

Mayor  
Cathy Carlat

Willow  
District  
Jon Edwards,  
Vice Mayor

Acacia  
District  
Vicki Hunt

Ironwood  
District  
Bill Patena

Mesquite  
District  
Bridget  
Binsbacher

Palo Verde  
District  
Michael Finn

Pine  
District  
Carlo Leone

Amendment #1 November 27, 2017

# City Council Meeting Notice & Agenda

Tuesday, November 28, 2017  
City Council Chamber  
8401 West Monroe Street  
Peoria, AZ 85345



## Special Meeting

5:30 P.M. Convene

### Roll Call

### 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

#### 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) Legal issues pertaining to a notice of claim filed by Peoria Historical Society, Inc., pursuant to A.R.S. §§ 38-431.03.A.3 and 38-431.03.A.4

### 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) Legal issues pertaining to a notice of claim filed by Peoria Historical Society, Inc., pursuant to A.R.S. §§ 38-431.03.A.3 and 38-431.03.A.4

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.

# Regular Meeting

7:00 P.M. Convene

## Pledge of Allegiance

## Roll Call

## Final Call to Submit Speaker Request Forms

## Presentation

### 3. Certificates of Appointment to newly appointed Board and Commission members who were appointed by Resolution at the November 7, 2017 City Council Meeting

- Matthew Cunningham, Industrial Development Authority
- Matthew Cunningham, Municipal Development Authority
- Joanna Conde, Planning and Zoning Commission
- Linda Grice, Planning and Zoning Commission
- John Albright, Planning and Zoning Commission
- Tad Snidecor, Veterans Memorial Board
- Leah Gilbertson, Youth Advisory Board

## Consent Agenda

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

## Consent

### 4 C. Minutes

Discussion and possible action to approve the following:

- November 3, 2017 City Council Retreat minutes
- November 7, 2017 City Council Meeting minutes

### 5 C. Appointment of Administrative Hearing Officers

Discussion and possible action to adopt **RES. 2017-126** to appoint Administrative Hearing Officers for personnel, tax, licensing, and land use matters for a two-year term.

### 6 C. Annexation, 71st Avenue and Thunderbird Road

Discussion and possible action to adopt **ORD. 2017-45** approving the annexation of approximately 11.82 acres of privately-owned property located at the northwest corner of 71st Avenue and Thunderbird Road (ANX17-03).

7 C. **Annexation, Harvest Church, 83rd Avenue and Northern Avenue**

Discussion and possible action to adopt **ORD. 2017-46** approving the annexation of approximately 10.49 acres located west of the northwest corner of 83rd Avenue and Northern Avenue (ANX17-04).

8 C. **Intergovernmental Agreement, Regional Metropolitan Fire Service, Automatic Aid System**

Discussion and possible action to approve an Intergovernmental Agreement with the Regional Metropolitan Phoenix Fire Service Automatic Aid System for emergency response coordination with cities, towns, fire districts and governmental jurisdictions.

9 C. **Expenditure Authority, Sports Complex Surcharge Funds, Sports Complex Improvements**

Discussion and possible action to: (a) authorize expenditures from the Sports Complex Facility Surcharge Fund and Sports Complex Non-General Admission Surcharge for the improvement of complex facilities and; (b) authorize a budget transfer in the amount of \$150,000 from the Sports Complex Improvement Reserve Contingency account to the Sports Complex GA Surcharge Building account and the Sports Complex Improvement Reserve Building account to complete improvements projects.

10 C. **Maintenance Improvement District No. 1207, Ironwood Estates, 104th Avenue and Pinnacle Peak Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2017-44** intention and ordering the formation of proposed Maintenance Improvement District No. 1207, Ironwood Estates, located at 104th Avenue and Pinnacle Peak Road; and adopt **RES. 2017-45** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

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

Discussion and possible action to adopt **RES. 2017-127** accepting Deeds and Easements for various Real Property interests acquired by the City.

12 C. **Ingress/Egress Easement, Central Arizona Water Conservation District, Vistancia Boulevard and Westland Road**

Discussion and possible action to adopt **RES.2017-124** authorizing the City Manager to execute the Ingress/Egress Easement to Central Arizona Water Conservation District, northwest of Vistancia Boulevard and Westland Road.

13 C. **Roadway Dedication and Public Utility Easement, 102nd Avenue adjacent to Pinnacle Peak Public Safety Facility Campus**

Discussion and possible action to adopt **RES. 2017-128** authorizing the City Manager to execute the Dedication of Public Roadway and Public Utility Easement for the west half of 102nd Avenue.



- 14 C. **Easement, Arizona Public Service, Pinnacle Peak Public Safety Facility Campus**
- Discussion and possible action to adopt RES. 2017-129 authorizing the City Manager to execute an Arizona Public Service Utility Easement.
- 15 C. **Final Plat, Four Seasons at Ventana Lakes, 107th Avenue and Beardsley Road**
- Discussion and possible action to approve the Final Plat, Four Seasons at Ventana Lakes, located at 107th Avenue and Beardsley Road, subject to stipulations.
- 16 C. **Final Plat, Peoria Animal Hospital, 89th Avenue and Peoria Avenue**
- Discussion and possible action to approve the Final Plat of Peoria Animal Hospital, located at 89th Avenue and Peoria Avenue, subject to stipulations.
- 17 C. **Final Plat, Pinnacle Peak Public Safety Campus, 102nd Avenue and Lake Pleasant Parkway**
- Discussion and possible action to approve the Final Plat of Pinnacle Peak Public Safety Campus, located at 102nd Avenue and Lake Pleasant Parkway, subject to stipulations.
- 18 C. **Final Plat, Saguaro Motors, 92nd Drive and Grand Avenue**
- Discussion and possible action to approve the Final Plat of Saguaro Motors, located at 92nd Drive and Grand Avenue, subject to stipulations.
- 19 C. **Condominium Replat, A Portion of Building F of Stonegate Office Park Condominium, 83rd Avenue and Thunderbird Road**
- Discussion and possible action to approve the Condominium Replat, A Portion of Building F of Stonegate Office Park Condominium, located at 83rd Avenue and Thunderbird Road, subject to stipulations.
- 20 C. **Replat of Units 300 Thru 304, Building "A" Peoria-Arrowhead Corporate Center, A Condominium, 83rd Avenue and Greenway Road**
- Discussion and possible action to approve the Repat of Units 300 Thru 304, Building "A" Peoria-Arrowhead Corporate Center, A Condominium, located at 83rd Avenue and Greenway Road, subject to stipulations.
- 21 C. **PUBLIC HEARING - Liquor License, Gus's New York Pizza Lounge, 10738 North 75th Avenue Suite B-7**
- Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Gus's New York Pizza Lounge, located at 10738 N. 75th Avenue Suite B-7, Lauren K. Merrett, Applicant, LL#20018484.

## Regular Agenda

### New Business

22 R. **Memorandum of Understanding, Peoria Police Officer's Association, July 2018 through June 2021**

Discussion and possible action to approve a Memorandum of Understanding with the Peoria Police Officers Association in total for the period July 2018 through June 2021.

## Vistancia Community Facilities District Board Meeting

### VCFD Consent Agenda

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

### Consent

23 C. **Minutes**

Discussion and possible action to approve the May 16, 2017 Vistancia Community Facilities District Meeting minutes.

24 C. **Ingress/Egress Easement, Central Arizona Water Conservation District, Vistancia Boulevard and Westland Road**

Discussion and possible action to adopt **RES. VCFD 2017-03** authorizing the District Manager to execute the Ingress/Egress Easement to Central Arizona Water Conservation District, northwest of Vistancia Boulevard and Westland Road.

### Call To The Public (Non-Agenda Items)

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

### Reports from City Manager

25. **Council Calendar**

26. **Reports**

A. **2018 Council Meeting Calendar**

## 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 <https://www.peoriaaz.gov/government/mayor-and-city-council/city-council-videos>.

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### **City Manager**

Jeff Tyne

### **City Clerk**

Rhonda Geriminsky

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 3.

Date Prepared: 10/11/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager

**FROM:** Rhonda Geriminsky, MMC, City Clerk

**SUBJECT:** Certificates of Appointment to newly appointed Board and Commission members who were appointed by Resolution at the November 7, 2017 City Council Meeting

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**Purpose:**

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

Industrial Development Authority

Matthew Cunningham, regular member, June 2021.

Municipal Development Authority

Matthew Cunningham, regular member, November 2019.

Planning and Zoning Commission

Joanna Conde, regular member, December 2019

Linda Grice, regular member, December 2018

John Albright, alternate member, December 2019

Veterans Memorial Board

Tad Snidecor, regular member, December 2021.

Youth Advisory Board

Leah Gilbertson, alternate member, June 2019.

**Background/Summary:**

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

**Previous Actions:**

On October 10, 2017 the Council Boards and Commissions Subcommittee made

appointment/reappointment recommendations to various Boards and Commissions.

On October 12, 2017, a memorandum was submitted to Mayor and Council, outlining the appointment/reappointment recommendations from the October 10, 2017 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

On November 7, 2017, City Council adopted Resolutions making the following new boards/commissions appointments:

- Adopted RES. 2017-117 appointing Matthew Cunningham as a regular member of the Industrial Development Authority for a partial term to expire June 2021;
- Adopted RES. 2017-118 appointing Matthew Cunningham as a regular member of the Municipal Development Authority for a partial term to expire in November 2019;
- Adopted RES. 2017-119 appointing Joanna Conde as a regular member and John Albright as an alternate member of the Planning and Zoning Commission for partial terms to expire in December 2019;
- Adopted RES. 2017-120 appointing Linda Grice as a regular member of the Planning and Zoning Commission for a partial term to expire in December 2018;
- Adopted RES. 2017-121 appointing Tad Snidecor as a regular member of the Veterans Memorial Board for a term to expire in December 2021; and
- Adopted RES. 2017-122 appointing Leah Gilbertson as an alternate member of the Youth Advisory Board for a partial term to expire June 2019.

**Narrative:**

The newly appointed board/commission members have been invited to attend the November 28, 2017 City Council meeting to receive their Certificates of Appointment.

**Contact Name and Number:**

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

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 4C.

Date Prepared: 11/7/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager  
**FROM:** Rhonda Geriminsky, MMC, City Clerk  
**SUBJECT:** Minutes

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**Staff Recommendation:**

Discussion and possible action to approve the following:

- November 3, 2017 City Council Retreat minutes
- November 7, 2017 City Council Meeting minutes

**ATTACHMENTS:**

November 3, 2017 Retreat Minutes

November 7, 2017 Minutes

**Contact Name and Number:**

Rhonda Geriminsky, (623) 773-7340

**MINUTES OF THE PEORIA CITY COUNCIL**  
CITY OF PEORIA, ARIZONA  
DEVELOPMENT AND COMMUNITY SERVICES BUILDING  
9875 NORTH 85<sup>TH</sup> AVENUE  
November 3, 2017

A **City Council Retreat** of the City Council of the City of Peoria, Arizona was convened at the Development and Community Services Building, 9875 North 85<sup>th</sup> Avenue, Peoria, Arizona in open and public session at 1:03 p.m.

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

**Members Absent:** None

**Municipal Officials Present:** Jeff Tyne, City Manager; Julie Arendall, Deputy City Manager; Andy Granger, Deputy City Manager; Steve Burg, City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; George Anagnost, Municipal Judge; Sonia Andrews, Interim Finance Director; Katie Gregory, Management and Budget Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Adina Lund, Engineering Director; Roy Minter, Police Chief; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; Jennifer Stein, Public Information Director; Scott Whyte, Economic Development Services Director and Lisa Estrada, Economic Efficiency and Sustainability Manager.

**Audience:** One member of the public was present.

**Strategic Priorities**

Mayor Carlat addressed the Council with opening remarks providing statistics from the League of Arizona Cities and Towns and relaying the importance both the City of Peoria and all Arizona cities and towns have in the State of Arizona. Mayor Carlat encouraged the Council to look to the future and think long-term to determine what the City of Peoria will be.

Jeff Tyne, City Manager, encouraged Council to engage in meaningful dialogue so that staff has clear direction to carry out the Council's requests in a professional and creative manner. Mr. Tyne stated the overall theme for the retreat is livability, and he outlined seven topics to be addressed, including:

- Transportation
- Arts and Culture
- Built and Natural Environment
- Parks and Recreation
- Communication
- Public Safety
- Economic Prosperity

Andy Granger, Deputy City Manager, encouraged the Council to create the vision based on the topics outlined or any additional topics the Council may wish to include.

Mr. Tyne discussed adversity and stated that there is not a lot of new money and that the community is expanding, which makes it more difficult to connect with the community and build public trust, which is at 37 percent for local governments.

### Transportation

Mr. Granger addressed transportation opportunities related to growth and encouraged Council to look at how the City should grow with respect to transportation.

Discussion ensued regarding:

- Long-range plan for Grand Avenue and businesses along Grand Avenue
- Rail stops on Grand Avenue
- Commuter rail
- Bus routes
- Difference between light rail and commuter rail
- Reliability of commuter rail since freight rail usually takes precedence over commuters
- Sales tax increase initiatives
- Circulators
- Council priorities for employment and transportation
- Proposition 500 light rail, circulator and bus routes
- Citizen feedback circulators or bus routes within the City rather than going out of the City

Mr. Tyne advised there are other options to consider and inquired of the Council regarding bike and walkable cities and the City's trail system.

Discussion ensued regarding:

- Additional trails in current plans, wayfinding and branding
- Perception that Peoria is a sports and trails city rather than an arts city
- Public art opportunities at and on trails
- Walkability and connectivity
- Connectivity with respect to neighborhoods when residents may not want to be connected to existing neighborhoods
- Accessing Peoria's amenities without getting into a vehicle
- Promoting bike days and connectivity
- Condition of streets in the Acacia District
- The need for inviting roadways
- Pavement Management Study to be brought before Council at an upcoming Study Session
- Half streets



- Americans with Disabilities Act ramps at intersections that have to be updated when streets are repaired and the associated costs
- Bridge on 99<sup>th</sup> Avenue to Olive Avenue

Mr. Tyne outlined the process used to include items into the Capital Improvement Plan.

Mayor Carlat expressed the importance of circulators and how they can unify the City and contribute to quality of life and entertainment value for citizens.

Discussion ensued regarding:

- Circulators
- Proposition 500
- Addressing shade in conjunction with walkability
- Educating the public on circulators and promoting them
- The importance ridesharing can have with respect to future transportation opportunities
- Shade Masterplan
- Making 83rd Avenue a pedestrian area
- Walkover bridge on 99<sup>th</sup> Avenue to Olive Avenue

### Arts and Culture

Mr. Tyne introduced the arts and culture topic and inquired regarding coordinating art differently or changing the focus.

Councilmember Hunt expressed the importance of art and expressed concern regarding the art designated groups in Peoria that are competing against each other rather than working together. and it is not bringing the desired results.

Councilmember Hunt presented the following:

- Creating an Arts Vision and establishing an arts/culture page on the website
- Add makerspaces throughout the City
- Unique bus shelter designed by students in Oro Valley
- Engaging the community
- Considering Old Town as an Arts District – a place that celebrates art
- Reopen the historical society building

Discussion ensued regarding:

- Arts Masterplan and how it connects from one community to another
- Master developer requirements that artwork throughout the community be part of their proposal
- Proposal that Peoria have long flags with names of individuals who have served in the military that should be hung for two months

Mr. Tyne stated that money will be prioritized to look at arts and culture opportunities.

Discussion continued regarding:

- Council's desire for an arts vision and atmosphere in the City of Peoria
- Permanent large art concerns
- Arts and culture draws
- Community engagement for permanent structures and tax dollar concerns
- Revising the Arts Master Plan
- Percent for the Arts Program – where and how to allocate the money
- Concerns about levying 1 percent from businesses who wish to establish in Peoria
- Business opportunities
- Cultural opportunities
- Placemaking – arts conducive to congregating
- Makerspaces

#### Built and Natural Environment

Mr. Tyne introduced the built and natural environment topic including:

- Placemaking
- Focal points
- Aesthetic treatments
- Opportunities to create a sense of place

Chris Jacques, Planning and Community Development Director, presented regarding:

- Needs for different populations based on different life cycles
- Not a one-size-fits-all land use scheme

Discussion ensued regarding:

- Need for density in order to develop Old Town
- Multi-family housing with setbacks/buffers
- Trees
- Density and surroundings in dense areas
- High-density housing for walkability
- Capitalizing on low-density areas
- Developing commercial areas and high-density areas
- Density decisions should enhance what already exists
- Transitions versus key areas
- Stigma for apartments and how to paint a different picture possibly using design standards
- Branding new areas
- Expectations from existing residents
- Rebranding and changing terminology

- Bringing the community out
- Placemaking versus art
- Cultural experiences versus permanent art
- Plop art
- Energy created by art
- Unique art treatments
- Urban forests

Mayor Carlat declared a short recess at 2:52 p.m. and resumed the meeting at 3:02 p.m.

### Parks and Recreation

Mr. Tyne introduced the Parks and Recreation topic including:

- Funding restrictions and challenges
- Balanced amenities
- Different priorities in different parts of the community
- Variety in neighborhood parks
- Adaptive parks

Discussion ensued regarding:

- Adaptability for parks/adaptive parks
- Importance of play in human and community development
- Investment for adaptive parks
- Neighborhood parks
- Park usage statistics
- Amenities at parks – open fields dominate parks
- Maintenance and upkeep of existing parks
- Refreshed Apache Park
- City parks versus parks run by management company in Vistancia – residents may not know the difference
- Concerns about legitimate use of parks
- Redesigning parks for the purpose of connecting more people
- Services provided in the parks
- Engaging the community to determine their needs
- Sharing resources/partnerships
- Using retention basins for farmers markets
- Shade
- Club athletics program
- Small special events
- Peoria image
- Maximizing resources especially when classes are not full
- Commute times for youth athletic practices
- Revenue growth versus cost growth
  - o State's management of money negatively impacts cities

### Communications

Mr. Tyne introduced the Communications topic including:

- Informing and educating the public
- Engaging people in the future
- Public trust
- Messaging

Discussion ensued regarding:

- Public trust and social media challenges and how to manage the challenges
- Communication preferences
- Email response times
- Providing correct information
- Council's inability to respond at Council meetings due to Open Meeting Laws
- Preventing wrong information from getting out
- Keeping information factual
- Facebook live streaming
- Engaging Board and Commission members
- Importance of coordinating between departments
- Consistent branding
- Streamline messaging for better use of resources
- Peoria's new user-friendly websites

### Public Safety

Mr. Tyne introduced the Public Safety topic, including:

- Public safety is a resource priority
- Expectations serving remote areas of the City
- Public safety at the lake
- Enhanced opportunities for law enforcement feeder programs
- Connecting with neighborhood leaders
- Adapting to the changing healthcare environment

Discussion ensued regarding:

- Role of public safety at the lake
- Empty area before the lake
- Jobs after graduation (JAG Programs) – presenting to the youth on public safety opportunities for Police and Fire Departments
- Serving remote areas in the City
  - o Managing growth in the north for public safety
- Enticing local grown talent
- Recruiting public safety personnel

- Creating career paths for public safety for youth
- The changing healthcare environment
  - o Transporting versus treating onsite (treat and release)
- Educating the retirement community
- Programs to develop career paths

### Economic Prosperity

Mr. Tyne introduced the Economic Prosperity topic including:

- Council's focus for economic prosperity
- Attracting long-term industries
- Variety of retail experiences

Discussion ensued regarding:

- Providing more economic opportunities for our residents
- Purposeful change to meet the needs of the community and future residents
- Intentional development

Mr. Tyne explained that many of the issues discussed will be brought to Council, as appropriate, in future Study Sessions.

Discussion ensued regarding:

- Relating with stakeholders
- Housing not-for-profit centers in city buildings in order to provide one-stop services to the residents
- CDBG (Community Development Block Grant) funds and funding options

### **ADJOURNMENT:**

Being no further business to come before the Council, the Council Workshop was duly adjourned at 4:36 p.m.

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Cathy Carlat, Mayor

ATTEST:

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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 Workshop of the City Council of Peoria, Arizona held on the 3<sup>rd</sup> day of November, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 28<sup>th</sup> day of November, 2017.

(Seal)

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Rhonda Geriminsky, City Clerk

**MINUTES OF THE PEORIA CITY COUNCIL**  
CITY OF PEORIA, ARIZONA  
CITY COUNCIL CHAMBER  
November 7, 2017

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 Jon Edwards; Councilmembers Bridget Binsbacher, Michael Finn, Vicki Hunt, Carlo Leone and Bill Patena.

**Council Youth Liaisons:** Maylee Acosta.

**Members Absent:** None.

**Other Municipal Officials Present:** Jeff Tyne, City Manager; Julie Arendall, Deputy City Manager; and Rhonda Geriminsky, City Clerk.

**Audience:** 1 member of the public was 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.

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

Motion was made by Councilmember Hunt, seconded by Vice Mayor Edwards, 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) Labor Negotiations Update with the Peoria Police Officers Association pursuant to A.R.S. § 38-431.03.A.5.
- (b) Labor Negotiations Update with the American Federation of State, County, and Municipal Employees Local 3282 pursuant to A.R.S. § 38-431.03.A.5.

Upon vote, the motion carried unanimously 7 to 0.

**ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 5:00 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) Labor Negotiations Update with the Peoria Police Officers Association pursuant to A.R.S. § 38-431.03.A.5.
  - (b) Labor Negotiations Update with the American Federation of State, County, and Municipal Employees Local 3282 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 7:00 p.m.

Following a moment of silent reflection, Vice Mayor Edwards led the Pledge of Allegiance.

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

**Council Youth Liaisons:** Maylee Acosta and Cassidy Gatrost.

**Members Absent:** None.

**Other Municipal Officials Present:** Jeff Tyne, City Manager; Julie Arendall, Deputy City Manager; Andy Granger, Deputy City Manager; Steve Burg, City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Gary Bernard, Deputy Fire Chief; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Stuart Kent, Public Works/Utilities Director; Adina Lund, Development and Engineering Director; Sonia Andrews, Interim Finance Director; Roy Minter, Police Chief; John Sefton, Community Services Director; Jennifer Stein, Office of Communications Director; Dawn Prince, Assistant to the City Manager; and Marcella Carrillo, City Clerk Specialist.

**Audience:** Approximately 35 members of the public were present.

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



**Presentation:**

**3. Proclamation Proclaiming Peoria as a Purple Heart City**

Mayor Carlat read aloud a Proclamation declaring support for members of the Armed Forces who have been wounded or died by an instrument of war in the hands of our Nation's enemies by becoming a Purple Heart City. Jerry Crosby Sr, Department Commander for the Military Order of the Purple Heart, accepted the Proclamation and in turn presented Mayor Carlat with a plaque declaring the City of Peoria a Purple Heart City.

**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 announced that the Consent Agenda included a Public Hearing on a liquor license application for Gift Marketing Alliance located at 8550 North 91<sup>st</sup> Avenue #F67. There were no requests from those present to address this agenda item.

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 Vice Mayor Edwards, seconded by Councilmember Finn, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

**4C. Disposition of Absence**

Approved the absence of Council Youth Liaison Gatrost from the Regular City Council Meeting held on October 17, 2017.

**5C. Minutes**

Approved the October 17, 2017 City Council Meeting minutes.

**6C. Board and Commission Appointments**

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

- Adopted **RES. 2017-116** reappointing Michael Watt as a regular member of the Building Board of Appeals for a term to expire in December 2021;
- Adopted **RES. 2017-117** appointing Matthew Cunningham as a regular member of the Industrial Development Authority for a partial term to expire June 2021;
- Adopted **RES. 2017-118** appointing Matthew Cunningham as a regular member of the Municipal Development Authority for a partial term to expire in November 2019;
- Adopted **RES. 2017-119** appointing Joanna Conde as a regular member and John Albright as an alternate member of the Planning and Zoning Commission for partial terms to expire in December 2019;
- Adopted **RES. 2017-120** appointing Linda Grice as a regular member of the Planning and Zoning Commission for a partial term to expire December 2018;
- Adopted **RES. 2017-121** appointing Tad Snidecor as a regular member of the Veterans Memorial Board for a term to expire in December 2021; and
- Adopted **RES. 2017-122** appointing Leah Gilbertson as an alternate member of the Youth Advisory Board for a partial term to expire in June 2019.

**7C. Grants, State of Arizona Department of Homeland Security, Various Fire Department Programs**

- (a) Authorized the Fire-Medical Department to accept two grant awards in the total amount of \$80,711 from the Arizona Department of Homeland Security to be used to strengthen chemical, biological, radiological, nuclear or explosive detection, response and decontamination capabilities; and sustain and enhance the Terrorism Liaison Officer program; and
- (b) Approved a budget amendment in the amount of \$80,711 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

**8C. Investment Report, Quarter Ending September 30, 2017**

Accepted the Investment Report as presented.

**9C. Maintenance Improvement District No. 1214, Townley Park, 89th Avenue and Olive Avenue**

Approved the Petition for Formation and adopted **RES. 2017-114** intention and ordering the formation of proposed Maintenance Improvement District No. 1214, Townley Park, located at 89th Avenue and Olive Avenue; and adopted **RES. 2017-115** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

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

Adopted **RES. 2017-123** accepting Deeds and Easements for various Real Property interests acquired by the City.

**11C. Designate Roadways, Establish Rights-of-Way, Various Locations**

Adopted **RES. 2017-125** designating various Real Properties to be used as City roadways and authorized the establishment of Public Rights of Way to be opened and maintained by the City as a Public Street.

**12C. Replat, CCV/Terrazza Center – Lot 10, 67th Avenue and Happy Valley Road**

Approved the Replat of CCV/Terrazza Center – Lot 10 located at 67th Avenue and Happy Valley Road, subject to stipulations.

**13C. PUBLIC HEARING – Grant, United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant**

- (a) Accepted a grant from the United States Department of Justice in the amount of \$21,297 to be used by the Peoria Police Department to fund crisis intervention and mental health training to all department personnel; and
- (b) Approved a budget adjustment in the amount of \$21,297 from the Proposed Grants Contingency account to the Justice Assistance Grant Award account.

**14C. PUBLIC HEARING - Liquor License, Gift Marketing Alliance, 8550 North 91st Avenue #F67**

Recommended approval to the State Liquor Board for a New Wine and Beer (Series 10) Liquor License for Gift Marketing Alliance, located at 8550 North 91st Avenue #F67, Alex Quintana, Applicant, LL#20018469.

## **REGULAR AGENDA**

### **New Business**

#### **15R. PUBLIC HEARING - Code Amendment, Zoning Ordinance, Section 21-813 Wireless Communication Facilities**

##### **Staff Report:**

Chris Jacques, Planning and Community Development Director, and Cody Gleason, Senior Planner, provided an overview of the amendment to the Zoning Ordinance.

Information included:

- Compliance with new Federal Communications Commission regulations
- Addition of minor updates to the current standards of the Code
- Update to improve overall format, clarity and usability of the Code

##### **Public Hearing:**

Mayor Carlat opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the proposed code amendment.

Discussion ensued regarding standards on church steeples and effective dates.

Having no requests from those present to address this item, Mayor Carlat declared the Public Hearing closed.

##### **Council Action:**

Motion was made by Councilmember Binsbacher, seconded by Councilmember Hunt, to adopt **ORD. 2017-44** amending Chapter 21 of the Peoria City Code (1977 Edition), Sections 21-202 ("Definitions") and 21-813 ("Wireless Communication Facilities").

Upon vote, the motion carried unanimously 7 to 0.

#### **16R. PUBLIC HEARING - Harvest Church Annexation, 8340 West Northern Avenue**

##### **Staff Report:**

Chris Jacques, Planning and Community Development Director, provided an overview of the proposed annexation of approximately 10.49 acres of privately owned property located west of the northwest corner of 83<sup>rd</sup> Avenue and Northern Avenue, including the process for annexing property.

**Public Hearing:**

Mayor Carlat opened the Public Hearing and asked if any Councilmember or citizen wished to comment on the proposed annexation.

Having no requests from those present to address this item, Mayor Carlat declared the Public Hearing Closed.

**Council Action:**

No Council action required.

**17R. Contract Approval and Budget Transfer, Beardsley Road Channel Improvements**

Adina Lund, Development and Engineering Director, presented regarding the contract with Blucor Contracting to construct the Beardsley Road Channel Improvements. Information included the project overview, contractor selection and project funding.

Motion was made by Vice Mayor Edwards, seconded by Councilmember Binsbacher, to: (a) approve the contract with Blucor Contracting; and (b) approve a budget transfer in the amount of \$540,937 from the Union Hills Channel project to the Beardsley Road Channel Improvements project.

Upon vote, the motion carried unanimously 7 to 0.

**Clerk's Note: Agenda Items 18C, and 19C were voted on separately by the Vistancia West Community Facilities District Board. The legal actions for these items will be reflected separately in the November 7, 2017 Vistancia West Community Facilities District Board minutes.**

**Call To The Public (Non-Agenda Items)**

None.

**Reports from City Manager:**

**20. Council Calendar**

**21. Reports**

**A. Upcoming City Events Video**

A video presentation showcasing upcoming City events was displayed.

### **Reports from City Council:**

Council Youth Liaison Acosta reported on her attendance at the Homeless Youth Connection Breakfast on October 26, 2017 and shared a success story of a young man she met. Council Youth Liaison Acosta reported on her attendance at the Halloween Monster Bash on October 28, 2017.

Councilmember Patena reported on his attendance at the Parkridge Homeowners Association annual meeting on October 20, 2017. Councilmember Patena reported on his attendance at the Peoria Support Collaborative Impact Workshop on Behavioral Health on November 2, 2017. Councilmember Patena reported on his attendance at the ParkFest! at Windrose Park on November 4, 2017. Councilmember Patena reported on his attendance at the Veteran's Day Employee Recognition Event on November 6, 2017. Councilmember Patena reported on his attendance at the Grand Opening of the Pinnacle Peak Public Safety Facility on November 7, 2017. Councilmember Patena announced the upcoming rededication of the Veterans Memorial Wall scheduled for November 11, 2017 at Rio Vista Park located at 8866 West Thunderbird Road.

Councilmember Binsbacher reported on her attendance at the Grand Opening of the Pinnacle Peak Public Safety Facility on November 7, 2017 and extended her congratulations to the Police Department on the success of the project. Councilmember Binsbacher acknowledged the various Veteran's Day events throughout the city.

Vice Mayor Edwards announced the new Bus Route 83, which runs from Camelback Road to Bell Road along 83<sup>rd</sup> Avenue. Vice Mayor Edwards reported on his attendance at the Grand Opening of the Pinnacle Peak Public Safety Facility on November 7, 2017 and praised city staff and Hayden Construction for the success of the project.

Councilmember Finn reported on his attendance at the Neighborhood Pride event on October 28, 2017 and offered his gratitude to the Latter-Day Saints community for their participation in the event. Councilmember Finn reported on his attendance at the ParkFest! at Windrose Park on November 4, 2017 and offered his gratitude to the Police Department for the donated bikes and helmets.

Councilmember Hunt reported on her attendance at the Grand Opening of the Pinnacle Peak Public Safety Facility on November 7, 2017. Councilmember Hunt announced an upcoming shred event scheduled for November 18, 2017 at Ira Murphy Elementary School located at 7231 West North Lane. Councilmember Hunt expressed her appreciation to Council Youth Liaison Acosta and Council Youth Liaison Gatrost for their participation at City events.

Councilmember Leone reported on his attendance at the Department of Arizona Marine Corps League's Fall Conference on October 21, 2017. Councilmember Leone reported on his attendance at the Halloween Monster Bash on October 28, 2017. Councilmember Leone reported on his attendance at the City Council Workshop on November 3, 2017. Councilmember Leone reported on his attendance at the Veteran's

Day Employee Recognition Event on November 6, 2017. Councilmember Leone reported on his attendance at the Grand Opening of the Pinnacle Peak Public Safety Facility on November 7, 2017.

Council Youth Liaison Gatrost reported on her attendance at the Neighborhood Pride event on October 28, 2017 and offered her gratitude to the volunteers. Council Youth Liaison Gatrost reported on her attendance at the Halloween Monster Bash on October 28, 2017. Council Youth Liaison Gatrost reported on her attendance at the Diversity Leadership Alliance Annual Conference on November 3, 2017. Council Youth Liaison Gatrost offered her gratitude to Veterans for their service in recognition of Veteran's day.

**Reports from the Mayor:**

Mayor Carlat announced the upcoming Honoring Our Veterans Memorial Ceremony scheduled for November 11, 2017 at Rio Vista Park located at 8866 West Thunderbird Road.

**ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 7:59 p.m.

ATTEST:

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Cathy Carlat, Mayor

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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 7<sup>th</sup> day of November, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 28<sup>th</sup> day of November, 2017.

(Seal)

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Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 5C.

Date Prepared: 11/6/2017

Council Meeting Date: 11/28/2017

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**TO:** Honorable Mayor and City Council  
**FROM:** Steve Burg, City Attorney  
**SUBJECT:** Appointment of Administrative Hearing Officers

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**Purpose:**

This is a request for City Council to adopt Resolution No. 2017-126 to appoint Administrative Hearing Officers for personnel, tax, licensing, and land use matters for a two-year term.

**Background/Summary:**

The City Code requires the City to appoint Administrative Hearing Officers for personnel, tax, licensing, and land use matters. The current Hearing Officers' two-year terms will expire on December 31, 2017.

The proposed Administrative Hearing Officers for the term of January 1, 2018 to December 31, 2018, are Harold Merkow, Fredda Bisman, D. Samuel Coffman, Cecil B. Patterson, Jr., Stacy Gabriel, and Amy L. Lieberman. Some of the Hearing Officers are designated to hear matters within only their specific legal expertise, while others have broad backgrounds and are designated in all areas. The Hearing Officers' backgrounds and qualifications are set forth below:

Harold Merkow has over 30 years of legal experience as an administrative hearing officer, focused on hearings held by many different government entities. Mr. Merkow has been a designated hearing officer for the City for over ten years.

Fredda J. Bisman is an attorney with Dickinson Wright PLLC. Ms. Bisman's practice emphasizes public law, government relations, and real estate transactions. Prior to joining the firm, she served as City Attorney for Scottsdale, Arizona. Ms. Bisman has been a designated hearing officer for the City for over ten years.

Cecil B. Patterson, Jr., served as a judge for the Maricopa County Superior Court and for the Arizona Court of Appeals. Mr. Patterson had extensive experience working in government before retiring from the practice of law and focusing on conducting administrative hearings. Mr. Patterson has been a designated hearing officer for the City for over ten years.

D. Samuel Coffman is a partner at Dickinson Wright PLLC. Mr. Coffman's experience includes labor and employment law, tribal law and general commercial litigation. Mr. Coffman has been a designated hearing officer for the City for two years.



Stacy Gabriel has been an attorney in private practice specializing in employment law since 1993. Ms. Gabriel has been an administrative hearing officer for the Maricopa County Judicial Merit System Commission, City of Phoenix Employment Relations Board, and Colorado River Indian Tribes. Ms. Gabriel has not previously been a hearing officer for the City.

Amy L. Lieberman is the Executive Director of Insight Mediation LLC. She began her legal career in private law firms, spent eight years as an Assistant City Attorney for the City of Scottsdale, and has worked at Insight since 2002. Ms. Lieberman was a mediator for the City in 2013, successfully resolving negotiations between the City and the Peoria Firefighters Association and Peoria Police Officers Association. As a hearing officer, she has heard personnel appeals for the State of Arizona, Maricopa County, City of Phoenix, and a variety of other public entities. Ms. Lieberman has not previously been a hearing officer for the City.

### **Previous Actions:**

The Mayor and City Council appointed the current Administrative Hearing Officers for the City of Peoria on December 1, 2015 in Resolution No. 2015-119. Their two-year terms expire on December 31, 2017.

### **Options:**

**A:** Adopt Resolution No. 2017-126 to appoint Administrative Hearing Officers for personnel, tax, licensing, and land use matters.

**B:** Do not to adopt Resolution No. 2017-126 to appoint Administrative Hearing Officers for personnel, tax, licensing, and land use matters.

### **Staff Recommendation:**

Discussion and possible action to adopt **RES. 2017-126** to appoint Administrative Hearing Officers for personnel, tax, licensing, and land use matters for a two-year term.

### **Fiscal Analysis:**

No financial impacts at this time. Funds are budgeted to pay Administrative Hearing Officers when appeals are heard.

### **Narrative:**

If these individuals are approved to be Administrative Hearing Officers, the City will enter into agreements with each individual outlining the responsibilities and terms of their work. When appeals are filed in any of the areas requiring a hearing, staff will assign a specific Administrative Hearing Officer for each appeal on a rotating basis.

### **ATTACHMENTS:**

Proposed Hearing Officer Resolution

Cecil B. Patterson, Jr. Resume  
Harold J. Merkow Resume  
Amy L. Lieberman Resume  
Stacy Gabriel Resume  
Fredda J. Bisman Resume  
D. Samuel Coffman Resume

**Contact Name and Number:**

Steve Burg, City Attorney, (623) 773-7321

RESOLUTION NO. 2017-126

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ESTABLISHING TERMS AND APPOINTING ONE OR MORE ADMINISTRATIVE HEARING OFFICERS PURSUANT TO A.R.S. § 9-500.12 AND VARIOUS CITY CODES TO HEAR, RECOMMEND AND DECIDE MATTERS ARISING UNDER THE CITY'S PERSONNEL, TAX, LICENSING, AND LAND USE CODES.

WHEREAS, pursuant to A.R.S. § 9-500.12, and the City's personnel, tax, licensing, and land use codes, the City must have one or more administrative hearing officers;

WHEREAS, City Code Section 2-20 specifies that the Mayor and Council by Resolution may designate one or more administrative hearing officers for such purposes; and

WHEREAS, as a quasi-judicial officer such persons shall be appointed for a defined term.

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 Administrative Hearing Officers are appointed for a term beginning on January 1, 2018 and ending on December 31, 2019.

SECTION 2. That the City of Peoria City Council hereby appoints the following Administrative Hearing Officers to hear matters arising under A.R.S. § 9-500.12 (land use dedications, exactions, and excessive reduction in property values) and the City's Utility Codes.

- A. Harold J. Merkow
- B. Fredda Bisman
- C. D. Samuel Coffman
- D. Cecil B. Patterson, Jr.

SECTION 3. That the City of Peoria City Council hereby appoints the following Administrative Hearing Officers to hear matters arising under the City's Tax and Licensing Codes and Procurement Code.

- A. Harold J. Merkow
- B. Fredda Bisman
- C. D. Samuel Coffman
- D. Cecil B. Patterson, Jr.

SECTION 4. That the City of Peoria City Council hereby appoints the following Administrative Hearing Officers to hear matters arising under the City's Personnel Code.

- A. Harold J. Merkow
- B. Stacy Gabriel
- C. Cecil B. Patterson, Jr.
- D. Amy L. Lieberman

SECTION 5. That the City of Peoria City Council hereby appoints the following Administrative Hearing Officers to hear matters arising under the City's Land Use, Zoning, and related codes.

- A. Harold J. Merkow
- B. Cecil B. Patterson, Jr.
- C. Fredda Bisman
- D. D. Samuel Coffman

SECTION 6. That the City Council directs the City Manager in cooperation with the City Attorney to prepare and enter into a contract with the appointed Administrative Hearing Officers for the period January 1, 2018 through December 31, 2019.

Resolution No. 2017-126  
Administrative Hearing Officers  
November 28, 2017  
Page 3 of 3

SECTION 7. That the Hearing Officers appointed pursuant to this resolution shall conduct all hearings pursuant to A.R.S. § 9-500.12, City's Tax and Licensing Codes, Personnel, and Utilities codes during regular business hours of the City on regular business days of the City. All hearings should be conducted at the Peoria Municipal Complex. Hearings only may be held during non-regular business hours and at other locations upon the express written agreement of both the City and the party requesting the hearing.

SECTION 8. That such Hearing Officers may be dismissed or terminated for good cause in the same manner as Municipal Court Judges.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 28th day of November, 2017.

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen J. Burg, City Attorney

CECIL B. PATTERSON, JR.  
RETIRED JUDGE, ARIZONA COURT OF APPEALS

E mail: [REDACTED]

Cecil B. Patterson, Jr. practices law in the Phoenix community after having retired from the Arizona Court of Appeals, Division I, on June 30<sup>th</sup>, 2003, with eight years of service. He was appointed to the Court of Appeals by Governor Fife Symington on July 25<sup>th</sup>, 1995, to a position which had been created as the sixteenth seat on the Court. Judge Patterson also served as the Acting Presiding Judge for the Glendale City Court from September, 2001, to October, 2002.

Judge Patterson served as Chief Counsel of the Human Services Division for the Office of the Arizona Attorney General from 1991 to his Court of Appeals appointment. Before beginning his tenure with the Attorney General's Office, Judge Patterson served as a Superior Court Judge in Maricopa County for 11 years commencing in 1980. During part of this time, he served as Presiding Judge of the Criminal Department and as a Juvenile Court Judge. From February, 1975 to April, 1980, he was a trial attorney with the Maricopa County Public Defender's Office. Judge Patterson engaged in the general practice of law as a partner with a local law firm and practiced law with the Phoenix Urban League and the Maricopa County Legal Aid Society from 1971 to 1975.

Professional associations include membership in the National Bar Association and it's Judicial Council, and the Arizona, Maricopa County and the H. B. Daniels Bar Associations. He also served on the National Association of Attorneys General's Civil Rights Committee.

Judge Patterson served as the Chairman of the Arizona Juvenile Justice Commission, on the Tempe Community Council, Arizona Early Childhood Development and Health Board; and has served on the Minority Advisory Committee - Arizona State University, the Boards of Directors of the Valley of the Sun YMCA and the Valley of the Sun United Way. Other community activities include having served on the Boards of Directors of the Maricopa County Branch of the NAACP, the Maricopa County Chapter of the Red Cross and Southminster Social Service Agency.

Judge Patterson earned his law degree from Arizona State University in 1971 after having served five years on active duty with the United States Air Force. He graduated with a B.A. in History from Hampton University, Virginia in 1963.

Judge Patterson is married and has two children.

## STATEMENT OF QUALIFICATIONS

HAROLD J. MERKOW

### *PROFESSIONAL EXPERIENCE*

September 1976 to Present: Arbitrator/Hearing Officer/Administrative Law Judge/  
Judge Pro Tem

12/72-9/76: Assistant Attorney General, Arizona Attorney General's Office, Phoenix,  
Arizona

### *EDUCATION AND PROFESSIONAL MEMBERSHIPS*

Law School: Wayne State University, 1972

Member, Arizona State Bar Association since 1972, U.S. District Court for the District of  
Arizona 1972, U.S. Court of Appeals, 9th Circuit, 1974, U.S. Supreme Court, 1975

1979-12/2002 -- American Arbitration Association National Panel of Arbitrators;  
American Arbitration Association National Panel of Construction Arbitrators

I have been an independent arbitrator/hearing officer since 1976 and have presided over more than 8,000 administrative hearings for a variety of governmental agencies, municipalities, school districts and private clients in cases pertaining to personnel matters/employee relations/whistleblower complaints, school district employee discipline/whistleblower complaints (certified & classified employees), commercial disputes, public procurement bid protest appeals, contract and construction claims, professional licensing including accounting, technical registration [architects, engineers, surveyors], medicine (physicians [allopathic and osteopathic], dental, nursing, veterinarian, naturopathic, psychology), financial regulation (banking, insurance, real estate), election law, natural and public resources (air quality, water [quantity and quality], flood control, minerals, environmental regulation, food service hygiene), public health and safety (health services, environmental services, AHCCCS eligibility, ambulance regulation), pesticide misuse, peace officer certification [POST], land use and zoning enforcement, International Building Code abatement procedures, municipal taxation, amusement regulation (alcoholic beverages, horse and dog racing, Indian gaming) and transportation/economic development (Arizona Department of Transportation, City of Tempe, City of Phoenix). Since 1982, I have also been serving as an Administrative Law Judge for the U.S. Government for disputed claims involving Indian relocation.

Since 1976, I have been a contract hearing officer for the Maricopa County Merit System Commission to conduct personnel disciplinary appeals and whistleblower claims

for County employees. Since 1979 I have been a contract hearing officer for the Arizona State Personnel Board to conduct personnel disciplinary appeals and whistleblower complaints for State employees. Since 1997, I have been a contract hearing officer for the City of Phoenix Civil Service Board to conduct disciplinary appeals, since 2003 I have been a contract hearing officer for the City of Bullhead City for employee disciplinary appeals, in 2007 I received a contract to serve as a hearing officer for the City of Peoria for employee disciplinary appeals. In 2008, I received a contract from the Maricopa Special Health Care District (Maricopa Integrated Health System [MIHS]) to conduct personnel appeals and whistleblower hearings. In 2008, I received a contract from the Arizona State University to conduct personnel appeals, grievances, and whistleblower complaints involving certified and classified employees of the university. In 2009, I received a contract from the City of Goodyear to serve as a hearing officer for employee disciplinary appeals. In 2014, I received contracts from the City of Chandler and the City of Avondale to serve as a hearing officer for employee disciplinary appeals.

I am on the list of approved hearing officers for the Maricopa County Judicial Merit System, the Coconino County Superior Court, Navajo County Superior Court, and Mohave County Superior Court, all of which are kept to preside over employee disciplinary matters and employee disputes. I have presided over employee disciplinary hearings for the Mohave County Superior Court, the Maricopa County Superior Court, the Coconino County Superior Court, the Navajo County Superior Court, the cities of Surprise, Avondale, Tolleson, Chandler, Parker, Wickenburg, Town of Buckeye, City of Apache Junction, Town of Camp Verde, and Lake Havasu City on an as-needed basis, and for the former State Compensation Fund when needed.

I am on the approved list of hearing officers for the Arizona Department of Education for teacher/school administrator/employee (certified and classified) disciplinary cases and I have been appointed as a hearing officer by the Scottsdale Unified School District, the Deer Valley Unified School District, the Mesa Unified School District, Chandler Unified School District, Peoria School District, Laveen School District, the Madison School District, Alhambra School District, the Phoenix Elementary School District, Roosevelt Elementary School District, Isaac School District, Glendale Union High School District, Maricopa County Regional School District, Tucson Unified School District, Somerton Elementary School District, Gadsden Elementary School District, Naco Elementary School District, Ganado Unified School District, Tolleson Union High School District, Gila River School District and the Kayenta Unified School District to adjudicate disciplinary actions brought against certified school teachers and administrators as well as classified employees and whistleblower complaints filed by District employees.

I hold contracts with the City of Tucson, City of Peoria, and Arizona State University to conduct procurement appeals, contract claims and construction claims. I am also on the approved hearing officer lists of the Arizona Department of Education and the Arizona State Board of Education to conduct procurement appeals and contract claims involving school districts. I have also conducted hearings on behalf of the Maricopa Community



College District for procurement appeals. I am on the preferred hearing officer list for the City of Phoenix to conduct procurement appeal/claims hearings.

I am on the approved hearing officer list with the Scottsdale School District, Cartwright School District, Madison School District, Glendale Elementary School District, and Creighton School District to conduct student expulsion/long-term suspension hearings. I also hold a contract with Arizona State University to conduct student conduct violations hearings for the university.

I have been appointed to conduct relocation appeal hearings by the Arizona Department of Transportation, City of Phoenix, and City of Tempe for public works construction projects. Since 1986, I have conducted more than 50 relocation appeal hearings.

Since 1999, I have been serving as a contract hearing officer for the Maricopa County Planning and Development Department presiding over zoning and code enforcement violation hearings, nuisance abatement hearings and flood control/drainage clearance violations and in 2007 I received a contract to adjudicate development appeals for the City of Peoria. In 2012, I received a contract from the City of Glendale to preside over nuisance abatement hearings under the International Building Code. I am a contract hearing officer for Maricopa County to conduct hearings into air quality violations and permits, environmental violations, and flood control violations.

From 1978 until August 2005, I served as a due process hearing officer for the Arizona Department of Education to conduct special education due process hearings throughout the State of Arizona. I adjudicate due process hearings under Section 504 of the Rehabilitation Act for school districts including the Scottsdale Unified School District, the Deer Valley Unified School District and the Marana Unified School District.

Since April 1999 to date, I serve as a Judge Pro Tem for the City of Phoenix Municipal Court.

Between 2006 and 2008, I was a Judge Pro Tem for the City of Scottsdale Municipal Court.

Between 2000 and 2005, I served as a Judicial Officer Pro Tem for the Maricopa County Superior Court.

In 1995, I was appointed by the Maricopa County Superior Court as Special Master in the receivership of American Bonding Company adjudicating commercial and surety claims.

In March 2000, I was appointed as the Joint Expert (Special Master) by the U.S. District Court to monitor an injunction that was issued against the Arizona Department of Corrections regarding inmate access to the Courts.

In March 2002, I was appointed Special Master by the Maricopa County Superior Court in the receivership of Premier Healthcare of Arizona to adjudicate provider and participant claims against the estate. In November 2004, I was appointed Special Master in the Premier Healthcare receivership to adjudicate claims brought by the Receiver against providers and insurers.



AMY L. LIEBERMAN, Esq.

Executive Director

INSIGHT MEDIATION LLC

8149 N. 87<sup>th</sup> Place, Suite 208

Scottsdale, Arizona 85258

(480) 246-3366 amy@insightmediation.com



## EMPLOYMENT

2002-present

Mediator, Arbitrator and Executive Director, Insight Employment Mediation LLC, and Insight Mediation Group LLC, Scottsdale, AZ

**Conflict Resolution Professional Services:** (1) **Mediation** of claims, EEOC charges and employment lawsuits; individual, multi-party, collective and class actions; internal workplace disputes; interpersonal, executive and group conflict; commercial, partnership and labor-management disputes. (2) **Investigation** of harassment, discrimination, retaliation and hostile work environment claims. (3) **Arbitration** of employment and business disputes. (4) **Conflict Coaching and Training** in mediation, conflict management, communication, investigations, harassment and discrimination laws. (5) **Hearing Officer** for government personnel boards.

