

Mayor
Cathy Carlat

Palo Verde
District
Michael Finn,
Vice Mayor

Acacia
District
Vicki Hunt,
Mayor Pro Tem

Ironwood
District
Bill Patena

Mesquite
District
Bridget
Binsbacher

Pine
District
Carlo Leone

Willow
District
Jon Edwards

Amendment #1 October 15, 2018

City Council Meeting Notice & Agenda

Tuesday, October 16, 2018
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345



Study Session

5:30 P.M. Convene

Roll Call

Study Session Agenda

Subject(s) for Discussion Only

1. Transit and Transportation Briefing

Adjournment

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call to Submit Speaker Request Forms

Presentation

2. Proclamation Recognizing October 14-21, 2018 as Peoria Film Week
3. Proclamation Recognizing Hit and Run Awareness

Consent Agenda

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

Consent

4 C. Minutes

Discussion and possible action to approve the following minutes:

- September 4, 2018 City Council meeting minutes
- September 12, 2018 City Council meeting minutes
- September 18, 2018 City Council meeting minutes

5 C. Rezoning, Springdale Center at Trianna Park, 88th Avenue and Thunderbird Road

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2018-31** approving the Major Planned Area Development (PAD) Amendment to the Trianna Park PAD, generally located south of the southwest corner of Thunderbird Road and 88th Avenue.

6 C. Grant, Arizona Department of Homeland Security, Statewide Disaster Response Program

Discussion and possible action to: (a) accept two grants from the Arizona Department of Homeland Security in the amount of \$55,867; and (b) approve a budget adjustment in the amount of \$55,867 from the Proposed Grants Contingency account to the Homeland Security Fund.

7 C. Acceptance of Grant, State Grants-in-Aid, System Wide Library Professional Development and Audio CD Material for Sunrise Mountain Library

Discussion and possible action to: (a) accept the State Grants-in-Aid funding in the amount of \$8,138 administered by the Arizona State Library, Archives and Public Records to provide system-wide professional development funding for both libraries to expand the audiobook CD collection at Sunrise Mountain Library; and (b) authorize a budget amendment in the amount of \$6,138 from the Proposed Grant Contingency account to the Library Materials and Subscriptions account and in the amount of \$2000 to the Training/Meeting-Local account, for a total of \$8,138.

8 C. **Intergovernmental Agreement, Flood Control District of Maricopa County, Recreational Use of the New River Dam for Paloma Community Park, Lake Pleasant Parkway and Dixileta Drive**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the Flood Control District of Maricopa County for the recreational use of approximately 2700 acres behind the New River Dam for Paloma Community Park, passive recreation, and hiking-biking trails.

9 C. **Intergovernmental Agreement, Peoria Unified School District, Peoria Police Department Pipeline Internship Program**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the Peoria Unified School District (PUSD) to participate in an unpaid pipeline internship program providing law enforcement training to students of the PUSD Career and Technical Education (CTE) Works Law Enforcement Program.

10 C. **Memorandum of Understanding, City of Glendale Police Department, National Integrated Ballistic Information Network Program Participation**

Discussion and possible action to authorize a Memorandum of Understanding (MOU) with the City of Glendale Police Department (GPD) to utilize the National Integrated Ballistic Information Network (NIBIN) Program.

11 C. **Expenditure Authority, Sports Complex Improvement Reserve Fund, Backstop Netting Expansion Project**

Discussion and possible action to: (a) authorize expenditure authority from the fund balance in the Sports Complex Improvement Reserve Fund (generated from Spring Training ticketing surcharges) for additional funds in the amount not to exceed \$100,000, to complete the backstop netting expansion improvement project at the Sports Complex stadium; and (b) authorize a budget transfer for the netting expansion improvement project at the Sports Complex, not to exceed \$100,000.

12 C. **Replat, Building A2 Arrowhead Business Park, Kelton Lane and 87th Avenue**

Discussion and possible action to approve a Replat of Building A2, Arrowhead Business Park, located on Kelton Lane and 87th Avenue, subject to stipulations.

13 C. **PUBLIC HEARING - Liquor License, Biscuits Cafe, 8877 West Thunderbird Road**

Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant (Series 12) Liquor License for Biscuits Cafe located at 8877 West Thunderbird Road, Kyle E. Preston, Applicant, LL#20020689.

Regular Agenda

New Business

14 R. **PUBLIC HEARING - Rezoning, Life Time Fitness Peoria, 67th Avenue and Happy Valley Parkway**

PUBLIC HEARING: RE: A request to approve the Major Planned Area Development (PAD) Amendment to the Terrazza Center PAD, generally located at the southwest corner of 67th Avenue and Happy Valley Parkway.

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. 2018-32** approving the Major Planned Area Development (PAD) Amendment to the Terrazza Center PAD, generally located at the southwest corner of 67th Avenue and Happy Valley Parkway.

15 R. **PUBLIC HEARING - Rezoning, Granite Hills, Dysart Road and Ridgeline Road**

PUBLIC HEARING: RE: A request to rezone approximately 40 acres located south of the southeast corner of Dysart Road and Ridgeline from Suburban Ranch (SR-43) to Granite Hills Planned Area Development (PAD).

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION:

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2018-33** approving the rezoning of approximately 40 acres located south of the southeast corner of Dysart Road and Ridgeline Road from Suburban Ranch (SR-43) to Granite Hills Planned Area Development (PAD).

16 R. **Naming of a Special Area at Rio Vista Park**

Discussion and possible action to name the Huey Helicopter area at the Rio Vista Community Park and Peoria Veterans Memorial as the "Senator John McCain Vietnam Veterans Memorial Plaza."

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

17. Reports

A. Update on Recent Solid Waste Route Change

B. Special Awards and Recognitions

C. Arizona Forward Environmental Excellence Awards

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: 1.

Date Prepared: 10/10/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Kevin Burke, Public Works Director
SUBJECT: Transit and Transportation Briefing

Summary:

A key City Council livability goal for Peoria is the assurance to residents, business owners and visitors that they continue to have access to a functional, well-maintained, and robust transportation and transit system. Whether it be the development of new roads, reinvestment in our existing transportation system (i.e. freeways and state routes, major arterials, residential streets, bike path systems), or new and/or pending transit systems (i.e. the 83rd Avenue Fixed Route, the Circulator), or the careful exploration of emerging transportation and transit concepts, the City is committed to continued investment and partnering to achieve excellence for this goal.

This briefing will provide a status report regarding four current transit projects: the Circulator; the 83rd Avenue Fixed Route ridership; the Peoria Park and Ride, and installation of bus shelters. The study session will further present information on several key transportation projects, transportation planning, funding and implementation, and discuss the pending transition from Proposition 400 to Proposition 500, also known as the Maricopa County half-cent sales tax for transportation (proposition 400 is set to expire at the end of 2025).

Previous Actions/Background:

The City Council last discussed the importance of transportation and transit at its November 2017 Special Workshop. As a part of the FY19 City Budget, it reviewed and approved several CIP and operational services on May 15, 2018 (which included new funding for the Circulator bus route and several transportation infrastructure projects).

Mayor and Council have invested in the Livability Topic of Transportation in multiple ways. Newly appointed Transit Manager Cathy Colbath will review those transit investments and their current status. Of particular note in the transit update will be the discussion of the Circulator. Staff will discuss finance changes and route enhancements as well as features associated with the selected buses. Attached please find Exhibit 1 & 2 illustrating the route enhancements.

The update will also discuss how Peoria participates in regional transportation planning efforts. The City and the region have experienced great progress and success through regional

cooperation in the form of Proposition 400. Development and Engineering Director Adina Lund will review our participation and some of its benefits to Peoria over the past two decades. Kevin Burke, Public Works Director, will then discuss the two-prong approach to planning for a successor proposition while ensuring Peoria's interconnectivity to the metroplex and localized transportation improvements.

Options:

A: Council could ask clarifying questions and receive and file the update.

B: Council could provide direction regarding projects and process.

Fiscal Analysis:

Unfortunately, Valley Metro made an estimation error at the time of budgeting for the Circulator. The error has no impact in the current FY19 Budget as the circulator does not start until late April 2019. However, it will necessitate a larger than expected budget request in FY20. The total annual operating budget for the circulator will increase from \$544,061 to \$1,222,300.

ATTACHMENTS:

Original Circulator Route

Proposed Optimal Circulator Route

Contact Name and Number:

Kevin Burke (623) 773-7395

 Circulator Route Counterclockwise Bus Stops
 Shared Bus Stops Clockwise Bus Stops

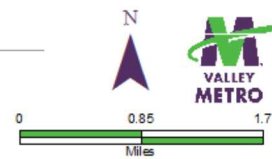
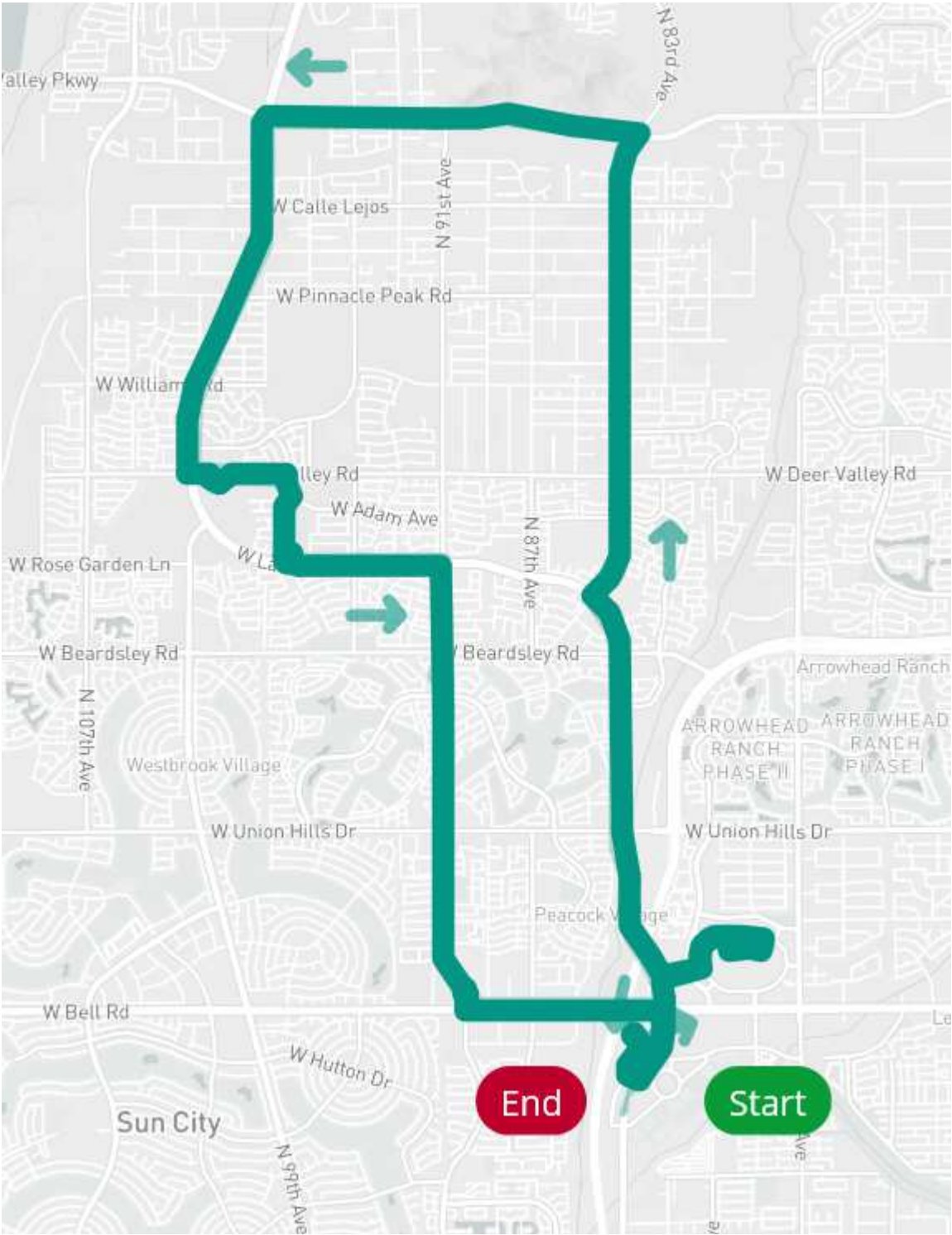


EXHIBIT 2
OPTIMAL CIRCULATOR ROUTE



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 2.

Date Prepared: 10/8/2018

Council Meeting Date: 10/16/2018

TO: Council Members

FROM: Mayor Cathy Carlat

SUBJECT: Proclamation Recognizing October 14-21, 2018 as Peoria Film Week

Summary:

The City of Peoria has identified digital medial production as a targeted industry in Peoria's Economic Development Implementation Strategy. To support film production and digital media creation, the Peoria Film and Media Production Office was formed. In 2017, Huntington University opened their Digital Media Arts Campus to educate students in film production graphic design, animation and broadcast media. Additionally, the Peoria Unified School District has made film and media production a core component of their Career and Technical Education Program. Most recently, the Phoenix Film Foundation has chosen Peoria to host the First Annual Peoria Film Fest at Harkins Arrowhead Fountains 18.

Given these endeavors to support film production, digital media creation, graphic design, animation, and broadcast media, the City is proud to proclaim October 14-21, 2018 as "Peoria Film Week".

Staff Recommendation:

This is a request for Mayor and City Council to recognize October 14-21, 2018 as Peoria Film Week.

Fiscal Analysis:

No fiscal impact

ATTACHMENTS:

Peoria Film Week Proclamation

Contact Name and Number:

Cathy Carlat, (623) 773-7307

Proclamation

WHEREAS, the City of Peoria is a city rich in arts and cultural programs; and

WHEREAS, the award winning Huntington University opened their Digital Media Arts campus in 2017 to educate students in film production, graphic design, animation, and broadcast media; and

WHEREAS, the Peoria Unified School District has made film and media production a core component of their Career and Technical Education program; and

WHEREAS, Peoria's Economic Development Services Department and Office of Communications have created the Peoria Film and Media Production Office to support film production and digital media creation; and

WHEREAS, the Phoenix Film Foundation has chosen Peoria to host the First Annual Peoria Film Fest at Harkins Theatres at P83.

NOW, THEREFORE, I, Cathy Carlat, Mayor of the City of Peoria, Arizona, do hereby proclaim October 14-21, 2018 as

"Peoria Film Week"

to enhance the quality of life in our community, and to support local artists, filmmakers, and content creators that contribute greatly to the City and its residents.

In Witness Whereof, I have set my hand and caused the Seal of the City of Peoria, Arizona to be affixed this 16th day of October, 2018.

Cathy Carlat, Mayor

Attest:

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 3.

Date Prepared: 10/9/2018

Council Meeting Date: 10/16/2018

TO: Council Members

FROM: Mayor Cathy Carlat

SUBJECT: Proclamation Recognizing Hit and Run Awareness

Summary:

On September 11, 2018, Arizona Governor Doug Ducey proclaimed October 2018 as Arizona Hit and Run Awareness Month and called on local governments to join in commemorating the month.

Staff Recommendation:

To acknowledge the severe impact that hit and run drivers create in the lives of those involved in these types of accidents and to increase awareness of hit and run accidents by commemorating Arizona Hit and Run Awareness Month.

ATTACHMENTS:

Arizona Hit and Run Awareness Month Proclamation

Contact Name and Number:

Cathy Carlat, (623) 773-5133

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA

PROCLAMATION

WHEREAS, hit and run accidents occur when at least one person leaves the scene of an accident before stopping to render aid, share appropriate information, or report the accident; and

WHEREAS, hit and run accidents create severe negative impacts in our communities ranging from additional burdens for law enforcement to serious injury or death of those hurt by hit and run drivers; and

WHEREAS, according to data from the Arizona Department of Transportation, in 2017, there were 15,014 hit and run accidents in Arizona that resulted in 65 fatalities and 3,683 injuries; and

WHEREAS, the number of hit and run accidents in Arizona has increased nearly every year since 2010; and

WHEREAS, the surviving family members of those killed by hit and run drivers are left with severe heartbreak as they deal with the loss of a loved one; and

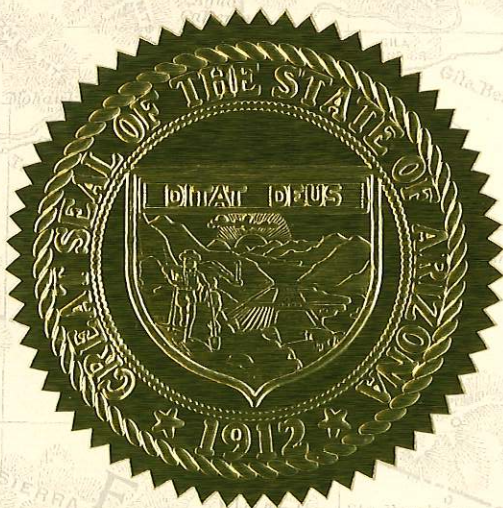
WHEREAS, Arizona laws have been strengthened in recent years – including Joey's Law in 2012 – in an attempt to reduce the number of hit and run accidents and increase the penalty for those who leave the scene of an accident; and

WHEREAS, multiple Arizona state agencies including the Department of Transportation, the Governor's Office of Highway Safety, and the Department of Public Safety work diligently to improve safety on our roads through engineering, education, and enforcement.

NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim October 2018 as

ARIZONA HIT AND RUN AWARENESS MONTH

and call upon Arizonans to acknowledge the severe impact that hit and run drivers create in the lives of those involved in these types of accidents. I further encourage public safety agencies, courts, local governments, media, and related entities to join me in increasing awareness of hit and run accidents by commemorating Arizona Hit and Run Awareness Month.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona

Douglas A. Ducey
GOVERNOR

DONE at the Capitol in Phoenix on this eleventh day of September in the year Two Thousand and Eighteen and of the Independence of the United States of America the Two Hundred and Forty-Third.

ATTEST:

Michelle Reagan
SECRETARY OF STATE

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4C.

Date Prepared: 10/1/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Rhonda Geriminsky, MMC, City Clerk
SUBJECT: Minutes

Purpose:

Discussion and possible action to approve the following minutes:

- September 4, 2018 City Council meeting minutes
- September 12, 2018 City Council meeting minutes
- September 18, 2018 City Council meeting minutes

ATTACHMENTS:

September 4, 2018 Minutes
September 12, 2018 Minutes
September 18, 2018 Minutes

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
September 4, 2018

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

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

Council Youth Liaison: Frank Johnson.

Other Municipal Officials Present: Jeff Tyne, City Manager; Andy Granger, Deputy City Manager; Katie Gregory, Deputy City Manager; Erik Strunk, Deputy City Manager; Vanessa Hickman, City Attorney; Rhonda Geriminsky, City Clerk; Kevin Burke, Public Works Director; Rick Buss, Economic Development Services Director; Chris Hallett, Neighborhood and Human Services Department Director; Chris Jacques, Planning and Community Development Director; Laura Ingegneri, Human Resources Director; Adina Lund, Development and Engineering Director; Benny Pina, Deputy Police Chief; John Sefton, Parks, Recreation, and Community Facilities Director; Jennifer Stein, Office of Communications Director; and Linda Blas, Deputy City Clerk.

Audience: Approximately five members of the public were present.

STUDY SESSION AGENDA

Subject(s) for Discussion Only

1. Proposed Ordinance Prohibiting Texting While Operating a Motor Vehicle

Vanessa Hickman, City Attorney, presented regarding:

- Statistics on texting while driving and distracted driving principles
- Background on texting while driving banned in 47 states
- Overview of proposed Ordinance
 - o Prohibits texting while driving
 - o Exemptions
 - o Penalties
 - Primary civil traffic violation
 - o Outreach and implementation

Discussion ensued regarding:

- Maximum penalty of \$250 as determined by the Court
- Banning the use of electronics completely while driving
- Current distracted driving law (reckless driving)
- Repeat offenders and whether they will be reported to the Department of Motor Vehicles
- Educating the public
- Whether talk-to-text is a distraction and whether there is support to ban electronics completely
- Whether people will follow this law and the City's obligation to educate the public
- Plan for community outreach and implementation

It was the consensus of Council to proceed with having an Ordinance drafted that would prohibit texting while operating a motor vehicle.

