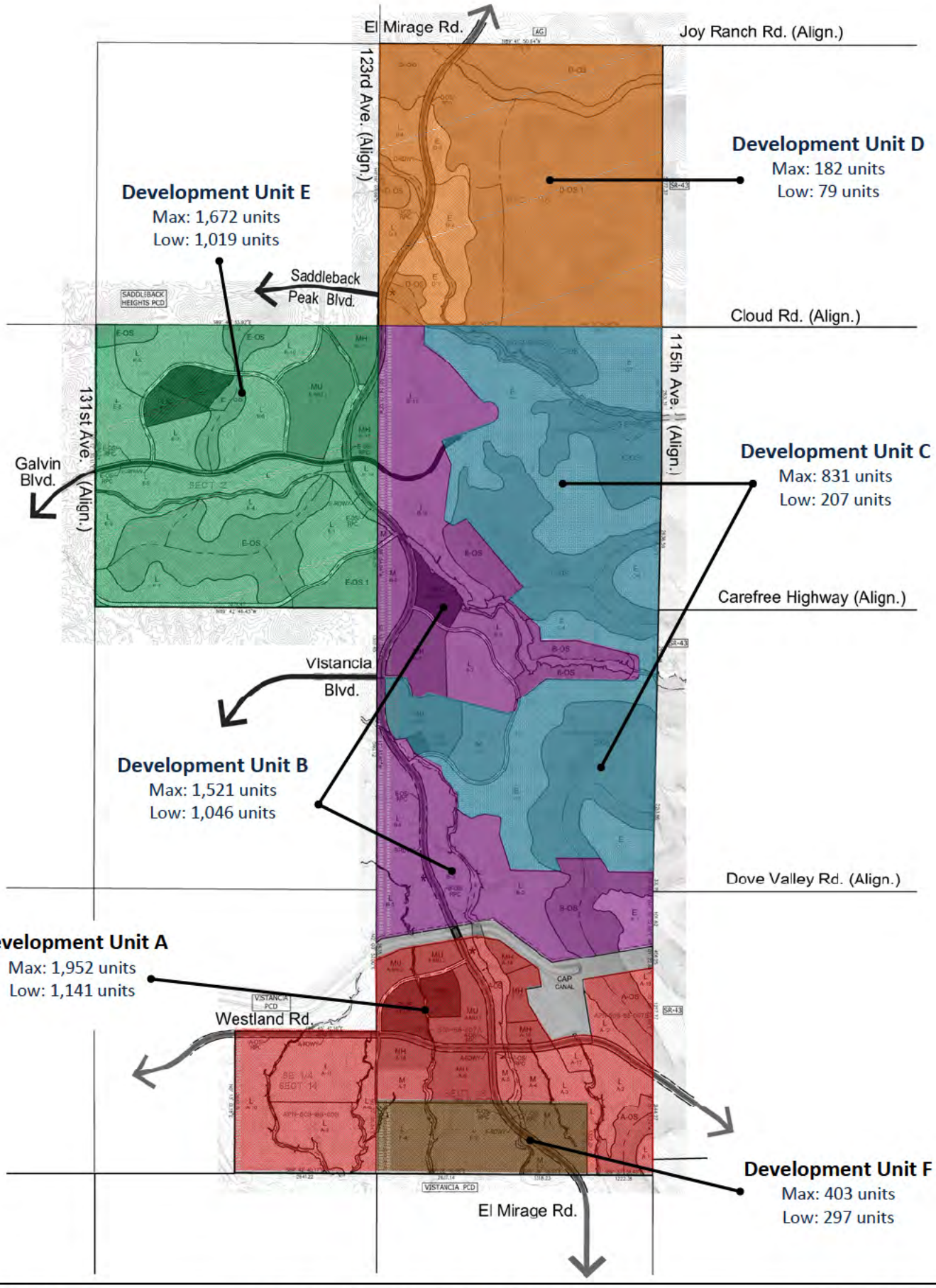
CONSULTING

DATE: 9/10/15

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APPENDICES

Exhibit G
Development Unit Map



Z03-05A.1 **Development Unit Map** **Exhibit G**

Exhibit H
Agreement with PUSD

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20140833966 12/19/2014 09:03
ELECTRONIC RECORDING

L_Pleasant_Heights-25-1-1--
Yorkm

When recorded mail to:

Name:_____

Address:_____

_____

City/State/Zip:_____

_____ this area reserved for county recorder

CAPTION HEADING:

Developer Assistance Agreement

DO NOT REMOVE

This is part of the official document.

LANDOWNER ASSISTANCE AGREEMENT

This Agreement is entered into on December, 2014, between the following parties:

PEORIA UNIFIED SCHOOL DISTRICT NO. 11
(hereafter, "**District**")
6330 West Thunderbird Road
Glendale, Arizona 85306

and

IOTA PURPLE, LLC, an Arizona limited liability company.
(hereafter, "**Landowner**")
4675 MacArthur Ct.
Newport Beach, CA 92660

Landowner and District are sometimes herein collectively referred to as the "**Parties**," or individually as a "**Party**."

I. RECITALS

A. The purpose of this Agreement is to provide District students with greater opportunities to learn based on enhanced resources provided by the Landowner and to foster and improve communication and cooperation between District and Landowner in connection with the future development of the residential community to be known as "Lake Pleasant Heights" and the public schools that serve that community.

B. Landowner owns certain real property in the City of Peoria, Arizona (the "**City**") as more particularly described in ***Exhibit "B"*** attached hereto (the "**Project**"), which is within the Planned Community Development ("**PCD**") commonly known as "Lake Pleasant Heights". Landowner is the current owner of the Project, but is not a developer. The development and construction of the Project will be performed by one or more third-party developers, and Landowner contemplates that it will transfer its interest in the Project and this Agreement to one or more such third parties following the date of this Agreement.

C. The District desires to acquire a portion of the Project (the "**School Site**") to construct thereon a public elementary and/or middle school to accommodate the increasing number of students within the District anticipated upon development of Lake Pleasant Heights and other properties in the vicinity, and the Landowner desires to donate the School Site to the District for the purpose of the construction and operation of such public elementary and/or middle school, or in the alternative, to pay School Development Fees (as hereinafter described) to the District, all subject to the terms and conditions of this Agreement.

II. COVENANTS

A. District's Obligations: District will provide a statement to the City upon Landowner's request and will work collaboratively with Landowner to accomplish the Parties' mutual objective of providing high quality educational opportunities for the children of "Lake Pleasant Heights" and of the District.

B. Landowner's Obligations to District: Landowner agrees to contribute to the District at Landowner's election, either the School Site or the School Development Fees, as outlined and set forth and as otherwise described in ***Exhibit "A"*** attached hereto. Under no circumstance shall this Agreement have any legal effect without the District Governing Board approving the contents of ***Exhibit "A"***. The District is under no obligation to present any Agreement to its Governing Board absent a fully-executed, written ***Exhibit "A"*** attached hereto signed by either the Manager of the Landowner or another officer which has legal standing under Arizona law to bind the Landowner, its officers, agents, principals, and shareholders, successors, and assigns.

C. Default: Landowner acknowledges that the District intends to rely upon this Agreement in formulating its plans for growth and in other regards, and that such reliance is reasonable. In the event of any default under this Agreement, the non-defaulting Party shall have all rights and remedies provided at law or in equity, including without limitation specific performance and injunctive relief, and all such rights and remedies shall be cumulative. Landowner acknowledges the sufficiency of consideration for this Agreement and irrevocably waives lack of consideration as a defense to the enforcement of this Agreement.

III. TERM

This Agreement shall begin immediately upon signature by both Parties and, except as provided herein, shall terminate (a) upon the contribution of fee simple title to the School Site to the District, if Landowner, or its successor or assign, has elected to contribute the School Site to the District, or (b) upon close of escrow of the last remaining house or lot within the Project if Landowner has elected to contribute the School Development Fees to the District as set forth in ***Exhibit "A"***, or as otherwise terminated sooner by the Parties in writing.

IV. MISCELLANEOUS

A. Successors and Assigns:

1. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors in interest, assigns, and legal representatives of each party with respect to all

provisions of this Agreement and shall be deemed to run with the land. Landowner shall have the right to assign, transfer, or convey its interest in this Agreement to any purchaser or transferee of the Project or any portion thereof. The District shall not, however, have the right to assign, transfer or convey its interest in this Agreement without the prior written consent of the Landowner.

2. Both Parties fully represent that their signatures hereto fully bind themselves, their partners, corporations, parent corporations, owners, successors, assigns, legal representatives and all others to whom the benefits of this Agreement inure. The signators hereto represent and affirm that they have the appropriate authority by and which to bind the above.

3. The provisions, conditions, obligations and covenants stated in this Agreement and the attached ***Exhibit "A"*** shall be covenants running with the land.

B. Sudan and Iran: Landowner represents and warrants that it does not do any business with or in Sudan or Iran, and warrants that the provisions of Title 35, Ch. 2, Articles 7 and 9 of the Arizona Revised Statutes, are not invoked in any way by this Agreement.

C. Extent of Agreement: The Agreement supersedes and replaces any oral or written agreement not incorporated herein, relating to the subject matter hereof entered into by the Parties prior to the date of this Agreement. This Agreement contains and sets forth the entire Agreement between the Parties. No modifications, deletions or additions to this Agreement will be binding unless in writing and signed by both Parties except as herein otherwise provided. The waiver of any breach of this Agreement by any Party hereto shall not constitute the same continuing waiver or waiver of any subsequent breach either of the same or of another provision of the Agreement. All promises, covenants and provisions contained in this Agreement are severable, and in the event that such covenant, promise or provision is held or adjudicated invalid by a court of competent jurisdiction, the remainder of this Agreement shall be of operative and binding effect.

D. Indemnification: District and Landowner shall be responsible for their own acts and omissions. To the extent permissible by Arizona law, and the extent not covered by insurance, each Party agrees to defend, indemnify and save harmless the other and its Permittees (and when the indemnified Party is the District, its elected officials, boards, commissions, employees, students, and volunteers) from, for and against all suits, including attorneys' fees and costs of litigation, actions, loss, damage, expense, costs or claims, of any character or any nature arising out of or in connection with the acts or omissions of the indemnifying Party, its Permittees and/or any of its subcontractors in the course of performance or non-

performance of any work incident to this Agreement. No Party shall be deemed the agent of another Party. The terms and provisions of this paragraph shall survive the termination or cancellation of this Agreement and the closing of the conveyance of the School Site to the District, if applicable.

E. Applicable Law: This Agreement, and the rights and duties hereunder, shall be interpreted in accordance with the internal laws of the State of Arizona without regard to conflicts of laws principles. The situs of all litigation shall be exclusively the Arizona Superior Court in and for Maricopa County unless mutually determined otherwise in writing. By signing this Agreement, the parties acknowledge that this exclusive means of adjudication is entered into under the free will of both Parties and in consideration of this Agreement.

F. No Partnership and Third Parties: It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between District and the Landowner. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

G. Attorneys' Fees: In the event any of the Parties to this Agreement take legal action or other steps to enforce the terms of this Agreement, the prevailing Party or Parties shall be entitled to recover their expenditures, including by not limited to, reasonable attorneys' fees, costs of tests, inspections and reports by experts, costs of exhibit preparation, expert witness fees and court costs from the Party or Parties at fault.

DATED AND SIGNED BY:

THE PEORIA UNIFIED SCHOOL DISTRICT NO. 11

_____ 12-16-14

Its President Date
On behalf of the District Governing Board

Hal Borhauer
Please print name

LANDOWNER:

IOTA PURPLE, LLC, an Arizona limited liability company

[redacted]

Its Managing Member Date
On behalf of Landowner

R. Patterson Jackson
Please print name

EXHIBIT "A"
TO LANDOWNER ASSISTANT AGREEMENT

Landowner's Contribution To Be Made To The District

Project Name: "Lake Pleasant Heights"

Project Location: Northwest of the 115th Avenue and Lone Mountain Road alignments within the City of Peoria, Arizona (as described in ***Exhibit "B"***).

Description of Contribution:

A. Landowner hereby agrees to contribute to District either (a) that 15-acre school site (net size) (the "**School Site**") within "Lake Pleasant Heights," located south of the Central Arizona Project Canal on the parcel designated as 'A-PUB 1' (on the Specific Area Plan/Land Use Plan updated on November 2nd, 2012 having received City of Peoria approval on December 4th, 2012), which is generally located northwest of the northwest corner of Westland Road and El Mirage Road (two proposed arterial roadways); in no case shall the School Site be immediately adjacent to Westland Road and El Mirage Road (two proposed arterial roadways), or (b) School Development Fees in the amounts and as and when hereinafter set forth.

B. The Landowner shall make the election to ether contribute the School Site or the School Development Fees and provide written notice of such election to the District no later than one-year from the date of recordation of any final plat(s) for Parcels located south of the Central Arizona Project Canal in "Lake Pleasant Heights" (on the Specific Area Plan/Land Use Plan updated on November 2nd, 2012 having received City of Peoria approval on December 4th, 2012).

C. If the Landowner elects to contribute the School Site to the District, then promptly after the Landowner has made such election, the District shall make application to the Arizona School Facilities Board for approval of the donation of such School Site and the development of an elementary or middle school on the School Site. The Landowner agrees to reasonably cooperate with the District to provide any information reasonably requested by the Arizona School Facilities Board in the possession of the Landowner regarding such School Site. If the Arizona School Facilities Board has approved the donation pursuant to A.R.S. § 43-1181(I) then within thirty (30) days thereafter, the Landowner shall contribute fee simple title to the School Site to the District pursuant to a special warranty deed in a mutually acceptable form similar to that attached hereto as ***Attachment "A-1"*** (the "**Deed**"). The Deed shall contain certain covenants running with the land and certain deed restrictions as required pursuant to A.R.S. § 43-1181 and may, at the option of Landowner, contain a right of reverter if the School Site is ever used for a purpose other than a public school. The Landowner may elect to have the donation of the School Site satisfy the requirements of A.R.S. § 43-1181, which provides for a state income tax credit based on the fair market value of the School Site and to qualify as a charitable contribution pursuant to Section 170 of the Internal Revenue Code.

D. Prior to or in conjunction with the development of the School Site, the Landowner shall cause the following infrastructure improvements to be constructed; provided, however, that in no event shall such improvements be required to be constructed or installed prior to the time that any developer of the portion of the Project adjacent to the School Site requires such infrastructure improvements in connection with the development of such portions of the Project:

I. Adjacent roadways (collector and/or local roadway) shall be developed in accordance with City of Peoria requirements;

II. Utilities (water, sewer and electricity) shall be extended to the School Site;

III. Fire hydrants shall be in-place and operational adjacent to the School Site, as approved by the appropriate fire protection agency serving the site; and

IV. Any necessary revisions to the applicable flood plain maps, and/or necessary site improvements, shall be completed such that no portion of the School Site is located within any designated flood plain.

E. School Development Fees. If Landowner has provided notice to the District that it has elected to pay School Development Fees in lieu of contributing the School Site to the District, then the following provisions shall be applicable to the calculation and payment of such School Development Fees:

I. Amount of School Development Fees. Landowner, for itself and its successors-in-ownership and assigns, including, without limitation, any affiliate of Landowner and any homebuilders initially constructing dwelling units in the Project, shall pay to the District the following amount for each dwelling unit so constructed in the Project (the "**School Development Fees**"):

Single-Family Detached Home	$1,000.00
Single-Family Attached Home	$750.00
Apartment Unit	$400.00

II. Timing of Payment. Each School Development Fee payment shall be made no later than ninety (90) days after the building permit for construction of the particular dwelling unit is issued by the City. No School Development Fee shall be payable in connection with any reconstruction or subsequent construction of a dwelling unit on a particular portion of the Project after the foregoing fee has been initially paid.

III. Reimbursement of Future Development Fees. Notwithstanding anything contained herein to the contrary, if at any time in the future, any development fee, impact fee or similar charge is assessed against the Project by any federal, state, county, municipal or other governmental authority with jurisdiction over the Project (other than secondary real estate taxes, general obligation bonds and school district override elections) for the acquisition, development, construction, improvement and operation of public school facilities within the District, the District shall reimburse the person or persons who have paid School Development Fees to the District for any and all such fees received by the District.

F. The Second Site. It is the understanding of the Parties that the District expects to receive a donation of a "**Second School Site**" from land currently owned by the Arizona State Land Department. The Second School Site will be located north of the Central Arizona Project Canal on the parcel designated as "E-14" (on the Specific Area Plan/Land Use Plan updated on November 2, 2012, having received City of Peoria approval on December 4, 2012), which is generally located northwest of the northwest corner of Galvin Blvd. and El Mirage Road (two proposed arterial roadways). A map of the Second School Site is attached as ***Attachment "A-2."*** Landowner shall have no responsibility in connection with the District's acquisition of the Second School Site.

ATTACHMENT "A-1"

FORM OF DEED

When recorded, return to:

Gammage & Burnham, P.L.C.
2 North Central, 15th Floor
Phoenix, Arizona 85004
ATTN: Jeffrey Miller

SPECIAL WARRANTY DEED
WITH REVERTER

THIS SPECIAL WARRANTY DEED is made as of the 16 day of December, 2014, by IOTA PURPLE, LLC, an Arizona limited liability company (hereinafter "**Grantor**"), for the benefit of PEORIA UNIFIED SCHOOL DISTRICT NO. 11, an Arizona nonprofit corporation (hereinafter, "**Grantee**").

W I T N E S S E T H:

THAT Grantor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it paid by Grantee, the receipt of which is hereby acknowledged, does by these present, sell and convey unto the said Grantee, its successors and assigns, the lots, tracts or parcels of land lying, being and situated in the County of Maricopa, State of Arizona, and described on ***Exhibit "A"*** attached hereto and incorporated herein by reference together with the rights, privileges, appurtenances and immunities belonging or in any wise appertaining thereto (the "**Property**").

SUBJECT TO: current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, deed restrictions, if any, all easements, rights of way, covenants, conditions, restrictions, encroachments, liens, encumbrances, obligations and liabilities and other matters as may appear in the records of the Maricopa County Recorder and all other matters that can be determined by an inspection or a complete and accurate survey of the Property.

Notwithstanding any warranty which may otherwise be implied from the use of any word, phrase or clause herein, Grantor warrants title to the Property, subject to the matters referred to above, only against its own acts, but not the acts of any others.

Notwithstanding the foregoing, Grantor warrants title to the Property, subject to the matters referred to above, only against its own acts, but not the acts of any others.

FURTHER SUBJECT TO the following conditions and restrictions:

1. Landowner Assistance Agreement. This Special Warranty Deed With Reverter has been recorded as required by that Landowner Assistance Agreement by and between Grantor and Grantee dated as of December 16, 2014 and recorded on _____ as Instrument No. _____ in the Official Records

of Maricopa County, Arizona (the "Assistance Agreement"). All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to such terms in the Assistance Agreement.

2. Use Restriction. The use of the Property shall be limited and restricted to the operation of a public school.

3. Reverter. Subject to the provisions of Section 4 below, title to all or a portion of the Property shall revert to Grantor or the then-assignee of Grantor's rights hereunder in the event a public school is not constructed on the Property within _____ (__) years following the recordation of this Deed or if the Property is ever used for any purpose other than the operation of a public school (a "Reversion Triggering Event").

4. Procedure Upon Reversion Triggering Event. At Grantor's sole election, upon the occurrence of a Reversion Triggering Event, which election shall be made if at all in writing within 180 days following the occurrence of a Reversion Triggering Event, Grantor may send a written notice of violation (the "Violation Notice") to Grantee. If Grantee does not submit a written objection to such Violation Notice within thirty (30) days following receipt of such Violation Notice, then Grantor or the then-assignee of Grantor's rights hereunder may record a notice of exercise of reverter or other document as may be deemed necessary by Grantor or the then-assignee of Grantor's rights hereunder, and upon the recording of such instrument, title to the Property, or applicable portion thereof, shall vest in Grantor or the then-assignee of Grantor's rights hereunder subject to all matters then of record, except that Grantee shall satisfy all monetary obligations then of record within thirty (30) days after such recordation. Grantee shall execute any document reasonably required to give effect to this provision.

5. Covenants Running with Land. The foregoing conditions and restrictions shall be deemed covenants running with the land and binding upon Grantee and its successors and assigns.

6. Reverter Period. The reversion right herein shall automatically expire upon the date that is 21 years after the death of the last survivor of the now living descendants of United States President Barack Obama.

7. Successors and Assigns. Any assignee of Grantee's rights hereunder is hereby given notice of the terms hereof. By accepting any transfer of Grantee's rights hereunder, such assignee agrees to be bound by the terms of this Special Warranty Deed With Reverter as if executed and delivered by such assignee.

8. Miscellaneous. Any provision or provisions of this Special Warranty Deed later held to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and all of the remaining provisions hereof shall nevertheless remain in full force and effect, and such invalid, void or illegal provision shall be deemed to be severed from the terms of this Special Warranty Deed With Reverter.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year above written.

IOTA PURPLE, LLC, an Arizona limited liability company

By [redacted]
Printed Name R. Patterson Jackson
Authorized Signatory
Title

Accepted and Agreed to this 16 day of December, 2014

THE PEORIA UNIFIED SCHOOL DISTRICT NO. 11

By: [redacted]
Its: Board President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 20___, before me, the undersigned officer, personally appeared _____, who acknowledged her/himself to be _____ of IOTA PURPLE, LLC, an Arizona limited liability company:

_____ whom I know personally;
_____ whose identity was proven to me on the oath of _____, a credible witness by me duly sworn;
_____ whose identity I verified on the basis of her/his _____,

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

_____
Notary Public

SEE ATTACHMENT

Description of document this notarial certificate is being attached to:	
Type/Title	Special Warranty Deed
Date of Document	
Number of Pages	XX
Addt'l Signers *(other than those named in this notarial certificate)*	

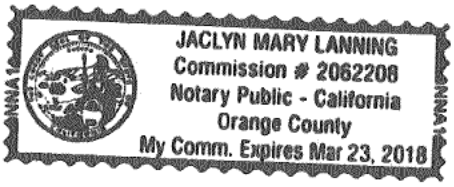
STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On December 2, 2014, before me, Jaclyn Mary Lanning, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [redacted] *(SEAL)*
lic



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 16th day of December, 2014, before me, the undersigned officer, personally appeared Hal Bertauer, who acknowledged her/himself to be Governing Board President of THE PEORIA UNIFIED SCHOOL DISTRICT NO. 11:

_____ whom I know personally;
_____ whose identity was proven to me on the oath of _____, a credible witness by me duly sworn;
X whose identity I verified on the basis of her/his Arizona Driver License,

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

[redacted]

KARLA LAMUNYON
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
November 26, 2018

Description of document this notarial certificate is being attached to:	
Type/Title	Special Warranty Deed
Date of Document	
Number of Pages	XX
Addt'l Signers *(other than those named in this notarial certificate)*	

EXHIBIT A TO

SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

ATTACHMENT "A-2"

MAP OF SECOND SCHOOL SITE

EXHIBIT "B"

TO LANDOWNER ASSISTANT AGREEMENT

Legal Description For IOTA Purple, LLC At Lake Pleasant Heights

PARCEL NO. 1:

A parcel of land consisting of all of Lots 4,8,10,11,12,13, and a portion of Lots 14 and 15, the southeast quarter of the northwest quarter, and the North half of the southwest quarter of Section 13; and the southeast quarter of Section 14, all in Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; more particularly described as follows:

Beginning at the South quarter corner of said Section 14, from which the southeast corner of said Section 14 bears South 89 degrees 42 minutes 40 seconds East at a distance of 2641.22 feet, forming the Basis of Bearing of this description;
thence along the North-South mid-section line of said Section 14, North 00 degrees 13 minutes 01
East a distance of 2643.59 feet to the center quarter comer of said Section 14;
thence along the East-West mid-section line of said Section 14, South 89 degrees 45 minutes 42 seconds East a distance of 2648.19 feet to the East quarter comer of said Section 14, also being the West quarter comer of said Section 13 and the southwest corner of said Lot 11;
thence along the West line of said Section 13 also being the West line of said Lot 11, North 00 degrees 03 minutes 52 seconds East a distance of 1316.90 feet to the northwest corner of said Lot 11, also being the western-most corner of said Lot 10 and the western-most corner of the southerly boundary of said Lot 16;
thence along the southerly boundary of said Lot 16, also being common to the boundaries of said Lots 10, 8, 12, 15, 14 and 13 respectively, traversing the following courses and distances:

North 49 degrees 03 minutes 50 seconds East, 32.55 feet, (North 48 degrees 51 minutes 06 seconds East, 32.54 feet record);
North 65 degrees 02 minutes 26 seconds East, 455.59 feet, (North 64 degrees 48 minutes 36 seconds East, 455.60 feet record);
North 80 degrees 58 minutes 47 seconds East, 1452.26 feet, (North 80 degrees 44 minutes 30 seconds East, 1452.26 feet record);
South 08 degrees 29 minutes 23 seconds East, 25.01 feet, (South 09 degrees 15 minutes 12 seconds East, 25.01 feet record);
North 81 degrees 33 minutes 54 seconds East, 90.15 feet, (North 80 degrees 44 minutes 48 seconds East, 90.16 feet record);
South 80 degrees 31 minutes 21 seconds East, 336.54 feet, (South 80 degrees 30 minutes 42 seconds East, 336.53 feet record);
South 53 degrees 40 minutes 34 seconds East, 912.19 feet, (South 53 degrees 53 minutes 54 seconds East, 912.19 feet record);
South 09 degrees 11 minutes 58 seconds East, 307.69 feet, (South 09 degrees 25 minutes 18 seconds East, 307.69 feet record);
South 80 degrees 36 minutes 12 seconds West, 300.04 feet, (South 80 degrees 34 minutes 42 seconds West, 300.04 feet record);

South 09 degrees 36 minutes 43 seconds East, 300.04 feet, (South 09 degrees 25 minutes 18 seconds East, 300.04 feet record);
South 31 degrees 46 minutes 00 seconds East, 974.81 feet, (South 32 degrees 18 minutes 42 seconds East, 977.00 feet record);
North 80 degrees 47 minutes 52 seconds East, 699.94 feet, (North 80 degrees 34 minutes 42 seconds East, 700.62 feet record);
North 09 degrees 12 minutes 02 seconds West, 1200.07 feet, (North 09 degrees 25 minutes 18 seconds West, 1200.08 feet record);
North 80 degrees 47 minutes 53 seconds East, 1333.32 feet, (North 80 degrees 35 minutes 00 seconds East, 1331.02 feet record), to a point on the East line of said Section 13 and the northeast
comer of said Lot 13;
thence leaving said southerly boundary of said Lot 16, along said East line of Section 13, also being the East line of said Lot 13, South 00 degrees 01 minutes 23 seconds West a distance of 1217.77 feet to the East quarter corner of said Section 13, also being the southeast comer of said Lot 13 and the northeast comer of said Lot 14;
thence continuing along the East line of said Section 13, and the East line of said Lots 14 and 4 respectively, South 00 degrees 04 minutes 37 seconds West a distance of 2644.27 feet to the southeast comer of said Section 13 also being the southeast corner of said Lot 4;
thence along the South line of said Section 13, also being the South line of said Lot 4, North 89 degrees 37 minutes 59 seconds West a distance of 1222.38 feet to the southwest comer of said Lot 4;
thence along the West line of said Lot 4, North 00 degrees 11 minutes 36 seconds East a distance of 1322.20 feet to the northwest corner of said Lot 4, also being the southwest comer of said Lot 14 and the southeast comer of said Lot 15;
thence along the South line of said Lot 15 and thereafter the South line of said North half of the southwest quarter of Section 13, North 89 degrees 37 minutes 37 seconds West a distance of 3951.50 feet to the southwest corner of said North half of the southwest quarter of Section 13;
thence along the East line of said southeast quarter of Section 14, South 00 degrees 22 minutes 05 West a distance of 1322.96 feet to the southeast comer of said Section 14;
thence along the South line of said southeast quarter of Section 14, North 89 degrees 42 minutes 40 seconds West a distance of 2641.22 feet to the Point of Beginning.

Except therefrom the following described parcel:

That certain part of the southeast quarter of Section 13, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 13:
thence along the East line of said southeast quarter, North 00 degrees, 04 minutes, 37 seconds East a distance of 1927.03 feet to a point from which the East quarter comer of said Section 13 bears North 00 degrees 04 minutes 37 seconds East at a distance of 717 .24 feet;
thence leaving said East line, North 89 degrees 55 minutes 23 seconds West a distance of 1154.21 feet to the Point of Beginning, said point lying on a non-tangent curve, concave southeasterly, the radius point of which bears South 04 degrees 52 minutes 15 seconds West at a distance of 1275.00 feet;
thence southwesterly along the arc of said curve, through a central angle of 18 degrees 00 minutes 37 seconds a distance of 400.78 feet to the beginning of a non-tangent line;
thence along the said non-tangent line North 60 degrees 25 minutes 59 seconds West a distance of 32.89 feet to the beginning of a non-tangent curve, concave southwesterly, the

radius point of which bears South 72 degrees 07 minutes 40 seconds West at a distance of 1425.00 feet;
thence northwesterly along the arc of said curve, through a central angle of 13 degrees 53 minutes 40 seconds, a distance of 345.57 feet to the beginning of a tangent line;
thence along said tangent line, North 31 degrees 46 minutes 00 seconds West a distance of 147.11 feet to a point of intersection with Government Lot 16 of said Section 13;
thence along the southerly boundary of said Lot 16, North 80 degrees 47 minutes 52 seconds East a distance of 447.08 feet to a paint;
thence leaving said southerly boundary and traversing the following courses and distances:

South 31 degrees 05 minutes 42 seconds East, 145.34 feet;
South 28 degrees 29 minutes 43 seconds East, 100.28 feet;
South 21 degrees 59 minutes 19 seconds East, 223.83 feet;
South 00 degrees 36 minutes 15 seconds East, 76.78 feet to the Point of Beginning.

PARCEL NO. 2:
That portion of Sections 12 and 13, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the West quarter corner of said Section 12; thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a nontangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet; thence southeasterly along the arc of said curve, through a central angle of 45 degrees 49 minutes 36 seconds, a distance of 1189.74 feet to a point; thence leaving said curve on a non-tangent line, South 53 degrees 40 minutes 52 seconds East a distance of 881.88 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 32 degrees 11 minutes 40 seconds West at a distance of 2215.96 feet thence southeasterly along the arc of said curve, through a central angle of 42 degrees 41 minutes 32 seconds, a distance of 1651.15 feet to a point; thence on a non-tangent line, South 89 degrees 11 minutes 25 seconds East a distance of 2949.55 feet to a point on the East line of the southeast quarter of said Section 12 from which the East quarter corner of said Section 12 bears North 01 degrees 09 minutes 48 seconds East at a distance of 2253.86 feet; thence along said East line, South 01 degrees 09 minutes 48 seconds West a distance of 376.79 feel to the southeast comer of said Section 12, also being the northeast corner of said Section 13; thence along the East line of the northeast quarter of said Section 13, South 00 degrees 01 minutes 23 seconds West a distance of 1011.62 feet to the northerly boundary of Lot 16 of said Section 13; thence along said northerly boundary, traversing the following courses and distances:

South 80 degrees 46 minutes 50 seconds West, 1914.23 feet;
North 53 degrees 42 minutes 04 seconds West, 1355.11 feet;
South 80 degrees 56 minutes 20 seconds West, 357.13 feet;
South 09 degrees 03 minutes 22 seconds East, 25.01 feet;
South 80 degrees 56 minutes 20 seconds West, 1760.48 feet;
South 50 degrees 03 minutes 32 seconds West, 122.96 feet to the West line of the northwest quarter of said Section 13; thence along said West line, North 00 degrees 03 minutes 52 seconds East a distance of 987.48 feet to the northwest comer of said Section 13, also being the southwest comer of said Section 12; thence along the West line of the southwest quarter of

said Section 12, North 00 degrees 12 minutes 40 seconds East a distance of 2638.67 feet to the Point of Beginning.

PARCEL NO. 3:
That portion of Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 12; thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a nontangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet; thence southeasterly along the arc of said curve, through a central angle of 05 degrees 28 minutes 28 seconds, a distance of 142.13 feet to the Point of Beginning; thence leaving said curve and traversing the following courses and distances:

South 64 degrees 26 minutes 14 seconds East, 110.34 feet;
South 42 degrees 44 minutes 44 seconds East, 312.69 feet;
North 82 degrees 31 minutes 42 seconds East, 214.06 feet;
South 28 degrees 15 minutes 29 seconds East, 316.01 feet;
South 59 degrees 02 minutes 10 seconds East, 527.48 feet;
South 22 degrees 17 minutes 08 seconds East, 229.37 feet;
South 49 degrees 45 minutes 49 seconds East, 177.75 feet;
South 25 degrees 16 minutes 40 seconds East, 277.04 feet;
South 05 degrees 31 minutes 15 seconds West, 186.47 feet to a point lying on a non-tangent curve, concave southwesterly, the radius point of which bears South 39 degrees 07 minutes 06 seconds West at a distance of 2215.96 feet; thence northwesterly along the arc of said curve, through a central angle of 06 degrees 55 minutes 26 seconds, a distance of 267.79 feet, thence on a non-tangent line, North 53 degrees 40 minutes 52 seconds West a distance of 881.88 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 39 degrees 18 minutes 43 seconds East at a distance of 1487.50 feet; thence northwesterly along the arc of said curve, through a central angle of 40 degrees 21 minutes 07 seconds, a distance of 1047.61 feet to the Point of Beginning.

PARCEL NO. 4:
That portion of Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 12; thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a nontangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet; thence southeasterly along the arc of said curve, through a central angle of 05 degrees 28 minutes 28 seconds, a distance of 142.13 feet; thence leaving said curve and traversing the following courses and distances:

South 64 degrees 26 minutes 14 seconds East, 110.34 feet;
South 42 degrees 44 minutes 44 seconds East, 312.69 feet;

North 82 degrees 31 minutes 42 seconds East, 214.06 feet;
South 28 degrees 15 minutes 29 seconds East, 316.01 feet;
South 59 degrees 02 minutes 10 seconds East, 527.48 feet;
South 22 degrees 17 minutes 08 seconds East, 229.37 feet;
South 49 degrees 45 minutes 49 seconds East, 177.75 feet;
South 25 degrees 16 minutes 40 seconds East, 277.04 feet;
South 05 degrees 31 minutes 15 seconds West, 186.47 feet to a point lying on a non-tangent curve, concave southwesterly, the radius point of which bears South 39 degrees 07 minutes 06 seconds West at a distance of 2215.96 feet; thence southeasterly along the arc of said curve, through a central angle of 03 degrees 57 minutes 45 seconds, a distance of 153.25 feet to a point on the arc and the Point of Beginning;
thence leaving said curve and traversing the following courses and distances:

South 64 degrees 41 minutes 59 seconds East, 206.45 feet;

NOTE:
North 67 degrees 09 minutes 59 seconds East, 124.74 feet; POSSIBLE ARSENIC PITS ON ADJOINING PROPERTY. P.O.B. PARCEL

North 78 degrees 20 minutes 59 seconds East, 119.86 feet;
South 81 degrees 38 minutes 14 seconds East, 262.11 feet;
South 58 degrees 53 minutes 05 seconds East, 55.08 feet;
South 03 degrees 10 minutes 39 seconds East, 82.87 feet;
South 07 degrees 21 minutes 21 seconds West, 215.51 feet;
South 16 degrees 34 minutes 52 seconds East, 694.85 feet;
North 89 degrees 11 minutes 25 seconds West, 275.06 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 74 degrees 53 minutes 12 seconds West at a distance of 2215.96 feet;
thence northwesterly along the arc of said curve, through a central angle of 31 degrees 48 minutes 21 seconds, a distance of 1230.11 feet to the Point of Beginning.

PARCEL NO. 5:
That portion of Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West quarter comer of said Section 12;
thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet;
thence southeasterly along the arc of said curve, through a central angle of 45 degrees 49 minutes 36 seconds, a distance of 1189.74 feet to a point;
thence leaving said curve on a non-tangent line, South 53 degrees 40 minutes 52 seconds East a distance of 881.88 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 32 degrees 11 minutes 40 seconds West at a distance of 2215.96 feet;
thence southeasterly along the arc of said curve, through a central angle of 42 degrees 41 minutes 32 seconds, a distance of 1651.15 feet to a paint;
thence on a non-tangent line, South 89 degrees 11 minutes 25 seconds East a distance of

1225.55 feet to the Point of Beginning;
thence traversing the following courses and distances:

North 25 degrees 10 minutes 17 seconds West, 250.28 feet;
North 90 degrees 00 minutes 00 seconds East, 835.42 feet;
South 35 degrees 07 minutes 11 seconds East, 292.43 feet;
North 89 degrees 11 minutes 25 seconds West, 897.29 feet to the Point of Beginning.

PARCEL NO. 6
That portion of Sections 1 and 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the northwest comer of said Section 1, from which the North quarter corner of said Section 1 bears South 89 degrees 41 minutes 51 seconds East at a distance of 2638.53 feet;
thence along the North line of the northwest quarter of said Section 1, South 89 degrees 41 minutes 51 seconds East a distance of 859.15 feet;
thence leaving said North line and traversing the following courses and distances:

South 00 degrees 17 minutes 51 seconds West, 337.67 feet,
South 53 degrees 03 minutes 41 seconds East, 526.00 feet;
South 41 degrees 06 minutes 40 seconds East, 1050.15 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 24 degrees 01 minutes 45 seconds East at a distance of 197.84 feet;
thence northeasterly to southwesterly along the arc of said curve, through a central angle of 185 degrees 43 minutes 56 seconds, a distance of 641.34 feet to a point;
thence leaving said curve on a non-tangent line, South 69 degrees 33 minutes 15 seconds West, 995.15 feet;
thence traversing the following courses and distances:

South 23 degrees 54 minutes 39 seconds East, 454.54 feet,
South 07 degrees 46 minutes 58 seconds West, 1069.36 feet;
South 59 degrees 14 minutes 17 seconds East, 205.44 feet,
North 61 degrees 51 minutes 34 seconds East, 276.44 feet;
South 39 degrees 53 minutes 01 seconds East, 1660.72 feet;
South 49 degrees 05 minutes 18 seconds West, 350.30 feet;
South 47 degrees 48 minutes 44 seconds East, 779.62 feet,
South 03 degrees 12 minutes 09 seconds East, 242.96 feet,
North 89 degrees 25 minutes 06 seconds East, 676.11 feet;
South 76 degrees 29 minutes 43 seconds East, 890.34 feet to the beginning of a non-tangent curve, concave northwesterly, the radius point of which bears South 15 degrees 40 minutes 55 seconds West at a distance of 280.37 feet;
thence southeasterly to southwesterly along the arc of said curve, through a central angle of 153 degrees 12 minutes 20 seconds, a distance of 749.69 feet to a point;
thence leaving said curve on a non-tangent line, North 88 degrees 55 minutes 42 seconds West a distance of 1418.75 feet;
thence South 53 degrees 38 minutes 50 seconds West a distance of 671.61 feet to the beginning of a non-tangent curve, concave northwesterly, the radius point of which bears South 75 degrees 46 minutes 29 seconds West at a distance of 200.28 feet;
thence southeasterly to northwesterly along the arc of said curve, through a central angle of 122 degrees 17 minutes 37 seconds, a distance of 427.48 feet to a point;

thence leaving said curve on a non-tangent line, North 75 degrees 41 minutes 50 seconds West a distance of 1451.25 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 55 degrees 06 minutes 38 seconds West at a distance of 201.40 feet;
thence southwesterly to northwesterly along the arc of said curve, through a central angle of 126 degrees 41 minutes 11 seconds, a distance of 445.31 feet to a point;
thence leaving said curve on a non-tangent line, North 06 degrees 55 minutes 07 seconds West a distance of 250.52 feet;
thence South 89 degrees 11 minutes 58 seconds West a distance of 339.91 feet;
thence North 89 degrees 47 minutes 26 seconds West a distance of 224.67 feet to a point on the West line of the northwest quarter of said Section 12;
thence along said West line North 00 degrees 12 minutes 34 seconds East a distance of 1310.45 feet to the northwest corner of said Section 12, also being the southwest comer of said Section 1;
thence North 00 degrees 09 minutes 54 seconds East a distance of 2638.25 feet to the West quarter comer of said Section 1;
thence North 00 degrees 14 minutes 07 seconds East a distance of 2639.11 feet to the Point of Beginning;

NOTE: PARCELS 7 & 8 ARE NOT SURVEYED, AND ARE ONLY GRAPHICALLY REPRESENTED FOR INFORMATIONAL PURPOSES.

PARCEL NO.7:
An easement for access and utilities created in Document No. 98-223363 and supplemented in Document No. 99-214316, over the East 30 feet of the following Parcels A, Band C:
(A) The portion of Section 27, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the right of way of Arizona Highway 74;
(B) Section 34, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
(C) Section 3, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; And over the West 30 feet of the North 30 feet of
Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO.8:
An easement for access and utilities over the North 30 feet of Section 11, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and over the East 30 feet of the North 30 feet of Section 10, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO.9:
Permanent and non-exclusive easement for ingress, egress both vehicular and non-vehicular, roadway and related facilities as created by Easement Agreement recorded in Document No. 2005-1285971.

Exhibit 5
Letters of Opposition

From: [redacted]@aol.com>
Date: October 19, 2015 at 4:37:18 PM MST
To: <bridget.binsbacher@peoriaaz.gov>
Subject: From, Kris Hanson, Blackstone Resident, Lake Pleasant Heights

On Monday, October 19, 2015, goafterit [redacted]@aol.com> wrote:

To Mayor Carlat, Council Member Binsbacher
From, Kris Hanson, [redacted] N 127th Dr, Peoria Blackstone , [redacted]

Prior to moving to Blackstone two years ago, I lived in Westwing Mountain, and served the community as a member of the HOA board. During that time I had many opportunities to work with then Council member Carlat. I have now been appointed the the Blackstone community member advisory board. I have attended several meetings at which Council Member Binsbacher attended and have enjoyed talking with her.

Regarding the Lake Pleasant Heights Developement, and how it will interface with with Blackstone, there needs to be a large open space buffer between the two areas. This would be very beneficial for both communities. Abutting homes right against each other will degradate the appeal of Blackstone, which is one of the premier communities in the city of Peoria.

I would appreciate having you and any of your representatives meet me at the site to walk it and have an exchange of ideas regarding this need.

Thank-you, Kris Hanson, [redacted]

Lorie Dever

From: Chris Jacques
Sent: Monday, December 07, 2015 12:10 PM
To: Lorie Dever
Subject: FW: Lake Pleasant Heights Community

From: Don Luker [mailto[redacted]@gmail.com]
Sent: Monday, December 07, 2015 12:04 PM
To: Cathy Carlat; Briana Decker; bridger.binsbacher@peoriaaz.gov; Chris Jacques
Subject: Lake Pleasant Heights Community

I live in Blackstone, Vistancia, Peoria.

I am pleased to see that you are planning ahead for the development of Lake Pleasant Heights on land adjacent to my community.

As you develop these plans, and in order to help maintain the unique character of Blackstone, I would like you to consider the inclusion of two design features with regard to the SW sections of Lake Pleasant Heights, namely:

1. That there be a buffer of open space between Blackstone and Lake Pleasant Heights. Ideally this buffer would include the natural wash in the Southwest portion of the Lake Pleasant Heights development, but in any case be at a minimum a 100 yard wide strip of natural unimproved desert. And,

2. That any home to be built adjacent to Blackstone be restricted to one story in height.

Further I would like to be notified of all city meetings where the L P H plan is to be discussed.