**Professional Distinctions:** Ms. Lieberman has resolved over 1500 conflicts. She is the author of the acclaimed book, *“Mediation Success: Get it Out, Get it Over, Get Back to Business,”* and numerous published articles on ADR topics. She speaks nationwide on mediation, arbitration, conflict management and resolution. Past and current professional distinctions include:

- *Best Lawyers in America - ADR (10+ years)*
- *Southwest SuperLawyers – ADR (10+ years)*
- *Top 25 Women Southwest SuperLawyers 2015 -2017*
- *Ranking Arizona Leading Lawyers – ADR (Ranked #1 in ADR 2013)*
- *Top Lawyers in Phoenix - ADR*
- *Arizona’s Finest Lawyers - ADR*
- *AAA Mediator and Arbitrator*
- *ACR Advanced Practitioner, Workplace Mediation*
- *ACR Advanced Practitioner, Employment Arbitration*
- *Fellow, American College of Civil Trial Mediators*
- *National Academy of Distinguished Neutrals*
- *CPR Panel of Distinguished Neutrals*
- *IMI certified Mediator*
- *EEOC Mediator*
- *FINRA Mediator and Arbitrator*
- *U.S. Bankruptcy Court Roster of mediators*
- *Arizona Association of Realtors, Mediator and Arbitrator*
- *GSA Contractor, Mediation, Conflict Management Training (2011-2016)*

Ms. Lieberman is retained by individuals, private entities and public sector organizations. She has also served in the following capacities:

**Mediator**, American Arbitration Association; Equal Employment Opportunity Commission; Arizona Civil Rights Division; Bureau of Reclamation; Department of Interior; Bureau of Land Management; Bureau of Indian Affairs; FINRA; Arizona Association of Realtors; Justice Courts; State of Arizona; U.S. Air Force

**Arbitrator**, American Arbitration Association; FINRA; U.S. District Court, Arizona Association of Realtors

**Hearing Officer**, State of Arizona Personnel Board; Judicial Merit System Commission, Maricopa County Maricopa County Merit Commission; City of Phoenix Civil Service Board; Phoenix Employment Relations Board; University of Arizona; Arizona State University; Northern Arizona University; City of El Mirage; City of Williams; Gila Crossing Community School; City of Surprise; Mohave County Superior Court;; City of Goodyear; Lake Havasu City; Town of Gilbert

**Judge Pro Tem**, Superior Court of Arizona, Maricopa County (2002-2012)

**Faculty**, IEM, Arizona Employer's Council, AGTS, Ross-Lieberman Training Center

**2001-2002**      **Employment Mediation and Training Specialist, Out-of-Court Solutions, Phoenix, AZ**

Full-time neutral work involving similar service capacities as above.

**1993-2001**      **Assistant City Attorney, City of Scottsdale, Arizona**

Employment law and general civil litigation, negotiation and resolution of complex disputes and personnel matters. Certified Civil Treatment trainer, for managers and employees. Instructed management on employment discrimination, ADA, FMLA, EEOC claims, grievances, and risk management issues. Represented city departments in Personnel Board Hearings. Legal advisor to Human Resources, Risk Management, Police Department.

**1988-1993**      **Partner, Horne, Kaplan and Bistrow, P.C., Phoenix, Arizona**

Employment law, complex commercial and general civil litigation, administrative, construction and government contracting law, as well as personal injury and domestic relations. Significant trial experience in both tort and commercial cases.

**1986-1988**      **Associate Attorney, Black, Robertshaw, Copple & Pozgay, Phoenix, Arizona**

Insurance defense and general civil litigation. Significant trial experience, including arbitrations, superior court trials, federal court appearances and appeals.

**1984-1986**      **Associate Attorney, O'Connor, Cavanagh, et. al., Phoenix, Arizona**

Insurance defense litigation, including depositions, motions, settlement negotiations, research, and trial work.

**1980**      **Congressional Intern, Office of Congressman Nicholas Mavroules**  
Washington, D.C.

## **EDUCATION**

**1981-1984**      **J.D. with highest distinction**, University of Arizona College of Law

**1977-1981**      **B.A. with highest distinction**, University of Denver - Psychology/Political Science

## **AFFILIATIONS**

**State Bar of Arizona - Chair, ADR Section** (2003-2004), Vice-Chair (2002-2003), Executive Council (2008-11); Labor and Employment Section, (CLE committee 2013-14); Former Board of

Directors, Young Lawyers' Division  
**Maricopa County Bar Association** – ADR, Corporate Counsel Sections; Former Board of Directors, Young Lawyers' Division  
**American Bar Association**, Labor and Employment and ADR sections  
**American Arbitration Association**, Employment Advisory Board, Arizona (Chair, 2006-2008)  
**Arizona ACR** – Founding Member, Former Board of Directors  
**Association for Conflict Resolution (ACR)** – Workplace and Training Section Member  
**Maricopa County ADR Association**, past member, Board of Directors  
**Valley of the Sun Human Resources Association (AZ SHRM)**  
**Scottsdale Training and Rehabilitation Services**, Advisory Board  
**Scottsdale Leadership**, former Board of Directors  
**Vistage**, former Member, Speaker  
**Women President's Organization**, Phoenix, AZ  
**Workplace Investigations Group**

## PUBLICATIONS

### Book

**“MEDIATION SUCCESS: GET IT OUT, GET IT OVER, and GET BACK TO BUSINESS”** (ISBN 9781475012033, May 2012)

### Articles:

**“2017: 17 Essential Factors to Evaluate and Respond to Risk,”** Attorney at Law Magazine March 2017  
**“Peace of Mind: The Resolution Ratio,”** Attorney at Law Magazine, October 2016  
**“The Great 8 Conflict Currencies,”** Attorney at Law Magazine, August 2016  
**“Top 10 Mistakes in Drafting Arbitration Agreements,”** Attorney at Law Magazine, June 2016  
**“9 Tips for Dealing with the Bully in Mediation,”** Attorney at Law Magazine, February 2016  
**“Cognitive Bias in Mediation,”** Attorney at Law Magazine, November 2015  
**“Trends in Business for Resolving Disputes: Mediation,”** AZ Business Magazine, July/August 2015  
**“When Mediation Doesn't Work,”** Attorney at Law Magazine, July 2015  
**“Is Mandatory Mediation a Bad Idea?”** Attorney at Law Magazine, May 2015  
**“Choosing Your Mediator,”** Attorney at Law Magazine, March 2015  
**“Mediation Success Checklist,”** Attorney at Law Magazine, January 2015  
**“Negotiation in Mediation: The Balance of Power,”** Attorney at Law Magazine, November 2014  
**“Anticipating the Obstacles,”** Attorney at Law Magazine, September 2014  
**“The Three P's of Mediation Psychology,”** Attorney at Law Magazine, July 2014  
**“Top 10 Persuasions to Mediate Disputes,”** Attorney at Law Magazine, May 2014  
**“Words of Wisdom for Success in Mediation,”** Attorney at Law Magazine, March 2014  
**“Resolving Disputes: Covenants not to Compete,”** Attorney at Law Magazine, January 2014  
**“The Importance of Expectations,”** Attorney at Law Magazine, November 2013  
**“To Disclose or Not to Disclose,”** Attorney at Law Magazine, September 2013  
**“The End Game,”** Attorney at Law Magazine, July 2013  
**“ADR in Business,”** Attorney at Law Magazine, May 2013  
**“Anger and Violence in Mediation,”** Arizona Attorney April 2013  
**“Psychic Income,”** Attorney at Law Magazine, March 2013  
**“Ten Steps to Effective Arbitration Advocacy,”** Attorney at Law Magazine, September 2012  
**“Myths and Misconceptions of Negotiation in Mediation,”** Attorney at Law Magazine, July 2012  
**“The ABC's of Mediation,”** Arizona Business Magazine, March/April 2012  
**“Resolving Law Firm Conflicts,”** Attorney at Law Magazine, February 2012  
**“It's Not Business, It's Personal,”** Attorney at Law Magazine, December 2011  
**“The Driving Force of Desires: Reaching Resolution in Mediation,”** Arizona Attorney, July/August 2008 (Cover Feature), and ACCTM American Journal of Mediation, 2010  
**“The A-List: Emotions in Mediation,”** Dispute Resolution Journal, American Arbitration Association, April 2006 and AAA's 2010 Handbook on Mediation  
**“Disputes in the C-Suite: 8 Rules of Negotiation and Resolution,”** Vistage Bizmore, February 2010  
**“Mediation: The Smart Way to Resolve Conflict,”** AZ HealthCare HR Newsletter, June 2008  
**“Anatomy of A Mediation,”** Arizona ADR Forum, December 2005  
**“Maximize Your Mediation,”** Arizona ADR Forum, December 2004

## REPRESENTATIVE SPEAKING ENGAGEMENTS / PRESENTATIONS

**“The Great 8 Conflict Currencies and the Resolution Ratio,”** AZ SHRM Annual Conference, August 2017; IMA Annual Meeting, Las Vegas, July, 2016

**“Managing Litigation Risk,”** DRI Annual Conference, Phoenix February 2017

**“Dealing with Pro Se Parties in ADR,”** AZ State Bar Annual Conference, June 2017

**“Secrets to Successful Conflict Resolution,”** AZ Ombuds Association, March 2016

**“Top 10 Mistakes in Drafting Arbitration Clauses,”** AZ State Bar Business Law Section, February, 2016

**“Debunking Myths: Just How Effective are Mediation Strategies?”** AZ State Bar ADR Section, January 2016

**“Power and Influence: Mediation Skills,”** U. of Denver Power and Influence graduate course presentation, March 2016

**“The Mediator’s Perspective,”** Littler Mendelson conference, October 2015

**“Enhancing your Skills: Resolving Cases outside the Courtroom,”** AZ State Bar CLE by the Sea, July 2015, San Diego, CA

**“Saving Money and Time: Mediating Federal Cases,”** U.S. District Court 9<sup>th</sup> C. Annual Meeting, Tucson, March 2015

**“12 Secrets to Mediation Success: Powerful Preparation and Persuasion,”** Scottsdale Bar Association, October 2014

**“Mediation Do’s and Don’ts from the Experts,”** NELA Annual Convention, Boston, June 2014

**“Mediation in the Business Setting,”** IMA, June 2014

**“Mediation Success: What Does it Take?”** AZ State Bar, April 2014

**“Secrets to Successful Conflict Resolution,”** TEC Canada, Edmonton, Vancouver, Montreal, to Toronto CAN April 2014- 2016; Vistage Dallas August 2015

**“The Power of Conflict: Embrace the Emotion”** NAHRA, April 2014

**“Tips for Successful Mediation of Employment Disputes,”** AZELA, February 2014

**“Getting the Money Right in Mediation: The Drama of Dollars and the Value of Psychic Income,”** HRSW Conference, Dallas, October 2013, and AZ SHRM Annual Conference, September 2013

**“Mediation Success: Get it Out, Get it Over and Get Back to Business”** – Arizona Association for Conflict Resolution, July 2012; AZ SHRM Annual Conference, September 2012, HR Southwest Annual Conference, Dallas, October, 2012; Northwest Valley HR Association, August 2012, Northern AZ HR Association, October, 2012

**“The Business Case for Mediation in the Public Sector”** – Western Region IPMA Annual Conference, April 2012

**“Resolving Conflict: Psychic Income”** – Northern AZ HR Association, March 2012

**“Preparing for Mediation and The Opening Session”** – ABA Section of Dispute Resolution Annual Advanced Mediation and Advocacy Skills Institute, San Diego, November 2011

**“Control Your Destiny: Be Dispute-Wise”** – AZ SHRM, September 2011

**“EEOC Technical Assistance Program – Mediator’s View”** – August, 2011

**“6 Secrets of Successful Conflict Resolution”** – Int’l Ass’n of Venue Managers, July 2011

**“Impact of the Economy on Resolution of Employment Disputes”** – AZ SHRM, September 2010

**“Secrets to Successful Conflict Resolution: Lessons from the Expert”** - Vistage National speaker, 2010-2014

**“Mediating the Non-Litigated Case”** - ABAADR Annual Meeting, April 2010; AZ State Bar, January 2010

**“Building Better Workplace Communication”** - Northland Pioneer College, November 2009

**“The Mediator’s Perspective: Effective Preparation and Advocacy In Mediation”** - Arizona State Bar Labor and Employment Annual Seminar, October 2009

**“Resolving Executive Level Conflict”** – AZ SHRM Annual Conference, September 2009

**“Conducting Effective Investigations”** – AZ SHRM Annual Conference, September 2009

**“The Vanishing Jury Trial”** - Arizona State Bar Annual Seminar, June 2009

**“Phoenix EEOC Technical Assistance Seminar– Mediation of EEOC Charges”** - June 2009

**“Drafting Employment Arbitration Agreements”** - Arizona State Bar and AAA, May 2009

**“The Driving Force of Desires – Reaching Resolution in Mediation”** - Institute of Management Accountants, April 2009; IPMA, March 2009; AzSHRM State Conference, September 2008

**“Age and Disability Discrimination”** - AAA and ICDR Neutrals Conference, February 2009

**“Strategic Use of ADR in the Workplace”** - AzSHRM Conference, January 2009

**“Conflict Resolution in the Workplace”** - American Society of Women Accountants, July 2007  
**“Decision-Making and Award Writing in Labor and Employment Arbitration: Advanced Concepts”** - ACR Annual Conference, Phoenix, AZ, October 2007  
**“The A-List: Emotions in Mediation”** - ACR Annual Conference, October 2007, Arizona State Bar Labor & Employment Section, May 2006  
**“Marketing your Mediation Practice”** - ACR Annual Conference, October 2007  
**“Resolving Conflict: Power and Perception”** - AzSHRM State Conference, September 2007  
**“Conflict Resolution in the Workplace”** - City of North Las Vegas, September 2007  
**“The Role of Corporate Counsel in Mediation”** - Maricopa County Bar Association, June 2007  
**“Conflict Resolution in the Workplace”** - City of Goodyear, June 2007  
**“Handling Employee Grievances: Consider All the Angles”** - North Las Vegas Human Resource Association Annual Conference, May 2007  
**“Employees’ Privacy Rights”** - AzSHRM Annual Conference, February 2007  
**“Emotional Stages in Resolving Workplace Conflict Through Mediation”** - Arizona Employers’ Council, November 2006  
**“Culture Based Behaviors: Clash Avoidance”** - AzSHRM State Conference, September 2006  
**“How to Market a Mediation Practice”** - Association for Conflict Resolution, September 2006  
**“Building Effective Workplace Communication”** - Safari International, September 2006  
**“Appearing Before, Choosing, and Becoming a Mediator”** - State Bar Convention, June 2006  
**“Avoiding Workplace Liability”** - Hacienda Builders April 2006  
**“Etiquette and Protocol in Mediation”** - National Structured Settlement Trade Assn, January 2006  
**“Handling Employee Grievances and Complaints”** - IPMA Spring Conference, April 2006  
**“Harassment and Discrimination”** - City of Peoria, October 2005  
**“Comparisons of Workplace, Family and Probate Mediation”** - AZ ACR, September 2005  
**“An Inside View of the EEOC’s Mediation Program”** - AzSHRM Conference, February 2005  
**“Distinctions Between Mediations”** - ACR, September 2005  
**“Starting Your Own Law-Related Business”** - Women Mentoring Women, January and May 2005  
**“Sexual Harassment and Discrimination”** - First National Bank of Arizona, April 2005  
**“Affirmative Action”** - First National Bank of Arizona, April 2005  
**“Harassment and Discrimination”** - Matador, August 2005-2007  
**“Business Ethics: Harassment, Discrimination and Related Topics”** - MTI Inc, 2004  
**“Conflict Management 101”** IPMA-HR, October 2004  
**“On Leadership...A Seminar to Develop Your Leadership Skills”**- Arizona Water Company, 2004  
**“Mediation of Employment Disputes”** - State Bar of Arizona Convention, June 2003  
**“Factors to Consider in Valuing Your Case for Mediation”** - State Bar Labor and Employment Section, Spring 2003  
**“Improving Customer Service”** - Arizona Water Company, 2002  
**“Mediation and Other Forms of ADR”** - AzSHRM Conference, 2002  
**“Proactively Managing Workplace Disputes”** - AzSHRM State Conference, September 2002  
**“Conflict Resolution Process”** - AZCOP, October, 2001  
**“Avoiding Employment Liability: Best Practices”** - EPLI, 2001  
**“Conflict Resolution Fundamentals”** - City of Mesa, 2001

**REFERENCES:** Testimonial references located at [www.insightmediation.com](http://www.insightmediation.com)

8/8/17



**GABRIEL &  
ASHWORTH, P.L.L.C.**

*Attorneys At Law*

**Stacy Gabriel**

v: 480.368.2790

e. stacy@gabrielashworth.com

**PROFESSIONAL  
EXPERIENCE:**

**GABRIEL & ASHWORTH, P.L.L.C., Scottsdale, AZ      2001-Present**

- Founding partner in law practice focused primarily on counseling employers on personnel matters and defending against employment-related claims.
- Represent individuals in negotiating employment, restrictive covenant, and severance agreements and, on a select basis, pursuing employment related claims.
- Conduct independent personnel investigations.
- Serve as independent personnel hearing officer for public employers and Indian tribes.
- Provide employment law training.
- Conduct FLSA, FMLA and other compliance audits.

**SNELL & WILMER, LP, Phoenix, AZ      1993-2001**

- Advised employers concerning all aspects of personnel matters.
- Represented employers in federal and state court and before the EEOC and the Arizona Civil Rights Division.
- Assisted employers and individuals in obtaining non-immigrant work visas and permanent resident status.
- Provided training to managers and human resources personnel regarding employment and immigration issues.
- Spoke publicly on a myriad of employment topics.

**EDUCATION:**

**NEW YORK UNIVERSITY SCHOOL OF LAW, NY, NY      May 1993**

**EMORY UNIVERSITY, Atlanta, GA      May 1990**

- B.A. in International Studies and Spanish
- Phi Beta Kappa (Inducted Junior year)

**APPOINTMENTS/RECOGNITION:**

- Personnel Hearing Officer for the Maricopa County Judicial Merit System Commission, City of Phoenix Employment Relations Board, and Colorado River Indian Tribes ("CRIT")
- Arizona Center for Law in the Public Interest, Board President
- Recognized as one of the top Employment & Labor law attorneys in the Southwest by *Southwest Super Lawyers* (2010-present)



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Phoenix, AZ 85012  
(602) 285-5047 (Direct Line)  
[fbisman@dickinsonwright.com](mailto:fbisman@dickinsonwright.com)

## **PROFESSIONAL EXPERIENCE**

### **Member, Dickinson Wright/Mariscal Weeks**

January 1, 2013 - present

### **Shareholder, Mariscal, Weeks, McIntyre & Friedlander, P.A., Phoenix, Arizona**

September 1999 – December 31, 2012

Serves as principal attorney for the Town of Queen Creek, as General Counsel for the Maricopa Association of Governments (MAG) and the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA), and as counsel for the City of Peoria Personnel Board. With other members of the Firm serves as Town Attorney for the Town of Cave Creek, Arizona, and provides legal services on a project basis to municipalities with in-house legal departments on a variety of matters, including employment matters, land use, elections, open meetings and public records. Represents individual and corporate clients in their dealings with local governments on real estate and land use matters. Lectures on topics including the Arizona Open Meeting Law, Conflicts of Interest and Public Records Law.

### **City of Scottsdale, Arizona**

December, 1984 – August 1999

*City Attorney, 1994 – 1999:* Provided legal advice and support on a daily basis to Mayor, City Council and City Manager; head of legal department with 60 employees, including civil and criminal divisions; responsible for annual budget of approximately \$3,000,000.00; instituted Victims Assistance Program.

*Deputy City Attorney, 1990 -1994:* Responsible for day to day management of legal department; participated in hiring of professional and administrative staff; attended City Council meetings in the absence of the City Attorney; advised Community Development Department, City Clerk, Human Resources, and Purchasing Department; represented City before the Personnel Board.

*Assistant City Attorney, 1984 – 1990:* Served as principal attorney to Community Development Department, and as counsel to Planning Commission and Board of Adjustment; Represented City as plaintiff and defendant in land use litigation

### **Associate, Ginsburg, Rosenberg, Ginsburg, Cathcart, Curry and Gordon**

Associate attorney in mid-sized law firm located in Lincoln, Nebraska. Clients included city-owned electric utility and hospital, as well as banking and lending institutions.

## **BAR ADMISSIONS**

Admitted to practice before the Supreme Court of Arizona; United States District Court for the District of Arizona; United States Supreme Court and Supreme Court of Nebraska (inactive).

## **PROFESSIONAL ASSOCIATIONS AND RECOGNITIONS**

Selected by Best Lawyers in America as Phoenix "Municipal Law" Lawyer of the Year (2015)

Listed in Best Lawyers in America – Municipal Law (2011-2015)

Recipient Maricopa County Bar Association/State Bar of Arizona Quality of Life Award for Small/Medium Public Law Office (1998)

Member, Maricopa County Bar Association, Arizona City Attorneys Association, Arizona International Municipal Lawyers Association

## **PROFESSIONAL PRESENTATIONS**

Frequent lecturer on the Arizona Open Meeting Law, Public Records Law, and Conflicts of Interest.

## **EDUCATION**

J. D., University of Nebraska College of Law  
Bachelor of Science, Columbia University  
ASU Public Executives Seminar, 1994

PHOENIX 99998-1669 85053v1

## **D. SAMUEL COFFMAN**

Sam Coffman is a partner in the law firm of Dickinson Wright. He joined the firm of Mariscal, Weeks, McIntyre & Friedlander, P.A. in 1987 and remained with the firm through the time of its combination with Dickinson Wright in January 2013, at which time he became a partner in Dickinson Wright. Mr. Coffman practices in the areas of labor and employment, tribal law, and general commercial litigation.

Mr. Coffman's employment practice includes:

- Providing consultation to employers in all aspects of employment, including management practices, labor practices, hiring, discipline, terminations, terms of employment, the review and drafting of employment policies, manuals and employee contracts, including restrictive covenants.
- Defending charges of discrimination before the Equal Employment Opportunity Commission and the Arizona Civil Rights Division.
- Defending charges for unfair labor practices under the National Labor Relations Act.
- Conducting in house training of management personnel in all aspects of employment law, including labor practices, hiring, discipline, and civil rights protections.
- Handling employment related litigation, including Title VII claims, breach of contract of employment, wrongful discharge, fraud, defamation and other employment-related torts, and restrictive covenants.
- Conducting investigations as to alleged wrongful conduct in the workplace.

Mr. Coffman's has engaged in representing Indian tribes, tribal casinos, and other tribal enterprises since 1999. In such role, Mr. Coffman has appeared in tribal courts, and has provided employment and labor advice to his tribal clients on a regular basis.

Mr. Coffman received his undergraduate education at Grand Canyon University in Phoenix, Arizona. He earned a Bachelor of Arts Degree in History with honors in 1980. Mr. Coffman earned his Juris Doctor degree with distinction from the University of Arizona College of Law in 1987. In 1986-87 he served as an editor of the Arizona Law Review.

Mr. Coffman is admitted to practice before the state and federal courts in Arizona and the Ninth Circuit Court of Appeals. He is a member of the Maricopa County Bar Association, State Bar of Arizona and the American Bar Association.

Mr. Coffman is also a member of the employment sections of the Arizona State Bar and the America Bar Association.

Mr. Coffman has a Martindale-Hubbell AV(R) Preeminent(TM) Peer Review Rating. He has been listed in "Best Lawyers in America" since 2013. In 2014 Mr. Coffman was inducted into the Grand Canyon University Hall of Fame.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 6C.

Date Prepared: 11/2/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Chris M. Jacques, AICP, Planning Director  
**SUBJECT:** Annexation, 71st Avenue and Thunderbird Road

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**Purpose:**

This is a request for the City Council to adopt an Ordinance approving the annexation of approximately 11.82 acres of privately-owned property located at the northwest corner of 71st Avenue and Thunderbird Road.

**Background/Summary:**

The City of Peoria initiated a request on behalf of the property owners, Mark Schreiber, John Reiter, Paula Reiter, and Neva Reiter Revocable Living Trust, for annexation of approximately 11.82 acres of privately owned property, located at the northwest corner of 71st Avenue and Thunderbird Road. The subject property is more specifically depicted in the legal description and map attached to this report. The property is contiguous to the City's jurisdictional boundaries, lies within the City's Planning Area (General Plan) and is in conformance with the adopted annexation policy.

**Previous Actions:**

The initial public hearing was held by the City Council on October 17, 2017. Pursuant to A.R.S. §9-471, no action was taken. There were no speakers or council discussion on the item.

**Options:**

**A:** Adopt the Annexation Ordinance as presented; or

**B:** Do not adopt the Annexation Ordinance and allow the property to remain within an unincorporated County island.

**Staff Recommendation:**

Discussion and possible action to adopt **ORD. 2017-45** approving the annexation of approximately 11.82 acres of privately-owned property located at the northwest corner of 71st

Avenue and Thunderbird Road (ANX17-03).

**Fiscal Analysis:**

This request will not generate any direct budgetary impacts. However, should the Council elect to annex the property; the City would assume operational costs associated with the provision and maintenance of services for public safety, transportation, recreation and general governance. The subject property is located in the City's water and wastewater service area.

**Narrative:**

The property is partially developed, consisting of some dwellings and accessory structures. The remainder of the property is vacant.

On May 10, 2017, the Maricopa County Board of Supervisors approved the rezoning of the 11.82 acres to a Residential Unit Plan of Development (RUPD), which allows for residential developments with varying development standards. The RUPD for the subject property allows for a single-family residential development with development standards similar to the City's R1-10 (single-family residential) zoning district. The approved RUPD in the County allows for up to thirty (30) single-family residential units with a minimum lot size of 10,000 square feet.

Should the City Council take action to annex the subject area, State Statute requires that the City assign "initial zoning" within six (6) months of the effective date. Additionally, the initial corresponding zoning cannot permit densities and uses more intense than that permitted by the County prior to annexation. The City's Planned Area Development (PAD) zoning would be the most analogous district to the RUPD entitlement approved in the County. The initial zoning would follow as a separate action.

**ATTACHMENTS:**

Exhibit 1 - Legal Description

Exhibit 2 - Location Map

Exhibit 3 - Signed Petitions

Exhibit 4 - Draft Ordinance

**Contact Name and Number:**

Jennifer Fostino, Planner, (623) 773-7565

## Exhibit 1

### Legal Description of Parcels 200-68-003A, 200-68-064, 200-68-065:

A parcel of land being situated within the Southwest quarter of Section 12, Township 3 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**BEGINNING** at a found 3 inch City of Peoria brass cap in hand hole accepted as the South quarter corner of said Section 12 from which a found 3 inch City of Peoria brass cap in hand hole accepted as the Southwest corner thereof bears North 89°27'19" West, 2657.83 feet;

Thence North 89°27'19" West, 16.50 feet along the south line of said Southwest quarter;

Thence leaving said south line, North 01°51'29" East, 65.01 feet along a line that is parallel with and 16.50 feet west of the east line of said Southwest quarter, also being the east line of the property as described in the Warranty Deed as recorded in Document No. 1994-0432085, Maricopa County Records, Arizona;

Thence leaving said east line, South 46°12'05" West, 35.76 feet along the northwesterly line of said Warranty Deed;

Thence North 89°27'19" West, 622.97 feet along a line that is parallel with and 40.00 feet north of the south line of said Southwest quarter;

Thence leaving last said parallel line, North 01°50'22" East, 777.77 feet along the west line of the East half of the Southeast quarter of said Southwest quarter;

Thence leaving said west line, South 89°24'21" East, 127.51 feet;

Thence North 48°22'33" East, 6.43 feet;

Thence South 89°24'10" East, 532.53 feet along the south line of the Amended Final Plat for Redfield Estates, as recorded in Book 328, Page 40, Maricopa County Records, Arizona;

Thence leaving said south line, South 01°51'29" West, 821.51 feet along the east line of said Southwest quarter to the **POINT OF BEGINNING**;

**EXCEPT** therefrom the north 10.00 feet of the south 65.00 feet of the Southwest quarter of said section 12.

Said portion of land containing 512,806 sq.ft., or 11.7724 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC  
2141 E. Highland Avenue, Suite 250  
Phoenix, AZ 85016  
Project No. 1726  
Date: August 2017





L7  
L6

SOUTH LINE OF AMENDED  
FINAL PLAT FOR REDFIELD  
ESTATES L8

APN 200-68-003A

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | N89°27'19"W | 16.50'  |
| L2         | N01°51'29"E | 65.01'  |
| L3         | S46°12'05"W | 35.76'  |
| L4         | N89°27'19"W | 622.97' |
| L5         | N01°50'22"E | 777.77' |
| L6         | S89°24'21"E | 127.51' |
| L7         | N48°22'33"E | 6.43'   |
| L8         | S89°24'10"E | 532.53' |
| L9         | S01°51'29"W | 821.51' |

APN 200-68-064



L9  
71ST AVENUE

40.00'  
65.00'  
10.00'

EXCEPTION  
APN 200-68-0063

APN 200-68-065

L4

N89°27'19"W 2657.83'

**THUNDERBIRD ROAD**

L2  
L3

L1

P.O.B.

SOUTHWEST CORNER OF  
SECTION 12, T3N, R1E,  
FOUND CITY OF PEORIA  
BRASS CAP IN HAND  
HOLE

SOUTH QUARTER  
CORNER OF SECTION  
12, T3N, R1E, FOUND  
CITY OF PEORIA BRASS  
CAP IN HAND HOLE

PROJ.NO.: 1726

DATE: SEP 2017

SCALE: NTS

DRAWN BY: KM

CHECKED BY: KJP

**71ST AVENUE & THUNDERBIRD ROAD  
ANNEXATION**

**EXHIBIT**

**HILGARTWILSON**  
2141 E. HIGHLAND AVE., STE. 250  
PHOENIX, AZ 85016  
P: 602.490.0535 / F: 602.368.2436



## Vicinity Map



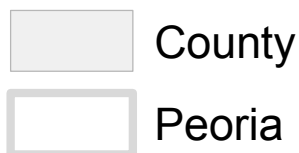
### ANX17-03 71st & Thunderbird Initial Zoning

Applicant: HilgartWilson LLC

Request: The applicant is requesting to annex approximately 11.81 acres.

Location: Northwest corner of 71st Avenue and Thunderbird Road.

#### Jurisdiction



#### Exhibit 2



Not to Scale



## BEFORE THE PEORIA CITY COUNCIL

PETITION FOR ANNEXATIONANX 17-03

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

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

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

See Exhibit "A" and Exhibit "B"

PARCEL NUMBER: 200-68-003A*(Please provide us with your parcel number, it is the same number as the Tax Parcel ID)*MAILING ADDRESS: [REDACTED]Phoenix, AZ 85024PHONE NUMBER: 602 [REDACTED]Brian Mings  
YOUR NAME (PLEASE PRINT)[REDACTED]  
YOUR SIGNATURE

YOUR NAME (PLEASE PRINT)

YOUR SIGNATURE

10/23/17  
DATE

BEFORE THE PEORIA CITY COUNCIL

PETITION FOR ANNEXATION

ANX 17-03

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

We the undersigned are the owner(s) of one-half (1/2) or more in value of the real and personal property and more than one-half (1/2) of the person(s) owning real and personal property that would be subject to taxation by the City of Peoria in the event of annexation within the territory proposed to be annexed. The exterior boundaries of the territory to be annexed, being contiguous to the corporate limits of the City of Peoria, are identified in the legal description and map attached hereto and marked as Exhibit "A" and Exhibit "B" and made a part hereof. We, the undersigned, request that the City of Peoria annex the following described territory, provided that the requirements of ARS Section 9-471, Arizona Revised Statutes, and amendments thereto, are fully observed.

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

See Exhibit "A" and Exhibit "B"

PARCEL NUMBER: # 200-68-064, # 200-68-065

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

MAILING ADDRESS:

Peoria, Az, 85381

PHONE NUMBER:

623-

Paula K. Reiter  
YOUR NAME (PLEASE PRINT)

[Signature]  
YOUR SIGNATURE

John J Reiter  
YOUR NAME (PLEASE PRINT)

[Signature]  
YOUR SIGNATURE

DATE

10-21-17

**71<sup>ST</sup> AVENUE & THUNDERBIRD ROAD  
ANNEXATION  
LEGAL DESCRIPTION**

A parcel of land being situated within the Southwest quarter of Section 12, Township 3 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**BEGINNING** at a found 3 inch City of Peoria brass cap in hand hole accepted as the South quarter corner of said Section 12 from which a found 3 inch City of Peoria brass cap in hand hole accepted as the Southwest corner thereof bears North 89°27'19" West, 2657.83 feet;

Thence North 89°27'19" West, 16.50 feet along the south line of said Southwest quarter;

Thence leaving said south line, North 01°51'29" East, 65.01 feet along a line that is parallel with and 16.50 feet west of the east line of said Southwest quarter, also being the east line of the property as described in the Warranty Deed as recorded in Document No. 1994-0432085, Maricopa County Records, Arizona;

Thence leaving said east line, South 46°12'05" West, 35.76 feet along the northwesterly line of said Warranty Deed;

Thence North 89°27'19" West, 622.97 feet along a line that is parallel with and 40.00 feet north of the south line of said Southwest quarter;

Thence leaving last said parallel line, North 01°50'22" East, 777.77 feet along the west line of the East half of the Southeast quarter of said Southwest quarter;

Thence leaving said west line, South 89°24'21" East, 127.51 feet;

Thence North 48°22'33" East, 6.43 feet;

Thence South 89°24'10" East, 532.53 feet along the south line of the Amended Final Plat for Redfield Estates, as recorded in Book 328, Page 40, Maricopa County Records, Arizona;

Thence leaving said south line, South 01°51'29" West, 821.51 feet along the east line of said Southwest quarter to the **POINT OF BEGINNING**;

**EXCEPT** therefrom the north 10.00 feet of the south 65.00 feet of the Southwest quarter of said section 12.

Said portion of land containing 512,806 sq.ft., or 11.7724 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC  
2141 E. Highland Avenue, Suite 250  
Phoenix, AZ 85016  
Project No. 1726  
Date: August 2017



L7  
L6

SOUTH LINE OF AMENDED  
FINAL PLAT FOR REDFIELD  
ESTATES L8

APN 200-68-003A

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | N89°27'19"W | 16.50'  |
| L2         | N01°51'29"E | 65.01'  |
| L3         | S46°12'05"W | 35.76'  |
| L4         | N89°27'19"W | 622.97' |
| L5         | N01°50'22"E | 777.77' |
| L6         | S89°24'21"E | 127.51' |
| L7         | N48°22'33"E | 6.43'   |
| L8         | S89°24'10"E | 532.53' |
| L9         | S01°51'29"W | 821.51' |

APN 200-68-064



L9  
71ST AVENUE

40.00'  
65.00'  
10.00'

EXCEPTION  
APN 200-68-0063

APN 200-68-065

L4

N89°27'19"W 2657.83'

**THUNDERBIRD ROAD**

L2  
L3

L1

P.O.B.

SOUTHWEST CORNER OF  
SECTION 12, T3N, R1E,  
FOUND CITY OF PEORIA  
BRASS CAP IN HAND  
HOLE

SOUTH QUARTER  
CORNER OF SECTION  
12, T3N, R1E, FOUND  
CITY OF PEORIA BRASS  
CAP IN HAND HOLE

PROJ.NO.: 1726

DATE: SEP 2017

SCALE: NTS

DRAWN BY: KM

CHECKED BY: KJP

**71ST AVENUE & THUNDERBIRD ROAD  
ANNEXATION**

**HILGARTWILSON**  
2141 E. HIGHLAND AVE., STE. 250  
PHOENIX, AZ 85016  
P: 602.490.0535 / F: 602.368.2436

**EXHIBIT 4**

**Annexation Ordinance**



ORDINANCE NO. 2017-45

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PEORIA OF MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF PEORIA, AND PROVIDING FOR SEVERABILITY.

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

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

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

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

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

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

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Peoria, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the county recorder;

and

WHEREAS, the City of Peoria may elect to provide regular fire department services to a newly annexed area under A.R.S. § 48.813(A).

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

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

See EXHIBIT "A" to this Ordinance

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

SECTION 3. Pursuant to A.R.S. § 48.813(A), the property described in Exhibit A is hereby placed under the City's fire, emergency medical, and police protection generally provided to other residents within the city. The services shall take effect on the date on which this annexation becomes final as set forth in Section 5 below, without further action by the City Council.

SECTION 4. That a copy of this ordinance, together with an accurate map of the territory hereby annexed to the City of Peoria, certified by the Mayor of said city and attached as EXHIBIT "A, Page 2" to this Ordinance, be forthwith filed and recorded in the office of the County Recorder of Maricopa County, Arizona.

SECTION 5. This ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 28th day of November, 2017.

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen J. Burg, City Attorney

Published in: Peoria Times

Publication Dates:

Effective Date: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description of Parcels 201-68-003A, 200-68-064, & 200-68-065:

A parcel of land being situated within the Southwest quarter of Section 12, Township 3 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**BEGINNING** at a found 3 inch City of Peoria brass cap in hand hole accepted as the South quarter corner of said Section 12 from which a found 3 inch City of Peoria brass cap in hand hole accepted as the Southwest corner thereof bears North 89°27'19" West, 2657.83 feet;

Thence North 89°27'19" West, 16.50 feet along the south line of said Southwest quarter;

Thence leaving said south line, North 01°51'29" East, 65.01 feet along a line that is parallel with and 16.50 feet west of the east line of said Southwest quarter, also being the east line of the property as described in the Warranty Deed as recorded in Document No. 1994-0432085, Maricopa County Records, Arizona;

Thence leaving said east line, South 46°12'05" West, 35.76 feet along the northwesterly line of said Warranty Deed;

Thence North 89°27'19" West, 622.97 feet along a line that is parallel with and 40.00 feet north of the south line of said Southwest quarter;

Thence leaving last said parallel line, North 01°50'22" East, 777.77 feet along the west line of the East half of the Southeast quarter of said Southwest quarter;

Thence leaving said west line, South 89°24'21" East, 127.51 feet;

Thence North 48°22'33" East, 6.43 feet;

Thence South 89°24'10" East, 532.53 feet along the south line of the Amended Final Plat for Redfield Estates, as recorded in Book 328, Page 40, Maricopa County Records, Arizona;

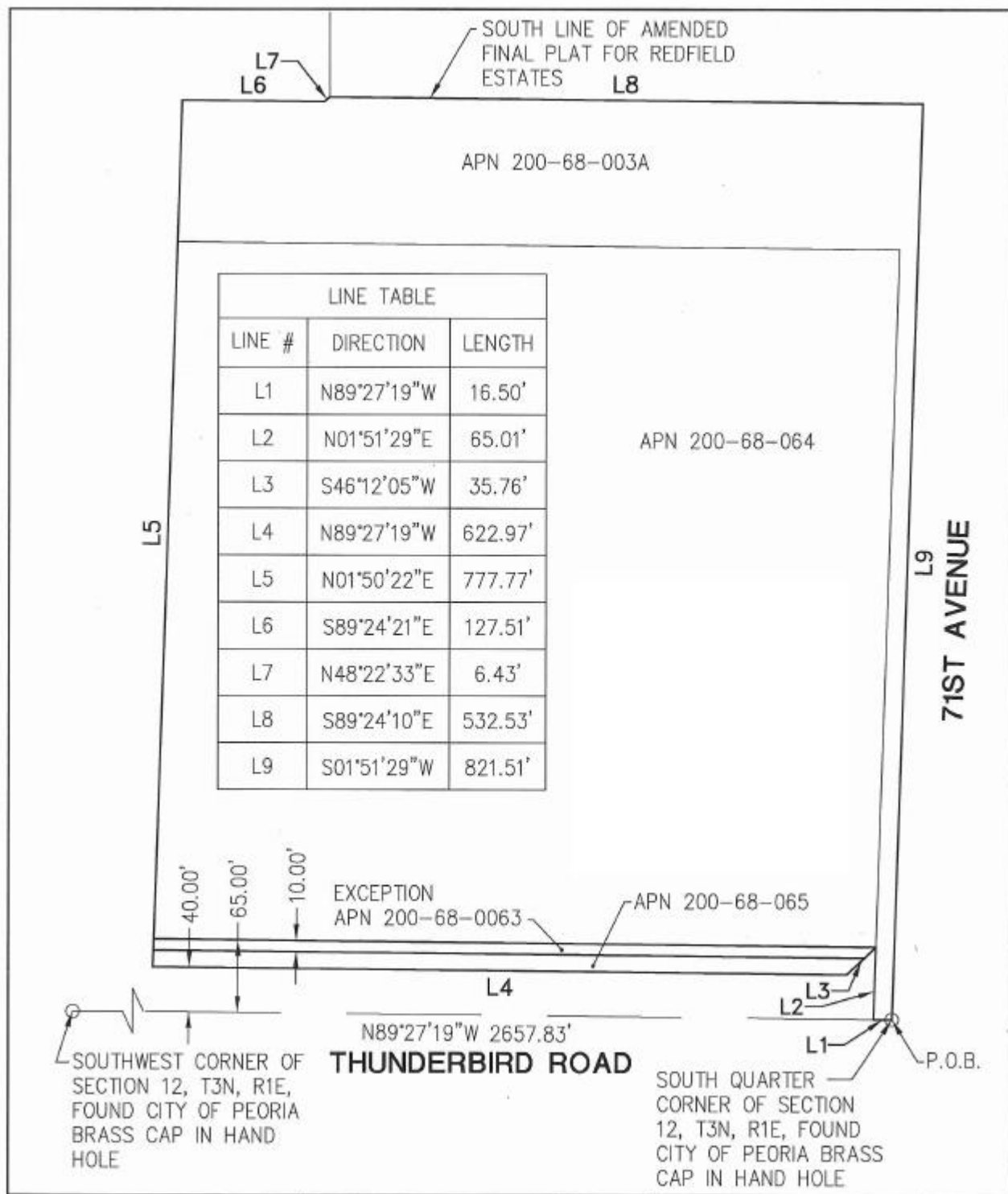
Thence leaving said south line, South 01°51'29" West, 821.51 feet along the east line of said Southwest quarter to the **POINT OF BEGINNING**;

**EXCEPT** therefrom the north 10.00 feet of the south 65.00 feet of the Southwest quarter of said section 12.

Said portion of land containing 512,806 sq.ft., or 11.7724 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

EXHIBIT A, Page 2 – MAP



CERTIFICATION OF MAP

SEE ATTACHED EXHIBIT "A", Page 2

I, Cathy Carlat, Mayor of the City of Peoria, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under any by virtue of the petition of the real and personal property owners in the said territory, and by Ordinance No. 2017-45, annexing the territory described in Ordinance No. 2017-45, and as shown on said map as a part of the territory to be included within the corporate limits of the City of Peoria, Arizona.

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Cathy Carlat, Mayor

ATTEST:

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Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 7C.

Date Prepared: 11/13/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Chris M. Jacques, AICP, Planning Director  
**SUBJECT:** Annexation, Harvest Church, 83rd Avenue and Northern Avenue

---

**Purpose:**

This is a request for the City Council to adopt an Ordinance approving the annexation of approximately 10.49 acres of privately owned property located west of the northwest corner of 83rd Avenue and Northern Avenue.

**Background/Summary:**

The City of Peoria initiated a request on behalf of the property owner, Harvest Church, for annexation of 10.49 acres of privately owned property, located west of the northwest corner of 83rd Avenue and Northern Avenue, at 8340 W. Northern Avenue.

The property is within an unincorporated Maricopa County "island" and is within Peoria's Municipal Planning Area (MPA). Northern Avenue demarcates the Glendale and Peoria MPA's. Harvest Church was established in the late 1990's and saw significant growth in the 2000's. The church also owns approximately 5 1/2 acres to the east of the present site within the City of Peoria. In their narrative, the Church desires to annex into the City of Peoria for access to water/sewer and public safety services to support future expansion efforts.

The subject property is more specifically depicted in the legal description and map attached to this report. The property is contiguous to the City's jurisdictional boundaries, lies within the City's Planning Area (General Plan) and is in conformance with the adopted annexation policy.

**Previous Actions:**

The initial public hearing was held by the City Council on November 7, 2017. Pursuant to A.R.S. §9-471, no action was taken. There were no speakers or council discussion on the item.



**Options:**

**A:** Adopt the Annexation Ordinance as presented; or

**B:** Do not adopt the Annexation Ordinance and allow the property to remain within an unincorporated County island.

**Staff Recommendation:**

Discussion and possible action to adopt **ORD. 2017-46** approving the annexation of approximately 10.49 acres located west of the northwest corner of 83rd Avenue and Northern Avenue (ANX17-04).

**Fiscal Analysis:**

This request will not generate any direct budgetary impacts. However, should the Council elect to annex the property, the City would assume operational costs associated with the provision and maintenance of services for public safety, water, wastewater, transportation, recreation, and general governance.

**Narrative:**

Harvest Church is an existing religious worship facility campus. The property is currently zoned Rural 43 (RU-43) in the County which retains a suburban/rural, one-acre lot minimum character. The Peoria General Plan Land Use designation is Low Density Residential (2-5 units/acre).

If annexed, State Statute requires the municipality to confer 'initial zoning' on the property within six (6) months of the effective date of annexation. Additionally, the initial zoning can be no more intense than the County zoning. In anticipation, the City is separately processing equivalent zoning under this Statute, of Peoria Suburban Ranch District (SR-43) to replace the County Rural-43 zoning. Places of worship are permitted in the SR-43 zoning district.

**ATTACHMENTS:**

Exhibit 1 - Legal Description

Exhibit 2 - Vicinity Map

Exhibit 3 - Signed Petition

Exhibit 4 - Draft Ordinance

**Contact Name and Number:**

Randy Proch, (623) 773-5164

Harvest Church  
8340 W. Northern Avenue, Glendale, AZ 85305

All that real property located in City of Glendale, County of Maricopa, State of Arizona, legally described as follows:

That portion of the Southeast quarter of the Southeast quarter of Section 34, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southwest corner of the said Southeast quarter of the Southeast quarter of Section 34;

Thence South 89 degrees 05 minutes 00 seconds East along the South line of said Section 34, a distance of 813.38 feet;

Thence North 01 degrees 39 minutes 59 seconds East, a distance of 539.24 feet;

Thence North 17 degrees 03 minutes 54 seconds East, a distance of 148.52 feet;

Thence North 33 degrees 53 minutes 00 seconds West, a distance of 283.99 feet to a point in the Northwesterly line of that certain parcel of land described in Docket 159, page 288, records of Maricopa County, Arizona;

Thence South 46 degrees 39 minutes 00 seconds West along said Northwesterly line to a point in the West line of the Southeast quarter of the Southeast quarter of said Section 34;

Thence South 00 degrees 14 minutes 00 seconds East along said West line, a distance of 254.50 feet to the POINT OF BEGINNING.

EXCEPT the South 40 feet thereof;

and EXCEPT that portion conveyed to Maricopa County in deed recorded February 11, 2000 in Document No. 00-0104087 and more particularly described as follows:

A parcel of land lying in the Southeast quarter of the Southeast quarter of Section 34, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being a portion of that certain parcel described in Document No. 96-0173120, records of Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 34;

Thence North 89 degrees 37 minutes 12 seconds East along the South line of said Section 34, a distance of 1,295.91 feet to the Southwest corner of said Southeast quarter of the Southeast quarter;

Thence North 00 degrees 17 minutes 30 seconds East along the West line of said Southeast quarter of the Southeast quarter, a distance of 40.00 feet to a point on the North line of the South 40.00 feet of said Section 34 and the POINT OF BEGINNING;

Thence North 00 degrees 17 minutes 30 seconds East along said West line, a distance of 52.00 feet;

Thence North 89 degrees 37 minutes 12 seconds East, a distance of 24.00 feet;

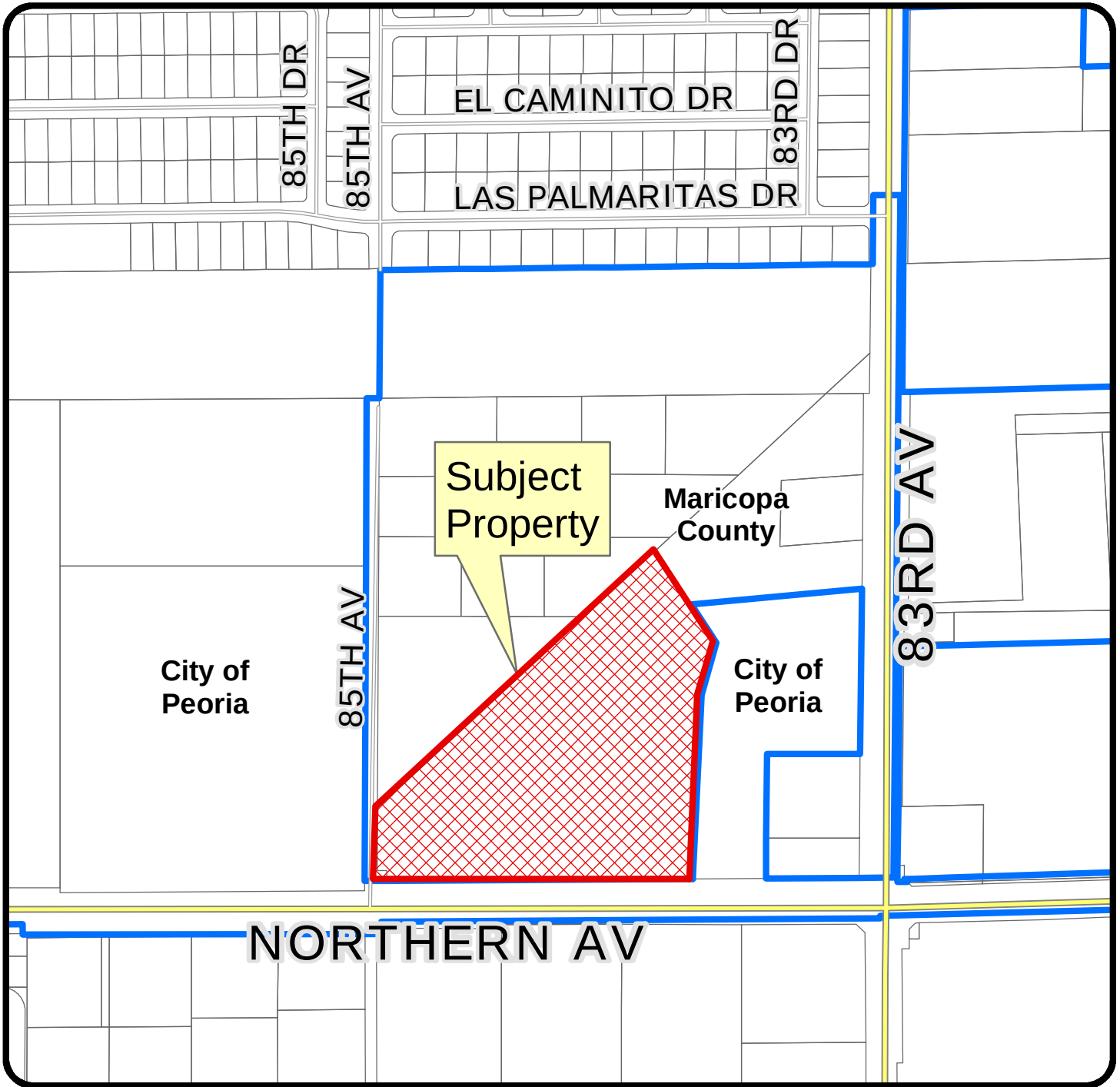
Thence South 00 degrees 17 minutes 30 seconds West, a distance of 47.00 feet to a point on the North line of the South 45.00 feet of Section 34;

Thence North 89 degrees 37 minutes 12 seconds East, a distance of 789 .44 feet;

Thence South 00 degrees 22 minutes 11 seconds West, a distance of 5. 00 feet to a point on the North line of the South 40. 00 feet of said Section 34;

Thence South 89 degrees 37 minutes 12 seconds West along said North line, a distance of 813.43 feet to the POINT OF BEGINNING.