2. Follow Up Briefing on City Codes

Jack Stroud, Neighborhood Service Manager, presented regarding:

- 2018 caseload overview
- Code compliance statistics

Jay Davies, Strategic Support Officer, presented regarding:

- Recreational vehicles and utility trailers
- Menu of livability standards
- Inoperable and abandoned vehicles
- Parking on residential property
- Commercial vehicles
- Hobby vehicles
- Illegal auto repair businesses
- Landscaping
- Debris
- Signs
- Non-permitted home rehabilitation

Discussion ensued regarding:

- Length of time allowed for citizens to fix a code violation (7-10 days)
- Code enforcement for residential and commercial properties
- Educating the public and businesses
- Home-based businesses and home rentals
- Renting rooms out of the home
- Success rate for voluntary compliance at 96.6 percent
- Enforcement cases and variety of violations
- Permits for remodels of businesses
- Use of storage containers
- Building code requirements regarding storage containers
- Whether bed-and breakfast establishments will be a good starting point regarding room rentals
- Process for code violations and length of time given to come into compliance
- Parking on gravel alongside a residential property
- Parking on the lawn
- Expectations of the public versus reality
- Whether Code Compliance Officers can enter a resident's backyard
- Public input
- Formation of an Ad Hoc Committee

Mayor Carlat requested an Ad Hoc Committee be formed. Vice Mayor Finn consented to serve as Chair and Councilmember Patena consented to be a member of the committee.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:51 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 7:01 p.m.

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

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

Council Youth Liaisons: Frank Johnson and Leah Gilbertson.

Members Absent: None.

Other Municipal Officials Present: Jeff Tyne, City Manager; Andy Granger, Deputy City Manager; Katie Gregory, Deputy City Manager; Erik Strunk, Deputy City Manager; Vanessa Hickman, City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Sonia Andrews, Finance Director; Kevin Burke, Public Works Director; David Burks, Interim Deputy Water Services Director; Rick Buss, Economic Development Services Director; Chris Hallett, Neighborhood and Human Services Department Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Laura Ingegneri, Human Resources Director; Adina Lund, Development and Engineering Director; Benny Pina, Deputy Police Chief; Bobby Ruiz, Fire Chief; John Sefton, Parks, Recreation, and Community Facilities Director; Jennifer Stein, Office of Communications Director; and Linda Blas, Deputy City Clerk.

Audience: Approximately 75 members of the public were present.

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

Presentation:

3. Certificates of Appointment to Newly Appointed Board and Commission Members Appointed by Resolution at the August 14, 2018 City Council Meeting

Mayor Carlat and Vice Mayor Finn presented Certificates of Appointment to the following Board and Commission members who were appointed by Resolution at the August 14, 2018 City Council meeting:

- Adam Hawkins, Design Review Board
- Jerry Johnson, Parks and Recreation Board
- George Johnson, Personnel Board
- Heath Hirschi, Public Defender Contract Review Committee

Clerk's Note: George Johnson was not present to receive his Certificate of Appointment.

4. National Library Card Month

Nathaniel Washburn, Library and Cultural Services Manager, introduced Diane Jordan, Friends of the Peoria Public Library President.

Ms. Jordan gave a presentation promoting National Library Card Month and the importance and value of having a library card.

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

Mayor Carlat announced that the Consent Agenda included a Public Hearing on a liquor license application for Coops Bar & Grill located at 8455 West Peoria Avenue. There were no requests from those present to address this agenda item.

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

Upon vote, the motion carried unanimously 7 to 0.

5C. **Minutes**

Approved the June 5, 2018 City Council meeting minutes.

6C. **Property Acquisition, Happy Valley Parkway and 100th Lane**

Adopted **RES. 2018-92** authorizing the acceptance of land located south of Happy Valley Parkway at the 100th Lane alignment associated with the Happy Valley Parkway Improvement Project.

7C. **Intergovernmental Agreement, Arizona Game and Fish Commission**

Approved a new four-year Intergovernmental Agreement with the Arizona Game and Fish Commission to maintain Rio Vista and Pioneer Lakes as facilities taking part in the Community Fishing Program.

8C. **Contract Amendment, MGC Contractors Inc., Ventana Well Booster Rehabilitation**

Approved a contract amendment with MGC Contractors, Inc. for a guaranteed maximum price of \$197,742 to complete construction of the Ventana Well Site 2C Rehabilitation Capital Improvement project.

9C. **Grant Acceptance, Multiple Fire Departments and Fire Districts, Regional Grant, Virtual Incident Command Center**

- (a) Accepted a grant from the City of Maricopa through a regional grant application, in the amount of \$59,406, allowing the Fire-Medical Department to participate in command officer training at the Virtual Incident Command Center; and

- (b) Approved a budget amendment in the amount of \$59,406 from the Proposed Grants Contingency account to the Fire Training Local Training account, thus providing expenditure authority.

10C. **Resolution Supporting State Land Annexations**

Adopted **RES. 2018-95** supporting the proposed annexation of specified lands owned by the Arizona State Land Department (ASLD).

11C. **Conveyance of Land Rights, City Hall Complex, Southwest Gas**

Adopted **RES. 2018-96** authorizing the City Manager to execute an easement to Southwest Gas Corporation for the relocation and maintenance of a natural gas pipeline that provides service to the City Hall Complex.

12C. **Maintenance Improvement District No. 1220, 71 Oaks, 71st Avenue and Thunderbird Road**

Approved the Petition for Formation, adopted **RES. 2018-86** Intention and ordering the formation of proposed Maintenance Improvement District No. 1220, 71 Oaks, located at 71st Avenue and Thunderbird Road; and adopted **RES. 2018-87** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

13C. **Maintenance Improvement District No. 1222, Trenton Park, 99th Avenue and Olive Avenue**

Approved the Petition for Formation, adopted **RES. 2018-88** Intention and ordering the formation of proposed Maintenance Improvement District No. 1222, Trenton Park, located at 99th Avenue and Olive Avenue; and adopted **RES. 2018-89** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

14C. **Street Light Improvement District No. 1133, Trenton Park, 99th Avenue and Olive Avenue**

Approved the Petition for Formation, adopted **RES. 2018-90** intention and ordering the formation of proposed Street Light Improvement District No. 1133, Trenton Park, located at 99th Avenue and Olive Avenue; and adopted **RES. 2018-91** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

15C. **Amend Street Light Improvement District No. 73, Fletcher Heights Phase 1A**

Adopted **RES. 2018-97** approving the amendment to the Street Light Improvement District Assessment Diagram No. 73 - Fletcher Heights 1A.

16C. **Abandonment of City Interest, Sewer Line Easement, 83 Marketplace**

Adopted **RES. 2018-98** abandoning the City's interest in a portion of a Sewer Line Easement per the 83 Marketplace Plat as Recorded in Book 1388 Page 5, in the vicinity of 83rd Avenue and Happy Valley Road.

17C. **Easement Agreements and Budget Transfer, Blooming Spire, Lake Pleasant Parkway and Happy Valley Road**

- (a) Adopted **RES. 2018-99** authorizing the City Manager to execute a Public Art Easement Agreement and Public Utility Easement for the Blooming Spire at the northeast corner of Happy Valley Road and Lake Pleasant Parkway; and
- (b) Approved a budget transfer in the amount of \$97,600 from the Percent for the Arts Fund Contingency account to the Percent for the Arts Fund Improvements other than Land/Buildings account, for construction and installation at the site.

18C. **Final Plat, Dollar Self Storage 18, Lake Pleasant Parkway and Pinnacle Peak Road**

Approved a Final Plat of Dollar Self Storage 18, located on Lake Pleasant Parkway and Pinnacle Peak Road, subject to stipulations.

19C. **Final Plat, Wasserstrom Industries, Grand Avenue and Olive Avenue**

Approved a Final Plat of Wasserstrom Industries, located on Grand Avenue and Olive Avenue, subject to stipulations.

20C. **Replat, Avanti Peoria, Lake Pleasant Parkway and Jomax Road**

Approved a Replat of Avanti Peoria, located on Lake Pleasant Parkway and Jomax Road, subject to stipulations.

21C. **PUBLIC HEARING - Liquor License, Coops Bar & Grill, 8455 West Peoria Avenue**

Recommended approval to the State Liquor Board for a Person Transfer for an On-Sale All Liquor License (Series 06) for Coops Bar & Grill, located at 8455 West Peoria Avenue, Jason E. Rappaport, Applicant, LL#20020319.

REGULAR AGENDA

New Business:

22R. Council Confirmation of Police Chief Appointment

Jeff Tyne, City Manager, presented Arthur Miller as the selection for appointment as Police Chief. Mr. Tyne provided background on Mr. Miller's professional experience and qualifications.

Motion was made by Councilmember Edwards, seconded by Mayor Pro Tem Hunt, to confirm the City Manager appointment of Arthur Miller as the new Police Chief for the City of Peoria Police Department, effective September 5, 2018.

Upon vote, the motion carried unanimously 7 to 0.

Municipal Judge George Anagnost officiated the ceremonial swearing of Arthur Miller as the Police Chief for the City of Peoria.

Chief Miller addressed Council declaring his commitment to the community, Police Department staff and their profession.

Chief Miller recognized his family, friends and officers he served with in Los Angeles and South Pasadena who were in attendance to witness the confirmation and swearing-in ceremony.

Mayor Carlat declared a short recess at 7:19 p.m. The meeting was reconvened at 7:33 p.m.

Clerk's Note: Agenda Items 23R and 24R were presented together.

23R. Public Hearing - Minor General Plan Amendment, Avilla Lago, Lake Pleasant Road and Beardsley Road

Chris Jacques, Planning and Community Development Director, presented regarding a request for a minor amendment to the General Plan Land Use Map and a rezoning request for a site located west of the northwest corner of Lake Pleasant Road (99th Avenue) and Beardsley Road.

Information included:

- Site and area context
- Conceptual development plan
- Amenities
- Conceptual residential elevations
- Leasing office and garage elevations
- Entry monument and walls

- General Plan land use and zoning maps
- Land use and rezoning analysis
- Public outreach
- Key findings

Discussion ensued regarding design considerations for the product type.

Public Hearing

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

Brennan Ray, Attorney with Burch and Cracchiolo, P.A., representing the applicant, NexMetro Development, addressed Council regarding the proposed development.

In response to questions from the Council, Mr. Ray reported the applicant is targeting lessees with a higher income base and that Avilla Lago represents a lifestyle choice for future residents with a unique living experience. Mr. Ray noted the proposed development is tailored to mature lessees and should not challenge the capacity of area schools.

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

Council Action:

Motion was made by Councilmember Edwards, seconded by Councilmember Patena, to concur with the Planning and Zoning Commission's recommendation to adopt **RES. 2018-93**, approving an amendment to the General Plan Land Use Map redesignating an 11.09 acre site located near Lake Pleasant Road (99th Avenue) and Beardsley Road from *Low Density Residential* (2-5 du/ac, target of 3.0 du/ac) to *Medium-High Density Residential* (8-15 du/ac, target of 12.0 du/ac).

Upon vote, the motion carried unanimously 7 to 0.

24R. **Public Hearing: Rezoning, Avilla Lago, Lake Pleasant Road and Beardsley Road**

Public Hearing

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

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

Council Action:

Motion was made by Councilmember Edwards, seconded by Councilmember Binsbacher, to concur with the Planning and Zoning Commission's recommendation to adopt **ORD. 2018-29** approving the rezoning of approximately 11.09 acres located west of the northwest corner of Lake Pleasant Road (99th Avenue) and Beardsley Road, from Intermediate Commercial (C-2) to the Avilla Lago Planned Area Development (PAD).

Upon vote, the motion carried unanimously 7 to 0.

25R. **Contract, 103rd Avenue; Northern Avenue to Olive Avenue Street Improvements**

Adina Lund, Development and Engineering Director, provided a brief overview of the request to approve a contract for the construction of street improvements along 103rd Avenue between Northern Avenue and Olive Avenue.

Information included:

- Existing conditions
- Planned improvements
- Construction schedule

Discussion ensued regarding:

- Volume of southbound traffic from Olive Avenue to Northern Avenue
- Construction methodology and schedule
- Traffic impacts

Motion was made by Vice Mayor Finn, seconded by Mayor Pro Tem Hunt, to approve a contract with Nesbitt Contracting Company in the amount of \$3,014,561 to construct the 103rd Avenue; Northern to Olive Avenue Street Improvements.

Upon vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

26. **Reports**

Jeff Tyne, City Manager, introduced Rick Buss as the selection for Economic Development Services Director. Mr. Tyne provided background on Mr. Buss' professional experience and qualifications.

A. **Wellness Program Award**

Mr. Tyne announced that the City of Peoria is the recipient of a Platinum Level Healthy Arizona Worksite award from the Arizona Department of Public Health in recognition of the City's active and comprehensive Wellness Program.

B. **Upcoming City Events Video**

A video presentation showing upcoming City events was displayed.

Reports from City Council:

Council Youth Liaison Johnson congratulated Chief Miller on his appointment. Mr. Johnson reported on his attendance at the Arizona League of Cities and Towns Annual Conference held in Phoenix from August 21 through August 24, 2018. Mr. Johnson thanked the Council for providing him with the opportunity to attend the conference.

Councilmember Patena reported on his attendance at the Arizona League of Cities and Towns Annual Conference, Honoring a Decade of Water Safety with the Michael Phelps Foundation and a ribbon-cutting ceremony for the New River Trailhead at Westbrook Village. Councilmember Patena extended his congratulations to Chief Miller and Rick Buss. Councilmember Patena congratulated the Human Resources Department for receiving an award for the City's Wellness Program.

Councilmember Binsbacher thanked staff for their dedication and service to Peoria's citizens. Councilmember Binsbacher welcomed Chief Miller and Rick Buss. Councilmember Binsbacher expressed her pride in the City's commitment to health and wellness for its employees.

Vice Mayor Finn welcomed Chief Miller and Rick Buss to the City of Peoria.

Councilmember Edwards congratulated Chief Miller and Rick Buss and welcomed them to the City of Peoria. Councilmember Edwards recognized City staff for identifying and rectifying an issue related to two Street Light Improvement Districts. Councilmember Edwards reported on his attendance at the Arizona League of Cities and Towns Annual Conference, Honoring a Decade of Water Safety with the Michael Phelps Foundation and a ribbon-cutting ceremony for the New River Trailhead at Westbrook Village. Councilmember Edwards paid his respects to Senator McCain and attended a viewing at the State Capitol. Councilmember Edwards thanked the American Federation of State, County and Municipal Employees (AFSCME) organization for honoring City employees at an employee appreciation event held at Wet 'n' Wild.

Mayor Pro Tem Hunt welcomed Chief Miller and Rick Buss to the City. Mayor Pro Tem Hunt recognized Mayor Carlat for leading a session on the Council-Manager Form of Government at the Arizona League of Cities and Towns Annual Conference. Mayor Pro Tem Hunt congratulated AFSCME for honoring City employees at an employee

appreciation event held at Wet 'n' Wild. Mayor Pro Tem Hunt urged residents to obtain a library card for all family members. Mayor Pro Tem Hunt thanked the public libraries, school libraries and the Friends of the Peoria Public Library for the programs they provide.

Councilmember Leone reported on the various City of Peoria activities he attended, including the Arizona League of Cities and Towns Annual Conference and the Peoria Firefighters Charities Pink Pancake Breakfast.

Council Youth Liaison Gilbertson welcomed Chief Miller to the City of Peoria. Ms. Gilbertson thanked the Council for providing her with the opportunity to attend the Arizona League of Cities and Towns Annual Conference.

Reports from the Mayor:

Mayor Carlat expressed her gratitude to Jennifer Stein, Office of Communications Director, for organizing the water safety event with the Michael Phelps Foundation and contributing to the City's strong and healthy image.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:28 p.m.

Cathy Carlat, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 4th day of September, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 16th day of October, 2018.

(Seal)

Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
September 12, 2018

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 5:15 p.m.

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

Clerk's Note: Councilmember Binsbacher participated in the Special City Council Meeting by telephone conference call.

Members Absent: None.

Other Municipal Officials Present: Jeff Tyne, City Manager; David Benton; Chief Assistant City Attorney; Rhonda Geriminsky, City Clerk; and Linda Blas, Deputy City Clerk.

Audience: Approximately ten members of the public were present.

REGULAR AGENDA

New Business:

1R. Canvass of August 28, 2018 Primary Elections

Rhonda Geriminsky, City Clerk, provided a brief overview of the request to approve the official Canvass of Election for the August 28, 2018 City of Peoria Primary Election.

Motion was made by Mayor Pro Tem Hunt, seconded by Vice Mayor Finn, to adopt **RES. 2018-100** approving the official Canvass of Election for the Primary Election held on August 28, 2018.

Upon roll call vote, the motion carried unanimously 7 to 0.

Certificates of Nomination were presented to the following candidates advancing to a runoff election for the Office of Councilmember in the Acacia District to be held at the General Election on November 6, 2018.

- Brittany Burbach
- Vicki Hunt

Call To The Public (Non-Agenda Items)

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 5:19 p.m.

Cathy Carlat, Mayor

ATTEST:

Rhonda Geriminsky, City Clerk

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 12th day of September, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 16th day of October, 2018.

(Seal)

Rhonda Geriminsky, City Clerk

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
September 18, 2018

A **Study Session** 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 Michael Finn; Mayor Pro Tem Vicki Hunt; Councilmembers Bridget Binsbacher, Jon Edwards, Carlo Leone and Bill Patena.

Council Youth Liaisons: Frank Johnson and Leah Gilbertson.

Other Municipal Officials Present: Jeff Tyne, City Manager; Andy Granger, Deputy City Manager; Katie Gregory, Deputy City Manager; Erik Strunk, Deputy City Manager; Vanessa Hickman, City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Kevin Burke, Public Works Director; Rick Buss, Economic Development Services Director; Chris Hallett, Neighborhood and Human Services Department Director; Adina Lund, Development and Engineering Director; John Sefton, Parks, Recreation, and Community Facilities Director; David Burks, Interim Water Services Deputy Director; Jennifer Stein, Office of Communications Director; 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.

STUDY SESSION AGENDA

Subject(s) for Discussion Only

1. Peoria Library Strategic Plan Update

John Sefton, Parks, Recreation, and Community Facilities Director, introduced the Peoria Library Strategic Plan update, Nathaniel Washburn, Library Manager, and Anders Dahlgren with Library Planning Associates, Inc. Mr. Sefton showed a brief video clip about why libraries matter.

Nathaniel Washburn, Library Manager, presented regarding:

- 21st century library users
- Facilities
- Fill the Boot with Books program
- Fantastic Friday's program
- Friends of the Library

- Intergovernmental agreement for the Library Assistance program
- Improvements to the main library

Anders Dahlgren with Library Planning Associates, Inc. presented regarding:

- Development of the Library Strategic Plan
 - Data review
 - Tours
 - Library meetings
 - City interviews
 - Community input
 - Town Hall meetings
- Comments from the public
- Current service benchmarks
 - Circulation
 - Visits
 - Program attendance
 - Collection inventory
 - Technology stations
 - Facilities
- Immediate needs of the libraries
- Possible options for expanding service
 - Vending library
 - Micro-branch
 - Small-scale facility in a rental location to test and hone a specific service profile

Mr. Sefton presented regarding the next steps required to further library services in the City of Peoria.

