

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

City Council Meeting Notice & Agenda

Tuesday, September 19, 2017
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345



Special Meeting

5:00 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) Labor negotiations with the Peoria Police Officers Association (PPOA) and American Federation of State, County, and Municipal Employees (AFSCME) Local 3282 regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of employees of the public body pursuant to ARS 38-431.03.A.5.

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) Labor negotiations with the Peoria Police Officers Association (PPOA) and American Federation of State, County, and Municipal Employees (AFSCME) Local 3282 regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of employees of the public body pursuant to ARS 38-431.03.A.5.

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

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

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

Arizona Open Meeting Act:

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

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

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

Study Session

Convene immediately following Executive Session Meeting

Roll Call

Study Session Agenda

Subject(s) for Discussion Only

3. Sign Code Update, Zoning Ordinance Text Amendment

Adjournment

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call to Submit Speaker Request Forms

Consent Agenda

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

Consent

4 C. Disposition of Absence

Discussion and possible action to approve the absence of Councilmember Binsbacher from the Regular City Council Meeting held on September 5, 2017.

5 C. Minutes

Discussion and possible action to approve the September 5, 2017 City Council Meeting minutes.

6 C. Benevilla Grant Application, Gila River Indian Community, State Shared Revenue Grant Program

Discussion and possible action to adopt **RES. 2017-97** in support of Benevilla's grant proposal and awarded funds from the Gila River Indian Community State Shared Revenue Grant Program.

7 C. **Intergovernmental Agreement, Arizona Water Bank Authority, Purchase Long-Term Storage Credits**

Discussion and possible action to: (a) approve an Intergovernmental Agreement with the Arizona Water Banking Authority; and (b) approve an appropriation adjustment not to exceed \$820,083.

8 C. **Resolutions Ordering the Sale of City of Peoria Pledged Transportation Tax Revenue Refunding Obligations and City of Peoria Pledged Excise Tax/State Shared Revenue Refunding Obligations**

Discussion and possible action for: (a) consideration and possible adoption of **RES. 2017-101** approving the sale and execution and delivery of pledged Excise Tax/State Shared Revenue refunding obligations, evidencing all the interests of the owner thereof in a purchase agreement, to prepay a city lease agreement, which financed a portion of the costs of the community theater; approving the form and authorizing the execution and delivery of necessary documents; delegating authority to the City Manager and Chief Financial Officer or Deputy Finance Director to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency; and (b) consideration and possible adoption of **RES. 2017-102** approving the sale and execution and delivery of pledged Transportation Tax revenue refunding obligations, evidencing all the interests of the owner thereof in a purchase agreement, to prepay a prior purchase agreement, which financed certain street and roadway improvements; approving the form and authorizing the execution and delivery of such necessary documents; delegating authority to the City Manager and Chief Financial Officer or Deputy Finance Director to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency.

9 C. **Life in Christ Lutheran Church Annexation, Northwest Corner 75th Avenue and Banff Lane**

Discussion and possible action to adopt **ORD. 2017-41** approving the annexation of approximately 95,334 square feet (2.18 acres), located at the northwest corner of 75th Avenue and Banff Lane.

10 C. **Land Acquisition, 99th Avenue and Northern Avenue**

Discussion and possible action to: (a) approve the Real Estate Purchase Agreement authorizing the acquisition of the vacant land north of the northwest corner of 99th and Northern Avenues; and (b) approve a budget transfer in the amount of \$80,000 from the UT00326 - Water Meter Replacement Program account to the UT00329-Reclaimed Water Booster Land Purchase at IPS account.

11 C. **Abandonment of City Interest, Sewer Line Easement, Arrowhead Entertainment Center Tract M-1**

Discussion and possible action to adopt **RES. 2017-98** abandoning the City's interest in a portion of a Sewer Line Easement per the Replat of Lot 10 and Tract M of Arrowhead Entertainment Center as recorded in Maricopa County Recorder Book 583 Page 39.

12 C. **Abandonment of City Interest, Federal Patent Easement, 9413 West El Cortez**

Discussion and possible action to adopt **RES. 2017-99** declaring an emergency to abandon City interest in a portion of a Federal Patent Easement as recorded in Maricopa County Recorder Docket Number 3424 Page 11.

13 C. **Dedication of Public Roadway, Northern Avenue west of 85th Avenue**

Discussion and possible action to adopt **RES. 2017-100** authorizing the City Manager to execute the Dedication of Public Roadway.

14 C. **Replat, Fourth Amended Plat of a Condominium Final Plat of CV Condominiums Phase One, Lake Pleasant Parkway and Cibola Vista Drive**

Discussion and possible action to approve the Repat, Fourth Amended Plat of a Condominium Final Plat of CV Condominiums Phase One, located at Lake Pleasant Parkway and Cibola Vista Drive, subject to stipulations.

15 C. **Replat of Building 6 - Units 69-72, Olive Business Park, Olive Avenue and Loop 101**

Discussion and possible action to approve the Repat of Building 6 - Units 69-72, Olive Business Park, located at Olive Avenue and Loop 101, subject to stipulations.

16 C. **Replat, Parcel 6 of Cibola Vista, Lake Pleasant Parkway and Cibola Vista Drive**

Discussion and possible action to approve the Repat, Parcel 6 of Cibola Vista, located at Lake Pleasant Parkway and Cibola Vista Drive, subject to stipulations.

17 C. **PUBLIC HEARING - Liquor License, Pho for Days, 15703 North 83rd Avenue, Suite #100**

Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Pho for Days, located at 15703 North 83rd Avenue Suite #100, Peter H. Schelstraete, Applicant, LL#20018541.

Regular Agenda

New Business

18 R. **PUBLIC HEARING - Cross of Glory Church Annexation, 101st Lane and Jomax Road**

PUBLIC HEARING: RE: Annexation of approximately 7.52 acres of privately owned property located south of the intersection of 101st Lane and Jomax Road.

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION:

No Council action required.

19 R. **PUBLIC HEARING - Rezoning, Hidden Paradise Estates, Planned Area Development, 79th Avenue and Williams Road**

PUBLIC HEARING: RE: A request to rezone approximately 77.68 acres of property, generally located at the northeast corner of 79th Avenue and Williams Road from Single Family (R1-35) to the Hidden Paradise Estates Planned Area Development (PAD) District (case Z13-0008).

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION:

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation and adopt **ORD. 2017-42** approving the rezoning of approximately 77.68 acres of property, generally located at the northeast corner of 79th Avenue and Williams Road from Single Family (R1-35) to the Hidden Paradise Estates Planned Area Development (PAD) District.

Call To The Public (Non-Agenda Items)

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

Reports from City Manager

20. **Council Calendar**

21. Reports

A. Drowning Prevention Coalition of Arizona Corporate Award for Drowning Prevention

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>

City Manager

Jeff Tyne

City Clerk

Rhonda Geriminsky

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 3.

Date Prepared: 8/21/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Chris Jacques, AICP, Planning Director
SUBJECT: Sign Code Update, Zoning Ordinance Text Amendment

Purpose:

This study session is being held in order to provide an update to the City Council and receive feedback regarding progress on the Sign Code Modernization project, including a proposed draft code.

Background/Summary:

In collaboration with the relevant City departments, the Planning Division has undertaken an extensive project to modernize Article 21-827 ("Signs") of the Zoning Ordinance, otherwise known as the Sign Code.

The project was initially introduced to City Council at the March 1, 2016 City Council Study Session and an update was provided at the December 6, 2016 City Council Study Session. As previously indicated, the Sign Code has not been comprehensively updated since 1989 when it was approved by the Mayor and City Council by Ordinance 89-07. The City of Peoria has since tripled in population and legal and industry best practices related to signage have changed as well. The briefing memo, attached as Exhibit A, provides an overview of many of the significant changes to the code and describes some of the legal and policy concepts that have shaped the draft code. The Errata Sheet attached as Exhibit B, describes comments received from stakeholders, as well as staff responses. In addition to the written comments received, staff has considered informal suggestions and comments that were received prior to and during this process. The current proposed draft of the sign code is attached as Exhibit C.

Narrative:

As noted, this is an informational item only and no action will be taken by City Council at this time. Planning Staff will be available to answer any questions that the Council may have.

It is anticipated that this item will be brought back to City Council for formal consideration and recommendation at a later date, potentially October 17, 2017 depending on the discussion and

guidance provided at this Study Session.

ATTACHMENTS:

Sign Code Briefing Memo

Exhibit B - Errata Sheet

Exhibit C - Draft Sign Code

Contact Name and Number:

Melissa Sigmund, AICP, Principal Planner (623) 773-7603



Memorandum

Re: Sign Code Modernization Project

Project Purpose:

Comprehensive update of the “Signs” section of the Zoning Ordinance.

- Sign code has not been thoroughly revised since 1989.
- 2015 *Reed v. Town of Gilbert* Supreme Court decision necessitated changes to regulatory structure for signage.

Background:

2015 *Reed v. Town of Gilbert* Supreme Court decision

- The Town of Gilbert regulated temporary signs based on their message or sign content. Example: different requirements/allowances for real estate signs vs. signs advertising religious services/events.
- Supreme Court ruling bottom line: sign regulations can’t be *content-based*, i.e. the sign code can’t regulate or distinguish signs based on the signs’ messages or images – what the sign “says”.
- First Amendment protections: signs are considered speech and therefore regulations must be narrowing tailored to impact speech as little as possible while achieving “compelling” or significant government interests.
- Cities *can* regulate signs based on other factors such as:
 - safety ○ size ○ materials
 - aesthetics ○ portability ○ lighting
- AZ Attorney General Opinion: *Reed* does not impact ARS regarding political signs.

Key Project Goals:

- Remove content-based regulations in order to comply with the *Reed v Town of Gilbert* Supreme Court decision.
- Increase the user-friendliness of the new code for all users, including the public, businesses, signage professionals, and staff.
- Facilitate effective communication through signage while creating a functional and aesthetically appealing environment.

Significant Differences in New Code:

Technical/functional

- The document has been simplified. The number of pages has been cut in half from 48 to approximately 24.

- Dense text has been replaced with easy-reference tables, including illustrations.
- The number of sign types has been reduced significantly (from 33 to 15 permanent + 4 temporary sign types) and remaining sign types have been revamped.
- To address *Reed* and content-neutrality, signs have been classified and organized by characteristics such as placement and orientation (e.g. free-standing, projecting from a building wall, in a window, etc.) and site attributes (e.g. sites with drive-through uses).

Policy –Council/Community Preference –Community Character & Quality of Life

- Political Signs
 - State law requires cities to allow political signs in the right-of-way during the period 60 days before a primary election until 15 days after the general election.
 - City Council previously decided to extend this to 90 days prior to a primary election.
 - In order to comply with content-neutrality requirements, the new code would allow ALL signs, displaying *non-commercial messages*, meeting the size and placement requirements will be allowed in the right-of-way during this time frame. No permit will be required.
 - The non-commercial message clause was deemed appropriate and legally defensible by the CAO.
 - Previous Supreme Court rulings have differentiated between commercial and non-commercial speech, providing greater protection for non-commercial messages.
- Resident Right-of-Way Signs (*i.e. Open House/Realtor Signs*)
 - This new sign type would accommodate the type of signs often used for yard sales and open houses. Peoria residents and owners of residential property in the city would be allowed to display up to four small signs (max 3ft H, 6sf in area) in the right-of-way for up to four days, four times per year. No permit would be required.
- Yard Signs
 - 1 sign, max 3ft H, 3sf in area, allowed for up to 3 months at a time, no permit required.



- Temporary Signs for Undeveloped Properties (*i.e. Off-Site Subdivision Directional/off-site home builders signs*)

- 1 sign allowed for undeveloped parcels > 1acre, + 1 additional sign for every 600 lf of street frontage
- Max. 8ft H, 32sf in area
- Allowed for 1 year, may be renewed twice for up to 3 years total, sign permit required.
- Signs must be placed a minimum of 100ft away from all other signs of this type.



- New Subdivision (*i.e. On-Site Subdivision Advertising*)

- 1 sign per street frontage
- 32sf/sign for most developments, for developments 150ac+ 32sf/sign on interior streets, 96sf on perimeter streets
- Allowed for up to 3 years or when all subdivision lots are sold, whichever comes first.



- “Snipe Signs” (*i.e. illegal/rogue signs*)

- These small signs, often placed in the right-of-way are currently illegal.
- They will continue to be illegal, unless they follow “Resident Right-of-Way Sign” requirements, including having name and phone number of the individual posting the sign.



- Projecting Signs –new allowance for projecting signs, including under-awning, blade, and shingle signs that can be pedestrian-oriented and enhance the streetscape.



- Vehicle Signs –Signs on vehicles will only be allowed for vehicles consistently used in normal daily business, not for vehicles permanently parked on a site but not driven. Business vehicles will need to be parked either out of view of the right of way or as far from the right-of-way as feasible.



- Sign Walkers –Sign walkers, AKA sign spinners, sign flippers, or human billboards: a permit will no longer be required. Some location requirements remain for safety, however number of sign walkers per business have been removed and hours have changed from matching the business to daylight only.
- Free-standing Monument Signs –creation of a hierarchy of monument signs so that all non-residential properties are allowed some form of monument sign.
 - Recognition that larger commercial centers and uses on parkways and major roads have needs for taller/larger signs

Examples:

Primary Monument

8-16 ft max



Minor Monument

6-12 ft max



Internal Monument

3 ft max



- Building Signs
 - Non-residential uses will be permitted up to 33% more sign area for Building Wall Signs
 - Creative designs such as signage mounted on the edge of a canopy will be explicitly permitted.



- Freeway Signs
 - Allowances for Freeway Signs with smaller frontages (600 linear feet instead of current 1,320 linear feet minimum)
 - Slightly larger allowances for height and size, to increase freeway visibility.

- Old Town A-Frames
 - Max 6 square feet in area, 3 feet in height
 - Signs must be removed at the close of business each day.



Sign Code Modernization Project - Errata Sheet of Written Comments

Section / Page No.	Comment(s)	Response
34.2 ¶ 3 & 5	signs regulated as to appropriate use and the property they are on, to determine this content would be a factor	Sign content will not be used to determine context appropriateness, rather the nature of the use (i.e. residential, non-residential, or special circumstances such as a property that is listed for sale.) on the site will determine factors such as size and placement of signs
34.2 ¶ 4	Signs not expressly allowed in Article 34 are automatically not allowed. What is the compelling government interest. Doesn't appear to be narrowly tailored.	Removed
32.2 ¶ 6	Sign compative with land use. How will this be determined? Seems there will be some content based decision making.	Sign content will not be used to determine context appropriateness, rather the nature of the use (i.e. residential, non-residential, or special circumstances such as a property that is listed for sale.) on the site will determine factors such as size and placement of signs
34.4¶ A	Reasonable repairs. If damage exceeds 50% of reproduction cost according to an appraiser. Shouldn't this be cost per expert or sign maker? I'm thinking of fluctuating appraisal vs. market costs. Additionally, appraisal adds unnecessary expense to an already expensive sign repair/replacement. What about long time businesses whose sign is their brand? Would they be forced to essentially change their brand?	This has been modified to allow cost to be determined by a licensed appraiser or by fair market cost. This section recognizes reasonable limits on non-conforming uses. Because many of the new allowances are more generous than existing signage provisions, the number of new non-conforming signs created by this code adoption will be extremely minimal.
34.4 paragraph B	This is an unclear paragraph	This paragraph has been modified to increase clarity.
34.6 paragraph K	Signs in the existing and future right-of-way are prohibited. Appears to violate ARS 16-1019 C-1	Signage during political seasons has been permitted per ARS 16-1019 C-1 and exceeds the minimum time frame provided per this section.
34.6 paragraph N:	Signs on vehicles. Vehicle parked must not be visible on the right of way. I interpret this to mean vehicles with signs cannot be parked at curbs, on driveways, or in parking lots near a public street/sidewalk. Seems a problem. Once again, what is the government compelling interest? Additionally, it seems to disallow moving vehicles displaying signs when read in conjunction with 34.2 paragraph 4.	This section applies to vehicles parked at the business location. For instance, a vehicle operated by a flower shop when parked at the flower shop location whould need to be parked as far from the right of way as is feasible (regardless of the content of the signage on the vehicle -it could choose to advertise for a candy shop or wireless provider). Feasible may mean in the parking spaces assigned by the shopping center for the flower shops use or in a small center, those parking spaces farthest away from the right of way. The intent is to meet the purposes of this section as described in 34.2.
34.7 paragraph G	Original art displays only if approved by Peoria Arts Commission. Very broad and seems to impede the ability of homeowners or businesses to display art without city permission. Not narrowly tailored, what is the compelling government interest? Unnecessarily infringes on speech/expression.	Originally Art Displays specifically refer to media applied to building walls, most commonly encompassing murals. Because that majority of building facades require Design Review approval (Non-residential and new residential buildings in developments of 10+ lots), this is actually less restrictive than the current requirements and creates a mechanism for formally allowing the installation of wall murals outside of the architectural Design Review processes, which are not well adapted to address works of visual art such as these.
34 Table 1B	Non-residential awning. Verbiage says 80% awning face, but picture shows more coverage.	Limitation changed to 100% of awning face
34 Table 3D	Residential window sign with non-commercial message only. DB's with home offices and no other are required by DRE to have a sign at the entrance. With the advent of virtual offices, this would prevent licensees who are brokers from living and doing business in Peoria. Virtual offices do not have client traffic. Businesses with client traffic are already addressed in your residential and commercial zoning codes.	Home based businesses are not permitted to display business signage per the Home Occupation limitations in the Zoning Ordinance. Permanent Real Estate offices are not permitted as home occupations. Home offices are allowed, although no business signage may be displayed.

34 Table 4B	Neighborhood signs. One per neighborhood entrance. Only one sign at entrance is unlikely to adequately direct traffic to the open house. Leading people into a subdivision and then not directing them to the property is not advantageous to anyone and simple serves to upset property owners, those attempting to find the property and the neighbors who are asked for directions. In developments like Vistancia or West Wing this unnecessary regulation would dramatically impair the efficacy of open houses, garage sales and other neighborhood events. What is the compelling government interest? This does not seem to be narrowly tailored.	This sign type has been allowed to create opportunities to display messages within a residential neighborhood while the limited quantity balances the goals of maintaining the character of neighborhoods and creating a convenient, attractive, and harmonious community.
34 Table 4C	Non Residential special promo signs. We do not see the compelling government interest in limiting number of times a year and requiring permits. The A-frame signs are frequently used since the retail centers have little or no visibility from the street. In addition, there are several brokerages who share space with lenders or title companies. Due to the limitation on building signage, these businesses often place A-frame signs in public view so that people know their location. Limiting to 1 A-frame in these areas is not effective for the business. The limitation of 4 times a year seems arbitrary and unnecessary. Businesses conduct several promotions throughout the year for varying reasons. Limiting business to 4 promotional events seems to be an unnecessary intrusion into the business owners right to conduct business. On busy streets, these A-frame signs help to efficiently and safely lead traffic to its destination. Frequently retail center monument signs are too small to have all tenants clearly visible to the roadway traffic.	This sign type has been allowed to create opportunities for uses in non-residential districts to display messages on sign materials that are potentially less durable and less expensive for limited durations to lower barriers to effective communication, which may be of particular concern to small businesses. However, this is balanced against the purposes and intent of the ordinance in creating a convenient, attractive, and harmonious community. Permits are required in order to allow review of proposed signs and ensure public safety. For example, signs have been properly fastened to walls and contain appropriate wind cuts (banners), A-frames are not blocking ADA required pedestrian walkways or blocking visibility triangles for safe vehicular movement, and flags are located outside of visibility triangles, required easements, and right of ways. If a brokerage is sharing space, they may negotiate the rights to building signage in their lease/sub-lease agreement. The City would not restrict them from using Building Signage. Building signage may be divided up by the occupants of a suite at their own discretion.
34 Table 34D	Properties listed for sale, lease or rent. Sign limited to while property is listed. What about For Sale by Owner properties? This goes to basic property rights. Property owners should not be required to list their property with a licensed real estate agent/broker if they do not wish. Property owners have the right to advertise their property for sale or lease with no permits required, limits on time or unnecessary restrictions on sign placement. The limitation of one sign assumes the only place to effectively advertise a property is on the front footage. Frequently signs will be placed in other areas of the property in order to get maximum exposure. An example would be properties backing up to a community park, golf course or other amenity. Properties that front more than one community entrance also take advantage of this by placing signage visible to passersby. If there is to be a time limitation, it should reflect the reality of a market driven business. Perhaps something like: "as long as property is actively marketed, within 5 business days of listing termination, or within 5 business days of successful completion of the lease or sale transaction" Agents who use sign companies require adequate time for the sign company to complete the ordered task. Still goes to compelling government interest as an issue.	This sign type does not specify the manner of listing or require listing on the MLS. Properties listed for sale by owner would be considered listed for sale and therefore would be allowed this sign type. The limitation on the number of signs speaks to the purposes and intent of the code. The timeframe for display has been extended to the later of 10 days after the end of listing or completion of lease/sale transaction.
34 Table 4E	Election Season, non-commercial messages. Still treating signs differently based on content. Duration timeline does not address period prior to primary election, only general. Businesses need signs year around, not just at election time. Signs are still one of the most inexpensive and effective advertising tools business has, particularly small business.	Non-commercial speech and commercial speech may be regulated differently. Timeframes have been corrected. These signs are limited to non-commercial messages.
34 Table 4E	Residential Right of Way signs Shows a directional and stipulates must have a permit and is limited to 4 times/year. Since these signs could be used to direct people to events like open houses, the property owner and/or their agent should be able to get the permit. We question the necessity of a sign permit at all. What is the compelling government interest? This appears to be content based and an infringement of free speech.	permit requirement has been removed. The image is an example of the type of message that may be conveyed, it is not exclusive. The sign could also display a non-directional message such as "happy birthday John".

34.5	Electronic Message Board. It is not clear in the code if this sign type is allowed and if so under what conditions. We recommend that electronic message centers be allowed with reasonable standards in commercial and industrial or employment districts. This sign type provides economic benefits to the business community.	Electronic message boards are a form of changeable copy sign. In accordance with Arizona Administrative Code, changeable copy signs are permitted for gas station monuments.
34.5	Flashing. Two changes per hour is not considered a flashing sign. Typically flashing is dealt with rapid intermittent changes in illumination of around two seconds or less.	Noted. This is Peoria's definition based on community characteristics and values.
34.5	Grand Opening/New Business Sign. This type of sign description is content regulation since the City would need to read the content to determine compliance.	This is not content based regulation as the content of the sign is not relevant. The business/user of the location at which the sign is displayed must have received a valid business license within the past six months. If a valid business license has been issued for the address in question within the past six months the sign would be allowable.
34.6.A	Why is a cabinet sign over 6 square feet a prohibited use?	Regulation of aesthetics is a legitimate government purpose.
34.6.B	Changeable copy signs. As noted earlier the only section of this code that addresses this sign type is under flashing. Also this sign type appears to be allowed under a gas station price changer.	This appears to be a comment. A definition is provided for changeable copy. Changeable copy is prohibited unless specifically permitted. Changeable copy is specifically permitted for Gas Station Monuments (regardless of sign copy) in accordance with Arizona Administrative Statutes
34.6.C	Neon and similar tube type lighting. Why is neon not allowed? Many end users desire a retro look and neon is an excellent vehicle to accomplish this. Neon is also now very energy efficient and has a long life.	Regulation of aesthetics is a legitimate government purpose.
34.6.J.	What width pole cover is required?	This has been simplified to read as "pylon or pole signs over 3 feet in height". The intent is that signs over 3 feet must meet the definition of a monument sign, which has a base that is at least 50 % of the width of the sign.
34.9.B.2.	All illuminated signs shall be limited to a brightness of .3 foot candles above ambient lighting. This standard was developed for electronic message centers only and is not applicable to static signs.	All illuminated signs, including static signs may cast light in a manner that negatively impacts adjacent properties. With increased use of LED light sources, which are desirable for their energy-saving characteristics but may generate a much more brightly illuminated sign, regulations of sign lighting are needed. Measurement using foot candles instead of NITs allows for sign companies, sign users (such as businesses), and code enforcement officials to easily measure and monitor compliance with inexpensive hardware or free smartphone software.
34 Table 1F	We recommend that this sign type be at least 12 sq. ft.	Changed.
34 Table 2 A	Freeway signs maximum height. 45 ft. should be above the adjacent freeway grade. Otherwise this sign type will not be safely viewed given the distance and speeds.	This will be considered, however the additional height above the grade from the base of the sign is a concern, given adjacent land uses. This could place considerably taller signs in relatively close proximity to nearby residential uses and degrade vistas for a larger number of residents and commercial properties given the significantly lower maximum heights of buildings in most zoning districts.
34 Table 2 A	Freeway signs max sign area. Minimum area should be at least 400 sq. ft. as indicated by studies in the attached UDA model code. Also jurisdictions allow additional allowances for freeway signs such as Mesa 750 sq. ft and Mesa is 500 sq. ft.	This is the larger of the two sizes of freeway monuments currently allowed. In addition, the proposed code increases the allowances freeway signs with smaller freeway frontage, decreasing the required frontage from 1,320LF to 660LF so that additional properties can utilize these signs.

34 Table 2 B	Primary monument sign. We recommend that the larger monument signs be allowed at least 75 sq. ft. which is supported in the attached UDA model code on page 27.	48 SF is the current allowable size. The total number of monument signs has been increased for signs creating a hierarchy of signage so that all desired messages do not need to be conveyed on any single sign.
34 Table 2 C	Minor Monument Sign. For these signs to function safely the sign area should not be reduced from 48 sq. ft. The speed limits and ROW warrant a larger sign area as noted in the UDA model code.	The sign size has not been reduced, it does not currently exist. These secondary monuments are intended to provide additional opportunities for messages.
34 Table 2 D	Internal Center Sign. Why limit the number when these signs are designed to assist with on-site wayfinding? Many sites will require more than 1 per 5 acres.	These may be used for wayfinding, however they may include any message, including advertising. In addition, the placement of an unlimited number of these signs on a site may lead to visual clutter and negatively impact other site features such as landscape areas, trash enclosures, and pedestrian walkways.
34 Table 3 A	Drive-thru Sign. We recommend the max height be at 7'. We recommend that this allowed area be at least 40 sq. ft.	The 6' max height is consistent with the placement and visibility adjacent to drive-through lanes. The 36SF sign area is an increase over the current 30 SF allowance.
Table 3 B	Gas Station Monument Sign. Does this allow for electronic message centers? Additional standards are needed for this sign type such as: automatic dimming, additional criteria for illumination standards. See the attached illumination standards for electronic message centers.	Changeable copy does include electronic message centers. All illuminated signs are limited to .3 foot candles above ambient lighting, thereby regulating perceived brightness.
Table 4 C	Special Promotion. Are these signs only allowed for a special promotion? This appears to be content regulation since the city would need to look at the sign copy to determine compliance. We suggest that these signs be regulated by type, i.e. banner and a-frame signs.	These signs may be used to convey any message. The naming convention is intended to convey a common circumstance in which they may be used and that is familiar to many users of our sign code. These signs are grouped together to provide a range of options to users without requiring them to navigate through each sign type separately or to obtain separate permits for signs that are frequently used in conjunction.
Table 4 E	Grand Opening/New Business Sign. This is content regulation and should be regulated by sign type.	see errata comment response #18

Signs

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21-827 Applicability

Any sign erected, altered, or maintained after the effective date of this Article shall conform to the following regulations Where other regulations apply, such as property located within an approved Planned Area Development (PAD) or Planned Community District (PCD), or where property is subject to an approved Comprehensive Sign Plan (CSP) existing at the time of the adoption of this Ordinance, the time, place and manner provisions of said PAD/PCD or CSP shall apply. Whenever an approved PAD/PCD or CSP is silent on a matter relating to signage, the provisions of this Chapter shall apply to the extent that such provisions are not in conflict with the provisions of the approved PAD/PCD or CSP.

21-828 Purpose

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

- A. The purpose of this Article, referred to herein as the Sign Code or Code, is to regulate the size, color, illumination, movement, materials, location, height and condition of signs placed on private property for exterior observation, thus ensuring the stability of the community, the character of the various neighborhoods, the creation of a convenient, attractive and harmonious community, protection against destruction of or encroachment on historic convenience to citizens, and encouraging economic development. This article allows adequate communication through signage while encouraging aesthetic quality in the design, location, size and purpose of all signs. This article must be interpreted in a manner consistent with the First Amendment guarantee of free speech.
- B. The intent of this Article is to regulate signs within the City of Peoria to ensure that they are appropriate for their context, in keeping with the appearance of the affected property and surrounding environment, and protective of the public health, safety, and general welfare. These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City of Peoria.
- C. A sign placed on land or on a building for the purpose of identification, protection or directing persons to a use conducted therein must be deemed to be an integral but accessory and subordinate part of the principal use of land or building. Therefore, the intent of this article is to

establish limitations on signs in order to ensure they are appropriate to the land, building or use to which they are appurtenant and are adequate for their intended purpose while balancing individual and community interests.

- D. These regulations are intended to promote signs that are compatible with the use of the property to which they are appurtenant, landscape and architecture of surrounding buildings, are legible and appropriate to the activity to which they pertain, are not distracting to motorists, and are constructed and maintained in a structurally sound and attractive condition.
- E. These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City of Peoria. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.
- F. These regulations do not entirely eliminate all of the harms that may be created by the installation and display of signs. Rather, they strike an appropriate balance that preserves ample channels of communication by means of visual display while still reducing and mitigating the extent of the harms caused by signs.
- G. These regulations are not intended to and do not apply to signs erected, maintained or otherwise posted, owned or leased by the government of the United States, the State of Arizona, or the City of Peoria. The inclusion of "government" in describing some signs does not intend to subject the government to regulation, but instead helps illuminate the type of sign that falls within the immunities of the government from regulation.
- H. Graphical representations are often used throughout this Article to further clarify the intent of the text and serve as examples. However, whenever there is a conflict between the text and the illustration, the language of the text shall apply.

21-829 Severability

- A. If there is a conflict between provisions of this Section and other provisions of the Zoning Ordinance or other regulations/ordinances of the City of Peoria, the more restrictive provisions shall apply.
- B. The provisions of this Section shall apply to the erection, design, construction, alteration, use, location and maintenance of all signs within the City of Peoria, except as specified in this Section.

21-830 Nonconformity and Modification

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

- A. Reasonable repairs may be made to legal nonconforming signs. However, to the extent any legal nonconforming sign is: 1) damaged in any manner and that damage exceeds fifty percent (50%) of the reproduction cost according to an appraisal by licensed appraisers or fair market cost, 2) is destroyed, or 3) is removed by any means whatsoever, including acts of God or other calamities, then such sign may be restored, reconstructed, or altered only in conformance with the provisions of this Code.
- B. Any sign which does not fall within the provisions of 34.4.A shall be brought immediately into compliance with all provisions of this Code.

21-831 Definitions

Words and terms used in this Code shall have the meanings given here, or in Section 21-202, Definitions if not defined herein. Unless expressly stated otherwise, any pertinent word or term not part of this listing or Section 21-202 but vital to the interpretation of this Section, shall be construed to have its legal definition, or in absence of a legal definition, their commonly accepted meaning, unless its context makes clear otherwise.

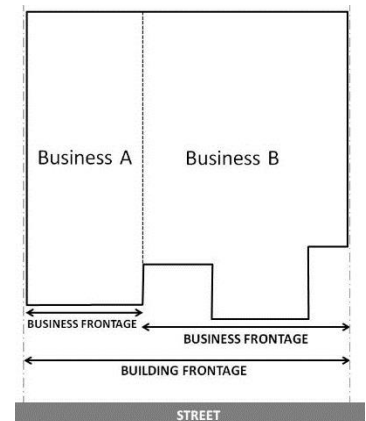
List of Defined Terms

A – B

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

Business. The word “business” includes organizations and other entities, whether for-profit or non-profit that may occupy a building or suite within a building.

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



C – D

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

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

E – F

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

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

Flag. A piece of fabric or other flexible material attached to a permanently installed pole, which may be ground mounted or affixed to a building or other structure.

Flashing Sign. Any illuminated sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such sign is in use. For the purpose of this Code, a message

change no more frequently than twice per day is not considered flashing for electronic message boards.

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

Freeway Monument Sign. A freestanding sign with a monument base (width of base is at least 50% width of the sign) that is erected and maintained on property adjacent to and within the view of motorists who are driving on a freeway recognized by the City of Peoria.

G – H

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

Graffiti. Any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is otherwise deemed a public nuisance by the City.

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

I – L

(None)

M – N

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

O – P

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

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

Portable Sign. Any structure without a permanent foundation or otherwise not permanently attached to a fixed location. This does not include Vehicle Signs.

Projecting Sign. A sign that is attached to and supported by a building or other structure, which projects more than 14 inches beyond the building. The primary sign faces of a projecting sign are generally perpendicular and are not parallel to the wall from which it projects.

Q – R

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

S – T

Sign. A name, identification, description, display or illustration, which is affixed to, painted or represented directly or indirectly upon a building or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business. Signs located completely within an enclosed building, and not exposed to view from a street, shall not be considered a sign. Each display surface of a sign or sign face shall be considered to be a sign.

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

Sign Area Calculation

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

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

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

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

U – Z

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

21-832 Prohibited Signs

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

- A. Cabinet signs over 6 square feet in area, unless cabinet is a stylized, non-rectangular shape to accommodate the sign copy.
- B. Changeable copy signs, except as otherwise specifically permitted by this ordinance.
- C. Neon and similar tube-type lighting signs, where the light tube is visible.
- D. Signs of a size, location, movement, coloring, or manner of illumination which may be confused with or construed as a traffic control device or which hide from view any traffic or street sign or signal.
- E. Signs with exposed light bulbs. Light Emitting Diodes (LEDs) are not considered to be light bulbs.
- F. Signs which contain or consist of balloons, banners, beacons, flags, inflatable signs, pennants, posters, ribbons, search lights, strobe lights, streamers, strings of light bulbs, spinners, or other similarly moving devices or signs which may move or swing as a result of wind pressure, except as otherwise provided. These devices when not part of any sign are similarly prohibited, except as otherwise specifically permitted by this ordinance.
- G. Signs that have blinking, flashing or fluttering lights, or other illuminating devices that exhibit movement.
- H. Roof mounted signs.
- I. Portable signs that do not comply with the location, size, or use restrictions of this Code.
- J. Pylon or pole signs (without pole cover) over 3 feet in height.
- K. Signs in the existing and future public right-of-way, as defined in the Peoria General Plan or the Peoria Street Classification map, whichever is more restrictive, except as may otherwise be provided in this Ordinance.
- L. Any sign placed on private property by someone other than the property owner or their authorized representative without the property owner's written approval.
- M. All signs mounted on, or applied to trees, utility poles, rocks, or City owned property, except as otherwise provided.
- N. Vehicle signs. Signs on vehicles are exempt if the vehicle is consistently used in the normal daily conduct of the business (e.g. delivery or service vehicle) and is lawfully parked on a site. When parked at the business location the vehicle shall either not be visible from the public right of way, or shall be parked as far from the right-of-way as feasible.

21-833 Authorized Signs, All Zoning Districts – No Permit Required

The following signs are authorized within the City:

- A. Government Signs. The signs described herein, are an important component of measures necessary to protect the public safety and serve the compelling governmental interest of protecting traffic safety, serving the requirements of emergency response and protecting property rights or the rights of persons on property. Government signs, including, but not limited to the following:
 - 1. Address Signs. Numerals that identify the street address of a property for public safety purposes as required and regulated by applicable Building and Fire Codes adopted by the City of Peoria.

2. Emergency or warning signs. Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property.
 3. Government Flags. Flags that have been adopted by the federal government, this State, or the City of Peoria may be displayed as provided under the law that adopts or regulates its use.
 - a. The flags described in this section are permitted to serve a compelling governmental interest in promoting the rule of law by establishing symbolic representations of the governments who pass, protect and preserve those laws.
 4. Traffic Signs. Traffic signs and traffic control devices installed and maintained in compliance with the regulations of an authorized public agency.
 5. Official Notices or advertisements posted or displayed by or under the direction of any public or court officer in performance of official or directed duties; provided that all such signs must be removed by the property owner no more than ten (10) days after their purpose has been accomplished or as otherwise required by law.
- B. Grave markers, headstones, statuary, or similar remembrances of persons.
- C. Holiday and seasonal decorations. Temporary, non-commercial decorations or displays associated with the celebration of a particular civic, patriotic, or religious holiday or season. Such decorations shall be displayed for a maximum of 60 days total during the relevant season, and must be maintained in good condition (e.g. not torn, soiled, or faded). Such decorations shall not be displayed in such a manner as to constitute a hazard to pedestrian or vehicular traffic.
- D. Interior Signs. Signs located inside a building, or other enclosed facility, which are not meant to be viewed from the outside.
- E. Memorials, public monuments, or historical identification signs installed in accordance with all applicable regulations, including historical markers up to three (3) sq. ft. in area.
- F. Signs not located in an enclosed building and not exposed to view from a street or public right of way, public place, or other property such as those not visible to a person from a public right of way, public place, or other property and so long as the signs do not pose a hazard.
- G. Original Art Displays approved by the Peoria Arts Commission or other authorized City of Peoria department or agency.
- H. Utility signs. Signs installed or required by utilities, including traffic, safety, railroad crossings signs, as well as, identification or directional signs for public facilities.
- I. Temporary Signs for Exterior Sales Uses 1 acre or greater in size. Signs located on the premises of uses where most of the business is conducted, or items are displayed, in an open exterior area in compliance with all City Codes. For this allowance, temporary signs shall include banners, balloons (under 24 inches in diameter), flags, streamers, and pennants. Such signs shall meet all other General Requirements for Temporary Signs (Section 21-836.A).
- J. Vending machine signs. Signs integral to a legally located vending machine.

21-834 General Provisions

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

- B. Sign Area Calculations, Building Signage. A building owner may choose to have the entirety of a building used for computing sign area even if it is divided into multiple suites occupied by separate tenants. In this case, it is the responsibility of the building owner to determine the percentage of total allowable signage that shall be allocated to every business/tenant. Signage for individual businesses/tenants in buildings where signage is approved on a whole-building basis may be placed on any facade otherwise meeting the regulations of this Code, regardless of the location of the tenant's main entrance. Whole building calculations shall afford a minimum of 20 SF of signage to each business/tenant.
- C. Sign Area Calculations, Multiple Sign Faces. Calculation of sign area based on number of sign faces shall be as follows:
 - 1. One (1) face - Area of the single face only,
 - 2. Two (2) faces - If the interior angle between the two faces is 45 degrees or less, the area will be the area of one face only; if the interior angle between the two sign faces is greater than 45 degrees, the sign area will be the sum of the areas of the two faces.
 - 3. Three (3) or more faces - The sign area will be the sum of the areas of each of the faces.
 - 4. Spherical, free-form, sculptural, other non-planar signs - Sign area will be the sum of the area using only the four (4) vertical sides of the smallest cube that will encompass the sign.
 - 5. Architectural embellishments shall not be considered as sign area, but shall not constitute more than twenty percent (20%) of the total sign area.
- D. Sign Height Calculations, Free-Standing Signs.
 - 1. The height of free-standing signs shall be measured from the existing grade within two (2) feet of the proposed sign location to the top of the sign structure.
 - 2. In instances where the existing grade of the proposed sign location is lower than the adjacent roadway, the sign height shall be measured from the top of curb, or crown of roadway where no curb exists, to the top of the sign structure.
- E. For buildings constructed on the property line of a parcel which abuts a public right-of-way or easement (e.g where no building setback exists), Building Signs may extend fourteen (14) inches into the public right-of-way or public easement provided such signs are located higher than eight (8) feet above ground level.

21-835 Permanent Sign Types

General Standards:

- A. Accessory Use. All permanent signs are considered ancillary, or accessory, uses. As such, a principal use must be legally established and developed on a property in order for a permanent sign to be allowed on the property.
- B. Changeable copy. Electronic message centers may be utilized for permanent signs where changeable copy is permitted.
- C. Illumination:
 - 1. In residential zoning districts, illuminated signs for permitted non-residential uses oriented towards residential uses or undeveloped residentially zoned property, whether directly adjacent or across a road, shall go dark between the hours of 10 pm and 5 am or when the establishment is closed.

2. All illuminated signs shall be limited to a brightness of 0.3 foot candles above ambient lighting.
 3. Signs allowed to be illuminated may utilize internal illumination (direct or backlit) or external illumination, unless otherwise specified in Tables 1 and 2.
 4. External illumination shall be compliant with Dark Sky light control requirements, including the requirements in Chapter 20 of the Peoria City Code.
- D. Landscaping. All permanent freestanding signs shall be located with the base of the sign in a landscape area. This landscape area shall be equal to a minimum of 4 square feet for each square foot of sign area.
- E. Location. All freestanding signs shall be located a minimum of one (1) foot from the edge of the street right of way.
- F. Monument Sign Base Material. All permanent freestanding signs greater than three (3) feet in height shall have a masonry base (e.g. brick, CMU, stone) that consistent with the site's architectural/thematic design.
- G. The following signs are authorized in the identified zoning districts as noted in Table 1, Table 2, and Table 3.

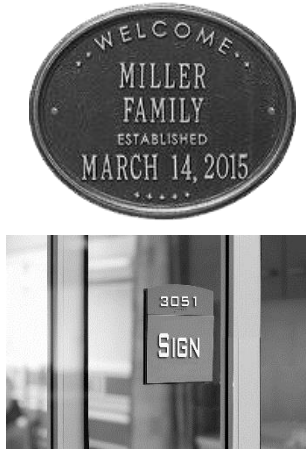
Standard Abbreviations for Tables

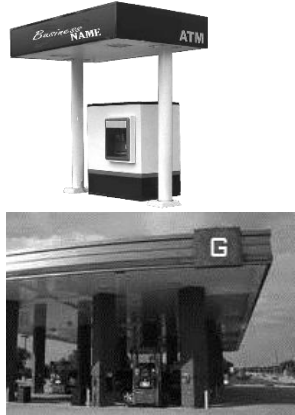
Adj.	Adjacent
FT	Feet or Foot
IN	Inches
LF	Linear Feet or Linear Foot
N/A	Not Applicable or Not Allowed
SF	Square Feet or Square Foot
SVT	Sight Visibility Triangle
ROW	Right of Way
>	Greater Than
≥	Greater Than or Equal To
<	Less Than
≤	Less Than or Equal To

Table 1: Building Sign Specifications

A. ADDRESS SIGN		Permit: No	
	Description	Numerals that identify the street address of a property for public safety purposes	
	Residential Uses & Non-Residential Uses	Permitted in compliance with Building and Fire Code requirements	
	Notes: None		
B. AWNING AND ATTACHED CANOPY SIGN		Permit: Yes	
	Description:	A sign which is printed, painted, or affixed to an awning or canopy which is attached to a building	
	Residential Uses	Total Sign Area Allowed	N/A
	Non-Residential Uses	Max Quantity	N/A
		Max Height	1 st Floor awnings only #
		Max. Width	100% of awning face
		Illumination Allowed	Internal, backlit, external
		Max Sign Area Allowed	2 SF per 1 LF of <u>Business Frontage</u> ♦
	Notes: # Signs may be mounted on or extend above attached canopy as long as they do not extend above the roof line. ♦ Sign allowance includes all Awning and Building Wall Signs		
C. BUILDING WALL SIGN (i.e. Band Signs)		Permit: Yes	
	Description	A permanent sign attached to, painted on, or otherwise assembled against the wall or fascia of a building with the exposed face of the sign parallel to the face of the wall or fascia.	
	Residential uses	N/A	N/A
	Non-Residential Uses	Max Quantity	N/A
		Max Projection	14 IN
		Illumination Allowed	Internal, backlit, external
		Max Sign Area Allowed	2 SF per 1 LF of <u>Business Frontage</u> • <20,000SF=125 SF max 20,000-50,000=250 SF max >50,000SF=400SF max
		Notes: ♦ Sign allowance includes all Awning and Building Wall Signs	

Table 1: Building Sign Specifications (*continued*)

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

E. FREE STANDING CANOPY SIGN		Permit: Yes	
	Description	Signs on freestanding canopies, such as fuel canopies, and shade structures.	
	Residential Uses	N/A	
	Non-Residential Uses	Max Quantity	N/A
		Illumination Allowed	Internal, backlit, external
		Max Sign Area Allowed	12 SF per side
Notes: None			

F. PROJECTING SIGN (i.e. Blade/Shingle Signs)		Permit: Yes	
	Description	A pedestrian-oriented sign that is attached to and supported by a building or other structure. (See <u>Projecting Sign</u> in 21-833 Definitions)	
	Residential Uses	N/A	
	Non-Residential Uses	Min Height	8 FT above adjacent sidewalks and/or ground level
		Min Projection	14 IN from Building
		Max Projection #	3 FT from wall or less than awning/ canopy depth if attached
		Illumination Allowed	Externally illuminated and backlit only
		Max Sign Area Allowed	12 SF
Notes: # Maximum projection is based on attachment type.			

Table 2: Freestanding Sign Specifications

Sign Type Option	
Residential Uses	
Single-Family	N/A
Multi-Family	Either Free-Standing Monument OR Perimeter Wall
Non-Residential Uses *	Only allowed either Primary/Minor Monument(s) OR Perimeter Wall Sign

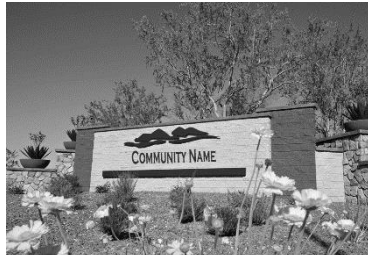
A. FREEWAY SIGN		Permit: Yes		
	Description	A free-standing monument sign located on property adjacent to a freeway (See <u>Freeway Sign</u> in 21-833 Definitions)		
	Residential uses	N/A		
	Non-Residential Uses			
	Max Quantity Based on length of freeway frontage #	1	≥ 660 LF	
		2	> 1,320 LF	
		3	> 2,640 LF	
		Illumination Allowed	Internal, backlit, external	
		Max Height	60 FT + 3 FT for architectural detail	
		Max Sign Area Allowed	250 SF	
	Notes:			
# Sign must be located along the qualifying freeway frontage. Signs are only permitted on commercial or industrial zoned properties Base of sign must be at least 35% of the full sign width. Minimum Separation: 200 feet separation from other Freeway signs, 50 feet from non-freeway lot lines, and 100 feet from residentially zoned property.				
B. PRIMARY MONUMENT SIGN (Residential Uses)		Permit: Yes		
	Description			
	Residential uses			
	Single-family	N/A		
	Multi-family #	Max Quantity	1 per street frontage	
	Max Height	Parkways + Bell Rd. & Grand Ave.	12 FT	
		Other Major Arterials	10 FT	
		All Other Roads	8 FT	
		Max Sign Area Allowed	48 SF	
	Notes			
	# Only allowed either Free-Standing Monument(s) or Perimeter Wall Sign			

Table 2: Freestanding Sign Specifications (*continued*)

B. PRIMARY MONUMENT SIGN (Non-Residential Uses)			Permit: Yes
	Description		
	Non-Residential Uses * <i>Standards are based on the entire Commercial/Industrial Center</i>	<i>Max Quantity</i> ♦	Based on length of street frontage
		0	0 - 599 LF
		1	600 LF - 1,000 LF
		2	> 1,000 LF
		LF is calculated separately for each street on which property has frontage	
	<i>Max Height</i>	Parkways +Bell Rd. & Grand Ave.	16 FT
		Other Major Arterials	12 FT
		All Other Roads	8 FT
	<i>Max Sign Area</i>	Parkways +Bell Rd. & Grand Ave.	72 SF
		Other Major Arterials	60 SF
		All Other Roads	48 SF
Notes ♦ Sign must be located along the qualifying street frontage. All Primary Monument Signs shall be located a minimum of 60 FT away from all other Primary and Secondary Monument signs. # Only allowed either free-standing monument(s) OR Perimeter wall sign			
C. MINOR MONUMENT SIGN			Permit: Yes
	Description		
	Residential uses	N/A	
	Non-Residential Uses <i>Standards are based on the entire Commercial/Industrial Center</i>	<i>Max Quantity</i>	Based on amount of street frontage
		1	0 LF - 599 LF
		1 sign for every 300 LF > 1,000 LF	> 1,000 LF
		LF is calculated separately for each street on which property has frontage	
	<i>Max Height</i>	Parkways	12 FT
		Major Arterials	8 FT
		All Other Roads	6 FT
	<i>Max Sign Area</i>	Parkways +Bell Rd. & Grand Ave.	48 SF
		Other Major Arterials	32 SF
All Other Roads		24 SF	
Notes: All Secondary Monument Signs shall be located a minimum of 60 FT away from all other Primary and Secondary Monument signs located in the same center or parcel.			

Table 2: Freestanding Sign Specifications (*continued*)

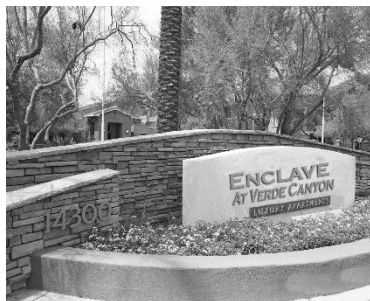
D. INTERNAL CENTER SIGN		Permit: No		
	Description	Internal free-standing signage within a commercial/industrial center.		
	Residential uses	N/A		
	Non-Residential Uses <i>Standards are based on the entire Commercial/Industrial Center</i>	Max Quantity	1 sign/parcel or 1 sign/acre, whichever is greater. Individual parceled pads within a center <u>are</u> eligible for internal center signs.	
		Max Height	3 FT	
		Max Sign Area	6 SF	
Notes: Must be located internal to a site, outside of all street frontage landscape areas and buffers.				
E. PERIMETER WALL / SCREEN WALL SIGNS		Permit: Yes		
	Description	A sign consisting of individually mounted characters on a perimeter or screen wall surrounding a development.		
	Residential uses			
	<i>Single-Family Developments (2 or more lots)</i> <i>And</i> <i>Multi-Family Developments</i>	Max Quantity	2 per street frontage providing direct access to development.	
		Max Height	8 FT or wall height, whichever is less.	
		Max Projection	14 Inches	
		Illumination Allowed	External or backlit illumination only	
		Max Sign Area Allowed	32 SF per sign	
	Non-Residential Uses *	Max Quantity	1 per street frontage	
		Illumination Allowed	External or backlit illumination only	
		Max Sign Area Allowed	48 SF per sign or < 50% of wall area, whichever is less.	
Notes: * Only allowed either primary/minor monument(s) OR Perimeter wall sign				

Table 3: Other Sign Type Specifications

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

B. GAS STATION MONUMENT SIGN		Permit: Yes	
	Description	Monument sign for a property containing a gas station/fuel service station.	
	Residential uses	N/A	
	Non-Residential uses	Max Height	8 FT
		Max Sign Area Allowed	32 SF, including 16 SF changeable copy
	Notes: In accordance with Arizona Administrative Code, gas station monument signs shall be permitted in lieu of a primary or secondary monument for stand-alone gas stations, maximum 1 per frontage. Commercial centers containing gas stations shall be allowed Gas Station Monuments in addition to Primary and Secondary Monuments.		

C. FLAGS		Permit: No	
	Description	See Definitions	
	Residential uses	Max Quantity	3 Flags, 1 pole
		Max Height	30 FT
		Max Sign Area Allowed, per flag	24 SF
	Non-Residential uses	Max Quantity	1 flag per 25 LF street frontage, up to 6 total per premises
		Max Height	50 FT
		Max Sign Area Allowed	36 SF
Notes: Flags must meet minimum principal building setbacks and shall not be located in any required utility easements.			

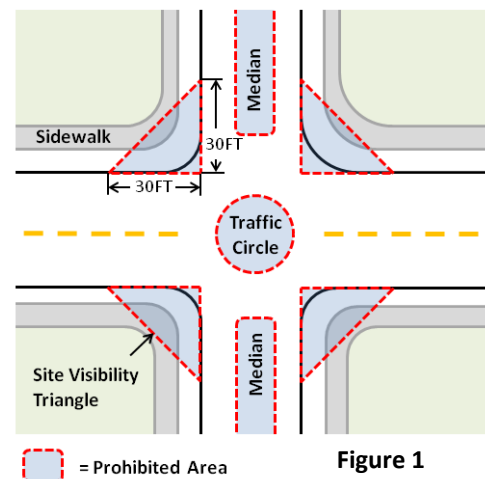
Table 3: Other Sign Type Specifications (*continued*)

D. WINDOW SIGN		Permit: No	
	Description	Signs placed on or within 3 feet of windows so as to attract the attention of persons outside of the building where the sign is placed	
	Residential uses	Max Sign Area Allowed	1 SF, non-commercial messages only
	Non-Residential Uses	Max Sign Area Allowed	25% of the window on which the sign is placed.
		Illumination Allowed	Internal, on up to 2 signs up to 2 SF each
	Notes: None		

21-836 Temporary Sign Types

A. General Requirements

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



800 SUPPLEMENTAL REGULATIONS

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

Table 4: Temporary Sign Type Specifications

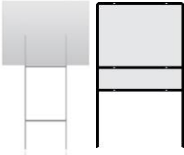
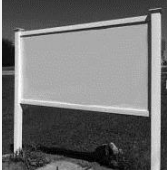
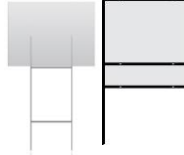
A. UNDEVELOPED PROPERTIES						
Property Type	Quantity	Max Sign Area	Maximum Height	Duration	Other Limitations	Permit
Parcels ≤1 ac 	1	3 SF	3 FT	Up to 1 Year		No
Parcels >1 acre 	1 sign + 1 additional sign for every 600 LF street frontage	32 SF	8 FT	Up to 1 Year, may be renewed twice for 3 years total	Minimum spacing of 100 FT from all other Undeveloped Property Signs that are > 3 SF	Yes
B. RESIDENTIAL PROPERTIES						
Sign Type	Quantity	Max Sign Area	Maximum Height	Duration	Other Limitations	Permit
Yard 	1	3 SF	3 FT	Up to 3 Months	Located on a developed residential lot	No
Neighborhood 	1 sign per neighborhood entrance	6 SF	3 FT	Up to 1 Week	Located within neighborhood common area	No
New Subdivision 	1 sign per street frontage	32 SF/sign - Developments ≥150 acres: 32 SF/sign on interior streets, 96SF/sign on perimeter streets	16 FT	Up to 3 years	Must be removed once all lots in subdivision are sold	Yes
New Subdivision Flags 	6 flags per new development or per model complex	15 SF/flag	30 FT	Up to 3 years	Must be identified in Model Home Complex Building Permit	No

Table 4: Temporary Sign Type Specifications (*continued*)

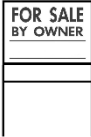
C. NON-RESIDENTIAL PROPERTIES						
Sign Type	Quantity	Max Sign Area	Maximum Height	Duration	Other Limitations	Sign Permit
Special Promotion 	2 Wall-Mounted Banners	32 SF Total	N/A	Max 30 days per installation Max 4x per year	N/A	Yes, For Each Install
	2 Pole Mounted Banners “Swooper Signs”	32 SF per sign	15 FT		Max Width: 3 FT	
	1 A-frame or T-frame sign portable sign	6 SF	3 FT		N/A	
D. SPECIAL CONDITIONS – <i>In addition to temporary signage permitted by use/development character, the following signs are allowed when special conditions occur.</i>						
Property Type	Quantity	Max Sign Area	Maximum Height	Duration	Other Limitations	Sign Permit
Properties Under Construction	1	32 SF	8 FT	Building Permit: From Issuance until closed	Active building permit required	No
Properties listed for sale, lease, or rent						
≤ 1 acre 	1	6 SF	Free-Standing Sign: 5 FT Other Signs: N/A	While property is listed until the later of 10 days after the end of listing or 10 days after completion of lease/sale transaction.	N/A	No
> 1 acre 	1 sign + 1 sign for every additional 600 LF street frontage	32 SF	Free-Standing Sign: 8 FT Other Signs: N/A	While property is listed	Minimum spacing of 150 LF between signs.	Yes, if free-standing ≥7 FT H

Table 4: Temporary Sign Type Specifications (*continued*)

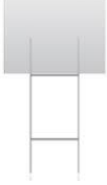
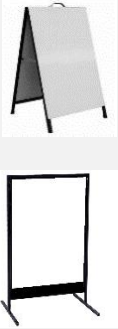
D. SPECIAL CONDITIONS (<i>continued</i>)						
Sign Type	Quantity	Max Sign Area	Maximum Height	Duration	Other Limitations	Sign Permit
Election Season, Non-Commercial Messages 	Not limited	Residential Zoning, adj. to Rural or Local Road: 16 SF Other: 32 SF	<7 FT	90 days prior to Primary Election and up to 15 days after General Election	See below	No
Per ARS § 16-1019, such signs may be located within the City right-of-way provided they are not: 1. Hazardous to public safety; 2. Within a roadway median or traffic circle; 3. Affixed to any City-owned utility pole, traffic control device or safety barrier; 4. Located in a manner that interferes with the requirements of the Americans with Disabilities Act; 5. Located in a designated commercial tourism, commercial resort, and hotel sign-free zone designated by the City Council pursuant to ARS §16-1019 including the Sports Complex Commercial Tourism Zone pursuant to Resolution 2012-39 ; and 6. Otherwise in violation of a requirement found in this Section. • Except as provided herein, such signs shall not be located on City-owned property, buildings, or structures. • The name, address, and phone number of the party responsible for the sign must be listed on the back of the sign.						
Grand Opening/New Business	Not limited. Includes banners, balloons, streamers, flags, pennants, and merchandise.	N/A	N/A	60 days within first 6 months of receiving a valid business license	See Grand Opening/New Business definition. Not permitted for Home Occupations.	No
Entry A-frame 	1 A-frame or T-frame sign	6 SF	3 FT	Permit valid for up to 1 year. Signs must be removed at the close of business each day	Permitted for non-residential uses. Shall be located within 8 feet of the business entry; and shall maintain 4 FT free and clear pedestrian access, vehicular circulation, and all required parking.	Yes

Table 4: Temporary Sign Type Specifications (*continued*)

D. SPECIAL CONDITIONS (<i>continued</i>)						
Sign Type	Quantity	Max Sign Area	Maximum Height	Duration	Other Limitations	Sign Permit
Resident Right of Way Sign 	4	6 SF	3 FT	4 days max, 4 x per year	See below	No
Allowed in right of ways adjacent to residential properties. Signs may be placed by owners of residential property in Peoria, residents of Peoria, or agents of either party. Subject to same limitations as Election Season Signs.						
Sign Walker 	N/A	12 SF	6 FT	Daylight hours	Max Width: 6 FT See below	No
• Shall not be located adjacent to local or collector roads in Residential Zoning Districts. • Shall be at least thirty (30) feet away from any street intersection or driveway entrance. • Shall not be located in any drive aisle, parking stall, driveway, or on sidewalks in a manner that provides less than a four (4) foot free and clear pathway for pedestrians. • Shall not be located within a median or on a street. • Shall not be located on walls, boulders, planters, other signs, vehicles, utility facilities, or any structure. • Shall not compromise public safety in any manner.						
Temporary Use 	1 Banner + 3 A-frame or T-frame Portable Signs	Banner: 24 SF A-frame: 6 SF	Banner: N/A A-Frame: 3 FT	For the duration of approved Temporary Use Permit	N/A	Temp. Use Permit

21-837 Administration

- A. **Permit Application.** For signs requiring permits as described in this Section, a Sign Permit application shall be submitted to the Department, together with the required materials, and applicable fee, on an official form provided by the Department. The application shall satisfy the submittal requirements of the associated Process Guide for the appropriate sign type.
- B. **Permit Expiration.** Permits issued by the City under the provisions of this Code shall expired and become void if the work authorized by such permit is not completed within 180 days from the date of issuance of said permit.
- C. **Permit Revocation.** The Department Director or designee shall have continuing jurisdiction over all permits issued under the provisions of this Code and may revoke a permit if it was obtained by fraud or misrepresentation.
 1. Notice of the City's decision to revoke a sign permit shall be provided to the property owner by first class mail, or delivered in person to any person responsible for the premises on which the

sign is located, or if no responsible party can be identified, by affixing a copy of the notice in a conspicuous location at the entrance to the premises.

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4C.

Date Prepared: 9/6/2017

Council Meeting Date: 9/19/2017

FROM: Rhonda Geriminsky, City Clerk

SUBJECT: Disposition of Absence

Staff Recommendation:

Discussion and possible action to approve the absence of Councilmember Binsbacher from the Regular City Council Meeting held on September 5, 2017.

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C.

Date Prepared: 9/6/2017

Council Meeting Date: 9/19/2017

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

Staff Recommendation:

Discussion and possible action to approve the September 5, 2017 City Council Meeting minutes.

ATTACHMENTS:

September 5, 2017 Minutes

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
September 5, 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 Michael Finn, Vicki Hunt, Carlo Leone and Bill Patena.

Council Youth Liaisons: Maylee Acosta and Cassidy Gatrost.

Other Municipal Officials Present: Jeff Tyne, City Manager; Julie Arendall, Deputy City Manager; Andy Granger, Deputy City Manager; Linda Blas, Acting City Clerk; David Benton, Assistant City Attorney; John Sefton, Community Services Director, Tim Smothers, IT Applications/Geospatial Systems Manager; Dawn Prince, Assistant to the City Manager; and Natalie Gilstrap, Management Analyst.

Audience: Approximately ten members of the public were present.

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

CONSENT AGENDA

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 Finn, 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) Advice, discussion, and instruction with legal counsel and staff related to the Peoria Innovation Center, located on 17 acres in the vicinity of 83rd Avenue between Stadium Way and Mariner's Way pursuant to A.R.S. §§ 38-431.03.A.3 and 38-431.03.A.4 and 38-431.03.A.7.

Upon vote, the motion carried unanimously 6 to 0.

ADJOURNMENT:

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

EXECUTIVE SESSION AGENDA

2. An Executive Session was convened immediately following the 5:00 p.m. Special Meeting for the purpose of discussions and consultations with designated representatives of the public body and/or legal counsel in order to consider its position and instruct its representatives regarding:
 - (a) Advice, discussion, and instruction with legal counsel and staff related to the Peoria Innovation Center, located on 17 acres in the vicinity of 83rd Avenue between Stadium Way and Mariner's Way pursuant to A.R.S. §§ 38-431.03.A.3 and 38-431.03.A.4 and 38-431.03.A.7.

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 **Study Session Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 6:05 p.m.

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

Clerk's Note: Councilmember Binsbacher participated in the meeting by telephone conference call.

Members Absent: None.

Other Municipal Officials Present: Jeff Tyne, City Manager; Julie Arendall, Deputy City Manager; Andy Granger, Deputy City Manager; Linda Blas, Acting City Clerk; Steve Burg, City Attorney; Katie Gregory, Management and Budget Director; Laura Ingegneri, Human Resources Director; Brent Mattingly, Finance Director; Roy Minter, Police Chief; John Sefton, Community Services Director; Tim Smothers, IT Applications/Geospatial Systems Manager; Dawn Prince, Assistant to the City Manager; and Natalie Gilstrap, Management Analyst.

Audience: Approximately 20 members of the public were present.

STUDY SESSION AGENDA

Subject(s) for Discussion Only

3. Joint Presentation Regarding the Interests of the Peoria Police Officers Association and the City Council

Jeff Tyne, City Manager, outlined the union bargaining process in the City of Peoria.

Laura Ingegneri, Human Resources Director, presented regarding:

- Scope of bargaining - meet and confer process
- Overview of the employee organizations
- Roles of the public employer – City Council and City staff
- Negotiation timelines and process
- Reason for Study Session
- City Council interests
 - High-performing employees
 - Core services

Ms. Ingegneri introduced James Cousins, Mitch Fuller and Cameron Lebbon, representatives for the Police Officers Association (PPOA), and Walter Crenshaw and Erik McMorrow, representatives for the American Federation of State, County and Municipal Employees Local 3282 (AFSCME).

Cameron Lebbon, PPOA President, and James Cousins presented regarding:

- PPOA negotiation team
- Goals and objectives
- Turnover rate and impacts
- Compensation v. inflation
- Annual compensation survey data
- Recruitment
- Conclusion

4. Joint Presentation Regarding the Interests of the American Federation of State, County, and Municipal Employees (AFSCME) Local 3282 and the City Council

Walter Crenshaw, AFSCME President, presented regarding:

- Scope of representation
- Strategic focus

- Proposals
 - Market competitive
 - Supplemental health savings
 - Administrative contract language
- Mission

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:30 p.m.

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, Girl Scout Troop #1070 posted the colors and led the Pledge of Allegiance.

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

Council Youth Liaisons: Maylee Acosta and Cassidy Gatrost.

Members Absent: Councilmember Bridget Binsbacher.

Other Municipal Officials Present: Jeff Tyne, City Manager; Julie Arendall, Deputy City Manager; Andy Granger, Deputy City Manager; Steve Burg, City Attorney; Linda Blas, Acting City Clerk; Gary Bernard, Deputy Fire Chief; Katie Gregory, Management and Budget Director; Chris Jacques, Planning and Community Development Director; Laura Ingegneri, Human Resources Director; Adina Lund, Development and Engineering Director; Brent Mattingly, Finance Director; Roy Minter, Police Chief; John Sefton, Community Services Director; Tim Smothers, IT Applications/Geospatial Systems Manager; Mike Webber, Deputy Utilities Director; Ginna Carico, Intergovernmental Affairs Coordinator; Melissa Wenzel, Marketing Communications Manager; Dawn Prince, Assistant to the City Manager; and Natalie Gilstrap, Management Analyst.

Audience: Approximately 40 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:

5. **Certificate of Appointment to newly appointed Board member who was appointed by Resolution at the August 15, 2017 City Council Meeting**

Mayor Carlat and Councilmember Finn presented a Certificate of Appointment to newly appointed Personnel Board Member, Cathy Colbath, who was appointed by Resolution at the August 15, 2017 City Council Meeting.

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

Mayor Carlat asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Vice Mayor Edwards, seconded by Councilmember Finn, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 6 to 0.

6 C. **Minutes**

Approved the August 15, 2017 City Council Meeting minutes.

7 C. **Contract Amendment, Habitat for Humanity, Neighborhood Stabilization Program**

- (a) Approved a contract amendment to the existing Neighborhood Stabilization Program agreement with Habitat for Humanity Central Arizona;
- (b) Authorized staff to process necessary documents; and
- (c) Authorized a budget transfer in the amount of \$217,178 from the Neighborhood Stabilization Program to the Community Development Block Grant Program.

8 C. **Amendments to Lone Mountain Waterline and Westland Water Campus Joint Development Agreements**

Approved the Amendments to the Lone Mountain and Westland Water Campus Job Development Agreements and approved Termination of the Partial Amendments to the Lake Pleasant Heights Development Agreement, adding ASLI VII, LLC (Avanti) as a party to the agreements in place of Iota Purple, LLC.

9 C. **Affiliate Event Funding Request for Fiscal Year 2018**

Approved the recommended Affiliate Event Funding Request for Fiscal Year 2018.

10 C. **Easements, Salt River Project, 75th Avenue Intersection Safety Project, Peoria Avenue and Cactus Road**

Adopted **RES. 2017-93** authorizing the City Manager to execute two Power Distribution Easements to relocate existing overhead power lines associated with the construction of the 75th Avenue Intersection Safety Projects.

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

Adopted **RES. 2017-94** accepting Deeds and Easements for various Real Property interests acquired by the City.

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

Adopted **RES. 2017-95** designating various Real Properties to be used as City roadways and authorizing the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

13 C. **Final Plat, Blackstone at Vistancia Parcel B13, El Mirage Road and Blackstone Drive**

Approved the Final Plat of Blackstone at Vistancia Parcel B13 located at El Mirage Road and Blackstone Drive, subject to stipulations.

14 C. **Replat of Unit 89A of Building 8 of Olive Avenue Business Park Condominium, Olive Avenue and Loop 101**

Approved the Replat of Unit 89A of Building 8 of Olive Avenue Business Park Condominium, located at Olive Avenue and Loop 101, subject to stipulations.

REGULAR AGENDA

New Business:

15 R. **PUBLIC HEARING - Rezoning, Sonoran Place, Dixileta Parkway and Dysart Road Alignment**

Staff Report:

Chris Jacques, Planning and Community Development Director, provided an overview of the request to rezone approximately 39.58 acres located at the southeast corner of

Dixileta Parkway and the Dysart Road alignment, from Suburban Ranch (SR-43) to Sonoran Place Planned Area Development (PAD).

Information included:

- Site and area context
- Existing General Plan land use and zoning maps
- Conceptual development plan
- General Plan conformance analysis
- Public outreach
- Key findings

Public Hearing:

Mayor Carlat opened the Public Hearing and asked if anyone would like to comment on the request to rezone approximately 39.58 acres located at the southeast corner of Dixileta Parkway and the Dysart Road alignment, from Suburban Ranch (SR-43) to Sonoran Place Planned Area Development (PAD).

Ruth McKnight, Trilogy resident, expressed her appreciation to City staff and the developer for the transparent and cooperative approach taken with the project.

Mayor Carlat read aloud a statement from Councilmember Binsbacher in support of the rezoning request (copy attached).

Mayor Carlat declared the Public Hearing closed.

COUNCIL ACTION:

Motion was made by Vice Mayor Edwards, seconded by Councilmember Hunt, to concur with the Planning and Zoning Commission's unanimous recommendation and adopt **ORD. 2017-40**, approving a change in zoning for approximately 39.58 acres located at the southeast corner of Dixileta Parkway and the Dysart Road alignment, from Suburban Ranch (SR-43) to Sonoran Place Planned Area Development (PAD).

Upon vote, the motion carried unanimously 6 to 0.

16 R. **Proposed Changes to City of Peoria Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts**

Brent Mattingly, Finance Director, provided a brief overview of Community Facilities Districts and the proposed revisions to the policy guidelines and application procedures as a result of 2017 legislation.

Information included:

- Accelerated processing timeline for applications and formation decisions
- Limited application fees
- Board composition
- Insurance and indemnification
- Prohibition on increasing infrastructure
- Infrastructure acceptance
- Website requirements

Motion was made by Councilmember Patena, seconded by Councilmember Hunt, to adopt **RES. 2017-96** approving changes to the City's Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts.

Upon vote, the motion carried unanimously 6 to 0.

Call To The Public (Non-Agenda Items)

Joe Clure, a member of the Citizens for Peoria Organization, addressed the Council to express his concurrence with the Peoria Police Officers Association contract negotiation concerns.

Reports from City Manager:

17. Council Calendar

18. Reports

A. 2018 Art Grants Program

John Sefton, Community Services Director, provided an update on the 2018 Art Grants Program.

B. Arizona Parks and Recreation Association (APRA) Outstanding Program Award - Cultural Awareness Program: Black Violin

John Sefton, Community Services Director, reported on the Arizona Parks and Recreation Association's (APRA) Outstanding Program Award bestowed to the Diversity Committee and the Community Services Special Events division for the Black Violin Cultural Awareness Program hosted by the City of Peoria.

C. Upcoming City Events Video

A video presentation showcasing upcoming City events was displayed.

Reports from City Council:

Council Youth Liaison Acosta reported on the Youth Advisory Board's outreach efforts to Peoria schools. Council Youth Liaison Acosta reported on her attendance at the Arizona League of Cities and Towns Annual Conference in Tucson, Arizona.

Councilmember Patena expressed his appreciation to Girl Scout Troup #1070 and Boy Scout Troup #824 for their participation at the City Council meeting. Councilmember Patena reported on his attendance at the Arizona League of Cities and Towns Annual Conference held from August 22, 2017 through August 25, 2017 and the breakout sessions conducted by City Council and City staff. Councilmember Patena reported on a tour of the Veterans Success Center at Luke Air Force Base on August 29, 2017. Councilmember Patena congratulated the Diversity Committee and Special Events staff on receiving the Outstanding Program Award for the Black Violin Cultural Awareness Program.

Vice Mayor Edwards reported on his attendance at the Arizona League of Cities and Towns Annual Conference in Tucson, Arizona. Vice Mayor Edwards reported on the groundbreaking ceremony for the Arrowhead Valley Retirement Resort and the tour of the Veterans Success Center both held on August 29, 2017. Vice Mayor Edwards also reported on the Pink Pancake Breakfast held on August 31, 2017 kicking off the 2017 Breast Cancer Awareness Campaign sponsored by the Peoria Firefighters Charities.

Councilmember Finn reported on the Community Services Volunteer Recognition Event held on August 17, 2017. Councilmember Finn expressed his appreciation to Girl Scout Troup #1070 and Boy Scout Troup #824 for their attendance at the City Council meeting. Councilmember Finn thanked the Peoria Police Officers Association and the American Federation of State, County and Municipal Employees Local 3282 for their contract negotiation presentations. Councilmember Finn reminded residents of the underground power line work being performed at the corners of Cactus and 75th Avenue and Peoria and 75th Avenue. Councilmember Finn conveyed his appreciation to Mrs. McKnight for attending the Council meeting to commend City staff and the Sonoran Place developer.

Councilmember Hunt expressed her appreciation to the Peoria Firefighters who went to Houston, Texas to provide assistance following Hurricane Harvey. Councilmember Hunt reported on her attendance at the Arizona League of Cities and Towns Annual Conference in Tucson, Arizona and the art and museum tours she attended. Councilmember Hunt conveyed her gratitude for the spirit of cooperation provided to the Rosa Linda Apartments in their efforts to obtain large-print books for its resident library. Councilmember Hunt expressed her appreciation to the Peoria Police Officers Association and the American Federation of State, County and Municipal Employees Local 3282 for their efforts to promote a cooperative working relationship for contract negotiations.

Councilmember Leone reported on the Police Department Employee Awards event held on August 17, 2017. Councilmember Leone encouraged citizens to attend the upcoming September 16, 2017 Parkfest! event to be held at Country Meadows and the October 14, 2017 Shred-a-Thon event that will be held at the Sun Valley Elementary School on Saturday, October 14, 2017. Councilmember Leone thanked the Fire Department staff who went to Houston, Texas to provide assistance after Hurricane Harvey. Councilmember Leone congratulated Maylee Acosta and Cassidy Gatrost on their appointment as Council Youth Liaisons.

Council Youth Liaison Gatrost reported on her attendance at the Arizona League of Cities and Towns Annual Conference on August 23, 2017.

Reports from the Mayor:

Mayor Carlat expressed her gratitude and respect for Peoria's first responders.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:09 p.m.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 5th day of September, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 19th day of September, 2017.

(Seal)

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C.

Date Prepared: 9/5/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager

FROM: Tamara Shreeve, Strategic Management Officer

SUBJECT: Benevilla Grant Application, Gila River Indian Community, State Shared Revenue Grant Program

Purpose:

This is a request for Mayor and Council to approve a resolution to support Benevilla's grant application and awarded funds from the Gila River Indian Community State Shared Revenue Grant Program.

Background/Summary:

Benevilla, a local nonprofit agency, submitted a grant proposal to Gila River Indian Community's State Shared Grant Program. Gila River Indian Community Grant Program notified Benevilla that they are recommending a one year grant award of \$10,000. Gila River Indian Community requires the City of Peoria to acknowledge their willingness to accept the grant from The Gila River Indian Community for the proposed amount and purpose. The acknowledgement must be in the form of a resolution. Also, if awarded, the City will serve as the fiscal agent between the Gila River Indian Community and Benevilla. The full amount awarded will be passed through to Benevilla.

Benevilla's grant proposal requests funds to support the creative aging wellness programming at five Life Enrichment Centers in the West Valley. One of the Life Enrichment Centers is located in Peoria.

Options:

A: Approve the resolution supporting Benevilla's grant application.

B: Do not approve the resolution supporting Benevilla's grant application.

Staff Recommendation:

Discussion and possible action to adopt **RES. 2017-97** in support of Benevilla's grant proposal and awarded funds from the Gila River Indian Community State Shared Revenue Grant Program.

Fiscal Analysis:

There would be no fiscal impact to the City of Peoria, as this is a pass-through grant.

ATTACHMENTS:

Benevilla award resolution
Benevilla - 2017 Grant Application

Contact Name and Number:

Tamara Shreeve, Strategic Management Officer, (623) 773-5143

RESOLUTION NO. 2017-97

RESOLUTION OF THE CITY OF PEORIA, MARICOPA
COUNTY ARIZONA SUPPORTING THE BENEVILLA
APPLICATION FOR GILA RIVER INDIAN COMMUNITY
GRANT FUNDS.

WHEREAS, Benevilla, a local nonprofit agency, has a mission to “strengthen communities by offering supportive, life enriching programs that enable personal independence and dignity”; and

WHEREAS, Benevilla requested a State-Shared Revenue Grant from Gila River Indian Community; and

WHEREAS, the City of Peoria is authorized to enter into this Grant with the Gila River Indian Community pursuant to A.R.S. § 11-952 which provision empowers Arizona political subdivisions to enter into intergovernmental agreements with Federal entities and agencies, such as Indian Tribes; and

WHEREAS, the Gila River Indian Community administers a State-Shared Revenue Grant Program; and

WHEREAS, the public interest would best be served by the City supporting the Benevilla’s application which will assist in supporting creative aging wellness programming at five Life Enrichment Centers in the West Valley.