## Vicinity Map



### ANX17-04: Harvest Church Annexation

Applicant: Dr. Ron Rockwell

Request: Annex approximately 10.49 acres into the City of Peoria.

Location: 8340 W. Northern Avenue, Glendale, AZ 85305

Not to Scale



Exhibit 2



BEFORE THE PEORIA CITY COUNCIL

PETITION FOR ANNEXATION  
ANX17-04

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

We the undersigned are the owner(s) of one-half (½) or more in value of the real and personal property and more than one-half (½) of the person(s) owning real and personal property that would be subject to taxation by the City of Peoria in the event of annexation within the territory proposed to be annexed. The exterior boundaries of the territory to be annexed, being contiguous to the corporate limits of the City of Peoria, are identified by the APN below, Legal Description and area map attached hereto and marked as Exhibit "1" and made a part hereof. We, the undersigned, request that the City of Peoria annex the following described territory, provided that the requirements of ARS Section 9-471, Arizona Revised Statutes, and amendments thereto, are fully observed.

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

See Exhibit "1"

PARCEL NUMBERS: 142-33-005N

MAILING ADDRESS: 8340 W. Northern Avenue, Glendale, AZ 85305

623 330 1267  
PHONE NUMBER

Bon G. Rockwell  
YOUR NAME (PLEASE PRINT)

  
YOUR SIGNATURE

\_\_\_\_\_  
YOUR NAME (PLEASE PRINT)

\_\_\_\_\_  
YOUR SIGNATURE

11/20/17  
DATE

**EXHIBIT 4**

**Annexation Ordinance**

ORDINANCE NO. 2017-46

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PEORIA OF MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF PEORIA, AND PROVIDING FOR SEVERABILITY.

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

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

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

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

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

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

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Peoria, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of

the county recorder; and

WHEREAS, the City of Peoria may elect to provide regular fire department services to a newly annexed area under A.R.S. § 48.813(A).

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

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

See EXHIBIT "A" to this Ordinance

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

SECTION 3. Pursuant to A.R.S. § 48.813(A), the property described in Exhibit A is hereby placed under the City's fire, emergency medical, and police protection generally provided to other residents within the city. The services shall take effect on the date on which this annexation becomes final as set forth in Section 5 below, without further action by the City Council.

SECTION 4. That a copy of this ordinance, together with an accurate map of the territory hereby annexed to the City of Peoria, certified by the Mayor of said city and attached as EXHIBIT "A, Page 3" to this Ordinance, be forthwith filed and recorded in the office of the County Recorder of Maricopa County, Arizona.

SECTION 5. This ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona,  
this 28th day of November, 2017.

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen J. Burg, City Attorney

Published in: Peoria Times

Publication Dates:

Effective Date: \_\_\_\_\_



## EXHIBIT A

### LEGAL DESCRIPTION

8340 W. Northern Avenue, Glendale, AZ 85305

All that real property located in City of Glendale, County of Maricopa, State of Arizona, legally described as follows:

That portion of the Southeast quarter of the Southeast quarter of Section 34, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southwest corner of the said Southeast quarter of the Southeast quarter of Section 34;

Thence South 89 degrees 05 minutes 00 seconds East along the South line of said Section 34, a distance of 813.38 feet;

Thence North 01 degrees 39 minutes 59 seconds East, a distance of 539.24 feet;

Thence North 17 degrees 03 minutes 54 seconds East, a distance of 148.52 feet;

Thence North 33 degrees 53 minutes 00 seconds West, a distance of 283.99 feet to a point in the Northwesterly line of that certain parcel of land described in Docket 159, page 288, records of Maricopa County, Arizona;

Thence South 46 degrees 39 minutes 00 seconds West along said Northwesterly line to a point in the West line of the Southeast quarter of the Southeast quarter of said Section 34;

Thence South 00 degrees 14 minutes 00 seconds East along said West line, a distance of 254.50 feet to the POINT OF BEGINNING.

EXCEPT the South 40 feet thereof;  
and EXCEPT that portion conveyed to Maricopa County in deed recorded February 11, 2000 in Document No. 00-0104087 and more particularly described as follows:

A parcel of land lying in the Southeast quarter of the Southeast quarter of Section 34, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being a portion of that certain parcel described in Document No. 96-0173120, records of Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 34;

Thence North 89 degrees 37 minutes 12 seconds East along the South line of said Section 34, a distance of 1,295.91 feet to the Southwest corner of said Southeast quarter of the Southeast quarter;

Thence North 00 degrees 17 minutes 30 seconds East along the West line of said Southeast quarter of the Southeast quarter, a distance of 40.00 feet to a point on the North line of the South 40.00 feet of said Section 34 and the POINT OF BEGINNING;

Thence North 00 degrees 17 minutes 30 seconds East along said West line, a distance of 52.00 feet;

Thence North 89 degrees 37 minutes 12 seconds East, a distance of 24.00 feet;

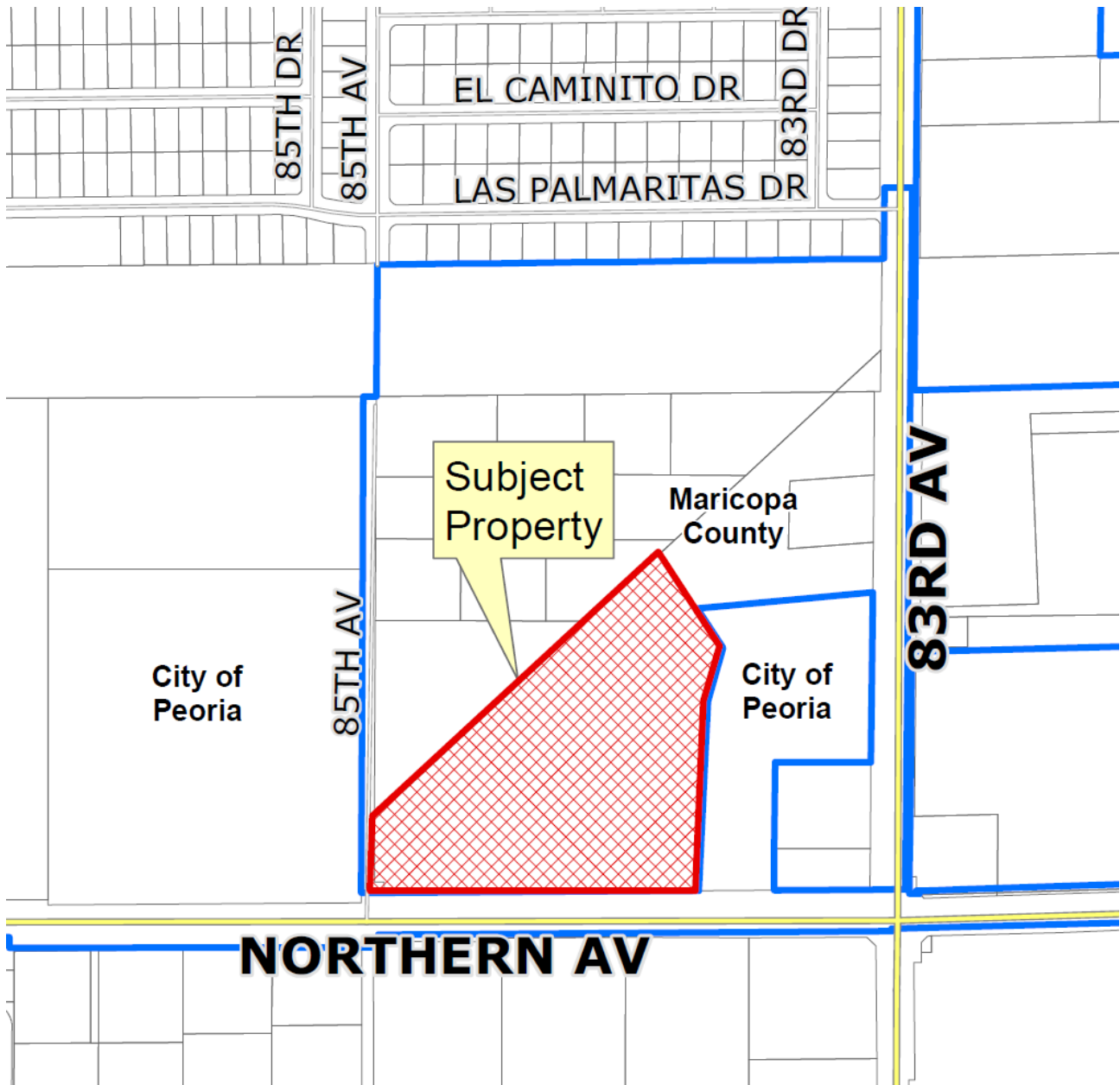
Thence South 00 degrees 17 minutes 30 seconds West, a distance of 47.00 feet to a point on the North line of the South 45.00 feet of Section 34;

Thence North 89 degrees 37 minutes 12 seconds East, a distance of 789 .44 feet;

Thence South 00 degrees 22 minutes 11 seconds West, a distance of 5. 00 feet to a point on the North line of the South 40. 00 feet of said Section 34;

Thence South 89 degrees 37 minutes 12 seconds West along said North line, a distance of 813.43 feet to the POINT OF BEGINNING.

**EXHIBIT A, Page 3 - MAP**



**CERTIFICATION OF MAP**

SEE ATTACHED EXHIBIT "A", Page 3

I, Cathy Carlat, Mayor of the City of Peoria, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under any by virtue of the petition of the real and personal property owners in the said territory, and by Ordinance No. 2017-46, annexing the territory described in Ordinance No. 2017-46, and as shown on said map as a part of the territory to be included within the corporate limits of the City of Peoria, Arizona.

\_\_\_\_\_  
Cathy Carlat, Mayor

ATTEST:

\_\_\_\_\_  
Rhonda Germinsky, City Clerk

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 8C.

Date Prepared: 11/14/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Julie Arendall, Deputy City Manager  
**FROM:** Bobby Ruiz, Fire Chief  
**SUBJECT:** Intergovernmental Agreement, Regional Metropolitan Fire Service, Automatic Aid System

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**Purpose:**

This is a request for City Council to approve an Intergovernmental Agreement with the Regional Metropolitan Phoenix Fire Service Automatic Aid System for emergency response coordination with cities, towns, fire districts and governmental jurisdictions.

**Background/Summary:**

In previous years the City of Peoria has maintained this type of Intergovernmental Agreement, with this current agreement being an updated version.

The Automatic Aid System has been in existence since 1976 to provide the highest levels of services in conjunction with the most effective use of local fire department resources working collaboratively through intergovernmental cooperation between the cities, towns, fire districts and governmental jurisdictions.

It is the desire of the Automatic Aid System participants to join in this agreement to continue to improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions. It is further the determination of each of the parties that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties, including the use of equipment and personnel.

**Previous Actions:**

The City of Peoria first entered into an Intergovernmental Agreement for Automatic Aid in 1984, and has been a member of the Automatic Aid System ever since.

**Options:**

**A:** Approve this Intergovernmental Agreement with the Regional Metropolitan Phoenix Fire Service Automatic Aid System for emergency response coordination with cities, towns, fire districts and governmental jurisdictions.

**B:** Do not approve this Intergovernmental Agreement with the Regional Metropolitan Phoenix Fire Service Automatic Aid System for emergency response coordination with cities, towns, fire districts and governmental jurisdictions.

**Staff Recommendation:**

Discussion and possible action to approve an Intergovernmental Agreement with the Regional Metropolitan Phoenix Fire Service Automatic Aid System for emergency response coordination with cities, towns, fire districts and governmental jurisdictions.

**ATTACHMENTS:**

Automatic Aid Agreement

**Contact Name and Number:**

Bobby Ruiz, (623)773-7380

## **INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL METROPOLITAN PHOENIX FIRE SERVICE AUTOMATIC AID**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as "Participants," or "Parties," and sometimes referred to individually as "Participant" or "Party"), to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this Agreement (the "Automatic Aid System"). The initial Participants are listed in Attachment A to this Agreement, which Attachment shall be amended upon the addition of new members as set forth herein.

### **RECITALS**

**WHEREAS**, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and

**WHEREAS**, the Automatic Aid System has been in existence since 1976 to provide the highest levels of service in conjunction with the most effective use of local fire department/district resources working collaboratively through intergovernmental cooperation; and

**WHEREAS**, the Participants in the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their respective communities; and

**WHEREAS**, the safety of the employees of each Participant is paramount; and

**WHEREAS**, this Agreement shall encourage the development of cooperative procedures and protocols, including, but not limited to, the possibility of joint purchasing, coordination of communications, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance each Participant's ability to fulfill its mission; and

**WHEREAS**, the Participants are committed to demonstrate public equity through reasonable commitment and distribution of resources within their jurisdictions to ensure that no Participant unfairly benefits at the expense of other Participants and that jurisdictional equity and autonomy is maintained; and

**WHEREAS**, it is the desire of the Participants to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

**WHEREAS**, it is further the determination of each of the Participants that the decision to enter into this Agreement constitutes a fundamental governmental policy of the Parties hereto and, by entering this Agreement each Participant has made the determination that the policies and procedures set forth in this Agreement constitute the proper use of the resources available with respect to the provision of governmental services and the utilization of existing resources of each of the Parties hereto, including the use of equipment and personnel; and

**WHEREAS**, it is the desire of the Participants to initiate and/or renew their support for an Automatic Aid System for fire department/district services.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### **ARTICLE 1 - PURPOSE AND AUTHORITY**

- 1.1 Purpose.** All Parties to this Agreement agree that its purpose is to provide a highly efficient, effective and mutually beneficial relationship among multiple regional jurisdictions to provide for the overall public safety of the region through an Automatic Aid System. This Agreement will continue to allow for an automatic response of the closest, most appropriate fire department/district resources.
- 1.2 Authority.** The Parties acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statute, Section 11-952, Arizona Revised Statutes ("A.R.S.")
- 1.3 Effect on Prior Agreements.** The Parties further understand that this Agreement supersedes any previous automatic aid agreements between any of the Parties hereto.

#### **ARTICLE 2-AUTOMATIC AID ELIGIBILITY STANDARDS AND REQUIREMENTS**

To be eligible to participate in the Automatic Aid System, a Participant shall meet the standards and requirements set forth in this Article at all times during the Term of this Agreement. Any Participant failing to meet these eligibility standards and requirements is subject to removal from the Automatic Aid System as prescribed herein.

- 2.1 Allocation of Resources.** It is agreed that the scope of this Agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments/districts in the Automatic Aid System.



- A. **Standard Automatic Dispatch.** The Participants executing this Agreement agree to dispatch their respective assigned fire department/district units on an automatic basis. The Computer Aided Dispatch and Automatic Vehicle Locator system will automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.
- B. **Specialized Unit Dispatch.** Participants agree the assignment of a specialized unit to an incident relies on predefined response levels (as predefined by Volume II Standard Operating Procedure Phoenix Fire Department) to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources that may be made by an incident commander and is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders. Members assigned to a specialized unit will be required to complete all initial training and continuing education requirements of the specialty. The current recognized regional Special Operations training program is the Phoenix Fire Department Special Operations training program. The inclusion of other recognized training programs will be approved by the Life Safety Council.

**2.2 Standard Service Requirements.** Participants in this Agreement agree to the following standard service requirements as the primary response system elements:

- A. **Communications and Dispatch.** All Participants must be part of the Phoenix Fire Regional Dispatch System or the Mesa Fire Regional Dispatch System. All Participants must also be a member of either the Phoenix Regional Wireless Cooperative ("PRWC") or the Topaz Regional Wireless Cooperative ("TRWC"). Departments/Districts that enter the system that are not members of PRWC or TRWC shall have an active plan to become members within one (1) year of entry. For a Participant(s) that does not meet this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response. These Regional Dispatch Systems will use a Computer Aided Dispatch ("CAD") system that automatically selects the closest, most appropriate Participants' unit(s) for dispatch. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system.
- (1) The CAD system will allow the most appropriate emergency response unit closest to an emergency to be dispatched

automatically– regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit. The CAD system utilizes Automatic Vehicle Location (“AVL”) equipment to discern the location of emergency response units and a computerized Geographic Information System (“GIS”) to discern the location of the emergency call. The AVL and GIS systems allow the CAD system to match the closest response unit to the emergency and recommend it for dispatch within the Automatic Aid System boundaries. Each Automatic Aid System Participant shall ensure that its respective emergency response apparatus and vehicles are equipped with AVLs.

- (2) The Regional Dispatch System relies on a consistent and preplanned system of communications. Communications support for Participants includes a comprehensive radio system with multiple tactical radio frequencies. Participants are required to provide for their individual needs to ensure consistent, interoperable and safe communications not only within their jurisdictional areas, but within the entire Automatic Aid System.
- (3) If the Life Safety Council decides at any time that additional communications infrastructure is necessary to meet the operational requirements of the Automatic Aid System, each Participant will be responsible for all costs, authorizations and/or agreements to maintain interoperable communications within its jurisdictional boundaries.

**B. Command Procedures.** All Participants will use standard command procedures. A standardized Incident Management System (“IMS”) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures. The IMS and associated standard operating procedures adopted for use by all Automatic Aid Participants is the Phoenix Fire Department’s Standard Operating Procedures in the Phoenix Volume II Manual (which can be obtained by sending an e-mail to [firechief.pfd@phoenix.gov](mailto:firechief.pfd@phoenix.gov)), or the Mesa Fire and Medical Department Standard Operating Procedures 200 Series available at [fireinfo@mesaaz.gov](mailto:fireinfo@mesaaz.gov).

**C. Incident Management and Minimum Company Standards.** Participants shall use the same set of procedures for Incident Management and Minimum Company Standards according to Volume II, Standard Operating Procedures Phoenix Fire Department (basic evolutions used by the fire service) or the Mesa Fire and Medical Department Standard Operations Procedures 200 Series. It is required that Command Officers that function in an Operational response capacity, attend at least 50% of the Command

Officer training curriculum offered at the Phoenix Fire Department Command Training Center, or as determined by the Central Arizona Life Safety Response System Council. Participants that do not meet this requirement are subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

- D. **Incident Safety Officer.** To ensure safety, all Participants agree that their standard operating procedures and command procedures shall match those adopted by the Life Safety Council. To do this, Participants shall use an Incident Safety Officer System ("ISOS") that will follow NFPA Standard 1521.
- E. **Compatible Equipment.** To ensure compatibility of equipment, Participants shall maintain an inventory of equipment (based on National Fire Protection Association ("NFPA") standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by all applicable NFPA standards).
- F. **Standardized Numbering and Terminology.** Participants shall utilize the Valley-wide apparatus numbering system and standardized terminology for apparatus and fire stations as established and maintained by the Life Safety Council.
- G. **Standardized Response Criteria.** Participants shall use standardized response criteria (*i.e.*, pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and International Organization for Standardization ("ISO") recommendations). The CAD system can tailor the response to specific types of incidents by jurisdiction, or part of a jurisdiction, upon request by the jurisdiction needing the tailored response. This includes the capability to automatically dispatch selected specialty units.
- H. **Staffing Levels.** Full staffing as described in NFPA 1710 on engines and ladders provides the most efficient and effective personnel safety and service delivery to the public. System Participants recognize the importance of service delivery and personnel safety issues. The minimum daily staffing level for all engines and ladders shall be four (4) members which is "full staffing" under NFPA 1710.
  - **Temporary Reduction in Staffing.** Full staffing may be temporarily reduced to three (3) trained personnel for up to a total of 8 hours in any 24-hour shift period. Departments/Districts that enter the system with a staffing level of three (3) members on any engine and/or ladder shall have an active plan to accomplish full staffing within one (1) year of entry. For a Participant(s) that does not meet

this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response.

- **Other Reductions in Staffing; Changes to Deployment Model.** Any Participants that have reached full staffing, that then subsequently reduce staffing below full staffing, or make significant changes to their deployment model, shall be subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

- I. **Minimum Firefighter Training Standards.** To ensure safety, baseline knowledge and a consistent approach to performing tactical operations, all participants agree to require that all emergency response employees receive initial firefighter recruit training through a recognized regional fire training academy or through an alternative method, as approved by the Life Safety Council, which meets the published curriculum. The four-currently recognized regional fire training academies are Phoenix, Mesa, Glendale and Chandler.

- 2.3 **Reciprocity; No Guaranty of Perfect Equity.** Participants agree that automatic aid is reciprocal. While this does not ensure that a Participant's jurisdiction will receive the exact amount of assistance it gives, it does mean that all Participants will provide assistance outside their jurisdictional boundaries and that the level of service delivered, and decisions made within the Automatic Aid System will be mutually beneficial to all Participants in the system and will maintain general equity among all Participants to the greatest degree possible.

- 2.4 **Ownership of Property and Equipment.** Each Participant shall retain ownership of any equipment or property it brings to the performance of this Agreement and shall retain ultimate control of its employees.

- 2.5 **No Reimbursement for Services.** Except as specifically agreed to by the Parties involved in a specific incident, none of the involved Parties shall be reimbursed by any of the others for any costs incurred in responding pursuant to this Agreement. In the event of formally declared disasters, however, Participants may directly apply for reimbursements from County, State and/or Federal agencies as appropriate.

### **ARTICLE 3–LIFE SAFETY COUNCIL; VOTING**

- 3.1 **Life Safety Council.** The Participants shall be jointly responsible for administering this Agreement through the Central Arizona Life Safety Response

System Council (the "Life Safety Council"). The purpose of the Life Safety Council is to ensure the effective and efficient operation of the Automatic Aid System. Each Participant is a member of the Life Safety Council and is expected to participate in scheduled meetings.

A. **Composition.** The Fire Chief from each Participant shall serve as the official representative to the Life Safety Council from that jurisdiction. The Fire Chief may appoint an alternate to attend Life Safety Council meetings.

B. **Responsibilities.** The responsibilities of the Life Safety Council shall be as follows:

- (1) Evaluate requests to participate in this Automatic Aid Agreement from other fire departments/districts that are dispatched by the Phoenix Dispatch Center or Mesa Dispatch Center. Requests for participation will be evaluated to ensure compliance with the Automatic Aid Eligibility Standards and Requirements prescribed herein and to determine impact upon existing Participants.
- (2) Evaluate proposed modifications to a Participant's service delivery model for compliance with the criteria established herein and for impact on other Participants.
- (3) Establish such technical committees or working groups as may be necessary for the efficient and effective operation of the Automatic Aid System.
- (4) Develop, approve or modify such technical documents as may be necessary for the efficient and effective operation of the Automatic Aid System.
- (5) Develop, within the first year of this Agreement, Life Safety Council bylaws establishing Life Safety Council procedure, such as and without limitation, notice of meetings, the taking of meeting minutes, the distribution of minutes, etc.
- (6) Evaluate and consider for adoption national benchmarks as may be appropriate for implementation within the Automatic Aid System.
- (7) Develop, approve or modify alternative response models as appropriate based on the area served by the Participants (i.e. urban, suburban, rural), which may be subsequently implemented by Participants.
- (8) Establish methods for service measurement, provided that:
  - (a) "Time of dispatch" will be measured from the point in time at

which the Dispatch and Deployment Center has notified the station, or the responding unit out of the station, of the call through the station alert system, radio, or Mobile Computer Terminal ("MCT").

(b) "Response time" will be measured from the Time of Dispatch to the time of arrival on-scene.

(9) Vote on all actions that will significantly or materially impact or change the responsibilities of the Life Safety Council and/or the automatic aid eligibility standards and requirements for the Participants', as prescribed in this Agreement, utilizing the voting process set forth below.

**3.2 Voting Process.** For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined (see Attachment B). This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

**3.3 Passage.** In order to pass, all matters to be voted on by the Life Safety Council will require a simple majority vote for Tier 1 voting, and for Tier 2 voting, a majority vote of at least fifty-one (51) percent is required.

#### **ARTICLE 4-SERVICE AREA CHANGES**

**4.1 Service Area Changes.** Certain changes to a Participant's operations within its service area have the potential to negatively affect its neighboring Participants and ultimately negatively affect the Automatic Aid System in its entirety. The occurrence of the following events is subject to review by the Life Safety Council.

**A. Reduction in Service Levels.** If at any time while this Agreement is in effect, an Automatic Aid System Participant desires to, close a fire station and/or increase its geographical/jurisdictional boundaries to include an area more than five (5) square miles, or reduce its level of fire, medical or emergency services provided within its municipal or jurisdictional

boundaries, the Automatic Aid System Participant desiring to initiate the change and prior to initiating the change, will give a minimum of 120 day notice to all Parties for a 30 day review period for any potential impacts to the system. This notice shall include a proposed plan on how the notifying party will maintain the requirements and standards set forth in Article 2 of this Agreement. If after review, it is determined by any Participant that the change will result in a change to the response order of another jurisdiction's primary response units or any other negative impact to any jurisdiction or to the system as a whole, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the proposed newly modified area will remain eligible for automatic aid response or if the proposed newly modified area will then default to a mutual aid response. The Council will utilize the voting process set forth in this Agreement.

## **ARTICLE 5–MUTUAL AID AND OTHER AGREEMENTS**

- 5.1 Mutual Aid Areas.** Calls to response areas outside of the jurisdictional boundaries of the Participants in the Automatic Aid System will be considered mutual aid when such written agreements between relevant parties exist or when a Participant has been defaulted from the Automatic Aid System and deemed a Mutual Aid Member (as set forth in Article 4, Service Area Changes). Requests for and responses to mutual aid will be at the sole discretion of the parties involved. Any response to a mutual aid jurisdiction by a Participant will not bind any other Participant to respond. Under these circumstances, a mutual aid request may require approval by the highest ranking on-duty fire officer of the Participant asked to provide the resources.
- 5.2 Other Agreements.** Nothing in this Agreement shall limit the ability of any or all the Parties from continuing to perform under existing agreements (other than any previous automatic aid agreements between any of the Parties, hereto, which upon execution of this Agreement are superseded), entering into future agreements, or agreeing to participate in more specific contracts for services, mutual assistance or automatic response(s) or prohibit any of the Parties from providing emergency assistance to another jurisdiction that is not a Participant in this Agreement. Such agreements will not be binding on or commit any other Participants to provide automatic aid or mutual aid to the other jurisdiction; such other future agreements also do not extend any rights associated with this Agreement to any other entity that is not a Party.

## **ARTICLE 6–TERM OF THE AGREEMENT**

- 6.1 Term; Renewal.** This Agreement shall be recorded by each Party with the Maricopa County Recorder's Office, shall commence on December 19, 2017, regardless of the date of recordation, and shall continue in force through December 19, 2022, or until terminated by formal act of the Parties. This

Agreement shall automatically renew for successive five-year terms, unless terminated earlier by formal act of the Parties.

- 6.2 Termination.** If an individual Party wishes to terminate its participation in this Agreement, it shall provide all Participants 120 days' formal notice, in writing, of intention to terminate. That terminating party's termination will then be effective on the 121st day after notice has been provided, unless the notice to terminate has been withdrawn.

## **ARTICLE 7—GENERAL TERMS AND CONDITIONS**

- 7.1 No Third-Party Beneficiaries.** No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
- 7.2 Workers' Compensation.** The Parties agree that it is the responsibility of each Party to ensure that its employees are notified in accordance with the provision of Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment thereto, and that all such notices, as required by such laws, shall be posted accordingly. That by signing this Agreement and to ensure compliance with the notice posting requirements, each Party grants consent to all other Parties to inspect that Party's respective premises and work places upon request of any of the other Parties. However, nothing in this Agreement should be construed as imposing a duty to inspect another Party's respective premises and work places, and this agreement does not create a joint or employer/employee relationship between a Party and another Party's employees.
- 7.3 Immigration Requirements.** The Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Life Safety Council under the terms of this Agreement.
- 7.4 No Joint Venture.** No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
- 7.5 Notices.** Any notice to be provided to a Party or Parties to this Agreement shall be satisfied by sending a written letter by U.S. mail, certified, return receipt to the current fire chief of each respective Participant. Notice shall be deemed effective five days after mailing.



**Cancellation for Conflicts of Interest.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

**7.7 No Israel Boycott.** In accordance with ARIZ. REV. STAT. § 35-393.01, by entering into this Agreement, each Participant certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

**IN WITNESS HEREOF**, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

**CITY OF PEORIA, a municipal corporation**

\_\_\_\_\_  
Jeff Tyne, City Manager                      DATE

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Stephen J. Burg, City Attorney

**[SIGNATURES CONTINUE ON FOLLOWING PAGES]**

**[INSERT INDIVIDUAL SIGNATURE PAGES FOR ALL PARTICIPANTS]**

## **ATTACHMENT A**

### **AUTOMATIC AID SYSTEM PARTICIPANTS**

|    | PARTICIPANT             | DATE ENTERED INTO AGREEMENT |
|----|-------------------------|-----------------------------|
| 1  | Phoenix Fire Department |                             |
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## ATTACHMENT B

## VOTING PROCESS and WEIGHTED VOTE PERCENTAGE

For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined. This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

[illegible]

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 9C.

Date Prepared: 10/30/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager

**THROUGH:** Andy Granger, Deputy City Manager

**FROM:** John R. Sefton, Jr., Director

**SUBJECT:** Expenditure Authority, Sports Complex Surcharge Funds, Sports Complex Improvements

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**Purpose:**

This is a request for City Council to (a) authorize expenditures from the Sports Complex Facility Surcharge Fund and Sports Complex Non-General Admission Surcharge for the improvement of complex facilities and; (b) authorize a budget transfer in the amount of \$150,000 to complete improvement projects.

**Background/Summary:**

The construction improvements to the Peoria Sports Complex, as outlined in a renewed lease agreement with the Seattle Mariners and the San Diego Padres, are now complete.

The surcharge accounts are intended as a continual source to provide improvements and enhancements at the Stadium and Sports Complex.

To facilitate the completion of specific projects, funds from the Sports Complex Non-General Admission Surcharge Fund (totaling \$112,000) will be applied to the following (in no particular order):

- Furniture, Fixtures and Equipment: for Stadium newly constructed Pavilion to alleviate ongoing FF&E rental costs.
- Stadium Directional Signage: outfit signage for newly constructed areas, concourse monument signs, and update existing signage to detail newly constructed areas
- Audio System Addition/Enhancements: to outfit the Terrace and Video Board with audio to help support stadium events.
- Accessible Adult Changing Station: to fulfill ADA offerings at the Sports Complex.

To facilitate the completion of these additional projects in coordination and mutual approval from the San Diego Padres and Seattle Mariners per the lease agreements, the Sports Complex Facility Surcharge Fund (totaling \$38,000) will be applied to fund the projects listed below (in no particular order):

- Removal and Replacement of Dugout Flooring: new specialized sports flooring to protect athletes wearing cleats.
- Audio System Addition/Enhancements: to outfit additional speakers to support fans located in the Pavilion during Spring Training games that was omitted in the 2017 project.

The San Diego Padres and Seattle Mariners have agreed to funding the two projects listed above from the Sports Complex Facility Surcharge Fund.

### **Previous Actions:**

Previous actions by City Council regarding the Sports Complex Improvements include the approval of new team lease agreements on May 15, 2012; approval of CIP funded construction contracts for stadium improvements; and approval of the use of surcharge funds for varied projects on October 21, 2014.

### **Options:**

The following options are possible for the City Council to recommend:

**A:** Authorize the expenditures from the Sports Complex Non-General Admission Surcharge Fund and Sports Complex Facility Surcharge Fund and a budget transfer to fund the improvement projects for Sports Complex Improvements.

**B:** Deny the expenditures from the aforementioned accounts and thus deny the additional projects necessary to complete the improvements at the Sports Complex.

### **Staff Recommendation:**

Discussion and possible action to: (a) authorize expenditures from the Sports Complex Facility Surcharge Fund and Sports Complex Non-General Admission Surcharge for the improvement of complex facilities and; (b) authorize a budget transfer in the amount of \$150,000 from the Sports Complex Improvement Reserve Contingency account to the Sports Complex GA Surcharge Building account and the Sports Complex Improvement Reserve Building account to complete improvements projects.

### **Fiscal Analysis:**

To provide expenditure authority for the proposed projects, staff requests a budget amendment transferring \$150,000 from the Sports Complex Improvement Reserve Contingency account (2002-2022-570000) for disbursement in two separate funds. Of the \$150,000 transfer, \$38,000 would be disbursed from the Sports Complex GA Surcharge Building account (2003-2023-540500) and \$112,000 would be disbursed from the Sports Complex Improvement Reserve Building account (2002-2022-540500).

### **Contact Name and Number:**

Chris Calcaterra, (623) 773-8703

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 10C.

Date Prepared: 11/14/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager

**THROUGH:** Andy Granger, Deputy City Manager

**FROM:** Adina Lund, P.E., Development and Engineering Director

**SUBJECT:** Maintenance Improvement District No. 1207, Ironwood Estates, 104th Avenue and Pinnacle Peak Road

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**Purpose:**

This is a request for City Council to approve a Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1207, Ironwood Estates, located at Pinnacle Peak Road and 104th Avenue, as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Maintenance Improvement District;
2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and
3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

**Background/Summary:**

The purpose of the Maintenance Improvement District is for the operations, maintenance, repair and improvements to landscaping adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district. Until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills.

Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1207, Ironwood Estates, located at Pinnacle Peak Road and 104<sup>th</sup> Avenue. In the case in which all of the property owners have presented a petition for formation,

the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2018, the residents will have a line item of \$0.00 on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts until such time the Homeowner's Association fails. In accordance with state statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

### **Previous Actions:**

The Final Plat for Ironwood Estates, was approved by the City on October 3, 2017 and recorded with the County.

### **Options:**

**A:** The Maintenance Improvement District has been approved through the Development and Engineering Department. An option would be to not accept the proposed Maintenance Improvement District. It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District, and any and all fees incurred by the City of Peoria as a result of assuming the maintenance responsibility would be paid using City of Peoria funds.

**B:** The other option would be to formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

### **Staff Recommendation:**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2017-44** intention and ordering the formation of proposed Maintenance Improvement District No. 1207, Ironwood Estates, located at 104th Avenue and Pinnacle Peak Road; and adopt **RES. 2017-45** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

### **Fiscal Analysis:**

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

### **Narrative:**

The acceptance of this Maintenance Improvement District will allow any additional charges associated with the maintenance responsibilities should the Homeowner's Association fail, to be assessed on the property tax bill for the properties located within the District.



**ATTACHMENTS:**

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

**Contact Name and Number:**

Ann DeHerrera, Engineering Technician II, 623-773-7691

**PETITION, WAIVER AND CONSENT TO FORMATION  
OF A MUNICIPAL IMPROVEMENT DISTRICT  
BY THE CITY OF PEORIA**

1207  
MID#

IRONWOOD ESTATES  
Subdivision Name

To: Honorable Mayor and Council  
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Sections 48-574 and 48-575, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 5.04 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
  - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
  - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
  - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
  - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

|                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                   |                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------------------------------------|
| <div>Empire Residential Communities Fund II, LLC</div> <div>Print Property Owner Name</div> <div>Michael E. Woolf</div> <div>Print Name</div> <div>6617 N. Scottsdale Road #101 Scottsdale, AZ 85250</div> <div>Address</div> <div></div> <div>Signature</div> <div></div> | <div>Date:</div> <div>_____</div> | <div>Property (Tax Parcel Numbers)</div> <div>201-15-015</div> |
| <div>Print Property Owner Name</div> <div>Print Name</div> <div>Address</div> <div>Signature</div>                                                                                                                                                                                                                                                                                                                                           | <div>Date:</div> <div>_____</div> | <div>Property (Tax Parcel Numbers)</div> <div>_____</div>      |

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an  
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 2017-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1207, IRONWOOD ESTATES, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the Maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on a certain District; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City of Peoria living within the District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City of Peoria declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City of Peoria living within the District:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA AS FOLLOWS:

**Section 1. Definitions.**

In this Resolution, the following terms shall have the following meanings:

"Assessment Diagrams" shall mean those duplicate diagrams of the property contained in the Assessment District is to be filed with the Clerk and approved by the Mayor and Council.

"Assessment District" shall mean the lots, pieces or parcels of land lying within the boundaries described on Exhibit B attached hereto and as shown on the map on file with the City Engineer.

"City" shall mean the City of Peoria, Arizona.

"City Council" or "Council" shall mean the Mayor and Council of the City.

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

"Lots" shall mean all lots, pieces or parcels of land lying within the Assessment District.

"Parkways" shall mean those streets and rights-of-way which are designated in Exhibit B as "Parkways," and specifically those portions of Pedestrian Facilities, Parks, Retention, Detention and Storm Water Management Facilities included within or adjacent to the Assessment District.

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1207 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

**Section 2. Declaration of Intention to Order an Improvement.**

The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Peoria, Arizona, to order the following work, hereinafter "Work," to be performed, to wit:

The maintenance of all landscaping, including replacement of landscape materials, in the area generally described as follows:

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1207

The Mayor and Council of the City of Peoria, Arizona designate as parkways, those areas set forth on Exhibit "B" Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the Plans and Specifications hereby approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1207.

**Section 3. Determination of Need.**

In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

**Section 4. Preparation of Assessment Diagrams.**

The City Engineer is hereby authorized and directed to prepare duplicate diagrams (Assessment Diagrams) of the property contained within the Assessment District. The diagrams shall show each separate lot, numbered consecutively, the approximate area in square feet of each lot, and the location of the lot in relation to the work proposed to be done.

**Section 5. Exclusion of Certain Property.**

Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

**Section 6. Officers Not Liable.**

In no event will the City of Peoria or any officer thereof be liable for any portion of the cost of said Improvement District nor for any delinquency of persons or property assessed.

**Section 7. Annual Statement.**

The City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the District as provided in A.R.S. § 48-574 and amendments thereto.

**Section 8. Statutory Authority.**

The Work and all proceedings pertaining thereto shall be performed under the provisions of Title 48, Article 2, specifically Section 48-574, and all amendments thereto and pursuant to Article I, Section 3, (8) of the Peoria City Charter.

**Section 9. Delegation of Authority.**

The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications and the Contract Documents.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 28<sup>th</sup> day of November, 2017.

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

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Burg, City Attorney

Effective Date: \_\_\_\_\_



Resolution No. 2017-44  
MID 1207, Ironwood Estates  
November 28, 2017  
Page 6 of 10 Pages

#### CERTIFICATION OF CITY ENGINEER

I hereby certify that I have read the description set out under the definition "Assessment District" and approve the same. I further certify that I have read the description set out under the definition "Work" and approve the same.

\_\_\_\_\_  
Adina Lund, Engineering Director

#### CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2017-44 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on November 28, 2017 and that a quorum was present there and that the vote thereon was \_\_\_\_\_ ayes and \_\_\_\_\_ nays. \_\_\_\_\_ were no vote or absent.

\_\_\_\_\_  
City Clerk, City of Peoria

**LEGAL DESCRIPTION**

LAND LYING WITHIN THE NORTHWEST ONE QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, BEING AN ALUMINUM CAP FLUSH FROM WHICH THE NORTHWEST CORNER OF SECTION 17 BEARS N89°07'15"W;

THENCE N89°07'15"W ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER, A DISTANCE OF 664.60 FEET;

THENCE LEAVING SAID NORTH LINE S00°31'59"W, A DISTANCE OF 331.15 FEET TO A FOUND BRASS CAP ACCEPTED AS THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 17, ALSO BEING THE POINT OF BEGINNING;

THENCE S00°31'59"W, A DISTANCE OF 331.10 FEET TO A FOUND BRASS CAP ACCEPTED AS THE SOUTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 17;

THENCE N89°10'03"W, A DISTANCE OF 456.35 FEET;

THENCE N88°50'14"W, A DISTANCE OF 208.08 FEET;

THENCE N00°30'53"E, A DISTANCE OF 328.73 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 17;

THENCE S89°16'09"E, A DISTANCE OF 664.48 FEET BACK TO THE POINT OF BEGINNING.

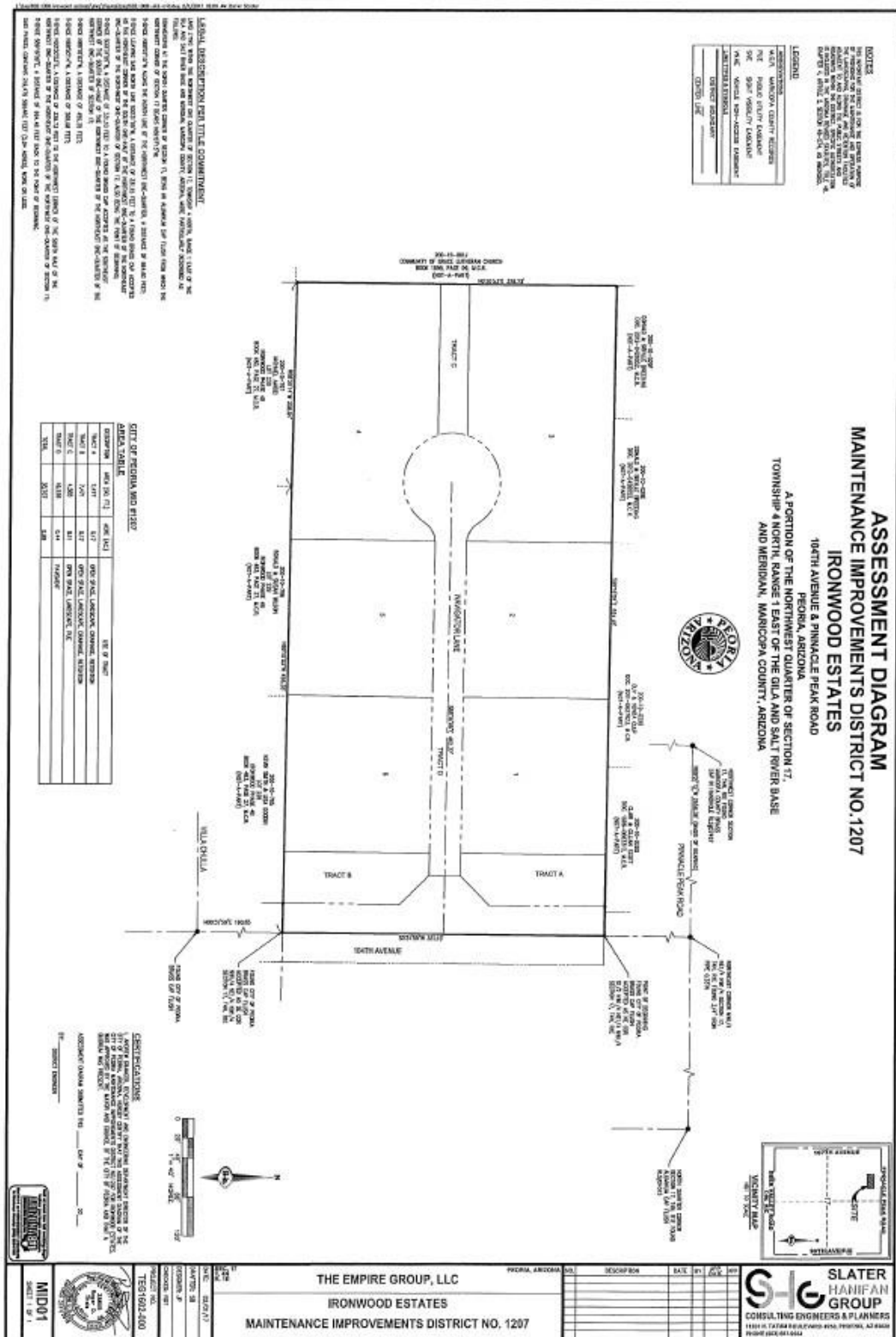
SAID PARCEL CONTAINS 219,476 SQUARE FEET (5.04 ACRES), MORE OR LESS.



EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA  
CITY CLERK'S OFFICE  
8401 W. MONROE STREET  
PEORIA, AZ 85345



**CITY OF PEORIA, ARIZONA  
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1207, IRONWOOD ESTATES.

This notice is given pursuant to the provisions of Title 48, Chapter 4, Article 2, Sections 48-571 to 48-619, both inclusive, Arizona Revised Statutes, as amended.

On the 28<sup>th</sup> day of November, 2017 the Mayor and Council of the City of Peoria adopted Resolution No. 2017-45; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1207, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

Any owner, or any other person having an interest in any lot, piece or parcel of land situated within the above-described assessment district, who claims that any of the provisions, acts or proceedings relative to the above described improvements are irregular, defective, illegal, erroneous or faulty, may file with the City Clerk, Room 150, 8401 West Monroe Street, Peoria, Arizona 85345, within 15 days from the date of the first publication of this notice, a written notice specifying in what way said acts or proceedings are irregular, defective, illegal, erroneous or faulty.

Further information concerning City of Peoria Maintenance Improvement District No. 1207 may be obtained by contacting Mrs. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7249.

DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

Adina Lund, P.E.  
Superintendent of Streets  
City of Peoria, Arizona

RESOLUTION NO. 2017-45

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1207, IRONWOOD ESTATES; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, THAT:

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1207.

The estimate of the cost and expenses for the maintenance of the landscaping on file with the Superintendent of Streets and the City Clerk is approved and adopted by the Mayor and Council of the City.

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels

of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1207 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1207 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1207 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1207.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1207 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 4. The majority of owners of all of the real property within the proposed district have executed a Petition for formation of a Maintenance Improvement District and the City Council has verified the ownership of the property. Publication and posting of the notice of the passage of the Resolution of Intention will be completed as prescribed by the State Statues.

SECTION 5. Any Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the

Resolution No. 2017-45  
MID 1207, Ironwood Estates  
November 28, 2017  
Page 3 of 6 Pages

City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 28<sup>th</sup> day of November, 2017.

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

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Burg, City Attorney

Effective Date: \_\_\_\_\_



**LEGAL DESCRIPTION**

LAND LYING WITHIN THE NORTHWEST ONE QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, BEING AN ALUMINUM CAP FLUSH FROM WHICH THE NORTHWEST CORNER OF SECTION 17 BEARS N89°07'15"W;

THENCE N89°07'15"W ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER, A DISTANCE OF 664.60 FEET;

THENCE LEAVING SAID NORTH LINE S00°31'59"W, A DISTANCE OF 331.15 FEET TO A FOUND BRASS CAP ACCEPTED AS THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 17, ALSO BEING THE POINT OF BEGINNING;

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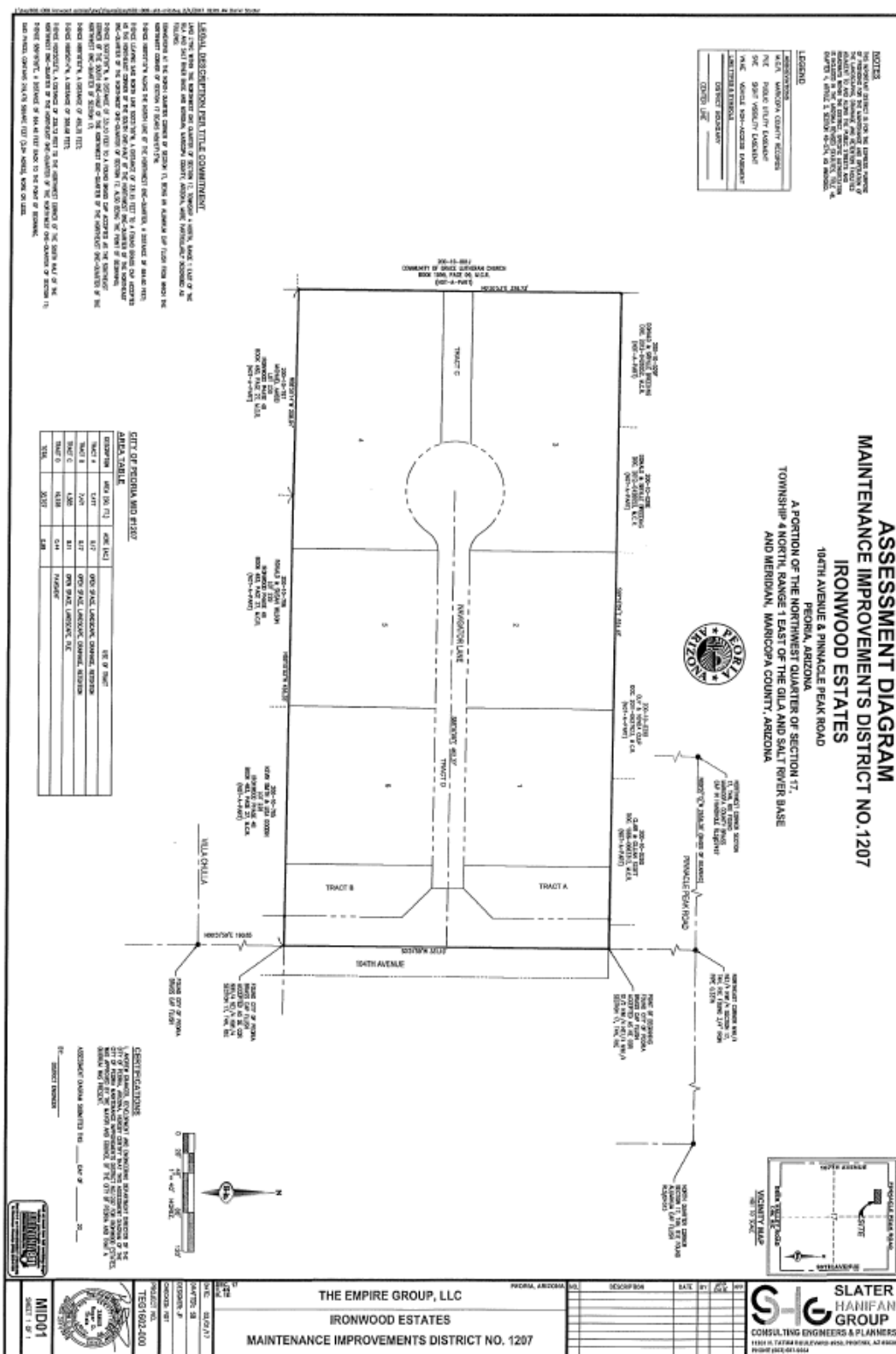
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EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA  
CITY CLERK'S OFFICE  
8401 W. MONROE STREET  
PEORIA, AZ 85345



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 11C.