Discussion ensued regarding:

- Ways to improve Peoria's collections
- Expanding electronic resources to compliment printed resources
- Success of vending libraries
- Technological advances for the future
- Makerspaces
- Strategic Plan as part of the Master Plan
- Statistical data theories
- Connections with the community and school district
- Comparison between "Quiet" libraries of the 20th century versus the "Bustle" of the 21st century libraries
- Sunrise Mountain Library programming
- Paloma Park Culture Resource Center with library services
- Resources and funding

2. **Identity Initiative**

Jeff Tyne, City Manager, introduced the Identity Initiative and proposed marketing campaign to align corresponding messaging. Mr. Tyne introduced Jennifer Stein, Office of Communications Director. Ms. Stein introduced Tim Eiden, Marketing and Communications Manager, who presented regarding:

- Data research
 - Marketing behavioral research
 - Benchmark analysis
 - Peoria's distinctions
- Peoria's connection to the Valley
 - Peoria as a North Valley identity
- Stakeholder feedback
 - Power words that evoke a feeling
- Keys to a successful marketing campaign
 - Vision
 - Theme
 - Tagline
 - Imagery
- Implementation plan

A video was displayed depicting imagery to pull together the identity initiative.

Discussion ensued regarding the importance of using power words that evoke emotions, use of a unified theme and the benefits associated with the City having a consistent, successful identity.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:08 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 7:01 p.m.

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

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

Council Youth Liaisons: Frank Johnson and Leah Gilbertson.

Members Absent: None.

Other Municipal Officials Present: Jeff Tyne, City Manager; Andy Granger, Deputy City Manager; Katie Gregory, Deputy City Manager; Erik Strunk, Deputy City Manager; Vanessa Hickman, City Attorney; Rhonda Geriminsky, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Sonia Andrews, Finance Director; Kevin Burke, Public Works Director; Rick Buss, Economic Development Services Director; Chris Hallett, Neighborhood and Human Services Department Director; John Imig, Information Technology Director; Chris Jacques, Planning and Community Development Director; Adina Lund, Development and Engineering Director; Art Miller, Police Chief; Bobby Ruiz, Fire Chief; John Sefton, Parks, Recreation, and Community Facilities Director; David Burks, Interim Water Services Deputy Director; Jennifer Stein, Office of Communications Director; and Natalie Gilstrap, Management Analyst.

Audience: Approximately 35 members of the public were present.

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

Presentation:

3. Youth Advisory Board Year in Review

George Colebrook, Recreation Superintendent, and Youth Advisory Board members Cassidy Gatrost, Leah Gilbertson, Frank Johnson, Liam Beltram, Madelyn Stuckey and Juliette Garcia provided an overview of the annual accomplishments and activities of the Youth Advisory Board. The accomplishments were aligned to the six strategic goals of the Youth Master Plan including:

- Education and Life Preparation
- Safety
- Access
- Community Collaboration
- Civic Engagement
- Out-of-School Enrichment
- 2018-2019 Youth Advisory Board Goals

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.

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

4C. **Minutes**

Approved the August 14, 2018 City Council meeting minutes.

5C. **Intergovernmental Agreement, Arizona State University, Law Enforcement Security Services, Campus Special Events**

Authorized the City Manager to execute an Intergovernmental Agreement with Arizona State University (ASU) to provide law enforcement security services for special events held on ASU campuses.

6C. **Intergovernmental Agreement, Drug Enforcement Administration, Task Force**

- (a) Renewed the Intergovernmental Agreement with the Drug Enforcement Administration (DEA) and assign an officer to the DEA Task Force for a period of not less than two years; and
- (b) Approved a budget amendment in the amount of \$18,344 from the Proposed Grants Contingency account to the Federal DEA IGA Fund account to provide expenditure authority for overtime.

7C. **Intergovernmental Agreement Amendment, Maricopa County HOME Consortium, Use of HOME Investment Partnership Program Grant Funds**

- (a) Approved an amendment to the Federal Fiscal Year 2017 Intergovernmental Agreement with Maricopa County governing the City's annual HOME Investment Partnership Program grant allocation to include the Federal Fiscal Year 2018 allocation; and
- (b) Authorized staff to execute all required documents.

8C. **Development Process Improvement Staffing**

- (a) Approved the change in status of the vacant civil engineer position in the Development and Engineering Department to full-time from part-time; and
- (b) Approved a budget amendment in the amount of \$30,000 from the General Fund Contingency account to the Development Engineering Division Salaries and Wages account to fund the difference in cost.

9C. **Affiliate Event Funding Request for Fiscal Year 2019**

Authorized affiliate event funding requests for Fiscal Year 2019 to cover permitting, marketing, staff and services, and the cost to rent and clean city facilities used for the events.

10C. **Abandonment of City Interest, Water Line Easement, Arrowhead Valley Retirement Community**

Adopted **RES. 2018-101** abandoning the City's interest in a portion of a Water Line Easement per the Arrowhead Valley Retirement Community Final Plat as Recorded in Book 1300 Page 10, in the vicinity of 81st Avenue and Beardsley Road and declaring an emergency.

11C. **Abandonment of City Interest, Water Line Easement, 85th Avenue Self Storage**

Adopted **RES. 2018-102** abandoning the City's interest in a portion of a Water Line Easement per the 85th Avenue Self Storage Final Plat as Recorded in Book 1375 Page 20, in the vicinity of 85th Avenue and Northern Avenue and declaring an emergency.

12C. **Deeds and Easements, Various Locations**

Adopted **RES. 2018-103** accepting Deeds and Easements for various Real Property interests acquired by the City.

13C. **Master Final Plat, Trilogy West Phase 4, Vistancia Boulevard and Lone Mountain Road**

Approved a Master Final Plat of Trilogy West Phase 4, located on Vistancia Boulevard and Lone Mountain Road, subject to stipulations.

14C. **Final Plat, Trilogy West Phase 4 – Parcel C48, Vistancia Boulevard and Lone Mountain Road**

Approved a Final Plat of Trilogy West Phase 4 – Parcel C48, located on Vistancia Boulevard and Lone Mountain Road, subject to stipulations.

15C. **Final Plat, Trilogy West Phase 4 – Parcel C49, Vistancia Boulevard and Lone Mountain Road**

Approved a Final Plat of Trilogy West Phase 4 – Parcel C49, located on Vistancia Boulevard and Lone Mountain Road, subject to stipulations.

16C. **PUBLIC HEARING - Grant, United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant**

- (a) Accepted a grant award from the United States Department of Justice in the amount of \$23,381 to fund the Youth Citizen's Police Academy; and
- (b) Approved a budget adjustment in the amount of \$23,381 from the Proposed Grants Contingency account to the Justice Assistance Grant Award account.

REGULAR AGENDA

New Business:

17R. **PUBLIC HEARING - Rezoning, Harvest Church, Northwest Corner of 83rd Avenue and Northern Avenue**

Chris Jacques, Planning and Community Development Director, presented regarding a request to rezone approximately 5.2 acres of land located north and west of the northwest corner of 83rd Avenue and Northern Avenue from Light Industrial (I-1) to Suburban Ranch (SR-43).

Information included:

- Site and historical context
- Conceptual development plan and building elevations
- Existing General Plan land use and zoning maps
- Public outreach
- Key findings

Public Hearing:

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

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

Council Action:

Motion was made by Mayor Pro Tem Hunt, seconded by Vice Mayor Finn, to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2018-30** approving the rezoning of approximately 5.12 acres located north and west of the northwest corner of 83rd Avenue and Northern Avenue from Light Industrial (I-1) to Suburban Ranch (SR-43).

Upon vote, the motion carried unanimously 7 to 0.

18R. **Public Art, Deer Village Park**

John Sefton, Parks, Recreation, and Community Facilities Director, introduced Marylou Stephens, Arts and Theater Manager.

Ms. Stephens provided an overview of the proposed placement and contract for Peoria's next public art installment.

Information included:

- Site selection process
- Application and art selection process
- Public art review panel
- Arts Commission involvement
- Public engagement
- Finalist recommendation

Discussion ensued regarding the safety, placement and lighting of the art structure.

Motion made by Mayor Pro Tem Hunt, seconded by Councilmember Edwards, to:

- (a) Approve the public art submittal for installation at Deer Village Park of three iconic Barrel Cactus sculptures made of dichroic glass at heights of ten, six and four feet that will be located on the east side of Lake Pleasant Parkway just south of 91st Avenue; and
- (b) Award a contract to the artist in the amount of \$140,000 and approve its installation.

Upon vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

Jerry Johnson congratulated the City of Peoria for being selected as the best place to live in Arizona according to Money Magazine. Peoria was ranked 29th nationwide as the best place to live based on economic growth, affordability and quality of life.

Mr. Johnson also read a letter (attached) addressed to John Sefton, Parks, Recreation, and Community Facilities Director, from Karen Jones, General Manager of the Westbrook Village Association, thanking the City for the work completed on the New River Trailhead at Westbrook Village.

Reports from City Manager:

19. Reports

A. General Plan Update

Chris Jacques, Planning and Community Development Director, provided an update on the General Plan that is currently slated to go to the citizens for vote in 2020.

Mr. Jacques presented on the following modifications:

- Circulation map (GPA18-02)
 - Redefining classifications

- Additions and deletions
 - Renaming and realignment
- Land use map (GPA18-03)
 - Recognition of existing conditions
 - Cleanup of line work
 - Vacant sites or areas planned for refinement
- Land use element and plan administration text changes (GPA18-04)
 - Clarify language
 - Clarify major and minor amendment criteria
- Schedule of the next steps

B. Concussion Awareness Video

John Sefton, Parks, Recreation, and Community Facilities Director, announced that September 21, 2018 was National Concussion Awareness Day and introduced a concussion awareness video produced by the Office of Communication.

Reports from City Council:

Council Youth Liaison Johnson expressed his appreciation for the Study Session agenda items.

Councilmember Patena reported on meetings with the Bureau of Land Management held on September 6, 2018 and Peoria elementary school student Peyton Soderberg on September 7, 2018. Councilmember Patena announced the creation of an Ironwood District Facebook page.

Councilmember Binsbacher congratulated the City of Peoria for being ranked 29th nationally as the best place to live and thanked the Westbrook Village Association for recognizing Peoria's contributions to the New River Trailhead. Councilmember Binsbacher expressed her appreciation to staff for the development of the concussion video.

Vice Mayor Finn congratulated the City of Peoria for being ranked 29th nationally as the best place to live.

Councilmember Edwards reported on the flag ceremony held on September 11, 2018 and the Peoria Fire-Medical Department's relief contributions in the wake of Hurricane Florence.

Mayor Pro Tem Hunt reported on meeting with the Bureau of Land Management and the citizens at the South Peoria Community meeting held at Worship and Word Church. Ms. Hunt congratulated Police Chief Art Miller on his speech at the Chamber Luncheon held on September 12, 2018.

Mayor Pro Tem Hunt concurred with Council Youth Liaison Johnson's comments regarding the Study Session agenda items.

Councilmember Leone thanked the Boy Scouts for attending the City Council meeting. Mr. Leone reported on a recent What's Happening Art Movement (WHAM) sponsored event held at the Harley Davidson dealership.

Council Youth Liaison Gilbertson reported that the Youth Advisory Board is working to put together the next Teen Job Fair.

Reports from the Mayor:

Mayor Carlat thanked the Council Youth Liaisons for their participation in the Youth Advisory Board Year in Review presentation and for their efforts toward implementation of the Youth Master Plan.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 8:02 p.m.

Cathy Carlat, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 18th day of September, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 16th day of October, 2018.

(Seal)

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C.

Date Prepared: 10/3/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

FROM: Chris M. Jacques, AICP, Planning Director

SUBJECT: Rezoning, Springdale Center at Trianna Park, 88th Avenue and Thunderbird Road

Purpose:

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2018-31** approving the Major Planned Area Development (PAD) Amendment to the Trianna Park PAD, generally located south of the southwest corner of Thunderbird Road and 88th Avenue.

Summary:

Introduction

The applicant, Architecture All & Associates on behalf of the property owner Dr. Satinder Purewal, is requesting to amend the allowable uses for Parcel 6 within the Trianna Park Planned Area Development (PAD) zoning district. The PAD is generally located south of the southwest corner of Thunderbird Road and 88th Avenue. The 48-acre PAD is bounded by the New River to the west and south and the Loop 101 freeway to the east. Parcel 6 ("Site") is located at the extreme southern end of the PAD along 88th Avenue and is approximately 12.4 gross acres in size.

The zoning for Trianna Park was approved on June 6, 2006, and is a mixed-use development allowing several different uses, such as multi-family (Parcels 1 and 3), retail (Parcel 2), hotel (Parcel 4), office (Parcel 5), attached single-family and senior housing (Parcel 6). See Exhibit 3 within the attached Planning & Zoning Commission Staff Report for a map depicting the various parcels. Currently, only the multi-family portions of Trianna Park have been completed.

The request seeks to amend the allowable uses for Parcel 6 within the existing Trianna Park Planned Area Development Standards and Guidelines Report. Currently Parcel 6 allows for attached single-family residential and senior living housing. The amendment would split-up Parcel 6 to allow a behavioral health facility, dementia facility, senior living housing, and medical offices on the northern portion (Parcel 6-A) and a behavioral health facility on the southern portion (Parcel 6-B). Additionally, attached single-family would be removed as a permitted use on this parcel.

A Site Plan application has been submitted separately from this application, and identifies that applicant is seeking to develop a 43,181 square foot behavioral health facility known as Springdale Center on Parcel 6-B. The primary function of this facility is to treat individuals on a voluntary basis who require medical attention for mental, behavioral, and stress related health concerns such as depression, anxiety, etc. Substance abuse related therapy (or “detox”) will be offered, but on a smaller scale and will remain secondary to the primary use. This facility will have 108 beds total and will not treat any type of violent or aggressive behavior; thus, lockdown rooms are not required or necessary. For more information regarding typical operating procedures, please reference the attached Planning and Zoning Commission Report.

The subject property does not directly abut single-family developments, and the proposed uses provide an appropriate transition to the existing apartments to the north and the future office condominiums to the northeast. In addition to the use modifications, height restrictions are proposed to mitigate and buffer the existing multi-family development from future uses on Parcel 6-A.

Trianna Park is accessed directly from Thunderbird Road via two points of access along 88th Avenue and Rio Vista Boulevard. The intersection at Thunderbird Road and Rio Vista Boulevard provides full access and is signalized. The intersection at Thunderbird Road and 88th Avenue is not signalized and only allows right-in, right-out, and left-in turns. An extension of the left turn stacking lane on Thunderbird Rd for access onto 88th Ave will be required with the development of this facility. Street improvements along 88th Ave throughout Trianna Park have been completed.

The application was properly noticed and a neighborhood meeting was held with no attendees from the community present. The City has not received any correspondence in opposition or support of this case.

Previous Actions/Background:

- On September 20, 2018, the Planning & Zoning Commission held a public hearing on this case. The commission voted unanimously, recommending approval of this request. There were no speakers in support or opposition to the proposal.

Options:

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

Staff Recommendation:

APPROVE as recommended by the Planning & Zoning Commission.

Fiscal Analysis:

The request is not expected to have any immediate fiscal impact to the City.

ATTACHMENTS:

Exhibit 1 - Vicinity Map

Exhibit 2 - Planning & Zoning Commission Packet

Exhibit 3 - Draft Ordinance

Contact Name and Number:

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

Jennifer Fostino, Planner, (623) 773-7565

Z05-07A.5 Springdale Center at Triana Park

South of the southwest corner of Thunderbird Road and 88th Avenue



SPRINGDALE CENTER AT TRIANNA PARK Z05-07A.5

Date September 20, 2018

To Planning and Zoning Commission

From Jennifer Fostino
Planner

Subject **Springdale Center at Trianna Park**
Proposed Major Amendment to the Trianna Park PAD adjusting the allowable uses for Parcel 6, located south of the southwest corner of Thunderbird Rd and 88th Ave.

REQUEST

The applicant is proposing to amend the allowable uses for Parcel 6 within the existing Trianna Park Planned Area Development Standards and Guidelines Report. Currently Parcel 6 allows for attached single-family residential and senior living housing. The amendment would split-up Parcel 6 to allow a behavioral health facility, dementia facility, senior living housing, and medical offices on the northern portion (Parcel 6-A) and a behavioral health facility on the southern portion (Parcel 6-B).

APPLICATION INFORMATION

Case Numbers Major Planned Area Development Amendment Application (Z05-07A.5)

Applicant Architecture All & Associates on behalf of Dr. Satinder Purewal

Request Amend the allowable uses for Parcel 6 within the existing Trianna Park Planned Area Development Standards and Guidelines Report.

LOCATION AND CONTEXT

SUBJECT SITE

South of the southwest corner of Thunderbird Rd and 88th Ave, as shown in Exhibit 2.

CONTEXT

Trianna Park is located south of Thunderbird Road and the Rio Vista Boulevard and 88th Avenue intersections. Parcel 6 of Trianna Park is located at the southern end of the development as shown in Exhibit 3. Multiple apartment complexes are located north of the subject property. Vacant land adjacent to Loop 101 is located to the east and immediately to the south. To the south and west lies the New River Wash.

APPLICANT'S PROPOSAL

Dr. Satinder Purewal is proposing to amend the allowable uses for Parcel 6 within the existing Trianna Park Planned Area Development Standards and Guidelines Report. Currently Parcel 6 allows for attached single-family residential and senior living housing. The amendment would split Parcel 6 into two subareas to allow a "behavioral health facility, dementia facility, senior living housing, and medical offices on the northern portion" (Parcel 6-A) and a "behavioral health

facility” on the southern portion (Parcel 6-B). A Site Plan application has been submitted separately from this application, and identifies that applicant is seeking to develop a 43,181 square foot behavioral health facility known as Springdale Center on Parcel 6-B (Exhibit 6).

A description of the type of behavioral health facility, along with information regarding operational aspects of the proposed center are discussed in more detail within the Staff Analysis section below.

DEVELOPMENT INFORMATION

<u>Existing Use</u>	Vacant / Undeveloped
<u>Proposed Use</u>	Parcel 6-A: Proposed Behavioral Health Facility, Dementia Facility, Senior Living Housing, Medical Offices Parcel 6-B: Proposed Behavioral Health Facility, Senior Living Housing
<u>Property Size</u>	Gross: 12.42 acres Net: 11.03 acres
<u>Maximum Number of Units Allowed</u>	860 units (For the entire PAD)
<u>Proposed Number of Units</u>	860 units (For the entire PAD)
<u>Building Height</u>	Allowed: 48 feet (ft) Proposed: 48-ft, exception as noted below. <i>(Maximum 30-ft within 30-ft of any residential district. Height may increase by 1-ft per each 3-ft of additional setback to a maximum of 48-ft.)</i>

STAFF ANALYSIS

HISTORY

The subject property was annexed into the City of Peoria in 1977 with Ordinance Number 77-48. The zoning for Trianna Park was approved on June 6, 2006 with Ordinance Number 06-14.

Trianna Park is a mixed-use development allowing several different uses, such as multi-family, retail, hotel, office, attached single-family, and senior housing. Currently, only the multi-family portions of Trianna Park have been built, which consist of Parcels 1 and 3. To date, four (4) minor PAD Amendments to the Trianna Park Standards and Guidelines Report concerning the multi-family developments have been approved.