Respectfully yours, Don Luker [redacted] Desert Mirage Dr., Peoria, AZ 85383-8201

Lorie Dever

From: Chris Jacques
Sent: Monday, December 07, 2015 12:10 PM
To: Lorie Dever
Subject: FW: Lake Pleasant Heights Planned Community District (LPH))

From: Robert L. Pugh [mailto:p[redacted]@gmail.com]
Sent: Sunday, December 06, 2015 4:59 PM
To: Briana Decker; bridger.binsbacher@peoriaaz.gov; Cathy Carlat; Chris Jacques
Subject: Lake Pleasant Heights Planned Community District (LPH))

Ladies and Gentlemen:

In January 2016, you will be considering a final plan for the proposed Lake Pleasant Heights Community. Since this is the beginning of the final planning process for this very large project, I would request that you take into consideration its close proximity to our existing community of Blackstone.

The character of our community is single family, one level homes. It is also a community with an abundance of open space. I hope that you will consider the close proximity of this project to our own and provide for an open space buffer between the two communities at the southwest corner of the LPH development. Also, I would appreciate your consideration of restricting the homes abutting our property to single family, one level homes. These two, relatively small considerations, will greatly ease the transition between these two (2) developments.

Thank you for your consideration.

Robert L. Pugh
[redacted]@gmail.com

[redacted]

[redacted] N. 127th Dr.
Peoria, AZ 85383-5043

Lorie Dever

From: Chris Jacques
Sent: Tuesday, December 08, 2015 6:47 PM
To: Tim Connors; Manjula M. Vaz; Alan Beaudoin
Cc: Lorie Dever
Subject: Fwd: Planned LPH concers

FYI

Sent from my iPhone

Begin forwarded message:

> **From:** Lindy Williams [redacted]@yahoo.com>
> **Date:** December 8, 2015 at 6:39:49 PM MST
> **To:** <cathy.carlat@peoriaaz.gov>, <briana.decker@peoriaaz.gov>, <bridger.binsbacher@peoriaaz.gov>, <chris.jacques@peoriaaz.gov>
> **Subject: Planned LPH concers**
>
> Peoria City Council members,
>
> I was cornered about some talk within our community and wanted to reach out to the appropriate people to express my concerns. My family and I live in Blackstone [redacted] N 128th Dr.). In order to maintain the unique character of the this community, we would like:
>
> -A buffer of open space between the two communities. This buffer should start at the natural wash in the Southwest portion of the Lake Pleasant Heights development.
>
> -That homes be restricted to one story in the vicinity of Blackstone.
>
> -That you notify us of all city meetings where the Lake Pleasant Heights plan is being discussed.
>
> Thank you for taking the time to hear us out and I look forward to hearing from you in the future.
> Thank you,
> Lindy Williams

Lorie Dever

From: Chris Jacques
Sent: Monday, January 04, 2016 9:04 PM
To: Lorie Dever
Subject: Fwd: Lake Pleasant Heights Planned Community District

Sent from my iPhone

Begin forwarded message:

From: Chris Kolakowski <[redacted]com>
Date: January 4, 2016 at 8:43:32 PM MST
To: "cathy.carlat@peoriaaz.gov" <cathy.carlat@peoriaaz.gov>
Cc: "briana.decker@peoriaaz.gov" <briana.decker@peoriaaz.gov>,
"bridger.binsbacher@peoriaaz.gov" <bridger.binsbacher@peoriaaz.gov>,
"chris.jacques@peoriaaz.gov" <chris.jacques@peoriaaz.gov>
Subject: Lake Pleasant Heights Planned Community District
Reply-To: Chris Kolakowski <[redacted]@yahoo.com>

Dear Mayor Carlat,
I am a resident of the Blackstone community and moved here because of the natural beauty that surrounds the area.
Recently, I become aware that there are plans to develop the property north of Blackstone into Lake Pleasant Heights Planned Community District with more than 6,500 homes with no space between the communities.

I would ask that to maintain the unique character of the Blackstone community, that a buffer of open space between the two communities be integrated into the plan. This buffer should start at the natural wash in the Southwest portion of the Lake Pleasant Heights development.
In addition, homes should be restricted to one story in the vicinity of Blackstone.

I would also like to be notified of all city meetings where the Lake Pleasant Heights plan is being discussed.

Thank you in advance for your consideration of my concerns.

Sincerely,
Christine Kolakowski

From: Patsy Williams
Sent: Saturday, January 9, 2016 6:23 PM
To: Bridget Binsbacher

Dear Council Member Bridget Binsbacher,

We live in Blackstone in the planned community of Vistancia. In order to maintain the unique character of this community, we would like a buffer of open space between the two communities. This buffer should start at the natural wash in the Southwest portion of the Lake Pleasant Heights development. We also request that homes be restricted to one story on the street that will directly neighbor Blackstone.

My husband and I have an idea for this to be a positive change for both parties. Since some/all of the saguaro cactus and other native desert vegetation will need to be moved, why not put some near the Blackstone property wall to give both sides a view. Also, as part of the buffer zone, LPH could put in a walking trail. This in turn would allow them to sell lots with a view fence vs. a block wall.

Please notify us of any city meetings where the LPH plan is being discussed.

Thank your time. We hope you take our positive solution for both parties under consideration.

Sincerely,
Brett & Patsy Williams
[redacted]

From: Lorie Dever
To: Lorie Dever
Cc: Adam Pruett; Chris Jacques
Bcc: [redacted]
Subject: Update on the Lake Pleasant Heights application
Date: Wednesday, March 09, 2016 3:49:42 PM

Good Afternoon,

My name is Lorie Dever, and I'm the assigned planner reviewing the Lake Pleasant Heights application on behalf of the City. In this email I would like to address concerns we've heard from some residents, as well as share the status of the Lake Pleasant Heights rezoning application. We have heard two areas of concerns from some residents within the Vistancia Blackstone community that can be generally described as: 1) A desire that the homes within the southwest portion of Lake Pleasant Heights be limited to single-story and 2) A buffer be required between the developments.

The primary task for planning staff during the rezoning process is to evaluate appropriateness of the proposed land uses in relation to the existing character of the community and to determine if there is an appropriate transition proposed between those uses if there is a difference in intensity/density. A common example illustrating what is meant by differing intensities is when a commercial store is being proposed next to an existing neighborhood; thus, concerns on how the commercial operations may impact the neighborhood. While that is the most common example, in this situation, there is no difference between the existing and proposed land uses. More specifically, the existing Blackstone community and proposed Lake Pleasant Heights community are both single family residential areas with the same allowable density. From a land use perspective, the communities are seen as identical so there is no inherent incompatibility between the uses that would necessitate or justify a buffer being required between the communities. Furthermore, there are no regulatory requirements that require an open space tract be provided between residential communities. Consequently, staff has no justification or basis for recommending or requiring that a buffer be required on Lake Pleasant Heights. While staff will not be asking that a buffer to be provided within Lake Pleasant Heights adjacent to Blackstone, we are cognizant and in agreement with the Blackstone residents request to limit building height within a portion of the Lake Pleasant Heights community as described below.

Like Vistancia, Lake Pleasant Heights is a master planned community that will be developed over time and thus actual architectural styles and lot configurations are not known right now. Those elements are typically determined by developers after further planning occurs, and reviewed by city staff during later on during the preliminary platting and design review processes. While it is an exception rather than common practice, staff has previously supported placing restrictions on building height be placed within portions of a proposed community as a means to ensure a similar character between new and existing subdivisions. Accordingly, staff has presented the Blackstone resident's concerns to the applicants for their consideration and they are in agreement with staff's recommendation to limit

structures adjacent to the Blackstone community as shown below:

Within Development Unit A, all structures on lots within two hundred fifty (250) feet of the eastern boundary of the Blackstone community within Vistancia (Parcels F-8a / F-8b) shall not exceed one-story in height. A note denoting the restriction shall be provided on the final plat.

We believe this proposed stipulation provides an appropriate transition between the communities, while maintaining the suitable flexibility with Lake Pleasant Heights for the developers to design a community that also responds to the market demands and natural environmental conditions. This stipulation will be presented to City Council if and when the case moves forward.

At this point in time, City staff and the Lake Pleasant Heights applicants continue to work on drafting the terms of an updated development agreement, which outline future operational requirements of the community. Once the updated terms are deemed acceptable to both the applicants and city staff, the draft development agreement and the rezoning case will be scheduled for City Council hearing. At that point in time, noticing will be sent out with the scheduled hearing date and time to all property owners and HOAs within a mile of the Lake Pleasant Heights project. Additionally, staff will email those residents who have asked to be updated as the project moves forward. At that hearing, both the draft updated development agreement and the rezoning case (with the building height stipulation shown) will be presented simultaneously to City Council for their consideration.

Please let me know if your contact information changes to ensure receiving future communications on this project.

Regards,
Lorie Dever

Lorie Dever | Senior Planner
City of Peoria | Planning and Community Development
9875 N. 85th Avenue Peoria, AZ 85345
P: 623-773-5168 | **F:** 623-773-7245 | lorie.dever@peoriaaz.gov
Office Hours: Monday through Thursday, 7am - 6pm

Lorie Dever

From: karen lander [redacted]]
Sent: Monday, March 28, 2016 2:10 PM
To: Lorie Dever
Subject: Lake Pleasant Heights Development

Lorie,
We are residents of Blackstone @ Vistancia.
Thank you for the update on your progress
with this project.
You may or may not have our contact information through our HOA representative.
We would like to be notified of developments and meeting times and dates.
We appreciate your consideration with our concerns at Blackstone.
Thank you, Tom & Karen Lander
[redacted]
[redacted] (Tom)

Sent from my Verizon Wireless 4G LTE smartphone

Lorie Dever

From: Kathleen Richards [redacted]
Sent: Wednesday, June 29, 2016 3:21 PM
To: Lorie Dever
Subject: Lake Pleasant Heights Development

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon Lorie,

I have been contacted by a fellow resident of the Blackstone Community, Kris Hanson, who gave me your name as a contact regarding the future development of Lake Pleasant Heights. It is my understanding there will be a upcoming council meeting and I would like to be notified of such. Please send notification of this meeting to: [redacted]

Also, I would like to enter into record prior to this meeting my concerns regarding this proposed development. Being that I live along the edge of Blackstone and purchased this property with the belief there would be no houses behind us, I would like to go on record with the following comments:

1) I am requesting that at least a 200 to 300 foot buffer be established between the homes in Blackstone and the yet unbuilt homes proposed in Lake Pleasant Heights.
2) I am requesting that the homes be limited to one single story for the first 1,000 feet from the boundary of Blackstone.

Again, please notify me via email when this council meeting will be taking place so that I may attend. And, can you please acknowledge receipt of this email and verify that my comments have been entered into record.

Thank you for your time.

Sincerely,

Kathleen Richards

Lorie Dever

From: Virginia Roberts [redacted]
Sent: Thursday, June 30, 2016 7:56 PM
To: Lorie Dever
Subject: Lake Pleasant Heights Development

Dear Lorie:

Please enter my concerns into the record. Also, place me on your list of residents of Blackstone to notify me of upcoming meetings regarding this project. I have listed my email and address below.

I am requesting that a 200 to 300 foot buffer be established between the homes in Blackstone and the yet unbuilt homes in Lake Pleasant Heights.

I request that homes be limited to one single story for the first 1000 feet.

Thank-you,

Ginger Roberts
[redacted]

email: [redacted]

Lorie Dever

From: Darlene Lundin [redacted]
Sent: Tuesday, July 05, 2016 12:38 PM
To: Lorie Dever
Subject: Lake Pleasant Heights Development

Good Afternoon, Lorie,
My family and I moved into our home in Blackstone just over a year ago. Previously, we had a home in Corte Bella for 8 years. When our family decided we wanted a new home, our search included looking into properties in Verrado; investigated Care Free/Cave Creek properties; and considered the North Phoenix areas. Although we felt we were giving up a lot when it came to restaurant and entertainment options by building in Blackstone, the beauty of the planned development protecting hills and desert meant a lot to us. In speaking to our neighbors here in Vistancia Blackstone, they feel the same way.

I rise at 5:30 a.m. each morning to enjoy mountain biking along Discovery Trail and the beautiful neighborhoods which have been developed in our area. The thought that a new development will encroach on an area which is presently beautiful desert hillside is painful. However, I do understand the economics of government and business. I don't think the two things mutually exclude each other. I believe respect and consideration to the existing homeowners can still allow development to happen without it being at the expense of those of us who carefully chose our home sites.

I believe that a 300' buffer between Blackstone and Lake Pleasant Heights development will protect our sense of open space. Also, by limiting the homes to be built in the new neighborhood to single story for the first 1000 feet you would also preserve this desirable affect. Truthfully, many of the homes in our area are single story by choice. A developer always has a large market of home buyers who are looking for ranch style homes!

Thank you for your time and consideration, Lorie. I would appreciate having my email address added to your list for notification of all future meetings regarding this subject.
Sincerely,
Darlene Lundin
[redacted]

Exhibit 6
Draft Ordinance

ORDINANCE NO. 2016-34

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ZONING PROPERTY FROM PLANNED COMMUNITY DEVELOPMENT (PCD) TO PLANNED COMMUNITY DEVELOPMENT (PCD) FOR A DEVELOPMENT KNOWN AS LAKE PLEASANT HEIGHTS; 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 15, 2015 in zoning case Z03-05A.1 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of a parcel of land known as Lake Pleasant Heights as described below from a Planned Community District (PCD) zoning district to a Planned Community District (PCD) 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 25, 2015; 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 conditionally rezoned from a Planned Community District (PCD) zoning district to a Planned Community District (PCD) zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall be in conformance with the “Lake Pleasant Heights” Planned Community District (PCD) Standards and Guidelines Report, (case Z03-05A.1) dated 09/16/2015, except as modified below.

2. The maximum residential units within Lake Pleasant Heights is limited to 6,561, in conformance with the Lake Pleasant Heights Specific Area Plan.

3. Maximum of 4,304 units is permitted within the area identified as Development Units A, B and C as shown in Figure 15, Proposed General Development Plan. Conversely, a maximum of 2,257 units is permitted within Development Units D, E and F.

4. Residential units are allowed to be transferred from parcel to parcel within a Development Unit; however, at no time shall the overall density of 2.3 dwelling units per acre for private land, or 1.6 dwelling units per acre for State Trust Land be exceeded.

5. The Developer shall submit and receive approval from the Community Services Director, or designee, for a "Recreation and Amenities Master Plan" (RAMP) for each Development Unit prior to the submittal of the first preliminary plat or site plan for that Development Unit.

6. The Developer shall submit a revised Table 1 for the entire project indicating the target number of dwelling units, elected zoning district, and projected amount of open space to be provided within each Development Unit at the time of the first preliminary plat or site plan submittal, to the satisfaction of city staff.

7. As subsequent parcels develop within each Development Unit, Table 1 shall be updated by the Developer (at the time of preliminary plat and final plat) to reflect actual number of platted dwelling units, actual zoning district, and total amount of open space per parcel.

8. Cultural resources:

    a. The Developer shall complete an inventory on State Land parcels as each Development Unit moves forward.

    b. The Developer shall further research and inventory NHRP eligible sites to exhaust obtainable data. Sites where avoidance is recommended, those sites shall be preserved by the Developer unless unavoidable. If unavoidable, a mitigation and treatment plan shall be prepared by the Developer and approved by City of Peoria staff prior to that Development Unit moving forward with preliminary plat/site plan approval.

9. The Developer shall dedicate to the City all Paths/trails and bike lanes as shown on Figure 16a Bicycle & Pedestrian Circulation Plan. Location, width and design of the paths/trails and bike lanes, along with the corresponding easements shall be subject to the approval of the Community Services Director.

10. The Developer shall not modify preserved wash areas with gunnite or similar materials as a means to handle increased water.

11. The Developer shall submit a slope analysis for each parcel at the time of preliminary plat or site plan as applicable, to the satisfaction of city staff.

12. The Developer shall design the street circulation to minimize impact on sensitive environmental areas, and will be subject to the review and approval by the City Engineer and Planning Director, or designee.

13. Building permits north of the Central Arizona Project (CAP) are prohibited from being issued until construction is completed and Letter of Completion has been issued for the El Mirage bridge crossing, unless otherwise approved by the City Engineer.

14. The extension of infrastructure will occur in tandem with the phasing of the development, unless otherwise permitted within an approved Development Agreement, or by the City Engineer.

15. The Developer shall provide a separate stand-alone Traffic Impact Analysis with each subsequent Phase or Preliminary Plat, to the satisfaction of the City Engineer. A supplemental update to the approved TIA, or a Traffic Impact Statement may be required by city staff as each Development Unit continues through the entitlement and permitting process.

16. The Developer is required to submit and receive approval of a Final Master Drainage Report prior to any Preliminary Plat or site plan approval, to the satisfaction of city staff.

17. The Developer shall submit a Phased Drainage Plan to be approved by city staff for each proposed development phase, prior to any preliminary plat or site plan approval for that phase. Each approved phased drainage report must be updated at the completion of each phase based on final design conditions, to the satisfaction of city staff. This requirement must be satisfied for each phase prior to submittal of the next construction phase unless specifically permitted by the City Engineer.

18. The Developer shall submit a site specific Drainage Report with each preliminary plat and/or site plan, that shall be in conformance with the approved Master Drainage Report and the Master Drainage Plan for that phase of construction.

19. All floodplains shall be shown on the preliminary and final plats, or site plans as applicable. No structure shall be constructed within the limits of a FEMA designated flood plain.

20. Any modification to existing flood plain shall be pre-approved by FEMA through the City of Peoria Engineering Department.

21. The right-of-way dedications and roadway sections will be determined based on the city standards that are in effect at the time of the preliminary plat and/or site plan approval process.

22. The Developer shall construct full-street improvements for Westland Boulevard from the point where it terminates within the Vistancia master planned community (approximately east of the 127th Drive alignment) up to the intersection of El Mirage Road. Timing of the Westland Road improvements shall be in accordance with the terms as set forth in the Development agreement, or by the City Engineer.

23. The Developer shall submit and receive approval of the water, reclaimed water, and sewer master plans by the Public Works-Utilities Department prior to any preliminary plat or site plan approvals within Lake Pleasant Heights. These plans shall be updated from time to time, in accordance with city standards, to accurately reflect phasing and rate of development within the project, to the satisfaction of city staff. At a minimum, the Developer shall submit updated master plans prior to any preliminary plat and/or site plan submittal for subsequent Development Units, unless as otherwise approved by the Public Works-Utilities Director.

24. Approval of the Maricopa County Department of Environmental Services is required for all water and wastewater treatment facilities, water distribution systems, wastewater collection systems, wells, storage tanks, wastewater effluent re-use infrastructure, etc.

25. Within Development Unit A, all structures on lots within two hundred fifty (250) feet of the eastern boundary of the Blackstone community within Vistancia (Parcels F-8a / F-8b) shall not exceed one-story in height. A note denoting the restriction shall be provided on the final plat.

26. The Developer shall submit a construction traffic plan for review and approval by the City Traffic Engineer at the time of the first preliminary plat for each Development Unit. At a minimum, the plan shall identify truck routes, construction worker parking, and any traffic mitigation measures proposed, along with anticipated construction schedule. This plan may be required to be updated as each subsequent preliminary plat and/or final plat is submitted, to the satisfaction of the City Traffic Engineer.

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 6th day of December, 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 Date: December 16, 2016
Effective Date:

EXHIBIT A
Legal Description

All of Section 1, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

All of Section 12, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The Southeast quarter of Section 14, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Lots 4 through 15, inclusive, the Southeast quarter of the Northwest quarter, and the North half of the Southwest quarter of Section 13, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

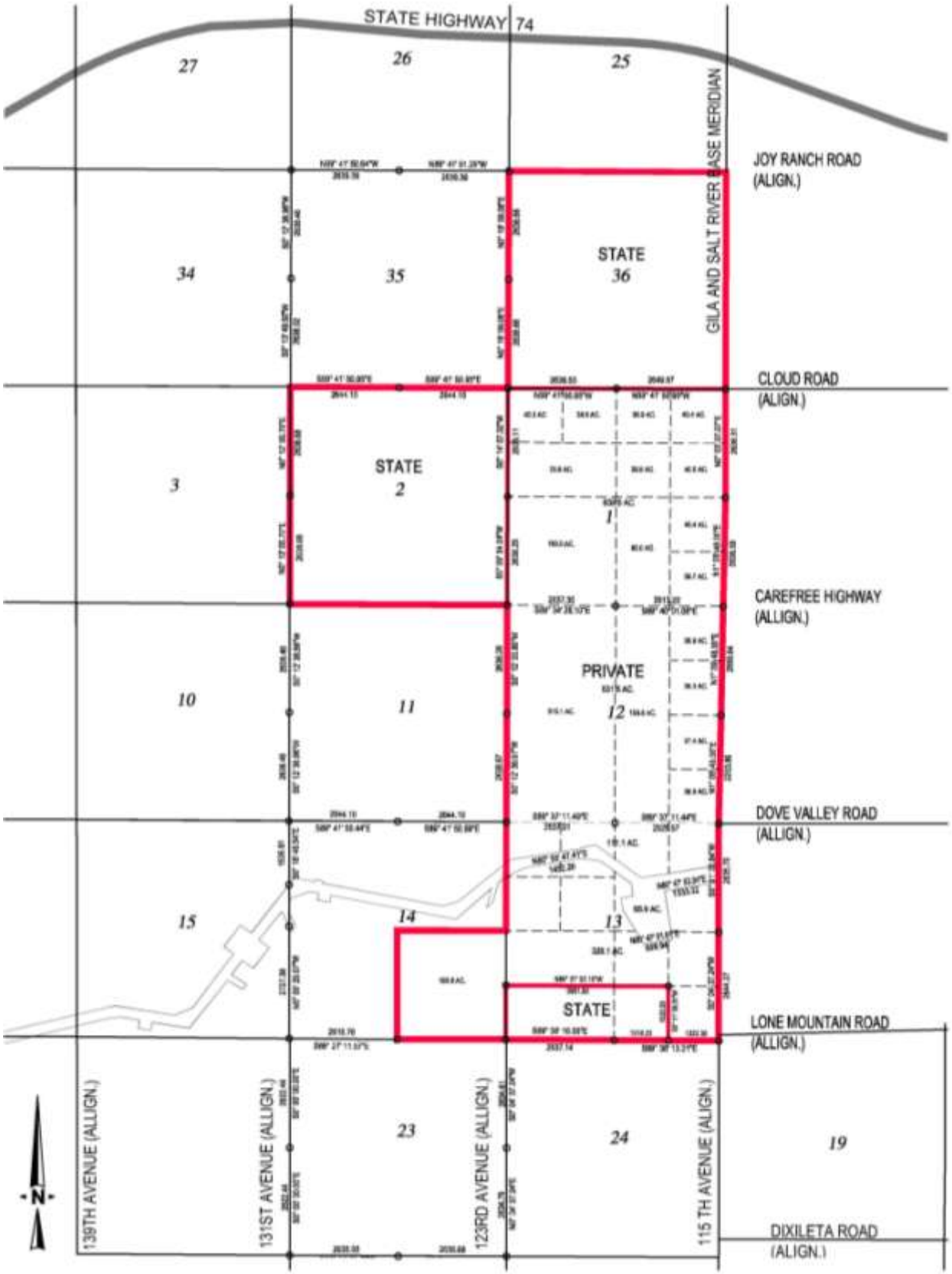
All of Section 36, Township 6 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

All of Section 2, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The South half of the Southwest quarter of Section 13, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The Southwest quarter of the Southeast quarter of Section 13, Township 5 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXHIBIT B


STATE HIGHWAY 74
27
26
25
GILA AND SALT RIVER BASE MERIDIAN
JOY RANCH ROAD
(ALIGN.)
34
35
STATE
36
CLOUD ROAD
(ALIGN.)
3
STATE
2
1
CAREFREE HIGHWAY
(ALLIGN.)
10
11
PRIVATE
12
DOVE VALLEY ROAD
(ALLIGN.)
15
14
13
STATE
LONE MOUNTAIN ROAD
(ALLIGN.)
139TH AVENUE (ALLIGN.)
131ST AVENUE (ALLIGN.)
23
123RD AVENUE (ALLIGN.)
24
115 TH AVENUE (ALIGN.)
19
DIXILETA ROAD
(ALIGN.)
N

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 15R.

Date Prepared: 11/14/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

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

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

SUBJECT: Development Agreement, Lake Pleasant Heights

Purpose:

This is a request for the City Council to approve an accompanying Development Agreement between the City of Peoria, Iota Purple, Group Three Properties and Noranda Properties, and other specified beneficiaries pertaining to the proposed Major Amendment to the Lake Pleasant Heights Planned Community District (PCD).

Background/Summary:

Lake Pleasant Heights Specific Area Plan (2005) and PCD Zoning (2005)
Lake Pleasant Heights is a master planned community which is comprised of approximately 3,268 acres (or 5.1 square miles) of privately owned land and Arizona State Trust Land. The property generally lies between the Joy Ranch Road alignment on the north, the Lone Mountain Road alignment on the south, the 123rd and 131st Avenue alignments on the west and the 115th Avenue alignment on the east. The Project shares its western and southern borders with the master planned communities of Saddleback Heights and Vistancia.

In 2005, City Council approved an amendment to the Special Area Plan (SAP) which established the maximum residential density within Lake Pleasant Heights at 1.82 du/ac or 5,970 units. The approved land use plan contained a diversity of housing types and densities, sub-regional commercial nodes, natural open space, opportunities for resort and golf course development, parks, and public facilities. A request to rezone Lake Pleasant Heights to Planned Community District (PCD) was concurrently approved by City Council. Similar to neighboring master planned communities, the PCD establishes the policies and regulatory standards for the property related to land use, density, intensity, public infrastructure, public facilities, and desert preservation within Lake Pleasant Heights.

Amended Lake Pleasant Heights Specific Area Plan (2012)
In 2012, the Peoria City Council approved adjustments to the Lake Pleasant Heights SAP. The amendment included an increase from 5,970 units up to 6,561 units, included minor modifications to the land use designations, and accommodated desired adjustments to the circulation plan. More specifically, the land use adjustments included the removal of the resort and golf course

land use, increased open space and repositioned land uses to better support the mixed-use components.

Proposed Amendment to the Lake Pleasant Heights PCD zoning
The applicants are proposing a major amendment to the Lake Pleasant Heights PCD to modify the project density, hillside development standards, use allowances, and project circulation to be consistent with the approved 2012 Lake Pleasant Heights SAP Land Use Plan.

Proposed Amended and Restated Development Agreement
Accompanying the proposed amendment to the Lake Pleasant Heights PCD is a concurrent request to update the associated Development Agreement. Both items are scheduled for the same meeting; however, the subject of this report is the Amended and Restated Development Agreement.

The proposed Development Agreement serves as an implementation tool for the entitlement to facilitate the development plan. Essentially, it addresses the timing, obligations and reimbursements for public resources and infrastructure. The City has worked cooperatively with the applicants on the entitlement and the terms of this Development Agreement. It is not uncommon to have a Development Agreement accompany a multi-phased, master-planned project of this size. The highlights of the proposed Development Agreement are as follows:

- Recreation and Amenities Master Development Plan (RAMP): Similar to the village concept utilized in adjacent master planned communities, Lake Pleasant Heights is divided into six sub-areas known as "Development Units". A Recreation Amenities Master Plan (RAMP) will be prepared for each Development Unit. Each RAMP will conceptually identify the location of wash corridors, preservation areas, trailheads, additional publicly-accessed open space preservation areas, and private open space areas, Neighborhood Parks, mini/HOA parks, private and public paths/trails/bike lanes, including any connections, amenities and timeframes for construction and delivery. The RAMP is intended to ensure the appropriate timing, functional and appropriate recreation needs for the Development Unit based on the overall PCD framework.

- Public Open Space: Lake Pleasant Heights will be providing approximately 1,350 acres of open space within the community. The open space is envisioned as a series of interconnected landscapes and spaces that provide places where residents can recreate, that protect biological diversity, and link residents to surrounding areas. Consequently, the proposed open space within Lake Pleasant Heights is comprised of both active and passive public and private areas as shown within the PCD or as otherwise refined in the RAMP. Collectively, these areas create a living system of natural and man-made resources that will contribute to the community's quality of life.

- Big Springs Wash: The Landowner is proposing to reconfigure the Big Springs Restrictive Covenant easement to encapsulate more significant riparian land and meaningful open space within and around the Big Springs wash corridor. The modified easement will be dedicated to the City when infrastructure is available to provide public access to the area. The City may, in the future, construct improvements within the easement area.

- Trailheads: Two trailheads are proposed within the PCD. One of which will be built by the Landowner south of the Central Arizona Project (CAP) Canal, and the second trailhead is anticipated to be built near the Big Springs wash, within land held in trust and managed by Arizona State Land Department. The Landowner will situate the trailhead in a manner suitable for connection to the proposed trail system, which forms a contiguous and cohesive trail and path system.

- Neighborhood Parks: The original PCD provided for public open space and the provision of two (2) Neighborhood Parks. With the amended PCD, two Neighborhood Parks will be provided on privately owned land, and a third Neighborhood Park is anticipated to be built within land managed by Arizona State Land Department. The developers are required to reserve up to 27 acres for the two parks on privately owned land. Under the guidance of the RAMP, the City and Landowners will agree on the location of 18 usable acres of land, where the 27 acres provides flexibility in siting the park. The Landowner will be required to improve and dedicate the park upon the issuance of 976th building permit within Development Unit "A" or by no later than the upon the issuance of the 761st building permit within Development Unit "B", or as specified in the RAMP for that respective Development Unit. Should the Landowner elect to build and dedicate the park sooner, the Landowner would be responsible for reimbursing the City for O&M costs until the 50% building permit threshold is reached, or as otherwise approved in the applicable RAMP.

- Public Safety:
  Fire Station and Staffing: The agreement provides for the reservation of one (1) public safety facility site (a minimum of 2.5 usable acres). While location of the proposed Lake Pleasant Heights (LPH) Fire Station is generally shown within the PCD, the final site will be mutually agreed upon by the Group Three/Noranda Properties and the City. At a minimum the LPH Fire Station will be:

  1. Located north of the CAP;
  2. Within the service area for Phase I of Westland Water Campus; and
  3. Will be adjacent to a collector or arterial street on a site that.

  The Landowner who requests the first site development permit to commence vertical improvements on its property north of the CAP will be responsible for the construction and equipping of the LPH Fire Station. The Landowner may elect to utilize an interim fire station structure for a specified period of time as outlined within the development agreement. However, at no time will building permits be issued for homes north of the CAP until the Landowners construct and dedicate the permanent LPH Fire Station. Should the interim option be exercised, only the costs associated with acquisition of equipment and vehicles to be used in connection with the interim fire station structure may be reimbursable to the Landowner once the equipment and/or vehicles are put into service.

  The LPH Fire Station will include space for thirteen and one half (13.5) firefighters with the actual assignment to the City's discretion. The Landowner(s) are responsible for operational expenses incurred in connection with the LPH Fire Station as discussed in more detail in the agreement.

Police Officer Staffing: The agreement provides for two (2) police offices and one (1) all-terrain vehicle upon the issuance of the first site development for property south of the CAP, and an additional two (2) police officers and one (1) all-terrain vehicle upon the issuance of the first site development for property north of the CAP. This results in a total of four (4) police officers and two (2) all-terrain vehicles for the project with the actual assignment to the City's discretion. The Landowner and the City shall share in the payment of all costs as noted in the agreement.

- Water Infrastructure: The Master Water Plan for the development includes a connection to a planned off-site transmission line ("Lone Mountain waterline") crossing the Agua Fria River. The Landowners shall pay their proportionate share of the Lone Mountain Transmission Main pursuant to the Lone Mountain JDA and all other related infrastructure and/or services that are necessary for, and associated with, the Properties' development needs. The City's Integrated Water Utilities Master Plan anticipates that other offsite connections to the Properties will be made in the future, including transmission mains from Loop 303 to El Mirage Road along Lone Mountain Parkway and from Lone Mountain Parkway northward along El Mirage Road to the Properties. The Landowners will be required to pay their proportionate share of the cost of these off-site pipelines as noted in the agreement. All on-site water infrastructure shall be constructed pursuant to the City's Integrated Water Utilities Master Plan, and any water master plan developed by the Landowners and approved by the Public Works-Utilities Director.

- Wastewater Infrastructure: The Development Units are located in the sewer basin that flows to the Jomax Water Reclamation Facility (WRF) in Vistancia and owned and operated by the City of Peoria. The Landowners shall be responsible at their cost for the construction of all wastewater infrastructure required to serve the Properties pursuant to the City's Wastewater Master Plan, and any wastewater master plan developed by the Landowners and approved by the Public Works-Utilities Director.

- Transportation: The Landowner is responsible for their proportionate share of roadway improvements indentified in the Traffic Impact Analysis, with phasing ultimately under the discretion of the City Engineer. To ensure a reliable transportation network for the project, there will be a minimum of two points of access, where the second access shall be provided when the 500th building permit has been issued on the project. The Landowners and the City Engineer will work together to agree on the roadway infrastructure needed to meet this requirement, with the final discretion resting with the City Engineer as noted in the agreement.

- Development Impact Fees: The statute governing impact fees was modified not long ago. To that end, the agreement reflects the limitations set forth therein. The Landowners will be entitled to impact fee credits, offsets and/or reimbursements collected by the City for property dedications and infrastructure so long as said improvements are within an Impact Fee category for a zone covering Lake Pleasant Heights, identified in the City's adopted Infrastructure Improvement Plan ("IIP") and fees have been collected.

Previous Actions:

There have been no prior actions on this proposed Development Agreement. However, in regards to the associated Rezoning request, Lake Pleasant Heights PCD (Case Z03-05A.1), the Planning & Zoning Commission issued a unanimous recommendation of approval at their October 15, 2015 meeting. The amended Lake Pleasant Heights PCD rezoning and the accompanying Development Agreement will both be heard and considered together at the December 6, 2016 City Council meeting.

Options:

A: The Council could act to approve the proposed Development Agreement as recommended by Staff; or

B: The Council could decline to approve the Development Agreement. In this scenario, the staff would want to modify the Zoning Stipulations attached to the Lake Pleasant Heights PCD to address timing, obligations and reimbursements for public lands and infrastructure.

Staff Recommendation:

Discussion and possible action to approve a Development Agreement with Iota Purple, Group Three Properties, Noranda Properties and other specified beneficiaries pertaining to the proposed Major Amendment to the Lake Pleasant Heights Planned Community District.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City. However, as the community develops, the City would have operational costs associated with the provision and maintenance of services for public safety, water/wastewater, transportation, recreation and general governance.

Narrative:

Should the City Council take action to approve the PCD and the accompanying Development Agreement, the next step would be to begin the design process to develop the property. The Developer would need to submit a RAMP, Preliminary/Final Plats (subdivisions), infrastructure plans, and various permits prior to construction. The Development would need to comply with the PCD, Development Agreement and any other relevant ordinances.

ATTACHMENTS:

Exhibit 1: Draft Develoment Agreement

Contact Name and Number:

Chris M. Jacques, AICP, (623) 773-7609

Exhibit 1
Draft Development Agreement
(City of Peoria, Iota Purple,
Group Three Properties
and Noranda Properties et all)

RETURN TO:

City of Peoria
City Clerk's Office
8401 W. Monroe Street
Peoria, Arizona 85345

PARTIAL AMENDMENT TO AND RESTATEMENT OF DEVELOPMENT AGREEMENT (AS TO PORTIONS OF LAKE PLEASANT HEIGHTS IN PEORIA, ARIZONA)

This Partial Amendment to and Restatement of Development Agreement ("Agreement") is entered into as of the ___ day of _____, 2016 ("Effective Date"), by and between the CITY OF PEORIA, ARIZONA, an Arizona municipal corporation (the "City"), IOTA PURPLE, LLC, an Arizona limited liability company ("Iota"), and GROUP THREE PROPERTIES, an Arizona general partnership, and NORANDA PROPERTIES LP, a Nevada limited partnership (collectively, "G3/N") (Iota and G3/N may be referred to herein individually as a "Landowner" and collectively as the "Landowners"). The City, Iota and G3/N may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into a development agreement with a landowner or any other person having an interest in real property located in the City or outside its incorporated area.

B. The Landowners own real property located within the incorporated boundaries of the City which is more particularly described and depicted in ***Exhibit A*** (individually, a "Property" and collectively, the "Properties"). The Properties are located within that master-planned community commonly known as "Lake Pleasant Heights" or the "Project."

C. Lake Pleasant Heights was the subject of the Annexation and Development Agreement dated December 7, 1993 between the City and Group Three Properties and recorded in the Official Records of the Maricopa County Recorder's Office as Document Number 94-0056067, which was amended by the First Amendment to the Annexation and Development Agreement dated June 10, 2002 among the City, Group Three Properties and First American Title Insurance Company Trust #4912, a California Title Trust, and recorded in the Official Records of the Maricopa County Recorder's Office as Document Number 2002-0946414.

D. On May 7, 2002, the Peoria City Council adopted Resolution 02-92, the Lake Pleasant Heights Specific Area Plan. Subsequently on December 4, 2012, the Peoria City Council adopted Resolution 2012-138 approving the Lake Pleasant Heights Specific Area Amendment under General Plan Application number GPA 12-0003 (the "2012 Specific Area Plan"). On December 13, 2005, the Peoria City Council adopted Ordinance No. 05-66A under Case Number Z-03-05, approving the Planned Community District zoning for Lake Pleasant Heights ("Zoning").

E. On December 21, 2005, the City, Group Three Properties, and Noranda Properties, Inc., together with Pleasant Views, L.L.C., an Arizona limited liability company, entered into that Third Amendment To and Restatement of Development Agreement (the "Original Development Agreement") with respect to Lake Pleasant Heights, which was recorded in the Official Records of the Maricopa County Recorder's Office as Document Number 2005-1926101. The Original Development Agreement terminated the 1993 Annexation and Development Agreement and the 2002 First Amendment to the Annexation and Development Agreement with respect to Lake Pleasant Heights (the Second Amendment to the Annexation and Development Agreement only relates to Saddleback Heights, a neighboring property).

F. Subsequent to the execution of the Original Development Agreement, on January 10, 2006, the City, Pleasant Views, L.L.C., Group Three Properties, and Noranda Properties, Inc. entered into an Extended Operations Contribution Agreement describing additional conditions and contributions required to develop Lake Pleasant Heights (the "Contribution Agreement"). The Contribution Agreement self-terminated.

G. Pursuant to that certain Trustee's Deed and Bill of Sale recorded June 17, 2009 at Document Number 2009-0553286, Iota acquired all right, title and interest of Pleasant Views, L.L.C. in and to that portion of the Property owned previously by Pleasant Views, LLC.

H. Subsequent to the execution of the Original Development Agreement, the City and G3/N, among others, entered into the Joint Development Agreement Lone Mountain Water Distribution Project, which was recorded in the Official Records of Maricopa County, Arizona as Document No. 2015-0541959, and re-recorded as Document No. 2015-0754237 and Document No. 2016-0011579, and due to restrictions placed upon Iota by its ownership structure, Iota was not permitted to be a signatory to the joint development agreement, but Iota entered into a separate agreement with the City, which was recorded in the Official Records of Maricopa County, Arizona as Document No. 2015-0753584, pursuant to which, among other things, Iota approved the joint development agreement (collectively, the "Lone Mountain JDA").

I. Subsequent to the execution of the Original Development Agreement, the City and G3/N, among others, entered into the Joint Development Agreement Westland Water Campus – Phase 1, which was recorded in the Official Records of Maricopa County, Arizona as Document No. 2015-0904255, and due to restrictions placed upon Iota by its ownership structure, Iota was not permitted to be a signatory to the joint

development agreement, but Iota entered into a separate agreement with the City, which was recorded in the Official Records of Maricopa County, Arizona as Document No. 2015-0906318, pursuant to which, among other things, Iota approved the joint development agreement (collectively, the "Westland JDA").

J. The Parties now desire to enter into this Agreement to facilitate the implementation of the PCD (described below) as applicable to the Properties consistent with the City's General Plan, the 2012 Specific Area Plan, and the applicable Zoning, and as may be further amended from time to time (collectively, the "PCD"). Additionally, the Parties expressly acknowledge and agree that the PCD is generally consistent with the portions of the General Plan and the 2012 Specific Area Plan applicable to the Properties on the date hereof. Further, any improvement plans for the Properties will be prepared and implemented in a manner that is consistent with the PCD, and in conformance with City standards and policies.

K. The PCD contemplates the development of the Properties in phases. The Landowners anticipate that the Properties will be fully developed by the Landowners and/or by other developers of the Properties (hereinafter individually referred to as a "Developer" and, collectively, as "Developers") within twenty-five (25) years after the date of this Agreement, subject to economic and market conditions. The Landowners and the City are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05 in order to facilitate the implementation of the PCD by providing for, among other things: (i) conditions, terms, restrictions and requirements for the construction, installation, and funding/financing of public services/infrastructure improvements, (ii) the permitted uses, and the densities and intensities of uses for the Properties; and (iii) other matters related to the development of the Properties.

L. The Parties desire and intend that the Landowners and/or Developers will have the ability to direct the timing and phasing of the public infrastructure improvements on the Properties to correspond with the actual development of the Properties in accordance with the phasing plan set forth in the PCD. This does not, however, subject to Section 34 below, prevent the City from withholding permits related to phasing if any infrastructure which is required for a particular phase is not constructed and operational.

M. The Parties acknowledge that a maximum of 6,561 dwelling units are contemplated within Lake Pleasant Heights (including land managed by the Arizona State Land Department ["State Land"]). More specifically, a maximum of 4,304 dwelling units may be developed (3,473 dwelling units on the portions of the Properties owned by Iota and 831 dwelling units on the portion of the Properties owned by G3/N) on the Properties as shown in the PCD Amendment Z03-05A.1.

N. The Parties acknowledge that they will approach the infrastructure obligations being imposed upon the Properties as a whole, and that the Landowners and/or Developers of the Properties will be required to pay the full cost of, or their proportionate share, if applicable, of the overall costs of development. The Landowners and/or Developers shall be fully responsible for all on-site and off-site improvements

necessary to serve the Properties. If agreements are made with third parties, including the City, regarding offsite infrastructure and improvements, the Landowners and/or Developers shall be responsible for their respective proportionate share of the cost of such offsite infrastructure and improvements. If infrastructure is oversized at the City's request, then the City will pay the incremental increase in cost associated with the City's oversizing. In connection with the foregoing, and in partial satisfaction of the obligations of the Landowners under the Original Development Agreement with respect to the requirements for potable water infrastructure, the City entered into the Westland JDA and the Lone Mountain JDA with third-party landowners within the City (including Landowners as parties or third-party beneficiaries) for the purpose of the construction and installation of water transmission and storage facilities. Such facilities include (i) a water storage reservoir and booster pump facility commonly known as the "Westland Booster Station Water Campus," and (ii) a water transmission line commonly known as the "Lone Mountain Transmission Main," each improvement, immediately upon operational readiness, will serve various properties within the City, including the Properties. Pursuant to those or related agreements, Landowners shall pay their proportional share of the cost of construction of the water storage and transmission facilities described therein.

O. The Parties acknowledge that the development of the Properties pursuant to the PCD and this Agreement will result in promoting community benefits to the City and otherwise improving or enhancing the economic welfare of its residents by: (1) promoting economic development; (2) improving the City's tax base; (3) providing for increased employment opportunities; and (4) encouraging public use via unique undisturbed, natural open space.