Date Prepared: 11/2/2017

Council Meeting Date: 11/28/2017

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Adina Lund, 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. 2017-127** 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. 2017-27

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.

92<sup>nd</sup> Waterline  
Diane Sleighel  
EASEMENT FOR PUBLIC WATER LINE  
Maricopa County Recording No. 20170794034  
(Project No. R170061/ Deed No. 17-032)

E. of 92<sup>nd</sup> Ave. & Buckskin Trail

Mr. Shine Carwash  
Brian Gleason  
EASEMENT FOR PUBLIC WATER LINE  
Maricopa County Recording No. 20170794071  
(Project No. R170047/ Deed No. 17-033)

25500 N. Lake Pleasant Parkway

Mr. Shine Carwash  
Brian Gleason  
EASEMENT FOR STORMWATER DRAINAGE  
Maricopa County Recording No. 20170794072  
(Project No. R170047/ Deed No. 17-034)

25500 N. Lake Pleasant Parkway

Resolution No. 2017-127  
Acceptance of Deeds and Easements  
November 28, 2017  
Page 2

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 28<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Burg, City Attorney

Effective Date: \_\_\_\_\_

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 12C.

Date Prepared: 10/23/2017

Council Meeting Date: 11/28/2017

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development & Engineering Director  
**SUBJECT:** Ingress/Egress Easement, Central Arizona Water Conservation District,  
Vistancia Boulevard and Westland Road

---

**Purpose:**

This is a request for City Council to adopt a Resolution authorizing the execution of an Ingress/Egress Easement to Central Arizona Water Conservation District (CAWCD) for access through the Vistancia ReUse Reservoir Zone 1 & 2 site/Vistancia Booster Zone 1 & 2 site at the northwest corner of Vistancia Boulevard and Westland Road.

**Background/Summary:**

During the design of the Vistancia Boulevard crossing of the CAP canal, CAWCD requested access to their existing operations and maintenance (O&M) road. Due to limitations of topography and residential development, the safest point for CAWCD to access their O&M road is via the Vistancia ReUse Reservoir Zone 1 & 2 site/Vistancia Booster Zone 1 & 2 site. The easement will follow the existing reservoir access road and then veers around the reservoir's restricted area towards the CAP canal. Construction of the crossing is complete which has triggered the granting of the ingress/egress easement to CAWCD.

**Previous Actions:**

There has been no previous action by the City for this easement request.

**Options:**

**A:** Approve the adoption of the Resolution authorizing the execution of the Ingress/Egress Easement.

**B:** Deny adoption of the Resolution resulting in no public record of the existence or location of the ingress/egress for CAWCD.

**Staff Recommendation:**

Discussion and possible action to adopt **RES.2017-124** authorizing the City Manager to execute



the Ingress/Egress Easement to Central Arizona Water Conservation District, northwest of Vistancia Boulevard and Westland Road.

**Fiscal Analysis:**

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

**Narrative:**

Recordation of this easement will provide a public record of the existence and location of Central Arizona Water Conservation District's access across the reservoir/booster sites.

**ATTACHMENTS:**

Vicinity Map

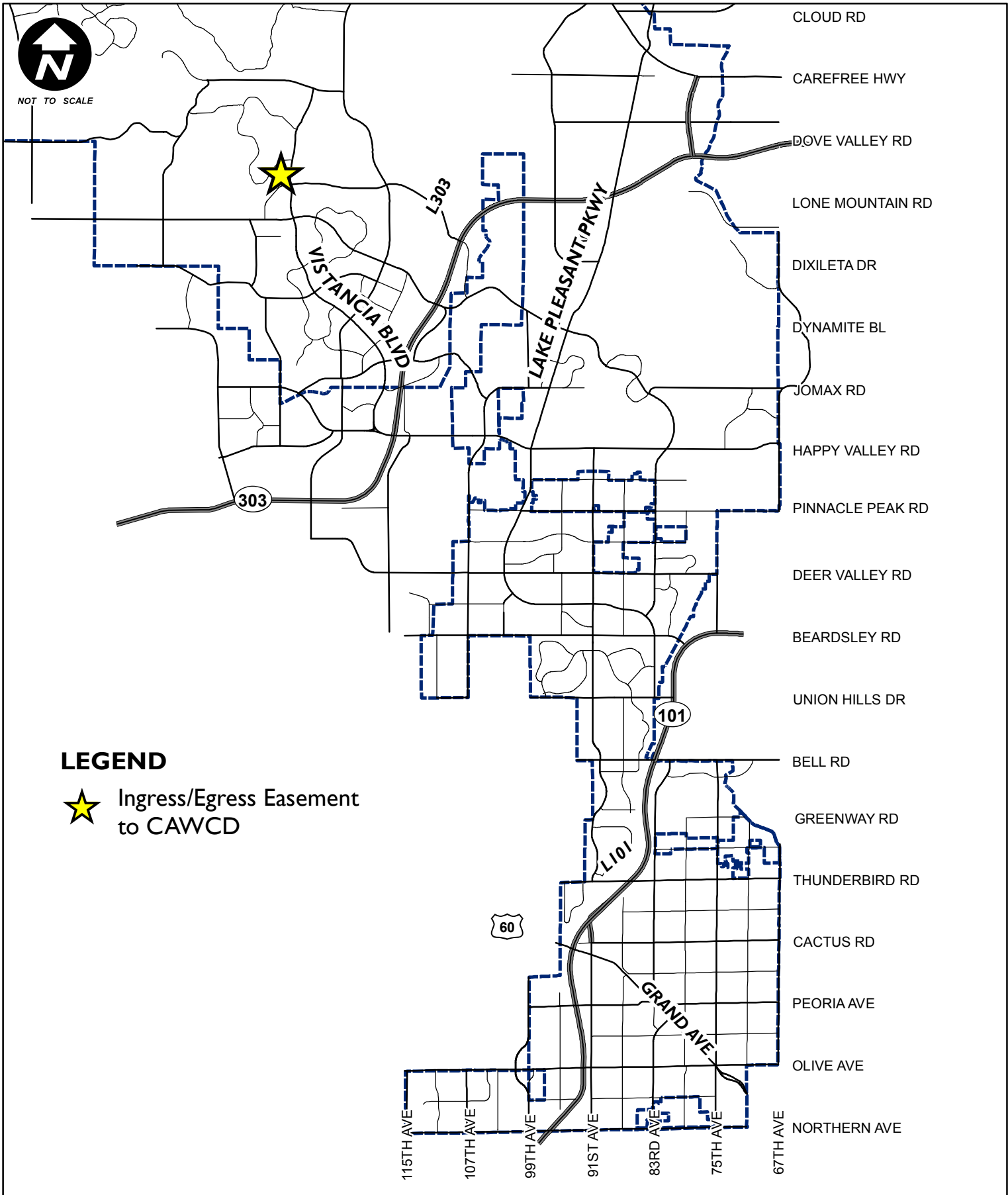
Location Map

Resolution

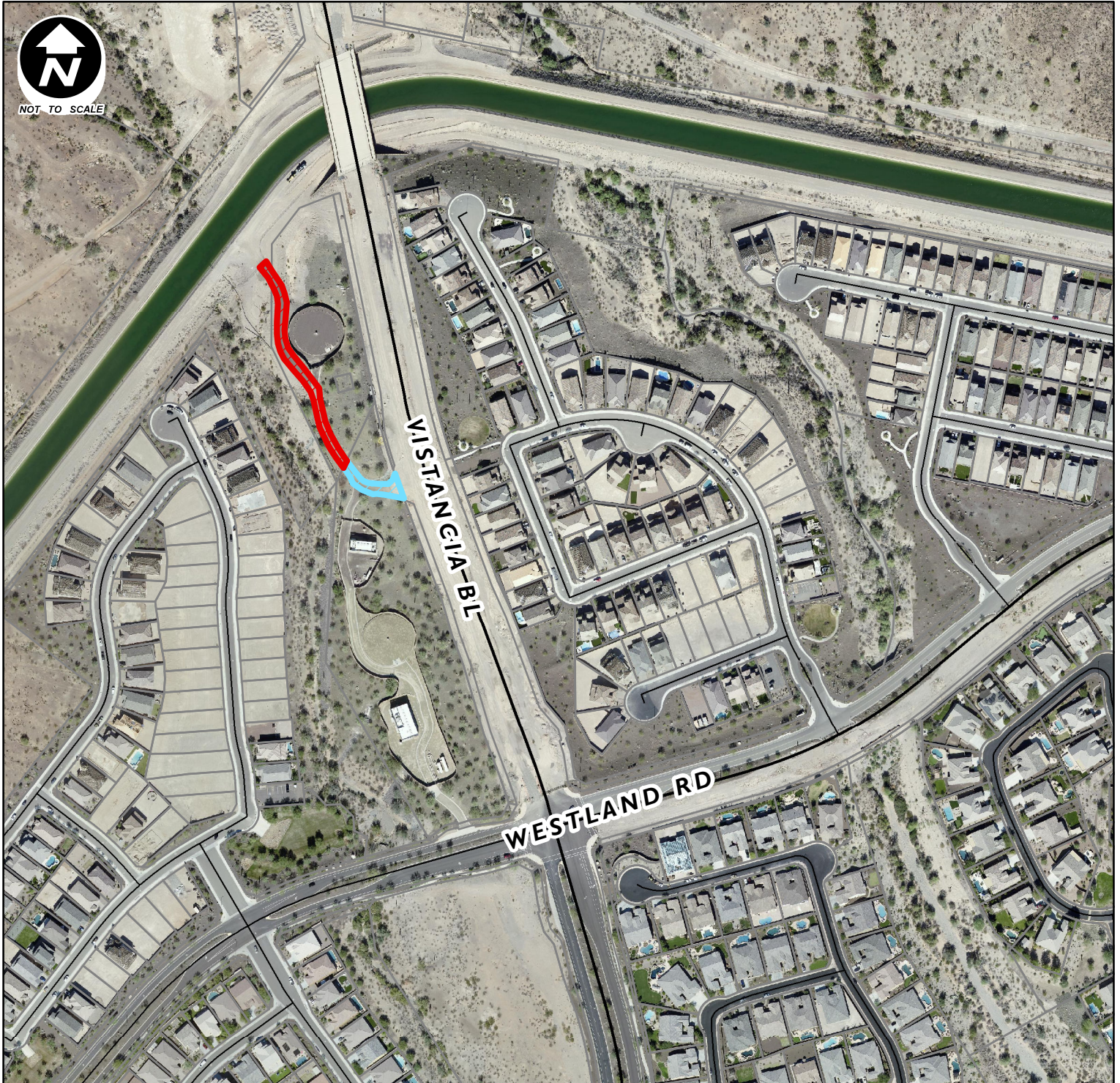
Resolution Exhibit

**Contact Name and Number:**

Angela Manuel, Real Estate Coordinator, (623) 773-7728







**LEGEND**



Ingress/Egress Easement - City



Ingress/Egress Easement - VCFD



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



RESOLUTION NO. 2017-124

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF AN EASEMENT FOR INGRESS/EGRESS TO CENTRAL ARIZONA WATER CONSERVATION DISTRICT FOR ACCESS TO THEIR O&M ROAD LOCATED WITHIN THE CITY OF PEORIA.

WHEREAS, Central Arizona Water Conservation District, has requested that the City of Peoria grant an Easement for Ingress/Egress to allow access to the CAP canal operations and maintenance road that is adjacent to the Vistancia ReUse Reservoir Zone 1 & 2 site at 32360 N Vistancia Boulevard; and

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

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

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

Resolution No. 2017-124  
Ingress/Egress Easement - CAWCD  
November 28, 2017  
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 28<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen J. Burg, City Attorney

Effective Date: \_\_\_\_\_

Attachment:

1. Ingress/Egress Easement

When recorded, return to:  
City of Peoria  
City Clerk  
8401 West Monroe Street  
Peoria, AZ 85345

### INGRESS/EGRESS EASEMENT

THE CITY OF PEORIA, an Arizona municipal corporation, ("GRANTOR"), for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Central Arizona Water Conservation District, a permanent, perpetual and non-exclusive ingress and egress easement for the following purposes, namely: The right to access and enter upon, over, across, and on the following described real property situated in Maricopa County, Arizona:

SEE EXHIBIT "A" And "B" ATTACHED HERETO AND BY THIS  
REFERENCE INCORPORATED HEREIN

To have and to hold the said easement unto the Central Arizona Water Conservation District, and unto its successors and assigns forever.

Grantor hereby covenants that it has lawfully seized and possessed the aforementioned tract or parcel of land/real property; that it has good and lawful right to sell and convey it; and that Grantor will warrant the title and quiet possession thereto against the lawful claim of all persons.

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

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

Grantor shall be responsible for constructing and maintaining such easement or for the construction of any improvements over, across, and under the surface that may be deemed necessary to make such easement accessible.

This easement shall run with the land and shall be binding upon Grantor and their heirs, successors and assigns.

GRANTOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF ARIZONA     )  
                                      ) ss.  
County of Maricopa     )

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**



EXHIBIT  
LEGAL DESCRIPTION OF  
ACCESS EASEMENT

All that certain lot, tract, or parcel of land, being a part of that certain deed to Vistancia South, LLC recorded in Document No. 2014-0304180, MCR, and being situated in a portion of the Northwest Quarter of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County aluminum cap stamped "2002 / RLS-21782" for the Southwest corner of said Section 14, from which a found U.S.G.L.O. brass cap dated 1922 for the South Quarter corner of said Section 14 bears South 89 deg. 42 min. 09 sec. East (Basis of Bearings) – 2643.52 feet;

THENCE North 04 deg. 09 min. 38 sec. East, a distance of 2687.43 feet to the Southeast line of said Vistancia South, LLC tract, from which a found 1/2" rebar with cap stamped "#3315) for the most southerly corner of same bears South 25 deg. 33 min. 03 sec. West – 38.53 feet, said point being the TRUE POINT OF BEGINNING;

THENCE North 37 deg. 48 min. 05 sec. West departing said Southeast line, a distance of 4.95 feet to a Point of Curvature of a circular curve to the right, having a radius of 360.00 feet, a central angle of 27 deg. 40 min. 10 sec., and being subtended by a chord which bears North 23 deg. 58 min. 00 sec. West - 172.17 feet;

THENCE in a northwesterly direction along said curve to the right, a distance of 173.85 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 140.00 feet, a central angle of 28 deg. 26 min. 51 sec., and being subtended by a chord which bears North 24 deg. 21 min. 20 sec. West - 68.80 feet;

THENCE in a northwesterly direction along said curve to the left, a distance of 69.51 feet;

THENCE North 38 deg. 34 min. 46 sec. West tangent to said curve, a distance of 57.58 feet to a Point of Curvature of a circular curve to the right, having a radius of 135.00 feet, a central angle of 38 deg. 48 min. 41 sec., and being subtended by a chord which bears North 19 deg. 10 min. 25 sec. West - 89.71 feet;

THENCE in a northwesterly direction along said curve to the right, a distance of 91.45 feet;

THENCE North 00 deg. 13 min. 55 sec. East tangent to said curve, a distance of 54.67 feet to a Point of Curvature of a circular curve to the left, having a radius of 140.00 feet, a central angle of 26 deg. 45 min. 32 sec., and being subtended by a chord which bears North 13 deg. 08 min. 51 sec. West - 64.79 feet;

THENCE in a northwesterly direction along said curve to the left, a distance of 65.38 feet to the South line of the Central Arizona Project Canal and the West line of said Vistancia South, LLC tract, from which a found 1/2" rebar with cap stamped "Wood-Patel / RLS-37239" for the most westerly Southwest corner of said Vistancia South, LLC tract bears South 00 deg. 13 min. 51 sec. West - 162.95 feet;

THENCE North 00 deg. 13 min. 51 sec. East non-tangent to said curve and continue along the South line of said Canal and the West line of said Vistancia South, LLC tract, a distance of 36.83 feet, from which a found 1/2" rebar (no tags) for the most westerly Northwest corner of said Vistancia South, LLC tract bears North 00 deg. 13 min. 51 sec. East - 62.21 feet, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 160.00 feet, a central angle of 38 deg. 37 min. 16 sec., and being subtended by a chord which bears South 19 deg. 04 min. 43 sec. East - 105.82 feet;

THENCE in a southeasterly direction along said curve to the right and departing said South and West lines, a distance of 107.85 feet;

THENCE South 00 deg. 13 min. 55 sec. West tangent to said curve, a distance of 54.67 feet to a Point of Curvature of a circular curve to the left, having a radius of 115.00 feet, a central angle of 38 deg. 48 min. 41 sec., and being subtended by a chord which bears South 19 deg. 10 min. 25 sec. East - 76.42 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 77.90 feet;

THENCE South 38 deg. 34 min. 46 sec. East tangent to said curve, a distance of 57.58 feet to a Point of Curvature of a circular curve to the right, having a radius of 160.00 feet, a central angle of 4 deg. 17 min. 59 sec., and being subtended by a chord which bears South 36 deg. 25 min. 46 sec. East - 12.00 feet;

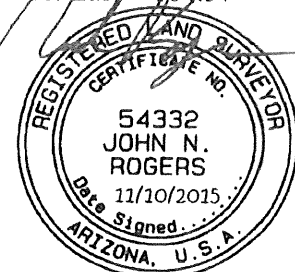
THENCE in a southeasterly direction along said curve to the right, a distance of 12.01 feet;

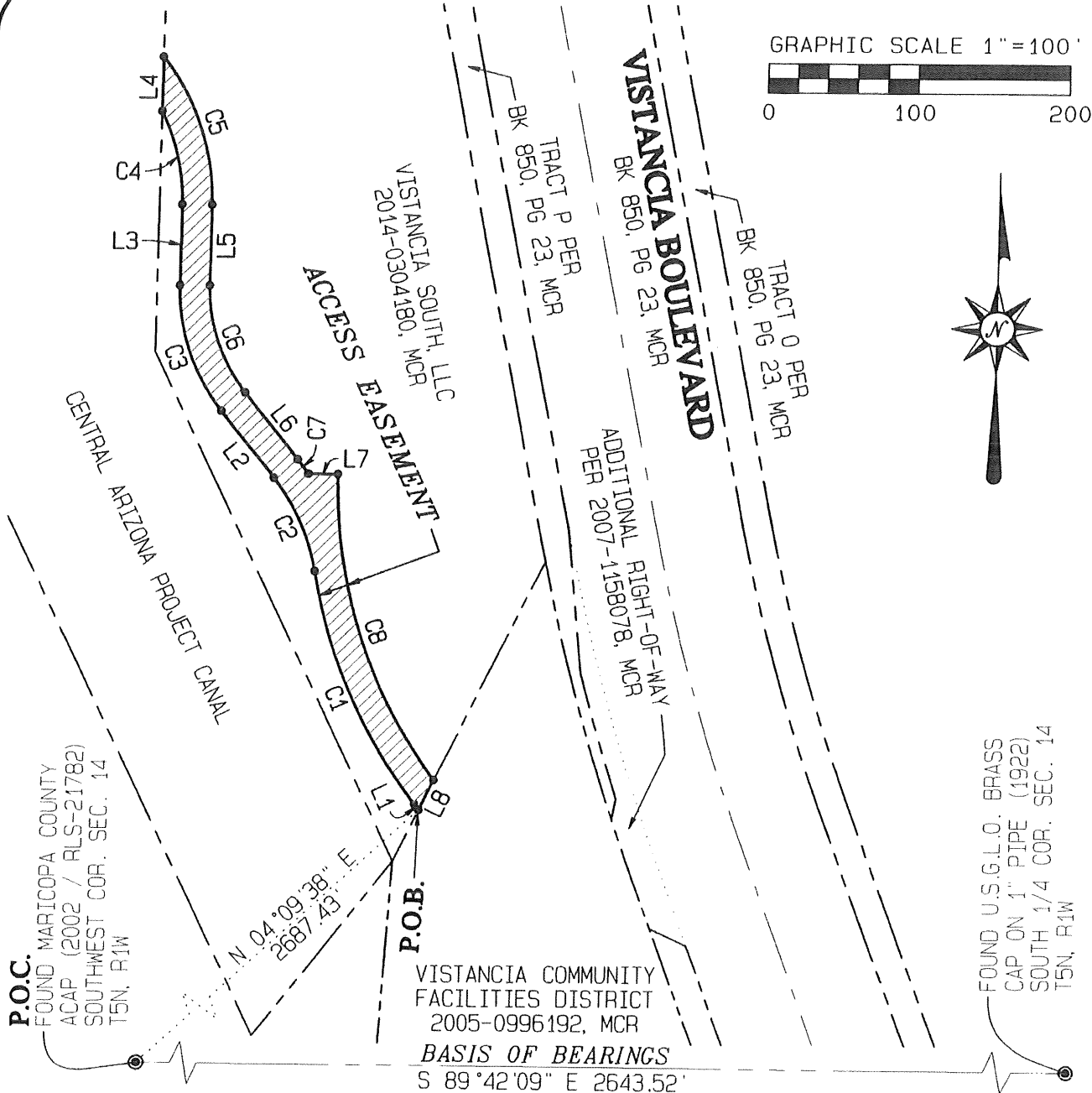
THENCE South 89 deg. 39 min. 24 sec. East non-tangent to said curve, a distance of 20.00 feet to a Point of Curvature radial to said line and being a circular curve to the left, having a radius of 340.00 feet, a central angle of 37 deg. 17 min. 04 sec., and being subtended by a chord which bears South 18 deg. 17 min. 55 sec. East - 217.37 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 221.25 feet to the Southeast line of said Vistancia South, LLC tract, from which a found 1/2" rebar (not tags) for the most easterly Southeast corner of same bears North 25 deg. 33 min. 03 sec. East - 164.37 feet;

THENCE South 25 deg. 33 min. 03 sec. West non-tangent to said curve and continue along said Southeast line, a distance of 22.42 feet to the POINT OF BEGINNING, containing 10.957 square feet or 0.252 acres of land, more or less.

Exhibit attached and made a part hereof.





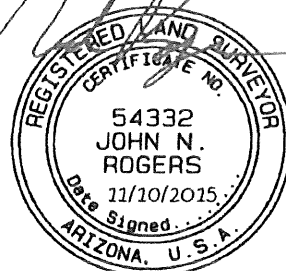
SEE SHEET 4 OF 4 FOR  
LINE AND CURVE DATA

EXHIBIT MAP  
SHOWING A PORTION OF THE  
NW 1/4 OF SEC. 14, T5N, R1W, G.&S.R.B.&M.  
MARICOPA COUNTY, ARIZONA

**GOODWIN  
AND  
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS  
4809 E. Thistle Landing Dr., Suite 100, Phoenix, AZ 85044  
(602) 218-7285

Scale: 1" = 100'  
Date: 11/10/2015  
Job No.: 10688A  
Drafted: J.N.R.  
Checked: R.D.H.



EXPIRES 3/31/2016

W:\10688A - Vistancia F2\COGO\F2 IEE.pro

### LINE TABLE

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N37°48'05"W | 4.95'    |
| L2   | N38°34'46"W | 57.58'   |
| L3   | N00°13'55"E | 54.67'   |
| L4   | N00°13'51"E | 36.83'   |
| L5   | S00°13'55"W | 54.67'   |
| L6   | S38°34'46"E | 57.58'   |
| L7   | S89°39'24"E | 20.00'   |
| L8   | S25°33'03"W | 22.42'   |

### CURVE TABLE

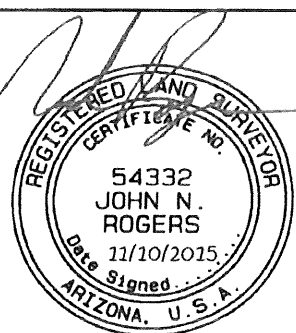
| CURVE | RADIUS  | ARC     | DELTA     | CHORD BEARING | CHORD   |
|-------|---------|---------|-----------|---------------|---------|
| C1    | 360.00' | 173.85' | 27°40'10" | N23°58'00"W   | 172.17' |
| C2    | 140.00' | 69.51'  | 28°26'51" | N24°21'20"W   | 68.80'  |
| C3    | 135.00' | 91.45'  | 38°48'41" | N19°10'25"W   | 89.71'  |
| C4    | 140.00' | 65.38'  | 26°45'32" | N13°08'51"W   | 64.79'  |
| C5    | 160.00' | 107.85' | 38°37'16" | S19°04'43"E   | 105.82' |
| C6    | 115.00' | 77.90'  | 38°48'41" | S19°10'25"E   | 76.42'  |
| C7    | 160.00' | 12.01'  | 4°17'59"  | S36°25'46"E   | 12.00'  |
| C8    | 340.00' | 221.25' | 37°17'04" | S18°17'55"E   | 217.37' |

EXHIBIT MAP  
SHOWING A PORTION OF THE  
NW 1/4 OF SEC. 14, T5N, R1W, G.&S.R.B.&M.  
MARICOPA COUNTY, ARIZONA

**GOODWIN**  
**MARSHALL** INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS  
4809 E. Thistle Landing Dr., Suite 100, Phoenix, AZ 85044  
(602) 218-7285

Scale : NONE  
Date : 11/10/2015  
Job No. : 10688A  
Drafted : J.N.R.  
Checked : R.D.H.



EXPIRES 3/31/2016

SHEET 4 OF 4

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 13C.

Date Prepared: 11/13/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager

**THROUGH:** Andy Granger, Deputy City Manager

**FROM:** Adina Lund, P.E., Development and Engineering Director

**SUBJECT:** Roadway Dedication and Public Utility Easement, 102nd Avenue adjacent to Pinnacle Peak Public Safety Facility Campus

---

**Purpose:**

This is a request for City Council to adopt a Resolution authorizing the execution of a Dedication of Public Roadway and Public Utility Easement along the west half of 102nd Avenue south of Pinnacle Peak Road.

**Background/Summary:**

As a result of the expansion of the Pinnacle Peak Public Safety Facility Campus, the City extended 102nd Avenue from Pinnacle Peak Road to Villa Hermosa. These improvements were constructed as part of the Pinnacle Peak Road from 99th Avenue to 102nd Avenue Capital Improvement Project.

The east half-street right of way dedication from the Pinnacle Peak Public Safety Facility Campus is part of a separate Council action for final plat approval at this meeting. This request will satisfy the dedication of the west half-street improvements that fall within the City owned retention basin located at the southwest corner of Pinnacle Peak Road and 102nd Avenue.

**Previous Actions:**

Council previously approved the construction of 102nd Avenue as part of the Pinnacle Peak Road improvements.

**Options:**

**A:** Approve the adoption of the Resolution authorizing the execution of a Dedication of Public Roadway and Public Utility Easement for the west half of 102nd Avenue.

**B:** Deny adoption of the Resolution resulting in no public record of the existence or location of existing roadway and utility improvements.

**Staff Recommendation:**

Discussion and possible action to adopt **RES. 2017-128** authorizing the City Manager to execute the Dedication of Public Roadway and Public Utility Easement for the west half of 102nd Avenue.

**Fiscal Analysis:**

There is no fiscal impact to the City associated with granting these land rights.

**Narrative:**

Recordation of the Dedication of Public Roadway and Public Utility Easement will provide a public record of the existence and location of the right of way and easement.

**ATTACHMENTS:**

Vicinity Map

Location Map

Resolution

Dedication of Public Roadway

Public Utility Easement

**Contact Name and Number:**

Angela Manuel, Real Estate Coordinator, (623) 773-7728

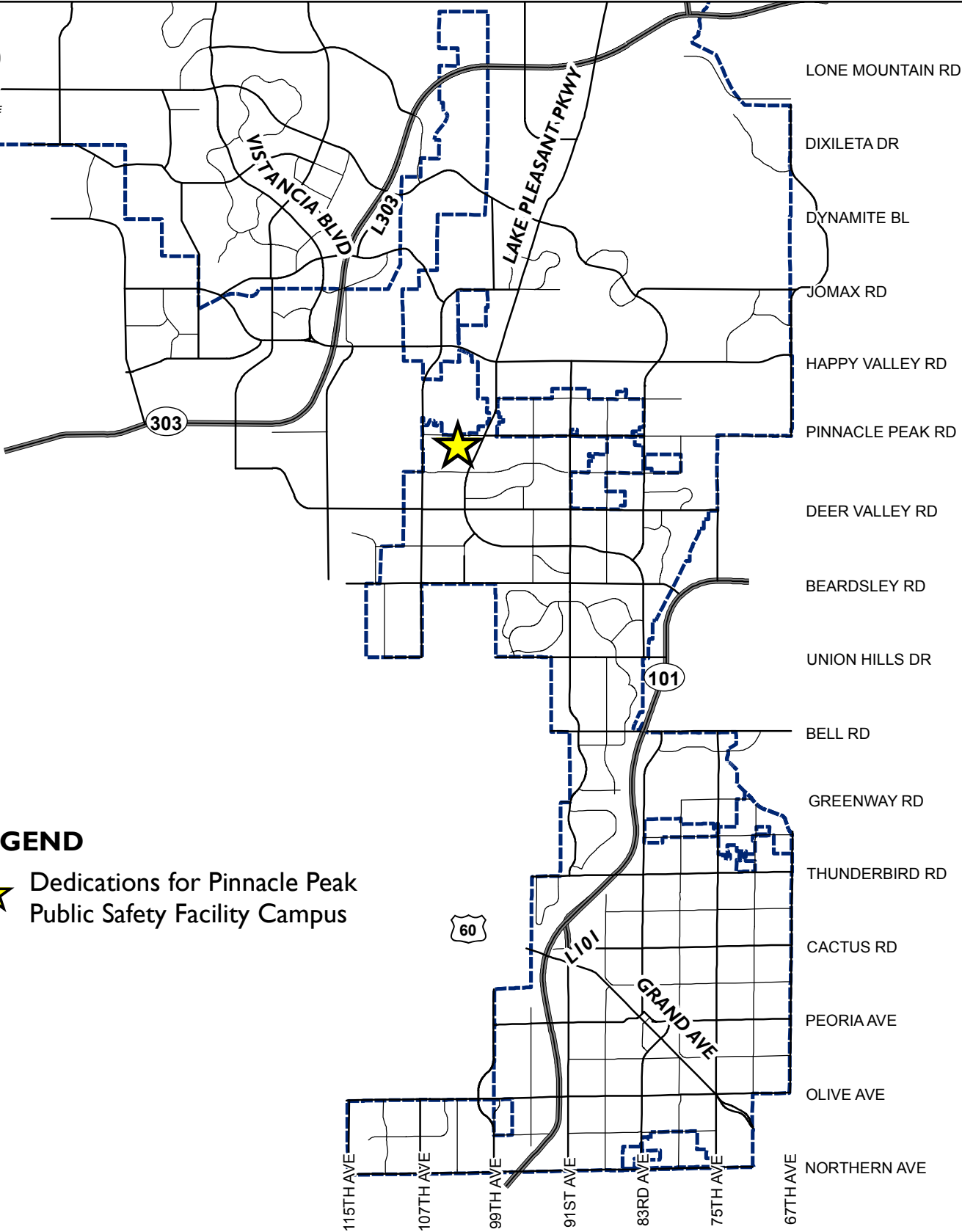


NOT TO SCALE

**LEGEND**



Dedications for Pinnacle Peak  
Public Safety Facility Campus







# City of Peoria

## DEVELOPMENT & ENGINEERING

Dedications for Pinnacle Peak  
Public Safety Facility Campus

### Location Map



PINNACLE PEAK RD

102ND AV

LAKE PLEASANT PKWY

### LEGEND



APS Easement Areas



25' Right of Way



8' Public Utility Easement



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



RESOLUTION NO. 2017-128

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A DEDICATION OF A PUBLIC ROADWAY AND PUBLIC UTILITY EASEMENT TO THE PUBLIC FOR THE WEST HALF STREET OF 102<sup>ND</sup> AVENUE SOUTH OF PINNACLE PEAK ROAD.

WHEREAS, construction at the Pinnacle Peak Public Safety Facility Campus triggered the extension of 102<sup>nd</sup> Avenue from Pinnacle Peak Road to Villa Hermosa resulting in the dedication of the necessary land rights for a public roadway and public utilities.

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

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the granting of a Dedication of Public Roadway and a Public Utility Easement and authorize the City Manager to execute the documents; and

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

Resolution No. 2017-128  
102<sup>nd</sup> Avenue south of Pinnacle Peak Rd  
November 28, 2017  
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 28<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Burg, City Attorney

Effective Date: \_\_\_\_\_

Attachments:

1. Dedication of Public Roadway
2. Public Utility Easement

When Recorded/Executed Mail to:

City Clerk  
City of Peoria  
8401 West Monroe  
Peoria, Arizona 85345

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### **DEDICATION OF PUBLIC ROADWAY**

The City of Peoria, an Arizona municipal corporation, Grantor, for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby dedicate to the public, in Maricopa County, Arizona, the following described property to be used as a public roadway:

(See attached description, Exhibit A)

for public roadway and utility purposes.

The Grantor(s) hereby covenants that it is lawfully seized and possessed on this aforementioned tract or parcel of land; that it has a good and lawful right to dedicate it.

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

By: \_\_\_\_\_  
                 Jeff Tyne, City Manager

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
                 Stephen J. Burg, City Attorney

STATE OF ARIZONA        )  
                                         ) ss.  
County of Maricopa        )

The foregoing was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Jeff Tyne, City Manager of the City of Peoria, for the purposes contained herein.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



## EXHIBIT A

### LEGAL DESCRIPTION

(Reference Deeds Maricopa County Recorders Office (MCR) 2012-0337262 and 2013-0190854)  
(Reference 2015 Record of Survey MCR Book 1240, Page 25)

Those Portions of the South half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (S2 NW4 NW4 NE4), AND the North half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (N2 NW4 NW4 NE4), both of Section 17, Township 4 North, Range 1 East, of the Gila and Salt River Meridian, located in Maricopa County, City of Peoria, Arizona, and more particularly described as follows:

#### PARCEL 1

The east 25.00 feet of said North half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (N2 NW4 NW4 NE4);

#### PARCEL 2

The east 25.00 feet of said South half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (S2 NW4 NW4 NE4)

Said twenty five (25) feet wide Parcel 1 and Parcel 2 contain 16,500 square feet or 0.3788 acres, more or less.

Said Parcel 1 and Parcel 2 subject to oil, gas, and other mineral deposits; and roadway/utility easements as reserved in Patent recorded in Docket 2857, pages 550 and 551.

Right of way Exhibit "Sketch" attached and made a part thereof.

Page 1 of 2

RIGHT OF WAY

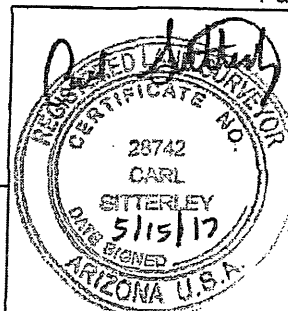
Title: ASSESOR PARCEL NUMBERS 201-10-011 & 200-10-012

Preparing Firm: CONSULTANT REGISTERED SURVEYING

Address: 8732 E. Piccadilly Road, Scottsdale, Arizona 85251

Phone: 480-620-1382

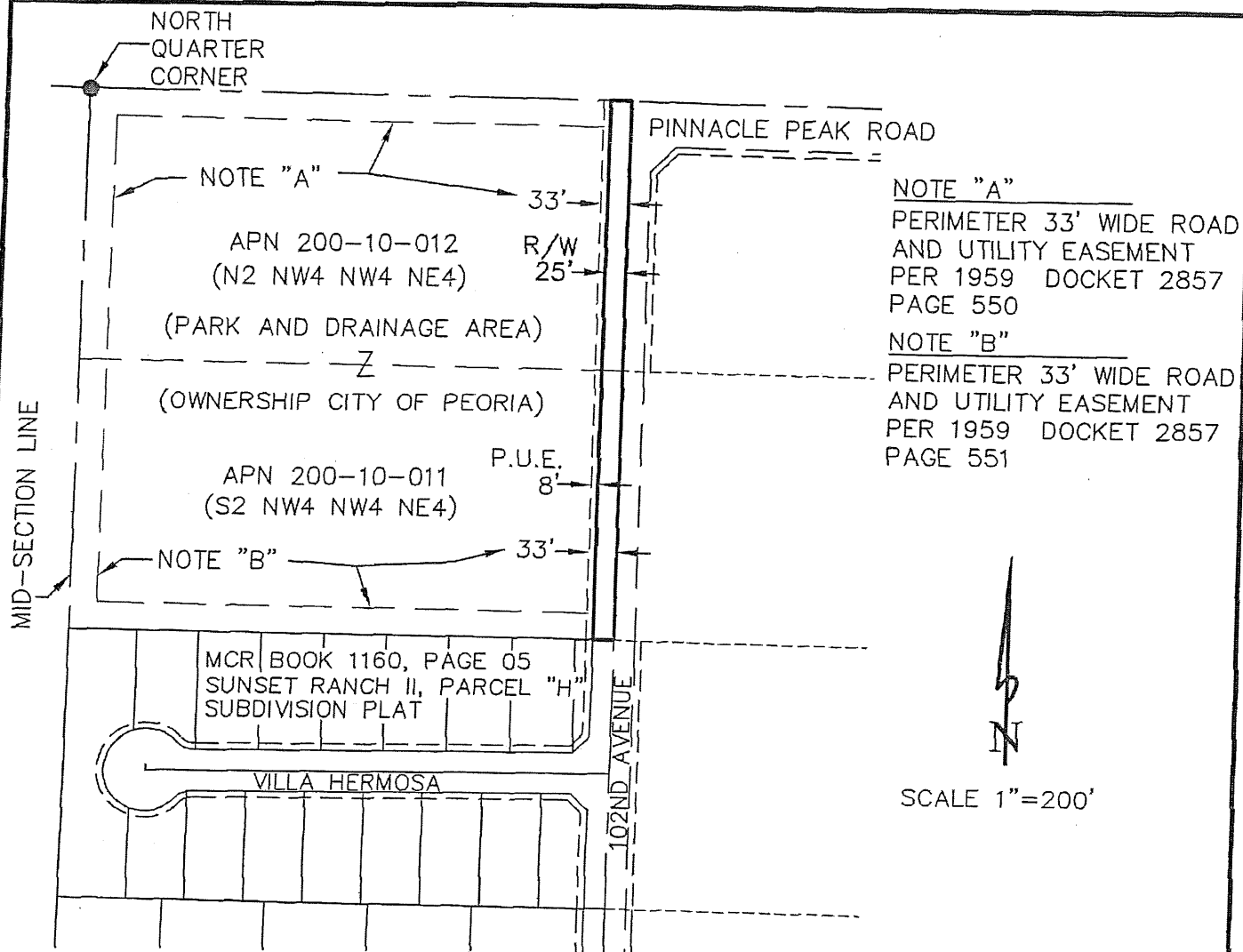
Fax: None



EXPIRES 03/31/2019



# EXHIBIT A SKETCH



## LEGEND

MCR = MARICOPA COUNTY RECORDERS  
APN = ASSESSOR PARCEL NUMBER  
P.U.E. = PUBLIC UTILITY EASEMENT  
R/W = RIGHT OF WAY

OWNERSHIP PROPERTY DESCRIPTION  
APN 200-106-011 AND -012  
OWNER: CITY OF PEORIA  
VESTING INSTRUMENT:  
MCR 2013-01908547

Page 2 of 2

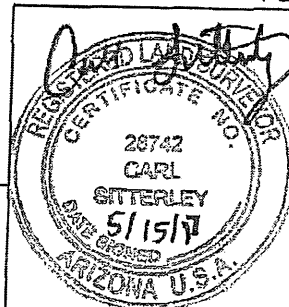
RIGHT OF WAY  
Title: ASSESSOR PARCEL NUMBERS 201-10-011 & 200-10-012

Preparing Firm: CONSULTANT REGISTERED SURVEYING

Address: 8732 E. Piccadilly Road, Scottsdale, Arizona 85251

Phone: 480-620-1382

Fax: None



EXPIRES 03/31/2019

When Recorded/Executed Mail to:

City Clerk  
City of Peoria  
8401 West Monroe  
Peoria, Arizona 85345

---

### **PUBLIC UTILITY EASEMENT**

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

See Attached Description, Exhibit "A"

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

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

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

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

By: \_\_\_\_\_  
Jeff Tyne, City Manager

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Stephen J. Burg, City Attorney

STATE OF ARIZONA        )  
                                      ) ss.  
County of Maricopa        )

The foregoing was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Jeff Tyne, City Manager of the City of Peoria, for the purposes contained herein.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_





## EXHIBIT A

### LEGAL DESCRIPTION

(Reference Deeds Maricopa County Records Office (MCR) 2012-0337262 and 2013-0190854)  
(Reference 2015 Record of Survey MCR Book 1240, Page 25)

That Portion of the South half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (S2 NW4 NW4 NE4), AND the North half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (N2 NW4 NW4 NE4), both of Section 17, Township 4 North, Range 1 East, of the Gila and Salt River Meridian, located in Maricopa County, City of Peoria, Arizona, and more particularly described as follows:

#### PARCEL 1

The west 8.00 feet of the east 33.00 feet of said North half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (N2 NW4 NW4 NE4);

#### PARCEL 2

The west 8.00 feet of the east 33.00 feet of said South half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (S2 NW4 NW4 NE4)

Said eight (8) feet wide Parcel 1 and Parcel 2 contain 5,280 square feet or 0.1212 acres, more or less.

Said Parcel 1 and Parcel 2 subject to oil, gas, and other mineral deposits; and roadway/utility easements as reserved in Patent recorded in Docket 2857, pages 550 and 551.

Public Utility Easement Exhibit "Sketch" attached and made a part thereof.

Page 1 of 2

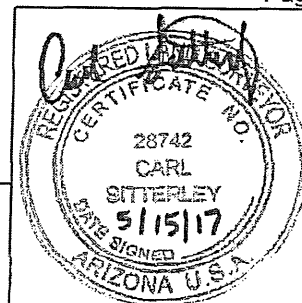
PUBLIC UTILITY EASEMENT  
Title: ASSESOR PARCEL NUMBERS 201-10-011 & 200-10-012

Preparing Firm: CONSULTANT REGISTERED SURVEYING

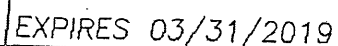
Address: 8732 E. Piccadilly Road, Scottsdale, Arizona 85251

Phone: 480-620-1382

Fax: None



EXPIRES 03/31/2019



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 14C.

Date Prepared: 11/13/2017

Council Meeting Date: 11/28/2017

---

**TO:** Jeff Tyne, City Manager

**THROUGH:** Andy Granger, Deputy City Manager

**FROM:** Adina Lund, P. E., Development and Engineering Director

**SUBJECT:** Easement, Arizona Public Service, Pinnacle Peak Public Safety Facility Campus

---

**Purpose:**

This is a request for City Council to authorize the execution of a Utility Easement to Arizona Public Service (APS) for existing electrical facilities at the Pinnacle Peak Public Safety Facility campus located south of the southwest corner of Pinnacle Peak Road and Lake Pleasant Parkway.

**Background/Summary:**

The Pinnacle Peak Public Safety Facility campus is comprised four separate parcels of land; Development and Engineering staff is requesting approval of a Final Plat that will combine all of the parcels into one parcel under a separate Council action at this meeting. As part of the platting process there will be dedications of easements and rights-of-way as well as abandonment of Federal Patent Easements that are no longer needed. APS has existing facilities that service a portion of the campus within one of the patent easements to be abandoned. APS is agreeable to the abandonment as long as the City grants them an easement for their existing facilities.

**Previous Actions:**

No previous Council action has taken place regarding the granting of this easement.

**Options:**

**A:** City Council authorizes the execution and recordation of the APS Utility Easement.

**B:** City Council chooses not to authorize the easement resulting in the Final Plat being revised to remove the abandonment of the patent easement where APS currently has their facilities.

**Staff Recommendation:**

Discussion and possible action to adopt **RES. 2017-129** authorizing the City Manager to execute an Arizona Public Service Utility Easement.

**Fiscal Analysis:**

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

**Narrative:**

Recordation of the easement will provide a public record of the existence and location of APS's electrical facilities.

**ATTACHMENTS:**

Vicinity Map

Location Map

Resolution

APS Easement

**Contact Name and Number:**

Angela Manuel, Real Estate Coordinator, (623) 773-7728

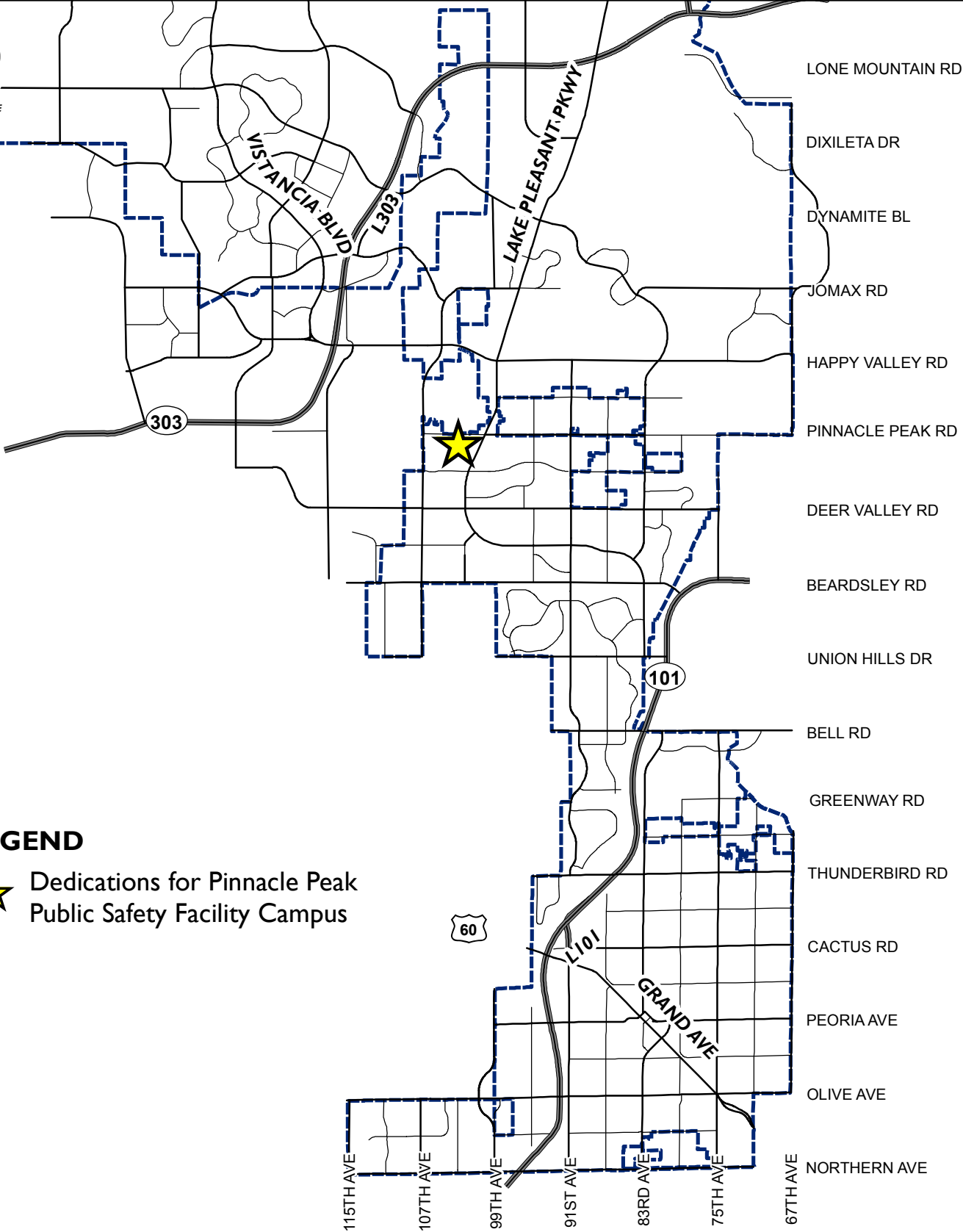


NOT TO SCALE

**LEGEND**



Dedications for Pinnacle Peak  
Public Safety Facility Campus







# City of Peoria

## DEVELOPMENT & ENGINEERING

Dedications for Pinnacle Peak  
Public Safety Facility Campus

### Location Map



PINNACLE PEAK RD

102ND AV

LAKE PLEASANT PKWY

### LEGEND



APS Easement Areas



25' Right of Way



8' Public Utility Easement



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

RESOLUTION NO. 2017-129

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF AN EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY FOR A PORTION OF THEIR ELECTRICAL FACILITIES WITHIN THE PINNACLE PEAK PUBLIC SAFETY FACILITY CAMPUS.

WHEREAS, the City of Peoria is abandoning several Federal Patent Easements that are within the Pinnacle Peak Public Safety Facility Campus as part of the final plat process. Arizona Public Service determined that they have existing facilities within one of the patent easement areas and requested that the City grant a non-exclusive easement to them.