CURRENT ALLOWABLE USES AND DEVELOPMENT STANDARDS

Parcel 6 is currently designated within the PAD for either attached single-family residential or senior housing. Below are the approved development standards for each use:

Table 1: Existing Parcel 6 – Single-Family Attached Development Standards

Development Standards	Requirement
Maximum Lot Coverage by all structures (%)	60%
Minimum Lot Width (feet)	30 feet
Maximum Density (du/ac)	Single-Family Attached Housing: 10 du/ac
Maximum Principal Building Height (feet)	30 feet
Minimum Building Setbacks	
Internal Y-shaped boulevard (Setback from principal building – Trianna Parkway and Rio Vista Blvd)	10-feet from property line
Building Setbacks along New Rive corridor	0-feet from property line
Front from Garage	18 feet
Front from Principal Building Separation	10 feet
Rear	15 feet
Rear from Patio	10 feet
Corner Side	5 feet

Table 2: Parcel 6 – Senior Living Housing Development Standards

Development Standards	Requirement
Maximum Lot Coverage by all structures (%)	50%
Minimum Lot Width (feet)	No Minimum Requirement
Maximum Density (du/ac)	860 units (67du/ac)
Maximum Principal Building Height (ft)	48-feet
Minimum Building Setbacks	
Internal Y-shaped boulevard (Setback from principal building Trianna Parkway and Rio Vista Blvd)	10 feet from property line
Building Setbacks along New Rive corridor	0 feet from property line
Principal Building Separation	15 feet
Rear	15 feet
Corner Side	15 feet

PROPOSED USES AND DEVELOPMENT STANDARDS

The proposed changes to the approved Trianna Park Standards and Guidelines Report include the following (Exhibit 7):

- Attached single-family will no longer be a permitted use within Trianna Park; therefore, all references within the Standards and Guidelines Report have been changed to reflect the proposed uses;
- Parcel 6 will be split into two areas labeled as 6-A and 6-B respectively;
- Parcel 6-A will allow the following uses:
 - Behavioral Health Facility
 - Dementia Facility
 - Senior Living Housing
 - Medical Offices
- Parcel 6-B will allow the following uses:
 - Behavioral Health Facility
 - Senior Living Housing
- The development standards for the attached single-family use have been removed and the senior living housing development standards have changed to reflect all permitted uses within 6-A and 6-B, as shown below in Table 3:

Table 3: Parcel 6-A & Parcel 6-B Development Standards

Development Standards	Requirement
Maximum Lot Coverage by all structures (%)	50%
Minimum Lot width (feet)	No Minimum Requirement
Maximum Density (du/ac)	Behavioral Health & Dementia Facilities 860 units (67 du/ac)
Maximum Principal Building Height (feet)	48 feet ^(a)
Minimum Building Setbacks	
Internal Y-shaped boulevard (Setback Principal Building - Trianna Parkway and Rio Vista Blvd)	10-feet from property line
Building Setbacks along New River corridor	0-feet from property line
Principal building Separation	15-feet
Rear	15-feet
Corner Side	15-feet

Note (a): Building Height: Maximum thirty (30) feet high within thirty (30) feet of any residential district. The height may be increased by one foot per each three feet of additional setback to a maximum of forty-eight (48) feet.

- A brief description for a behavioral health facility has been included as noted herein:
In general, a behavioral health facility is a 24-hour short-term stay facility that focuses on intellectual or emotional behavior difficulties, inherited naturally or due to environment. Through diagnostic procedures and personal counseling, the doctors and staff assesses and evaluates each client's strengths and individual needs. Thus, developing an integrated and holistic treatment plan incorporating psychiatric, medical, various non-medication therapeutic practices and on occasion substance abuse related therapy due to aggregate clientele needs.

The facility structure itself would be designed with wings consisting of overnight bedrooms and nursing station. The client would be placed in the wing that would best suit their specific needs and treatment strategies as determined by their planned individual and group activity sessions. This is a voluntary facility that does not focus on any type of violent or aggressive behavior. The clientele would range from 12 years of age and older who would on average stay for 5-10 days in total.

- A brief description for a dementia facility has been included as noted herein:
A dementia facility is in general a 24-hour long-term stay facility focusing on senior care. This type of facility is similar to general senior living and assisted care with a larger specific focus on seniors with dementia and a variety of conditions caused by Alzheimer's disease. The facility structure itself would be designed as a typical assisted care center; including bedrooms, staff areas and common spaces. This is a voluntary facility whose clientele would typically range from 65 years of age and older and live at the center on a long-term bases.
- A provision has been included to allow loading areas and trash enclosures the ability to face the freeway. Additional landscaping is required to help screen these areas from view of the Loop 101.

BEHAVIORAL HEALTH FACILITY BUSINESS OPERATIONS

As stated in the applicant's Project Narrative (Exhibit 8), the behavioral health facility known as Springdale Center will be managed by the property owner Dr. Satinder Purewal. The proposed building will be approximately 43,000 square feet and is located on Parcel 6-B. As currently designed, the facility will be one-story in height, with a two-story administrative/main entrance area. The proposed maximum building height is 30 feet. There will be four individual (4) wings: 24 beds in wings one (1) and two (2), and 30 beds in wings three (3) and four (4), for a total of 108 beds. This results in 108 patients when the facility is operating at full capacity. Two (2) atriums are proposed to allow patients outside, and the hours of outdoor activity are limited to during daylight hours. These areas are gated and secure to ensure patients cannot leave the premises.

The primary function of this facility is to treat individuals on a voluntary basis who require medical attention for mental, behavioral, and stress related health concerns such as depression, anxiety, etc. Substance abuse related therapy (or "detox") will be offered, but on a smaller scale

and will remain secondary to the primary use. This facility will not treat any type of violent or aggressive behavior; thus, lockdown rooms are not required or necessary.

TYPICAL OPERATING PROCEDURES (Exhibit 8)

- Hours of Operation Administrative from 8am - 5pm
 Inpatient 24-hours

- Check-In Patients drive themselves or family/friends, nonemergency ambulance (no lights or sirens), or a taxi service drop patients off between 8am-5pm at the main lobby entrance located by the 88th Avenue roundabout.

- Check-Out Patients are escorted by staff members from the main lobby or side exits to either their personal vehicle, family/friends vehicle, or pre-arranged taxi service typically between 8am-5pm, although special arrangements can be made for after-hour pickups.

- Inpatient Stay Minimum – One (1) overnight stay
 Average – Five (5) to ten (10) days

- Outpatient Services Partial Outpatient Structured Therapy Program – Five (5) days a week, five (5) to six (6) hours per day, between the hours of 8am-7pm.

 Intensive Outpatient Structured Therapy Program – Three (3) days a week, nine (9) to fifteen (15) hours a week total, between the hours 8am-7pm.

FACILITY AMENITIES

Parcel 6-A currently has a sidewalk along the northern border of the property that connects 88th Avenue to the New River Trail. Parcel 6-B will be required to provide a pedestrian access to the trail per the conditions of approval. In accordance with the Trianna Park Standards and Guidelines Report, enhanced landscaping is required along the New River Wash corridor.

COMPATIBILITY

The proposed uses are medical in nature and further diversify the mixed-use concept of Trianna Park complex. The subject property does not directly abut single-family developments, and the proposed uses provide an appropriate transition to the existing apartments to the north and the future office condominiums to the northeast. In addition to the use modifications, height restrictions are proposed to mitigate and buffer the existing multi-family development from future uses on Parcel 6-A.

TRAFFIC

Trianna Park is accessed directly from Thunderbird Road via two points of access along 88th Avenue and Rio Vista Boulevard. The intersection at Thunderbird Road and Rio Vista Boulevard provides full access and is signalized. The intersection at Thunderbird Rd and 88th Ave is not signalized and only allows right-in, right-out, and left-in turns. An extension of the left turn stacking lane on Thunderbird Rd for access onto 88th Ave will be required with the development of this facility. Street improvements along 88th Ave throughout Trianna Park have been completed.

WATER/SEWER

Water and sewer facilities exist adjacent to the site and have available capacity to serve the property.

PUBLIC SAFETY

There are no anticipated impacts to public safety as a result of this proposal.

COMMUNITY INVOLVEMENT

Public Noticing

The application was properly noticed pursuant to Section 21-315 of the Peoria Zoning Ordinance, which includes notification to all property owners within 600 feet of the site and registered HOAs within one (1) mile, posting of a sign on the site, and placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

Outreach Requirements

As a requirement of the rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting (Exhibit 9).

The applicant notified all property owners within a 600-foot radius of the site and all registered Homeowners' Associations within one (1) mile for the required neighborhood meeting. The meeting was held on August 7, 2018 at 5:30 p.m. at a restaurant located near the Loop 101 and Bell Road.

There were six (6) members of the public in attendance at the meeting, in addition to the development team for the project, and city staff. The applicant presented the details of the proposed project to the attendees. There were common questions and concerns expressed at the neighborhood meeting which are summarized within the enclosed Citizen Participation Plan.

Support / Opposition

At the time of this writing, Staff has not received any correspondence in opposition or support of this case.

KEY FINDINGS

1. The proposed changes to the Trianna Park Standards and Guidelines Report are in conformance with the goals and objectives set forth in the Peoria General Plan;
2. The proposed uses further diversify the project and are compatible with the existing and future uses within the Trianna Park development; and
3. The applicant/owner has submitted a signed and notarized a Proposition 207 waiver, which will be recorded with the conditions outlined below.

PROPOSITION 207

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.

RECOMMENDATION

Staff recommends that the Planning and Zoning Commission take the following action:

- 1) Recommend approval of Case Z05-07A.5 to the City Council, per the attached conditions of approval (Exhibit 1).

STAFF CONTACT

Jennifer Fostino
Planner
623-773-7565
jennifer.fostino@peoriaaz.gov

Z05-07A.5 Springdale Center at Trianna Park

South of the southwest corner of Thunderbird Road and 88th Avenue



The amendment to the zoning district(s) for the above mentioned property is subject to the following Conditions of Approval in order to protect the public health, safety and welfare of the City of Peoria:

1. The Development shall substantially conform to the Trianna Park PAD Standards and Guidelines Report (Exhibit 7) as contained in the staff report to the Planning and Zoning Commission for September 20, 2018.
2. The behavioral health facility and dementia facility uses shall substantially conform to the Project Narrative (Exhibit 5).
3. The behavioral health facility and dementia facility uses shall obtain all necessary permits and approvals as required by the City of Peoria Building Department, the City of Peoria Fire Department, and the Arizona Department of Health Services.
4. The development of Parcel 6-B shall include a pedestrian access to the New River Trail.
5. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z05-07 (Trianna Park PAD) or any successive amendment. Those conditions shall remain in force for the PAD.
6. A Final Traffic Impact Study/Analysis shall be submitted and reviewed in conjunction with the Site Plan Review application and ultimately approved prior to the issuance of civil improvement plans.
7. The left turning lane on Thunderbird Road onto 88th Avenue shall be extended as approved through the Final Traffic Impact Study/Analysis.
8. The Developer shall comply with all City of Peoria Engineering Design Standards, policies, and requirements at the time of development and civil improvement plan submittal.

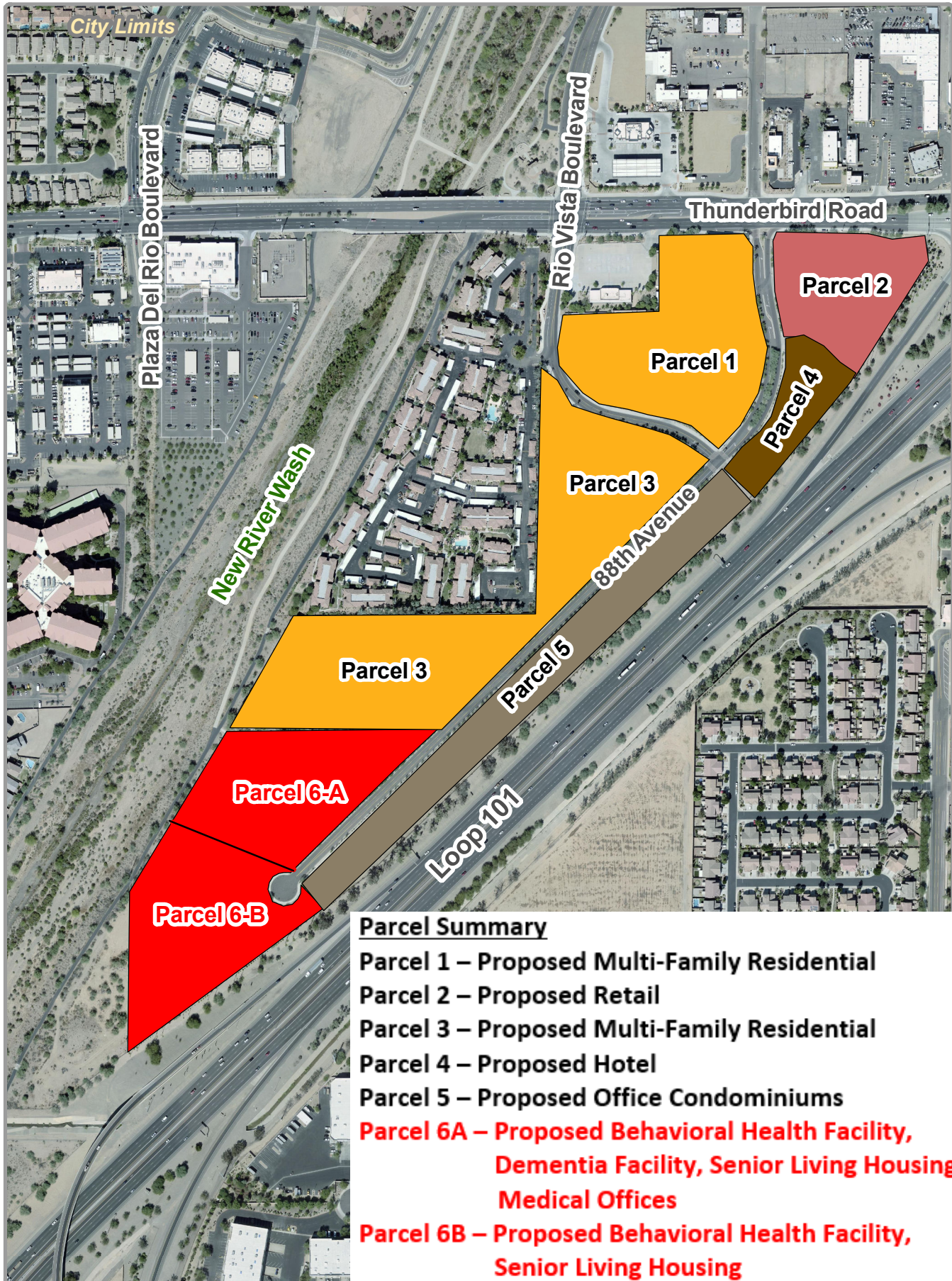
Z05-07A.5 Springdale Center at Triana Park

South of the southwest corner of Thunderbird Road and 88th Avenue



Z05-07A.5 Springdale Center at Triana Park

South of the southwest corner of Thunderbird Road and 88th Avenue



Parcel Summary

Parcel 1 – Proposed Multi-Family Residential

Parcel 2 – Proposed Retail

Parcel 3 – Proposed Multi-Family Residential

Parcel 4 – Proposed Hotel

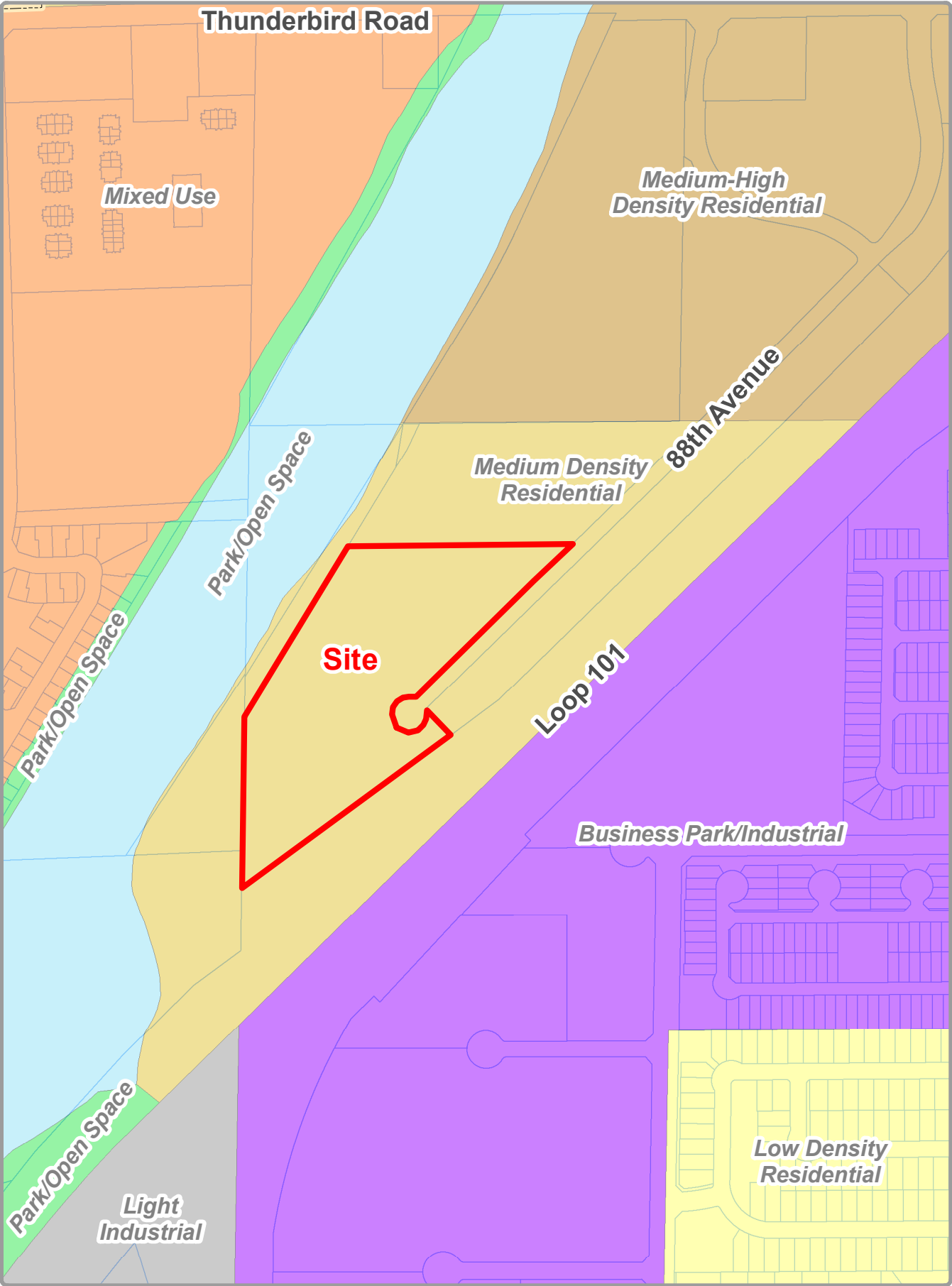
Parcel 5 – Proposed Office Condominiums

**Parcel 6A – Proposed Behavioral Health Facility,
Dementia Facility, Senior Living Housing,
Medical Offices**

**Parcel 6B – Proposed Behavioral Health Facility,
Senior Living Housing**

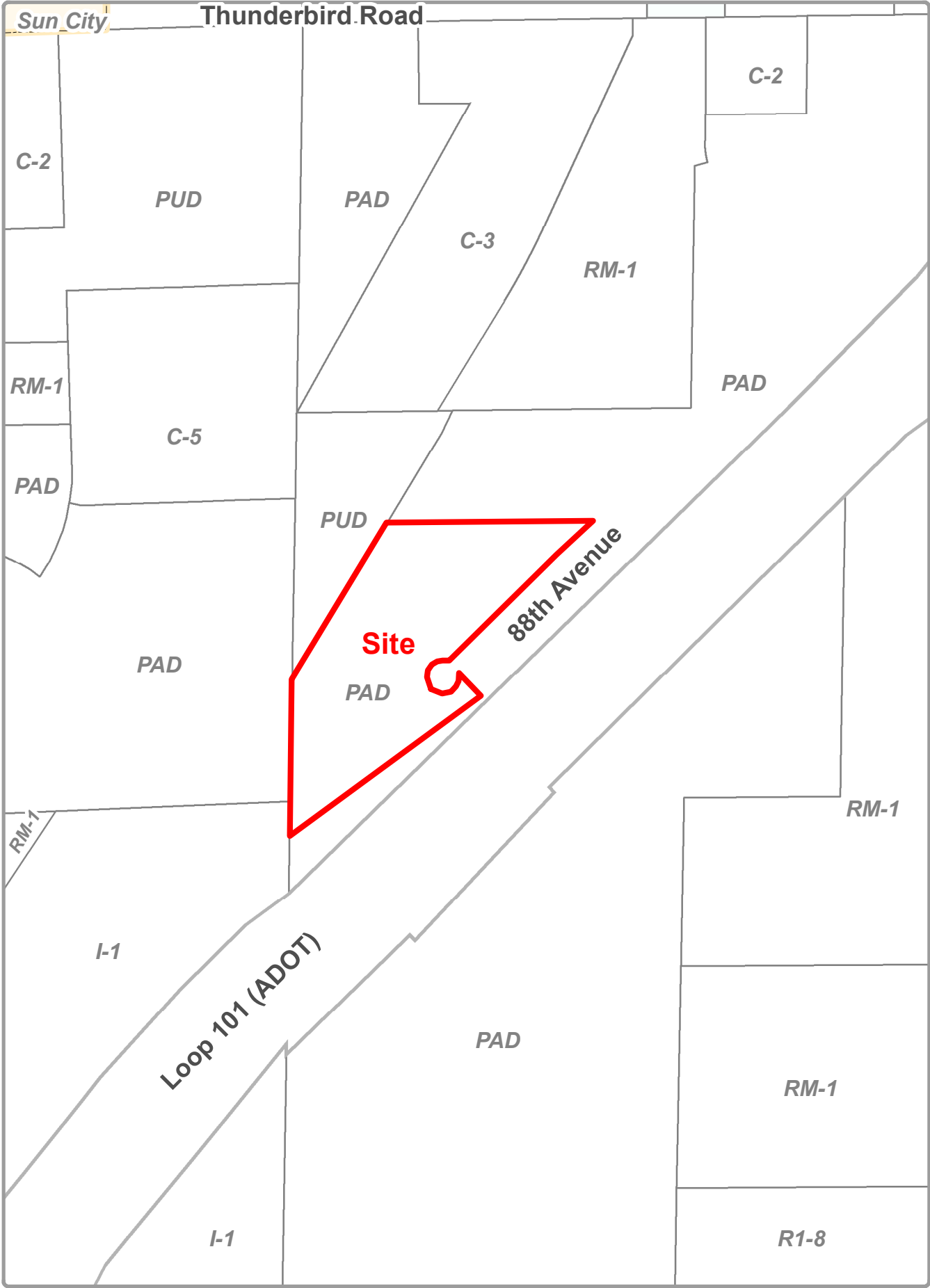
Z05-07A.5 Springdale Center at Triana Park