P. The Parties also acknowledge that this Agreement will result in significant benefits to the Landowners and Developers by providing assurances to the Landowners and Developers that they, or their successors, will have the ability to develop the Properties in accordance with an approved PCD, and amendments thereto.

Q. Among other things, development of the Properties in accordance with the City's Development Requirements, Regulations and Rules will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Properties.

R. The Arizona Legislature amended A.R.S. § 9-463 pertaining to impact fees in 2011 and this Amendment is intended, among other things, to bring this Agreement into conformity with current state law.

S. This Agreement amends and restates the Original Development Agreement in its entirety and to the extent the Original Development Agreement pertains to the Properties but does not affect in any way the Westland JDA and the Lone Mountain JDA which shall remain in full force and effect.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth herein, the Parties hereto hereby amend and restate the Original Development Agreement as it applies to the Properties only, as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. Incorporation of Exhibits and Certain Public Documents. The following documents, either referred to herein or newly added, are made a part of this Agreement by this reference:

Exhibit	Description
A	Property Legal Descriptions and Vicinity Map (Iota/G3/N)
B	Revised Big Springs Restrictive Covenant Map
C	EDU Table
D	Fire Service Area Map

3. Responsibilities of Iota and G3/N. All references to "Landowners" in this Agreement shall apply both to Iota and G3/N. In certain limited circumstances, a provision herein may apply only to one of the two Parties. In those circumstances, the Agreement language will specify either "Iota" or "G3/N." Where the language specifies only one of those Parties, the language shall not apply to the other Party.

4. City Council Action Requirement. The Parties acknowledge that, notwithstanding any language of this Agreement or any subsequent additional documents, no act, requirement, payment, or other agreed upon action to be done or performed by the City which would, under any federal, state, or city constitution, statute, charter provision, ordinance, or regulation, require formal action, approval, or concurrence by the City Council, will be required to be done or performed by the City unless and until formal City Council action has been taken and completed. This Agreement in no way acquiesces to, obligates, or permits the City to perform a future legislative act that will be inconsistent with this Agreement.

5. Public Benefits. This Agreement provides details for the coordinated planning, design, engineering, construction, acquisition, installation, and/or provision of services/infrastructure improvements as set forth in the PCD as and to the extent applicable to the Properties, and as expected to be further developed and refined during the development plan process or subdivision or site plan process described therein. Each component or segment of the infrastructure improvements identified in the PCD as subsequently amended by detailed master plans, which the Parties recognize are requirements of the PCD Amendment and zoning requirements, as well as those infrastructure improvements not referenced in the PCD but specifically set forth in this

Agreement, shall be referred to herein, individually and collectively, as the “Infrastructure" or "infrastructure.” The obligations regarding Infrastructure in this Section 5 and anywhere else in this Agreement or the Development Plans are the obligation of the Landowners or Developer(s). Nothing contained in this Agreement shall be deemed to obligate the City or any Landowner or Developer to commence or complete any part or all of the development of the Properties. To the extent Section 22 (entitled “Development Impact Fees”) applies to certain infrastructure improvements, the provisions of Section 22 will govern the application of such fees (and related offsets or credits), whether or not Section 22 is specifically referenced elsewhere herein.

6. Municipal Services. The City will cause municipal services to be provided to the Properties and the occupants thereof. Such municipal services will be comparable to the services provided to other landowners and occupants of the City. There will be a period of time that these municipal services will fall under those services provided to landowners and occupants of the City in rural areas, due to the nature, stage, location of the development and timing of construction of certain infrastructure improvements by the Landowners. These services include, without limitation, police, fire and other emergency services, water and wastewater utility services, waste collection and disposal, and other services typically provided by municipalities; provided, however, that provision of certain services, such as roadways, drainage, water and wastewater services is contingent upon construction of all necessary infrastructure improvements by the Landowners, or the applicable Developer, and/or other parties, and acceptance by the City, as provided herein.

7. Implementation of the PCD. The PCD is intended to implement and facilitate the development of the Properties described within the narrative and exhibits. The PCD may be amended or supplemented from time to time as necessary to refine the applicable exhibits for circulation, parks, trails, open space and other elements of the PCD.

8. Changes to the PCD. For the duration of this Agreement, the City will not initiate any changes or amendments to the PCD, except at the request of G3/N or Iota (or any successor Developer) with respect to the portion of the Properties owned by such Landowner. Any changes or modifications to the PCD will be processed in the manner set forth in the City’s then-current Zoning Ordinance and Master Plans. The City is not required or obligated to approve any changes or amendments to the PCD after the Effective Date of this Agreement.

9. Reliance on Zoning. To allow Landowners and the future Developers of the Properties to rely upon the continued validity of certain provisions of the City’s Zoning Ordinance, the City will take no action that would result in subjecting the Properties to a change in the provisions of the applicable Zoning so long as specific and definitive standards are identified within the PCD on the Effective Date of this Agreement, or any amendments thereto, and except as expressly provided for in this Agreement. Any such prohibited changes made during the period set forth above will not affect the Properties, the Landowners, Developer(s), mortgagee(s) or lessee(s) thereof, or any person or entity

having any interest in the Properties or any portion thereof, unless the affected Landowner, Developer(s), mortgagee(s) or lessee(s) will have expressly consented in writing to the otherwise prohibited changes. The City may, however, enact the following provisions and take the following actions, which will be applicable to and binding on the development of the Properties.

9.1 Future updates of and amendments to the existing subdivision regulations, building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, specifications and regulations, including but not limited to the recognized International Codes, which updates and amendments are generated by a nationally recognized construction/safety organization, or by Maricopa County, the State of Arizona or the Federal government.

9.2 Ordinances, rules, regulations and legislation of the City reasonably necessary to alleviate legitimate severe threats to public health, welfare and safety in which event any ordinance, rule, regulation, legislation imposed in an effort to contain or alleviate such legitimate severe threats to public health, welfare and safety will be the least intrusive alternative practicable.

9.3 Ordinances, rules, regulations and legislation of the City enacted as necessary to comply with mandatory requirements imposed on the City by Maricopa County, the State of Arizona or the Federal government, including but not limited to court decisions and other similar superior external authorities beyond the City's control. If in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law, such affected provisions of this Agreement will be modified as may be necessary to achieve the minimum possible compliance with such mandatory requirements and will be the least intrusive alternative practicable. Any such modification to this Agreement will be made in accordance with Section 29.

9.4 Nothing in this Agreement will be interpreted as relieving the Landowners of any obligation they may have either on the Effective Date of this Agreement or in the future, to comply with all governmental rules and regulations enacted by governmental entities other than the City which apply to the Properties.

9.5 Subject to Section 12 and Section 22, future enactment of fees and taxes or modifications thereto, but only if and to the extent such fees are imposed or charged by the City uniformly or only to similarly-situated properties.

9.6 If the City’s Zoning Ordinance or subsequent amendment(s) to the Zoning Ordinance specifically address an issue on which the PCD, on the Effective Date of this Agreement or as hereafter amended, is silent, the Zoning Ordinance or such subsequent amendment thereto shall apply to development of the Properties with regard to such issue unless such application would materially adversely affect the ability of the Landowners or any Developer to timely develop the Properties in accordance with the PCD and this Agreement.

10. Applicability of Restriction on Building Permits or Other Necessary Approvals. The City agrees to cooperate reasonably in processing the review, approval and issuance of building permits or other necessary approvals for the Properties as may be required. The City will not unreasonably restrict the availability of building permits or other applicable permits or approvals necessary to allow construction of improvements contemplated and permitted under the PCD (provided Landowners adhere to the City's applicable ordinances, rules, regulations and requirements including but not limited to implementation of the City's Master Plans, as amended). The Parties hereby acknowledge and agree that the development of the Properties will occur over a number of years and in multiple phases and that, for the term of this Agreement, no moratorium shall be imposed except as may be required by federal or state law.

11. Vested Rights. The City acknowledges that the Landowners have made significant efforts to develop the Properties. In accordance with the terms of this Agreement and the requirements of the PCD, Landowners will have vested rights to develop the Properties pursuant to the PCD. The protected development rights (as defined in A.R.S. Section 9-1201.3) granted pursuant to this Agreement shall remain in effect in accordance with the provisions of the PCD and shall not be changed without the agreement of the Landowners and Developers for the term of this Agreement.

12. Police Power; Taxing Power. The City will not impose or enact any additional conditions, exactions, dedications, regulations or any other requirement through exercise of either the police power or the taxing power related to the development of the Properties except: (1) as have been expressly agreed to by the Parties in this Agreement, or (2) except those of general application to similarly situated properties within the City that are not in conflict with or otherwise prohibited by the provisions of this Agreement.

13. No Additional Dedications or Exactions. Except for the dedications and exactions identified in this Agreement, the PCD, and other than as part of the standard City subdivision, site plan approval, and Recreation and Amenities Master Development Plan ("RAMP") processes, the City will not attempt to acquire or require, through zoning, RAMP, subdivision, or site plan stipulations or otherwise, any exactions, reservations, or further dedications of portions of the Properties or easements or other rights over portions of the Properties, except that to the extent a Landowner agrees to such or desires to obtain an amendment to the PCD, the City may require additional exactions, reservations, easements or dedications provided for under the then current Zoning Ordinance or General Plan. Nothing in this Agreement limits the City's power of condemnation in regard to the Properties.

14. Parks, Recreation, Open Space, and Trails.

14.1 Recreation and Amenities Master Development Plan. To comply with the City's Parks, Recreation, Open Space and Trails Master Plan ("PROST") and Community Services Master Plan ("CSMP") and amendments and replacements thereto, the Landowner or Developer for each Development Unit within the PCD shall submit a

Recreation and Amenities Master Development Plan ("RAMP"). The RAMP shall be submitted for review and approval by the City's Community Services Director, or designee, prior to the first preliminary plat/site plan for each Development Unit within the PCD. The RAMP shall be consistent with the PCD and shall conceptually identify the location of wash corridors, preservation areas, trailheads, additional publicly-accessed open space preservation areas, and private open space areas, as applicable in each Development Unit. The RAMP also shall identify Neighborhood Parks (as defined in Subsection 14.4), mini/HOA parks, private and public paths/trails/bike lanes, as well as the public and private connections between these amenities and the development on the Properties. The selection of amenities in the Neighborhood Parks and trail heads is subject to the City's discretion and approval. Additionally, the RAMP shall include an estimated construction and delivery timeline for each amenity consistent with the phased development of the Properties, thus ensuring timely, functional, and appropriate recreation amenities for the City's residents. The RAMP may be amended from time to time by the Landowners and/or Developer(s), subject to the review and approval of the City's Community Services Director, or designee, prior to processing any applicable preliminary plats/site plans, building permits, or construction plans for the applicable Development Unit within the PCD.

14.2 Big Springs Restrictive Covenant. The Parties acknowledge that the Landowners and/or Developer(s) will dedicate, at no cost to the City (i.e. donate), revised Restrictive Covenants for no less than 10.31 acres in Development Unit "B" and no less than 37.69 acres in Development Unit "C" of the Properties for the purpose of preserving public access to meaningful public open space, generally known as "Big Springs" and conceptually identified in Appendix B to this Agreement. Neither Landowners nor Developers will be required to construct, install, or pay for, any improvements within the Restrictive Covenant area, including trails, trailheads, parking areas and other associated improvements, except for the trail as shown within Exhibit 16(a) of the PCD. The Parties hereto expressly acknowledge and agree that the dedication of these Restrictive Covenants by the Landowners and/or Developer(s) is donative in nature and is not made in satisfaction of any condition of approval of the PCD or in satisfaction of any obligations contained therein. The Landowners and/or Developer(s) will not be entitled to any Landowner and/or Developer(s) reimbursements or credits for the dedication of Restrictive Covenants to the City, but the dedication will count as open space for purposes of any open space or open space value credit calculations under the PCD. The City will cooperate with the Landowners and/or Developer(s) with respect to any federal or state income tax credits or deductions related to the dedication at no cost of the open space. Upon such dedication, the Landowners and/or Developer(s) will, at its (their) own expense, provide the City with suitable documents evidencing said dedication and the value thereof, so as to properly document the dedication for any and all reasonable fiscal purposes, including but not limited to tax purposes. The City will acknowledge the documents evidencing the dedicated value if such is determined in a commercially reasonable manner, but this acknowledgement does not mean the City has separately evaluated the accuracy of Landowners' and/or Developer(s)'s valuation of such property for tax purposes, same remaining the sole duty and responsibility of the Landowners and/or Developer(s). The Landowners and/or

Developer(s) will dedicate the Revised Restrictive Covenants for "Big Springs" to the City when infrastructure is available to provide public access to the adjacent open space or as otherwise set forth in the RAMP. The Parties acknowledge that the Big Springs area will be publicly accessible and that the City may construct improvements within the Restrictive Covenant areas after dedication, including but not limited to trails, trailheads, parking areas and other associated improvements to provide access.

14.3 Open Space Requirements. The Parties acknowledge that the PCD contemplates that, when ultimately fully developed, the Properties shall contain a minimum of 1,350 acres of open space pursuant to the PCD which may consist of unimproved open space, improved open space, private and public parks and public paths/trails as described in the PCD ("Open Space"). All Open Space to be provided in conjunction with the development of the Properties is conceptually identified in Exhibit 17 ("Open Space Lands") within the PCD and will be defined further within the respective RAMP(s) and as the Project continues through the development process.

The Parties hereto expressly acknowledge and agree that with respect to Open Space dedicated to the City at no cost, such dedication of the land by the Landowners or any Developer is donative in nature. Neither the Landowners nor any Developer will be entitled to any reimbursements or credits, with the exception of open space value credits as defined by the PCD, for the dedication of such land to the City, but the dedications will count as Open Space for purposes of any open space calculations under the PCD. Upon any such dedication, the donating party will, at its own expense, provide the City with suitable documents evidencing said dedication and the value thereof, so as to properly document the dedication at no cost for any and all reasonable fiscal purposes, including but not limited to tax purposes. The City will cooperate with the Landowners and/or Developer(s) with respect to any federal or state income tax credits or deductions related to the dedication of the open space. The City will acknowledge the documents evidencing the dedication value if such is determined in a commercially reasonable manner, but this acknowledgement does not mean the City has separately evaluated the accuracy of the donating party's valuation of such property for tax purposes, same remaining the sole duty and responsibility of the donating party. All dedications will be evidenced by a Special Warranty Deed subject to all matters of record and any matters that would be disclosed by an accurate survey or inspection of the land and otherwise in a form acceptable to the City Attorney and conveying a fee simple interest (a "Dedication/Donation Deed").

14.4 Neighborhood Parks. Iota will reserve two Neighborhood Park sites, one (1) in Development Unit "A" and one (1) in Development Unit "B". The Neighborhood Park in Development Unit "A" has an area of approximately twelve (12) net acres, and the park in Development Unit "B" has approximately fifteen (15) net acres, for a total of twenty seven (27) reserved net acres. The City and Iota will agree jointly on the location of eighteen (18) usable acres within the twenty-seven (27) reserved acres for the two (2) Neighborhood Parks. "Usable acres" in this context shall mean land that the City is able to program for recreational activities. The selection of amenities in the Neighborhood Parks is subject to the City's discretion and approval. Iota will bear land, construction, title insurance, appraisal, and all other costs related to the dedication and

acceptance by the City of the Neighborhood Parks, and funding for same may be subject to the provisions of Section 22, as applicable. The Landowners and Developers shall have no obligation or requirement to reserve, dedicate, or construct any other Neighborhood Parks.

Iota and/or Developer(s) will improve each Neighborhood Park with such amenities as are reasonably requested by the City at the time of development. Iota and/or Developer(s) will improve and dedicate each Neighborhood Park not later than upon the issuance of the 976th building permit with respect to Development Unit "A" as identified in Table 1 of the PCD ("Intensity/Density Analysis") or by not later than upon the issuance of the 761st building permit with respect to Development Unit "B" as identified in Intensity/Density Analysis, or as otherwise set forth in the RAMP, unless otherwise agreed by the Parties. If Iota and/or Developer(s) elects to improve and dedicate a Neighborhood Park prior to the timing set forth in the previous sentence, then Iota and/or Developer(s) may be responsible for reimbursing the City for the costs to operate and maintain such Neighborhood Park until such time as 50% of the residential building permits are issued within the Development Unit in which such Neighborhood Park is located. The dedication at no cost will be evidenced by a Dedication/Donation Deed. Should the City and Iota and/or Developer(s) agree to expand Development Unit "A's" boundary to encompass the State Land parcel(s) identified as Development Unit "F," then Iota and/or Developer(s) will improve and dedicate the Neighborhood Park in Development Unit "A" by not later than upon issuance of the 1684th residential building permit (approximately 40% of the maximum allowable residential units in Development Units "A" and "F"), unless otherwise agreed by the Parties.

14.5 Trails and Trailheads. The public trailhead shown in Development Unit "A" is to be developed pursuant to the PCD and shall be constructed in accordance with the approved RAMP, as amended. The trailhead shall be located in a manner suitable for connection to a trail system which forms a contiguous and cohesive system within Lake Pleasant Heights and the adjoining communities and regions. The trailhead shall be dedicated to the City pursuant to a Dedication/Donation Deed. The selection of amenities in the trailhead is subject to the City's discretion and reasonable approval.

Public and private trails are to be constructed concurrently with adjacent development on a phased basis per applicable City standards set forth in the RAMP. Landowners and/or Developer(s) shall construct trail improvements in such a way that the trail system forms a contiguous and cohesive system within Lake Pleasant Heights and the adjoining communities and regions. The elements of all trails and paths shall be consistent with those established through the PCD, the approved RAMP, and platting/site planning process and any amendments thereto.

14.6 Relationship of Neighborhood Parks to School Sites. The City's preference is to locate Neighborhood Parks adjacent to public school sites. The PCD currently includes one (1) proposed school site adjacent to a Neighborhood Park in Development Unit "A" within the Properties. The City's preference is for Neighborhood Parks to include shared facilities for active and passive recreation, parking and other typical park uses provided the size of the school sites and the parks are not significantly

diminished. The school site acreage requirement approved by a school district shall in no way affect the acreage required for a Neighborhood Park.

15. School Sites. The PCD includes one (1) proposed school site within Development Unit "A" within the Properties. A second potential school site is contemplated within Development Unit "E", which is included within the PCD but is not a part of the Properties; however, the second potential school site contemplated within Development Unit "E" provides a benefit to the Lake Pleasant Heights Properties as a whole. The second school site shall be the obligation of the successful bidder for the Additional Property (as defined in Section 21).

16. Water, Wastewater and Reclaimed Water Service and Infrastructure.

16.1 Water. The Properties will obtain potable water from the City's regional potable water system. All infrastructure needs for the delivery of potable water are the sole responsibility of the Landowners or the Developers of the portion of the Properties to be serviced with such water. If certain infrastructure needs for water are included within an Infrastructure Improvement Plan ("IIP") adopted in accordance with the provisions of A.R.S. § 9-463.05 et seq., then the provisions of Section 22 of this Agreement will apply. City agrees to use its best efforts to treat all water infrastructure requirements in a consistent and non-discriminatory manner. To the extent the Landowners or any Developer constructs any facilities prior to construction by the City, the Landowners or the applicable Developer shall be responsible for such costs and/or may participate with other area developers in such costs to provide all necessary water for development in accordance with City standards and regulations (as well as all other governmental regulation(s) related to providing water resources) existing at the time of submission of a preliminary plat for the Properties or for any phase of the Properties. Any entitlement to impact fee credits or reimbursements is subject to the provisions of Section 22 below. The primary water service to the Properties shall include connection to an off-site transmission line crossing the Agua Fria River to the southeast of the Properties, which crossing is currently anticipated to be along the Lone Mountain Road alignment. The Landowners shall pay their proportionate share of the Lone Mountain Transmission Main pursuant to the Lone Mountain JDA and all other related infrastructure and/or services that are necessary for, and associated with, the Properties' development needs. The City's Integrated Water Utilities Master Plan anticipates that other offsite connections to the Properties will be made in the future, including transmission mains from Loop 303 to El Mirage Road along Lone Mountain Parkway and from Lone Mountain Parkway northward along El Mirage Road to the Properties. The Landowners will be required to pay their proportionate share of the cost of these off-site pipelines; however, the Landowners will not be required to participate in other regional offsite pipelines as may be provided for in the City's Integrated Water Utilities Master Plan. All on-site water infrastructure shall be constructed pursuant to the City's Integrated Water Utilities Master Plan, and any water master plan developed by the Landowners and approved by the Public Works-Utilities Director, in effect at the time of any phased development of the Properties.

16.2 Water Redundancy. As part of the City's requirements with respect to water, the Landowners are required to satisfy the City's redundancy standards. Upon completion of the improvements that are the subject of the Lone Mountain JDA and the Westland JDA, Landowners will have satisfied the City's water redundancy standards and Landowners will have no obligation to construct any additional water wells on the Properties. If the City determines that it is necessary for the City to construct any additional water wells to meet the City's redundancy standards, the City may apply collected impact fees to some or all of the City's costs.

16.3 Wastewater. The Properties are located in the sewer basin that flows to the Jomax Water Reclamation Facility (the "Jomax WRF") owned and operated by the City. The Landowners or the developers shall be responsible at their cost for the construction of all wastewater infrastructure required to serve the Properties pursuant to the City's Wastewater Master Plan, and any wastewater master plan developed by the Landowners and approved by the Public Works-Utilities Director, in effect at the time of any phased development of the Properties. If the City determines that any additional wastewater infrastructure is required for other purposes, the City shall be responsible for the costs of such infrastructure. To the extent the Landowners and/or Developer(s) constructs any of the facilities prior to the City, the Landowners and/or Developer(s) is responsible for such costs and/or may participate with other area developers in such cost in an amount and as agreed to by the area developers. The application of impact fee credits or reimbursements to any such infrastructure is subject to the provisions of Section 22.

16.4 Reclaimed Water. The City requires that the Landowners and/or Developer(s) use reclaimed water to irrigate turf facilities which are ten acres or larger, including but not limited to parks, schools and golf courses. The City rate for reclaimed water will apply. The City acknowledges that in the event sufficient reclaimed water capacity is not available from the Jomax WRF reclaimed water system and/or the Padelford WRF at the time a Landowner and/or Developer(s) constructs a turf facility requiring the use of reclaimed water, that Landowner and/or Developer(s) may use a reasonably acceptable alternative water source, as determined by the City, on an interim basis until sufficient capacity is available from such facilities.

The PCD does not contemplate large turf areas on the Properties. The Landowners and/or Developer(s) are responsible at their cost for the construction of any expansion of the reclaimed water system, including all conveyance systems, to the extent required for the Properties. Upon construction and approval by the City, such improvements will be dedicated to the City.

16.5 Westland Booster Station Water Campus. Landowners are participating in the funding and construction of the initial phase of the Westland Booster Station Water Campus which is a regional water storage and pumping facility that will provide storage capacity, booster capacity to the properties situated within Water Pressure Zones 5, 6, and portions of 7 (commonly called Phase 1 of the Westland Booster Station Water Campus) as more particularly described in the Westland JDA. Each party participating in the Westland JDA is allocated water storage and

pumping capacity based on its proportionate share of the "Improvement Costs" (as defined in the Westland JDA). City acknowledges and agrees that, provided that Landowners have paid their respective proportionate shares of the "Improvement Costs" and otherwise materially complied with the Westland JDA, that upon completion of Phase 1 of the Westland Water Campus, Landowners shall be entitled to their respective proportionate shares of water service from the Westland Water Campus. City further acknowledges and agrees that, provided the Westland Water Campus is otherwise operational, the Lone Mountain Transmission Main need not be completed or operational in order for the Properties to be served by the currently available water supply. It is acknowledged that in order to serve Water Pressure Zones 7 (portion), 8 and 9 both the Phase 2 improvements and the Lone Mountain Transmission Main must be completed and operational.

17. Construction. To the extent the Landowners and/or any future Developer develop the Properties, the Landowners or any Developer, as applicable, shall have the right and the obligation, at any time after the execution of this Agreement, to dedicate land, subject to the City's or other applicable jurisdiction's acceptance at no cost to the City, and/or construct or cause to be constructed and installed any or all portions of the Infrastructure that relate to the portions of the Properties developed by such Landowner or any Developer, as applicable. All such construction performed by the Landowners or Developer, as applicable, shall be performed in compliance with this Agreement, the PCD, and applicable rules and regulations, and shall be dedicated to the City upon the City's inspection and acceptance. Dedications of real property may be subject to impact fee credits or reimbursements, if any, subject to the application of Section 22. The Landowners or any Developer, as applicable, their respective agents, and employees, shall have the additional right, upon receipt from the City of an appropriate permit, as required by applicable rules and regulations, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to permit construction of the Infrastructure, or reasonably necessary to maintain or repair such Infrastructure, including privately-owned infrastructure, all as allowed by the permit, provided that the use of such easements and rights-of-way shall not impede or adversely affect the City's use and enjoyment thereof and provided that the Landowners or any Developer, as applicable, shall restore such easements and rights-of-way to their condition prior to its entry upon completion of such construction, repairs or maintenance. Subject to obtaining the required permit from the City, and as allowed by the terms of such permit once obtained, the prior dedication of any easements or right-of-way shall not affect or proscribe the Landowner's right to construct, install, and/or provide Infrastructure thereon or thereover. The City, as necessary to implement the Infrastructure Plans, shall cooperate reasonably with: (a) at the sole cost of the Landowners or any Developer, as applicable, the abandonment of any unnecessary public rights-of-way or easements currently located on the Properties and not otherwise used or required by other members of the public; (b) a Landowner's or any Developer's requests or applications with Maricopa County or other appropriate governmental entities regarding the abandonment or acquisition of public rights-of-way or easements necessary to develop the Properties; (c) establishing intergovernmental agreements with Maricopa County or other applicable governmental authorities regarding the improvement of roads adjacent to the Properties

to the extent agreement can be reached with the County or such other applicable governmental authorities; (d) a Landowner's or any Developer's request to work with adjacent landowners regarding the installation of consistent landscaping within and next to perimeter arterial roadways; and (e) a Landowner's or any Developer's request to the appropriate governmental entities for assistance in acquiring necessary off-site public rights-of-way or easements. The City reserves the right to require Landowners or any Developer of the Properties or any portion thereof, as applicable, to oversize the water, wastewater and reclaimed water systems to accommodate other developments; provided, however, that the incremental cost between what is required to serve the Properties and the oversizing will be paid by the City to the Landowner and/or the Developer of such portion of the Properties. The City may elect to charge and collect fees from third parties seeking to utilize such oversizing. The Landowners or applicable Developer will comply with the City's Infrastructure Guide in providing assurances for all public infrastructure.

18. Public Safety.

18.1 LPH Fire Station Site. G3/N will reserve one (1) permanent public safety facility site for the location of a permanent fire station ("LPH Fire Station Site"). The size of the LPH Fire Station Site shall be approximately, but no less than, two and a half (2.5) acres (excluding land that is reserved for right-of-way or is otherwise unsuitable for construction of a fire station). The LPH Fire Station Site will be mutually agreed upon by G3/N and the City and generally located in the area depicted on Figure 18 ("Emergency Response Plan") as Parcel C-PUB.1 of the approved PCD; provided, however, notwithstanding the foregoing, the LPH Fire Station Site shall be: (a) north of the Central Arizona Project canal ("CAP"); (b) within the service area for Phase I of the Westland Water Campus; and (c) will be adjacent to a collector or arterial street. No plat can be recorded for any of the Property located north of the CAP until both (1) the City's Fire Chief has issued a written approval for the LPH Fire Station Site location, and (2) the Landowner has provided to the City a recorded special warranty deed, a title insurance policy, and an ALTA Survey for the LPH Fire Station Site. G3/N may, but shall not be obligated to, convey the LPH Fire Station Site to the City until the later of (a) the date that Iota submits a Final Plat to the City for any portion of the Property located north of the CAP, and (b) six (6) years after the Effective Date. The LPH Fire Station Site shall be reimbursable to G3/N by way of impact fee credits and reimbursements, based on the amount specified in the City's approved IIP or the appraised value of the property at the time of conveyance, whichever is lesser. If G3/N fails to dedicate the LPH Fire Station Site as of the later of (a) the date that Iota submits a Final Plat to the City for any portion of the Property located north of the CAP, and (b) six (6) years after the Effective Date (and Iota has not previously conveyed a replacement site as provided below), in addition to any other rights and remedies available to the parties under this Agreement, the City shall accept a dedication from Iota for a similar site in a similar area and such site shall be for purposes of this Agreement, the "LPH Fire Station Site"; provided such replacement site: (a) will be located north of the CAP; (b) will be within the service area for Phase I of the Westland Water Campus; (c) will be adjacent to a collector or arterial street; (d) will be in a location that can serve the entire area depicted in Figure 18 of the PCD ("Emergency

Response Plan"); and (e) shall not require the site dedication, construction or equipping of a secondary fire station to supplement the LPH Fire Station Site. If Iota desires to submit a Final Plat to the City for any portion of the Property located north of the CAP prior to six (6) years after the Effective Date and G3/N has not previously conveyed the LPH Fire Station Site to the City, the City will accept a replacement site from Iota meeting all of the requirements above. In case of any such dedication, Iota shall have all of the rights and obligations G3/N has herein with respect to the LPH Fire Station Site, including the above provisions for impact fee credits and reimbursements.

18.2 LPH Fire Station. No building permits within the Properties shall be issued for areas north of the CAP until the LPH Fire Station (either permanent or interim) is operational.

a. Construction; Reimbursement. The Landowner who obtains the first site development permit for grading or utilities on its Property north of the CAP (*i.e.*, permits required for commencing construction of vertical improvements) ("Site Development Permit") shall be responsible for the construction and equipping of the LPH Fire Station (subject to any separate joint development agreement or similar agreement between the Landowners in their sole and absolute discretion, as long as any such agreement does not alter the terms of this Agreement). At such time as fire impact fees collected in the City (except for those collected on the Properties, which shall be allocated only to the LPH Fire Station) reach the amount of $6,500,000 for the Vistancia Fire Station and, upon the Landowner's dedication of the LPH Fire Station to the City, the Landowners shall receive fire impact fees collected by the City in the amount specified in the City's approved IIP for the LPH Fire Station (subject to receipt of interim progress payments as provided below). For informational purposes only, as of June 6, 2016, the City had collected approximately $4.4M in fire impact fees. Landowners may request progress payments for construction under this Subsection up to the amount of impact fees collected from the Properties and any balance of fees above the $6,500,000. For purposes hereof, "LPH Fire Station" shall mean the permanent fire station constructed on the LPH Fire Station Site, which fire station shall: (a) be consistent with the scope and expense of the City's other standard fire stations most recently constructed; (b) be equipped with the then standard Permanent Fire Station Equipment (as maintained by the Office of the Peoria Fire Chief); and (c) include one standard fire engine of the type then used in typical City fire stations.

b. Operational Expenses. The Landowners and the City shall share in the LPH Fire Station Costs (defined below) as set forth herein. The Landowner who first obtains any Site Development Permit on the Property north of the CAP shall initially be responsible to pay the City for all of the annual operating expenses incurred in connection with the operation of the LPH Fire Station by the City ("LPH Fire Station Costs"). The LPH Fire Station Costs will commence beginning the first quarter following the issuance of a site grading permit for the interim fire station pursuant to Section 18.2(c) below; or six (6) months following the issuance of a building permit for the LPH Fire Station, whichever occurs first. The other Landowner shall be responsible to pay the City prospectively for its prorata share of the LPH Fire Station Costs as provided below when

it obtains its first Site Development Permit for its portion of the Property north of the CAP, but will not be obligated to reimburse the City or other Landowner for any LPH Fire Station Costs incurred prior to obtaining its first Site Development Permit for its Property. If only one Landowner has obtained a Site Development Permit when each equivalent dwelling unit ("EDU") threshold is met, that Landowner shall be responsible for the full non-City share of the annual operating expenses. The EDU conversion table for different classes of improvements, *e.g.*, multifamily, retail, office, etc., is attached hereto as ***Exhibit C***. Once each Landowner has obtained its first Site Development Permit for its respective Property north of the CAP, Iota Purple will be responsible to pay the City prospectively for its prorata share of the LPH Fire Station Costs as provided below and G3/N will be responsible to pay the City prospectively for its prorata share of the LPH Fire Station Costs as provided below. As EDUs within the Fire Service Area are permitted, each Landowner's and the City's share of the LPH Fire Station Costs shall be reallocated and set according to the schedule provided below. Landowner(s) annual contribution of their portion of LPH Fire Station Costs will be determined on June 30 of each year for the following fiscal year and shall be based on the aggregate number of EDUs permitted in the Fire Service Area as of that date, and billed in quarterly installments according to the schedule provided below for the following fiscal year (July 1 – June 30). Costs will be consistent with the scope and expense of the City's other standard fire stations. Upon the payment of Impact Fees in connection with the issuance of building permits, each EDU permitted in the Fire Service Area shall be counted as an element of the EDUs contributing to the unit count of EDUs in the Cost Sharing Formula. Notwithstanding the previous sentence, the responsibility of Landowner(s) to fund the LPH Fire Station Costs shall end at the beginning of the next billing quarter following the earlier to occur of: (i) the 1,500th EDU permitted within the Properties and the Fire Service Area, or (ii) six (6) years after the LPH Fire Station is completed (if 750 EDUs have been permitted within the Properties and the Fire Service Area at that time and, if not, at the beginning of the next quarterly billing after the 750th EDU is permitted). The Fire Service Area is generally located within a five (5) minute emergency response time radius of the LPH Fire Station and includes properties within all of Sections 10, 11, and 14, and the northeast quarter of Section 15, of Township 5N, Range 1W, as depicted on ***Exhibit D***.

LPH Fire Station Fire Services Operating Cost Sharing Formula:

EDUs	Fire Station Staffing	City's Share of Cost	Landowner's* Share of Cost	*Individual Landowner's Percentage of Cost	
				Iota	G3/N
0	13.5	0%	100%	80%	20%
750	13.5	50%	50%	40%	10%
1,125	13.5	75%	25%	20%	5%
1,500	13.5	100%	0%	0%	0%

* (Subject to the effect of the second and third sentences of Section 18.2(b) above)

For example, if Iota pulls the first Site Development Permit north of the CAP, it will pay 100% of the LPH Fire Station Operating Costs until July 1 of the year after 750 EDUs are

permitted within the Fire Service Area, at which time the City will pay 50% of the LPH Fire Station Operating Costs and Iota will pay 50% of the LPH Fire Station Operating Costs (subject to the termination provisions above). If G3/N pulls its first Site Development Permit the following December, beginning with the next billing quarter, *i.e.*, January 1 of the following year, City will pay 50% of the LPH Fire Station Operating Costs, Iota will pay 40% of the LPH Fire Station Operating Costs, and G3/N will pay 10% of the LPH Fire Station Operating Costs (subject to the termination provisions above), until the next EDU threshold is met, and G3/N will not be required to pay or reimburse Iota or the City for any LPH Fire Station Operating Costs previously incurred. Beginning on July 1 of the year after 1,125 EDUs are permitted within the Fire Service Area, the City will pay 75% of the LPH Fire Station Operating Costs, Iota will pay 20% of the LPH Fire Station Operating Costs, and G3/N will pay 5% of the LPH Fire Station Operating Costs (subject to the termination provisions above). Until G3/N obtains its first Site Development Permit for its Property north of the CAP Iota shall continue to pay the full non-City portion of the operating costs. Beginning on the first billing quarter after G3/N obtains a Site Development Permit, G3/N will share in the Landowners' portion of the operating costs as provided above. If G3/N does not pull its first Site Development Permit for its Property north of the CAP until after the Landowner payment obligations have terminated, G3/N will not be required to pay or reimburse Iota or the City for any LPH Fire Station Operating Costs previously incurred.

c. Interim Fire Station. Landowner(s) may elect to utilize an interim fire station structure (*e.g.*, use of modular buildings, trailers, standard fire engine) for a period including and up to the issuance of 750 EDUs north of the CAP on the Properties. The City shall issue no additional residential building permits on the Property north of the CAP until the Landowners construct and dedicate to the City a permanent LPH Fire Station. The costs associated with establishing an interim fire station structure shall not be reimbursable by Impact Fees; provided, however, the costs associated with acquisition of standard fire equipment and vehicles to be used in connection with the interim fire station structure shall be fully reimbursable to Landowner(s) with Impact Fees in the amount identified in the City's approved IIP immediately upon such equipment and vehicles being put into service. In the event the City has not collected adequate impact fees to reimburse fully Landowner(s) for the fire equipment and vehicles, the City shall provide quarterly reimbursements until the full amount is reached. Landowner(s) and the City shall be responsible for the operational expenses incurred in connection with any interim fire station structure in the same manner as described in Section 18.2(b), above, except that the fire station staffing will be assigned to the interim fire station in a manner consistent with the interim fire station's facilities resources and demands, as determined by the Fire Chief.

18.3 Payment of Police Officer Staffing Costs and Operational Expenses. The Landowners and the City shall share in the payment of all costs of police officer staffing for the Property as follows:

a. Development South of the CAP. Upon the issuance of the first Site Development Permit on the Property south of the CAP by a Landowner, Iota shall

pay to the City 100% of the costs associated with the staffing of two police officers and the acquisition of one all-terrain patrol vehicle. The costs associated with the all-terrain patrol vehicle shall be reimbursable to Iota with Impact Fees in accordance with the City's approved IIP immediately upon such vehicle being put into service. As EDUs south of the CAP are permitted, Iota's and the City's share of police officer staffing costs shall be allocated and set according to the schedule provided below. Landowner(s) annual contribution toward the Police costs will be determined on June 30 of each year and shall be based on EDUs that have been permitted as of that date, and billed in quarterly installments according to the schedule provided below for the following fiscal year (July 1 – June 30). Notwithstanding the previous sentence, the responsibility of Iota to fund the police officer staffing costs for development south of CAP shall end at the beginning of the next billing quarter following the earlier to occur of: (i) the 1,500th EDU has been permitted on the Properties, or (ii) six (6) years (if 750 EDUs have been permitted on the Properties at that time and, if not, when the 750th EDU is permitted).

EDUs	City's Share of Cost	Iota's Share of Cost
750	50%	50%
1,125	75%	25%
1,500	100%	0%

b. Development North of the CAP. Upon the issuance of the first Site Development Permit on the Property north of the CAP by a Landowner, the Landowner requesting such permit shall initially pay to the City 100% of the costs associated with the staffing of two police officers and the acquisition of one all-terrain patrol vehicle (subject to any separate joint development agreement or similar agreement between the Landowners in their sole and absolute discretion). The costs associated with the all-terrain patrol vehicle shall be reimbursable to that Landowner with Impact Fees in accordance with the City's approved IIP immediately upon such vehicle being put into service. The other Landowner shall be responsible prospectively to pay the City for its prorata share of the police officer staffing costs when it obtains its first Site Development Permit on its portion of the Property north of the CAP, but will not be obligated to reimburse the City or other Landowner for any police officer staffing costs incurred prior to obtaining its first Site Development Permit for its Property. If only one Landowner has obtained a Site Development Permit when each EDU threshold is met, that Landowner shall be responsible for the full non-City share of the annual operating expenses. Once each Landowner has obtained at least one (1) Site Development Permit for its respective Property north of the CAP, Iota will be responsible to pay the City prospectively for its prorata share of the police officer staffing costs as provided below and G3/N will be responsible to pay the City prospectively for its prorata share of the police officer staffing costs as provided below. Landowner(s) annual contribution toward the police costs will be determined on June 30 of each year and shall be based on the number of EDUs permitted north of the CAP on the Properties as of that date, and billed in quarterly installments according to the schedule provided below for the following fiscal year (July 1

– June 30). As EDUs north of the CAP are permitted, each Landowner's and the City's share of police officer staffing costs shall be reallocated and set according to the schedule provided below. Notwithstanding the previous sentence, the responsibility of Landowner(s) to fund the police officer staffing costs shall end on the earlier to occur of: (i) six (6) years after the first Site Development Permit for the Property north of the CAP is issued (if 750 EDUs have been permitted on the Properties at that time and, if not, when the 750th EDU has been permitted); or (ii) the next quarterly billing date (July 1, October 1, January 1, and April 1) following the permitting of the 1,500th EDU on the Properties.

EDUs	City's Share of Cost	Landowner's* Share of Cost	*Individual Landowner's Percentage of Cost	
			Iota	G3/N
0	0%	100%	65%	35%
750	50%	50%	32.5%	17.5%
1,125	75%	25%	16.25%	8.75%
1,500	100%	0%	0%	0%

* (Subject to the effect of the first and second sentences of Section 18.3(b) above)

For example, If Iota pulls the first Site Development Permit north of the CAP, it will pay 100% of the police officer staffing costs until July 1 of the year after 750 EDUs are permitted north of the CAP, at which time the City will pay 50% of the police officer staffing costs and Iota will pay 50% of the police officer staffing costs (subject to the termination provisions above) until such time that G3/N obtains its first Site Development Permit. If G3/N obtains its first Site Development Permit the following December they would begin paying 17.5% as of January 1 and Iota's proportionate share would reduce to 32.5% until such time that the next threshold is met. If G3/N does not pull its first Site Development Permit, Iota will continue to pay the full non-city portion of the operating costs until G3/N pulls a Site Development Permit (subject to the termination provisions above) and G3/N will not be required to pay or reimburse Iota or the City for any police officer staffing costs previously incurred. If G3/N does not pull its first Site Development Permit north of the CAP until after the Landowner payment obligations have terminated, G3/N will not be required to pay or reimburse Iota or the City for any police officer staffing costs previously incurred.

18.4 Impact Fees. To the extent impact fee credits and reimbursements apply, the provisions of Section 22 will govern their application and then only to the extent allowed by law. Landowners acknowledge and agree that interim improvements and operational costs are not impact fee eligible and such improvements and operating costs will be provided and delivered to the City at Landowners' cost unless and to the extent that any legislative changes are made in the future which provide that such improvements and operating costs are impact fee eligible.

18.5 Police Presence During Construction. The Landowners or any Developer may rent City police department cars/vehicles, provided that off-duty City police officers will be utilizing the cars as they patrol the Property. The off-duty work is authorized for City police department sworn officers at the then applicable City rate for off-duty officers and same shall be paid by the Landowners or any Developer directly to the officers. The off-duty rate of pay is examined annually and is subject to revision each year. The department vehicles may be available for use for off-duty work, based upon availability, at the then-existing rate for hourly usage, which would be paid by the Landowners or any Developer to the City.

18.6 Failure to Pay Public Safety Operational Expenses Due. If any Landowner fails to pay its prorata share of the expenses pursuant to Sections 18.2b., 18.3a., and/or 18.3b. hereof, after written notice from the City as provided below, such Landowner shall be in default under this Agreement and the City may exercise any and all rights and remedies granted under this Section 18 and Section 34 below. All amounts due and owing under this Section 18 from any Landowner not paid when due hereunder and remaining unpaid five (5) City business days after written notice of such failure from the City ("Unpaid Funds") shall bear interest at the rate of eighteen percent (18%) per annum (the "Interest") until paid in full. Any Landowner (“Paying Landowner”) may, but shall not be required to, advance Unpaid Funds due from any other non-paying Landowner ("Non-Paying Landowner") and shall be reimbursed the amount advanced plus Interest at the time the Non-Paying Landowner pays its Unpaid Funds. The obligation of a Non-Paying Landowner to reimburse Paying Landowner pursuant to Sections 18.2b., 18.3a, and/or 18.3b. shall survive the termination of this Agreement. If a Paying Landowner advances funds on behalf of a Non-Paying Landowner and such Non-Paying Landowner has not timely reimbursed the entire amount advanced plus Interest as and when demanded in writing by the advancing Paying Landowner, then the City shall enter into a repayment agreement with the Paying Landowner for reimbursement of the entire amount advanced plus Interest ("Repayment Agreement"). The Repayment Agreement will automatically terminate after 10 years, and any payments received by the City pursuant to the Repayment Agreement shall be paid to the Paying Landowner until the Paying Landowner is paid in full or the expiration of the Repayment Agreement. The City's obligation to make payments to the Paying Landowner shall be limited to the amounts collected pursuant to a Repayment Agreement, and the City's obligation shall terminate when the Repayment Agreement terminates; provided, however, such termination shall not relieve the Non-Paying Landowner from its obligations hereunder. When any Non-Paying Landowner has fully paid its Unpaid Funds plus Interest, the Paying Landowner shall provide to City a written certification to such effect and the City shall release and terminate the Repayment Agreement. If any Landowner fails to pay any amounts owed by it hereunder, the City reserves the right to suspend either the recording of new Final Plats or the issuance of Site Development Permits for the Non-Paying Landowner until the past due amount is paid in full, including the payment of all repayment agreements fees and Interest.