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

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

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

Resolution No. 2017-129  
PPPSF – APS Easement  
November 28, 2017  
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 28<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Cathy Carlat, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Burg, City Attorney

Effective Date: \_\_\_\_\_

Attachment:

1. APS Easement



NE 17 4N 1E  
33.692671, -112.278111  
200-10-016D  
MJB

## **UTILITY EASEMENT**

**CITY OF PEORIA, an Arizona Municipal Corporation**, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

### **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

### **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

(NOTE: The purpose of this Exhibit is to depict the dimensions and approximate location and alignment of the electric line easement area. The location and alignment of the electric line and facilities as actually constructed shall take precedence over the location and alignment shown on this Exhibit.)

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF PEORIA, an Arizona Municipal Corporation**, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CITY OF PEORIA,  
an Arizona Municipal Corporation**

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

---

---

STATE OF \_\_\_\_\_ }  
                                              } ss.  
County of \_\_\_\_\_ }

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_  
by \_\_\_\_\_ (Grantor).

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

\_\_\_\_\_  
Notary Public Signature

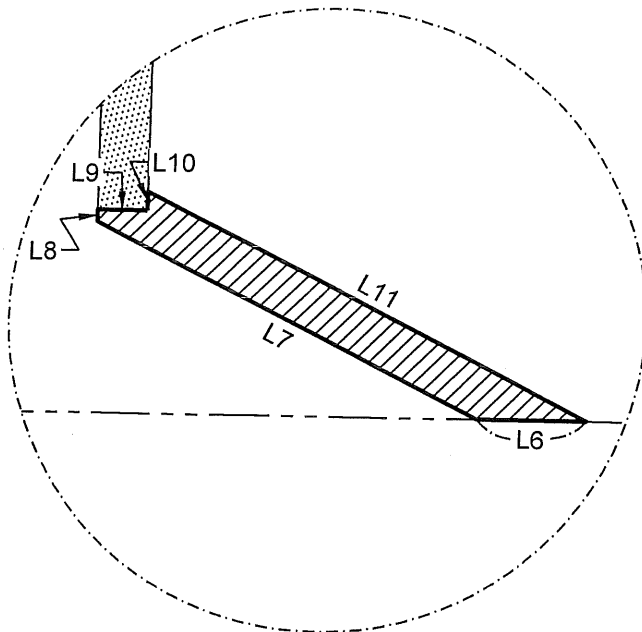
## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF GRANTOR'S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 1998-1081101 M.C.R.**

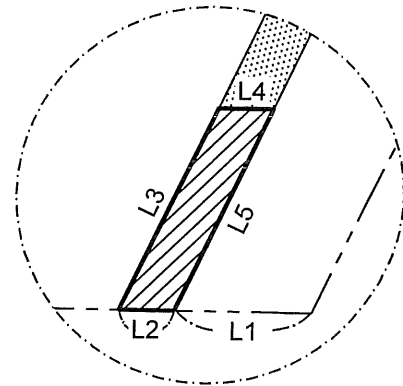
The South half of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that certain property deeded to Maricopa County, a political subdivision of the State of Arizona in Deed recorded March 15, 1973 in Docket 10045, Page 144, of Official Records; and

EXCEPT that portion of said land lying East of the Easterly Right of Way line of Lake Pleasant Road as described in Docket 10045, Page 144, of Official Records.



DETAIL "A"



DETAIL "B"

### LINE TABLE

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N89°16'45"W | 21.89'   |
| L2   | N89°16'45"W | 8.76'    |
| L3   | N24°42'49"E | 36.12'   |
| L4   | S89°16'45"E | 8.76'    |
| L5   | S24°42'49"W | 36.12'   |
| L6   | N89°16'45"W | 17.66'   |

### LINE TABLE

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L7   | N62°21'03"W | 68.71'   |
| L8   | N00°21'19"E | 1.88'    |
| L9   | S89°16'45"E | 8.00'    |
| L10  | N00°21'19"E | 3.04'    |
| L11  | S62°21'03"E | 79.58'   |

### LEGEND

- EASEMENT AREA
- EXISTING APS EASEMENT  
DOC #2000-0995668 MCR
- CENTERLINE
- PROPERTY LINE
- TIE LINE
- MONUMENT
- MCR MARICOPA COUNTY RECORDER
- APN ASSESSORS PARCEL NUMBER
- ROW RIGHT OF WAY

### EXHIBIT "B"

NE 1/4 Sec17 T4N R1E



CITY OF PEORIA PINNACLE  
PEAK PUBLIC SAFETY CAMPUS  
23100 N LAKE PLEASANT ROAD

|                     |                 |
|---------------------|-----------------|
| R/W: M. BOUCHE      | DATE: 8/17/2017 |
| BY: E. SERAFIN      | SCALE: 1" = 30' |
| 200-10-016D EXHIBIT | PAGE 6 OF 6     |



NORTH 1/4 CORNER  
SECTION 17, T4N, R1E

N00° 32' 02"E  
991.94'

649.95'  
(BASIS OF BEARING)  
S89° 14' 44"E 1240.11'  
590.16'

N00° 21' 19"E 330.27'

APN 200-10-016D

SEE DETAIL "A"  
ON PAGE 2 OF 2

SEE DETAIL "B"  
ON PAGE 2 OF 2

N89° 16' 45"W 441.21'

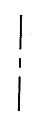
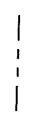
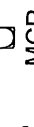
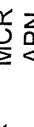
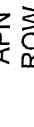
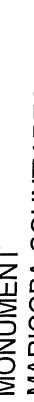
144.00'

LAKE PLEASANT ROAD  
S24° 42' 49"W 361.12'

55' ROW  
FUTURE 75' ROW

EXHIBIT "B"

LEGEND

-  EASEMENT AREA
-  EXISTING APS EASEMENT
-  DOC #2000-0995668 MCR
-  CENTERLINE
-  PROPERTY LINE
-  TIE LINE
-  MONUMENT
-  MCR
-  APN
-  ROW
-  MARICOPA COUNTY RECORDER
-  ASSESSORS PARCEL NUMBER
-  RIGHT OF WAY

NE 1/4 Sec 17 T4N R1E

|                                                                                     |            |                                                                                    |           |
|-------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------|-----------|
|  |            | CITY OF PEORIA PINNACLE<br>PEAK PUBLIC SAFETY CAMPUS<br>23100 N LAKE PLEASANT ROAD |           |
| R/W:                                                                                | M. BOUCHE  | DATE:                                                                              | 8/17/2017 |
| BY:                                                                                 | E. SERAFIN | SCALE:                                                                             | 1" = 80'  |
| 200-10-016D EXHIBIT                                                                 |            | PAGE                                                                               | 5 OF 6    |

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 15C.

Date Prepared: 11/14/2017

Council Meeting Date: 11/28/2017

---

**TO:** Jeff Tyne, City Manager

**THROUGH:** Andy Granger, Deputy City Manager

**FROM:** Adina Lund, P.E., Development and Engineering Director

**SUBJECT:** Final Plat, Four Seasons at Ventana Lakes, 107th Avenue and Beardsley Road

---

**Purpose:**

This is a request for City Council to approve a Final Plat of Four Seasons at Ventana Lakes, located on 107th Avenue & Beardsley Road, and authorize the Mayor and City Clerk to sign and record the Final Plat with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the Development and Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

**Background/Summary:**

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water/sewer service area. This final plat creates a total of 69 new lots within the Ventana Lakes Community. All internal roadways are public and will be maintained by the City.

**Previous Actions:**

The preliminary plat was reviewed by the City and completed in August 2017 and no changes

were made to the proposed Final Plat.

**Options:**

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

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

**Staff Recommendation:**

Discussion and possible action to approve the Final Plat, Four Seasons at Ventana Lakes, located at 107th Avenue and Beardsley Road, subject to stipulations.

**Fiscal Analysis:**

There is no direct budgetary impact to the City to approve the Final Plat.

**Narrative:**

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

**ATTACHMENTS:**

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

**Contact Name and Number:**

Jodi Breyfogle, P.E., 623-773-7577



FINAL PLAT FOR  
"FOUR SEASONS AT VENTANA LAKES"  
BEING A SUBDIVISION OF A PORTION LYING WITHIN THE NORTHEAST QUARTER OF  
SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4  
NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF  
PEORIA, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA )  
COUNTY OF MARICOPA )  
SS

KNOW ALL PERSONS BY THESE PRESENTS  
THAT K. HOWANAN AT VENTANA LAKES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY REDDITE TO THE CITY OF PEORIA, THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE BEING A SUBDIVISION LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA. AND FOR THE PLAT OF SAID PLAT, PLAT FOR FOUR SEASONS AT VENTANA LAKES, DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID EASEMENT AND STREET CONVEYING SAME, AND THAT EACH LOT TRACT AND STREET SHALL BE BOUND BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED MEMBERS, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

K. HOWANAN AT VENTANA LAKES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY REDDITE TO THE CITY OF PEORIA, THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE BEING A SUBDIVISION LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA. AND FOR THE PLAT OF SAID PLAT, PLAT FOR FOUR SEASONS AT VENTANA LAKES, DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID EASEMENT AND STREET CONVEYING SAME, AND THAT EACH LOT TRACT AND STREET SHALL BE BOUND BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED MEMBERS, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

K. HOWANAN AT VENTANA LAKES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY REDDITE TO THE CITY OF PEORIA, THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE BEING A SUBDIVISION LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA. AND FOR THE PLAT OF SAID PLAT, PLAT FOR FOUR SEASONS AT VENTANA LAKES, DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID EASEMENT AND STREET CONVEYING SAME, AND THAT EACH LOT TRACT AND STREET SHALL BE BOUND BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED MEMBERS, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

K. HOWANAN AT VENTANA LAKES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY REDDITE TO THE CITY OF PEORIA, THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE BEING A SUBDIVISION LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA. AND FOR THE PLAT OF SAID PLAT, PLAT FOR FOUR SEASONS AT VENTANA LAKES, DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID EASEMENT AND STREET CONVEYING SAME, AND THAT EACH LOT TRACT AND STREET SHALL BE BOUND BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED MEMBERS, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

K. HOWANAN AT VENTANA LAKES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY REDDITE TO THE CITY OF PEORIA, THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE BEING A SUBDIVISION LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA. AND FOR THE PLAT OF SAID PLAT, PLAT FOR FOUR SEASONS AT VENTANA LAKES, DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID EASEMENT AND STREET CONVEYING SAME, AND THAT EACH LOT TRACT AND STREET SHALL BE BOUND BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED MEMBERS, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THIS SEL AND CONVEYED TO THE CITY OF PEORIA, THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE BEING A SUBDIVISION LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA. AND FOR THE PLAT OF SAID PLAT, PLAT FOR FOUR SEASONS AT VENTANA LAKES, DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID EASEMENT AND STREET CONVEYING SAME, AND THAT EACH LOT TRACT AND STREET SHALL BE BOUND BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED MEMBERS, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

DEDICATION (CONTINUED)

NOTED AND EXEMPT THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED EASEMENTS, AS MAY EXTEND OVER SAID EASEMENT SO AS TO PRESENT THE SAME FROM THE USE THEREOF, AS MAY BE NECESSARY FOR THE PROTECTION OF SAID WATER WATER AND SEWER LINES, SHALL NOT BE RESPONSIBLE FOR REMOVING ANY LANDSCAPING OR EXCEPT NOTED HEREIN.

K. HOWANAN AT VENTANA LAKES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY REDDITE TO THE CITY OF PEORIA, THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE BEING A SUBDIVISION LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA. AND FOR THE PLAT OF SAID PLAT, PLAT FOR FOUR SEASONS AT VENTANA LAKES, DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID EASEMENT AND STREET CONVEYING SAME, AND THAT EACH LOT TRACT AND STREET SHALL BE BOUND BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED MEMBERS, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

K. HOWANAN AT VENTANA LAKES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY REDDITE TO THE CITY OF PEORIA, THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE BEING A SUBDIVISION LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA. AND FOR THE PLAT OF SAID PLAT, PLAT FOR FOUR SEASONS AT VENTANA LAKES, DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID EASEMENT AND STREET CONVEYING SAME, AND THAT EACH LOT TRACT AND STREET SHALL BE BOUND BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED MEMBERS, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

K. HOWANAN AT VENTANA LAKES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY REDDITE TO THE CITY OF PEORIA, THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE BEING A SUBDIVISION LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA. AND FOR THE PLAT OF SAID PLAT, PLAT FOR FOUR SEASONS AT VENTANA LAKES, DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID EASEMENT AND STREET CONVEYING SAME, AND THAT EACH LOT TRACT AND STREET SHALL BE BOUND BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED MEMBERS, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

K. HOWANAN AT VENTANA LAKES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY REDDITE TO THE CITY OF PEORIA, THE RIGHT-OF-WAY AS SHOWN HEREON, FOR THE BEING A SUBDIVISION LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA. AND FOR THE PLAT OF SAID PLAT, PLAT FOR FOUR SEASONS AT VENTANA LAKES, DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID EASEMENT AND STREET CONVEYING SAME, AND THAT EACH LOT TRACT AND STREET SHALL BE BOUND BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED MEMBERS, EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

FINAL PLAT FOR

"FOUR SEASONS AT VENTANA LAKES"

BEING A SUBDIVISION OF A PORTION LYING WITHIN THE NORTHEAST QUARTER OF  
SECTION 30, AND WITHIN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4  
NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF  
PEORIA, MARICOPA COUNTY, ARIZONA

VENTANA LAKES PROPERTY OWNERS'  
ASSOCIATION RATIFICATION AND CONSENT

STATE OF ARIZONA )  
COUNTY OF MARICOPA )  
SS  
THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS  
MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

VENTANA LAKES PROPERTY OWNERS'  
ASSOCIATION RATIFICATION AND CONSENT  
ACKNOWLEDGEMENT

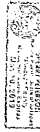
ON THIS 10 DAY OF November 2017, BEFORE ME, THE UNDERSIGNED NOTARY  
PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED  
[Redacted Signature]  
[Redacted Name]  
[Redacted Address]  
[Redacted City, State, Zip]  
[Redacted Phone Number]  
[Redacted Email Address]  
[Redacted Signature]  
[Redacted Name]  
[Redacted Address]  
[Redacted City, State, Zip]  
[Redacted Phone Number]  
[Redacted Email Address]



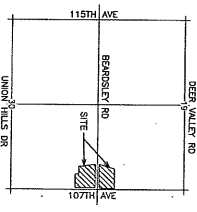
DEDICATION ACKNOWLEDGEMENT

STATE OF ARIZONA )  
COUNTY OF MARICOPA )  
SS

ON THIS 10 DAY OF November 2017, BEFORE ME, THE UNDERSIGNED NOTARY  
PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED  
[Redacted Signature]  
[Redacted Name]  
[Redacted Address]  
[Redacted City, State, Zip]  
[Redacted Phone Number]  
[Redacted Email Address]  
[Redacted Signature]  
[Redacted Name]  
[Redacted Address]  
[Redacted City, State, Zip]  
[Redacted Phone Number]  
[Redacted Email Address]



COUNTY RECORDER



VICINITY MAP  
(NOT TO SCALE)

OWNERS

K. HOWANAN AT VENTANA LAKES, LLC  
4550 NORTH 12TH STREET  
SUITE 250  
PHOENIX, AZ 85016  
CONTACT: CHUCK CHISOLM

ENGINEER

COE & VAN LOO CONSULTANTS, INC.  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
P.O. BOX 254-0251  
P.O. BOX 254-0251  
CONTACT: CHUCK CHISOLM

SITE AREA

84,126 SQUARE FEET OR 1.933 ACRES

ZONING

R1C AND  
ZONING CASE # 217-01

FLOOD ZONE INFORMATION

ZONE 7: 12% ANNUAL CHANCE FLOOD AREAS OF 1% ANNUAL CHANCE FLOOD WITH  
AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ANALYSIS FLOOD.  
PER FLOOD INSURANCE RATE MAP NUMBER 40124L, MARICOPA COUNTY, DATED  
OCTOBER 16, 2016  
FLOOD ZONE DESIGNATION PROVIDED BY FEDERAL EMERGENCY MANAGEMENT  
AGENCY.

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF PEORIA, ARIZONA, ON THIS  
DAY OF November 2017.

BY: MAYOR

ATTEST: CITY CLERK

FOR CITY ENGINEER

CERTIFICATION

I, RICHARD G. ALCOCK, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR  
IN THE STATE OF ARIZONA, THAT THIS MAP CONSISTS OF FOUR (4) SHEETS,  
SHOWING THE NORTH OF HONORABLE 2017, SAID MAP SHOWS THE SUBDIVISION  
AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS  
ARE SUBJECT TO CHANGE THE SURVEY TO BE REFLECTED.

BY: RICHARD G. ALCOCK  
REGISTERED LAND SURVEYOR  
4550 N. 12TH STREET  
PHOENIX, ARIZONA 85014  
CONTACT: CHUCK CHISOLM



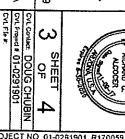
FINAL PLAT  
FOUR SEASONS AT VENTANA LAKES  
PEORIA, ARIZONA

Coe & Van Loo Consultants, Inc.

CVL  
CONSULTANTS  
4550 North 12th Street  
Phoenix, Arizona 85014  
602-264-6831  
www.cvlcl.com



| CURVE TABLE |         |        |            |         |        |               |
|-------------|---------|--------|------------|---------|--------|---------------|
| NO.         | LENGTH  | RADIUS | DELTA      | TANGENT | CHORD  | CHORD BEARING |
| C1          | 16.65'  | 55.00' | 017°20'29" | 8.39'   | 16.68' | S81°11'50"E   |
| C2          | 119.69' | 55.00' | 124°40'56" | 104.94' | 97.43' | S44°37'55"W   |
| C3          | 16.65'  | 55.00' | 017°20'29" | 8.39'   | 16.59' | N09°02'20"W   |



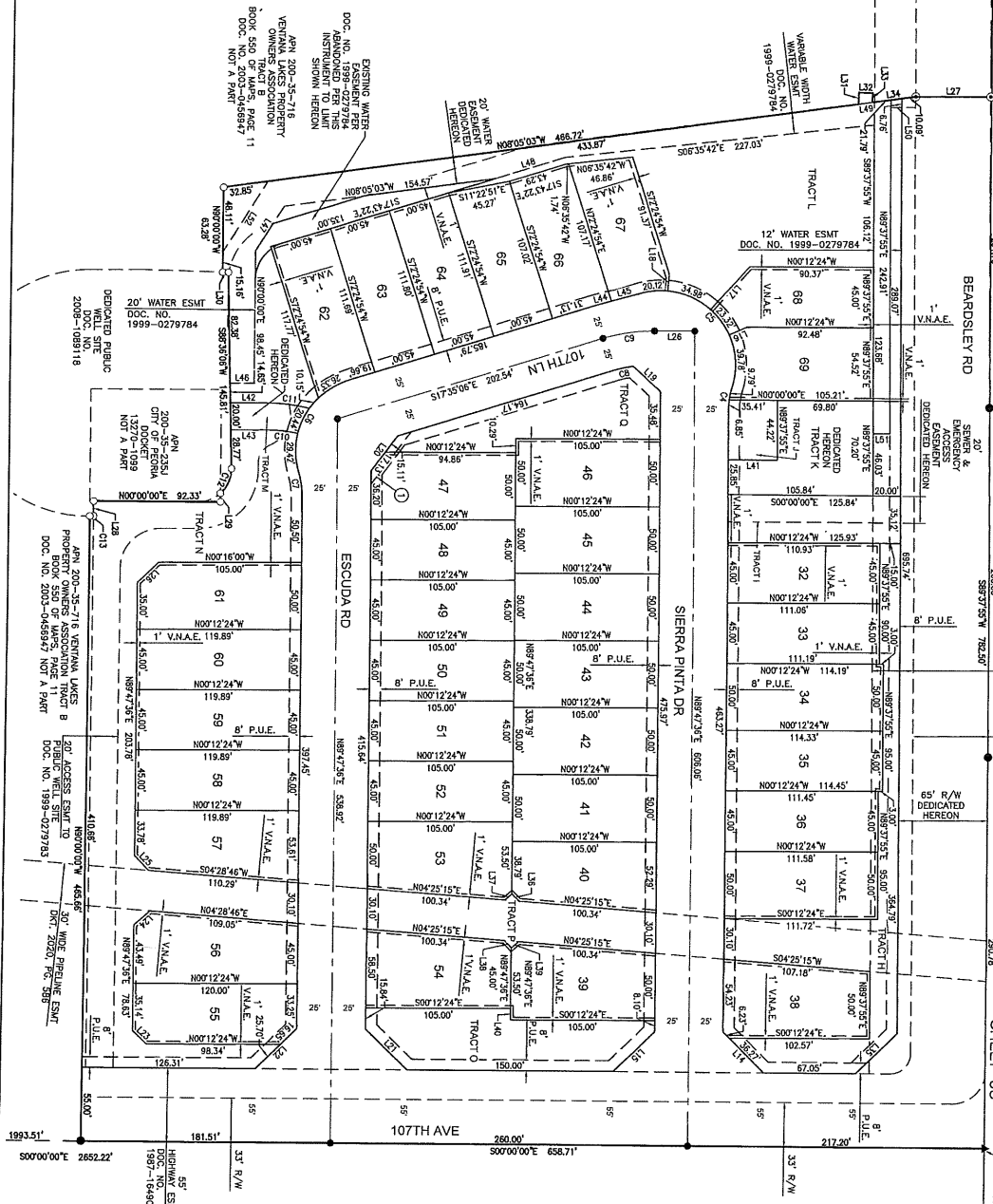
| NO. | REVISION | DATE |
|-----|----------|------|
|     |          |      |
|     |          |      |
|     |          |      |

**Coe & Van Loo Consultants, Inc.**

**CVL**  
CONSULTANTS  
4550 North 12th Street  
Phoenix, Arizona 85014  
602-264-6831  
[www.cvlci.com](http://www.cvlci.com)

| LINE TABLE |             |        |  |
|------------|-------------|--------|--|
| NO.        | BEARING     | LENGTH |  |
| L14        | N44°31'48"E | 42.50' |  |
| L15        | S46°06'12"E | 42.35' |  |
| L16        | N42°18'38"W | 14.02' |  |
| L17        | N48°30'12"W | 42.88' |  |
| L18        | N88°02'21"W | 12.61' |  |
| L19        | N43°02'23"E | 27.41' |  |
| L20        | S55°35'45"E | 32.23' |  |
| L21        | N44°33'48"E | 42.50' |  |
| L22        | S46°06'12"E | 42.35' |  |
| L23        | N44°47'38"E | 13.58' |  |
| L24        | S42°51'28"E | 15.39' |  |
| L25        | S47°08'32"W | 14.71' |  |
| L26        | S46°12'24"E | 21.06' |  |
| L27        | N00°22'05"W | 55.00' |  |
| L28        | S00°00'00"W | 11.09' |  |
| L29        | N00°00'00"W | 6.31'  |  |
| L30        | S01°37'08"W | 4.20'  |  |
| L31        | N08°34'05"W | 8.89'  |  |
| L32        | N01°25'55"E | 10.00' |  |
| L33        | S08°34'05"E | 7.00'  |  |
| L34        | N08°05'03"W | 31.88' |  |
| L35        | N45°11'03"W | 42.28' |  |
| L36        | N47°06'25"E | 7.35'  |  |
| L37        | N42°33'35"W | 6.78'  |  |
| L38        | N47°06'25"E | 7.35'  |  |
| L39        | N42°33'35"W | 6.78'  |  |
| L40        | N89°47'28"E | 8.50'  |  |
| L41        | S00°12'24"E | 35.88' |  |
| L42        | S00°12'24"E | 27.20' |  |
| L43        | N00°12'24"W | 28.78' |  |
| L44        | N15°59'59"W | 13.88' |  |
| L45        | N15°59'59"W | 21.80' |  |
| L46        | S00°00'00"E | 17.78' |  |
| L47        | N88°20'05"W | 39.28' |  |
| L48        | S17°43'22"E | 53.15' |  |
| L49        | S00°05'03"E | 10.14' |  |
| L50        | S00°00'00"E | 8.00'  |  |
| L51        | S00°22'05"E | 12.00' |  |
| L52        | S56°20'05"E | 81.98' |  |

| CURVE TABLE |         |         |            |
|-------------|---------|---------|------------|
| NO.         | LENGTH  | RADIUS  | DELTA      |
| C4          | 16.60'  | 55.00'  | 077°20'29" |
| C5          | 118.60' | 55.00'  | 123°07'53" |
| C6          | 86.35'  | 55.00'  | 089°57'14" |
| C7          | 16.64'  | 55.00'  | 017°19'55" |
| C8          | 14.67'  | 100.00' | 008°24'23" |
| C9          | 37.91'  | 125.00' | 017°22'41" |
| C10         | 22.43'  | 100.00' | 012°50'56" |
| C11         | 30.83'  | 120.33' | 014°40'49" |
| C12         | 20.45'  | 24.00'  | 048°45'40" |
| C13         | 2.67'   | 91.50'  | 001°40'25" |



FINAL PLAT

FOUR SEASONS AT VENTANA LAKES

PEORIA, ARIZONA

NO.

REVISION

DATE

4 OF 4

SHEET

PEORIA PROJECT R170098

SEE SHEET 2 FOR LOT AREA TABLE

CVL CONSULTANTS

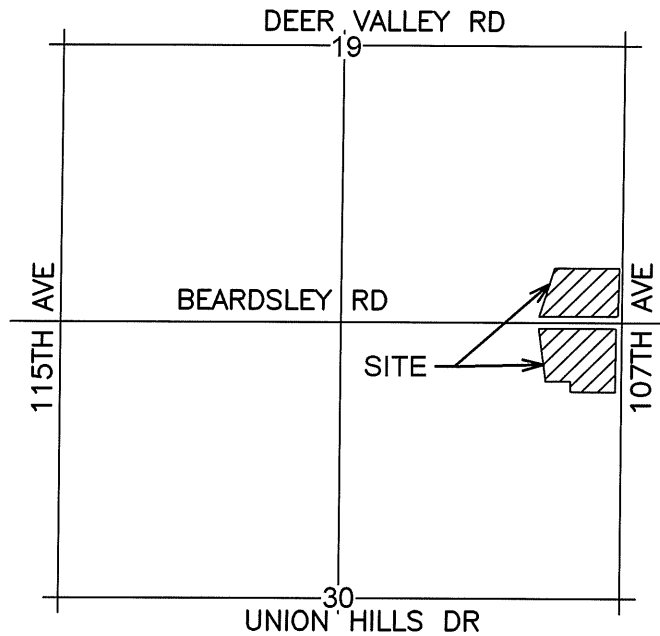
4550 North 12th Street

Phoenix, Arizona 85014

602-264-6831

www.cvlci.com

COUNTY RECORDER



|                                                                                                                                   |                                 |                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------|
| NOT TO SCALE                                                                                                                      | "FOUR SEASONS AT VENTANA LAKES" |  |
| EXHIBIT                                                                                                                           |                                 |                                                                                       |
| 4550 North 12th Street<br>Phoenix, Arizona 85014<br>Phone 602-264-6831<br><a href="http://www.cvlci.com">http://www.cvlci.com</a> | VICINITY MAP                    | 1 OF 1                                                                                |

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 16C.

Date Prepared: 11/6/2017

Council Meeting Date: 11/28/2017

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Final Plat, Peoria Animal Hospital, 89th Avenue and Peoria Avenue

---

**Purpose:**

This is a request for City Council to approve a Final Plat of Peoria Animal Hospital, located on 89th Avenue and Peoria 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 stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the Development and Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

**Background/Summary:**

The purpose of the Final Plat is to combine several parcels into one for commercial use. 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 developing this land.

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

**Staff Recommendation:**

Discussion and possible action to approve the Final Plat of Peoria Animal Hospital, located at 89th Avenue and Peoria 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

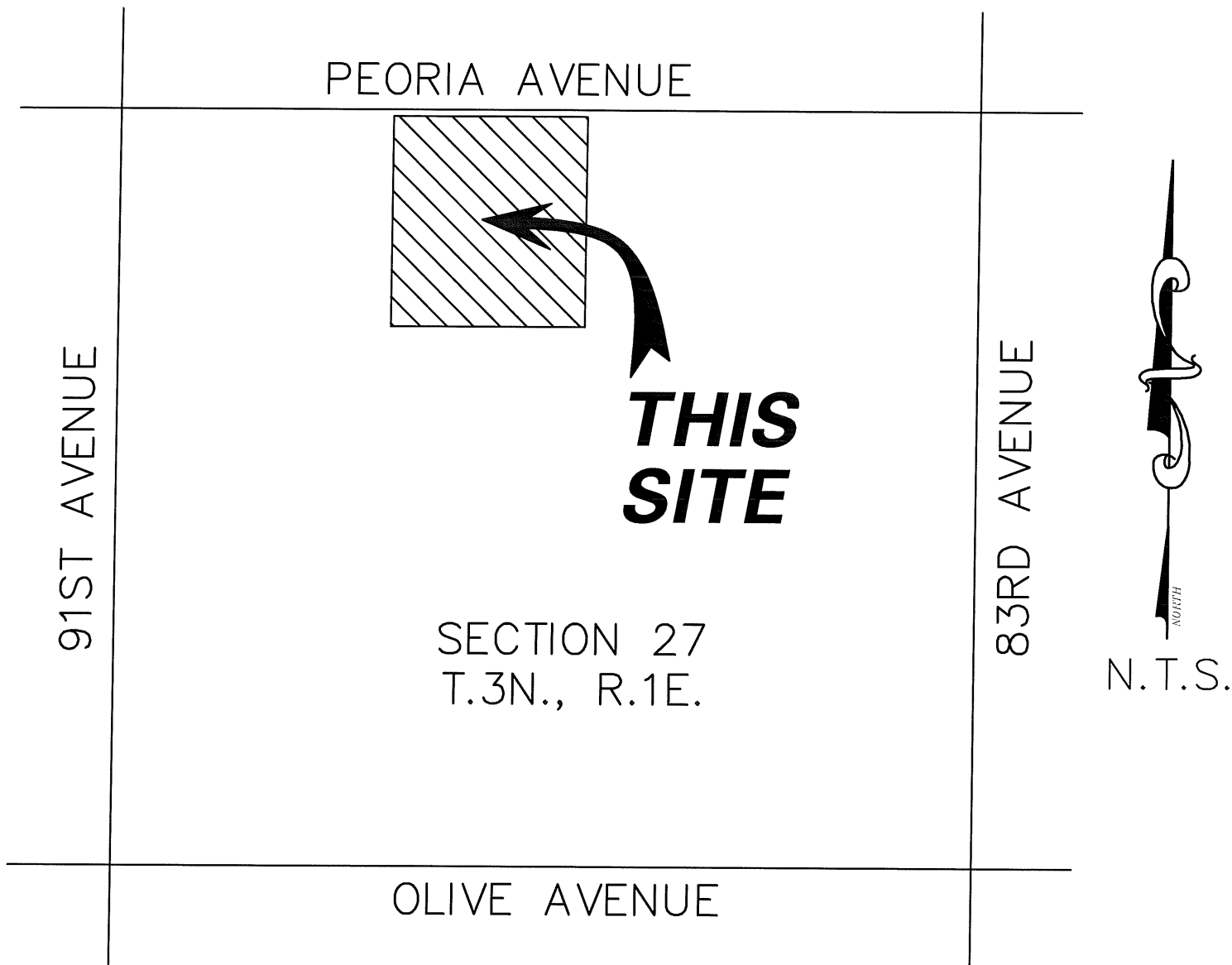
**Contact Name and Number:**

Jodi Breyfogle, PE, (623) 773-7577









## **VICINITY MAP:**

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 17C.

Date Prepared: 11/6/2017

Council Meeting Date: 11/28/2017

---

**TO:** Jeff Tyne, City Manager

**THROUGH:** Andy Granger, Deputy City Manager

**FROM:** Adina Lund, P.E., Development and Engineering Director

**SUBJECT:** Final Plat, Pinnacle Peak Public Safety Campus, 102nd Avenue and Lake Pleasant Parkway

---

**Purpose:**

This is a request for City Council to approve a Final Plat of Pinnacle Peak Public Safety Campus, located on 102nd Avenue and Lake Pleasant Parkway, 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 plat a subdivision for municipal use. This development is within the City's water/sewer service area. This final plat creates a total of 1 lot for municipal use. All necessary easements and right of way are being dedicated.

**Previous Actions:**

There have been no previous actions.

**Options:**

**A:** The Final Plat has been approved through the Development and Engineering Department. An option would be to not accept the proposed Final Plat; although it should be noted that not approving the Final Plat will prevent the necessary easements from being dedicated.

**B:** The other option would be to formally approve the Final Plat and allow the easements to be dedicated.

**Staff Recommendation:**

Discussion and possible action to approve the Final Plat of Pinnacle Peak Public Safety Campus, located at 102nd Avenue and Lake Pleasant Parkway, 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 municipal parcel to be created and all necessary easements to be dedicated.

**ATTACHMENTS:**

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

**Contact Name and Number:**

Jodi Breyfogle, PE, (623) 773-7577

KNOW ALL MEN BY THESE PRESENTS

[illegible]

Township 4 North, Range 1 East, of the Gila and Salt River Meridian Maricopa County, City of Peoria, Arizona, described as follows:

Commenced at the north quarter corner of said Section 17, being marked with a 3 inch brass cap, as described in Meritago County Recorders Office (MCR) book 1240, page 23 (monument number 2); from which, for a bearing reference, the northeast corner of said Section 17, being marked with a 3 inch Meritago County Highway Department cap, as described in said MCR book 1240, page 25, bearing South 89° 06' 47" East, 2397.47 feet;

THIS SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DEPICTED WITH THE FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR MARICOPA COUNTY, ARIZONA, ON COMMUNITY PANEL NO. 0601302135, DATED OCTOBER 18, 2013. THE SUBJECT PROPERTY IS WITHIN ZONE "X" DEPICTED AS AREAS OF 0.25 ANNUAL CHANCE OF FLOOD. AREAS OF 15 ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND ARE PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

THIS SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DEPICTED WITH THE FIRM FLOOD INSURANCE RATE MAP (FIRM) FOR MARICOPA COUNTY, ARIZONA, ON COMMUNITY PANEL NO. 0601302135, DATED OCTOBER 18, 2013. THE SUBJECT PROPERTY IS WITHIN ZONE "X" DEPICTED AS AREAS OF 0.25 ANNUAL CHANCE OF FLOOD. AREAS OF 15 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.

DATE OF \_\_\_\_\_  
 \_\_\_\_\_  
 JSS  
 QUANTITY OF \_\_\_\_\_  
 \_\_\_\_\_  
 BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 THAT

DATE OF \_\_\_\_\_  
 \_\_\_\_\_  
 JSS  
 QUANTITY OF \_\_\_\_\_  
 \_\_\_\_\_  
 BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 THAT

NOTARY PUBLIC

NOTARY PUBLIC

1

1

**"PINNACLE PEAK PUBLIC SAFETY CAMPUS"**  
A COMMERCIAL SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER  
OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST  
OF THE GILA AND SALT RIVER MERIDIAN, CITY OF PECORIA  
LOCATED IN MARICOPA COUNTY, ARIZONA

| TABLE OF AREA(S) |             |        |
|------------------|-------------|--------|
| NAME             | SQUARE FEET | ACRES  |
| LOT 1            | 803,422     | 13.853 |
| NEW 102nd R/W    | 9,256       | 0.190  |
| NEW Lpwy R/W     | 10,183      | 0.234  |

CRS = CONSULTANT REGISTERED SURVEYING  
 RLS = REGISTERED LAND SURVEYOR  
 MOR = MARICOPA COUNTY RECORDERS OFFICE  
 CDACS = GEODETIC DENSIFICATION AND CADASTRAL SURVEY  
 GDSNIN = GILA AND SALT RIVER MERIDIAN  
 R/W = RIGHT OF WAY  
 N.W. = NORTHWEST  
 N.E. = NORTHEAST  
 S.W. = SOUTHWEST

CRS = CONSULTANT REGISTERED SURVEYING  
 RLS = REGISTERED LAND SURVEYOR  
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 GDSNIN = GILA AND SALT RIVER MERIDIAN  
 R/W = RIGHT OF WAY  
 N.W. = NORTHWEST  
 N.E. = NORTHEAST  
 S.W. = SOUTHWEST

CITY OF PEORIA, FEE INTEREST IN ASSESSOR  
PARCELS 2001-10-018D, 200-10-034C, 200-10-0333  
AND 200-10-013E  
23100 N. LAKE PLEASANT ROAD  
PEORIA, ARIZONA 85345

CITY OF PEORIA, FEE INTEREST IN ASSESSOR  
PARCELS 2001-10-018D, 200-10-034C, 200-10-0333  
AND 200-10-013E  
23100 N. LAKE PLEASANT ROAD  
PEORIA, ARIZONA 85345

100

100

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011

DATE: 10/31/2018

DATE: 10/31/2018

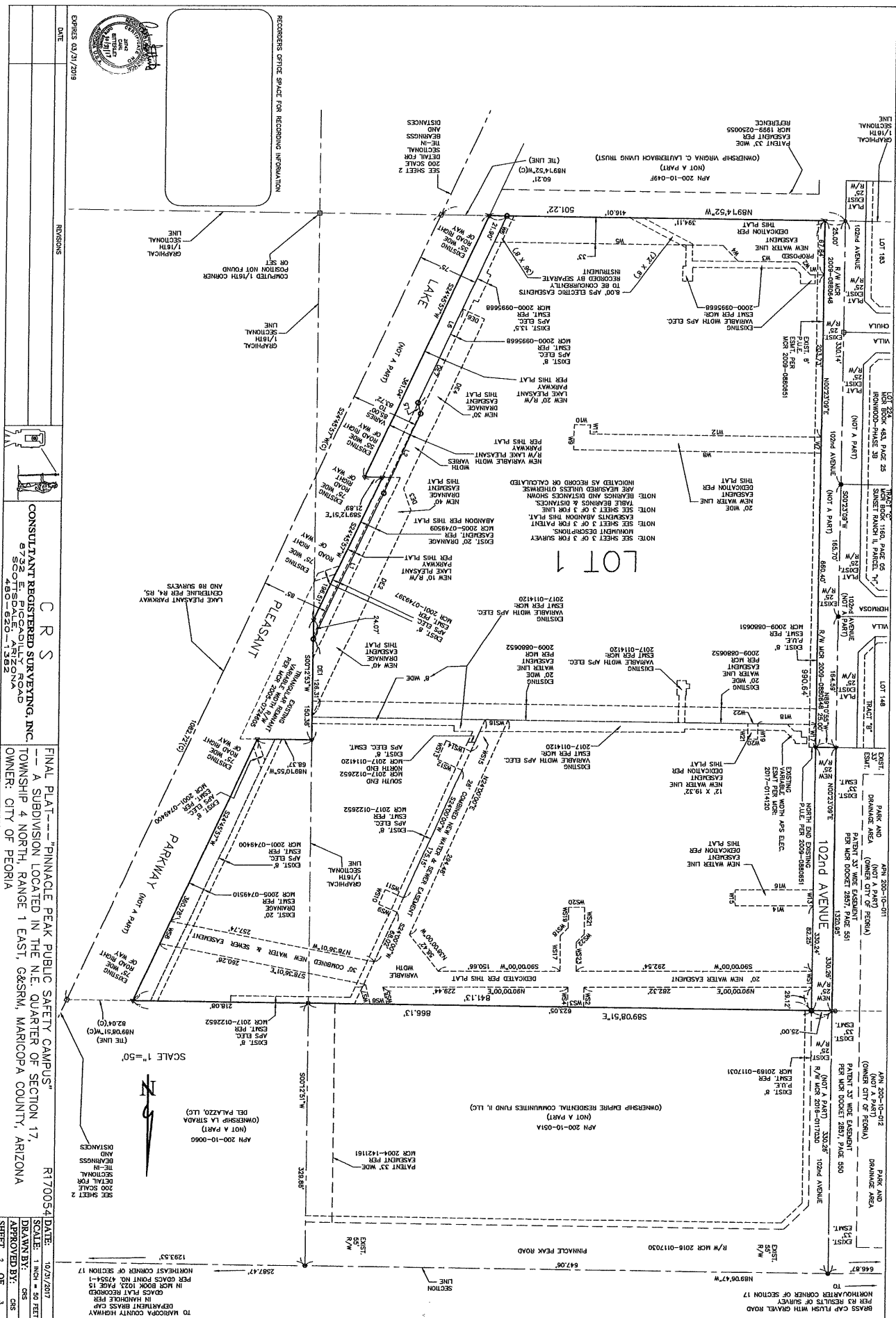
9780750679224

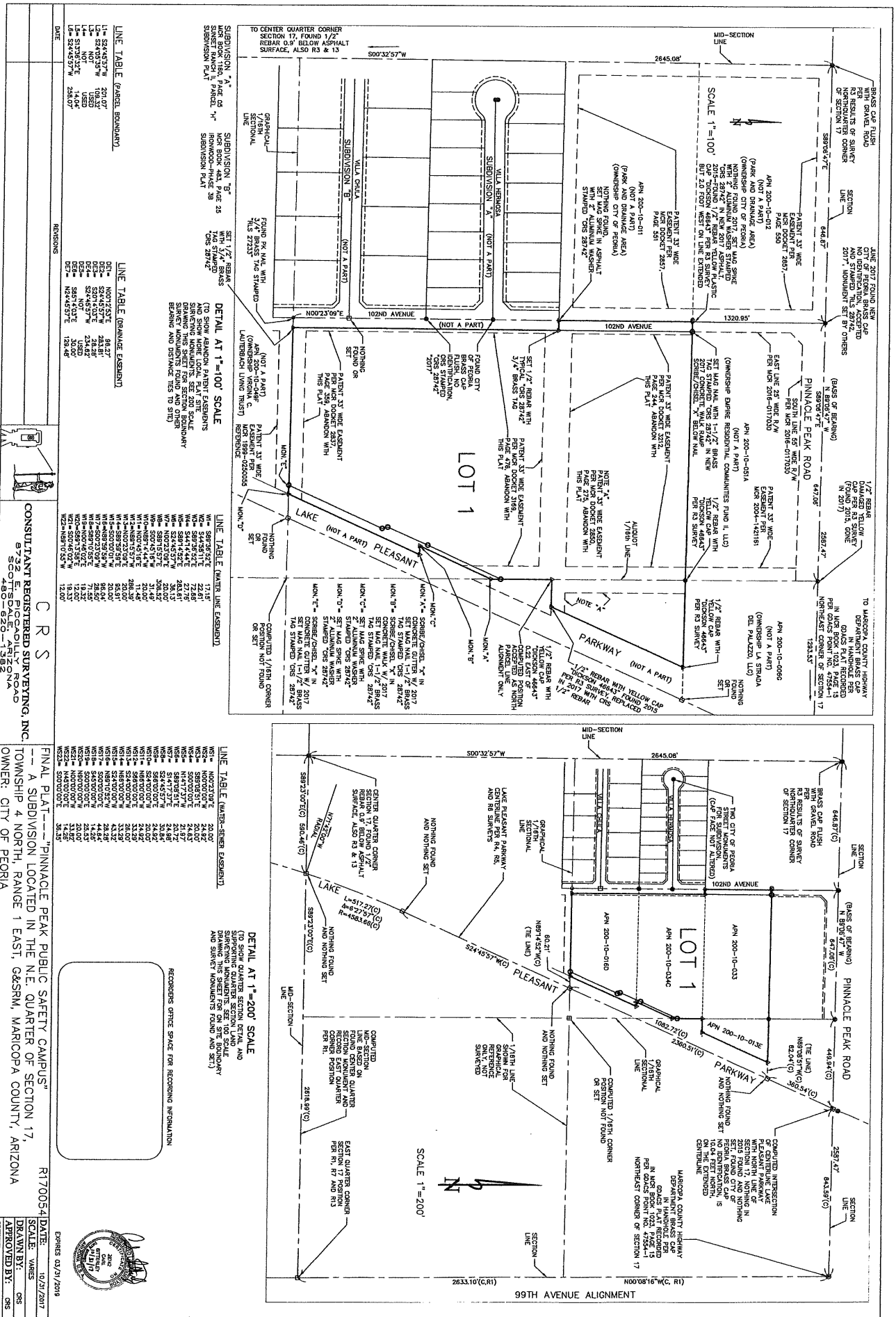
9780750679224

|           |          |
|-----------|----------|
| DATE:     | 10/31/20 |
| SCALE:    | VARIABLE |
| DRAWN BY: | CH       |

|           |          |
|-----------|----------|
| DATE:     | 10/31/20 |
| SCALE:    | VARIABLE |
| DRAWN BY: | CH       |

**SHEET 1 OF**





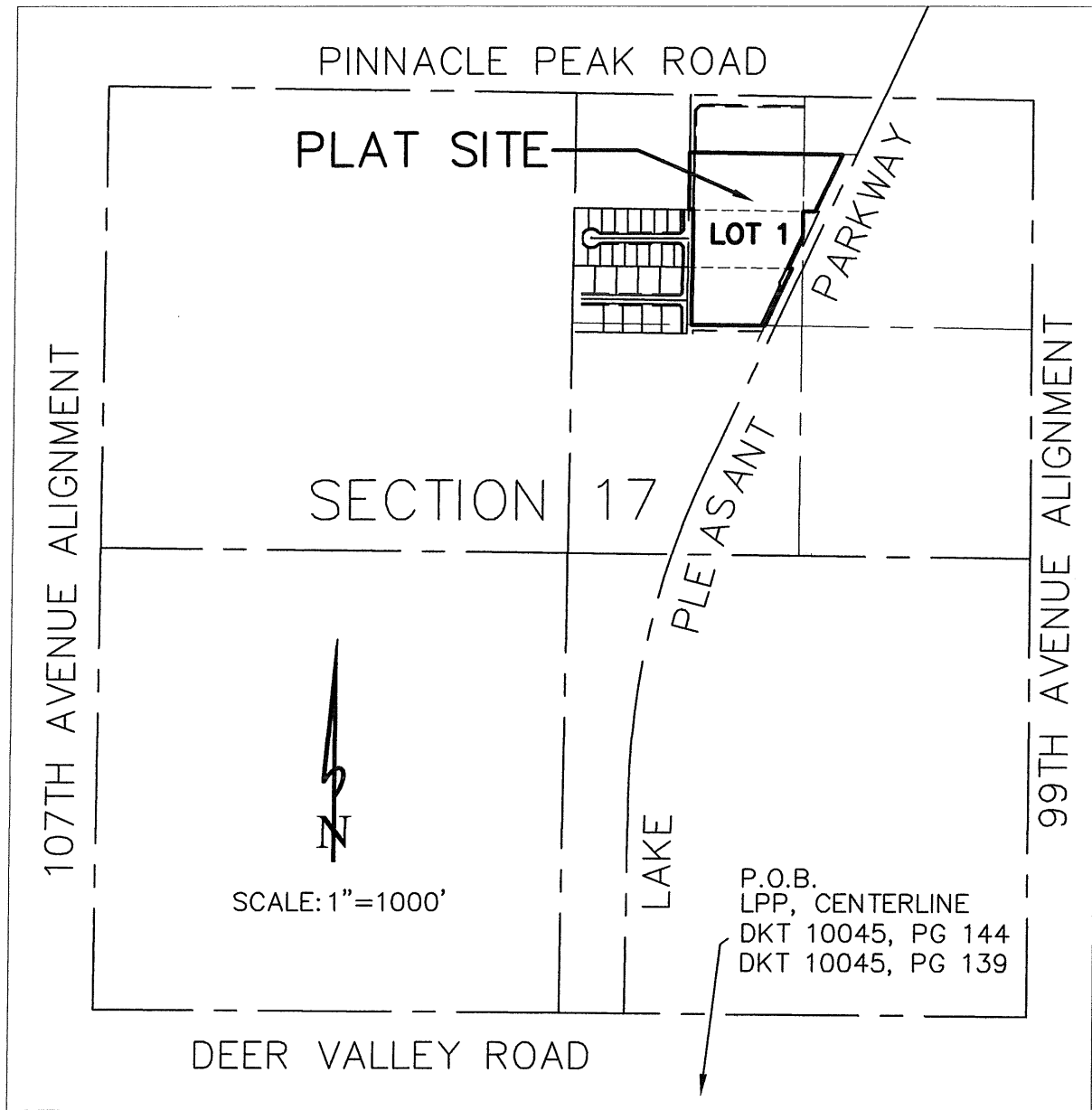
CONSULTANT REGISTERED SURVEYING, INC.  
8732 E. PISCATAWAY ROAD  
SUITE 400-650-1352

FINAL PLAT--"PINNACLE PEAK PUBLIC SAFETY CAMPUS"  
-- A SUBDIVISION LOCATED IN THE NE QUARTER OF SECTION 17,  
TOWNSHIP 4 NORTH, RANGE 1 EAST, G&SRM, MARICOPA COUNTY, ARIZONA  
OWNER: CITY OF PEORIA

DATE: 02/21/2018



SCALE: 1"=200'  
DRAWN BY: GRS  
APPROVED BY: GRS  
SHEET 3 OF 3



VICINITY MAP



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 18C.

Date Prepared: 10/24/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Final Plat, Saguaro Motors, 92nd Drive and Grand Avenue

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**Purpose:**

This is a request for City Council to approve a Final Plat of Saguaro Motors, located on 92nd Drive and Grand 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 two commercial lots into one. 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 further developing this land.

**B:** The other option would be to formally approve the Final Plat and allow this parcel to continue to be developed.

**Staff Recommendation:**

Discussion and possible action to approve the Final Plat of Saguaro Motors, located at 92nd Drive and Grand 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 further developing this property.