NOW, THEREFORE, BE IT RESOLVED THAT THE Peoria City Council hereby:

1. Approves support of the Benevilla proposal for Gila River Indian Community State-Shared Revenue grant funds for \$10,000, and
2. Agrees to perform the duties of the fiscal agent and comply with all appropriate procedures and guidelines established by the Gila River Indian Community as part of this process.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Peoria,
Arizona, the 19th day of September, 2017.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED TO FORM:

Stephen Burg, City Attorney

Effective Date



Gila River Indian Community Grant Application Grant Cycle 2017

Cover Sheet

Municipality Information	
1. Date of Application: 3/29/2017 (NOTE: Click or use up/down arrow keys to move among fields)	
2. Name of City, Town or County: City of Peoria	
3. Mayor (City or Town) or Board of Supervisor's Chairman (County): Cathy Carlat	
4. Mailing Address: 8401 W. Monroe Street	
5. City: Peoria	State: Arizona Zip Code: 85345
6. Acknowledgement of Submission by Authorized Municipality Representative: 6/	
Typed Name/Title: Carl Swenson, City Manager	Signature: [Redacted Signature]
Applicant Information	
7. Department/Organization Name: Benevilla	
8. Is this a 501c non-profit Organization? ☐ No ☒ Yes If yes, attach IRS Determination Letter	
9. Application Contact Person: Joanne Thomson Title: President and CEO	
10. Phone Number: 623-584-4999	
11. Mailing Address: 16752 N. Greasewood Street	
12. City: Surprise State: Arizona Zip Code: 85378	
13. Email Address: jthomson@benevilla.org Website Address: www.benevilla.org	
Project Information	
14. Project Name: Life Enrichment Centers – Creative Aging Programs	
15. Purpose of Grant: To provide support for the creative aging wellness programming at our five Life Enrichment Centers in the West Valley	
16. Priority Funding Area	Healthcare
17. Annual amount requested	\$23,750
18. Number of years that funding is requested	2
19. Total amount requested (annual amount x number of years)	\$47,500
20. Has your organization received past funding from GRIC? If yes, list each year and amount	No
21. Geographic area served	West Valley (Sun City, Sun City West, Peoria, Surprise, Goodyear, Avondale, Buckeye, Litchfield Park, Tolleson, El Mirage, Youngtown)

For Office Use Only:		
Data Entry	Receipt	Evaluation
Outcome ☐ Approval Recommended/Amount \$		☐ Denial



Gila River Indian Community Grant Application Grant Cycle 2017

Narrative

Please structure your proposal to provide the following information in the order indicated. Provide the narrative in paragraph form in the text field provided. Please be thorough but strive for brevity.

1. Briefly describe the organization's history, mission and goals.

Benevilla was formed in 1981 by a small group of concerned residents in order to help address the needs of Sun City's aging population – primarily to help them obtain crucial services. Without access to these services, many would experience premature institutionalization or rapid decline in overall well-being. At the time of our founding, Benevilla (officially named Sun City Area Interfaith Services) was run by a handful of employees and 30 volunteers.

Today, Benevilla serves people of all ages throughout the West Valley. With a mission to strengthen communities by offering supportive, life enriching programs that enable personal independence and dignity, Benevilla provides services that address the day-to-day physical, intellectual, emotional and social development needs of children, families, older adults and adults with developmental or intellectual disabilities. Benevilla's comprehensive programs are offered at eight locations throughout the West Valley, and are supported by more than 1,000 volunteers and over 150 employees. In fact, in 2016 alone, Benevilla provided more than 128,000 acts of service to members of the West Valley community.

Benevilla remains committed to offering the highest quality programming to meet the growing and changing needs of those we serve in the West Valley. Benevilla has had three primary short-term goals that we have been working on over the past year: 1) A program expansion for our Volunteer Home Services and Benevilla CARES programs in the Southwest Valley; 2) Increased creative aging programming throughout our Life Enrichment Day Programs; and 3) The smooth transition of our executive leadership from Michelle Dionisio, who served as President and CEO for 19 years, to Joanne Thomson, who has worked at Benevilla for 10 years, most recently as Vice President of Program Operations. Our long-term goals are to increase our program size in the Southwest Valley, including opening a Life Enrichment Day Program in the area.

2. If the applying organization is non-municipal or a non-profit 501c, please describe your relationship with Arizona municipalities including past and present support, whether it be through partnerships, collaborations, in-kind contributions, grants, tax-based funding or other. Describe the supporting municipality's role in this project. If the applying organization is a municipality governmental sub-division please enter the text "Not applicable."

Benevilla is delighted in our continued partnership with the City of Peoria – through which we coordinate efforts to benefit the community. Specifically, the vital resources that the City of Peoria provides Benevilla enables us to offer critical services to Peoria residents. In fact, in 2016 alone, the City of Peoria provided



Gila River Indian Community Grant Application Grant Cycle 2017

funding for our West Valley Life Enrichment Day Program (located in Peoria), our Volunteer Home Services program, and our Benevilla CARES program. In addition, they provide free space for a Benevilla satellite office in the Peoria Public Library.

3. Describe the proposed project and planned goals and activities.

This year, funding from the Gila River Indian Community would support the creative aging programming at Benevilla's five Life Enrichment Day Program located throughout the West Valley.

For more than 22 years, Benevilla's Life Enrichment Day Program has assisted senior adults ("members") who have dementia, are stroke survivors, and those who have Parkinson's disease to maintain their independence and health through the provision of quality services while enabling their primary caregivers to remain employed (i.e. caregivers who are the members' children) and/or to recharge (i.e. caregivers who are the members' spouses and are also seniors) from their caregiving duties. The program serves those who are disabled and/or elderly West Valley residents in need of daily assistance to remain living in their homes or their caregivers' homes. By providing the members with care, recreation, wellness programs, socialization and other activities during the day, the Life Enrichment program staff works with the members and their caregivers/families to delay or even eliminate the need to move into an assisted living or skilled nursing facility.

Benevilla's Life Enrichment Day Programs ensure members' daily medical needs are met by a Registered Nurse and provide guidance and education about their health. Members receive high-quality, diet-specific (i.e. heart healthy, diabetic), dietician-approved healthy meals each day. In addition, each site's staff works to enrich the lives of elderly adults by providing opportunities for socialization and stimulating their interests through leisure activities and creative aging programs (the subject of this request).

Benevilla's Life Enrichment Day Program programming recognizes that participating in "creative aging" opportunities is an important part of remaining vital and engaged in the community as one ages. Through engagement in arts activities at the program sites, senior adults are able to discover new talents or once again pursue arts participation that they may have previously enjoyed as well as learn and master new art forms. Our creative aging programming helps older adults reap the social, mental and physical rewards that come from participation in the arts. A volunteer artist-in-residence leads the members in meaningful art projects,



Gila River Indian Community Grant Application Grant Cycle 2017

and members also enjoy outings, gardening and monthly musical entertainment. In addition, caregivers can participate in wellness programs and join support groups and social clubs.

The goals of our creative aging wellness programming at the Life Enrichment Day Programs are to: 1) promote socialization, independence and dignity of members by providing opportunities for creative expression; 2) to create an environment that is welcoming, accepting and supportive – nurturing a feeling of community; and 3) to honor and highlight the memories, skills and talents of members (particularly those with memory loss) through self-expression.

A two-year \$47,500 grant from the Gila River Indian Community would help support the cost of implementing various creative aging and wellness activities. Each Life Enrichment Specialist on staff has earned a certification in Creative Aging from the National Center for Creative Aging. The engaging art programs facilitated by our staff include Readers Theater, choir, Tibetan singing bowls, and Nature Canvas. A sampling of the diverse teaching artists we have engaged in the past includes:

Keith Johnson of Sankofa Island Magic Music offers a hands-on experience with West African djembe' drums and gourd shakers. The members are engaged in a drumming circle and make their own rhythm with the shakers. Keith also works regularly in the Benevilla Life Day Enrichment Programs and his work has shown to reach people who are fairly limited in speech and mobility to begin to interact and verbalize.

Poet Alexander Andrews is an Estrella Mountain Community College faculty member. He engaged participants in writing a group poem about love, romance, and connection.

A life-long vocalist, award-winning performing songwriter and producer, Judith-Kate Friedman led a process sometimes described as “song quilting” or “musical mural painting” wherein older adults, their loved ones, and/or care partners collectively compose original memorable songs. Melody and meaning arose spontaneously. Judith-Kate has also lead a teaching workshop to Benevilla staff on how to duplicate these processes in their own communities.

Our Time Slips program opens storytelling to everyone by replacing the pressure to remember life events with the freedom to imagine. We have a certified Time Slips staff member who travels to the different day programs to create this experience for our members. Through pictures and non-pressure environments,



Gila River Indian Community Grant Application Grant Cycle 2017

wonderful stories are created. In addition, we plan to offer Tai Chi, Yoga and Zumba classes and organize community outings (art museums, art classes).

The five Life Enrichment Day Programs that will be served by Gila River Indian Community grant funds are:

- 1) West Valley Life (Peoria): stroke survivors, individuals with Parkinson's disease, individuals with dementia, and seniors with intellectual disabilities
- 2) Mary's Place (Sun City): This program serves individuals experiencing moderate to advanced Alzheimer's disease and other related dementias
- 3) Lucy Anne's Place (Surprise): This program is specifically designed for people who have early to moderate stages of Alzheimer's disease and other dementias; it also has an optional intergenerational program that promotes interactions between members and children enrolled in Benevilla's Wirtzie's Child Development Center and Preschool
- 4) Restorative (Sun City): This program serves individuals with Parkinson's disease or early to moderate Alzheimer's disease, as well as stroke survivors or people who have a fall-related injury
- 5) Helping Partners (Sun City): This program serves adults with intellectual and developmental disabilities. While the program is not restricted to seniors, it does have many members that are older and will benefit from creative aging programming.
4. Describe how the proposed project satisfies one or more of the priority funding areas identified by the Gila River Indian Community.

The creative aging wellness programming at our Life Enrichment Day Programs satisfies the "healthcare" funding area in that these programs are wellness activities which assist "in improving the overall health of participants or the community" as described in the funding guidelines.

5. Identify the needs/problems to be addressed, target population and number of people to be served by the project.

Research indicates that creative aging programs have been proven to counter some of the negative effects of aging. In fact, the National Center for Creative Aging reports that art helps elderly individuals cope with complex age-related issues including mental and physical illness or limitation, lifestyle transition, end-of-life decisions, grief, expression and communication. The National Endowment for the Arts' 2006 Creativity and Aging Study found that participation in community based-arts programs had a significantly positive impact on



Gila River Indian Community Grant Application Grant Cycle 2017

older adults (average age in the study was 80) in the areas of physical health and health services utilization, mental health, and involvement in social and general activities. The report states that arts programs led by professional artists “point to true health promotion and disease prevention effects” and “reveal a positive impact on maintaining independence and on reducing dependency.”

The target population reached by this grant will be all members at the five Life Enrichment Day Programs, who are primarily disabled and/or elderly West Valley residents who need assistance with activities of daily living in order to continue living at home. In total, these five Life Enrichment Day Programs served 418 West Valley residents in 2016, with 75% participating in creative aging programming.

6. Define the project as a new or continuing program.

The creative aging program is a continuing project, but the scope of activities detailed in this request would be a significant program expansion.

7. Provide a brief timeline including start and finish dates. Indicate if the timeline is flexible.

Benevilla’s Life Enrichment Day Programs are open year-round (Monday thru Friday, during normal business hours, excluding some holidays). Creative aging wellness programs occur on an ongoing basis at the program sites, with approximately 2-4 creative aging opportunities held each week at each site.

8. Identify other organizations, partners or funders participating in the project and their roles.

To create an enriching array of creative aging wellness programming, we are proud to partner with guest teaching artists and instructors, who provide art and wellness experiences for Life Enrichment members, and families if they chose to participate.

In addition, the following funders have generously supported the creative aging programming at our Life Enrichment Day Programs in the past:

- The Virginia G. Piper Charitable Trust
- The Arizona Commission on the Arts

9. Would you be able to implement the proposed plan if your organization received partial funding for this project?



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Because of the incredible benefits that the creative aging programs have on our members' well-being, we are committed to continuing the program indefinitely. However, if full funding is not received, we may need to scale back the creative aging program offerings provided during the funding period.

10. Describe your plan for project sustainability beyond the grant period. If this is a program/project previously funded by the Gila River Indian Community describe efforts made towards the previously described sustainability plan.

Benevilla charges a program fee, covering a majority of the costs of the Life Enrichment Day Programs (many members who cannot afford the fees attend with support from contracts with government agencies). While we currently raise funds for the creative aging programming so that we can keep the program fees low, if we are unable to generate philanthropic support for the creative aging program we can consider raising the program fees to cover the costs.

11. Describe your plan to document progress and results.

We measure the progress of clients by tracking the number of Life Enrichment Day Program members who participate in our creative aging programs. We also administer satisfaction surveys to members and their families on a routine basis to gauge the perceived importance or impact of the creative aging programming, as well as the overall Life Enrichment program experience. We also periodically receive personal success stories that highlight the effect that our creative aging programming has on members, like the following about Rachel (not her real name): Originally from Africa, Rachel, who has Alzheimer's disease, now only speaks in her native language (she had previously learned and used English but due to her dementia, she has reverted back to her native language). She has difficulty following directions and has bouts of sadness. She is unable to express what is causing her sadness. Rachel loves music and especially enjoys the drumming circle led by Keith Johnson. Keith will lead chants during the drumming circle and Rachel is able to follow all of his directions and verbal cues. Her smile and enthusiasm during the drumming circle is contagious. The drumming circle helps her find joy and the effect lasts much longer than the one-hour session. She often will be happy the remainder of the day. While Rachel's story is unique to her, many of our members also have the same joyful response to the drumming circle, which seems to replace a fog with sunshine for our members.

Regarding the funding received through this grant in particular, we plan to track success in the following ways:



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- Satisfaction surveys to the members and their caregivers.
- Our electronic records BERM, tracks the activities that the members engage in, and we can pull a report on that.
- Feedback and meetings with the teaching artists and Life Enrichment Specialists.

12. Indicate any application to and/or awards made by a tribe other than the Gila River Indian Community for state shared revenues for this and any other project for the past five (5) years. If this information is included in a separate attachment, please indicate that here.

Benevilla received a \$20,000 grant from the Tohono O'odham Nation in 2012 to support the purchase of a vehicle used to transport clients to our Life Enrichment Day Program Centers. We have received no additional funding from any of the Indian communities. We do not have any pending applications with another Indian community.



Gila River Indian Community Grant Application Grant Cycle 2017

Project Budget

Budget Period: Jan. 1, 2018 – Dec. 31, 2019

For each budget item listed here please provide a narrative description on the following Project Budget Detail page.

Proposed Budget Expense (list each budget item)	Amount requested from GRIC	Amount requested or secured from other funders	In Kind contributions	Total Budget
1. Contracted artists/health class leaders for West Valley Life Enrichment Day Program creative aging wellness programs	\$9,000	\$0	\$0	\$10,080
2. Contracted artists/health class leaders for Mary's Place Life Enrichment Day Program creative aging wellness programs	\$9,000	\$0	\$0	\$11,040
3. Contracted artists/health class leaders for Lucy Anne's Life Enrichment Day Program creative aging wellness programs	\$9,000	\$0	\$0	\$11,040
4. Contracted artists/health class leaders for Restorative Life Enrichment Day Program creative aging wellness programs	\$7,000	\$0	\$0	\$7,200
5. Contracted artists/health class leaders for Helping Partners Enrichment Day Program creative aging wellness programs	\$8,000	\$0	\$0	\$9,600
6. Guest Artist	\$1,000	\$0	\$0	\$2,000
7. Time Slips Program	\$1,500	\$2,000	\$0	\$3,500
8. Art Supplies	\$3,000	\$0	\$0	\$6,000
9. Click here to enter text.	\$0	\$0	\$0	\$0
10. Click here to enter text.	\$0	\$0	\$0	\$0
11. Click here to enter text.	\$0	\$0	\$0	\$0
12. Click here to enter text.	\$0	\$0	\$0	\$0
13. Click here to enter text.	\$0	\$0	\$0	\$0
14. Click here to enter text.	\$0	\$0	\$0	\$0
15. Click here to enter text.	\$0	\$0	\$0	\$0
16. Click here to enter text.	\$0	\$0	\$0	\$0
17. Click here to enter text.	\$0	\$0	\$0	\$0
Total Budget	\$47,500	\$2,000	\$0	\$60,460



Gila River Indian Community Grant Application Grant Cycle 2017

Project Budget Detail

Please provide a narrative description for each of the project budget items listed on the previous page. Include the dollar figure and how it was derived.

1. We have a \$420/month budget for the West Valley Life Enrichment Day Program (Peoria) for creative aging wellness programs. Over 24 months, that totals \$10,080. We estimate we will offer between 6-10 creative aging sessions each month. The sessions cost: Drumming - \$50/session; Tai Chi - \$60/session; Yoga - \$45/session; Zumba - \$50/session. Resident artists will also be brought in once or twice each year to work on art projects with the members. (Please note for this and the other line items, we have not solicited funding yet for 2018 and 2019 for our creative aging wellness programming. We do intend to make solicitations for the programming and will augment any grants we receive with unrestricted donations.)
2. We have a \$460/month budget for the Mary's Place Life Enrichment Day Program (Sun City) for creative aging wellness programs. Over 24 months, that totals \$11,040. We estimate we will offer between 8-10 creative aging sessions each month. The sessions cost: Drumming - \$50/session; Tai Chi - \$60/session; Yoga - \$45/session; Zumba - \$50/session. Resident artists will also be brought in once or twice each year to work on art projects with the members.
3. We have a \$460/month budget for the Lucy Anne's Place Life Enrichment Day Program (Surprise) for creative aging wellness programs. Over 24 months, that totals \$11,040. We estimate we will offer between 8-10 creative aging sessions each month. The sessions cost: Drumming - \$50/session; Tai Chi - \$60/session; Yoga - \$45/session; Zumba - \$50/session. Resident artists will also be brought in once or twice each year to work on art projects with the members.
4. We have a \$300/month budget for the Restorative Life Enrichment Day Program (Sun City) for creative aging wellness programs. Over 24 months, that totals \$7,200. We estimate we will offer between 5-6 creative aging sessions each month. The sessions cost: Drumming - \$50/session; Tai Chi - \$60/session; Yoga - \$45/session; Zumba - \$50/session. Resident artists will also be brought in once or twice each year to work on art projects with the members.
5. We have a \$400/month budget for the Helping Partners Life Enrichment Day Program (Sun City) for creative aging wellness programs. Over 24 months, that totals \$7,200. We estimate we will offer between 7-9 creative aging sessions each month. The sessions cost: Drumming - \$50/session; Tai Chi - \$60/session; Yoga - \$45/session; Zumba - \$50/session. Resident artists will also be brought in once or twice each year to work on art projects with the members.
6. Each year, Benevilla brings in a distinguished guest artist (funding permitting). Typically the artist not only visits one or more of the day programs but also trains Life Enrichment staff on the art form they are teaching the members.



Gila River Indian Community Grant Application Grant Cycle 2017

7. Benevilla has budgeted to get more of our Life Enrichment staff trained on Time Slips, and will pursue doing an Organizational Certification program for 11-20 staff through the Time Slip training. The cost is \$3,500 and includes a 4 hour, online training and associated program supplies such as training manuals and story telling kits.

8. Life Enrichment Specialists lead creative aging activities several times a week. Often these activities are art activities for which we need art supplies. The budget for art supplies is \$3,000 per year (\$600 per program site).

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Other explanation: [Click here to enter text.](#)



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248162350
Feb. 17, 2016 LTR 4168C 0
86-0404687 000000 00

00016566
BODC: TE

BENEVILLA
PO BOX 8450
SURPRISE AZ 85374



029071

Employer ID Number: [REDACTED]
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Feb. 05, 2016, regarding your tax-exempt status.

We issued you a determination letter in December 1981, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C.

Date Prepared: 8/21/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Stuart Kent, Public Works-Utilities Director
SUBJECT: Intergovernmental Agreement, Arizona Water Bank Authority, Purchase Long-Term Storage Credits

Purpose:

This is a request for Mayor and Council to approve the proposed agreement between the City of Peoria and the Arizona Water Banking Authority.

Background/Summary:

The Arizona Water Banking Authority (AWBA) was created in 1996 to store unused (“excess”) water from the Central Arizona Project (CAP) canal to protect cities from the impacts of a declared shortage on the Colorado River that would result in decreased deliveries of CAP water. The water stored by AWBA would be recovered during times of reduced supply to augment CAP deliveries, a concept known as “firming.” AWBA has approached the City of Peoria with the objective of acquiring Long-Term Storage Credits for firming purposes by reimbursing the City for storage of the City’s excess CAP water.

The City does not order its full allotment of CAP water each year, and thus has a volume of excess water that varies each year. However, the City must pay capital charges for the excess water, even though that water is not delivered. The 2017 capital charge rate is \$31 per acre-foot, which will increase to \$45 per acre-foot for 2018. The benefit of the proposed arrangement between the City and AWBA is that AWBA will pay all actual costs of delivery and storage of the excess water, including the capital charges. The stored water will physically reside in the northwest valley available to Peoria, while the Long-Term Storage Credits are transferred to AWBA to fulfill their legal obligation to firm CAP water for cities.

The attached agreement sets forth the terms and conditions by which the exchange of credits will be accomplished. The exchange will be scheduled early in each calendar year beginning in 2018. AWBA will reimburse the City for all costs, including capital charges, associated with storage of CAP water in Underground Storage Facilities such as the Agua Fria and Hieroglyphic Mountain Recharge Projects, located near Peoria. The City will order the agreed-upon volume of CAP water for storage, up to 6,500 acre-feet, and then transfer the Long-Term Storage Credits to AWBA. While the agreement runs for five years and is renewable, either participant may

withdraw from the agreement in any given year if circumstances require non-participation. The agreement is part of the City strategy to store water underground to the extent that water is available for storage, increasing the City's sustainability in times of water scarcity.

AWBA will reimburse the City for the actual costs of storing up to 6,500 acre-feet of excess CAP water underground. The price for 2018 specified in the agreement is \$231.91 per acre-foot. The City will transfer up to 6,500 acre-feet of Long-Term Storage Credits to AWBA. Capital charges (2018 rate of \$45 per acre-foot) on the excess water stored on behalf of the AWBA which would otherwise be paid for by the City will be paid for by the AWBA, resulting in a net savings to the City of \$292,500. Appropriation authority will be needed for the current fiscal year in order to proceed. As part of Fiscal Year 2019, a supplemental request for the full amount will be required and submitted.

Previous Actions:

The City has not previously entered into an agreement with AWBA. The AWBA has entered into similar agreements with other entities. The City has stored 144,318 acre-feet of water to date for its own long-term drought protection purposes, and will continue to store CAP and reclaimed water underground.

Options:

A: Council could act to approve the agreement and approve the appropriation of funds.

B: Council could decline to approve the agreement and the appropriation of funds.

Staff Recommendation:

Discussion and possible action to: (a) approve an Intergovernmental Agreement with the Arizona Water Banking Authority; and (b) approve an appropriation adjustment not to exceed \$820,083.

Fiscal Analysis:

AWBA will reimburse the City for the actual costs of storing up to 6,500 acre-feet of excess CAP water underground. The City will transfer up to 6,500 acre-feet of Long-Term Storage Credits to AWBA. Capital charges (2018 rate of \$45 per acre-foot) on the excess water stored on behalf of the AWBA which would otherwise be paid for by the City will be paid for by the AWBA, resulting in a net savings to the City of \$292,500. Appropriation authority will be needed for the current fiscal year in order to proceed. As part of Fiscal Year 2019, a supplemental request for the full amount will be required and submitted.

ATTACHMENTS:

LTSC Transfer

AWBA Purchase Sale Agreement

Contact Name and Number:

Michael D. Weber, P.E., (623) 773-7181

ARIZONA DEPARTMENT OF WATER RESOURCES
Water Planning & Permitting Division
1110 West Washington St., Suite 310
Phoenix, Arizona 85007
Telephone (602) 771-8599
Fax (602) 771-8689

LONG-TERM STORAGE CREDIT TRANSFER FORM
A.R.S. § 45-854.01

For Official Use Only

DATE RECEIVED: _____

The fee for a Long-Term Storage Credit Transfer is \$250.00 per water storage transfer. Only one transaction may be requested per form. Payment may be made by cash, check, or credit card.. Checks should be made payable to the Arizona Department of Water Resources. Failure to enclose the fee will cause the form to be returned. Fees for a Long-Term Credit Transfer are authorized by A.A.C. R12-15-104.

[FOR SELLER]

Name of Seller

Long-Term Storage Account No.

Contact Person/Telephone Number

Facility Permit Number (where source water was stored)

Mailing Address

Water Storage Permit Number (authority to store source water)

City/State/Zip

Email

Number of long-term storage credits (in acre-feet) transferred by type(s) of water and year credits were earned.

Type: _____ acre-feet _____ year earned _____

Type: _____ acre-feet _____ year earned _____

[FOR BUYER]

Name of Buyer

If the transfer includes long-term storage credits earned from the storage of Central Arizona Project (CAP) water in an Active Management Area (AMA), please state:

Contact Person/Telephone Number

1. The date of Buyer's formation (if Buyer is a legal entity): _____.

Mailing Address

2. The amount of groundwater withdrawn by Buyer in the AMA during the calendar year that the credits were earned:

City/State/Zip

_____.

Email

a. The groundwater right number(s) the Buyer withdrew the groundwater pursuant to:

Long -Term Storage Account No. (if any)

Required Signature Block is on Page 2

Pursuant to A.R.S. § 45-854.01(C), the director of the Arizona Department of Water Resources may reject and invalidate any assignment of long-term storage credits in which the stored water would not have met the requirements for long-term storage credits as prescribed by A.R.S. § 45-852.01 if the assignee had stored the water.

The undersigned hereby certify, under penalty of perjury, that the information contained in this report is, to the best of their knowledge and belief, correct and complete and that they are authorized to sign on behalf of the party for whom their signature appears.

Authorized Signature for Seller DATE

Title

Authorized Signature for Buyer DATE

Title

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

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.

**PURCHASE AND SALE AGREEMENT
FOR
LONG TERM STORAGE CREDITS**

This Purchase and Sale Agreement (Agreement) is made this _____ day of _____, 2017, (the "Effective Date"), between the Arizona Water Banking Authority ("AWBA"), an authority established under Chapter 14, Title 45 of the Arizona Revised Statutes ("A.R.S."), added by Law 1996, Ch. 308, § 16, effective April 30, 1996, and the City of Peoria ("Peoria"), a municipal corporation of the State of Arizona.

RECITALS

A. The AWBA desires to purchase Long-Term Storage Credits developed by Peoria pursuant to A.R.S. §§ 45-801 *et seq.*, for the benefit of meeting the AWBA's storage goals.

B. Peoria is willing to sell and transfer certain Long-Term Storage Credits to AWBA upon the price, terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Agreement, the following terms, when capitalized, shall mean:

- 1.1 "ADWR" means the Arizona Department of Water Resources.
- 1.2 "Agreement" means this Purchase and Sale Agreement for Long-Term Storage Credits.
- 1.3 "AWBA" means the Arizona Water Banking Authority established by A.R.S. § 45-2421 or its successor.
- 1.4 "AWBA's Long-Term Storage Account" means the account established pursuant to A.R.S. § 45-852.01 in the AWBA's name and account number 70-441150.0000.
- 1.5 "Long-Term Storage Credit" is as defined in A.R.S. § 45-802.01(11).
- 1.6 "Long-Term Storage Credit Transfer Form" is a form, approved by ADWR, to effectuate the assignment of Long-Term Storage Credits, as defined in A.R.S. § 45-854.01(B), and more specifically described in Article 3 below.
- 1.7 "Peoria" means the City of Peoria, Arizona.

1.8 "Peoria's Long-Term Storage Account" means the Long-Term Storage account established pursuant to A.R.S. § 45-852.01 in Peoria's name and Account No. 70-441146.0000.

ARTICLE 2

PURCHASE OF LONG-TERM STORAGE CREDITS

2.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, Peoria agrees to sell, transfer and assign and AWBA agrees to purchase, acquire, and pay for up to 6,500 acre-feet per annum or zero acre-feet per year at Peoria's sole discretion of Long-Term Storage Credits. The total volume of Long-Term Storage Credits that Peoria agrees to sell and AWBA agrees to purchase during the term of this Agreement shall be determined annually through mutual agreement.

2.2 Type of Water. It is the intent of the parties that all Long-Term Storage Credits purchased and sold under this Agreement shall retain the identity of the source of water used to generate such Long-Term Storage Credits.

2.3 Long-Term Storage Credits. The Long-Term Storage Credits to be sold by Peoria were stored at the underground storage facility(s), under the ADWR Facility and Water Storage Permit(s) set forth in Exhibit A hereto. The Parties acknowledge that Exhibit A may be amended from time to time during the term of this Agreement to reflect amendments to existing underground storage facility permits or to add new permitted underground storage facilities.

2.4 Annual Purchase Price. The annual purchase price for the Long-Term Storage Credits to be transferred pursuant to this Agreement will vary from year to year and shall be based on components of the Central Arizona Project ("CAP") published annual rate schedule. The purchase price for 6,500 acre-feet of Long-Term Storage Credits to be sold by Peoria under this Agreement in 2018 is \$1,507,415 calculated using the formula described in Section 2.5 below.

2.5 Purchase Price Formula. The per-credit purchase price for the applicable year is calculated as follows: Per-credit price = [(CAP Long Term M&I Subcontract Capital Charge + CAP Fixed OM&R Charge + CAP Pumping Energy Rate Charge + CAP Underground Water Storage O&M Charge for the Phoenix AMA) / 0.94]. As expressed in numbers reflecting 2018 Provisional CAP rates, the formula is as follows: $[(\$45 + \$95 + \$65 + \$13) / 0.94 = \$231.91]$.

ARTICLE 3

TIME AND MANNER OF TRANSFER

3.1 Long-Term Storage Credit Transfer Form. To evidence the transfer of Long-Term Storage Credits, Peoria and AWBA shall complete, sign and deliver the Long-Term Storage Credit Transfer Form to ADWR upon full execution of this Agreement. A copy of the Long-Term Storage Credit Transfer Form is attached as Exhibit B to this Agreement. After Peoria has executed and delivered the Long-Term Storage Credit Transfer Form to AWBA, AWBA shall

promptly deliver the fully executed Long-Term Storage Credit Transfer Form to ADWR as required by statute.

3.2 Additional Actions and Documentation. AWBA shall pay any administrative fees established by ADWR to effectuate the transfer of Long-Term Storage Credits into AWBA's Account. The parties shall cooperate to take such further actions and execute such further documents as may be determined by either party to be necessary or advisable in order to complete the transfer of the Long-Term Storage Credits contemplated by this Agreement.

ARTICLE 4 COMPLETION OF DELIVERY AND PAYMENT

4.1. Completion of Delivery. Delivery of the Long-Term Storage Credits to be transferred pursuant to this Agreement shall be deemed complete when ADWR notifies AWBA in writing that it has received and accepted the Long-Term Storage Credit Transfer Form and intends to transfer Long-Term Storage Credits from Peoria's Long-Term Storage Account to AWBA's Account ("ADWR Acceptance"). AWBA and Peoria shall cooperate with ADWR to facilitate completion of such transfer by ADWR. AWBA will forward to Peoria copies of any notifications it receives from ADWR.

4.2. Payment. Upon ADWR Acceptance, Peoria shall invoice the AWBA the full annual purchase price as calculated in Article 2.5 above and allow thirty (30) days for the AWBA to remit payment.

4.3. Non-availability of Funds. Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. In the event the State has to terminate this Agreement because the funds are not available, if such were to occur after Peoria has transferred Long-Term Storage Credits and did not receive payment for such, AWBA shall transfer and assign back to Peoria the number of credits affected by any such lack of funds transfer. AWBA's obligation to refund any credits under this Agreement shall be completed thirty (30) calendar days after AWBA receives notification that such funds are not available.

ARTICLE 5 REJECTION OR INVALIDATION OF TRANSFER

If ADWR, pursuant to A.R.S. § 45-854.01(C), rejects or invalidates any transfer or assignment of Long-Term Storage Credits made hereunder before AWBA has paid for such Long-Term Storage Credits, AWBA shall not be obligated to pay for the number of Long-Term

Storage Credits affected by such rejection or invalidation. If such rejection or invalidation occurs after payment has been made by AWBA, Peoria shall refund an amount equal to the number of Long-Term Storage Credits affected by such rejection or invalidation times the price per acre-foot for the affected Long-Term Storage Credits, as such price is established in Article 2.5 above. Peoria shall refund such amount within thirty (30) business days after either AWBA or Peoria receives any notice of rejection or invalidation from ADWR. AWBA shall transfer and assign back to Peoria the number of credits affected by any such rejection or invalidation. Peoria's obligation to refund any payments under this Article 5 shall expire thirty (30) calendar days after ADWR has issued a non-appealable final agency decision approving the transfer and assignment of the Long-Term Storage Credits into the AWBA Account. The Parties' rights and obligations under this Article 5 shall remain in full force and effect, and shall survive termination of this Agreement for purposes of addressing a circumstance where ADWR rejects or invalidates any transfer of Long-Term Storage Credits made hereunder.

ARTICLE 6 EFFECTIVE DATE AND TERM

This Agreement shall be effective as of the date set forth in the introductory paragraph of this Agreement (the "Effective Date") and shall stay in effect five (5) years from the effective date of this agreement, unless the parties agree to extend this Agreement, or terminate this Agreement and in any case all provisions under the Agreement have been met unless it is terminated earlier.

ARTICLE 7 DEFAULT AND REMEDIES

7.1. Default. The occurrence of any of the following events constitutes an event of default by a party to this Agreement:

7.1.1 The failure of either party to perform any term, covenant, or condition of this Agreement, if that failure continues for thirty (30) days following the receipt of written notice from the other party.

7.1.2 (i) The filing by or against either party of a petition to have the party adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against a party, the same is dismissed within sixty (60) days); (ii) the making by a party of any general assignment for the benefit of creditors; (iii) the appointment of a trustee or receiver to take possession of substantially all of the party's assets, when possession is not restored to the party within sixty (60) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of a party's assets, where such seizure is not discharged within sixty (60) days.

7.2. Remedies. If the event default occurs, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party and/or may pursue any other

rights available in law or equity. The obligation of the defaulting party to pay any amounts due but unpaid or refund any credits previously transferred but unpaid of the date of termination under this provision shall survive such termination.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1. Interpretation. This Agreement is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona, without regard to its conflicts of laws provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.

8.2. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and does not create, nor shall it be construed to create, rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this Agreement.

8.3. Non-Discrimination. The parties shall comply with State Executive Order No. 75-5, as amended by State Executive Order No. 2009-09, and all other applicable federal and state laws, rules and regulations relating to equal opportunity and non-discrimination, including the American with Disabilities Act.

8.4. Conflict of Interest. The parties to this Agreement are hereby notified of A.R.S. § 38-511.

8.5. Permits. The parties shall obtain and maintain all licenses, permits and authority necessary to perform their obligations pursuant to this Agreement, and shall comply with all applicable state, federal and local laws, including but not limited to those regarding employment insurance, disability insurance and worker's compensation. This Agreement does not relieve either party from any obligation or responsibility imposed upon it by law.

8.6. No Employment. Neither party shall be considered an officer, employee, or agent of the other. No monitoring or supervisory responsibility over the other party's activities arises on the part of the other arises or as a result of, or pursuant to, this Agreement other than as expressly provided herein.

8.7. Severability. The provisions of this Agreement are severable to the extent that if any provision is held unenforceable under applicable law, the remaining provisions of the Agreement shall remain in effect, if the intent of the Agreement can be accomplished.

8.8. Books, Records and Inspections. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona, the AWBA, and Peoria for five (5) years after the completion of the Agreement. Such records shall be produced at such state offices as are designated by the State of Arizona, the AWBA, or Peoria.

8.9. Indemnification. Each party to this Agreement is independently responsible in the event of its own negligence. Neither party agrees to indemnify the other party.

8.10. Resolution of Disputes. The parties shall attempt to resolve all claims, disputes, controversies, or other matters in question between the parties arising out of, or relating to, this Agreement (“Dispute”) promptly, equitably, and in a good faith manner. Any Dispute arising out of this Agreement is subject to arbitration to the extent required by A.R.S. §12-133 and § 12-1518. The prevailing Party in such arbitration may seek enforcement of such award in any court of competent jurisdiction. Each party agrees to submit to the jurisdiction of any such court solely for purposes of the enforcement of such arbitration decision and for no other purpose.

8.11. Amendments. This Agreement may be modified, amended or revoked only by the express written agreement of the parties hereto.

8.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no understandings or obligations not expressly set forth in this Agreement are binding upon the parties.

8.13. Waiver. No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving party. A waiver by any party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.

8.14. Captions. All captions, titles, or headings in this Agreement are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this Agreement.

8.15. Rules, Regulations and Amendment or Successor Statutes. All references in this Agreement to the Arizona Revised Statutes include all rules and regulations promulgated by ADWR under such statutes and all amendment statutes and successor statutes, rules, and regulations to such statutes, rules, and regulations existing as of the date of this Agreement.

8.16. Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight delivery, facsimile, United States mail, or email. Any such notice must be addressed to the appropriate party at the following address and/or email (or at any other address as a party may hereafter designate by written notice given as required by this paragraph):

AWBA:

For personal delivery: Manager
Arizona Water Banking Authority
1110 W. Washington St., Suite 310
Phoenix, AZ 85007

For U.S. Mail/email: Manager
Arizona Water Banking Authority
P.O. Box 36020
Phoenix, Arizona 85067-6020
voconnell@azwater.gov

CITY OF PEORIA:

For U.S. Mail/email: Peoria City Manager
City of Peoria
8401 W Monroe
Peoria, Arizona 85345

Peoria Deputy Director for Utilities
9875 N. 85th Avenue
Peoria, Arizona 85345
Mike.Weber@peoriaaz.gov

Notice is deemed to have been given on the date on which notice is personally delivered, delivered to an overnight delivery service, transmitted by facsimile, mailed or emailed. Notice is deemed to have been received on the date on which the notice is actually received or delivery is refused.

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

ARIZONA WATER BANKING AUTHORITY

By: _____
Thomas Buschatzke
Its: Chairperson

ATTEST: _____
Kathryn A. Sorensen
Secretary

CITY OF PEORIA, an Arizona municipal corporation

By: _____
Cathy Carlat

Its: Mayor

APPROVED AS TO FORM: _____
Stephen J. Burg
City Attorney

ATTEST: _____
Rhonda Geriminsky
City Council Clerk

EXHIBIT A
to
Purchase and Sale Agreement for Long Term Storage Credits

LONG-TERM STORAGE CREDITS

Facility Name	ADWR Facility Permit No.	ADWR Water Storage Permit No.	ADWR Long-Term Storage Account No.	Water Source
HMRP	71-584466.0002	73-584466.0300	70-441146.0000	CAP
AFRP Constructed	71-569776.0007	73-569776.0400	70-441146.0000	CAP
AFRP Managed	71-569775.0006	73-569775.0400	70-441146.0000	CAP

EXHIBIT B
to
Purchase and Sale Agreement for Long Term Storage Credits

ADWR LONG-TERM STORAGE CREDIT TRANSFER FORM A.R.S. § 45-854.01

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C.

Date Prepared: 9/11/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager

THROUGH: Julie Arendall, Deputy City Manager

FROM: Sonia Andrews, Deputy Finance Director

SUBJECT: Resolutions Ordering the Sale of City of Peoria Pledged Transportation Tax Revenue Refunding Obligations and City of Peoria Pledged Excise Tax/State Shared Revenue Refunding Obligations

Purpose:

This is a request for the Council to consider the adoption of two Resolutions as follows:

The adoption of Resolution No. 2017-101 approving the sale and execution and delivery of pledged Excise Tax/State Shared revenue refunding obligations, evidencing all the interests of the owner thereof in a purchase agreement, to prepay a city lease agreement, which financed a portion of the costs of the community theater; approving the form and authorizing the execution and delivery of necessary documents; delegating authority to the City Manager and Chief Financial Officer or Deputy Finance Director to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency; and

The adoption of Resolution No. 2017-102 approving the sale and execution and delivery of pledged Transportation Tax revenue refunding obligations, evidencing all the interests of the owner thereof in a purchase agreement, to prepay a prior purchase agreement, which financed certain street and roadway improvements; approving the form and authorizing the execution and delivery of such necessary documents; delegating authority to the City Manager and Chief Financial Officer or Deputy Finance Director to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency.

Background/Summary:

With the current low interest rate environment, the City is considering the issuance of approximately \$30 million of Revenue Refunding Obligations (the "Obligations") to refinance specific outstanding bonds originally issued by the Peoria Municipal Development Authority. It is anticipated that the new Obligations will be sold via a direct purchase with a financial institution, having a tax-exempt interest rate of approximately 1.8% with final maturities consistent with the

current maturities in 2025 and 2026. As such, this refinancing does not extend the current maturity date of the outstanding bonds.

The following bonds (the Outstanding Bonds) are being considered for refunding:

Bond Issue	Final Maturity Date	Estimated Average Annual Debt Service Savings	Principal Amount Outstanding at Time of Refunding
MDA Bonds, Series 2006	7/2025	\$ 32,000	\$ 3,255,000
MDA Bonds, Series 2008	1/2026	\$415,000	\$28,040,000
Total		\$447,000	\$31,295,000

The interest cost of the 2006 and 2008 Outstanding Bonds currently ranges from approximately 4.00% to 5.00%. The refinancing of these bonds is expected to lower the interest cost by issuing the new Obligations with an estimated interest rate of approximately 1.80%. The planned refinancing (refunding) is estimated to provide gross debt service cash flow savings of approximately \$3.76 million over the remaining term of the debt. The net present value savings from the reduction in interest cost is estimated at approximately \$3.5 million, which represents a net present value savings of 6.7% for the 2006 bonds and 9.4% for the 2008 bonds. This savings threshold/metric exceeds metrics commonly used by cities to measure the efficiency of a refunding. As such, this indicates an efficient refunding by industry standards.

The Purchase Agreements, Trust Agreements, and Escrow Trust Agreement need to be considered and approved in connection with the proposed financing transaction.

Previous Actions:

In 2006 and 2008 the Municipal Development Authority issued the bonds that are proposed to be refunded. The proceeds of the bonds were used to design and construct the various improvements described below. The improvements were sold to the City of Peoria pursuant to a City Purchase Agreement and a Lease Agreement. The payments by the City to the Municipal Development Authority under the agreements are secured by excise taxes and state shared revenues (as described below) in amounts sufficient to pay the principal and interest payments on the bonds.

The 2006 Bonds were originally issued in the amount of \$6,675,000 for the development and construction of the Peoria Performing Arts Center. The outstanding principle amount is approximately \$3.3 million, callable on or after July 2016, with the final maturity in 2025. These bonds are secured by revenues from the City's Excise Taxes and State-Shared Revenues. Principal and interest payments are paid from the City of Peoria Arts Fund and Half Cent Sales Tax Fund, in the approximate amount of \$490,000 annually.

The 2008 Bonds were issued in the amount of \$47,000,000 for the development and construction of improvements to Happy Valley Road from 67th Avenue to Lake Pleasant Parkway along with ancillary improvements including intersections, sound walls, signalizations, and a bridge, along with adjacent roadway improvements to 83rd Avenue from Williams Road to Calle Lejos. The currently outstanding principle amount is approximately \$28 million, callable on or after January 2019, with the final maturity in 2026. These bonds are secured by revenues from the City's Transportation Sales Tax as well as secondary security from the City's Excise Taxes and State-Shared Revenues. Principal and interest payments are paid from the Transportation Sales Tax Fund and Utility Funds in the approximate amount of \$3.9 million annually.

Options:

A : Adopt the Resolution approving the sale and execution and delivery of pledged Excise tax/state shared revenue refunding obligations, evidencing all the interests of the owner thereof in a purchase agreement, to prepay a city lease agreement, which financed a portion of the costs of the community theater; approving the form and authorizing the execution and delivery of necessary documents; delegating authority to the City Manager and Chief Financial Officer or Deputy Finance Director to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency.

and;

Adopt the Resolution approving the sale and execution and delivery of pledged Transportation Tax revenue refunding obligations, evidencing all the interests of the owner thereof in a purchase agreement, to prepay a prior purchase agreement, which financed certain street and roadway improvements; approving the form and authorizing the execution and delivery of such necessary documents; delegating authority to the City Manager and Chief Financial Officer or Deputy Finance Director to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency.

B: Do not adopt the Resolutions authorizing and approving the sale and execution and delivery of the refunding obligations.

Staff Recommendation:

Discussion and possible action for: (a) consideration and possible adoption of **RES. 2017-101** approving the sale and execution and delivery of pledged Excise Tax/State Shared Revenue refunding obligations, evidencing all the interests of the owner thereof in a purchase agreement, to prepay a city lease agreement, which financed a portion of the costs of the community theater; approving the form and authorizing the execution and delivery of necessary documents; delegating authority to the City Manager and Chief Financial Officer or Deputy Finance Director to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency; and (b) consideration and possible adoption of **RES. 2017-**

102 approving the sale and execution and delivery of pledged Transportation Tax revenue refunding obligations, evidencing all the interests of the owner thereof in a purchase agreement, to prepay a prior purchase agreement, which financed certain street and roadway improvements; approving the form and authorizing the execution and delivery of such necessary documents; delegating authority to the City Manager and Chief Financial Officer or Deputy Finance Director to determine certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and declaring an emergency.

Fiscal Analysis:

This transaction will raise approximately \$30 million for the refinancing of certain outstanding bonds. It is also expected to result in approximately \$3.8 million of gross debt service savings over the term of the new Obligations. Actual savings from the refinancing transaction will be determined by market conditions and bids received. The maturity schedule of the new Obligations will not extend the current maturities. The pledged funding sources for the principal and interest payments are city excise taxes and state- shared revenues and transportation sales taxes for the applicable bonds.

ATTACHMENTS:

Excise Tax Resolution
First Excise Tax Purchase Agreement
First Excise Tax Trust Agreement
Transportation Tax Resolution
First Transportation Tax Purchase Agreement
First Transportation Tax Trust Agreement
Transportation Tax Escrow Trust Agreement

RESOLUTION NO. 2017-101

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, APPROVING THE SALE AND EXECUTION AND DELIVERY OF PLEDGED EXCISE TAX/STATE SHARED REVENUE REFUNDING OBLIGATIONS, EVIDENCING ALL THE INTERESTS OF THE OWNER THEREOF IN A PURCHASE AGREEMENT, TO PREPAY A CITY LEASE AGREEMENT OF THE CITY, WHICH FINANCED A PORTION OF THE COSTS OF THE COMMUNITY THEATER FOR THE CITY; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH PURCHASE AGREEMENT, A TRUST AGREEMENT AND OTHER NECESSARY DOCUMENTS; DELEGATING AUTHORITY TO THE CITY MANAGER AND CHIEF FINANCIAL OFFICER OR DEPUTY FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY

WHEREAS, the Mayor and Council of the City of Peoria, Arizona (the "City"), have determined to prepay the Series 2006 City Lease, dated as of March 1, 2006 (the "City Lease"), which financed a portion of the costs of a community theater for the City (the "Refinanced Project"), by entering into a First Excise Tax/State Shared Revenue Purchase Agreement, to be dated as of the first day of the month of the dated date of the hereinafter described Obligations established as provided herein (the "Purchase Agreement"), with Zions Bank, a Division of ZB, National Association, as trustee (the "Trustee"), in its separate capacity as "Seller"; and

WHEREAS, in connection with the Purchase Agreement, the Mayor and Council of the City have deemed it necessary and desirable to provide for the sale and execution and delivery of pledged revenue refunding obligations, provided for by this Resolution (the "Obligations"), pursuant to the First Excise Tax/State Shared Revenue Trust Agreement, to be dated as of the first day of the month of the dated date of the Obligations (the "Trust Agreement"), between the Trustee and the City, evidencing all the interests of the owner of the Obligations in payments to be made by the City to the Trustee pursuant to the Purchase Agreement; and

WHEREAS, the payments represented by the Obligations will be secured by amounts received under the Purchase Agreement pursuant to which the City will pledge revenues from the Excise Taxes and the State Shared Revenues (as such terms are defined in the Purchase Agreement); and

WHEREAS, there have been presented to the Mayor and Council of the City at the meeting at which this Resolution is being adopted (1) the proposed form of the Purchase Agreement and (2) the proposed form of the Trust Agreement; and

WHEREAS, refinancing the costs of the Refinanced Project pursuant to the Purchase Agreement is in furtherance of the purposes of the City and is in the public interest;

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

Section 1. (a) The execution and delivery of the Obligations by the Trustee is approved.

(b) The City Manager or the Chief Financial Officer or Deputy Finance Director of the City are each authorized to determine on behalf of the City the series name and designation of the Obligations; the date and the entity with which the Obligations are to be placed by them at their direction; the total aggregate principal amount of the Obligations which are to be executed and delivered; the date the Obligations are to be dated; the dates on which interest on the Obligations is to be payable and the interest rates per annum the Obligations are to bear (but, except in the case of default or an event of taxability, not greater than ten percent (10%) per annum); the dates the Obligations are to mature but not later than ten (10) years from the date of the execution and delivery of the Obligations, the principal amounts to mature on such dates and the provisions for prepayment thereof in advance of such dates; the portion of the City Lease to be prepaid and the exercise of redemption provisions with respect to the bonds issued with respect to the City Lease and the terms upon which the Obligations are to be sold (including determinations of price, original issue discount and premium); provided, however, that the foregoing determinations shall not result in present value savings, net of costs of issuance, of less than two and one-half percent (2.5%) of the portion of the City Lease being prepaid.

(c) The forms and other terms of the Obligations, including the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement and are approved.

Section 2. The form, terms and provisions of the Purchase Agreement and the Trust Agreement, in substantially the forms of such documents (including the Obligations and other exhibits thereto) presented at the meeting of the Mayor and Council of the City at which this Resolution is being adopted are approved, with such final provisions, insertions, deletions and changes as determined as provided hereinabove and shall be approved by the Mayor of the City, any other member of the

Council of the City, the execution of each such document being conclusive evidence of such approval, and the Mayor of the City or any other member of the Council of the City, or the Clerk of the City, where applicable, are authorized and directed, for and on behalf of the City, to execute and deliver and attest or approve the Purchase Agreement and the Trust Agreement and to take all action to carry out and comply with the terms of such documents.

Section 3. The Trustee (including in its separate capacity as Seller is requested to take any and all action necessary in connection with the execution and delivery of the Purchase Agreement and the Trust Agreement and the sale and execution and delivery of the Obligations and is further authorized and directed to take such action as may be reasonable for the administration of the trusts so held by it.

Section 4. The covenants and agreements contained in the Purchase Agreement as to the pledge of and the lien on revenues from the Excise Taxes and the State Revenues and the restriction on the issuance of further parity obligations secured by revenues from the Excise Taxes and the State Revenues are approved and confirmed.

Section 5. The Mayor, the City Manager, the Chief Financial Officer and other officers of the City, on behalf of the City, are authorized and directed, without further order of the Mayor and Council of the City, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the City, to cause the sale and execution and delivery of the Obligations and to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution.

Section 6. All actions of the officers and agents of the City which conform to the purposes and intent of this Resolution and which further the sale and execution and delivery of the Obligations as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 7. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 8. The immediate operation of this Resolution is necessary for the economic prepayment of the City Lease and the resulting preservation of the public health and welfare by expediting the prepayment of the City Lease and an emergency is hereby declared to exist. This Resolution shall be in full force and effect from and after its passage and approval by the Mayor and Council of the City, as required by law, and is hereby exempt from the referendum provisions of the City's Charter and the constitution and laws of the State of Arizona pursuant to Section 19-142(B).

PASSED AND ADOPTED on this 19th day of September, 2017.

CATHY CARLAT, MAYOR

DATE SIGNED

ATTEST:

RHONDA GERIMINSKY, CITY CLERK

APPROVED AS TO FORM:

STEPHEN J. BURG, CITY ATTORNEY

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2017-101 was duly passed and adopted by the Mayor and Council of the City of Peoria, Arizona, at a regular meeting held on the 19th day of September, 2017, and the vote was _____ ayes and _____ nays.

Clerk, City of Peoria, Arizona

DRAFT
09/07/17

FIRST EXCISE TAX/STATE SHARED REVENUE PURCHASE AGREEMENT

by and between

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION,
as Seller

and

THE CITY OF PEORIA, ARIZONA,
as Purchaser

Dated as of October 1, 2017

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FIRST EXCISE TAX/STATE SHARED REVENUE PURCHASE AGREEMENT

THIS FIRST EXCISE TAX/STATE SHARED REVENUE PURCHASE AGREEMENT, dated as of October 1, 2017 (this “Agreement”), by and between the CITY OF PEORIA, ARIZONA, a municipal corporation under the laws of the State of Arizona (“City”), as purchaser hereunder, and ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION, a national banking association (“Trustee”), in its capacity as trustee under the First Excise Tax/State Shared Trust Agreement, dated as of even date herewith (the “Trust Agreement”), by and between Trustee and City, but in its separate capacity as seller hereunder,

WITNESSETH:

WHEREAS, City determined that it would be beneficial to its citizens to refinance the obligations of City pursuant to a Series 1993 City Lease, dated as of October 1, 1993 (the “1993 City Lease”), between City and Peoria Municipal Development Authority, Inc. (the “Corporation”), being the only remaining obligation of City to the Corporation securing debt issued pursuant to the Trust Indenture, dated as of June 1, 1985, from the Corporation to The Valley National Bank of Arizona (predecessor in interest to J.P. Morgan Trust Company, National Association), as trustee, and a City Lease, dated as of June 1, 1993 (collectively with the 1993 City Lease, the “1993 City Leases”), between City and City of Peoria Municipal Sports Complex Authority; and

WHEREAS, in order to refinance the obligations of City pursuant to the 1993 City Leases, the Corporation and City deemed it necessary and desirable for the Corporation to issue its \$25,015,000 aggregate principal amount of Revenue Refunding Bonds, Series 2003 (the “Series 2003 Bonds”); and

WHEREAS, in connection with the issuance of the Series 2003 Bonds, the Corporation and City entered into a Series 2003 Ground Lease, dated as of June 1, 2003, pursuant to which City leased the real property described on Exhibit A attached thereto to the Corporation and a Series 2003 City Lease, dated as of June 1, 2003 (the “Series 2003 City Lease”), pursuant to which the Corporation leased such real property and the improvements to be included thereon to City; and

WHEREAS, all amounts due pursuant to the Series 2003 City Lease have been paid or provided for, and none of the Series 2003 Bonds remain outstanding; and

WHEREAS, City then determined that it will be beneficial to its citizens to finance the costs of design, construction and outfitting of a community theater (the “First Project”); and

WHEREAS, in order to finance the First Project, the Corporation and City deemed it necessary and desirable for the Corporation to issue its Revenue Bonds, Series 2006 (the “Series 2006 Bonds”); and

WHEREAS, in connection with the issuance of the Series 2006 Bonds, the Corporation and City entered into a Series 2006 Ground Lease, dated as of March 1, 2006,

pursuant to which City leased the real property described on Exhibit A attached thereto to the Corporation and a Series 2006 City Lease, dated as of March 1, 2006 (the “Series 2006 City Lease”), pursuant to which the Corporation leased such real property and the improvements to be included thereon to City, and City, as agent of the Corporation, agreed to design, construct and outfit, as the case may be, the First Project; and

WHEREAS, City then determined that it will be beneficial to its citizens to refinance the costs to acquire certain water rights (the “Second Project”) available pursuant to the Lease Agreement for CAP Water, dated May 15, 2006, among the United States of America, the Gila River Indian Community and City; and

WHEREAS, in order to finance the Second Project, the Corporation and City deemed it necessary and desirable for the Corporation to issue its Revenue Bonds, Series 2011 (the “Series 2011 Bonds”); and

WHEREAS, in connection with the issuance of the Series 2011 Bonds, the Corporation and City entered into a Series 2011 Ground Lease, dated as of June 1, 2011, pursuant to which City leased the parcels of real property described on Exhibit A attached thereto to the Corporation and a Series 2011 City Lease, dated as of June 1, 2011 (the “Series 2011 City Lease”), pursuant to which the Corporation leased such real property and the improvements included thereon to City, and City, as agent of the Corporation, agreed to provide for the acquisition of the Second Project; and

WHEREAS, City then determined that it will be beneficial to its citizens to finance the costs of renovations to the “Peoria Sports Complex” (the “Third Project”); and

WHEREAS, in order to finance the Third Project, the Corporation and City deemed it necessary and desirable for the Corporation to issue its Revenue Bonds, Series 2012 (the “Series 2012 Bonds”); and

WHEREAS, in connection with the issuance of the Series 2012 Bonds, the Corporation and City entered into a Series 2012 City Purchase Agreement, dated as of July 1, 2012 (together with the Series 2011 city Lease, the “Existing Agreements”), pursuant to which, among other things, City, as agent of the Corporation, agreed to provide for the Third Project; and

WHEREAS, pursuant to Section 3.3 of each of the Existing Agreements, there is a first lien upon amounts of revenues from the Excise Taxes (as such term and all other undefined terms used herein are defined in the Trust Agreement) and the State Shared Revenues for payments due with respect to the Existing Agreements; and

WHEREAS, the Mayor and Council of City have determined that it will be beneficial to the citizens of City for City to prepay the remaining, unpaid amounts due pursuant to the Series 2006 City Lease ; and

WHEREAS, for such purposes, the Mayor and Council of City requested that Trustee sell and execute and deliver the Obligations, and Trustee has, as described in the Trust

Agreement, caused a deposit to be made to the Costs of Issuance Fund and amounts to be paid to the Prior Trustee; and

WHEREAS, pursuant to Section 2 of this Agreement, the pledge of revenues from Excise Taxes and the State Shared Revenues to the Payments will be a first lien pledge thereof, on parity with the first lien of such amounts of revenues from the Excise Taxes and the State Shared Revenues with respect to the payments due pursuant to the Existing Agreement; and

WHEREAS, City is a municipal corporation duly incorporated and validly existing under the laws of the State; the Constitution and the laws of the State authorize City to enter into this Agreement and the transactions contemplated by this Agreement; City has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of City, enforceable against City in accordance with its terms; all required procedures for execution and performance of this Agreement, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which City is now a party or by which City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of City; City has disclosed in writing to Trustee all facts that do or will materially adversely affect the properties, operations or financial condition of City and that any financial statements, notices or other written statements provided by City to Trustee pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading and the Prepaid Leasehold complies with all applicable environmental laws, rules and regulations (including, without limitation, all federal, state and local laws) and with Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice concerning accessibility of places of public accommodation and commercial facilities if and to the extent such Act and regulations apply to the Prepaid Leasehold; and

WHEREAS, Trustee has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Term and Payments.

(a) In order to refinance the costs of the Prepaid Leasehold, City hereby sells and conveys any interests it has in the Prepaid Leasehold to Trustee, without warranty, for the sum of \$10.00 and other valuable consideration had and received. For the amounts payable pursuant hereto (including the Payments), Trustee in turn hereby sells and

conveys back to City, without warranty, and City hereby purchases from Trustee, any interests Trustee has in the Prepaid Leasehold. (City acknowledges that the right of Trustee to sell the Prepaid Leasehold arises out of the deposit for the benefit of City with the Escrow Trustee and that City is receiving good and valuable consideration from both such sales.)

(b) As the purchase price, City shall pay the Payments to Trustee. (The Interest Portion is interest for purposes of the Code.) This Agreement shall be deemed and construed to be a “*net purchase agreement*,” and the Payments shall be an absolute net return to Trustee, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein.

City shall further also pay to Trustee its fees and expenses in accordance with the provisions of the Trust Agreement and to the United States of America any amounts required by Section 11(b)(ii).

Upon the occurrence of an Event of Taxability, (i) the amount of each of the Payments denominated as and comprising interest pursuant to this Agreement shall be computed by multiplying the portion of the Payments designated as principal by the Taxable Rate (on the basis of a 360-day year of twelve 30-day months), and the Schedule shall be deemed to be amended to reflect such re-calculation and (ii) City shall pay to the Seller for the purpose of remitting to Trustee in trust for the benefit of the Owners (or former Owners, as the case may be) of the Obligations as a gross-up amount (the “Gross-Up Amount”) (1) an amount equal to the difference between (A) the amount of interest that would have been paid to such Owner during the period for which such interest is included in the gross income of such Owner if an Obligation had borne interest at the Taxable Rate, beginning on the Taxable Date (the “Taxable Period”), and (B) the corresponding Interest Portion actually paid to the Owner (or former Owner, as the case may be) during the Taxable Period, and (2) to the extent permitted by applicable law, an amount equal to any interest, penalties or charges owed by such Owner (or former Owner, as the case may be) as a result of the Interest Portion becoming included in the gross income of such Owner (or former Owner, as the case may be), together with any and all attorneys’ fees, court costs, or other “out-of-pocket” costs incurred by such Owner (or former Owner, as the case may be) in connection therewith.

Upon the occurrence of an Event of Default, the amount of each of the Payments denominated as and comprising interest pursuant to this Agreement shall be computed by multiplying the portion of the Payments designated as principal by the Default Rate (on the basis of 360-day year of twelve 30-day months), and the Schedule shall be deemed to be amended to reflect such re-calculation.

(c) The obligation of City to pay the amounts described in paragraph (b) hereof (including the Payments) from the sources described herein and to comply with the other provisions hereof shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by Trustee of any obligation to City or otherwise, or out of indebtedness or liability at any time owing to City by Trustee. Until such time as all of the payments described in Subsection (b) hereof (including the Payments) shall have been fully paid or provided for, City (i) shall not

suspend or discontinue the same, (ii) shall comply with the other provisions hereof and (iii) shall not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Prepaid Leasehold or the taking by *eminent domain* of title to or temporary use of any or all of the Prepaid Leasehold, commercial frustration of purpose, abandonment of the Prepaid Leasehold by City, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained and in the event Trustee shall fail to perform any such agreements on its part, City may institute such action against Trustee as City may deem necessary to compel performance so long as such action does not abrogate the obligations of City contained in the first sentence of this paragraph.

(d) Any of the payments described in Subsection (b) hereof (including the Payments) due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

(e) Amounts payable to Trustee shall be paid by the means specified in writing to City.

Section 2. Pledge; Limited Obligations.

(a) City hereby irrevocably pledges for the payment of the Payments revenues from the Excise Taxes and the State Shared Revenues. City intends that this pledge shall be a first lien upon such amounts of revenues from the Excise Taxes and the State Shared Revenues as will be sufficient to make the Payments when due, on parity with the first lien of such amounts of revenues from the Excise Taxes and the State Shared Revenues with respect to the Existing Agreements. City shall make said payments from revenues from the Excise Taxes and the State Shared Revenues, except to the extent it chooses to make the payments from other funds pursuant to this Section, first paying the United States of America any amounts required by Section 11(b)(ii) and making the Payments and thereafter making the other required payments. Said pledge of, and said lien on, revenues from the Excise Taxes and the State Shared Revenues is hereby irrevocably made and created for the prompt and punctual payment of the amounts due hereunder according to the terms hereof and to maintain the funds as hereinafter specified in this Agreement and the Trust Agreement. All of the Payments are coequal as to the pledge of and lien on revenues from the Excise Taxes and the State Shared Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from revenues from the Excise Taxes and the State Shared Revenues or security therefor. The rights of the Owners to payment from revenues from Excise Taxes and the State Shared Revenues are on a parity with the rights to payment from revenues from Excise Taxes and the State Shared Revenues of the Existing Agreements on any Parity Obligations.

(b) City shall remit to Trustee from revenues from the Excise Taxes and the State Shared Revenues all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of City to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from revenues from the Excise Taxes and the State Shared Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) City may, at the sole option of City, make payments due pursuant to Section 1 hereof from its other funds as permitted by law and as City shall determine from time to time, but Trustee acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Agreement shall be payable out of any *ad valorem* property taxes imposed by City or from bonds or other obligations, the payment of which City's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by City according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

Section 3. Surplus and Deficiency of Revenues from Pledged Revenues. Revenues from the Excise Taxes and State Shared Revenues in excess of amounts, if any, required to be deposited with or held by Trustee for payments due under this Agreement and the Trust Agreement shall constitute surplus revenues and may be used by City for any lawful purpose for the benefit of City, including the payment of obligations to which revenues from the Excise Taxes and the State Shared Revenues may from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Agreement or the Trust Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement and, with respect to payment from revenues from the Excise Taxes and the State Shared Revenues, *pro rata*, as applicable, with amounts due with respect to the Existing Agreements, this Agreement and any Parity Obligations, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Section 4. Parity Lien Obligations. So long as any of the Obligations remain outstanding and the principal and interest thereon shall be unpaid or unprovided for or any other amounts remain unpaid or unprovided for hereunder, City shall not further encumber revenues from the Excise Taxes or the State Shared Revenues on a basis equal to the pledge hereunder unless revenues from the Excise Taxes plus the State Shared Revenues, in the next preceding Fiscal Year, shall have amounted to at least three (3) times the highest combined interest and principal requirements for any succeeding Fiscal Year for the Existing Agreement, this Agreement and any Parity Obligations (*i.e.*, those already, or so proposed to be, secured by such pledge).

Section 5. City Control over Revenue Collection. To the extent permitted by applicable law, revenues from Excise Taxes shall be retained and maintained so that the amounts received from revenues from the Excise Taxes and the State Shared Revenues, all within and for the next preceding Fiscal Year, shall, have been equal to at least three (3) times the total of interest and principal requirements for the current Fiscal Year for the Existing Agreements, this Agreement and any Parity Obligations. If revenues from the Excise Taxes and the State Shared Revenues for any such Fiscal Year, shall not have been equal to at least three (3) times the total of the interest and principal requirements for the current Fiscal Year for the Existing Agreements, this Agreement and any Parity Obligations or if at any time it appears that revenues from the Excise Taxes and the State Shared Revenues will not be sufficient to meet such requirements, City shall, to the extent permitted by applicable law, either impose new exactions of the type of the Excise Taxes which will be part of the Excise Taxes or increase the rates for the Excise Taxes currently imposed in order that (a) revenues from the Excise Taxes and the State Shared Revenues will be sufficient to meet all current requirements hereunder and (b) revenues from the Excise Taxes and the State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this subsection.

(b) The Excise Tax/State Shared Revenue Fund established in connection with the Existing Agreements is hereby expanded to provide for the purposes of this Agreement and, after paying therefrom amounts for the purposes described in the Prior Existing Agreements and herein, such Fund may be reduced to zero, including by transferring any such balance to the General Fund of City.

Section 6. Certain Matters with Respect to Prepaid Leasehold.

(a) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, Trustee has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Prepaid Leasehold for any particular purpose or the conformity of Prepaid Leasehold to any plans, specifications, construction contract, purchase order, model or sample, or as to their design, construction, delivery, installation, construction oversight and operation or their suitability for use by City. All such risks shall be borne by City without in any way excusing City from its obligations under this Agreement, and Trustee shall not be liable to City for any damages on account of such risks. Except with respect to any acts by Trustee which are not undertaken at the request of City or with the prior approval of City, City waives all claims against Trustee growing out of the acquisition of the Prepaid Leasehold. Trustee shall have no liability to City for any failure of any contractor to perform any contract or other undertaking with respect to the Prepaid Leasehold in any respect. Trustee shall have no obligation to obtain or insure compliance with any required permits or approval procedures with respect to the Prepaid Leasehold. In the event of any defect in any item of the Prepaid Leasehold or other claim with respect to the Prepaid Leasehold, recourse of City shall be against the contractors, manufacturers, suppliers, etc. of the Prepaid Leasehold and, where applicable, the person selling the property to Trustee, and not against Trustee. For such purpose, Trustee hereby assigns and transfers to City the right, title and interest of Trustee in and to all representations, warranties, guarantees and service agreements relating to the Prepaid Leasehold made or entered into by Trustee and by any contractor,

manufacturers, suppliers, etc. of the Prepaid Leasehold. Trustee further designates City as its attorney-in-fact granting to City the right to initiate and take all actions necessary to enforce any and all construction contracts and all such warranties and service agreements with the same force and effect as Trustee could do if the foregoing assignment had not been made. Trustee is entering into this Agreement solely as seller and shall not be personally liable hereunder and shall be afforded the same rights, protections, immunities and indemnities acting hereunder as afforded to it as Trustee under the Trust Agreement. Notwithstanding anything to the contrary herein, at no time shall Trustee be listed in the chain of title to the Prepaid Leasehold. Provisions governing the rights, immunities and protections of Trustee under the Trust Agreement are herein incorporated by reference into this Agreement as though fully set forth herein.

(b) Trustee hereby irrevocably appoints City as its sole and exclusive agent to act for and on behalf of Trustee in refinancing the costs of the Prepaid Leasehold. As such agent, City shall have full authority to do all things necessary to bring about refinancing the costs of the Prepaid Leasehold. Trustee shall not be liable, responsible or accountable for the acts of City as its agent hereunder, and City hereby assumes all responsibility for the performance of such duties.

(c) Notwithstanding any other terms or provisions of this Agreement, the interest of Trustee in the Prepaid Leasehold is solely for the purpose of facilitating the refinancing of the Prepaid Leasehold, and Trustee shall not have the power, authority or obligation to assume any responsibility for the overall management or maintenance of the Prepaid Leasehold, including, without limitation, any day-to-day decision-making or operational aspects of the Prepaid Leasehold.

Section 7. Providing for Payment. City may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying the Payments as provided herein as and when the same become due and payable at their scheduled due dates pursuant to Section 1 hereof or on a date on which they can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with Trustee and available for the Payments is fully sufficient to make, or cause to be made, the Payments at their scheduled due dates or on a date on which they can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are non-callable, in such amount as shall be certified to Trustee and City, by a national firm of certified public accountants acceptable to both Trustee and City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with Trustee and available for the Payments, to make, or cause to be made, the Payments at their scheduled due date or on a date on which they can be prepaid.

Section 8. Term of Agreement. This Agreement shall not terminate so long as any payments are due and owing pursuant to the Obligations. Subject to Section 7 hereof,

upon full payment or provision for payment and in consideration of the timely payment of all of the amounts described in Subsection 1(b) hereof (including the Payments) and provided that City has performed all the covenants and agreements required by City to be performed, this Agreement shall cease and expire. The obligations of City under this Agreement, including, without limitation, its obligation to pay the Payments, shall survive any action brought as provided in the next Section hereof, and City shall continue to pay the Payments and perform all other obligations provided in this Agreement; provided, however, that City shall be credited with any amount received by Trustee pursuant to actions brought under the next Section hereof.

Section 9. Default; Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Subsection 1(b) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement, (B) the violation by City of any other covenant or provision of this Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to the Existing Agreements or any Parity Obligations or (D) the insolvency or bankruptcy of City as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of City or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described in Subsection 1(b) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal or interest due with respect to the Existing Agreements or any Parity Obligations on their due dates; (B) in the case of the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within sixty (60) days after notice in writing from Trustee specifying such default and (C) in the case of any other default under any of the Existing Agreements or any Parity Obligations after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by City under the Trust Agreement or this Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of City under the Trust Agreement or this Agreement, and with respect to revenues from the Excise Taxes and the State Shared Revenues, without notice and without giving any bond or surety to City or anyone claiming under City, have a receiver appointed of revenues from the Excise Taxes and the State Shared Revenues which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and City does hereby irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

Each right, power and remedy of Trustee provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by Trustee of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of Trustee to insist upon a strict compliance by Trustee with all the covenants and conditions hereof. City shall, upon not less than 10 days' prior request by Trustee, execute, acknowledge and deliver to Trustee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if this Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) Trustee shall in no event be in default in the performance of any of its obligations hereunder unless and until Trustee shall have failed to perform such obligation within 30 days or such additional time as is reasonably required to correct any such default after notice by City properly specifying wherein Trustee has failed to perform any such obligation. No default by Trustee shall relieve City of its obligations to make the various payments herein required, so long as the Obligations remain outstanding; however, City may exercise any other remedy available at law or in equity to require Trustee to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made to Trustee under the Trust Agreement.

Section 10. Assignment.

(a) Except as otherwise provided herein, City shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement or any interest therein, and any assignment in contravention hereof shall be void.

(b) Subject to the terms of the Trust Agreement, all and every part of the right, title and interest of City in and to this Agreement and all payments of any kind due or which become due to Trustee hereunder are sold, pledged, assigned and transferred pursuant to the Trust Agreement.

Section 11. Federal Tax Law Provisions.

(i) As provided in further detail in the Tax Certificate, no direction for the making of any investment or other use of the proceeds of the Obligations or of the Prepaid Leasehold shall be made, permitted from being made or omitted from being made which would cause the Obligations to be "arbitrage bonds" as that term is defined in section 148 (or any successor provision thereto) of the Code or "private activity bonds" as that term is defined in section 141 (or any successor provision thereto) of the Code, and the requirements of

such sections and related regulations of the Code shall be complied with throughout the term of the Obligations. In consideration of the purchase and acceptance of the Obligations by the owners from time to time thereof and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, City shall, and the appropriate officials of City are hereby directed, to take all action required to retain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(ii) City shall be the owner of the Prepaid Leasehold for federal income tax purposes. City shall not enter into any management or service contract with any entity other than a governmental entity for the operation of any portion of the Prepaid Leasehold unless the management or service contract complies with such authority as may control at the time or any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Prepaid Leasehold. Also, the payment of principal and interest with respect to the Obligations shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Obligations, or amounts treated as proceeds of the Obligations, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds may be so invested for an initial temporary period until needed for the purpose for which the Obligations are being executed and delivered, may be so used in making investments in a *bona fide* debt service fund or may be invested in obligations issued by the United States Treasury.

(iii) City shall comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the execution and delivery of the Obligations (initially those in Subsection (b)) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion.

(iv) (A) City shall take all necessary and desirable steps, as determined by the Mayor and Council of City, to comply with the requirements hereunder in order to ensure that the Interest Portion is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event City receives a Special Counsel's Opinion that either compliance with such requirement is not required to maintain the exclusion from gross income of the Interest Portion or compliance with some other requirement will meet the requirements of the Code relating to such exclusion. In the event City receives such a Special Counsel's Opinion, the parties agree to amend this Agreement to conform to the requirements set forth in such opinion.

(B) If for any reason any requirement hereunder is not complied with, City shall take all necessary and desirable steps, as determined by City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and City shall pay any required interest or penalty under hereinafter described Regulations section 1.148-3(h) with respect to the Code.

(C) Written procedures have been established for City to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of section 148 of the Code relating to arbitrage, with which City will comply.

(b) (i) Undefined terms used in this Subsection shall have the meanings given to them in the Code and the Regulations.

(ii) Unless an exception available pursuant to the Regulations applies as indicated in a Special Counsel's Opinion or a written statement of an expert consultant employed pursuant to paragraph (vii) hereof, within 60 days after the end of each Bond Year, City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(A) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous Rebate Payments with respect to the Obligations (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous Rebate Payments with respect to the Obligations (determined as of the last day of such Bond Year); and

(B) not later than 60 days after the retirement of the last Obligation, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Obligation).

Each Rebate Payment required to be made under this Subsection shall be filed on or before the date such payment is due, with the Internal Revenue Service at the appropriate location and with required forms and other materials, currently by addressing it to IRS Service Center, Ogden, Utah 84201, and accompanying it with IRS Form 8038-T.

(iii) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(iv) For purposes of paragraph (iii), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(A) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing purchaser would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(B) Except as provided in Subsections (v) or (vi), a Nonpurpose Investment that is not of a type traded on an established securities market, within the

meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(v) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(A) the yield on reasonably comparable direct obligations of the United States; and

(B) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(vi) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(A) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with City or any other person (whether or not in connection with the Obligations), and that the bid is not being submitted solely as a courtesy to City or any other person for purposes of satisfying the requirements in the Regulations that City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Obligations.

(B) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(C) At least three reasonably competitive providers (*i.e.*, having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Obligations (*e.g.*, a lead underwriter within 15 days of the issue date of the Obligations or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If City uses an agent to conduct the bidding, the agent may not bid.

(D) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(E) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(F) The terms for the guaranteed investment contract are commercially reasonable (*i.e.* have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(G) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(H) City retains until three years after the last outstanding Obligation is retired, (1) a copy of the guaranteed investment contract, (2) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by City and a copy of the provider's certification described in (G) above, (3) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (4) the bid solicitation form and, if the terms of the guaranteed investment contract deviate from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(vii) Such experts and consultants shall be employed by City to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with section 148(f) of the Code with respect to the Obligations.

(c) Trustee has no duty or obligations under this Section 11 and has no duty to monitor compliance by City with this Section 11.

Section 12. Covenant as to Conflict of Interest; Other Statutory Restrictions.