19. Transportation.

19.1 Improvements. Except as indicated below in Subsections 19.2, 19.3, 19.4, and 19.5, the City and the Landowners agree that the Landowners or any applicable Developer will ultimately be responsible for its proportionate share of the roadway improvements included in the Lake Pleasant Heights Traffic Impact Analysis prepared by VA Consulting, Inc. (as revised from time to time at the direction of the City Engineer), and last revised on December 2014 (hereinafter referred to as the "Traffic Study"). Future proposed updates to the Traffic Study will be subject to the approval of the City Engineer in his reasonable discretion. The Landowners or applicable Developer and the City Engineer may from time to time agree that the Traffic Study will be updated and re-approved by the City Engineer. Phasing of the roadway infrastructure will be determined on a cooperative basis by the Parties (with the ultimate decision/conclusion being made by the City Engineer) during the relevant platting process. Following construction of any such roadway improvements and approval and acceptance of same, the Landowners or any applicable Developer will dedicate said improvements to the City or, as may be appropriate with respect to certain off-site roadway improvements, to the appropriate public entity relevant to the jurisdictional location of such roadway. The City and the Landowners may agree that certain roadway infrastructure, such as median and shoulder landscaping, sidewalks, paths or trails, may be dedicated to the City but that a homeowners association or sub-association thereof within the Properties will be responsible for maintenance of any such dedicated infrastructure.

19.2 Regional Roads. The Parties acknowledge that both the 2012 Specific Area Plan and the City's General Plan (collectively "Plans") designate El Mirage Road as a north/south parkway to provide regional access from the Properties to State Highway 74, and Westland Road as a west/east major arterial from the Properties to Loop 303. Portions of these off-site roadways may be required to provide roadway connections for the Properties. It is acknowledged by the Parties that certain segments of the listed regional roads (including El Mirage Road and Westland Road), after the Agreement is entered into, may be included within the City's IIP, and that therefore development costs related to same may be eligible for impact fee credits and reimbursements. From time to time, the City updates the land use assumptions and IIP. The City agrees to use its best efforts to include the Landowners and/or Developers as interested parties during the update process. The Parties recognize that any access to State Route 74 will be subject to the access management plan of the Arizona Department of Transportation.

19.3 Redundant Point of Access. The Parties acknowledge that to ensure a reliable transportation network for the Properties there will be a minimum of two (2) points of access. When a residential building permit has been issued for the 500th home on the Properties, the Landowner(s) will provide a second access to the City's existing street network in order to provide a wholly separate ingress/egress route to and from the Properties from Lone Mountain Road north along the El Mirage Road alignment to a point on Westland Road that has been improved to public standards in accordance with Section 17 ("Secondary Access"). The Landowners and City Engineer shall work

together in order to agree on the roadway infrastructure needed to meet this requirement with final discretion resting with the City Engineer; provided, however, that it is the intention of the parties that the Secondary Access shall mean an all-weather access road meeting the minimum standards for a fire apparatus access road complying with Sections 503.1 and 503.2 of the International Fire Code (or any successor sections) with the City of Peoria Amendments. The City may, in its sole and absolute discretion, upon reasonable advance notice to Landowner(s), elect to enhance the Secondary Access to a full width roadway or otherwise, in which case the City will construct the roadway or fund the differential costs between the full width roadway and an all-weather access road to be constructed by the Landowner(s). The City only shall fund the portion across State Land ownership, with funding not to exceed 50% of the total project cost for this section of the roadway. Subject to the process described above, the obligation to provide a redundant point of access is presupposed not necessarily to include an obligation for the Landowners to construct El Mirage Road from the Properties to State Highway 74 or to construct Westland Road from the Properties to Loop 303.

19.4 Acquisition of Rights-of-Way and Easements from Private Property Owners. The Landowners or any applicable Developer will use commercially reasonable efforts to acquire from private property owners any and all necessary rights-of-way and easements for off-site transportation improvements for which the Landowners or applicable Developer is responsible and such rights of way and easements will be in a form acceptable to the City Attorney. If the Landowners or applicable Developer is unable to acquire such rights-of-way or easements from private property owners within a commercially reasonable time period, then the City shall exercise its power of condemnation to the full extent permitted by law to acquire such right-of-way, provided the City has received (1) notice from the Landowners or any applicable Developer of the Landowners' or Developer's inability to acquire the right-of-way or easement pursuant to this Section, and (2) all other necessary documents (*e.g.*, satisfactory environmental, reports, appraisals, etc.) for condemnation. In the event the City exercises its power of condemnation pursuant to this Section, the Landowners or applicable Developer will be responsible for all costs of condemnation, including but not limited to reasonable attorneys' fees.

19.5 Acquisition of Rights-of-Way and Easements from Public Property Owners. The Landowners or applicable Developer will use commercially reasonable efforts to acquire from public property owners, including but not limited to the Arizona State Land Department, the Central Arizona Water Conservation District and the United States, any and all necessary rights-of-way and easements for offsite transportation improvements for which the Landowners or any applicable Developer is responsible. The City will cooperate as reasonably necessary with such efforts, including but not limited to serving as an applicant or co-applicant on necessary governmental applications and such rights of way and easements will be in a form acceptable to the City Attorney. The Landowners or any applicable Developer will be responsible for all costs associated with acquiring right-of-way and easements from public property owners.

20. Drainage.

20.1 Improvements. Except as indicated below in Subsections 20.2 and 20.3, the City and the Landowners or any applicable Developer agree that the Landowners or any applicable Developer will ultimately be responsible for the drainage improvements included in a Lake Pleasant Heights Master Drainage Plan to be prepared by an engineering firm acceptable to the City and approved by the City Engineer (as revised from time to time at the direction of the City Engineer) (hereinafter referred to as the "Drainage Plan"). The City Engineer will have reasonable discretion with reference to the updates to the Drainage Plan in addition to such being ultimately approved by the City Engineer. The Landowners or any applicable Developer and the City Engineer may from time to time agree that the Drainage Plan will incorporate applicable Maricopa County Flood Control Drainage Master Plans and those of adjacent offsite developments. Such drainage plans will be updated and then must be re-approved by the City Engineer. Phasing of the drainage infrastructure will be determined on a cooperative basis by the Parties (with the ultimate decision/conclusion being made by the City Engineer) during the relevant platting process. Should any drainage improvements be included in an IIP, credits or reimbursements, if any, are subject to the provisions of Section 22.

20.2 Acquisition of Rights-of-Way and Easements from Private Property Owners. The Landowners or any applicable Developer will use commercially reasonable efforts to acquire from private property owners any and all necessary (in the City's judgment) rights-of-way or easements for offsite drainage improvements and such rights-of-way and easements will be in a form acceptable to the City Attorney. If the Landowners or any applicable Developer is unable to acquire such right-of-way or easement from private property owners within a commercially reasonable time period, then the City may exercise, in accordance with City Council Policy 3-1, "Real Property Acquisition and Eminent Domain," its power of condemnation to the full extent permitted by law to acquire such right-of-way or easement. The City may exercise its power of condemnation after receipt by the City of: (1) notice from the Landowners or any applicable Developer of the Landowner's or Developer's inability to acquire the right-of-way or easement pursuant to this Subsection 17.2; and (2) all other necessary documents (e.g. satisfactory environmental, reports, appraisals, etc.) for condemnation. In the event the City exercises its power of condemnation pursuant to this Subsection 17.2, the Landowners or any applicable Developer will be responsible for all costs of condemnation, including but not limited to reasonable attorneys' fees.

20.3 Acquisition of Rights-of-Way and Easements from Public Property Owners. The Landowners or any applicable Developer will use commercially reasonable efforts to acquire from public property owners, including but not limited to the Arizona State Land Department, the Central Arizona Water Conservation District and the United States, any and all necessary (in the City's judgment) rights-of-way and easements for offsite drainage improvements. The City will cooperate with such efforts, including but not limited to serving as an applicant or co-applicant on necessary governmental applications. The Landowners or any applicable Developer will be responsible and unreimbursed for all costs associated with acquiring right-of-way and

easements from public property owners and such rights of way and easements will be in a form acceptable to the City Attorney.

21. Additional Property. The Project also includes approximately one-thousand three hundred ninety-six (1,396) acres of land currently held in trust by the Arizona State Land Department ("Additional Property"). The City agrees that if a Landowner takes title to all or a portion of the Additional Property, then at the request of such Landowner, the City will amend this Agreement to incorporate into this Agreement such Additional Property; thereafter, such Additional Property shall be included in the Properties and shall be subject to and shall benefit from and be burdened by all provisions of this Agreement applicable thereto and any reference herein to the Properties shall include such Additional Property.

22. Development Impact Fees. Pursuant to A.R.S. § 9-463.05 ("Impact Fees") in order to collect Impact Fees the City is required to adopt an IIP outlining the particular infrastructure, improvement, or real property subject to the fee. The Landowners and Developer(s) recognize that the City, over time, will refine and update the City IIP in accordance with A.R.S. § 9-463 pertaining to impact fees. The Landowners acknowledge that the City has reasonable discretion in deciding whether to include within an IIP, or remove from inclusion in an IIP, any infrastructure, infrastructure improvements or real property. The City acknowledges that some of the dedications, and or improvements which the Landowners and/or Developers are required to provide, install/or pay for are not in the current IIP because they extend beyond the ten (10) year timeframe of the IIP. The City and Landowners, for themselves and all future Developers, agree to work together in future updates of the IIP to consider inclusion of infrastructure required by Landowners or any applicable Developer hereunder that may be eligible to be funded with Impact Fees based upon a reasonable methodology consistent with a standard city wide approach. If included within an IIP, the City agrees to provide Landowners or any applicable Developer with impact fee credits, offsets and/or reimbursements for all such eligible infrastructure to prevent the Landowners or any applicable Developer from being double charged for eligible facilities.

22.1 Impact Fee Credits. The Landowners and/or Developers, as applicable, are entitled to Impact Fee credits, offsets and/or reimbursements collected by the City for property dedications or for infrastructure or infrastructure improvements made or constructed by Landowners and/or Developers, as applicable, so long as the dedications or improvements are included within an Impact Fee category within the established Zone that includes Lake Pleasant Heights, and so long as the property or improvements are identified in an IIP and Impact Fees have, in fact, been collected. Any accrual of credits is governed by A.R.S. § 9-463.05, and amendments thereto, as well as by Peoria City Code Chapter 20, and amendments thereto. If the City does not impose an Impact Fee, the Landowner and/or Developers, as applicable, are not eligible for credits (offsets or reimbursements) for any property dedications or infrastructure improvements. Any development Impact Fee credits not used in connection with the development of the Properties will be deemed extinguished.

22.2 Interest. In no event will the City be required to pay interest on the costs of constructing public infrastructure or improvements thereto or for real property dedications, or other things, if any, the costs of which may be subject to development impact fee credits, or otherwise.

23. Financing of Improvements. The Parties acknowledge that certain of the infrastructure described in this Agreement may be eligible for and the Landowners or any Developer may submit an application to the City for consideration of the formation of a Community Facilities District ("CFD") pursuant to A.R.S. §48-701 as is now, or hereinafter, authorized under applicable law. The Landowner(s) may submit an application to the City to consider the possible formation of a CFD to finance construction, acquisition, operation, or maintenance of public infrastructure improvements that principally benefit the Properties and lands within the geographical limits of the CFD.

The Landowners' application for a CFD shall be in accordance with the City's CFD Guidelines and Application Procedures that are in place at the time that the CFD is being considered for formation. If, in the City's sole discretion, the City determines public convenience and necessity requires formation of the CFD, the City may adopt a resolution declaring its intention to form the CFD. Pursuant to A.R.S. § 48-702, or as amended, a CFD resolution shall state, among other things, the area or areas to be included in the district; the date, time and place of the hearing to be held on the possible formation of the district; that formation of the district may result in the levy of taxes or assessments; and the composition of the board of directors best suited to govern the district, and that is allowable by City CFD Policy Guidelines and state statute.

The Parties acknowledge and agree that nothing herein shall be construed or interpreted as a waiver or other abrogation of the City's absolute legislative, and non-delegable, discretion to form a CFD. The Landowner(s), and any heirs, successors, assigns, do hereby acknowledge and agree that, notwithstanding any current or future legislation to the contrary, the Landowner, heirs, successors, and assigns waive, relinquish, and surrender any and all rights and authority that would, or could change, alter, modify, displace, or usurp the City's sole and absolute authority to form and/or operate a CFD.

24. Assignment and Assumption. The Properties may be sold and conveyed, from time to time, in whole or in part, the rights of the Landowners under this Agreement may be transferred or assigned, from time to time, in whole or in part, and the obligations of the Landowners under this Agreement may be delegated, from time to time, in whole or in part, to one or more subsequent Landowners or Developers of all or any portion of the Properties (herein, a "Transferee"), all without the requirement of any consent by or approval of the City; provided, however, that no delegation of any obligations of a Landowner under this Agreement shall release such delegating Landowner (herein, a "Transferor") from liability for payment or performance thereof unless such obligations have been expressly assumed by the Transferee in writing (the "Assumption Agreement") and the Transferor has determined, in the Transferor's sole, good faith judgment, that the Transferee has the experience and financial wherewithal to perform the obligations being

so delegated to such Transferee (a "Qualifying Transferee"). Promptly after the consummation of any Assumption Agreement, the Transferor shall give written notice to the City thereof, including the name and address of the Transferee, a copy of the Assumption Agreement, the allocation of any financial responsibilities under this Agreement between the Transferor and the Transferee, and, if such be the case, notice of the Transferor's determination that the Transferee is a Qualifying Transferee.

25. Successors and Assigns. The burdens and benefits of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. A future owner of any interest in a portion of the Properties will be deemed a successor-in-interest to the Landowner as to the portion of the Properties acquired. Notwithstanding the foregoing, such future owner shall not be deemed a third-party beneficiary with respect to this Agreement, the PCD or approvals relating to any other portion of the Properties not acquired by such future owner, and this Agreement, the PCD, and the approvals relating to any other portion of the Properties not acquired by such future owner, may be amended by the action of the City and the owner of the portion of the Properties for which such amendment is sought in accordance with and subject to the limitations of Sections 8, 9, and 29 of this Agreement.

26. Effective Date of Agreement. The Effective Date of this Agreement is written in the first sentence of the Agreement.

27. Relationship of the Parties. It is acknowledged and understood that the contractual relationship between the Parties is undertaken pursuant to the authorization contained in A.R.S. § 9-500.05 and nothing contained in this Agreement will create any partnership, joint venture or agency relationship among the City and the Landowners or between the Landowners. Except as provided in Sections 24 and 25 hereof, no term or provision of this Agreement is intended to, or will, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation will have any right or cause of action hereunder, whether as a third-party beneficiary or otherwise.

28. Guiding Principles. Because of the size and physical characteristics of the Properties, the Parties recognize that planning and development activities for the Properties will extend over many years. Many of the requirements and procedures provided for in this Agreement and in the Master Plans contemplate that use of the Properties in the future will be subject, in many ways, to procedures, requirements, regulations and ordinances not presently in effect as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was approved and this Agreement is being executed. Consequently, the Parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law.

29. Amendment or Cancellation of the Agreement. This Agreement may be amended or cancelled, in whole or in part and with respect to all or any portion of the

Properties, with the mutual written consent of the Parties hereto. Each Landowner, along with the City, may amend this Agreement as to that portion of the Properties owned by such Landowner, without the consent of any other Landowner, provided the result of such amendment will not materially and adversely affect the Properties or interests of the non-participating Landowner. Within ten (10) days after any such amendment or cancellation of this Agreement, the amendment or cancellation will be recorded by the City in the Official Records of Maricopa County, Arizona.

30. Duration. If not sooner terminated in accordance with the terms of this Agreement, this Agreement will automatically terminate and be of no further force or effect if Landowners fail to record a Final Plat with respect to any portion of the Properties within ten (10) years of the Effective Date of this Agreement, unless the Parties otherwise agree. If a Final Plat is timely filed, this Agreement will expire and terminate twenty-five (25) years after the Effective Date; provided, however, that some provisions of the Agreement may provide for earlier termination of such provision. Extension of the duration of this Agreement may be granted upon written request and signed confirmation agreement between all Parties.

31. Notice.

31.1 Manner of Service. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith ("Notices") will be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified United States Postal Service Mail, return receipt requested, postage prepaid to:

If to the City:	City of Peoria City Manager's Office 8401 West Monroe Street Peoria, Arizona 85345
With a copy to:	City of Peoria City Attorney's Office 8401 West Monroe Street Peoria, Arizona 85345
If to Iota:	Iota Purple, LLC Operating Manager: Tim Connors 4675 MacArthur Court, Suite 1550 Newport Beach, California 92660

With a copy to:	Manjula M. Vaz Gammage & Burnham PLC 2 North Central, 15th Floor Phoenix, Arizona 85004
If to G3/N:	Group Three Properties Noranda Properties LP 4300 North Miller Road, Suite 110-8 Scottsdale, Arizona 85251 Attention: Gary Torhjelm
With a copy to:	Jay S. Kramer Fennemore Craig 2394 East Camelback Road, Suite 600 Phoenix, Arizona 85016-3429

or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice will be given at least ten days before the date on which the change is to become effective.

31.2 Mailing Effective. Notices, given by mail, will be deemed delivered 72 hours following deposit in the U.S. Postal Service, in the manner set forth above.

32. Lender Protection.

32.1 Notices. The Landowners and Developers shall have the right at any time, and as often as they desire, to finance the Properties and to secure the financing with a lien or liens against the Properties. Subject to notice to the City by the lender ("Lender") as to the name, address, facsimile number, e-mail address or other means of communication for notice purposes, of the Lender, the City shall use good faith efforts to give notice to Lender of any default or dispute at the same time the City gives notice of the same default or dispute to the Landowners and Developers.

32.2 Collateral Assignment. Notwithstanding any other provision of this Agreement, the Landowners and Developers may assign all or part of their rights and duties under this Agreement to any financial institution from which the Landowners or Developers have borrowed funds for use in acquiring the Properties or constructing the Infrastructure or otherwise developing the Properties without such financial institution assuming the obligations of the Landowners and Developers under this Agreement, but without releasing the Landowners and Developers from their obligations under this Agreement.

32.3 Estoppel Certificate. Within thirty (30) days following any written request by either the Landowners or the Developers, which request can be made from time to time, the City shall confirm the following in writing to the requesting party and/or its prospective investors, purchasers, lenders or encumbrancers, that (a) this Agreement is unmodified and in full force and effect (or reasons why it is not); (b) there are no uncured

defaults under this Agreement (or reasons why there are); and (c) any other information reasonably requested by the requesting party.

33. General Provisions.

33.1 Waiver. No delay in exercising any right or remedy will constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement will be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Nothing herein or in the Master Plans will constitute or be deemed to be a waiver by the Landowners of their rights to request future rezoning or changes in development standards for all or any portion(s) of the Properties pursuant to City procedures and requirements existing at the time of the request. Nothing herein contained will be deemed to be a waiver by the City of the right to act, by approval or denial, on such rezoning or change, to the extent such action would not otherwise be in breach of this Agreement.

33.2 Attorneys' Fees and Costs. If legal action by either party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees, court costs, and other litigation-related expenses.

33.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

33.4 Headings. The description headings of the Sections of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

33.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and will not be changed or added to except in the manner provided in Section 29. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement. All prior and contemporaneous agreements, representations and understandings of the City with any other parties, oral or written, other than specifically incorporated herein by reference, regarding any portion of or all of the Properties, are superseded by this Agreement.

33.6 Termination Upon Sale to Public. This Agreement is not intended to and will not create conditions or exceptions to title or covenants running with the Properties as to Public Lots as defined below. Therefore, to alleviate any concern as to the effect of this Agreement on the status of title to any of the Properties, notwithstanding anything contained herein to the contrary, this Agreement will terminate without the execution or recordation of any further document or instrument as to any land, parcel or tract conveyed or dedicated to the City or any other governmental authority, public service corporation, or telecommunications or cable television provider, and to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period

of longer than one year) or sold to the end purchaser or user thereof (a "Public Lot") and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement.

33.7 Severability. If any provision of this Agreement is declared void or unenforceable, the provisions will be severed from this Agreement and the remainder of the Agreement will otherwise remain in full force and effect, provided that the overall intent of the Parties is not materially vitiated by such severability.

33.8 Governing Law. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.

33.9 Recordation. No later than ten (10) days after this Agreement has been executed by the City and the Landowner, it will be recorded in its entirety, by the City, in the Official Records of Maricopa County, Arizona.

34. Default, Remedies. If any Party to this Agreement (a "Defaulting Party") breaches any provision of this Agreement or fails to pay, perform or satisfy any of its duties, obligations, liabilities and responsibilities under this Agreement (a "Default"), each other Party (herein a "Nondefaulting Party") will be entitled to all remedies available at both law and in equity, including but not limited to specific performance. A Default by one Landowner or Developer shall not: (a) constitute a Default by any other Landowner or Developer; or (b) impose any requirement or obligation on the Nondefaulting Party for the Default caused by the Defaulting Party. The City agrees that if there is a Default by a Landowner or Developer: (i) the City's sole recourse shall be against the Defaulting Party; (ii) the Nondefaulting Party(ies) shall not have any obligation or liability with respect to such Default; and (iii) the City may not withhold or delay issuance of building permits or certificates of occupancy or other permits, approvals or licenses, from any Nondefaulting Party, or prohibit the sale or closing of homes, or otherwise impose any penalty or sanction on any Nondefaulting Party, due to any Default by any Defaulting Party, irrespective of whether the Default by the Landowner or Developer that is the Defaulting Party is due to the breach of an individual duty, obligation, liability, responsibility of the Defaulting Party under this Agreement, or a joint duty, obligation, liability or responsibility of the Defaulting Party under this Agreement with other parties.

35. Authority. Each Landowner, severally and not jointly, represents and warrants to the City: (1) that it is duly formed and validly existing under the laws of the State of Arizona; and (2) that the individual(s) executing this Agreement on behalf of the Landowner is authorized and empowered to bind the Landowner. The City represents and warrants to the Landowners: (1) that it is a duly formed municipal corporation with the State of Arizona; and (2) that the individual(s) executing this Agreement on behalf of the City are authorized and empowered to bind the City.

36. Estoppel. The Parties hereto covenant and agree with each other to provide within thirty (30) days of written request from the other an estoppel certificate signed by a duly authorized representative of such party indicating that that (a) this

Agreement is unmodified and in full force and effect (or reasons why it is not); (b) there are no uncured defaults under this Agreement (or reasons why there are); and (c) any other information reasonably requested by the requesting party.

37. Cancellation. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

[*Signature Pages Follow*]

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

"CITY"

CITY OF PEORIA, ARIZONA,
an Arizona municipal corporation

By: _____
Cathy Carlat, Mayor

Attest:

_____
Rhonda Geriminsky, City Clerk

Approved as to form:

_____
Stephen J. Burg, Acting City Attorney

"LANDOWNER"

IOTA PURPLE, LLC, an Arizona limited liability company

By: _____

Its: _____

STATE OF ARIZONA)
)ss
County of Maricopa)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016, by _____ the _____ of IOTA Purple, LLC.

_____
Notary Public

My Commission Expires:

_____

"LANDOWNER"

GROUP THREE PROPERTIES, an Arizona general partnership

By: _____

Its: _____

STATE OF ARIZONA)
)ss
County of Maricopa)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016, by _____, the _____ of GROUP THREE PROPERTIES, an Arizona general partnership.

_____
Notary Public

My Commission Expires:

_____

"LANDOWNER"

NORANDA PROPERTIES LP, a Nevada limited partnership

By: _____

Its: _____

STATE OF ARIZONA)
)ss
County of Maricopa)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016, by _____, the _____ of NORANDA PROPERTIES LP, a Nevada limited partnership.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

[Property Legal Descriptions and Vicinity Map (Iota/G3/N)]

Legal Description
For
IOTA Purple, LLC
At
Lake Pleasant Heights

PARCEL NO. 1:
A parcel of land consisting of all of Lots 4,8,10,11,12,13, and a portion of Lots 14 and 15, the southeast quarter of the northwest quarter, and the North half of the southwest quarter of Section 13; and the southeast quarter of Section 14, all in Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; more particularly described as follows:

Beginning at the South quarter corner of said Section 14, from which the southeast corner of said Section 14 bears South 89 degrees 42 minutes 40 seconds East at a distance of 2641.22 feet, forming the Basis of Bearing of this description;
thence along the North-South mid-section line of said Section 14, North 00 degrees 13 minutes 01 East a distance of 2643.59 feet to the center quarter comer of said Section 14;
thence along the East-West mid-section line of said Section 14, South 89 degrees 45 minutes 42 seconds East a distance of 2648.19 feet to the East quarter comer of said Section 14, also being the West quarter comer of said Section 13 and the southwest corner of said Lot 11;
thence along the West line of said Section 13 also being the West line of said Lot 11, North 00 degrees 03 minutes 52 seconds East a distance of 1316.90 feet to the northwest corner of said Lot 11, also being the western-most corner of said Lot 10 and the western-most corner of the southerly boundary of said Lot 16;
thence along the southerly boundary of said Lot 16, also being common to the boundaries of said Lots 10, 8, 12, 15, 14 and 13 respectively, traversing the following courses and distances:

North 49 degrees 03 minutes 50 seconds East, 32.55 feet, (North 48 degrees 51 minutes 06 seconds East, 32.54 feet record);
North 65 degrees 02 minutes 26 seconds East, 455.59 feet, (North 64 degrees 48 minutes 36 seconds East, 455.60 feet record);
North 80 degrees 58 minutes 47 seconds East, 1452.26 feet, (North 80 degrees 44 minutes 30 seconds East, 1452.26 feet record);
South 08 degrees 29 minutes 23 seconds East, 25.01 feet, (South 09 degrees 15 minutes 12 seconds East, 25.01 feet record);
North 81 degrees 33 minutes 54 seconds East, 90.15 feet, (North 80 degrees 44 minutes 48 seconds East, 90.16 feet record);
South 80 degrees 31 minutes 21 seconds East, 336.54 feet, (South 80 degrees 30 minutes 42 seconds East, 336.53 feet record);
South 53 degrees 40 minutes 34 seconds East, 912.19 feet, (South 53 degrees 53 minutes 54 seconds East, 912.19 feet record);
South 09 degrees 11 minutes 58 seconds East, 307.69 feet, (South 09 degrees 25 minutes 18 seconds East, 307.69 feet record);
South 80 degrees 36 minutes 12 seconds West, 300.04 feet, (South 80 degrees 34 minutes 42 seconds West, 300.04 feet record);
South 09 degrees 36 minutes 43 seconds East, 300.04 feet, (South 09 degrees 25 minutes 18 seconds East, 300.04 feet record);
South 31 degrees 46 minutes 00 seconds East, 974.81 feet, (South 32 degrees 18 minutes 42 seconds East, 977.00 feet record);
North 80 degrees 47 minutes 52 seconds East, 699.94 feet, (North 80 degrees 34 minutes 42 seconds East, 700.62 feet record);
North 09 degrees 12 minutes 02 seconds West, 1200.07 feet, (North 09 degrees 25 minutes 18 seconds West, 1200.08 feet record);
North 80 degrees 47 minutes 53 seconds East, 1333.32 feet, (North 80 degrees 35 minutes 00 seconds East, 1331.02 feet record), to a point on the East line of said Section 13 and the northeast comer of said Lot 13;

Legal Description
For
IOTA Purple, LLC
At
Lake Pleasant Heights (Cont.)

thence leaving said southerly boundary of said Lot 16, along said East line of Section 13, also being the East line of said Lot 13, South 00 degrees 01 minutes 23 seconds West a distance of 1217.77 feet to the East quarter corner of said Section 13, also being the southeast comer of said Lot 13 and the northeast comer of said Lot 14;
thence continuing along the East line of said Section 13, and the East line of said Lots 14 and 4 respectively, South 00 degrees 04 minutes 37 seconds West a distance of 2644.27 feet to the southeast comer of said Section 13 also being the southeast corner of said Lot 4;
thence along the South line of said Section 13, also being the South line of said Lot 4, North 89 degrees 37 minutes 59 seconds West a distance of 1222.38 feet to the southwest comer of said Lot 4;
thence along the West line of said Lot 4, North 00 degrees 11 minutes 36 seconds East a distance of 1322.20 feet to the northwest corner of said Lot 4, also being the southwest comer of said Lot 14 and the southeast comer of said Lot 15;
thence along the South line of said Lot 15 and thereafter the South line of said North half of the southwest quarter of Section 13, North 89 degrees 37 minutes 37 seconds West a distance of 3951.50 feet to the southwest corner of said North half of the southwest quarter of Section 13;
thence along the East line of said southeast quarter of Section 14, South 00 degrees 22 minutes 05 West a distance of 1322.96 feet to the southeast comer of said Section 14;
thence along the South line of said southeast quarter of Section 14, North 89 degrees 42 minutes 40 seconds West a distance of 2641.22 feet to the Point of Beginning.

Except therefrom the following described parcel:

That certain part of the southeast quarter of Section 13, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 13:
thence along the East line of said southeast quarter, North 00 degrees, 04 minutes, 37 seconds East a distance of 1927.03 feet to a point from which the East quarter comer of said Section 13 bears North 00 degrees 04 minutes 37 seconds East at a distance of 717 .24 feet;
thence leaving said East line, North 89 degrees 55 minutes 23 seconds West a distance of 1154.21 feet to the Point of Beginning, said point lying on a non-tangent curve, concave southeasterly, the radius point of which bears South 04 degrees 52 minutes 15 seconds West at a distance of 1275.00 feet;
thence southwesterly along the arc of said curve, through a central angle of 18 degrees 00 minutes 37 seconds a distance of 400.78 feet to the beginning of a non-tangent line;
thence along the said non-tangent line North 60 degrees 25 minutes 59 seconds West a distance of 32.89 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 72 degrees 07 minutes 40 seconds West at a distance of 1425.00 feet;
thence northwesterly along the arc of said curve, through a central angle of 13 degrees 53 minutes 40 seconds, a distance of 345.57 feet to the beginning of a tangent line;
thence along said tangent line, North 31 degrees 46 minutes 00 seconds West a distance of 147.11 feet to a point of intersection with Government Lot 16 of said Section 13;
thence along the southerly boundary of said Lot 16, North 80 degrees 47 minutes 52 seconds East a distance of 447.08 feet to a paint;
thence leaving said southerly boundary and traversing the following courses and distances:

South 31 degrees 05 minutes 42 seconds East, 145.34 feet;
South 28 degrees 29 minutes 43 seconds East, 100.28 feet;
South 21 degrees 59 minutes 19 seconds East, 223.83 feet;

South 00 degrees 36 minutes 15 seconds East, 76.78 feet to the Point of Beginning.

PARCEL NO. 2:
That portion of Sections 12 and 13, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the West quarter corner of said Section 12; thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet; thence southeasterly along the arc of said curve, through a central angle of 45 degrees 49 minutes 36 seconds, a distance of 1189.74 feet to a point; thence leaving said curve on a non-tangent line, South 53 degrees 40 minutes 52 seconds East a distance of 881.88 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 32 degrees 11 minutes 40 seconds West at a distance of 2215.96 feet thence southeasterly along the arc of said curve, through a central angle of 42 degrees 41 minutes 32 seconds, a distance of 1651.15 feet to a point; thence on a non-tangent line, South 89 degrees 11 minutes 25 seconds East a distance of
2949.55 feet to a point on the East line of the southeast quarter of said Section 12 from which the East quarter corner of said Section 12 bears North 01 degrees 09 minutes 48 seconds East at a distance of 2253.86 feet; thence along said East line, South 01 degrees 09 minutes 48 seconds West a distance of 376.79 feel to the southeast comer of said Section 12, also being the northeast corner of said Section 13; thence along the East line of the northeast quarter of said Section 13, South 00 degrees 01 minutes 23 seconds West a distance of 1011.62 feet to the northerly boundary of Lot 16 of said Section 13; thence along said northerly boundary, traversing the following courses and distances:

South 80 degrees 46 minutes 50 seconds West, 1914.23 feet;
North 53 degrees 42 minutes 04 seconds West, 1355.11 feet;
South 80 degrees 56 minutes 20 seconds West, 357.13 feet;
South 09 degrees 03 minutes 22 seconds East, 25.01 feet;
South 80 degrees 56 minutes 20 seconds West, 1760.48 feet;
South 50 degrees 03 minutes 32 seconds West, 122.96 feet to the West line of the northwest quarter of said Section 13; thence along said West line, North 00 degrees 03 minutes 52 seconds East a distance of 987.48 feet to the northwest comer of said Section 13, also being the southwest comer of said Section 12; thence along the West line of the southwest quarter of said Section 12, North 00 degrees 12 minutes 40 seconds East a distance of 2638.67 feet to the Point of Beginning.

PARCEL NO. 3:
That portion of Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 12; thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet; thence southeasterly along the arc of said curve, through a central angle of 05 degrees 28 minutes 28 seconds, a distance of 142.13 feet to the Point of Beginning; thence leaving said curve and traversing the following courses and distances:

South 64 degrees 26 minutes 14 seconds East, 110.34 feet;
South 42 degrees 44 minutes 44 seconds East, 312.69 feet;
North 82 degrees 31 minutes 42 seconds East, 214.06 feet;
South 28 degrees 15 minutes 29 seconds East, 316.01 feet;
South 59 degrees 02 minutes 10 seconds East, 527.48 feet;
South 22 degrees 17 minutes 08 seconds East, 229.37 feet;
South 49 degrees 45 minutes 49 seconds East, 177.75 feet;
South 25 degrees 16 minutes 40 seconds East, 277.04 feet;
South 05 degrees 31 minutes 15 seconds West, 186.47 feet to a point lying on a non-tangent curve, concave southwesterly, the radius point of which bears South 39 degrees 07 minutes 06 seconds West at a distance of 2215.96 feet; thence northwesterly along the arc of said curve, through a central angle of 06 degrees 55 minutes 26 seconds, a distance of 267.79 feet, thence on a non-tangent line, North 53 degrees 40 minutes 52 seconds West a distance of 881.88 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 39 degrees 18 minutes 43 seconds East at a distance of 1487.50 feet; thence northwesterly along the arc of said curve, through a central angle of 40 degrees 21 minutes 07 seconds, a distance of 1047.61 feet to the Point of Beginning.

PARCEL NO. 4:
That portion of Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West quarter corner of said Section 12; thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet; thence southeasterly along the arc of said curve, through a central angle of 05 degrees 28 minutes 28 seconds, a distance of 142.13 feet; thence leaving said curve and traversing the following courses and distances:

South 64 degrees 26 minutes 14 seconds East, 110.34 feet;
South 42 degrees 44 minutes 44 seconds East, 312.69 feet;
North 82 degrees 31 minutes 42 seconds East, 214.06 feet;
South 28 degrees 15 minutes 29 seconds East, 316.01 feet;
South 59 degrees 02 minutes 10 seconds East, 527.48 feet;
South 22 degrees 17 minutes 08 seconds East, 229.37 feet;
South 49 degrees 45 minutes 49 seconds East, 177.75 feet;
South 25 degrees 16 minutes 40 seconds East, 277.04 feet;
South 05 degrees 31 minutes 15 seconds West, 186.47 feet to a point lying on a non-tangent curve, concave southwesterly, the radius point of which bears South 39 degrees 07 minutes 06 seconds West at a distance of 2215.96 feet; thence southeasterly along the arc of said curve, through a central angle of 03 degrees 57 minutes 45 seconds, a distance of 153.25 feet to a point on the arc and the Point of Beginning;
thence leaving said curve and traversing the following courses and distances:

South 64 degrees 41 minutes 59 seconds East, 206.45 feet;

NOTE:
North 67 degrees 09 minutes 59 seconds East, 124.74 feet; POSSIBLE ARSENIC PITS ON ADJOINING PROPERTY. P.O.B. PARCEL

North 78 degrees 20 minutes 59 seconds East, 119.86 feet;
South 81 degrees 38 minutes 14 seconds East, 262.11 feet;
South 58 degrees 53 minutes 05 seconds East, 55.08 feet;
South 03 degrees 10 minutes 39 seconds East, 82.87 feet;
South 07 degrees 21 minutes 21 seconds West, 215.51 feet;
South 16 degrees 34 minutes 52 seconds East, 694.85 feet;
North 89 degrees 11 minutes 25 seconds West, 275.06 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 74 degrees 53 minutes 12 seconds West at a distance of 2215.96 feet;
thence northwesterly along the arc of said curve, through a central angle of 31 degrees 48 minutes 21 seconds, a distance of 1230.11 feet to the Point of Beginning.

Parcel No. 5:
That portion of Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the West quarter comer of said Section 12;
thence along the West line of the northwest quarter of said Section 12, North 00 degrees 12 minutes 34 seconds East a distance of 590.12 feet to a point from which the northwest corner of said Section 12 bears North 00 degrees 12 minutes 34 seconds East at a distance of 2048.14 feet, said point being the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 85 degrees 08 minutes 19 seconds East at a distance of 1487.50 feet;
thence southeasterly along the arc of said curve, through a central angle of 45 degrees 49 minutes 36 seconds, a distance of 1189.74 feet to a point;
thence leaving said curve on a non-tangent line, South 53 degrees 40 minutes 52 seconds East a distance of 881.88 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 32 degrees 11 minutes 40 seconds West at a distance of 2215.96 feet;
thence southeasterly along the arc of said curve, through a central angle of 42 degrees 41 minutes 32 seconds, a distance of 1651.15 feet to a paint;
thence on a non-tangent line, South 89 degrees 11 minutes 25 seconds East a distance of 1225.55 feet to the Point of Beginning;
thence traversing the following courses and distances:

North 25 degrees 10 minutes 17 seconds West, 250.28 feet;
North 90 degrees 00 minutes 00 seconds East, 835.42 feet;
South 35 degrees 07 minutes 11 seconds East, 292.43 feet;
North 89 degrees 11 minutes 25 seconds West, 897.29 feet to the Point of Beginning.

PARCEL NO. 6
That portion of Sections 1 and 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the northwest comer of said Section 1, from which the North quarter corner of said Section 1 bears South 89 degrees 41 minutes 51 seconds East at a distance of 2638.53 feet;
thence along the North line of the northwest quarter of said Section 1, South 89 degrees 41 minutes 51 seconds East a distance of 859.15 feet;
thence leaving said North line and traversing the following courses and distances:

South 00 degrees 17 minutes 51 seconds West, 337.67 feet,
South 53 degrees 03 minutes 41 seconds East, 526.00 feet;
South 41 degrees 06 minutes 40 seconds East, 1050.15 feet to the beginning of a non-tangent

Legal Description
For
IOTA Purple, LLC
At
Lake Pleasant Heights (Cont.)

curve, concave southwesterly, the radius point of which bears South 24 degrees 01 minutes 45 seconds East at a distance of 197.84 feet;
thence northeasterly to southwesterly along the arc of said curve, through a central angle of 185 degrees 43 minutes 56 seconds, a distance of 641.34 feet to a point;
thence leaving said curve on a non-tangent line, South 69 degrees 33 minutes 15 seconds West, 995.15 feet;
thence traversing the following courses and distances:

South 23 degrees 54 minutes 39 seconds East, 454.54 feet,
South 07 degrees 46 minutes 58 seconds West, 1069.36 feet;
South 59 degrees 14 minutes 17 seconds East, 205.44 feet,
North 61 degrees 51 minutes 34 seconds East, 276.44 feet;
South 39 degrees 53 minutes 01 seconds East, 1660.72 feet;
South 49 degrees 05 minutes 18 seconds West, 350.30 feet;
South 47 degrees 48 minutes 44 seconds East, 779.62 feet,
South 03 degrees 12 minutes 09 seconds East, 242.96 feet,
North 89 degrees 25 minutes 06 seconds East, 676.11 feet;
South 76 degrees 29 minutes 43 seconds East, 890.34 feet to the beginning of a non-tangent curve, concave northwesterly, the radius point of which bears South 15 degrees 40 minutes 55 seconds West at a distance of 280.37 feet;
thence southeasterly to southwesterly along the arc of said curve, through a central angle of 153 degrees 12 minutes 20 seconds, a distance of 749.69 feet to a point;
thence leaving said curve on a non-tangent line, North 88 degrees 55 minutes 42 seconds West a distance of 1418.75 feet;
thence South 53 degrees 38 minutes 50 seconds West a distance of 671.61 feet to the beginning of a non-tangent curve, concave northwesterly, the radius point of which bears South 75 degrees 46 minutes 29 seconds West at a distance of 200.28 feet;
thence southeasterly to northwesterly along the arc of said curve, through a central angle of 122 degrees 17 minutes 37 seconds, a distance of 427.48 feet to a point;
thence leaving said curve on a non-tangent line, North 75 degrees 41 minutes 50 seconds West a distance of 1451.25 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 55 degrees 06 minutes 38 seconds West at a distance of 201.40 feet;
thence southwesterly to northwesterly along the arc of said curve, through a central angle of 126 degrees 41 minutes 11 seconds, a distance of 445.31 feet to a point;
thence leaving said curve on a non-tangent line, North 06 degrees 55 minutes 07 seconds West a distance of 250.52 feet;
thence South 89 degrees 11 minutes 58 seconds West a distance of 339.91 feet;
thence North 89 degrees 47 minutes 26 seconds West a distance of 224.67 feet to a point on the West line of the northwest quarter of said Section 12;
thence along said West line North 00 degrees 12 minutes 34 seconds East a distance of 1310.45 feet to the northwest corner of said Section 12, also being the southwest comer of said Section 1;
thence North 00 degrees 09 minutes 54 seconds East a distance of 2638.25 feet to the West quarter comer of said Section 1;
thence North 00 degrees 14 minutes 07 seconds East a distance of 2639.11 feet to the Point of Beginning;

NOTE: PARCELS 7 & 8 ARE NOT SURVEYED, AND ARE ONLY GRAPHICALLY REPRESENTED FOR INFORMATIONAL PURPOSES.

Legal Description
For
IOTA Purple, LLC
At
Lake Pleasant Heights (Cont.)

PARCEL NO.7:
An easement for access and utilities created in Document No. 98-223363 and supplemented in Document No. 99-214316, over the East 30 feet of the following Parcels A, Band C:
(A) The portion of Section 27, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the right of way of Arizona Highway 74;
(B) Section 34, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
(C) Section 3, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; And over the West 30 feet of the North 30 feet of
Section 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO.8:
An easement for access and utilities over the North 30 feet of Section 11, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and over the East 30 feet of the North 30 feet of Section 10, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO.9:
Permanent and non-exclusive easement for ingress, egress both vehicular and non-vehicular, roadway and related facilities as created by Easement Agreement recorded in Document No. 2005-1285971.