**ATTACHMENTS:**

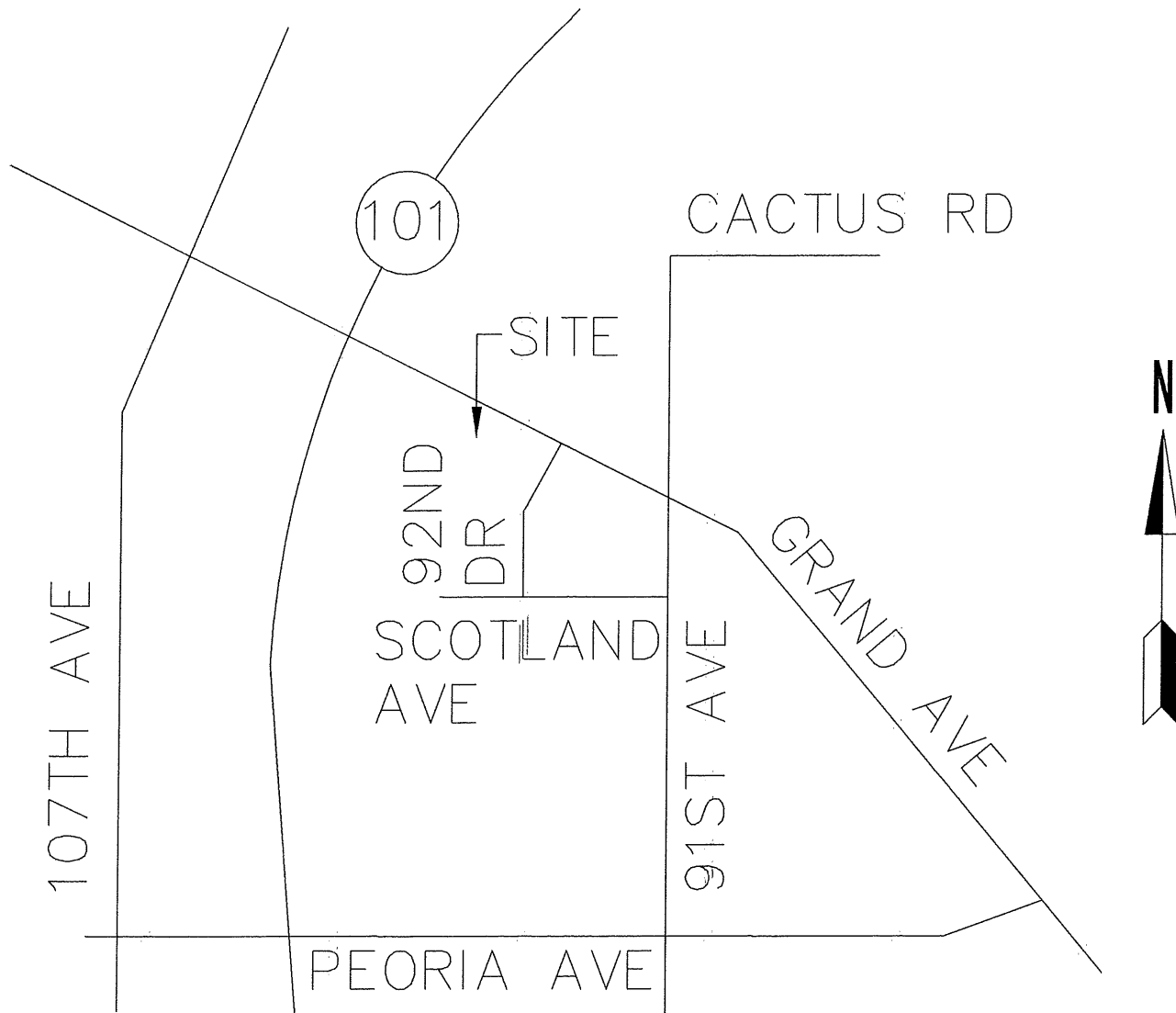
Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

**Contact Name and Number:**

Jodi Breyfogle, PE, CFM, (623) 773-7577





## VICINITY MAP

N.T.S.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 19C.

Date Prepared: 10/24/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Condominium Replat, A Portion of Building F of Stonegate Office Park  
Condominium, 83rd Avenue and Thunderbird Road

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**Purpose:**

This is a request for City Council to approve a Condominium Replat of A Portion of Building F of Stonegate Office Park Condominium, located on 83rd Avenue north of Thunderbird Road, and authorize the Mayor and City Clerk to sign and record the Condominium Replat with the Maricopa County Recorder's Office subject to the following stipulation:

In the event that the Condominium Replat is not recorded within 60 days of Council approval, the Condominium 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 Condominium Replat is to combine four condo units into one for commercial use. The Stonegate Office Park condo plat was originally set up with individual units identified within buildings throughout the site. As sales take place in the condominium subdivision, reconfigurations of the units may be necessary (shifting of unit lines, combining of units, etc.)

This development is located within the City's water/sewer service area.

**Previous Actions:**

The Stonegate Office Park condo plat was recorded in Book 799 Page 31 in December 2005.

**Options:**

**A:** The Condominium Replat has been approved through the Economic Development Services Department. An option would be to not accept the proposed Condominium Replat; although it should be noted that not approving the Condominium Replat will hinder the business owner from developing this condo unit.

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

**Staff Recommendation:**

Discussion and possible action to approve the Condominium Replat, A Portion of Building F of Stonegate Office Park Condominium, located at 83rd Avenue and Thunderbird Road, subject to stipulations.

**Fiscal Analysis:**

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

**Narrative:**

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

**ATTACHMENTS:**

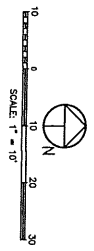
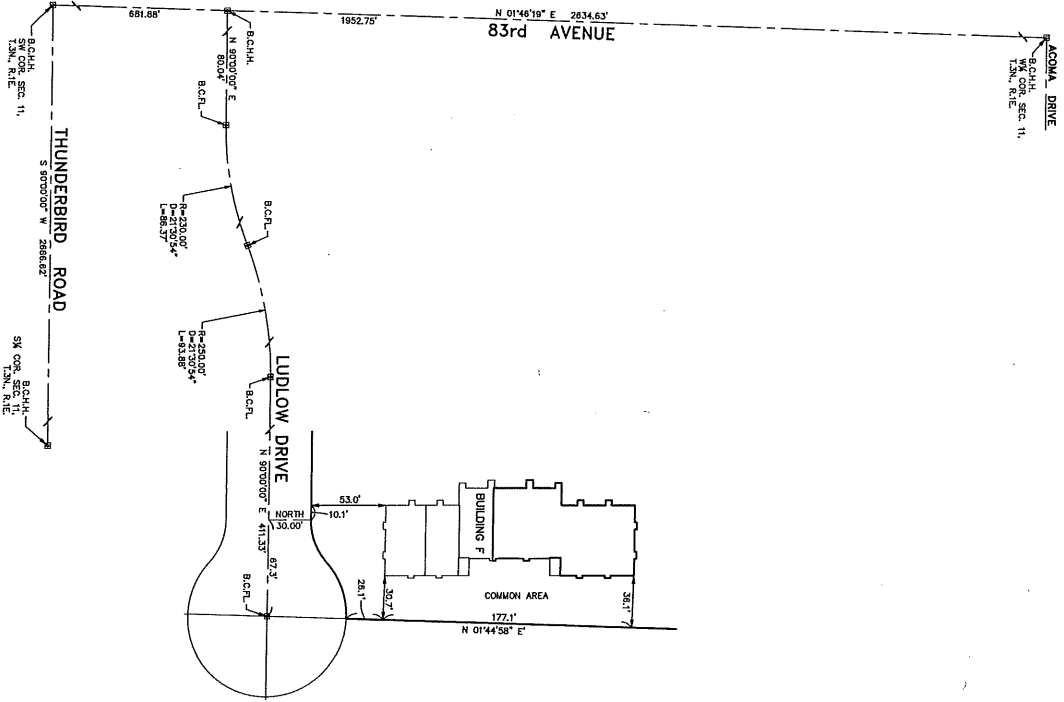
Exhibit 1: Condominium Replat

Exhibit 2: Vicinity Map

**Contact Name and Number:**

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





**BUILDING F**  
9,107 S.F.



R170084

Date: 09/28/17

Sheet 2 OF 2

**DRW ENGINEERING, INC.**  
10320 West McDowell Road, Suite K-1136  
Avondale, Arizona 85392  
Phone: (623)478-8800 Fax: (623)478-8841  
E-mail: daniel@drwengineering.com

**CONDOMINIUM PLAT**

**BUILDING F OF STONEGATE OFFICE PARK CONDOMINIUM**  
14155 N. 83rd Avenue  
PEORIA, ARIZONA

Design: COW  
Drawn: VSP  
Scale: 1" = 10'  
Job #: 17003

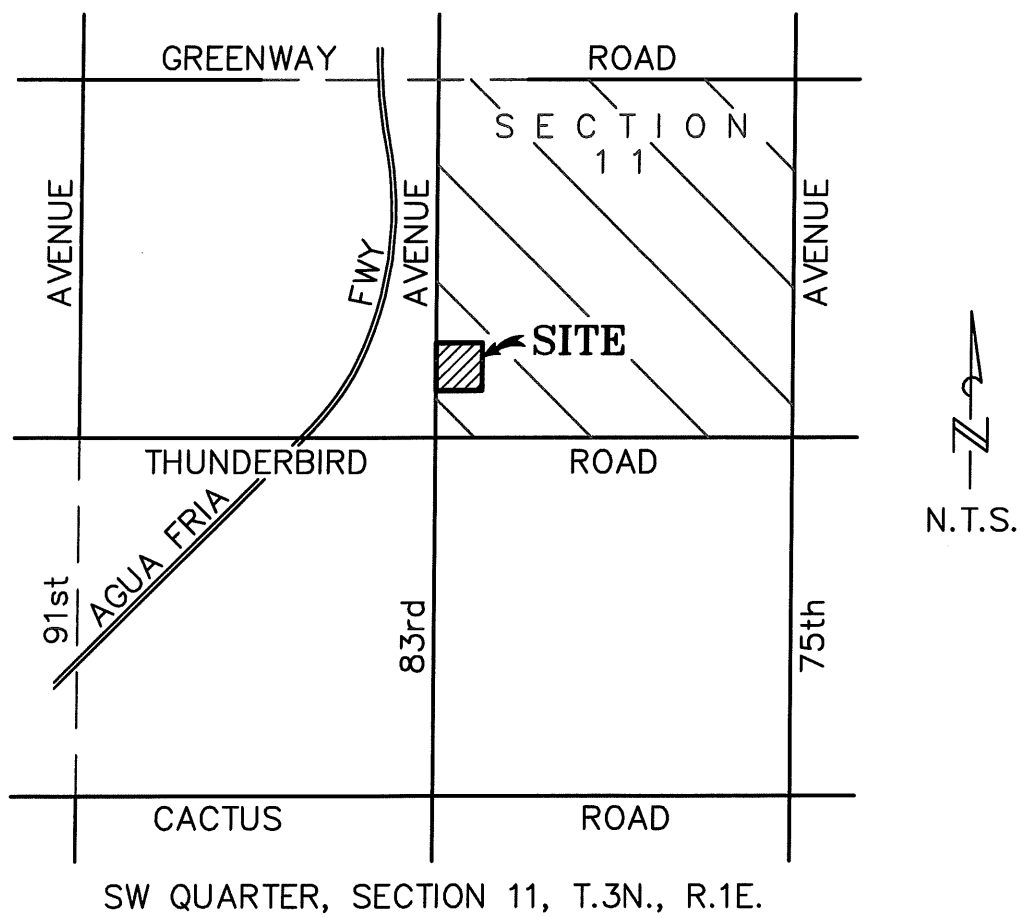
**NOTES**

1. BUILDING DIMENSIONS ARE TO THE EXTERIOR FACE OF BUILDING AND CENTERLINE OF INTERIOR DIVISION WALL OF BUILDING.

| LINE TABLE (BLDG. F) |               |         | NUMBER |               |         | DISTANCE |               |         |
|----------------------|---------------|---------|--------|---------------|---------|----------|---------------|---------|
| LINE                 | DIRECTION     | BEARING | LINE   | DIRECTION     | BEARING | LINE     | DIRECTION     | BEARING |
| 1                    | N 00°00'00" E | 11.79   | 129    | N 00°00'00" E | 11.79   | 1        | N 00°00'00" E | 11.79   |
| 2                    | N 00°00'00" E | 11.79   | 130    | N 00°00'00" E | 11.79   | 2        | N 00°00'00" E | 11.79   |
| 3                    | N 00°00'00" E | 11.79   | 131    | N 00°00'00" E | 11.79   | 3        | N 00°00'00" E | 11.79   |
| 4                    | N 00°00'00" E | 11.79   | 132    | N 00°00'00" E | 11.79   | 4        | N 00°00'00" E | 11.79   |
| 5                    | N 00°00'00" E | 11.79   | 133    | N 00°00'00" E | 11.79   | 5        | N 00°00'00" E | 11.79   |
| 6                    | N 00°00'00" E | 11.79   | 134    | N 00°00'00" E | 11.79   | 6        | N 00°00'00" E | 11.79   |
| 7                    | N 00°00'00" E | 11.79   | 135    | N 00°00'00" E | 11.79   | 7        | N 00°00'00" E | 11.79   |
| 8                    | N 00°00'00" E | 11.79   | 136    | N 00°00'00" E | 11.79   | 8        | N 00°00'00" E | 11.79   |
| 9                    | N 00°00'00" E | 11.79   | 137    | N 00°00'00" E | 11.79   | 9        | N 00°00'00" E | 11.79   |
| 10                   | N 00°00'00" E | 11.79   | 138    | N 00°00'00" E | 11.79   | 10       | N 00°00'00" E | 11.79   |
| 11                   | N 00°00'00" E | 11.79   | 139    | N 00°00'00" E | 11.79   | 11       | N 00°00'00" E | 11.79   |
| 12                   | N 00°00'00" E | 11.79   | 140    | N 00°00'00" E | 11.79   | 12       | N 00°00'00" E | 11.79   |
| 13                   | N 00°00'00" E | 11.79   | 141    | N 00°00'00" E | 11.79   | 13       | N 00°00'00" E | 11.79   |
| 14                   | N 00°00'00" E | 11.79   | 142    | N 00°00'00" E | 11.79   | 14       | N 00°00'00" E | 11.79   |
| 15                   | N 00°00'00" E | 11.79   | 143    | N 00°00'00" E | 11.79   | 15       | N 00°00'00" E | 11.79   |
| 16                   | N 00°00'00" E | 11.79   | 144    | N 00°00'00" E | 11.79   | 16       | N 00°00'00" E | 11.79   |
| 17                   | N 00°00'00" E | 11.79   | 145    | N 00°00'00" E | 11.79   | 17       | N 00°00'00" E | 11.79   |
| 18                   | N 00°00'00" E | 11.79   | 146    | N 00°00'00" E | 11.79   | 18       | N 00°00'00" E | 11.79   |
| 19                   | N 00°00'00" E | 11.79   | 147    | N 00°00'00" E | 11.79   | 19       | N 00°00'00" E | 11.79   |
| 20                   | N 00°00'00" E | 11.79   | 148    | N 00°00'00" E | 11.79   | 20       | N 00°00'00" E | 11.79   |
| 21                   | N 00°00'00" E | 11.79   | 149    | N 00°00'00" E | 11.79   | 21       | N 00°00'00" E | 11.79   |
| 22                   | N 00°00'00" E | 11.79   | 150    | N 00°00'00" E | 11.79   | 22       | N 00°00'00" E | 11.79   |
| 23                   | N 00°00'00" E | 11.79   | 151    | N 00°00'00" E | 11.79   | 23       | N 00°00'00" E | 11.79   |
| 24                   | N 00°00'00" E | 11.79   | 152    | N 00°00'00" E | 11.79   | 24       | N 00°00'00" E | 11.79   |
| 25                   | N 00°00'00" E | 11.79   | 153    | N 00°00'00" E | 11.79   | 25       | N 00°00'00" E | 11.79   |
| 26                   | N 00°00'00" E | 11.79   | 154    | N 00°00'00" E | 11.79   | 26       | N 00°00'00" E | 11.79   |
| 27                   | N 00°00'00" E | 11.79   | 155    | N 00°00'00" E | 11.79   | 27       | N 00°00'00" E | 11.79   |
| 28                   | N 00°00'00" E | 11.79   | 156    | N 00°00'00" E | 11.79   | 28       | N 00°00'00" E | 11.79   |
| 29                   | N 00°00'00" E | 11.79   | 157    | N 00°00'00" E | 11.79   | 29       | N 00°00'00" E | 11.79   |
| 30                   | N 00°00'00" E | 11.79   | 158    | N 00°00'00" E | 11.79   | 30       | N 00°00'00" E | 11.79   |
| 31                   | N 00°00'00" E | 11.79   | 159    | N 00°00'00" E | 11.79   | 31       | N 00°00'00" E | 11.79   |
| 32                   | N 00°00'00" E | 11.79   | 160    | N 00°00'00" E | 11.79   | 32       | N 00°00'00" E | 11.79   |
| 33                   | N 00°00'00" E | 11.79   | 161    | N 00°00'00" E | 11.79   | 33       | N 00°00'00" E | 11.79   |
| 34                   | N 00°00'00" E | 11.79   | 162    | N 00°00'00" E | 11.79   | 34       | N 00°00'00" E | 11.79   |
| 35                   | N 00°00'00" E | 11.79   | 163    | N 00°00'00" E | 11.79   | 35       | N 00°00'00" E | 11.79   |
| 36                   | N 00°00'00" E | 11.79   | 164    | N 00°00'00" E | 11.79   | 36       | N 00°00'00" E | 11.79   |
| 37                   | N 00°00'00" E | 11.79   | 165    | N 00°00'00" E | 11.79   | 37       | N 00°00'00" E | 11.79   |
| 38                   | N 00°00'00" E | 11.79   | 166    | N 00°00'00" E | 11.79   | 38       | N 00°00'00" E | 11.79   |
| 39                   | N 00°00'00" E | 11.79   | 167    | N 00°00'00" E | 11.79   | 39       | N 00°00'00" E | 11.79   |
| 40                   | N 00°00'00" E | 11.79   | 168    | N 00°00'00" E | 11.79   | 40       | N 00°00'00" E | 11.79   |
| 41                   | N 00°00'00" E | 11.79   | 169    | N 00°00'00" E | 11.79   | 41       | N 00°00'00" E | 11.79   |
| 42                   | N 00°00'00" E | 11.79   | 170    | N 00°00'00" E | 11.79   | 42       | N 00°00'00" E | 11.79   |
| 43                   | N 00°00'00" E | 11.79   | 171    | N 00°00'00" E | 11.79   | 43       | N 00°00'00" E | 11.79   |
| 44                   | N 00°00'00" E | 11.79   | 172    | N 00°00'00" E | 11.79   | 44       | N 00°00'00" E | 11.79   |
| 45                   | N 00°00'00" E | 11.79   | 173    | N 00°00'00" E | 11.79   | 45       | N 00°00'00" E | 11.79   |
| 46                   | N 00°00'00" E | 11.79   | 174    | N 00°00'00" E | 11.79   | 46       | N 00°00'00" E | 11.79   |
| 47                   | N 00°00'00" E | 11.79   | 175    | N 00°00'00" E | 11.79   | 47       | N 00°00'00" E | 11.79   |
| 48                   | N 00°00'00" E | 11.79   | 176    | N 00°00'00" E | 11.79   | 48       | N 00°00'00" E | 11.79   |
| 49                   | N 00°00'00" E | 11.79   | 177    | N 00°00'00" E | 11.79   | 49       | N 00°00'00" E | 11.79   |
| 50                   | N 00°00'00" E | 11.79   | 178    | N 00°00'00" E | 11.79   | 50       | N 00°00'00" E | 11.79   |
| 51                   | N 00°00'00" E | 11.79   | 179    | N 00°00'00" E | 11.79   | 51       | N 00°00'00" E | 11.79   |
| 52                   | N 00°00'00" E | 11.79   | 180    | N 00°00'00" E | 11.79   | 52       | N 00°00'00" E | 11.79   |
| 53                   | N 00°00'00" E | 11.79   | 181    | N 00°00'00" E | 11.79   | 53       | N 00°00'00" E | 11.79   |
| 54                   | N 00°00'00" E | 11.79   | 182    | N 00°00'00" E | 11.79   | 54       | N 00°00'00" E | 11.79   |
| 55                   | N 00°00'00" E | 11.79   | 183    | N 00°00'00" E | 11.79   | 55       | N 00°00'00" E | 11.79   |
| 56                   | N 00°00'00" E | 11.79   | 184    | N 00°00'00" E | 11.79   | 56       | N 00°00'00" E | 11.79   |
| 57                   | N 00°00'00" E | 11.79   | 185    | N 00°00'00" E | 11.79   | 57       | N 00°00'00" E | 11.79   |
| 58                   | N 00°00'00" E | 11.79   | 186    | N 00°00'00" E | 11.79   | 58       | N 00°00'00" E | 11.79   |
| 59                   | N 00°00'00" E | 11.79   | 187    | N 00°00'00" E | 11.79   | 59       | N 00°00'00" E | 11.79   |
| 60                   | N 00°00'00" E | 11.79   | 188    | N 00°00'00" E | 11.79   | 60       | N 00°00'00" E | 11.79   |
| 61                   | N 00°00'00" E | 11.79   | 189    | N 00°00'00" E | 11.79   | 61       | N 00°00'00" E | 11.79   |
| 62                   | N 00°00'00" E | 11.79   | 190    | N 00°00'00" E | 11.79   | 62       | N 00°00'00" E | 11.79   |
| 63                   | N 00°00'00" E | 11.79   | 191    | N 00°00'00" E | 11.79   | 63       | N 00°00'00" E | 11.79   |
| 64                   | N 00°00'00" E | 11.79   | 192    | N 00°00'00" E | 11.79   | 64       | N 00°00'00" E | 11.79   |
| 65                   | N 00°00'00" E | 11.79   | 193    | N 00°00'00" E | 11.79   | 65       | N 00°00'00" E | 11.79   |
| 66                   | N 00°00'00" E | 11.79   | 194    | N 00°00'00" E | 11.79   | 66       | N 00°00'00" E | 11.79   |
| 67                   | N 00°00'00" E | 11.79   | 195    | N 00°00'00" E | 11.79   | 67       | N 00°00'00" E | 11.79   |
| 68                   | N 00°00'00" E | 11.79   | 196    | N 00°00'00" E | 11.79   | 68       | N 00°00'00" E | 11.79   |
| 69                   | N 00°00'00" E | 11.79   | 197    | N 00°00'00" E | 11.79   | 69       | N 00°00'00" E | 11.79   |
| 70                   | N 00°00'00" E | 11.79   | 198    | N 00°00'00" E | 11.79   | 70       | N 00°00'00" E | 11.79   |
| 71                   | N 00°00'00" E | 11.79   | 199    | N 00°00'00" E | 11.79   | 71       | N 00°00'00" E | 11.79   |
| 72                   | N 00°00'00" E | 11.79   | 200    | N 00°00'00" E | 11.79   | 72       | N 00°00'00" E | 11.79   |
| 73                   | N 00°00'00" E | 11.79   | 201    | N 00°00'00" E | 11.79   | 73       | N 00°00'00" E | 11.79   |
| 74                   | N 00°00'00" E | 11.79   | 202    | N 00°00'00" E | 11.79   | 74       | N 00°00'00" E | 11.79   |
| 75                   | N 00°00'00" E | 11.79   | 203    | N 00°00'00" E | 11.79   | 75       | N 00°00'00" E | 11.79   |
| 76                   | N 00°00'00" E | 11.79   | 204    | N 00°00'00" E | 11.79   | 76       | N 00°00'00" E | 11.79   |
| 77                   | N 00°00'00" E | 11.79   | 205    | N 00°00'00" E | 11.79   | 77       | N 00°00'00" E | 11.79   |
| 78                   | N 00°00'00" E | 11.79   | 206    | N 00°00'00" E | 11.79   | 78       | N 00°00'00" E | 11.79   |
| 79                   | N 00°00'00" E | 11.79   | 207    | N 00°00'00" E | 11.79   | 79       | N 00°00'00" E | 11.79   |
| 80                   | N 00°00'00" E | 11.79   | 208    | N 00°00'00" E | 11.79   | 80       | N 00°00'00" E | 11.79   |
| 81                   | N 00°00'00" E | 11.79   | 209    | N 00°00'00" E | 11.79   | 81       | N 00°00'00" E | 11.79   |
| 82                   | N 00°00'00" E | 11.79   | 210    | N 00°00'00" E | 11.79   | 82       | N 00°00'00" E | 11.79   |
| 83                   | N 00°00'00" E | 11.79   | 211    | N 00°00'00" E | 11.79   | 83       | N 00°00'00" E | 11.79   |
| 84                   | N 00°00'00" E | 11.79   | 212    | N 00°00'00" E | 11.79   | 84       | N 00°00'00" E | 11.79   |
| 85                   | N 00°00'00" E | 11.79   | 213    | N 00°00'00" E | 11.79   | 85       | N 00°00'00" E | 11.79   |
| 86                   | N 00°00'00" E | 11.79   | 214    | N 00°00'00" E | 11.79   | 86       | N 00°00'00" E | 11.79   |
| 87                   | N 00°00'00" E | 11.79   | 215    | N 00°00'00" E | 11.79   | 87       | N 00°00'00" E | 11.79   |
| 88                   | N 00°00'00" E | 11.79   | 216    | N 00°00'00" E | 11.79   | 88       | N 00°00'00" E | 11.79   |
| 89                   | N 00°00'00" E | 11.79   | 217    | N 00°00'00" E | 11.79   | 89       | N 00°00'00" E | 11.79   |
| 90                   | N 00°00'00" E | 11.79   | 218    | N 00°00'00" E | 11.79   | 90       | N 00°00'00" E | 11.79   |
| 91                   | N 00°00'00" E | 11.79   | 219    | N 00°00'00" E | 11.79   | 91       | N 00°00'00" E | 11.79   |
| 92                   | N 00°00'00" E | 11.79   | 220    | N 00°00'00" E | 11.79   | 92       | N 00°00'00" E | 11.79   |
| 93                   | N 00°00'00" E | 11.79   | 221    | N 00°00'00" E | 11.79   | 93       | N 00°00'00" E | 11.79   |
| 94                   | N 00°00'00" E | 11.79   | 222    | N 00°00'00" E | 11.79   | 94       | N 00°00'00" E | 11.79   |
| 95                   | N 00°00'00" E | 11.79   | 223    | N 00°00'00" E | 11.79   | 95       | N 00°00'00" E | 11.79   |
| 96                   | N 00°00'00" E | 11.79   | 224    | N 00°00'00" E | 11.79   | 96       | N 00°00'00" E | 11.79   |
| 97                   | N 00°00'00" E | 11.79   | 225    | N 00°00'00" E | 11.79   | 97       | N 00°00'00" E | 11.79   |
| 98                   | N 00°00'00" E | 11.79   | 226    | N 00°00'00" E | 11.79   | 98       | N 00°00'00" E | 11.79   |
| 99                   | N 00°00'00" E | 11.79   | 227    | N 00°00'00" E | 11.79   | 99       | N 00°00'00" E | 11.79   |
| 100                  | N 00°00'00" E | 11.79   | 228    | N 00°00'00" E | 11.79   | 100      | N 00°00'00" E | 11.79   |
| 101                  | N 00°00'00" E | 11.79   | 229    | N 00°00'00" E | 11.79   | 101      | N 00°00'00" E | 11.79   |
| 102                  | N 00°00'00" E | 11.79   | 230    | N 00°00'00" E | 11.79   | 102      | N 00°00'00" E | 11.79   |
| 103                  | N 00°00'00" E | 11.79   | 231    | N 00°00'00" E | 11.79   | 103      | N 00°00'00" E | 11.79   |
| 104                  | N 00°00'00" E | 11.79   | 232    | N 00°00'00" E | 11.79   | 104      | N 00°00'00" E | 11.79   |
| 105                  | N 00°00'00" E | 11.79   | 233    | N 00°00'00" E | 11.79   | 105      | N 00°00'00" E | 11.79   |
| 106                  | N 00°00'00" E | 11.79   | 234    | N 00°00'00" E | 11.79   | 106      | N 00°00'00" E | 11.79   |
| 107                  | N 00°00'00" E | 11.79   | 235    | N 00°00'00" E | 11.79   | 107      | N 00°00'00" E | 11.79   |
| 108                  | N 00°00'00" E | 11.79   | 236    | N 00°00'00" E | 11.79   | 108      | N 00°00'00" E | 11.79   |
| 109                  | N 00°00'00" E | 11.79   | 237    | N 00°00'00" E | 11.79   | 109      | N 00°00'00" E | 11.79   |
| 110                  | N 00°00'00" E | 11.79   | 238    | N 00°00'00" E | 11.79   | 110      | N 00°00'00" E | 11.79   |
| 111                  | N 00°00'00" E | 11.79   | 239    | N 00°00'00" E | 11.79   | 111      | N 00°00'00" E | 11.79   |
| 112                  | N 00°00'00" E | 11.79   | 240    | N 00°00'00" E | 11.79   | 112      | N 00°00'00" E | 11.79   |
| 113                  | N 00°00'00" E | 11.79   | 241    | N 00°00'00" E | 11.79   | 113      | N 00°00'00" E | 11.79   |
| 114                  | N 00°00'00" E | 11.79   | 242    | N 00°00'00" E | 11.79   | 114      | N 00°00'00" E | 11.79   |
| 115                  | N 00°00'00" E | 11.79   | 243    | N 00°00'00" E | 11.79   | 115      | N 00°00'00" E | 11.79   |
| 116                  | N 00°00'00" E | 11.79   | 244    | N 00°00'00" E | 11.79   | 116      | N 00°00'00" E | 11.79   |
| 117                  | N 00°00'00" E | 11.79   | 245    | N 00°00'00" E | 11.79   | 117      | N 00°00'00" E | 11.79   |
| 118                  | N 00°00'00" E | 11.79   | 246    | N 00°00'00" E | 11.79   | 118      | N 00°00'00" E | 1       |



# VICINITY MAP



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 20C.

Date Prepared: 11/6/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager

**THROUGH:** Andy Granger, Deputy City Manager

**FROM:** Adina Lund, P.E., Development and Engineering Director

**SUBJECT:** Replat of Units 300 Thru 304, Building "A" Peoria-Arrowhead Corporate Center, A Condominium, 83rd Avenue and Greenway Road

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**Purpose:**

This is a request for City Council to approve a Replat of Units 300 Thru 304, Building "A" Peoria-Arrowhead Corporate Center, A Condominium, located on 83rd Avenue & Greenway Road, 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 combine five units into one for commercial use. The Olive Avenue Business Park condo plat was originally set up with individual units identified within buildings throughout the site. As sales take place in the condominium subdivision, reconfigurations of the units may be necessary (shifting of unit lines, combining of units, etc.).

This development is located within the City's water/sewer service area.

**Previous Actions:**

The original condominium plat was recorded in Book 772 Page 34.

**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 moving forward with the sale and development of these units.

**B:** The other option would be to formally approve the Replat and allow these units to be sold and

developed.

**Staff Recommendation:**

Discussion and possible action to approve the Replat of Units 300 Thru 304, Building "A" Peoria-Arrowhead Corporate Center, A Condominium, located at 83rd Avenue and Greenway Road, 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, P.E., (623) 773-7577

VICINITY MAP

BOLIVAR DRIVE

N.E.S.

151st AVENUE

DESERT HARP DRIVE

AGUA FRIA FREEWAY

83RD AVENUE

THUNDERBIRD ROAD

GREENWAY ROAD SITE

## COUNTY OF MARICOPA ) ss.

[illegible]

## COUNTRY OF ISSUANCE

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017,

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THE

BY \_\_\_\_\_, AS MANAGING MEMBER OF CLASSSEN ASSET

MANAGEMENT, LLC ON BEHALF OF THE COMPANY.

I, WITNESS HEREOF, HEREBY SET MY HAND AND OFFICIAL

SEAL.

BY COMMISSION EXPENSES

## FLOOD INSURANCE RATE MAP (FIRM).

| COMMUNITY NUMBER | PANEL NUMBER/ DATE | SUFFIX | FIRM DATE  | FIRM ZONE | BASE FLOOD ELEVATION (AO ZONE, USE DEPTH) |
|------------------|--------------------|--------|------------|-----------|-------------------------------------------|
| 040050           | 1705               | L      | 10-16-2013 | X         | N/A                                       |

2. THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 20, BEARS S.00° 37'23" W. PER LEICA DISTOPERMATION.

[illegible]

**LEGAL DESCRIPTION**

UNIT'S 300,350,362,505 AND 504, BUILDING A PEDRIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM, ACCORDING TO DECLARATION OF CONDOMINIUM RECORDED IN DOCUMENT NO. 2005-125831, AND PLAT RECORDED IN BOOK 772 OF MAPS, PAGE 34 RECORDS OF MARICOPA COUNTY, ARIZONA.

APPROVALS

APPROVED BY COUNCIL OF THE CITY OF PEORIA, ARIZONA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
2017.

| BY _____      | MAYOR             | DATE |
|---------------|-------------------|------|
| ATTEST: _____ | CITY CLERK        | DATE |
| BY _____      | FOR CITY ENGINEER | DATE |

## OWNERS

OKLAHOMA LIMITED LIABILITY COMPANY

SURVEYOR'S  
CERTIFICATION

I, JAMES A. LOFTIS, HEREBY CERTIFY THAT THE SURVEY PLATTED HEREIN WAS MADE UNDER MY SUPERVISION DURING THE MONTH OF MAR, 2017



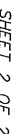
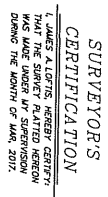
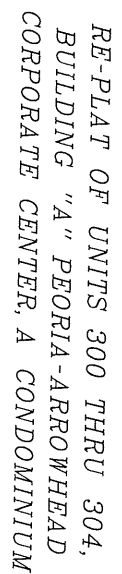
**EXP. 9-30-2015**

SHEET 1 OF 2

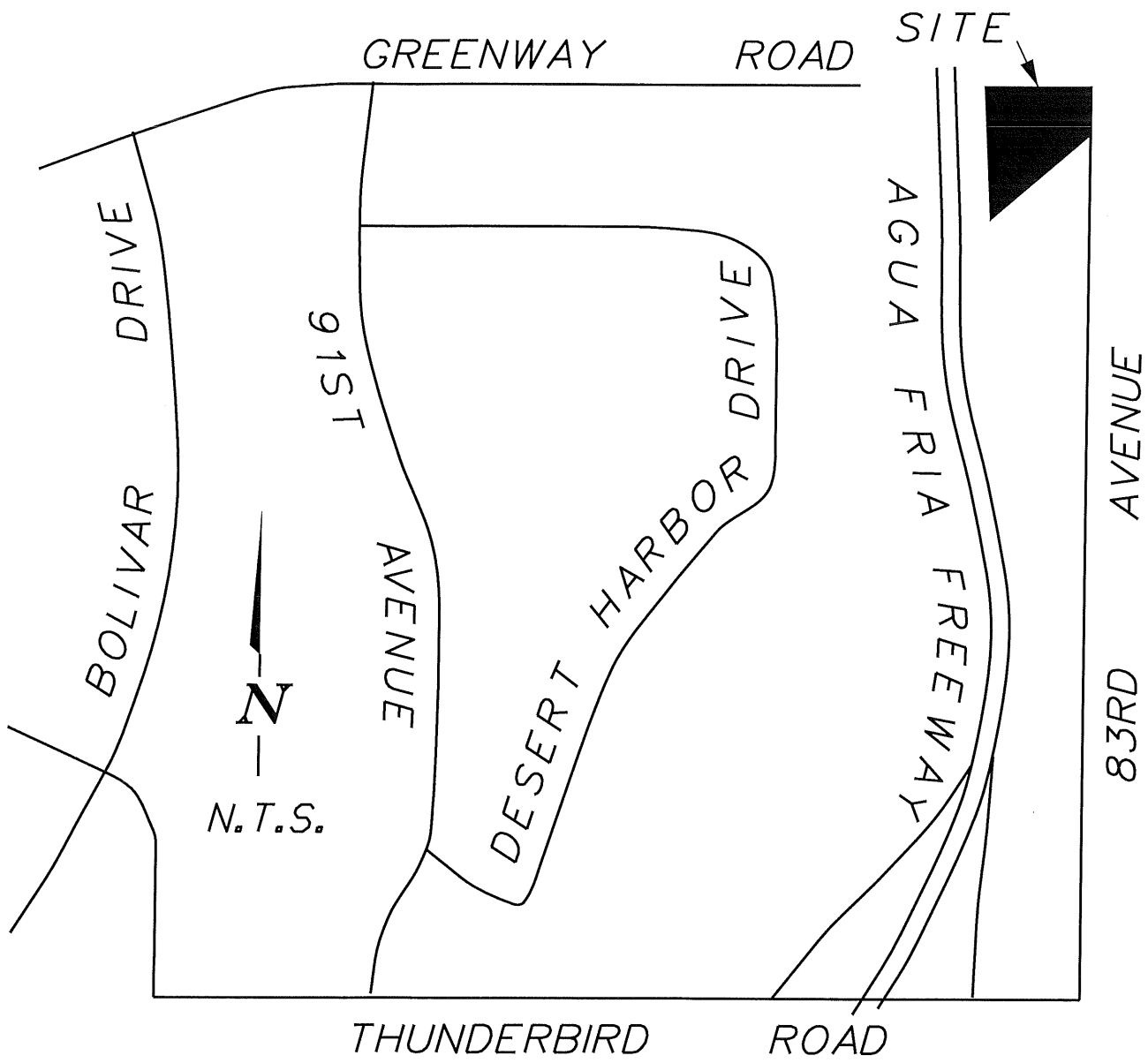
*R170052*

**EVERETTALAN**  
**( G R O U P )**

6300 East Cave Creek Road, Suite 202  
Cave Creek, Arizona 85331  
Phone 480.990.0545 Fax 480.894.9097  
[www.EverettAlanGroup.com](http://www.EverettAlanGroup.com)



**R170052**  
**EVERETTALIAN**  
**[ G R O U P ]**  
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[www.EverettAlianGroup.com](http://www.EverettAlianGroup.com)



# VICINITY MAP

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 21C.

Date Prepared: 11/14/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager

**THROUGH:** Julie Arendall, Deputy City Manager

**FROM:** Sonia Andrews, Acting Finance Director

**SUBJECT:** PUBLIC HEARING - Liquor License, Gus's New York Pizza Lounge, 10738 North 75th Avenue Suite B-7

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**Purpose:**

Pursuant to Arizona Law the City must make a recommendation to the State Liquor Board regarding the approval of applications to sell alcoholic beverages in the City. The Standard for the City's recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served.

**Background/Summary:**

Gus's New York Pizza Lounge, is an existing restaurant, located at 10738 N. 75th Avenue #B-7. The new owners have applied for a New Restaurant (Series 12) Liquor License. The application agent is Lauren K. Merrett.

A Series 12 Restaurant license is a non-transferable license that allows for the restaurant to sell and serve all types of spirituous liquor solely for consumption on the premises. A Restaurant license requires that at least forty percent (40%) of the restaurant's gross revenue comes from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Some of the businesses around Gus's New York Pizza Lounge are Big Heng, Los Olivos Carniceria and Herrera's Mexican Food. There are no staff concerns with Gus's New York Pizza Lounge. The public hearing notice was posted for at least 20 days, and no comments were received during the posting period. The license application was reviewed according to State law and all Departments gave approvals.

**Previous Actions:**

In September 2015, the Mayor and Council recommended approval to the Arizona State Liquor Board for Gus's New York Pizza (Series 12) Liquor License located at 10738 N. 75th Avenue #B-7 under the previous owner.

**Options:**

**A :** Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Gus's New York Pizza Lounge, located at 10738 N. 75th Avenue #B-7, Lauren K. Merrett, Applicant, LL#20018484.

**B:** Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Gus's New York Pizza Lounge, located at 10738 N. 75th Avenue #B-7, Lauren K. Merrett, Applicant, LL#20018484.

**Staff Recommendation:**

Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Gus's New York Pizza Lounge, located at 10738 N. 75th Avenue Suite B-7, Lauren K. Merrett, Applicant, LL#20018484.

**Fiscal Analysis:**

The item has no financial implications.

**Narrative:**

The appropriate fees have been paid and the applicant has been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

**ATTACHMENTS:**

Gus's New York Pizza

**Contact Name and Number:**

Samuel Brown (623) 773-7658





Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

| DLIC USE ONLY  |                    |
|----------------|--------------------|
| License #      | 1207B172           |
| Date Accepted: | 9/12/17            |
| CSR:           | <i>[Signature]</i> |

Application for Liquor License  
Type or Print with Black Ink

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**  
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

**SECTION 1 Type of License**

- ☒ Interim Permit
- ☒ New License
- ☐ Person Transfer
- ☐ Location Transfer (series 6, 7 and 9)
- ☐ Probate/ Will Assignment/ Divorce Decree (No Fees)
- ☐ Seasonal

**SECTION 2 Type of Ownership**

- ☐ J.T.W.R.O.S.
- ☐ Individual
- ☐ Partnership
- ☐ Corporation
- ☒ Limited Liability Co
- ☐ Club
- ☐ Government
- ☐ Trust
- ☐ Tribe
- ☐ Other (Explain) \_\_\_\_\_

**SECTION 3 Type of license**

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)  
A.R.S. § 4-206.01(G), (H), (I) & (L)
- ☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)  
A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): Series 12 2. LICENSE # (If Issued): 1207B172

**SECTION 4 Applicants**

1. Agent's Name: Merrett, Lauren Kay  
Last First Middle P1036140
2. Applicant/Licensee Name: K & S Sun LLC  
(Ownership name for type of ownership checked on section 1) B1059556
3. Business Name (Doing Business As-DBA): Gus's New York Pizza Lounge  
#B-7 B1047512
4. Business Location Address: 10738 N 75th Ave Peoria, AZ 85345  
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: [Redacted] Chandler, AZ 85224  
(All correspondence will be sent to this address) City State Zip Code
6. Business Phone: 623-486-2426 Daytime Contact Phone: [Redacted]
7. Email Address: None
8. Is the Business located within the Incorporated limits of the above city or town? ☒ Yes ☐ No  
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? \_\_\_\_\_

|                                                                                                                                                     |                                |                                                       |                              |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------------|------------------------------|------------------------------------|
| Fees: <u>\$100</u><br>Application                                                                                                                   | <u>\$100</u><br>Interim Permit | Department Use Only<br><u>\$50</u><br>Site Inspection | <u>\$22</u><br>Finger Prints | <u>272.00</u><br>Total of All Fees |
| Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                                |                                                       |                              |                                    |

## SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 6/24/2017 State where Incorporated/Organized: AZ

b) AZ Corporation or AZ L.L.C. File No: L-21975905 Date authorized to do business in AZ 8/1/2017

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

| Last                | First | Middle | Title | %Owned | Mailing Address | City | State | Zip |
|---------------------|-------|--------|-------|--------|-----------------|------|-------|-----|
| Please see attached |       |        |       |        |                 |      |       |     |
|                     |       |        |       |        |                 |      |       |     |
|                     |       |        |       |        |                 |      |       |     |
|                     |       |        |       |        |                 |      |       |     |

(Attach additional sheet if necessary)

## SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an Interim permit pursuant to A.R.S.§4-203.01 For approval of an Interim permit:

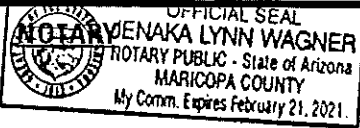
- There must be a valid license of the same series issued to the current location you are applying for OR
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01 (A)

1. Enter license number currently at the location: 1207A332

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? \_\_\_\_\_

I, (Signature) \_\_\_\_\_ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

|                                                                                                                                                                                      |                                                                                      |                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------|
| State of Arizona                                                                                                                                                                     |  | <i>*see attached</i>            |
| County of <u>Maricopa</u>                                                                                                                                                            |                                                                                      |                                 |
| On this <u>12</u> Day of <u>September</u> , 20 <u>17</u>                                                                                                                             | before me personally appeared <u>Lauren Kay Merrett</u>                              | (Print Name of Document Signer) |
| Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document |                                                                                      |                                 |
|                                                                                                  |                                                                                      |                                 |
| (Affix Seal Above)                                                                                                                                                                   |                                                                                      |                                 |

## SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: \_\_\_\_\_  
Last First Middle

License Number: \_\_\_\_\_

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

### SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_

b) AZ Corporation or AZ L.L.C. File No: \_\_\_\_\_ Date authorized to do business in AZ \_\_\_\_\_

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

| Last | First | Middle | Title | %Owned | Mailing Address | City | State | Zip |
|------|-------|--------|-------|--------|-----------------|------|-------|-----|
|      |       |        |       |        |                 |      |       |     |
|      |       |        |       |        |                 |      |       |     |
|      |       |        |       |        |                 |      |       |     |
|      |       |        |       |        |                 |      |       |     |

(Attach additional sheet if necessary)

### SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. § 4-203.01 For approval of an interim permit:

- There must be a valid license of the same series issued to the current location you are applying for OR
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. § 4-203.01 (A)

1. Enter license number currently at the location: \_\_\_\_\_

2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? \_\_\_\_\_

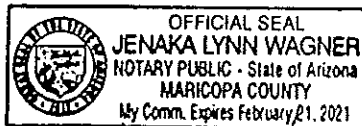
I, (Signature) \_\_\_\_\_ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

### NOTARY

State of Arizona

County of Maricopa



On this 12 Day of September, 2017 before me personally appeared \_\_\_\_\_ (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

\_\_\_\_\_  
Signature of NOTARY PUBLIC

(Affix Seal Above)

**SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204**  
EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: \_\_\_\_\_  
Last First Middle

License Number: \_\_\_\_\_

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

17 SEP 12 11:17 AM

File Number:  
L21975905

Corporation Name:  
K & S SUN LLC

Entity Type: DOMESTIC L.L.C.

Business Type:

Incorporation Date: 6/24/2017

Corporation Life Period: PERPETUAL

Domicile: ARIZONA

County: MARICOPA

Approval Date: 8/1/2017

Original Publish Date:

Name

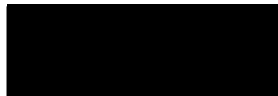
SARVESH KAUR

100%

Title

MEMBER

Address



Date of Taking Office

06/24/2017

Last Updated

08/01/2017

**SECTION 8 Government (for Cities, Towns or Counties only)**

1. Government Entity: \_\_\_\_\_
2. Person/Designee: \_\_\_\_\_  
Last First Middle Daytime Contact Phone #

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 9** ☐ Person to Person – Current Licensee Information ARS§4-203(C), (D), (G)  
(Bar and Liquor Stores only – Series 06, 07 and 09)

1. License #: \_\_\_\_\_
2. Current Agent Name: \_\_\_\_\_  
Last First Middle
3. Current Licensee Name: \_\_\_\_\_  
(Exactly as it appears on the license)
4. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on the license)
5. Current Daytime Phone: \_\_\_\_\_ Primary Email Address: \_\_\_\_\_
6. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☐ No
7. I authorize the transfer of this license to the applicant: \_\_\_\_\_

Signature or Agent or Individual controlling person

**NOTARY**

State of Arizona }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

\_\_\_\_\_  
Signature of NOTARY PUBLIC

(Affix Seal Above)

**SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.**

A.R.S. §4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

1. Distance to nearest School: \_\_\_\_\_ Name of School: \_\_\_\_\_  
(If less than one (1) mile note footage) Address: \_\_\_\_\_

2. Distance to nearest Church: \_\_\_\_\_ Name of Church: \_\_\_\_\_  
(If less than one (1) mile note footage) Address: \_\_\_\_\_

**SECTION 11 Business Financials A.R.S. §4-202(F)**

1. I am the:

- ☒ Tenant: a person who holds the lease of a property; a lessee.  
☐ Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.  
☐ Owner  
☐ Purchaser  
☐ Management Company

2. If the premises is leased give lessors: Name: Pruthi Properties  
Address: 1714 E. Bethany Home Rd., Phoenix, AZ 85065  
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or Other: Balance

4. Total money borrowed for the Business not including lease? \$ 0 - family investment

Please List Lenders/People you owe money to for business.

| Last | First | Middle | Amount Owed | Mailing Address | City | State | Zip |
|------|-------|--------|-------------|-----------------|------|-------|-----|
|      |       |        |             |                 |      |       |     |
|      |       |        |             |                 |      |       |     |
|      |       |        |             |                 |      |       |     |
|      |       |        |             |                 |      |       |     |

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

☐ Yes ☒ No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?

☐ Yes ☒ No If yes, attach explanation.

**SECTION 12 Diagram of Premises**

Check ALL boxes that apply to your business:

☐ Walk-up or drive-through windows

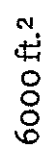
Patio: ☒ Contiguous ☐ Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

☐ Yes ☒ No If yes, what is your estimated completion date? \_\_\_\_/\_\_\_\_/\_\_\_\_

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. DO NOT INCLUDE parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

\* 6 SEATS  
\* 7 SEATS \* 8 SEAT



**ADA SEATING** 6% OF TOTAL SEATING  
 SQUARE TABLES (16 TABLES @ 4 EACH)  
 ROUND TABLES 6 BENCH (15 TABLES @ 2 EACH)  
 80 HIGH SEATS & SQUARE TABLES (11 TABLES @ 4 SEATERS)  
 TOTAL SEATING SUPPLIES =  
 SEATING AVAILABLE - 6% OF TOTAL  
 SEATING AVAILABLE

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. As stated in A.R.S. §4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

[Redacted]  
Applicant's Signature

**RESTAURANTS AND HOTELS/MOTELS ONLY**

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

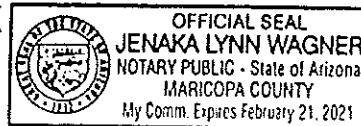
4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

**SECTION 13 SIGNATURE BLOCK**

I, (Signature) [Redacted], hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

**NOTARY**



State of Arizona }  
County of Maricopa }

On this 12 Day of September, 2017 before me personally appeared Lauren Kay Merrett  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

[Redacted]  
NOTARY PUBLIC

(Affix Seal Above)

**A.R.S. §41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 22R.

Date Prepared: 11/13/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager

**FROM:** Laura Ingegneri, Human Resources Director

**SUBJECT:** Memorandum of Understanding, Peoria Police Officer's Association, July 2018 through June 2021

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**Purpose:**

This is a request for City Council to consider a Memorandum of Understanding (MOU) for the Peoria Police Officers Association for the period July 2018 through June 2021 establishing wages, hours, and conditions of work.