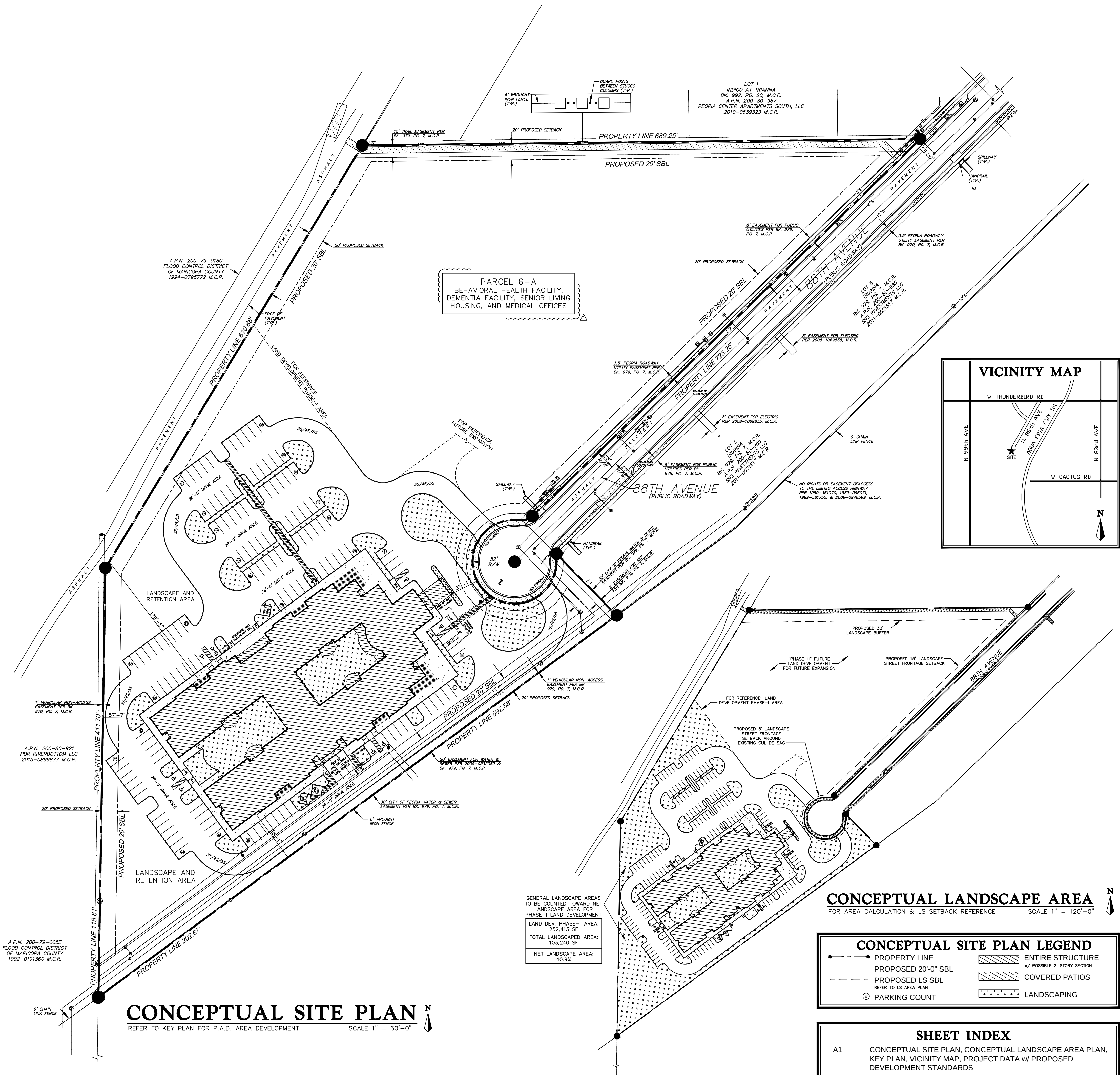
South of the southwest corner of Thunderbird Road and 88th Avenue



Z05-07A.5 Springdale Center at Triana Park

South of the southwest corner of Thunderbird Road and 88th Avenue





PROJECT DATA

GENERAL
PROJECT ADDRESS: SPRINGDALE CENTER
AT: TRIANNA PARK
MASTER PLANNED COMMUNITY
SNS INVESTMENTS LLC
6677 W THUNDERBIRD RD
STE # 1164 GLENDALE, AZ 85306
MR. SAM GILL
PH: 1-661-803-6307
PAD
BEHAVIORAL HEALTH FACILITY

IN CARE OF:
ZONING:
PROPERTY USE:
LEGAL DESCRIPTION
APR: 200-80-986
S/T/R: 15 3N 1E

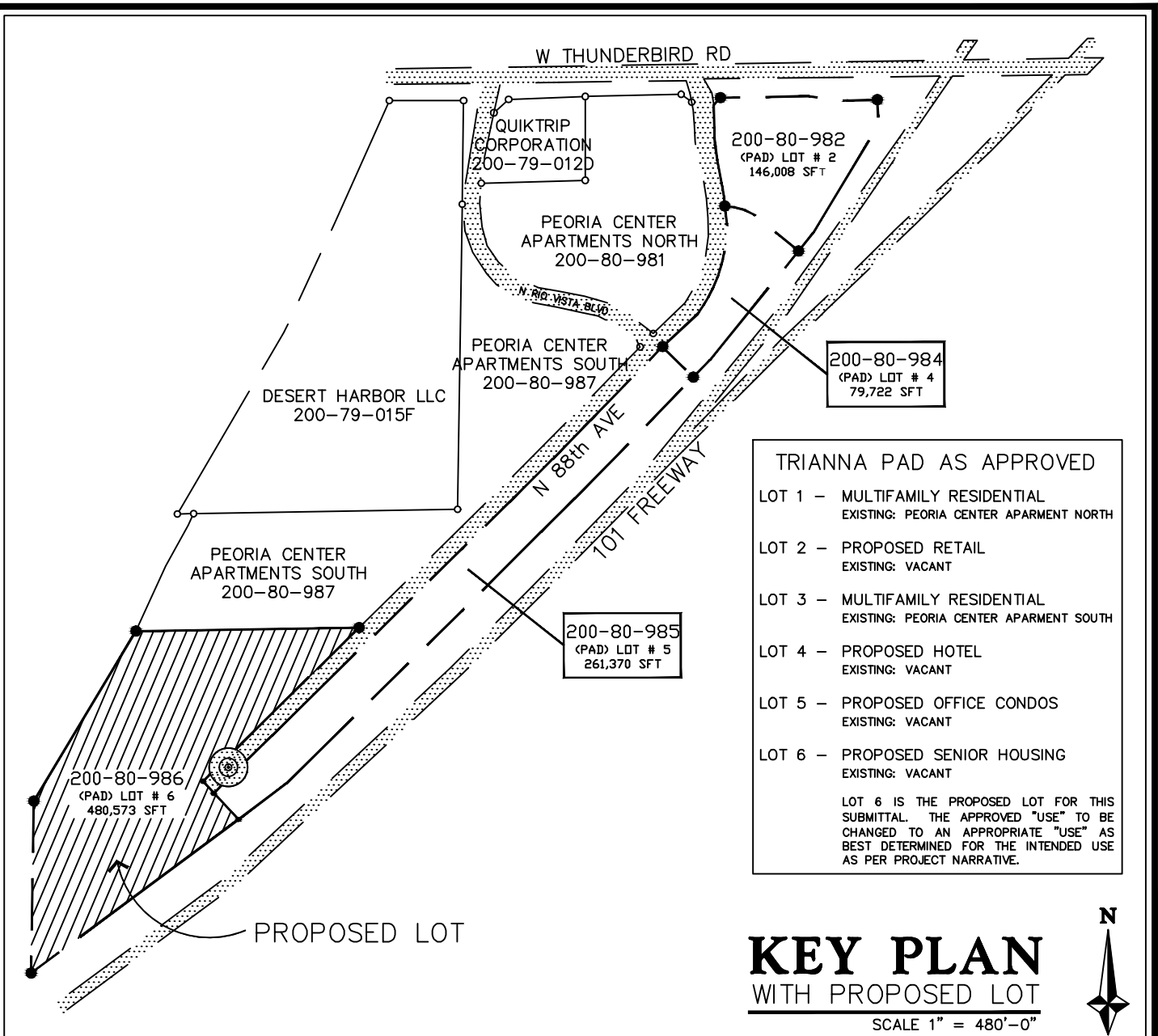
AREA CALCULATIONS
LOT AREA GROSS: 480,474 SF (11.03 ACRES)
LAND DEVELOPMENT AREA: 252,413 SF (PHASE - I)
228,061 SF (FUTURE EXPANSION)
PHASE-I LOBBY/OFFICE: 6,020 SF (APPROX)
PHASE-I BEDS/GYM/DINING: 37,161 SF (APPROX)
TOTAL UNDER ROOF: 43,181 SF (APPROX)
LOT COVERAGE: 43,181 / 252,413 = 17.1% (APPROX PHASE-I DEV)

DEVELOPMENT STANDARDS FOR PAD
BASED ON GENERAL C-4 ZONING WHICH ALLOWS FOR GROUP CARE FACILITY, NURSING OR CONVALESCENT HOMES, SUBSTANCE ABUSE DETOXIFICATION AND TREATMENT CENTERS. THE PROPERTY USE OF THIS PROJECT MOST CLOSELY RESEMBLES THE ABOVE MENTIONED USES AND THE CONCEPTUAL DESIGN IS TO MIMIC GENERAL C-4 ZONING STANDARDS AS DESCRIBED BELOW:

	C-4 (REFERENCE TO COMPARE))	PAD (PROPOSED THIS PROJECT)
LOT SIZE:	N/R	N/R
FRONT SETBACK:	15'-0"	20'-0"
REAR SETBACK:	20'-0"	20'-0"
SIDE SETBACK:	N/R	20'-0"
MAX BLDG HEIGHT:	48'-0"	48'-0"
LANDSCAPE % NET AREA:	20%	20%
1 TREE/ 5 SHRUBS PER:	400 SF	400 SF
LS STREET FRONTAGE:	15'-0"	5'-0" TO 15'-0"
LANDSCAPE BUFFER:	30'-0"	30'-0" (ADJACENT PAD)
3 TREES/ 5 SHRUBS PER:	1,000 SF	1,000 SF
VEGETATIVE GROUNDCOVER:	20%	20%
INERT GROUNDCOVER:	100%	100%

LANDSCAPE NOTE: PROPOSED 20% NET LANDSCAPING AREA TO MEET EXISTING LANDSCAPING REQUIREMENTS. 15'-0" PROPOSED STREET FRONTAGE LANDSCAPE REQUIREMENT TO BE ADJACENT TO 88TH AVE FOR THE ENTIRE LENGTH OF PROPERTY WITH EXCEPTION TO NEW FUTURE DRIVEWAYS DURING PHASE-II LAND DEVELOPMENT EXPANSION. DUE TO EXISTING CUL DE SAC ENCRoACHING INTO PROPERTY, ONLY 5'-0" PROPOSED LANDSCAPE REQUIREMENT AROUND EXISTING CEL DE SAC WITH EXCEPTION TO NEW DRIVEWAYS. PROPOSED 30'-0" LANDSCAPE BUFFER BETWEEN THIS PROPERTY AND ADJACENT MULTIFAMILY (PEORIA CENTER APARTMENTS SOUTH - APN# 200-80-987). NO OTHER PROPOSED LANDSCAPE REQUIREMENTS ARE PROPOSED.

PARKING CALCULATIONS
OFFICE AREA (APPROX 4,920 SF)
1 SPACE PER 200 SF= 25 SPACES
TOTAL REQUIRED: 25 SPACES
TOTAL PROVIDED: 150 SPACES (INC 8 ADA)



SPRINGDALE CENTER

PARCEL # 200-80-986
TRIANNA SUBDIVISION - LOT #6

ARCHITECTURE ALL & ASSOCIATES, INC.
1211 WEST CANARY WAY - CHANDLER - AZ. - 85286
MOBILE- (602) 620-1169 E MAIL: ILUBA000@GMAIL.COM

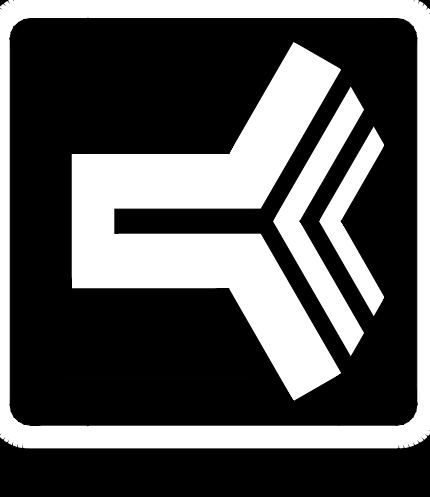
ALL DRAWINGS AND MATERIAL APPEARING HEREIN CONSTITUTE THE SOLE AND EXCLUSIVE PROPERTY OF ARCHITECTURE ALL & ASSOCIATES, INC. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ARCHITECTURE ALL & ASSOCIATES, INC.

DRAWN BY: SAS JOB#
CHECKED BY: ASD DATE

8.15.2018 FOR PAD, REZONING, 2ND SUBMITTAL

SHEET
A-1

OF
2



TRIANNA PARK
Master Planned Community
Planned Area Development Standards and Guidelines

Z05-07A.4
April 28, 2010

Z05-07A.5
September 2018

Development Team

Property Owner/Developer:

Gray Development Group

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Phoenix, Arizona 85016
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bkearney@graydevelopment.com
Office: (602) 954-0109

Attorney:

Earl, Curley & Lagarde P.C.

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mcurley@ecllaw.com
kkowalsky@ecllaw.com
Office: (602) 265-0094

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Introduction

This is a request to rezone approximately 48-gross acres from PUD (Planned Unit Development with underlying C-2 Intermediate Commercial and PI-1 Planned Light Industrial) to PAD (Planned Area Development) for a master planned mixed-use development. *Trianna Park* is a proposed mixed-use master planned development by Gray Development Group ("GDG") containing approximately 48-gross acres which will consist of several land uses generally consisting of multi-family residential apartments, retail shops, a hotel, office condominiums, medical offices, behavioral health facility or senior living housing.

Trianna Park will be located on the prominent 48-acre "island" completely encircled on the south and east by Loop 101, on the north by Thunderbird Road, and on the west by the New River corridor and the existing Broadstone Apartments. The PAD application for Trianna Park anticipates a range of potential square footages for each use to enable the project to respond to market conditions and the evolving needs of the community. It is anticipated that Trianna Park will be gradually built out over an estimated period of up to five years.

Trianna Park will be a pedestrian friendly, mixed-use community that integrates housing, retail, office, hotel and recreational uses in a way that sustains Peoria's quality of life while offering responsible, long-term economic development benefits.

Gray Development Group is the master developer and will develop the multi-family parcels within the Trianna Master Planned Community. Gray Development Group is one of the most prominent and most successful multi-family housing companies in Arizona. Gray Development Group focuses exclusively on large, urban infill product in order to offer a smart alternative to urban sprawl. Gray Development Group has been nationally and regionally recognized for the high caliber of its multi-family communities, garnering awards for its outstanding design, development and management of high-quality infill residential communities.

Legal Description

The property is generally bounded by Thunderbird Road on the north, the Loop 101 on the south and east, and the New River corridor to the west.

Legal Description: *Section 15, Township 3 North, Range 1 East*. The full Legal Description of the subject site is attached as Attachment B.

Consistency with General Plan

A companion Specific Area Plan application was filed to reclassify the General Plan land use classification designation from Residential, Medium-High (8.0-15.0 du/ac) to a

Specific Area Plan to allow: Residential, High (15.0+ du/ac), Office, and Neighborhood Commercial land uses as part of a mixed use development. The companion Specific Area amendment is considered a Minor Amendment to the General Plan since it does not meet any of the six criteria for a Major Amendment as listed under Section 2.c of the General Plan. The Specific Area Plan Land Uses reflects the proposed request for the property area between the Agua Fria Freeway ("Loop 101"), the existing QuikTrip gas station and convenient store, Broadstone Apartments, the New River corridor, and Thunderbird Road (see Attachment C).

The Land Use Element of the General Plan includes Goals, Objectives and Policies that encourage the type of development requested in this PAD application, such as:

Objective 2.1.A: Manage and control development to facilitate orderly growth and efficient urban form.

"The proposed PAD will develop multi-family, retail, and office condominium uses adjacent to the Loop 101 as an infill between the new river corridor and the freeway"

Policy 2.1.A.1: The City shall promote planned developments where resources and facilities are in place to facilitate a high quality, attractive and efficient urban development pattern.

"This proposal is in close proximity to several community resources such as the Loop 101, retail opportunities and a community park. The City of Peoria has begun redesigning Thunderbird Road for a widening project. This proposal will contribute to this project. This area will become one of Peoria's most urban environments."