Legal Description
For
Arizona State Land Department
At
Lake Pleasant Heights

Section 36, Township 6 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

Section 2, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

The southwest quarter of the southeast quarter; the south half of the southwest quarter of Section 13, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

Legal Description
For
Group Three and Noranda Properties
At
Lake Pleasant Heights

Land Description
Fee Parcel Lake Pleasant Heights Phase III

Those certain portions of Sections 1 and 12, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 1 from which the North quarter corner of said Section 1 bears South 89 degrees 41 minutes 51 seconds East at a distance of 2638.53 feet;

thence along the North line of the northwest quarter of said Section 1, South 89 degrees 41 minutes 51 seconds East a distance of 859.15 feet to the Point of Beginning;

thence continuing along said North line of the northwest quarter of Section 1, South 89 degrees 41 minutes 51 seconds East a distance of 1779.38 feet to the North quarter corner of said Section 1;

thence along the North line of the northeast quarter of said Section 1, South 89 degrees 41 minutes 47 seconds East a distance of 2638.59 feet to the northeast corner of said Section 1;

thence along the East line of said northeast quarter of Section 1, South 00 degrees 14 minutes 22 seconds East a distance of 2630.09 feet to the East quarter corner of said Section 1;

thence along the East line of the southeast quarter of said Section 1, South 01 degrees 09 minutes 32 seconds West a distance of 2644.48 feet to the southeast corner of said Section 1, also being the northeast corner of Section 12;

thence along the East line of the northeast quarter of Section 12, South 01 degrees 13 minutes 05 seconds West a distance of 2657.05 feet to the East quarter corner of said Section 12;

thence along the East line of the southeast quarter of Section 12, South 01 degrees 09 minutes 48 seconds West a distance of 2253.86 feet;

thence traversing the following courses and distances:

North 89 degrees 11 minutes 25 seconds West, 826.71 feet;

North 35 degrees 07 minutes 11 seconds West, 292.43 feet;

North 90 degrees 00 minutes 00 seconds West, 835.42 feet;

South 25 degrees 10 minutes 17 seconds East, 250.28 feet;

North 89 degrees 11 minutes 25 seconds West, 950.49 feet;

North 16 degrees 34 minutes 52 seconds West, 694.85 feet;

North 07 degrees 21 minutes 21 seconds East, 215.51 feet;

North 03 degrees 10 seconds 39 seconds West, 82.87 feet;

North 58 degrees 53 minutes 05 seconds West, 55.08 feet;

North 81 degrees 38 minutes 14 seconds West, 262.11 feet;

South 78 degrees 20 minutes 59 seconds West, 119.86 feet;

South 67 degrees 09 minutes 59 seconds West, 124.74 feet;

North 64 degrees 41 minutes 59 seconds West, 206.45 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 43 degrees 04 minutes 51 seconds West at a distance of 2215.96 feet;

thence northwesterly along the arc of said curve, through a central angle of 03 degrees 57 minutes 45 seconds a distance of 153.25 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 05 degrees 31 minutes 15 seconds East, 186.47 feet;

North 25 degrees 16 minutes 40 seconds West, 277.04 feet;

North 49 degrees 45 minutes 49 seconds West, 177.75 feet;

North 22 degrees 17 minutes 08 seconds West, 229.37 feet;

North 59 degrees 02 minutes 10 seconds West, 527.48 feet;

North 28 degrees 15 minutes 29 seconds West, 316.01 feet;

South 82 degrees 31 minutes 42 seconds West, 214.06 feet;

North 42 degrees 44 minutes 44 seconds West, 312.69 feet;

North 64 degrees 26 minutes 14 seconds West, 110.34 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 79 degrees 39 minutes 51 seconds East at a distance of 1487.50 feet;

thence northwesterly along the arc of said curve, through an central angle of 05 degrees 28 minutes 28 seconds a distance of 142.13 feet to the a point on the West line of the northwest quarter of said Section 12, from which point the West quarter corner of said Section 12 bears South 00 degrees 12 minutes 34 seconds West at a distance of 590.12 feet;

thence along said West line of the northwest quarter of Section 12, North 00 degrees 12 minutes 34 seconds East, a distance of 737.69 feet;

thence, leaving said West line of the northwest quarter of Section 12, and traversing the following courses and distances:

South 89 degrees 47 minutes 26 seconds East, 224.67 feet;

North 89 degrees 11 minutes 58 seconds East, 339.91 feet;

South 06 degrees 55 minutes 07 seconds East, 250.52 feet to the beginning of a non-tangent curve, concave northeasterly, the radius point of which bears North 71 degrees 34 minutes 33 seconds East at a distance of 201.40 feet;

thence southerly to easterly along the arc of said curve, through a central angle of 126 degrees 41 minutes 11 seconds a distance of 445.31 feet to the beginning of a non-tangent line;

thence South 75 degrees 41 minutes 50 seconds East, a distance of 1451.25 feet to the beginning of a non-tangent curve, concave northwesterly, the radius point of which bears North 18 degrees 04 minutes 06 seconds East at a distance of 200.28 feet;

thence southeasterly to northeasterly along the arc of said curve, through a central angle of 122 degrees 17 minutes 37 seconds a distance of 427.48 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 53 degrees 38 minutes 50 seconds East, 671.61 feet;

South 88 degrees 55 minutes 42 seconds East, 1418.75 feet to the beginning of a non-tangent curve, concave westerly, the radius point of which bears North 11 degrees 06 minutes 45 seconds West a distance of 280.37 feet;

thence northeasterly to northwesterly along the arc of said curve, through a central angle of 153 degrees 12 minutes 20 seconds a distance of 749.69 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 76 degrees 29 minutes 43 seconds West, 890.34 feet;

South 89 degrees 25 minutes 06 seconds West, 676.11 feet;

North 03 degrees 12 minutes 09 seconds West, 242.96 feet;

North 47 degrees 48 minutes 44 seconds West, 779.62 feet;

North 49 degrees 05 minutes 18 seconds East, 350.30 feet;

North 39 degrees 53 minutes 01 seconds West, 1660.72 feet;

South 61 degrees 51 minutes 34 seconds West, 276.44 feet;

North 59 degrees 14 minutes 17 seconds West, 205.44 feet;

North 07 degrees 46 minutes 58 seconds East, 1069.36 feet;

North 23 degrees 54 minutes 39 seconds West, 454.54 feet;

North 69 degrees 33 minutes 15 seconds East, 995.15 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears North 18 degrees 17 minutes 50 seconds West at a distance of 197.84 feet;

thence northeasterly to northwesterly to southwesterly along the arc of said curve, through a central angle of 185 degrees 43 minutes 55 seconds a distance of 641.34 feet to the beginning of a non-tangent line;

thence traversing the following courses and distances:

North 41 degrees 06 minutes 40 seconds West, 1050.15 feet;

North 53 degrees 03 minutes 41 seconds West, 526.00 feet;

North 00 degrees 17 minutes 51 seconds East, 337.67 feet to the Point of Beginning.

Containing 34,005,216.89 Square Feet or 780.652 Acres more or less.



EXPIRES JUNE 30,2013

Legal Description
For
Group Three and Noranda Properties
At
Lake Pleasant Heights (Cont.)

Exhibit "A"
Land Description
Group Three Properties
5 Acre Parcel

That certain part of the southeast quarter of Section 13, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 13 from which the East quarter corner of said Section 13 bears North 00 degrees 04 minutes 37 seconds East, (Basis of Bearing) at a distance of 2644.27 feet:

Thence along the East line of said southeast quarter, North 00 degrees, 04 minutes, 37 seconds East a distance of 1927.03 feet to a point from which the East quarter corner of said Section 13 bears North 00 degrees 04 minutes 37 seconds East at a distance of 717.24 feet;

Thence leaving said East line, North 89 degrees 55 minutes 23 seconds West a distance of 1154.21 feet to the Point of Beginning, said point lying on a non-tangent curve, concave southeasterly, the radius point of which bears South 04 degrees 52 minutes 15 seconds West at a distance of 1275.00 feet;

thence southwesterly along the arc of said curve, through a central angle of 18 degrees 00 minutes 37 seconds a distance of 400.78 feet to the beginning of a non-tangent line;

thence along the said non-tangent line North 60 degrees 25 minutes 59 seconds West a distance of 32.89 feet to the beginning of a non-tangent curve, concave southwesterly, the radius point of which bears South 72 degrees 07 minutes 40 seconds West at a distance of 1425.00 feet;

thence northwesterly along the arc of said curve, through a central angle of 13 degrees 53 minutes 40 seconds, a distance of 345.57 feet to the beginning of a tangent line;

thence along said tangent line, North 31 degrees 46 minutes 00 seconds West a distance of 147.11 feet to a point of intersection with Government Lot 16 of said Section 13;

thence along the southerly boundary of said Lot 16, North 80 degrees 47 minutes 52 seconds East a distance of 447.08 feet to a point;

thence leaving said southerly boundary and traversing the following courses and distances:

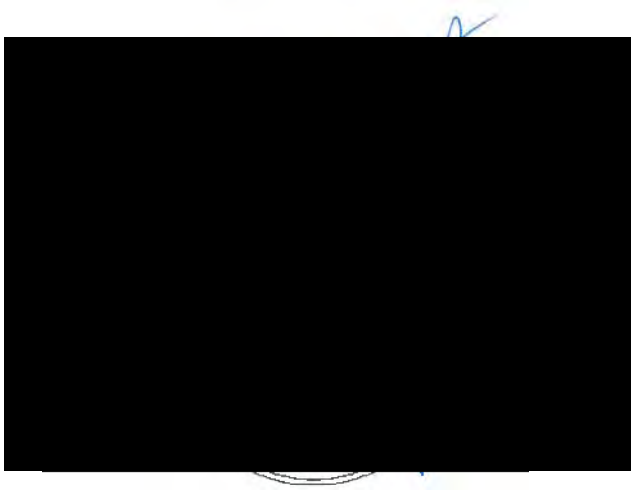
South 31 degrees 05 minutes 42 seconds East, 145.34 feet;

South 28 degrees 29 minutes 43 seconds East, 100.28 feet;

South 21 degrees 59 minutes 19 seconds East, 223.83 feet;

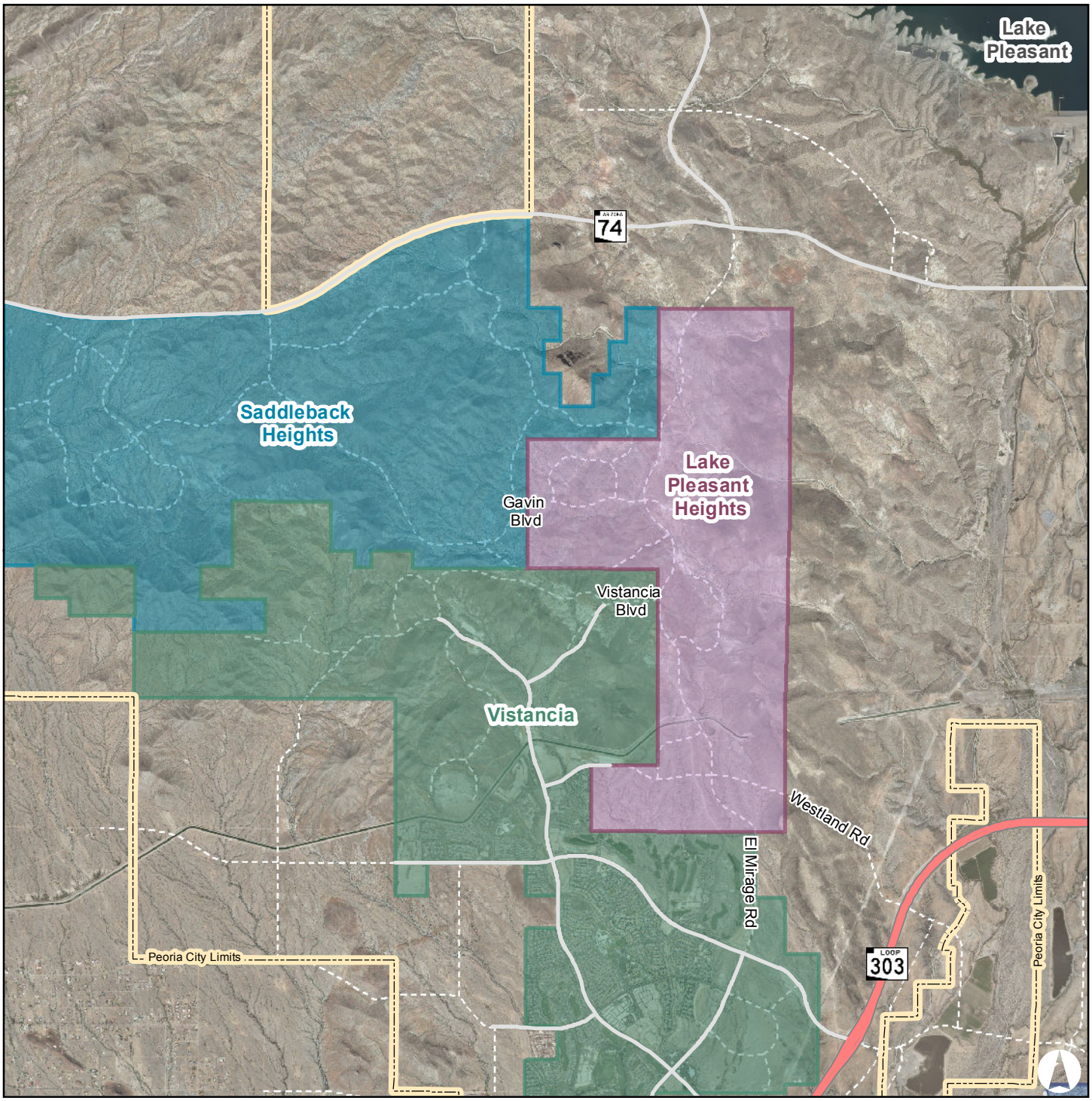
South 00 degrees 36 minutes 15 seconds East, 76.78 feet to the Point of Beginning.

Containing 217,822.90 Square Feet or 5.001 acres more or less.



EXPIRES JUNE 30,2016

Vicinity Map



Not to Scale

Z03-05A.1 Lake Pleasant Heights

Applicant: Iota Purple and Group Three/Noranda

Request: A major amendment to the Lake Pleasant Heights Planned Community District (PCD) to allow an increase in the maximum number of residential dwelling units from 5,970 to 6,561 and modification of the land use plan to be consistent with the adopted Lake Pleasant Heights Specific Area Plan.

Location: The property generally lies between the Joy Ranch Road alignment on the north, the Lone Mountain Road alignment on the south, the 123rd and 131st Avenue alignments on the west and the 115th Avenue alignment on the east.

PEORIA ARIZONA

Exhibit 1

EXHIBIT B

[Revised Big Springs Restrictive Covenant Map]

Exhibit B
Revised Big Springs Restrictive Covenant Map

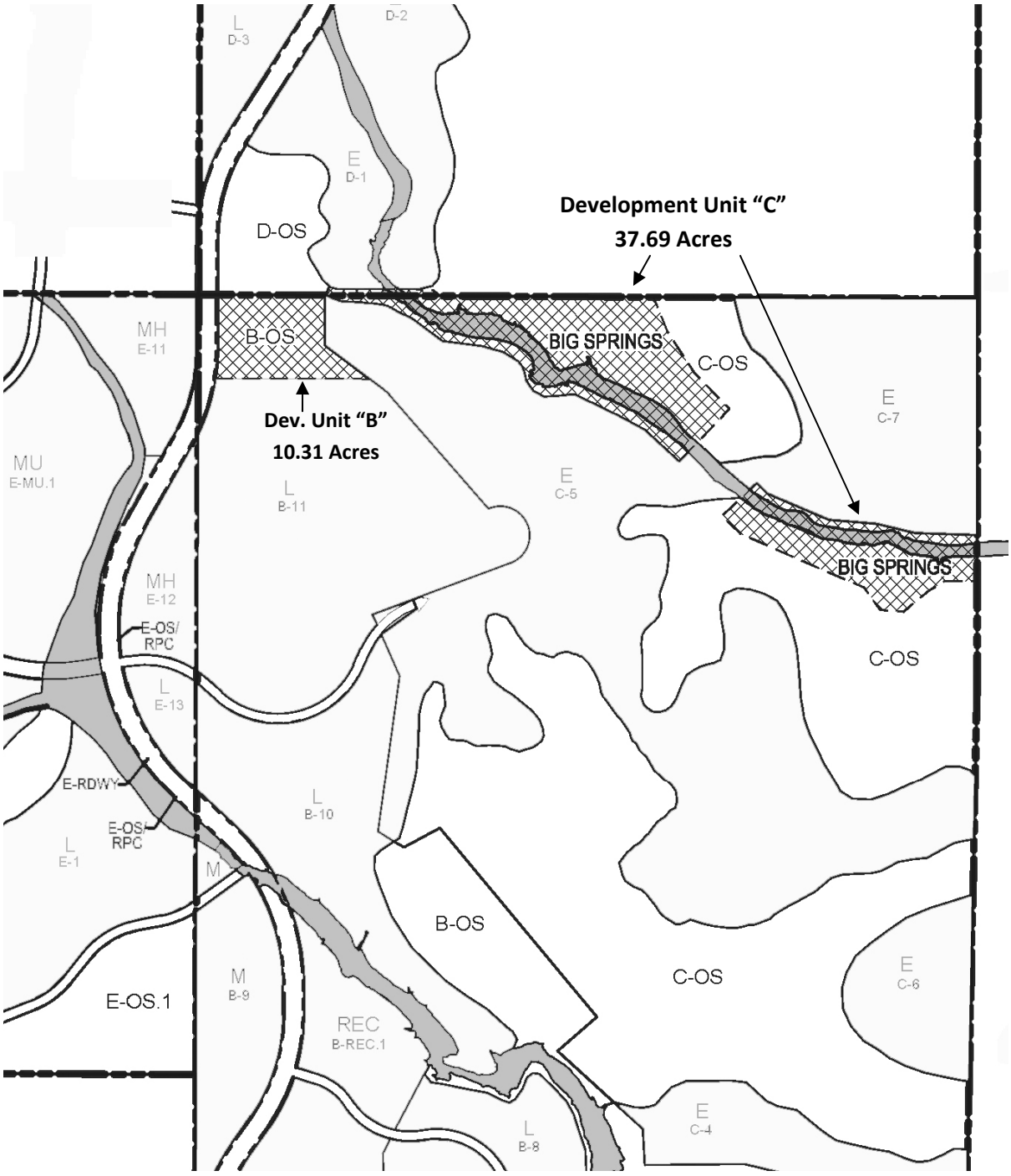


EXHIBIT C

[EDU Conversion Table]

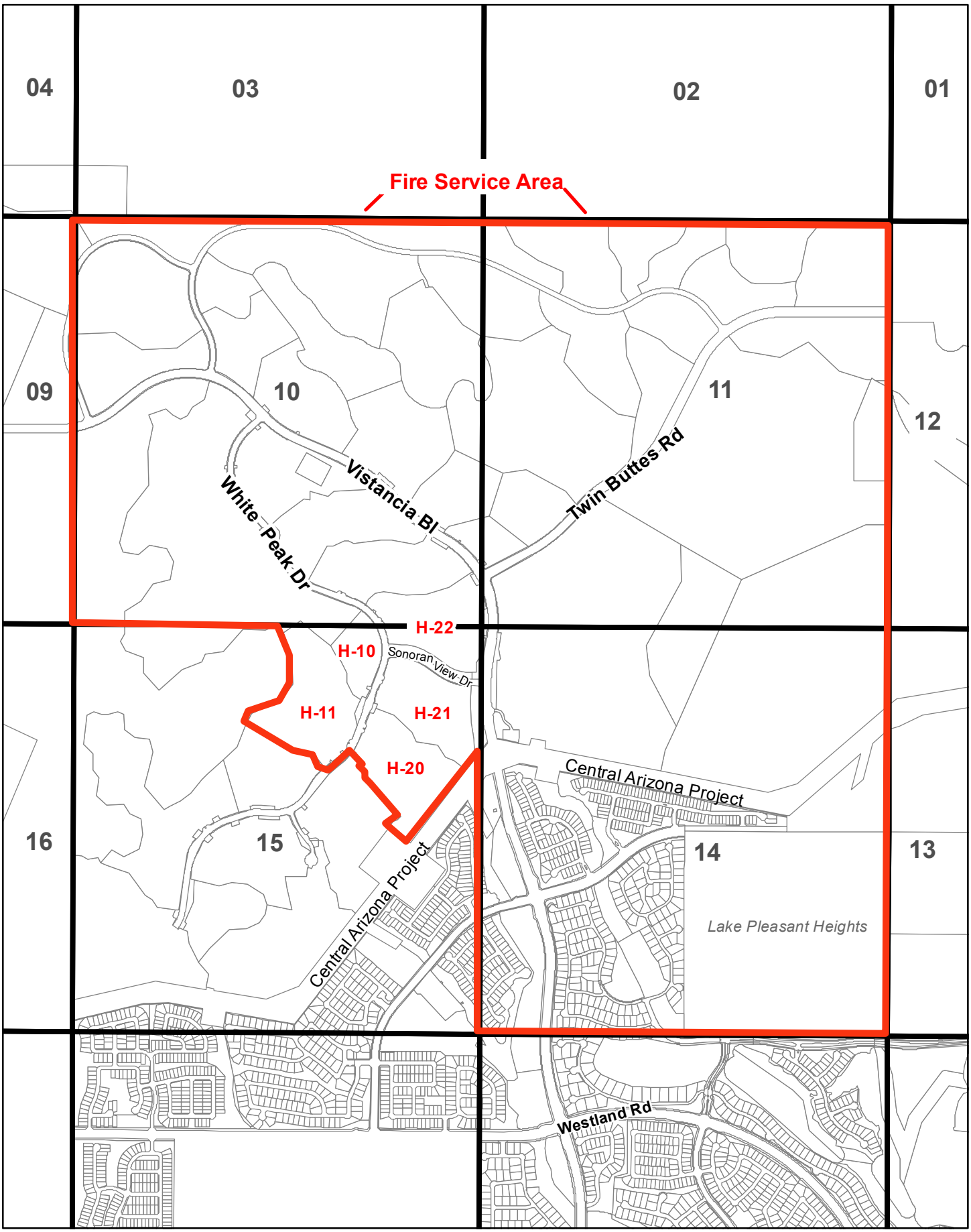
Exhibit C
EDU Table

Meter Size	Meter Type	Demand Factor (gpd)	Equivalent Dwelling Unit
3/4"	Displacement	500	1.00
1"	Displacement	833	1.67
1.5"	Displacement	1,388	3.33
2"	Displacement	2,313	5.33
3"	Compound	3,855	10.00
4"	Compound	6,425	16.67
6"	Compound	10,708	33.33
8”	Compound	17,847	66.67

EXHIBIT D

[Fire Service Area Map]

Exhibit D - Fire Service Area



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16R.

Date Prepared: 11/21/2016

Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Laura Krause, Human Resources Director

SUBJECT: Memorandum of Understanding, United Phoenix Fire Fighters Association Local 493

Purpose:

This is a request for City Council to consider a Memorandum of Understanding (MOU) for the United Phoenix Fire Fighters Association for the period July 2017 through June 2020 establishing wages, hours, and conditions of work.

Background/Summary:

Pursuant to City Code Chapter 19, the meet and confer process began on September 26, 2016 and concluded on November 18, 2016.

The major components of this new MOU are as follows:

*This agreement is for a three-year period, beginning July 1, 2017 through June 30, 2020;
*Establishes a market adjustment of 2.25% for those at the top of the range and 1.50% for all others in Year 1;
*Establishes a market adjustment of 2.50% for those at the top of the range and 1.50% for all others in Year 2 and 3;
*Increased uniform allowance to $1,000 per year;
*Increased contributions to employee's RHS Plan;
*Establishes a 457 Plan with matching employee contribution;
*Establishes a new sick leave payout program whereby the annual payout is eliminated and the potential payout at retirement is increased;
*Increases vacation accumulation by one-half hour per month in Year 2 and in Year 3.

Options:

A. Approve the PFFA MOU in total for the period July 2017 through June 2020.

B: Do not approve the PFFA MOU in total for the period July 2017 through June 2020 and return for re-negotiation with specific direction.

Staff Recommendation:

Discussion and possible action to approve the United Phoenix Fire Fighters Association Local 493 Memorandum of Understanding in total for the period July 2017 through June 2020.

Fiscal Analysis:

The cost of the PFFA MOU would be $2,060,102 for the three-year period.

ATTACHMENTS:

Memorandum of Understanding, United Phoenix Fire Fighters Association Local 493; July 1 2017 - June 30, 2020

Contact Name and Number:

Laura Krause, (623) 773-7103

MEMORANDUM OF UNDERSTANDING

JULY 2017 THROUGH JUNE 2020

CITY OF PEORIA

AND

UNITED PHOENIX FIRE FIGHTERS ASSOCIATION LOCAL 493

REPRESENTING
PEORIA FIRE FIGHTERS

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PREAMBLE

WHEREAS, the parties, through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions of employees comprising the Fire Fighter Unit; and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Peoria.

NOW THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Peoria with their joint recommendation that the Council resolve to adopt its terms and provisions.

Article 1: Gender

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.

Article 2: Rights of the Parties

1. Rights 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 Fire Fighter Unit as determined by the Peoria City Council Ordinance #88-14/89-01.

    b. Certain specified shift representatives of the Association have the right to paid release time under the Grievance Procedure herein as follows:

        i. A shift representative may, when the Association is designated in writing by a grievant, act as his representative, attend mutually scheduled Memorandum (MOU) grievance meetings and hearings with department representatives without loss of payor benefits. In no event will this paid release time be used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation.

        ii. The Association representative is required to obtain permission of his immediate supervisor to absent himself/herself from their duties to attend scheduled grievance meetings. A representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving

proper consideration to essential work of the department and the occupational safety of the shift representative.

c. The Association, through its designated representative, may distribute materials on the City premises (building and grounds) only before and after scheduled departmental activities designated by the Fire Chief.

    i. The Association will, subject to operational and scheduling requirements, be allowed release time with pay up to a maximum of six hundred (600) hours per MOU year for duly elected officers, trustees, and members appointed by the President for specific committees to attend Association business and Board of Trustees meetings or to attend MOU seminars and conventions. Union release time (URT) will be charged for any meeting requested by the Association, during their regular work shift, for discussions with, but not limited to, the Mayor, Council Members, City Manager, City Attorney, Department Directors, Managers, Supervisory employees, employees covered by the Association Agreement or other Association officials.

    ii. Notice of events and names of members attending must be submitted to the Fire Chief or his designee by the Association within a reasonable amount of time in advance of the release time.

    iii. Release time will be charged against the bank of six hundred (600) hours in direct proportion to the number of straight time hours assigned for coverage of duty absences by the Fire Chief. If additional URT hours in the first year are needed, hours may be drawn from the second year. In no instance, will hours greater that 1200 be available for the term of this MOU.

    iv. Members assigned to the Associations Executive Team may voluntarily donate vacation hours to supplement URT during a given pay period. Once donated, hours may not be returned to the donor.

d. The City will furnish to the Association on request, at actual cost, a listing of Association members of City payroll deduction in July and January during the term of this MOU indicating name, mailing address, and job assignment. The Association agrees to use this list solely for purposes of communicating with employee members and will not share this information with other individuals or organizations.

e. The City will deduct biweekly an amount approved by the membership of the Association limited to regular and temporary membership dues pursuant to authorization on a form to be provided by the City, duly completed and signed by the Association member, 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, employee number, effective date and amount. The City will not make dues deduction for Unit employees on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.

i. The Peoria Chapter President has the ability to increase or decrease the amount of membership dues one time each year for the members of the Employee Organization, in accordance with UPFFA L-493 by-laws, without obtaining the signature of each member of the Employee Organization. The Employee Organization will hold harmless the City of Peoria and all its representatives.

ii. All other payroll deductions can be increased with a ballot vote and a majority vote (50% + 1) of the Employee Organization. If a payroll deduction increase is approved by a membership vote, each member's paycheck deduction can be increased without obtaining each member's signature. Human Resources may request to review voting ballots, signature sheets and voting results.

f. The City will provide bulletin boards designated by the City for posting of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the City's operations. In addition, the Association will be allowed reasonable use of the City's e-mail system to disseminate such information when necessary. Such announcements will not be political in nature, nor will they be abusive of any person or organization or disruptive of the City's operation.

g. The City will provide the Association, upon request, non-confidential and readily available information concerning the employees, which is necessary to Association representatives for negotiations, 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 City Manager or his designee. Any usual costs incurred by the City in connection with this section will be borne by the Association.

h. The Association will be allowed up to two (2) hours to talk to and possibly sign new fire fighter recruits into the Association. This time will be allotted in conformance with regional practices. During such discussions, Association representative will avoid the dissemination of information, which is political in nature, abusive of any person or organization or disruptive of the Department's operations.

i. The Employer agrees that non-employee officers and representative of the Association will have reasonable access to the premises of the Employer during working hours with advance notice to the appropriate Employer representative. Such visitations will be for the reasons of the administration of this MOU. The Association agrees that such activities will not interfere with the normal work duties of employees.

2. Management Rights

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 workforce performing those services.

b. The City Manager and the Fire 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, the right to determine the organization of City government and the purpose and mission of its constituent agencies, 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, to establish and effect administrative regulations and employment rules consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action for proper cause, to relieve its employees from duty because of lack of work or other legitimate reasons, 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. Nothing herein will be construed to diminish the rights of the City under Ordinance 88-14.

d. The Association agrees for its members who work for the City that they will individually and collectively perform loyal and efficient work and service; that they will use their influence and best efforts to protect the property of the City and its service to the public; and, that they will cooperate in promoting and advancing the welfare of the City and the protection of its service to the public at all times.

e. The Association and the City mutually agree through the labor/management process to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, personnel and methods of work.

f. The City agrees to establish a Labor-Management Committee. The creation and purview of this committee may be determined by the Correlating Committee. The Committee shall be co-chaired by one member of Management and one employee representative. The Fire Chief shall appoint the Management co-chair. The purpose of this Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and issues which may include discussion of the implementation of new fire department programs or substantial modification of existing fire department programs that will have a significant impact on work schedules or duties of members.

The Committee may review and work together on any changes to Fire Department Operational Policies. The Big Five (Operations, Support Services, Human Resources, Emergency Medical, and Community Services) may address such issues, but not limited to: Deployment Decisions, Personnel Issues, Station Bidding, Special Events, and other Fire Medical policies, as mutually agreed upon.

3. Employee Rights

a. All employees will have the right to have the Association serve as their "Meet and Confer" representatives as set forth in Ordinance 88-14, without discrimination based on membership or non-membership in the Association.

b. Employees will have the right to be represented by the Association 10 dealings with the City concerning grievances as defined in this Memorandum (Article 16).

c. Employees will have the right to present their own grievance in person.

d. Any employee covered hereunder or his/her representative designated in written form, signed by the employee will, on request and by appointment, be permitted to examine his/her personnel file.

e. No employee will have any adverse comments entered into his personnel file 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 personnel file, which may be adverse in nature.

Article 3: Wages

1. The pay schedule set forth in Attachment A will be the pay schedule effective the first full pay period in July 2017. Any employees below the minimum of the pay range for their classification will be moved to the beginning of the new pay range effective the first full pay period in July 2017. The salary schedule will be paid to all full time employees if the normal workweek is worked or fulfilled as paid leave.

2. Core Service and Specialty Pay:
The Association recognizes the importance of the core services the Peoria Fire Medical Department provides to the citizens. The Association, in conjunction with the Department, will require all members to have and maintain a minimum level of Emergency Medical Technician (EMT) (BLS) in order to provide the base level of care as outlined in the City Charter, Department mission statements, and Standard Operating Procedures.

a. In order to receive Core Service and/or Specialty assignment pay, employees must be

assigned by the Fire Chief, must be certified, must complete all required hours of training, and must successfully pass any regular skills maintenance assessment administered or approved by the Fire Medical Department for all areas they hold, including but not limited to Paramedic, Hazmat, Rescue Swimmer, Technical Rescue, Toxicology medic, etc. Employees failing to maintain required technical skill level will forfeit their assignment pay until they can successfully retest or complete required training. Employees that do not have a specialty certification will receive priority to certify when a vacancy becomes available.

b. Employees assigned as paramedics (ALS) will receive their regular pay rate plus specialty pay.

c. Employees assigned to Special Operations/Technical Rescue (TRT) will receive their regular pay rate plus specialty pay.

d. Employees assigned to the Hazmat (HAZ) team will receive their regular pay rate plus specialty pay.

e. Employees assigned as Rescue Swimmers (RSB) will receive their regular pay plus specialty pay.

f. Employees assigned as paramedics and Hazmat, Rescue Swimmer or TRT will receive their regular pay rate plus a maximum $3.42 per hour assignment pay ($4.79 day rate). This maximum is exclusive of toxicology (TOX) or bilingual (BIL). Employees carrying only the BLS may have up to two specialty certificates.

g. Employees assigned as paramedics with toxicology certification (TOX) will receive specialty pay.

h. Employees who successfully complete City-administered testing for reading and speaking in Spanish and routinely provide translation from Spanish to English will receive bilingual (BIL) specialty pay.

Core Service & Specialty Hourly Wage		
Core Service/Specialty	56 hourly wage	40 hourly wage
Paramedic (ALS)	$2.37	$3.32
Hazmat (HAZ)	$1.05	$1.47
Rescue Swimmer (RSB)	$1.05	$1.47
Technical Rescue (TRT)	$1.05	$1.47
Toxicology Medic (TOX)	$0.12	$0.17
Bilingual (BIL)	$0.36	$0.50

3. Employees who are eligible for assignment payments 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, premiums may not be duplicated and employees may not be compensated in multiple, cumulative methods for the same premium.

4. Merit and Market Increases:

   a. Summary:

      Year 1:
      All eligible employees will receive 1 step increase and
      All employees at the top step of their assigned pay grade will receive a 2.25% market adjustment increase;
      All employees not at the top step of their assigned pay grade will receive a 1.50% market adjustment.

      Year 2:
      All eligible employees will receive 1 step increase and
      All employees at the top step of their assigned pay grade will receive a 2.50% market adjustment increase;
      All employees not at the top step of their assigned pay grade will receive a 1.50% market adjustment.

      Year 3:
      All eligible employees will receive 1 step increase and
      All employees at the top step of their assigned pay grade will receive a 2.50% market adjustment increase;
      All employees not at the top step of their assigned pay grade will receive a 1.50% market adjustment.

      For purposes of this MOU, the time period from July 1, 2017 – June 30, 2018 will be known as "Year 1." The time period from July 1, 2018 – June 30, 2019 will be known as "Year 2." The time period from July 1, 2019 – June 30, 2020 will be known as "Year 3."

   b. Merit Increases. The step/merit increases for Year 1, Year 2 and Year 3 will be provided to eligible employees effective the beginning of the pay period in which their Anniversary date falls in each year. Employees will be eligible for step/merit increases to become effective pursuant to this Article according to the Personnel Administrative Regulations provided the performance rating is satisfactory or above. The review date will be adjusted if an employee has an excess of thirty (30) continuous calendar days of unpaid leave. Employees who have reached the maximum salary step will not be eligible for additional merit increases. Nothing in this MOU will create eligibility or

entitlement to a merit increase beyond what is expressly stated herein.

c. Market Increases. The market adjustment increase for Year 1 will be provided to all employees the first full pay period in July 2017. The market adjustment increase for Year 2 will be provided to all employees in the first full pay period in July 2018. The market adjustment increase for Year 3 will be provided to all employees in the first full pay period in July 2019.

5. Employees may accrue up to two hundred, thirty-four (234) hours of compensatory time. The use of compensatory time will be scheduled in accordance with department guidelines and procedures. Compensatory time will be counted as time worked for the calculation of overtime.

   a. Employees may elect to have their FLSA overtime hours accumulated as compensatory time up to the maximum accumulation of 234 hours. Any employee wishing to elect this must submit a signed and dated notice to the Fire Chief by May 1st of any given year.

   b. Once elected, this election will continue until the employee requests that the election terminate. To terminate this election, the employee must submit a written notice to the Fire Chief or his designee indicating his/her desire to discontinue this election.

6. The City will contribute one and one-half percent (1.5%) of the employee's current salary for all employees to the City-designated Retiree Health Savings Account. In addition, the City will contribute $25 per pay period for all employees to their Retiree Health Savings Account. Note: The 1.5% contribution per pay period is the employee's contribution. The $25 per pay period contribution is the employer contribution.

   Year 1: The City will contribute $15 per pay period to the employee's 457 Plan with a matching contribution from the employee.

   Year 2: The City will contribute $25 per pay period (Year 1 plus $10) to the employee's 457 Plan with a matching contribution from the employee.

   Year 3: The City will contribute $35 per pay period (Year 2 plus $10) to the employee's 457 Plan with a matching contribution from the employee.

   The employee match must be in total, no partial contributions shall be eligible for matching.

7. The City agrees to seek the input of the Association to complete a Request for Proposal (RFP) process for the 457 and Retiree Health Savings plans.

8. The City will permit the Association to consolidate RHS plans in accordance with the provisions of the plan documents.

Article 4: Hours of Work

The daily work hours and weekly shift schedules of Fire Unit personnel will be determined by the Fire Chief. Duty hours of shift personnel will continue to average fifty-six (56) hours per week.

Staff positions will be forty (40) hour positions.

The Fire Chief has the discretion to determine or make changes to the daily work hours and weekly schedule for shift, day, and staff assignments. Hours of work will stay consistent with outlined average hours of work per week of either fifty-six (56) or forty (40). When practical, an employee that is required to change shifts will be given a reasonable notice.

Shift Assignment – Any member that is assigned to one of the dedicated daily operating apparatus (such as Engines, Ladders, Rescues, etc.) that averages fifty-six (56) hours per week or two thousand nine hundred and twelve (2912) hours in a year.

Day Assignment – Any member that is assigned to an apparatus (such as Engines, Ladders, Rescues, ARVs, etc.) that operates on a standard schedule of forty (40) hours per week or two thousand and eighty (2080) hours in a year.

Staff Assignments – Any member assigned to Fire Medical Administration or Special Assignment and works forty (40) hours per week or two thousand and eighty (2080) hours in a year.

Article 5: Shift Trades

Absence with Relief (AWR's/shift trades) are designed to allow shift members a means of obtaining additional time off in the absence of sufficient vacation leave and/or to allow additional employees off without creating overtime. Two employees may be granted the opportunity to exchange shifts in accordance with Department Policy and Procedures (SOP 101.14). Shift exchanges will not qualify an employee for premium overtime payment. All shift exchanges are subject to the approval of the Fire Chief or his designee and will be in conformance with regulations issued by the Fire Chief.

Article 6: Holiday Benefits

1. For employee personnel on a 40-hour workweek schedule the following will apply:

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	Fourth Thursday in November
Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

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 the following Monday.

2. Employee personnel assigned to a 56-hour workweek schedule will receive 11.2 hours holiday pay for holidays in Article 6.

Article 7: Life Insurance

The City will provide life and dismemberment insurance coverage in the amount of two thousand dollars ($2,000) for each one thousand dollars ($1,000) of employee current annual salary, rounded to the nearest thousand dollars of the employee's pay range step.

Article 8: 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 100%.

   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.

   The City agrees to involve an Association designee to participate in the Insurance Advisory Committee.

Rio Vista Membership:
In an effort to promote healthy lifestyles, free Rio Vista Memberships are available to employees, members of their household, or dependents as identified as enrollees in the City's health plan for the term of this contract. Free Rio Vista Memberships will not continue beyond the term limit of this MOU unless the parties mutually agree to do so in a successor agreement.

- Memberships may not be waived in exchange for any other compensation.
- Memberships are not transferrable to non-eligible persons.
- The City will not substitute paid memberships at other fitness centers, gyms or recreation centers in lieu of membership at Rio Vista
- The value of memberships is taxable to both the City and the Employee and taxes will

be deducted from the employee's paycheck at monthly intervals.

Article 9: Overtime

56-Hour Employees

Overtime will be worked and will be allowed if assigned by the Fire Chief or his designees. 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 one hundred six (106) in a fourteen (14) day work period.

40-Hour Employees

If an employee assigned to a 40 hour shift is required by the Fire Chief to work on a designated holiday, that employee will be paid at 1.5 times their regular rate of pay for the hours worked.

Paid vacation, paid sick leave, paid military leave, paid bereavement leave, Holiday Leave Bank and paid personal leave day will be counted as hours worked for credit toward overtime calculations.

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 workweek.

Any employees working overtime assigned by the Fire Chief or Designee in another assignment (Fifty-six (56) versus forty (40) hour) shall be compensated at one and one-half (1.5) times their regular rate, with all components of pay included, for all hours worked above their normal shift schedule as outlined below.
40 hour versus 56 hour Overtime Rate Agreements:

56 Hour Overtime Rate

Fifty-six (56) hour overtime pay rate shall be utilized for all constant staffing, either full or partial, on dedicated daily operating apparatus such as (Engines, Ladders, Rescues, LA Units, Part-Time Units, etc.) and events that require members to provide their structural firefighting gear (such as the July 3rd & 4th Events).

40 Hour Overtime Rate

Forty (40) hour overtime pay rate shall be utilized for all staffing assignments, either full or partial, outside of daily operating apparatus such as (Special Events, Staff Assignments, etc.) where structural firefighting gear is not required.

See Attachment B for pay equalization.

Article 10: <u>Working Out Of Class</u>

1. Any member assigned, by the Fire Chief or his Designee, to any Staff Assignment (40 hour) will receive an additional (5%) assignment pay for working in a higher capacity outside of normal operational requirements.

2. Any member assigned, by the Fire Chief or his Designee, to any Shift Assignment (56 hour) will receive an additional (5%) assignment pay for working in a higher capacity outside of normal operational requirements.

   Employees will be eligible after successfully completing probation and a Working Out of Class (WOOC) workbook. Employees successfully passing a promotional exam and maintaining a certification through annual testing will be eligible to WOOC.

   i. 4.5 years of service is required to be eligible to WOOC as a Captain along with successful completion of the Engineer WOOC book and additional mandated training. To WOOC as a Battalion Chief the above is required with additional mandated training and procedures as outlined through the Battalion Chief WOOC Program.

   ii. Upon successful completion of the workbook, the Training Division will be notified and a test will be scheduled. Successful completion of the test, the employee's classification status will be updated.

   iii. Any employee that fails a promotional exam, while eligible to WOOC in any rank for which they are testing, will be referred for review and additional training. When the additional training has been successfully completed, the employee's eligibility status will be reinstated.

   iv. Employees must recertify annually for firefighter basic skills and all positions previously qualified to WOOC during the third quarter MCS evaluations. Any employee that has not been qualified to WOOC for a period greater than one year must re-qualify through the Fire Department's program or promotional testing.

Employees may request to have their WOOC status removed at any time. Following the change in status an employee will be required to wait one year to reapply for WOOC status.

Time worked in a higher classification will not be credited toward the completion of probationary requirements in the higher classification.

1. Light Duty personnel and those in departmental training will receive their normal 56-hour rate of pay.

2. Employees assigned by management to any Day, Staff Assignment, or Light Duty (40 hour) will utilize the 1.5122 multiplier to calculate new base pay rate, if such assignment is to exceed two consecutive pay periods and will continue to receive such assignment pay for the duration of such assignment. This multiplier will capture all hours of FLSA, straight pay, and negotiated holiday pay contained within the terms of the contract.