**Background/Summary:**

Pursuant to City Code Chapter 6, the meet and confer process began formally on Thursday, September 7 2017 following the joint presentation to the City Council. The final meeting was held on November 9, 2017 and this MOU has subsequently been ratified by the membership of PPOA.

The major components of this new MOU are as follows:

- \*The agreement is for a three-year period, beginning July 1, 2018 to June 30, 2021.
- \*Establishes a wage plan for Officers including a 3% increase for Officers at the top effective the first pay period of July 2018;
- \*Establishes a wage plan for Officers including a 3% increase for all Officers not at the top effective the first full pay period of July 2019;
- \*Establishes a wage plan for all Officers including a 2% increase effective the first full pay period of July 2020.
- \*Establishes a one-step/merit increase each year for eligible employees;
- \*Establishes a new sick leave payout program;
- \*Provides a step adjustment for Officers not currently on a step commensurate with their years of experience.

**Options:**

**A:** Approve the PPOA MOU in total for the period July 2018 through June 2021.

**B:** Do not approve the PPOA MOU in total for the period July 2018 through June 2021 and return for re-negotiation with specific direction.

**Staff Recommendation:**

Discussion and possible action to approve a Memorandum of Understanding with the Peoria Police Officers Association in total for the period July 2018 through June 2021.

**Fiscal Analysis:**

The ongoing cost of this three-year program is approximately \$700,000 per year dependent on the individual members use of the benefits provided.

**ATTACHMENTS:**

PPOA Memorandum of Understanding

**Contact Name and Number:**

Laura Ingegneri, 623-773-7103

MEMORANDUM OF UNDERSTANDING

JULY 1, 2018 through JUNE 30, 2021

CITY OF PEORIA

AND

PEORIA POLICE OFFICERS ASSOCIATION

COVERING

POLICE OFFICERS UNIT

This Memorandum of Understanding is made and entered into between the City of Peoria, Arizona, hereinafter referred to as “City”, and the Peoria City Officers Association, hereinafter, referred to as “Association”, under the authority of the City of Peoria Ordinance No. 88-13.

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## **PREAMBLE**

This agreement is entered into between the City of Peoria and the Peoria Police Officers Association. It is the purpose of this agreement to assure sound and mutually beneficial relationships between the two parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and working conditions.

The purpose of this agreement is to provide guidelines to assist with an orderly meet and confer process between the two parties, to secure prompt and fair disposition of grievances or complaints and to establish a basis for the solution of problems by responsible parties so that a spirit of peace and cooperation be maintained.

The City and PPOA, having met and conferred in good faith pursuant to City ordinance, have reached complete agreement concerning wages, hours and working conditions for the term specified and submit this Memorandum to the City Council of the City of Peoria with their joint recommendation that the City Council resolve to adopt its terms and provisions.

### **Article 1: 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.

In addition the terms Unit Employee, Unit member or employee either in the singular or plural form will mean employees of the City of Peoria that are specifically covered by the MOU.

### **Article 2: Rights of the Parties**

#### **1. Rights/Responsibilities of the Association**

- a. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Unit as determined by the Peoria City Council in Ordinance #88-13.
- b. Certain specified organizational representatives of the Association have the rights to paid release time as follows:
  - i. The Association may designate representatives as follows:
    - 1 Five (5) Executive Board members
    - 2 Eleven (11) Representatives
    - 3 One (1) Senior Representative

No more than four (4) of the twelve (12) total representatives will be assigned to the same patrol shift. The Association will notify the Police Chief of such appointments within thirty (30) days of shift or assignment change. The Police Department is not obligated to change or adjust normal scheduling or assignments of personnel as a result of such designations.

Probationary employees will not be eligible for designation as a representative.

- ii. One organizational representative may, when the Association is designated in writing by a grievant as his representative, attend mutually scheduled Memorandum of Understanding (MOU) grievance meetings and hearings with Department representatives without loss of pay or benefits.

- iii. The Association representative is required to obtain permission of his immediate supervisor to absent himself from his 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.
- iv. For each individual fiscal year (July 1 through June 30) during the term of this agreement, the Association will, subject to operational scheduling requirements, be allowed release time with pay, which will not be unreasonably withheld, for up to a maximum of eight hundred (800) hours per year for elected officers, trustees and members appointed by the President to attend Association Business and Executive Board meetings or to attend union seminars and conventions. Union release time will not be used for outside organizing or for representation.

Notice of events and names of the members attending should be submitted to the Police Chief or his designee by the Association no later than ten (10) calendar days in advance of the requested release time. Requests submitted with less than ten (10) days notice will be considered and may be granted when they do not interfere with normal departmental operations.

- v. The City will furnish to the Association on request, at actual cost, a listing of Association member on City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The Association agrees to use this list solely for the purpose of communicating with employees and will not share this information with other individuals or organizations.
- vi. The City will deduct biweekly an amount approved by the membership of the Association limited to regular and temporary membership dues pursuant to authorization of a form provided by the City, duly completed and signed by the 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, number, effective date and amount. The City will not make dues deductions for employees on behalf of any other employee organization during the term of the Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
- vii. The Association, through its designated representatives, may distribute Association related printed material on City premises (building and grounds) only before and after scheduled working hours, provided that the employee distributing such material is on non-work status.

The City does grant the Association permission to use City provided information boxes assigned to each individual police officer located within the officer's designated work area to distribute said materials.

The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the City or its designee.

- viii. The City agrees that officers and non-employee representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to and upon approval of the appropriate employer representative. Such visitations shall be for the

reasons of the administration of this agreement, disseminating information, or providing information to new recruits during an orientation or post academy session. The Association agrees that such activities shall not interfere with the normal work duties of employees.

The Association will be allowed one (1) hour in post academy. During such discussions, the Association representative will avoid the dissemination of information which is political in nature, abuse of any person or organization, or disrupt the Department's operation.

- ix. The City will provide the upon request, non-confidential and readily available information concerning the Unit that is necessary to Association representatives for negotiation and MOU grievances, and is not otherwise available to the Association, such as personnel census, employee benefit data, and survey information. Such requests will be made through the City Manager or his designee. Any usual costs incurred by the City in connection with this Section will be borne by the Association. Further, the Association may designate not more than five (5) persons who will be authorized to examine the documents provided. Such persons need not be employees of the City or Association, but may include accountants, time study experts, or others hired by the Association for the purpose of such examination. Such examinations will be made during current City business hours. The obligation of the City under this section will be cumulative of, and will not derogate from, any other requirement expressed in this agreement with respect to furnishing notices, communications or any other writing to the Association.
- x. The Association will be permitted to place one bulletin board in the main Police building and one in the Pinnacle Peak Public Safety building. The Association will be responsible for all costs and upkeep with these bulletin boards. The parties agree that this Article does not authorize or approve the posting of material that is political in nature or abusive of any person or organization. The placement and size of the bulletin board will be determined by the Police Chief and Association and the overall size will not exceed 48" x 36".
- xi. To assist the Employer, during the term of the MOU, the Association President will be assigned to a day shift schedule with Saturdays and Sundays off if a 5/8 schedule is in effect. Should a 4/10's schedule be in effect, the Association President will be assigned to a day shift with Fridays, Saturdays and Sundays off. Alternatively, the President may designate an Executive Board Member to fulfill this assignment. The assignment will be in effect for the term of the shift bid year, unless the individual is relieved of the position on the Executive Board. If a change of designee occurs, the original designee will switch shift assignments with the newly appointed designee. This does not preclude the Police Chief from moving the Association Designee for disciplinary or performance issues as outlined in the MOU or Department Policy.

The purpose of this assignment will be to ensure the Association has a designated individual available to represent the Association during normal business hours in planned and unplanned communications with the Police Chief, his designees, or City management staff, including Human Resources.

- xii. The Association agrees, 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. The Association and the City mutually agree to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, personnel, and methods of work.

## 2. Rights of Management

Nothing in the agreement is to be interpreted as constituting a waiver of the City of Peoria's rights and responsibilities to create and maintain services that reflect the wishes of its citizens. The intent of the agreement is to establish conditions of employment with the Association. 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. Therefore, the City, on its own behalf and on behalf of the City Council, hereby reserves and retains unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law, the Constitution of Arizona and the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the City services, its properties and facilities;
2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal;
3. To establish standards of performance to be maintained and courses of instruction, including special programs, as deemed necessary or advisable by the executive management;
4. To determine overall goals and objectives as well as the policies affecting the employment;
5. To determine work schedules including the necessity of overtime, assignments of employees, qualifications required and areas worked;
6. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
7. To adopt reasonable rules and regulations;
8. To determine the location or relocation of its facilities, including the establishment or relocation of new services, buildings, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions, sub-divisions, functions, programs, buildings, or other facilities;
9. To establish hours and days of operation of its facilities;
10. To determine the financial and public information policies including adopting and management of the City's budget, all accounting procedures, and all matters pertaining to public relations;
11. To determine the size of the management organization, its functions, authority, amount of supervision, and organizational structure;
12. To direct the working forces, including the right to hire, promote, discipline, transfer, evaluate, layoff employees from duty due to the lack of work or lack of funds, or abolishment of position and determine the size of the workforce.
13. To take whatever action may be necessary to carry out the mission of the City in situations of emergency and/or fiscal crisis.



- a. The exercise of the foregoing powers, rights, duties, and responsibilities by the City and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the City except as limited by the specific terms of this Agreement. Failure to exercise management rights does not preclude the City from exercising such rights at anytime in the future.
- b. **Reservation of Management Rights**  
The enumeration of the rights and duties of the City in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein; and all management-rights and management functions not, expressly delegated in this Agreement are reserved to the City.
- c. **Notification of Association Representatives**  
The Association will provide the City with the names of new representatives, divisions where employed and names of previous representatives within fifteen days of election appointment.

3. **Rights of the Employee**

- a. All employees will have the right to have the Association serve as their “Meet and Confer” representative as set forth in Ordinance #88-13, without discrimination based on membership or non-membership in the Association.
- b. Employees will have the right to be represented by the Association in dealings with the City concerning grievances as defined in this MOU (Article 20).
- 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/her 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.
- g. All documentation of discipline will be retained in an employee’s personnel file according to state law and/or administrative time lines. Discipline that does not meet the level of suspension or demotion cannot be used as an aggravating factor in future discipline, provided that there are no subsequent disciplinary actions or similar performance corrective actions within one year of receiving an issued discipline.

**Article 3: Wages**

- 1. The pay schedule set forth in Attachment A will be the pay schedule in effect (first full pay period in July 2018, through last pay period, ending approximately June 30, 2021). The salary schedule will be paid to all full time employees if the normal work week is worked or fulfilled as paid leave.
- 2. **Fiscal Year 19 (July 1, 2018 – June 30, 2019):**  
All employees at the top step of the range will receive a 3% market adjustment effective the first full pay period in July 2018.

Employees identified as being on a step that does not correlate to their years of service for reasons other than performance issues will be granted an additional step adjustment(s) to bring them in line with their service effective the first full pay period in July 2018.

All remaining employees will receive a one-step increase, on the pay period which includes their position anniversary date, to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.

3. Fiscal Year 20 (July 1, 2019 – June 30, 2020):

All employees NOT at the top step of the range will receive a 3% market adjustment effective the first full pay period in July 2019.

Employees will be eligible for a one-step increase, on the pay period which includes their position anniversary date, to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.

Employees at the top of the range will be eligible for a lump sum payment, in the amount equivalent to one week's pay, on the pay period which includes their position anniversary date. Alternatively, they may elect to receive one week's vacation.

4. Fiscal Year 21 (July 1, 2020 – June 30, 2021):

All employees will receive a 2% market adjustment effective the first full pay period in July 2020.

Employees will be eligible for a one-step increase, on the pay period which includes their position anniversary date, to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.

- a. Employees who have reached the maximum salary step will not be eligible for additional step increases.
- b. Other than the step adjustments described for Fiscal Year 19 above, nothing in this agreement will create eligibility or entitlement to a step increase greater than one step at any point in time.
- c. An employee who is on initial probation or who receives an overall annual performance rating that is not satisfactory (while performance meets requirements occasionally, improvement is required) or below, or is involuntarily demoted may be subject to reassignment during the shift bid year. Such reassignment may occur at the discretion of the Police Chief or his/her designee and will run through the then current shift bid year. An employee re-assigned under this provision will be eligible to participate in the next annual shift bid process provided the employee's performance meets the following requirements:
  - i. The employee, the Police Chief, or the Police Chief's designee requests a mid-year performance appraisal and the Police Chief or designee performs such appraisal; and
  - ii. The overall rating of the mid-year performance appraisal is satisfactory (full performance of all job requirements) or better.

5. Premium Payments

- a. Employees assigned as lead Police Training Officers (PTO) will receive their regular rate plus five

- percent (5%) of their base pay for PTO assignment pay upon successful completion of the certification requirements for PTO. Employees assigned as part-time PTOs will receive their regular rate of pay plus seven and one-half percent (7.5%) for hours worked in the PTO capacity.
- b. Officers assigned as Trainees in the Police Training Officer (PTO) program will not receive shift differential pay until they have been assigned to a solo status.
  - c. Communication Pay: Employees who have demonstrated competency in Spanish as determined by the City through its designated testing process and who interpret Spanish in the course of performing their duties will be compensated per pay period equivalent to one of the following three skill levels:
    - i. Level I – Basic Skills: \$ 0.375 per hour
    - ii. Level II – Intermediate Skills: \$1.25 per hour
    - iii. Level III – Advanced Skills: \$1.875 per hour
    - a. All levels of communication pay shall be tested at no less than two (2) calendar years for qualified levels and proficiencies.
    - b. Other languages: upon approval of the Chief or his designee, employees that are called upon for translation of languages other than Spanish may be compensated at the skill level determined by the Chief to serve the purpose of a particular case. This shall be determined on a case-by-case basis.
  - d. Employees assigned to the Special Assignment Unit (SAU) will receive one dollar (\$1.00) per hour.
  - e. Employees who are qualified as phlebotomists may be assigned to perform these duties and, while assigned, they will receive \$1.00 per hour. These employees will be assigned as needed by the Department and based on Departmental policy.
6. Shift Differentials: Employees, including those assigned as PTO, will receive shift differential as follows:
- a. Employees assigned to Shift II, or whose normal scheduled duty shift begins on or after 12:00 hours, and prior to 17:59 hours will receive fifty cents (\$0.50) per hour shift differential in addition to the base pay.
  - b. Employees assigned to Shift III, or whose normal scheduled duty shift begins on or after 18:00 hours and prior to 23:59 hours will receive sixty five cents (\$0.65) per hour shift differential in addition to the base pay.
  - c. Employees who are eligible for premium payments and/or shift differentials will be paid according to the pay formula which entitles the employee to the maximum pay for the activity which yields the premium and/or differential. However, neither premiums nor differentials may be duplicated and employees may not be compensated in multiple, cumulative methods for the same premium or differential.
7. Standby Pay: Employees who are required to be available for emergency call back at times that the employee is not otherwise on duty will be compensated for each stand-by hour at two dollars (\$2.00) per hour.

8. Retiree Health Savings Account: The employee will contribute 3% of their current salary to the City designated Retiree Health Savings Account. The City will contribute \$25 per pay period for all eligible employees to the City designated Retiree Health Savings Account.

#### **Article 4: Holiday Benefits**

1. The City agrees to incorporate the following holidays:

|                                 |                             |
|---------------------------------|-----------------------------|
| New Year's Day                  | January 1                   |
| Martin Luther King Jr. Birthday | Third Monday in January     |
| President's Day                 | Third Monday in February    |
| Memorial Day                    | Last Monday in May          |
| Independence Day                | July 4                      |
| Labor Day                       | First Monday in September   |
| Veteran's Day                   | November 11                 |
| Thanksgiving Holiday            | Fourth Thursday in November |
| Thanksgiving Holiday            | Day after Thanksgiving      |
| Christmas Day                   | December 25                 |

2. Whenever a holiday falls on a Saturday, it will be observed on the preceding Friday. Whenever a holiday falls on a Sunday, it will be observed on the following Monday.

3. Officers Working a 4/10 Schedule

- a. Whenever a holiday falls on an officer's regularly scheduled 4/10 shift and the officer is required to work the holiday, the officer will be paid 8 10 hours holiday pay at straight time plus his regular rate of pay of all hours worked.

- b. Whenever a holiday falls on an officer's regularly scheduled 4/10 shift ~~but~~ and the officer is permitted to take the holiday off, the officer will be paid 10 holiday hours ~~pay~~ at straight time.

4. Officers Working a 5/8 Schedule

- a. Whenever a holiday falls on an officer's regularly scheduled 5/8 shift and the officer is required to work the holiday, the officer will be paid 8 hours holiday pay at straight time plus his regular rate of pay of all hours worked.

- b. Whenever a holiday falls on an officer's regularly scheduled 5/8 shift and the officer is permitted to take the holiday off, the officer will be paid 8 holiday hours at straight time.

5. Whenever a holiday falls on an officer's normal day off, the officer will be paid 8 holiday hours.
6. Without regard to the above sections, all hours worked on a shift that begins between 12:01 a.m. and midnight on the actual calendar holidays (not the designated observed holidays) of New Years Day (January 1), July 4<sup>th</sup>, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day (December 25) will be paid at 1.5 times the hourly rate. In the event of a shift trade, the employee originally assigned to work the premium holiday will retain premium pay, not the employee filling the shift trade.

7. In addition to the designated holidays above, the employees will receive ten (10) hours of floating holiday each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. The floating holiday will be placed in a floating holiday leave bank. The floating holiday can be used in fifteen minute increments. Such leave will not be considered as time worked for purposes of the regularly scheduled work week.

#### **Article 5: Uniform Allowance**

The City agrees to provide each police officer with a uniform allowance in accordance with one of two options:

1. Option 1:

- a. The City agrees to provide each police officer twelve hundred dollars (\$1200) per fiscal year to facilitate the purchase and cleaning of required uniforms and equipment.
  - i. One half (\$600) of this allowance will be paid on or about August 1 and one half (\$600) of this allowance will be paid on or about February 1 for reimbursement only of reasonable expenses for cost, maintenance and cleaning of uniforms, clothing and equipment.
  - ii. For new officers assigned after the initial payment, the \$600 payment will be made upon completion of the Academy. Subsequent payments will be made in accordance with the regular uniform payout schedule, not to exceed \$1,200 in any fiscal calendar year.

2. Option 2:

- i. The City agrees to provide each police officer one thousand two hundred (\$1,200) per fiscal year to facilitate the purchase and cleaning of required uniforms and equipment in the following manner
  - ii. The Association and City agree that, in lieu of receiving a uniform allowance biannually, an employee may elect to receive a line of credit of one thousand two hundred dollars (\$1200) per fiscal year under an established system to provide authorized uniforms/clothing and duty equipment and to provide for uniform cleaning, maintenance and replacement. Prior to removing any item from the Police equipment reimbursable list, the City will notify the Association president or designee.
3. In consideration of the allowance provided above, all uniformed police officers will provide and maintain their own uniforms in accordance with the City specifications and the Department Policy. Police officers not required to wear uniforms will wear clothing in conformity with City requirements and Department Policy.
4. The City agrees to issue each member of the tactical team (SAU) with required clothing and safety equipment.
5. The City agrees to issue each member of the motorcycle unit (TSS) with required motor boots, breeches and safety equipment.
6. The City agrees to issue police officers assigned to the bicycle patrol with required clothing and safety

equipment.

7. The City agrees to provide body armor, safety equipment, duty handgun and gun belt with required cases, pouches and holsters to all employees in accordance with City specifications and Department Policy. Body armor will be purchased via the Western States Contracting Alliance (WSCA) or other mutually agreed upon contract.

## **Article 6: Hours of Work**

1. Hours worked will include vacation, compensatory time, sick leave, personal leave, physical fitness leave and union release time for the purpose of calculating weekly overtime.
2. Duty hours for employees should be consecutive and consistent with other provisions of this agreement. However, TDY assignments, limited duty and/or disciplinary action/administration reassignment may necessitate member's to have uncompensated lunches. Any assignment that is administrative in nature requiring an uncompensated lunch will be pre announced in the job posting.
3. Duty hours of employees may consist of eight (8) hour, ten (10) hour, or other options greater than ten (10) hour shifts per week to equal an eighty (80) hour pay period. Should the Department discontinue 4/10s on an employee wide basis, the Association and affected employees will be given thirty (30) calendar days written notice prior to taking such action. New schedules may be mutually agreed upon by the Association and the Department; the Department shall seek the input of the Association.
4. The City will have the exclusive right to adjust an employee's work schedule to provide that the employee will not complete in excess of 40 hours worked as defined in Article 6: Hours of Work, Section 7 of this Memorandum of Understanding in the applicable seven (7) day work period, even if such adjustment results in the employee not working on a regularly scheduled shift.
5. During scheduled shift rotation there will be a minimum of fifteen (15) hours off between shifts (thirteen hours for employees working a 4/10 schedule). If this is not possible, the employee will receive overtime compensation at his/her regular rate of pay for each full hour worked within the described fifteen (15) hour period (thirteen hour period for employees working a 4/10 schedule).

### **6. Canine Program**

Officers assigned as canine handlers will be authorized four (4) work hours each week to provide routine care and grooming of the canine at the officer's home, or other location as appropriate. Such authorization is not cumulative and unused time will not be carried over to a subsequent week. Depending on service level needs, the time may be assigned to be worked within or in addition to the normal work shift assignment. Officers will not record such hours at times when the canine is kenneled or the assigned officer is otherwise not directly providing the care for the canine. Officers assigned to this program will report use of these hours to the supervisor.

### **7. Motorcycle Program**

Officers assigned to motorcycle enforcement will be authorized two (2) work hours each week to provide general maintenance and cleaning of the motorcycle at the officer's home, or other location as appropriate. Such authorization is not cumulative and unused time will not be carried over to a subsequent week. Depending on service level needs, the time may be assigned to be worked within or in

addition to the normal work shift assignment. Officers will not record such hours at times when the assigned officer is on vacation, sick, or other approved leave or otherwise not riding the motorcycle as a normal function of the officer's duties. Officers assigned to this program will report use of these hours to the supervisor.

8. Change in Shift Assignment

- a. The Police Chief has the discretion to make involuntary changes in shifts, days off or job assignments. These re-assignments will not be for arbitrary reasons.
- b. With the joint approval of the Association and the Department, employees may change shifts and days off prior to the next scheduled posting of shift assignments and rotation.
- c. An employee must be notified of a change in normally scheduled shift forty-eight (48) hours before the change is to take place, except in cases of emergency. If an employee is required to work non-scheduled hours without the above notice, the employee will be compensated two (2) hours at straight time, plus one and one-half (1.5) times the employee's hourly rate for hours worked.
- d. When practical, an employee must be notified at least fourteen (14) days in advance of being sent out of the Valley to any advanced officer training or schooling.
- e. When a Patrol Services Bureau shift assignment becomes available more than ninety (90) days prior to the scheduled shift change, that one shift assignment may be filled based on seniority unless management has reason(s) to place a probationary employee in that shift assignment or has no intent to fill or intends to eliminate that shift assignment. If possible, at least seven (7) days notice of the vacancy shall be provided.

The employee must be eligible for shift bid and subsequent vacancies created by the initial move are not available for bid.

9. Shift preference will be submitted on a calendar year basis unless otherwise agreed by the Association and the Police Chief.

Prior to shift change the Department will post all positions and specialty assignments. All eligible employees will bid for shifts and days off by seniority for their assignments at shift change.

Upon the completion of the shift bidding process, the new assignments indicating the employee's new shifts and days off will be posted no later than two (2) months prior to the effective date of the shift change.

10. Employees will be permitted to trade work days or substitute for one another where the substitution is voluntarily undertaken and agreed to solely by the employees, and with prior approval of the appropriate Deputy Chief or designee. It will be the sole responsibility of the involved employees to ensure that attendance on the effected day is met. The ability to exchange work days or substitute for another is for the convenience of the employees and in no case will a substitution or the subsequent repayment of the work exchange be considered in the computation of overtime or for the purpose of achieving any premium pay under this contract. In all cases, the repayment of the substitution will be completed within twenty eight (28) days of the work exchange.

11. Seniority will generally be used as the primary factor in determining the assignment of overtime work.

- a. The Department will reserve the right to consider an employee's work history, skill level, specialization, availability, assigned equipment or tools, and the employee's safety record in the determination of the assignment of overtime.
- b. Employees eligible for voluntary overtime will have completed post-PTO.
- c. Operational overtime will be voluntary. However, the City reserves the right to assign overtime as needed to respond to exigent circumstances, when insufficient volunteers are available to ensure adequate staffing is maintained or to conduct mandatory training.
- d. Employees may volunteer to work overtime by placing their name on a list with other employees in order of seniority. When time permits, overtime will be first offered to those employees on the list in order of seniority. If staffing requirements are not met by utilization of this list, or when time does not permit, employees not working and/or those on scheduled time off will be required to work overtime on the basis of reverse order of seniority.

#### **Article 7: Overtime**

Overtime will be worked and will be allowed if assigned by the Police Chief or his designee. Overtime will be calculated and paid at one and one-half (1.5) times the regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day work period.

In lieu of overtime pay, officers may accrue compensatory time at the rate of time and one-half.

In the event the State of Arizona or the United States imposes upon the City any additional form of leave, paid or unpaid for purposes of family or child assistance, such leave will not be considered as time worked for purposes of the regularly scheduled work week.

#### **Article 8: Compensatory Time**

1. It is the City's normal practice to pay overtime as monetary compensation on the pay date associated with the pay period in which the overtime is worked. If requested by the employee, the Police Chief or designee will grant accrual of compensatory time in lieu of direct pay for regular overtime worked and for overtime earned for court appearances. Overtime for special events, emergencies, or for grant funded activities will be directly paid and will not be authorized as accrued compensatory time.
2. Compensatory time may be accrued up to a maximum of one hundred forty (140) hours. Any overtime hours in excess of one hundred forty (140) accumulated compensatory time hours will be paid as overtime. Employees may request payment of up to eighty (80) hours of compensatory time at one time and during any pay period within the fiscal year. Total compensatory time payout will not exceed two hundred (200) hours per fiscal year.
3. Compensatory time off will be granted if the employee makes the request with sufficient time for the Department to make adjustments to the schedule, if adjustments are necessary to minimize the impact on Department operations.
  - a. The Police Chief will maintain the sole discretion to determine staffing levels and to adjust schedules as necessary to respond to the operational needs of the Department.



- b. The use of compensatory time off will be authorized to the first employee making a request. In the event two or more employees request compensatory time off at the same time, department seniority will prevail.
- c. Compensatory time off will be counted as hours worked for credit towards overtime calculation.

#### **Article 9: Off-Duty Assignments**

- 1. Off duty work is defined for the purpose of this article as work that is law enforcement related, and where the employer is other than the City. All employees will report all off duty hours worked to the Department within 24 hours of the first day they report back to their regular duty.
- 2. Employees will be allowed to work no more than a total of 30 hours of additional time, beyond their normal work schedule. This time will be determined by the employee and will include voluntary department overtime, extra duty and off duty. This time will not include any involuntary time in which an employee is required to work.
- 3. Seniority: The Department will maintain a seniority list for all employees willing to perform off-duty assignments. Off-duty assignments for any law enforcement-related job opportunities made available through the Department designated off-duty work coordinator will be distributed by seniority. Department seniority does not apply to off-duty work coordinated or arranged directly by an outside vendor/contractor which is defined as any company whose primary source of income is to provide security and traffic control.
- 4. Employees desiring to work off-duty assignments will advise the Department at shift change of their interest to do so per current Department Policy. After an initial sign up period of two (2) weeks, new names will be added to the bottom of the list in order of signing up, without regard to seniority.
- 5. When available, the Department will offer off-duty work opportunities only to employees on the list in order of their appearance on the list. Offers of off-duty work will be made in sequential order through the list, with new opportunities being offered first to the employee following the one who accepted the last offer. When the list is exhausted, offers will return to the top of the list. The intention of this paragraph is to equalize opportunities for off-duty work among all employees on the list.
- 6. Prior to being placed on the off-duty assignment list, an employee must have completed at least eight (8) months of his/her initial probationary period of twelve (12) months, and upon review by the Police Chief or his/her designee, based on experience and nature of off-duty work, on a case-by-case basis.
- 7. Under this section, hours worked shall not include vacation, compensatory time, sick leave, personal leave, holiday, physical fitness leave and union release time.

#### **Article 10: Leave**

##### **1. Vacation Leave**

- a. All full-time employees begin accruing vacation with the first day of each “Year of Employment” listed below so that, by the end of each year the employee would have earned the number of hours listed in the “Hours Accrued per Year” column.

| Years of Employment | Monthly Hours Accrued | Hours Accrued Per Year |
|---------------------|-----------------------|------------------------|
| 0-2.99              | 8.334 Hours           | 100 Hours              |
| 3-4.99              | 9.167 Hours           | 110 Hours              |
| 5-9.99              | 10.834 Hours          | 130 Hours              |
| 10-14.99            | 12.50 Hours           | 150 Hours              |
| 15-18.99            | 14.167 Hours          | 170 Hours              |
| 19+                 | 16.667 Hours          | 200 Hours              |

If the City moves to a payroll system that is able to accrue vacation leave per pay period, given the same annual accruals, the schedule would be:

| Years of Employment/Per pay Period |            |
|------------------------------------|------------|
| 0-2.99                             | 3:51 Hours |
| 3-4.99                             | 4:14 Hours |
| 5-9.99                             | 5:00 Hours |
| 10-14.99                           | 5:47 Hours |
| 15-18.99                           | 6:33 Hours |
| 19+                                | 7:42 Hours |

- b. Laterally hired employees, hired on or after July 1, 2008, who are fully qualified will be hired in at the accrual rate that is commensurate with the years of creditable service they bring with them, not to exceed that which is equal to the beginning of the 10<sup>th</sup> year. For the purposes of this section, “fully qualified” is defined as any officer who is currently AZPOST certified or who is eligible to take, and who passes, the AZPOST waiver, thereby having no need to attend the police academy before being assigned as a City of Peoria officer. For the purposes of this section, years of creditable service is defined as the years of full-time service as a peace officer.
- c. Employees will be allowed to accrue vacation leave up to three hundred sixty (360) hours annually. All vacation time which would normally accrue after having attained this amount will be forfeited.
- d. Paid vacation will be counted as hours worked for credit towards overtime calculation.
- e. When an employee is temporarily recalled to duty while on an authorized vacation out of the City and out of Maricopa County by order of the Police Chief or his designee, he/she will be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.
- f. Following the completion of five (5) years of full time service as a Police Officer with the City of Peoria, employees may request payment for vacation hours in excess of 120 hours. A maximum of forty hours will be paid in any fiscal year. Requests for payment shall not reduce the accrued balance below 120 hours. Requested payments shall be made in June and December based on accrued balances at the end of May and November.
- g. Effective as of July 2018, all Vacation Leave accrued above the maximum leave limits as of December 31 of each year will be forfeited with the exception of up to 40 hours which will be automatically paid at the employee’s current rate of pay in January.

## 2. Sick Leave

- a. A full-time employee will be entitled to paid sick leave. Employees will accrue sick leave at the rate of eight (8) hours each complete calendar month of work.
- b. Employees will accrue unused sick leave from previous years to a total of one thousand one hundred fifty two (1,152) hours. Any accrual above 1,152 at the end of April will be paid fifty percent (50%) during the month of May. This amount is to be deposited into the employee's RHS account.
- c. In the event of an employee's death while employed by the City, all of the employee's accumulated sick leave hours will be paid to his/her designated beneficiary on file with the City of Peoria Human Resources Department.
- d. Sick leave will be counted as hours worked for credit towards overtime calculation.

## 3. Emergency Clause

- a. It will further be the policy of the City to allow emergency donations of sick leave by employees to another employee to cover catastrophic illness or injury to the employee or an immediate family member (for Sick Leave purposes) as defined in the Personnel Administrative Regulations. Catastrophic is defined as a serious health condition which involves incapacity or treatment in connection with such inpatient or outpatient care, or continuing treatment by a health care provider from said inpatient or outpatient care.
- b. This donation of sick leave will not be used to bolster any employee's sick leave if that employee has any other leave credited to his/her account.
- c. In order to donate sick leave, the donating employee must have at least two hundred (200) hours of accumulated sick leave at the time of the donation.
- d. Donations must be transferred and credited in quarter (.25) hour increments.
- e. The donating employee may donate up forty (40) hours of sick leave to another employee. If an employee elects to donate more than forty (40) hours of sick leave to another employee, the donating employee must also donate a matching amount vacation time for all sick leave donated above the initial forty (40) hours.
- f. All sick leave donations cease after any type of other compensation is received, i.e., retirement disability, short-term disability, worker's compensation through another agency, etc. It is the employee's responsibility to notify the City when other compensation is received.
- g. Donations must be submitted on the City-approved form.
- h. Donations for the immediate family member require physician certification of catastrophic illness or injury.
- i. Sick leave donation approval is at the Police Chief's discretion.

#### 4. Personal Leave

Employees will receive two (2) days of personal leave each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. When used, this personal leave will be deducted in quarter-hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday; a total of twenty (20) hours per year for employees assigned to work ten (10) hour shifts and a total of sixteen (16) hours per year for employees assigned to work eight (8) hour shifts.

Personal leave will be counted as hours worked for credit towards overtime calculation.

#### 5. Industrial Leave

- a. Industrial leave is defined as leave necessitated by an injury or condition sustained through employment with the City, one which requires leave for treatment and/or recuperation as determined by a licensed physician.
- b. Industrial leave is not accrued, but is available through the Industrial Commission of Arizona in conjunction with State law and City policy.
- c. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged the employee.
- d. If injury/illness was incurred prior to July 1, 2009 and compensation is due on the claim, the employee will receive compensation directly from the insurance carrier. The employee must immediately endorse the check and provide the signed check to the Human Resources Department. Compensation will be provided through the regular payroll process.
- e. While on approved industrial leave, the employee will remain in full pay status accumulating all benefits due him/her. The employee shall not exceed 40 hours pay in a work week.
- f. If an employee works overtime within the workweek prior to an incident necessitating industrial leave, the employee shall remain eligible for overtime compensation for that workweek.

### **Article 11: Health and Dental Insurance**

1. The City will continue to offer health insurance under City approved plan(s) for employees and their qualified dependents.
2. The City will continue to offer a City approved dental plan for employees and their qualified dependents.
3. The City will provide a designated medical and dental employee only premium paid at 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.
4. The City agrees to involve a PPOA designee to participate in the Insurance Advisory Committee.
5. 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, July 2010 through June 30, 2013. 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.

- a. Memberships may not be waived in exchange for any other compensation.
- b. Memberships are not transferrable to non-eligible persons.
- c. The City will not substitute paid memberships at other fitness centers, gyms or recreation centers in lieu of membership at Rio Vista.
- d. The value of memberships is taxable to both the City and the Employee and taxes will be deducted from the employee's paycheck at six month intervals.

#### **Article 12: Life Insurance and Death Benefit**

1. The City will provide life and dismemberment insurance in the amount of two thousand (\$2,000) for each one thousand dollars (\$1,000) of an employee's current annual salary, rounded up to the nearest thousand dollars of the employee's pay range step.
2. In the event that an employee is killed in the line of duty, or dies from injuries sustained in the line of duty, the City will pay or reimburse up to fifteen thousand dollars (\$15,000) toward funeral related expenses to the designated agent or service provider.
3. ARS 38-1103 provides a death benefit should a member be killed in the line of duty or die from injuries sustained in the line of duty. In the event ASRS 38-1103 is repealed, this provision would be implemented:
  - a. In the event a member is killed in the line of duty, or dies from injuries sustained in the line of duty, the City shall maintain/offer health insurance for the surviving spouse and eligible dependents for a period of time not to exceed five (5) years from the date of the employee's death. The surviving spouse and/or eligible dependents are responsible for paying the employee's premium for the selected plan in accordance with the City's established cost share formula. Should the surviving spouse remarry, the new spouse would not be eligible for coverage.

#### **Article 13: Limited Duty Assignments**

1. The City may provide limited duty assignments for Police Officers who are unable to perform their normal duty assignments due to temporary injuries, physical or mental, that have occurred on or off-duty.
2. This limited duty assignment will not exceed a period of sixty (60) calendar days, unless to do so would be in the best interests of the City. Any extension of the sixty (60) calendar days will be with the recommendation of the Police Chief and will apply only to off-duty injuries.
3. With regard to on-duty injuries, the employee will be left on limited duty status until released by a physician certifying the officer is fit for full duty or until such time that the officer or the City seeks retirement under the medical clause.
4. Examples of limited duty assignments may consist of the officer conducting community relations programs, working as a callback officer taking reports by telephone, or assisting the Communications Division in extreme emergency situations, etc. However, should the officer not be able to perform these tasks, the Police Chief or his designee may provide an assignment within the scope of the officer's

ability(s).

## **Article 14: Court Appearances and Callbacks/Callouts**

### **1. Callbacks/Callouts**

- a. When an employee has completed his regularly scheduled shift and is called back to perform work of any nature within two (2) hours after his regular shift, he will receive a guaranteed minimum of three (3) hours pay at the appropriate overtime rate.
- b. When an employee is called to work prior to his regularly scheduled starting time, and continues to work into the regular shift, he/she will be paid for the time worked at the appropriate overtime rate up to the start of his regular shift. If an employee is called in at any other time, he/she will be guaranteed a minimum of three (3) hours pay at the appropriate overtime rate.
- c. An employee called back because of his/her own negligence, whether in the proper care and use of City equipment, or for his/her failure to complete official reports prior to securing for the day, will be paid for such callback at a rate of one and one half (1.5) times the officer's hourly rate of pay. However, the officer will not be eligible for the three (3) hour minimum pursuant to this section.
- d. For the purpose of calculating total work hours, only the time actually worked will be used.

### **2. Court Appearances (General)**

- a. When an employee is on Court duty outside their regularly scheduled shift, he/she will receive court duty compensation at the appropriate overtime rate and will be guaranteed a minimum of three (3) hours overtime pay for in-City court time and three (3) hours overtime pay for out-of-City court time. Should an employee have overlapping timeframes for court appearances, whether in-City or out-of-City, the employee will not be paid twice for the same time-frame. This will apply to all subpoenaed court appearances and hearings (i.e.: MVD, deposition). When recalled from leave, the employee will have the leave hours restored that are lost due to said appearance.
- b. Any court time within two (2) hours of an employee's duty start time, or immediately following the duty end time, will be paid at the appropriate overtime rate for the actual time worked. Periods of more than two (2) hours prior to their start time, or those that do not immediately follow their end time, will be paid in accordance with Section 1 above.
- c. Any court time which falls within regularly scheduled work time will not be compensated as premium pay, illustrated above.
- d. For the purpose of calculating total work hours, only the time actually worked will be used.

### **3. Off-Duty Arrests**

- a. Any employee who makes an off-duty felony arrest will receive a minimum of two (2) hours pay at the overtime rate, or the actual amount of hours required, whichever is the greater. The term "off-duty felony arrest" will not include an arrest made while privately employed in a law enforcement capacity.

#### 4. On-Call Court Time

- a. On-call court time will not be stand-by time, and the City agrees to guarantee a minimum payment, at straight time rate, for the equivalent of two (2) hours for each court session of on-call court time. Employees will not be required to remain at home, but will leave word as to where they may be reached. If actually called to court, the employee will be entitled to the two (2) hour minimum at the overtime rate for court appearances in addition to the on-call court time payment if the on-call time exceeds two (2) hours. For the purpose of calculating total work hours, only the time actually worked will be used.

#### **Article 15: Retirement Benefits**

1. Employees who retire (defined as an employee who retires and is eligible to receive PSPRS retirement benefits, including disability retirement) will be eligible to convert all accumulated sick leave to regular, straight-time pay on the following schedule:

Accrued sick time at the time of full City of Peoria retirement through PSPRS will be disbursed as follows:

1 to 499 all accrued hours paid at 25%  
500 to 899 all accrued hours paid at 50%  
900 hours and above all accrued hours paid at 75%

Such payment will be made to the Retiree Health Savings Account as provided under the provisions of the agreement and City regulations.

2. DROP Program - This program is open to those employees who qualify for the Public Safety Personnel Retirement System's Deferred Retirement Option Plan (DROP) as defined under Arizona Revised Statutes Title 38, Chapter 5, Article 4.

- i. A city deferred retirement option plan is established for those employees who become members of the system before January 1, 2012. The purpose of the city's deferred retirement option plan is to provide members access to an enhanced retirement benefit in addition to their normal retirement benefit on actual retirement.
- ii. The city shall offer the PSPRS Deferred Retirement Option Plan (DROP) to eligible members on a voluntary and irrevocable basis at time of election and acceptance by the local retirement board into the Public Safety Retirement's deferred option plan.

#### iii. Eligibility and Participation:

Members who elect to participate in the city's deferred retirement option plan (DROP) are eligible to participate in the 457 deferred compensation incentive program as established by the city. Upon entry into DROP, the decision to enroll or waive in the incentive program is voluntary and irrevocable during the DROP period and must be made at time of entering into DROP.

- a. DROP 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.

- b. DROP 2: The employee must continue to contribute to PSPRS; however the City will cease employer contributions to PSPRS as defined by the rules of the DROP program.

If the employee elects to participate in the 457 incentive program by putting in at least 7.65%, the City will also contribute 7.65% into the employee's 457 account.

- c. The combined employee and employer contributions to the city's 457 deferred compensation incentive program may not exceed the statutory limits of the plan set forth each year by the IRS.
- d. Contributions made to the city's 457 deferred compensation incentive program as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until distribution of the funds occurs. Upon distribution the funds become taxable to the employee.
- e. Contributions to the city's 457 deferred compensation accounts will cease once an employee retires from the city and/or reaches the maximum duration of participation in the Public Safety Retirement's deferred retirement option plan.
3. The City will provide a "Retired Police Officer Commission Card" and a "Retired Police Officer" badge to each officer who retires as defined in 1 above. Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit.
4. Upon request, the City will provide the last worn breast badge in a shadow box to the retiring employee, with the cost to be split between the City and the Association. Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit.
5. Upon retirement (as defined in 1. above) employees may elect to retain their duty weapon and one (1) magazine: Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit. Upon approval to retain the weapon, the employee may purchase it according to the following cost schedule:

| <u>Years of Service<br/>With the City of Peoria</u> | <u>Cost to Employee</u>                                                                 |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------|
| 20 or more years                                    | \$1.00                                                                                  |
| 15-20 years                                         | 25% of Fair Market Value of the Weapon                                                  |
| 10-15 years                                         | 50% of Fair Market Value of the Weapon                                                  |
| Less than 10 years                                  | At the discretion of the Chief; if approved, 100% of<br>Fair Market Value of the Weapon |

Fair Market Value will be determined by the City at the time of the employee's retirement.

#### **Article 16: Administrative Investigation/Disciplinary Policy**

1. Any material used as the basis for a disciplinary action (demotion, suspension, or termination) for officer violation of City or Department work rules or regulations must be included in the Personnel File, and



must be made available to that officer. Any other information that the City may have relating to the specific disciplinary action taken may not be used as a part of the disciplinary action against said officer if said information is not contained in the Personnel File.

2. An Officer who is required to prepare a memo in an administrative investigation may use not more than two (2) hours of duty time to prepare a written response to the Notice of Investigation and/or the allegations charged against the Officer. This policy will not apply to Investigations into criminal activity or charges.
3. The Department definition of “just cause” as defined in this Agreement applies to Administrative Investigations:
  - a. Clear, understandable rules communicated to employees.
  - b. Conduct thorough, objective investigation and render a decision based on the facts.
  - c. Decision makers consider mitigating and aggravating circumstances.
  - d. The discipline/corrective action is appropriate to the circumstances.

#### **Article 17: Polygraph Examination Policy**

1. The Association and the City both recognize the need for Police Officers to maintain a higher on-duty and off-duty standard of performance and conduct to assure a continued and uninterrupted preservation of peace, well-being and safety of the citizens and employees of the City and to maintain public confidence in the integrity of its law enforcement personnel. The Association and City agree that the use of polygraph examinations in the administrative investigative process of investigating alleged misconduct may be a legitimate investigative tool.
2. The Police Chief may order a polygraph of an Officer if a serious allegation is made against the Officer. The Officer may decline, unless the witness and complainant(s) have taken the polygraph first and passed. Serious allegations include a criminal act, abuse of authority, harassment with malicious intent, and reflection of an Officer’s integrity. In the absence of the Police Chief, or during periods of an acting Police Chief, the use of a polygraph examination may only be authorized by the City Manager or Deputy City Manager appointed by Council.
3. The Association and the City agree that the result of a polygraph examination will not stand as the sole and only evidence against, or for, an Officer in a disciplinary proceeding involving the dismissal, demotion, or suspension of an Officer, but will be used as a tool to supplement all other evidence and information obtained during the course of an Administrative Investigation into the Officer’s conduct. The polygraph questions will be narrowly focused on the issue(s) under investigation. The Officer and his representative, or attorney, may review the questions prior to administration of the polygraph. Officers may submit to a second polygraph examination from a polygraph examiner within seven (7) calendar days at no expense to the Officer if the initial results are inconclusive. The Officer has the option of obtaining the second polygraph examination from a licensed private sector polygraph examiner at his own expense from a list approved by the Association and the City. In the event that the City introduces evidence of the results of a polygraph examination of an Officer into a disciplinary proceeding, the Officer will be entitled to introduce the results of the second polygraph examination obtained under this Article.

4. If this examination policy is abused, the language in this Article will revert to the 1994 Article. Abused is defined as outside of the guidelines set forth in the Agreement where PPOA prevails through the grievance process as specified in this Agreement.
5. Nothing contained in this agreement will be construed as creating any privilege or prohibition against the admissibility of initial and second polygraph results in administrative proceedings reviewing the dismissal, demotion, or suspension of an Officer. Should an Administrative Investigation be concluded with a recommended finding of "Not Sustained," an Officer under Administrative Investigation for a serious allegation as defined in this Article, will have the right to request, and have, a polygraph examination administered at the expense of the City.

#### **Article 18: Seniority**

1. Seniority is defined as the length of full-time continuous employment as a peace officer with the City beginning on the date the employee becomes AzPOST certified, or the date of hire for those officers already certified by AzPOST. Those officers having the same certification date will be ranked by serial number.
  - a. A seniority list will be maintained and furnished by the City to the Association for posting on the Association's bulletin board thirty (30) calendar days prior to the beginning of the shift bid process. The list will provide the names, job titles and seniority ranking as established by this Article of all employees in the Department.
  - b. If a member leaves employment with the City of Peoria and is then rehired by the City of Peoria as a Police Officer, they will retain their initial seniority (as defined by MOU) as long as they are rehired within one year and one day of their initial end of employment.
  - c. If a member leaves employment as a PPOA member but remains a City employee and subsequently returns to a PPOA position, they will retain any previous seniority earned with PPOA. They will not be given credit for time spent in non-PPOA positions for purposes of seniority.
2. Seniority will be given due consideration in the selection of shifts and days off, provided the employee is otherwise qualified. Regardless of seniority, the Department reserves the right to place those employees whose performance standards need improvement to specific shifts and/or days off.
3. Seniority will be given due consideration in the selection of vacation and holidays after the shift bidding is completed and during the Department's designated two-week submission period. The vacation sign-up will be completed prior to the shift change.

#### **Article 19: Random Drug Screen**

The Peoria Police Department and Peoria Police Officers Association agree that Article 19 Random Drug Screening is added to this Memorandum of Understanding as Attachment B.

#### **Article 20: Grievance Procedure**

1. The City and Association agree to use one grievance procedure for issues contained in this MOU and grievances outside the terms of this agreement. The City and the Association agree that one grievance

procedure will be used for either a bona fide complaint of the MOU or PAR violation(s) and the employee may combine either violation into one (1) grievance.

## 2. Definition of Grievance

- a. A “grievance” is a written allegation by an employee, submitted on the approved grievance form, in a timely manner in accordance with this provision, alleging specific violations of the terms of this Memorandum or City PARs which are alleged to be violated and the specific remedy requested. Failure to identify the specific provisions of the Memorandum and the specific remedy will automatically terminate the grievance.
- b. A “Unit” grievance is a written allegation by the Association, submitted as herein specified, charging violation(s) of the specific express terms of the Memorandum that involve the entire unit and not merely the complaints of one or more employees and not of an operational nature and not merely a specific application of this Memorandum to one or more employees.

## 3. Informal Resolution

- a. It is the responsibility of employees who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their Supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level. If such informal discussion does not resolve the problem to the employee’s satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure. Employees may use not more than two (2) hours of duty time to prepare the formal grievance. Failure to complete and file a grievance within the specified time frame will automatically terminate the complaint. The employee is required to pursue the informal resolution process within 14 calendar days of the event or time of discovery.
- b. Prior to the employee’s submitting a formal grievance, the PPOA Grievance Committee will review the grievance in order to determine whether the issue is grievable. The PPOA President or designee will meet with the department director/Chief to see if the issue can be resolved. The purpose of this step is to reduce the number of grievances being filed.

## 4. Formal Grievance Procedure

### 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 immediate supervisor as designated by the City within fourteen (14) calendar days of the event- Informal resolution meeting. This time frame may be extended if both parties agree and are working toward resolution. Either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The Chief will have 14 days to respond in writing or to forward to the next step.

### Step 2

If the response to the first level of review does not result in resolution of the grievance, the grievant

or his/her representative may submit the grievance to a Labor/Management Committee for review and recommendation within fourteen (14) calendar days of the receipt of the step one response. The Committee will consist of up to two (2) representatives of the Association who were on the negotiating committee and up to two (2) representatives of the City Manager who were on the negotiating committee. Within fourteen (14) calendar days of having received the appeal, the Labor/Management Committee will meet to review the grievance, unless the date is mutually extended. Within fourteen (14) calendar days from the date of the committee meeting, the Labor/Management representatives will submit a recommended disposition of the matter to the City Manager.