(a) To the extent applicable by provision of law, Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Trustee within three years from the execution of this Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by City. No basis exists for City to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of Trustee by City. City retains the legal right to randomly inspect the papers and records of Trustee to ensure that Trustee is complying with the above-mentioned warranty. Trustee shall keep such papers and records open for random inspection during normal business hours by City. Trustee shall cooperate with the random inspections by City including granting City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If Town determines that Trustee’s certification above is false or that it has breached such agreement, Town may impose remedies as provided by law.

Section 13. Miscellaneous.

(a) No covenant or obligation herein to be performed by City may be waived except by the written consent of Trustee, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Trustee from invoking such remedy at any later time prior to the cure by City of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference. This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both Trustee and City, subject to the restrictions with regard thereto provided by the Trust Agreement.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(f) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of Trustee herein shall be and have the rights of a third-party beneficiary hereunder.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Remainder of page left blank intentionally]

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

Trustee:

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION, as seller

By _____
Printed Name: _____
Title: _____

City:

CITY OF PEORIA, ARIZONA, a municipal corporation under the laws of the State of Arizona, as purchaser

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SCHEDULE*

Payment Date	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
01/15/2018			
07/15/2018			

*Subject to modification as provided in Section 1(b). Also subject to reduction because of transfers pursuant to Section 5.2(b) of the Trust Agreement.

DRAFT
09/07/17

FIRST EXCISE TAX/STATE SHARED REVENUE TRUST AGREEMENT

by and between

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION,
as Seller

and

THE CITY OF PEORIA, ARIZONA,
as Purchaser

Dated as of October 1, 2017

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EXHIBIT - FORM OF OBLIGATION

* * *

FIRST EXCISE TAX/STATE SHARED REVENUE TRUST AGREEMENT

THIS FIRST EXCISE TAX/STATE SHARED REVENUE TRUST AGREEMENT, dated as of October 1, 2017 (together with any duly authorized, executed and delivered supplement hereto, this "Trust Agreement"), by and between ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION, a national banking association, as trustee, or any successor thereto acting as trustee pursuant to this Trust Agreement and in its capacity as "Seller" pursuant to the hereinafter described Purchase Agreement (the "Trustee"), and THE CITY OF PEORIA, ARIZONA, a municipal corporation under the laws of the State of Arizona (the "City");

WITNESSETH:

WHEREAS, as described in the Purchase Agreement (as such term and all other terms not otherwise defined hereinabove are hereinafter defined), the Mayor and Council of the City have determined that it will be beneficial to the citizens of the City for the City to prepay the remaining unpaid amounts due pursuant to the therein described "Series 2006 City Lease"; and

WHEREAS, for such purposes, the Mayor and the Council of the City requested that the Trustee sell and execute and deliver the Obligations, and the Trustee has, as described in this Trust Agreement, caused amounts to be paid to the trustee for certificates of participation secured by such portion of such lease purchase agreement as provided herein;

NOW, THEREFORE, in order to secure the payment of principal and interest (to the extent provided herein) related to the Obligations, the rights of the Owners of the Obligations and the performance and the observance of the covenants and conditions contained in the Obligations, the Purchase Agreement and herein, the City absolutely and irrevocably pledges and assigns to the Trustee, and the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described trust estate, which shall be administered by the Trustee according to the provisions of this Trust Agreement:

A. All right, title and interest of Seller in, under and pursuant to the Purchase Agreement, the Payments and any other amounts payable by the City under the Purchase Agreement and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Trustee is or may become entitled to do thereunder;

B. Amounts on deposit from time to time in the funds created pursuant hereto, subject to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Obligations, by Seller or by

anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Trust Agreement, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the City, its successors and assigns, under the Purchase Agreement;

IN TRUST, however, for the equal and proportionate benefit and security of the Owners, from time to time of the Obligations, none of the Obligations being entitled to priority or distinction one over the other in the application of revenues from the Excise Taxes and the State Shared Revenues pledged by the Purchase Agreement to the Payments, regardless of the delivery of any of the Obligations prior to the delivery of any other of the Obligations, or regardless of the time or times principal represented by any Obligations are paid or are subject to prepayment with respect to principal represented thereby, all of the Obligations being co-equal as to the pledge of and lien on revenues from the Excise Taxes and the State Shared Revenues pledged for the Payments thereof and sharing ratably, without preference, priority or distinction, as to the source or method of payment from revenues from the Excise Taxes and the State Shared Revenues or security therefor and conditioned, however, that if the City shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereafter set forth.

For such purposes, the City and the Trustee hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. In addition to the terms defined in the first paragraph hereof and in the Recitals hereto and in the Purchase Agreement and unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified.

"2011 Agreement" means the Series 2011 City Lease, dated as of June 1, 2011, by and between the Corporation, as lessor, and the City, as lessee.

"2012 Agreement" means the Series 2012 City Purchase Agreement, dated as of July 1, 2012, by and between the Corporation, as seller, and the City, as buyer.

“Authorized Denomination” means \$1,000,000 of principal and integral multiples of \$5,000 of principal in excess thereof; provided that, as a result of prepayment, an Obligation may be in a denomination of less than \$1,000,000 of principal.

“Bond Year” means each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Obligations and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of payment of the Obligations.

“Bond Yield” means the yield for the Obligations described in the Tax Certificate, being the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Obligations as determined under Regulations section 1.148-4(b), recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). The present value of all such payments shall be computed as of the date of issue of the Obligations and using semiannual compounding on the basis of a 360-day year.

“Business Day” means any day of the week other than a Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which the Trustee is authorized or obligated by law or executive order to close or a day on which the Federal Reserve is closed as modified by the effect of Section 9.6.

“City Representative” means the City Manager, the City Chief Financial Officer or any other person authorized by the City Manager or the Mayor and Council of the City to act on behalf of the City with respect to this Trust Agreement.

“City Transportation Sales Tax” means the three tenths of one percent (0.3%) transportation privilege tax approved by the qualified electors of the City voting at a special election held in September 2005, the revenues from which are to be used to assist the City in funding transportation projects.

“Closing Date” means _____, 2017.

“Code” means the Internal Revenue Code of 1986, as amended. References to the Code and sections thereof include applicable regulations and temporary regulations thereunder and any successor provisions to those sections, regulations or temporary regulations and any applicable regulations or temporary regulations issued pursuant to the Internal Revenue Code of 1954, as amended.

“Corporate Trust Office” means the office of the Trustee designated in Section 12.2 or any successor corporate trust office.

“Corporation” means the City of Peoria Municipal Development Authority, Inc.

“Costs of Issuance Fund” means the fund by that name established pursuant to Article III hereof and held by the Trustee.

“Default Rate” means ____percent per annum.

“Default Taxable Rate” means ____ percent per annum.

“Defaulted Interest” has the meaning provided in Section 2.10(d).

“Defeasance Obligations” means, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America (“Treasures”) or (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasures held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasures are not available to any person claiming through the custodian or to whom the custodian may be obligated or any combination thereof.

“Delivery Costs” means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

“Depository Trustee” means any bank or trust company, which may include the Trustee, designated by the City, with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State of Arizona authority.

“Designated Office” means the office designated as such by the Trustee in writing to the City. The initial Designated Office shall be the Corporate Trust Office.

“electronically” or “electronic method” means with respect to notice, one transmitted through a timesharing terminal, computer network or facsimile machine, if operative as between any two parties, or if not operative, by telephone (promptly confirmed in writing).

“Event of Default” means an event of default under the Purchase Agreement as provided in Section 9 thereof.

“Event of Taxability” means (i) a written opinion by an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt municipal finance to the effect that the Interest Portion is includable for federal income tax purposes in the gross income

of the Owner of the applicable, related Obligation or (ii) a determination or the taking of any official action by the Commissioner, any District Director, other officer or representative of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that such interest is includable for federal income tax purposes in the gross income of the Owner thereof due to the City's action or failure to take any action.

"Excise Taxes" means the unrestricted transaction privilege and use tax, license and permit and franchise fees, user fees and charges and fines and forfeitures which the City imposes (except the City Transportation Sales Tax); provided that the Mayor and Council of the City may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council.

"Existing Agreements" means the 2011 Agreement and the 2012 Agreement.

"Fiscal Year" means the fiscal year of the City, currently the period July 1 through June 30.

"Gross Proceeds" means:

(i) any amounts actually or constructively received by the City from the sale of the Obligations but excluding amounts used to pay accrued interest on the Obligations within one year of the date of issuance of the Obligations;

(ii) transferred proceeds of the Obligations under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii) and

(iv) replacement proceeds of the Obligations within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Obligations, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Obligations in the event the City or the Trustee encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under this Trust Agreement.

"Gross-Up Amount" has the meaning set forth in Subsection 1(b) of the Purchase Agreement.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the City or the Trustee and which may include the counsel giving a Special Counsel's Opinion.

“Interest Payment Date” means each January 15 and July 15, while the principal represented by the Obligations are Outstanding provided that, pursuant to Section 9.6, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

“Interest Portion” means the amounts of each of the Payments in the column in the Schedule attached to the Purchase Agreement designated “Interest,” denominated as and comprising interest pursuant to the Purchase Agreement and received by any Owner.

“Investment Property” means any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

“Issue Price” means the price for the Obligations described in the Tax Certificate, determined as provided in Regulations section 1.148-1(b), initially \$_____.

“Market Value” means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation.

“Nonpurpose Investment” means any Investment Property acquired with Gross Proceeds and which is not acquired to carry out the governmental purposes of the Obligations.

“Notification” shall have the meaning provided in Section 10.3.

“Obligations” means the Pledged Excise tax/State Shared Revenue Refunding Obligations, Series 2017, executed and delivered pursuant hereto.

“Outstanding” refers to Obligations issued in accordance with this Trust Agreement, excluding: (i) Obligations which have become due and for the payment of which moneys have been duly provided to the Trustee and (ii) Obligations for which there have been irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted hereby and by the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal, interest and premium, if any, represented by such Obligations, provided, however, that if principal represented by any such Obligations is to be prepaid, the City shall have taken all action necessary to prepay such Obligations and notice of such prepayment shall have been duly mailed in accordance with the proceedings under which such Obligations were issued or irrevocable instructions so to give such notice shall have been given to the Trustee.

“Owner” or any similar term, when used with respect to an Obligation means _____ or the entities described in Section 2.8.

“Parity Obligations” means any additional obligations which hereafter may be issued or incurred by the City (or any financing conduit acting on behalf of the City) having a lien upon and payable from revenues from the Excise Taxes and the State Shared Revenues on a parity with, and in compliance with the terms of, the Existing Agreements and the Purchase Agreement.

“Payment Fund” means the fund by that name established pursuant to Article V hereof and held by the Trustee.

“Payments” means the Payments required to be paid by the City pursuant to Subsection 1(b) of the Purchase Agreement and as set forth in the Schedule to the Purchase Agreement, as modified pursuant to the terms of the Purchase Agreement and subject to the provisions of Subsection 5.2(b).

“Permitted Investments” means any investment permitted by Section 35-323, Arizona Revised Statutes.

“Prepaid Leasehold” means the portion of the remaining leasehold which is the subject of the “Series 2006 City Lease” described in the Purchase Agreement which is being prepaid with proceeds of the sale of the Obligations.

“Prior Trustee” means The Bank of New York Mellon Trust Company, N.A. (as successor trustee to J.P. Morgan Trust Company, National Association) in its capacity as indenture trustee with respect to the “Revenue Bonds, Series 2006” described in the Purchase Agreement.

“Purchase Agreement” means the First Excise Tax/State Shared Revenue Purchase Agreement, dated as of October 1, 2017, by and between Zions Bank, a Division of ZB, National Association, as seller, and the City, as purchaser.

“Rebate Payment” means any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

“Rebate Requirement” means, for each Bond Year, at any time the excess of the future value of all Receipts over the future value of all Rebate Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Rebate Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

“Receipt” means any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

“Regular Record Date” means the close of business on the fifteenth day of the month preceding each Interest Payment Date.

“Regulations” means the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

“Responsible Officer” means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Corporate Trust Office customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Corporate Trust Office because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Trust Agreement.

“Special Counsel’s Opinion” means an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

“Special Record Date” has the meaning provided in Section 2.10(d).

“State” means the State of Arizona.

“State Shared Revenues” means revenues from any excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State of Arizona or any agency thereof and returned, allocated or apportioned to the City, except the City’s share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes.

“Taxable Date” means the date on which the Interest Portion is first includable in gross income of the Owner (including, without limitation, any previous Owner) thereof as a result of an Event of Taxability as such date is established by the Commissioner, any District Director, other officer or representative of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time.)

“Tax Certificate” means the Certificate Regarding Federal Income Tax Matters with to the Obligations delivered by the City on the Closing Date .

“Taxable Rate” means ____ percent per annum.

Words importing persons include firms, associations and corporations, and the singular and plural forms of words shall be deemed interchangeable wherever appropriate.

Section 1.2. Interpretation.

(a) Any reference herein to the Mayor and Council of the City or any officer of the City shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. References to “Articles” and “Sections” are to those in this Agreement.

Section 1.3. Obligations Not General Obligation of the City. The Obligations shall be payable solely out of the revenues and other security pledged hereby and shall not constitute an indebtedness or general obligation of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City’s general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE II SPECIAL REVENUE OBLIGATIONS

Section 2.1. Authorization of the Obligations. The Trustee is hereby authorized and directed to execute and deliver to the Owners, the Obligations, in the total principal amount of \$_____, evidencing proportionate ownership interests in the Payments. In no event shall the Obligations be deemed liabilities, debts or obligations of the Trustee.

Section 2.2. Date; Interest Accrual. The Obligations shall be dated the Closing Date, and interest represented thereby shall be payable from such date or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

Section 2.3. Payment Amounts and Dates and Interest Rates. The Obligations shall be in Authorized Denominations and be payable on July 15, 20____, in the principal amount of \$_____, and interest represented by the Obligations shall be computed at the rate of ____ percent per annum from the Closing Date (on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each).

Section 2.4. Interest on Obligations. Interest represented by the Obligations shall be payable semiannually on January 15 and July 15 of each year commencing January 15, 2018, to and including the date of payment or prepayment of the amount of principal represented by the Obligations. Except for the initial period, said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligations. The proportionate share of the portion of the Payments designated as interest with respect to the Obligations shall be computed by multiplying the portion of Payments designated as principal remaining with respect to the Obligations (whether paid as a result of mandatory prepayment or maturity) by ____ percent (on

the basis of a 360-day year of twelve 30-day months), except that the first portion of the Payments designated as interest shall be for interest from the date of initial execution and delivery to January 15, 2018, and during any period while an Event of Taxability exists, such rate shall instead be the Taxable Rate; during any period while an Event of Default exists, such rate shall instead be the Default Rate and during any period while both exist, such rate shall instead be the Default Taxable Rate.

Section 2.5. Form. The Obligations shall be in fully registered, physically certificated form, registered in the name of the Owners. The Obligations shall be substantially in the form set forth in the Exhibit hereto.

Section 2.6. Execution. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If the representative whose signature appears on an Obligation ceases to be such representative before the Closing Date, such signature shall nevertheless be as effective as if the representative had remained in office until the Closing Date. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper authorized representative of the Trustee although at the nominal date of such Obligation such person shall not have been such authorized representative of the Trustee. No Obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee of any Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7. Application of Proceeds. The proceeds received by the Trustee from the sale of the Obligations shall forthwith be applied by the Trustee as follows, in the following order of priority:

(1) \$_____ shall be paid on the Closing Date to the Prior Trustee to redeem all of the "Revenue Bonds, Series 2006" described in the Purchase Agreement then outstanding.

(2) The balance shall be deposited in the Costs of Issuance Fund.

Section 2.8. Transfer and Exchange.

(a) Any Obligation may, in accordance with its terms, be transferred upon the registration books for the Obligation required to be kept pursuant to the provisions of Section 2.12 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever the Obligation shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation in fully registered, physically certificated form for the payment amount then remaining unpaid with respect to such Obligation.

(b) Obligations may be exchanged at the Designated Office for a like aggregate principal amount of Obligations of Authorized Denomination; provided, however, that there shall never be more than five Obligations Outstanding at any time. In connection with any such exchange or transfer of Obligations, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid, other than one imposed by the City (which will not be payable by the Trustee), or any fee or expense of the Trustee or the City with respect to such exchange or transfer.

(c) The Trustee may, but shall not be obligated to, exchange or register the transfer of an Obligation (i) if principal represented by the Obligation is to be prepaid, or (ii) during a period of fifteen (15) days preceding the giving of a notice of prepayment. If an Obligation subject to such prepayment is to be so transferred, any notice of prepayment which has been given to the transferor shall be binding on the transferee and a copy of the notice of prepayment shall be delivered by the Trustee to the transferee along with the duly registered Obligation or Obligations.

Section 2.9. Obligations Mutilated, Lost, Destroyed or Stolen. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation for the remaining unpaid principal amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Owner of such Obligation. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner of such Obligation, shall execute and deliver a new Obligation for the remaining unpaid principal amount as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Obligation issued under the provisions of this Section in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally any proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of Obligation which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has become due, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.10. Payment.

(a) Payment of interest due related to the Obligations on any Interest Payment Date shall be made to the persons appearing on the registration books for the

Obligations maintained by the Trustee as the Owners thereof as of the Regular Record Date immediately preceding such Interest Payment Date.

(b) The principal and interest related to the Obligations shall be payable in lawful money of the United States of America.

(c) Interest and principal payable to the Owners (except interest and principal due on July 15, 20__) shall be paid by wire transfer in immediately available funds to an account in the United States of America as directed on the Regular Record Date by the Owners specifying the account address without surrender of the Obligations except as set forth below. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice. Interest and principal payable to the Owners on July 15, 20__, shall be paid upon presentation of the Obligations at the Corporate Trust Office.

(d) Any interest related to the Obligations which is payable on, but is not punctually paid or duly provided for on, any Interest Payment Date ("Defaulted Interest") shall forthwith cease to be payable to the Owners on the relevant Regular Record Date solely by virtue of such Owners having been such Owners. Such Defaulted Interest at the same rate as the Obligations shall thereupon be paid, together with interest thereon at the same rate per annum as such Defaulted Interest, by the Trustee (out of funds provided to it by the City) to the persons in whose name such Obligations are registered at the close of business on a special record date for the payment of such portion of Defaulted Interest as may then be paid from the sources herein provided (the "Special Record Date"). When the Trustee has funds available to pay the Defaulted Interest and interest thereon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest and interest thereon which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment by the Trustee. The Trustee shall promptly cause notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor to be mailed, first class postage prepaid, to the Owners of the Obligations at their addresses as they appear in the registration books by the Trustee for the Obligations not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest and interest thereon shall be paid to the persons in whose name the Obligations are registered on such Special Record Date.

(e) In the event the Obligations are not presented for payment at maturity, if moneys sufficient to pay the principal and interest related to the Obligations have been deposited pursuant hereto for such payment, all liability to the Owners thereof for the payment thereof will forthwith cease and be completely discharged, and thereupon it will be the duty of the Trustee to hold such moneys as provided herein, without liability for interest thereon, for the benefit of the Owners, who will thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part hereunder or on, or with respect to, the Obligations.

(f) Upon the occurrence of an Event of Taxability, the Trustee shall remit to each Owner (or former Owner, as the case may be) of the Obligation, their applicable portion of the Gross-Up Amount received from the City pursuant to Subsection 1(b) of the Purchase Agreement.

Section 2.11. Execution of Documents and Proof of Ownership.

(a) Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by the Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Obligations shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(1) The fact and date of the execution by any Owner or the attorney or agent thereof of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(2) The fact of the ownership of Obligations by any person and the amount, the payment date and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.12.

(b) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owners of the Obligations shall bind every future Owner of the Obligations in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent. The fact of ownership of the Obligations by any person and the amount, the payment date and the number of such Obligations and the date of such person's holding the same shall be provided on the registration books maintained pursuant to Section 2.12.

Section 2.12. Obligation Register. The Trustee will keep or cause to be kept, at the Designated Office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours on any Business Day be open to inspection by the City and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Obligations as hereinbefore provided.

ARTICLE III
APPLICATION OF PROCEEDS RECEIVED BY TRUSTEE;
COSTS OF ISSUANCE FUND

Section 3.1. Establishment and Application of Costs of Issuance Fund.

(a) The Trustee shall establish a special trust fund designated as the “City of Peoria Series 2017 Costs of Issuance Fund” (herein referred to as the “Costs of Issuance Fund”), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) Amounts in the Costs of Issuance Fund shall be disbursed for Delivery Costs. Disbursements from the Costs of Issuance Fund shall be made by the Trustee upon receipt of a requisition for disbursement (on which the Trustee is entitled to rely) executed or approved by the City Representative. Each such certificate shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed. The Trustee has no duty or obligation to confirm that such disbursements constitute Delivery Costs.

(c) On the earlier of December 1, 2017, or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a City Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund and the Costs of Issuance Fund shall be closed.

ARTICLE IV
PREPAYMENT OF OBLIGATIONS

Section 4.1. Prepayment Provisions.

(a) [Principal represented by the Obligations is not subject to optional prepayment prior to _____ 15, 20____. Principal represented by the Obligations is subject to optional prepayment from a prepayment made by the City pursuant to Section 7 of the Purchase Agreement, in whole, but not in part, on any date on or after _____ 15, 20____, at a price equal to the principal amount thereof to be prepaid, together with accrued interest to the date fixed for prepayment, but without premium.???

(b) Principal represented by the Obligations shall be prepaid on January 15 of the years indicated and in the amounts indicated at a price equal to the amount thereof plus interest accrued to the date of prepayment, but without premium:

<u>Year Prepaid</u>	<u>Principal Amount Prepaid</u>
2018	\$,000
2019	,000
2020	,000
2021	,000
2022	,000
2023	,000
2024	,000
2025	,000
2026	,000
2027	,000

Section 4.2. Notice of Prepayment. The City shall, at least forty-five (45) days prior to the prepayment date, notify the Trustee of such prepayment date of the Obligation.

Section 4.3. Notice of Prepayment; Effect.

(a) The Trustee shall cause notice of the optional prepayment hereunder to be transmitted electronically to the Owners of all of the Obligations at the addresses appearing in the registration books kept for such purpose pursuant to Section 2.12. Such notice shall (1) be sent no more than 60 nor less than 30 calendar days prior to the prepayment date, (2) specify with respect to the Obligations being prepaid the prepayment date and the prepayment price, (3) set forth the name, address and telephone number of the person from whom information pertaining to the prepayment may be obtained and (4) state that on the prepayment date the Obligations will be payable at the Designated Office and that from that date interest will cease to accrue. No defect affecting any Obligation, whether in the notice of prepayment or the delivery thereof (including any failure to mail such notice), shall affect the validity of the prepayment proceedings for any other Obligations.

(b) If at the time of giving of notice of the optional prepayment of principal represented by the Obligations, there has not been deposited with the Trustee moneys or Defeasance Obligations sufficient to prepay all Obligations subject to such prepayment and the requirements of (d) below are not satisfied, then such notice shall state that the prepayment is conditional upon the deposit of moneys or Defeasance Obligations sufficient for the prepayment with the Trustee and satisfaction of such requirements not later than the opening of business on the prepayment date, and such notice will be of no effect and such Obligations shall not be prepaid unless such moneys or Defeasance Obligations are so deposited and such requirements in (d) below are met.

(c) Notice having been provided in the manner provided in (b) above, the Obligations shall become due and payable on the prepayment date and shall be paid at the prepayment price, plus accrued interest to the prepayment date.

(d) If the money or Defeasance Obligations for the prepayment of the Obligations to be prepaid, together with interest accrued thereon to the prepayment date, is held by the Trustee on the prepayment date, so as to be available therefor on that date, then from and

after the prepayment date such principal thereof to be prepaid shall cease to bear interest, and, the Obligations no longer shall be considered to be Outstanding hereunder. If those moneys shall not be so available on the prepayment date, such principal shall continue to bear interest, until paid, at the same rate as they would have borne otherwise.

(e) Moneys deposited in the Payment Fund and held by the Trustee for the prepayment of the Obligations shall be held in trust for the account of the Owners and shall be paid when due.

ARTICLE V PAYMENT FUND

Section 5.1. Trustee's Rights in Purchase Agreement. The Trustee holds in trust hereunder all of its rights and duties in the Purchase Agreement, including but not limited to all of the rights to receive and collect all of the Payments and all other amounts required to be deposited in the Payment Fund pursuant to the Purchase Agreement or pursuant hereto. All of the Payments and such other amounts to which the Seller may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder in the Payment Fund for the benefit of the Owners.

Section 5.2. Establishment and Application of Payment Fund.

(a) The Trustee shall establish a special trust fund designated as the "City of Peoria Series 2017 Payment Fund" (herein referred to as the "Payment Fund"). So long as the Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

(b) Not less than ten (10) Business Days prior to each Interest Payment Date, the Trustee shall notify the City of the amount required to be paid, after taking into account amounts which will be transferred to the Payment Fund in accordance herewith, on or before such Interest Payment Date, so that a sufficient amount will then be on deposit for both principal and interest represented by the Obligations then due. All amounts received by the Trustee as Payments pursuant to the Purchase Agreement or as transfers pursuant hereto shall be deposited in the Payment Fund.

(c) All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest represented by the Obligations as the same shall become due and payable, in accordance with the provisions of Articles II and IV.

Section 5.3. Transfers of Investment Earnings to Payment Fund. Except as otherwise directed by the City, the Trustee shall, on or before the next Interest Payment Date occurring on January 15, transfer any income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

Section 5.4. Surplus. Any surplus remaining in any of the funds created hereunder, after prepayment and payment or provision for prepayment and payment of the Obligations, including accrued interest and prepayment premium, if any, and payment of any applicable fees, expenses or indemnities to the Trustee, or provision for such prepayment and payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

ARTICLE VI MONEYS IN FUNDS; INVESTMENT; CERTAIN TAX COVENANTS

Section 6.1. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the City or any Owners.

Section 6.2. Investments Authorized. Upon written order of the City Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments. The City Representative shall direct such investment in specific Permitted Investments. The City Representative shall be solely responsible for ascertaining that all proposed investments and reinvestments are Permitted Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Trustee for the reinvestment of any maturing investment. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee shall have no obligation to invest and reinvest any cash held by it hereunder in the absence of timely and specific written direction from the City Representative. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the City Representative as to both the suitability and legality of the directed investments. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 Code of Federal Regulations 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 6.3. Accounting. The Trustee shall furnish to the City, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.2.

Section 6.4. Allocation of Earnings. Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein. At the direction of the City Representative, any such income, profit or interest shall be transferred and applied if necessary to pay amounts due pursuant to section 148 of the Code.

Section 6.5. Valuation and Disposition of Investments. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

Section 6.6. Limitation of Investment Yield. In the event the City is of the opinion that it is necessary to restrict or limit the yield on the investment of any amounts paid to or held by the Trustee hereunder in order to avoid the Obligations, or any of them, being considered “arbitrage bonds” within the meaning of section 148 of the Code, the City Representative may issue to the Trustee a written certificate to such effect (along with appropriate instructions), in which event the Trustee will take such action as is instructed so to restrict or limit the yield on such investment in accordance with the specific instructions contained in such certificate.

Section 6.7. Other Tax Covenants. In consideration of the acceptance and execution of the Purchase Agreement by the Trustee and the purchase by the Owners of the Obligations, and in consideration of retaining the exclusion of the portion of each Payment denominated as and comprising interest pursuant to the Purchase Agreement and received by the Owners of the Obligations for federal income tax purposes, the City shall, from time to time, neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in such portion of each such Payment becoming subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the Purchase Agreement or such laws as they may be modified or amended or tax laws later adopted. The City shall comply with such requirement(s) and will take any such action(s) as are necessary to prevent such portion of each such Payment from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements required by any Special Counsel’s Opinion; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the Obligations; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys held pursuant to this Trust Agreement and limiting the use of the proceeds of the Obligations and property refinanced thereby.

ARTICLE VII THE TRUSTEE

Section 7.1. Appointment of Trustee. The City hereby authorizes and directs the Trustee to, and the Trustee shall, execute and deliver the Purchase Agreement, as Seller, and receive all moneys required to be deposited with the Trustee hereunder and shall allocate, use and apply the same as provided in this Trust Agreement. The City shall maintain as the Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or State authority, so long as any of the Obligations are outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Section 7.2. Liability of Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute this Trust Agreement, the recitals of facts, covenants and agreements herein, in the Purchase Agreement and in the Obligations shall be taken as statements, covenants and agreements of the City, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity hereof or sufficiency of this Trust Agreement, the Purchase Agreement or the Obligations or shall incur any responsibility in respect hereof or thereof, other than in connection with the duties or obligations herein or in the Obligations assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied obligations or covenants should be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of its own affairs.

Section 7.3. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 7.1, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 7.4. Protection and Rights of the Trustee.

(a) The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon

the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to take any action at the request of the Owners unless the Obligations shall be deposited with the Trustee. The Trustee may consult with counsel with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(b) Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the City Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(c) The Trustee may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of the Obligations.

(d) The recitals, statements and representations by the City contained in this Trust Agreement, the Purchase Agreement or in the Obligations shall be taken and construed as made by and on the part of the City and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

(e) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(f) No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(g) The Trustee shall not be accountable for the use or application by the City or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(h) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Prepaid Leasehold. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Trust Agreement for the acquisition of the Prepaid Leasehold.

(i) Notwithstanding any provision in this Trust Agreement or the Purchase Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under Section 9(a)(i)(A) of the Purchase Agreement, unless a Responsible Officer of the Trustee has actual notice thereof or is specifically notified in writing of such default by the City or the Owners of the Obligations.

(j) The Trustee agrees to accept and act upon instructions of directions pursuant to this Trust Agreement sent by unsecured email, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee email or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the Prepaid Leasehold.

(m) Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest represented by the Obligations as they become due, the

Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated, to have resulted from its negligence or willful default in connection with any action so taken.

(n) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of the Obligations relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

Section 7.5. Compensation of Trustee. The City shall from time to time, pursuant to a fee schedule agreed to between the City and the Trustee (which schedule may be amended in writing), pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 7.6. Removal and Resignation of Trustee.

(a) The City (but only if no Event of Default has occurred and is continuing) or the Owners of the Obligations, at any time upon thirty (30) days' prior written notice, and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Trustee may at any time resign by giving written notice to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the City does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation or its giving notice of removal, the retiring Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the City shall execute any documents reasonably required to effect the transfer of rights and obligations of the Trustee to the successor trustee subject, however, to the terms and conditions herein set forth, including, without limitation, the right of

the predecessor Trustee to be paid and reimbursed in full for its reasonable charges and expenses (including reasonable fees and expenses of its counsel) and the indemnification under Sections 7.4 and 10.3. Upon such acceptance, the successor trustee shall mail notice thereof to the Owners of the Obligations at their addresses set forth on the registration books for the Obligations maintained pursuant to Section 2.12.

Section 7.7. Appointment of Agent. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement and to hold title to property or to take any other action which may be desirable or necessary.

Section 7.8. Commingling. The Trustee may commingle any of the funds held by it pursuant to this Trust Agreement in a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 7.9. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City, or any of its agents, at any time, upon reasonable prior notice, during regular business hours. The Trustee shall provide the City Representative with semiannual reports of funds transactions and balances.

ARTICLE VIII MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 8.1. Amendments Permitted.

(a) This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement which shall become effective when the written consent of the Owners of a majority of the principal amount of Obligations Outstanding shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the final payment of principal represented by any Obligation or reducing the interest represented thereby or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of this Trust Agreement or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental or amending agreement shall become effective as provided in Section 8.2.

(b) This Trust Agreement and the rights and obligations of the Owners of the Obligations, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement, without the consent of any such Owner, but only (1) to add to the covenants and agreements of

any party, other covenants to be observed, or to surrender any right or power herein reserved to the Trustee (for its own behalf) or the City, (2) to secure additional revenues or provide additional security or reserves for payment of the Obligations, (3) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (4) to provide for the appointment of a successor trustee pursuant to the terms hereof, (5) to preserve the exclusion of interest represented by the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to issue bonds or incur other obligations the interest on which is likewise exempt from federal and State income taxes, (6) to cure, correct or supplement any ambiguous or defective provision contained herein or therein or (7) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially adversely affect the interests of the Owners of the Obligations as evidenced by a Special Counsel's Opinion delivered by the City to the Trustee. Any such supplemental or amending agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee may rely upon the Special Counsel's Opinion as conclusive evidence that any such supplemental or amending agreement complies with this Section.

Section 8.2. Procedure for Amendment With Written Consent of Obligation Owner.

(a) This Trust Agreement and the Purchase Agreement may be amended by supplemental or amending agreement as provided in this Section in the event the consent of the Owners of the Obligations is required pursuant to Section 8.1(a). A copy of such supplemental or amending agreement, together with a request to the Owners of a majority of the principal amount of Obligations Outstanding for their consent thereto, shall be mailed by the Trustee to the Owners of the Obligations, but failure to mail copies of such supplemental or amending agreement and request shall not affect the validity of the supplemental or amending agreement when assented to as provided in this Section 8.2.

(b) Such supplemental or amending agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of a majority of the principal amount of Obligations Outstanding and a notice shall have been mailed as hereinafter in this Section provided. The consent of the Owners of the Obligations shall be effective only if accompanied by proof of ownership of the Obligations, which proof shall be such as is permitted by Section 2.11. Any such consent shall be binding upon the Owners and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owners or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of a majority of the principal amount of Obligations Outstanding shall have filed their consent to such supplemental or amending agreement, the Trustee shall mail a notice to the Owners of the Obligations in the manner hereinbefore provided in this Section for the mailing of such supplemental or amending agreement of the notice of adoption thereof, stating in substance that such supplemental or

amending agreement has been consented to by the Owners of a majority of the principal amount of Obligations Outstanding and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental or amending agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental or amending agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all the Obligations after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within sixty (60) days.

Section 8.3. Effect of Supplemental Trust Agreement. From and after the time any supplemental or amending agreement becomes effective pursuant to this Article VIII, this Trust Agreement or the Purchase Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental or amending agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Purchase Agreement, as the case may be, for any and all purposes.

Section 8.4. Endorsement or Replacement of Obligation Delivered After Amendments. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of the affected Obligation for such purpose at the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified as in the opinion of the Trustee is necessary to conform to the Obligation Owners' action, which substitute Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Obligation then Outstanding, such substitute Obligation shall be exchanged at the Designated Office of the Trustee, without cost to the Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

Section 8.5. Amendatory Endorsement of Obligations. The provisions of this Article shall not prevent any Obligation Owner from accepting any amendment or supplement as to the particular Obligations, provided that proper notation thereof is made on the Obligations.

ARTICLE IX COVENANTS, NOTICES

Section 9.1. Compliance With and Enforcement of Purchase Agreement. The City shall perform all obligations and duties imposed on it under the Purchase Agreement and shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from

action, would or might be an Event of Default. The City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting any such action will deliver the same, or a copy thereof, to the Trustee.

Section 9.2. Observance of Laws and Regulations. The City shall well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 9.3. Recordation and Filing. The City shall file this Trust Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Owner. The Trustee has no duty or obligation to determine the sufficiency of any such filings.

Section 9.4. Further Assurances. The Trustee (at the reasonable request of the City) and the City shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Purchase Agreement and for the better assuring and confirming unto the Owner the rights and benefits provided herein.

Section 9.5. Notification to the City of Failure to Make Payments. The Trustee shall notify the City of any failure by the City to make any Payment or other payment required under the Purchase Agreement to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default.

Section 9.6. Business Days. Except as otherwise required herein, if this Trust Agreement or the Purchase Agreement requires any party to act on a specific day and such day is not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

Section 9.7. Providing Audits; Other Information. The City shall provide notice to the Owner so long as it is Pinnacle Public Finance, Inc. when the audited financial statements of the City for the preceding Fiscal Year are available on the website of the City which shall be within 270 days of the end of such Fiscal Year. The City shall also provide such other information with respect to the financial condition of the City as the Owner may from time to time reasonably request and is reasonably available to the City.

ARTICLE X LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the City. Except for the payment of Payments from revenues from the Excise Taxes and the State Shared Revenues when due in accordance with the Purchase Agreement and the performance of the other covenants and agreements of the City contained in the Purchase Agreement and herein, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Obligations or the distribution of Payments to the Owners by the Trustee.

Section 10.2. No Liability of the City for Trustee Performance. The City shall have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 10.3. Indemnification of the Trustee.

(a) To the extent permitted by law, the City shall indemnify and save the Trustee and its officers, directors, agents and employees, harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (1) the use, maintenance, condition or management of, or from any work or thing done on, the Prepaid Leasehold or any portion thereof or interest therein by the City; (2) any breach or default on the part of the City in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of Prepaid Leasehold or any interest therein; (3) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Prepaid Leasehold; (4) any act of negligence of any assignee of, or purchaser from, the City or of any of its or their agents, contractors, servants, employees or licensees with respect to the Prepaid Leasehold; (5) the acquisition of the Prepaid Leasehold or any interest therein; (6) the actions of any other party, including but not limited to the operation or use of the Prepaid Leasehold or interest therein by the City; (7) the ownership of the Prepaid Leasehold or interest therein or (8) the exercise and performance by the Trustee of its powers and duties hereunder, under the Purchase Agreement or the Obligations or in connection with any document or transaction contemplated herewith or therewith. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence or breach of duty under this Trust Agreement by the Trustee, or by its officers, agents, employees, successors or assigns. As security for the payment of amounts due under Section 7.5 and this Section, the Trustee shall be secured under this Trust Agreement by a lien prior to that for the Obligations. The obligations of the City hereunder for indemnification under this Section shall remain valid and binding notwithstanding, and shall survive, the payment or prepayment of principal represented by the Obligations or resignation or removal of the Trustee or the termination of this Trust Agreement.

(b) Promptly after determining that any event or condition which requires or may require indemnification by the City hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, the Trustee shall notify the City in writing of such circumstances or action (the "Notification"). Failure to give such notification shall not affect the right of the Trustee to

receive the indemnification provided for herewith. Upon giving of the Notification, the Trustee shall cooperate fully with the City in order that the City may defend, compromise or settle any such matters or actions which may result in payment by the City hereunder. The City shall give the Trustee notice of its election within fifteen (15) days after receiving the Notification whether the City, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder; provided, however the Trustee may retain its own counsel and still be indemnified against the cost of employing counsel and all other reasonable expenses despite an assumption of the defense by the City if the Trustee believes in good faith that there are defenses available to it which are adverse to or in conflict with those available to the City and which the Trustee believes in good faith cannot be effectively asserted by counsel. The Trustee always has the right to employ separate legal counsel but, subject to the preceding sentence, the fees and expenses of its separate legal counsel must be paid by the Trustee unless the City and the Trustee have mutually agreed to the employment of the Trustee's separate legal counsel. If the City timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the City hereunder. The City shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the City shall pay all losses and the Trustee shall be fully released from such claim or action. If the City either fails to timely give its notice or notifies the Trustee that the City will not represent and defend the Trustee, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion, at the expense of the City. In the event the City is required to and does indemnify the Trustee as herein provided, the rights of the City shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 10.4. Opinion of Counsel. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES OF OBLIGATION OWNERS

Section 11.1. Seller's Rights Held in Trust. As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the Purchase Agreement, including without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the Purchase Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of revenues from the Excise Taxes and the State Shared Revenues for the payment of the Obligations.

Section 11.2. Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of a majority of the principal amount of Obligations Outstanding and receiving indemnity satisfactory to it shall, exercise one or more

of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything herein or in the Purchase Agreement to the contrary, there shall be no right under any circumstances to accelerate the payment date of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Section 11.3. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of this Article XI or Section 9 of the Purchase Agreement shall be applied by the Trustee in the order following, in the case of the Obligations, upon presentation of the several Obligations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Owners in declaring such Event of Default, including reasonable compensation to the Owners' or the Trustee's agents, attorneys and counsel and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations and, in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 11.4. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority of the principal amount of Obligations Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of the Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

Section 11.5. Non-waiver. Except as otherwise provided in this Article, the Owners have the right to institute suit to enforce and collect the Payments as provided in the Purchase Agreement. No delay or omission of the Trustee or of any Owners of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or the Owners of the Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners of the Obligations.

Section 11.6. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of the Obligations, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owners.

Section 11.7. Limitation on Obligation Owners' Right to Sue.

(a) The Owners shall not have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (1) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (2) the Owners of a majority of the principal amount of Obligations Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (3) such Owner shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred in compliance with such request and (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

(b) Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owners of Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Obligations shall have any right in any manner whatever by its action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal and proportionate benefit of all Owners of the Outstanding Obligations.

(c) The right of the Owners to receive payment of said Owners' proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owners, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XII
MISCELLANEOUS

Section 12.1. Defeasance.

(a) If and when the Obligations shall be paid and discharged in any one or more of the following ways:

(1) By paying or causing to be paid the principal and interest represented by such Obligations Outstanding, as and when the same become due and payable;

(2) By depositing with a Depository Trustee, in trust for such purpose, at or before the payment date therefor, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all principal and interest represented by such Obligations Outstanding; or

(3) By depositing with a Depository Trustee, in trust for such purpose, Defeasance Obligations which are noncallable in such amount as shall be certified to the Trustee and the City in a report by an independent firm of nationally recognized certified public accountants acceptable to the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all principal and interest represented by the Obligations at the payment or prepayment dates, which deposit may be made in accordance with the provisions of Section 7 of the Purchase Agreement;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to such Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to subsections (2) or (3) of this Section and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to subsections (2) or (3), the Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such funds.

(b) Any funds held by the Trustee, at the time of one of the events described in paragraph (a) of this Section, which are not required for the payment to be made to the Owners or for the payment of any other amounts due and payable by the City hereunder or under the Purchase Agreement, shall be paid over to the City.

(c) The Obligations may be paid and discharged as provided in this Section; provided however, that if principal represented by the Obligations is to be prepaid, notice of such prepayment shall have been given in accordance with the provisions hereof or the City shall have submitted to the Trustee instructions to be irrevocable as to the date upon which the Obligations are to be prepaid and as to the giving of notice of such prepayment; and provided further, that if the Obligations will not be payable within sixty (60) days of the deposit referred to in subsections (2) or (3) of this Section, the Trustee shall give notice of such deposit by first class mail to the Owners.

(d) No Obligations may be provided for as described in this Section if, as a result thereof, or of any other action in connection with which the provisions for payment of such Obligation is made, the interest payable on the Obligation is thereby made includable in gross income for federal income tax purposes. The Trustee, the Depository Trustee and the City may rely upon a Special Counsel's Opinion to the effect that the provisions of this Subsection will not be breached by so providing for the payment of any Obligations.

Section 12.2. Notices. All written notices to be given under this Trust Agreement shall be given by overnight delivery or courier or by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States of America mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the City: City of Peoria, Arizona
8401 West Monroe Street
Peoria, Arizona 85345
Attention: Chief Financial Officer

If to the Trustee: Zions Bank, a Division of ZB, National Association
6001 North 24th Street
Phoenix, Arizona 85016
Attention: _____

Section 12.3. Incorporation of State Statutes.

(a) As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Trust Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Trust Agreement on behalf of the City within three years from the execution of this Trust Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by the City. No basis exists for the City to cancel this Trust Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Trustee of the foregoing shall be deemed a material breach of this Trust Agreement and may result in the termination of the services of the Trustee. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the Trustee. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the Town determines that the Trustee’s certification above is false or that it has breached such agreement, the Town may impose remedies as provided by law.

Section 12.4. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 12.5. Binding Effect and Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the City or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.6. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Trust Agreement.

Section 12.7. Destruction of Cancelled Obligations. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City of the Obligations, the Trustee may destroy such Obligations and, upon the City's request, deliver a certificate of such destruction to the City instead.

Section 12.8. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 12.9. Parties Interested Herein. Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee and the Owner, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the Owners of the Obligations.

Section 12.10. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.11. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

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

ZIONS BANK, A DIVISION OF ZB, NATIONAL
ASSOCIATION, as Trustee

By:_____

Printed Name: _____

Title: _____

CITY OF PEORIA, ARIZONA

By_____

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT

(Form of Obligation)

Number: R-.....

Principal Amount: \$.....

PLEDGED EXCISE TAX/STATE SHARED REVENUE
REFUNDING OBLIGATION, SERIES 2017

Evidencing the Interest of the Owner
Hereof in Payments to be Made by

THE CITY OF PEORIA, ARIZONA

to

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION,
as Trustee

Interest Rate:

Maturity Date:

Dated Date:

_____ %

July 15, 20__

_____, 2017

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The registered owner identified above, or registered assigns, as the registered owner of this Pledged Excise Tax/State Shared Revenue Refunding Obligation, Series 2017 (this "Obligation") is the owner of all of the interests in the rights to receive certain "Payments" under and defined in that certain First Purchase Agreement, dated as of October 1, 2017 (the "Purchase Agreement"), by and between Zions Bank, a Division of ZB, National Association (the "Trustee"), and the City of Peoria, Arizona, a municipal corporation under the laws of the State of Arizona (the "City"), which Payments and other rights and interests under the Purchase Agreement are held by the Trustee in trust under that certain First Trust Agreement, dated as of October 1, 2017 (the "Trust Agreement"), by and between the City and the Trustee. The Trustee maintains a corporate trust office for payment and transfer of this Obligation (the "Designated Office").

The registered owner of this Obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the payment date set forth above, the principal amount hereof and to receive semiannually on January 15 and July 15 of each year commencing January 15, 2018 (the "Interest Payment Dates"), until payment in full of the portion of the Payments designated principal or prepayment prior thereto, the portion of the Payments designated as interest coming due during the period commencing on the last date on which interest was paid and ending on the day prior to the Interest Payment Date or, if no interest has been paid, from the Dated Date specified above. Said interest is the result of the multiplication of said principal by the interest

rate per annum set forth above (subject to adjustment upon an Event of Default (as such term and all other undefined terms used herein are defined in the Trust Agreement) or an Event of Taxability as provided in the Trust Agreement). Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each. If an Event of Taxability shall occur, the Gross-Up Amount shall be paid.

Principal and interest represented by this Obligation are payable in lawful money of the United States of America as provided in the Trust Agreement and the other amounts due with respect hereto. The records of the Trustee prevail in the event of discrepancy as to payment.

The Trustee has no obligation or liability to the registered owner of this Obligation for the payment of interest or principal represented by this Obligation. The Trustee's sole obligations are to administer, for the benefit of the registered owner of this Obligation, the various funds and accounts established pursuant to the Trust Agreement. (The recitals, statements, covenants and representations made in this Obligation shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.)

This Obligation has been executed and delivered by the Trustee pursuant to the terms of, and for the purposes described in, the Trust Agreement. The City is authorized to enter into the Purchase Agreement and the Trust Agreement under the laws of the State of Arizona and by resolution of the Mayor and Council of the City adopted on September 19, 2017. Reference is hereby made to the Purchase Agreement and the Trust Agreement (copies of which are on file at the Designated Office) for further definitions, the terms, covenants and provisions pursuant to which this Obligation is delivered, the rights thereunder of the registered owner of this Obligation, the terms under which the Trust Agreement or the Purchase Agreement may be modified or supplemented, the rights, duties and immunities of the Trustee and the security for, and the rights and obligations of the City under the Purchase Agreement (including with respect to certain obligations secured on a senior lien basis by, and to be secured on a parity lien basis with, the security for the Payments and to certain limitations on such security), to all of the provisions of which Purchase Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees. (To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement and the Purchase Agreement may be amended by the parties thereto with the written consent of the owners of a majority of the obligations of which this Obligation is one (the "Obligations"), and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case such owner's proportionate share of any Payment thereof in accordance with this Obligation.)

The obligation of the City to make the Payments does not represent or constitute a general obligation of the City for which the City is obligated to levy or pledge any form of taxation nor does the obligation to make the Payments under the Purchase Agreement constitute an indebtedness of the City, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Neither the Trustee nor the registered owners of the Obligations shall have any right under any circumstances to accelerate the payment date of the Obligations or otherwise declare any of the Payments not then past due or in default to be immediately due and payable; however, the amount of each of the Payments denominated as and comprising interest shall be calculated at the Default Rate. (This Obligation represents an interest in a limited obligation of the City (as described herein), and no member of the Mayor and Council, officer or agent, as such, past, present or future, of the City shall be personally liable for the payment hereof.)

This Obligation is executed and delivered only in fully registered, physically certificated form and shall not be transferable or exchangeable, except as provided in the Trust Agreement.

This Obligation may be exchanged for Obligations in authorized denominations.

This Obligation is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the Designated Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Obligation. Upon such transfer a new Obligation, for the principal amount remaining payable at maturity will be delivered to the transferee in exchange therefor. The City and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Obligation shall be overdue, and the City and the Trustee shall not be affected by any notice to the contrary.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or governmental charges required by law in connection with the exchange or transfer.

The Trustee may, but shall not be obligated to, exchange or register the transfer of this Obligation (i) if this Obligation has been selected for prepayment, or (ii) during a period of fifteen (15) days preceding the giving of a notice of prepayment. If this Obligation is so transferred, any notice of prepayment which has been given to the transferor shall be binding on the transferee, and a copy of the notice of prepayment shall be delivered by the Trustee to the transferee along with the duly registered Obligation.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Purchase Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

[Principal represented by the Obligation is subject to optional prepayment in whole, but not in part, on any date on or after ____ 15, 20__, at a price equal to the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment but without premium. ???]

Principal represented by this Obligation shall be prepaid on January 15 of the years indicated and in the principal amounts indicated at a price equal to the amount thereof plus interest accrued to the date of prepayment, but without premium:

<u>Year Prepaid</u>	<u>Principal Amount Prepaid</u>
2018	\$,000
2019	,000
2020	,000
2021	,000
2022	,000
2023	,000
2024	,000
2025	,000
2026	,000
2027	,000

The Trustee shall give notice of any optional prepayment of this Obligation as provided above no more than 60 nor less than 30 calendar days prior to the prepayment date to the registered owner at its address provided to the Trustee. A certificate of the Trustee shall conclusively establish the mailing of any such notice for all purposes.

If at the time of mailing of the notice of prepayment there has not been deposited with the Trustee moneys or eligible securities sufficient to prepay and other requirements set forth in the Trust Agreement are not met, such notice shall state that it is conditional, subject to the deposit of moneys sufficient for the prepayment and satisfaction of such conditions. If the principal of the Obligations is subject to prepayment and if on the prepayment date moneys for the prepayment thereof are held by the Trustee and those other conditions are met, thereafter such principal to be prepaid shall cease to bear interest, and shall cease to be secured by, and shall not be deemed to be outstanding under, the Trust Agreement. The failure to receive any notice of prepayment, or any defect in such notice in respect of any Obligation, shall not affect the validity of prepayment of any Obligation.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the execution and delivery of this Obligation have happened, have been done, do exist and have been performed in regular and due form and time as required by law.

This Obligation shall not be entitled to any security or benefit under the Trust Agreement until executed by the Trustee.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution:

ZIONS BANK, A DIVISION OF ZB, NATIONAL
ASSOCIATION,
as Trustee

By.....
Authorized Representative

RESOLUTION NO. 2017-102

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, APPROVING THE SALE AND EXECUTION AND DELIVERY OF PLEDGED TRANSPORTATION TAX REVENUE REFUNDING OBLIGATIONS, EVIDENCING ALL THE INTERESTS OF THE OWNER THEREOF IN A PURCHASE AGREEMENT, TO PREPAY A PRIOR PURCHASE AGREEMENT OF THE CITY, WHICH FINANCED CERTAIN STREET AND ROADWAY IMPROVEMENTS IN AND FOR THE CITY; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH PURCHASE AGREEMENT, A TRUST AGREEMENT, AN ESCROW TRUST AGREEMENT AND OTHER NECESSARY DOCUMENTS; DELEGATING AUTHORITY TO THE CITY MANAGER AND CHIEF FINANCIAL OFFICER OR DEPUTY FINANCE DIRECTOR TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY

WHEREAS, the Mayor and Council of the City of Peoria, Arizona (the "City"), have determined to prepay the Series 2008 City Purchase Agreement, dated as of March 1, 2008 (the "City Purchase Agreement"), which financed certain street and roadway improvements in and for the City (the "Refinanced Project"), by entering into a First Transportation Tax Purchase Agreement, to be dated as of the first day of the month of the dated date of the hereinafter described Obligations established as provided herein (the "Purchase Agreement"), with Zions Bank, a Division of ZB, National Association, in its separate capacity as "Seller"; and

WHEREAS, in connection with the Purchase Agreement, the Mayor and Council of the City have deemed it necessary and desirable to provide for the sale and execution and delivery of pledged revenue refunding obligations, provided for by this Resolution (the "Obligations"), pursuant to the First Transportation Tax Trust Agreement, to be dated as of the first day of the month of the dated date of the Obligations (the "Trust Agreement"), between the Trustee and the City, evidencing all the interests of the owner of the Obligations in payments to be made by the City to the Trustee pursuant to the Purchase Agreement; and

WHEREAS, the payments represented by the Obligations will be secured by amounts received under the Purchase Agreement pursuant to which the City will pledge Pledged Revenues (as such term is defined in the Purchase Agreement); and

WHEREAS, there have been presented to the Mayor and Council of the City at the meeting at which this Resolution is being adopted (1) the proposed form of the Purchase Agreement; (2) the proposed form of the Trust Agreement and (3) the Transportation Tax Escrow Trust Agreement, to be dated as of the first day of the month of the dated date of the Obligations (the "Escrow Trust Agreement"), between the Trustee in its separate capacity as escrow trustee (the "Escrow Trustee"), and the City, for the establishment of an escrow to prepay amounts due pursuant to the City Purchase Agreement; and

WHEREAS, refinancing the costs of the Refinanced Project pursuant to the Purchase Agreement is in furtherance of the purposes of the City and is in the public interest;

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

Section 1. (a) The execution and delivery of the Obligations by the Trustee is approved.

(b) The City Manager or the Chief Financial Officer or Deputy Finance Director of the City are each authorized to determine on behalf of the City the series name and designation of the Obligations; the date and the entity with which the Obligations are to be placed by them at their direction; the total aggregate principal amount of the Obligations which are to be executed and delivered; the date the Obligations are to be dated; the dates on which interest on the Obligations is to be payable and the interest rates per annum the Obligations are to bear (but, except in the case of default or an event of taxability, not greater than ten percent (10%); the dates the Obligations are to mature but not later than ten (10) years from the date of the execution and delivery of the Obligations, the principal amounts to mature on such dates and the provisions for prepayment thereof in advance of such dates; the portion of the City Purchase Agreement to be prepaid and the exercise of redemption provisions with respect to the bonds executed and delivered with respect to the City Purchase Agreement and the terms upon which the Obligations are to be sold (including determinations of price, original issue discount and premium); provided, however, that the foregoing determinations shall not result in present value savings, net of costs of issuance, of less than two and one-half percent (2.5%) of the portion of the City Purchase Agreement being prepaid.

(c) The forms and other terms of the Obligations, including the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement and are approved.

Section 2. The form, terms and provisions of the Purchase Agreement, the Trust Agreement, and the Escrow Trust Agreement, in substantially the forms of such documents (including the Obligations and other exhibits thereto) presented at the meeting of the Mayor and Council of the City at which this Resolution is being adopted are approved, with such final provisions, insertions, deletions and changes as determined as provided hereinabove and shall be approved by the Mayor of the City, any other member of the Council of the City, the execution of each such document being conclusive evidence of such approval, and the Mayor of the City or any other member of the Council of the City, or the Clerk of the City, where applicable, are authorized and directed, for and on behalf of the City, to execute and deliver and attest or approve the Purchase Agreement, the Trust Agreement and the Escrow Trust Agreement and to take all action to carry out and comply with the terms of such documents.

Section 3. The Trustee (including in its separate capacity as Seller and the Escrow Trustee) is requested to take any and all action necessary in connection with the execution and delivery of the Purchase Agreement, the Trust Agreement, and the Escrow Trust Agreement and the sale and execution and delivery of the Obligations and is further authorized and directed to take such action as may be reasonable for the administration of the trusts so held by it.

Section 4. The covenants and agreements contained in the Purchase Agreement as to the pledge of and the lien on Pledged Revenues and the restriction on the issuance of further parity obligations secured by Pledged Revenues are approved and confirmed.

Section 5. The Mayor, the City Manager or the Chief Financial Officer and other officers of the City, on behalf of the City, are authorized and directed, without further order of the Mayor and Council of the City, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the City, to cause the sale and execution and delivery of the Obligations and to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution.

Section 6. All actions of the officers and agents of the City which conform to the purposes and intent of this Resolution and which further the sale and execution and delivery of the Obligations as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 7. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such

inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 8. The immediate operation of this Resolution is necessary for the economic prepayment of the City Purchase Agreement and the resulting preservation of the public health and welfare by expediting the prepayment of the City Purchase Agreement and an emergency is hereby declared to exist. This Resolution shall be in full force and effect from and after its passage and approval by the Mayor and Council of the City, as required by law, and is hereby exempt from the referendum provisions of the City's Charter and constitution and laws of the State of Arizona pursuant to Section 19-142(B), Arizona Revised Statutes.

PASSED AND ADOPTED on this 19th day of September, 2017.

CATHY CARLAT, MAYOR

DATE SIGNED

ATTEST:

RHONDA GERIMINSKY, CITY CLERK

APPROVED AS TO FORM:

STEPHEN J. BURG, CITY ATTORNEY

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2017-102 was duly passed and adopted by the Mayor and Council of the City of Peoria, Arizona, at a regular meeting held on the 19th day of September, 2017, and the vote was _____ ayes and _____ nays.

Clerk, City of Peoria, Arizona

DRAFT
09/07/17

FIRST TRANSPORTATION TAX PURCHASE AGREEMENT

by and between

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION,
as Seller

and

THE CITY OF PEORIA, ARIZONA,
as Purchaser

Dated as of October 1, 2017

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FIRST TRANSPORTATION TAX PURCHASE AGREEMENT

THIS FIRST TRANSPORTATION TAX PURCHASE AGREEMENT, dated as of October 1, 2017 (this “Agreement”), by and between the CITY OF PEORIA, ARIZONA, a municipal corporation under the laws of the State of Arizona (“City”), as purchaser hereunder, and ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION, a national banking association (“Trustee”), in its capacity as trustee under the First Transportation Tax Trust Agreement, dated as of even date herewith (the “Trust Agreement”), by and between Trustee and City, but in its separate capacity as seller hereunder,

W I T N E S S E T H:

WHEREAS, City determined it was necessary and desirable for City to finance the costs of certain street and roadway improvements for City; and

WHEREAS, such property was initially acquired by the Corporation (as such term and all other undefined terms used herein are defined in the Trust Agreement) pursuant to a resolution adopted by the Board of Directors of the Corporation on February 11, 2008, and Resolution No. 08-35 adopted by the Mayor and Council of City on February 19, 2008, and the Series City Purchase Agreement, dated as of March 1, 2008 (the “Series 2008 City Purchase Agreement”), between the Corporation and City; and

WHEREAS, pursuant to the Series 2008 City Purchase Agreement, City agreed to purchase such property from the Corporation; and

WHEREAS, the Corporation financed on behalf of City the construction and acquisition of such property through the issuance of its Revenue Bonds, Series 2008; and

WHEREAS, the Mayor and Council of City have now been determined that it will be beneficial to the citizens of City for City to prepay the remaining, unpaid amounts due pursuant to the Series 2008 City Purchase Agreement; and

WHEREAS, for such purposes, the Mayor and Council of City requested that Trustee sell and execute and deliver the Obligations, and Trustee has, as described in the Trust Agreement, caused a deposit to be made to the Costs of Issuance Fund and amounts to be paid to the Escrow Trustee; and

WHEREAS, City is a municipal corporation duly incorporated and validly existing under the laws of the State; the Constitution and the laws of the State authorize City to enter into this Agreement and the transactions contemplated by this Agreement; City has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of City, enforceable against City in accordance with its terms; all required procedures for execution and performance of this Agreement, including publication of notice, public hearing or

competitive bidding, if applicable, have been or will be complied with in a timely manner; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which City is now a party or by which City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of City; City has disclosed in writing to Trustee all facts that do or will materially adversely affect the properties, operations or financial condition of City and that any financial statements, notices or other written statements provided by City to Trustee pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading and the Prepaid Purchase Amount Property complies with all applicable environmental laws, rules and regulations (including, without limitation, all federal, state and local laws) and with Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice concerning accessibility of places of public accommodation and commercial facilities if and to the extent such Act and regulations apply to the Prepaid Purchase Amount Property; and

WHEREAS, Trustee has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Term and Payments.

(a) In order to refinance the costs of prepaying the amount due with respect to the Prepaid Purchase Amount Property, City hereby sells and conveys any interests it has in the Prepaid Purchase Amount Property to Trustee, without warranty, for the sum of \$10.00 and other valuable consideration had and received. For the amounts payable pursuant hereto (including the Payments), Trustee in turn hereby sells and conveys back to City, without warranty, and City hereby purchases from Trustee, any interests Trustee has in the Prepaid Purchase Amount Property. (City acknowledges that the right of Trustee to sell the Prepaid Purchase Amount Property arises out of the deposit for the benefit of City with the Escrow Trustee and that City is receiving good and valuable consideration from both such sales.)

(b) As the purchase price, City shall pay the Payments to Trustee. (The Interest Portion is interest for purposes of the Code.) This Agreement shall be deemed and construed to be a “*net purchase agreement*,” and the Payments shall be an absolute net return to Trustee, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein.

City shall further also pay to Trustee its fees and expenses in accordance with the provisions of the Trust Agreement and to the United States of America any amounts required by Section 11(b)(ii).

Upon the occurrence of an Event of Taxability, (i) the amount of each of the Payments denominated as and comprising interest pursuant to this Agreement shall be computed by multiplying the portion of the Payments designated as principal by the Taxable Rate (on the basis of a 360-day year of twelve 30-day months), and the Schedule shall be deemed to be amended to reflect such re-calculation and (ii) City shall pay to the Seller for the purpose of remitting to Trustee in trust for the benefit of the Owners (or former Owners, as the case may be) of the Obligations as a gross-up amount (the "Gross-Up Amount") (1) an amount equal to the difference between (A) the amount of interest that would have been paid to such Owner during the period for which such interest is included in the gross income of such Owner if an Obligation had borne interest at the Taxable Rate, beginning on the Taxable Date (the "Taxable Period"), and (B) the corresponding Interest Portion actually paid to the Owner (or former Owner, as the case may be) during the Taxable Period, and (2) to the extent permitted by applicable law, an amount equal to any interest, penalties or charges owed by such Owner (or former Owner, as the case may be) as a result of the Interest Portion becoming included in the gross income of such Owner (or former Owner, as the case may be), together with any and all attorneys' fees, court costs, or other "out-of-pocket" costs incurred by such Owner (or former Owner, as the case may be) in connection therewith.

Upon the occurrence of an Event of Default, the amount of each of the Payments denominated as and comprising interest pursuant to this Agreement shall be computed by multiplying the portion of the Payments designated as principal by the Default Rate (on the basis of 360-day year of twelve 30-day months), and the Schedule shall be deemed to be amended to reflect such re-calculation.

(c) The obligation of City to pay the amounts described in paragraph (b) hereof (including the Payments) from the sources described herein and to comply with the other provisions hereof shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by Trustee of any obligation to City or otherwise, or out of indebtedness or liability at any time owing to City by Trustee. Until such time as all of the payments described in Subsection (b) hereof (including the Payments) shall have been fully paid or provided for, City (i) shall not suspend or discontinue the same, (ii) shall comply with the other provisions hereof and (iii) shall not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Prepaid Purchase Amount Property or the taking by *eminent domain* of title to or temporary use of any or all of the Prepaid Purchase Amount Property, commercial frustration of purpose, abandonment of the Prepaid Purchase Amount Property by City, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the

agreements on its part herein or in the Trust Agreement contained and in the event Trustee shall fail to perform any such agreements on its part, City may institute such action against Trustee as City may deem necessary to compel performance so long as such action does not abrogate the obligations of City contained in the first sentence of this paragraph.

(d) Any of the payments described in Subsection (b) hereof (including the Payments) due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

(e) Amounts payable to Trustee shall be paid by the means specified in writing to City.

Section 2. Pledge; Limited Obligations.

(a) City hereby irrevocably pledges for the payment of the Payments Pledged Revenues. With respect to revenues from Excise Taxes and State Shared Revenues, City shall first make all payments due on the Senior Lien Excise Tax and State Shared Revenue Obligations and then the payments due on Pledged Revenue Obligations. City intends that this pledge shall be a first lien upon Pledged Revenues, subject however to the pledge and lien on revenues from Excise Taxes and State Shared Revenues pursuant to the provisions of Senior Lien Excise Tax and State Shared Revenue Obligations on a prior and paramount basis. City shall make said payments from Pledged Revenues, except to the extent it chooses to make the payments from other funds pursuant to this Section, first paying the United States of America any amounts required by Section 11(b) (ii) and making the Payments and thereafter making the other required payments. Said pledge of, and said lien on, Pledged Revenues is hereby irrevocably made and created for the prompt and punctual payment of the amounts due hereunder according to the terms hereof and to maintain the funds as hereinafter specified in this Agreement and the Trust Agreement. All of the Payments are coequal as to the pledge of and lien on Pledged Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Pledged Revenues or security therefor. The rights of the Owners to payment from Pledged Revenues are on a parity with the rights to payment from Pledged Revenues of the Parity Obligations.

(b) City shall remit to Trustee from Pledged Revenues all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of City to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from Pledged Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) City may, at the sole option of City, make payments due pursuant to Section 1 hereof from its other funds as permitted by law and as City shall determine from time to time, but Trustee acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Agreement shall be payable out of any *ad valorem* property taxes imposed by City or from bonds or other obligations, the payment of

which City's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by City according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

Section 3. Surplus and Deficiency of Revenues from Pledged Revenues.

Pledged Revenues in excess of amounts, if any, required to be deposited with or held by Trustee for payments due under this Agreement and the Trust Agreement shall constitute surplus revenues and may be used by City for any lawful purpose for the benefit of City, including the payment of obligations to which Pledged Revenues may from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Agreement or the Trust Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement and, with respect to payment from Pledged Revenues, *pro rata*, as applicable, with amounts due with respect to the Existing Agreements, this Agreement and any Parity Obligations, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Section 4. Prior Obligations; Parity Obligations.

(a) City shall not incur any obligations payable from revenues from Excise Taxes and State Shared Revenues ranking prior to the obligations of City under this Agreement or any outstanding Parity Obligations except Senior Lien Excise Tax and State Shared Revenue Obligations.

(b) So long as any of Pledged Revenue Obligations remain outstanding and the principal and interest thereon shall be unpaid or unprovided for, City shall not encumber revenues from Excise Taxes and State Shared Revenues on a basis senior to the subordinate pledge for Pledged Revenue Obligations unless Available Coverage in the preceding Fiscal Year, taking into account the proposed Senior Lien Excise Tax and State Shared Revenue Obligations, shall have amounted to at least three (3) times the highest combined Interest Requirements and Principal Requirements for any succeeding Fiscal Year for all Pledged Revenue Obligations. Subject to the foregoing and to other terms and conditions set forth in the Senior Lien Excise Tax and State Shared Revenue Obligation Documents, City shall have the right to incur obligations payable from revenues from Excise Taxes and State Shared Revenues senior to the payments for Pledged Revenue Obligations.

(c) So long as any Pledged Revenue Obligations remain outstanding and the principal and interest thereon shall be unpaid or unprovided for, City shall not further encumber Pledged Revenues on a basis equal to the lien and pledge provided for hereby unless (i)(A) revenues from City Transportation Sales Tax actually received in the preceding Fiscal Year shall have amounted to at least one and one-tenth (1.1) times the highest combined total Interest Requirements and Principal Requirements for any succeeding Fiscal Year for Pledged Revenue Obligations outstanding and any additional Parity Obligations proposed to be secured by a pledge of Pledged Revenues and (B) Available Coverage in the preceding Fiscal Year shall

have amounted to at least one and one half (1.5) times the highest combined total Interest Requirements and Principal Requirements for any succeeding Fiscal Year for Pledged Revenue Obligations then outstanding and any additional Parity Obligations proposed to be secured by a pledge of Pledged Revenues and (ii)(A) revenues from Special Excise Taxes actually received in the preceding Fiscal Year shall have amounted to at least one and one-tenth (1.1) times the highest combined total Interest Requirements and Principal Requirements for any succeeding Fiscal Year for Special Parity Obligations then outstanding and any additional parity obligations proposed to be secured by a parity pledge thereof and (B) Special Available Coverage in the preceding Fiscal Year shall have amounted to at least one and one half (1.5) times the highest combined total Interest Requirements and Principal Requirements for any succeeding Fiscal Year for any Special Parity Obligation then outstanding and any additional parity obligations proposed to be secured by a parity pledge thereof.

(d) Notwithstanding the foregoing paragraph, City may incur Special Parity Obligations secured by revenues from Excise Taxes and State Shared Revenues on a parity with the lien thereon securing Pledged Revenue Obligations and subordinate to the lien thereon securing the Senior Lien Excise Tax and State Shared Revenue Obligations and further secured by a first lien upon revenues from Special Excise Taxes only if the Special Available Coverage for the preceding Fiscal Year shall have amounted to at least three (3) times the highest combined Interest Requirements and Principal Requirements for any succeeding Fiscal Year for Pledged Revenue Obligations and Special Parity Obligations, pro rata, taking into account the proposed Special Parity Obligations.

Section 5. City Control over Revenue Collection.

(a) To the extent permitted by applicable law, Pledged Revenues will be retained and maintained so that the Available Revenues received, all within and for the next preceding Fiscal Year, shall be equal to at least three (3) times Interest Requirements, Principal Requirements and reserve fund deposits for all Pledged Revenue Obligations then outstanding. If receipts of Pledged Revenues for any such preceding Fiscal Year shall not equal such total in any current Fiscal Year, or if at any time it appears that the current receipts of Pledged Revenues will not be sufficient to meet such payment requirements, City shall, to the extent permitted by law, either impose new exactions of the type of Excise Taxes which will be part of Excise Taxes or will increase the rates for Excise Taxes currently imposed in order that (i) the current receipts of Pledged Revenues will be sufficient to meet such payment requirements and (ii) the current year's receipts of Pledged Revenues will be reasonably calculated to attain the level as required above for the succeeding Fiscal Year's payment requirements.

(b) To the extent permitted by applicable law, revenues from Excise Taxes, City Transportation Sales Tax and Special Excise Taxes and State Shared Revenues will be retained and maintained so that Special Available Revenues received, all within and for the next preceding Fiscal Year, shall be equal to at least three (3) times the total of the Interest Requirements and Principal Requirements for all Pledged Revenue Obligations and Special Parity Obligations then outstanding. If receipts of revenues from Excise Taxes, City Transportation Sales Tax and Special Excise Taxes and State Shared Revenues for any such preceding Fiscal Year shall not equal such total in any current Fiscal Year, or if at any time it

appears that the current receipts of revenues from Excise Taxes, City Transportation Sales Tax and Special Excise Taxes and State Shared Revenues shall not be sufficient to meet such payment requirements, City will, to the extent permitted by law, either impose new exactions of the type of Excise Taxes which will be part of Excise Taxes or will increase the rates of Excise Taxes currently imposed in order that (i) the current receipts of revenues from Excise Taxes, State Shared Revenues, City Transportation Sales Tax and Special Excise Taxes and State Shared Revenues will be sufficient to meet such payment requirements and (ii) the current year's receipts of revenues from Excise Taxes, City Transportation Sales Tax and Special Excise Taxes and State Shared Revenues reasonably calculated to attain the level as required above for the succeeding Fiscal Year's payment requirements.

(c) (i) In order to secure payment of this Agreement and to create a separate and special fund which shall contain only revenues from Excise Taxes and State Shared Revenues and shall not contain any other moneys of City, City shall continue to maintain the special fund known as the "City of Peoria Excise Tax/State Shared Revenue Fund" perpetuated pursuant to the Series 2011 City Lease described in the definition of Senior Lien Excise Tax and State Shared Revenue Obligations. Upon receipt by City, revenues from Excise Taxes and State Shared Revenues shall be deposited in and to the Excise Tax/State Shared Revenue Fund. The Excise Tax/State Shared Revenue Fund shall be funded only from revenues from Excise Taxes and State Shared Revenues received by City and from no other source. After paying therefrom amounts of revenues from Excise Taxes and State Shared Revenues for the purposes described herein, the Excise Tax/State Shared Revenue Fund may be reduced to zero each December 21 and June 20 after the amount required to be deposited to the Interest Account and the Principal Account as described hereinabove have been deposited, including by transferring any such balance to the General Fund of City.

(ii) In order to secure payment of this Agreement and to create a separate and special fund which shall contain only revenues from City Transportation Sales Tax and shall not contain any other moneys of City, City shall maintain a special fund to be known as the "City of Peoria City Transportation Sales Tax Revenue Fund." Upon receipt by City, revenues from City Transportation Sales Tax shall be deposited in and to the City Transportation Sales Tax Revenue Fund. The City Transportation Sales Tax Revenue Fund shall be funded only from revenues from City Transportation Sales Tax received by City and from no other source. After paying therefrom amounts of revenues from City Transportation Sales Tax for the purposes described herein, the City Transportation Sales Tax Revenue Fund may be reduced to zero each December 21 and June 20 after the amount required to be deposited to the Interest Account and the Principal Account as described hereinabove have been deposited, including by transferring any such balance to the General Fund of City.

Section 6. Certain Matters with Respect to Prepaid Purchase Amount Property.

(a) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, Trustee has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Prepaid Purchase Amount Property for

any particular purpose or the conformity of Prepaid Purchase Amount Property to any plans, specifications, construction contract, purchase order, model or sample, or as to their design, construction, delivery, installation, construction oversight and operation or their suitability for use by City. All such risks shall be borne by City without in any way excusing City from its obligations under this Agreement, and Trustee shall not be liable to City for any damages on account of such risks. Except with respect to any acts by Trustee which are not undertaken at the request of City or with the prior approval of City, City waives all claims against Trustee growing out of the acquisition of the Prepaid Purchase Amount Property. Trustee shall have no liability to City for any failure of any contractor to perform any contract or other undertaking with respect to the Prepaid Purchase Amount Property in any respect. Trustee shall have no obligation to obtain or insure compliance with any required permits or approval procedures with respect to the Prepaid Purchase Amount Property. In the event of any defect in any item of the Prepaid Purchase Amount Property or other claim with respect to the Prepaid Purchase Amount Property, recourse of City shall be against the contractors, manufacturers, suppliers, etc. of the Prepaid Purchase Amount Property and, where applicable, the person selling the property to Trustee, and not against Trustee. For such purpose, Trustee hereby assigns and transfers to City the right, title and interest of Trustee in and to all representations, warranties, guarantees and service agreements relating to the Prepaid Purchase Amount Property made or entered into by Trustee and by any contractor, manufacturers, suppliers, etc. of the Prepaid Purchase Amount Property. Trustee further designates City as its attorney-in-fact granting to City the right to initiate and take all actions necessary to enforce any and all construction contracts and all such warranties and service agreements with the same force and effect as Trustee could do if the foregoing assignment had not been made. Trustee is entering into this Agreement solely as seller and shall not be personally liable hereunder and shall be afforded the same rights, protections, immunities and indemnities acting hereunder as afforded to it as Trustee under the Trust Agreement. Notwithstanding anything to the contrary herein, at no time shall Trustee be listed in the chain of title to the Prepaid Purchase Amount Property. Provisions governing the rights, immunities and protections of Trustee under the Trust Agreement are herein incorporated by reference into this Agreement as though fully set forth herein.

(b) Trustee hereby irrevocably appoints City as its sole and exclusive agent to act for and on behalf of Trustee in refinancing the costs of the Prepaid Purchase Amount Property. As such agent, City shall have full authority to do all things necessary to bring about refinancing the costs of the Prepaid Purchase Amount Property. Trustee shall not be liable, responsible or accountable for the acts of City as its agent hereunder, and City hereby assumes all responsibility for the performance of such duties.

(c) Notwithstanding any other terms or provisions of this Agreement, the interest of Trustee in the Prepaid Purchase Amount Property is solely for the purpose of facilitating the refinancing of the Prepaid Purchase Amount Property, and Trustee shall not have the power, authority or obligation to assume any responsibility for the overall management or maintenance of the Prepaid Purchase Amount Property, including, without limitation, any day-to-day decision-making or operational aspects of the Prepaid Purchase Amount Property.

Section 7. Providing for Payment. City may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying the Payments as provided herein as and when the same become due and payable at their scheduled due dates pursuant to Section 1 hereof or on a date on which they can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with Trustee and available for the Payments is fully sufficient to make, or cause to be made, the Payments at their scheduled due dates or on a date on which they can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are non-callable, in such amount as shall be certified to Trustee and City, by a national firm of certified public accountants acceptable to both Trustee and City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with Trustee and available for the Payments, to make, or cause to be made, the Payments at their scheduled due date or on a date on which they can be prepaid.