Article 11: Callback Pay

Callback time will be a minimum of two (2) hours at one and one-half (1.5) times the employee's regular rate of pay after the first seven (7) minutes, calculated to the nearest one-quarter (1/4) hour.

Article 12: Uniform, Clothing and Equipment Allowance

Employees will receive one thousand dollars ($1,000) per annum for reimbursement of reasonable expense for cost, maintenance and cleaning of uniforms, clothing, and equipment. Five hundred dollars ($500) will be paid on or about August 1 and February 1 of each MOU year. Upon successful completion of the Academy, new recruits shall receive the entire first year payment. They shall not receive the next regularly scheduled payment, but then shall resume on regular bi-annual payments forward.

Article 13: Paid and Unpaid Leaves

1. Vacation Leave
   All full-time employees working a fifty-six (56) hour workweek will earn vacation leave as outlined in the following schedule:

56-Hour Workweek			
Years of Employment	**Year 1**	**Year 2**	**Year 3**
0 - 3.99	108	114	120
4 - 8.99	122	128	134
9 - 13.99	156	162	168
14 -18.99	212	218	224
19+	260	266	272

   To convert leave banks from 56-hour accruals to the equivalent 40-hour accruals (and vice-versa): Multiply (or divide) each category of leave (sick, vacation, comp) by 1.4 to calculate new leave accrual balances.

2. Employees will be allowed to accrue vacation leave up to 544 hours annually. All vacation time, which would normally accrue after having attained this amount, will be forfeited.

3. Vacation Conversion to Cash

Employees may request direct payment of accrued vacation hours under either of the following provisions:

a. In June and December of each year, employees with seven and one-half (7.5) years of service may convert up to ninety-six (96) hours of accrued vacation to direct pay. Employees must maintain a minimum balance of ninety-six (96) hours of accrued vacation to be eligible for this benefit.

b. Employees with ten (10) years of service may elect to receive all vacation accrual in a fiscal year as direct pay to be paid in the same pay period the vacation would have normally been accrued. Employees must have a minimum balance of ninety-six (96) hours of vacation to be eligible for this benefit. Employees must request this option no later than June 15 of any given year to be implemented for the following fiscal year.

4. Sick Leave

a. A full-time employee will be entitled to paid sick leave. Employees working 56-hour workweeks will accrue sick leave at the rate of 11.166 hours each complete calendar month of work (134 hours per year). Employees working 40-hour workweeks will accrue sick leave at the rate of 8 hours each completed calendar month of work.

5. Sick Leave Conversion at Retirement

Upon retirement from City service, as defined by eligibility to receive PSPRS retirement benefits, including disability retirement, will be eligible to convert all accumulated sick leave to regular straight-time pay at an amount equal to 50% of all hours up to 1,720 hours. Any accumulated hours in excess of 1,720 shall be paid at 100%. This payment shall be deposited into the employees 457 Plan until such time the statutory limit has been reached, and then it shall be paid directly to the retiree. The employee may elect to be paid out sick leave directly, upon written notice to Human Resources no later than two weeks prior to the last day of employment.

6. Leave of Absence without Pay

a. Leave of absence without pay may be granted to regular employees, upon written request, for a period not to exceed ninety (90) days by the City Manager. Upon expiration of leave of absence without pay, the employees will return to work in the position held at the time that leave was granted.

b. Failure, without good cause of the employee on leave, to report promptly when leave has expired will be considered as a resignation. There will be no accrual of sick leave or

vacation leave while on leave of absence without pay.

7. Industrial Leave

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.

Industrial leave is not accrued, but is available through the State Industrial Commission or the City's Employee Benefit Trust in conjunction with the state law and City policy.

a. Job Related Injury:
Job related personal injuries to employees must be reported to their immediate supervisor, absent extenuating circumstances, within twenty-four (24) hours of the time the accident occurred. The City has the right to request that an employee injured on the job seek medical assistance from a doctor of the City's choice.

i. Industrial leave is authorized through the State Industrial Commission or the Employee Benefit Trust.
ii. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged to the employee.
iii. While on industrial leave, the employee will remain in full pay status accumulating all benefits due to him/her.
iv. An employee may remain on industrial leave for 180 calendar days at which time an evaluation will by made, upon the recommendation of a City authorized physician as to whether the employee will be able to return to work performing the essential functions of their job, with or without a reasonable accommodation.

b. Industrial Leave – Benefits:

i. The employee will remain in a full paid status regardless of when the injury occurred. Subsequent adjustments to the employee's earnings will be made to account for the non-taxable income attributable to the statutory amount as determined by the Arizona State Workers' Compensation Fund.
ii. If a compensable claim is processed through the Arizona State Compensation Fund, a check is issued to the employee and must be endorsed back to the City.
iii. If the claim is determined not to be compensable, the employee may appeal the decision to the Industrial Commission of the State of Arizona for final disposition.

c. Limited Duty Assignment:

i. When able, the City may provide limited duty assignments for full-time and regular part-time employees who are unable to perform their normal duty assignments due to temporary injuries, physical or mental, that have occurred on

duty. The employee may receive pay equivalent to the classification of the limited duty assignment.

ii. The limited duty assignment will not exceed a period of 90 calendar days, unless to so do would be in the best interest of the City. Any extension of the 90 calendar days will be subject to the approval of the City Manager or his designee.

1. If a City-authorized physician determines that the employee is no longer able to perform the essential functions of their same job after a disability occurs, the employee will be considered for other job openings for which the employee is qualified and for which the employee is able to perform, with or without a reasonable accommodations, provided the disability is covered under the Americans with Disabilities Act.
2. If a City-authorized physician determines that the employee is no longer able to perform the essential functions of their same job or any vacant job within the City, with or without reasonable accommodation, the employee may be separated from the City employment through an eligible retirement or disability process.
    a. If a determination has not been made by the 180th calendar day of industrial leave, an evaluation will be made as to whether or not the employee will be separated from the City or remain on leave status.
3. When released to full or light duty the employee is no longer on industrial leave. Any prescribed follow-up care during regular scheduled work hours will be charged to industrial leave. Industrial Leave that is taken specifically for follow-up care resulting from a work related injury will not be counted toward any calculations of excessive absences for the purpose of evaluations or disciplinary action.

d. This MOU shall not be construed to require the City to take any actions to create a position for light duty or limited duty assignments, beyond those which are deemed reasonable under the Americans with Disabilities Act.

The City of Peoria may require an employee to submit to an Independent Medical Exam (IME) or Second Opinion to determine fitness for return to duty, ability to perform essential functions of a job when conflicting results are received from medical personnel, or when job related illness or injuries prevent an employee from his/her job. This process is initiated by the City's designated Industrial Carrier with involvement by the Fire Chief, the Human Resources Director, and employee.

8. Bereavement Leave

a. Upon being notified of the death of a relative of an employee, the employee may be granted Bereavement Leave to attend the funeral, memorial service, or similar event commemorating the life of the deceased, held within thirty (30) days following the

death. These hours shall not be chargeable to vacation or sick leave. Any additional hours beyond the limit may be charged to the employee's accrued compensatory, personal, or vacation leave upon approval by the Fire Chief.

b. Full-time and regular part-time employees will be entitled to Bereavement Leave in the following manner:

    i. Firefighters working 24-hour shifts will be entitled to use up to forty-eight (48) hours bereavement.

c. Calculation of Bereavement Leave shall be based on the number of hours in the employee's regularly scheduled workday.

d. Bereavement Leave shall be allowed in the case of death of relative. There shall be no accrual of Bereavement Leave and any unused amounts shall automatically be forfeited when the employee returns to work. Upon retirement or termination of employment, compensation shall not be paid for unused Bereavement Leave.

e. 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 minor for whom the employee serves as the guardian or conservator.

f. 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 domestic partner affidavit filed with the Human Resources Department.

***First Degree Relative:** spouse or domestic partner, mother, father, daughter, son, full sister, full brother.
Second Degree Relative: grandmother, grandfather, granddaughter, grandson, aunt, uncle, niece, nephew, half sister, half brother.
Third Degree Relative: great grandmother, great grandfather, great granddaughter, great grandson, great aunt, great uncle, first female cousin, first male cousin, grand niece, grand nephew.

9. Personal Leave

Employees will receive two (2) days of personal leave each calendar year which is not cumulative and not carried over from one (1) 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; a total of forty-eight (48) hours per year for employees assigned to work

twenty-four (24) hour shifts and a total of sixteen (16) hours per year for employees assigned to work eight (8) hour shifts and a total of twenty (20) hours per year for employees assigned to work ten (10) hour shifts. Employees are required to request such leave ten (10) days in advance. Exceptions to the notice requirement may be made at the discretion of the Fire Chief or his/her designee.

10. Holiday Leave Bank

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, and the member must be employed on January 1st in order to receive this benefit. 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; (24) hours per year for employees assigned to work a fifty-six (56) hour shift and a total of ten (10) hours per year for employees assigned to work ten (10) hour shifts. This holiday leave bank will be counted as time worked.

Article 14: Staffing

1. The Fire Department will staff all engine and ladder companies with a minimum of four employee members in accordance with the provisions of the Article.

2. The City will have in place a Fire Department Constant Staffing Standard Operating Procedure. The Operating Procedure will outline the method of assigning constant staffing opportunities, minimum and maximum number of hours assigned, and constant staffing assignment for pre-scheduled and unscheduled leave.
3. The Standard Operating Procedure will be developed by a joint Labor-Management committee. The Standard Operating Procedure will not be altered or modified without first discussing the proposed changes with the Labor-Management Committee. The Constant Staffing Procedure may be reviewed as resources or operational requirements warrant at the request of any member of the Labor-Management Committee.

4. No more than fifty percent (50%) of the units designated as four-position constant staffed units will operate at a reduced three-member level at anyone time.

5. The minimum staffing provisions of this Article will be subject to:
   The maintenance of designate four-position constant staffed units will not degrade or otherwise adversely impact the financial integrity of the Fire Department overtime budget, resulting in increased cost to the City.

Article 15: Health and Safety Committee

A Fire Department Safety Committee will be established in accordance with department policy to

address safety issues including, but not limited to, NFPA 1500, OSHA, City, and department regulations. This policy will not be modified without consulting the Labor-Management Committee.

Article 16: Grievance Procedure

1. The City and the Association agree that the procedure provided in this MOU will be the sole and complete remedy for grievances under this MOU. Grievances on issues outside the terms of this MOU may not be grieved under the provisions of this MOU. Grievances on issues contained in the Personnel Administrative Regulations will be processed in accordance with the Personnel Administrative Grievance procedure.

2. Informal Resolution

   a. It is the responsibility of employees who believe that they have a bona fide complaint concerning violation of the MOU to promptly inform and discuss it with their Battalion Chief in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.

   b. 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:

3. Definition of Grievance

   A "grievance" is a written allegation by an employee, submitted in a timely manner in accordance with this provision, alleging specific violations of the terms of this MOU. The grievance will identify the article or articles of the MOU which are alleged to be violated and the specific remedy requested. Failure to identify the said article or articles of the MOU and the specific remedy will automatically terminate the grievance.

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 submit it to his/her Battalion Chief as designated by the City within fourteen (14) calendar days of the initial commencement of the occurrence being grieved. Either party may then request a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The supervisor will, within fourteen (14) calendar days of having received the written grievance, or such meeting, whichever is later, the second level or review will submit his/her response in writing to the

grievant and the grievant's representative, if any.

Step 2

If the response of the first level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Deputy Fire Chief within seven (7) calendar days of the grievant's receipt of the level one response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within twenty-one (21) calendar days of having received the written grievance, or the meeting, whichever is later, the second level of review will submit his/her response to the grievance to the grievant and the grievant's representative, if any.

Step 3

If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Fire Chief within seven (7) calendar days of the grievant's receipt of the level two response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within twenty-one (21) calendar days of having received the written grievance, or the meeting, whichever is later, the third level of review will submit his/her response to the grievance to the grievant and the grievant's representative, if any.

Step 4: Grievance Committee

If the response of the third level of review does not result in resolution of the grievance, the grievant and the Association may submit the grievance to a Grievance Committee for review and recommendation within seven (7) calendar days of the receipt of the level three response. The Grievance Committee will include two (2) representatives of the City Manager who were on the negotiating committee and two (2) representatives of the Association who were on the negotiating committee. These four (4) individuals will review the grievance and make a recommendation for resolution of the grievance, within fourteen (14) calendar days of having received the appeal.

Step 5: Arbitration

If the response of the fourth level of review does not result in resolution of the grievance, the grievant and the Association may jointly invoke the Step 4 procedure. Department management and the grievant, or their designated representatives, will agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties will, within seven (7) 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 not add to, detract from or modify the language of the MOU or of Department rules and regulations in considering any issue properly before him/her.

b. The arbitrator will expressly confine himself/herself to the precise issues submitted to him/her and will have no authority to consider any other issue not so submitted to him/her.

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 6

If Step 5 does not resolve the grievance, either party may submit the grievance to the City Manager. The City Manager may accept, modify or reject the arbitrator's recommendation and will submit this decision in writing to the grievant and his designated representative within twenty (20) calendar days of receipt off the written arbitrator's recommendation.

5. Time Limits

Failure of Department representatives to comply with time limits specified in Step I and 2 will entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits will constitute abandonment of the grievance. Except, however, the parties may extend time limits by mutual written agreement in advance.

Article 17: Prohibition of Strikes and Lockouts

The Association pledges to maintain unimpaired firefighting and related support services as directed by the Fire Chief. It will not cause, condone, counsel, or permit its members, or employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the Department.

Article 18: Fiscal Crisis

The parties to this MOU acknowledge that in the event of a fiscal crisis the City may request the employee organization to modify this Memorandum of Understanding for the purpose of including alternatives to temporary reductions in force or the permanent elimination of positions

in City employment.

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.

The City will provide the Association with a request to reopen the Memorandum specifying the specific actions requested. The Association will have ten (10) days to accept or reject the request. If the employee organization accepts the 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, City's charter, code, and ordinances.

Article 19: Savings Clause

1. If any Article or Section of this Memorandum should be held invalid by operation of law or by 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 this Memorandum 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 are currently applicable to certain wage and premium pay provisions of this MOU, and that 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, Employee Rights, Grievance Procedure and Articles constituting labor management joint endeavors conducted under this MOU will not be interpreted as requiring the Employer to count as time worked any hours or fractions thereof spent outside the employee's work shift in pursuit of such benefits.

Article 20: Term and Effect

1. This Memorandum of Understanding will remain in full force effect commencing on July 1, 2017 and terminating on June 30, 2020.

2. The City will not be required to meet and confer concerning any other matters, covered or not covered herein, during the term of this Memorandum.

3. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement will supersede any of its provisions.

ARTICLE 21: 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.

DROP 1:
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.

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.

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. 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.

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.

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____, 2016.

CITY OF PEORIA

By:

_____
Carl Swenson, City Manager

_____
Steve Burg, Acting City Attorney

_____
Dede Balcom Gaetz
Lead Negotiator, City of Peoria

_____
CamaLe Russell
Negotiation Team Member

_____
Christine Nickel
Negotiation Team Member

UNITED PHOENIX FIRE FIGHTERS ASSOCIATION
LOCAL 493
By:

_____
Hunter Clare, Captain
Vice President, PFFA

_____
Brian Leathers, Captain
Representative, PFFA

_____
Chad Kortman, Captain
Representative, PFFA

_____
Ben Bernes, Firefighter
Representative, PFFA

ATTEST:

_____
Rhonda Geriminsky, City Clerk

ATTACHMENT A
Wage Scale

FIREFIGHTER							
2.25%/1.50% Market			**2.50%/1.50% Market**			**2.50%/1.50% Market**	
FY 18 Steps	**FY 18 Hourly Rate**		**FY 19 Steps**	**FY 19 Hourly Rates**		**FY 20 Steps**	**FY 20 Hourly Rates**
1	$16.9405		1	$17.1946		1	$17.4526
2	$17.7982		2	$18.0651		2	$18.3361
3	$18.6992		3	$18.9797		3	$19.2644
4	$19.6458		4	$19.9405		4	$20.2396
5	$20.6404		5	$20.9500		5	$21.2643
6	$22.3917		6	$22.9515		6	$23.5253
FIRE ENGINEER							
2.25%/1.50% Market			**2.50%/1.50% Market**			**2.50%/1.50% Market**	
FY 18 Steps	**FY 18 Hourly Rate**		**FY 19 Steps**	**FY 19 Hourly Rates**		**FY 20 Steps**	**FY 20 Hourly Rates**
1	$24.6226		1	$25.2382		1	$25.8692
FIRE CAPTAIN							
2.25%/1.50% Market			**2.50%/1.50% Market**			**2.50%/1.50% Market**	
FY 18 Steps	**FY 18 Hourly Rate**		**FY 19 Steps**	**FY 19 Hourly Rates**		**FY 20 Steps**	**FY 20 Hourly Rates**
1	$26.2813		1	$26.6755		1	$27.0756
2	$27.6117		2	$28.0259		2	$28.4463
3	$29.9545		3	$30.7034		3	$31.4710

Fire Recruits will continue to be hired at the rate of : $16.43 per hour. Upon graduation from the Fire Academy, new Firefighters will move to Step 1 of the Firefighter pay plan. Upon six months after graduation from the Academy, and acceptable performance, new Firefighters will move to step 2 of the Firefighter pay plan. Effective January 1, 2018, with acceptable performance, Firefighters will move to Step 3 of the Firefighter pay plan six months after moving to Step 2. Their anniversary will be moved to the Step 3 date. The adjusted date becomes their anniversary date for further reviews and step increases. Upon 1 year after graduation from the Academy,

new Firefighters will receive confirmation whether they have passed their 12-month probation as Firefighters.

Upon promotion, Captains will be placed at Step 1 of the Captain Pay plan. Upon acceptable performance, they will move to Step 2 in six months. Upon acceptable performance, they will move to Step 3 six months after moving to Step 2.

ATTACHMENT "B"
Pay Equalization Compensatory Time Program

In accordance with the Fair Labor Standard Act (FLSA) and as an agreed-to outcome of conversations between the City and Association, Firefighters on 56-hour shifts will bank comp time during the work periods when they work 120 hours, and use this banked time to "normalize" their pay to be the equivalent of what they would get paid for 112 hours of work (106 hours regular time + 6 hours at time and a half, equaling 115 hours at straight time). This will be a regularly recurring action programmed into the Telestaff scheduling system. If this action is not regularly recurring, the additional pay over the actual hours worked may not count towards public safety retirement.

The amount of time to be banked, or used, will vary based on whether the employee chooses to be paid overtime or chooses to bank comp time for overtime worked.
Below is an **example** of how this works for employees who are paid overtime:

Scheduled Hours	Regular	OT worked	CompTime Earned (EqPay)	OT Paid	EqPay Comp Used	EqPay Comp Balance
						0
120	**106**	**14**	**9.5**	**7.67**		**9.5**
120	**106**	**14**	**9.5**	**7.67**		**19**
96	**96**				**19**	**0**

Below is an **example** of how this works for employees who bank compensatory time:

Scheduled Hours	Regular	OT worked	CompTime Earned (EqPay)	CompTime Earned (COMP)	EqPay Comp to CompTime	EqPay Comp used	EqPay Comp Balance
							0
120	**106**	**14**	**9.5**	**11.5**			**9.5**
120	**106**	**14**	**9.5**	**11.5**			**19**
96	**96**				**9**	**10**	**0**

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17R.

Date Prepared: 11/28/2016 Council Meeting Date: 12/6/2016

TO: Council Members

FROM: Mayor Cathy Carlat

SUBJECT: Adoption of Elected and Appointed Official Ethics Policy

Purpose:

For Council to consider the adoption of a new comprehensive Elected and Appointed Official Ethics Policy.

Background/Summary:

Currently Arizona state law prohibits municipal officers from engaging in certain conflicts of interest and other unethical acts of behavior. However, this legal requirement does not fully comprise a larger set of potential activities that could serve to undermine the public's confidence in their elected officials. With this in mind, the Mayor sets forth for Council consideration an adoption of a comprehensive ethics policy for all elected and appointed officials at the City of Peoria.

Currently the City Council maintains a policy specifically addressing City Council ethics proceedings (CP 1-15). However, the existing policy does not attempt to identify specific personal activities deemed unethical. This code of ethics can serve as the basis for education and training of public officials, as well as articulate expected conduct, standards, and practices while serving in their capacity.

The proposed Elected and Appointed Official Policy includes expected standards for such areas as conflicts of interest, gifts, use of city resources, and adherence to form of government. These standards are consistent with best practice policies from jurisdictions throughout the country. The latter part of the proposed policy clarifies the expected process for handling ethics complaints of elected and appointed officials. The proposed policy is attached for your consideration.

Options:

A: The City Council can repeal the existing Council Policy CP 1-15 (Rules of Procedure for City Council Ethics Proceedings), and adopt a new Council Policy CP 1-18 (Elected and Appointed

Official Ethics Policy).

B: The City Council can leave the existing Council Policy CP 1-15 (Rules of Procedure for City Council Ethics Proceedings) in place, and not adopt the proposed Elected and Appointed Official Ethics Policy.

Staff Recommendation:

Discussion and possible action to repeal the existing Council Policy 1-15 (Rules of Procedure for City Council Ethics Proceedings), and adopt the new Elected and Appointed Official Ethics Policy as Council Policy 1-18.

Fiscal Analysis:

There is no expected fiscal impact as a result of this action.

ATTACHMENTS:

Draft Elected and Appointed Official Ethics Policy

Draft Elected and Appointed Official Ethics Policy
November 16th, 2016

1) Purpose

a) The purpose of this policy is to recognize the primary function of local government at all times is to serve the best interests of all the people of Peoria. Our public representatives should strive to ensure fair and equal treatment of all persons and issues. Elected and appointed officials are expected to carry out their duties while following the ethical standards as defined in the subsequent sections of this document.

2) Governing Documents

a) Elected and appointed officials shall obey provisions listed within this ethics code, all applicable State and Federal laws, city charter, city code, and Council policies.

3) Conflicts of Interest

a) In order to assure the openness and impartiality of the public's interest, elected and appointed officials shall not use their official position to influence government decisions in which they have a material personal or financial interest. To avoid any appearance of improper conduct, this extends to relatives of the official, as well as to any entity that the elected or appointed official has a substantial interest.
b) Elected and appointed officials shall comply with any and all laws and rules with respect to conflict of interest.
c) Prior to undertaking office, an elected or appointed official is required to submit a Financial Disclosure Statement form.
d) When a conflict of interest arises, the elected or appointed official must immediately refrain from participating in any manner of the decision making process.
e) Within three business days of a known conflict of interest, the elected or appointed official must declare the specific nature of the interest through a public disclosure form in the City Clerk's office.
f) Elected or appointed officials must refrain from any outside employment that impairs his or her independence of judgment or action in the performance of official duties.

4) Anti-Nepotism

a) Immediate family members of elected and appointed officials cannot be hired by the City.

b) Immediate family members of elected and appointed officials cannot be appointed for City-related Boards and Commissions.

5) Gifts

a) No elected or appointed official shall receive any item in which a reasonable person would believe that the gift was intended to influence their performance of official duties.

b) No elected or appointed official shall solicit or accept any "valuable gift" or service greater than $50.00 in value in a calendar year, from a representative undertaking business with the City.

i) Exemptions include meals, token mementos, entertainment directly associated with an event where an official is serving as a representative for the City.

c) Elected and appointed officials may receive "items of minimal value" as defined later in this policy.

d) Members shall comply with state laws pertaining to the disclosure of gifts.

6) Use of City Resources

a) No elected or appointed official shall engage in the unauthorized use of City-owned facilities, property, or personnel for private purposes or personal gain.

b) Elected and appointed officials should not ask administrative or support staff to perform personal errands, calls or other services.

c) When travelling on City business, elected and appointed officials are entitled to be reimbursed for actual and necessary expenses. Expenses must be documented completely and accurately, and adhere to City of Peoria policies.

7) Adherence to Form of Government

a) Elected and appointed officials shall respect and adhere to the Council-Manager form of municipal government as established by City Charter. The Council-Manager form of government requires the City Council to determine all matters of policy, consistent with the roles defined in the City Charter.

b) Boards and ad-hoc public committees shall work in an advisory capacity through their staff liaison, as defined by the City Manager.

c) The City Manager shall be responsible for all administrative functions of the City. City Council members shall not interfere with or impair the ability of the City Manager to manage, determine, and implement administrative matters.

i) Elected and appointed officials shall not attend City staff meetings unless requested by staff.

ii) Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

iii) Comments by board, commission, or City Council members regarding concerns on staff performance should only be made to the City Manager, or their designee, through private correspondence or conversation.

8) Code of Conduct and Expectations

a) Elected officials are expected to conduct themselves in a manner consistent with the established Code of Teamwork and Cooperation (CP 1-1) as adopted by the City Council.

b) Elected and appointed officials shall comply with the established policies regarding use of technological/communication devices in public meetings (CP1-2 (H).

c) Elected and appointed officials shall not disclose any information that is acquired by individuals that is declared confidential by law.

d) Elected and appointed officials shall not engage in campaign-related matters and/or electioneeering at City meetings, or in City buildings.

9) Enforcement Process

a) Any elected or appointed official may file a complaint of alleged violations to this Ethics policy to the City Clerk.

b) A City Employee may submit a complaint of alleged violation to this Ethics policy to the City Clerk. Should this occur, the City will attempt to honor the confidentiality of that employee. Anonymous complaints will not be accepted for this enforcement process.

c) Such complaints must be filed within 90 days of the alleged event to the City Clerk, and shall specify in written detail the incident itself, as well as the provisions within this policy that were allegedly violated.

d) Elected and appointed officials accused of violating the ethics policy must be officially informed of the complaint by the City Clerk in writing within three business days.

e) Accused elected and appointed officials have the right to respond to the allegations to the City Clerk in written form within five business days of the date they were officially informed. Should no response be given in this time, the complaint itself will be brought forward for further review.

f) The complaint and response will be initially reviewed by a three-person Ethics Review Board. The Ethics Review Board provides the first level review of the complaint.

i) The Ethics Review Board shall be comprised of the Mayor, the Vice-Mayor, and the standing chairperson of the Personnel Review Board. Should the complaint involve the Mayor, the Vice-Mayor will assign a separate Councilmember to the Ethics Review Board for this complaint. Should the complaint involve another member of the Board, the Mayor will assign a separate Councilmember to the Ethics Review Board for this complaint. The Chairperson of the Personnel Review Board shall serve as the Chair of the Ethics Review Board.

ii) The Ethics Review Board will review the complaint to assess the following:
   (1) Is the nature of the complaint a violation of this Ethics policy?
   (2) Is there reasonable evidence to investigate this event further?

iii) The Ethics Review Board may dismiss the complaint or proceed with a formal review. Should the Ethics Review Board decide to proceed with a formal review, an investigation of the complaint shall be undertaken by an Independent Ethics Reviewer.

g) The investigation of the complaint shall be within 10 business days from receipt. If an extension is needed, a written request should be sent to the Ethics Review Board for approval.

h) At the completion of the investigation, the Independent Ethics Reviewer will render a finding to the City Council as a whole. The Independent Ethics Reviewer may either 1) Find no violation, notify City Council by written correspondence, and dismiss the complaint or 2) Find a violation and forward the finding to the City Council for potential discipline in a regular public session.

i) The elected or appointed official shall not use this complaint process to file false complaints. Should there be an allegation of a false claim, an elected or appointed official can use this enforcement process to file an Ethics complaint.

10) Disciplinary Action

a) The policy shall allow for the City Council to utilize informal resolution of minor infractions. Should formal disciplinary measures be approved, the City Council is expected to offer a course of corrective action. Any sanction should be consistent with the gravity of the offense.

Definitions

a) "Compensated" means receipt of money, thing of value, or financial benefit. "Compensated" does not include reimbursement for actual and necessary expenses incurred in the performance of official duties.
b) “Business” means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, and any legal entity.
c) “Conflict of Interest” refers to conflict on the part of a public official or public employee between his or her private interests and the official responsibilities inherent in an office of public trust.
d) “Disciplinary measures” refers to actions taken by the City Council as a result of a violation to this Ethics Policy.

    Examples of sanctions/measures may include:

    i) An education process, such as mandatory training.
    ii) A formal letter of public censure (noting the Council’s concern regarding conduct).
    iii) Councilmember or committee member may lose funding privileges to attend conferences or training for a defined period of time.
    iv) A Councilmember may lose direct funding privileges to use Council District Funds for the fiscal year.
    v) A Councilmember may require approval from the Mayor for fund disbursements from Council District Funds, prior to seeking City Attorney approval.
    vi) Councilmember may be removed from Committee or intergovernmental representative assignments.

e) “Elected or Appointed Official” means a member of the City Council or a member of council-appointed city boards and commissions and other council-appointed task groups or committees.
f) “Employee” refers to any individual drawing a salary from the City, and any noncompensated individual who performs personal services for the City. For purposes of this policy, this does not include Elected Officials.
g) “Gift” means a rendering of money, property, services, discount, loan forgiveness, payment of indebtedness, reimbursements from or payments by persons, other than the City of Peoria for travel or lodging or anything else of value in return for which legal consideration of equal or greater value is not given and received.
h) “Items of minimal value”. Any informational material transferred for the purpose of informing the recipient about matters pertaining to official City business, and that is not intended to financially benefit the recipient.

i) “Valuable Gift” shall mean any gift with a value in excess of $50, and any gift with a value of less than $50 where the item is durable and/or transferable and is offered within 6 months of similar gift(s). The purpose of this definition is to ensure that elected and appointed officials do not seek nor receive multiple gifts that total more than $50 over a relatively short period of time. Gifts that are durable and/or transferable do not include food items, meals, and the like.

i) “Incompatible Employment” refers to outside employment that impairs his or her independence of judgment or action in the performance of official duties.

j) "Immediate family" means a spouse, partner is a civil union, child, step child residing in the person's household and, all siblings.

k) “Official” means a member of the city council or a member of council-appointed city boards and commissions and other council-appointed task groups or committees.

l) “Relative” means spouse, partner in a civil union , child, child’s child, step-child, parent, step-parent, parent-in-law, grandparent and sibling.

m) “Use of City Resources” refers to use of municipal facilities, equipment, computers, portrait photography, property, or personnel.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 18R.

Date Prepared: 11/16/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Laura Krause, Human Resources Director

SUBJECT: Citizen Commission on Salaries for Elected City Officials

Purpose:

This is a request for City Council to accept or reject the recommendation made by the Citizens Commission on Salaries for Elected City Officials to increase the Mayor and Council salaries by five percent (5.0%).

Background/Summary:

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

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

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

Previous Actions:

The Commission met to review and discuss possible adjustments to Mayor and Council salaries and made a recommendation to increase Mayor and Council salaries by five percent (5.0%).

Options:

A: Accept the Commission's recommendation to increase Mayor and Council salaries by five percent (5.0%).

B : Reject the Commission's recommendation to increase Mayor and Council salaries by five percent (5.0%). If rejected by City Council, the Commission's recommendation process does not occur again for two years.

Staff Recommendation:

Discussion and possible action to accept the recommendation of the Citizens Commission on Salaries for Elected City Officials to increase the Mayor and Council salaries by five percent (5.0%).

Fiscal Analysis:

Accepting the recommendation of the Citizens Commission on Salaries for Elected City Officials would increase the FY 17 and FY 18 Mayor and Council Personnel Services budget.

Annual Salaries	Current	5.0% Increase
Mayor	$31,337	$32,903
Council	$20,891	$21,936

ATTACHMENTS:

Report and Recommendation
Survey Data

Contact Name and Number:

Laura Krause, Human Resources Director, (623) 773-7103

REPORT AND RECOMMENDATIONS
TO THE MAYOR AND CITY COUNCIL
CITY OF PEORIA, AZ

Submitted by
CITIZENS COMMISSION ON SALARIES
FOR ELECTED CITY OFFICIALS

February 9, 2016

SUMMARY OF COMMISSION DISCUSSION AND REPORT:
January 5 and January 28, 2016. The Commission reviewed documents prepared by City Staff including Salary Survey Benchmark Comparisons for Valley cities and towns, employee pay increases/decreases, and historical Commission Recommendations. The Peoria City Charter prescribes that salary recommendations be presented to the City Council every two years.

The Citizens Commission on Salaries for Elected City Officials, therefore, as required by the Charter of the City of Peoria, Arizona, hereby submits this Report and Recommendation for the salaries for Mayor and City Council of the City of Peoria, Arizona to the Office of the City Clerk.

The Citizens Commission on Salaries for Elected City Officials further requests that the City Clerk herewith comply with the requirements of said Charter, and submit the Report and Recommendations to the City Council for discussion and possible action.

RECOMMENDATION:

The Citizens Commission on Salaries for Elected City Officials reports to the City Council a recommendation of five percent (5.0%) increase for Mayor and Council for 2017 through 2018.

BACKGROUND:

In 1997, the Electors of the City of Peoria approved an amendment to the Charter of the City of Peoria that mandated the establishment of a five-member Citizens Commission on Salaries for Elected City Officials.

The current commission members are:

George Johnson, Chairman
David Eberhart, Reed Webber, Zachary Stringer and Diane Alfonso

BACKGROUND: (continued)

By Charter, the Commission is required to provide recommendations to the City Council every two years for any possible changes to the salary of the Mayor and City Council. The City Clerk is required to place the Commission's recommendations on a City Council agenda, and the City Council is required by the Charter to either accept or reject the Commission's recommendations.

The Charter sets forth very specific requirements that the Commission must follow regarding their responsibilities and recommendations. One of the requirements is that the Commission's recommendations for any salary adjustment must be filed with the City Clerk a minimum of 150 days prior to the Primary Election.

The Commission on Salaries for Elected City Officials makes recommendations in regards to salaries for the Mayor and City Council:

1. To increase or decrease the existing salary of the Mayor and City Council by an amount less than 5.1 percent.

   * The Council, by majority vote, may accept or reject the Commission's recommendations of an amount less than 5.1 percent without having the salary adjustment recommendation placed on the City's August 26, 2014 Primary Election Ballot.

2. To increase or decrease the existing salary for the Mayor and City Council by an amount of 5.1 percent or greater.

   * The Council, by majority vote, may accept or reject the Commission's recommendation to exceed 5.1 percent by the approval or denial and by resolution directing that the City Clerk place the issue on the August 26, 2014 Primary Election Ballot.

If the City Council, by majority vote, rejects the recommendations of the Commissions, the salary of the Mayor and Council remains the same, and the Commission's recommendation process does not occur again for two years.

Respectfully submitted this 11th day February, 2016.

[redacted]

George Johnson, Chairman
Citizens Commission on Salaries for Elected City Officials

Attachments: 2016 Elected Officials Salary Survey Benchmark Comparisons
Historical Recommendations/Employee Pay Increase Data

City	Population of City/Town	Number of FTEs working for the City/ Town	Do you have a job description or outline of duties for the Mayor? Yes or No (If Yes, Please attach this in the email)	Mayor Actual Annual Salary	Number of hours required to perform functions of Mayor (if available)	Actual hours worked per week (if available)	Number of staff that reports to the Mayor	Vehicle Annual Allowance for Mayor	Communication Annual Allowance for Mayor	Any Known Increases for FY 2017? If yes, please explain (amount, type)	Does the Mayor get benefits from the City? If so, what type? Example: Medical, Dental, Vision, retirement…etc	Any other benefits the Mayor receives? Please explain	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	507	No	$ 17,497				$ -	$960 (up to $150 per month per policy but he chooses $80 per month)	Unknown	Yes - medical, dental, vision, life, PSPRS		$ 18,457
Chandler	249,062	1,605	No	$ 50,243				$ 3,955	$ -	Unknown	Medical, Dental, Vision	EROP	$ 54,198
Gilbert	242,955	1,129	No	$ 37,822				$ 4,068	$ 1,200	Unknown	Medical, Dental, Vision Available. Elected Officials Retirement System		$ 43,090
Glendale	237,517	1,646	No	$ 48,000			10	$ -	$ -	Unknown	Medical, Dental, Vision, Life, Retirement		$ 48,000
Goodyear	74,743	531	No	$ 23,000				$ -	$ -	No	Medical, dental, vision, life ins		$ 23,000
Litchfield Park **	5,759	48	No	$ -			1			None	None		$ -
Mesa	462,376	3,556	No	$ 73,545	Most work FT or more			$ 9,600	$960 for cell and $480 for data package for IPAD	No. However, Compensation Commission Met 11/17/15 - reconvening in January 2016 to finalize recommendations. If there are changes they would be effective 1/2017	Medical, Dental, Vision (portion paid by participant).	Supplemental Life: for employee, spouse and dependent upon election. Mayor/Councilmember paid. Executive Physical. Eligible to participate in Deferred Comp	$ 84,585
Phoenix	1.513M	14,410	Yes	$ 88,000	*Although not stated in the City Charter, the Law Dept interprets elected official positions to be part time. However, in actual practice, elected officials report working 50 or more hours per week on official duties.		8	$ 5,220	$ 1,200	No	Medical, Dental, Vision	Basic life and AD&D at 1.75 x base annual salary ($154,000) each; and occAD&D at $75,000. Coverage ($200,000) for commuting from home and job, and may participate in the Voluntary Supp.l Life Insurance, and Flex Reimb Acct Program (Flexrap). May participate in the 457 Def Comp Plan. Has up to 31 days of taking office (first term only) to elect to make personal contributions to the City's 401(a) Defined Cont. Plan. 100% Platinum Pass bus/light rail card subsidy. City provides for a computer workstation at home office. 11.5 designated holidays. Ineligible for service awards, premium pay, monetary Employee Suggestion Program awards, unemployment insurance, or SS deductions.	$ 94,420
Scottsdale	228,300	2,476	Yes	$ 36,000			1	$ 7,200	$ 1,140	TBD	Yes - Medical, Dental, Vision, PSPRS		$ 44,340
Surprise	123,797	804	No	$ 34,017	40	40	9	$ -	$ 1,260	Unknown	Same as all benefited employees		$ 35,277
Tempe	161,719	1,589	no	$ 57,262					City will pay personal cell phone, if they choose to have their phone plan through the City (Verizon) Plan.	Unknown	Medical, Dental, Vision, Deferred Comp (Optional)	EORP	$ 57,262
Peoria	168,450	1,145	No	$ 31,337			0	$ -	$ 3,000	TBD	Same as all benefited employees	EORP	$ 34,337
			Average	**$ 42,308**									**$ 45,693**
			Average Difference $	**$ (10,971)**									**$ (11,356)**
			Average Difference %	**-35%**									**-33%**

** Mayor and Council are all volunteers and do not receive a salary.

City	Population of City/Town	Number of FTEs working for the City/Town	Do you have a job description or outline of duties for the Vice Mayor? Yes or No (If Yes, Please attach this in the email)	Vice Mayor Actual Annual Salary	Number of hours required to perform functions of the Vice Mayor (if available)	Actual hours worked per week (if available)	Number of Staff that reports to the Vice Mayor	Vehicle Annual Allowance for Vice Mayor	Communication Annual Allowance for Vice Mayor	Any Known Increases for FY 2017? If yes, please explain (amount, type)	Does the Vice Mayor get benefits from the City? If so, what type? Example: Medical, Dental and Vision	Any other benefits the Vice Mayor receives (EORP…etc)? Please explain	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	507	No	$ 13,122				$ -	$ 1,560	Unknown	Yes - medical, dental, vision, life, PSPRS		$ 14,682
Chandler	249,062	1,605	No	$ 29,435				$ -	$ -	Unknown	Medical, Dental Vision	EROP	$ 29,435
Gilbert	242,955	1,129	No	$ 21,012				$ -	$ 1,200	Unknown	Medical, Dental, Vision Available. Elected Officials Retirement System		$ 22,212
Glendale	237,517	1,646	No	$ 34,000					$ 900	Unknown	Medical, Dental, Vision, Life, Retirement		$ 34,900
Goodyear	74,743	531	No	$ 12,500		Varies				No	Medical, dental, vision, life ins		$ 12,500
Litchfield Park **	5,759	48	No	$ -				$ -	$ -	None	None		$ -
Mesa	462,376	3,556	No	$ 36,832	Most work FT or more		1	$ 4,200	$ 1,440	No. However, Compensation Commission Met 11/17/15 - reconvening in January 2016 to finalize recommendations. If there are changes they would be effective 1/2017	Medical, Dental, Vision (portion paid by participant).	Supplemental Life: for employee, spouse and dependent upon election. Mayor/Councilmember paid. Executive Physical. Eligible to participate in Deferred Comp	$ 42,472
Phoenix	1.513M	14,410	Vice Mayor is a Council Member	$ 61,600	*Although not stated in the City Charter, the Law Department interprets elected official positions to be part time. However, in actual practice, elected officials report working 50 or more hours per week on official duties.			$ 5,940	$ 1,200	No	Medical, Dental, Vision	EROP, may participate in the 457 Deferred Compensation Plan. A newly-elected City Council member has up to 31 days from his/her date of taking office (first term only) to elect to make personal contributions to the City's 401(a) Def Contr Plan. May have 100% Platinum Pass bus/light rail card subsidy. City provides for a computer workstation at home office. 11.5 designated holidays. Ineligible for service awards, premium pay, monetary Employee Suggestion Program awards, unemployment insurance, or SS deductions.	$ 68,740
Scottsdale	228,300	2,476	Scottsdale does not have a Vice Mayor Currently (When they do, they pay at Council Member Rate)	$ 18,000			5	$ 5,400	$ 1,140	TBD	Yes - Medical, Dental, Vision, PSPRS		$ 24,540
Surprise	123,797	804	No	$ 20,242	40	40		$ -	$ 1,260	Unknown	Same as all benefited employees		$ 21,502
Tempe	161,719	1,589	No	$ 28,631					City will pay personal cell phone, if they choose to have their phone plan through the City (Verizon) Plan.	Unknown	Medical, Dental, Vision, Deferred Comp (Optional)	EORP	$ 28,631
Peoria	168,450	1,145		$ 20,892			0	$ 3,300	$ 1,920	TBD	Same as all benefited employees	EORP	$ 26,112
			Average	**$ 25,034**									**$ 27,238**
			Average Difference $	**$ (4,142)**									**$ (1,126)**
			Average Difference %	**-20%**									**-4%**