Policy 2.1.A.3: The City shall encourage development to occur as master planned communities with an appropriate mix of land use types in areas where infrastructure is or will be adequate.

"Trianna Park is a master planned community with a mix of high and medium density residential and commercial land uses. This proposal is located less than five miles from City Hall and adjacent to the Loop 101 Freeway and Thunderbird Road. All infrastructure is already in place for this project."

Objective 2.1.B: Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

"The PAD will allow the development of an infill parcel for high-density residential developments adjacent to an arterial street between the New River wash and the loop 101. The PAD proposes a mix of multi-family residential, including a

neighborhood retail and office condominiums uses niche. The subject site will also take advantage of the City's trail system and the nearby recently developed Rio Vista Community Park."

Policy 2.1.C.1:

The City shall require adequate buffering to protect residential neighborhoods from intrusion by incompatible land uses.

"This project is approximately one-half mile from the nearest single-family residential neighborhood (Desert Harbor). Thunderbird Road, Loop 101 and the Aqua Fria wash bound this property. A similar high-density residential development (Broadstone Apartments) is adjacent to a portion of this site's western boundary. This proposal is compatible with this use and the adjacent gas station along Thunderbird Road"

Policy 2.1.C.2:

The City shall ensure that high-density residential developments have direct access to arterial streets without traversing existing or proposed lower density residential areas.

"Trianna Park is accessed directly from two points along Thunderbird Road. There are no lower-density neighborhoods in the area that would be impacted by this proposal."

Policy 2.1.C.3:

The City shall locate housing developments in areas that can be adequately served by police, fire and ambulance services.

"City of Peoria Police and Fire Departments currently service this area. A private ambulance company is located approximately one mile west of this site along Thunderbird Road."

Policy 2.1.C.7:

The City shall encourage infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools, and shopping areas.

"This area is currently served by municipal services such as police, fire, utilities, and schools. It will provide commercial development within its own boundaries, but is further augmented by the nearby retail establishments. This proposal is not on the periphery of the City, but rather near one of Peoria's core urban areas."

Objective 2.1.E:

Locate multi-family residential development in suitable areas in which they will not adversely impact lower density developments.

“The PAD will allow a mix of multi-family residential including neighborhood retail, and office condominium uses between the Loop 101 and the New River wash. The property is an infill site that is adjacent to an existing apartment complex and gas station and commercial type uses along the north.”

Policy 2.1.E.1:

The City shall support the development of alternative forms of housing, such as attached and detached townhouses and condominiums in appropriate locations.

“This proposal will provide a multitude of unit sizes within the apartment housing type in an area surrounded by existing and developing amenities such as Rio Vista Community Park, the future commercial/office development within the project and the various retail facilities at the intersection of 83rd Avenue and Thunderbird Road.”

Policy 2.1.E.2

The City shall prohibit target densities for residential designations of eight units/acre or greater from being exceeded unless four of the following conditions are met:

- a. The site is located adjacent to an arterial roadway and/or transit corridor.

“This project is immediately adjacent to the Loop 101 Freeway and will have direct access from Thunderbird Road, an arterial roadway.”

- b. The site is within one mile of community-level commercial, service, or employment centers.

“This project is within one-half mile of the community commercial node located at the intersection of 83rd Avenue and Thunderbird Road”

- c. The site creates a transition between existing or approved lower residential densities and non-residential uses.

“This development is a higher density infill between the retail developments to the north and east of the Loop 101 and the high density senior housing/behavioral health development across the New River wash to the west.”

- d. Development of the site will not disrupt or negatively impact adjacent lower density land uses.

"This development is not located near existing residential development."

Policy 2.1.E.3:

The City shall encourage multi-family housing units adjacent to community level parks and public open space areas.

"Although not immediately adjacent to Rio Vista Community Park, this proposal will be directly connected to the park via an improved pathway within the Agua Fria Wash. This pathway is currently under construction by the Maricopa County Flood Control District. Properties adjacent to this community park were recently zoned for business park uses."

Objective 2.1.K:

Encourage mixed-use developments that promote residential, commercial, office, and clean industrial uses that minimize infrastructure needs and transportation demands.

"In addition to the 731 multi-family residential units, this proposal is expected to yield approximately 99,000 square feet of retail and office space. This proposal will also contribute to the already planned widening of Thunderbird Road"

Objective 2.1.L:

Attract mixed-use development to create new economic niches within the City.

"The City of Peoria, as well as numerous other local cities has envisioned this blend of residential and commercial development for decades. Large-scale projects with similar intentions were proposed (Arrowhead Fountains Center), but developed with primarily commercial uses. Only within the past year to eighteen months have residential proposals become a reality. This proposal plans to begin with residential uses then draw quality commercial and office development shortly thereafter."

The proposed mixed-use master planned development will have access to various existing medical and professional offices, the nearby Rio Vista Community Park, regional open space trail, as well as proposed retail businesses at the intersection of 91st Avenue and Thunderbird Road. It will also have excellent access to Loop 101, which allows regional access to downtown Phoenix, commercial development on Bell Road, and major employment areas along the I-10 and I-17 freeway corridors.

General Site Information

The Property is generally located at the southwest corner of Thunderbird Road and the Loop 101 Freeway in Peoria, Arizona. The existing contextual area of the Property includes Thunderbird Road to the north with limited access at the Rio Vista Boulevard and 88th Avenue alignments, along with the Broadstone Apartments and the New River corridor to the west, and the Loop 101 Freeway to the east and south. The New River corridor cuts-off access to/from the site from the south and west. The nearest single-family neighborhood, Desert Harbor, is at least 988 linear feet away from the nearest property line and separated by the intense Thunderbird Road (see Attachment A).

The site is relatively flat and vacant with a portion of the site being used for agricultural purposes. Trianna Park consists of a long, narrow, and irregular shaped parcel of land containing approximately 48-gross acres (the "Property"). The irregular shaped boundary configuration of the Property consists of approximately 2,450 ft. of frontage along Thunderbird Road to the north, approximately 890 ft. of frontage along the New River and Broadstone Apartments to the west, and a combined length of approximately 3,850 ft. of frontage along the Loop 101 to the east and south boundaries of the Property. At approximate the midpoint of the Property, the Property has a narrowest dimension of approximately 230 feet due to the curvature of the Loop 101 freeway and the existing Broadstone Apartments.

This irregular shaped boundary presents substantial challenges to the successful implementation of many fundamental planning objectives including vehicular and pedestrian circulation, fire access, compatibility and proximity of adjacent land uses resulting in long and narrow irregularly shaped interior planning parcels. Because access to the Property is limited to Thunderbird Road via the realigned Rio Vista Boulevard and 88th Avenue alignment, this site will only support a finite combination of land uses and corresponding densities. More specifically, the proposed land uses and aggregate density that can be developed on the property are limited to certain aggregate trip generation number that is less than 1000-trips per day that can be supported by the combination of AM Peak Hour Inbound, AM Peak Hour Outbound, PM Peak Hour Inbound and PM Peak Hour Inbound traffic.

The site is an infill site "that takes advantage of existing municipal services, utilities, transportation facilities, schools and shopping areas." And with more than 3,800 feet of continuous highway frontage (almost 3/4th of a mile), this site is Peoria's premier opportunity to create a strong civic identity that establishes both the quality of the community and economic opportunities for businesses and employers.

Surrounding Land Uses

The property is isolated by Thunderbird Road, an arterial street along the north, the New River corridor, the Broadstone Apartments and QuikTrip gas convenience store along the west and Loop 101 Freeway along the east. An existing 2-story multifamily residential community and a QuikTrip convenience station borders the property on the northern half of the western boundary.

North:	Across Thunderbird Road, auto and restaurant uses in C-2 and I-1 zoning.
East:	Loop 101 Freeway
South:	Loop 101 Freeway
West:	QuikTrip gas and convenient store, Riverwalk Apartments, and New River corridor, in C-2, RM-1, and PUD zoning.

Preliminary Development Plan

Gray Development Group a multi-family residential development company which focuses on the development of high quality multi-family residential projects is the master developer and is proposing to develop three (3) parcels within Trianna Park as multi-family. Active open space amenities will include a path that will provide two (2) shade structures that will connect to the adjacent New River multi use trail system at the New River levee lush landscaped retention areas, ramadas with barbecue facilities, and a clubhouse, which will provide a fitness center, business center, and a resort-style pool/spa facility. Additional active exterior open spaces away from the pool/spa facility will include such amenities as; putting green, open lawn area for lawn games such as bocce ball, lawn badminton or croquet as examples and enhanced barbeque/picnic areas. The buildings will be designed with an overall consistent theme for all multi-family parcels. Consistency will also be maintained in landscaping materials, perimeter walls, and signage monumentation. Architectural design and site plans will utilize the City of Peoria Design Manuals in establishing site specific designs and plans.

One of the key elements of the Trianna Park PAD is its location. This location is unique in that it is a prime multi-family residential location since there are no single family residential neighborhoods or non-compatible uses adjacent to this site. Given its strategic location, Gray Development Group envisioning a unique, high quality mixed use development that includes multi-family residential, neighborhood commercial, hotel and office environment with innovative site design and grouping of buildings, clear and prominent entries, pedestrian pathways linking buildings, and architectural focal points to support the “mixed-use” theme.

As a long and narrow irregularly shaped parcel of land, the Property frontage on Thunderbird Road is limited to the first phase that would include the three multi-family residential apartments, office condominiums, and a portion of the retail thus; the balance of land uses including the last phase of the retail, the hotel, and the behavioral health facility or senior living housing must depend on the proposed internal street

system for access, circulation and signage and marketing opportunities. Accordingly, the internal street system that yields the best access for vehicular and pedestrian traffic, including fire access with public street design standards is the “Y” shaped internal boulevard with Trianna Park Way on the east leg, and Rio Vista Boulevard on the west leg. These two legs merge at the midpoint of the Property and form the tail of the Y-configuration. The internal street will be design with additional landscaping to help provide a boulevard streetscape (see Attachment D).

Due to the existing off-set of Rio Vista Boulevard on the north and south sides of the Thunderbird Road intersection, Rio Vista Boulevard must be realigned to accommodate safe turning movements and to accept the additional traffic that will be an integral part of the new Trianna Park mixed-use master planned community. In order to accommodate this proposed realignment, a number of obstacles must be successfully overcome generally including: (i) the approval of the existing QuickTrip Convenience Store and Gas Station for an expanded access easement to the west and additional right-of-way along Thunderbird Road, (ii) the design and construction of the revised entrance configuration to QuickTrip, (iii) the approval of Broadstone Apartments to the west to relocate their existing main entrance south along the new Rio Vista Boulevard alignment to avoid conflict with the realigned entrance to QuickTrip and (iv) the design and construction of the relocated entrance to Broadstone Apartments.

The proposed commercial parcel includes various opportunities for entertainment, pads for retail shops and restaurants, and the opportunity for in-line stores to accommodate a wide range of retail users. This proposal will provide approximately 30,930 square feet of retail buildings with the potential of approximately 8,100 square feet of sit-down restaurant. The project will utilize the high design standards expected from the City through the Design Review Manual.

The Trianna Park mixed-use land concept has an opportunity to develop either behavioral health facility, dementia facility or senior living housing along with a medical office, component on parcel 6. The proposed senior mid-rise housing will accommodate residents with facilities that will compliment active seniors. Similar developments have been constructed to the west of this site, Casa Del Rio apart of the Plaza Del Rio campus and The Forum at Desert Harbor. The senior living concept envisions independent living with minor assistance to no medical supervision. It would be designed specifically for senior adults who want to enjoy a lifestyle filled with recreational, educational, and social activities with other seniors. Examples of recreational activities include swimming pool/spa, exercise facilities, and clubhouse/lounge.

A behavioral health facility is in general a 24-hour short-term stay facility that focuses on intellectual or emotional behavior difficulties, inherited naturally or due to environment. Through diagnostic procedures and personal counseling, the doctors & staff assesses and evaluates each client's strengths and individual needs. Thus, developing an integrated & holistic treatment plan incorporating psychiatric, medical, various non-medication therapeutic practices and on occasion substance abuse related therapy due

to aggregate clientele needs. The facility structure itself would be designed with wings consisting of overnight bedrooms and nursing station. The client would be placed in the wing that would best suit their specific needs and treatment strategies as determined by their planned individual and group activity sessions. This is a voluntary facility that does not focus on any type of violent or aggressive behavior. The clientele would range from 12 years of age and older who would on average stay for 5-10 days in total.

A dementia facility is in general a 24-hour long-term stay facility focusing on senior care. This type of facility is similar to general senior living and assisted care with a larger specific focus on seniors with dementia and a variety of conditions caused by Alzheimer's disease. The facility structure itself would be designed as a typical assisted care center; including bedrooms, staff areas and common spaces. This is a voluntary facility whose clientele would typically range from 65 years of age and older and live at the center on a long-term bases.

The open space throughout the project will provide pedestrian walkway connections between buildings and other pedestrian areas within the site. Special efforts have been taken to create a design conducive to pedestrian usage and enjoyment. Pedestrian connections will be made between retail, office, and residential uses so as to integrate uses for convenient pedestrian access.

The subject site has excellent Freeway Proximity, in terms of visibility and accessibility. The Thunderbird Road/Loop 101 interchange is an elevated freeway design which provides a marketing window for employers to be seen by freeway traffic. The accessibility offered by the freeway enlarges the standard 20-minute commute shed used by employers to calculate Labor Force Accessibility. The freeway greatly increases Labor Force Accessibility and therefore a larger available work force to the site. This is a location factor highly valued by prospective employers. The site is in an ideal location to meet the two primary factors in locating employment uses: Freeway Proximity and Labor Force Accessibility. Including office uses at this location is a logical land use solution for this site.

This site is a desirable location for Master Planned Community which includes a mixed use environment next to the Agua Fria ("Loop 101") freeway. We believe that the impact of this mixed use project will be very positive for this area. The size and configuration of this site allows for excellent exposure to Loop 101. It also allows for strong pedestrian connections into the adjacent New River wash and the nearby Rio Vista community park. Major new arterial streets improvements will be installed to provide convenient access to this mixed-use project.

Permitted Uses

Each parcel shall be developed with permitted, conditional and accessory uses consistent with the uses listed below:

Parcel	District
Parcel 1	RM-1 Multi-Family Residential district under Article 14-6 of the Zoning Ordinance.
Parcel 2	C-2 Intermediate Commercial district under Article 14-9 of the Zoning Ordinance.
Parcel 3	RM-1 Multi-Family Residential district under Article 14-6 of the Zoning Ordinance.
Parcel 4	C-2 Intermediate Commercial district under Article 14-9 of the Zoning Ordinance.
Parcel 5	O-1 Office Commercial district under Article 14-9 of the Zoning Ordinance.
Parcel 6-A	Behavioral Health Facility, Dementia Facility, Senior Living Housing and Medical Offices.
Parcel 6-B	Behavioral Health Facility and Senior Living Housing

Phasing

Phase 1: Multi-Family/Retail/Offices.

The first phase of development in late 2006 will include the three (3) multi-family residential on parcels 1 and 3; and approximately 19,900 square feet of the retail on Parcel 2; and the office condominiums on parcel 5.

Phase 2: Hotel/Retail/behavioral health facility or Senior living housing:

Current market conditions indicate a likely start of Phase 2 during the 2007 calendar year.

Retail:

The remainder of the retail site (approx. 19,100 square feet) is expected in 2007-2008 calendar years.

Hotel:

Hotel development on Parcel 4 is expected during the 2007-2008 calendar years.

Behavioral health facility or Senior living housing:

Behavioral health facility or Senior living housing development on Parcel 6 is expected during the 2007-2008 calendar years.

The necessary onsite and offsite improvements will be determined during Site Plan Review in accordance with Article 14-32 of the Zoning Ordinance.

Development Standards

In keeping with the urban lifestyle of the Planned Area Development within this master planned community project the proposed development standards are unique to the multi-family residential lot layout and product. The following development standards shall apply to each parcel as noted below:

PARCELS 1 and 3 (Multi-Family Residential Parcels) Development Standards:

Development Standards	Requirement
Maximum Lot Coverage by all structures (%)	50%
Minimum Lot width (feet)	No minimum requirements
Maximum Density (du/ac)	Parcel 1: 30 du/ac Parcel 3: 43 du/ac
Maximum Principal Building Height (feet)	48-feet
MINIMUM BUILDING SETBACKS	
Thunderbird Road setback from Principal Building	15-feet from property line
Internal Y-shaped Boulevard (Trianna Parkway and Rio Vista Boulevard) setback from Principal Building	10-feet from property line
Building Setbacks along New River corridor	0-feet from property line
Carriage buildings or garages	0-feet from the property line
Front from Principal Building	15-feet
Rear (excluding Carriage buildings or garages)	15-feet
Corner Side	15-feet
Building Setback to Parking	8-feet

Parcels 2 and 4 (Commercial Retail and Hospitality Parcel) Development Standards:

Property Development Standards	Requirement
Minimum Lot/Site Area (acreage)	Conformance with Article 14-9 Section 14-9-6
Minimum Lot Width (feet)	Conformance with Article 14-9 Section 14-9-6
Minimum Lot / Size Depth (feet)	Conformance with Article 14-9 Section 14-9-6
Minimum Frontage on One Arterial (feet)	Conformance with Article 14-9 Section 14-9-6
Maximum Lot Coverage by all structures (%)	Conformance with Article 14-9 Section 14-9-6
Maximum Principal Building Height (feet)	48-feet
Thunderbird Road Setback from Principal Building	15-feet from property line
Internal Y-shaped Boulevard (Trianna Parkway and Rio Vista Boulevard) setback from Principal Building	10-feet from property line
Building Setbacks along Loop 101	20-feet from property line
Interior Side Setback (feet)	Conformance with Article 14-9 Section 14-9-6
Accessory Building Height & Setbacks (feet)	(a)

- (a) All regulations and development standards applicable to the principal buildings shall apply. (Ord. No. 04-23)

Parcel 5 (Office Parcel) Development Standards:

<i>Property Development Standards</i>	<i>Requirement</i>
Minimum Lot/Site Area (acreage)	Conformance with Article 14-9 Section 14-9-6
Minimum Lot Width (feet)	Conformance with Article 14-9 Section 14-9-6
Minimum Lot / Size Depth (feet)	Conformance with Article 14-9 Section 14-9-6
Minimum Frontage on One Arterial (feet)	Conformance with Article 14-9 Section 14-9-6
Maximum Lot Coverage by all structures (%)	Conformance with Article 14-9 Section 14-9-6
Maximum Principal Building Height (feet)	40-feet
Front Setback (ft)	Conformance with Article 14-9 Section 14-9-6
Corner Setback (ft)	Conformance with Article 14-9 Section 14-9-6
Rear Setback (ft)	Conformance with Article 14-9 Section 14-9-6
Interior Setback (ft)	Conformance with Article 14-9 Section 14-9-6
Internal Y-shaped Boulevard (Trianna Parkway and Rio Vista Boulevard) setback from Principal Building	10-feet from property line
Building Setbacks along Loop 101	20-feet from property line*
Accessory Building Height & Setbacks (feet)	(a)

- (a) All regulations and development standards applicable to the principal buildings shall apply. (Ord. No. 04-23)

Parcel 6 Development Standards:

<i>Development Standards</i>	<i>Requirement</i>
Maximum Lot Coverage by all structures (%)	50%
Minimum Lot width (feet)	No Minimum Requirement
Maximum Density (du/ac)	Behavioral Health & Dementia Facilities 860 units (67 du/ac)
Maximum Principal Building Height	48(a)-feet

(feet)	
MINIMUM BUILDING SETBACKS	
Internal Y-shaped Boulevard (Trianna Parkway and Rio Vista Boulevard) setback from Principal Building	10-feet from property line
Building Setbacks along New River corridor	0-feet from property line
Principal building Separation	15-feet
Rear	15-feet
Corner Side	15-feet

(a) *Building Height: Maximum thirty (30) feet high within thirty (30) feet of any residential district. The height may be increased by one foot per each three feet of additional setback to a maximum of forty-eight (48) feet.*

Parking

Parking ratios for this development will satisfy the current parking requirements established in Article 14-23 of the Zoning Ordinance, except for the multi-family residential parcels. The multi-family residential parcels shall comply with the following standards: (see Exhibit C)

1. Multi-family residential parking will be a minimum 1.5 space per unit, including resident and guest parking.
2. Multi-family residential parking stall dimensions will be 9.0' x 18' (16 with 2' overhang). Compact parking space dimensions will be 8.5' x 18' (16 with 2' overhang) and shall not exceed thirty percent (30%) of the required spaces.
3. Landscaped parking islands will be located every ten (10) spaces with a width of 6'(outside face of curb to outside face of curb and will be planted with minimum twenty-four inch (24") box.
4. At face to face parking, provide at least two (2) tree diamonds between islands, unless there is a conflict with parking canopies instead of the continuous median. Landscape diamonds shall have clear planting area of five foot (5') by five foot (5').
5. The parking area landscape requirement minimum will increase to fifteen percent (15%).