Section 8. Term of Agreement. This Agreement shall not terminate so long as any payments are due and owing pursuant to the Obligations. Subject to Section 7 hereof, upon full payment or provision for payment and in consideration of the timely payment of all of the amounts described in Subsection 1(b) hereof (including the Payments) and provided that City has performed all the covenants and agreements required by City to be performed, this Agreement shall cease and expire. The obligations of City under this Agreement, including, without limitation, its obligation to pay the Payments, shall survive any action brought as provided in the next Section hereof, and City shall continue to pay the Payments and perform all other obligations provided in this Agreement; provided, however, that City shall be credited with any amount received by Trustee pursuant to actions brought under the next Section hereof.

Section 9. Default; Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Subsection 1(b) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement, (B) the violation by City of any other covenant or provision of this Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to Parity Obligations, Senior Lien Excise Tax and State Shared Revenue Obligations or Special Parity Obligations or (D) the insolvency or bankruptcy of City as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of City or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described in Subsection 1(b) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal or interest due with respect to Parity Obligations or Senior Lien Excise Tax and State Shared Revenue Obligations on their due dates; (B) in the case of

the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within sixty (60) days after notice in writing from Trustee specifying such default and (C) in the case of any other default under any of Parity Obligations, Senior Lien Excise Tax and State Shared Revenue Obligations or Special Parity Obligations after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by City under the Trust Agreement or this Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of City under the Trust Agreement or this Agreement, and with respect to revenues from Pledged Revenues, without notice and without giving any bond or surety to City or anyone claiming under City, have a receiver appointed of revenues from Excise Taxes and City Transportation Sales Tax and State Shared Revenues which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and City does hereby irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

Each right, power and remedy of Trustee provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by Trustee of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of Trustee to insist upon a strict compliance by Trustee with all the covenants and conditions hereof. City shall, upon not less than 10 days' prior request by Trustee, execute, acknowledge and deliver to Trustee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if this Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) Trustee shall in no event be in default in the performance of any of its obligations hereunder unless and until Trustee shall have failed to perform such obligation within 30 days or such additional time as is reasonably required to correct any such default after notice by City properly specifying wherein Trustee has failed to perform any such obligation. No default by Trustee shall relieve City of its obligations to make the various payments herein required, so long as the Obligations remain outstanding; however, City may exercise any other remedy available at law or in equity to require Trustee to remedy such default so long as such

remedy does not interfere with or endanger the payments required to be made to Trustee under the Trust Agreement.

Section 10. Assignment.

(a) Except as otherwise provided herein, City shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement or any interest therein, and any assignment in contravention hereof shall be void.

(b) Subject to the terms of the Trust Agreement, all and every part of the right, title and interest of City in and to this Agreement and all payments of any kind due or which become due to Trustee hereunder are sold, pledged, assigned and transferred pursuant to the Trust Agreement.

Section 11. Federal Tax Law Provisions.

(a) (i) As provided in further detail in the Tax Certificate, no direction for the making of any investment or other use of the proceeds of the Obligations or of the Prepaid Purchase Amount Property shall be made, permitted from being made or omitted from being made which would cause the Obligations to be “arbitrage bonds” as that term is defined in section 148 (or any successor provision thereto) of the Code or “private activity bonds” as that term is defined in section 141 (or any successor provision thereto) of the Code, and the requirements of such sections and related regulations of the Code shall be complied with throughout the term of the Obligations. In consideration of the purchase and acceptance of the Obligations by the owners from time to time thereof and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, City shall, and the appropriate officials of City are hereby directed, to take all action required to retain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(ii) City shall be the owner of the Prepaid Purchase Amount Property for federal income tax purposes. City shall not enter into any management or service contract with any entity other than a governmental entity for the operation of any portion of the Prepaid Purchase Amount Property unless the management or service contract complies with such authority as may control at the time or any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Prepaid Purchase Amount Property. Also, the payment of principal and interest with respect to the Obligations shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Obligations, or amounts treated as proceeds of the Obligations, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds may be so invested for an initial temporary period until needed for the purpose for which the Obligations are being executed and delivered, may be so used in making investments in a *bona fide* debt service fund or may be invested in obligations issued by the United States Treasury.

(iii) City shall comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the execution and delivery of the Obligations (initially those in Subsection (b)) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion.

(iv) (A) City shall take all necessary and desirable steps, as determined by the Mayor and Council of City, to comply with the requirements hereunder in order to ensure that the Interest Portion is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event City receives a Special Counsel's Opinion that either compliance with such requirement is not required to maintain the exclusion from gross income of the Interest Portion or compliance with some other requirement will meet the requirements of the Code relating to such exclusion. In the event City receives such a Special Counsel's Opinion, the parties agree to amend this Agreement to conform to the requirements set forth in such opinion.

(B) If for any reason any requirement hereunder is not complied with, City shall take all necessary and desirable steps, as determined by City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and City shall pay any required interest or penalty under hereinafter described Regulations section 1.148-3 (h) with respect to the Code.

(C) Written procedures have been established for City to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of section 148 of the Code relating to arbitrage, with which City will comply.

(b) (i) Undefined terms used in this Subsection shall have the meanings given to them in the Code and the Regulations.

(ii) Unless an exception available pursuant to the Regulations applies as indicated in a Special Counsel's Opinion or a written statement of an expert consultant employed pursuant to paragraph (vii) hereof, within 60 days after the end of each Bond Year, City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(A) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous Rebate Payments with respect to the Obligations (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous Rebate Payments with respect to the Obligations (determined as of the last day of such Bond Year); and

(B) not later than 60 days after the retirement of the last Obligation, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Obligation).

Each Rebate Payment required to be made under this Subsection shall be filed on or before the date such payment is due, with the Internal Revenue Service at the appropriate location and with required forms and other materials, currently by addressing it to IRS Service Center, Ogden, Utah 84201, and accompanying it with IRS Form 8038-T.

(iii) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(iv) For purposes of paragraph (iii), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(A) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing purchaser would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(B) Except as provided in Subsections (v) or (vi), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(v) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(A) the yield on reasonably comparable direct obligations of the United States; and

(B) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(vi) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(A) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with City or any other person (whether or not in connection with the Obligations), and that the bid is not being submitted solely as a courtesy to City or any other person for purposes of satisfying the requirements in the Regulations that City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Obligations.

(B) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(C) At least three reasonably competitive providers (*i.e.*, having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Obligations (*e.g.*, a lead underwriter within 15 days of the issue date of the Obligations or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If City uses an agent to conduct the bidding, the agent may not bid.

(D) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(E) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(F) The terms for the guaranteed investment contract are commercially reasonable (*i.e.* have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(G) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(H) City retains until three years after the last outstanding Obligation is retired, (1) a copy of the guaranteed investment contract, (2) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by City and a copy of the provider's certification described in (G) above, (3) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (4) the bid solicitation form and, if the terms of the guaranteed investment contract deviate from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(vii) Such experts and consultants shall be employed by City to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with section 148(f) of the Code with respect to the Obligations.

(c) Trustee has no duty or obligations under this Section 11 and has no duty to monitor compliance by City with this Section 11.

Section 12. Covenant as to Conflict of Interest; Other Statutory Restrictions.

(a) To the extent applicable by provision of law, Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Trustee within three years from the execution of this Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by City. No basis exists for City to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of Trustee by City. City retains the legal right to randomly inspect the papers and records of Trustee to ensure that Trustee is complying with the above-mentioned warranty. Trustee shall keep such papers and records open for random inspection during normal business hours by City. Trustee shall cooperate with the random inspections by City including granting City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If Town determines that Trustee’s certification above is false or that it has breached such agreement, Town may impose remedies as provided by law.

Section 13. Miscellaneous.

(a) No covenant or obligation herein to be performed by City may be waived except by the written consent of Trustee, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Trustee from invoking such remedy at any later time prior to the cure by City of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference. This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both Trustee and City, subject to the restrictions with regard thereto provided by the Trust Agreement.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(f) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of Trustee herein shall be and have the rights of a third-party beneficiary hereunder.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Remainder of page left blank intentionally]

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

Trustee:

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION, as seller

By _____
Printed Name: _____
Title: _____

City:

CITY OF PEORIA, ARIZONA, a municipal corporation under the laws of the State of Arizona, as purchaser

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SCHEDULE*

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
01/15/2018	\$	\$	\$
07/15/2018			
01/15/2019			
07/15/2019			
01/15/2020			
07/15/2020			
01/15/2021			
07/15/2021			
01/15/2022			
07/15/2022			
01/15/2023			
07/15/2023			
01/15/2024			
07/15/2024			
01/15/2025			
07/15/2025			
01/15/2026			
07/15/2026			
01/15/2027			

*Subject to modification as provided in Section 1(b). Also subject to reduction because of transfers pursuant to Section 5.2(b) of the Trust Agreement.

DRAFT
09/07/17

FIRST TRANSPORTATION TAX TRUST AGREEMENT

by and between

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION,
as Seller

and

THE CITY OF PEORIA, ARIZONA,
as Purchaser

Dated as of October 1, 2017

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EXHIBIT - FORM OF OBLIGATION

* * *

FIRST TRANSPORTATION TAX TRUST AGREEMENT

FIRST TRANSPORTATION TAX TRUST AGREEMENT, dated as of October 1, 2017 (together with any duly authorized, executed and delivered supplement hereto, this "Trust Agreement"), by and between ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION, a national banking association, as trustee, or any successor thereto acting as trustee pursuant to this Trust Agreement and in its capacity as "Seller" pursuant to the hereinafter described Purchase Agreement (the "Trustee"), and THE CITY OF PEORIA, ARIZONA, a municipal corporation under the laws of the State of Arizona (the "City");

WITNESSETH:

WHEREAS, as described in the Purchase Agreement (as such term and all other terms not otherwise defined hereinabove are hereinafter defined), the Mayor and Council of the City have determined that it will be beneficial to the citizens of the City for the City to prepay the remaining unpaid amounts due pursuant to the therein described "Series 2006 City Lease"; and

WHEREAS, for such purposes, the Mayor and the Council of the City requested that the Trustee sell and execute and deliver the Obligations, and the Trustee has, as described in this Trust Agreement, caused amounts to be paid to the trustee for certificates of participation secured by such portion of such lease purchase agreement as provided herein;

NOW, THEREFORE, in order to secure the payment of principal and interest (to the extent provided herein) related to the Obligations, the rights of the Owners of the Obligations and the performance and the observance of the covenants and conditions contained in the Obligations, the Purchase Agreement and herein, the City absolutely and irrevocably pledges and assigns to the Trustee, and the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described trust estate, which shall be administered by the Trustee according to the provisions of this Trust Agreement:

A. All right, title and interest of Seller in, under and pursuant to the Purchase Agreement, the Payments and any other amounts payable by the City under the Purchase Agreement and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Trustee is or may become entitled to do thereunder;

B. Amounts on deposit from time to time in the funds created pursuant hereto, subject to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Obligations, by Seller or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby

authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Trust Agreement, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the City, its successors and assigns, under the Purchase Agreement;

IN TRUST, however, for the equal and proportionate benefit and security of the Owners, from time to time of the Obligations, none of the Obligations being entitled to priority or distinction one over the other in the application of Pledged Revenues pledged by the Purchase Agreement to the Payments, regardless of the delivery of any of the Obligations prior to the delivery of any other of the Obligations, or regardless of the time or times principal represented by any Obligations are paid or are subject to prepayment with respect to principal represented thereby, all of the Obligations being co-equal as to the pledge of and lien on Pledged Revenues pledged for the Payments thereof and sharing ratably, without preference, priority or distinction, as to the source or method of payment from Pledged Revenues or security therefor and conditioned, however, that if the City shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereafter set forth.

For such purposes, the City and the Trustee hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. In addition to the terms defined in the first paragraph hereof and in the Recitals hereto and in the Purchase Agreement and unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified.

“Authorized Denomination” means \$1,000,000 of principal and integral multiples of \$5,000 of principal in excess thereof; provided that, as a result of prepayment, an Obligation may be in a denomination of less than \$1,000,000 of principal.

“Available Coverage” means, for any Fiscal Year, the sum of (1) revenues from City Transportation Sales Tax actually received in such Fiscal Year plus (2) the excess of revenues from Excise Taxes and State Shared Revenues actually received in such Fiscal Year over the maximum amount of the combined total of Interest Requirements and Principal Requirements for Senior Lien Excise Tax and State Shared Revenue Obligations in that or any future Fiscal Year.

“Available Revenues” means, for any Fiscal Year, the sum of (1) revenues from City Transportation Sales Tax actually received in such Fiscal Year plus (2) the excess of revenues from Excise Taxes and State Shared Revenues actually received in such Fiscal Year over the combined total of Interest Requirements and Principal Requirements for Senior Lien Excise Tax and State Shared Revenue Obligations in that Fiscal Year.

“Bond Year” means each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Obligations and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of payment of the Obligations.

“Bond Yield” means the yield for the Obligations described in the Tax Certificate, being the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Obligations as determined under Regulations section 1.148-4(b), recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). The present value of all such payments shall be computed as of the date of issue of the Obligations and using semiannual compounding on the basis of a 360-day year.

“Business Day” means any day of the week other than a Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which the Trustee is authorized or obligated by law or executive order to close or a day on which the Federal Reserve is closed as modified by the effect of Section 9.6.

“City Representative” means the City Manager, the City Chief Financial Officer or any other person authorized by the City Manager or the Mayor and Council of the City to act on behalf of the City with respect to this Trust Agreement.

“City Transportation Sales Tax” means the three tenths of one percent (0.3%) transportation privilege tax approved by the qualified electors of the City voting at a special election held in September 2005, the revenues from which are to be used to assist the City in funding transportation projects.

“Closing Date” means _____, 2017.

“Code” means the Internal Revenue Code of 1986, as amended. References to the Code and sections thereof include applicable regulations and temporary regulations thereunder and any successor provisions to those sections, regulations or temporary regulations and any applicable regulations or temporary regulations issued pursuant to the Internal Revenue Code of 1954, as amended.

“Corporate Trust Office” means the office of the Trustee designated in Section 12.2 or any successor corporate trust office.

“Corporation” means the City of Peoria Municipal Development Authority, Inc.

“Costs of Issuance Fund” means the fund by that name established pursuant to Article III hereof and held by the Trustee.

“Default Rate” means ____percent per annum.

“Default Taxable Rate” means ____ percent per annum.

“Defaulted Interest” has the meaning provided in Section 2.10(d).

“Defeasance Obligations” means, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America (“Treasuries”) or (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated or any combination thereof.

“Delivery Costs” means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

“Depository Trustee” means any bank or trust company, which may include the Trustee, designated by the City, with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State of Arizona authority.

“Designated Office” means the office designated as such by the Trustee in writing to the City. The initial Designated Office shall be the Corporate Trust Office.

“electronically” or “electronic method” means with respect to notice, one transmitted through a timesharing terminal, computer network or facsimile machine, if operative as between any two parties, or if not operative, by telephone (promptly confirmed in writing).

“Escrow Trust Agreement” means the Escrow Trust Agreement, dated as of October 1, 2017, by and between the City and the Escrow Trustee.

“Escrow Trustee” means Zions Bank, a Division of ZB, National Association.

“Event of Default” means an event of default under the Purchase Agreement as provided in Section 9 thereof.

“Event of Taxability” means (i) a written opinion by an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt municipal finance to the effect that the Interest Portion is includable for federal income tax purposes in the gross income of the Owner of the applicable, related Obligation or (ii) a determination or the taking of any official action by the Commissioner, any District Director, other officer or representative of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that such interest is includable for federal income tax purposes in the gross income of the Owner thereof due to the City’s action or failure to take any action.

“Excise Taxes” means the unrestricted transaction privilege and use tax, license and permit and franchise fees, user fees and charges and fines and forfeitures which the City imposes (except the City Transportation Sales Tax); provided that the Mayor and Council of the City may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council.

“Fiscal Year” means the fiscal year of the City, currently the period July 1 through June 30.

“Gross Proceeds” means:

(i) any amounts actually or constructively received by the City from the sale of the Obligations but excluding amounts used to pay accrued interest on the Obligations within one year of the date of issuance of the Obligations;

(ii) transferred proceeds of the Obligations under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii) and

(iv) replacement proceeds of the Obligations within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Obligations, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Obligations in the event the City or the Trustee encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under this Trust Agreement.

“Gross-Up Amount” has the meaning set forth in Subsection 1(b) of the Purchase Agreement.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the City or the Trustee and which may include the counsel giving a Special Counsel’s Opinion.

“Interest Payment Date” means each January 15 and July 15, while the principal represented by the Obligations are Outstanding provided that, pursuant to Section 9.6, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

“Interest Portion” means the amounts of each of the Payments in the column in the Schedule attached to the Purchase Agreement designated “Interest,” denominated as and comprising interest pursuant to the Purchase Agreement and received by any Owner.

“Interest Requirement” means (i) with respect to the Obligations, as of any date of calculation, the interest amount on the Obligations due during the applicable Fiscal Year, (ii) with respect to Parity Obligations and Special Parity Obligations, as of any date of calculation, the amount required to be paid by the City during the applicable Fiscal Year with respect to interest on Parity Obligations or Special Parity Obligations, respectively, and (iii) with respect to Senior Lien Excise Tax and State Shared Revenue Obligations, as of any date of calculation, the amount required to be paid by the City during the applicable Fiscal Year with respect to interest on Senior Lien Excise Tax and State Shared Revenue Obligations.

“Investment Property” means any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

“Issue Price” means the price for the Obligations described in the Tax Certificate, determined as provided in Regulations section 1.148-1(b), initially \$_____.

“Market Value” means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation.

“Nonpurpose Investment” means any Investment Property acquired with Gross Proceeds and which is not acquired to carry out the governmental purposes of the Obligations.

“Notification” shall have the meaning provided in Section 10.3.

“Obligations” means the Pledged Transportation Tax Revenue Refunding Obligations, Series 2017, executed and delivered pursuant hereto.

“Outstanding” refers to Obligations issued in accordance with this Trust Agreement, excluding: (i) Obligations which have become due and for the payment of which moneys have been duly provided to the Trustee and (ii) Obligations for which there have been irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted hereby and by the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal, interest and premium, if any, represented by such Obligations, provided, however, that if principal represented by any such Obligations is to be prepaid, the City shall have taken all action necessary to prepay such Obligations and notice of such prepayment shall have been duly mailed in accordance with the proceedings under which such Obligations were issued or irrevocable instructions so to give such notice shall have been given to the Trustee.

“Owner” or any similar term, when used with respect to an Obligation means _____ or the entities described in Section 2.8.

“Parity Obligations” means Pledged Revenue Obligations having a lien payable from Pledged Revenues on a parity with the Obligations which may hereafter be issued by the City in compliance with the terms of Section 4 of the Purchase Agreement.

“Payment Fund” means the fund by that name established pursuant to Article V hereof and held by the Trustee.

“Payments” means the Payments required to be paid by the City pursuant to Subsection 1(b) of the Purchase Agreement and as set forth in the Schedule to the Purchase Agreement, as modified pursuant to the terms of the Purchase Agreement and subject to the provisions of Subsection 5.2(b).

“Permitted Investments” means any investment permitted by Section 35-323, Arizona Revised Statutes.

“Pledged Revenue Obligations” means any obligation payable from Pledged Revenues which enjoys a subordinate and junior claim on revenues from Excise Taxes and State Shared Revenues only to Senior Lien Excise Tax and State Shared Revenue Obligations and a prior and paramount claim on revenues from City Transportation Sales Tax (including the Obligations and any Parity Obligations).

“Pledged Revenues” means, collectively, revenues from City Transportation Sales Tax and Excise Taxes and State Shared Revenues.

“Prepaid Purchase Amount Property” means the portion of the property to which the remaining purchase amount to be paid pursuant to the “Series 2008 City Purchase Agreement” described in the Purchase Agreement relates. Such remaining purchase amount is being prepaid with proceeds of the sale of the Obligations.

“Principal Requirement” means (i) with respect to the Obligations, as of any date of calculation, the principal amount of the Obligations maturing or subject to mandatory prepayment pursuant to this Trust Agreement during the applicable Fiscal Year, (ii) with respect

to Parity Obligations and Special Parity Obligations, as of any date of calculation, the amount required to be paid by City during the applicable Fiscal Year with respect to principal of Parity Obligations or Special Parity Obligations, respectively, and (iii) with respect to Senior Lien Excise Tax and State Shared Revenue Obligations, as of any date of calculation, the amount required to be paid by City during the applicable Fiscal Year with respect to principal of Senior Lien Excise Tax and State Shared Revenue Obligations. In computing the Principal Requirement for Parity Obligations, Special Parity Obligations or Senior Lien Excise Tax and State Shared Revenue Obligations, an amount of Parity Obligations, Special Parity Obligations or Senior Lien Excise Tax and State Shared Revenue Obligations required to be redeemed or prepaid pursuant to mandatory redemption in each year shall be deemed to fall due in that year and (except in case of default in observing a mandatory redemption or prepayment requirement) shall be deducted from the amount of Parity Obligations, Special Parity Obligations or Senior Lien Excise Tax and State Shared Revenue Obligations maturing on the scheduled maturity date.

“Purchase Agreement” means the First Transportation Tax Purchase Agreement, dated as of October 1, 2017, by and between Zions Bank, a Division of ZB, National Association, as seller, and the City, as purchaser.

“Rebate Payment” means any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

“Rebate Requirement” means, for each Bond Year, at any time the excess of the future value of all Receipts over the future value of all Rebate Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Rebate Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

“Receipt” means any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

“Regular Record Date” means the close of business on the fifteenth day of the month preceding each Interest Payment Date.

“Regulations” means the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

“Responsible Officer” means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Corporate Trust Office customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Corporate Trust Office because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Trust Agreement.

“Senior Lien Excise Tax and State Shared Revenue Obligations” means any obligations payable from revenues from Excise Taxes and State Shared Revenues which enjoy a prior and paramount claim on revenues from Excise Taxes and State Shared Revenues to Pledged Revenue Obligations (being those described hereinbelow) and any Senior Lien Excise Tax and State Shared Revenue Obligations having a lien payable from revenues from Excise Taxes and State Shared Revenues on a parity with Senior Lien Excise Tax and State Shared Revenue Obligations which may hereafter be issued or incurred by the City in compliance with the terms of the following agreements; provided that notwithstanding that there shall at any time not be Senior Lien Excise Tax and State Shared Revenue Obligations outstanding, the Mayor and Council of the City shall have the power and authority to cause Senior Lien Excise Tax and State Shared Revenue Obligations to be issued on the same terms as described in the Senior Lien Excise Tax and State Shared Revenue Documents for the last outstanding of the Senior Lien Excise Tax and State Shared Revenue Obligations as if the same were still outstanding:

- the Series 2011 City Lease, dated as of June 1, 2011, between the Corporation and the City, securing the Corporation’s Revenue Bonds, Series 2011,
- the Series 2012 City Purchase Agreement, dated as of July 1, 2012, between the Corporation and the City, securing the Corporation’s Revenue Bonds, Series 2012 and
- the First Excise Tax/State Shared Revenue Purchase Agreement, dated as of October 1, 2017, between Zions Bank, a Division of ZB, National Association, as trustee, and the City, securing the Pledged Excise Tax/State Shared Revenue Refunding Obligations, Series 2017.

“Senior Lien Excise Tax and State Shared Revenue Obligation Documents” means any ordinance, indenture, contract or agreement of the City constituting or authorizing Senior Lien Excise Tax and State Shared Revenue Obligations, including the agreements described in the definition of Senior Lien Excise Tax and State Shared Revenue Obligations, as the same may be amended from time to time.

“Special Available Coverage” means, for any Fiscal Year, the sum of (1) Available Coverage for such Fiscal Year, and (2) revenues from Special Excise Taxes actually received in such Fiscal Year.

“Special Available Revenues” means, for any Fiscal Year, the sum of (1) Available Revenues for such Fiscal Year, and (2) revenues from Special Excise Taxes actually received in such Fiscal Year.

“Special Counsel’s Opinion” means an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

“Special Parity Obligations” means obligations (i) secured by a subordinate pledge of or lien on revenues from Excise Taxes and State Shared Revenues on a

parity with the Pledged Revenue Obligations, (ii) not secured by a pledge of or lien on revenues from City Transportation Sales Tax, and (iii) secured by a first pledge of or lien on revenues from any Special Excise Taxes.

“Special Excise Taxes” means any excise taxes levied or collected by or on behalf of the City for a special purpose and not the City Transportation Sales Tax or included in Excise Taxes, the revenues from which are pledged to the payment of Special Parity Obligations.

“Special Record Date” has the meaning provided in Section 2.10(d).

“State” means the State of Arizona.

“State Shared Revenues” means revenues from any excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State of Arizona or any agency thereof and returned, allocated or apportioned to the City, except the City’s share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes.

“Taxable Date” means the date on which the Interest Portion is first includable in gross income of the Owner (including, without limitation, any previous Owner) thereof as a result of an Event of Taxability as such date is established by the Commissioner, any District Director, other officer or representative of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time.)

“Tax Certificate” means the Certificate Regarding Federal Income Tax Matters with respect to the Obligations delivered by the City on the Closing Date.

“Taxable Rate” means ____ percent per annum.

Words importing persons include firms, associations and corporations, and the singular and plural forms of words shall be deemed interchangeable wherever appropriate.

Section 1.2. Interpretation.

(a) Any reference herein to the Mayor and Council of the City or any officer of the City shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect

the meaning, construction or effect hereof. References to “Articles” and “Sections” are to those in this Agreement.

Section 1.3. Obligations Not General Obligation of the City. The Obligations shall be payable solely out of the revenues and other security pledged hereby and shall not constitute an indebtedness or general obligation of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City’s general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE II SPECIAL REVENUE OBLIGATIONS

Section 2.1. Authorization of the Obligations. The Trustee is hereby authorized and directed to execute and deliver to the Owners, the Obligations, in the total principal amount of \$_____, evidencing proportionate ownership interests in the Payments. In no event shall the Obligations be deemed liabilities, debts or obligations of the Trustee.

Section 2.2. Date; Interest Accrual. The Obligations shall be dated the Closing Date, and interest represented thereby shall be payable from such date or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

Section 2.3. Payment Amounts and Dates and Interest Rates. The Obligations shall be in Authorized Denominations and be payable on January 15, 20____, in the principal amount of \$_____, and interest represented by the Obligations shall be computed at the rate of ____ percent per annum from the Closing Date (on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each).

Section 2.4. Interest on Obligations. Interest represented by the Obligations shall be payable semiannually on January 15 and July 15 of each year commencing January 15, 2018, to and including the date of payment or prepayment of the amount of principal represented by the Obligations. Except for the initial period, said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligations. The proportionate share of the portion of the Payments designated as interest with respect to the Obligations shall be computed by multiplying the portion of Payments designated as principal remaining with respect to the Obligations (whether paid as a result of mandatory prepayment or maturity) by ____ percent (on the basis of a 360-day year of twelve 30-day months), except that the first portion of the Payments designated as interest shall be for interest from the date of initial execution and delivery to January 1, 2018, and during any period while an Event of Taxability exists, such rate shall instead be the Taxable Rate; during any period while an Event of Default exists, such rate shall instead be the Default Rate and during any period while both exist, such rate shall instead be the Default Taxable Rate.

Section 2.5. Form. The Obligations shall be in fully registered, physically certificated form, registered in the name of the Owners. The Obligations shall be substantially in the form set forth in the Exhibit hereto.

Section 2.6. Execution. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If the representative whose signature appears on an Obligation ceases to be such representative before the Closing Date, such signature shall nevertheless be as effective as if the representative had remained in office until the Closing Date. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper authorized representative of the Trustee although at the nominal date of such Obligation such person shall not have been such authorized representative of the Trustee. No Obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee of any Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7. Application of Proceeds. The proceeds received by the Trustee from the sale of the Obligations shall forthwith be applied by the Trustee as follows, in the following order of priority:

- (1) \$_____ shall be paid on the Closing Date to the Escrow Trustee pursuant to the Escrow Trust Agreement
- (2) The balance shall be deposited in the Costs of Issuance Fund.

Section 2.8. Transfer and Exchange.

(a) Any Obligation may, in accordance with its terms, be transferred upon the registration books for the Obligation required to be kept pursuant to the provisions of Section 2.12 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever the Obligation shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation in fully registered, physically certificated form for the payment amount then remaining unpaid with respect to such Obligation.

(b) Obligations may be exchanged at the Designated Office for a like aggregate principal amount of Obligations of Authorized Denomination; provided, however, that there shall never be more than five Obligations Outstanding at any time. In connection with any such exchange or transfer of Obligations, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid, other than one imposed by the City (which will not be payable by the Trustee), or any fee or expense of the Trustee or the City with respect to such exchange or transfer.

(c) The Trustee may, but shall not be obligated to, exchange or register the transfer of an Obligation (i) if principal represented by the Obligation is to be prepaid, or (ii) during a period of fifteen (15) days preceding the giving of a notice of prepayment. If an Obligation subject to such prepayment is to be so transferred, any notice of prepayment which has been given to the transferor shall be binding on the transferee and a copy of the notice of prepayment shall be delivered by the Trustee to the transferee along with the duly registered Obligation or Obligations.

Section 2.9. Obligations Mutilated, Lost, Destroyed or Stolen. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation for the remaining unpaid principal amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Owner of such Obligation. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner of such Obligation, shall execute and deliver a new Obligation for the remaining unpaid principal amount as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Obligation issued under the provisions of this Section in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally any proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of Obligation which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has become due, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.10. Payment.

(a) Payment of interest due related to the Obligations on any Interest Payment Date shall be made to the persons appearing on the registration books for the Obligations maintained by the Trustee as the Owners thereof as of the Regular Record Date immediately preceding such Interest Payment Date.

(b) The principal and interest related to the Obligations shall be payable in lawful money of the United States of America.

(c) Interest and principal payable to the Owners (except interest and principal due on January 15, 20__) shall be paid by wire transfer in immediately available funds to an account in the United States of America as directed on the Regular Record Date by the Owners specifying the account address without surrender of the Obligations except as set forth

below. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice. Interest and principal payable to the Owners on January 15, 20___, shall be paid upon presentation of the Obligations at the Corporate Trust Office.

(d) Any interest related to the Obligations which is payable on, but is not punctually paid or duly provided for on, any Interest Payment Date (“Defaulted Interest”) shall forthwith cease to be payable to the Owners on the relevant Regular Record Date solely by virtue of such Owners having been such Owners. Such Defaulted Interest at the same rate as the Obligations shall thereupon be paid, together with interest thereon at the same rate per annum as such Defaulted Interest, by the Trustee (out of funds provided to it by the City) to the persons in whose name such Obligations are registered at the close of business on a special record date for the payment of such portion of Defaulted Interest as may then be paid from the sources herein provided (the “Special Record Date”). When the Trustee has funds available to pay the Defaulted Interest and interest thereon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest and interest thereon which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment by the Trustee. The Trustee shall promptly cause notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor to be mailed, first class postage prepaid, to the Owners of the Obligations at their addresses as they appear in the registration books by the Trustee for the Obligations not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest and interest thereon shall be paid to the persons in whose name the Obligations are registered on such Special Record Date.

(e) In the event the Obligations are not presented for payment at maturity, if moneys sufficient to pay the principal and interest related to the Obligations have been deposited pursuant hereto for such payment, all liability to the Owners thereof for the payment thereof will forthwith cease and be completely discharged, and thereupon it will be the duty of the Trustee to hold such moneys as provided herein, without liability for interest thereon, for the benefit of the Owners, who will thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part hereunder or on, or with respect to, the Obligations.

(f) Upon the occurrence of an Event of Taxability, the Trustee shall remit to each Owner (or former Owner, as the case may be) of the Obligation, their applicable portion of the Gross-Up Amount received from the City pursuant to Subsection 1(b) of the Purchase Agreement.

Section 2.11. Execution of Documents and Proof of Ownership.

(a) Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by the Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any

such attorney or agent, and of the ownership of Obligations shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(1) The fact and date of the execution by any Owner or the attorney or agent thereof of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(2) The fact of the ownership of Obligations by any person and the amount, the payment date and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.12.

(b) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owners of the Obligations shall bind every future Owner of the Obligations in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent. The fact of ownership of the Obligations by any person and the amount, the payment date and the number of such Obligations and the date of such person's holding the same shall be provided on the registration books maintained pursuant to Section 2.12.

Section 2.12. Obligation Register. The Trustee will keep or cause to be kept, at the Designated Office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours on any Business Day be open to inspection by the City and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Obligations as hereinbefore provided.

ARTICLE III APPLICATION OF PROCEEDS RECEIVED BY TRUSTEE; COSTS OF ISSUANCE FUND

Section 3.1. Establishment and Application of Costs of Issuance Fund.

(a) The Trustee shall establish a special trust fund designated as the "City of Peoria Series 2017 Costs of Issuance Fund" (herein referred to as the "Costs of Issuance Fund"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) Amounts in the Costs of Issuance Fund shall be disbursed for Delivery Costs. Disbursements from the Costs of Issuance Fund shall be made by the Trustee upon receipt of a requisition for disbursement (on which the Trustee is entitled to rely) executed or approved by the City Representative. Each such certificate shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed. The Trustee has no duty or obligation to confirm that such disbursements constitute Delivery Costs.

(c) On the earlier of December 1, 2017, or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a City Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund and the Costs of Issuance Fund shall be closed.

ARTICLE IV PREPAYMENT OF OBLIGATIONS

Section 4.1. Prepayment Provisions.

(a) [Principal represented by the Obligations is not subject to optional prepayment prior to January 15, 20___. Principal represented by the Obligations is subject to optional prepayment from a prepayment made by the City pursuant to Section 7 of the Purchase Agreement, in whole, but not in part, on any date on or after January 15, 20___, at a price equal to the principal amount thereof to be prepaid, together with accrued interest to the date fixed for prepayment, but without premium.???

(b) Principal represented by the Obligations shall be prepaid on January 15 of the years indicated and in the amounts indicated at a price equal to the amount thereof plus interest accrued to the date of prepayment, but without premium:

<u>Year Prepaid</u>	<u>Principal Amount Prepaid</u>
2018	\$,000
2019	,000
2020	,000
2021	,000
2022	,000
2023	,000
2024	,000
2025	,000
2026	,000
2027	,000

Section 4.2. Notice of Prepayment. The City shall, at least forty-five (45) days prior to the prepayment date, notify the Trustee of such prepayment date of the Obligation.

Section 4.3. Notice of Prepayment; Effect.

(a) The Trustee shall cause notice of the optional prepayment hereunder to be transmitted electronically to the Owners of all of the Obligations at the addresses appearing in the registration books kept for such purpose pursuant to Section 2.12. Such notice shall (1) be sent no more than 60 nor less than 30 calendar days prior to the prepayment date, (2) specify with respect to the Obligations being prepaid the prepayment date and the prepayment price, (3) set forth the name, address and telephone number of the person from whom information pertaining to the prepayment may be obtained and (4) state that on the prepayment date the Obligations will be payable at the Designated Office and that from that date interest will cease to accrue. No defect affecting any Obligation, whether in the notice of prepayment or the delivery thereof (including any failure to mail such notice), shall affect the validity of the prepayment proceedings for any other Obligations.

(b) If at the time of giving of notice of the optional prepayment of principal represented by the Obligations, there has not been deposited with the Trustee moneys or Defeasance Obligations sufficient to prepay all Obligations subject to such prepayment and the requirements of (d) below are not satisfied, then such notice shall state that the prepayment is conditional upon the deposit of moneys or Defeasance Obligations sufficient for the prepayment with the Trustee and satisfaction of such requirements not later than the opening of business on the prepayment date, and such notice will be of no effect and such Obligations shall not be prepaid unless such moneys or Defeasance Obligations are so deposited and such requirements in (d) below are met.

(c) Notice having been provided in the manner provided in (b) above, the Obligations shall become due and payable on the prepayment date and shall be paid at the prepayment price, plus accrued interest to the prepayment date.

(d) If the money or Defeasance Obligations for the prepayment of the Obligations to be prepaid, together with interest accrued thereon to the prepayment date, is held by the Trustee on the prepayment date, so as to be available therefor on that date, then from and after the prepayment date such principal thereof to be prepaid shall cease to bear interest, and, the Obligations no longer shall be considered to be Outstanding hereunder. If those moneys shall not be so available on the prepayment date, such principal shall continue to bear interest, until paid, at the same rate as they would have borne otherwise.

(e) Moneys deposited in the Payment Fund and held by the Trustee for the prepayment of the Obligations shall be held in trust for the account of the Owners and shall be paid when due.

ARTICLE V PAYMENT FUND

Section 5.1. Trustee's Rights in Purchase Agreement. The Trustee holds in trust hereunder all of its rights and duties in the Purchase Agreement, including but not limited to all of the rights to receive and collect all of the Payments and all other amounts required to be

deposited in the Payment Fund pursuant to the Purchase Agreement or pursuant hereto. All of the Payments and such other amounts to which the Seller may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder in the Payment Fund for the benefit of the Owners.

Section 5.2. Establishment and Application of Payment Fund.

(a) The Trustee shall establish a special trust fund designated as the “City of Peoria Series 2017 Payment Fund” (herein referred to as the “Payment Fund”). So long as the Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

(b) Not less than ten (10) Business Days prior to each Interest Payment Date, the Trustee shall notify the City of the amount required to be paid, after taking into account amounts which will be transferred to the Payment Fund in accordance herewith, on or before such Interest Payment Date, so that a sufficient amount will then be on deposit for both principal and interest represented by the Obligations then due. All amounts received by the Trustee as Payments pursuant to the Purchase Agreement or as transfers pursuant hereto shall be deposited in the Payment Fund.

(c) All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest represented by the Obligations as the same shall become due and payable, in accordance with the provisions of Articles II and IV.

Section 5.3. Transfers of Investment Earnings to Payment Fund. Except as otherwise directed by the City, the Trustee shall, on or before the next Interest Payment Date occurring on January 15, transfer any income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

Section 5.4. Surplus. Any surplus remaining in any of the funds created hereunder, after prepayment and payment or provision for prepayment and payment of the Obligations, including accrued interest and prepayment premium, if any, and payment of any applicable fees, expenses or indemnities to the Trustee, or provision for such prepayment and payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

ARTICLE VI
MONEYS IN FUNDS; INVESTMENT; CERTAIN TAX COVENANTS

Section 6.1. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not be

subject to levy or attachment or lien by or for the benefit of any creditor of the City or any Owners.

Section 6.2. Investments Authorized. Upon written order of the City Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments. The City Representative shall direct such investment in specific Permitted Investments. The City Representative shall be solely responsible for ascertaining that all proposed investments and reinvestments are Permitted Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Trustee for the reinvestment of any maturing investment. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee shall have no obligation to invest and reinvest any cash held by it hereunder in the absence of timely and specific written direction from the City Representative. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the City Representative as to both the suitability and legality of the directed investments. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 Code of Federal Regulations 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 6.3. Accounting. The Trustee shall furnish to the City, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.2.

Section 6.4. Allocation of Earnings. Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein. At the direction of the City Representative, any such income, profit or interest shall be transferred and applied if necessary to pay amounts due pursuant to section 148 of the Code.

Section 6.5. Valuation and Disposition of Investments. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

Section 6.6. Limitation of Investment Yield. In the event the City is of the opinion that it is necessary to restrict or limit the yield on the investment of any amounts paid to or held by the Trustee hereunder in order to avoid the Obligations, or any of them, being considered “arbitrage bonds” within the meaning of section 148 of the Code, the City Representative may issue to the Trustee a written certificate to such effect (along with appropriate instructions), in which event the Trustee will take such action as is instructed so to restrict or limit the yield on such investment in accordance with the specific instructions contained in such certificate.

Section 6.7. Other Tax Covenants. In consideration of the acceptance and execution of the Purchase Agreement by the Trustee and the purchase by the Owners of the Obligations, and in consideration of retaining the exclusion of the portion of each Payment denominated as and comprising interest pursuant to the Purchase Agreement and received by the Owners of the Obligations for federal income tax purposes, the City shall, from time to time, neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in such portion of each such Payment becoming subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the Purchase Agreement or such laws as they may be modified or amended or tax laws later adopted. The City shall comply with such requirement(s) and will take any such action(s) as are necessary to prevent such portion of each such Payment from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements required by any Special Counsel’s Opinion; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the Obligations; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys held pursuant to this Trust Agreement and limiting the use of the proceeds of the Obligations and property refinanced thereby.

ARTICLE VII THE TRUSTEE

Section 7.1. Appointment of Trustee. The City hereby authorizes and directs the Trustee to, and the Trustee shall, execute and deliver the Purchase Agreement, as Seller, and receive all moneys required to be deposited with the Trustee hereunder and shall allocate, use and apply the same as provided in this Trust Agreement. The City shall maintain as the Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or State authority, so long as any of the Obligations are outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Section 7.2. Liability of Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute this Trust Agreement, the recitals of facts, covenants and agreements herein, in the Purchase Agreement and in the Obligations shall be taken as statements, covenants and agreements of the City, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity hereof or sufficiency of this Trust Agreement, the Purchase Agreement or the Obligations or shall incur any responsibility in respect hereof or thereof, other than in connection with the duties or obligations herein or in the Obligations assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied obligations or covenants should be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of its own affairs.

Section 7.3. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 7.1, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 7.4. Protection and Rights of the Trustee.

(a) The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to take any action at the request of the Owners unless the Obligations shall be deposited with the Trustee. The Trustee may consult with counsel with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(b) Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the City Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept

other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(c) The Trustee may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of the Obligations.

(d) The recitals, statements and representations by the City contained in this Trust Agreement, the Purchase Agreement or in the Obligations shall be taken and construed as made by and on the part of the City and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

(e) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(f) No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(g) The Trustee shall not be accountable for the use or application by the City or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(h) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Prepaid Leasehold. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Trust Agreement for the acquisition of the Prepaid Leasehold.

(i) Notwithstanding any provision in this Trust Agreement or the Purchase Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under Section 9(a)(i)(A) of the Purchase Agreement, unless a Responsible Officer of the Trustee has

actual notice thereof or is specifically notified in writing of such default by the City or the Owners of the Obligations.

(j) The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by unsecured email, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee email or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the Prepaid Leasehold.

(m) Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest represented by the Obligations as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated, to have resulted from its negligence or willful default in connection with any action so taken.

(n) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of the Obligations relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

Section 7.5. Compensation of Trustee. The City shall from time to time, pursuant to a fee schedule agreed to between the City and the Trustee (which schedule may be amended in writing), pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 7.6. Removal and Resignation of Trustee.

(a) The City (but only if no Event of Default has occurred and is continuing) or the Owners of the Obligations, at any time upon thirty (30) days' prior written notice, and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Trustee may at any time resign by giving written notice to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the City does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation or its giving notice of removal, the retiring Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the City shall execute any documents reasonably required to effect the transfer of rights and obligations of the Trustee to the successor trustee subject, however, to the terms and conditions herein set forth, including, without limitation, the right of the predecessor Trustee to be paid and reimbursed in full for its reasonable charges and expenses (including reasonable fees and expenses of its counsel) and the indemnification under Sections 7.4 and 10.3. Upon such acceptance, the successor trustee shall mail notice thereof to the Owners of the Obligations at their addresses set forth on the registration books for the Obligations maintained pursuant to Section 2.12.

Section 7.7. Appointment of Agent. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement and to hold title to property or to take any other action which may be desirable or necessary.

Section 7.8. Commingling. The Trustee may commingle any of the funds held by it pursuant to this Trust Agreement in a separate fund or funds for investment purposes

only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 7.9. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City, or any of its agents, at any time, upon reasonable prior notice, during regular business hours. The Trustee shall provide the City Representative with semiannual reports of funds transactions and balances.

ARTICLE VIII MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 8.1. Amendments Permitted.

(a) This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement which shall become effective when the written consent of the Owners of a majority of the principal amount of Obligations Outstanding shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the final payment of principal represented by any Obligation or reducing the interest represented thereby or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of this Trust Agreement or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental or amending agreement shall become effective as provided in Section 8.2.

(b) This Trust Agreement and the rights and obligations of the Owners of the Obligations, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement, without the consent of any such Owner, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Trustee (for its own behalf) or the City, (2) to secure additional revenues or provide additional security or reserves for payment of the Obligations, (3) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (4) to provide for the appointment of a successor trustee pursuant to the terms hereof, (5) to preserve the exclusion of interest represented by the Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to issue bonds or incur other obligations the interest on which is likewise exempt from federal and State income taxes, (6) to cure, correct or supplement any ambiguous or defective provision contained herein or therein or (7) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially adversely affect the interests of the Owners of the Obligations as evidenced by a Special Counsel's Opinion delivered by the City to

the Trustee. Any such supplemental or amending agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee may rely upon the Special Counsel's Opinion as conclusive evidence that any such supplemental or amending agreement complies with this Section.

Section 8.2. Procedure for Amendment With Written Consent of Obligation Owner.

(a) This Trust Agreement and the Purchase Agreement may be amended by supplemental or amending agreement as provided in this Section in the event the consent of the Owners of the Obligations is required pursuant to Section 8.1(a). A copy of such supplemental or amending agreement, together with a request to the Owners of a majority of the principal amount of Obligations Outstanding for their consent thereto, shall be mailed by the Trustee to the Owners of the Obligations, but failure to mail copies of such supplemental or amending agreement and request shall not affect the validity of the supplemental or amending agreement when assented to as provided in this Section 8.2.

(b) Such supplemental or amending agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of a majority of the principal amount of Obligations Outstanding and a notice shall have been mailed as hereinafter in this Section provided. The consent of the Owners of the Obligations shall be effective only if accompanied by proof of ownership of the Obligations, which proof shall be such as is permitted by Section 2.11. Any such consent shall be binding upon the Owners and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owners or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of a majority of the principal amount of Obligations Outstanding shall have filed their consent to such supplemental or amending agreement, the Trustee shall mail a notice to the Owners of the Obligations in the manner hereinbefore provided in this Section for the mailing of such supplemental or amending agreement of the notice of adoption thereof, stating in substance that such supplemental or amending agreement has been consented to by the Owners of a majority of the principal amount of Obligations Outstanding and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental or amending agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental or amending agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all the Obligations after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within sixty (60) days.

Section 8.3. Effect of Supplemental Trust Agreement. From and after the time any supplemental or amending agreement becomes effective pursuant to this Article VIII, this Trust Agreement or the Purchase Agreement, as the case may be, shall be deemed to be

modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental or amending agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Purchase Agreement, as the case may be, for any and all purposes.

Section 8.4. Endorsement or Replacement of Obligation Delivered After Amendments. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of the affected Obligation for such purpose at the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified as in the opinion of the Trustee is necessary to conform to the Obligation Owners' action, which substitute Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Obligation then Outstanding, such substitute Obligation shall be exchanged at the Designated Office of the Trustee, without cost to the Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

Section 8.5. Amendatory Endorsement of Obligations. The provisions of this Article shall not prevent any Obligation Owner from accepting any amendment or supplement as to the particular Obligations, provided that proper notation thereof is made on the Obligations.

ARTICLE IX COVENANTS, NOTICES

Section 9.1. Compliance With and Enforcement of Purchase Agreement. The City shall perform all obligations and duties imposed on it under the Purchase Agreement and shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default. The City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting any such action will deliver the same, or a copy thereof, to the Trustee.

Section 9.2. Observance of Laws and Regulations. The City shall well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 9.3. Recordation and Filing. The City shall file this Trust Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Owner. The Trustee has no duty or obligation to determine the sufficiency of any such filings.

Section 9.4. Further Assurances. The Trustee (at the reasonable request of the City) and the City shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Purchase Agreement and for the better assuring and confirming unto the Owner the rights and benefits provided herein.

Section 9.5. Notification to the City of Failure to Make Payments. The Trustee shall notify the City of any failure by the City to make any Payment or other payment required under the Purchase Agreement to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default.

Section 9.6. Business Days. Except as otherwise required herein, if this Trust Agreement or the Purchase Agreement requires any party to act on a specific day and such day is not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

Section 9.7. Providing Audits; Other Information. The City shall provide notice to the Owner so long as it is Pinnacle Public Finance, Inc. when the audited financial statements of the City for the preceding Fiscal Year are available on the website of the City which shall be within 270 days of the end of such Fiscal Year. The City shall also provide such other information with respect to the financial condition of the City as the Owner may from time to time reasonably request and is reasonably available to the City.

ARTICLE X LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the City. Except for the payment of Payments from Pledged Revenues when due in accordance with the Purchase Agreement and the performance of the other covenants and agreements of the City contained in the Purchase Agreement and herein, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Obligations or the distribution of Payments to the Owners by the Trustee.

Section 10.2. No Liability of the City for Trustee Performance. The City shall have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 10.3. Indemnification of the Trustee.

(a) To the extent permitted by law, the City shall indemnify and save the Trustee and its officers, directors, agents and employees, harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (1) the use, maintenance, condition or management of, or from any work or thing done on, the Prepaid Leasehold or any portion thereof or interest therein by the City; (2) any breach or default on the part of the City in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of Prepaid Leasehold or any interest therein; (3) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Prepaid Leasehold; (4) any act of negligence of any assignee of, or purchaser from, the City or of any of its or their agents, contractors, servants, employees or licensees with respect to the Prepaid Leasehold; (5) the acquisition of the Prepaid Leasehold or any interest therein; (6) the actions of any other party, including but not limited to the operation or use of the Prepaid Leasehold or interest therein by the City; (7) the ownership of the Prepaid Leasehold or interest therein or (8) the exercise and performance by the Trustee of its powers and duties hereunder, under the Purchase Agreement or the Obligations or in connection with any document or transaction contemplated herewith or therewith. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence or breach of duty under this Trust Agreement by the Trustee, or by its officers, agents, employees, successors or assigns. As security for the payment of amounts due under Section 7.5 and this Section, the Trustee shall be secured under this Trust Agreement by a lien prior to that for the Obligations. The obligations of the City hereunder for indemnification under this Section shall remain valid and binding notwithstanding, and shall survive, the payment or prepayment of principal represented by the Obligations or resignation or removal of the Trustee or the termination of this Trust Agreement.

(b) Promptly after determining that any event or condition which requires or may require indemnification by the City hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, the Trustee shall notify the City in writing of such circumstances or action (the "Notification"). Failure to give such notification shall not affect the right of the Trustee to receive the indemnification provided for herewith. Upon giving of the Notification, the Trustee shall cooperate fully with the City in order that the City may defend, compromise or settle any such matters or actions which may result in payment by the City hereunder. The City shall give the Trustee notice of its election within fifteen (15) days after receiving the Notification whether the City, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder; provided, however the Trustee may retain its own counsel and still be indemnified against the cost of employing counsel and all other reasonable expenses despite an assumption of the defense by the City if the Trustee believes in good faith that there are defenses available to it which are adverse to or in conflict with those available to the City and which the Trustee believes in good faith cannot be effectively asserted by counsel. The Trustee always has the right to employ separate legal counsel but, subject to the preceding sentence, the fees and expenses of its separate legal counsel must be paid by the Trustee unless the City and the Trustee have mutually agreed to the employment of the Trustee's separate legal counsel. If the City timely gives the notice that it

will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the City hereunder. The City shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the City shall pay all losses and the Trustee shall be fully released from such claim or action. If the City either fails to timely give its notice or notifies the Trustee that the City will not represent and defend the Trustee, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion, at the expense of the City. In the event the City is required to and does indemnify the Trustee as herein provided, the rights of the City shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 10.4. Opinion of Counsel. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES OF OBLIGATION OWNERS

Section 11.1. Seller's Rights Held in Trust. As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the Purchase Agreement, including without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the Purchase Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of Pledged Revenues for the payment of the Obligations.

Section 11.2. Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of a majority of the principal amount of Obligations Outstanding and receiving indemnity satisfactory to it shall, exercise one or more of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything herein or in the Purchase Agreement to the contrary, there shall be no right under any circumstances to accelerate the payment date of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Section 11.3. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of this Article XI or Section 9 of the Purchase Agreement shall be applied by the Trustee in the order following, in the case of the Obligations, upon presentation of the several Obligations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Owners in declaring such Event of Default, including reasonable compensation to the Owners' or the Trustee's agents, attorneys and counsel and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations and, in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 11.4. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority of the principal amount of Obligations Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of the Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

Section 11.5. Non-waiver. Except as otherwise provided in this Article, the Owners have the right to institute suit to enforce and collect the Payments as provided in the Purchase Agreement. No delay or omission of the Trustee or of any Owners of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or the Owners of the Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners of the Obligations.

Section 11.6. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of the Obligations, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owners.

Section 11.7. Limitation on Obligation Owners' Right to Sue.

(a) The Owners shall not have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (1) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (2) the Owners of a majority of the principal amount of Obligations Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (3) such Owner shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred in compliance with such request and (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

(b) Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owners of Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Obligations shall have any right in any manner whatever by its action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal and proportionate benefit of all Owners of the Outstanding Obligations.

(c) The right of the Owners to receive payment of said Owners' proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owners, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XII MISCELLANEOUS

Section 12.1. Defeasance.

(a) If and when the Obligations shall be paid and discharged in any one or more of the following ways:

(1) By paying or causing to be paid the principal and interest represented by such Obligations Outstanding, as and when the same become due and payable;

(2) By depositing with a Depository Trustee, in trust for such purpose, at or before the payment date therefor, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all principal and interest represented by such Obligations Outstanding; or

(3) By depositing with a Depository Trustee, in trust for such purpose, Defeasance Obligations which are noncallable in such amount as shall be certified to the Trustee and the City in a report by an independent firm of nationally recognized certified public accountants acceptable to the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all principal and interest represented by the Obligations at the payment or prepayment dates, which deposit may be made in accordance with the provisions of Section 7 of the Purchase Agreement;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to such Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to subsections (2) or (3) of this Section and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to subsections (2) or (3), the

Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such funds.

(b) Any funds held by the Trustee, at the time of one of the events described in paragraph (a) of this Section, which are not required for the payment to be made to the Owners or for the payment of any other amounts due and payable by the City hereunder or under the Purchase Agreement, shall be paid over to the City.

(c) The Obligations may be paid and discharged as provided in this Section; provided however, that if principal represented by the Obligations is to be prepaid, notice of such prepayment shall have been given in accordance with the provisions hereof or the City shall have submitted to the Trustee instructions to be irrevocable as to the date upon which the Obligations are to be prepaid and as to the giving of notice of such prepayment; and provided further, that if the Obligations will not be payable within sixty (60) days of the deposit referred to in subsections (2) or (3) of this Section, the Trustee shall give notice of such deposit by first class mail to the Owners.

(d) No Obligations may be provided for as described in this Section if, as a result thereof, or of any other action in connection with which the provisions for payment of such Obligation is made, the interest payable on the Obligation is thereby made includable in gross income for federal income tax purposes. The Trustee, the Depository Trustee and the City may rely upon a Special Counsel's Opinion to the effect that the provisions of this Subsection will not be breached by so providing for the payment of any Obligations.

Section 12.2. Notices. All written notices to be given under this Trust Agreement shall be given by overnight delivery or courier or by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States of America mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the City: City of Peoria, Arizona
 8401 West Monroe Street
 Peoria, Arizona 85345
 Attention: Chief Financial Officer

If to the Trustee: Zions Bank, a Division of ZB, National Association
 6001 North 24th Street
 Phoenix, Arizona 85016
 Attention: _____

Section 12.3. Incorporation of State Statutes.

(a) As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City

is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Trust Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Trust Agreement on behalf of the City within three years from the execution of this Trust Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by the City. No basis exists for the City to cancel this Trust Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Trustee of the foregoing shall be deemed a material breach of this Trust Agreement and may result in the termination of the services of the Trustee. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the Trustee. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the Town determines that the Trustee’s certification above is false or that it has breached such agreement, the Town may impose remedies as provided by law.

Section 12.4. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 12.5. Binding Effect and Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the City or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.6. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Trust Agreement.

Section 12.7. Destruction of Cancelled Obligations. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery

to the City of the Obligations, the Trustee may destroy such Obligations and, upon the City's request, deliver a certificate of such destruction to the City instead.

Section 12.8. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 12.9. Parties Interested Herein. Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee and the Owner, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the Owners of the Obligations.

Section 12.10. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.11. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

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

ZIONS BANK, A DIVISION OF ZB, NATIONAL
ASSOCIATION, as Trustee

By_____

Printed Name:_____

Title:_____

CITY OF PEORIA, ARIZONA

By_____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT

(Form of Obligation)

Number: R-.....

Principal Amount: \$.....

PLEDGED TRANSPORTATION TAX REVENUE
REFUNDING OBLIGATION, SERIES 2017
Evidencing the Interest of the Owner
Hereof in Payments to be Made by

THE CITY OF PEORIA, ARIZONA

to

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION,
as Trustee

<u>Interest Rate:</u>	<u>Maturity Date:</u>	<u>Dated Date:</u>
_____ %	January 15, 20__	_____, 2017

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The registered owner identified above, or registered assigns, as the registered owner of this Pledged Transportation Tax Revenue Refunding Obligation, Series 2017 (this "Obligation") is the owner of all of the interests in the rights to receive certain "Payments" under and defined in that certain First Purchase Agreement, dated as of October 1, 2017 (the "Purchase Agreement"), by and between Zions bank, a Division of ZB, National Association (the "Trustee"), and the City of Peoria, Arizona, a municipal corporation under the laws of the State of Arizona (the "City"), which Payments and other rights and interests under the Purchase Agreement are held by the Trustee in trust under that certain First Trust Agreement, dated as of October 1, 2017 (the "Trust Agreement"), by and between the City and the Trustee. The Trustee maintains a corporate trust office for payment and transfer of this Obligation (the "Designated Office").

The registered owner of this Obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the payment date set forth above, the principal amount hereof and to receive semiannually on January 15 and July 15 of each year commencing January 15, 2018 (the "Interest Payment Dates"), until payment in full of the portion of the Payments designated principal or prepayment prior thereto, the portion of the Payments designated as interest coming due during the period commencing on the last date on which interest was paid and ending on the day prior to the Interest Payment Date or, if no interest has been paid, from the Dated Date specified above. Said interest is the result of the multiplication of said principal by the interest

rate per annum set forth above (subject to adjustment upon an Event of Default (as such term and all other undefined terms used herein are defined in the Trust Agreement) or an Event of Taxability as provided in the Trust Agreement). Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each. If an Event of Taxability shall occur, the Gross-Up Amount shall be paid.

Principal and interest represented by this Obligation are payable in lawful money of the United States of America as provided in the Trust Agreement and the other amounts due with respect hereto. The records of the Trustee prevail in the event of discrepancy as to payment.

The Trustee has no obligation or liability to the registered owner of this Obligation for the payment of interest or principal represented by this Obligation. The Trustee's sole obligations are to administer, for the benefit of the registered owner of this Obligation, the various funds and accounts established pursuant to the Trust Agreement. (The recitals, statements, covenants and representations made in this Obligation shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.)

This Obligation has been executed and delivered by the Trustee pursuant to the terms of, and for the purposes described in, the Trust Agreement. The City is authorized to enter into the Purchase Agreement and the Trust Agreement under the laws of the State of Arizona and by resolution of the Mayor and Council of the City adopted on September 19, 2017. Reference is hereby made to the Purchase Agreement and the Trust Agreement (copies of which are on file at the Designated Office) for further definitions, the terms, covenants and provisions pursuant to which this Obligation is delivered, the rights thereunder of the registered owner of this Obligation, the terms under which the Trust Agreement or the Purchase Agreement may be modified or supplemented, the rights, duties and immunities of the Trustee and the security for, and the rights and obligations of the City under the Purchase Agreement (including with respect to certain obligations secured on a senior lien basis by, and to be secured on a parity lien basis with, the security for the Payments and to certain limitations on such security), to all of the provisions of which Purchase Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees. (To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement and the Purchase Agreement may be amended by the parties thereto with the written consent of the owners of a majority of the obligations of which this Obligation is one (the "Obligations"), and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case such owner's proportionate share of any Payment thereof in accordance with this Obligation.)

The obligation of the City to make the Payments does not represent or constitute a general obligation of the City for which the City is obligated to levy or pledge any form of taxation nor does the obligation to make the Payments under the Purchase Agreement constitute an indebtedness of the City, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Neither the Trustee nor the registered owners of the Obligations shall have any right under any circumstances to accelerate the payment date of the Obligations or otherwise declare any of the Payments not then past due or in default to be immediately due and payable; however, the amount of each of the Payments denominated as and comprising interest shall be calculated at the Default Rate. (This Obligation represents an interest in a limited obligation of the City (as described herein), and no member of the Mayor and Council, officer or agent, as such, past, present or future, of the City shall be personally liable for the payment hereof.)

This Obligation is executed and delivered only in fully registered, physically certificated form and shall not be transferable or exchangeable, except as provided in the Trust Agreement.

This Obligation may be exchanged for Obligations in authorized denominations.

This Obligation is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the Designated Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Obligation. Upon such transfer a new Obligation, for the principal amount remaining payable at maturity will be delivered to the transferee in exchange therefor. The City and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Obligation shall be overdue, and the City and the Trustee shall not be affected by any notice to the contrary.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or governmental charges required by law in connection with the exchange or transfer.

The Trustee may, but shall not be obligated to, exchange or register the transfer of this Obligation (i) if this Obligation has been selected for prepayment, or (ii) during a period of fifteen (15) days preceding the giving of a notice of prepayment. If this Obligation is so transferred, any notice of prepayment which has been given to the transferor shall be binding on the transferee, and a copy of the notice of prepayment shall be delivered by the Trustee to the transferee along with the duly registered Obligation.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Purchase Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

[Principal represented by the Obligation is subject to optional prepayment in whole, but not in part, on any date on or after _____ 15, 20__, at a price equal to the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment but without premium. **???**]

Principal represented by this Obligation shall be prepaid on January 15 of the years indicated and in the principal amounts indicated at a price equal to the amount thereof plus interest accrued to the date of prepayment, but without premium:

<u>Year Prepaid</u>	<u>Principal Amount Prepaid</u>
2018	\$,000
2019	,000
2020	,000
2021	,000
2022	,000
2023	,000
2024	,000
2025	,000
2026	,000
2027	,000

The Trustee shall give notice of any optional prepayment of this Obligation as provided above no more than 60 nor less than 30 calendar days prior to the prepayment date to the registered owner at its address provided to the Trustee. A certificate of the Trustee shall conclusively establish the mailing of any such notice for all purposes.

If at the time of mailing of the notice of prepayment there has not been deposited with the Trustee moneys or eligible securities sufficient to prepay and other requirements set forth in the Trust Agreement are not met, such notice shall state that it is conditional, subject to the deposit of moneys sufficient for the prepayment and satisfaction of such conditions. If the principal of the Obligations is subject to prepayment and if on the prepayment date moneys for the prepayment thereof are held by the Trustee and those other conditions are met, thereafter such principal to be prepaid shall cease to bear interest, and shall cease to be secured by, and shall not be deemed to be outstanding under, the Trust Agreement. The failure to receive any notice of prepayment, or any defect in such notice in respect of any Obligation, shall not affect the validity of prepayment of any Obligation.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the execution and delivery of this Obligation have happened, have been done, do exist and have been performed in regular and due form and time as required by law.

This Obligation shall not be entitled to any security or benefit under the Trust Agreement until executed by the Trustee.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution:

ZIONS BANK, A DIVISION OF ZB, NATIONAL
ASSOCIATION,
as Trustee

By.....
Authorized Representative

TRANSPORTATION TAX ESCROW TRUST AGREEMENT

by and between

THE CITY OF PEORIA, ARIZONA,

and

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION
as Escrow Trustee

Dated as of October 1, 2017

TRANSPORTATION TAX ESCROW TRUST AGREEMENT

THIS TRANSPORTATION TAX ESCROW TRUST AGREEMENT, dated as of October 1, 2017 (this "Agreement"), by and between the CITY OF PEORIA, ARIZONA, a municipal corporation under the laws of the State of Arizona (the "City"), for its own benefit and for the benefit of the PEORIA MUNICIPAL DEVELOPMENT AUTHORITY, INC. (the "Corporation"), and ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION, a national banking association authorized to exercise trust powers under the laws of the State of Arizona, as escrow trustee (the "Trustee"),

WITNESSETH:

WHEREAS, the Mayor and Council of the City, by resolution adopted on September 19, 2017 (the "Resolution"), has authorized the execution and delivery of certain Pledged Transportation Tax Revenue Refunding Obligations, Series 2017 (the "Refunding Obligations"), a portion of the proceeds of which will provide funds to be used to redeem the Corporation's Revenue Bonds, Series 2012 (the "Obligations Being Refunded"), as further described in the report of Causey Demgen & Moore P.C. with respect to the refunding of the Obligations Being Refunded (the "Report"); and

WHEREAS, the Trustee shall accept and administer the trust created hereby which is to be irrevocable with respect to the safekeeping and handling of the moneys and securities to be held in trust for the payment of the Obligations Being Refunded;

NOW, THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. On _____, 2017 (the "Delivery Date"), there was deposited (i) cash in the amount of \$_____ (the "Initial Cash Deposit") and (ii) the securities described in the Report (the "Securities"), all of which are and shall be only obligations issued or guaranteed by the United States of America which are not callable (or additional funds which are either proceeds of the sale of the Refunding Obligations or funds of the City sufficient to permit the Trustee to purchase the Securities on the Delivery Date), to be held by the Trustee in a special and separate trust fund, designated as the "City of Peoria, Arizona Refunding (2017) Trust Fund" (the "Trust Fund"). The Initial Cash Deposit and the Securities shall be deposited in the Trust Fund immediately upon receipt thereof by the Trustee from the City. As determined in the Report, the maturing principal amount of the Securities, together with the scheduled interest thereon and the Initial Cash Deposit, are sufficient to assure that the amounts available in the Trust Fund will be sufficient to pay when due the interest on and the principal of the Obligations Being Refunded as the same mature or are prepaid.

Section 2. (A) The Trustee shall, at all times, hold the Initial Cash Deposit and the Securities in the Trust Fund for the benefit of the City, the Corporation and the registered owners of the Obligations Being Refunded, and shall maintain the Trust Fund wholly segregated

from other funds and securities on deposit with the Trustee, shall never commingle the Initial Cash Deposit and the Securities with other funds or securities of the Trustee and shall never at any time use, loan or borrow the same in any way so that sufficient funds shall be available to pay the interest requirements of the Obligations Being Refunded as the same accrue and become due and payable from time to time and to pay the principal of the Obligations Being Refunded as the same shall become due and payable on the dates the Obligations Being Refunded are to be paid or redeemed as set forth in the Report (the "Payment Schedules").

(B) The Trustee shall reinvest cash balances held in the Trust Fund, only upon receipt of written direction from the City, and to the extent not required for the payment of the principal of and interest on the Obligations Being Refunded as set forth in the Payment Schedules, in United States Treasury Certificates of Indebtedness, State and Local Government Series ("SLGS"), at a zero percent (0.0%) interest rate, maturing on the next succeeding semiannual debt service payment date for the Obligations Being Refunded (the "Restricted Reinvestment Obligations"), provided that amounts which may not be so invested shall be held in cash and shall not be invested. (The Initial Cash Deposit shall be held in the Trust Fund in cash and shall not be invested.) Such investments shall be made only to the extent permitted by, and shall be made in accordance with, the applicable statutes, rules and regulations governing such investments issued by the Bureau of the Fiscal Service. Such rules and regulations currently require that a subscription for purchase of the investment be submitted at least 15 (or, for subscriptions of less than \$10,000,000, five) but no more than 60 days prior to the date of investment. If the Department of the Treasury (or the Bureau of the Fiscal Service) of the United States suspends the sale of SLGS causing the Trustee to be unable to purchase SLGS, then the Trustee shall reinvest cash balances held in the Trust Fund at the written direction of the City. The Trustee shall hold balances not so invested in accordance with Section 4 hereof.

(C) The Trustee may sell or redeem the Securities in advance of their maturity dates and invest the proceeds of such sale or redemption or other moneys credited to the Trust Fund in connection with such sale or redemption in other non-callable obligations issued or guaranteed by the United States of America (the "Substitute Securities") only upon receipt of written instructions from the Chief Financial Officer of the City to do so and receipt by the parties hereto and the City of (1) an opinion in form and substance satisfactory to them from a nationally recognized bond counsel to the effect that such action will not affect adversely the status of the interest on the Obligations Being Refunded or the Refunding Obligations for federal income tax purposes and will not affect adversely the right of the City to issue obligations the interest on which is excludable from gross income for federal income tax purposes and (2) a report from a nationally recognized accountant or firm of accountants selected by the City verifying the accuracy of the arithmetic computations of the adequacy of the proceeds from the liquidation together with any other moneys and the maturing principal of and interest on the Substitute Securities to be credited to the Trust Fund, to pay when due the interest on the Obligations Being Refunded and the principal of the Obligations Being Refunded as set forth in the Payment Schedules as they become due at maturity or upon prior redemption. Upon any such sale or redemption of investments and reinvestment, any amounts not needed in the Trust Fund to provide for payments on the Obligations Being Refunded, as shown by such accountant's report, may be withdrawn from the Trust Fund at the direction of the City, returned to the City and applied for the benefit of the City in accordance with applicable law.

(D) If on the Delivery Date the Trustee did not receive any of the Securities (the “Failed Escrow Securities”), the Trustee may have accepted, as temporary substitutes, cash or, at the same purchase price, other obligations issued or guaranteed by the United States (the “Temporary Escrow Securities”) the payments on which are scheduled to provide, as determined by an independent certified public accountant selected by the City, along with such cash, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they were substituted. (The Trustee relied upon a report of a firm of independent certified public accountants that the condition in the preceding sentence was satisfied.) If the Temporary Escrow Securities were delivered, thereafter, upon delivery to the Trustee of the Failed Escrow Securities together with any amounts paid thereon subsequent to the Delivery Date, the Trustee shall return an amount of such cash and the Temporary Escrow Securities, and any amount paid, thereon subsequent to the Delivery Date, corresponding to the Failed Escrow Securities which the Temporary Escrow Securities replaced.

Section 3. The debt service on the Obligations Being Refunded shall be paid from the following sources in the order listed below:

- (1) The Initial Cash Deposit.
- (2) Cash receipts from the Securities, the Restricted Reinvestment Obligations, the Substitute Securities or the Temporary Escrow Securities.

Amounts available from such sources shall be applied consistently with the Payment Schedules.

Section 4. Any moneys credited to the Trust Fund which are not invested in the Securities, the Restricted Reinvestment Obligations, the Substitute Securities or the Temporary Escrow Securities as provided herein shall be held as a demand deposit and shall be secured in the same manner as deposits of public moneys or invested in direct general obligations of the United States of America.

Section 5. (A) The Trustee shall make timely payments from the Trust Fund to The Bank of New York Mellon Trust Company, N.A., as the trustee for the Obligations Being Refunded (the “Prior Trustee”), in the amounts and on the dates necessary to permit the payment when due as set forth in the Payment Schedules of the principal of and interest on the Obligations Being Refunded as the same become due and payable or when the Obligations Being Refunded are to be redeemed.

(B) The City hereby irrevocably instructs the Prior Trustee to, and the Prior Trustee shall, as soon as possible, cause notice of the redemption of the Obligations Being Refunded to be provided in the form and by the means required by the trust indenture securing payment of the Obligations Being Refunded (the “Prior Indenture”), and, if applicable, to The Depository Trust Company, New York, New York (“DTC”), and through the Electronic Municipal Market Access system (“EMMA”), with such additional information as is deemed appropriate.

(C) The City further hereby irrevocably instructs the Prior Trustee, for and on behalf of the City and the Corporation, to cause notice of redemption of the Obligations Being Refunded to be provided in the form and by the means required by the Prior Indenture, and, if applicable, to DTC and through EMMA, with such additional information as is deemed appropriate.

(D) Any costs incurred in mailing the notices described in (B) and (C) hereinabove may be billed to the City.

Section 6. If, at any time or times, there are insufficient funds on hand in the Trust Fund for the payment of the principal of and interest on the Obligations Being Refunded as the same become due as set forth in the Payment Schedules, the Trustee shall promptly notify the City of such deficiency by telephone and by registered first class mail, postage prepaid.

Section 7. On February 1, 2018, the Trustee shall submit to the City a report covering all moneys the Trustee has received and all payments the Trustee has made under the provisions hereof during the six-month period ending January 1, 2018. Each report also shall list all investments and moneys on deposit with the Trustee as of the date of the report.

Section 8. For its services hereunder, the Trustee shall receive the sum of \$3,500.00 upon the date of delivery of the Refunding Obligations. The Trustee shall not make claim upon or expect payment from any amounts held hereunder for payment of any other amounts due or claimed to be due to the Trustee.

Section 9. When all amounts payable with respect to the Obligations Being Refunded have become due and the Prior Trustee has on deposit all moneys necessary for the payment of such amounts, the Trustee shall on the business day next succeeding the date the last of the Obligations Being Refunded is prepaid, transfer all moneys and investments credited to the Trust Fund in excess of the amounts needed to pay the amounts payable on the Obligations Being Refunded to the City to be applied for the benefit of the City in accordance with applicable law.

Section 10. The registered owners of the Obligations Being Refunded have a beneficial interest in the Trust Fund. It is therefore expressly recited, understood and agreed by the parties hereto that this Agreement shall not be revoked and shall not be amended in any manner which may adversely affect the rights herein sought to be protected until the provisions of this Agreement have been fully carried out.

Section 11. The Trustee shall be under no obligation to inquire into or be otherwise responsible for the performance or nonperformance by the City of any of its obligations or to protect any of the rights of the City under any of the proceedings with respect to the Obligations Being Refunded or the Refunding Obligations. The Trustee shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing except for its negligence or its default in the performance of any obligation imposed upon it under the terms of this Agreement. The Trustee shall not be

liable or responsible for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions hereof.

Section 12. The City shall have the right to audit the books, records and accounts of the Trustee insofar as they pertain to the Trust Fund.

Section 13. Except as otherwise provided herein, neither this Agreement or the Trust Fund may be assigned by the Trustee without the prior written consent of the City unless the Trustee is required by law to divest itself of its interest in its corporate trust department or unless the Trustee sells or otherwise assigns all or substantially all of its corporate trust business, in which event the Trust Fund shall be continued by the successor in interest of the Trustee. Any trust company or national banking association into which the Trustee or its successor may be converted, merged or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business as a whole shall be the successor of the Trustee with the same rights, powers, duties and obligations and subject to the same restrictions, limitations and liabilities as its predecessor, all without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 14. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties hereby declare that they would have executed this Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted. In construing this Agreement, it should be noted that the Refunding Obligations and the Obligations Being Refunded are intended to be obligations the interest on which is excludable from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the provisions hereof should be construed to permit that result.

Section 15. Notice shall be sufficient hereunder, if it is contained in a writing to the City at 8401 West Monroe Street, Peoria, Arizona 85345, Attention: Chief Financial Officer or to the Trustee at Zions Bank, a Division of ZB, National Association, Attention: Corporate Trust Services, or any other address which may be designated from time to time by any party in writing delivered to the City or the Trustee, as applicable, or is provided by facsimile means in a form acceptable to the recipient.

Section 16. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the subject matter hereof, and no party hereto has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Agreement.

Section 17. (A) To the extent applicable by provision of law, the Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that the City may within three years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

(B) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Trustee by the City. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the foregoing. The Trustee shall keep such papers and records open for random inspection during normal business hours by the City. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(C) Pursuant to Section 35-393 et. seq., Arizona Revised Statutes, the Trustee hereby certifies it is not currently engaged in, and for the duration of the Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the Town determines that the Trustee’s certification above is false or that it has breached such agreement, the Town may impose remedies as provided by law.

Section 18. This Agreement may be executed in several counterparts, each of which shall be an original, all of which together shall constitute but one instrument.

Section 19. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

CITY OF PEORIA, ARIZONA, a municipal
corporation under the laws of the State of Arizona,
as purchaser

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

ZIONS BANK, A DIVISION OF ZB, NATIONAL
ASSOCIATION, as the Trustee

By.....
Authorized Representative

ACKNOWLEDGED BY THE BANK OF NEW
YORK MELLON TRUST COMPANY, N.A.,
as the Prior Trustee

By.....
Authorized Representative

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C.

Date Prepared: 8/28/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Chris M. Jacques, AICP, Planning Director
SUBJECT: Life in Christ Lutheran Church Annexation, Northwest Corner 75th Avenue and Banff Lane

Purpose:

This is a request for the City Council to adopt an Ordinance approving the annexation of approximately 2.18 acres of privately owned property, located at the northwest corner of Banff Lane and 75th Avenue.

Background/Summary:

Life in Christ Lutheran Church has initiated a request to annex one parcel of privately owned property, totaling 95,334 square feet (approximately 2.18 acres), located on the northwest corner of Banff Lane & 75th Avenue. The subject property is more specifically depicted in the legal description and map attached to this report as Exhibit 1. 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.

The annexation process pursuant to A.R.S. §9-471 is briefly described below:

1. Filing of blank petition with County Recorder by the City opens up a thirty (30) day waiting period to discuss the proposal – **COMPLETED**;
2. The City must then hold a public hearing (no action) to discuss the proposal within the waiting period – **COMPLETED, Public Hearing held with the City Council on (8/15/17)**;
3. At the conclusion of the 30-day waiting period, the municipality has up to 1-year to collect signatures satisfying the annexation “test.” – **COMPLETED**;
4. The City holds a final public hearing to consider and take action on the annexation request – **(9/19/17)**;
5. The annexation is effective 30 days upon adoption of the ordinance.