** **Mayor and Council are all volunteers and do not receive a salary.**

City	Population of City/Town	Number of FTEs working for the City/Town	Do you have a job description or outline of duties for the Council? Yes or No (If Yes, Please attach this in the email)	Council Actual Annual Salary	Number of hours required to perform functions of Council (per member - if available)	Actual hours worked per week (if available)	Number of staff that reports to each Council member	Vehicle Annual Allowance for Council	Communication Annual Allowance for Council	Any Known Increases for FY 2017? If yes, please explain (amount, type)	Do the Council Members get benefits from the City? If so, what type? Example: Medical, Dental and Vision	Any other benefits the Council Members receive (EORP…etc)? Please explain	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	507	No	$ 8,748					$ 1,560	Unknown	Yes - medical, dental, vision, life, PSPRS		$ 10,308
Chandler	249,062	1,605	No	$ 29,435				$ -	$ -	Unknown	Medical, Dental Vision	EROP	$ 29,435
Gilbert	242,955	1,129	No	$ 21,012				$ -	$ 1,200	Unknown	Medical, Dental, Vision Available. Elected Officials Retirement System		$ 22,212
Glendale	237,517	1,646	No	$ 34,000					$ 900	Unknown	Medical, Dental, Vision, Life, Retirement		$ 34,900
Goodyear	74,743	531	No	$ 9,200		Varies				No	Medical, dental, vision, life ins		$ 9,200
Litchfield Park **	5,759	48	No	$ -				$ -	$ -	None	None		$ -
Mesa	462,376	3,556	No	$ 36,832	Most work FT or more		1	$ 4,200	$ 1,440	No. However, Compensation Commission Met 11/17/15 - reconvening in January 2016 to finalize recommendations. If there are changes they would be effective 1/2017	Medical, Dental, Vision (portion paid by participant).	Supplemental Life: for employee, spouse and dependent upon election. Mayor/Councilmember paid. Executive Physical. Eligible to participate in Deferred Comp	$ 42,472
Phoenix	1.513M	14,410	No	$ 61,600	*Although not stated in the City Charter, the Law Department interprets elected official positions to be part time. However, in actual practice, elected officials report working 50 or more hours per week on official duties.			$ 5,220	$ 1,200	No	Medical, Dental, Vision	EORP. May participate in the City's 457 Def Comp Plan. A newly-elected has up to 31 days from his/her date of taking office (first term only) to elect to make personal contributions to the City's 401(a) Def Contr Plan. 100% Platinum Pass bus/light rail card subsidy. City provides for a computer workstation at home office. 11.5 designated holidays. City Council members are ineligible for service awards, premium pay, monetary Employee Suggestion Program awards, unemployment insurance, or SS deductions.	$ 68,020
Scottsdale	228,300	2,476	Yes	$ 18,000			5	$ 5,400	$ 1,140	TBD	Yes - Medical, Dental, Vision, PSPRS		$ 24,540
Surprise	123,797	804	No	$ 20,242	40	40		$ -	$ 1,260	Unknown	Same as all benefited employees		$ 21,502
Tempe	161,719	1,589	No	$ 28,334					City will pay personal cell phone, if they choose to have their phone plan through the City (Verizon) Plan.	Unknown	Medical, Dental, Vision, Deferred Comp (Optional)	EORP	$ 28,334
Peoria	168,450	1,145		$ 20,892			0	$ 3,300	$ 1,920	TBD	Same as all benefited employees	EORP	$ 26,112
			Average	**$ 24,309**									**$ 26,448**
			Average Difference $	**$ (3,417)**									**$ (336)**
			Average Difference %	**-16%**									**-1%**

** Mayor and Council are all volunteers and do not receive a salary.

City	Population of City/Town	Number of FTEs working for the City/ Town	Do you have a job description or outline of duties for the Mayor? Yes or No (If Yes, Please attach this in the email)	Mayor Actual Annual Salary	Number of hours required to perform functions of Mayor (if available)	Actual hours worked per week (if available)	Number of staff that reports to the Mayor	Vehicle Annual Allowance for Mayor	Communication Annual Allowance for Mayor	Any Known Increases for FY 2017? If yes, please explain (amount, type)	Does the Mayor get benefits from the City? If so, what type? Example: Medical, Dental, Vision, retirement…etc	Any other benefits the Mayor receives? Please explain	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	507	No	$ 17,497				$ -	$960 (up to $150 per month per policy but he chooses $80 per month)	Unknown	Yes - medical, dental, vision, life, PSPRS		$ 18,457
Chandler	249,062	1,605	No	$ 50,243				$ 3,955	$ -	Unknown	Medical, Dental, Vision	EROP	$ 54,198
Gilbert	242,955	1,129	No	$ 37,822				$ 4,068	$ 1,200	Unknown	Medical, Dental, Vision Available. Elected Officials Retirement System		$ 43,090
Glendale	237,517	1,646	No	$ 48,000			10	$ -	$ -	Unknown	Medical, Dental, Vision, Life, Retirement		$ 48,000
Goodyear	74,743	531	No	$ 23,000				$ -	$ -	No	Medical, dental, vision, life ins		$ 23,000
Litchfield Park **	5,759	48	No	$ -			1			None	None		$ -
Mesa	462,376	3,556	No	$ 73,545	Most work FT or more			$ 9,600	$960 for cell and $480 for data package for IPAD	No. However, Compensation Commission Met 11/17/15 - reconvening in January 2016 to finalize recommendations. If there are changes they would be effective 1/2017	Medical, Dental, Vision (portion paid by participant).	Supplemental Life: for employee, spouse and dependent upon election. Mayor/Councilmember paid. Executive Physical. Eligible to participate in Deferred Comp	$ 84,585
Scottsdale	228,300	2,476	Yes	$ 36,000			1	$ 7,200	$ 1,140	TBD	Yes - Medical, Dental, Vision, PSPRS		$ 44,340
Surprise	123,797	804	No	$ 34,017	40	40	9	$ -	$ 1,260	Unknown	Same as all benefited employees		$ 35,277
Tempe	161,719	1,589	no	$ 57,262					City will pay personal cell phone, if they choose to have their phone plan through the City (Verizon) Plan.	Unknown	Medical, Dental, Vision, Deferred Comp (Optional)	EORP	$ 57,262
Peoria	168,450	1,145	No	$ 31,337			0	$ -	$ 3,000	TBD	Same as all benefited employees	EORP	$ 34,337
			Average	**$ 37,738**									**$ 40,821**
			Average Difference $	**$ (6,401)**									**$ (6,484)**
			Average Difference %	**-20%**									**-19%**

** Mayor and Council are all volunteers and do not receive a salary.

City	Population of City/Town	Number of FTEs working for the City/Town	Do you have a job description or outline of duties for the Vice Mayor? Yes or No (If Yes, Please attach this in the email)	Vice Mayor Actual Annual Salary	Number of hours required to perform functions of the Vice Mayor (if available)	Actual hours worked per week (if available)	Number of Staff that reports to the Vice Mayor	Vehicle Annual Allowance for Vice Mayor	Communication Annual Allowance for Vice Mayor	Any Known Increases for FY 2017? If yes, please explain (amount, type)	Does the Vice Mayor get benefits from the City? If so, what type? Example: Medical, Dental and Vision	Any other benefits the Vice Mayor receives (EORP…etc)? Please explain	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	507	No	$ 13,122				$ -	$ 1,560	Unknown	Yes - medical, dental, vision, life, PSPRS		$ 14,682
Chandler	249,062	1,605	No	$ 29,435				$ -	$ -	Unknown	Medical, Dental Vision	EROP	$ 29,435
Gilbert	242,955	1,129	No	$ 21,012				$ -	$ 1,200	Unknown	Medical, Dental, Vision Available. Elected Officials Retirement System		$ 22,212
Glendale	237,517	1,646	No	$ 34,000					$ 900	Unknown	Medical, Dental, Vision, Life, Retirement		$ 34,900
Goodyear	74,743	531	No	$ 12,500		Varies				No	Medical, dental, vision, life ins		$ 12,500
Litchfield Park **	5,759	48	No					$ -	$ -	None	None		
Mesa	462,376	3,556	No	$ 36,832	Most work FT or more		1	$ 4,200	$960 for cell and $480 for data package for IPAD	No. However, Compensation Commission Met 11/17/15 - reconvening in January 2016 to finalize recommendations. If there are changes they would be effective 1/2017	Medical, Dental, Vision (portion paid by participant).	Supplemental Life: for employee, spouse and dependent upon election. Mayor/Councilmember paid. Executive Physical. Eligible to participate in Deferred Comp	$ 42,472
Scottsdale	228,300	2,476	Scottsdale does not have a Vice Mayor Currently (When they do, they pay at Council Member Rate)	$ 18,000			5	$ 5,400	$ 1,140	TBD	Yes - Medical, Dental, Vision, PSPRS		$ 24,540
Surprise	123,797	804	No	$ 20,242	40	40		$ -	$ 1,260	Unknown	Same as all benefited employees		$ 21,502
Tempe	161,719	1,589	No	$ 28,631					City will pay personal cell phone, if they choose to have their phone plan through the City (Verizon) Plan.	Unknown	Medical, Dental, Vision, Deferred Comp (Optional)	EORP	$ 28,631
Peoria	168,450	1,145		$ 20,892			0	$ 3,300	$ 1,920	TBD	Same as all benefited employees	EORP	$ 26,112
			Average	**$ 23,753**									**$ 25,653**
			Average Difference $	**$ (2,861)**									**$ 459**
			Average Difference %	**-14%**									**2%**

** **Mayor and Council are all volunteers and do not receive a salary.**

City	Population of City/Town	Number of FTEs working for the City/Town	Do you have a job description or outline of duties for the Council? Yes or No (If Yes, Please attach this in the email)	Council Actual Annual Salary	Number of hours required to perform functions of Council (per member - if available)	Actual hours worked per week (if available)	Number of staff that reports to each Council member	Vehicle Annual Allowance for Council	Communication Annual Allowance for Council	Any Known Increases for FY 2017? If yes, please explain (amount, type)	Do the Council Members get benefits from the City? If so, what type? Example: Medical, Dental and Vision	Any other benefits the Council Members receive (EORP…etc)? Please explain	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	507	No	$ 8,748					$ 1,560	Unknown	Yes - medical, dental, vision, life, PSPRS		$ 10,308
Chandler	249,062	1,605	No	$ 29,435				$ -	$ -	Unknown	Medical, Dental Vision	EROP	$ 29,435
Gilbert	242,955	1,129	No	$ 21,012				$ -	$ 1,200	Unknown	Medical, Dental, Vision Available. Elected Officials Retirement System		$ 22,212
Glendale	237,517	1,646	No	$ 34,000					$ 900	Unknown	Medical, Dental, Vision, Life, Retirement		$ 34,900
Goodyear	74,743	531	No	$ 9,200		Varies				No	Medical, dental, vision, life ins		$ 9,200
Litchfield Park **	5,759	48	No	$ -				$ -	$ -	None	None		$ -
Mesa	462,376	3,556	No	$ 36,832	Most work FT or more		1	$ 4,200	$960 for cell and $480 for data package for IPAD	No. However, Compensation Commission Met 11/17/15 - reconvening in January 2016 to finalize recommendations. If there are changes they would be effective 1/2017	Medical, Dental, Vision (portion paid by participant).	Supplemental Life: for employee, spouse and dependent upon election. Mayor/Councilmember paid. Executive Physical. Eligible to participate in Deferred Comp	$ 42,472
Scottsdale	228,300	2,476	Yes	$ 18,000			5	$ 5,400	$ 1,140	TBD	Yes - Medical, Dental, Vision, PSPRS		$ 24,540
Surprise	123,797	804	No	$ 20,242	40	40		$ -	$0 to $1,260	Unknown	Same as all benefited employees		$ 21,502
Tempe	161,719	1,589	No	$ 28,334					City will pay personal cell phone, if they choose to have their phone plan through the City (Verizon) Plan.	Unknown	Medical, Dental, Vision, Deferred Comp (Optional)	EORP	$ 28,334
Peoria	168,450	1,145		$ 20,892			0	$ 3,300	$ 1,920	TBD	Same as all benefited employees	EORP	$ 26,112
			Average	**$ 20,580**									**$ 22,290**
			Average Difference $	**$ 312**									**$ 3,822**
			Average Difference %	**2%**									**17%**

** Mayor and Council are all volunteers and do not receive a salary.

Mayor's Data - Without Standard Deviation

City	Population	Mayor Actual Annual Salary	Vehicle Annual Allowance for Mayor	Communication Annual Allowance for Mayor	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	$ 17,497	$ -	$ 960	$ 18,457
Chandler	249,062	$ 50,243	$ 3,955	$ -	$ 54,198
Gilbert	242,955	$ 37,822	$ 4,068	$ 1,200	$ 43,090
Glendale	237,517	$ 48,000	$ -	$ -	$ 48,000
Goodyear	74,743	$ 23,000	$ -	$ -	$ 23,000
Litchfield Park*	5,759	$ -	$ -	$ -	$ -
Mesa	462,376	$ 73,545	$ 9,600	$ 1,440	$ 84,585
Scottsdale	228,300	$ 36,000	$ 7,200	$ 1,140	$ 44,340
Surprise	123,797	$ 34,017	$ -	$ 1,260	$ 35,277
Tempe	161,719	$ 57,262	$ -	$ -	$ 57,262
Peoria	168,450	$ 31,337	$ -	$ 3,000	$ 34,337
Average:		**$ 37,739**			$ 40,821
Average Difference $:		$ (6,402)			$ (6,484)
Average Difference %:		**-20%**			-19%

Std Dev based on Actual Salary: *$16,675-$58,802*

Mayor's Data - With Standard Deviation

City	Population	Mayor Actual Annual Salary	Vehicle Annual Allowance for Mayor	Communication Annual Allowance for Mayor	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	$ 17,497	$ -	$ 960	$ 18,457
Chandler	249,062	$ 50,243	$ 3,955	$ -	$ 54,198
Gilbert	242,955	$ 37,822	$ 4,068	$ 1,200	$ 43,090
Glendale	237,517	$ 48,000	$ -	$ -	$ 48,000
Goodyear	74,743	$ 23,000	$ -	$ -	$ 23,000
Scottsdale	228,300	$ 36,000	$ 7,200	$ 1,140	$ 44,340
Surprise	123,797	$ 34,017	$ -	$ 1,260	$ 35,277
Tempe	161,719	$ 57,262	$ -	$ -	$ 57,262
Peoria	168,450	$ 31,337	$ -	$ 3,000	$ 34,337
Average:		**$ 37,980**			$ 40,455
Average Difference $:		$ (6,643			$ (6,116
Average Difference %:		**-21%**			-18%

Vice Mayor's Data - Without Standard Deviation

City	Population	Vice Mayor Actual Annual Salary	Vehicle Annual Allowance for Vice Mayor	Communication Annual Allowance for Vice Mayor	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	$ 13,122	$ -	$ 1,560	$ 14,682
Chandler	249,062	$ 29,435	$ -	$ -	$ 29,435
Gilbert	242,955	$ 21,012	$ -	$ 1,200	$ 22,212
Glendale	237,517	$ 34,000	$ -	$ 900	$ 34,900
Goodyear	74,743	$ 12,500	$ -	$ -	$ 12,500
Litchfield Park*	5,759	$ -	$ -	$ -	$ -
Mesa	462,376	$ 36,832	$ 4,200	$ 1,440	$ 42,472
Scottsdale	228,300	$ 18,000	$ 5,400	$ 1,140	$ 24,540
Surprise	123,797	$ 20,242	$ -	$ 1,260	$ 21,502
Tempe	161,719	$ 28,631	$ -	$ -	$ 28,631
Peoria	168,450	$ 20,892	$ 3,300	$ 1,920	$ 26,112
Average:		**$ 21,377**			$ 23,087
Average Difference $:		$ (485)			$ 3,025
Average Difference %:		**-2%**			12%

Std Dev based on Actual Salary: *$10,160-$32,595*

Vice Mayor's Data - With Standard Deviation

City	Population	Vice Mayor Actual Annual Salary	Vehicle Annual Allowance for Vice Mayor	Communication Annual Allowance for Vice Mayor	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	$ 13,122	$ -	$ 1,560	$ 14,682
Chandler	249,062	$ 29,435	$ -	$ -	$ 29,435
Gilbert	242,955	$ 21,012	$ -	$ 1,200	$ 22,212
Goodyear	74,743	$ 12,500	$ -	$ -	$ 12,500
Scottsdale	228,300	$ 18,000	$ 5,400	$ 1,140	$ 24,540
Surprise	123,797	$ 20,242	$ -	$ 1,260	$ 21,502
Tempe	161,719	$ 28,631	$ -	$ -	$ 28,631
Peoria	168,450	$ 20,892	$ 3,300	$ 1,920	$ 26,112
Average:		**$ 20,420**			$ 21,925
Average Difference $:		$ 472			$ 4,183
Average Difference %:		**2%**			16%

Council Member's Data - Without Standard Deviation

City	Population	Council Actual Annual Salary	Vehicle Annual Allowance for Council	Communication Annual Allowance for Council	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	$ 8,748	$ -	$ 1,560	$ 10,308
Chandler	249,062	$ 29,435	$ -	$ -	$ 29,435
Gilbert	242,955	$ 21,012	$ -	$ 1,200	$ 22,212
Glendale	237,517	$ 34,000	$ -	$ 900	$ 34,900
Goodyear	74,743	$ 9,200	$ -	$ -	$ 9,200
Litchfield Park*	5,759	$ -	$ -	$ -	$ -
Mesa	462,376	$ 36,832	$ 4,200	$ 1,440	$ 42,472
Scottsdale	228,300	$ 18,000	$ 5,400	$ 1,140	$ 24,540
Surprise	123,797	$ 20,242	$ -	$ 1,260	$ 21,502
Tempe	161,719	$ 28,334	$ -	$ -	$ 28,334
Peoria	168,450	$ 20,892	$ 3,300	$ 1,920	$ 26,112
Average:		**$ 20,580**			$ 22,290
Average Difference $:		$ 312			$ 3,822
Average Difference %:		**1%**			15%

Std Dev based on Actual Salary: *$8,642-$32,519*

Council Member's Data - With Standard Deviation

City	Population	Council Actual Annual Salary	Vehicle Annual Allowance for Council	Communication Annual Allowance for Council	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	$ 8,748	$ -	$ 1,560	$ 10,308
Chandler	249,062	$ 29,435	$ -	$ -	$ 29,435
Gilbert	242,955	$ 21,012	$ -	$ 1,200	$ 22,212
Goodyear	74,743	$ 9,200	$ -	$ -	$ 9,200
Scottsdale	228,300	$ 18,000	$ 5,400	$ 1,140	$ 24,540
Surprise	123,797	$ 20,242	$ -	$ 1,260	$ 21,502
Tempe	161,719	$ 28,334	$ -	$ -	$ 28,334
Peoria	168,450	$ 20,892	$ 3,300	$ 1,920	$ 26,112
Average:		**$ 19,282**			$ 20,790
Average Difference $:		$ 1,610			$ 5,322
Average Difference %:		**8%**			20%

**Litchfield Park's Mayor and City Council are volunteers.*

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Mayor's Data - Without Standard Deviation

City	Population	Mayor Actual Annual Salary	Vehicle Annual Allowance for Mayor	Communication Annual Allowance for Mayor	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	$ 17,497	$ -	$ 960	$ 18,457
Chandler	249,062	$ 50,243	$ 3,955	$ -	$ 54,198
Gilbert	242,955	$ 37,822	$ 4,068	$ 1,200	$ 43,090
Glendale	237,517	$ 48,000	$ -	$ -	$ 48,000
Goodyear	74,743	$ 23,000	$ -	$ -	$ 23,000
Mesa	462,376	$ 73,545	$ 9,600	$ 1,440	$ 84,585
Phoenix	1.513M	$ 88,000	$ 5,220	$ 1,200	$ 94,420
Scottsdale	228,300	$ 36,000	$ 7,200	$ 1,140	$ 44,340
Surprise	123,797	$ 34,017	$ -	$ 1,260	$ 35,277
Tempe	161,719	$ 57,262	$ -	$ -	$ 57,262
Peoria	168,450	$ 31,337	$ -	$ 3,000	$ 34,337
Average:		**$ 46,539**			$ 50,263
Average Difference $:		$ (15,202)			$ (15,926)
Average Difference %:		**-49%**			-46%

Std Dev based on Actual Salary: $24,628-$68,449

Mayor's Data - With Standard Deviation

City	Population	Mayor Actual Annual Salary	Vehicle Annual Allowance for Mayor	Communication Annual Allowance for Mayor	Compensation including Salary, Vehicle and Communication Allowance
Chandler	249,062	$ 50,243	$ 3,955	$ -	$ 54,198
Gilbert	242,955	$ 37,822	$ 4,068	$ 1,200	$ 43,090
Glendale	237,517	$ 48,000	$ -	$ -	$ 48,000
Scottsdale	228,300	$ 36,000	$ 7,200	$ 1,140	$ 44,340
Surprise	123,797	$ 34,017	$ -	$ 1,260	$ 35,277
Tempe	161,719	$ 57,262	$ -	$ -	$ 57,262
Peoria	168,450	$ 31,337	$ -	$ 3,000	$ 34,337
Average:		**$ 43,891**			$ 47,028
Average Difference $:		$ (12,554)			$ (12,691)
Average Difference %:		**-40%**			-37%

Vice Mayor's Data - Without Standard Deviation

City	Population	Vice Mayor Actual Annual Salary	Vehicle Annual Allowance for Vice Mayor	Communication Annual Allowance for Vice Mayor	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	$ 13,122	$ -	$ 1,560	$ 14,682
Chandler	249,062	$ 29,435	$ -	$ -	$ 29,435
Gilbert	242,955	$ 21,012	$ -	$ 1,200	$ 22,212
Glendale	237,517	$ 34,000	$ -	$ 900	$ 34,900
Goodyear	74,743	$ 12,500	$ -	$ -	$ 12,500
Mesa	462,376	$ 36,832	$ 4,200	$ 1,440	
Phoenix	1.513M	$ 61,600	$ 5,940	$ 1,200	$ 68,740
Scottsdale	228,300	$ 18,000	$ 5,400	$ 1,140	
Surprise	123,797	$ 20,242	$ -	$ 1,260	$ 21,502
Tempe	161,719	$ 28,631	$ -	$ -	$ 28,631
Peoria	168,450	$ 20,892	$ 3,300	$ 1,920	$ 26,112
Average:		**$ 27,537**			$ 29,075
Average Difference $:		$ (6,645)			$ (2,963)
Average Difference %:		**-32%**			-11%

Std Dev based on Actual Salary: $12,955-$42,120

Vice Mayor's Data - With Standard Deviation

City	Population	Vice Mayor Actual Annual Salary	Vehicle Annual Allowance for Vice Mayor	Communication Annual Allowance for Vice Mayor	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	$ 13,122	$ -	$ 1,560	$ 14,682
Chandler	249,062	$ 29,435	$ -	$ -	$ 29,435
Gilbert	242,955	$ 21,012	$ -	$ 1,200	$ 22,212
Glendale	237,517	$ 34,000	$ -	$ 900	$ 34,900
Mesa	462,376	$ 36,832	$ 4,200	$ 1,440	$ 42,472
Phoenix					
Scottsdale	228,300	$ 18,000	$ 5,400	$ 1,140	$ 24,540
Surprise	123,797	$ 20,242	$ -	$ 1,260	$ 21,502
Tempe	161,719	$ 28,631	$ -	$ -	$ 28,631
Peoria	168,450	$ 20,892	$ 3,300	$ 1,920	$ 26,112
Average:		**$ 25,159**			$ 27,297
Average Difference $:		$ (4,267)			$ (1,185)
Average Difference %:		**-20%**			-5%

Council Member's Data - Without Standard Deviation

City	Population	Council Actual Annual Salary	Vehicle Annual Allowance for Council	Communication Annual Allowance for Council	Compensation including Salary, Vehicle and Communication Allowance
Avondale	80,000	$ 8,748	$ -	$ 1,560	$ 10,308
Chandler	249,062	$ 29,435	$ -	$ -	$ 29,435
Gilbert	242,955	$ 21,012	$ -	$ 1,200	$ 22,212
Glendale	237,517	$ 34,000	$ -	$ 900	$ 34,900
Goodyear	74,743	$ 9,200	$ -	$ -	$ 9,200
Mesa	462,376	$ 36,832	$ 4,200	$ 1,440	$ 42,472
Phoenix	1.513M	$ 61,600	$ 5,220	$ 1,200	$ 68,020
Scottsdale	228,300	$ 18,000	$ 5,400	$ 1,140	$ 24,540
Surprise	123,797	$ 20,242	$ -	$ 1,260	$ 21,502
Tempe	161,719	$ 28,334	$ -	$ -	$ 28,334
Peoria	168,450	$ 20,892	$ 3,300	$ 1,920	$ 26,112
Average:		**$ 26,740**			$ 29,092
Average Difference $:		$ (5,848)			$ (2,980)
Average Difference %:		**-28%**			-11%

Std Dev based on Actual Salary: $11,240-$42,241

Council Member's Data - With Standard Deviation

City	Population	Council Actual Annual Salary	Vehicle Annual Allowance for Council	Communication Annual Allowance for Council	Compensation including Salary, Vehicle and Communication Allowance
Chandler	249,062	$ 29,435	$ -	$ -	$ 29,435
Gilbert	242,955	$ 21,012	$ -	$ 1,200	$ 22,212
Glendale	237,517	$ 34,000	$ -	$ 900	$ 34,900
Mesa	462,376	$ 36,832	$ 4,200	$ 1,440	$ 42,472
Scottsdale	228,300	$ 18,000	$ 5,400	$ 1,140	$ 24,540
Surprise	123,797	$ 20,242	$ -	$ 1,260	$ 21,502
Tempe	161,719	$ 28,334	$ -	$ -	$ 28,334
Peoria	168,450	$ 20,892	$ 3,300	$ 1,920	$ 26,112
Average:		**$ 26,836**			$ 29,056
Average Difference $:		$ (5,944)			$ (2,944)
Average Difference %:		**-28%**			-11%

Citizens Commission on Salaries for Elected Officials - Historical Recommendations and Approvals			
	What Commission Recommended	What was Approved	What Non-Represented Employees received (for that fiscal year)
2016	TBD	TBD	5% Increase for FY 16
2014	Commission recommended a 3.5% increase for Mayor & Council and motion carried unanimously	Mayor & Council approved the 3.5% increase in salaries to Mayor and City Council - In effect Jan. 1, 2015	3.5% Increase
2012	Commission recommended a 5% increase for Mayor & Council and motion carried unanimously	Mayor & Council rejected the 5% increase in salaries to Mayor and City Council. Approved no increase - 0%.	0% Increase
2010	Commission recommended a 0% increase for Mayor & Council and motion carried unanimously	Mayor & Council approved the 0% increase in salaries to Mayor and City Council	0% Increase
2008	Commission recommended a 5% increase for Mayor & Council and motion carried unanimously	Mayor & Council approved the 5% increase in salaries to Mayor and City Council - In effect Jan. 6, 2009	5% Merit, and a 2.5% Cost of Living Adjustment
2006	Commission recommended a 5% increase for Mayor & Council and motion carried unanimously	Mayor & Council approved the 5% increase in salaries to Mayor and City Council - In effect Jan. 2, 2007	5% Merit, and a 2.5% Cost of Living Adjustment
2004	Commission recommended just under a 9% increase	Above a 5.1%, required being placed on the Primary Election Ballot for Citizen Vote 150 days prior to the next regular election. The 8.9% increase was approved - effective Jan. 4, 2005.	5% merit

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 19R.

Date Prepared: 11/14/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

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

FROM: John R. Sefton, Jr., Director

SUBJECT: Contract Agreement, Peoria Diamond Club

Purpose:

This is a request for City Council to authorize a new contract agreement to extend the previous 2007 Agreement with the Peoria Diamond Club (LCON 10293-D) providing services for Spring Training baseball and non-spring events through 2023.

Background/Summary:

The City of Peoria and the Peoria Diamond Club have jointly provided services at the Peoria Sports Complex for twenty-three Spring Training seasons. This partnership, along with partnerships with both the San Diego Padres and Seattle Mariners, has been beneficial to the City and to the community.

The Peoria Diamond Club provides operational services throughout the Spring Training season as well as for other events scheduled at the Sports Complex. These services include financial reconciliation for the ticket office, ushering, parking, distributing game day magazines and selling scorecards. The Peoria Diamond Club utilizes over 500 volunteers annually to provide these services. In addition, the Peoria Diamond Club has benefited the community by providing local not-for-profit youth organizations with grant contributions.

Previous Actions:

The City and the Peoria Diamond Club first entered into a five-year written agreement on November 16, 1993. That agreement was then renewed and updated in 1998 and 2003. In November 2007, City Council approved a contract amendment and agreement with the Peoria Diamond Club (LCON 10293-D) to provide services for Spring Training baseball through the 2013 season. In October 2013, City Council approved an amendment extending the term of the agreement through the 2015 season. In February 2016, City Council approved an amendment extending the term of the agreement to December 10, 2016, so that the two parties could complete negotiations of a new agreement.

Options:

A. Approve the new 2016 contract Agreement between City of Peoria and Peoria Diamond Club through 2023.

B . Deny the new 2016 contract Agreement between City of Peoria and Peoria Diamond Club through 2023.

Staff Recommendation:

Discussion and possible action to authorize a new contract agreement with the Peoria Diamond Club through 2023 to provide services for Spring Training baseball and non-spring training events.

Fiscal Analysis:

If approved this new contract Agreement between the City of Peoria and the Peoria Diamond Club will provide consistent financial stability to a key City partner and structured financial limits for the City while compensating the Peoria Diamond Club for the services they fulfill for both their mission and partnership obligations. In this new agreement the City has operating responsibilities of the ticket office and the Peoria Diamond Club provides the financial reconciliation. This new approach reduces the risk to both organizations and provides certainties from the potential of extreme fluctuations in spring training baseball revenues.

If approved, this new contract will eliminate previous Spring Training revenue percentage splits with the Peoria Diamond Club. This approach will offset the annual payment to the Peoria Diamond Club as well as the ticket box office expenses. This also allows the City to work independently in the currently contracted revenue percentages with both team tenants.

ATTACHMENTS:

PDCContract
Appendices

Contact Name and Number:

Chris Calcaterra, 623-773-8703

2016
AGREEMENT BETWEEN CITY OF PEORIA
AND PEORIA DIAMOND CLUB

This Agreement is entered into as of the _____ day of _____, 2016 ("Effective Date") by and between the Peoria Diamond Club, an Arizona non-profit corporation ("Diamond Club") and the City of Peoria, Arizona, an Arizona municipal corporation ("City"), collectively referred to as "the Parties."

RECITALS

A. City owns and operates the Peoria Sports Complex ("Sports Complex"). The Sports Complex hosts Major League Baseball Spring Training Cactus League games each spring season ("Spring Training") and a variety of other City events, community activities, and commercial uses throughout the rest of the year. The two primary users of the Sports Complex are the Seattle Mariners Baseball Club and the San Diego Padres Baseball Club (the "Teams"), who operate pursuant to separate Sports Facilities Use Agreements with City, entered into in June of 2012 ("Use Agreements").

B. Diamond Club is a non-profit organization whose volunteers participate in the daily operation of Spring Training at the Sports Complex. Diamond Club is the current "Sponsoring Organization" under the Use Agreements. In addition, Diamond Club supports and hosts special events and programs at the Sports Complex throughout the year in support of the City of Peoria and to carry out the Diamond Club mission to raise funds for local youth charities and organizations through extensive volunteer efforts.

C. In 1993 Diamond Club and City began a mutually beneficial relationship that continues to this day and will continue into the future. The Parties entered into their initial written agreement on November 16, 1993 and followed with updated agreements dated January 9, 1998; December 17, 2003; November 6, 2007; October 15, 2013; and February 25, 2016.

D. Diamond Club's provision of services in connection with Spring Training at the Sports Complex and annual non-spring training Diamond Club-requested uses, partnership agreements, and third-party City contracts at the Sports Complex have benefitted the City, Peoria residents, and the entire West Valley.

E. Because of the many past successes, the Parties desire to enter into a new agreement to continue and grow this beneficial relationship.

F. The Parties each have concluded that it is in their respective best interests to enter into this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals, and the mutual promises, covenants, and agreements hereinafter contained, and each act of the Parties hereto, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. Appendices and Incorporation by Reference. Attached to this Agreement are the following Appendices, each of which are incorporated herein by this reference. The Parties agree that the Appendices may be amended from time to time in writing by mutual agreement. Such amendments may be authorized administratively without needing formal approval of the respective governing bodies, as long as the amendments are consistent with the provisions contained in this Agreement. An amendment to any Appendix shall replace the then-existing Appendix in its entirety.

Appendix A Sports Complex Facility Use and Reservation Agreement Templates

Appendix B Memorandum of Understanding Template

Appendix C Volunteer & Financial Services

Appendix D Financial Settlement Policy & Procedures

Appendix E Annual Operational Calendar

Appendix F Cash Management Services & Procedures

Appendix G Diamond Club Fundraising Sources

3. Spring Training Activities. The following provisions in this Section 3 govern the coordinated activities of Diamond Club and City for each Spring Training season, consistent with the role of Diamond Club as the "Sponsoring Organization" under the Use Agreements:

A. Spring Training Ticket Sales: The Parties shall be responsible for the following activities related to the sale of tickets for Spring Training games at the Sports Complex consistent with Section 8.1 of the Use Agreements:

i. Diamond Club shall be responsible for all of the following:

a. Spring Training Scorecards, Parking, Administration, and ticket financial reconciliation. Diamond Club also shall be responsible to provide volunteers, including but not limited to: to serve as ticket takers, ushers, scorecard sellers, customer service, parking lot attendants, and other functions at Spring Training consistent with the Use Agreements and as agreed by the Parties.

b. Provide daily deposits of all revenues (tickets, parking, and scorecards) collected by Diamond Club pursuant to this Agreement and delivery of the same by armored car courier as determined by Diamond Club for transport prior and during event or game uses, consistent with cash handling procedures in Appendix F, "Cash Management Service & Procedures."

c. Provide daily/weekly accounting reports to City of all receipts and delivery of allocated revenues to City as outlined by the team use agreement contract and Appendix D, "Financial Settlement Policy & Procedures."

d. Manage accounting, reporting, and payments for all catering payments processed through the ticketing system from all points of catering applied sales, for the purpose of financial settlement.

e. Comply with Payment Card Industry Data Security Standards (PCI-Compliance) requirements for records storage and management as required by law.

f. Supply all ticket office cash start up banks and change funds as requested by Ticket Office Management, per Appendix F, "Cash Management Services & Procedures."

g. Payments and refunds as requested by the City will be made pursuant to Appendix D, "Financial Settlement Policy & Procedures".

h. Support Rainout Policy and process pursuant to Appendix D, "Financial Settlement Policy & Procedures".

ii. City shall be responsible for all of the following:

a. Appoint a full time Ticket Office Management position. City shall recruit and select the best candidate for the position, as determined by the City.

b. Mail season ticket order forms. City will produce a priority brochure timeline outlining production proof, printing and mailing target dates. Every effort will be made to mail or electronic mail season ticket order forms within ten (10) days after game dates have been confirmed. If applicable, mail or electronic mail season ticket order forms.

c. Process ticket orders including season, group, catering, and single game tickets through the main ticket office located at the Sports Complex.

d. Establish and maintain ticket selling sites at Sports Complex during normal business hours prior to and during Spring Training games and as reasonably necessary on game days prior to the commencement of any Spring Training game at the Sports Complex.

e. Coordination of ticket sale activities with the City's contracted ticket provider, including payment of in-house credit card charges.

f. Establish policies and procedures consistent with the Use Agreements and adherence to other applicable policies and procedures and ticketing issues relating to:

a) Ticket Distribution.
b) Complimentary ticket distribution.
c) Dispute resolution and/or chargeback procedures.
d) Rainouts and/or refunds will be processed pursuant to Appendix D, "Financial Settlement Policy & Procedures".
e) Ticket replacement of lost or duplicate tickets.
f) Set up all ticket and catering sales pursuant to Diamond Club's reconciliation process, Appendix D, "Financial Settlement Policy & Procedures". Any substantial decisions made on amending the process must be mutually agreed upon in writing by the City and Diamond Club prior to Spring Training Schedule release.

h. Implementation of a manual ticketing system, when necessary to establish accounting procedures for accurate and timely reporting of all ticket sales and receipts to City, Teams, and Diamond Club for deposit and reconciliation purposes.

i. Provide daily event reconciliation ticketing reports and cash deposits collected by the City Ticket Office management to Diamond Club of all ticket revenues collected by the ticket pursuant to Appendix D, "Financial Settlement Policy & Procedures".

j. Provide trained personnel for selling and accounting for all ticket transactions and customer service inquiries in regard to the ticketing, under the supervision of the Ticket Office Manager.

k. Provide daily/weekly ticket revenue reports to Teams, the City's food service concessionaire, and Diamond Club of all sales and event attendance projections.

l. Secure sufficient ticket and parking receipt stock.

m. City will retain the sponsorship sales rights and revenue to all ticket-related sponsorship sales inventory.

n. Manage accounting, reporting, and requested payments for all Spring Training ticketing and catering revenues processed through the ticketing system, pursuant to Appendix D, "Financial Settlement Policy & Procedures".

o. Manage, when necessary, all dispute and/or chargeback resolution of ticketing problems, pursuant to Appendix D, "Financial Settlement Policy & Procedures".

p. Manage in coordination with Diamond Club, all ticket office cash handling and security operations of the ticket office prior to and during the Spring Training pursuant to Appendix D, "Financial Settlement Policy & Procedures".

q. Comply with Payment Card Industry Data Security Standards (PCI-Compliance) requirements for records storage and management as required by law.

r. All ticketing promotions to be set up in conjunction with Diamond Club personnel to determine best method of practice and execution, pursuant to Appendix D, "Financial Settlement Policy & Procedures".

4. Non-Spring Training Events. The following provisions in this Section 4 govern the coordinated activities of Diamond Club and City for events at the Sports Complex that are not part of Spring Training ("Non-Spring Training Events"):

A. Provisions. For all Non-Spring Training Events, the Parties shall negotiate in good faith and enter into an additional Sports Complex Facility Use Agreement, Reservation Agreement or Memorandum of Understanding, which shall be completed and entered into at least thirty days (30) prior to an event. Forms of the Sports Complex Facility Use Agreement and Reservation Agreement and the Memorandum of Understanding are attached as Appendix A and Appendix B to this Agreement. Diamond Club shall provide volunteers to serve designated functions at Non-Spring Training Events as agreed per Appendix C, "Volunteer & Financial Services".

B. Ticket Sales. City shall be responsible for the following activities related to the sale, distribution, and facilitation of Non-Spring Training Events:

i. Establish policies and procedures consistent with event use agreements (Diamond Club, City, Partnership, and Third Party) and adherence to other applicable City policies and procedures and ticketing issues relating to:

a. Ticket Distribution.
b. Complimentary ticket distribution.
c. Dispute resolution and/or chargeback procedures.
d. Rainouts and/or refunds.
e. Ticket replacement of lost or duplicate tickets.

C. Additional Sports Complex Usage Provisions. Diamond Club shall have the option of pursuing any one or more of the following activities as part of Non-Spring Training Events with mutual agreement of City:

i. Defined as Exclusive Events, Diamond Club may enter into additional Sports Complex Facility Use Agreement with City, as long as no third-party organizations have potential realization of financial gain. Such agreements must not conflict with any other scheduled use of the Sports Complex or the Use Agreements. Diamond Club shall be required to reimburse City for any and all expenses incurred for such events. Exclusive events are subject to City admission ticket and vehicle parking surcharges consistent with facility use agreements. The primary purpose of this event structure is to provide Diamond Club with exclusive opportunities to utilize the facility with no rental cost.

ii. Defined as Partnership Events, Diamond Club may enter into additional Sports Complex Facility Use Agreements with City, which may involve third-party organizations as well as City having potential realization

of financial gain. Mutual terms between all parties will be negotiated. Such agreements must not conflict with any other scheduled use of the Sports Complex or the Use Agreements. Diamond Club shall be required to reimburse City for any and all expenses incurred for such events. Partnership events are subject to City admission ticket and vehicle parking surcharges consistent with Sports Complex Facility Use Agreements. The primary purpose of this event structure is to provide Diamond Club with partner opportunities to utilize the facility at no rental cost.

iii. Defined as Standard Events, Diamond Club may enter into separate service agreements with third-party organizations that have facility use agreements with City for the Sports Complex. Third-party organizations are not required to utilize Diamond Club for services with fees as outlined in Appendix C, "Volunteer & Financial Services", but non-profit organizations which do utilize Diamond Club in this regard will receive a 50% discount on the current full rental rate as determined by City. For-profit organizations will not receive any discounts on the current full rental rate as determined by City, but do have the option to utilize Diamond Club in this regard. The primary purpose of this event structure is to provide Diamond Club with revenue opportunities from third-party organizations renting the facility.

5. Diamond Club Volunteers. To carry out the services described in Sections 3 and 4, Diamond Club shall do all of the following:

A. Recruit and maintain a sufficient number of trained volunteers to perform the work as pre-determined and mutually agreed upon with City, per Spring Training game(s) or Appendix C, "Volunteer & Financial Services" compensation fee for Non-Spring Training Events.

B. For Spring Training, provide to the City a recruiting plan and game-day staffing plan for City review and consideration prior to each Spring Training season, dates pursuant to Appendix E, "Annual Operations Calendar".

C. Provide personnel for guest service inquiries of the ticket office in the support of guest service and will call windows, and other potential roles as requested by Ticket Office Management (to be mutually agreed upon by City and Diamond Club).

D. Provide supervision of all participating volunteers. For Non-Spring Training Events, Diamond Club may be offered the opportunity to provide volunteers per Appendix C, "Volunteer & Financial Services" by request of the City.

E. Provide training for all volunteer job functions with regards to job responsibilities, personal conduct, baseball etiquette, stadium policies, safety procedures, and customer service. Diamond Club volunteers also shall attend

additional training opportunities as provided by City before Spring Training season commences annually on service standards, policy changes, and facility updates. Diamond Club must be part of coordination and planning. Refer to Appendix E, "Annual Operations Calendar".

F. Provide City with volunteer job descriptions, updated as appropriate, for use in securing events and third-party agreements as necessary.

G. Provide identifying apparel and visible name badges for all Diamond Club volunteers.

H. Provide pre-game or pre-event meetings relating to assignments for volunteers for all work areas.

I. City shall reimburse Diamond Club for pre-approved hard costs incurred to service volunteer work areas. Diamond Club requests for hard costs re-imbursement approval to be submitted to the City by the date outlined in Appendix E, "Annual Operations Calendar".