Screening, Fencing and Walls

Article 14-3-4 Screening:

The project shall provide a "decorative" masonry wall or fence a minimum of six feet (6') in height above grade may be constructed in strategic locations to provide additional screening

"A decorative perimeter theme wall shall be constructed along portions of Thunderbird Road and Trianna Parkway. This wall may include combinations of smooth and split face block, wrought iron and stone element".

All loading and delivery, trash areas, service, and all ground mounted and roof mounted equipments shall be screened from view.

Loading area and trash enclosures can face the freeway. Additional landscaping will be provided along the existing wrought iron fence to screen these area as well as parking stalls from view of Loop 101. The landscaping must be maintained to function as screen.

Article 14-3-5 Walls and Fences:

A combination of walls and mounding may be used, provided the overall height not to exceed three feet (3') in the front yard and not to exceed six feet (6') eight inches (8") in the side or rear yard.

Article 14-3-5.B7 Noise Attenuation Walls Required:

A noise study shall be required for all multi-family residential developments adjacent to Thunderbird Road or the Loop 101. The noise study shall meet ADOT standards and shall be required for the 1st floor of the development.

Enhanced Design Review Standards: Trianna Park will provide enhanced landscaping along the riverbank adjacent to the project site, and create new public access points to the New River. New pedestrian and paths will link the wash to the City's overall master trail system and Rio Vista Park network. All together, at least nine percent (9%) of the overall project will be preserved as active and passive open space. Trianna Park is a uniquely designed master planned community. A compatible and consistent design theme is planned throughout the project that allows retailers, restaurants, office developments and other users to create and design their unique identities. The urban lifestyle of the project requires densities and setbacks that help create this feeling and concept.

Multi-family residential development within the PAD shall comply with the City of Peoria Design Review Manual for Multifamily Residential uses in effect as of the date on this PAD, with the following exception and enhancement:

1. Section 20-70-22B.1.e which requires all parking to be a minimum of fifteen feet (15') from any building. Due to the unique shape of this parcel and the unique design and the range of building types being proposed, the minimum building to parking area will be eight feet (8').
2. Section 20-70-22C.1.c which requires three distinct active open space areas on site. This proposal will have several distinct active open space areas which includes a path with two shade structures that connects to one (1) large linear open space tract that is located along the New River Wash along the western boundary of the site, clubhouse with fitness/exercise facility along with a business center, pool and spa, ramadas with barbeques, and other active exterior open space examples; putting green, open lawn area for lawn games such as bocce ball, lawn badminton or croquet.

Signage

The overall project will have a consistent sign theme. Signage should be in accordance with Article 14-34 of the City of Peoria Zoning Ordinance except as modified herein:

Section 1:

1. (Section 14-34-7.F) Sign Area. Shall be defined as stated in the City of Peoria Zoning Ordinance except when the signage is located on a mesh panel. When signage is located on a mesh panel the sign area shall be measured by the smallest rectangles surrounding the characters on the mesh panels including the space between letters of individual words (See Exhibit E & F).
 - a. Freeway multi-tenant signs that include a perforated, aluminum mesh panel shall not have a sign mesh panel area in excess of 400 square-feet and a sign letter/logo area not to exceed 200 square-feet. (See Exhibit G; Signs #4 & #5 of the Trianna Sign Plan- Exhibit D)
 - i. There shall be an additional 20% allowance of sign area for identification of the center/complex. This would allow for a maximum sign area of 240 square-feet, devoting exclusively the additional 40 square-feet (20%) to identification of the center/complex.
 - ii. All such signs shall be located a minimum of fifty (50) feet from any non-freeway lot line and a minimum of two hundred (200) feet from any single-family residentially zoned property.
 - iii. The multi-tenant freeway monument signage as depicted on Exhibit D shall be the only freeway monument signage allowed
 - b. (Section 14-34-8.A.8) Directional Sign. A permanent, on-site sign which includes copy offering pertinent directional information for the purpose of assisting in the flow of vehicular or pedestrian traffic.
 - i. Such signs shall not exceed 5-feet and 6-inches (5'-6") in height (including minimum 6-inches (6") for architectural embellishments), nor six (6) square-feet in area. (See Exhibit J; Signs #6-#13 of Trianna Sign Plan- Exhibit D)
 - ii. Directional signs exceeding three (3) feet in height shall obtain a permit and a footing inspection(s).
 - iii. The 5-feet and 6-inches (5'-6") directional signs will not need to meet the sixty (60) foot separation requirements which are required for freestanding monument signs by the City of Peoria Zoning Ordinance.

- iv. Directional signs shall reserve the top 6-inches (6") of the sign exclusively for an architectural embellishment.
- c. (Section 14-34-8.A.11) Freestanding Monument Sign. A sign which is erected, or mounted on its own self-supporting permanent structure or base detached from any supporting elements of a building or wall (Ord. No. 97-39)
 - i. The freestanding monument sign abutting Loop 101 and Thunderbird Road which shall display the center name only, shall not exceed twelve (12) feet in height including its supporting structures and a maximum of 15 square-feet in area. (See Exhibit I; Sign #3 of Trianna Sign Plan- Exhibit D)
 - ii. The multi-tenant freestanding monument sign adjacent to Thunderbird Road, (Sign #14 of the Trianna Sign Plan- Exhibit D), shall not exceed ten (10) feet in height and 48 square-feet in sign area, including its supporting structure.
 - iii. The single-user freestanding monument sign on the east side of 88th Avenue, (Sign #15 of the Trianna Sign Plan- Exhibit D), shall not exceed eight (8) feet in height and 32 square-feet in sign area.
- d. (Section 14-34-8.A.13) Freestanding Wall Sign. A sign consisting of individual letters on a wall which is detached from, but architecturally integrated with the building.
 - i. The wall signs located on either side of 88th Avenue adjacent to Thunderbird Rd. shall not exceed 8-feet in height and must be a minimum of one (1) foot above ground level. The maximum sign area shall be 24.5 square-feet. (See Exhibit H; Signs #1 & #2 of the Trianna Sign Plan- Exhibit D)

Section 2 (Z05-07A.4):

- 1. The following advertising signage shall be permitted for one-year from the date of the approval for amendment Z05-07A.4. The location and placement of the signage is represented in Exhibit L.
 - a. (30) 30" x 5' vinyl banners attached to 17' removable "boulevard style" painted steel poles. The poles shall be located outside of the ROW and the PUE. The banner may overhang the PUE.
 - b. (2) 98' wide x 7' high vinyl or mesh building mounted banners with metal grommets attached to the building with metal fasteners.
 - c. (2) 12' wide x 17' high building mounted banners with metal grommets attached to the building with metal fasteners.
 - d. (1) 20' wide x 18' high building mounted banner with metal grommets attached to the building with metal fasteners.

- e. Replace existing approved “Now Leasing” sign with new directional “Indigo Now Leasing” sign (32 “ wide x 45” high; 62” height from ground). This sign shall be located outside of the ROW and PUE.

Landscaping

At least nine percent (9%) of the overall Trianna Park PAD project will be preserved for active and passive open space. Open space will be used as opportunities to enhance the visual quality of the project and to provide pedestrian friendly, pleasing areas within the community.

The following amenities will be included within the open space of project:

1. Enhanced Landscaping
2. A “boulevard/green” streetscape providing pedestrian and vehicular circulation throughout the planned community.
3. A path to the New River corridor/pathway.

Common area landscaping within the Trianna Park PAD will take a variety of themes.

Thunderbird Road:

1. A minimum fifteen feet (15') landscape buffer shall be located along Thunderbird Road frontage.
2. Enhance landscaping will be used to identify entry points and approach areas to the project. Sixty percent (60%) of all trees on the street perimeter will be twenty-four inch (24”) box trees or greater.
3. Turf areas will be used as accent and focal areas.
4. Non-lawn areas will receive a minimum of two inch (2”) depth of three-fourths inch (3/4”) decomposed granite.
5. Drainage will be designed so that it slopes away from sidewalks and buildings areas in accordance with the overall master drainage plan.

Y-shaped Internal boulevard (Trianna Parkway and Rio Vista Boulevard):

1. A minimum ten feet (10') landscape buffer shall be located along all internal street frontage.
2. Total landscape area will be no less than thirteen feet (13').
3. Sidewalks will be detached and no less than five feet (5').
4. Landscape area beyond detached sidewalk will be no less than eight feet (8').
5. Enhance landscaping will be used to identify entry points and approach areas to the project. Twenty-five (25%) of all trees on the interior street will be 36” box trees with 24” box trees as the minimum.
6. Turf areas will be used as accent and focal areas.
7. Non-lawn areas will receive a minimum of two inch (2”) depth of three-fourths inch (3/4”) decomposed granite.

8. Drainage will be designed so that it slopes away from sidewalks and buildings areas in accordance with the overall master drainage plan.

**** New Landscape area/materials will not be required along QuickTrip the convenient and gas station and Broadstone Apartments (existing apartments) property lines as a result of the new right-of-way dedication for Rio Vista Boulevard.**

Additional Landscape Enhancements to Y-shaped Internal Boulevard (Trianna Parkway and Rio Vista Blvd):

1. Required Trees: one (1) tree per twenty feet (20') of street frontage and twenty-five percent (25%) of trees will be thirty-six inch (36") box.
2. Required Shrubs: ten (10) shrubs per twenty-five feet (25') of street frontage
3. Required Ground Cover: Seventy-five percent (75%) coverage of the front fifteen feet (15').

Additional Landscape Enhancements in the Right of Way (ROW) Landscaping:

1. Twenty-five percent (25%) of trees in thirty-six inch (36") box size with a twenty-four inch (24") box tree minimum.

Hardscape/Roadway Enhancements

1. Enhanced paving materials at the entrance of Trianna Parkway at Thunderbird Road and the intersection of Rio Vista Boulevard and Trianna Parkway. (see Exhibit B)

Landscaping along New River Frontage:

1. Twenty-five percent (25%) of the required trees in thirty-six inch (36") box size along with twenty-four inch (24") minimum.
2. Provide ten percent (10%) increase in plant material and sizes over the ordinance requirements.
3. The landscape design will blend into adjacent New River Wash improvements

Landscape Requirements for this development will satisfy the current requirements established in Article 14-35 of the Zoning Ordinance, in addition, each parcel will comply and go beyond the zoning ordinance for landscape enhancements:

On-Site Landscape Requirements:

1. Required Foundation Landscaping: five foot (5') planters at an average fifty percent (50%) of building frontage – two (2) shrubs per five (5) linear feet of planter.
2. Required Multi-family Landscaping: The landscape minimum is thirty percent (30%) of net site area. *

3. Required Trees: one (1) tree per four hundred square feet (400 sq. ft.) of required landscaping – twenty-five percent (25%) of trees will be thirty-six inch (36”) box, with the rest minimum twenty-four inch (24”) box.
4. Required Shrubs: Ten (10) shrubs per four hundred square feet (400 sq. ft.) of required landscaping.

** This landscape enhancement will not be applicable to the following parcels; 2, 4, 5, and 6, but each parcel will be in conformance with the ordinance.*

Parking Area Landscape Requirements:

1. Fifteen percent (15%) minimum for parking area landscape

Landscaped parking islands will be six feet (6') wide and located every ten (10) spaces, but will be planted with minimum twenty-four inch (24”) box trees instead of the standard fifteen (15) gallon trees. At least two (2) landscaped triangular planter diamonds are proposed between front-to-front parking spaces, unless there is a conflict with parking canopies.

Grading and Drainage

The PAD site has no slopes and generally drains from north to south. Site grading will comply with the City's engineering standards and policies to handle drainage flows. Drainage and retention will be accommodated through a combination of retention basins or a private underground conveyance system. Additional drainage concerns not addressed during this rezoning process will be addressed during site plan review.

Retention for the 100-year 2-hour storm shall be provided for all commercial or retail development. A waiver for the 100-year 2-hour retention may be submitted for the residential portion of the project with the site plan submittal. All waivers shall be evaluated on a case by case basis.

Public Utilities and Services

There is an existing water and sewer lines available to the site. This project shall obtain all ROW and construct all improvements necessary for access at Rio Vista and Thunderbird intersection and for access to a future ADOT frontage road. The developer will provide street and utility improvements when the site is developed as required by the City.

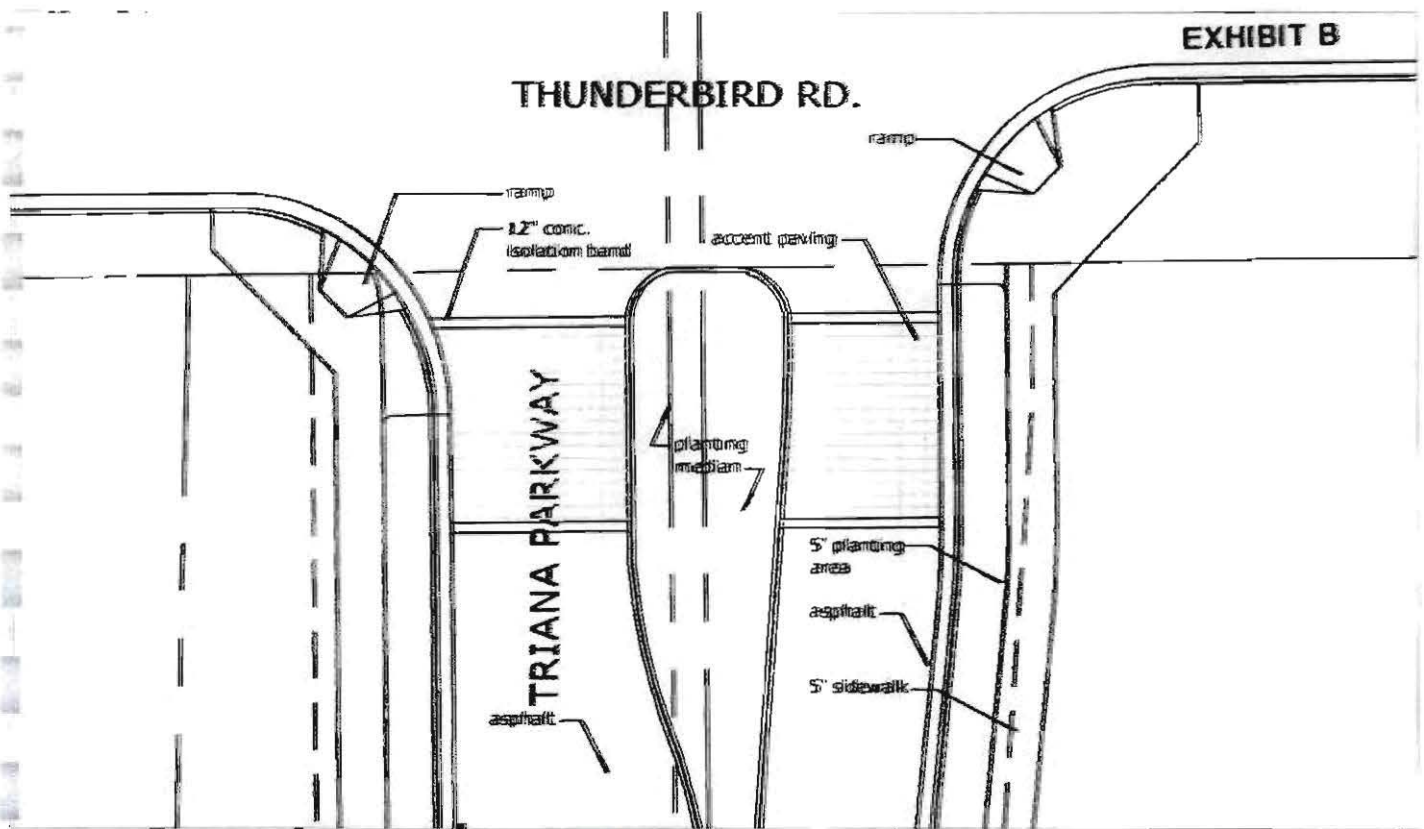
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Water.....	City of Peoria
Electricity	Salt River Project
Telephone	Qwest Communications
Gas.....	Southwest Gas Company

Refuse.....City of Peoria
Fire and Emergency.....City of Peoria
PoliceCity of Peoria
SchoolsPeoria Unified School District

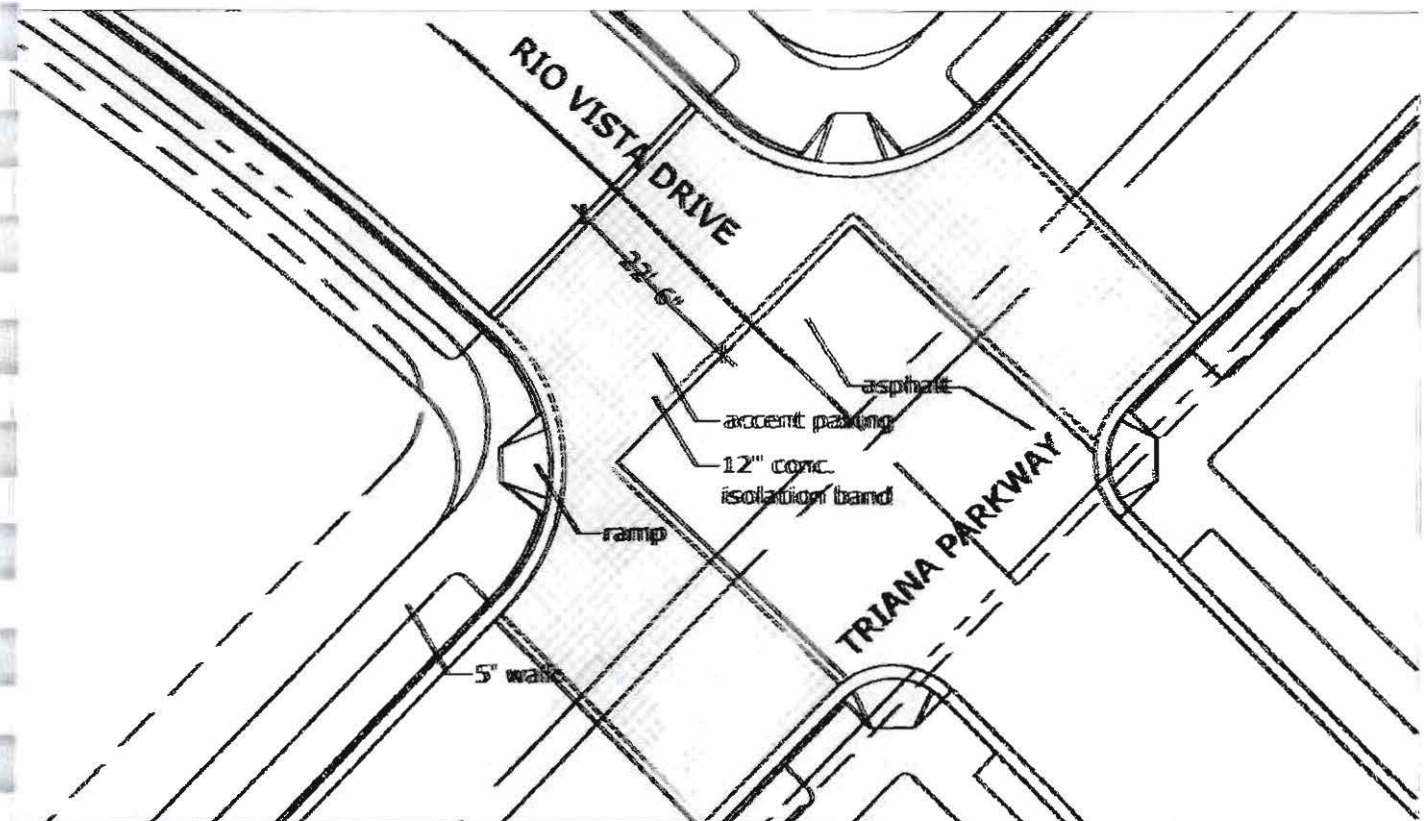
EXHIBIT A



Entry at Thunderbird Road & Triana Parkway



accent paving enlargement
thunderbird rd. & triana pkwy.



accent paving enlargement
triana pkwy & rio vista dr.