Under State Law, a successful annexation requires the completion of a petition with (a) signatures of owners of one-half or more in value of the real and personal property; and (b) more than one-half of the persons owning real and personal property that would be subject to taxation

by the City in the event of annexation. This annexation case involves one (1) parcel. The owner has completed a signed petition, thereby satisfying the above requirements, covering 100% of the property that would be subject to taxation, which is also 100% of the assessed value of the property subject to taxation.

Previous Actions:

The initial public hearing was held by the City Council on August 15, 2017. Pursuant to A.R.S. §9-471, no action was taken. There were no speakers, and there was no Council discussion on the item.

Options:

A: Adopt the Annexation Ordinance through the second of two City Council meetings; or

B: Do not adopt the Annexation Ordinance, and allow the subject property to remain in the County.

Staff Recommendation:

Discussion and possible action to adopt **ORD. 2017-41** approving the annexation of approximately 95,334 square feet (2.18 acres), located at the northwest corner of 75th Avenue and Banff Lane.

Fiscal Analysis:

This request will not generate any direct budgetary impacts. However; as a newly annexed parcel, the City would assume operational costs associated with the provision and maintenance of services for public safety, transportation, recreation, and general governance and would be the beneficiary of new property tax revenues.

Narrative:

The property is currently used for religious worship with an existing church facility that includes on-site parking and surface improvements. When under construction, instead of re-constructing the septic, the owner requested permission from City Engineering to construct a sewer lateral to connect to the nearest City sewer line. After some consideration, the City permitted the connection with the condition that they apply to annex into the City of Peoria within a six month time frame. This application to annex is in compliance with that condition, and because they are utilizing City services.

The property is currently zoned Rural-43 in the County, which retains a suburban/rural, one-acre lot minimum character. The General Plan Land Use designation is Estate Density Residential. Once the property is annexed into the City, the subject site will receive initial zoning consistent with the current zoning.

ATTACHMENTS:

Exhibit 1 - Legal Description & Location Map

Exhibit 2 - Signed Petition

Exhibit 3 - Aerial Map

Exhibit 4 - Draft Ordinance

Contact Name and Number:

Sean Allen, Senior Planner, (623) 773-7337

Exhibit “1”

Legal Description and Location Map

Legal Description of Parcel #200-62-006U

Description:

E 307F OF FOL DESC PROP BEG NE COR OF S 55 RODS OF NE4 SEC
11 TH W 1312.08F TH S 377.50F TH E 1312.08F TH N TO POB EX E
55F RD P/D 87/529011

Location Map of Parcel 200-62-006U

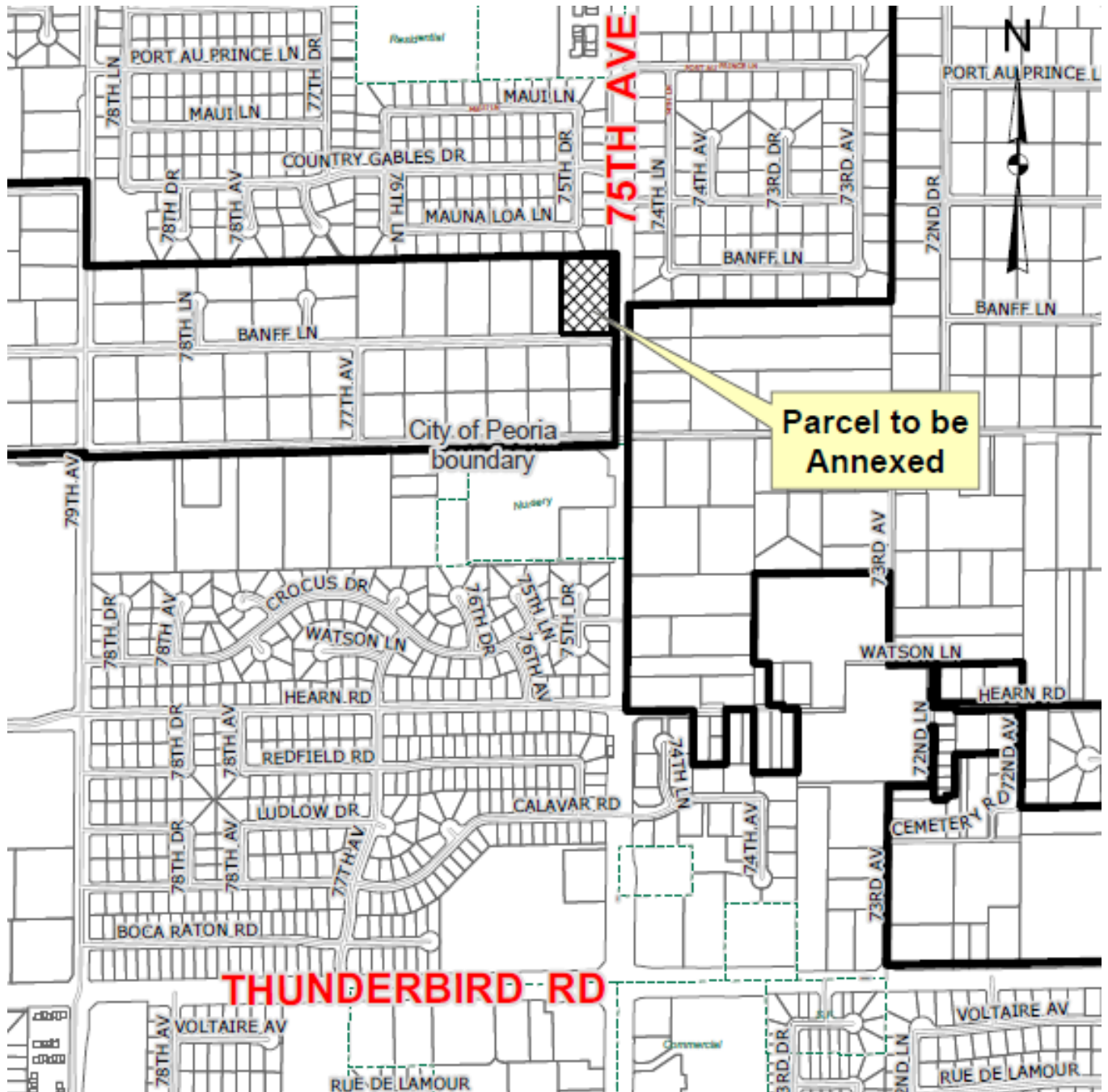


Exhibit “2”

Signed Petition

BEFORE THE PEORIA CITY COUNCIL

PETITION FOR ANNEXATION
ANX 17-01

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: 200-62-006U

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

MAILING ADDRESS: _____

14802 N. 75th Avenue, Peoria, 85381

PHONE NUMBER: _____

YOUR NAME (PLEASE PRINT)

YOUR SIGNATURE

YOUR NAME (PLEASE PRINT)

YOUR SIGNATURE

DATE

8/15/17

Exhibit “1”

Legal Description and Location Map

Legal Description of Parcel #200-62-006U

Description:

E 307F OF FOL DESC PROP BEG NE COR OF S 55 RODS OF NE4 SEC
11 TH W 1312.08F TH S 377.50F TH E 1312.08F TH N TO POB EX E
55F RD P/D 87/529011

Location Map of Parcel 200-62-006U

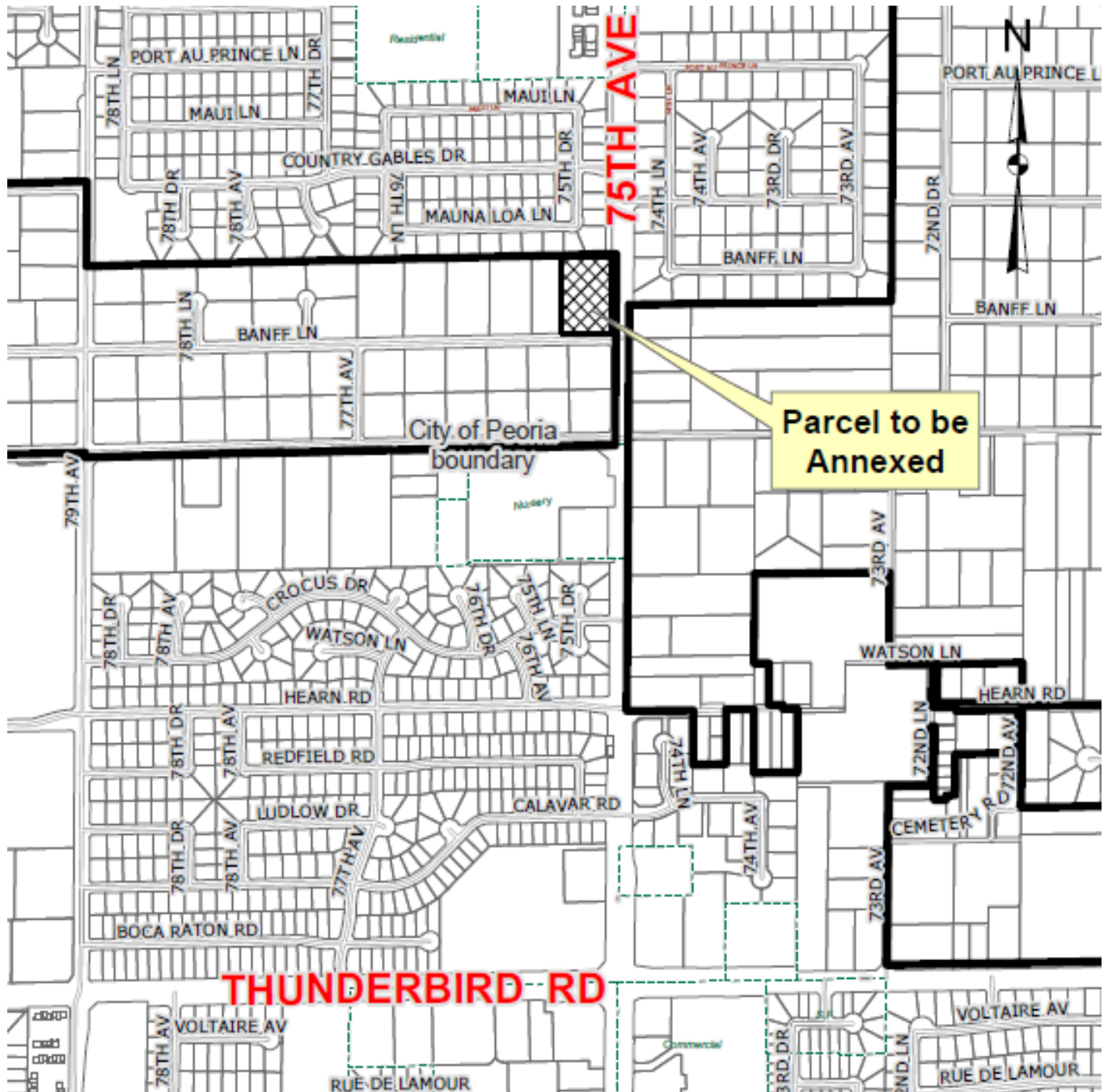
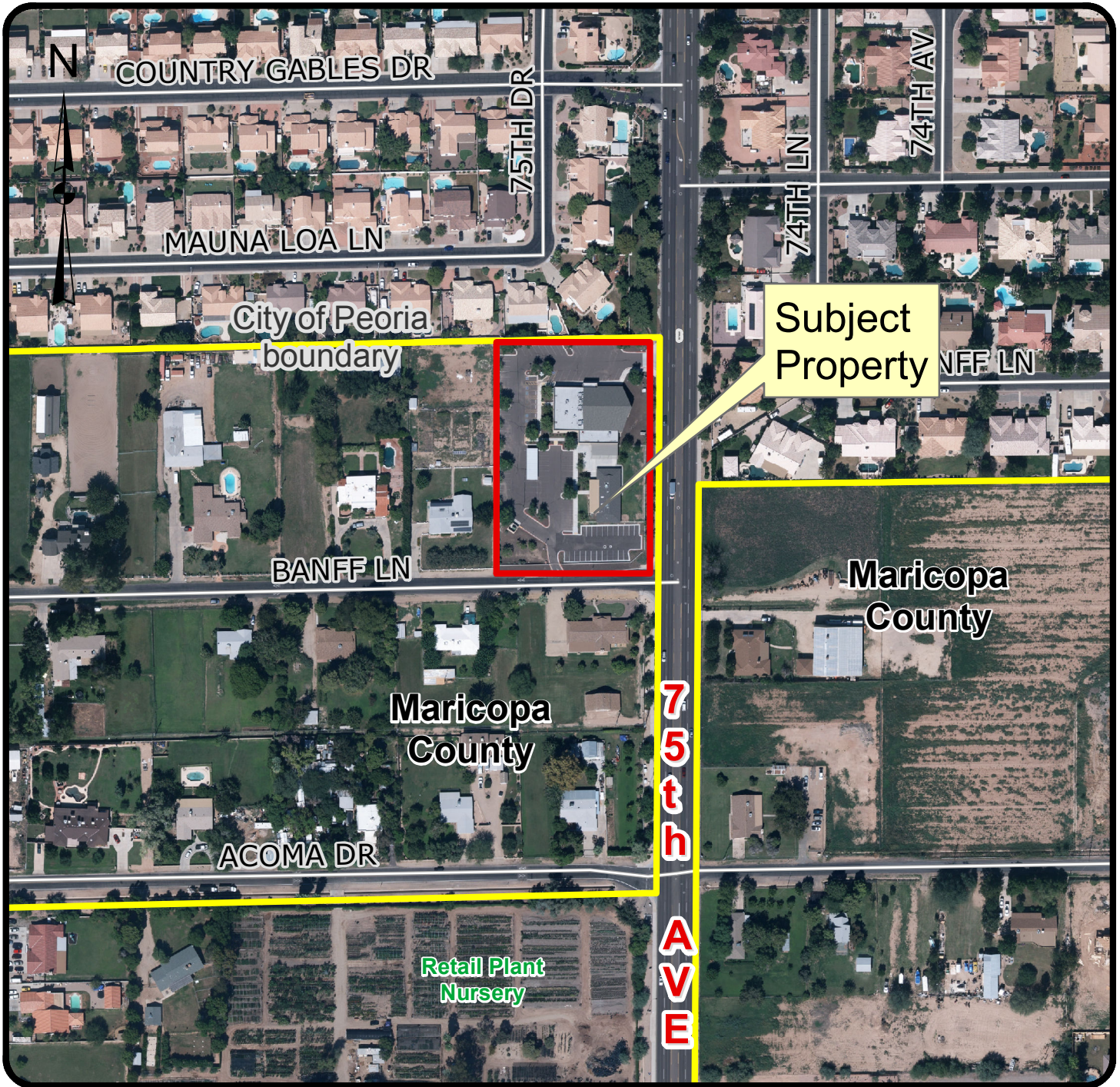


Exhibit “3”

Aerial Map

Aerial Map



Z17-01: Life In Christ Lutheran Church Annexation

Exhibit 3

Not to Scale

Applicant: William Stipp

Request: to annex approximately 95,334 square feet or 2.18 acres into the City of Peoria.

Location: 14802 N. 75th Avenue, Peoria, AZ, 85381



EXHIBIT “4”
Annexation Ordinance

ORDINANCE NO. 2017-41

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 Mesquite 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 19th day of September, 2017.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Germinsky, City Clerk

APPROVED AS TO FORM:

Stephen J. Burg, City Attorney

Published in: Peoria Times

Publication Dates: September 29 and October 1, 2017

Effective Date: _____

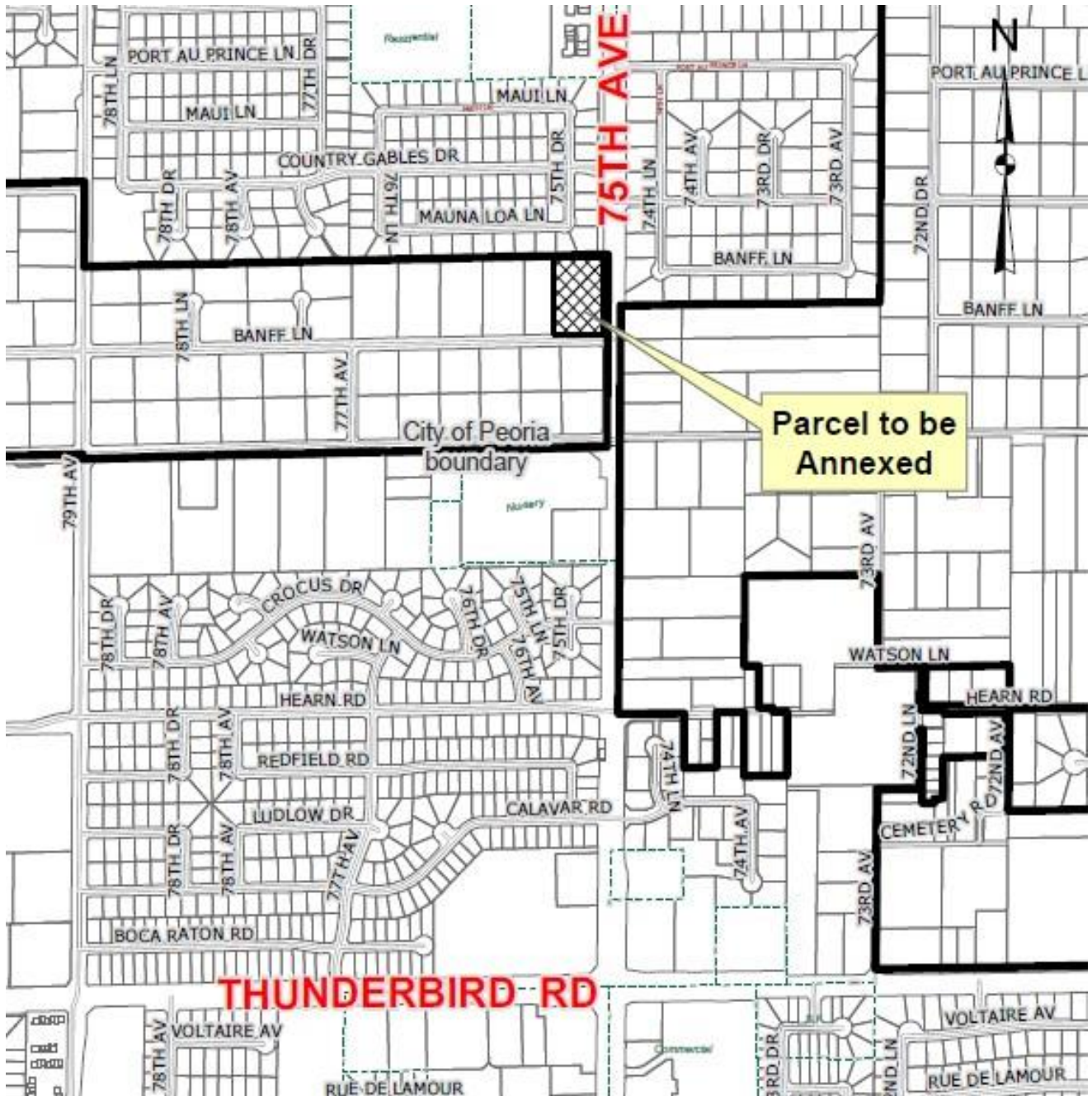
EXHIBIT A

LEGAL DESCRIPTION

Legal Description of Parcel 200-62-006U:

E 307F of FOL DESC PROP BEG NE COR OF S 55 RODS OF NE4 SEC 11 TH W
1312.08F TH S 377.50F THE E 1312.08F TH N TO POB EX E 55F RD P/D
87/529011.

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-xx, annexing the territory described in Ordinance No. 2017-41, 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: 10C.

Date Prepared: 9/5/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Adina Lund, P.E., Development and Engineering Director
SUBJECT: Land Acquisition, 99th Avenue and Northern Avenue

Purpose:

This is a request for City Council to authorize the acquisition of the vacant land located northwest of the northwest corner of 99th and Northern Avenues and approve a budget transfer in the amount of \$80,000 from CIP Project UT00326 to UT00329 to fully fund the acquisition price and associated closing costs.

Background/Summary:

Staff has identified this property for future water/wastewater purposes due to its close proximity to the existing Butler WRF Influent Pump Station. This purchase will also provide a 10-foot wide buffer between the existing influent pump station site and any future development to the east. Staff has had the property appraised and was able to reach an agreement with the property owner regarding the terms of the purchase. The property currently has a deed restriction that limits the parcel's development; the purchase of the property is contingent upon the property owner removing the restriction.

The agreed upon price was \$708,475, which was the assessed value in the appraisal. This amount and the additional real estate closing costs exceeds the approved budget of the designated capital project, UT00329-Reclaimed Water Booster Land Purchase at IPS by \$80,000. This request is for the additional funds to come from funds available within UT00326-Water Meter Replacement Program.

Previous Actions:

Council approved project UT00329-Reclaimed Water Booster Land Purchase at IPS as part of the adopted FY2018 – FY2027 Capital Improvement Program in the amount of \$643,830.

Options:

A: Approve the authorization to acquire the vacant land north of the northwest corner of 99th and Northern Avenues and approve a budget transfer in the amount of \$80,000 from CIP Project UT00326 to CIP Project UT00329.

B: Choose not to authorize the acquisition of the property and the budget transfer.

Staff Recommendation:

Discussion and possible action to: (a) approve the Real Estate Purchase Agreement authorizing the acquisition of the vacant land north of the northwest corner of 99th and Northern Avenues; and (b) approve a budget transfer in the amount of \$80,000 from the UT00326 - Water Meter Replacement Program account to the UT00329-Reclaimed Water Booster Land Purchase at IPS account.

Fiscal Analysis:

Request a budget transfer of \$80,000 from UT00326-Water Meter Replacement Program (\$60,000 – 2050-2140-CIPWR-UT00326 & \$20,000 – 2400-2550-CIPWR-UT00326) to UT00329-Reclaimed Water Booster Land Purchase at IPS. Funds are available from UT00326 following the completion of this project.

Narrative:

If approved, staff will notify the property owner to move forward with the process to remove the deed restriction so that we may proceed with the acquisition of the parcel.

ATTACHMENTS:

Vicinity Map

Location Map

Draft Real Estate Purchase Agreement

Contact Name and Number:

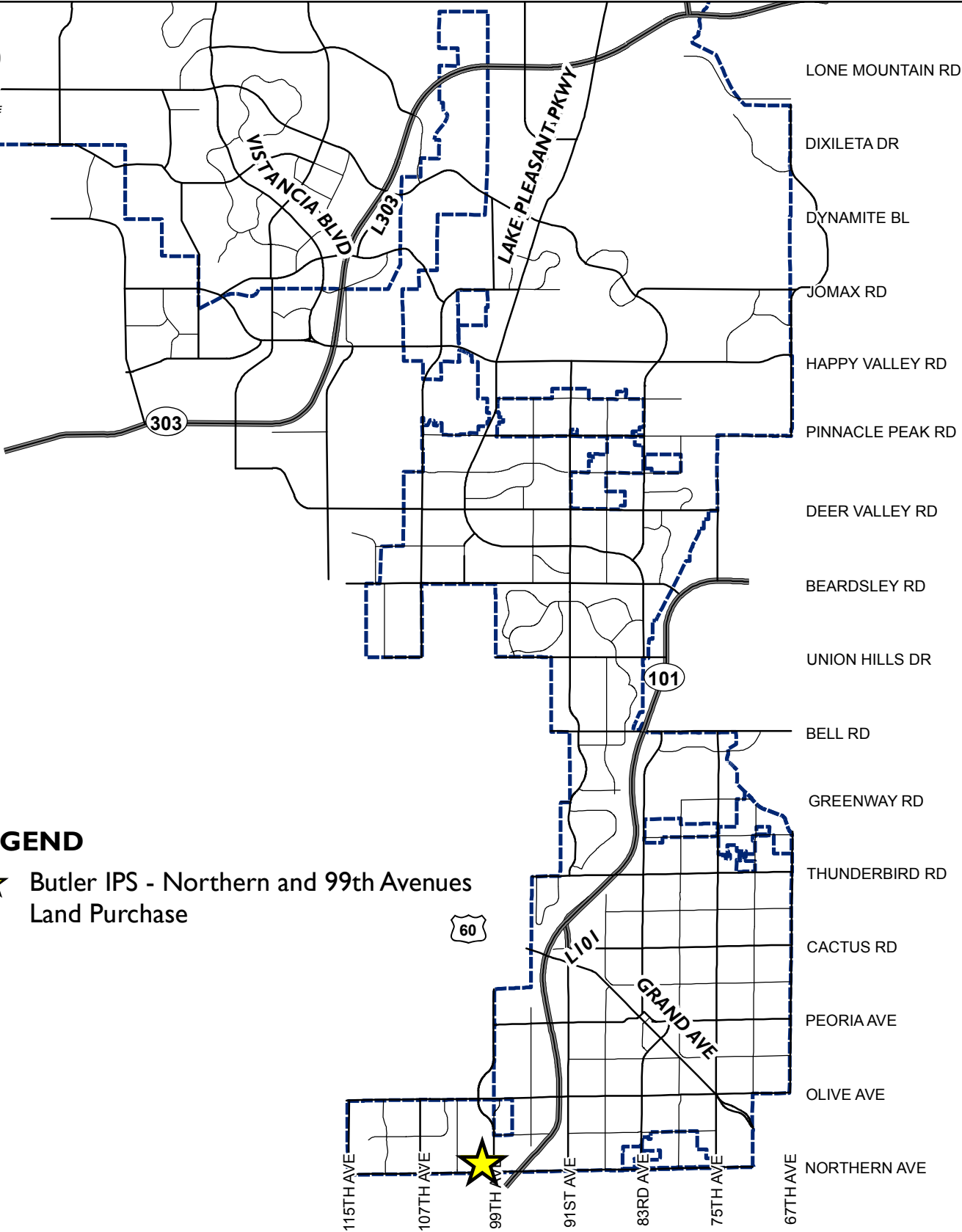
Angela Manuel, Real Estate Coordinator, (623) 773-7728



NOT TO SCALE

LEGEND

- ★ Butler IPS - Northern and 99th Avenues
Land Purchase

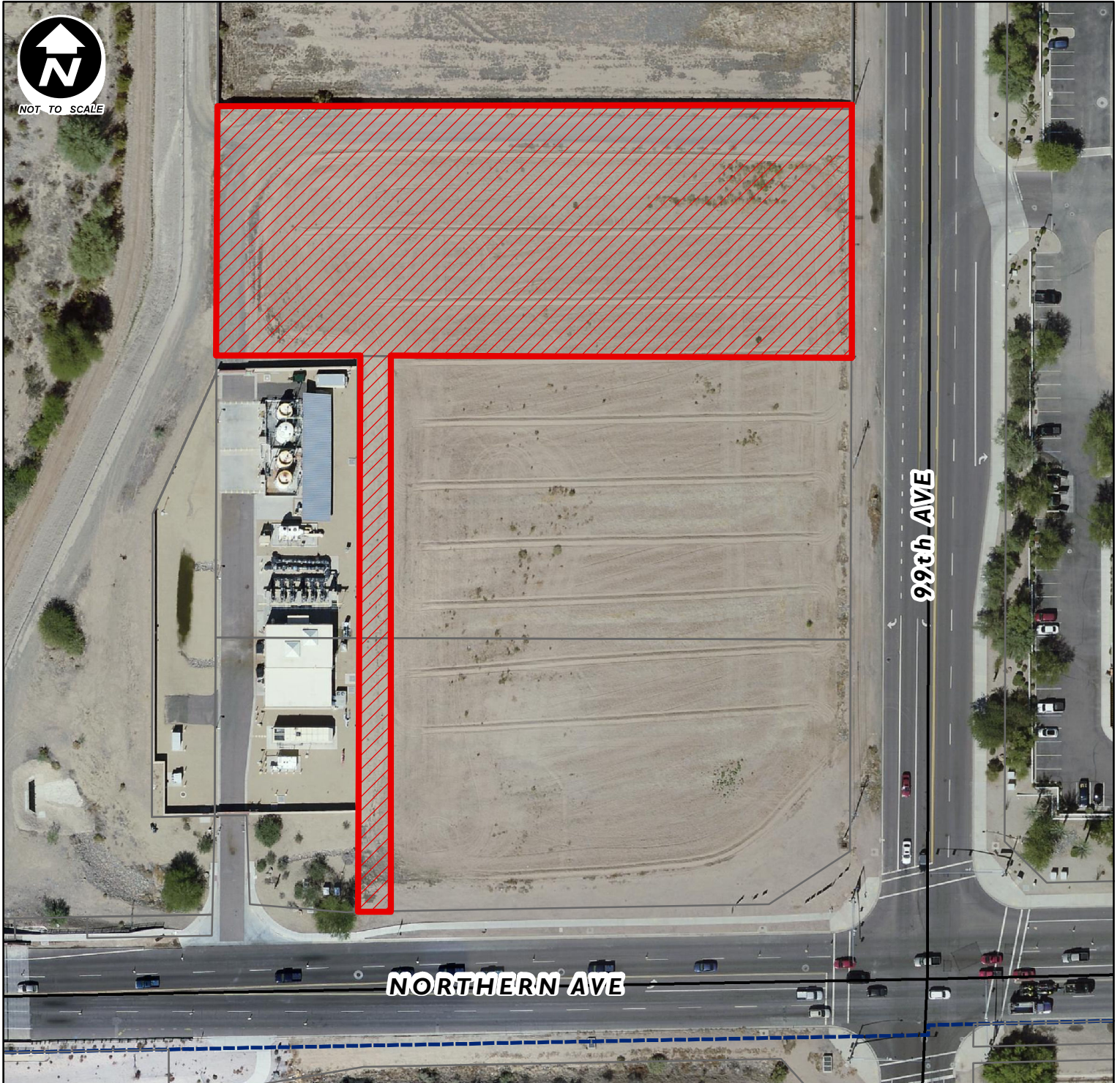




City of Peoria

DEVELOPMENT & ENGINEERING

Land Purchase
Butler IPS
Location Map



LEGEND



Proposed Land Purchase



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

REAL ESTATE PURCHASE AGREEMENT

Contract Date: See Section 30 below

SELLER: Rudolph Johnson Family LLC, an Arizona limited liability company

BUYER: CITY OF PEORIA, an Arizona municipal corporation

ESCROW AGENT: **Stephanie Carter**, Grand Canyon Title Agency

LOCATION: North of the Northwest Corner of 99th Avenue and Northern Avenue

ESCROW NUMBER/ESCROW: 45006321

RECITALS

- A. Seller is the owner of certain real property located north of the northwest corner of 99th Avenue and Northern Avenue, in Peoria, Arizona (the "Property") and more particularly described on Exhibit "A" hereto.
- B. Buyer desires to purchase the Property from Seller for the amount of Seven Hundred Eight Thousand Four Hundred Seventy Five Dollars (\$708,475) (the "Purchase Price").
- C. Soon after the date of this Agreement, the parties desire to record certain documents affecting the Property (the "Closing").
- D. Buyer's City Council has considered the City expenditure authorized by this Agreement and the direct consideration the City will receive and finds that there is a clearly identified public purpose for the City's expenditure and that the City will receive direct consideration substantially equal to its expenditure.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and representations contained herein, Seller and Buyer agree as follows:

TERMS OF AGREEMENT

1. Agreement. This Real Estate Purchase Agreement ("Agreement") may be supplemented by the printed form Escrow Instructions ("Escrow Instructions") to which it is attached and shall be construed together with the Escrow Instructions as a single document (collectively referred to as the "Agreement"); in the event of any inconsistency between any provision in this Agreement and any provision in the Escrow Instructions,

LCON_____

the provision in this Agreement shall prevail. Upon the execution of the Escrow Instructions and this Agreement by Seller and Buyer, same shall constitute a binding contract between Seller and Buyer for the purchase and sale of the Property.

2. Opening of Escrow and Close of Escrow. Escrow shall be opened when (i) one fully executed or counterparts of this Agreement executed by Seller and Buyer, respectively, have been delivered to Escrow Agent on or before the acceptance date referred to in Section 35 and (ii) Buyer shall have deposited the Earnest Money with Escrow Agent on or before the acceptance date hereinabove set forth ("Opening of Escrow"). Escrow Agent shall advise Seller and Buyer, in writing, of the Opening of Escrow and the date thereof. Consummation of the purchase of the Property contemplated hereby (the "Close of Escrow" or "Closing Date") shall take place on or before [_____, 2017, and shall automatically terminate without any further notices, three business days later unless otherwise extended by mutual agreement of the parties. At or before Close of Escrow, each party shall execute and deliver such documents and perform such acts as are provided for herein. All monies and documents required to be delivered under this Agreement shall be deposited in Escrow on or before 5:00 p.m. Arizona Time on the Closing Date.

3. Title Insurance; Conveyance of Title. The Property, including all rights and privileges appurtenant to or arising from the Property, shall be conveyed by Seller to Buyer upon Close of Escrow by Seller's special warranty deed ("Deed") in the form attached hereto as Exhibit "B", warranting title to the Property to be conveyed thereby to be a fee simple absolute estate free and clear of all matters, claims, liens, and encumbrances except: (i) taxes not yet due and payable at Close of Escrow (subject to proration as hereinafter provided); (ii) reservations in patents from the United States or the State of Arizona; and (iii) any other matters disclosed by the preliminary title report (or any amended report) which are deemed waived or approved by Buyer in accordance with subsection 7(a). Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the Purchase Price, for which Seller shall bear the cost.

4. Possession. Upon Close of Escrow, Seller shall vacate the Property and deliver possession to Buyer, and all risk of loss of, or damage to, the Property from any source shall, at that time, pass to and become the sole responsibility of Buyer.

5. Payment of Purchase Price. The Purchase Price for the Property shall be Seven Hundred Eight Thousand Four Hundred Seventy Five Dollars (\$708,475) payable as follows:

(a) Ten Thousand Dollars (\$10,000) of the above amount (in the form of cash or other good funds or cashier's or certified check) to be deposited with Escrow Agent upon Opening of Escrow (the "Earnest Money"); and

(b) The remaining Six Hundred Ninety Eight Thousand Four Hundred Seventy Five Dollars (\$698,475) to be paid by the Buyer at Close of Escrow.

6. Earnest Money. If requested by Buyer, Escrow Agent shall deposit the Earnest Money referred to in subsection 5(a) in an interest-bearing account of a federally-insured depository selected by Buyer. Subject to any provision of this Agreement requiring a different use, in the event the sale provided for in this Agreement is consummated, the Earnest Money (and all interest accrued thereon) shall be applied by Escrow Agent toward the payment of the Purchase Price; in the event the sale is not consummated for failure of Seller to meet all of their obligations under this Agreement, the Earnest Money (and all interest accrued thereon) shall be returned to Buyer. In the event the sale is not consummated as a result of the failure of Buyer to meet all of its obligations under this Agreement, or if this Agreement is otherwise terminated after the Investigation Period other than by reason of Seller's breach, the Earnest Money (and all interest accrued thereon) shall be paid to Seller as liquidated damages as Seller's only remedy, and both Buyer and Seller shall be relieved of all further liability to one another except for liabilities arising under Section 17 (Indemnity) and Section 8(c) (Investigation). Seller and Buyer agree that it would be impractical or extremely difficult to fix actual damages in case of a default by Buyer, and that the amount of the Earnest Money is a reasonable estimate of Seller's damages caused by Buyer's default.

7. Closing; Fees, Taxes, and Assessments; Costs.

(a) At Close of Escrow, a Standard ALTA Owner's Policy of title insurance in the amount of the Purchase Price insuring Buyer's title to the Property shall be issued by Escrow Agent through its authorized underwriter(s) and the title insurance premium shall be paid out of the Purchase Price proceeds, subject to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the Commitment (as defined in Section 8 below) and which are not objected to or are waived in the manner described in said Section 8, and any other matters approved in writing by Buyer ("Title Policy"). In the event Buyer desires an ALTA Extended Policy the additional cost shall be borne by Buyer, including without limitation the cost for obtaining any necessary survey or updated survey.

(b) At Close of Escrow, the recording fees with respect to the Deed, the Affidavit of Value and any escrow fees and charges shall be paid equally by Buyer and Seller. All non-delinquent real property taxes and any other assessments to or against the Property shall be paid by Seller prorated to Close of Escrow based upon the most recent assessments.

(c) At Close of Escrow, Seller shall deliver the Deed, an Affidavit of Property Value, a Non-Foreign Person Affidavit, and each and every document, agreement, and/or instrument reasonably required by the Escrow Agent in connection with the Closing.

(d) At Close of Escrow, Buyer shall deliver the Purchase Price and all other sums to be paid by Buyer hereunder, and each and every other document, agreement and/or instrument reasonably required by Escrow Agent in connection with the Closing.

8. Buyer's Contingencies. Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction of all of the following conditions precedent (any or all of which may be waived by Buyer in a writing signed by Buyer or its duly authorized agent):

(a) Status of Title. Escrow Agent, as soon as is reasonably possible after execution of this Agreement, shall provide Buyer and Seller with a preliminary report of the title to the Property (the "Commitment"), disclosing all matters of record and Escrow Agent's requirements for both closing the Escrow created by this Agreement and issuing the Title Policy described in Section 7 of this Agreement (the Commitment also shall be suitable to serve as the basis for issuance of an ALTA extended form coverage lender's title insurance policy). At such time as Buyer receives the Commitment (and any amended report adding additional title exceptions), Buyer shall have ten (10) business days after receipt of the Commitment to object in writing to any matter shown in the Commitment (with the exception of the residential deed restriction, which must be removed and the sale is contingent upon removal). If Buyer fails to object within the ten (10) business days, the condition of title to the Property shall be deemed approved by Buyer. In the event Buyer does object in writing to any matter disclosed in the Commitment, Seller may, but shall not be required to attempt to remove such objection before Close of Escrow. If Seller fails to notify Buyer within five (5) business days after receipt of such objections that Seller has elected to eliminate the disapproved exception(s) from the Commitment prior to the Closing, such failure shall be deemed Seller's election not to eliminate any such matter. If Seller notified Buyer in writing of its election not to eliminate any such matter from the Commitment or is deemed to have elected not to eliminate any such matter, Buyer shall elect within five (5) business days after receipt of Seller's notice (or, if applicable, five (5) business days after the date on which Seller is deemed to have elected not to eliminate any such matter) to either: (i) cancel this Agreement and receive the return of all Earnest Money paid, together with any interest accrued thereon; or (ii) close the Escrow waiving and taking title subject to such matters. Failure to give notice to Seller of Buyer's election shall constitute an election to waive the objection and close the Escrow. If Seller timely elects to eliminate a disapproved exception from the Commitment prior to the Closing, Seller shall be obligated to do so by either causing such disapproved exception to be eliminated entirely from the Commitment or to be endorsed over in form and substance reasonably acceptable to Buyer.

(b) Environmental Contamination and Assessment of Property. Seller will disclose to Buyer, within five (5) days of Opening of Escrow, any actual knowledge or information it has with regard to any current or historical environmental contamination of the Property. Notwithstanding Seller's obligation to disclose, Buyer shall have until the expiration of the Investigation Period to obtain a Phase I Environmental Assessment (the "Assessment"). If the Assessment indicates that a Phase II Environmental Assessment ("Phase II") is warranted, the Buyer will not be required to close the Escrow pending completion of the Phase II, and the Close of Escrow may be extended by sixty (60) days for Buyer to obtain the Phase II. If the Phase II concludes contamination exists, the Buyer may elect to cancel this Agreement. Moreover, in no event shall an "as is" clause set forth within this Agreement affect the application of federal, state or local law regarding

environmental contamination and Seller's responsibility for remediating same as required under applicable federal, state and local law, including remediation that may be required after Close of Escrow.

(c) Investigation. Buyer shall have thirty (30) days from the Opening of Escrow (the "Investigation Period") to conduct such other tests and investigations, other than those described in paragraphs (a) and (b) above, as Buyer deems at its discretion to be material to its determination whether the Property is suitable for Buyer's purposes. Upon prior reasonable notice to Seller, Seller shall permit access to the Property by Buyer to inspect and perform any such tests during the Investigation Period. Buyer must obtain Seller's written consent prior to conducting any invasive testing on the Property, which consent shall not unreasonably be withheld. Buyer shall conduct all such inspections, investigations, and tests and be responsible for returning the Property to substantially the condition in which it was prior to the time of any entry. In the event Buyer fails to notify Seller by the conclusion of the Investigation Period that the Property or any part thereof is not suitable for its purposes, then Buyer shall be deemed to have accepted the Property and waived any objections relating to matters within the scope of this subparagraph (c). In the event Buyer does so notify Seller, however, Seller shall have the option to either undertake to remediate such conditions to Buyer's reasonable satisfaction or to terminate this Agreement, whereupon Buyer and Seller shall have no further obligations hereunder, other than liabilities or obligations arising under the indemnity provisions of Section 17. Buyer agrees to indemnify, defend, and hold harmless Seller for, from, and against any and all claims arising out of Buyer's exercise of the rights granted by this Section 8, including, without limitation, any claims relating to mechanics' or materialmen's liens as a result of Buyer's activities pursuant to this Agreement.

9. No Warranties. Except as otherwise set forth herein, Buyer agrees that the Property shall be purchased in an "as-is" condition. Seller makes no warranty as to the sufficiency of the Property for Buyer's purposes or any purpose whatsoever, the physical condition of the Property or any work or improvements which might be required for any reason whatsoever, the square footage or acreage contained within the Property, except as expressly set forth elsewhere in this Agreement or within the separate escrow instructions included as a part of this Agreement. Nothing herein abrogates Seller's duty to disclose actually known material conditions affecting the Property and the consideration to be paid by Buyer.

10. Seller's Warranties. Seller warrants and represents to its actual knowledge (with the understanding that Buyer is relying on said warranties and representations) that:

(a) Seller's Authority. Seller has full power and authority to enter into and perform under this Agreement in accordance with its terms. Upon execution of this Agreement this Agreement shall be binding and enforceable on Seller.

(b) Other Leases or Agreements. Seller warrants that there are no unrecorded leases or other agreements which may affect Buyer's ability to take title to or possession of the Property.

(c) No Lawsuits. To the actual knowledge of Seller, there are no actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting Seller's ownership of the Property or otherwise affecting any portion thereof, or which will become a cloud on the title to the Property or question the validity or enforceability of the transaction contemplated herein, or which may adversely affect Seller's ability to perform hereunder.

(d) Bankruptcy or Insolvency. Seller warrants that it is not the subject of a bankruptcy or insolvency proceeding.

(e) Labor, Materials and Mechanic's Liens. Seller warrants that payment in full will be made prior to Close of Escrow for all labor, professional services, materials, machinery, fixtures, or tools furnished within the one hundred fifty (150) days immediately preceding the Close of Escrow in connection with any construction, alteration or repair of any improvement to or on the Property.

11. Water Rights. At Close of Escrow, Seller shall, without further act, be deemed to have assigned, transferred, conveyed, and set over unto Buyer all of the grandfathered water rights, if any, with respect to the Property.

12. Buyer's Representations and Warranties. Buyer warrants and represents, (with the understanding that Seller is relying on said warranties, representations, and covenants) that:

(a) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) Buyer acknowledges that consummation of this transaction shall constitute its acknowledgment that it has independently inspected and investigated the Property. Except as otherwise agreed in Section 9 above, Buyer agrees to accept the Property in its present condition "as is," subject to the warranties, covenants and agreements set forth in this Agreement.

(c) Buyer acknowledges that the Property is vacant and unimproved land, and represents and warrants to Seller that Buyer has inspected the Property and has entered into this contract based upon Buyer's inspection and that Seller made no representations or warranties regarding the condition of the Property for Buyer's specific purposes.

13. Brokerage. Seller and Buyer agree as follows:

(a) Mutual Warranties. Buyer warrants and represents that it has not dealt with any party who is or may be legally entitled to a brokerage commission, finder's fee, or other like payment in connection with this Agreement. Seller warrants and represents that it has dealt only with Nathan & Associates, Inc. – Courtney Buck ("Broker") and Seller shall pay Broker a real estate commission equal to three percent (3%) of the Purchase Price, if and only if Close of Escrow occurs. Each party, on demand, agrees to indemnify and hold the other harmless for, from, and against any and

all loss, cost, damage, claim, liability, and expense (including but not limited to court costs and reasonable attorneys' fees) that may result if the indemnifying party's warranty and representation set forth above proves to be untrue, incomplete, or misleading.

(b) Survival. The provisions of this Paragraph 13 shall survive Close of Escrow (but not the termination) of this Agreement.

14. Survival of Representations and Warranties. All representations and warranties contained in this Agreement are true on and as of the date so made, will be true in all material respects on and as of the Closing Date, and will survive Close of Escrow and execution, delivery, and recordation of the Deed. In the event that any representation or warranty by a party is untrue, the other party shall have all rights and remedies available at law, in equity, or as provided in this Agreement.

15. No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Buyer does not assume, agree to pay, or indemnify Seller or any other person against any liability, obligation, or expense of Seller, or relating in any way to the Property.

16. Condemnation; Risk of Loss. In the event of the condemnation (or sale in lieu of condemnation) of any part of the Property prior to Close of Escrow, Buyer shall have the right either: (i) to cancel this Agreement by written notice to Seller and Escrow Agent in which event there shall be returned to Buyer the Earnest Money and all interest thereon, all documents shall be returned to the party who deposited them and thereafter this Agreement shall be of no further force or effect whatsoever.

17. Indemnification and Liabilities. Subject to the limitations and other provisions contained in this Agreement, Seller shall, and it hereby does, indemnify and agree to pay, defend, and hold harmless Buyer from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission or willful misconduct of Seller pertaining in any manner to the Property for the period of time prior to the Close of Escrow. Buyer does not agree to assume any liability, encumbrance, or obligation of any kind or character whatsoever relating in any manner to all or any part of the Property arising prior to the Close of Escrow: (i) except as specifically provided herein; and (ii) except that Buyer agrees to pay, defend, indemnify, and hold harmless Seller from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Buyer, Buyer's agents and employees.

18. Remedies.

(a) In the event of default by Buyer, Seller's sole remedy shall be to cancel this Agreement and to retain the Earnest Money (together with all accrued interest) as liquidated damages; Seller and Buyer agree that it would be impractical or extremely difficult to fix actual damages in case of the Buyer's default; that the amount of the Earnest Money deposit paid by Buyer is a reasonable estimate of the Seller's damages in case of Buyer's default; and that Seller shall retain said Earnest Money as its

damages and, thereafter, neither party shall have any further obligations to the other under this Agreement.

(b) In the event of default by Seller, Buyer's may elect to cancel this Agreement by written notice to Seller and Escrow Agent, in which event Escrow Agent shall return to Buyer all Earnest Money (plus any accrued interest earned thereon), together with all other documents Buyer has deposited with Escrow Agent in connection with this Escrow, in which case Buyer and Seller shall have no other rights or obligations under this Agreement.

19. Notices. Notices required or permitted hereunder shall be given in writing and (i) personally delivered (ii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent by any reputable overnight courier service, addressed as follows:

To Seller: Julie Johnson
Rudolph Johnson Family LLC
9702 W Glendale Avenue
Glendale, AZ 85305

With a copy to: Lee E. Esch
Seller's Counsel: Jennings Strouss & Salmon PLC
One East Washington Street, Suite 1900
Phoenix, AZ 85004-2554

With a copy to: Courtney Buck
Seller's Broker: Nathan & Associates, Inc.
7600 E Doubletree Ranch Road, Ste150
Scottsdale, AZ 85258

To Buyer: Carl Swenson, City Manager
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

With a copy to: Stephen J. Burg, City Attorney
Buyer's counsel: City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

To Escrow Agent: Stephanie Carter
Grand Canyon Title Agency
2730 E. Camelback Road, No. 110
Phoenix, AZ 85016

or at any other address designated by Buyer, Seller, or Escrow Agent, in writing. Any notice, demand or request sent pursuant to (i) hereof shall be deemed received upon

such personal service, and if sent pursuant to (ii) hereof shall be deemed received five (5) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service, and if sent pursuant to (iii) hereof shall be deemed received one (1) business day following delivery to such courier service.

20. Attorneys' Fees. In the event suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees and court costs.

21. Intended Agreement. This Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

22. Relationship. This Agreement shall not be construed as creating a joint venture, partnership, or any other joint arrangement between Buyer and Seller.

23. Further Instruments and Documents. Each party hereto shall, promptly upon the request of the other party or Escrow Agent, acknowledge and deliver to the other party or Escrow Agent any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

24. Integration Clause; No Oral Modification. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or rescinded, except in writing, signed by all parties hereto.

25. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa or in the Federal District Court in and for the District of Arizona.

26. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

27. Waiver. Failure of any party to exercise any right, remedy, or option arising out of a breach of this Agreement shall not be deemed a waiver of any right, remedy, or option with respect to any subsequent or different breach, or the continuance of any existing breach.

28. Counterparts. This Agreement may be executed in any number of counterparts, all the counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

29. Special Variations From Escrow Instructions. Notwithstanding anything in the Escrow Instructions to the contrary: (i) Seller shall pay, in full and at Closing, any existing improvement lien assessments on or relating to the Property unless otherwise agreed by the parties; and (ii) Escrow Agent shall pro-rate taxes on the basis of the latest available tax statement.

30. Date of Agreement. The date of this Agreement shall for all purposes be the date of the signature of the last party to sign this Agreement.

31. Time is of the Essence. Time is hereby declared to be of the essence for the performance of all conditions and obligations under this Agreement.

32. Construction/Interpretation. The captions and section headings used in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

33. Foreign Tax Withholdings. Seller agrees to comply with IRS reporting requirements. Seller shall provide to Buyer and Escrow Agent at Closing appropriate affidavits stating that it is not a foreign person or a non-resident alien and that no withholding is required pursuant to Internal Revenue Code ("IRC") § 1445. In the event such affidavits are not forthcoming or in the event either Escrow Agent or Buyer knows or has reason to know that they are false, Escrow Agent is hereby irrevocably authorized and directed to withhold 10% of Seller's proceeds of the Purchase Price pursuant to IRC § 1445.

34. Conflict of Interest. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

35. Offer. Upon execution by Buyer and delivery to Seller, this Agreement shall constitute the offer of Buyer to purchase the Property on the terms and conditions set forth herein. This offer shall be open to acceptance by Seller (by Seller's executing and delivering a copy of this Agreement to Buyer and to Escrow Agent) on or before the close of business on [_____]. In the event that this condition is not complied with on or before the close of business on the date specified, this offer shall terminate and shall be self-revoking without further action on behalf of Buyer. In addition, and without limiting the foregoing, Buyer reserves the right to revoke this offer, upon written notice to Seller, at any time before this offer is accepted by Seller.

36. Recitals. The Recitals set forth on page 1 of this Agreement are incorporated herein as though fully set forth herein.

37. Contingency. The parties acknowledge that the Property is subject to that certain Declaration of Restrictions recorded on December 8, 1999 in the Official Records

of Maricopa County under Instrument No. 99-1104127, which restricts the Property's use to a single family residence or farm use only (the "Use Restriction"). Following the date of this Agreement, Seller shall use commercially reasonable efforts to terminate the Use Restriction with regards to the Property. If Seller is unable to terminate the Use Restriction with regards to the Property by the Closing Date, Buyer's sole remedy shall be to terminate this Agreement, in which event the Earnest Money and any interest shall be immediately returned to Buyer and both Buyer and Seller shall be relieved of all further liability to one another and Section 8(c) (Investigation)..

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:

RUDOLPH JOHNSON FAMILY LLC, an
Arizona limited liability company

By: _____

Date: _____

Its: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2017, 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 have executed the same. If this person's name is subscribed in a representative capacity, it is for the seller named and in the capacity indicated.

Notary Public

My Commission Expires:

Seal:

BUYER:

CITY OF PEORIA, an Arizona municipal
corporation

Date: _____

By: _____
Jeff Tyne, City Manager

ATTEST:

By: _____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____
Stephen J. Burg, City Attorney

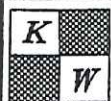
EXHIBIT "A"

(Property)

CITY OF PEORIA

EXHIBIT "A" LEGAL DESCRIPTION

THAT PORTION OF THE EAST 505.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 32, BEARS SOUTH 88 DEGREES 54 MINUTES 55 SECONDS WEST, A DISTANCE OF 2625.88 FEET;
THENCE SOUTH 88 DEGREES 54 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32. A DISTANCE OF 403.88 FEET;
THENCE NORTH 01 DEGREES 05 MINUTES 05 SECONDS WEST, A DISTANCE OF 55.00 FEET TO THE NORTH RIGHT OF WAY LINE OF NORTHERN AVENUE AND THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;
THENCE NORTH 00 DEGREES 10 MINUTES 49 SECONDS EAST, ALONG EAST LINE OF CITY OF PEORIA WATER RECLAMATION FACILITY PARCEL, DESCRIBED IN DOCUMENT NUMBER 2006-1559938, A DISTANCE OF 393.30 FEET TO A POINT ON THE SOUTH LINE OF LOT 19, JOHNSON'S RIVER ADDITION, ACCORDING TO BOOK 126 OF MAPS, PAGE 30, ALL RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE NORTH 89 DEGREES 49 MINUTES 11 SECONDS WEST (NORTH 89 DEGREES 20 MINUTES 30 SECONDS EAST, RECORD), ALONG SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19;
THENCE NORTH 00 DEGREES 10 MINUTES 49 SECONDS EAST (NORTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, RECORD), ALONG WEST LINE OF SAID LOT 19, A DISTANCE OF 176.48 FEET TO THE NORTHWEST CORNER OF SAID LOT 19;
THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS EAST (SOUTH 89 DEGREES 20 MINUTES 30 SECONDS WEST, RECORD), ALONG NORTH LINE OF SAID LOT 19, A DISTANCE OF 450.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 19;
THENCE SOUTH 00 DEGREES 10 MINUTES 49 SECONDS WEST (SOUTH 00 DEGREES 39 MINUTES 30 SECONDS EAST, RECORD), ALONG EAST LINE OF SAID LOT 19, A DISTANCE OF 176.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19;
THENCE NORTH 89 DEGREES 49 MINUTES 11 SECONDS WEST (NORTH 89 DEGREES 20 MINUTES 30 SECONDS EAST, RECORD), ALONG SOUTH LINE OF SAID LOT 19, A DISTANCE OF 340.00 FEET;
THENCE SOUTH 00 DEGREES 10 MINUTES 49 SECONDS WEST, PARALLEL TO AND 10.00 FEET EAST OF EAST LINE OF CITY OF PEORIA WATER RECLAMATION FACILITY PARCEL, DESCRIBED IN DOCUMENT NUMBER 2006-1559938, A DISTANCE OF 393.08 FEET TO THE NORTH RIGHT OF WAY LINE OF NORTHERN AVENUE;
THENCE SOUTH 88 DEGREES 54 MINUTES 55 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN.



K-WEST SURVEYING, INC.

WADE H. SHAFER R.L.S. 12600

P.O. BOX 509, AVONDALE, AZ 85323-0170

PHONE(623)536-8248 FAX(623)536-8247 MOBILE(602)320-2333

J.N. 15(1423)010

DATE: 10/15

SCALE: NONE

SHEET 1 OF 2

CHKD BY: W.H.S.

DWN BY: R.G.A.

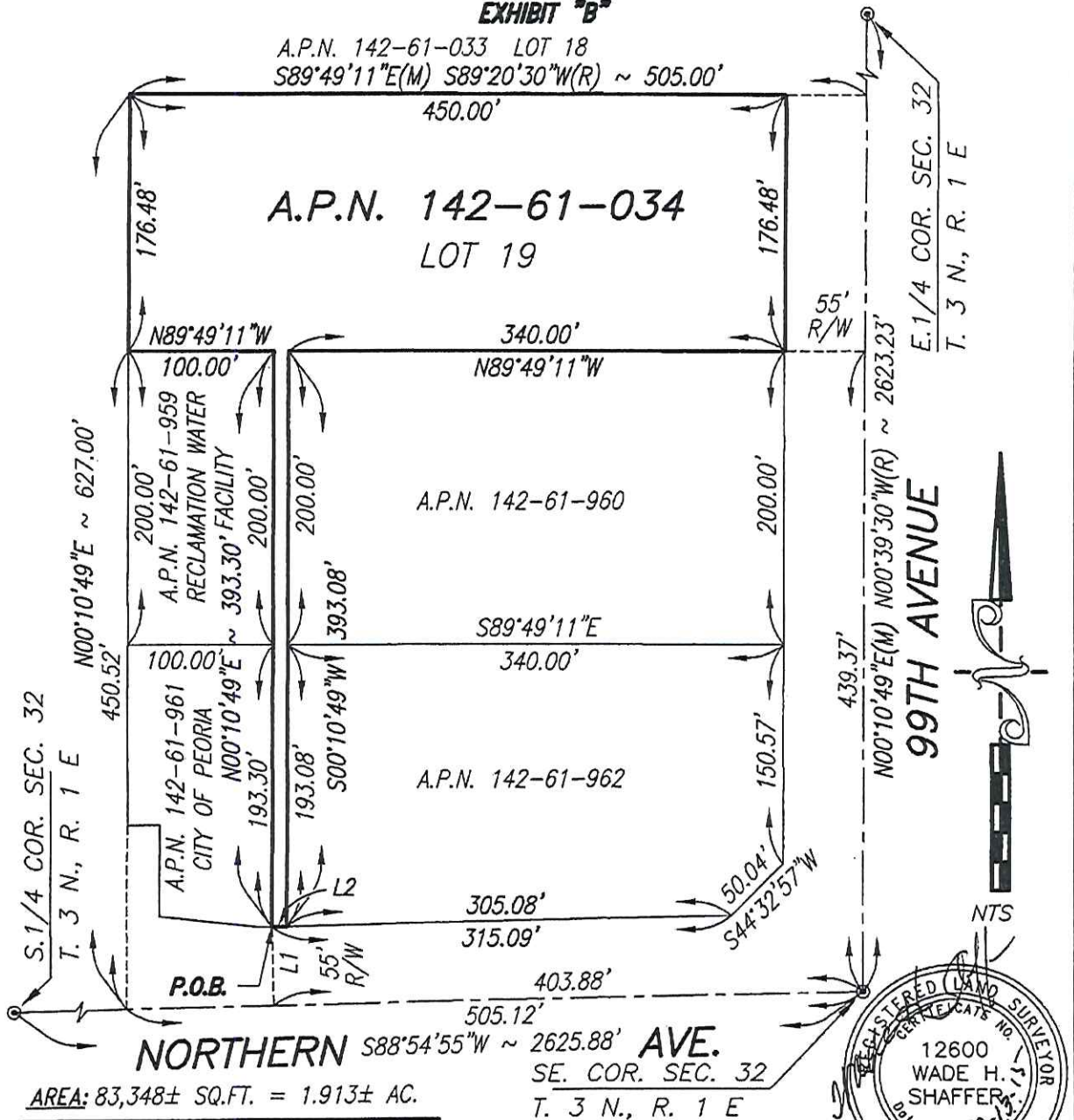
15-063

CITY OF PEORIA

EXHIBIT "B"

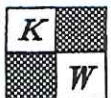
A.P.N. 142-61-033 LOT 18
S89°49'11"E(M) S89°20'30"W(R) ~ 505.00'

A.P.N. 142-61-034
LOT 19



LINE	BEARING	DISTANCE
L1	N01°05'05"W	55.00'
L2	S88°54'55"W	10.00'

(M) = MEASURED DATA
(R) = RECORD DATA



K-WEST SURVEYING, INC.

WADE H. SHAFFER R.L.S. 12600
P.O. BOX 509, AVONDALE, AZ 85323-0170
PHONE(623)536-8248 FAX(623)536-8247 MOBILE(602)320-2333

J.N. 15(1423)010 DATE: 10/15
SCALE: NONE SHEET 2 OF 2
CHKD BY: W.H.S. DWN BY: R.G.A.

15-063

EXHIBIT "B"

(Special Warranty Deed)

When recorded, return to:

**Office of the City Clerk
City of Peoria
8401 West Monroe
Peoria, Arizona 85345**

SPECIAL WARRANTY DEED

For valuable consideration, **RUDOLPH JOHNSON FAMILY LLC**, an Arizona limited liability company ("GRANTOR") does hereby convey to **CITY OF PEORIA**, an Arizona municipal corporation the ("GRANTEE"), the following described real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto ("the Property"):

See Exhibit "A" attached hereto and incorporated herein (the "Property").

SUBJECT ONLY TO: current taxes, assessments, reservation in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And GRANTOR hereby binds itself and its successors to warrant and defend the title to the Property, as against all acts of GRANTOR and no other, subject to the matters set forth above.

EXEMPT FROM AFFIDAVIT AND FEES PURSUANT TO A.R.S. § 11-1134, A.3.

[Signature Page Follows]

Special Warranty Deed
Page 2

DATE: _____, 2017

GRANTOR:

RUDOLPH JOHNSON FAMILY LLC, an Arizona limited liability company

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF)
) ss.
County of)

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 he 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
_____, 2017, by _____

Notary Public

My Commission Expires:

CITY OF PEORIA

EXHIBIT "A" LEGAL DESCRIPTION

THAT PORTION OF THE EAST 505.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 32, BEARS SOUTH 88 DEGREES 54 MINUTES 55 SECONDS WEST, A DISTANCE OF 2625.88 FEET;

THENCE SOUTH 88 DEGREES 54 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32. A DISTANCE OF 403.88 FEET:

THENCE NORTH 01 DEGREES 05 MINUTES 05 SECONDS WEST, A DISTANCE OF 55.00 FEET TO THE NORTH RIGHT OF WAY LINE OF NORTHERN AVENUE AND THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE NORTH 00 DEGREES 10 MINUTES 49 SECONDS EAST, ALONG EAST LINE OF CITY OF PEORIA WATER RECLAMATION FACILITY PARCEL, DESCRIBED IN DOCUMENT NUMBER 2006-1559938, A DISTANCE OF 393.30 FEET TO A POINT ON THE SOUTH LINE OF LOT 19, JOHNSON'S RIVER ADDITION, ACCORDING TO BOOK 126 OF MAPS, PAGE 30, ALL RECORDS OF MARICOPA COUNTY, ARIZONA;

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THENCE NORTH 89 DEGREES 49 MINUTES 11 SECONDS WEST (NORTH 89 DEGREES 20 MINUTES 30 SECONDS EAST, RECORD), ALONG SOUTH LINE OF SAID LOT 19, A DISTANCE OF 340.00 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 49 SECONDS WEST, PARALLEL TO AND 10.00 FEET EAST OF EAST LINE OF CITY OF PEORIA WATER RECLAMATION FACILITY PARCEL, DESCRIBED IN DOCUMENT NUMBER 2006-1559938, A DISTANCE OF 393.08 FEET TO THE NORTH RIGHT OF WAY LINE OF NORTHERN AVENUE;

THENCE SOUTH 88 DEGREES 54 MINUTES 55 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN.



K-WEST SURVEYING, INC.

WADE H. SHAFFER R.L.S. 12600

P.O. BOX 509, AVONDALE, AZ 85323-0170

PHONE(623)536-8248 FAX(623)536-8247 MOBILE(602)320-2333

J.N. 15(1423)010

DATE: 10/15

SCALE: NONE

SHEET 1 OF 2

CHKD BY: W.H.S. DWN BY: R.G.A.

15-063

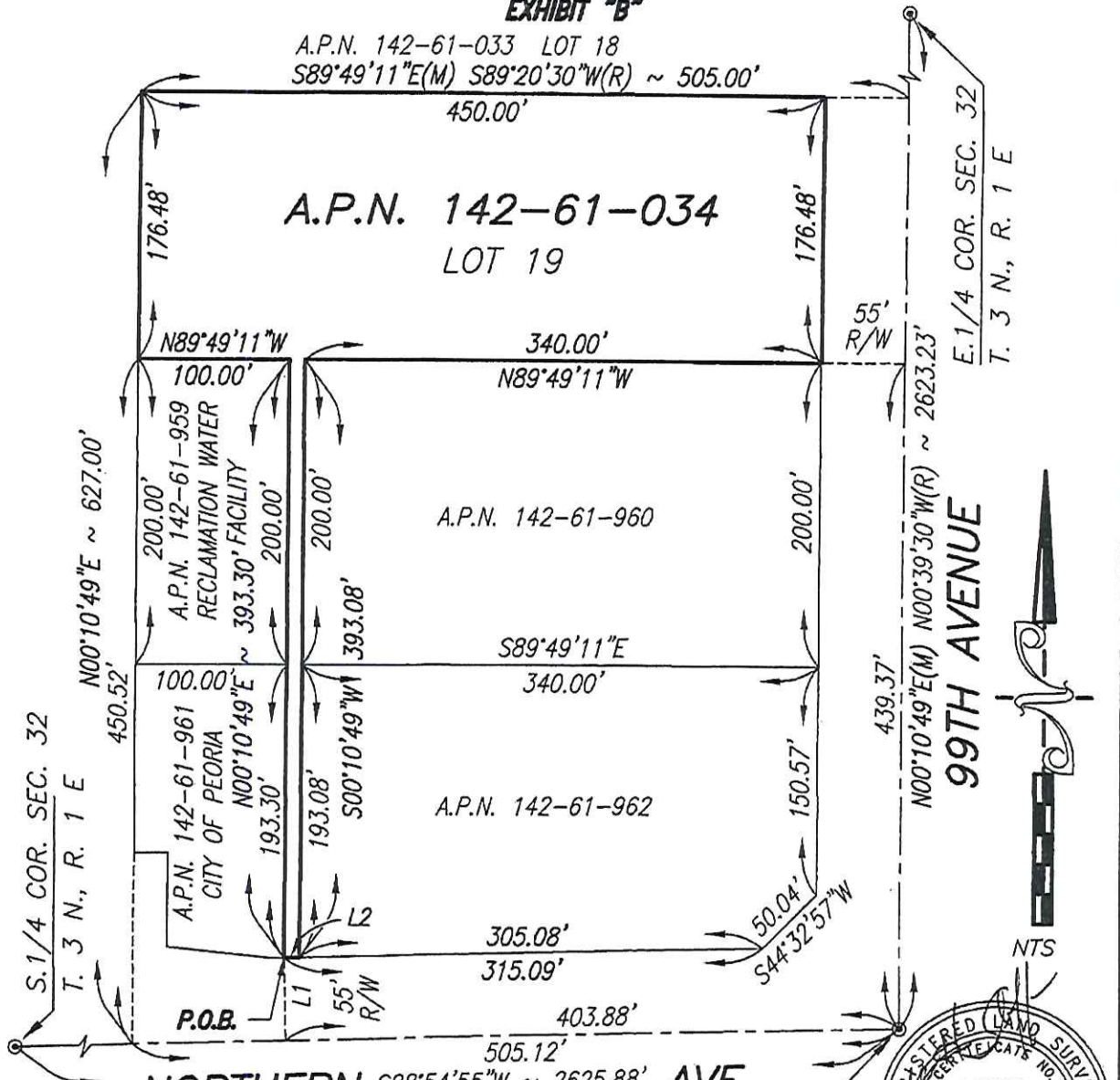
CITY OF PEORIA

EXHIBIT "B"

A.P.N. 142-61-033 LOT 18
S89°49'11"E(M) S89°20'30"W(R) ~ 505.00'

A.P.N. 142-61-034

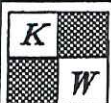
LOT 19



AREA: 83,348± SQ.FT. = 1.913± AC.

LINE	BEARING	DISTANCE
L1	N01°05'05"W	55.00'
L2	S88°54'55"W	10.00'

(M) = MEASURED DATA
(R) = RECORD DATA



K-WEST SURVEYING, INC.

WADE H. SHAFFER R.L.S. 12600
P.O. BOX 509, AVONDALE, AZ 85323-0170
PHONE(623)536-8248 FAX(623)536-8247 MOBILE(602)320-2333

J.N. 15(1423)010 DATE: 10/15
SCALE: NONE SHEET 2 OF 2
CHKD BY: W.H.S. DWN BY: R.G.A.

15-063

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C.

Date Prepared: 9/5/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Adina Lund, P. E., Development and Engineering Director
SUBJECT: Abandonment of City Interest, Sewer Line Easement, Arrowhead Entertainment Center Tract M-1

Purpose:

This is a request for City Council to approve a Resolution authorizing the release of a portion of the Sewer Line Easement located within Tract M-1 of the Replat of Lot 10 and Tract M Arrowhead Entertainment Center Final Plat in the vicinity of Arrowhead Fountain Center Drive west of Stadium Way.

Background/Summary:

In 2002, the City approved a Final Plat for the Replat of Lot 10 and Tract M of the Arrowhead Entertainment Center which included the dedication of a 20-foot wide Sewer Line Easement within Tract M-1. In an effort to mitigate the sewer issues in this area the City worked with the property and business owners to re-route the sewer line servicing Lot 10B; an easement for the re-routed line was granted to the City. Recent development on Lot 10B has triggered the removal of the segment of sewer line that was abandoned in place and the property owner has requested the abandonment of that portion of the easement that was dedicated on the Final Plat for the sewer line that is no longer in service.

Previous Actions:

Staff reviewed and approved the request to abandon a portion of the existing Sewer Line Easement that was dedicated to the City.

Options:

A: City Council authorizes the abandonment, removing this restriction from the property.

B: City Council denies the abandonment maintaining the current easement encumbrance on the property.

Staff Recommendation:

Discussion and possible action to adopt **RES. 2017-98** abandoning the City's interest in a portion of a Sewer Line Easement per the Replat of Lot 10 and Tract M of Arrowhead Entertainment Center as recorded in Maricopa County Recorder Book 583 Page 39.

Fiscal Analysis:

There are no costs associated with the Release of a portion of the Sewer Line Easement.

Narrative:

The abandonment will release this encumbrance from the property allowing for greater development potential.

ATTACHMENTS:

Vicinity Map

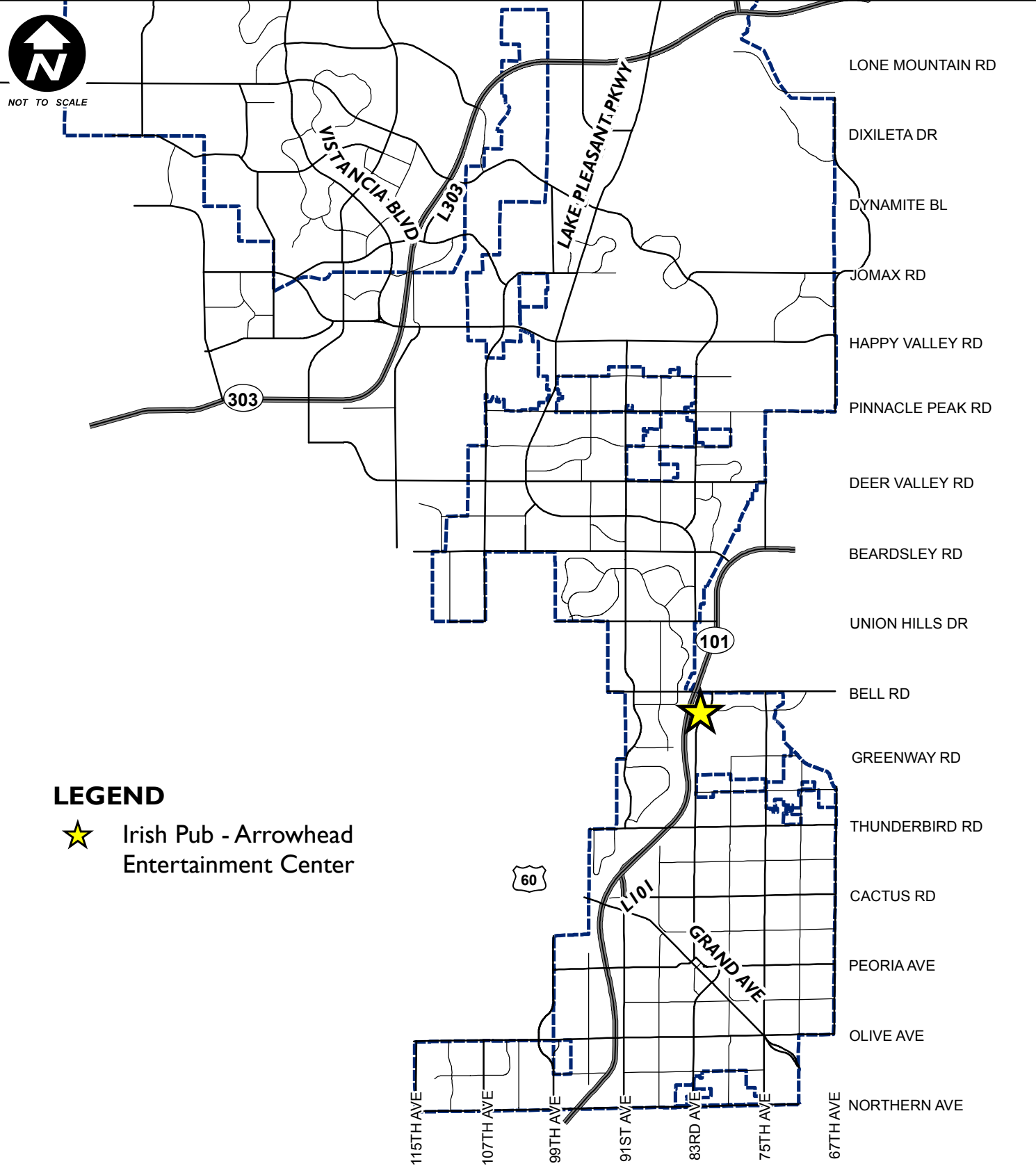
Location Map

Resolution

Resolution Exhibit

Contact Name and Number:

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



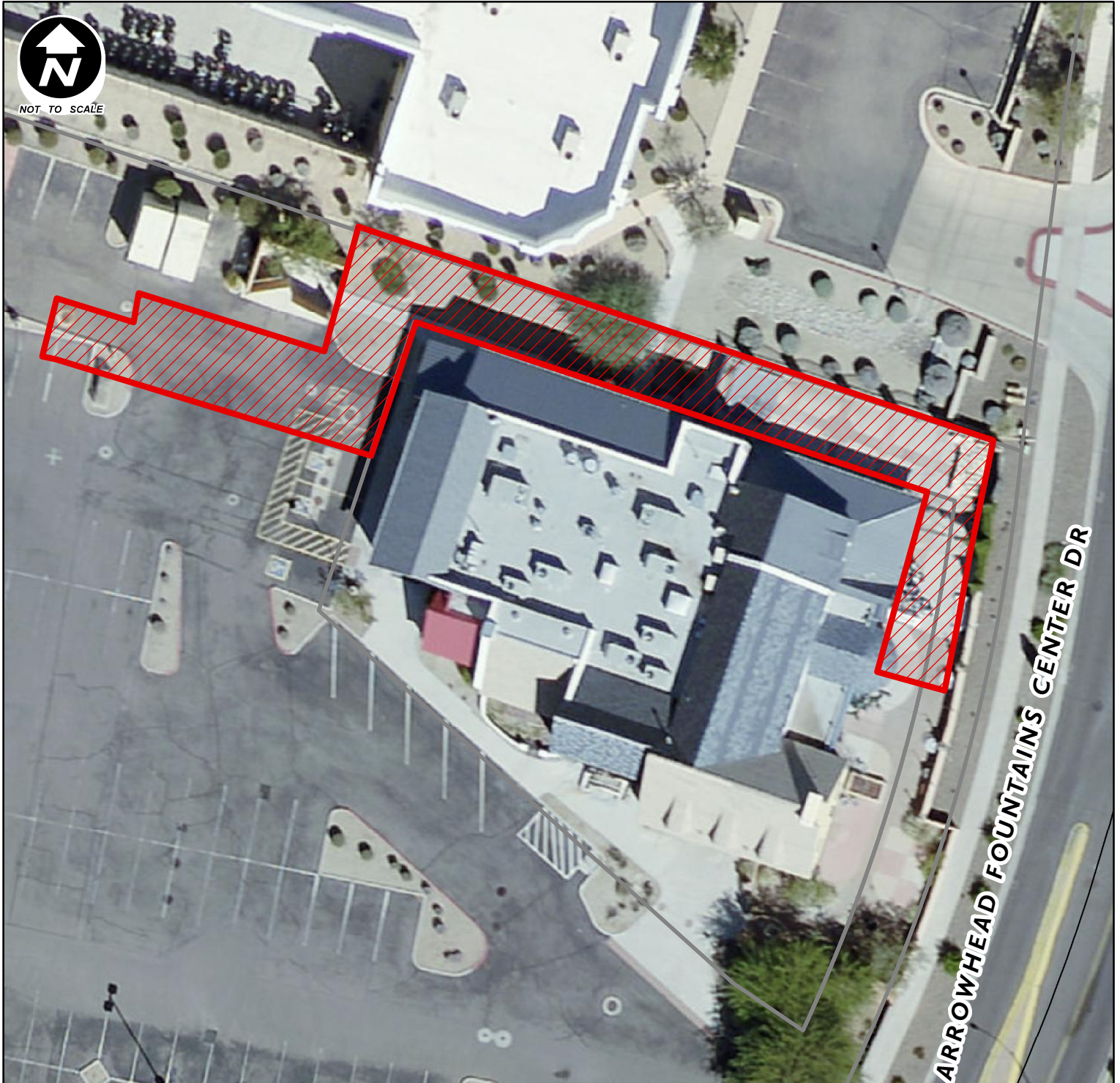


City of Peoria

DEVELOPMENT & ENGINEERING

Sewer Easement Abandonment
Irish Pub

Location Map



ARROWHEAD FOUNTAINS CENTER DR

LEGEND



Sewer Easement Abandonment



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

RESOLUTION NO. 2017-98

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT A PORTION OF A CERTAIN EASEMENT FOR PUBLIC SEWER LINE TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY EASEMENT FOR PUBLIC SEWER LINE BE DISPOSED OF IN THE MANNER PROVIDED BY LAW AND DECLARING AN EMERGENCY.