### Step 3

If the response of the second level of review does not result in resolution of the grievance, the grievant and the Association may jointly invoke the Step 3 procedure to request arbitration, by filing an appeal within fourteen (14) calendar days (excluding City holidays) of receipt of the recommendation. Nothing precludes the City and the Association from mutually agreeing to combine more than one grievance into the same arbitration if they determine that multiple requests for arbitration fall under the same issue. Department management and the grievant, or their designated representative, will agree on an arbitrator. If they are unable to agree on an arbitrator within fourteen (14) calendar days (excluding City holidays), 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 fourteen (14) calendar days (excluding City holidays) of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person will then become the arbitrator. The arbitrator so selected will hold a hearing as expeditiously as possible at a time and place convenient to the parties, and will be bound by the following:

- a. The arbitrator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them.
- b. The arbitrator will expressly confine themselves to the precise issues submitted to them and will have no authority to consider any other issue not so submitted to them.
- c. The arbitrator will be bound by applicable State and City law.
- d. The arbitrator will, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.
- e. The costs of the arbitrator and any other mutually incurred costs will be borne equally by the parties.

### Step 4

If the arbitrator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager or designee within fourteen (14) calendar days of receipt of the arbitrator's recommendation.

The City Manager or designee may accept, modify, or reject the arbitrator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within twenty-one (21) calendar days of receipt of the appeal. The City Manager's or designee's decision is the final step in the Agreement appeal process.

Failure of Departmental representatives to comply with time limits specified in Step 1 and Step 2 will entitle the grievant to appeal to the next level of review, and failure of the grievant to comply with said time limits in this procedure will constitute abandonment of the grievance. The parties may extend time limits by mutual written agreement in advance.

#### **Article 21: Labor/Management Committee**

1. The Association and the City recognize the value and mutual benefit of maintaining an open and positive relationship and to provide for an orderly and positive means of resolving misunderstandings or difference which may arise. The parties further recognize the value of working cooperatively and in partnership to improve communication; to identify problems; to respond to rumors; to develop and recommend solutions to problems; and to jointly resolve matters of mutual concern.
2. The parties agree to participate in labor-management committees designed to facilitate improved relations by providing a forum for the free and open discussion of ideas and concerns and to attempt to resolve problems brought forward by either party.
  - a. Representatives serving on the committees will not lose pay or benefit for attending the meeting during their duty time.
  - b. The parties agree that subjects and issues submitted to and accepted for review by the committees, will not substitute for the resolution of disputes or issues under established grievance procedures or administrative investigations nor will be committees make decisions on matters that require changes to the existing Agreement
3. The Labor-Management Executive Committee will consist of five (5) representatives selected by the PPOA and five (5) representatives selected by the Police Chief.
  - a. The purpose of this committee is to act as the coordinator for Department labor-management efforts. The Committee will review and make decisions on recommendations and unresolved matters brought forward from the Department's Labor-Management Operations and Communications Committee.
  - b. The Police Chief and the PPOA President will serve as Co-Chairs.
  - c. The Committee Co-Chairs will jointly develop an agenda, which will be provided to all Committee members in advance of the meeting.
  - d. The Committee will meet quarterly or at other mutually scheduled times.
4. The Operations and Communications Committee will consist of six (6) members representing management and six (6) members representing the PPOA. The parties agree that the operations committee is benefited by a broad base of participants. To that end, the PPOA President, and the Police Chief, or their designees, will appoint members so that the Labor-Management Executive Committee is not duplicated.
  - a. The Operations and Communications Committee is established as a sub-committee of the Labor-Management Executive Committee.
  - b. In addition to Committee members, the Executive Committee, the Police Chief and the PPOA

President may refer items directly to the Operations and Communications Committee for problem solving.

- c. The Committee will act as a forum for a free exchange of ideas, concerns, and viewpoints. The purpose of the Committee is to improve working relations by sharing information, responding to rumors, identifying problems and developing recommended solutions.
  - d. The Committee will not make policy nor act as the final authority on matters brought to it for consideration. The Committee will forward recommendations to the Labor-Management Executive Committee or the Police Chief for review and approval as appropriate.
  - e. The designated Deputy Police Chief and the PPOA Executive Committee member will act as Committee Co-Chairs and will jointly establish the monthly agenda which will be shared with all Committee members prior to the meetings.
  - f. The Operations and Communication Committee will meet monthly or at other mutually agreed upon times.
5. Representatives of the Association who are serving on the Committee will not lose pay or benefits for attending the meeting during their duty time.
  6. Parties mutually agree that subjects and issues submitted to and accepted for review by the Committee will not substitute for the resolution of disputes or issues under established Grievance Procedures or Administrative Investigations nor will the Committee make decisions on matters that require changes to the existing Agreement.
  7. The Committee will coordinate Department labor/management efforts.

## **Article 22: Prohibition of Strikes and Lockouts**

1. The Association and the employees covered by this Memorandum recognize and agree that rendering of Police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City.
2. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents will for any reason authorize, institute, aid or promote any lockout of employees covered by this Memorandum.
3. Should any employee during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 3 of this Article, the City Manager or his designee will immediately notify the Association that a prohibited action is in progress.
4. The Association will forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and will notify in writing all Association members and representatives of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification will be delivered to the office of the City Manager. In addition, the Association will order all employees violating this Article to immediately

return to work and cease the strike or prohibited activity. Such order will be delivered both orally and in writing to all employees violating this Article with copies of the written order to be delivered to the office of the City Manager.

5. Penalties or sanctions the City may assess against employees who violate this Article will include, but not be limited to:
  - a. Discipline up to and including discharge.
  - b. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.
6. Should the Association during the terms of this Memorandum and until such time that it is expressly and legally rescinded, breach its own obligations under this Article, it is agreed that all penalties set forth in Ordinance #88-13, as amended, will be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
7. Nothing contained herein will preclude the City or the Association from obtaining judicial restraint or from seeking damage from each other in the event of a violation of this Article.
8. There will be no lockout by the City unless required to protect and preserve the public peace, health, or safety of the City and its residents or required by the City to enforce any violation of this Ordinance, or Memorandum of Understanding, or any applicable laws.

#### **Article 23: Fiscal Crisis**

1. The parties to this MOU acknowledge that in the event of a fiscal crisis the City may request the employee organization to modify this MOU for the purpose of including alternatives to temporary reductions in force or the permanent elimination of positions in City employment.
2. The term “fiscal crisis” will mean an event followed by a declaration of emergency by the City and may include loss of state revenues, reduction in City sales tax revenues or an emergency increase in expenditures not included in the regular City budget.
3. The City will provide the Association with a request to reopen the MOU specifying the specific actions requested. The Association will have ten (10) days to accept or reject the request. If the employee organization accepts and request, the process will be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions legally permitted under state law, the City charter, code, and/or ordinances.

#### **Article 24: Saving Clause**

1. If any article or section of this MOU should be held invalid by operation of laws or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the MOU will not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them will meet and confer to endeavor to agree on a substitute provision, or that such a substitute provision is not indicated.
2. It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain of the wage and premium pay provisions of this MOU and this MOU will be administered in

compliance with the F.L.S.A. for so long as the Act is applicable.

3. It is understood by the parties that the benefits provided by this MOU in Articles pertaining to Association Rights, Grievance Procedure and activities constituting Labor-Management joint endeavors, conducted under this MOU will not be interpreted as requiring the employer to count as hours worked, and any hours or fractions thereof spent outside the employee's work shift in pursuit of such benefits. The employer will count as hours worked time spent within the employee's regular work shift in pursuit of such benefits.

#### **Article 25: Term and Effect**

1. This MOU will remain in full force and effect commencing on July 1, 2018 and terminating on June 30, 2021.
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 MOU.
3. The City or PPOA has the right to go to the City Council to request an extension of the MOU if negotiations are not completed by June 30, 2021.
4. This MOU constitutes the total and entire agreements between the parties and no verbal statement will supersede any of its provisions.

#### **Article 26: Copies of Memorandum**

1. Within sixty (60) days of the date that this MOU is adopted by the City Council, the City will arrange for printing of jointly approved copies of it for furnishing one to every employee, supervisor and to management personnel. Prior to the final printing, a proof will be reviewed by the City. The cost of such duplication and distribution will be borne equally by the Association and the City.



IN WITNESS WHEREOF, the parties have set their hand this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

CITY OF PEORIA

PEORIA POLICE OFFICERS' ASSOCIATION

By:

By:

\_\_\_\_\_  
Jeff Tyne, City Manager

\_\_\_\_\_  
Cameron Lebbon, Police Officer  
PPOA President

\_\_\_\_\_  
Steve Burg, City Attorney

\_\_\_\_\_  
James Cousin, Police Officer  
PPOA Vice President

\_\_\_\_\_  
Dede Balcom Gaetz  
Lead Negotiator, City of Peoria

\_\_\_\_\_  
Norm Bacon, Police Officer  
PPOA Vice President

\_\_\_\_\_  
Geena Valenzuela  
Negotiation Team Member, City of Peoria

\_\_\_\_\_  
Mitch Fuller, Police Officer  
Treasurer, PPOA

\_\_\_\_\_  
Andrew Fantasia, Police Officer  
Sergeant at Arms, PPOA

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

# ATTACHMENT “A”

First full pay period in July of respective fiscal year.

| Peoria Officer             | Step | Hourly Rate |             |             |
|----------------------------|------|-------------|-------------|-------------|
|                            |      | FY19        | FY20        | FY21        |
| Assigned as Police Officer | 1    | \$25.616456 | \$26.384950 | \$26.912649 |
| After 1st Year             | 2    | \$26.897381 | \$27.704302 | \$28.258388 |
| After 2nd Year             | 3    | \$28.242452 | \$29.089726 | \$29.671520 |
| After 3rd Year             | 4    | \$29.654196 | \$30.543822 | \$31.154698 |
| After 4th Year             | 5    | \$31.137158 | \$32.071273 | \$32.712698 |
| After 5th Year             | 6    | \$32.693864 | \$33.674680 | \$34.348174 |
| After 6th Year             | 7    | \$34.328860 | \$35.358726 | \$36.065900 |
| After 7th Year             | 8    | \$37.120288 | \$37.120288 | \$37.862694 |

## ATTACHMENT “B”

### 1) Purpose

The Peoria Police Department recognizes that in order to meet the high standards of performance, professionalism, and personal conduct required of those involved in the police profession, its employees must be free from the debilitating effects of illegal drugs. The improper or illegal use of any controlled substance harms the integrity of and undermines the public’s confidence in the Department, and cannot be tolerated. This order establishes the procedures for testing employees of and applicants to the Department to discourage the illegal use of controlled substances, and ultimately to maintain the integrity of the Department.

All applicants for police positions and reinstatement to sworn positions will submit to controlled substance screening prior to being hired.

#### Process

1. The Police Chief or designee will administer the selection procedure, and the Professional Standards Unit authorized vendor will monitor the selection process to ensure its integrity.
2. Individuals who are subject to drug screening will have their name and serial number placed on a list. The selection will be made through the use of a computerized random system.
3. The screening will be for the drugs or classes of drugs listed in this attachment B.
4. Attachment B1 shall be used for reasonable suspicion testing purposes only and does not apply to random testing.
5. After employees submit to screening, they will be returned to the random pool and will again be subject to controlled substance screening.

#### Procedures

##### 1. Screening

Upon selection of an employee to be screened for controlled substances, the Professional Standards Unit will contact the employee’s supervisor. The supervisor will be responsible for notifying the employee during the employee’s next scheduled shift. If notification cannot be accomplished within four (4) calendar days, the employee’s supervisor will notify the Professional Standards Unit by returning the directive with a reason for the lack of notification. Upon or after notification, the employee will be required to report immediately to the nearest open authorized vendor for screening.

- a. Employees who are unable to report immediately for screening after having been notified, due to court, work requirements, etc., will notify their immediate supervisor and report as soon as possible after completion of the conflicting task.
- b. Time will not be allotted for the employee to confer with an Association representative or attorney prior to testing.

c. Employees will present the Directive to Appear for Controlled Substance Screening Form, received from the supervisor, to authorized vendor personnel for documentation of appearance. Employees will then return the original form to their immediate supervisor for forwarding to the Professional Standards Unit.

d. Failure to report immediately for screening will subject the employee to disciplinary action.

e. Whenever there is reason to believe that an employee altered or substituted the specimen to be provided, the authorized vendor attendant will call the on-duty supervisor and he/she will respond to authorized vendor. The supervisor may order the employee to provide an observed specimen. When an observed specimen is ordered, the person observing the collection will note the observation on and sign the Directive to Appear for Controlled Substance Screening Form.

2. Laboratory Analysis Procedures: The laboratory selected and the personnel employed by the laboratory will comply with all current guidelines mandated by the Department of Transportation, Office of Secretary, 49 CFR Part 40.

a. Initial Test: The initial screening will use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. A small portion of the original test sample will be used to test for marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, amphetamines and anabolic steroids. The following initial cut-off levels will be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

|                       |      |
|-----------------------|------|
| Marijuana metabolites | 50   |
| Cocaine metabolites   | 300  |
| Opiate metabolites    | 2000 |
| Phencyclidine         | 25   |
| Amphetamines          | 1000 |

Anabolic Steroids                      19-nor-androsterone (nandrolone  
Metabolite) and the testosterone/epitestosterone (T/E) ratio.  
The reporting limit for nandrolone metabolite is 2 ng/mL

(\* 25 ng/ml if immunoassay specific for free morphine)

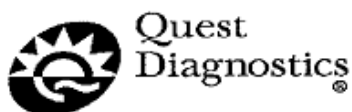
b. Confirmatory Test: All specimens identified as positive on the initial test will be confirmed, using gas chromatography/mass spectrometry (GC/MS), at the cut-off values listed in this paragraph for each drug. All confirmations will be quantitative analysis, using a small portion of the original sample. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory record as "greater than highest standard curve value."

|                                 |     |
|---------------------------------|-----|
| Confirmatory Test Level (ng/ml) |     |
| Marijuana metabolites           | 15  |
| Cocaine metabolites             | 150 |

|                                                  |      |
|--------------------------------------------------|------|
| Opiate metabolites                               |      |
| Morphine                                         | 2000 |
| Codeine                                          | 2000 |
| Phencyclidine                                    | 25   |
| Amphetamines                                     |      |
| Amphetamine                                      | 500  |
| Methamphetamine                                  | 500  |
| (Delta-9-tetrahydrocannabinol-9-carboxylic acid) |      |
| (**Benzoylgonine)                                |      |

Testing for anabolic steroids is typically detection based and not deterrence based. Consequently, any of the listed analytes (see Attachment B1) that screen positive and are identified by GC/MS confirmation (typically 2-10 ng/mL) on a second aliquot are reported. There are two notable anabolic agents that utilize reporting numeric criteria – 19-nor-androsterone (nandrolone metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone metabolite is 2 ng/mL and limited quantitative results may be available. Any specimen with a nandrolone metabolite level exceeding the highest calibrator is reported as a “greater than” result (e.g. >100 ng/mL). For the T/E ratio, any specimen with a T/E ratio greater than the cutoff, 6/1 is reported as positive.

Attachment B-1



21791N - ANABOLIC STEROIDS EXPAND

Req Name: SPORTS I EXPANDED

Urine Tested by GC/MS for the following Analytes:

Anabolic Androgenic Agents:

1-Testosterone &/or Metabolite/ 1-Androstendiol/ 1-Androstendione  
Bolasterone Metabolite  
Boldenone/ Boldione/ Quinbolone Metabolite  
Calusterone Metabolite  
Clenbuterol  
Clostebol Metabolite  
Danaol/ Ethisterone &/or Metabolite  
Dehydrochloromethyltestosterone (DHCMT) Metabolite  
Dihydrotestosterone/ Drostandiol &/or Metabolite  
Desoxymethyltestosterone Metabolite  
Drostanolone &/or Metabolite  
Estra-4,9-dien-3,17-dione Metabolite  
Fluoxymesterone Metabolite  
Formebolone Metabolite  
Furazabol Metabolite  
4-Hydroxytestosterone/ Formestane Metabolite  
6a-Methylandrosterone Metabolite  
Mestanolone Metabolite  
Mesterolone &/or Metabolite  
Methandrostenolone (Methandienone, Dianabol) Metabolite  
Methandriol &/or Metabolite  
Methasterone Metabolite  
Methenolone &/or Metabolite  
Methylnortestosterone Metabolite  
Methyltestosterone Metabolite  
Methyl-1-testosterone &/or Metabolite  
Mibolerone &/or Metabolite  
Nandrolone/ 19-Norandrostendione/ 19-Norandrostendiol Metabolite  
Norclostebol Metabolite  
Norethandrolone/ Ethylestrenol Metabolite  
Oxabolone Metabolite  
Oxandrolone &/or Metabolite  
Oxymesterone  
Oxymetholone Metabolite  
Prostanozol Metabolite  
Stanozolol Metabolite,  
Stenbolone &/or Metabolite  
Testolactone Metabolite  
Testosterone/ Androstendione/ Androstendiol/ DHEA (T/E Ratio >6)  
Trenbolone Metabolite

Masking Agents:

Probenecid  
Epitestosterone (> 200 ng/mL)

**CITY OF PEORIA, ARIZONA  
VISTANCIA COMMUNITY FACILITIES  
DISTRICT COMMUNICATION**

Agenda Item: 23C.

Date Prepared: 11/1/2017

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, District Manager  
**FROM:** Rhonda Geriminsky, District Clerk  
**SUBJECT:** Minutes

---

**Staff Recommendation:**

Discussion and possible action to approve the May 16, 2017 Vistancia Community Facilities District Meeting minutes.

**ATTACHMENTS:**

May 16, 2017 Minutes

**Contact Name and Number:**

Rhonda Geriminsky, (623) 773-7340

**MINUTES OF THE VISTANCIA COMMUNITY FACILITIES DISTRICT BOARD**  
**CITY OF PEORIA, ARIZONA**  
**COUNCIL CHAMBER**  
**May 16, 2017**

The Vistancia Community Facilities District Board met in open and public session at 8401 West Monroe Street immediately following the conclusion of the new business of the Peoria City Council.

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

**Board Youth Liaisons:** Kaitlyn Edwards.

**Members Absent:** Sam Owen, Board Youth Liaison.

**Other Municipal Officials Present:** Carl Swenson, District Manager; Jeff Tyne, Deputy District Manager; Julie Arendall, Deputy District Manager; Steve Burg, District Counsel; Linda Blas, Acting District Clerk; Thomas Adkins, Intergovernmental Affairs Director; Andy Granger, Development and Engineering Director; Katie Gregory, Management and Budget Director; Chris Jacques, Planning and Community Development Director; Stuart Kent, Public Works/Utilities Director; Laura Ingegneri, Human Resources Director; Brent Mattingly, Finance Director; Benny Pina, Deputy Police Chief; Gary Bernard, Deputy Fire Chief; John Sefton, Community Services Director; Jennifer Stein, Office of Communications Director; and Natalie Gilstrap, Management Analyst.

**Audience:** Approximately 10 members of the public were present.

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

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

Chairperson Carlat announced that the Consent Agenda included a Public Hearing on the final budget and tax levy estimates for Fiscal Year 2018 for the Vistancia Community Facilities District. There were no requests from those present to address this agenda item.

Chairperson Carlat asked if any Board Member wished to have an item removed from the Consent Agenda. Having no requests from the Board, motion was made by Board Member Binsbacher, seconded by Board Member Finn, to approve the Consent Agenda.



Upon vote, the motion carried unanimously 7 to 0.

**CONSENT – New Business:**

**Clerk's Note:** The agenda item numbers shown below reflect the items as they were numbered on the agenda.

**30C. Minutes**

Approved the May 2, 2017 Vistancia Community Facilities District Board Meeting minutes.

**31C. PUBLIC HEARING - District Budget and Tax Levy for Fiscal Year 2018**

No Board action required.

**32C. Final District Budget and Tax Levy Estimates for Fiscal Year 2018**

Adopted **RES. VCFD 2017-02** approving the final budget and tax levy estimates for Fiscal Year 2018 for the Vistancia Community Facilities District; ordering that an Ad Valorem Tax be levied and assessed on the assessed value of all property within the District; and providing for certified copies of this Resolution to be delivered to the appropriate agencies.

**Call To The Public (Non-Agenda Items)**

None.

---

Cathy Carlat, Board Chairperson

ATTEST:

---

Rhonda Geriminsky, District Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the Vistancia Community Facilities District Meeting held on the 16<sup>th</sup> day of May, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 28<sup>th</sup> day of November, 2017.

(Seal)

---

Rhonda Geriminsky, District Clerk

**CITY OF PEORIA, ARIZONA  
VISTANCIA COMMUNITY FACILITIES  
DISTRICT COMMUNICATION**

Agenda Item: 24C.

Date Prepared: 10/23/2017

Council Meeting Date: 11/28/2017

---

**TO:** Jeff Tyne, District Manager  
**THROUGH:** Andy Granger, Deputy District Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Ingress/Egress Easement, Central Arizona Water Conservation District,  
Vistancia Boulevard and Westland Road

---

**Purpose:**

This is a request for District Board to adopt a Resolution authorizing the execution of an Ingress/Egress Easement to Central Arizona Water Conservation District (CAWCD) for access through the Vistancia ReUse Reservoir Zone 1 & 2 site/Vistancia Booster Zone 1 & 2 site at the northwest corner of Vistancia Boulevard and Westland Road.

**Background/Summary:**

During the design of the Vistancia Boulevard crossing of the CAP canal, CAWCD requested access to their existing operations and maintenance (O&M) road. Due to limitations of topography and residential development, the safest point for CAWCD to access their O&M road is via the Vistancia ReUse Reservoir Zone 1 & 2 site/Vistancia Booster Zone 1 & 2 site. The easement will follow the existing reservoir access road and then veers around the reservoir's restricted area towards the CAP canal. Construction of the crossing is complete which has triggered the granting of the ingress/egress easement to CAWCD.

**Previous Actions:**

There has been no previous action by the District Board for this easement request.

**Options:**

**A:** Approve the adoption of the Resolution authorizing the execution of the Easement for Ingress/Egress.

**B:** Deny adoption of the Resolution resulting in no public record of the existence or location of the ingress/egress for CAWCD.

**Staff Recommendation:**

Discussion and possible action to adopt **RES. VCFD 2017-03** authorizing the District Manager to execute the Ingress/Egress Easement to Central Arizona Water Conservation District, northwest of Vistancia Boulevard and Westland Road.

**Fiscal Analysis:**

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

**Narrative:**

Recordation of this easement will provide a public record of the existence and location of Central Arizona Water Conservation District's access across the reservoir/booster sites.

**ATTACHMENTS:**

Vicinity Map

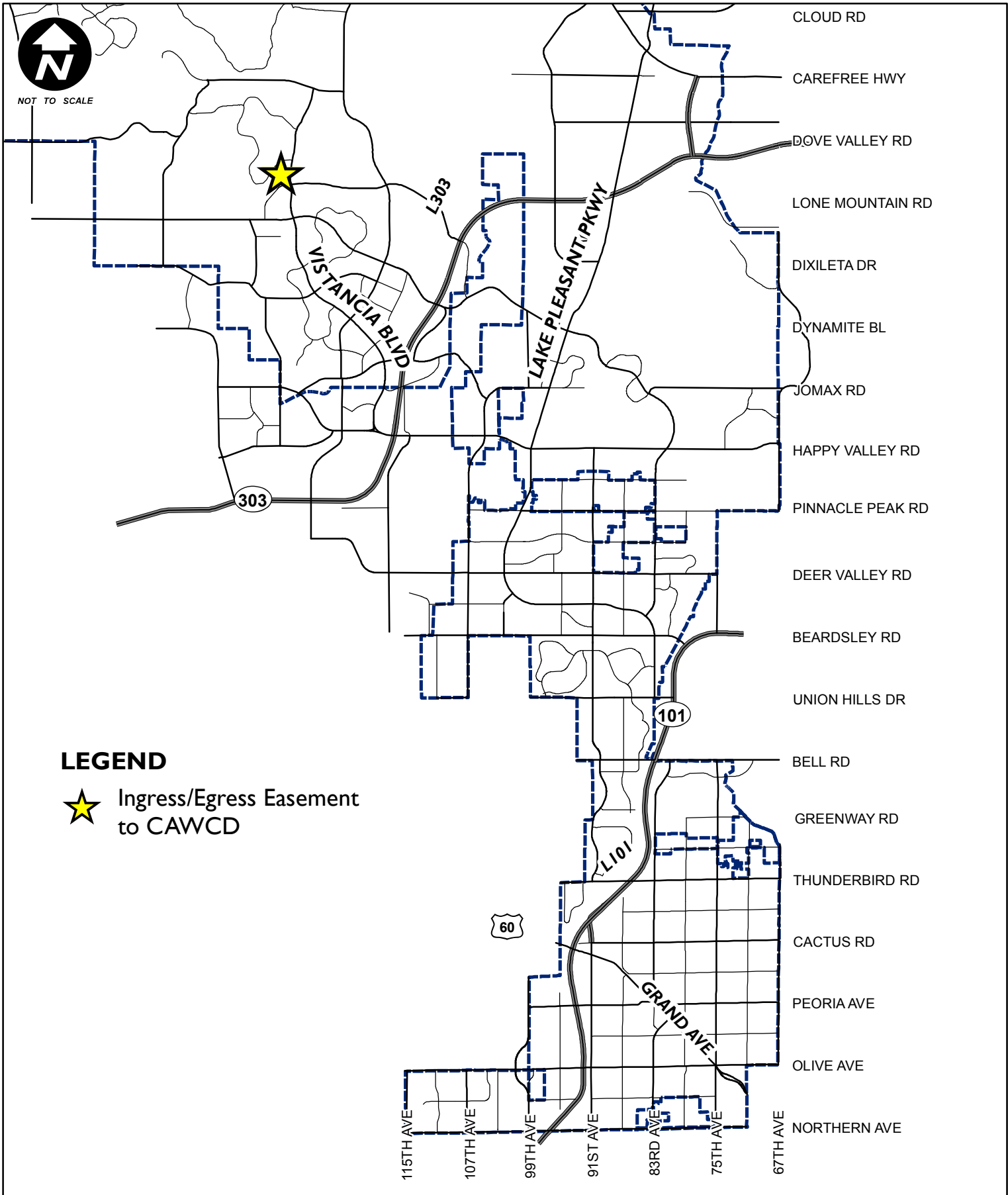
Location Map

Resolution

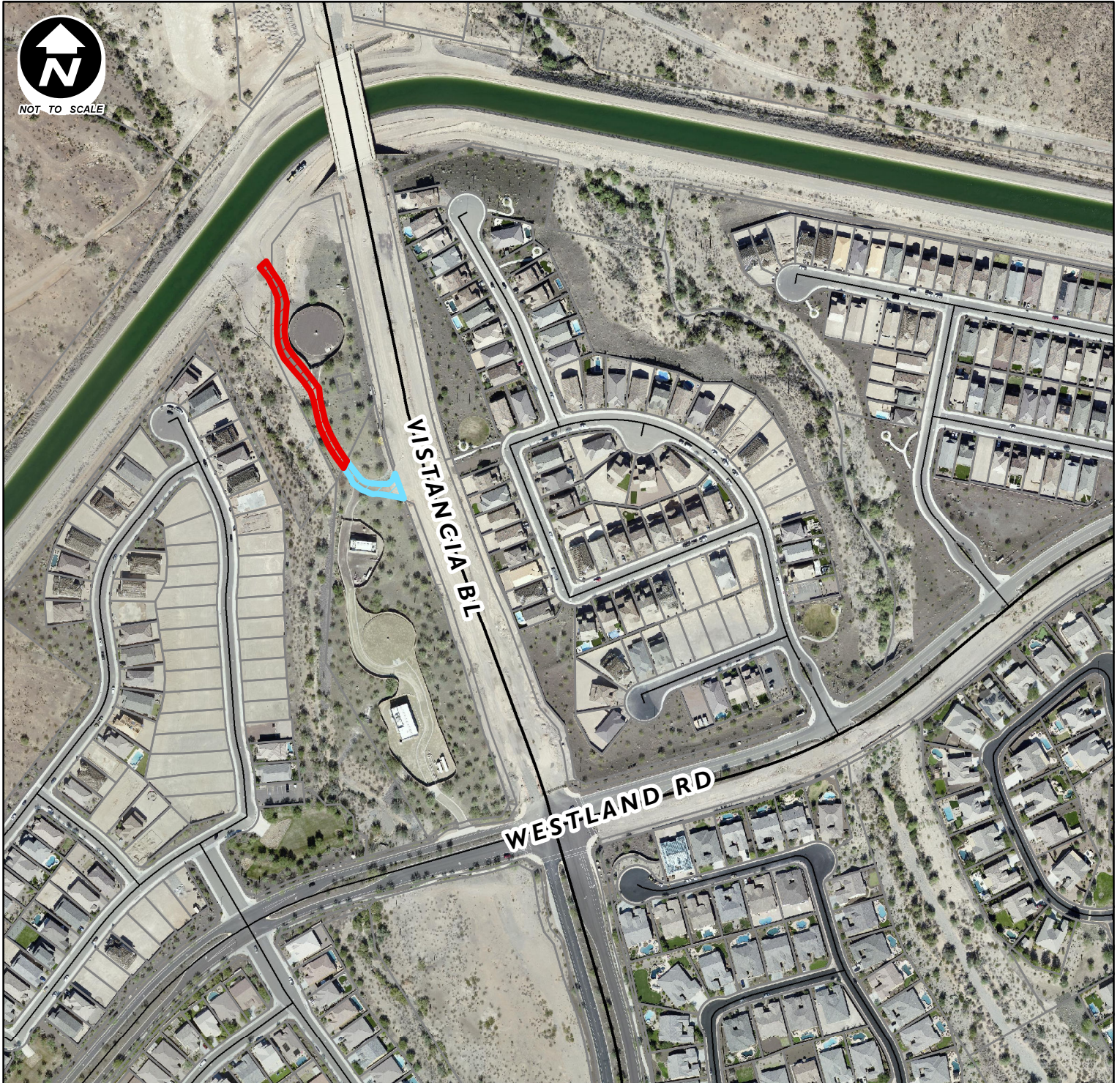
Resolution Exhibit

**Contact Name and Number:**

Angela Manuel, Real Estate Coordinator, (623) 773-7728







**LEGEND**



Ingress/Egress Easement - City



Ingress/Egress Easement - VCFD



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



RESOLUTION NO. VCFD 2017-03

(VISTANCIA)

A RESOLUTION OF THE DISTRICT BOARD OF VISTANCIA COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE GRANTING OF AN EASEMENT TO CENTRAL ARIZONA WATER CONSERVATION DISTRICT FOR INGRESS/EGRESS ACROSS VISTANCIA BOOSTER ZONE 1 & 2 SITE.

WHEREAS, Central Arizona Water Conservation District has requested the District Board to grant an Ingress/Egress Easement to allow access to the CAP canal operations and maintenance road that is adjacent to the Vistancia Booster Zone 1 & 2 site at 32154 N Vistancia Boulevard; and

WHEREAS, pursuant to Arizona Revised Statutes Section 48-709(A)(3), the District Board may convey any right, title or interest in any District real property in such terms as the District Board determines to be appropriate and necessary; and

WHEREAS, pursuant to State law and in accordance with findings that granting the easement is appropriate and necessary, the District Board consents to the granting of an Ingress/Egress Easement to Central Arizona Water Conservation District and authorizes the District Manager to execute all documents; and

THEREFORE, BE IT RESOLVED that the District Board of the Vistancia Community Facilities District authorizes the granting of an Ingress/Egress Easement to Central Arizona Water Conservation District, and authorizes the District Manager to execute the Ingress/Egress Easement.

PASSED AND ADOPTED by the District Board of the Vistancia  
Community Facilities District this 28<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Cathy Carlat  
Chairman, District Board,  
Vistancia Community Facilities District

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky  
District Clerk,  
Vistancia Community Facilities District

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen J. Burg  
District Council  
Vistancia Community Facilities District

Effective Date: \_\_\_\_\_

ATTACHMENT:

1. Ingress/Egress Easement



When recorded, return to:  
City of Peoria  
City Clerk  
8401 West Monroe Street  
Peoria, AZ 85345

### INGRESS/EGRESS EASEMENT

THE VISTANCIA COMMUNITY FACILITIES DISTRICT, a community facilities district formed by the City of Peoria, Arizona and duly organized and validly existing pursuant to the laws of the State of Arizona, ("GRANTOR"), for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Central Arizona Water Conservation District, a permanent, perpetual and non-exclusive ingress and egress easement for the following purposes, namely: The right to access and enter upon, over, across, and on the following described real property situated in Maricopa County, Arizona:

SEE EXHIBIT "A" And "B" ATTACHED HERETO AND BY THIS  
REFERENCE INCORPORATED HEREIN

To have and to hold the said easement unto the Central Arizona Water Conservation District, and unto its successors and assigns forever.

Grantor hereby covenants that it has lawfully seized and possessed the aforementioned tract or parcel of land/real property; that it has good and lawful right to sell and convey it; and that Grantor will warrant the title and quiet possession thereto against the lawful claim of all persons.

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

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

Grantor shall be responsible for constructing and maintaining such easement or for the construction of any improvements over, across, and under the surface that may be deemed necessary to make such easement accessible.

This easement shall run with the land and shall be binding upon Grantor and their heirs, successors and assigns.

GRANTOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF ARIZONA     )  
                                          ) ss.  
County of Maricopa     )

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

EXHIBIT  
LEGAL DESCRIPTION OF  
ACCESS EASEMENT

All that certain lot, tract, or parcel of land, being a part of that certain deed to Vistancia Community Facilities District recorded in Document No. 2005-0996192, MCR, and being situated in a portion of the West half of Section 14, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County aluminum cap stamped "2002 / RLS-21782" for the Southwest corner of said Section 14, from which a found U.S.G.L.O. brass cap dated 1922 for the South Quarter corner of said Section 14 bears South 89 deg. 42 min. 09 sec. East (Basis of Bearings) - 2643.52 feet;

THENCE North 04 deg. 09 min. 38 sec. East, a distance of 2687.43 feet to the Northwest line of said Vistancia Community Facilities District tract, from which a found 1/2" rebar with cap stamped "#3315) for the most northerly Northwest corner of same bears South 25 deg. 33 min. 03 sec. West - 38.53 feet, said point being the TRUE POINT OF BEGINNING;

THENCE North 25 deg. 33 min. 03 sec. East along said Northwest line, a distance of 22.42 feet, from which a found 1/2" rebar (no tags) for the most northerly corner of said Vistancia Community Facilities District tract bears North 25 deg. 33 min. 03 sec. East - 164.37, said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 340.00 feet, a central angle of 0 deg. 51 min. 38 sec., and being subtended by a chord which bears South 37 deg. 22 min. 16 sec. East - 5.11 feet;

THENCE in a southeasterly direction along said curve to the left and departing said Northwest line, a distance of 5.11 feet;

THENCE South 37 deg. 48 min. 05 sec. East tangent to said curve, a distance of 43.31 feet to a Point of Curvature of a circular curve to the left, having a radius of 60.00 feet, a central angle of 46 deg. 08 min. 29 sec., and being subtended by a chord which bears South 60 deg. 52 min. 19 sec. East - 47.02 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 48.32 feet;

THENCE South 83 deg. 56 min. 33 sec. East tangent to said curve, a distance of 62.45 feet to the Northeast line of said Vistancia Community Facilities District tract and the West right-of-way line of Vistancia Boulevard as shown in Document No. 2007-1158078, MCR;

THENCE South 20 deg. 24 min. 04 sec. East along said Northeast line and West right-of-way line, a distance of 22.34 feet;

THENCE North 83 deg. 56 min. 33 sec. West departing said Northeast line and West right-of-way line, a distance of 72.41 feet to a Point of Curvature of a circular curve to the right, having a radius of 80.00 feet, a central angle of 46 deg. 08 min. 29 sec., and being subtended by a chord which bears North 60 deg. 52 min. 19 sec. West - 62.70 feet;

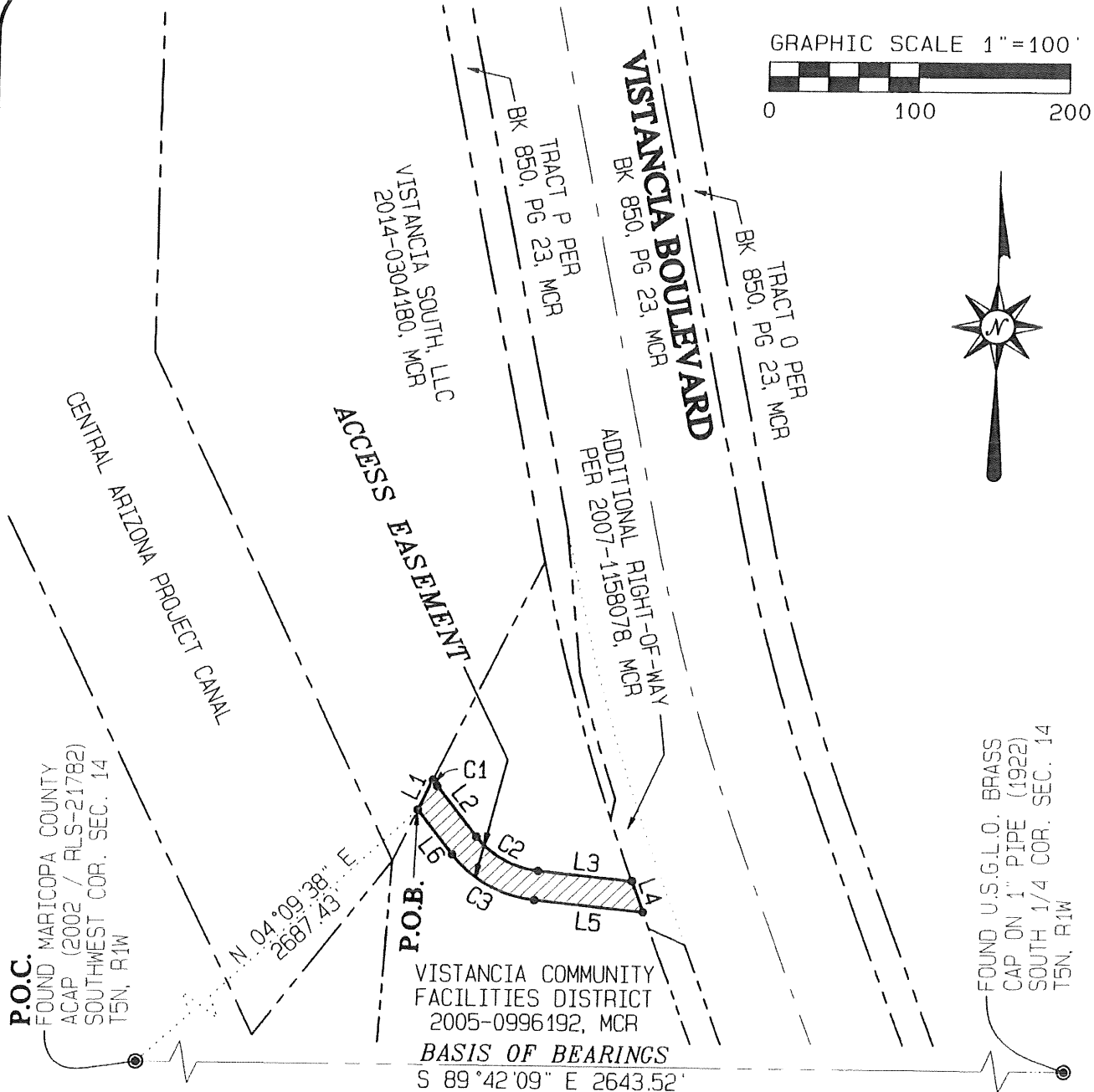
THENCE in a northwesterly direction along said curve to the right, a distance of 64.43 feet;

THENCE North 37 deg. 48 min. 05 sec. West tangent to said curve, a distance of 38.36 feet to the POINT OF BEGINNING, containing 3,344 square feet or 0.077 acres of land, more or less.

Exhibit attached and made a part hereof.



EXPIRES 3/31/2016



SEE SHEET 4 OF 4 FOR  
LINE AND CURVE DATA

SHEET 3 OF 4

**EXHIBIT MAP**  
**SHOWING A PORTION OF THE**  
**WEST HALF OF SEC. 14, T5N, R1W, G.&S.R.B.&M.**  
**MARICOPA COUNTY, ARIZONA**

**GOODWIN**  
**AND**  
**MARSHALL**  
INC.

**CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS**  
4809 E. Thistle Landing Dr., Suite 100, Phoenix, AZ 85044  
(602) 218-7285

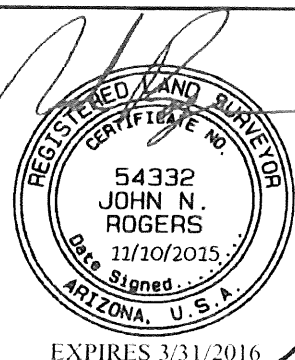
Scale: 1" = 100'

Date: 11/10/2015

Job No.: 10688A

Drafted: J.N.R.

Checked: R.D.H.



EXPIRES 3/31/2016

### LINE TABLE

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N25 °33 '03"E | 22.42'   |
| L2   | S37 °48 '05"E | 43.31'   |
| L3   | S83 °56 '33"E | 62.45'   |
| L4   | S20 °24 '04"E | 22.34'   |
| L5   | N83 °56 '33"W | 72.41'   |
| L6   | N37 °48 '05"W | 38.36'   |

### CURVE TABLE

| CURVE | RADIUS  | ARC    | DELTA       | CHORD BEARING | CHORD  |
|-------|---------|--------|-------------|---------------|--------|
| C1    | 340.00' | 5.11'  | 0 °51 '38"  | S37 °22 '16"E | 5.11'  |
| C2    | 60.00'  | 48.32' | 46 °08 '29" | S60 °52 '19"E | 47.02' |
| C3    | 80.00'  | 64.43' | 46 °08 '29" | N60 °52 '19"W | 62.70' |

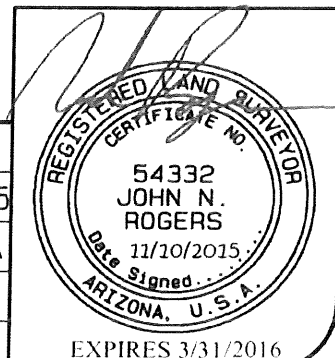
SHEET 4 OF 4

EXHIBIT MAP  
SHOWING A PORTION OF THE  
WEST HALF OF SEC. 14, T5N, R1W, G.&S.R.B.&M.  
MARICOPA COUNTY, ARIZONA

**GOODWIN**  
**MARSHALL** INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS  
4809 E. Thistle Landing Dr., Suite 100, Phoenix, AZ 85044  
(602) 218-7285

Scale : NONE  
Date : 11/10/2015  
Job No. : 10688A  
Drafted : J.N.R.  
Checked : R.D.H.



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 25.

Date Prepared:

Council Meeting Date: 11/28/2017

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**TO:** Jeff Tyne, City Manager  
**FROM:** Rhonda Geriminsky, MMC, City Clerk  
**SUBJECT:** Council Calendar

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**Purpose:**

To provide the Mayor and City Council with the City Council Calendar for November and December.

**ATTACHMENTS:**

November  
December

**Contact Name and Number:**

Rhonda Geriminsky, (623) 773-7340



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## NOVEMBER 2017

[Next Month >>](#)

| SUNDAY | MONDAY | TUESDAY                                                                                                                              | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|--------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------|----------|
| 29     | 30     | 31                                                                                                                                   | 1         | 2        | 3      | 4        |
| 5      | 6      | 7<br>5:00 PM<br><a href="#">Special City Council Meeting &amp; Study Session</a><br>7:00 PM<br><a href="#">City Council Meeting</a>  | 8         | 9        | 10     | 11       |
| 12     | 13     | 14                                                                                                                                   | 15        | 16       | 17     | 18       |
| 19     | 20     | 21                                                                                                                                   | 22        | 23       | 24     | 25       |
| 26     | 27     | 28<br>5:00 PM<br><a href="#">Special City Council Meeting &amp; Study Session</a><br>7:00 PM<br><a href="#">City Council Meeting</a> | 29        | 30       | 1      | 2        |

[<< Previous Month](#)**DECEMBER 2017**[Next Month >>](#)

| SUNDAY | MONDAY | TUESDAY                                                                                                                                  | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------|----------|
| 26     | 27     | 28                                                                                                                                       | 29        | 30       | 1      | 2        |
| 3      | 4      | 5                                                                                                                                        | 6         | 7        | 8      | 9        |
| 10     | 11     | 12<br>4:00 PM<br><a href="#">Special City Council Meeting &amp; Executive Session</a><br>7:00 PM<br><a href="#">City Council Meeting</a> | 13        | 14       | 15     | 16       |
| 17     | 18     | 19                                                                                                                                       | 20        | 21       | 22     | 23       |
| 24     | 25     | 26                                                                                                                                       | 27        | 28       | 29     | 30       |
| 31     | 1      | 2                                                                                                                                        | 3         | 4        | 5      | 6        |

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 26.A.

Date Prepared: 11/8/2017

Council Meeting Date: 11/28/2017

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**FROM:** Rhonda Geriminsky, MMC, City Clerk

**SUBJECT:** 2018 Council Meeting Calendar

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**Purpose:**

Provided for Council's review and information is the 2018 City Council meeting calendar.

**Background/Summary:**

Pursuant to Proposition 495, passed by the voters at the August 30, 2016 Primary Election, the Council is no longer required to adopt an annual meeting calendar; therefore, the 2018 Council meeting calendar is being provided for informational purposes only.

Please note that only one meeting will be held in the months of August, November and December, and no meeting will be held in July. Council meeting calendar appointments will be sent reflecting this schedule.

**ATTACHMENTS:**

2018 Council Meeting Calendar

**Contact Name and Number:**

Rhonda Geriminsky, (623) 773-7341

# 2018 COUNCIL CALENDAR

| Jan-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          | 1  | 2  | 3  | 4  | 5  | 6  |
| 7        | 8  | 9  | 10 | 11 | 12 | 13 |
| 14       | 15 | 16 | 17 | 18 | 19 | 20 |
| 21       | 22 | 23 | 24 | 25 | 26 | 28 |
| 28       | 29 | 30 | 31 |    |    |    |

Jan 1 - New Year's Day  
 Jan 1-5 - PUSD & DVSD New Year's Break  
 Jan 15 - Martin Luther King Day  
 Jan 31 - ACMA Winter Conference

| Feb-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 |    |    |    |

Feb 1-2 - ACMA Winter Conference  
 Feb 19 - President's Day

| Mar-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | 30 | 31 |

Mar 13 - Election Day (If Needed)  
 Mar 11-14 NLC Congress. City Conf.  
 Mar 19-23 - PUSD Spring Break  
 Mar 26-30 - DVSD Spring Break  
 Mar 31-Apr 1 - Passover Begins

| Apr-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
| 1        | 2  | 3  | 4  | 5  | 6  | 7  |
| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |
| 29       | 30 |    |    |    |    |    |

Mar 31-Apr 1 - Passover Begins  
 Apr 1 - Easter  
 Apr 5, 9, 11 - Budget Study Sessions  
 Apr 6-7 - Passover Ends

| May-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 | 29 | 30 | 31 |    |    |

May 15 - Election Day (If Needed)  
 May 20-21 - Shavout  
 May 28 - Memorial Day

| Jun-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    | 1  | 2  |
| 3        | 4  | 5  | 6  | 7  | 8  | 9  |
| 10       | 11 | 12 | 13 | 14 | 15 | 16 |
| 17       | 18 | 19 | 20 | 21 | 22 | 23 |
| 24       | 25 | 26 | 27 | 28 | 29 | 30 |

| Jul-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
| 1        | 2  | 3  | 4  | 5  | 6  | 7  |
| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |
| 29       | 30 | 31 |    |    |    |    |

July 4 - Independence Day  
 July 18-20 - ACMA Summer Conference

| Aug-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    | 1  | 2  | 3  | 4  |
| 5        | 6  | 7  | 8  | 9  | 10 | 11 |
| 12       | 13 | 14 | 15 | 16 | 17 | 18 |
| 19       | 20 | 21 | 22 | 23 | 24 | 25 |
| 26       | 27 | 28 | 29 | 30 | 31 |    |

Aug 20-24 - League Annual Conference  
 Aug 28 - Election Day

| Sep-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    |    | 1  |
| 2        | 3  | 4  | 5  | 6  | 7  | 8  |
| 9        | 10 | 11 | 12 | 13 | 14 | 15 |
| 16       | 17 | 18 | 19 | 20 | 21 | 22 |
| 23       | 24 | 25 | 26 | 27 | 28 | 29 |
| 30       |    |    |    |    |    |    |

Sept 3 - Labor Day  
 Sept 10-11 - Rosh Hashanah  
 Sept 19 - Yom Kippur  
 Sept 24-25 - Sukkot  
 Sept 23-26 - ICMA Annual Conference

| Oct-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          | 1  | 2  | 3  | 4  | 5  | 6  |
| 7        | 8  | 9  | 10 | 11 | 12 | 13 |
| 14       | 15 | 16 | 17 | 18 | 19 | 20 |
| 21       | 22 | 23 | 24 | 25 | 26 | 28 |
| 28       | 29 | 30 | 31 |    |    |    |

Oct 1 - Sh'mini Atzeret  
 Oct 2 - Simchat Torah - No Study Session  
 Oct 8 - Columbus Day

| Nov-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | 30 |    |

Nov 6 - Election Day - (If Needed)  
 Nov 12 - Veterans Day  
 Nov 7-10 - NLC City Summit Conference  
 Nov 19-23 - PUSD Thanksgiving Break  
 Nov 21-23 - DVSD Thanksgiving Break  
 Nov 22 - Thanksgiving Day

| Dec-2018 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    |    | 1  |
| 2        | 3  | 4  | 5  | 6  | 7  | 8  |
| 9        | 10 | 11 | 12 | 13 | 14 | 15 |
| 16       | 17 | 18 | 19 | 20 | 21 | 22 |
| 23       | 24 | 25 | 26 | 27 | 28 | 29 |
| 30       | 31 |    |    |    |    |    |

Dec 24-Jan 4 - PUSD & DVSD Christmas Break  
 Dec 25 - Christmas

|  |                                          |
|--|------------------------------------------|
|  | Council Meeting                          |
|  | Council Workshops & Budget Study Session |
|  | Election Day                             |
|  | Conferences                              |

|  |                             |
|--|-----------------------------|
|  | City Holidays               |
|  | Jewish Holidays             |
|  | PUSD and DVSD School Breaks |

1st 2019 Meeting: Tentative 1/8/2019