6. Compensation to Diamond Club.

A. In consideration of the services described in Sections 3, 4, and 5, Diamond Club shall receive the following:

i. Diamond Club shall receive an annual base compensation from the City of one hundred thousand dollars ($100,000) to be paid by the City on a quarterly schedule, twenty-five thousand dollars ($25,000) per quarter. The Diamond Club shall be paid on or before: September 30th, December 31st, March 31st, and June 30th.

ii. Diamond Club shall be entitled to use of a City suite for a maximum of eight (8) Spring Training games each year; subject to availability. Diamond Club shall request of the City in writing the games it has selected as quickly and reasonably as possible following publication of the Spring Training game schedule each year. City shall exercise its best efforts to accommodate those dates or provide alternate dates. City and Diamond Club shall meet annually, pursuant to Appendix E, "Annual Operations Calendar", in an effort to finalize these games.

iii. Diamond Club shall be entitled to no less than two (2) full pages of advertising in the playbill magazine distributed at Spring Training games at the Sports Complex for the purposes of promoting the Diamond Club and its mission. In the absence of the playbill magazine, the City shall provide

commensurate advertising value via alternate sponsorship inventory, subject to availability.

iv. City shall cause its concessionaire contractor to provide food service to all Diamond Club volunteers for every Spring Training game at a reasonable cost and in a designated area. Such benefit shall be offered to volunteers, staff, and other game day guests as approved by City and Diamond Club. Diamond Club to be reimbursed for all complimentary meals, as approved, by City.

v. Diamond Club shall be entitled to promote and coordinate an annual Spring Training Charity Game between the Teams. Diamond Club shall receive compensation of one hundred thousand dollars ($100,000.00) to be paid by the City and Teams at the annual Spring Training financial closeout meeting for services rendered during each Spring Training season. This payment is in consideration for the revenues associated with Diamond Club Annual Charity game. In the event that a MLB Spring Training season played at the Peoria Sports Complex is comprised of less than twenty-five (25) games for any reason, the Charity Game payment for services rendered by the Diamond Club will be subject to a pro-rated payment in accordance with the following payment schedule:

a. 25 or more games played: 100% or $100,000.00
b. 17 to 24 games played: 75% or $75,000.00
c. 9 to 16 games played: 50% or $50,000.00
d. 1 to 8 games played: 25% or $25,000.00
e. 0 games played: No compensation.

vi. When scheduled MLB Spring Training games played at the Peoria Sports Complex exceeds 32 games, Diamond Club shall receive compensation per additional game for services rendered as outlined in Appendix C, "Volunteer & Financial Services".

vii. Diamond Club shall receive sufficient office and general storage space to support both Spring Training and other Non-Spring Training events as scheduled.

viii. Diamond Club shall not be compensated for any of the following:

a. Ticketing Revenue.
b. Surcharge Revenue (Surcharge and Non-General Admission Surcharge).
c. Sponsorship Revenue (outside of eligible Diamond Club commissionable sponsorship sales as detailed in item 'x' below).
d. Concessions Revenue.

e. Merchandise Revenue.
f. Scorecard Revenue.
g. Parking Revenue.

ix. Diamond Club shall refer any potential sponsors related to Spring Training to the City, not to include those sponsoring only the Annual Charity Game. City will retain the sponsorship sales rights and revenue to all sponsorship sales inventory. Diamond Club will be compensated for referrals consistent with applicable sponsorship commissions.

x. For the Annual Charity Game, Diamond Club shall have the ability to utilize:

a. Complimentary Tickets
    i. Diamond Club to make formal requests to City in writing for ticket quantity to be approved by Teams, beyond 15% of capacity (per price level).
    ii. Ticket quantity and location based on availability.
b. Group Spaces
    i. Terrace – Associated Upper Box tickets.
    ii. Colonnade – Associated Lower Box tickets.
c. Donated Food and Beverage
    i. Vendors outside of Peoria Stadium concessionaire for VIP/Sponsorship events in group spaces.
d. Pregame Diamond Club Ceremony Script
    i. Script to be provided to City in advance for approval in consideration of pregame standards such as national anthem, television broadcasts and game time.
e. Public Address Announcements and Video Board
    i. In-game elements to be provided to City in advance for approval in consideration of in-game standards such as commercial/announcement length, on-field activities and other sponsors with full season elements.
f. Sponsorships: Potential sponsors to be provided to City and Teams in advance to avoid conflicts of interest. The Diamond Club will retain additional fundraising initiatives, outlined in Appendix G, "Diamond Club Fundraising Sources".

xi. Diamond Club compensation for Non-Spring Training Events shall be based upon the detailed Sports Complex Facility Use Agreement or Memorandum of Understanding per event use as per:

a. "Sports Complex Facility Use Agreement Template", Appendix "A"
b. "Memorandum of Understanding Template", Appendix "B"

c. "Volunteer & Financial Services", Appendix "C"

7. General Diamond Club Responsibilities. Diamond Club shall be responsible to do the following related to Diamond Club operations under this Agreement:

A. Throughout the term of this Agreement, Diamond Club shall maintain sound financial systems, effective internal controls, adequate accounting and operational procedures necessary to ensure the safeguarding of City monies and to ensure the proper accounting, reporting and settlement of revenues.

B. Diamond Club shall stay consistent with its organizational mission in which charitable and civic contributions maintain an emphasis of giving towards organizations and programs based in the City of Peoria, Arizona.

C. Within 90 days after the end of the fiscal year (June 30th), Diamond Club shall supply City with an annual report. The report shall include a breakdown of charitable and civic contributions made by Diamond Club during the prior year, showing that those contributions went to support youth activities in Peoria or designated youth partnerships in the West Valley. Diamond Club shall supply a copy of its annual IRS form 990, including all attachments, no later than six months after year end, unless a 990 extension has been requested. Diamond Club shall maintain all financial records under this agreement for a period of not less than five (5) years. The City reserves the right to conduct a review or audit of the Diamond Club's financial records and accounting controls at the City's expense at any time upon reasonable notice to the Diamond Club. The City also reserves the right to inspect the financial records of the Diamond Club during regular business hours upon reasonable notice to the Diamond Club.

D. In the event that the review, audit or inspection identifies any discrepancies or issues with Diamond Club's financial records or accounting controls, Diamond Club will cooperate and work with the City to resolve such discrepancies or issues in a timely manner. In the event that the review, audit or inspection identifies monies owed by Diamond Club to the City, Diamond Club will immediately remit monies owed to the City upon written notice from the City. If the City identifies financial mismanagement by Diamond Club, the City may conduct additional audits at Diamond Club's expense.

E. Secure general liability insurance consistent with Section 8 in a form and amount satisfactory to City's Claims Management Program, as evidenced by a Certificate of Insurance to be submitted to City on an annual basis.

F. Act solely as an independent contractor in supplying City with evidence periodically that Diamond Club is a non-profit organization duly organized pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986 as amended and qualified under the laws of the State of Arizona for the sale of tickets to Major League Baseball Spring Training games pursuant to A.R.S. §42-5159.

8. Insurance. Each party shall secure and maintain during the life of this Agreement statutory worker's compensation and employer's liability insurance, commercial general liability, public liability and property damage and automobile liability insurance, including contractual liability, with limits of not less than $1,000,000.00 combined single limit per occurrence and not less than $2,000,000.00 general aggregate. Each party shall retain the option of discharging this obligation by means of funded self-insurance. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for two years. Contractors retained to provide work or service required by the Agreement will maintain Professional Liability Insurance covering acts, errors, mistakes, and omissions arising out of the work or service performed by the Contractor or any person employed by the Contractor, within the limits specified above.

9. Indemnification. Each Party shall indemnify and hold harmless the other Party, its directors, officers, employees, and agents, for, from and against all claims, demands, suits and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person including, but not limited to, employees of the Party, or to property, to which the other Party, its directors, officers, employees, or agents may be put or subject to by reason of (i) any act or omission by the respective Party, or any of its directors, officers, employees, agents, or invitees relating to the Party's actions under this Agreement by any person or entity, including but not limited to the Party and the party's employees, agents, contractors, or invitees; or (ii) any failure on the part of the other Party, or any of its directors, officers, employees, or agents to fulfill its obligations hereunder except to the extent that any loss, damage, expense, and liability is attributable to the negligent or willful acts and misconduct of the Party, its directors, officers, employees, and agents. The provisions of this Section shall survive revocation and/or termination of this Agreement.

10. Relationship of the Parties. It is acknowledged and understood that the contractual relationship between the Parties is undertaken pursuant to this Agreement and nothing contained in this Agreement will create any partnership, joint venture or agency relationship between City and Diamond Club. No term or provision of this Agreement is intended to, or will be, for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation will have any right or cause of action hereunder, whether as a third-party beneficiary or otherwise, unless stated herein.

11. Amendment or Cancellation of the Agreement. This Agreement may be amended or cancelled, in whole or in part with respect to all or any portion of the Agreement, with the mutual written consent of the Parties hereto.

12. Term. This Agreement shall take effect upon the Effective Date and shall remain in effect through June 30, 2023. This Agreement may be extended for one (1) additional three (3) year term as mutually agreed by City and Diamond Club. This Agreement will be automatically terminated if Diamond Club ceases to exist. Section 9 of the Agreement shall survive revocation and/or termination of this Agreement.

13. Captions. Captions and paragraph headings used in this Agreement are for convenience of reference only, will not be deemed to define, limit or alter any provision of this Agreement, and will not be deemed relevant in construing this Agreement.

14. Cancellation. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

15. Default, Remedies, Alternative Dispute Resolution, Termination.

A. If any Party to this Agreement breaches any provision of the Agreement, the non-defaulting Party, after complying with this Section, will be entitled to all remedies available at both law and in equity, including but not limited to specific performance and the payment of funds owed pursuant to this Agreement.

B. If one Party believes that the other Party has defaulted in any of its obligations under this Agreement (i.e. failed to comply with any Agreement provision), the non-defaulting Party shall provide written notice explaining such default to the other Party. The defaulting Party shall have 15 days to cure the default or provide to the non-defaulting Party a written response explaining why it believes that it is not in default. If the Parties are unable to agree that a default has been cured or dispute whether a default exists, the Parties shall participate in Alternative Dispute Resolution ("ADR") pursuant to Subsection C.

C. If a dispute arises between the Parties concerning compliance with the provisions contained in this Agreement, including a default, the Parties shall participate in ADR. ADR may include one or more of the following steps: (1) a meeting between the administrative heads of each Party, (2) mediation, (3) non-binding arbitration, and (4) binding arbitration. The Parties shall agree mutually on what ADR step(s) to pursue to attempt to resolve the dispute.

D. If the Parties are unable to resolve a dispute through ADR and if either Party determines that a material breach exists, that Party may provide written notice to the other Party that it is terminating the Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and will not be changed or added to except in the manner provided herein. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement.

17. Governing Law. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.

18. Severability. If any provision of this Agreement is declared void or unenforceable, the provisions will be severed from this Agreement and the remainder of the Agreement will otherwise remain in full force and effect, provided that the overall intent of the Parties is not materially vitiated by such severability.

19. Service of Notice. All notices and demands required or permitted by this Agreement shall be in writing and shall be deemed to have been given properly when (i) sent by certified mail (postage fully prepaid) or delivered personally or by overnight courier, to the respective address below or to such other address as may be furnished in writing by either Party to the other pursuant to this Section 19; or (ii) transmitted by electronic mail to the respective electronic mail address below or to such other electronic mail address as may be furnished in writing by either Party to the other pursuant to this Section, and the appropriate confirmation is received.

To Diamond Club:	Board President Peoria Diamond Club 16101 N 83rd Ave Suite #2 Peoria, Arizona 85382
With a copy to:	Director, Community Services Peoria Sports Complex 16101 N 83rd Ave Suite #2 Peoria, Arizona 85382
To City:	City Manager City of Peoria 8401 West Monroe Street Peoria, Arizona 85345 city.manager@peoriaaz.gov
With a copy to:	City Attorney Office of the City Attorney 8401 West Monroe Street Peoria, Arizona 85345 city.attorney@peoriaaz.gov

All notices and demands shall be deemed effective upon delivery, if delivered personally or by overnight courier, or if transmitted by electronic mail; or twenty-four (24) hours after deposit in the U. S. Mail, if by certified mail.

20. Waiver. No waiver by either Party of any breach of any of the covenants or conditions of this Agreement which are to be performed by the other Party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

PEORIA DIAMOND CLUB, an Arizona non-profit corporation

By: _____
Brian Derrick, Board President

CITY OF PEORIA, an Arizona municipal corporation

By: _____
Carl Swenson, City Manager

ATTEST:

_____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

_____
Stephen J. Burg, Acting City Attorney

APPENDIX A – Standard Facility Use Agreement (2 Pages) & Reservation Agreement (2 Pages)

PEORIA SPORTS COMPLEX

ADDITIONAL TERMS

PEORIA SPORTS COMPLEX

ORGANIZATION: CONTACT NAME: STREET ADDRESS: CITY, STATE, ZIP: CONTACT PHONE: CONTACT EMAIL:	
EVENT NAME:	
EVENT DATES:	
EVENT AREAS:	
EVENT CATEGORY:	
EVENT FEES:	Financial considerations with regard to rental fees, service charges, incurred expenses, revenue shares and event expenditures to be negotiated on a per event basis utilizing current fee schedules and the event category definitions of Exclusive Events, Partnership Events and Standard Events as contemplated in the agreement between the City of Peoria and the Peoria Diamond Club.

Peoria Sports Complex shall determine appropriate staff levels based on schedule and size of event. Charges for additional services and/or areas shall be based on the current schedule of fees. If additional services are deemed necessary by Peoria Sports Complex, the user will be responsible for applicable charges.

To confirm rental reservation, a paid deposit of $ TBD must be received upon execution of this agreement or, when otherwise agreed, no later than sixty (60) days prior to the start of the event. Failure to do so will result in the loss of scheduled fields/areas. Any and all expenses above the estimated cost will be billed to the user. Those remaining charges are due to the City of Peoria within ten (10) business days of receipt of the final invoice. In the event of user cancellation of scheduled event, the City of Peoria shall keep user's reservation deposit set above.

The undersigned parties agree to abide by and follow all Peoria Sports Complex rules and regulations, all laws of the United States, State of Arizona and all ordinances within the City of Peoria. Any violations may result in the cancellation of the agreement and discontinuation of use privileges at Peoria Sports Complex.

Unless otherwise noted within this agreement, City of Peoria in no way guarantees or offers exclusive use of Peoria Sports Complex during the term period of this agreement.

ADDITIONAL TERMS & CONDITIONS FOR:		(USER)

1. This agreement will cover the following use period(s) of: _____

2. (USER) agrees to pay all fees associated with the use period as indicated on the fees and charges agreement. (USER) further understands that pricing is based on "free admission" events. (USER) agrees there will be no fee for parking. Should (USER) require an admission or parking fee, (USER) understands that the admission or parking fee is subject to a facility surcharge with the value to be determined by the City of Peoria and collected at time of settlement.

3. The City of Peoria and (USER) shall schedule and hold operational meetings prior to the start of the use period. Available fields and times will be established in these meetings.

4. The City of Peoria has the right to cancel and/or change any scheduled facilities due to any construction, maintenance, City special event or professional baseball activities scheduled. The City will inform (USER) in writing of such situation, when possible, at least sixty (60) days prior to the start of the use period. The City has the right to schedule additional events at the Sports Complex, on the same usage days, provided they are not utilizing the same usage area(s) and are not in direct conflict with (USER).

5. Due to existing contracts with the Seattle Mariners and San Diego Padres professional baseball teams, there can be no guarantee by the City of Peoria as to what facilities will be available during the scheduled use period. The City of Peoria shall exercise its best efforts to accommodate (USER) facility request and their scheduled starting times.

6. (USER) will serve as tournament director, managing all related recruitment, registration and seed/bracket scheduling responsibilities. (USER) is responsible for all out of pocket costs associated with the event including umpires, baseballs, license fees, insurance, awards, and souvenirs.

7. The City will provide the facility in event ready condition ensuring the complex fields are fully prepped for first game times only. Fields will be re-prepped if necessary midway through the day. The City will provide necessary staff for the entry gates at a charge if needed and will assist the tournament director with event implementation.

8. (USER) will leave the usage areas and all connecting structures, both above and below ground, in pre-event condition and will pay all costs related to establishing the pre-event condition. (USER) understands that only electrical tape or painter's tape is permitted on complex grounds. (USER) understands that ground staking is prohibited on complex grounds.

9. (USER) agrees to acquire all necessary permits and sales tax licenses from the City. Also, liability insurance needs to be at the level broken out in the "Special Terms & Conditions" section of this contract, and the "City of Peoria" must be named additionally insured.

10. (USER) must obtain all permits as required for compliance by City of Peoria current Fire Code regulations.

11. Concession rights shall be held by the City of Peoria.

12. Pepsi Bottling Company is the sole source provider for all non-alcoholic beverage sales. (USER) understands that all non-alcoholic beverages must be purchased directly from Pepsi Bottling Company. Purchase contact information will be provided upon contract execution.

13. In the event of inclement weather, complex staff shall exercise judgment on the playing availability. This will include an evaluation of potential field damage and projected costs for material. The complex will meet with the (USER) prior to any materials, such as drying agents, being added to the fields. Estimated amounts and costs will be provided to the (USER). The (USER) may be responsible for these additional costs.

14. The City will hold first right of refusal for any sponsorship that may take place during the event. All sponsorship must be approved by the City. The City may solicit sponsors or advertising for the event and retain any revenues associated with said sponsorship or advertising.

RESERVATION AGREEMENT

EVENT SPACE: EVENT DATE: EVENT TIMES: EVENT LESSEE: ALTERNATE CONTACT: ORGANIZATION NAME: ADDRESS: CONTACT INFO: REFERRING PEORIA HOTEL:	Colonnade ☐ Terrace ☐ Press Box ☐ Auxiliary Clubhouse ☐ Team Store ☐ _____ to _____ ____:____ ■ a.m. / ☐ p.m. to ____:____ ■ a.m. / ☐ p.m. _____ (must be in attendance) _____ _____ (if applicable) Street_____ City_____ State____ Zip Code_____ Phone_____ Email_____ _____ (if applicable)
EVENT SERVICES:	Expected Attendance:_____ Catering: ☐ Yes ■ No (outside food not permitted) Alcohol: ☐ Yes ■ No (outside alcohol not permitted) Security: ☐ Yes ■ No (required if alcohol is served) Audio/Visual: ☐ Yes ■ No (if yes, describe below) _____ _____
EVENT SETUP: (please select one)	☐ Theater (no tables with chairs set in rows facing forward) ☐ Classroom (rectangular tables set in rows with chairs set facing forward) ☐ Crescent (round tables arranged with chairs set facing forward around half of each table) ☐ Banquet (round tables with chairs set all around each table) ☐ Square (rectangular tables set to form hollow square with chairs set all around) ☐ Boardroom (rectangular tables set together to form one large table with chairs set all around) ☐ Clusters (rectangular tables arranged with chairs set all around each table) ☐ Reception (cocktail tables and round tables arranged with chairs set all around round tables) ◆ Custom (please describe)_____ _____
ACKNOWLEDGEMENTS: (please initial each)	____I understand event space is only available for the reserved dates, including vendor setup/teardown. ____I understand catering may only be provided by Professional Sports Catering. ____I understand alcohol may only be provided by Professional Sports Catering. ____I understand catering and alcohol will be billed directly by Professional Sports Catering. ____I understand open flames (e.g., candles) are not permitted. ____I understand no smoking is permitted except in designated areas. ____I understand no thumbtacks, nails, hooks, or other wall mounts are permitted. ____I understand no adhesive strips, glue or tape except painter's tape is permitted. ____I understand deposit will not be credited to invoices if damages occur during event.
EVENT RENTALS: (third party vendors)	Indicate any equipment or services that will be privately contracted with third party vendors. Vendors must provide to the City a Certificate of Insurance meeting the standards referenced on (15) of second page. ____Staging (vendor name_____) ____Dance Floor (vendor name_____) ____Lighting (vendor name_____) ____Music/Entertainment (vendor name_____) ____Other (vendor name_____)
EVENT FEES: (lessor use only)	$_____Reservation Deposit (due upon signing reservation agreement) $_____Reservation Balance (applicable rate, invoiced post event) $_____Event Supervisor (per hour rate, invoiced post event) $_____Stadium Lights (if applicable, per hour rate, invoiced post event) $_____Event Staff (if applicable, per hour rate, invoiced post event) $_____Event Security (per hour rate, invoiced post event)

(1) Lessee scheduling use of the facility must be 18 years of age or older and must be in attendance throughout the scheduled time. Lessee shall sign the reservation agreement and the signature shall be considered as acknowledging and agreeing to the policies and regulations in regard to the use of the facility on behalf of all attendees.

(2) Lessee and attendees must comply with the provisions in Title II A of the Americans with Disabilities Act.

(3) Event space can be leased until 12:00 a.m. Attendees must exit the facility by 12:30 a.m.

(4) Cancellations will forfeit reservation deposit. Reservation balance payments will be refunded.

(5) Cancellation requests are not accepted by telephone. Cancellations are accepted only by email or in person by Lessee.

(6) Consumption of alcoholic beverages is restricted to the event space only.

(7) Lessee signing the reservation agreement is responsible for the conduct of attendees and shall be held monetarily liable for damage to equipment, furnishings and the building and the cost of such repairs or replacement will be charged to Lessee. Any amount exceeding the deposit on file will be billed to Lessee and is due within 30 days of the billing date.

(8) Lessee using the facility shall comply with local fire and safety regulations and state law relating thereto.

(9) Events shall be confined to the specific event space of the facility indicated on reservation agreement.

(10) Failure to comply with any of the stated policies may result in the forfeiture of Lessee's rights to utilize City facilities in the future.

(11) Lessees reserving for a non-profit entity must adhere to the following procedures:
- Arizona not-for-profit or Federal 501 (c) (3) documentation must be submitted at the time reservation agreement is signed.
- Payment must be made on organization's checking account/credit card. Organization's name must be on check/credit card.
- Reservation agreement must be signed by a duly-authorized representative of the organization.

(12) Signage for your event must be approved by Lessor.

(13) City of Peoria has the right to cancel and/or change any scheduled facilities due to any construction, maintenance, City special event or professional baseball activities scheduled. The City will inform Lessee in writing of such situation, when possible, at least 60 days prior to the start of the use period. The City has the right to schedule additional events at Peoria Sports Complex, on the same usage days, provided they are not utilizing the same usage area(s) and are not in direct conflict with Lessee reservation.

(14) Lessee agrees to pay all fees associated with the use period as indicated on the fees and charges agreement. Lessee agrees there will be no fee for attendee parking.

(15) To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the City of Peoria, its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, arising from this Agreement. This indemnification shall not apply to any illegal or intentional wrongful conduct of the City. If the Lessee brings any third-party vendors into the facility for this event, the Lessee shall require such vendors to provide to the City prior to the event a Certificate of Insurance naming the City, its agents, representatives, officers, directors, officials, and employees as Additional Insured's for commercial general liability coverage in the amounts of $1M for each occurrence and $2M in the aggregate.

By the signature below, Lessee acknowledges that he/she has read, understood and agreed to the terms and policies addressed herein.

Print Name_____

Lessee Signature_____

Lessee Organization_____

Date_____

City of Peoria, an Arizona municipal corporation

City Contact: _____ _____

Blake Englert, Superintendent Date

_____Initials

Chris Calcaterra, Deputy Director Sports Facilities & Parks

APPENDIX B – Memorandum of Understanding Template

MEMORANDUM OF UNDERSTANDING [TEMPLATE]

Client: [NAME], Peoria Diamond Club

City: [NAME], City of Peoria

Re: [EVENT]

Date: [DATE]

Consistent with the terms of the 2016 Agreement Between City of Peoria and Peoria Diamond Club ("Agreement"), it is understood that the Peoria Diamond Club ("PDC") will work with City of Peoria and [EVENT SPONSOR] to provide volunteer and/or financial services including but not limited to scheduling, supervising and providing insurance for Peoria Diamond Club volunteers participating in the event. The dates and events are:

- [EVENT]
- [DATE]
- [EVENT DETAILS]
- [NUMBER OF VOLUNTEERS/FINANCIAL SERVICES REQUESTED]
- [SERVICES/FUNCTIONS VOLUNTEERS/MANAGEMENT WILL PERFORM]
- [TIME(S)]

For services requested for [EVENT], Appendix C, "Volunteer & Financial Services" of the Agreement outlines the fees associated with services requested per this event, and also in accordance with procedures outlined in Appendix D, "Financial Settlement Policy & Procedures".

- [ANTICIPATED TIER, FEE]

_____ _____

Date: _____ Date: _____

[NAME], Community Services
City of Peoria

[NAME], General Manager
Peoria Diamond Club

Approved as to form

_____
City Attorney

APPENDIX C – Volunteer & Financial Services

ADDITIONAL SPRING TRAINING GAME COMPENSATION

Services Provided for Each Additional Game beyond Game 32	$2500.00

VOLUNTEER SERVICES (Non-Spring Training Events)

1-5 Volunteers working 4 hour shifts	$250.00
6- 10 Volunteers working 4 hour shifts	$500.00
11- 15 Volunteers working 4 hour shifts with PDC Volunteer Coordinator	$900.00
16- 20 Volunteers working 4 hour shifts with PDC Volunteer Coordinator	$1,200.00
21- 25 Volunteers working 4 hour shifts with PDC Volunteer Coordinator	$1,500.00
26- 30 Volunteers working 4 hour shifts with PDC Volunteer Coordinator	$1,800.00
31- 50 Volunteers working 4 hour shifts with PDC V.C. plus assistant	$2,500.00

NON-SPRING TRAINING EVENT FINANCIAL RECONCILIATION SERVICES

The purpose of the fee schedule below is to define financial reconciliation services performed by the Diamond Club for ticketed events utilizing the Tickets.com system and banking services of Tickets.com and the Diamond Club. The fee schedule is to be used for City of Peoria community events or third-party facility use agreements contracted with the City.

Financial reconciliation services provided by the Diamond Club include but are not limited to bank fees, armored car service, staff costs, accounting software and services. The Diamond Club will not charge for any additional hard costs for these services. As indicated in 'Additional Fees' below, the Diamond Club may charge a flat fee for each Electronic Fund Transfer (EFT) requested.

For City and Diamond Club partnership events, wherein the event may be a ticketed event utilizing the Tickets.com system and the Diamond Club is to receive revenue shares associated with ticket sales and/or other revenue means, the Diamond Club has the option to waive its fee as a recipient of revenue shares of the event and applicable sharing of event-related expenses.

For financial reconciliation services, a Memorandum of Understanding (MOU) must be completed in advance of event tickets going on-sale, defining which tier below best

categorizes financial reconciliation services required from the Diamond Club. If after the execution of an MOU it is found that the tier level needs to be adjusted, the Diamond Club will request in writing to the City for approval and an amendment to the event MOU will be initiated by the City.

Fee Schedule (Per Event)

Tier 1 = $400.00
Day of event ticket sales only, no pre-sale
City Ticket Office Request for Start-Up Cash/Change Fund
Payments made to City of Peoria only
Additional $25 fee for each additional payment made to third party promoter.

Tier 2 = $500.00
Pre-sale ticket purchase capabilities up to 30 days in advance of event, up to 4 weekly settlements
City Ticket Office Request for Start-Up Cash/Change Fund
Payments made to City of Peoria and/or third party promoter(s)

Tier 3 = $600.00
Pre-sale ticket purchase capabilities between 30 days and 90 days in advance of event, up to 12 weekly settlements.
City Ticket Office Request for Start-Up Cash/Change Fund
Payments made to City of Peoria and/or third party promoter(s)

Tier 4 = $800.00
Pre-sale ticket purchase capabilities over 90 days in advance of event, unlimited weekly settlements
City Ticket Office Request for Start-Up Cash/Change Fund
Payments made to City of Peoria and/or third party promoter(s)

Additional Fees
Check Payment = no additional fee
Electronic Fund Transfer (EFT) Payment = $25 per EFT payment request

Note: If an EFT is returned or decline, the requestor of the EFT will responsible for any related fees and invoiced by the Diamond Club or retained by Diamond Club when settlement payment is made.

Non-Spring Training Event Payments/Settlements Defined

1. Weekly event settlement deposits from Tickets.com are completed the Thursday following and event settlement period. Tickets.com event settlement periods are defined as Monday through Sundays.

2. Ticket revenue event payments to City and/or third party promoter(s) will not be paid until after the completion and fulfillment of the contracted event.

3. No ticket revenue payments will be made until after weekly event settlement deposits (Thursdays) are completed and confirmed by the Diamond Club.

4. It is understood that Tickets.com automatically deducts credit card fees from weekly event settlement deposits and are detailed on settlement reports. Credit card fees are applied to all credit card transactions from all ticket sales channels including Peoria Stadium ticket office sales, Tickets.com internet and phone sales. The Diamond Club will deduct the credit card fees from the event payment to the City and/or third Party Promoter.

5. If a ticket chargeback or refund is processed while the Diamond Club is still in possession of ticket sale funds for which the chargeback or refund is attributed to, the Diamond Club will provide a payment for the chargeback or refund and deduct the associated amount from the event payments.

6. If a ticket chargeback or refund is processed after the Diamond Club has paid out ticket sales revenues, the Diamond Club will pay the associated amount of the chargeback or refund and invoice the City to recover that amount. For partnership events, exclusive Diamond Club events, Diamond Club and/or its third Party organization would assume this expense. For partnership events, the City and Diamond Club would split this expense fifty-fifty (50/50).

7. If event revenues do not exceed Diamond Club's financial reconciliation fee, the Diamond Club will invoice the City of Peoria for the balance amount. The City of Peoria will be responsible for obtaining this amount from any third party.

8. Post-event, the City Ticket Office will be responsible for compiling reconciliation report (to include sales revenue, methods of payments, credit card fee breakdowns, convenience fees, etc.) to provide to Diamond Club to verify and pay off of.

APPENDIX D – Financial Settlement Policy & Procedures

Spring Training Settlement Policy

Tickets.com (TDC) Reconciliation Procedures:

Reports
TDC Client Settlement Reports-Weekly totals showing bank deposit and posted to accounting system for event/season reconciliation.

- City of Peoria Sports Complex Events
- City of Peoria Catering
- Spring Training - San Diego Padres
- Spring Training - Seattle Mariners
- Spring Training - Padres & Mariners

Spring Training Ticket Office Revenue Breakdown - Gross Revenue Reports, daily game sales totals, and used to pay teams bi-weekly (for tickets sales only). Also tracks other various points of sale and used for season-end reconciliation. (To be completed by Ticket Office manager and verified by Diamond Club)

Spring Training Ticketing Update-Tracks daily ticket sales for current year and prior year comparison (to be completed by Ticket Office manager)

TDC Convenience Fees Payment Settlement Report - Used to pay/charge all spring training partners for convenience fees, credit card fees, will call delivery fees, per order brochure and season fees. (To be completed independently by both City and Diamond Club to ensure accuracy)

Spring Training Payment Ledger - Used with TDC Convenience Fees Payment Breakout Report to settle various financial adjustments, outstanding invoices, rental fund, media dining etc. (completed by City and verified by Diamond Club)

PDC Accounting Procedures:

The TDC weekly settlement reports are posted to the PDC accounting system. The TDC settlement periods are Monday through Sunday weekly with settlement payments made on the Thursday following the completion of settlement period. The respective general ledger account balances reflect the accumulative totals that ultimately zero out at the end of the season. Parking, Score Cards, and Ticket sales are straight forward with a clear audit trail. Catering and various fees need to be tracked with multiple [TDC] reports and [Pro Sports Catering] invoices. To create a clear audit trail for PDC, each event is logged into a custom reconciliation report that further breaks down the revenue/expense and chargeback numbers by specific event. It provides greater quality control and accuracy for event settlements and financial reporting.

Payouts: Ticket sales revenues of completed games is are electronically paid directly to the Padres and Mariners by PDC, to be paid starting on the 2nd Thursday of the Spring Training season and each subsequent Thursday through the season with one payment within thirty (30) days of the last Spring Training game. A payment by check is made to the City of Peoria for their portion of ticket sales, parking, score cards and facility fees. A final payment is made by check to the city and electronically to the teams for the settlement of convenience fees, credit card fees, adjustments, miscellaneous operating expenses, and outstanding invoices. This process is to be completed by the end of the PDC's fiscal year, June 30th annually.

Outstanding Receivables: Any receivables still in place within forty-five (45) days after the completion of Spring Training games at Peoria Sports Complex will be written off in Tickets.com, with Pro Sports Catering responsible for collecting on catering items, and City of Peoria responsible for ticket items. This receivable amount will be deducted from the settlement (Catering settlement or Convenience Fee settlement).

Non-Spring Training Event Settlement Policy

PDC Accounting Procedures: The TDC weekly settlement reports are posted to the PDC accounting system. The TDC settlement periods are Monday through Sunday weekly with settlement payments made on the Thursday following the completion of settlement period. Ticket and catering sales are used to create Event Reconciliation Report, which is completed cooperatively by City and PDC. Any catering monies to be invoiced to PDC to complete payment (must be agreed to ahead of time).

Payouts: PDC will issue payments to City, Pro Sports Catering, and/or third parties via check or wire transfer once the Event Reconciliation report is completed, all TDC settlement reports have been received, and all cash deposits have been verified within thirty (30) days following the event.

Note: Any chargebacks resulting from a third party or non-spring training event will be invoiced directly to the City of Peoria.

Rainout & Event Cancellation Policy

For Spring Training Games, in the event a regulation game (4 ½ innings) is not played due to rainout or other situations dictated by Major League Baseball, tickets may be either exchanged or refunded.

Exchanges – Ticket(s) may be exchanged at the stadium ticket office for any other home spring training game at the Peoria Sports Complex. Exchange is subject to availability and valid for current season only.

Non Spring Training events that are cancelled will hold true to the same procedures as the rainout policy. All refund requests must be finalized within 45 days of event's scheduled date.

Rainout & Event Cancellation Refund Policy

- Patrons will be held to compliance of Rainout Policy (as detailed above), which will be mutually agreed upon by both City of Peoria and Peoria Diamond Club.
- PDC will withhold full amount of game/event ticketing revenue funds until refund process is complete.
- TDC will automatically (when requested) electronically refund season ticket holder tickets that have been paid via credit card.
- Ticket office (City of Peoria) will:
    - Process all single game ticket requests refunded via credit card
    - Provide PDC with a report of all requested refunds to be paid in the form of check (original purchases paid via check or cash)
    - Be responsible for mailing of all payments
- Any refund requests outside of timeframe outlined above will be solely at the discretion of the City, processed by Ticket Office, and the Diamond Club will not absorb any of these refund costs.

APPENDIX E – Annual Operations Calendar

The purpose of this Appendix is to better define the annual calendar of the Peoria Sports Complex (PSC) management staff and Peoria Diamond Club (PDC) management staff so both entities can fulfill target dates for information sharing and collaboration for the benefit of the operation of the Peoria Sports Complex as a whole as it relates to Spring Training and non-Spring Training events.

October 1st	PDC to provide to PSC Annual Report (includes determination letter, 990, income statement, and charitable giving)
December 1st	PSC to provide to PDC first report of available sponsorship inventory PDC/PSC finalize game day staffing plan PDC/PSC determine Charity Game date PDC/PSC determine PDC volunteer training dates/agenda
February 1st	PDC to submit to PSC Spring Training suite request dates
February 15th	PSC to provide PDC with intended PDC sponsorship allocation
Every Thursday	During Spring Training, PDC to provide PSC with Change Fund
April 15th	PDC submittal to PSC for Spring Training hard cost reimbursement
June 30th	All Spring Training financial payments complete by both parties

APPENDIX F – Cash Management Services & Procedures

Establishment of Funds

The City shall request of the Peoria Diamond Club to establish a change fund shall be made no less than 72 hours prior to the date the funds are required. Complete the Change Fund Request/Change Form and submit to the Peoria Diamond Club. Following the receipt of the form, the request will be submitted and approved by the Peoria Diamond Club and change fund will be delivered via Dunbar Armored Car Services. All cash is verified, recorded and stored in the City money room safe by both the City and the Peoria Diamond Club.
-City to complete the Change Fund Request/Change Form (Appendix - Form 1)
-City to submit form to Peoria Diamond Club.

Change Fund Increase or Decrease:

The City shall request to increase or decrease change fund to be made via the Change Fund. Request/Change Form. Following the receipt of the form, the request will be approved or denied by the Peoria Diamond Club, at least 48 business hours prior to the date the funds are required.
-Complete the Change Fund Request/Change Form (Appendix F- Form 1)
-Indicate the amount of requested increase/decrease and the new total of change fund.
-Submit the form.

Change Fund Limit

Daily cash limit requests by City must not exceed $8000. City of Peoria bank amount not to exceed $20,000 at any point.

Close a Change Fund

When the City has determined to close the change fund, it shall be initiated using the Change Fund Request/Change Form. The change fund should be counted and reconciled by the City and dropped in the Peoria Diamond Club safe. Transportation of the funds shall be coordinated by Peoria Diamond Club.
-City to complete the Change Fund Request/Change Form (Appendix F- Form 1)
-City to submit the form to the Peoria Diamond Club.

Change Orders from Bank

Occasionally change fund may need to exchange large bills for smaller bills or coin to meet their business needs. Exchanges may be done using the Change Order Form.
-City to complete the Change Order Form.
-Confirm that all orders of small bills/coin are offset by a matching deposit to the bank of larger bills.
-City to submit Change Order Form, at least 48 business hours prior to the date the funds are required.
-Ensure the proper documentation of all change orders are kept on file by the City Custodian. Verify funds were delivered correctly.

Security

It is the responsibility of the City to ensure that the change fund is secured at all times. The change fund cash shall be kept in a locked cash box or drawer and safe at night. All monies, receipts or other documents must remain locked when not in use and shall be handled entirely by the Ticket Office. The Ticket operations may allocate the fund into individual cash drawers and assign each cash drawer to an individual cashier. That individual cashier becomes the Custodian for that part of the fund and has the same responsibilities as the Custodian. Diamond Club, at no time, will have access to these funds, until they are bagged for deposit.

Preparing Deposit for Armored Car Pick Up

1. Diamond Club will be responsible for giving allotment of deposit bags (pre-logged into armored car log) to City Ticket Office Supervisor, and will provide more when requested.
2. The City's Ticket Office Supervisor or designated City management representative will prepare the deposits for armored car pick up twice weekly during spring training and as needed for additional special events. Armored car pick-up arrangements will be made through the Peoria Diamond Club.
3. Ticket Office Supervisor along with an additional City staff member will retrieve bank deposits from the City of Peoria safe.
4. Ticket Officer Supervisor in coordination with Diamond Club staff will verify and match each deposit bags to ensure all bags are properly sealed and no tampering of the bags has occurred.
5. Each deposit will be recorded on the bank deposit log and on the armored car pick up deposit log. A bar code sticker will be placed on each deposit bag. Ticket Office Supervisor and Diamond Club staff will initial bank deposit log to reflect that bags were properly sealed, properly entered in log and ready for transport.
6. Diamond Club staff will be solely responsible for signing off on all cash pickups and drop-offs with Dunbar.

Appendix F – Form 1
CHANGE FUND REQUEST/CHANGE FORM

This form is used to request the establishment of a Change Fund from the Peoria Diamond Club Bank.
Please complete the form below to request, change or return change fund. Submit form to Peoria Diamond Club Bank.

Custodian: _____ Date: _____

Title: _____ Phone Number: _____

Fund Activity (check one)

_____ New Change Fund _____Closing Fund _____Increasing/Decreasing Fund

Amount Requested: $_____
Description of Fund Purpose:

_____

_____

New Change Fund: To establish new change fund, please complete the breakdown of funds below.

$20	_____	$.25	_____		
$10	_____	$.10	_____	Date of Funds Delivered	_____
$5	_____	$.05	_____	Verified Fund Amount by	_____
$1	_____	$.01	_____	Verified Fund Amount by	_____

Change Fund Increase/Decrease To: To increase a change fund, please complete the original value, amount of increase/decrease and new total value below.

Original Amount $_____
Amount of Increase or Decrease $_____
New Total Value $_____

Close Change Fund: To close a change fund, please complete the Change Fund value below.

Change Fund Value $_____ Verified Fund Amount by _____
Verified Fund Amount by _____

By accepting custody of change fund, I agree to be personally accountable to the Peoria Diamond Club Bank for the appropriate care and disposition of the funds. I agree to return the full amount of the change fund when it is no longer needed.

Custodian: _____ Date: _____

Superintendent: _____ Date: _____

Peoria Diamond Club: _____ Date: _____

APPENDIX G – Diamond Club Fundraising Sources

1. Diamond Club currently operates a 50/50 raffle during Spring Training under approval and permissions from the City and Teams. Following the deduction of 50% of daily monies collected for patron winner payout and third party 50/50 raffle equipment and support expenses, the Diamond Club commits to donate fifty percent (50%) of its charitable proceeds to Play Peoria, Inc,. an Arizona non-profit organization.

2. Diamond Club currently operates a silent auction during Spring Training under approval and permissions from the City and Teams. Diamond Club shall retain its charitable earnings from this event.

3. Diamond Club currently operates a speed pitch interactive game during Spring Training under approval and permissions from the City and Teams. Diamond Club shall retain its charitable earnings from this interactive game. Diamond Club retains the right to sell sponsorship banner space on speed pitch apparatus, and reserves the right to replace speed pitch with another fundraiser should the need arise. Location of speed pitch to be mutually agreed upon between Diamond Club and City.

4. Diamond Club currently partners with Fergie Jenkins Foundation, as an additional fundraising effort, under approval and permissions from the City and Teams. Diamond Club shall retain 100% of proceeds from this partnership.

5. Diamond Club shall retain complimentary season tickets for Diamond Club use, as well as receive additional allotment for Emeritus program for retired Diamond Club Volunteers who have volunteered over 15 seasons/years for Spring Training. The City and teams will also provide complimentary tickets to active Diamond Club volunteers with select games to be determined by City and Teams. All ticket allotment and requests will be formally requested in writing by Diamond Club and recorded by City Ticket Office staff through ticketing system.

    - Ticket requests entering 2017 season:
        a. Diamond Club full season tickets: 4 infield box seats
        b. Emeritus program: Allotment of 150 upper box tickets for select games to be determined by City and Teams excluding Premium and Marquee designated games, subject to availability. Emeritus program members are subject up to 2 tickets per member, per game.
        c. Volunteer tickets: 4 complimentary outfield box tickets to each volunteer, to choose 1 game from a choice of 8 select games, games determined by City and Teams

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 20.

Date Prepared: 10/18/2016 Council Meeting Date: 12/6/2016

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 December and January.

ATTACHMENTS:

December 2016
January 2017

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 Council Calendar

Color Key:

< December	January 2017					February >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
1	2	3	4	5	6	7
8	9	10 City Council Meeting	11	12	13	14
15	16	17	18	19	20	21
22	23	24 City Council Meeting	25	26	27	28
29	30	31				

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 21.A.

Date Prepared: 11/18/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

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

FROM: Lisa Estrada Economic Efficiency & Sustainability Manager

SUBJECT: Sustainability Update Year End Report

Background/Summary:

Since the adoption of the Sustainability Action Plan in 2012, city staff have regularly reported back to City Council on its progress. This report will continue that practice and provide Mayor and Council with a Sustainability Action Plan update. This reflects the city's continuing commitment to sustainable practices and initiatives under the plan's six guiding principles.

Mayor and Council will also be informed of activities since the plan's inception with a particular emphasis on the most current year.

Contact Name and Number:

Lisa Estrada, (623) 773-7684

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 21.B.

Date Prepared: 11/22/2016

Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

THROUGH: Julie Ayers, Deputy City Manager

FROM: John Imig, Information Technology Director/CTO

SUBJECT: Christmas for the Troops

Purpose:

In conjunction with the Peoria Sunset Lions Club, the IT Department coordinated the City's Christmas for the Troops collection drive. All City departments participated in the drive by contributing items to be sent to the troops overseas. Over 23,000 individual items were donated during the month of October.

Contact Name and Number:

John Imig, (623) 773-7253

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 21.C.

Date Prepared: 11/22/2016

Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

THROUGH: Julie Ayers, Deputy City Manager

FROM: John Imig, Information Technology Director/CTO

SUBJECT: Cybersecurity Month and World GIS Day

Background/Summary:

As part of Cybersecurity Awareness month, the IT Department hosted a seminar for City staff titled Cybersecurity Staying Safe in the Digital World.

November 16th was World GIS Day and IT's GIS staff hosted two events. The first event was attended by City staff and included a presentation on the City's GIS systems and capabilities. The second event was coordinated with the Peoria Unified School District who brought students to the City to learn about GIS.

Contact Name and Number:

John Imig, (623) 773-7253

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 21.D.

Date Prepared: 11/28/2016 Council Meeting Date: 12/6/2016

TO: Carl Swenson, City Manager

THROUGH: Jeff Tyne, Deputy City Manager

FROM: Bobby Ruiz, Fire Chief

SUBJECT: Firefighters Holiday Toy Drive and Delivery

Purpose:

The Peoria Fire-Medical Department will be assisting the Peoria Firefighters Charities with their annual Holiday Toy Drive. This annual event assists Peoria residents in need with gifts for their families who qualify with children under the age of 13 years old.
The toy drive is underway and the collected toys will be sorted and delivered to selected families on Saturday, December 24th. Applications are available on the Peoria Firefighters Charities website and also available in the Fire Administration office until December 15th.

Contact Name and Number:

Bobby Ruiz, 623-773-7380