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

WHEREAS, pursuant to A.R.S. 9-402, the City Council of the City of Peoria is vested with the power to determine and find that certain public easement may no longer be necessary to the City; and

WHEREAS, pursuant to A.R.S. 9-402, the City Council of the City of Peoria is vested with the power to vacate such easement by transferring title to adjacent property owners and others; and

WHEREAS, the Mayor and Council find and determine that certain a portion of an Easement for Public Sewer Line located in the City of Peoria, Maricopa County, Arizona, west of Arrowhead Fountain Center Drive north of Stadium Way, and more specifically described in the Legal Description (Exhibit A) attached to this Resolution is no longer needed by the City for sewer line purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That Mayor and Council find and determine that a portion of the Easement for Public Sewer Line per the Replat of Lot 10 and Tract M of Arrowhead Entertainment Center as recorded in Maricopa County Recorder Book 583 Page 39 and more specifically set forth on Exhibit "A" attached to this Resolution be and is hereby declared abandoned as provided by Chapter 4, Article 1, Title 9 of the Arizona Revised Statutes.

Resolution No. 2017-98
Easement Abandonment
Arrowhead Fountain Center & Stadium Way
September 19, 2017
Page 2 of 2

SECTION 2. That the City Engineer is directed to prepare and provide descriptions for the retention of such easements for public utilities, if any, as may be deemed appropriate across the described property.

SECTION 3. That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

SECTION 4. The immediate operation of the provisions of this Resolution are necessary for the preservation of the public peace, health and safety of the City of Peoria, an EMERGENCY is hereby declared to exist and this Resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the City of Peoria, and it is hereby exempt from the referendum provision of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 19th day of September, 2017.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen J. Burg, City Attorney

ATTACHMENT:

1. Exhibit A – Legal Description



EXHIBIT A LEGAL DESCRIPTION

That portion of the Sewer Easement as shown and dedicated on the plat for A REPLAT OF LOT 10 AND TRACT M, ARROWHEAD ENTERTAINMENT CENTER, according to Book 583 of Maps, Page 39, records of Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of Tract M-1, of said plat;

Thence North $71^{\circ} 35' 48''$ West, along the Northerly line of said Tract M-1, a distance of 8.15 feet to a corner of said Sewer Easement, said point being the POINT OF BEGINNING;

Thence South $07^{\circ} 19' 28''$ West, along the Easterly line of said easement, a distance of 18.04 feet to the beginning of a tangent curve concave Westerly and having a radius of 457.00 feet;

Thence Southerly, along said easement and the arc of said curve, through a central angle of $05^{\circ} 36' 02''$ a distance of 44.67 feet to a corner of said easement; Thence North $77^{\circ} 04' 30''$ West, 17.00 feet to a corner of said easement, lying on a curve concentric with the last described curve and having a radius of 440.00 feet;

Thence Northerly, along said easement and the arc of said curve, through a central angle of $05^{\circ} 43' 44''$ a distance of 43.99 feet to a corner of said easement; Thence North $71^{\circ} 35' 48''$ West, along said easement, a distance of 132.64 feet to a corner of said easement;

Thence South $18^{\circ} 24' 12''$ West, along said easement, a distance of 34.43 feet to a corner of said easement;

Page 1 of 3

Title: SEWER EASEMENT ABANDONMENT

Preparing Firm: BAUER LAND SURVEYING

Address: P.O. BOX 73487 PHOENIX AZ 85050

Phone: 602-499-4104 Fax: _____



EXPIRES 6-30-2018



EXHIBIT A LEGAL DESCRIPTION

Thence North 71° 55' 06" West, along said easement, a distance of 74.51 feet;
Thence North 10° 43' 44" East, leaving said easement, a distance of 11.96 feet
to a point on the Northerly line of said easement;
Thence South 71° 35' 48" East, along said easement, a distance of 21.33 feet to
a corner of said easement;
Thence North 18° 24' 12" East, along said easement, a distance of 8.45 feet
(8.21 feet record) to a corner of said easement;
Thence South 71° 35' 48" East, along said easement, a distance of 43.30 feet to
a corner of said easement;
Thence North 18° 24' 12" East, along said easement, a distance of 34.55 feet to
a corner of said easement which lies on the Northerly line of said Tract M-1;
Thence South 71° 35' 48" East, along said easement and said Northerly line, a
distance of 157.52 feet to the POINT OF BEGINNING.

Page 2 of 3

Title: SEWER EASEMENT ABANDONMENT

Preparing Firm: BAUER LAND SURVEYING

Address: P.O. BOX 73487 PHOENIX AZ 85050

Phone: 602-499-4104 Fax: _____

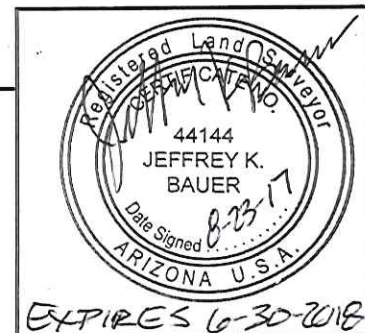
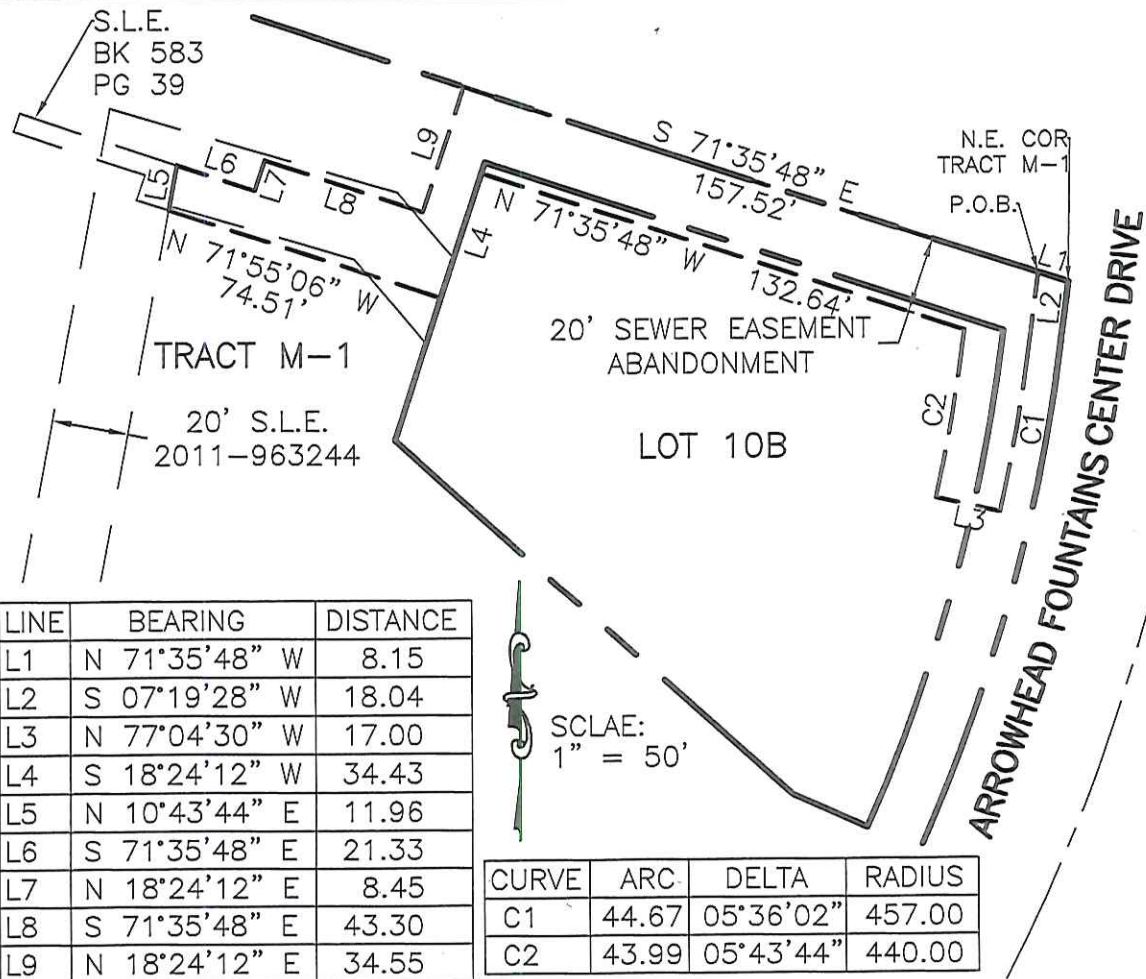




EXHIBIT A SKETCH



Page 3 of 3

Title: SEWER EASEMENT ABANDONMENT

Preparing Firm: BAUER LAND SURVEYING

Address: P.O. BOX 73487 PHOENIX AZ 85050

Phone: 602-499-4104 Fax: _____



EXPIRES 6-30-2018

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C.

Date Prepared: 9/5/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

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

SUBJECT: Abandonment of City Interest, Federal Patent Easement, 9413 West El Cortez

Purpose:

This is a request for City Council to authorize the abandonment of City interest in a portion of a Federal Patent Easement (Easement) for Roadway and Public Utilities as recorded in Docket 3424 Page 11 located west of 94th Avenue, south of El Cortez Place; and authorize the City Clerk to record the Resolution with the Maricopa County Recorder's Office.

Background/Summary:

This request comes from John Mason and Sarah Roberts who own the parcel west of the southwest corner of 94th Avenue and El Cortez Place. Their parcel identified as Assessor Parcel Number 201-08-157 is currently encumbered by a 33-foot wide Easement for roadway and utilities along the northern and eastern boundaries. The property owners have requested the abandonment of the northern and eastern portion of the Easement within their parcel to allow greater development potential.

Previous Actions:

Staff reviewed this request and has determined that the Easement that runs along the northern and eastern boundary of the parcel is no longer necessary for roadway and utility purposes. Letters from the existing utility companies giving their consent to the abandonment have also been received by staff.

Options:

A: City Council authorizes the abandonment, removing the Easement encumbrance from the property.

B: City Council denies the abandonment maintaining the current Easement encumbrance on the property.

Staff Recommendation:

Discussion and possible action to adopt **RES. 2017-99** declaring an emergency to abandon City interest in a portion of a Federal Patent Easement as recorded in Maricopa County Recorder Docket Number 3424 Page 11.

Fiscal Analysis:

There is no fiscal impact to the City associated with this abandonment request.

Narrative:

The abandonment will release the Easement encumbrance from the property and allow more flexibility for future development.

ATTACHMENTS:

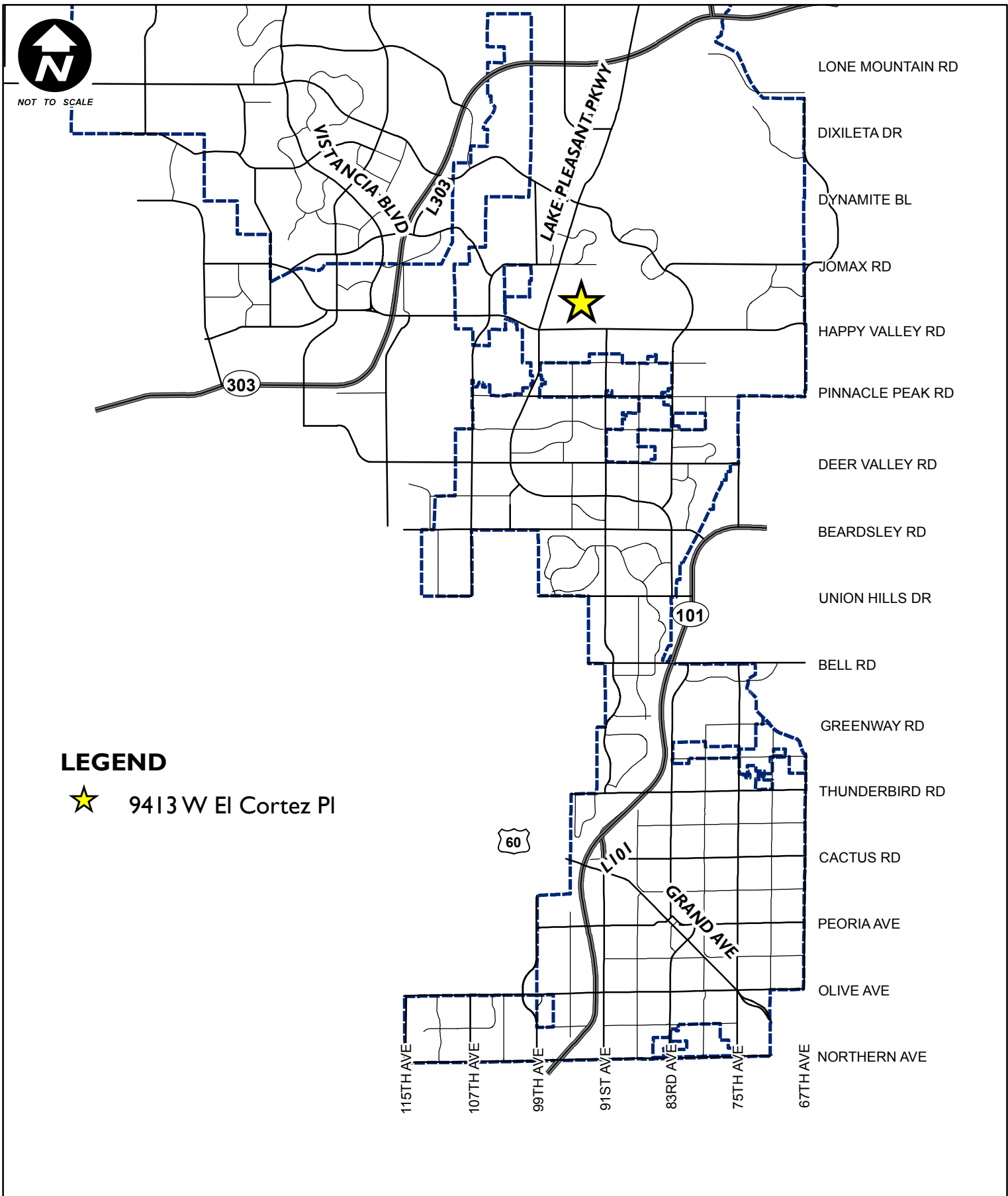
Vicinity Map

Location Map

Resolution

Contact Name and Number:

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





City of Peoria
DEVELOPMENT & ENGINEERING

Patent Easement Abandonment
9413 W El Cortez

Location Map



EL CORTEZ PL

LEGEND



Patent Easement



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

RESOLUTION NO. 2017-99

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT CERTAIN PUBLIC RIGHTS-OF-WAY RESERVED FOR THE PUBLIC BY THE UNITED STATES OF AMERICA FOR ROADWAY AND PUBLIC UTILITIES TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY PUBLIC RIGHTS-OF-WAY BE DISPOSED OF IN THE MANNER PROVIDED BY LAW AND DECLARING AN EMERGENCY.

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

WHEREAS, pursuant to A.R.S. 9-500.24, the City Council of the City of Peoria is vested with the power to determine and find that a certain federal patent easement dedicated by the United States of America to public use may no longer be necessary to the City; and

WHEREAS, pursuant to A.R.S. 9-500.24, the City is vested with the power to vacate such easement by transferring title to adjacent property owners and others; and

WHEREAS, the Mayor and Council find and determine that a portion of a certain Federal Patent Easement located in the City of Peoria, Maricopa County, Arizona, located west of 94th Avenue south of El Cortez Place, and more specifically described on the Legal Description (Exhibit A) attached to this Resolution is no longer needed by the City for Public Access and Public Utility purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That Mayor and Council find and determine that a portion of northern and eastern boundary of a Federal Patent Easement dedicated by the United States of America for public access and public utilities as recorded in Docket 3424 Page 11 and more specifically set forth on Exhibit "A" attached to this Resolution be and are hereby declared abandoned as provided by Chapter 4, Article 8, Title 9 of the Arizona Revised Statutes.

Resolution No. 2017-99
Patent Easement Abandonment
9413 W El Cortez PL
September 19, 2017
Page 2 of 3

SECTION 2. That the City Engineer is directed to prepare and provide descriptions for the retention of such easements for public utilities, if any, as may be deemed appropriate across the described property.

SECTION 3. That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

WHEREAS, the immediate operation of the provisions of this Resolution are necessary for the preservation of the public peace, health and safety of the City of Peoria, an EMERGENCY is hereby declared to exist and this Resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the City of Peoria, and it is hereby exempt from the referendum provision of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of City of Peoria, Arizona this 19th day of September, 2017.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen J. Burg, City Attorney

ATTACHMENT:

1. Exhibit A – Legal Description

Resolution No. 2017-99
Patent Easement Abandonment
9413 W El Cortez PL
September 19, 2017
Page 3 of 3

Exhibit A – Legal Description
Abandonment Area

That portion of the North Half of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 4, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

The North 33 feet and the East 33 feet of Lot 1 of Happy Valley/Lake Pleasant, according to the Plat of record in the Office of the County Recorder of Maricopa County, Arizona, recorded as Book 912 of Maps, Page 41 of the Official Records.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C.

Date Prepared: 9/5/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Adina Lund, P. E., Development and Engineering Director
SUBJECT: Dedication of Public Roadway, Northern Avenue west of 85th Avenue

Purpose:

This is a request for City Council to authorize the execution of a Dedication of Public Roadway for Northern Avenue west of 85th Avenue adjacent to the retention basin at the northwest corner of Northern and 85th Avenues.

Background/Summary:

Development of the vacant land to the north and west of the City owned retention basin has triggered the construction of a decel lane/right turn lane west of 85th Avenue. This construction will require the dedication of right of way from the basin property.

Previous Actions:

Council approved a Minor General Plan Amendment and Rezoning for the development of the parcels to the north and west of the City owned retention basin at the February 21, 2017 Council Meeting.

Options:

A: City Council authorizes the execution and recordation of the Dedication of Public Roadway.

B: City Council chooses not to authorize the Dedication of Public Roadway resulting in Northern Avenue right of way not being dedicated for public use.

Staff Recommendation:

Discussion and possible action to adopt **RES. 2017-100** authorizing the City Manager to execute the Dedication of Public Roadway.

Fiscal Analysis:

There is no fiscal impact to the City associated with dedicating the right of way to the public.

Narrative:

Recordation of the Dedication of Public Roadway will provide a public record of the existence and location of the right of way.

ATTACHMENTS:

Vicinity Map

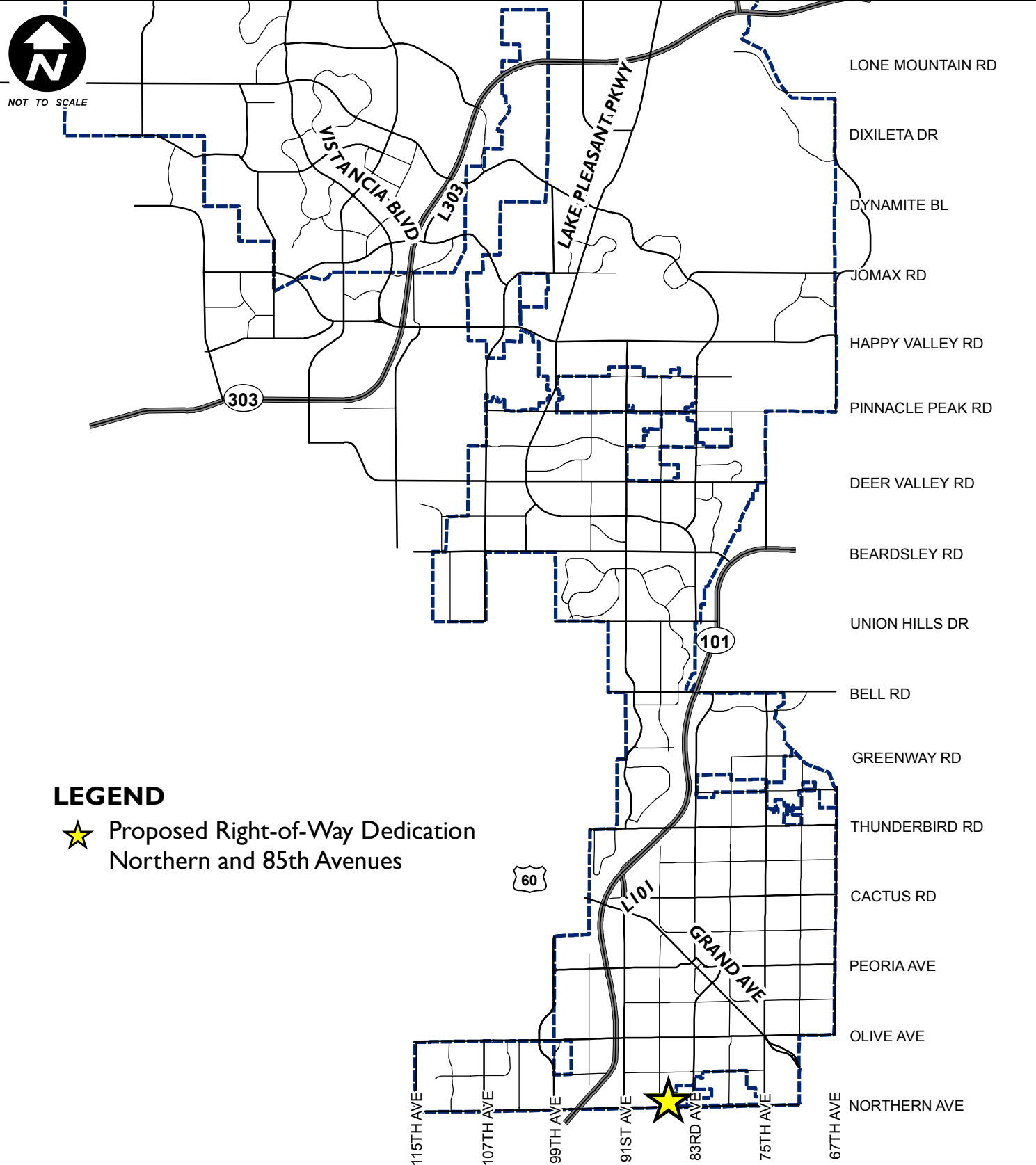
Location Map

Resolution

Resolution Exhibit

Contact Name and Number:

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





City of Peoria

DEVELOPMENT & ENGINEERING

Right-of-Way Dedication
Northern Avenue

Location Map



LEGEND



Proposed Right-of-Way



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

RESOLUTION NO. 2017-100

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A DEDICATION OF A PUBLIC ROADWAY TO THE PUBLIC RELATED TO DEVELOPMENT ADJACENT TO THE NORTHERN AVENUE RETENTION BASIN.

WHEREAS, development of land adjacent to the City owned retention basin at the northwest corner of Northern and 85th Avenues requires the dedication of land rights for a public roadway.

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 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 Dedication of Public Roadway to the public, and authorize the City Manager to execute the document.

Resolution No. 2017-100
Northern Avenue Right-of-Way
September 19, 2017
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Arizona this 19th day of September, 2017.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen J. Burg, City Attorney

Attachment:

1. Dedication of Public Roadway

When Recorded/Executed Mail to:

City Clerk
City of Peoria
8401 West Monroe
Peoria, Arizona 85345

DEDICATION OF PUBLIC ROADWAY

The City of Peoria, an Arizona Municipal Corporation, Grantor(s), 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, its successors and assigns, the following property to be used as a public roadway:

(See attached description, Exhibit A)

for public roadway and City of Peoria utilities or other utilities as expressly authorized by the City of Peoria.

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 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 therein.

Notary Public

My Commission Expires:



LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST 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 SOUTH QUARTER CORNER OF SECTION 34;

THENCE N89°37'13" E A DISTANCE OF 479.26 FEET ALONG THE SOUTH LINE OF SAID SECTION 34 AND THE MONUMENT LINE OF NORTHERN AVENUE;

THENCE N00°12'14" W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NORTHERN AVENUE AND THE SOUTHWEST CORNER OF PARCEL 142-33-237A AS RECORDED IN THE OFFICE OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, WHICH IS THE TRUE POINT OF BEGINNING;

THENCE N00°12'14" W A DISTANCE OF 25.00 FEET ALONG THE WEST LINE OF SAID PARCEL;

THENCE N89°37'13" E A DISTANCE OF 784.18 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL;

THENCE S00°18'05" W A DISTANCE OF 25 FEET ALONG THE EAST LINE OF SAID PARCEL TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NORTHERN AVENUE;

THENCE S89°37'13" W A DISTANCE OF 783.96 FEET ALONG THE SOUTH LINE OF SAID PARCEL AND THE NORTH RIGHT-OF-WAY LINE OF SAID NORTHERN AVENUE, WHICH IS THE TRUE POINT OF BEGINNING.

AREA = 19,602 SQ FT OR 0.45 AC

Page 1 of 2

Title: PARCEL 142-33-237A RIGHT OF WAY DEDICATION

Preparing Firm: MILLER AND SONS SURVEYING LLC

Address: 15609 W. BRILES RD. SURPRISE, AZ. 85387

Phone: (623) 875-1200

Fax: (623) 875-3777

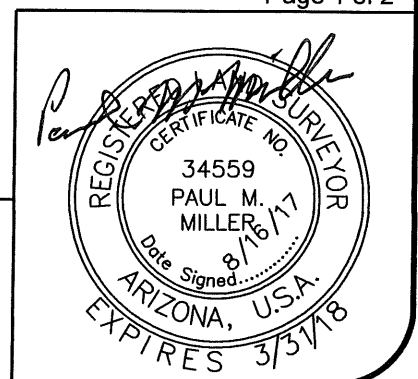
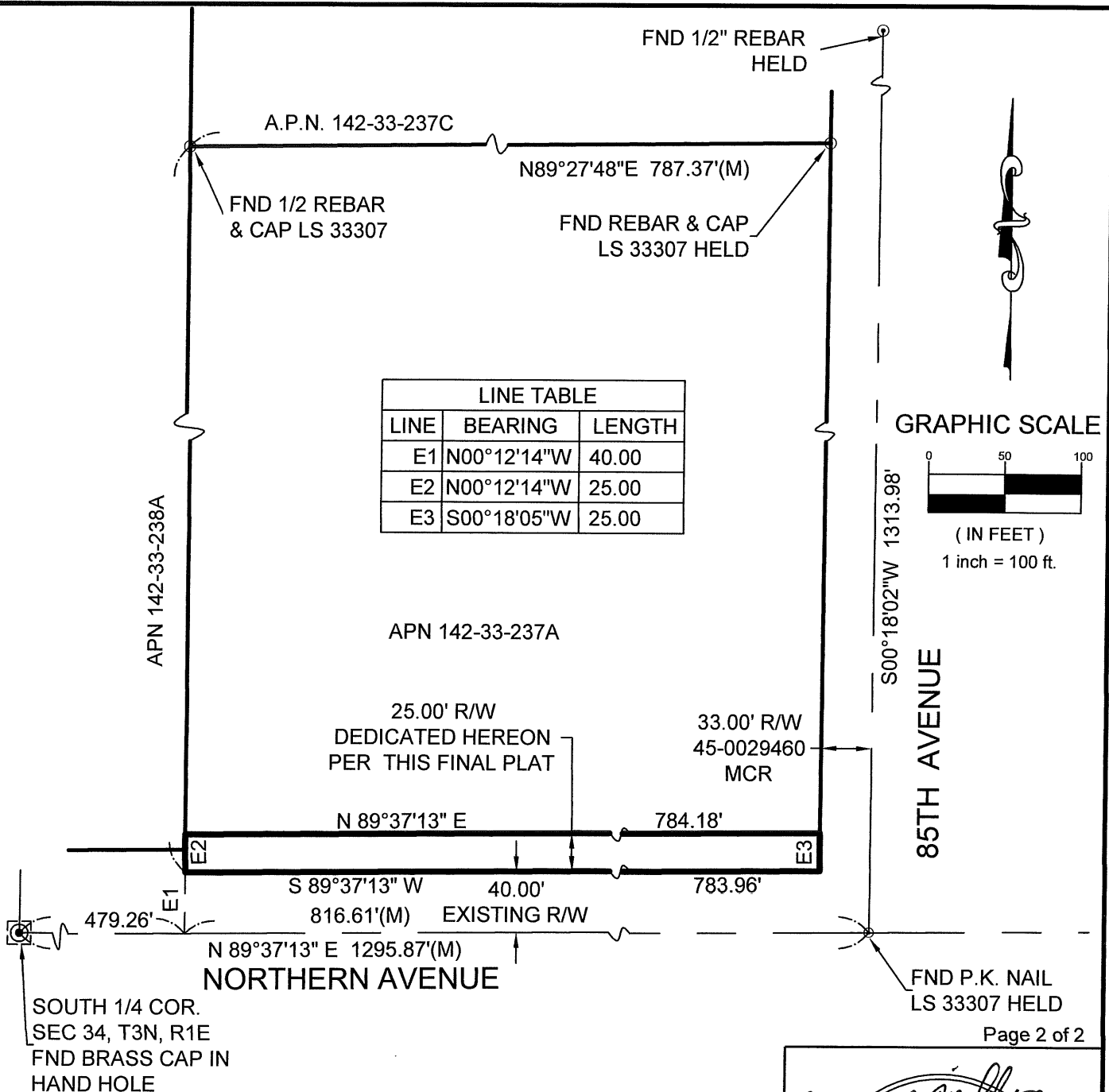




EXHIBIT A

SKETCH



Page 2 of 2

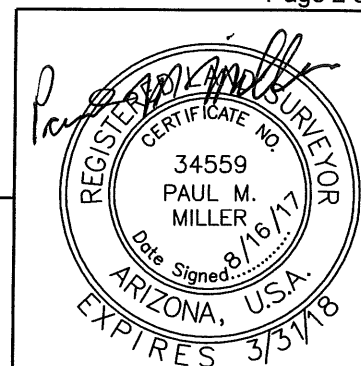
Title: PARCEL 142-33-237A RIGHT OF WAY DEDICATION

Preparing Firm: MILLER AND SONS SURVEYING

Address: 15609 W. BRILES RD. SURPRISE, AZ. 85387

Phone: (623) 875-1200

Fax: (623) 845-3777



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14C.

Date Prepared: 8/28/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

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

SUBJECT: Replat, Fourth Amended Plat of a Condominium Final Plat of CV Condominiums Phase One, Lake Pleasant Parkway and Cibola Vista Drive

Purpose:

This is a request for City Council to approve the Replat of "Fourth Amended Plat of a Condominium Final Plat of CV Condominiums Phase One," located on Lake Pleasant Parkway and Cibola Vista Drive, 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 and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the City Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Background/Summary:

The purpose of the Replat is to amend the previous plat by adding additional condominium buildings and adjusting the easements as necessary. This development is within the City's water/sewer service area.

Previous Actions:

The condominium plat was reviewed by the City, approved, and recorded in 2003 (Book 655

Page 10).

Options:

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

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

Staff Recommendation:

Discussion and possible action to approve the Replat, Fourth Amended Plat of a Condominium Final Plat of CV Condominiums Phase One, located at Lake Pleasant Parkway and Cibola Vista Drive, 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

A. AND CONSTRUCTED FOR THE PURPOSE OF PROVIDING A PLACE FOR THE UTILITY ELEMENTS, EXCEPT WHERE SHOWN OTHERWISE ON THE PLANS. THE UTILITY ELEMENTS SHALL BE INSTALLED IN EXPOSED GRASS OR PLANTING UNDERGROUND THAT IS ONLY FOR THE PURPOSE OF PROVIDING A PLACE FOR THE UTILITY ELEMENTS OR PLANTING THAT WILL BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF THE UTILITY ELEMENTS.

B. ALL NEW AND EXISTING UTILITY, ELECTRIC, ACQUISITIES LESS THAN 6 INCH, CABLE TV, TELECOMMUNICATIONS PIPES, CABLES, DUCTS, AND ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS AND SHALL BE INSTALLED IN EXPOSED GRASS OR PLANTING UNDERGROUND THAT IS ONLY FOR THE PURPOSE OF PROVIDING A PLACE FOR THE UTILITY ELEMENTS OR PLANTING THAT WILL BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF THE UTILITY ELEMENTS.

2. ALL LOT OWNERS SHALL BE KNOLEDGMENT WITH Y. TREAT AND CARRIED OR MOVED BEHIND THE RECONSTRUCTION OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, SAID LINE BEARS NORTH 00°17'29" EAST

© 2000 AIGRIS INSURANCE CO. A PER THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 1235 of 4425, Map No. 04013C/1235L, CITY OF PEORIA PANEL 040050 1235 L DATED OCTOBER 18, 2013.

BENCHMARK 511.2" IN DIA. CODE 211 - 2" BRASS CAP IN CONCRETE FILLED PIPE AT THE NORTH QUARTER CORNER OF SECTION 3
TOWNSHIP 5 NORTH RANGE 1 EAST : ELEVATION = 1378.76 (CITY OF PEORIA DATUM)

A LEGAL DESCRIPTION OF THE BOUNDARY OF THIS PLAT, WHICH INCLUDES

COMMERCIAL AT THE EAST QUARTER CORNER OF SECTION 32.

- AN EMBROIDERED PATCH POSITION OF SAID AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING:
- FOR: HAT PIMPLE; RECORDED IN DOCKET 7803 OF HAMMOND COUNTY RECORDS, PAGE 189
- FOR: ELECTRIC DOME; RECORDED IN DOCKET 1791 OF HAMMOND COUNTY RECORDS, PAGE 485
- AN EMBROIDERED PATCH POSITION OF SAID AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING:
 - FOR: VAPOR LINE; RECORDED IN HAMMOND COUNTY RECORDS AT RECORDERS NO. 3601-102979
- AN EMBROIDERED PATCH POSITION OF SAID AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING:
 - FOR: VAPOR LINE; RECORDED IN HAMMOND COUNTY RECORDS AT RECORDERS NO. 3601-102979
- AN EMBROIDERED PATCH POSITION OF SAID AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING:
 - FOR: POLICE OFFICER; RECORDED IN HAMMOND COUNTY RECORDS AT RECORDERS NO. 3601-132426

PAUL ANNA AS AWARD WINNER

NOT CONSIDERED UNIT AREA AS PREFERRED RESERVE									
BUILDING 13									
UNIT NO. 4271:	622 S.F.	UNIT NO. 4212:	864 S.F.	UNIT NO. 4213:	820 S.F.	UNIT NO. 4214:	864 S.F.	UNIT NO. 4215:	864 S.F.
UNIT NO. 4281:	622 S.F.	UNIT NO. 4216:	879 S.F.	UNIT NO. 4218:	860 S.F.	UNIT NO. 4219:	879 S.F.	UNIT NO. 4220:	860 S.F.
UNIT NO. 4291:	622 S.F.	UNIT NO. 4222:	879 S.F.	UNIT NO. 4223:	822 S.F.	UNIT NO. 4224:	879 S.F.	UNIT NO. 4225:	879 S.F.
UNIT NO. 4201:	622 S.F.	UNIT NO. 4226:	879 S.F.	UNIT NO. 4228:	822 S.F.	UNIT NO. 4229:	879 S.F.	UNIT NO. 4230:	879 S.F.
UNIT NO. 4241:	622 S.F.	UNIT NO. 4232:	879 S.F.	UNIT NO. 4233:	822 S.F.	UNIT NO. 4234:	879 S.F.	UNIT NO. 4235:	879 S.F.
UNIT NO. 4251:	622 S.F.	UNIT NO. 4242:	879 S.F.	UNIT NO. 4243:	822 S.F.	UNIT NO. 4244:	879 S.F.	UNIT NO. 4245:	879 S.F.
UNIT NO. 4261:	622 S.F.	UNIT NO. 4246:	879 S.F.	UNIT NO. 4247:	822 S.F.	UNIT NO. 4248:	879 S.F.	UNIT NO. 4249:	879 S.F.
BUILDING 14									
UNIT NO. 4311:	1956 S.F.	UNIT NO. 4121:	1918 S.F.	UNIT NO. 4131:	1510 S.F.	UNIT NO. 4141:	1510 S.F.	UNIT NO. 4151:	1510 S.F.
UNIT NO. 4341:	622 S.F.	UNIT NO. 4122:	864 S.F.	UNIT NO. 4123:	820 S.F.	UNIT NO. 4124:	864 S.F.	UNIT NO. 4125:	864 S.F.
UNIT NO. 4351:	622 S.F.	UNIT NO. 4126:	879 S.F.	UNIT NO. 4128:	860 S.F.	UNIT NO. 4129:	879 S.F.	UNIT NO. 4130:	860 S.F.
UNIT NO. 4361:	622 S.F.	UNIT NO. 4132:	879 S.F.	UNIT NO. 4133:	822 S.F.	UNIT NO. 4134:	879 S.F.	UNIT NO. 4135:	879 S.F.
UNIT NO. 4371:	622 S.F.	UNIT NO. 4136:	879 S.F.	UNIT NO. 4138:	822 S.F.	UNIT NO. 4139:	879 S.F.	UNIT NO. 4140:	879 S.F.
UNIT NO. 4381:	622 S.F.	UNIT NO. 4142:	879 S.F.	UNIT NO. 4143:	822 S.F.	UNIT NO. 4144:	879 S.F.	UNIT NO. 4145:	879 S.F.
UNIT NO. 4391:	622 S.F.	UNIT NO. 4146:	879 S.F.	UNIT NO. 4148:	822 S.F.	UNIT NO. 4149:	879 S.F.	UNIT NO. 4150:	879 S.F.
UNIT NO. 4401:	622 S.F.	UNIT NO. 4152:	879 S.F.	UNIT NO. 4153:	822 S.F.	UNIT NO. 4154:	879 S.F.	UNIT NO. 4155:	879 S.F.
UNIT NO. 4411:	622 S.F.	UNIT NO. 4156:	879 S.F.	UNIT NO. 4158:	822 S.F.	UNIT NO. 4159:	879 S.F.	UNIT NO. 4160:	879 S.F.
UNIT NO. 4421:	622 S.F.	UNIT NO. 4162:	879 S.F.	UNIT NO. 4163:	822 S.F.	UNIT NO. 4164:	879 S.F.	UNIT NO. 4165:	879 S.F.
UNIT NO. 4431:	622 S.F.	UNIT NO. 4166:	879 S.F.	UNIT NO. 4168:	822 S.F.	UNIT NO. 4169:	879 S.F.	UNIT NO. 4170:	879 S.F.
UNIT NO. 4441:	622 S.F.	UNIT NO. 4172:	879 S.F.	UNIT NO. 4173:	822 S.F.	UNIT NO. 4174:	879 S.F.	UNIT NO. 4175:	879 S.F.
UNIT NO. 4451:	622 S.F.	UNIT NO. 4176:	879 S.F.	UNIT NO. 4178:	822 S.F.	UNIT NO. 4179:	879 S.F.	UNIT NO. 4180:	879 S.F.
UNIT NO. 4461:	622 S.F.	UNIT NO. 4182:	879 S.F.	UNIT NO. 4183:	822 S.F.	UNIT NO. 4184:	879 S.F.	UNIT NO. 4185:	879 S.F.
UNIT NO. 4471:	622 S.F.	UNIT NO. 4186:	879 S.F.	UNIT NO. 4188:	822 S.F.	UNIT NO. 4189:	879 S.F.	UNIT NO. 4190:	879 S.F.
UNIT NO. 4481:	622 S.F.	UNIT NO. 4192:	879 S.F.	UNIT NO. 4193:	822 S.F.	UNIT NO. 4194:	879 S.F.	UNIT NO. 4195:	879 S.F.
UNIT NO. 4491:	622 S.F.	UNIT NO. 4196:	879 S.F.	UNIT NO. 4198:	822 S.F.	UNIT NO. 4199:	879 S.F.	UNIT NO. 4200:	879 S.F.
UNIT NO. 4501:	622 S.F.	UNIT NO. 4202:	879 S.F.	UNIT NO. 4203:	822 S.F.	UNIT NO. 4204:	879 S.F.	UNIT NO. 4205:	879 S.F.
UNIT NO. 4511:	622 S.F.	UNIT NO. 4206:	879 S.F.	UNIT NO. 4208:	822 S.F.	UNIT NO. 4209:	879 S.F.	UNIT NO. 4210:	879 S.F.
UNIT NO. 4521:	622 S.F.	UNIT NO. 4212:	879 S.F.	UNIT NO. 4213:	822 S.F.	UNIT NO. 4214:	879 S.F.	UNIT NO. 4215:	879 S.F.
UNIT NO. 4531:	622 S.F.	UNIT NO. 4216:	879 S.F.	UNIT NO. 4218:	822 S.F.	UNIT NO. 4219:	879 S.F.	UNIT NO. 4220:	879 S.F.
UNIT NO. 4541:	622 S.F.	UNIT NO. 4222:	879 S.F.	UNIT NO. 4223:	822 S.F.	UNIT NO. 4224:	879 S.F.	UNIT NO. 4225:	879 S.F.
UNIT NO. 4551:	622 S.F.	UNIT NO. 4226:	879 S.F.	UNIT NO. 4228:	822 S.F.	UNIT NO. 4229:	879 S.F.	UNIT NO. 4230:	879 S.F.
UNIT NO. 4561:	622 S.F.	UNIT NO. 4232:	879 S.F.	UNIT NO. 4233:	822 S.F.	UNIT NO. 4234:	879 S.F.	UNIT NO. 4235:	879 S.F.
UNIT NO. 4571:	622 S.F.	UNIT NO. 4236:	879 S.F.	UNIT NO. 4238:	822 S.F.	UNIT NO. 4239:	879 S.F.	UNIT NO. 4240:	879 S.F.
UNIT NO. 4581:	622 S.F.	UNIT NO. 4242:	879 S.F.	UNIT NO. 4243:	822 S.F.	UNIT NO. 4244:	879 S.F.	UNIT NO. 4245:	879 S.F.
UNIT NO. 4591:	622 S.F.	UNIT NO. 4246:	879 S.F.	UNIT NO. 4248:	822 S.F.	UNIT NO. 4249:	879 S.F.	UNIT NO. 4250:	879 S.F.
UNIT NO. 4601:	622 S.F.	UNIT NO. 4252:	879 S.F.	UNIT NO. 4253:	822 S.F.	UNIT NO. 4254:	879 S.F.	UNIT NO. 4255:	879 S.F.
UNIT NO. 4611:	622 S.F.	UNIT NO. 4256:	879 S.F.	UNIT NO. 4258:	822 S.F.	UNIT NO. 4259:	879 S.F.	UNIT NO. 4260:	879 S.F.
UNIT NO. 4621:	622 S.F.	UNIT NO. 4262:	879 S.F.	UNIT NO. 4263:	822 S.F.	UNIT NO. 4264:	879 S.F.	UNIT NO. 4265:	879 S.F.
UNIT NO. 4631:	622 S.F.	UNIT NO. 4266:	879 S.F.	UNIT NO. 4268:	822 S.F.	UNIT NO. 4269:	879 S.F.	UNIT NO. 4270:	879 S.F.
UNIT NO. 4641:	622 S.F.	UNIT NO. 4272:	879 S.F.	UNIT NO. 4273:	822 S.F.	UNIT NO. 4274:	879 S.F.	UNIT NO. 4275:	879 S.F.
UNIT NO. 4651:	622 S.F.	UNIT NO. 4276:	879 S.F.	UNIT NO. 4278:	822 S.F.	UNIT NO. 4279:	879 S.F.	UNIT NO. 4280:	879 S.F.
UNIT NO. 4661:	622 S.F.	UNIT NO. 4282:	879 S.F.	UNIT NO. 4283:	822 S.F.	UNIT NO. 4284:	879 S.F.	UNIT NO. 4285:	879 S.F.
UNIT NO. 4671:	622 S.F.	UNIT NO. 4286:	879 S.F.	UNIT NO. 4288:	822 S.F.	UNIT NO. 4289:	879 S.F.	UNIT NO. 4290:	879 S.F.
UNIT NO. 4681:	622 S.F.	UNIT NO. 4292:	879 S.F.	UNIT NO. 4293:	822 S.F.	UNIT NO. 4294:	879 S.F.	UNIT NO. 4295:	879 S.F.
UNIT NO. 4691:	622 S.F.	UNIT NO. 4296:	879 S.F.	UNIT NO. 4298:	822 S.F.	UNIT NO. 4299:	879 S.F.	UNIT NO. 4300:	879 S.F.
UNIT NO. 4701:	622 S.F.	UNIT NO. 4302:	879 S.F.	UNIT NO. 4303:	822 S.F.	UNIT NO. 4304:	879 S.F.	UNIT NO. 4305:	879 S.F.
UNIT NO. 4711:	622 S.F.	UNIT NO. 4306:	879 S.F.	UNIT NO. 4308:	822 S.F.	UNIT NO. 4309:	879 S.F.	UNIT NO. 4310:	879 S.F.
UNIT NO. 4721:	622 S.F.	UNIT NO. 4312:	879 S.F.	UNIT NO. 4313:	822 S.F.	UNIT NO. 4314:	879 S.F.	UNIT NO. 4315:	879 S.F.
UNIT NO. 4731:	622 S.F.	UNIT NO. 4316:	879 S.F.	UNIT NO. 4318:	822 S.F.	UNIT NO. 4319:	879 S.F.	UNIT NO. 4320:	879 S.F.
UNIT NO. 4741:	622 S.F.	UNIT NO. 4322:	879 S.F.	UNIT NO. 4323:	822 S.F.	UNIT NO. 4324:	879 S.F.	UNIT NO. 4325:	879 S.F.
UNIT NO. 4751:	622 S.F.	UNIT NO. 4326:	879 S.F.	UNIT NO. 4328:	822 S.F.	UNIT NO. 4329:	879 S.F.	UNIT NO. 4330:	879 S.F.
UNIT NO. 4761:	622 S.F.	UNIT NO. 4332:	879 S.F.	UNIT NO. 4333:	822 S.F.	UNIT NO. 4334:	879 S.F.	UNIT NO. 4335:	879 S.F.
UNIT NO. 4771:	622 S.F.	UNIT NO. 4336:	879 S.F.	UNIT NO. 4338:	822 S.F.	UNIT NO. 4339:	879 S.F.	UNIT NO. 4340:	879 S.F.
UNIT NO. 4781:	622 S.F.	UNIT NO. 4342:	879 S.F.	UNIT NO. 4343:	822 S.F.	UNIT NO. 4344:	879 S.F.	UNIT NO. 4345:	879 S.F.
UNIT NO. 4791:	622 S.F.	UNIT NO. 4346:	879 S.F.	UNIT NO. 4348:	822 S.F.	UNIT NO. 4349:	879 S.F.	UNIT NO. 4350:	879 S.F.
UNIT NO. 4801:	622 S.F.	UNIT NO. 4352:	879 S.F.	UNIT NO. 4353:	822 S.F.	UNIT NO. 4354:	879 S.F.	UNIT NO. 4355:	879 S.F.
UNIT NO. 4811:	622 S.F.	UNIT NO. 4356:	879 S.F.	UNIT NO. 4358:	822 S.F.	UNIT NO. 4359:	879 S.F.	UNIT NO. 4360:	879 S.F.
UNIT NO. 4821:	622 S.F.	UNIT NO. 4362:	879 S.F.	UNIT NO. 4363:	822 S.F.	UNIT NO. 4364:	879 S.F.	UNIT NO. 4365:	879 S.F.
UNIT NO. 4831:	622 S.F.	UNIT NO. 4366:	879 S.F.	UNIT NO. 4368:	822 S.F.	UNIT NO. 4369:	879 S.F.	UNIT NO. 4370:	879 S.F.
UNIT NO. 4841:	622 S.F.	UNIT NO. 4372:	879 S.F.	UNIT NO. 4373:	822 S.F.	UNIT NO. 4374:	879 S.F.	UNIT NO. 4375:	879 S.F.
UNIT NO. 4851:	622 S.F.	UNIT NO. 4376:	879 S.F.	UNIT NO. 4378:	822 S.F.	UNIT NO. 4379:	879 S.F.	UNIT NO. 4380:	879 S.F.
UNIT NO. 4861:	622 S.F.	UNIT NO. 4382:	879 S.F.	UNIT NO. 4383:	822 S.F.	UNIT NO. 4384:	879 S.F.	UNIT NO. 4385:	879 S.F.
UNIT NO. 4871:	622 S.F.	UNIT NO. 4386:	879 S.F.	UNIT NO. 4388:	822 S.F.	UNIT NO. 4389:	879 S.F.	UNIT NO. 4390:	879 S.F.
UNIT NO. 4881:	622 S.F.	UNIT NO. 4392:	879 S.F.	UNIT NO. 4393:	822 S.F.	UNIT NO. 4394:	879 S.F.	UNIT NO. 4395:	879 S.F.
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UNIT NO. 4921:	622 S.F.	UNIT NO. 4412:	879 S.F.	UNIT NO. 4413:	822 S.F.	UNIT NO. 4414:	879 S.F.	UNIT NO. 4415:	879 S.F.
UNIT NO. 4931:	622 S.F.	UNIT NO. 4416:	879 S.F.	UNIT NO. 4418:	822 S.F.	UNIT NO. 4419:	879 S.F.	UNIT NO. 4420:	879 S.F.
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UNIT NO. 4951:	622 S.F.	UNIT NO. 4426:	879 S.F.	UNIT NO. 4428:	822 S.F.	UNIT NO. 4429:	879 S.F.	UNIT NO. 4430:	879 S.F.
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UNIT NO. 5251:	622 S.F.	UNIT NO. 4576:	879 S.F.	UNIT NO. 4578:	822 S.F.	UNIT NO. 4579:	879 S.F.	UNIT NO. 4580:	879 S.F.
UNIT NO. 5261:	622 S.F.	UNIT NO. 4582:	879 S.F.	UNIT NO. 4583:	822 S.F.	UNIT NO. 4584:	879 S.F.	UNIT NO. 4585:	879 S.F.
UNIT NO. 5271:	622 S.F.	UNIT NO. 4586:	879 S.F.	UNIT NO. 4588:	822 S.F.	UNIT NO. 4589:	879 S.F.	UNIT NO. 4590:	879 S.F.
UNIT NO. 5281:	622 S.F.	UNIT NO. 4592:	879 S.F.	UNIT NO. 4593:	822 S.F.	UNIT NO. 4594:	879 S.F.	UNIT NO. 4595:	879 S.F.
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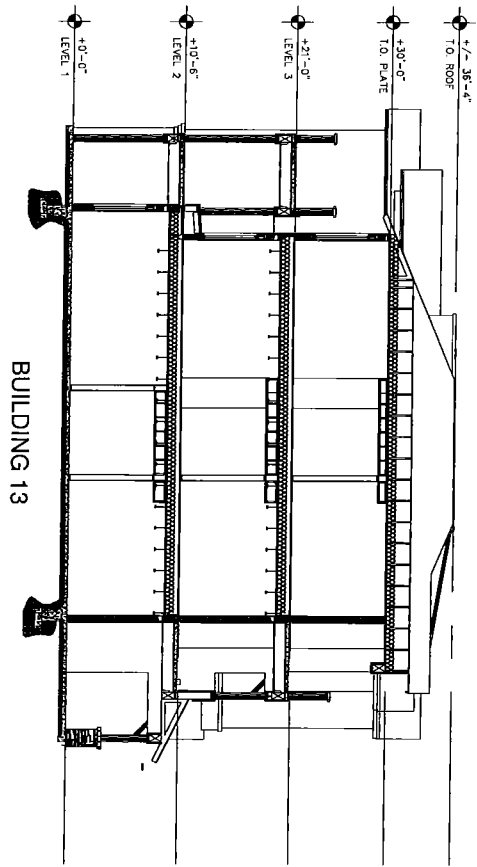
 Section Corner Find (Movement as Normal)
 Section 1/4 Cor. Find (Movement as Normal)
 Existing Property Corner Find (As Noted)
 Existing Brass Cap or Street CL. Find (As Noted)
 _____ Section / Movement Unknown
 _____ Property / Right of Way Unknown
 _____ Existing Easement Unknown

CRANE TABLE			
CRANE	LENGTH	NADIR	DELTA ANGL
C1	480.87	470.07	80°34'27"
C2	387.87	560.07	42°15'08"
C3	628.87	680.07	78°00'14"
C4	148.14	160.07	62°33'11"
C5	328.72	460.07	41°39'27"
C6	38.06	470.07	47°07'14"
C7	84.62	440.07	19°51'26"
C8	97.62	128.06	42°20'05"
C9	131.17	80.07	18°01'58"
C10	44.27	80.07	46°09'08"
C11	44.42	21.77	117°15'32"

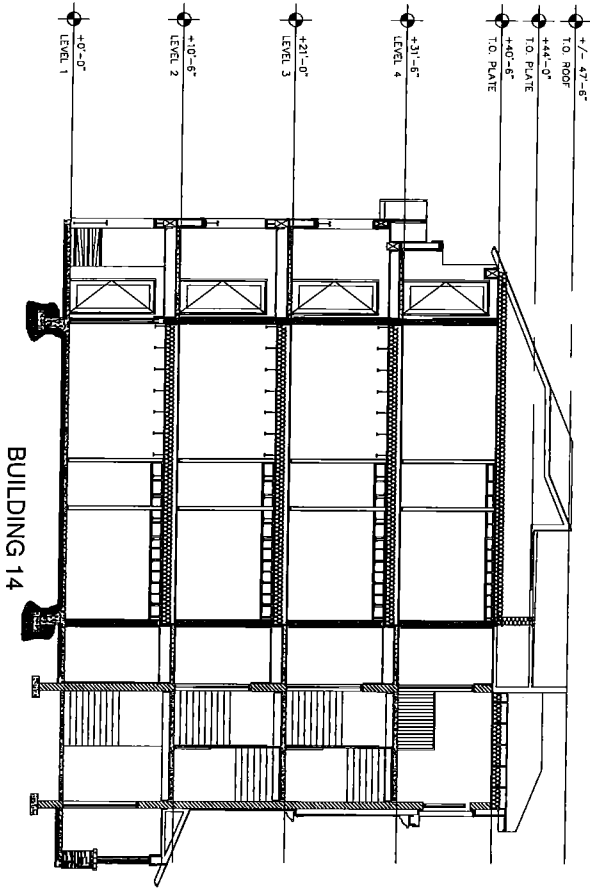
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LINE	LENGTH	BEARING	
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L2	44.16	S50°02'22"E	
L3	12.20	S72°04'33"E	
L7	18.18	S91°28'01"E	
L5	108.28	S64°28'25"E	
L6	201.79	S64°00'25"W	
L10	82.82	N00°00'25"W	
L11	60.47	S60°00'25"E	
L12	60.47	S64°28'25"E	
L13	78.88	S64°00'25"W	
L14	84.72	N45°00'00"W	
L15	157.82	N11°25'34"E	
L16	78.88	N08°42'22"E	
L18	78.88	N17°12'22"E	
L25	88.44	N01°17'00"E	
L26	88.44	N01°17'00"E	
L28	228.12	S14°12'34"W	
L29	228.12	S89°25'02"E	
L37	118.10	S62°30'02"E	

VANGUARD
Professional Services, LLC

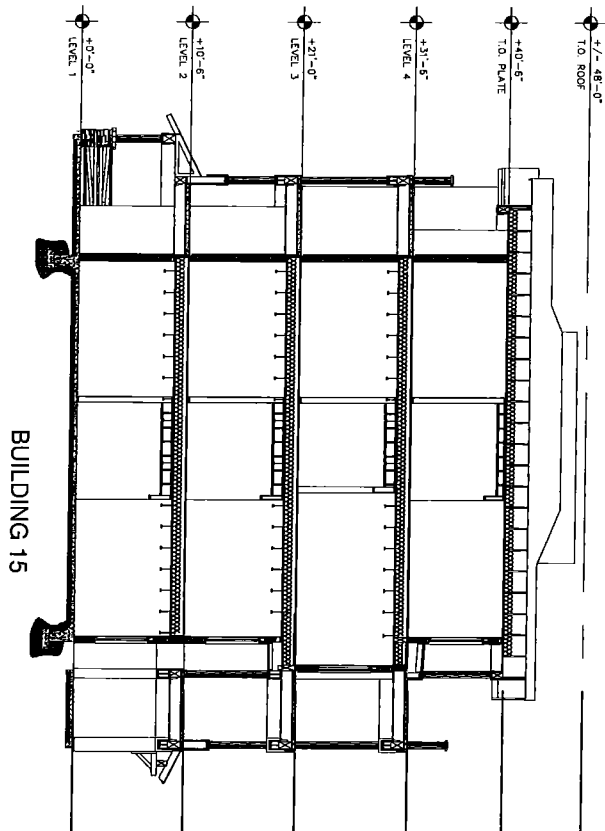
1500 WEST STATE ST. STE. 100 • LITTLE ROCK, AR 72201 • P. (501) 233-0000



BUILDING 13



BUILDING 14



BUILDING 15



DATE	REV No	NARRATIVE
05/25/17	01	1st City Review Comments dated 04/24/17
06/28/17	02	2nd City Review Comments dated 06/17/17

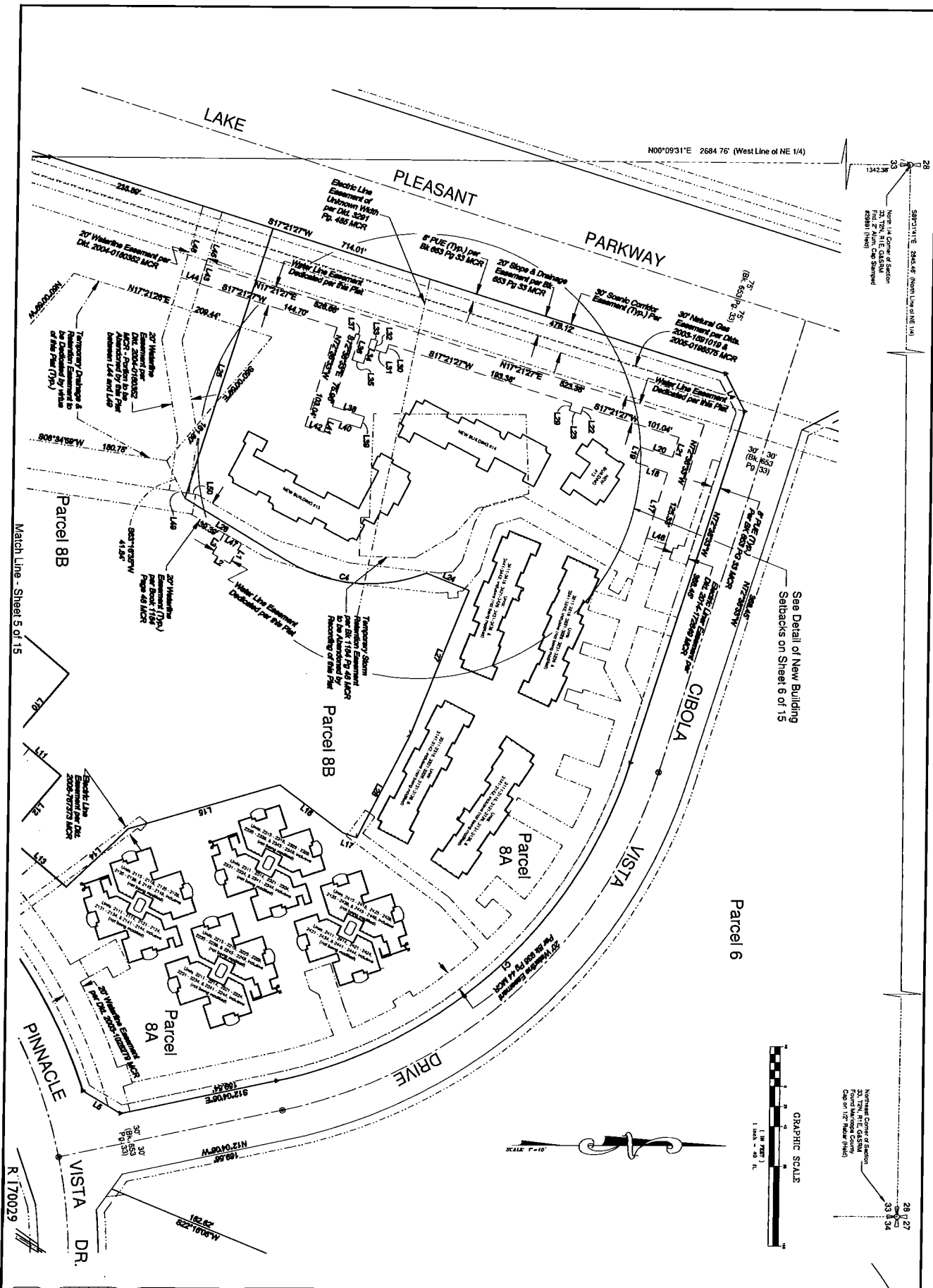
"FOURTH AMENDED PLAT
of a Condominium Final Plat
of CV Condominiums Phase One"



DATE:	03/20/17
DESIGN:	3/27/17
REVIEW:	3/27/17
APPROVED:	

R 170029

SHEET 3
OF 15



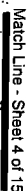
SHEET 4 OF 15



**"FOURTH AMENDED PLAT
of a Condominium Final Plat
of CV Condominiums Phase One"**

DATE	REV No	NARRATIVE
05/26/17	01	1st City Review Comments dated 04/26/17
04/28/17	02	2nd City Review Comments dated 04/19/17





Parcel 8E

1 Gas
per Disk
10 &
5 MCR

Parcel 81

Parcel 8,

FOURTH AMENDED PLAT
of a Condominium Final Plat
of CV Condominiums Phase One"

DATE	REV No	NARRATIVE
05/20/17	01	1st City Review Comments dated 04/24/17
06/15/17	02	2nd City Review Comments dated 06/19/17



235.88'

LAKE

PLEASANT

PARKWAY

(Bk. 653 P. 33)
75° 75°

BUILDING SETBACKS DETAIL

S17°21'27"W

714.01'

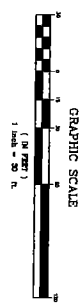
478.12'

30° 30°
(Bk. 653 P. 33)

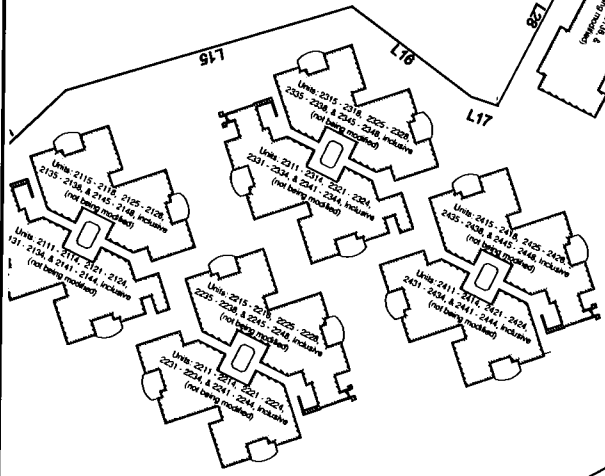
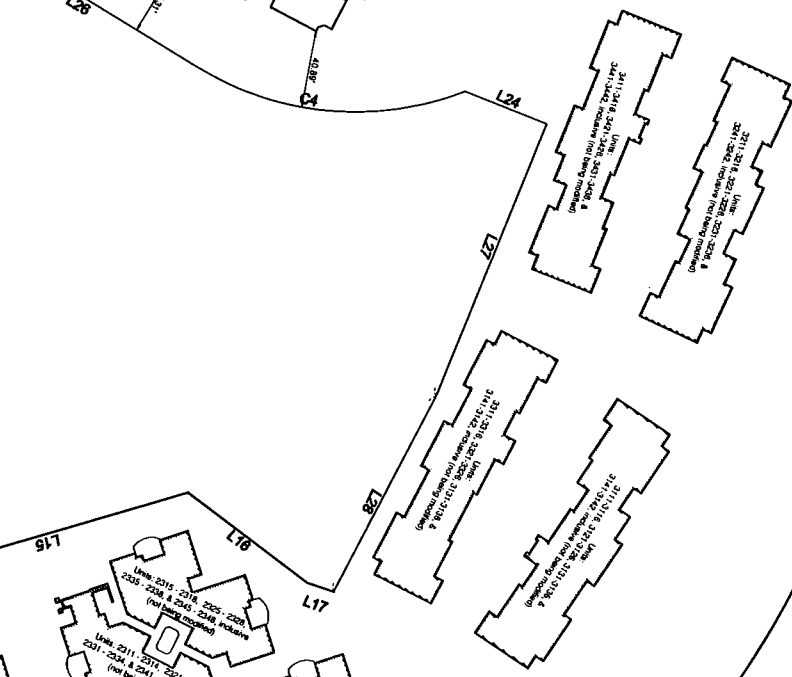
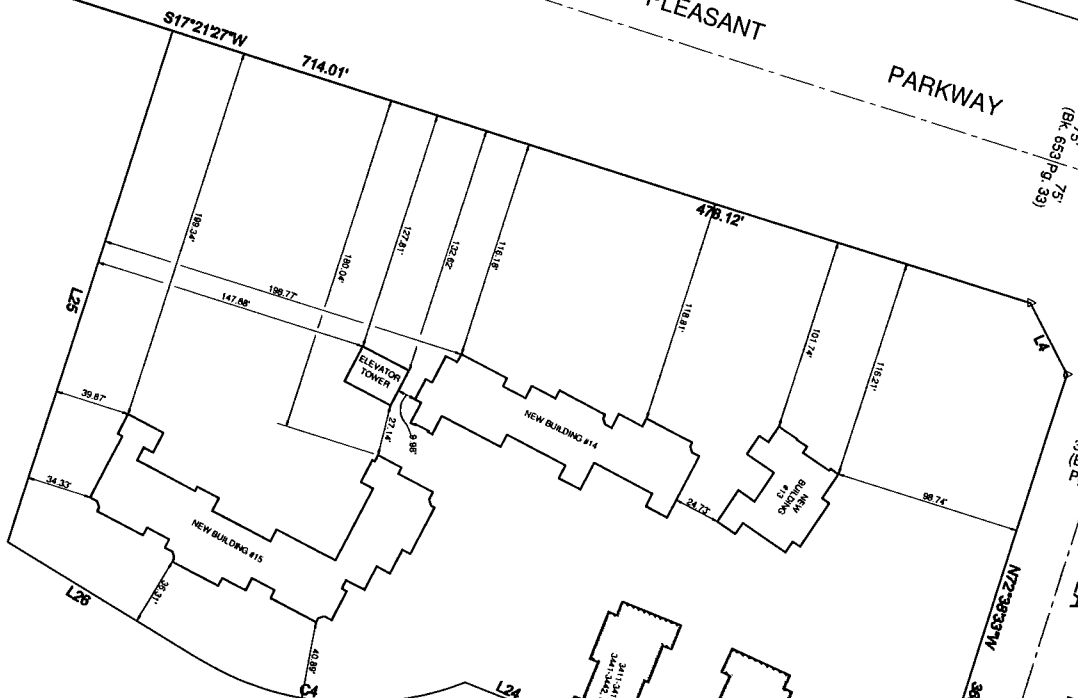
CIBOLA

VISTA

DRIVE

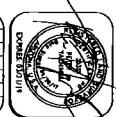


SCALE: 1"=50'



"FOURTH AMENDED PLAT
of a Condominium Final Plat
of CV Condominiums Phase One"

DATE	REV No	NARRATIVE
05/01/17	01	1st City Review Comments dated 04/24/17
06/15/17	02	2nd City Review Comments dated 06/11/17

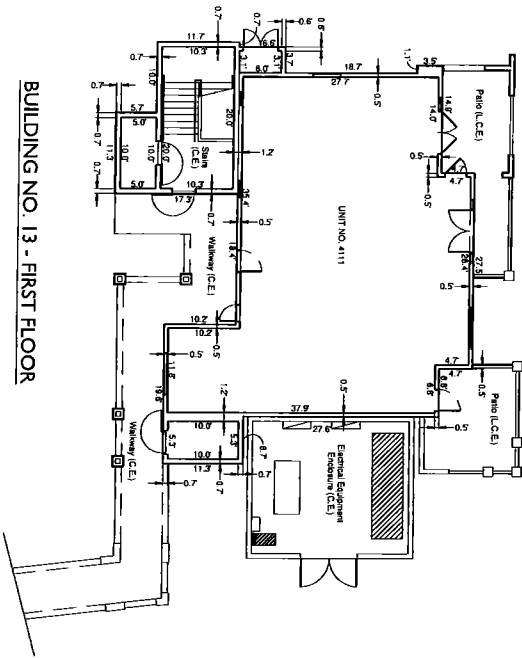


R 170029

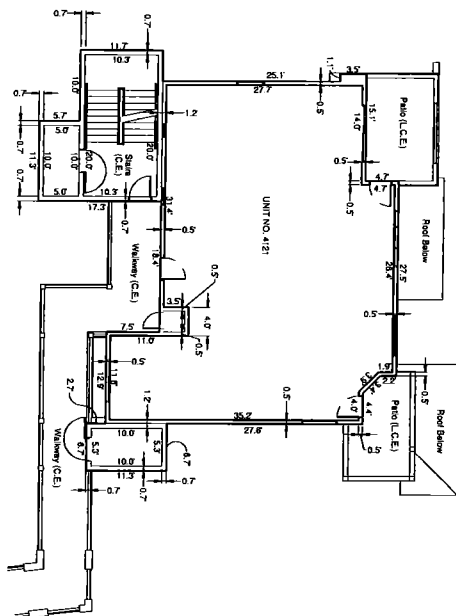
SHEET 6 OF 15

DATE: 06/15/17
SCALE: 1"=50'
DESIGN: JAY
REVIEW: JAY

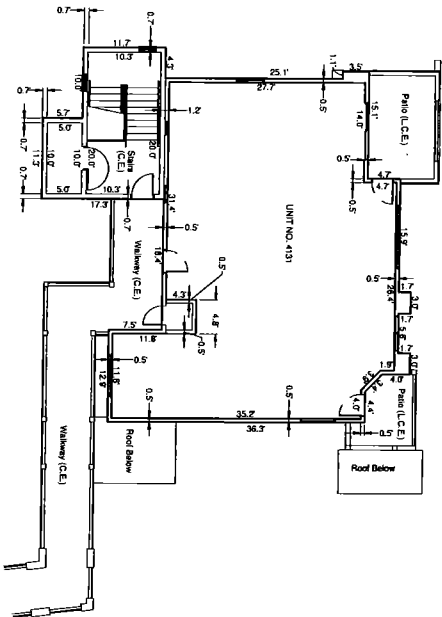
BUILDING NO. 13 - FIRST FLOOR



BUILDING NO. 13 - 2ND FLOOR



BUILDING NO. 13 - 3RD FLOOR



NOTES:

1. ALL WALLS ARE COMMON ELEMENTS.
2. ALL WALLS ARE DIMENSIONED TO THE EXTERIOR FACE OF WALL.

R 170029

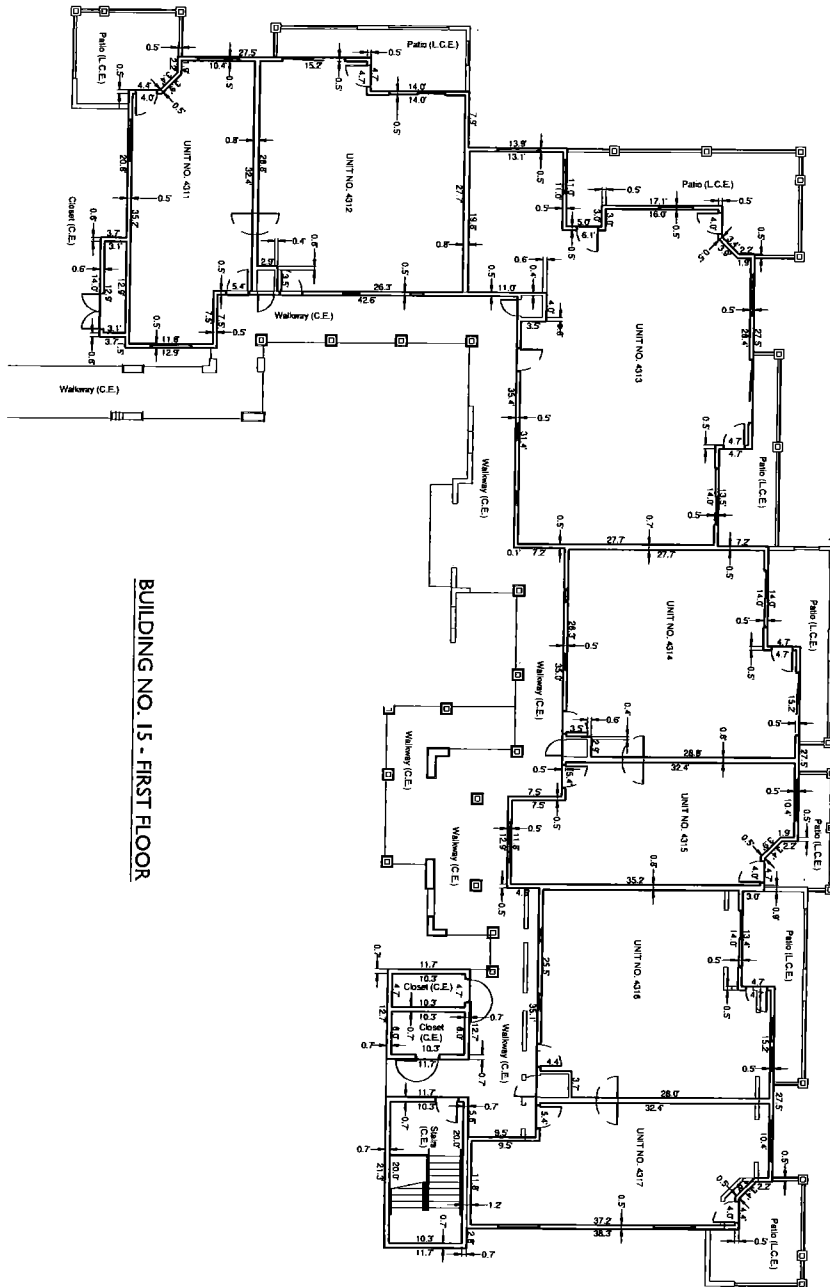
SHEET 7
OF 15



"FOURTH AMENDED PLAT
of a Condominium Final Plat
of CV Condominiums Phase One"

DATE	REV No	NARRATIVE
05/20/17	01	1st City Review Comments dated 04/24/17
06/15/17	02	2nd City Review Comments dated 06/15/17





BUILDING NO. 15 - FIRST FLOOR

NOTES:

1. ALL WALLS ARE COMMON ELEMENTS
2. ALL WALLS ARE DIMENSIONED TO THE EXTERIOR FACE OF WALL.

R 170029

**SHEET 10
OF 15**

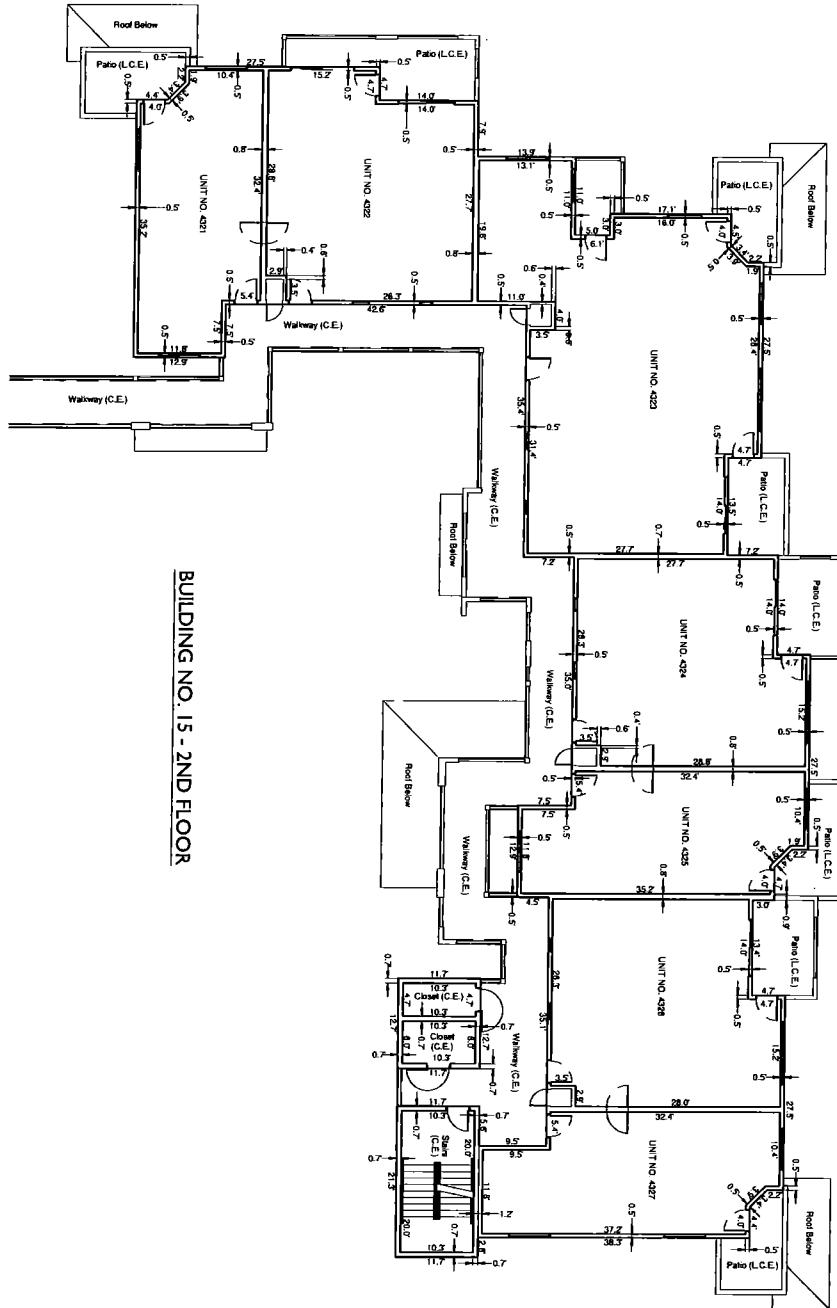
ISS No.	42801
DATE	03/11/17
SCALE	1" = 6'-0"
DESIGN	MM
CHECK	MM
REVIEW	MM



**"FOURTH AMENDED PLAT
of a Condominium Final Plat
of CV Condominiums Phase One"**

DATE	REV No	NARRATIVE
05/26/17	01	1st City Review Comments dated 04/24/17
04/26/17	02	2nd City Review Comments dated 04/19/17





BUILDING NO. 15 - 2ND FLOOR

NOTES:

1. ALL WALLS ARE COMMON ELEMENTS.
2. ALL WALLS ARE DIMENSIONED TO THE EXTERIOR FACE OF WALL.

R 170029

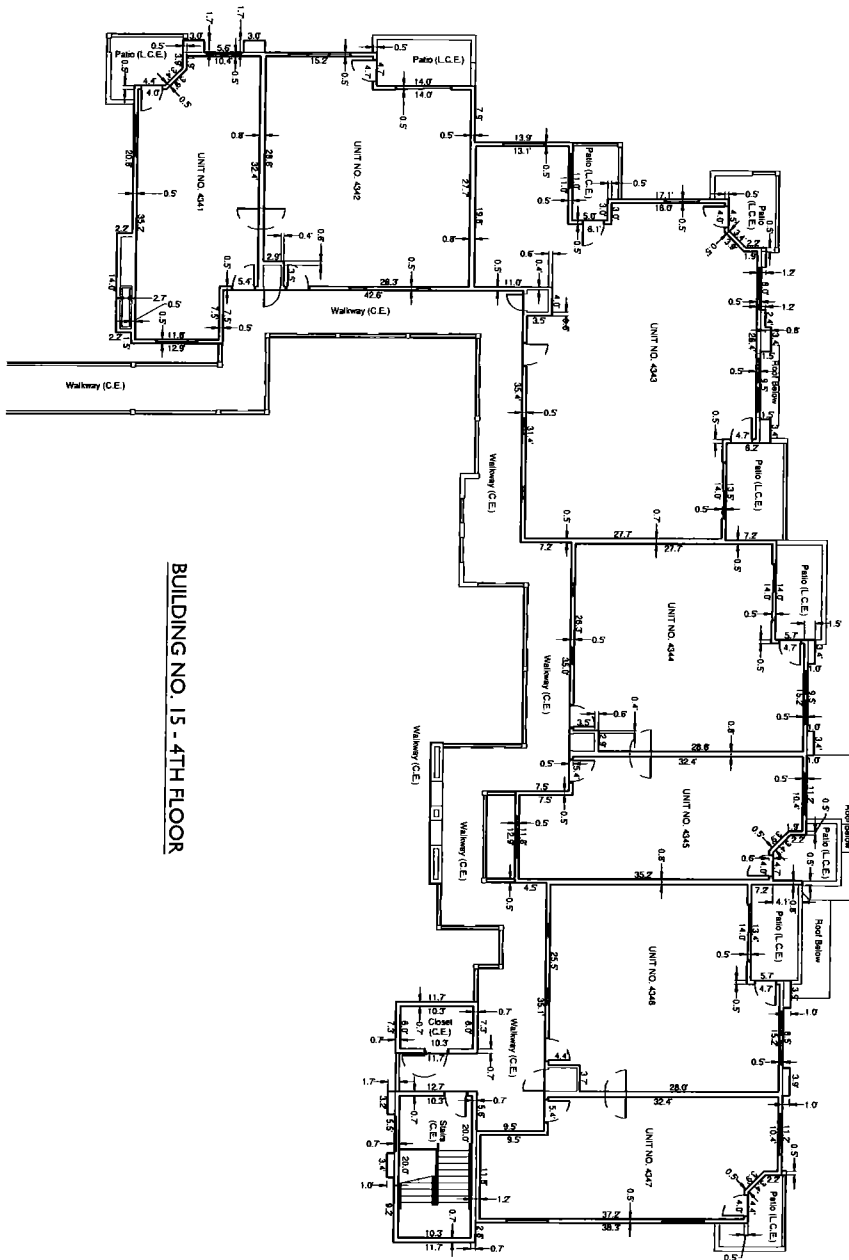
SHEET 11
OF 15



**"FOURTH AMENDED PLAT
of a Condominium Final Plat
of CV Condominiums Phase One"**

DATE	REV No	NARRATIVE
05/26/17	01	1st City Review Comments dated 04/24/17
06/28/17	02	2nd City Review Comments dated 06/19/17





BUILDING NO. 15 - 4TH FLOOR

NOTES:

1. ALL WALLS ARE COMMON ELEMENTS
2. ALL WALLS ARE DIMENSIONED TO THE EXTERIOR FACE OF WALL.

R 170029

SHEET 13
OF 15

DATE	03/11/17
SCALE	1" = 4'-0"
DESIGN	INT
REVIEW	YACOB

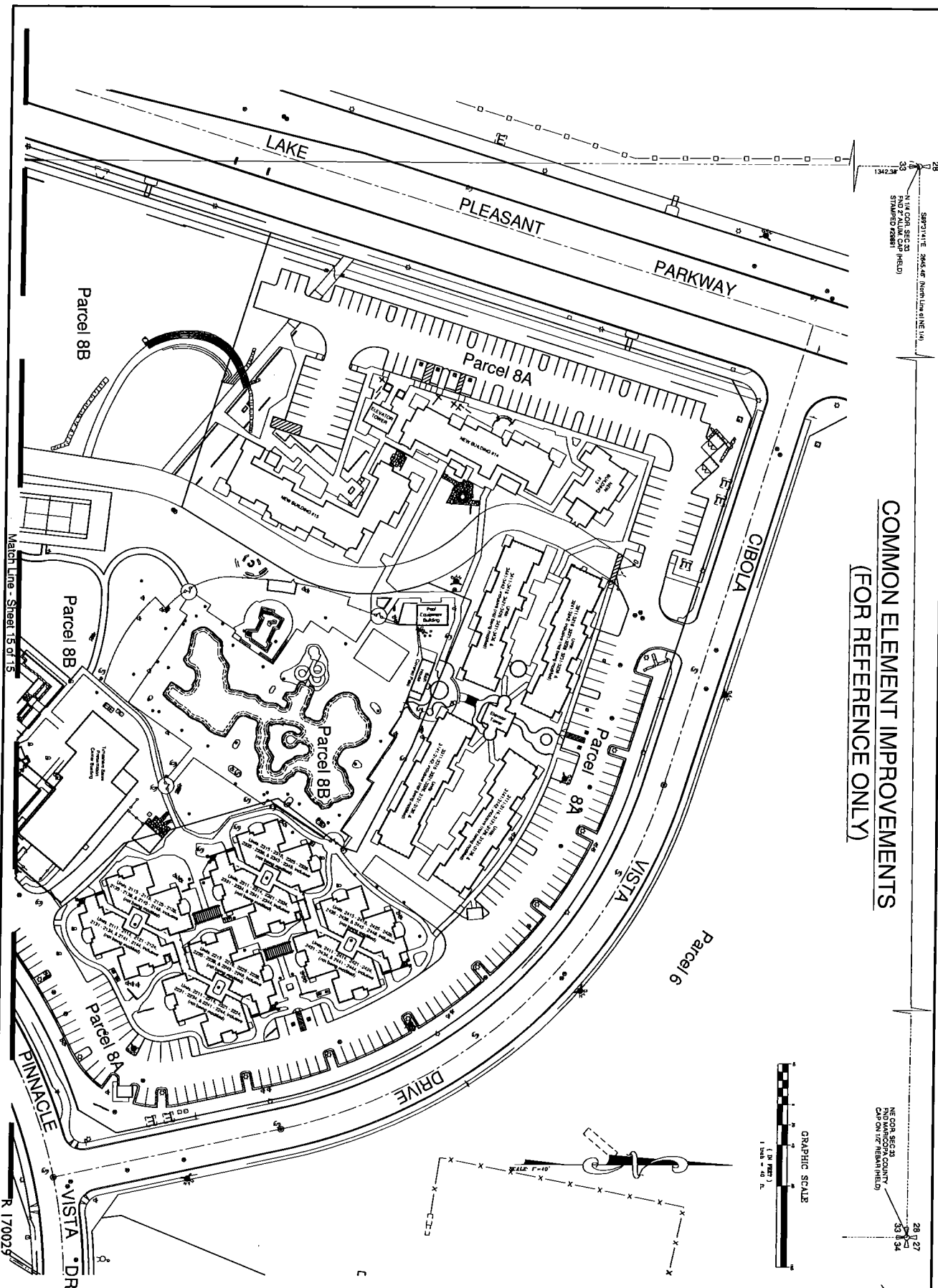


"FOURTH AMENDED PLAT
of a Condominium Final Plat
of CV Condominiums Phase One"

DATE	REV No	NARRATIVE
05/26/17	01	1st City Review Comments dated 04/26/17
06/29/17	02	2nd City Review Comments dated 06/19/17



COMMON ELEMENT IMPROVEMENTS (FOR REFERENCE ONLY)



NE 20th St
INDEPENDENCE COUNTY
CAP ON 1/2" REAR FIELD

28' 07"
33' 34"

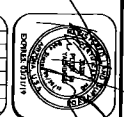
SHEET 14
OF 15

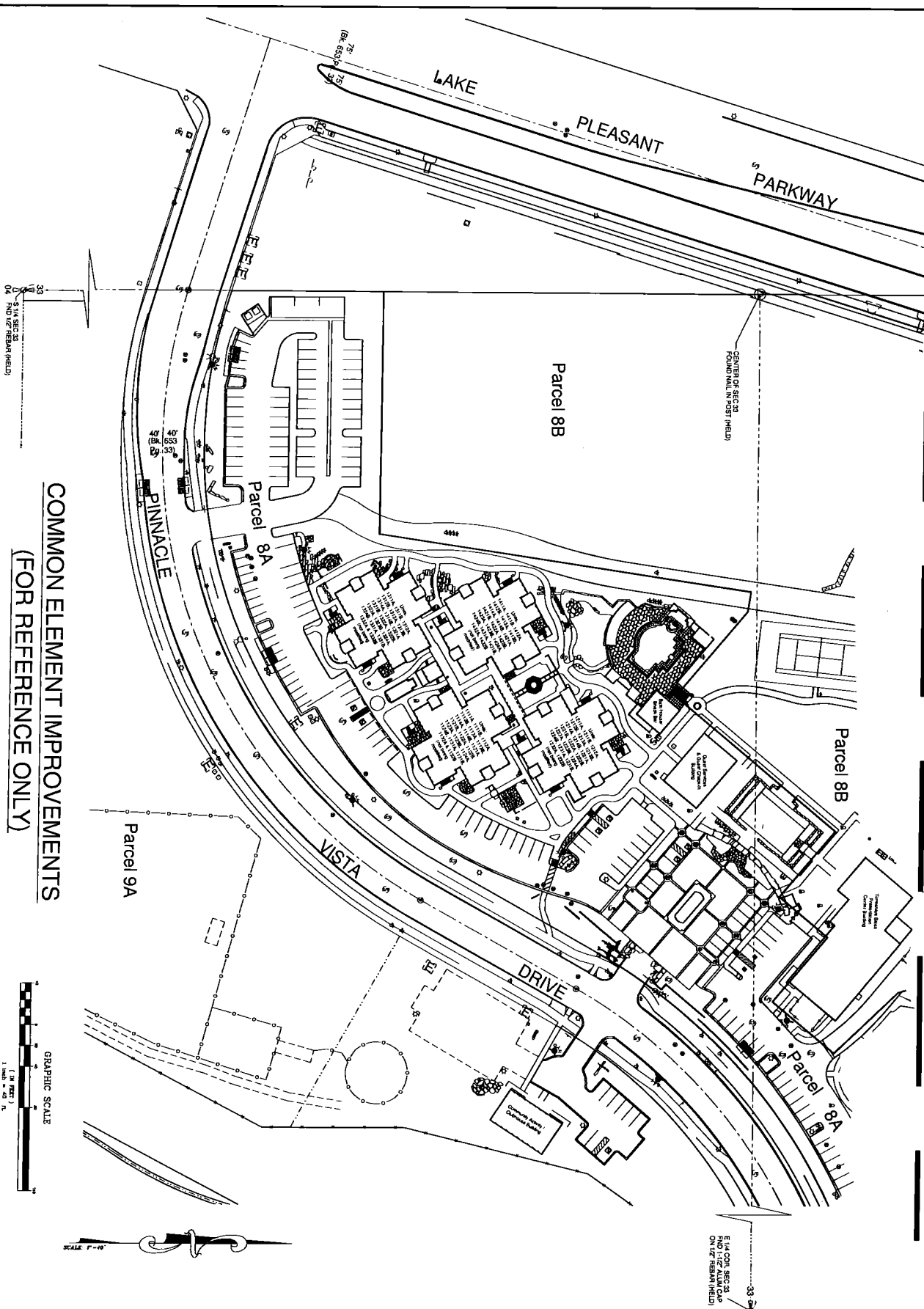
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"FOURTH AMENDED PLAT
of a Condominium Final Plat
of CV Condominiums Phase One"

DATE	REV No	NARRATIVE
05/20/17	01	1st City Review Comments dated 04/24/17
06/20/17	02	2nd City Review Comments dated 06/11/17

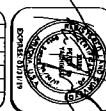




COMMON ELEMENT IMPROVEMENTS
(FOR REFERENCE ONLY)

"FOURTH AMENDED PLAT
of a Condominium Final Plat
of CV Condominiums Phase One"

DATE	REV No	NARRATIVE
05/20/17	01	1st City Review Comments dated 04/24/17
04/28/17	02	2nd City Review Comments dated 04/11/17



JOB No.	42001
DATE	03/13/17
SCALE	1" = 40'
DRAWN BY	WHR
CHECKED BY	WHR
DESIGNED BY	WHR

R 170029

SHEET 15
OF 15

Cibola Vista Resort & Spa

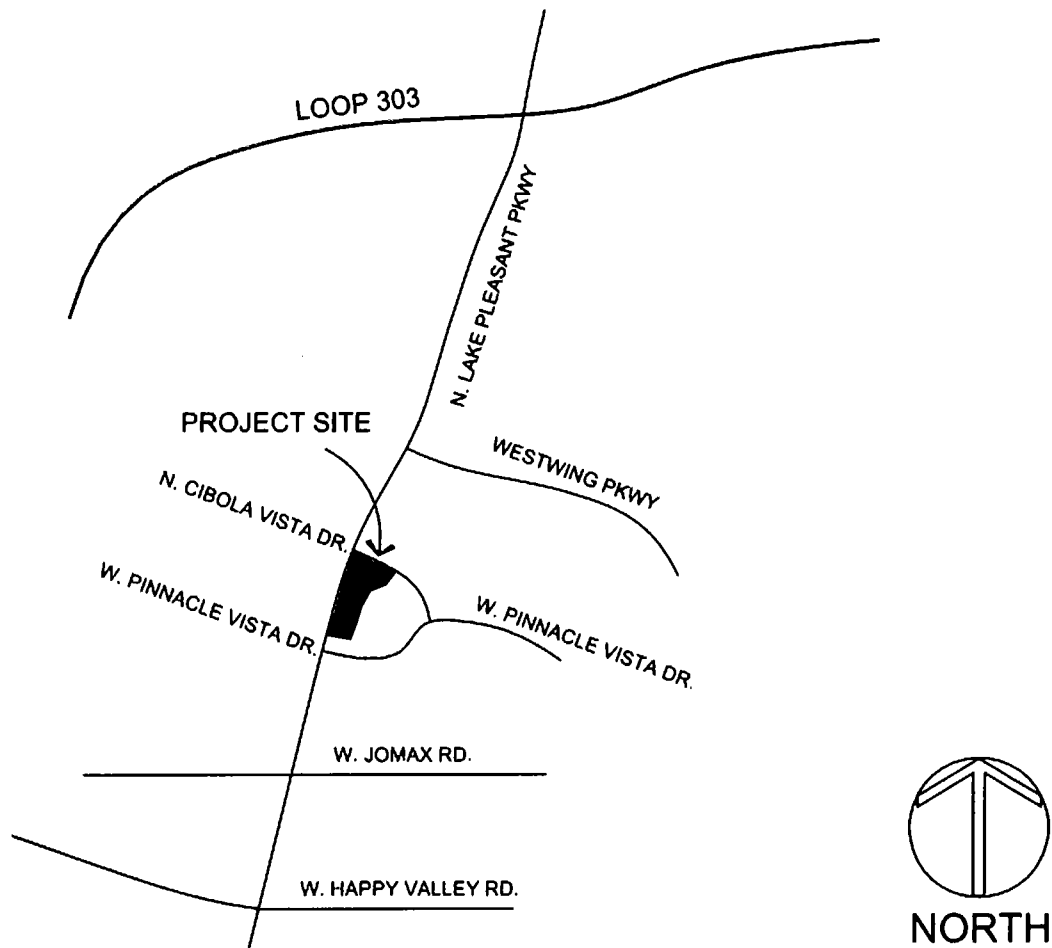
Phase 4

RE-PLAT FOR:

"Fourth Amended Plat of a Condominium Final Plat of CV
Condominiums Phase One"

VICINITY MAP

NOT TO SCALE



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15C.

Date Prepared: 9/5/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

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

SUBJECT: Replat of Building 6 - Units 69-72, Olive Business Park, Olive Avenue and Loop 101

Purpose:

This is a request for City Council to approve a Replat of Building 6 – Units 69-72, located in Olive Business Park on the southwest corner of Olive Avenue and Loop 101, 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 four condo 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 reviewed by the City and recorded in February 2006.

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 Building 6 - Units 69-72, Olive Business Park, located at Olive Avenue and Loop 101, 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

BEING A REPLAT OF UNITS 69, 70, 71, AND 72 OF BUILDING 6 OF OLIVE BUSINESS PARK CONDOMINIUM AS RECORDED IN BOOK 811 OF MAPS PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA AND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

FUGS GROUP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS CONDOMINIUM REPEAT OF "BUILDING 6 - UNITS 601-72" BEING A TOTAL OF THREE (3) 72"

[illegible]

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

THIS _____ DAY OF _____ 20__

BY: _____

<u>NAME</u>	<u>DATE</u>
MAYOR _____	DATE _____
CITY CLERK _____	DATE _____

APPROVED: _____

2008 CITY OF BOSTON

STATE OF _____)
)

KNOW ALL MEN BY THESE PRESENTS,
AS BENEDICTARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE COUNTY RECORDERS' OFFICE, _____, THE UNDERSIGNED HERE-
BY CERTIFY THAT THE SAID BENEDICTARY HAS PAID TO THE SAID TRUSTEES, RATHERS, APOPKOS, AND COMPANION IS GIVEN TO SAID UNDERSIGNED, BEING STATED IN THIS PLAT AS TO THE INTEREST OF THE UNDERSIGNED, THE SAME FOR BENEDICTARY WARRANTS AND REPRESENTS THEY HAVE POW-
ER AUTHORITY TO DO SO.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SIGNED THEIR NAME FIRST,

1. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED (UNDERGROUND AS APPROPRIATE) AS SET OUT IN THE CONTRACT

- [illegible]

Units 69, 70, 71 And 72, Building 6, of OLIVE AVENUE BUSINESS PARK CONDOMINIUM, a Condominium as created by that certain Declaration

The monument line of Olive Avenue, also being the North line of the Northeast quarter of Section 33, using a bearing of North 68 degrees 17 minutes 18 seconds East, the southeasterly corner of the

1. The bearings, distances, and areas depicted herein are for the CONDOMINIUM PLAT of OLIVE AVENUE BUSINESS PARK CONDOMINIUM recorded in Book 97 Page 40, W.C.O.

2. Units 59 thru Unit 72, Building 4, were combined and renumbered 63A.
3. No easements of right-of-way have been revised or added by this Replat.

(R) DEED 2007-0639337, M.C.R.
(R1) FLAT PER BOOK 1124, PAGE 44, M.C.

FUGS GROUP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ADDRESS: 9239 W. OLIVE, AVENUE, STE 104-106

FEORIA, AZ 85
CONTACT: LOUIS ORLOFF
PHONE: 727-492-4630

ALLIANCE LAND SURVEYING, LLC
7900 N. 70th AVENUE, SUITE 104
CLENDALE AZ 85301

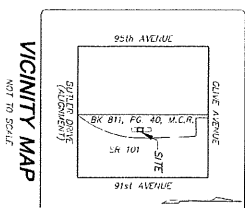
CONTACT: G. BRYAN GOETZENBERGER, P.L.S. 31022
PHONE: (623) 972-2200

1. G. Bryon Goetzberger, hereby state that I am a registered and surveyor in the State of Arizona and that the survey shown hereon was completed under my direct supervision during the month of July 2017 and is correct to

The Best of my knowledge.

G. Byron Goetzemberger
RLS #31020





VICINITY MAP
NOT TO SCALE

R050048D

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NUMBERS 04013C165L & 04013C150SL, DATED OCTOBER 16, 2013, THE SUBJECT PROPERTY IS LOCATED IN ZONE X. ZONE X IS DESIGNATED AS "AREAS OF A LOW

ANNUAL CHANCE FLOOD: AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

STATE OF ARIZONA - by
Florida) S.S.

[illegible]

KNOWN ALL MEN BY THESE PRESENTS

OLIVE AVENUE BUSINESS PARK CONDOMINIUM ASSOCIATION

STATE OF _____)
)

KNOW ALL MEN BY THESE PRESENTS,
AS BENEDICTARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE COUNTY RECORDERS' OFFICE, _____, THE UNDERSIGNED HERE-
BY CERTIFY THAT THE SAID BENEDICTARY HAS PAID TO THE SAID TRUSTEES, RATHERS, APOPLES, AND COMPANION IS GIVEN TO SAID UNDERSIGNED, BEING STATED IN THIS PLAT AS TO THE INTEREST OF THE UNDERSIGNED, THE SAME FOR BENEDICTARY WARRANTS AND REPRESENTS THEY HAVE FOR AUTHORITY TO DO SO.

I, WITNESS HEREOF, THE UNDERSIGNED HAVE SIGNED THEIR NAME THERE-
TO.

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2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, ROAD WORK OR REMEDIATION SITES. ERECTION, MAINTENANCE, REPAIR, OR REMOVAL OF ANY STRUCTURE, INCLUDING BUT NOT LIMITED TO, SIGNAGE, LIGHTS, OR FENCE SHALL NOT BE PERMITTED TO BE CONSTRUCTED, REPAIRED, OR REMOVED WITHIN THE UTILITY EASEMENTS, EXCEPT FOR MAINTENANCE, CONSTRUCTION OR REMEDIATION.
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Units 69, 70, 71 And 72, Building 6, of OLIVE AVENUE BUSINESS PARK CONDOMINIUM, a Condominium as created by that certain Declaration

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(R) DEED 2007-0639337, M.C.R.
(R1) FLAT PER BOOK 1124, PAGE 44, M.C.

FUGS GROUP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ADDRESS: 9239 W. OLIVE, AVENUE, STE 104-106

FEORIA, AZ 85
CONTACT: LOUIS ORLOFF
PHONE: 727-492-4630

ALLIANCE LAND SURVEYING, LLC
7900 N. 70th AVENUE, SUITE 104
DENVER, CO 80231

CONTACT: G. BRYAN GOETZENBERGER, P.L.S. 31022
PHONE: (623) 972-2200

1. G. Bryon Goetzberger, hereby state that I am a registered and surveyor in the State of Arizona and that the survey shown hereon was completed under my direct supervision during the month of July 2017 and is correct to

The Best of my knowledge.

G. Byron Goetzemberger
RLS #31020



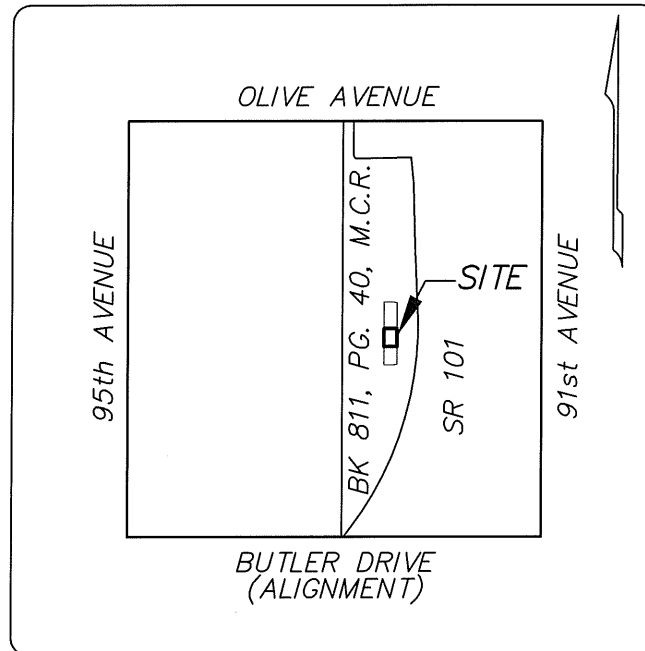
**OLIVE AVENUE BUSINESS PARK CONDOMINIUM**

ALLIANCE

LAND SURVEYING, LLC

7800 N. 70th AVENUE SUITE 104 Phone: (602) 917-3200
GLENDALE, AZ 85303
CONTACT@E2L3.COM
WWW.E2L3.COM/EST/7878

SHEET: 1 OF 2 DATE: 7-11-2017 JOB NO.: 170323



VICINITY MAP

NOT TO SCALE

JOB NO.: 170323
SECTION: 33
TOWNSHIP: 3 North
RANGE: 1 East
DATE: July 11, 2017
SHEET 1 OF 1



STATEWIDE SERVICE IN ARIZONA
www.allancelandsurveying.com

7900 N. 70th AVENUE TEL (623) 972-2200
SUITE 104 FAX (623) 972-1616
GLENDALE, AZ 85303

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 16C.

Date Prepared: 9/5/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

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

SUBJECT: Replat, Parcel 6 of Cibola Vista, Lake Pleasant Parkway and Cibola Vista Drive

Purpose:

This is a request for City Council to approve a Replat of Parcel 6 of Cibola Vista, located on Lake Pleasant Parkway and Cibola Vista Drive, and authorize the Mayor and City Clerk to sign and record the Replat 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 Replat.
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 Replat.
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 Replat.
4. 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 divide one lot into two within the Cibola Vista planned area development. This development is within the City's water/sewer service area.

Previous Actions:

The final plat for Cibola Vista was approved by the City and recorded in Book 653 Page 33.

Options:

A: The Replat has been approved through the Development and Engineering Department. An

option would be to not accept the proposed Replat; although it should be noted that not approving the Replat will prevent the Developer from developing this land.

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

Staff Recommendation:

Discussion and possible action to approve the Replat, Parcel 6 of Cibola Vista, located at Lake Pleasant Parkway and Cibola Vista Drive, 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.

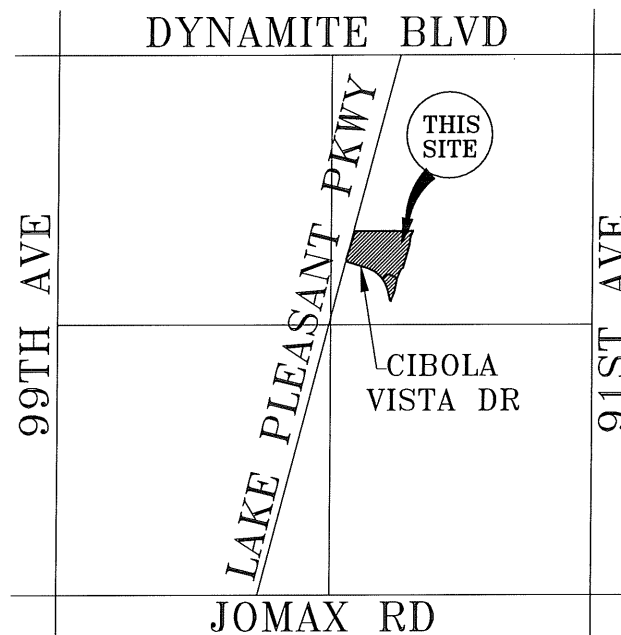
ATTACHMENTS:

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number:

Jodi Breyfogle, P.E., (623) 773-7577



VICINITY MAP
N.T.S.
SECTION 33
TOWNSHIP 5N, RANGE 1E

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17C.

Date Prepared: 9/5/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager

THROUGH: Julie Arendall, Deputy City Manager

FROM: Sonia Andrews, Deputy Finance Director

SUBJECT: PUBLIC HEARING - Liquor License, Pho for Days, 15703 North 83rd Avenue, Suite #100

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:

Pho for Days, is a new restaurant in an existing building, located at 15703 North 83rd Avenue Suite #100. The new owners have applied for a New Restaurant (Series 12) Liquor License. The previous restaurant at this location was Humble Pie. The application agent is Peter H. Schelstraete.

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 Pho for Days are AZ Ice, Revolu Modern Taqueria and Peoria Sports Complex. There are no staff concerns with Pho for Days. 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 August 2012, the Mayor and Council recommended approval to the Arizona State Liquor Board for Humble Pie for a New Restaurant (Series 12) Liquor License located at 15703 North 83rd Avenue Suite #100.

Options:

A. Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Pho for Days, located at 15703 North 83rd Avenue Suite #100, Peter H. Schelstraete, Applicant, LL#20018541.

B. Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Pho for Days, located at 15703 North 83rd Avenue Suite #100, Peter H. Schelstraete, Applicant, LL#20018541.

Staff Recommendation:

Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Pho for Days, located at 15703 North 83rd Avenue Suite #100, Peter H. Schelstraete, Applicant, LL#20018541.

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:

Pho for Days App

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

17. **DLIC USE ONLY** c. #1854

License # 1207B120

Date Accepted: 7/28/17

CSR: [Redacted]

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.): Restaurant

2. LICENSE # (if issued): 1207B120

SECTION 4 Applicants

1. Agent's Name: Schelstraete Peter Henry P1047232
Last First Middle
2. Applicant/Licensee Name: Pho for Days, LLC B1059263
(Ownership name for type of ownership checked on section 1)
3. Business Name (Doing Business As-DBA): Pho for Days B1038280
4. Business Location Address: 15703 N. 83rd Avenue, #100, Peoria Arizona 85382 Maricopa
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: 15703 N. 83rd Ave. #100, Peoria, Arizona, 85382
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 623-302-9125 Daytime Contact Phone: [Redacted]
7. Email Address: Schelstraetelaw@msn.com

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: \$100 \$100 \$50 \$44 \$294.00
Application Interim Permit Site Inspection Finger Prints Total of All Fees

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?

☒ Yes

☐ 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: 06/12/2017 State where Incorporated/Organized: Arizona

b) AZ Corporation or AZ L.L.C. File No: L21940897 Date authorized to do business in AZ 06/14/2017

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
Ha	Rich	Duy Liem	Member	50				
Huynh	Nam	Hai	Member	50				

(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 _____)

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 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: 12079185

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

NOTARY

I, Thomas Raymond Kaufman declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

X [Redacted] State of Arizona County of Maricopa

My commission expires on: 7/30/2020 The foregoing instrument was acknowledged before me this 24th of June, 2017



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 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: Impeccable Plaza, LLC
Address: 7135 E. Camelback Rd., #230, Phoenix, Arizona 85251
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: lock out

4. Total money borrowed for the Business not including lease? \$ None

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? ____/____/____

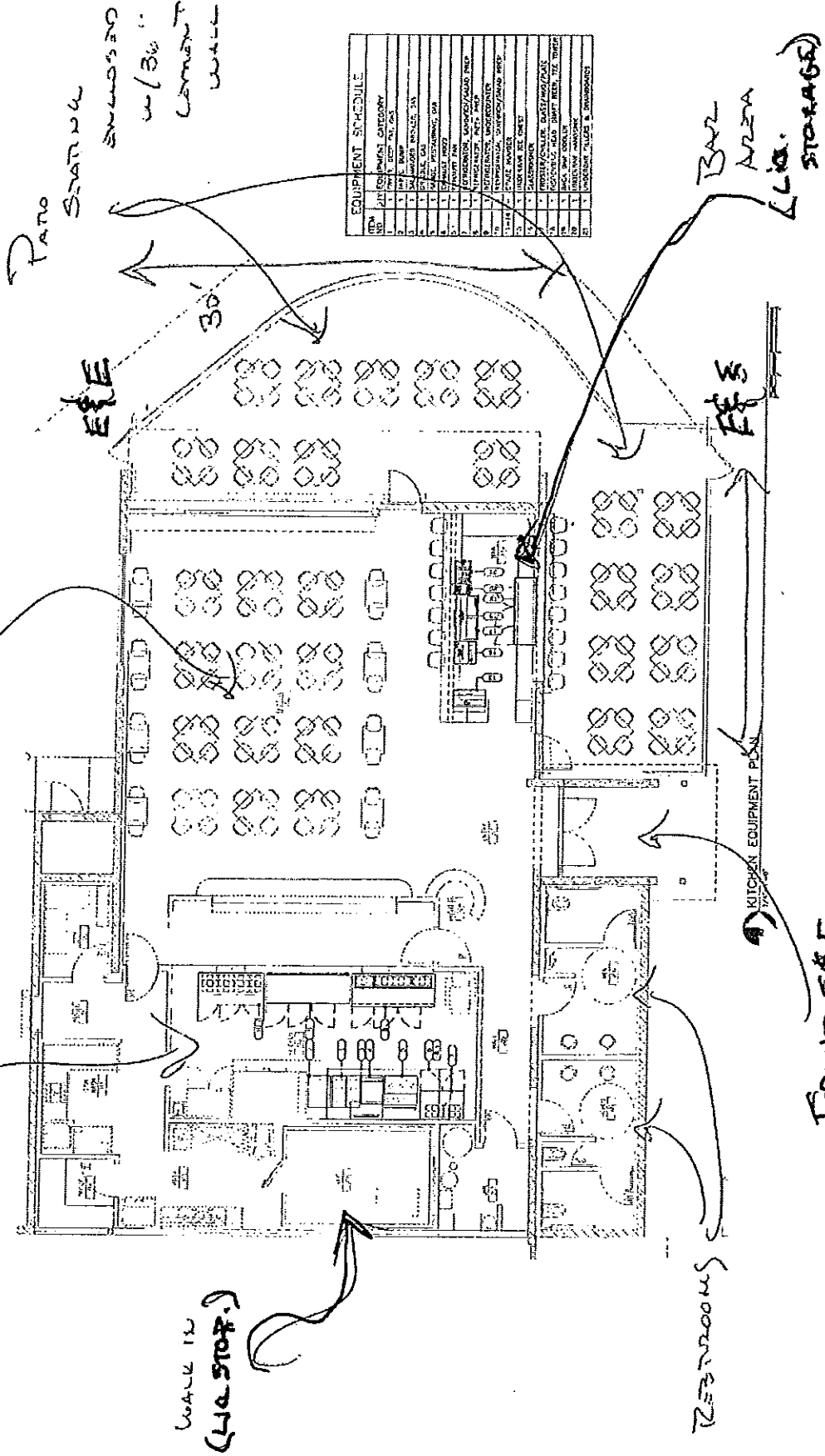
Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking 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.

Pho for Days

3,151.50
FF.

Linen Area

Dining Area



EQUIPMENT SCHEDULE	
NO.	EQUIPMENT CATEGORY
1	STOVE
2	REF.
3	WASH. SINK
4	WASH. SINK
5	WASH. SINK
6	WASH. SINK
7	WASH. SINK
8	WASH. SINK
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17 JUL 28 1974. LAC. RM 8-54

FS1

PEORIA, ARIZONA

FS1

FS1

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]
Applicants Initials

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

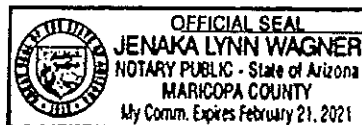
State of Arizona }

County of Maricopa }

On this 28 Day of July, 20 17 before me personally appeared Peter H. Schelstraete
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.

(Affix Seal Above)



[REDACTED]
Signature of NOTARY PUBLIC

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: 18R.

Date Prepared: 8/9/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy District Manager
FROM: Chris M. Jacques, AICP, Planning Director
SUBJECT: PUBLIC HEARING - Cross of Glory Church Annexation, 101st Lane and Jomax Road

Purpose:

This is a request for City Council to hold a Public Hearing to hear any testimony deemed appropriate on the proposed annexation (Case ANX17-02). No Council action may be taken at this time.

Background/Summary:

The City of Peoria is initiating a request on behalf of the property owner, Cross of Glory Lutheran Church, for annexation of 7.52 acres of privately owned property, totaling approximately 327,758 square feet, located south of the intersection of 101st Lane and Jomax Road. The property owner identifies the purpose of the request in Exhibit 3, which includes public safety services and connection to utility services.

The subject property is more specifically depicted in the legal description and map attached to this report (Exhibit 1). 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.

The annexation process pursuant to A.R.S. §9-471 is briefly described below:

- a. Filing of blank petition with County Recorder by the City opens up a thirty (30) day waiting period to discuss the proposal – **COMPLETED**
- b. The City must then hold a public hearing (no action) to discuss the proposal within the waiting period – **CITY COUNCIL (9/19/17)**
- c. At the conclusion of the 30-day waiting period, the municipality has up to 1-year to collect signatures satisfying the annexation "test." – **NOT COMPLETED**
- d. The City holds a final public hearing to consider and take action on the annexation request – **TBD**
- e. The annexation is effective 30 days upon adoption of the ordinance.

Under state statute, a successful annexation requires the completion of a petition with (a) signatures of owners of one-half or more in value of the real and personal property; and (b) more than one-half of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation.

Previous Actions:

No previous actions have been taken on this item.

Options:

A: Hold the first of two public hearings (no action) as required for annexation under A.R.S. §9-471.

B: Do not open the public hearing for the annexation request; proceedings to annex the subject property into the City would be abandoned at this time.

Staff Recommendation:

No Council action required.

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, wastewater, transportation, recreation and general governance. Water service may be provided by the City of Peoria or EPCOR due to the close proximity of EPCOR's water main directly across the street along Jomax Road, per Deputy Utilities Director Mike Weber.

Narrative:

The northern portion of the property is developed, consisting of a building and two parking areas. The southern half of the property is vacant. The property is currently used as a place of worship. It is zoned Rural-43 (RU-43) in the County, which retains a suburban/rural, one-acre lot minimum character. The General Plan Land Use designation for the property is Low Density Residential (2-5 du/ac). If the property was to be annexed into the City, the subject site will receive initial zoning consistent with the current zoning, which may be Suburban Ranch (SR-43) or Single Family Residential (R1-43). Places of worship are permitted in both zoning districts.

ATTACHMENTS:

Exhibit 1 - Legal Description

Exhibit 2 - Vicinity Map

Exhibit 3 - Church Request

Contact Name and Number:

Jennifer Fostino, Planner (623) 773-7565

Exhibit 1

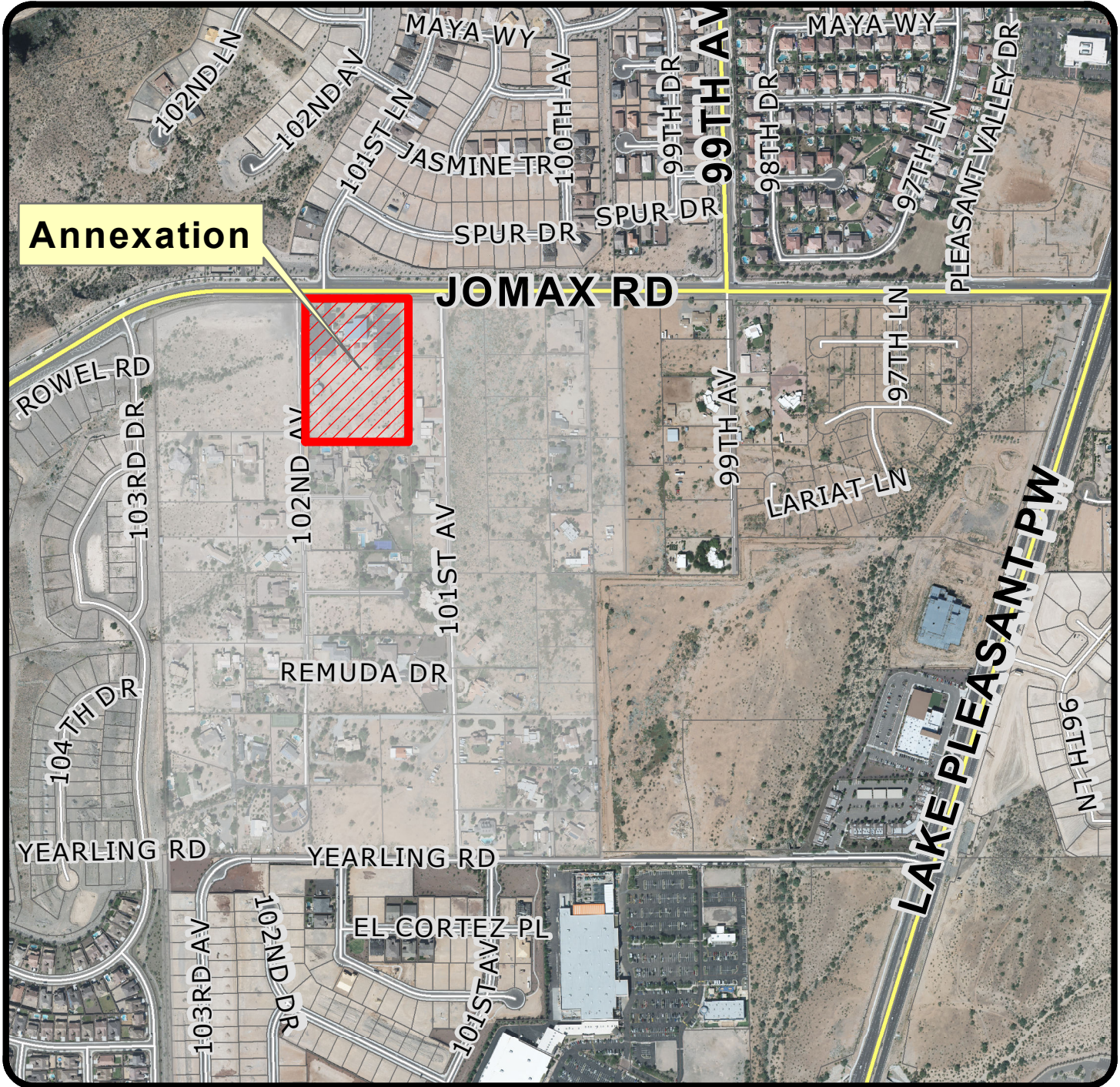
Legal Description of Parcel 201-17-013A

The East half of GLO Lot Two (2) of Section 5, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 165 feet of GLO Lot 2; and

EXCEPT the South 581 feet of GLO Lot 2.

Vicinity Map



ANX17-02 Cross of Glory Church Annexation

Applicant: Cross of Glory Lutheran Church

Request: Annex 7.52 acres into the City of Peoria.

Location: SEC 102nd Ave and Lake Pleasant Parkway

Jurisdiction



Exhibit 2



Not to Scale

Cross of Glory
LUTHERAN CHURCH & SCHOOL



A WELS Church & School
Preschool-8th Grade

10111 W. Jomax Road
Peoria, AZ 85383
Church Phone: (623) 224-8839
School Phone: (623) 224-8841
www.crossofglory.org

Pastor John Ehlers
Pastor Benjamin Foxen
Principal Micah Foelske

May 28, 2017

Dear City of Peoria,

Cross of Glory Lutheran Church and School (COG), located on a county island at 10111 W. Jomax Rd., is requesting to be annexed by the City of Peoria. This request is based on the following reasons:

1. We have a growing church and school. As a result, we are concerned about not having the professional fire and paramedic service with shorter response times provided by the City of Peoria. This also applies for the police force.
2. Since we are surrounded by the City of Peoria, we would like to become part of the community, especially since we are a church and school for the community.
3. We would like to incorporate, especially for our school, the ability to hold Safety Events on our campus that would include the Fire and Police of the City of Peoria.
4. We would like to hold, if agreed upon and serves the purposes of both the City of Peoria and COG, community events that are sponsored by the City of Peoria, or events sponsored by COG, we could invite the City of Peoria to participate with us.
5. We plan to expand our facilities on our site and would like to work with the City of Peoria through your zoning and building ordinances.
6. As part of our expansion, we intend to move away from the sole use of our well for potable water and septic system and would like to connect with EPCOR for water and the City of Peoria sewer system.

Sincerely,

Nick Kelly
Cross of Glory President

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 19R.

Date Prepared: 8/15/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Chris M. Jacques, AICP, Planning Director
SUBJECT: PUBLIC HEARING - Rezoning, Hidden Paradise Estates, Planned Area Development, 79th Avenue and Williams Road

Purpose:

This is a request for City Council to adopt an Ordinance rezoning approximately 77.68 acres of land located at the northeast corner of 79th Avenue and Williams Road from Single Family (R1-35) to a Planned Area Development (PAD), to facilitate the development of 114 single-family homes.

The City has received one (1) letter in support of this case and one (1) letter in opposition to this case (received June 2015). On September 7, 2017, the Planning and Zoning Commission unanimously recommended approval of this case. Three (3) residents of the adjacent County Island spoke in opposition to the case and eight (8) individuals not wishing to speak indicated opposition.

Background/Summary:

The subject site is a vacant, undeveloped property located at the northeast corner of 79th Avenue and Williams Road. The site was annexed into Peoria in 1982 by Ordinance 82-21 and provided with General Agricultural (AG) Zoning. In 2004, the property was rezoned from AG to Single Family Residential (R1-35) through case Z04-12, approved by Ordinance 04-208. The site has remained vacant since annexation, although gravel mining and placement of fill/grading has occurred.

The applicant is requesting to rezone the property from Single Family Residential (R1-35) to the Hidden Paradise Estates Planned Area Development (PAD) in order to allow a single-family residential development consisting of up to 114 homes. The PAD would provide for a minimum lot size of 12,000 square feet; however the conceptual development plans includes 68 lots that are at least 13,600 square feet in area and an additional 37 lots that are at least 18,000 square feet in area, with an average lot size of 15,214 square feet. The proposal would result in a gross density of 1.47 units per acre.

General Plan Conformance

The subject property is designated Estate Density Residential (0-2 du/ac, target of 1 du/ac) and Water on the General Plan Land Use Map. The Estate land use designation denotes areas where large lot single-family residential developments are desirable and/or areas where the preservation of open space and vistas are emphasized. The proposal provides a density of 1.47 du/ac, which falls within the prescribed density range for the Estate Residential land use designation, although it exceeds the target density of 1.0 du/ac. The General Plan allows the Target Density for the land use designation to be exceeded for those projects which exhibit superior quality and design and/or those which provide amenities, dedications, or improvements above and beyond the minimum City standards, as described in Section 2.c. of the General Plan.

Through the PAD, the development will implement enhanced amenities and provide significantly more open space than is typically required for a development of this size and number of lots.

- The project will provide over 28 acres of open space (36.7% gross site), significantly exceeding all open space requirements. 15 acres (19%) of the site will be maintained as the New River Wash corridor, and the developer will install trail improvements including landscaping and a 10-foot wide concrete trail that they will maintain (a public easement will be dedicated over the trail).
- The project will also include at least six acres of useable open space, which at over 9.5% of the developed site area (excluding preserved wash) significantly exceeds the typical 7% useable open space requirement that would apply to projects with similar lot sizes.
- The development will provide substantial trail connections, both for future residents of the development, as well as for residents of the surrounding areas. Trails will be provided running along the north and south boundaries of the project from 79th Avenue to the New River Trail, enhancing recreational opportunities and increasing access to the New River Trail, both for patrons as well as for maintenance purposes.
- The project will also feature an architecturally-integrated theme walls that are consistent with the development design and also compatible with the rural character of the area to the east of the site.
- While the minimum lot size will be 12,000 sf, over one third of the lots will be at least 18,000 sf, and all but nine lots will be 13,900 sf or greater.

Based on these enhancements, commensurate with the proposed density of 0.47 du/ac above the target density of 1 du/ac and proportional to the size of the community, the PAD density is found to be in conformance with the General Plan.

Analysis of Request:

The proposed mix of moderate to large-lot residential lots will complement the existing residential development in the area, while providing enhanced amenities for the development and vicinity. The significant open space area and trails both through the development and along the New River will benefit the city as a whole.

The project meets the intent of the General Plan, and staff supports the proposed single family residential Planned Area Development (PAD) Zoning designation for this site.

Public Participation:

Public Noticing:

Public notice was provided in the manner prescribed under Section 14-39-6 of the City of Peoria General Plan. Posting of the site was completed within the prescribed number of days prior to the Public Hearing.

Support / Opposition

Staff received one letter of opposition in 2015 and an additional letter of no opposition in 2016.

As a requirement of the Rezoning application process, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting. A second meeting later held as the proposal was modified in response to staff and neighborhood input. For both meetings, the applicant notified all property owners within a 1,320-foot radius of the site and all registered Homeowner's Associations within 1 mile of the site. The first meeting was held on June 26, 2013 at 6:00p.m. at Rancho Solano Preparatory School and the second meeting at on October 15, 2015 at 6:30p.m. at Foothills Branch Library. Twelve members of the public attended the first meeting and eight attended the second meeting.

The topics of questions/concerns and responses (*in italics*) are below:

- Concerns regarding increased traffic along Patrick Lane and Williams Road
 - *Road improvements on 77th Avenue will direct traffic away from Patrick Lane (future connection). An access point originally shown at Williams Road will now only provide emergency access, not general resident access.*
- Increased school population
 - *A Developer Assistance Agreement has been signed with the PUSD and the district has provided a letter of support for the proposal.*
- Concern regarding two story homes along the southern boundary of the project
 - *The project will consist of a mixture of single story and two story homes, similar to the Fletcher Heights neighborhood south of the site. There will be a 40-foot landscaped buffer between the proposed lots and the back walls of the existing homes to the south. The future homes themselves will be located over 70 feet from the existing homes.*
- Desire for increased lot size
 - *Lots along the southern boundary of the project have been increased from less than 8,000 sf to a minimum of 13,900 sf in area. Over 92% of the lots will be at least 13,900 sf. provided. The trail is located within the proposed development along the Natural Open Space area on the east end of the site. Another private property borders the proposal to the east, then a larger wash corridor, landscape tract, and then the adjacent neighborhood approximately 480 to 700 feet away. A number of adjacent residents were supportive of the trail network and planned to use it (the trail would be dedicated for public use, and not as an HOA amenity). The trail is a community and eventual regional amenity which meets a number of goals in the General Plan.*

Peoria Unified School District (PUSD)

This property is within the Peoria Unified School District (PUSD) boundary. PUSD has participated in the review of this project and has been in communication with the applicant regarding the proposal and school facilities in the area. Reportedly, the applicant has committed to the terms of a separate Developer Assistance Agreement (DAA) with the District.

Accordingly, the City has received a letter from the Peoria Unified School District indicating the school district's support for the proposed rezoning.

Previous Actions:

A public hearing was held for this case at the September 7, 2017 Planning & Zoning Commission Meeting. Three (3) members of the public spoke in opposition to the case. Their comments/concerns included the items listed below. Staff's responses are in italics following each comment.

- Believe there is need for a horse trail along Patrick Lane to the west of the site
Off-site improvements, such as a horse trail, cannot be required unless warranted. These requirements are typically identified based on reports such as a Traffic Impact Analysis, drainage report, etc.
- Increased traffic on Patrick Lane
Addressed under Citizen Participation in the Background/Summary section of this memo.
- Would like lots similar to the existing one acre lots
Addressed under Citizen Participation in the Background/Summary section of this memo.
- School crowding
Addressed under Citizen Participation in the Background/Summary section of this memo.

Eight (8) additional individuals who did not wish to speak also indicated their opposition. Specific comments were not provided regarding their concerns.

The Planning & Zoning Commission recommended approval of this request, with a **4-0** vote.

Options:

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

consideration.

Staff Recommendation:

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation and adopt **ORD. 2017-42** approving the rezoning of approximately 77.68 acres of property, generally located at the northeast corner of 79th Avenue and Williams Road from Single Family (R1-35) to the Hidden Paradise Estates Planned Area Development (PAD) District.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, the next steps in the development process would include Preliminary Plat, Final Plat and then construction permits.

ATTACHMENTS:

Exhibit 1 - Vicinity Map

Exhibit 2 - Staff Report to the Planning and Zoning Commission

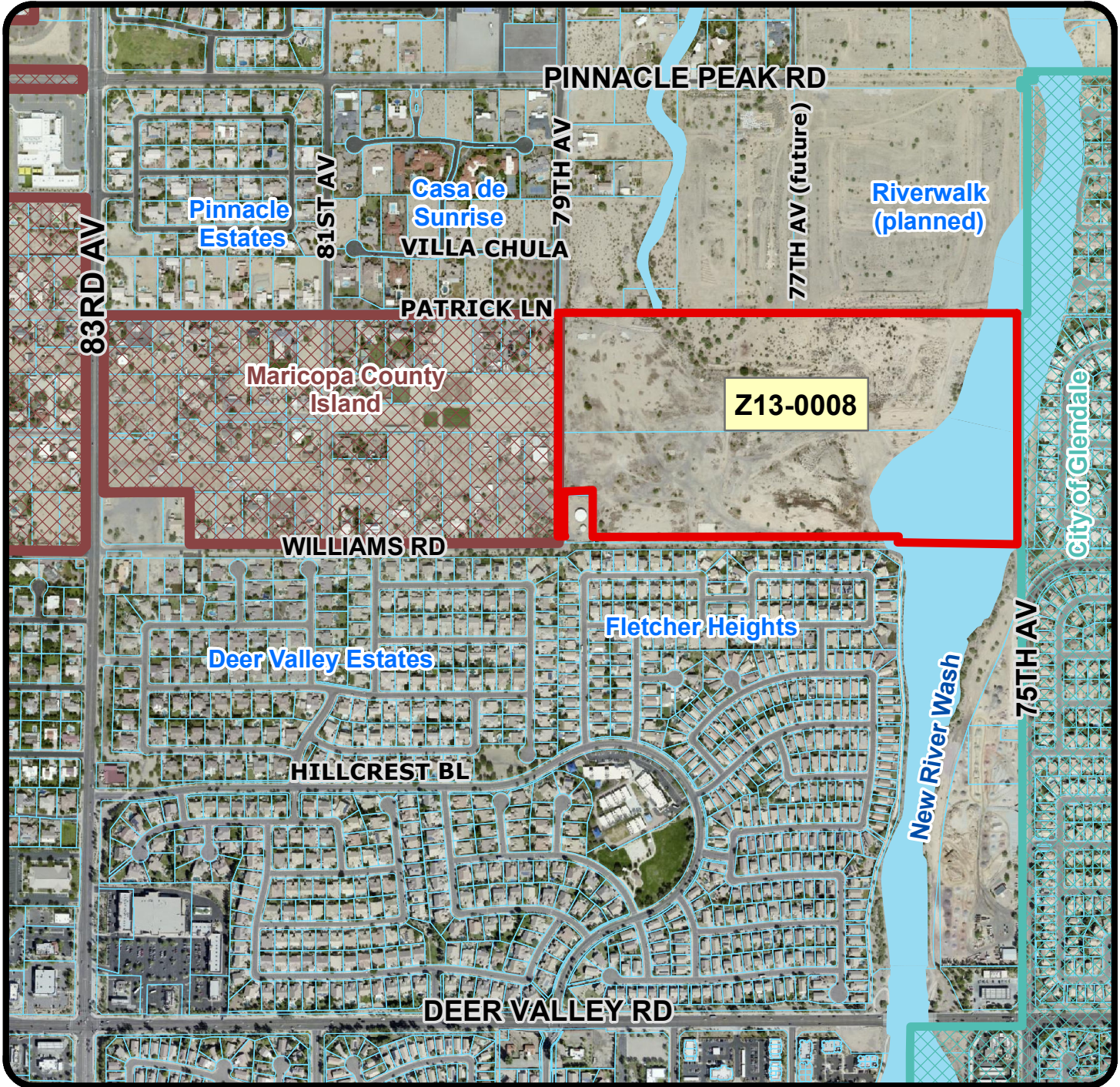
Exhibit 3 -Letter of Support from PUSD

Exhibit 4 - Draft Ordinance

Contact Name and Number:

Melissa Sigmund, AICP, Principal Planner, (623) 773-7603

Vicinity Map



Z13-0008 Hidden Paradise Estates

Applicant: Coe & Van Loo

Request: Rezoning of approximately 77.86 acres located at the southeast corner of Patrick Lane and 79th Avenue from Single Family Residential R1-35 to the Hidden Paradise Estates Planned Area Development (PAD) Zoning District. The proposed PAD would allow development of up to 114 single family residences.

Location: Northeast corner of 79th Avenue and Williams Road.

Exhibit 1



Not to Scale

EXHIBIT 2

Staff Report to the Planning and Zoning Commission Dated September 7, 2017



PLANNING AND ZONING COMMISSION REPORT

Meeting September 7, 2017

Date:

Agenda Item: 4R

Case Name: Z13-0008: Hidden Paradise Estates

Case Z13-0008
Number(s):

General Application Information

Proposal:

A request to rezone a property from Single Family Residential (R1-35) to the Hidden Paradise Estates Planned Area Development (PAD) Zoning District.

Location:

Southeast corner of 79th Avenue and Patrick Lane.

Project Acreage:

77.86

Applicant:

Coe & Van Loo Consultants, Inc.

Project Description

Development of up to 114 single family residences on a 77.86 acre property.

Recommendations:

Recommend approval of case Z13-0008 to the City Council, subject to conditions.

ATTACHMENTS:

Description

Staff Report

Exhibit A - Vicinity Map

Exhibit B - General Plan Land Use Map

Exhibit C - Zoning Map

Exhibit D - Conceptual Development Plan

Exhibit E - Hidden Paradise Estates PAD Standards and Guidelines Report

Exhibit F - Campbell No Opposition

Exhibit G - Opposition

BACKGROUND

Context

Hidden Paradise Estates is a proposed single-family housing development of up to 114 homes on approximately 77.68 acres, located at the northeast corner of 79th Avenue and Williams Road. The eastern third of the site and the eastern boundary of the property are located in the New River Wash corridor.

General Plan

The subject property is designated Estate Density Residential (0-2 du/ac, target of 1 du/ac) and Water on the General Plan Land Use Map. This land use designation denotes areas where large lot single-family residential developments are desirable and/or areas where the preservation of open space and vistas is emphasized.

Zoning

The site is currently zoned Single Family R1-35 (Exhibit B). The Single Family Districts comprise single-family residential areas and allow certain other essential and complementary uses. The R1-35 district requires a minimum lot size of 35,000 square feet.

Adjacent Uses and Zoning

Table 1 summarizes the existing land use, General Plan designation, and Zoning for the surrounding areas.

Table 1 – Existing Land Use, General Plan Designation, and Current Zoning

	EXISTING LAND USE	GENERAL PLAN	ZONING
Subject Property	Undeveloped land	Estate Density Residential (0-2 du/ac, target 1 du/ac)	Single Family R1-35
North	Undeveloped land	Estate Density Residential (0-2 du/ac, target 1 du/ac) and Low Density Residential (2-5 du/ac)	SR-43, R1-35 and Riverwalk single family Planned Area Development (PAD)
South	Fletcher Heights neighborhood	Low Density Residential (2-5 du/ac, target 3 du/ac)	Fletcher Heights single family Planned Area Development (PAD)
East	New River Wash, then Hillcrest neighborhood	Water, then Glendale Medium Density Residential (3.5-5 du/ac)	Glendale Hillcrest Planned Area Development (PAD)
West	Undeveloped land	Estate Density Residential (0-2 du/ac, target 1 du/ac)	Maricopa County Rural 43 (RU-43)

Other Related Policies and Project History

In 1982, Mayor and City Council adopted *Ordinance 82-21*, thereby annexing this site and the larger surrounding area into the City of Peoria. The property was provided initial City Zoning of General Agricultural (AG). In 2004, the property was rezoned from AG to Single Family Residential (R1-35) through zoning case Z04-12, approved by *Ordinance 04-208*. The site has remained vacant since annexation, although gravel mining and placement of fill/grading has occurred.

APPLICANT'S PROPOSAL

Request

The applicant is requesting to rezone the property from Single Family Residential (R1-35) to the Hidden Paradise Estates Planned Area Development (PAD) in order to allow a single-family residential development consisting of up to 114 homes. A PAD is an alternative from the standard zoning district (e.g. O-1, C-1) wherein standards can be tailored to respond to site or topographical conditions, contextual circumstances in the area and/or otherwise promote a creative and efficient approach to land development (such as a tailored list of permitted uses or modified development/bulk standards).

As illustrated in the conceptual plan (Exhibit D), the proposed development would consist of 114 single-family lots, along with entry features, landscaped open space amenities and a portion of the New River Trail.

Development Information

- | | |
|-----------------------------|---|
| • Existing Use: | Vacant/undeveloped |
| • Proposed Use | Single-family residences |
| • Property Size: | 77.68 acres |
| • Density Proposed: | 1.47 du/ac |
| • Number of Dwelling Units: | 114 |
| • Commercial Acreage: | 0 ac |
| • Open Space Required: | Street frontage and detention, plus 7% useable open space |
| • Open Space Provided: | 36.7% of gross site (28.48 ac), including 15 acres of preserved wash corridor and over 9% of developed site as useable open space |

Development Standards (Exhibit E)

The development standards for Hidden Paradise Estates are most similar to the City's R1-12 zoning district with some variations specific to this site. This includes a larger lot width and lot depth and higher maximum lot coverage. A comparison of the proposal and the R1-12 development standards are outlined in the table below (variations are in **bold**):

Standards	R1-12	Hidden Paradise (proposed)
Minimum Lot Area (SF)	12,000	12,000
Minimum Lot Width (FT)	70	80
Minimum Lot Depth (FT)	100	150
Maximum Lot Coverage (percentage)	40%	45%
Maximum Building Height (FT)	30	30
Front Setback (FT) - Side-entry garage	10	10
Front Setback (FT) - Front-facing garage	20	20
Interior Side Setback (min/total FT)	5/15	5/13
Rear Setback (FT)	15	15

DISCUSSION AND ANALYSIS

General Plan Conformance

The applicant is proposing a development density of 1.47 du/ac, which falls within the prescribed range for the Estate Density Residential land use designation (0-2 du/ac, target 1 du/ac). The proposed 1.47 du/ac density is over the target density of 1.0 du/ac for Estate Density Residential. The General Plan allows the Target Density for the land use designation to be exceeded for those projects that exhibit superior quality and design and/or those providing amenities, dedications, or improvements above and beyond the minimum City standards, as described in Section 2.c. of the General Plan.

Through the PAD, the development will implement enhanced amenities and provide significantly more open space than is typically required for a development of this size and number of lots.

- The project will provide over 28 acres of open space (36.7% gross site), significantly exceeding all open space requirements. 15 acres (19%) of the site will be maintained as the New River Wash corridor, and the developer will install trail improvements including landscaping and a 10-foot wide concrete trail that they will maintain (a public easement will be dedicated over the trail).
- The project will also include at least six acres of useable open space, which at over 9.5% of the developed site area (excluding preserved wash) significantly exceeds the typical 7% useable open space requirement that would apply to projects with similar lot sizes.
- The development will provide substantial trail connections, both for future residents of the development, as well as for residents of the surrounding areas.

Trails will be provided running along the north and south boundaries of the project from 79th Avenue to the New River Trail, enhancing recreational opportunities and increasing access to the New River Trail, both for patrons as well as for maintenance purposes.

- The project will also feature an architecturally-integrated theme walls that are consistent with the development design and also compatible with the rural character of the area to the east of the site.
- While the minimum lot size will be 12,000 sf, over one third of the lots will be at least 18,000 sf, and all but nine lots will be 13,900 sf or greater.

Based on these enhancements, commensurate with the proposed density of 0.47 du/ac above the target density of 1 du/ac and proportional to the size of the community, the PAD density is found to be in conformance with the General Plan.

Amenities

The development would include a main park including amenities such as a ramada, barbeque grills, open play turf area, and tot lot. There will also be a centrally located dog park, along with two minor parks with additional picnic tables and turfed play areas. In addition, trails play a primary role in the amenities of this development. The community will be encircled by trails on all four sides with multiple access points to the New River Trail. Trails along the north and south of the property will be easily accessible to residents in the larger vicinity, bringing much greater access to the New River Trail. Other trails also provide access to the park areas within the project, providing greater connectivity for residents wishing to walk or jog to these features. Trails will be a mix of hard surface and decomposed granite to provide access to users with different mobility levels.

Access

The site will be served by the future 77th Avenue connection to Pinnacle Peak Road to the north. If development of Hidden Paradise Estates occurs prior to the Riverwalk development to the north, the developer for Hidden Paradise Estates will be required to provide paved access on 77th Avenue between Hidden Paradise Estates and Pinnacle Peak Road and will be required to provide a dry crossing of Rock Springs on Pinnacle Peak Road located approximately at the 78th Avenue alignment.

Emergency-only access will be provided via connection to Williams Road.

There will be a connection to Patrick Lane from the northwest corner of the development in the future when the property on the northeast corner of 79th Avenue and Patrick Lane develops. A tract connecting the northeast corner of the development to Patrick Lane will be provided and dedicated to the City at that time so that the roadway connection can be constructed.

Traffic

The applicant has submitted a Traffic Impact Statement has been accepted by the City of Peoria Traffic Engineering staff.

Water/Sewer

Water will be provided by Sunrise Water Company. Sewer will be provided by the City of Peoria. An existing 12-inch water line is located northwest of the project. The project will connect to new sanitary sewer line located in Williams Road directly from the site and will not cross through any existing developments.

Public Safety

There are no anticipated inordinate impacts to public safety from this proposal. The nearest public safety facility is located south of the southwest corner of Lake Pleasant Parkway and Pinnacle Peak Road.

Zoning Findings

The project has gone through numerous iterations in order to address neighborhood and staff concerns regarding various aspects of the proposal. The number of lots has been reduced from 175 to 114. Lot sizes have increased considerably including a corresponding increase to the lot size variation within the project thereby adding interest and supporting the housing goals of the General Plan. Useable open space and amenities have increased substantially. Access has been directed away from Williams Road to avoid potential cut-through traffic through Fletcher Heights and the 77th Avenue access and entry feature have been enhanced to serve as the main entry into the community, lessening the impact on Patrick Lane.

It is staff's assessment that these improvements have resulted in a proposed PAD that creates a development form that is appropriate for the context of the area. The proposed mix of moderate to large-lot residences will complement the existing residential development in the area, while providing enhanced amenities for the development and vicinity. The significant open space area and trails both through the development and along the New River will benefit the city as a whole.

SCHOOL DISTRICT COMMENTS/REVIEW

This property is within the Peoria Unified School District (PUSD) boundary. PUSD has participated in the review of this project and has been in communication with the applicant regarding the proposal and school facilities in the area. Reportedly, the applicant has committed to the terms of a separate Developer Assistance Agreement (DAA) with the District.

Accordingly, the City has received a letter from the Peoria Unified School District indicating the school district's support for the proposed rezoning.

COMMUNITY INVOLVEMENT

Noticing Requirements

The application was properly noticed pursuant to Section 21-315 of the Peoria Zoning Ordinance, which includes notification to all property owners within 1320 feet of the site and registered HOAs within one (1) mile, posting a sign on the site, and placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

Neighborhood Outreach

Two neighborhood meetings were held during the project's progress. The first meeting was held on June 26, 2013 at 6:00p.m. at Rancho Solano Preparatory School and the second meeting at on October 15, 2015 at 6:30p.m. at Foothills Branch Library. Twelve members of the public attended the first meeting and eight attended the second meeting.

The topics of questions/concerns and responses (*in italics*) are below:

- Concerns regarding increased traffic along Patrick Lane and Williams Road
 - *Road improvements on 77th Avenue will direct traffic away from Patrick Lane (future connection). An access point originally shown at Williams Road will now only provide emergency access, not general resident access.*
- Increased school population
 - *A Developer Assistance Agreement has been signed with the PUSD and the district has provided a letter of support for the proposal.*
- Concern regarding two story homes along the southern boundary of the project
 - *The project will consist of a mixture of single story and two story homes, similar to the Fletcher Heights neighborhood south of the site. There will be a 40-foot landscaped buffer between the proposed lots and the back walls of the existing homes to the south. The future homes themselves will be located over 70 feet from the existing homes.*
- Desire for increased lot size
 - *Lots along the southern boundary of the project have been increased from less than 8,000 sf to a minimum of 13,900 sf in area. Over 92% of the lots will be at least 13,900 sf in area*

Proposition 207 Waiver

The voters of Arizona approved Proposition 207, which among other things requires municipalities to compensate property owners for actions which have the effect of diminishing the value of property. The City Attorney's Office has drafted an agreement which waives the applicant's rights to future Proposition 207 claims against the City. Accordingly, the applicant has furnished a signed and notarized Proposition 207 Waiver.

STAFF RECOMMENDATION

Based on the following findings:

1. The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan; and
2. This rezoning request is consistent with the General Plan Estate Density Residential land use designation(0-2 du/ac, target of 1 du/ac); and
3. This rezoning request will result in a residential development that is compatible with the existing adjacent neighborhood(s); and,
4. The applicant/owner has submitted a signed and notarized a Proposition 207 waiver, which will be recorded with the conditions outlined below.

Staff recommends that the Planning and Zoning Commission take the following action:

Recommend approval to the City Council for the Rezoning request under Case Z13-0008, subject to the following conditions:

1. The development shall substantially conform to the Hidden Paradise Estates Standards and Guidelines Report (Exhibit E), as contained in the staff report to the Planning and Zoning Commission for September 7, 2017.
2. The development proposal shall be limited to a maximum of 114 residential lots, and shall not exceed a gross density of 1.47 dwelling units per acre.
3. A Final Drainage Report shall be submitted with the Civil Improvement Plans.
 - The Final Drainage Report shall conform to the Maricopa County Uniform Drainage Design Standards, Policies and Procedures and Drainage Design Manual for Maricopa County for drainage criteria.
 - Final Drainage Report shall address onsite & offsite flows. The Final Drainage Report shall take into effect the adjacent drainage ways.
 - If utilized, all Drywells must be registered with the Arizona Department of Environmental Quality and drilling logs shall be provided to the City. The percolation rate shall be tested and the results provided to the City before the drywell is accepted.
 - On-site basins shall be provided to retain/detain 100% of the 100-year, 2-hour storm event for the sub-basin it serves. The volume shall be calculated based on the gross square footage of the site (including half-street areas). A drainage easement shall be recorded over each retention/detention area within the project for both "public" and "private" basins.
 - Provide a copy of the 404 permit in the Final Drainage Report

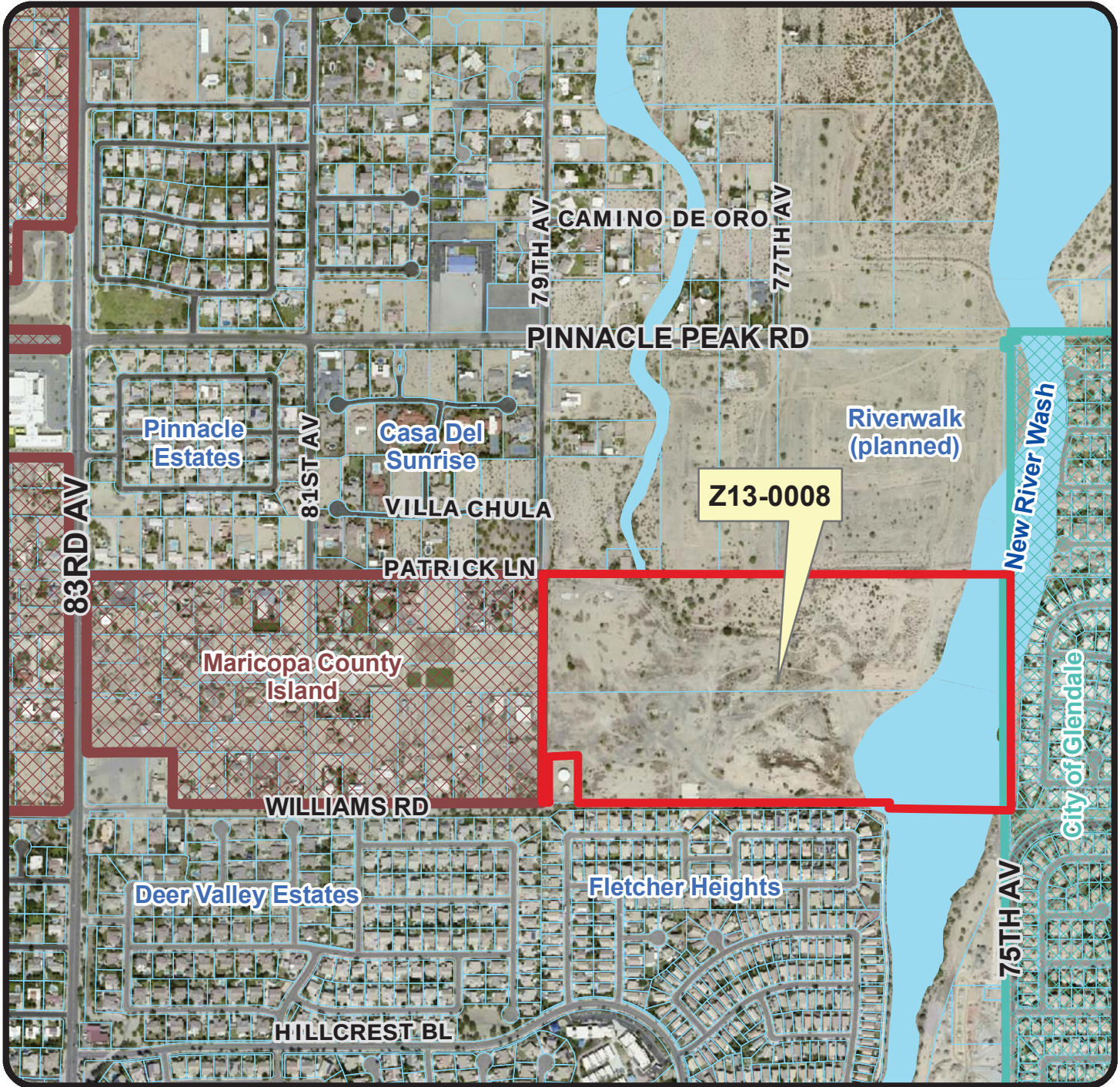
- The report must adhere to the Middle New River Watercourse Master Plan
 - Quantify how the Rock Springs Wash impacts the floodplain and the bank of the New River
 - Address sedimentation/deposition and maintenance in the final report. Sedimentation may be affected by the previous history of the site as a gravel pit and the placement of fill in order to use that area.
4. As part of the Final Drainage Report, the Developer shall include calculations of the storm runoff being routed through the Williams Road channel between 81st Ave and New River and develop proposed channel improvements.
 5. All existing FEMA flood plains and erosion hazard setbacks must be shown on the Final Plat.
 6. No structure shall be constructed within the limits of the FEMA designated flood plain or erosion hazard setback.
 7. The CLOMR for Rock Springs and New River shall be approved by the City prior to submittal of the Final Plat or the Civil Improvement Plans for the project.
 8. The CLOMR shall be approved by FEMA prior to permits being issued for the site.
 9. This project shall be in conformance with the Middle New River Watercourse Master Plan and shall construct the bank stabilization and trail along New River as required per the master plan. The construction of bank stabilization will require 404 mitigation and 404 review; the Developer shall pay all fees for plan review and 404 mitigation.
 10. Based on the project's history as a landfill, remediation is necessary. All trash and debris shall be removed from areas where public utilities will be installed. A copy of the current geotechnical report is required to be submitted with the Civil Improvement Plans. The grading plans must show all areas of over excavation to remove trash and debris.
 11. The Developer shall dedicate 60-foot ROW on 77th Avenue.
 12. The Developer shall dedicate a 30' x 30' ROW chamfer at all intersections with collectors and a 20'X20" chamfer at all local intersections.
 13. The Developer shall dedicate an additional 8' PUE outside of all required ROW and local roadway tracts. No walls, trees, or retention are permitted within the PUE.
 14. The developer shall construct the full street for 77th Avenue on this project site.
 15. As 77th Avenue is the primary access, this Development must provide paved access for two way travel from the project site to Pinnacle Peak Road. If the adjacent Riverwalk development has provided an in-lieu of payment, this development (Hidden Paradise Estate) shall use those funds and shall complete the east half street of 77th Avenue. If the Riverwalk development has not proceeded, this development (Hidden Paradise Estates) shall be responsible for providing pavement-only for two-way traffic.
 16. If the Riverwalk development has not completed the 100-year dry crossing along Pinnacle Peak west of 77th Avenue, this project shall be responsible for that construction.
 17. The Developer shall provide a tract along the Patrick Lane alignment, clearly noting on the Final Plat that this tract is for a future roadway when the parcel to the north develops. This ROW shall be dedicated at no cost to the City at such time that a roadway is to be constructed. No landscaping or amenities will be permitted within this tract.

18. A roadway barrier shall be installed at the end of the roadway at the northwest corner of the development where it meets the tract for the future Patrick Lane connection. The barrier shall meet the standards of the Development and Engineering Department and shall include a sign indicating "Future Roadway". Plans for the barrier shall be submitted with Civil Improvement Plans.
19. The Developer is responsible to provide access for maintenance vehicles to the Williams Road alignment (channel improvements and combination trail/path improvements) including:
- A solid trail (10' concrete trail/path with 2' shoulders on each side) extending along the north side of the Williams Rd channel from 79th Av easterly and connect to the New River Trail
 - Shotcrete or gunite lining of the Williams Road channel. These improvements shall be located within the City's 40' ROW.
 - The City may choose to participate in a financial contribution for these improvements, in which case the development would be required to assume the maintenance responsibility for the trail/path and channel improvements.
 - If the City retains maintenance responsibilities of the trail/path and channel improvements along the William Rd alignment, the width of the trail/path shall be increased to a 12' wide concrete trail/path with 2' shoulders on each side. The 12' trail/path will also function as a maintenance road.
20. The Developer shall construct and maintain a 10' concrete trail along New River. The Developer shall dedicate a public trail easement over this portion of the trail. Maintenance of this trail shall be the responsibility of the HOA and language to clarify this shall be included on the final plat.
21. The Developer shall provide a tract along the Patrick Lane alignment, clearly noting that this is for a future roadway when the ROW to the north becomes available. This tract/ROW shall be dedicated at no cost to the City at such time that a roadway is to be constructed. No landscaping or amenities will be permitted within this tract. The developer shall prepare plans and provide an in-lieu of payment for the future roadway improvements within this tract.

REPORT PREPARED BY

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Vicinity Map



Z13-0008 Hidden Paradise Estates

Applicant: Coe & Van Loo

Request: Rezoning of approximately 77.86 acres located at the southeast corner of Patrick Lane and 79th Avenue from Single Family Residential R1-35 to the Hidden Paradise Estates Planned Area Development (PAD) Zoning District. The proposed PAD would allow development of up to 114 single family residences.

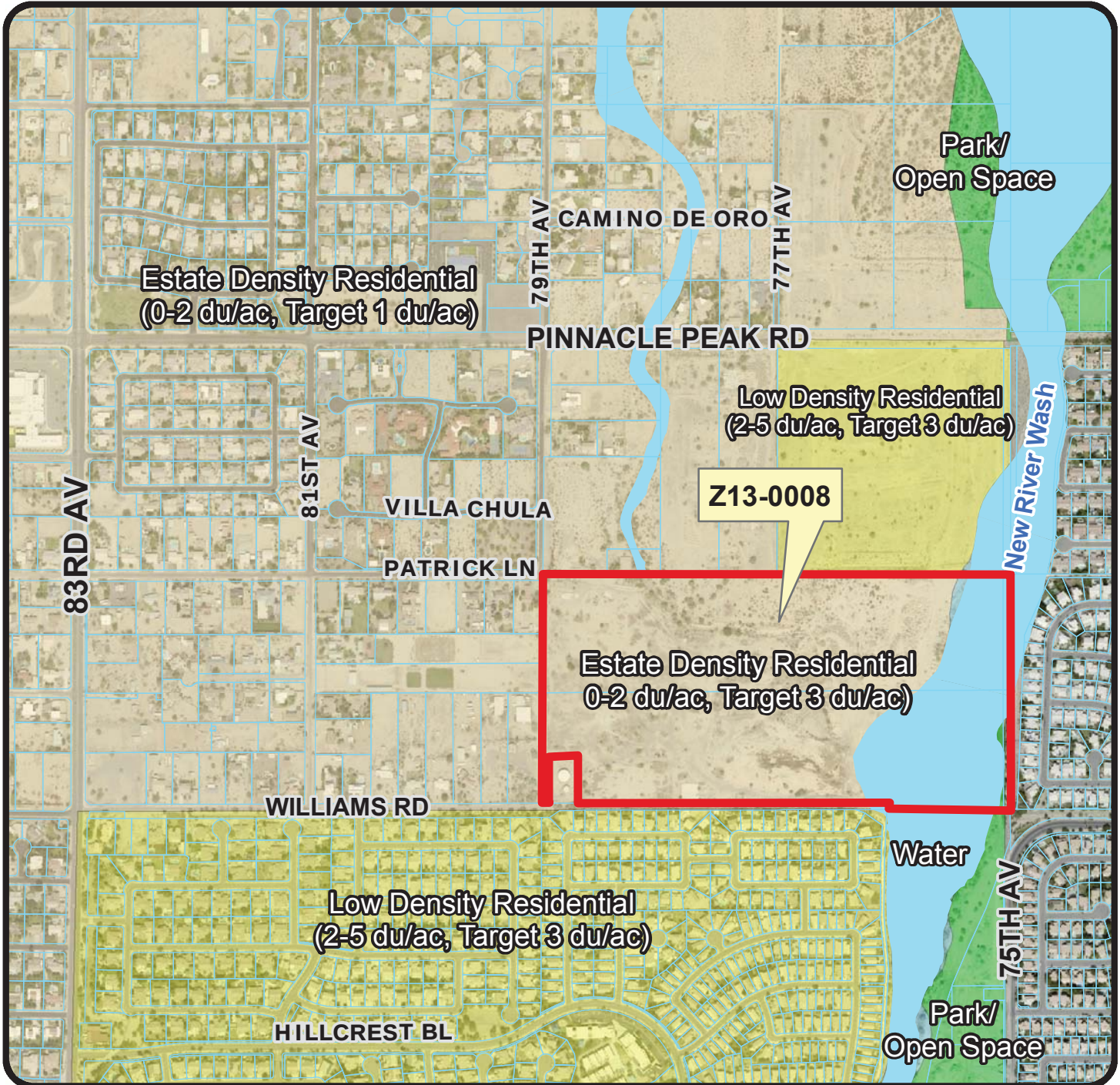
Location: Northeast corner of 79th Avenue and Williams Road.

Exhibit A



Not to Scale

General Plan Land Use Map



Z13-0008 Hidden Paradise Estates

Applicant: Coe & Van Loo

Request: Rezoning of approximately 77.86 acres located at the southeast corner of Patrick Lane and 79th Avenue from Single Family Residential R1-35 to the Hidden Paradise Estates Planned Area Development (PAD) Zoning District. The proposed PAD would allow development of up to 114 single family residences.

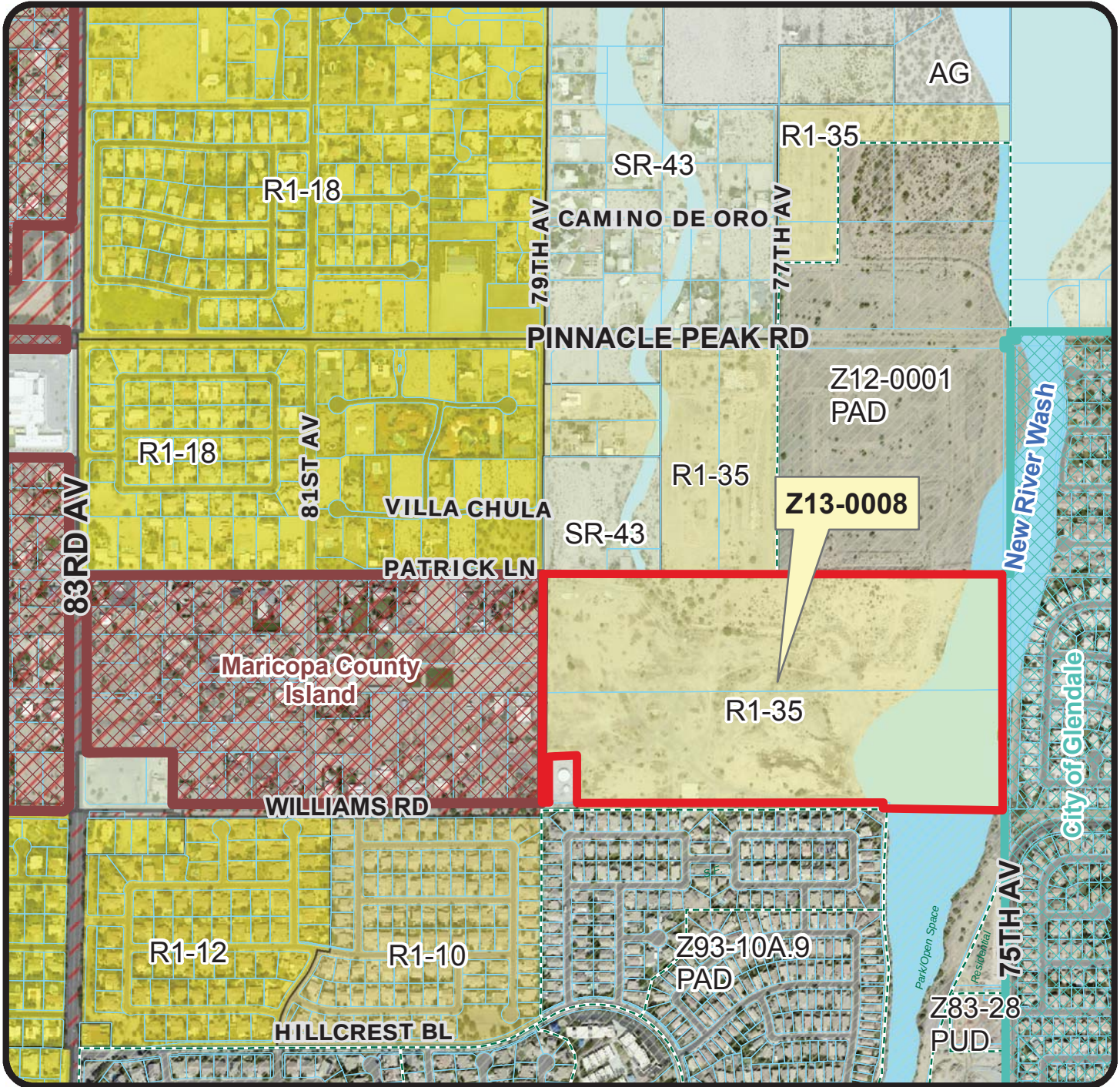
Location: Northeast corner of 79th Avenue and Williams Road.

Exhibit B



Not to Scale

Zoning Map



Z13-0008 Hidden Paradise Estates

Applicant: Coe & Van Loo

Request: Rezoning of approximately 77.86 acres located at the southeast corner of Patrick Lane and 79th Avenue from Single Family Residential R1-35 to the Hidden Paradise Estates Planned Area Development (PAD) Zoning District. The proposed PAD would allow development of up to 114 single family residences.

Location: Northeast corner of 79th Avenue and Williams Road.

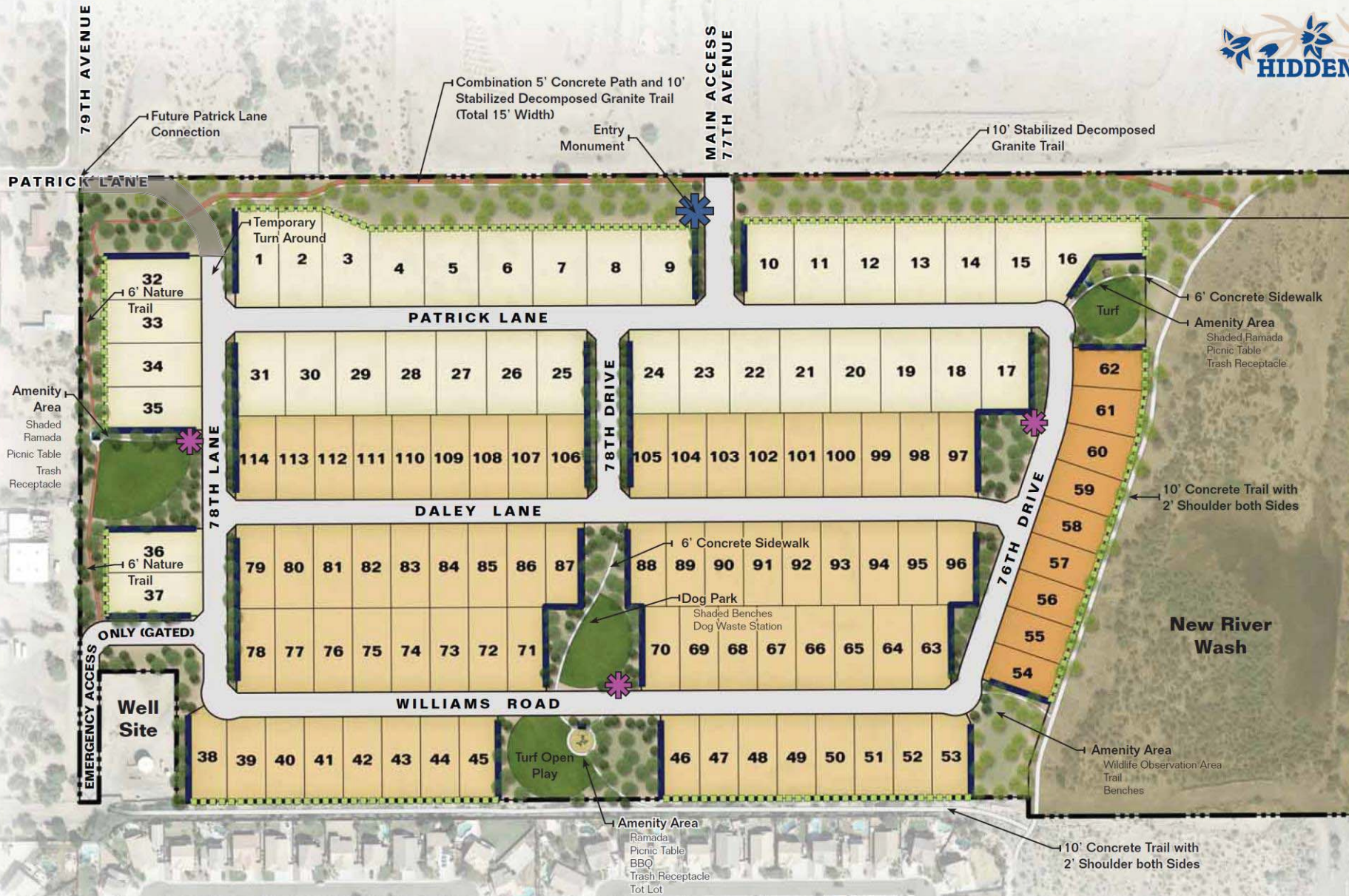
Exhibit C



Not to Scale

Landscape Plan

Exhibit H



Wall Legend	
	Partial View Wall
	Theme Wall
	Entry Monument
	Mailbox



July 2, 2017



CASE: Z13-0008

**STANDARDS AND
GUIDELINES REPORT for**

**PLANNED AREA
DEVELOPMENT (PAD)**

City of Peoria, Arizona



Standards and Guidelines Report for Planned Area Development (PAD)

Planned Area Development (PAD) Standards and Guidelines Report

For Hidden Paradise Estates

City of Peoria, Arizona

July 2, 2017

Case: Z13-0008

Owner

Cochran Estates LLC/ET AL

2917 W. Rose Lane
Phoenix, AZ 85017

Applicant

Matrix Equities, Inc.

14646 N. Kierland Blvd. Suite 250
Scottsdale, AZ 85254
480.945.9292
Attn: Ron Smith

Consultant

Coe & Van Loo Consultants, Inc.

4550 N. 12th Street
Phoenix, AZ 85014
602.285.4730
Attn: Ryan Weed
rweed@cvlci.com

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Appendix

Traffic Study
Water Analysis
Wastewater Analysis
A.L.T.A. Survey

Exhibits

Existing City of Peoria General Plan	Exhibit A
Proposed City of Peoria General Plan	Exhibit B
City of Peoria Zoning Map	Exhibit C
Existing Conditions Map	Exhibit D
Site Plan	Exhibit E
Proposed Street Sections	Exhibit F
Adjacent Properties Map	Exhibit G
Landscape Plan	Exhibit H
Entry Feature & Wall Elevations	Exhibit I
Amenities & Recreational Facilities	Exhibit J

1. Introduction

Purpose of Request

The purpose of this request is to obtain Planned Area Development zoning for the Hidden Paradise Estates development. Hidden Paradise Estates is as a detached single family residential neighborhood in the City of Peoria. PAD zoning is requested in order to encourage more creative and efficient utilization of a site that contains the New River Wash, a challenging geological feature that consumes a large portion of the site's eastern edge. PAD zoning is also requested to provide flexibility in lot sizing and to maintain the detached single family residential character of the surrounding subdivisions.

Existing Conditions

Hidden Paradise Estates is an undeveloped 77.68 acre site including approximately 15 acres of the New River Wash Channel. The site is located at the northwest corner of the 79th Avenue and the Williams Road alignments, one quarter of a mile south of Pinnacle Peak Road. It is bordered on the north by residential land, on the south by a PAD planned community, on the southwest by an R1-10 subdivision, on the west by residential land in Maricopa County, and on the east by a PAD planned community in the City of Glendale (*See Existing Conditions Map - Exhibit D*). Access will be provided from 77th Avenue, connecting to Pinnacle Peak Road, and a secondary future access from Patrick Lane at the northwest corner of the property. The site is currently zoned R1-35 with a Residential/Estate general plan designation.

Surrounding Property Ownership

The existing properties surrounding Hidden Paradise Estates are primarily privately owned parcels or lots (*See Adjacent Properties Map - Exhibit G*). The following properties are adjacent to the Hidden Paradise Estates site:

- North of the site is vacant residential land zoned SR-43 and R1-35 and a PAD planned community.
- South of the site is Fletcher Heights, a PAD planned community.
- Southwest of the site is Deer Valley Estates, an R1-10 subdivision.
- East of the site is Hillcrest Ranch, a PAD master planned community in the City of Glendale.

- West of the site are large-lot and mobile home sites zoned RU-43 in Maricopa County.

History

The property was initially zoned as General Agricultural (AG). The property was rezoned from AG to R1-35 as zoning case Z04-03 in 2004. A formal submittal to rezone and a Minor General Plan Amendment were submitted in November 2011. The rezoning case, Z11-0008, proposed to rezone the property from R1-35 to R1-10. The Minor General Plan Amendment, GPA11-0015, proposed an amendment from Residential/Estate to Low Density Residential. The submittal was administratively withdrawn.

2. Preliminary Development Plan

The Hidden Paradise Estates development is designed to be consistent with the surrounding character of the area. Currently, there are three subdivisions adjacent to the Hidden Paradise Estates property. The average lot sizes of these subdivisions range from 5,359 s.f. to 10,000 s.f. with densities ranging from 2.2 to 4.7 DU/AC. The conceptual development plan for Hidden Paradise Estates proposes up to 114 single family residential lots; 9 lots are a minimum of 12,000 s.f., 68 lots are a minimum of 13,600 s.f., and 37 lots are a minimum of 18,000 s.f. Lots will range in size from 12,000 s.f. to approximately 24,000 s.f. with an average lot size of 15,214 s.f. The site contains a gross area of 77.68 acres and will generate a dwelling unit density of 1.47 DU/AC (*See Site Plan - Exhibit E*). The plat is proposed to provide approximately 28 acres (36%) of open space which will include about 15 acres of preserved area within or adjacent to the New River Channel. The remaining 13 acres of open space will be utilized for drainage and retention facilities, landscaped open spaces, landscaped buffer, and recreational amenities. A minimum of six (6) acres of the open space shall be useable open space as defined in the City of Peoria Design Review Manual.

The proposed preliminary plat addresses all relevant site issues, restraints, challenges, and requirements such as site access, site vehicular circulation and traffic impact, site drainage and retention, site utilities, site open space, landscaping and walls, site pedestrian trails and circulation, and all other required site improvements. (*See Site Plan – Exhibit E*).

3. Permitted, Conditional, and Accessory Uses

All permitted principal uses, permitted conditional uses, and permitted accessory uses shall be in the conformance with sections 14-5-2, 14-5-3 & 14-5-4 of the City of Peoria Zoning Ordinance.

4. Project Phasing and Development Schedule

Hidden Paradise Estates will be developed in one phase. The single phased project is projected to begin construction in the 1st quarter of the year 2018 with total build-out projected for the 2nd quarter of the year 2019. These are best estimate projections which can be affected by many factors and are therefore subject to revision.

5. Project Development Standards

The property development standards in the comparison table below shall apply in the proposed PAD zoning district. The table compares the development standards of the proposed PAD and the similar R1-12 zoning district.

Property Development Standards	Hidden Paradise Estates PAD	R1-12
Minimum Lot Area (s.f.)	12,000	12,000
Minimum Lot Width (ft)	80	70
Minimum Lot Depth (ft)	150	100
Maximum Lot Coverage (%)	45%	40%
Maximum Building Height (ft)	30	30
Front Setback - Side-entry garage* (ft)	10**	10**
Front Setback - Front-facing garage*** (ft)	20	20
Interior Side Setback (min/total ft)	5/13	5/15
Rear Setback (ft)	15	15

Notes:

* Side entry garages shall be prohibited on corner lots

** Not more than 60% of the total front elevation shall occur at the 10' setback

*** With front-facing garages, the 10' front setback can apply to the livable portion of the home provided not more than 60% of the total front elevation occurs at the 10' setback

Lot Size Variation

Size	Number of Lots
< 13,600 s.f.	≤ 9
> 18,000 s.f.	≥ 37
Total Maximum # of Lots	114

The following development standards and requirements shall be maintained or exceeded without deviation from any of the applicable City of Peoria zoning, engineering or design review standard, requirement or provision for the proposed PAD district.

- Accessory Use Standards
- Lighting Standards
- Roadway Standards
- Parking Requirements
- Signage Standards
- Landscape Requirements

The property will be developed in accordance with the City of Peoria Design Review Manual.

Lighting Standards

All non-wash / drainage channel trails and active open space areas shall receive a low level lighting fixture that will comply with the Dark Sky Ordinance per City of Peoria Zoning Ordinance Section 14-3-2F.

Parking Requirements

All proposed residential, local streets shall allow on-street parking, and each single-family residential unit shall be provided a required 2 off-street spaces/unit within a garage or car port. All parking requirements shall conform to the parking standards contained within Article 14-23 of the Peoria Zoning Ordinance.

6. Project Signage Standards

Signage shall conform to the standards in Article 14-34 of the Peoria Zoning Ordinance. A permanent Subdivision Identification Sign will be located at the community entry. The entry monumentation signage shall conform to Article 14-34-8; A; 28 of the Peoria Zoning Ordinance. The primary identity sign will use complimentary materials to help announce the arrival into the community (*See Entry Feature and Wall Elevations - Exhibit I*).

7. Project Landscape Standards

Amenities

All homes are within easy walking distance to the open space areas provided within this project. The main park is centered along the southern boundary of the community. Amenities within this main park include a picnic ramada, BBQ grills, an open play turf area, a community gathering area, and a covered tot lot. A dog park is centrally located in the community and contains shaded benches, dog waste stations, and an open play turf area. Two additional minor parks provide open play turf areas and picnic tables (*See Amenities & Recreational Facilities - Exhibit J*). The open space areas along the eastern and western boundaries provide the community the opportunity to immerse themselves in the natural landscape and to explore native plant material and wildlife. The trails, walls, landscaping, and entry features will be themed to provide the development a sense of cohesion and to complement the surrounding natural landscape. Each of the open space areas is designed to work together to help create a neighborhood destination, and encourage community interaction (*See Landscape Plan - Exhibit H*).

The wall elements framing the main entry at 77th Avenue include natural tone smooth face CMU block with a “split face” accent block. The wall is periodically punctuated by theme columns with similar materials to break up the length of the project walls. A steel two rail ranch fence is used as an accent at key locations in the community, including the entry and the park areas. All walls and fencing shall conform to the City of Peoria Zoning Ordinance Section 14-3-5.



Plant materials will be low-water use, with informal tree planting adjacent to the sidewalks. The open space areas adjacent to the wash will use native plant material to complement the surrounding character. Common areas, retention basins, and other developed areas will be maintained by the Hidden Paradise Estates Home Owners Association including the channel and trail on the Williams Road Alignment from the west property line to New River. All vegetation used in screening shall conform to the City of Peoria Zoning Ordinance 14-3-4.

Open Space

A total of 28.48 acres (36.7% of gross acreage) of total open space has been provided within Hidden Paradise Estates, approximately 15 acres of which is made up of the New River Wash Channel. Of the 28+/- acres of Open Space provided, 6 +/- acres (~9.6% net site excluding preserved wash) is to be designated and developed as useable open space. All Open Space improvements will conform to the City of Peoria Zoning Ordinance Section 14-35.

8. Infrastructure/Utilities

Existing water, sewer, and roadway connectivity is available to the project from the north, west and south. An access proposed by the River Walk project to the north for 77th Avenue will provide the main connection for this project. This connection will provide vehicular traffic to the north allowing for easy connection to Pinnacle Peak Road. Patrick Lane exists to the west of the project as a full improved half street and provides access to 83rd Avenue. A secondary future access from Patrick Lane is proposed at the northwest corner of the property at 79th Avenue. Access to the northwest corner of this project is proposed as a future long term access point. Improvements and connection to the 79th Avenue and Patrick Lane intersection will take place when adequate right of way is dedicated by the property owner to the north or west. 79th Avenue, although shown on the City Circulation Map as connecting from Patrick Lane to Williams, is being removed as a collector road by the City Traffic Engineering Department. An emergency fire access is proposed at the southwest corner of this project which will provide fire access to Williams Road. The proposed local streets for this project will be constructed as public streets in accordance with the typical standard City of Peoria details.



Sunrise Water Company provides water service to this project. The system will be designed to meet the City of Peoria's design standards for water infrastructure and will also meet Sunrise Water Company's (SWC) standards. In the southwest corner there is a parcel owned by Sunrise Water Company that includes a storage tank and pump system. A well is located within the water campus and an additional Sunrise Water Company well is located to the east of the Patrick Lane and 79th Avenue intersection. An existing 12-inch water distribution line is located to the north and west of this project. This project will connect to the existing main and loop an internal 8-inch water main through the interior local streets. A fire flow test has been performed on the existing Sunrise Water system which has concluded the existing system meets the fire flow demands for this project. In addition a water model has been prepared which verifies the future water mains to be constructed with this project will also meet fire flow demands. Please refer to the Water Master Plan for this project for more information.

Sewer service for this project will be provided by the City of Peoria. The proposed sewer system will convey wastewater from Hidden Paradise Estates to the southwest and will not require upgrades to the existing sewer system.

The sewer flow from the neighborhood will exit at the southwestern corner of the Hidden Paradise Estates site and travel west in a new offsite sewer main in Williams Road which connects to an existing city main at 81st Avenue. The flow depth throughout this route ranges from 0 to 80 percent full according to the 2007 Wastewater Master Plan by Carollo. Please refer to the Wastewater Master plan for this project for more information.

Dry utilities will be provided by Southwest Gas, Cox Communications, Century Link, and Arizona Public Service.

Fire, police and sanitation services will be provided by the City of Peoria.

Onsite and Offsite Drainage

The Federal Emergency Management Agency (FEMA) and National Flood Insurance Program (NFIP) issued the Flood Insurance Rate Map (FIRM) for Maricopa County, Arizona and Incorporated Areas, Map Numbers: 04013C1255L, Map Revised: October 16, 2013. The site property is located within the Zone X,

Zone A, and Zone AE. The site is impacted by existing flood plain on east from New River and from a localized flooding area to the north fed by Rock Springs Wash. Storm water from the north will be conveyed through a proposed drainage channel along the northern edge of this project. This flow will outlet to New River. The flood plain from New River on the east will be improved, moving the flood plain to the east by adding fill material to the proposed project site.

Offsite runoff from the southwest of the property will be routed through the project site along the southern boundary (along the Williams Rd. alignment).

Onsite runoff for the gross site area will be managed to flow in the local streets to onsite retention basin open space areas. The rainfall used to calculate the basin volume will be based on the NOAA Atlas 14, Volume 1, Version 5, Point Precipitation Frequency Estimates (PPFE) with 90% confidence interval. The proposed retention basins will be designed to retain the on-site runoff for the 100-year, 2-hour storm event. The designed side slope of 6:1 adjacent to public rights-of-way or pedestrian access, and 4:1 adjacent to the lot walls, fences and hedges. The retention basins will have a maximum ponding depth of 3 feet with a minimum bottom slope of 0.1% for positive drainage toward discharge points. The retention basins will be designed to drain within 36 hours. However, certain variations in the geological characteristics make-up of the property may result in a slower drain time. If this occurs, additional dry wells will be installed as necessary to ensure the retention basins drain properly and within the allocated 36 hour period. Retention basins adjacent to New River will have bleed off pipes installed to allow storm water to drain at a metered rate.



11. Legal description

PARCEL NO. 1:

The North half of the South half of the Northeast quarter of Section 14, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO 2:

The South half of the South half of the Northeast quarter of Section 14, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

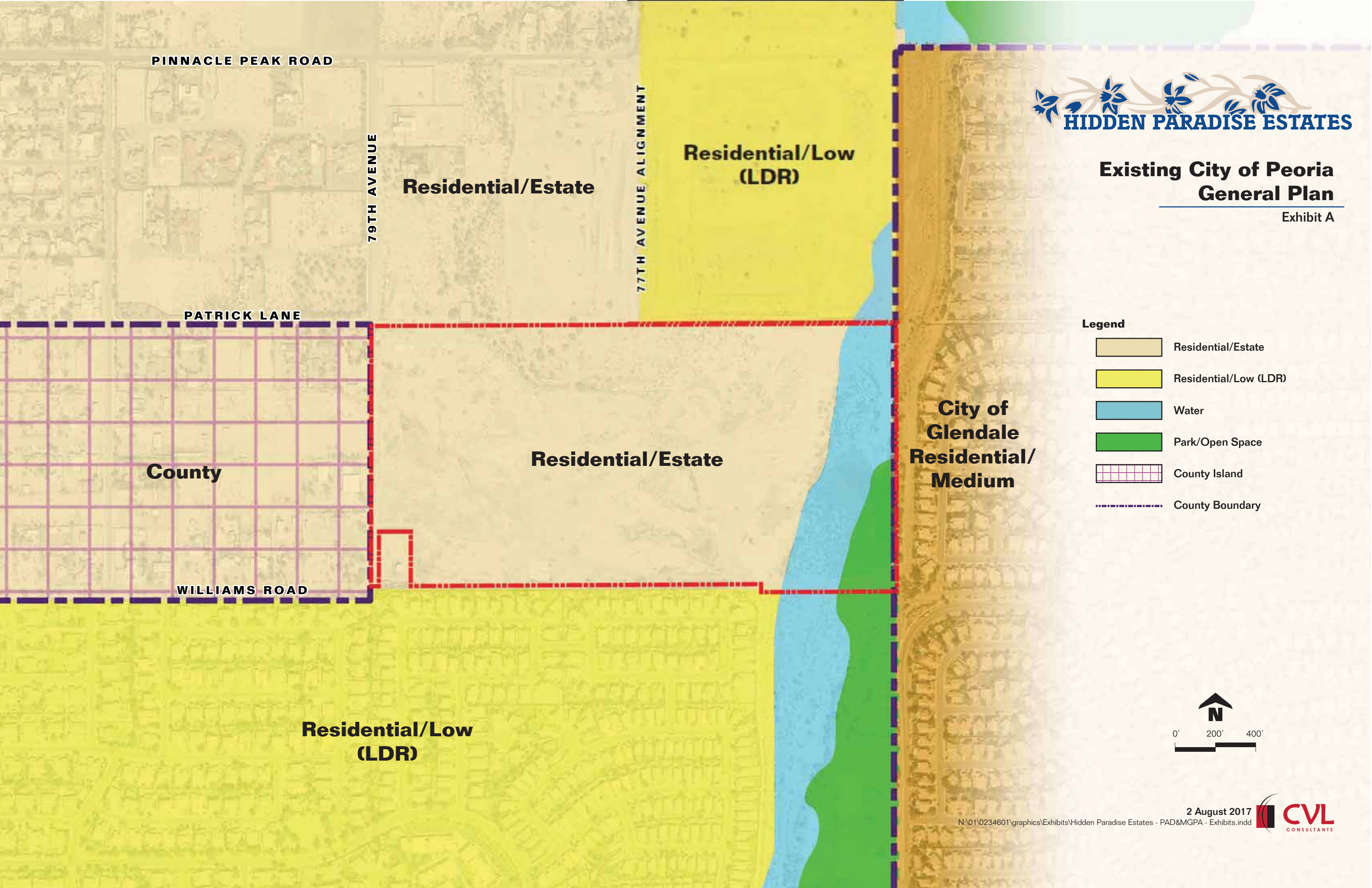
EXCEPT the West 1,960 feet of the South 40 feet of the South half of the South half of the Northeast quarter of Section 14, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

EXCEPT the West 200 feet of the South 310 feet of the South half of the South half of the Northeast quarter of Section 4, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

EXCEPT the South 40 feet thereof; and

EXCEPT the West 40 feet thereof.





PINNACLE PEAK ROAD

79TH AVENUE

77TH AVENUE ALIGNMENT

Residential/Estate

Residential/Low
(LDR)



**Existing City of Peoria
General Plan**
Exhibit A

PATRICK LANE

County

Residential/Estate

**City of
Glendale
Residential/
Medium**

WILLIAMS ROAD

Residential/Low
(LDR)

- Legend**
-  Residential/Estate
 -  Residential/Low (LDR)
 -  Water
 -  Park/Open Space
 -  County Island
 -  County Boundary



PINNACLE PEAK ROAD

79TH AVENUE

77TH AVENUE ALIGNMENT

Residential/Estate

Residential/Low
(LDR)



Proposed City of Peoria General Plan

Exhibit B

PATRICK LANE

County

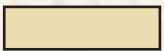
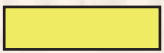
Residential/Estate
0 - 2.0 du/ac

WILLIAMS ROAD

Residential/Low
(LDR)

City of
Glendale
Residential/
Medium

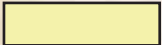
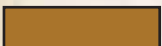
Legend

-  Residential/Estate
0 - 2.0 du/ac
-  Residential/Low (LDR)
2.0 - 5.0 du/ac
-  Water
-  Park/Open Space
-  County Island
-  County Boundary



**City of Peoria Zoning
Map**
Exhibit C

Legend

	SR-43
	R1-35
	R1-10
	R1-18
	PAD
	PUD

**City of
Glendale
PAD**

PINNACLE PEAK ROAD

SR-43

R1-35

SR-43

R1-35

PAD

79TH AVENUE

77TH AVENUE ALIGNMENT

PATRICK LANE

County

R1-35

AG

WILLIAMS ROAD

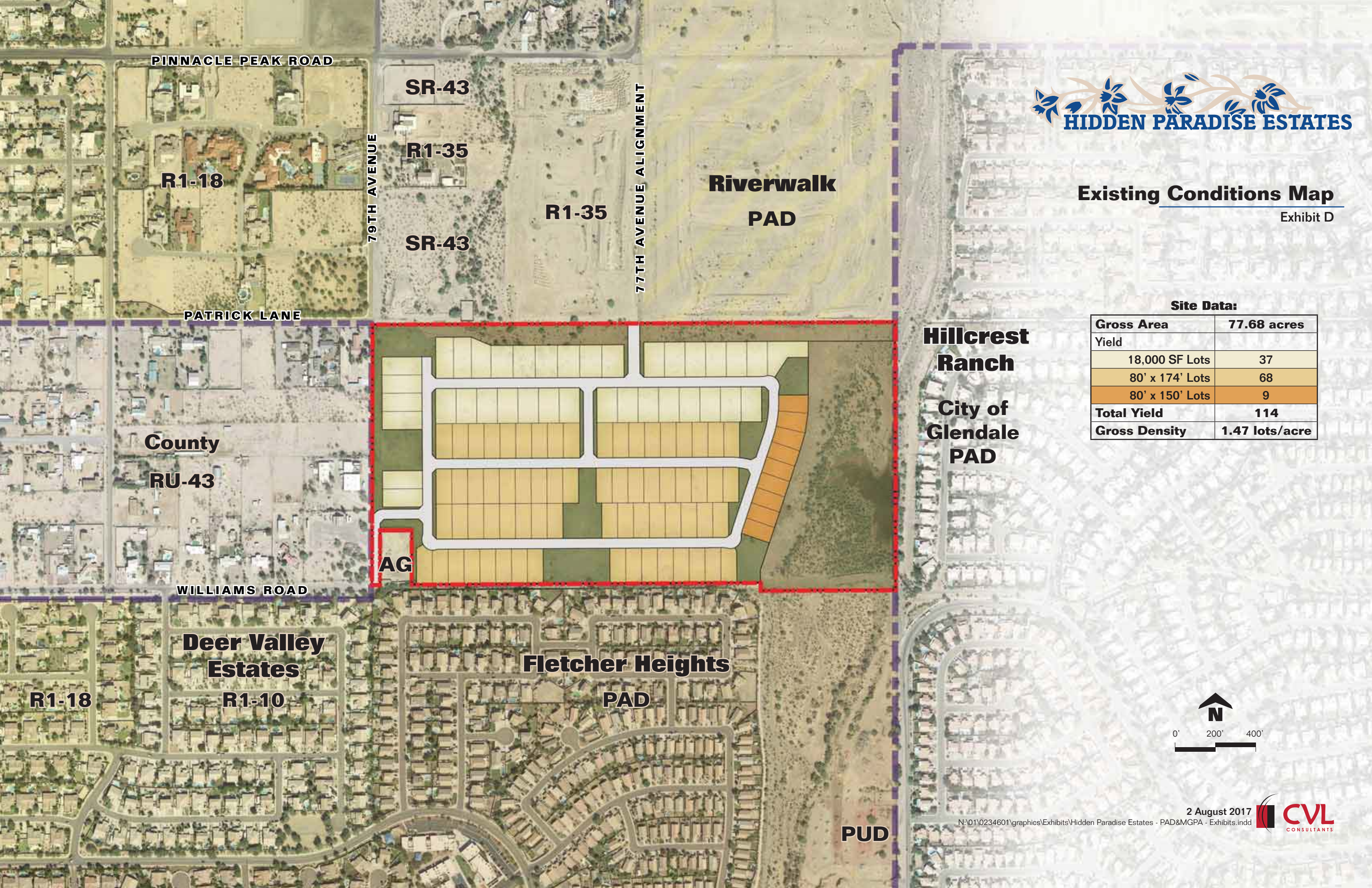
R1-18

R1-10

PAD

PUD





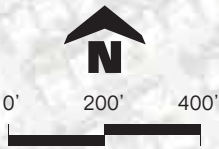
Existing Conditions Map
Exhibit D

Site Data:

Gross Area	77.68 acres
Yield	
18,000 SF Lots	37
80' x 174' Lots	68
80' x 150' Lots	9
Total Yield	114
Gross Density	1.47 lots/acre

**Hillcrest
Ranch**

**City of
Glendale
PAD**



PUD

79TH AVENUE

PATRICK LANE

Future Patrick Lane Connection

Temporary Turn Around

MAIN ACCESS
77TH AVENUE

Site Data:

Gross Area	77.68 acres
Yield	
18,000 SF Lots	37
80' x 174' Lots	68
80' x 150' Lots	9
Total Yield	114
Gross Density	1.47 lots/acre

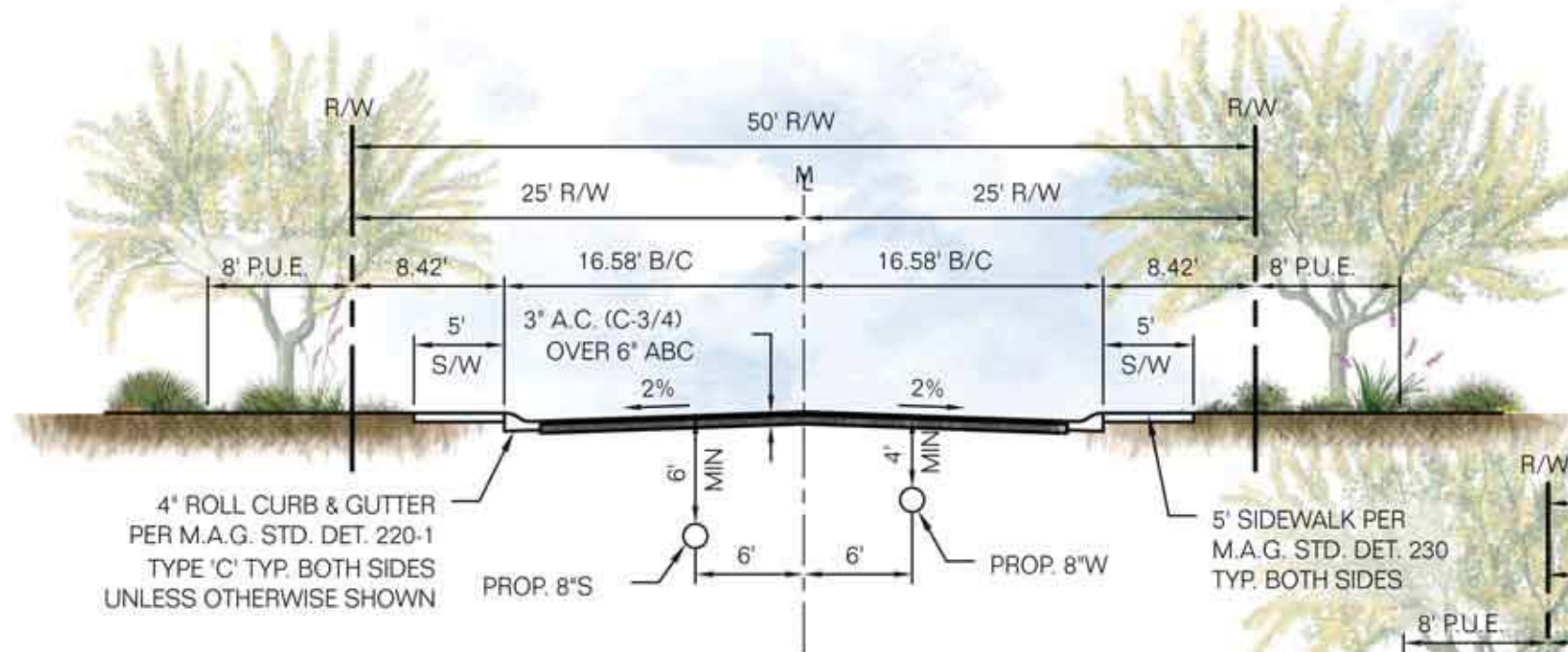


Site Plan
Exhibit E

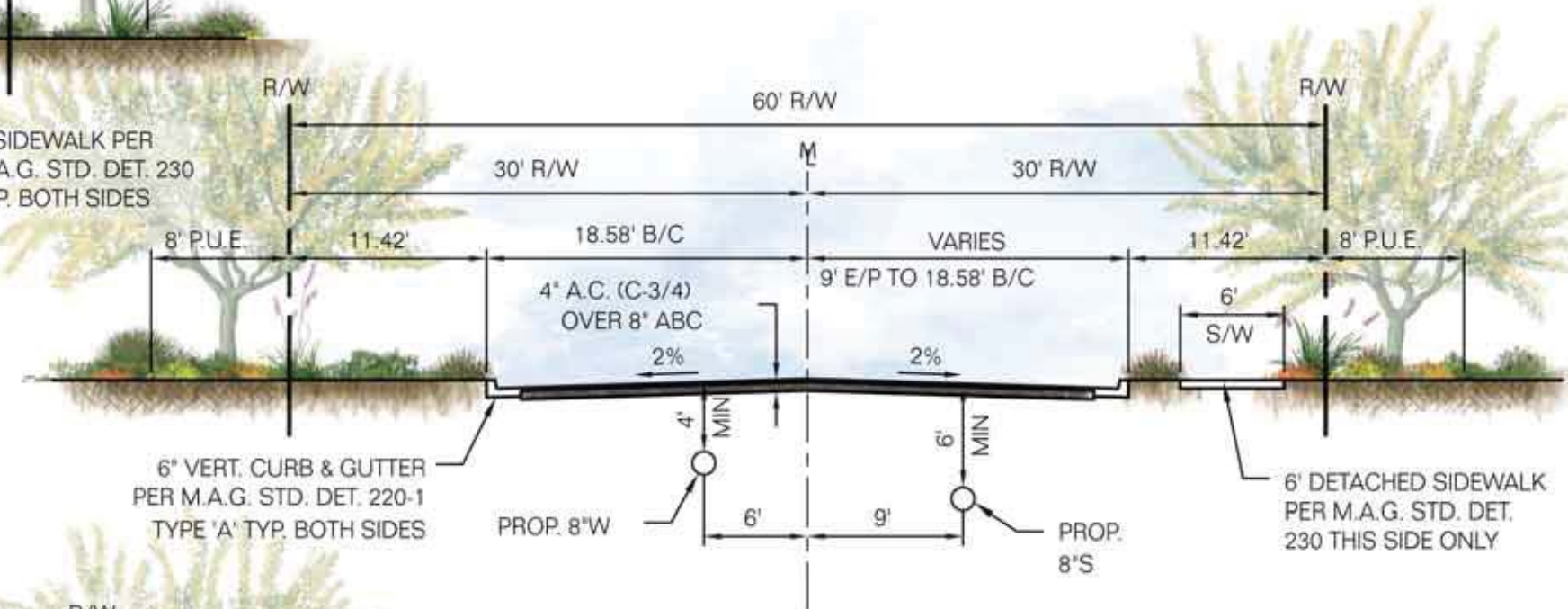


Proposed Street Sections

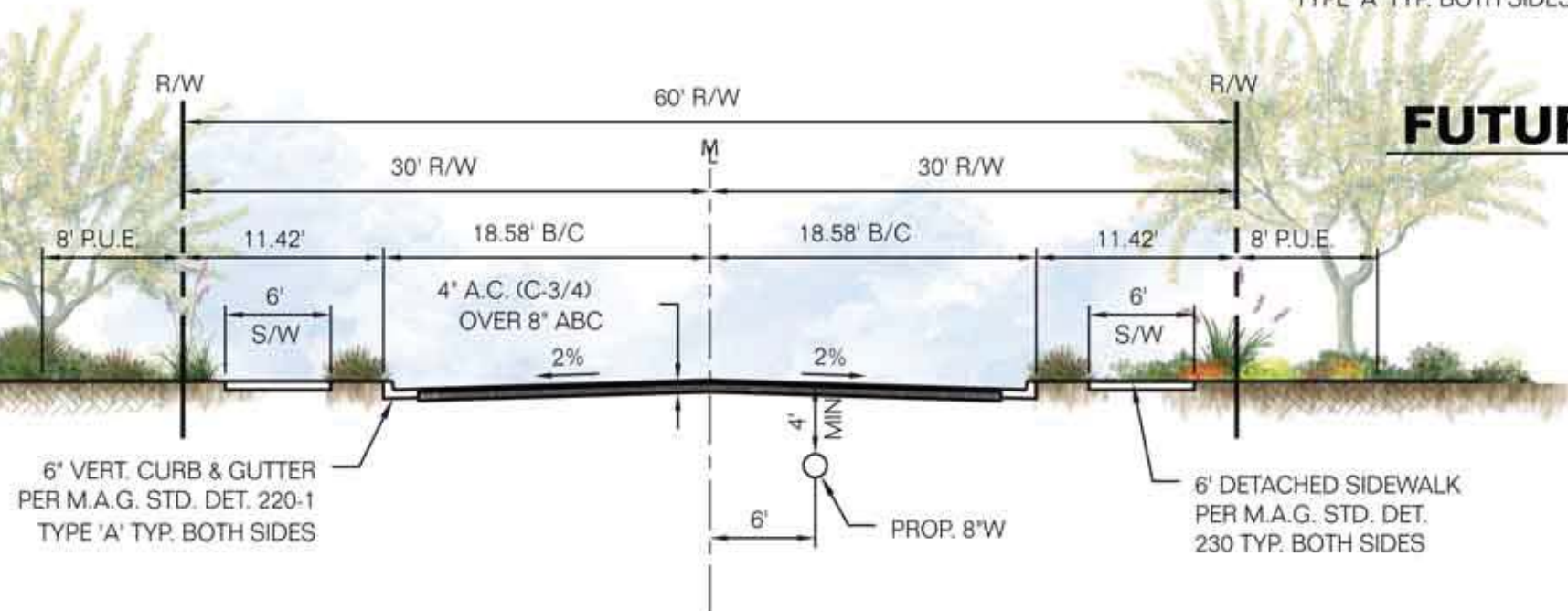
Exhibit F



**TYPICAL LOCAL STREET
LOOKING NORTH AND WEST**
N.T.S.



FUTURE PATRICK LANE LOOKING EAST
N.T.S.

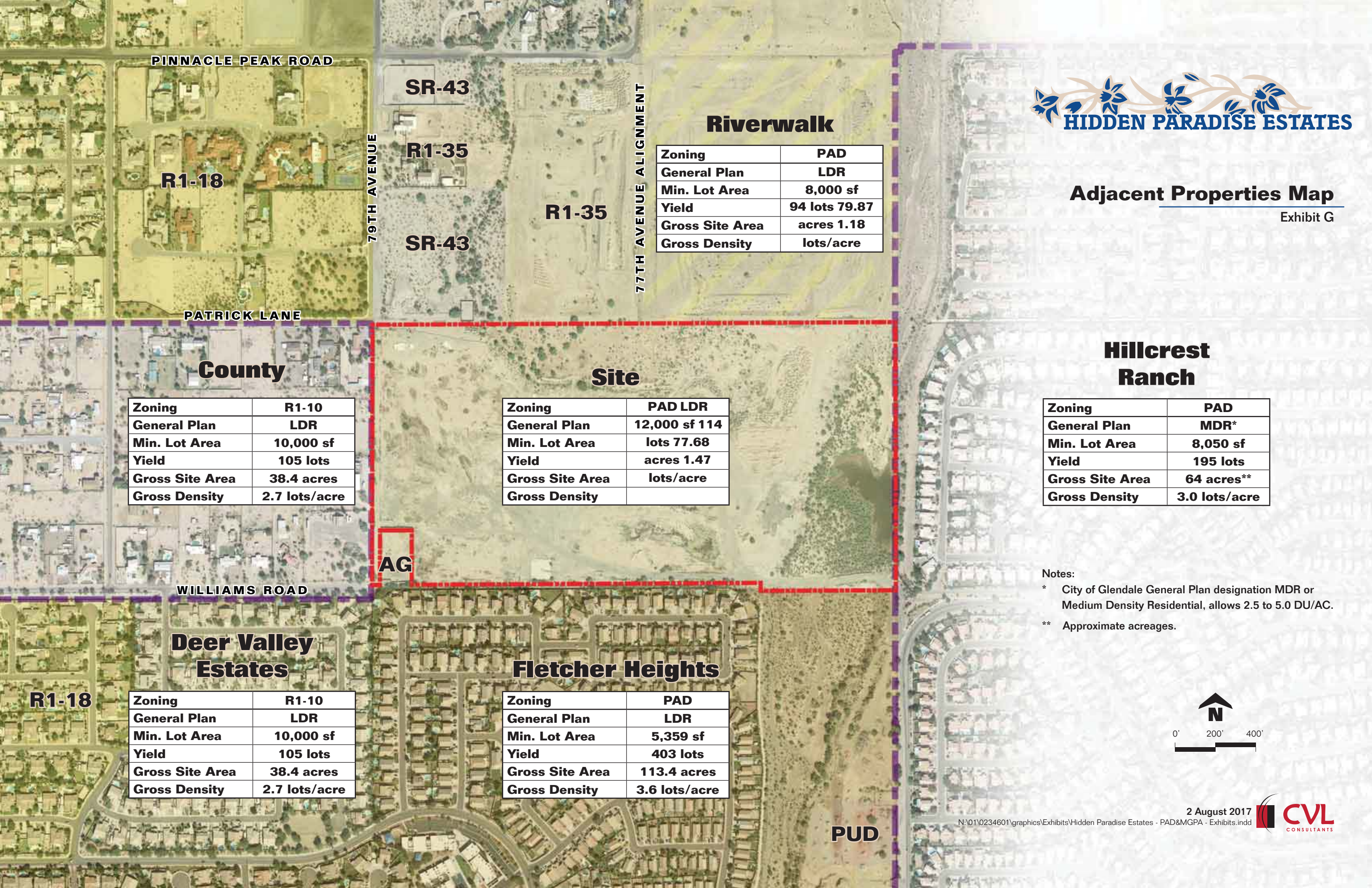


77th AVENUE LOOKING NORTH
N.T.S.



Adjacent Properties Map

Exhibit G



Zoning	PAD
General Plan	LDR
Min. Lot Area	8,000 sf
Yield	94 lots 79.87
Gross Site Area	acres 1.18
Gross Density	lots/acre

Zoning	R1-10
General Plan	LDR
Min. Lot Area	10,000 sf
Yield	105 lots
Gross Site Area	38.4 acres
Gross Density	2.7 lots/acre

Zoning	PAD LDR
General Plan	12,000 sf 114
Min. Lot Area	lots 77.68
Yield	acres 1.47
Gross Site Area	lots/acre
Gross Density	

Zoning	PAD
General Plan	MDR*
Min. Lot Area	8,050 sf
Yield	195 lots
Gross Site Area	64 acres**
Gross Density	3.0 lots/acre

Notes:

* City of Glendale General Plan designation MDR or Medium Density Residential, allows 2.5 to 5.0 DU/AC.

** Approximate acreages.



Zoning	R1-10
General Plan	LDR
Min. Lot Area	10,000 sf
Yield	105 lots
Gross Site Area	38.4 acres
Gross Density	2.7 lots/acre

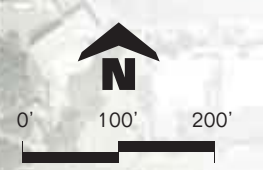
Zoning	PAD
General Plan	LDR
Min. Lot Area	5,359 sf
Yield	403 lots
Gross Site Area	113.4 acres
Gross Density	3.6 lots/acre

Landscape Plan

Exhibit H

Wall Legend

-  Partial View Wall
-  Theme Wall
-  Entry Monument
-  Mailbox

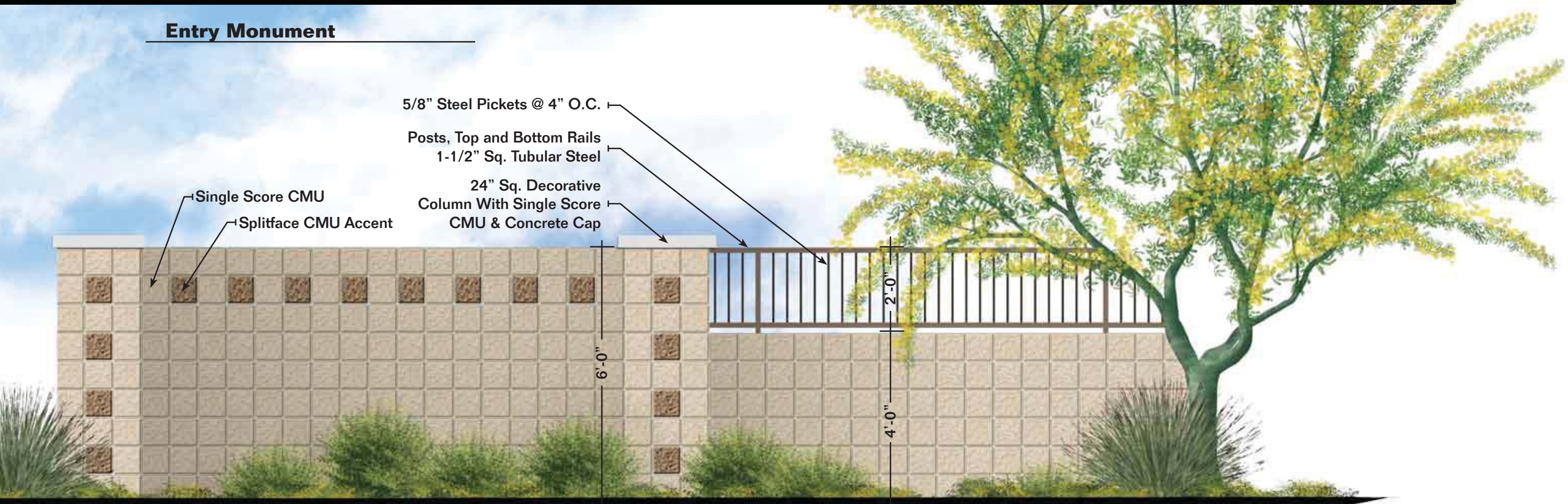


Entry Feature & Wall Elevations

Exhibit I



Entry Monument



Theme Wall

Partial View Wall

Extra Heavy-Duty Recycled Plastic Picnic Tables
Patterson-Williams Athletic MFG. Co.



Copper Cove Playground C
Playworld Systems



**Amenities & Recreational
Facilities**
Exhibit J



**Cluster Box Unit
Mailbox**
Salsbury Industries



Ramada
Classic Recreation Systems "Denver" CMU Color to match Walls



Rainbow Bench
Patterson-Williams Athletic MFG. Co.

Square Litter Receptacle
Patterson-Williams Athletic MFG. Co.





4550 N 12th Street
Phoenix, AZ 85014

602-264-6831

January 6, 2016

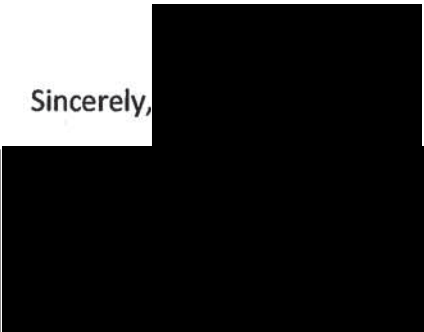
Larry Miller
Matrixx Management
14646 N. Kierland Blvd. # 250
Scottsdale, AZ 85254

Re: Hidden Paradise Review

Dear Sir:

Thank you, Larry, for your team's time in meeting to review the above reference project. Your consideration and changes to the plan have been very helpful in coming to an agreeable position between our two points of view. Given the current plan which totals 114 lots consisting of 18,000sf and 13,900sf lots, I am in a position to write this letter of no objection to the currently proposed plan.

Sincerely,



Steve Campbell
JD Campbell Realty, Inc.
P: 623-972-6133

June 8, 2015

From: Clarence and Carol Osborne

[REDACTED]

To: City of Peoria
8401 W. Monroe St
Peoria, Az 85345
Att: Randy Proch

Randy,

Enclosed please find the four copies of the letter I forwarded to the City of Peoria, Planning & Development Department on April 14, 2015 relating to the Hidden Paradise Estates. This letter was Written to Ryan Weed, PE, consultant for this project.

Thank you,

[REDACTED]

Clarence Osborne

April 14, 2014

Ryan Weed, PE
President, CEO
CVL Consultants
4550 North 12th Street
Phoenix AZ 85014

Re: **Preliminary Development Plan for Hidden Paradise Estates**

Dear Mr. Weed,

We are the owners of the property adjoining the proposed development on the West side. While we do not object to the proposed project we strongly oppose the elimination of our access to the East and offer the following reasons:

- Reduces our property values
- Increases future development costs
- Modification of the plan to retain Eastern access would be minor
- Reduces future traffic circulation

The overall development would be an asset to the area which we support.

Thank you for your consideration.

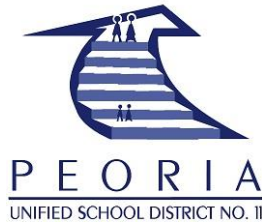
[REDACTED]
Clarence L. Osborne

[REDACTED]
Carol A. Osborne
3222 Creswell Road
Snohomish WA 98290

cc: City of Peoria - Planning & Development Department

EXHIBIT 3

Peoria Unified School District
Letter of Support for Hidden
Paradise Estates



April 20, 2017

Ms. Melissa Sigmund
Principal Planner
City of Peoria
9875 North 85th Ave.
Peoria, AZ 85382

(o) 623.773.7603
(e) melissa.sigmund@peoriaaz.gov

RE: Hidden Paradise Estates Rezoning (Z13-0008)/Minor General Plan Amendment (GPA13-0004)

Dear Ms. Sigmund,

This letter is intended to inform the City of Peoria of the communication between Peoria Unified School District (the "District") and Coe & Van Loo Consultants, Inc. regarding the proposed development at Hidden Paradise Estates. It also asserts the District's support of the rezoning and Minor General Plan Amendment for this development.

The District and Cochran Estates LLC had previously worked diligently to execute a Developer Assistance Agreement (DAA) for Hidden Paradise Estates, which was entered by both parties on August 13, 2013 (MCR 20130757998). The DAA remains active as its covenants run with the land (approx. 77.4 ac. NEC of W Williams Rd and N 79th Ave). Coe & Van Loo Consultants, Inc. has expressed their commitment to support the current DAA and the students who will be living in Hidden Paradise Estates.

The District wishes to commend Coe & Van Loo Consultants, Inc. for their support of public education. We look forward to our new partnership in serving the future residents of the City. Please feel free to contact me if you have any questions or need additional information.

Respectfully,

Terrell J. Harris
Department of Research and Planning

Cc: Kenneth Hicks, Chief Financial Officer

6330 W. Thunderbird ■ Glendale, Arizona 85306
P.O. Box 39 ■ Peoria, Arizona 85380-0039
623.486.6000 ■ www.peoriaud.k12.az.us

Exhibit 4
DRAFT ORDINANCE

ORDINANCE NO 2017-42

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ZONING PROPERTY FROM SINGLE FAMILY RESIDENTIAL (R1-35) TO THE HIDDEN PARADISE ESTATES PLANNED AREA DEVELOPMENT (PAD) DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on September 7, 2017 in zoning case Z13-0008 in the manner prescribed by law for the purpose of considering an amendment to the zoning district boundaries of property within the City of Peoria, Arizona to provide for rezoning of a parcel of land as described below from Single Family Residential (R1-35) to the Hidden Paradise Estates Planned Area Development (PAD) zoning district for a single family development as provided in Section 21-601 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on August 18, 2017; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

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

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A, and B to this Ordinance, is hereby rezoned from Single Family Residential (R1-35) to the Hidden Paradise Estates Planned Area Development (PAD) zoning district

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall substantially conform to the Hidden Paradise Estates Standards and Guidelines Report (Exhibit E), as contained in the staff report to the Planning and Zoning Commission for September 7, 2017.
2. The development proposal shall be limited to a maximum of 114 residential lots, and shall not exceed a gross density of 1.47 dwelling units per acre.
3. A Final Drainage Report shall be submitted with the Civil Improvement Plans.
 - The Final Drainage Report shall conform to the Maricopa County Uniform Drainage Design Standards, Policies and Procedures and Drainage Design Manual for Maricopa County for drainage criteria.
 - Final Drainage Report shall address onsite & offsite flows. The Final Drainage Report shall take into effect the adjacent drainage ways.
 - If utilized, all Drywells must be registered with the Arizona Department of Environmental Quality and drilling logs shall be provided to the City. The percolation rate shall be tested and the results provided to the City before the drywell is accepted.
 - On-site basins shall be provided to retain/detain 100% of the 100-year, 2-hour storm event for the sub-basin it serves. The volume shall be calculated based on the gross square footage of the site (including half-street areas). A drainage easement shall be recorded over each retention/detention area within the project for both "public" and "private" basins.
 - Provide a copy of the 404 permit in the Final Drainage Report
 - The report must adhere to the Middle New River Watercourse Master Plan
 - Quantify how the Rock Springs Wash impacts the floodplain and the bank of the New River
 - Address sedimentation/deposition and maintenance in the final report. Sedimentation may be affected by the previous history of the site as a gravel pit and the placement of fill in order to use that area.
4. As part of the Final Drainage Report, the Developer shall include calculations of the storm runoff being routed through the Williams Road channel between 81st Ave and New River and develop proposed channel improvements.
5. All existing FEMA flood plains and erosion hazard setbacks must be shown on the Final Plat.
6. No structure shall be constructed within the limits of the FEMA designated flood plain or erosion hazard setback.
7. The CLOMR for Rock Springs Wash and New River Wash shall be approved by the City and submitted to FEMA prior to Final Plat and Improvement Plan approvals for the project.
8. The LOMR shall be approved by FEMA prior to issuance of building permits for any lots within a Special Flood Hazard Area impacted by the LOMR.
9. This project shall be in conformance with the Middle New River Watercourse Master Plan and shall construct the bank stabilization and trail along New River as required per the master plan. The construction of bank stabilization will require 404 mitigation and 404 review; the Developer shall pay all fees for plan review and 404 mitigation.

10. Based on the project's history as a landfill, remediation is necessary. All trash and debris shall be removed from areas where public utilities will be installed. A copy of the current geotechnical report is required to be submitted with the Civil Improvement Plans. The grading plans must show all areas of over excavation to remove trash and debris.
11. The Developer shall dedicate 60-foot ROW on 77th Avenue.
12. The Developer shall dedicate a 30' x 30' ROW chamfer at all intersections with collectors and a 20'X20" chamfer at all local intersections.
13. The Developer shall dedicate an additional 8' PUE outside of all required ROW and local roadway tracts. No walls, trees, or retention are permitted within the PUE.
14. The developer shall construct the full street for 77th Avenue on this project site.
15. As 77th Avenue is the primary access, this Development must provide paved access for two way travel from the project site to Pinnacle Peak Road. If the adjacent Riverwalk development has provided an in-lieu of payment, this development (Hidden Paradise Estate) shall use those funds and shall complete the east half street of 77th Avenue. If the Riverwalk development has not proceeded, this development (Hidden Paradise Estates) shall be responsible for providing pavement-only for two-way traffic.
16. If the Riverwalk development has not completed the 100-year dry crossing along Pinnacle Peak west of 77th Avenue, this project shall be responsible for that construction.
17. The Developer shall provide a tract along the Patrick Lane alignment, clearly noting on the Final Plat that this tract is for a future roadway when the parcel to the north develops. This ROW shall be dedicated at no cost to the City at such time that a roadway is to be constructed. No landscaping or amenities will be permitted within this tract.
18. A roadway barrier shall be installed at the end of the roadway at the northwest corner of the development where it meets the tract for the future Patrick Lane connection. The barrier shall meet the standards of the Development and Engineering Department and shall include a sign indicating "Future Roadway". Plans for the barrier shall be submitted with Civil Improvement Plans.
19. The Developer is responsible to provide access for maintenance vehicles to the Williams Road alignment (channel improvements and combination trail/path improvements) including:
 - A solid trail (10' concrete trail/path with 2' shoulders on each side) extending along the north side of the Williams Rd channel from 79th Av easterly and connect to the New River Trail
 - Shotcrete or gunite lining of the Williams Road channel. These improvements shall be located within the City's 40' ROW.
 - The City may choose to participate in a financial contribution for these improvements, in which case the development would be required to assume the maintenance responsibility for the trail/path and channel improvements.

- If the City retains maintenance responsibilities of the trail/path and channel improvements along the William Rd alignment, the width of the trail/path shall be increased to a 12' wide concrete trail/path with 2' shoulders on each side. The 12' trail/path will also function as a maintenance road.
20. The Developer shall construct and maintain a 10' concrete trail along New River. The Developer shall dedicate a public trail easement over this portion of the trail. Maintenance of this trail shall be the responsibility of the HOA and language to clarify this shall be included on the final plat.
21. The Developer shall provide a tract along the Patrick Lane alignment, clearly noting that this is for a future roadway when the ROW to the north becomes available. This tract/ROW shall be dedicated at no cost to the City at such time that a roadway is to be constructed. No landscaping or amenities will be permitted within this tract. The developer shall prepare plans and provide an in-lieu of payment for the future roadway improvements within this tract.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria,
Arizona this 19th day of September, 2017.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Stephen Burg, City Attorney

Published in:
Peoria Times Pub. Dates: September 29 and October 6, 2017
Effective Date:

EXHIBIT A
Legal Description

That part of the Northeast Quarter of Section 14, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 14, from which the Aluminum Cap marked LS#32222 marking the Northeast Corner of said Section 14 bears North $00^{\circ}08'12''$ West, a distance of 2,654.73 feet;

Thence South $89^{\circ}41'01''$ West, along the South line of the Northeast Quarter of said Section 14, a distance of 682.28 feet to a point on a line which is parallel with and 1,960.00 feet Easterly, as measured at right angles, from the West line of the Northeast Quarter of said Section 14;

Thence North $00^{\circ}07'22''$ East, along said parallel line, a distance of 40.00 feet to a point on a line which is parallel with and 40.00 feet Northerly, as measured at right angles, from the South line of the Northeast Quarter of said Section 14;

Thence South $89^{\circ}41'01''$ West, along last said parallel line, a distance of 1,760.05 feet to a point on a line which is parallel with and 200.00 feet Easterly, as measured at right angles, from the West line of the Northeast Quarter of said Section 14;

Thence North $00^{\circ}07'22''$ East, along last said parallel line, a distance of 270.01 feet to a point on a line which is parallel with and 310.00 feet Northerly, as measured at right angles, from the South line of the Northeast Quarter of said Section 14;

Thence South $89^{\circ}41'01''$ West, along last said parallel line, a distance of 160.00 feet to a point on a line which is parallel with and 40.00 feet Easterly, as measured at right angles, from the West line of the Northeast Quarter of said Section 14;

Thence South $00^{\circ}07'22''$ West, along last said parallel line, a distance of 270.01 feet to a point on a line which is parallel with and 40.00 feet Northerly, as measured at right angles, from the South line of the Northeast Quarter of said Section 14;

Thence South $89^{\circ}41'01''$ West, along last said parallel line, a distance of 40.00 feet to a point on the West line of the Northeast Quarter of said Section 14;

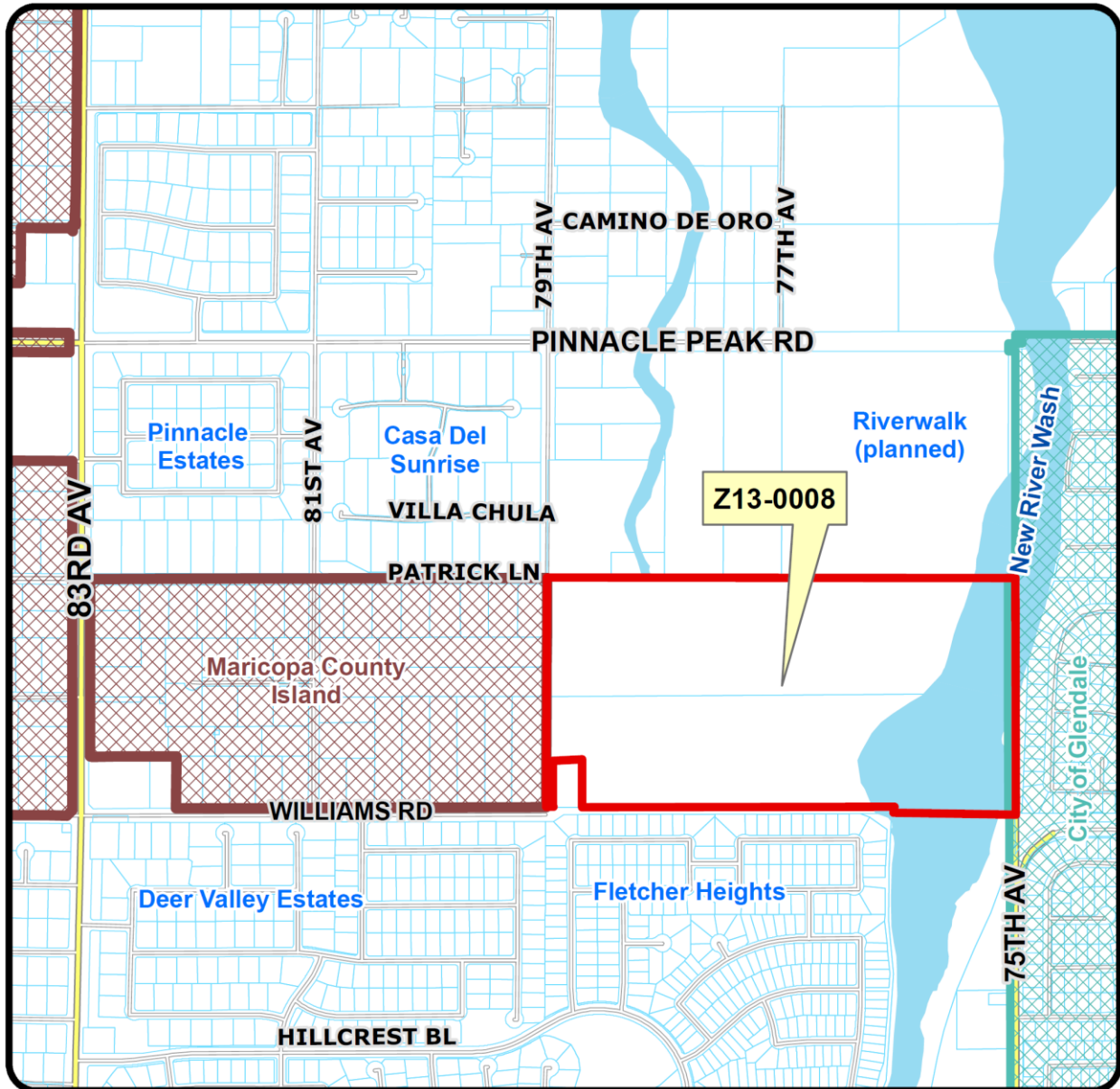
Thence North $00^{\circ}07'22''$ East, along said West line, a distance of 1,288.86 feet to the Northwest Corner of the South Half of the Northeast Quarter of said Section 14;

Thence North $89^{\circ}42'56''$ East, along the North line of the South Half of the Northeast Quarter of said Section 14, a distance of 2,636.31 feet to the Northeast Corner thereof;

Thence South 00°08'12" East, along the East line of the Northeast Quarter of said Section 14, a distance of 1,327.36 feet to the Point of Beginning.

Containing 77.678 Acres, more or less.

EXHIBIT B



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 20.C.

Date Prepared: 8/31/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager
FROM: Rhonda Geriminsky, City Clerk
SUBJECT: Council Calendar

Purpose:

To provide the Mayor and City Council with the City Council Calendar for September and October.

ATTACHMENTS:

September
October



Public Events Calendar

< August	September 2017					October >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 <u>Special City Council Meeting & Study Session</u> <u>City Council Meeting</u>	6	7	8	9
10	11	12 <u>Council Boards and Commissions Subcommittee Meeting</u>	13	14	15	16
17	18	19 <u>City Council Meeting</u> <u>Special City Council Meeting & Study Session</u>	20	21	22	23
24	25	26	27	28	29	30





Public Events Calendar

< September		October 2017				November >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 City Council Meeting Special City Council Meeting & Study Session	4	5	6	7
8	9	10 Council Boards and Commissions Subcommittee Meeting	11	12	13	14
15	16	17 City Council Meeting Special City Council Meeting & Study Session	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 21.A.

Date Prepared: 8/31/2017

Council Meeting Date: 9/19/2017

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: John R. Sefton, Jr., Director
SUBJECT: Drowning Prevention Coalition of Arizona Corporate Award for Drowning Prevention

Background/Summary:

At the 2017 Drowning Prevention Coalition of Arizona's annual awards banquet, the City of Peoria was honored as the Corporate Award winner for our drowning prevention efforts. The Community Services' Aquatics team has hosted several state-wide seminars and have taught over 9,000 swim lessons. They work closely with the Fire-Medical Department through educational efforts and events.

The Drowning Prevention Coalition of Arizona is a community based organization that promotes education and advocacy for water safety.

Contact Name and Number:

John Sefton 623-773-7135