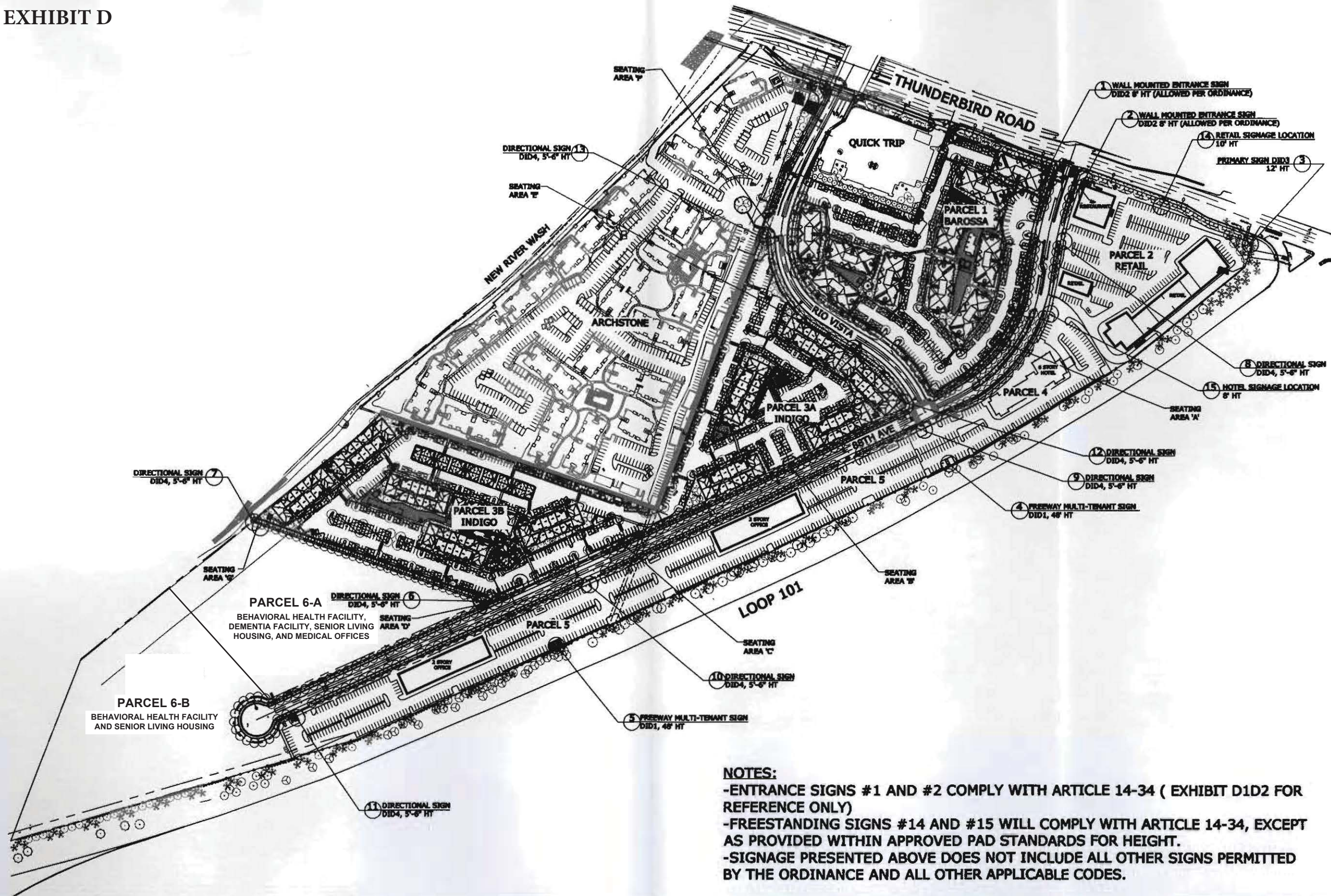
Unit and Parking Breakdown

Exhibit Q

Triana Park Unit Breakdown						
Unit Type	Parcel 1	Parcel 2A	Parcel 3B	Total	COP requirement	Total parking required per COP requirements
Studios	0	30	36	66	1.3	85.8
1-bedroom	60	90	108	258	1.6	387
2-bedroom	162	187	198	547	1.5	665.5
3-bedroom	36	0	0	36	2	60
Unit totals	252	227	252	731		
Total spaces required						1098.3
Spaces per unit						1.5

Parking size matrix	Parking Ratios	Space Size	Allowable Overhang	Office/Industrial uses	2 way Drive Width	Compact spaces	1/26/2006
Avondale	Studio - 1.5, 1 Bdrm - 1.5, 2 Bdrm - 1.75, 3 Bdrm - 2.0	9.0' x 18.0'	2.0' overhang	8.0' x 18.0'	24'-0"	8.0' x 18.0' (80% office/industrial uses)	
Buckeye	1 space per 1000 sq. ft. of area	9.0' x 18.0'	NA	NA	26'-0"	NA	
Chandler	Studio - 1.5, 1 Bdrm - 1.5, 2 Bdrm - 2.0, 3 Bdrm - 2.0 1 guest per 2/3 Bdrm unit	9.0' x 19.0'	2.5' overhang	NA	24'-0"	NA	
Gilbert	Studio - 1.0, 1 Bdrm - 1.0, 2 Bdrm - 2.0, 3 Bdrm - 2.0 25 guest per unit	9.0' x 19.0'	2.5' overhang	NA	25'-0"	9.0' x 18.0' (4 spaces max. per grouping)	
Glendale	Studio - 1.0, 1 Bdrm - 1.0, 2 Bdrm - 2.0, 3 Bdrm - 2.0 33 guest per unit	10.0' x 20.0'	NA	NA		NA	
Goodyear	Studio - 1.0, 1 Bdrm - 1.5, 2 Bdrm - 2.0, 3 Bdrm - 2.0 0.1 guest per unit	9.0' x 20.0'	NA	NA	26'-0"	NA	
Mesa	Studio - 1.0, 1 Bdrm - 1.5, 2 Bdrm - 2.0, 3 Bdrm - 2.0	9.0' x 18.0'	2.0' overhang		24'-0"	NA	
Peoria	2.2 spaces per unit	9.6' x 20.0'	2.0' overhang	NA	24'-0"	8.0' x 18.0' (15% max.)	
Phoenix	Studio - 1.3, 1 Bdrm - 1.5, 2 Bdrm - 1.5, 3 Bdrm - 2.0	8.6' x 18.0'	2.5' overhang	NA	24'-0"	8.0' x 18.0' (10% max.)	
Scottsdale	Studio - 1.0, 1 Bdrm - 1.3, 2 Bdrm - 1.7, 3 Bdrm - 1.9	9.0' x 18.0'	2.0' overhang	NA		NA	
Tempe	Studio - 1.0, 1 Bdrm - 1.5, 2 Bdrm - 2.0, 3 Bdrm - 2.6	8.5' x 18.0'	2.0' overhang	NA	23'-0"	NA	

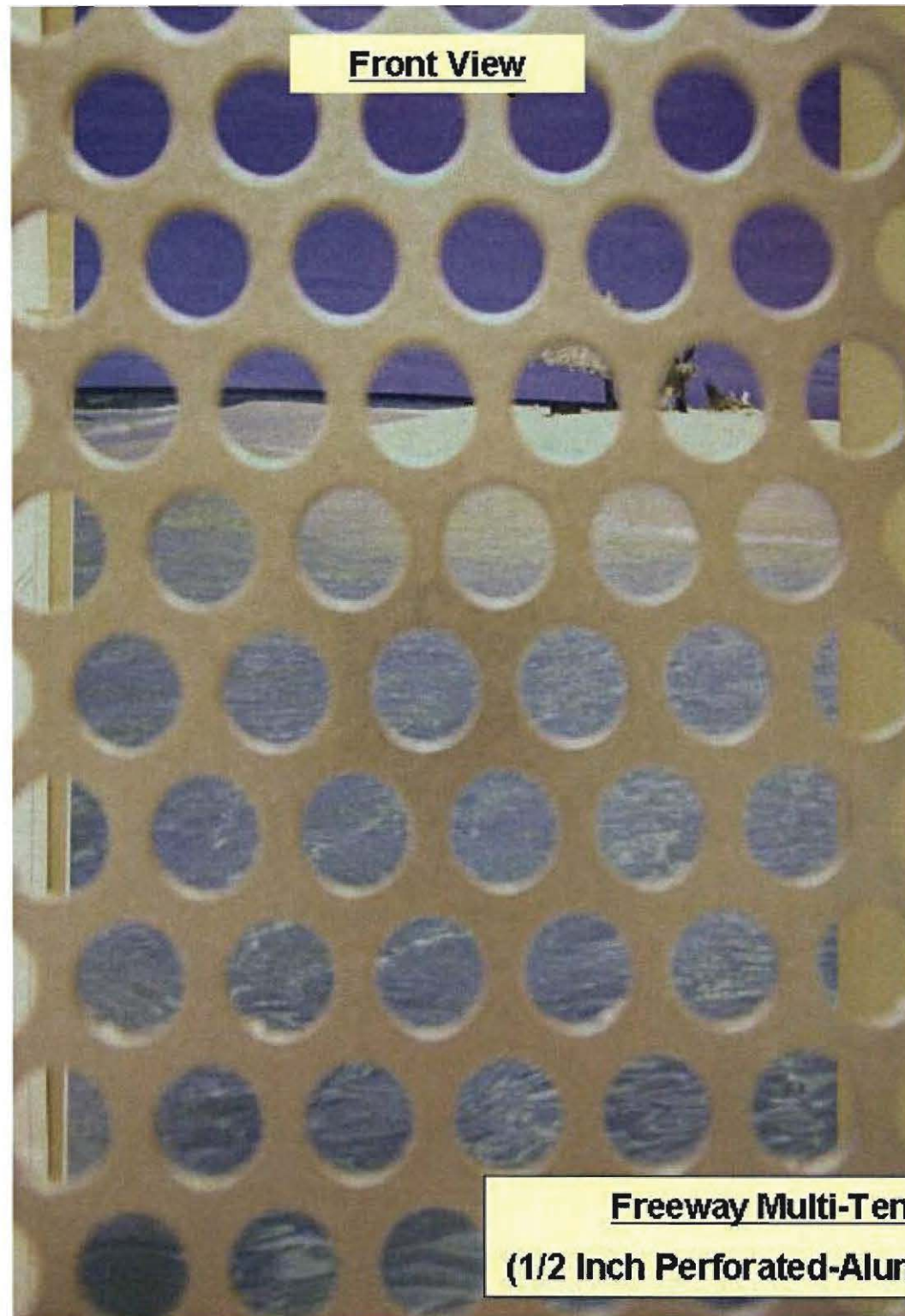
EXHIBIT D



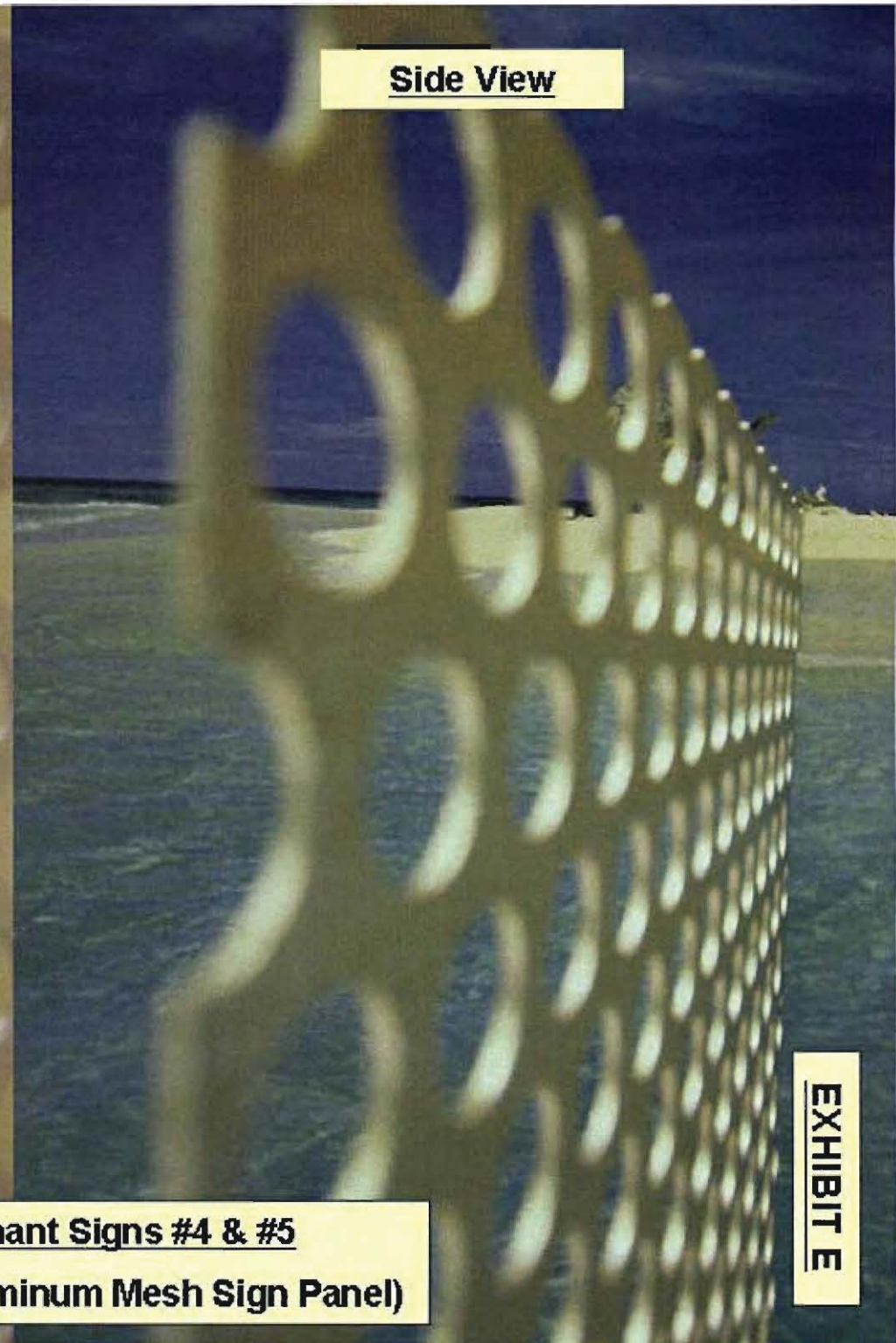
NOTES:
-ENTRANCE SIGNS #1 AND #2 COMPLY WITH ARTICLE 14-34 (EXHIBIT D1D2 FOR REFERENCE ONLY)
-FREESTANDING SIGNS #14 AND #15 WILL COMPLY WITH ARTICLE 14-34, EXCEPT AS PROVIDED WITHIN APPROVED PAD STANDARDS FOR HEIGHT.
-SIGNAGE PRESENTED ABOVE DOES NOT INCLUDE ALL OTHER SIGNS PERMITTED BY THE ORDINANCE AND ALL OTHER APPLICABLE CODES.

TRIANNA- SIGN PLAN
PEORIA, AZ

Front View



Side View



Freeway Multi-Tenant Signs #4 & #5
(1/2 Inch Perforated-Aluminum Mesh Sign Panel)

Front View

Side View

Directional Signs

(1/4 Inch Perforated-Aluminum Mesh Sign Panel)

EXHIBIT F

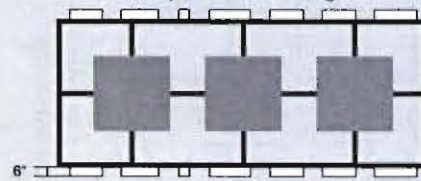
Freeway Monument

Exhibit G

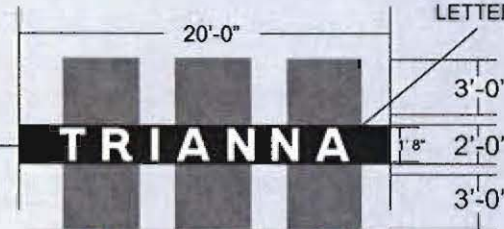
Quantity: Two (2)
Sign Location #4 and #5

DID1

Top View of Sign



Aluminum marquee band,
painted black with illuminated pan channel
letters white faces, trim cap, and returns.



LETTER AREA: 1' 8" X 14' 4" - 23.8 SQ. FT.

Painted, perforated aluminum sign
panel. Perforated metal allows
columns to be visible.
Max Perforated Panel Area: 400 Sq. Ft.

McNichols Company Mesh
1/2 in. diameter round holes,
11/16 in. stagger, 60% Slant, .125 aluminum
painted Matthews brushed aluminum

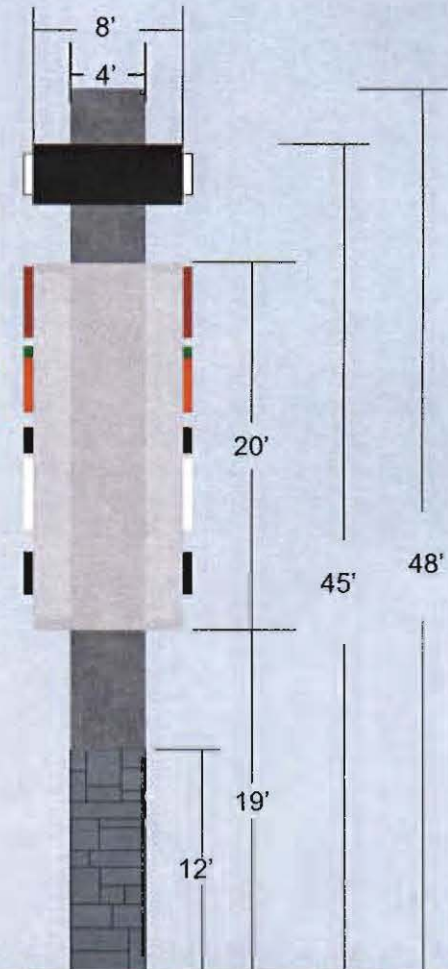


400 SQ. FT. MESH SIGN BACKGROUND

Illuminated, Pan Logos & Letters
Placed on sign panel.
(200 Sq. Ft. total sign copy allowed.
Sign area to be measured by the
smallest rectangle, encompassing
space between all characters / logos)

Dryvit System Color T.B.D.

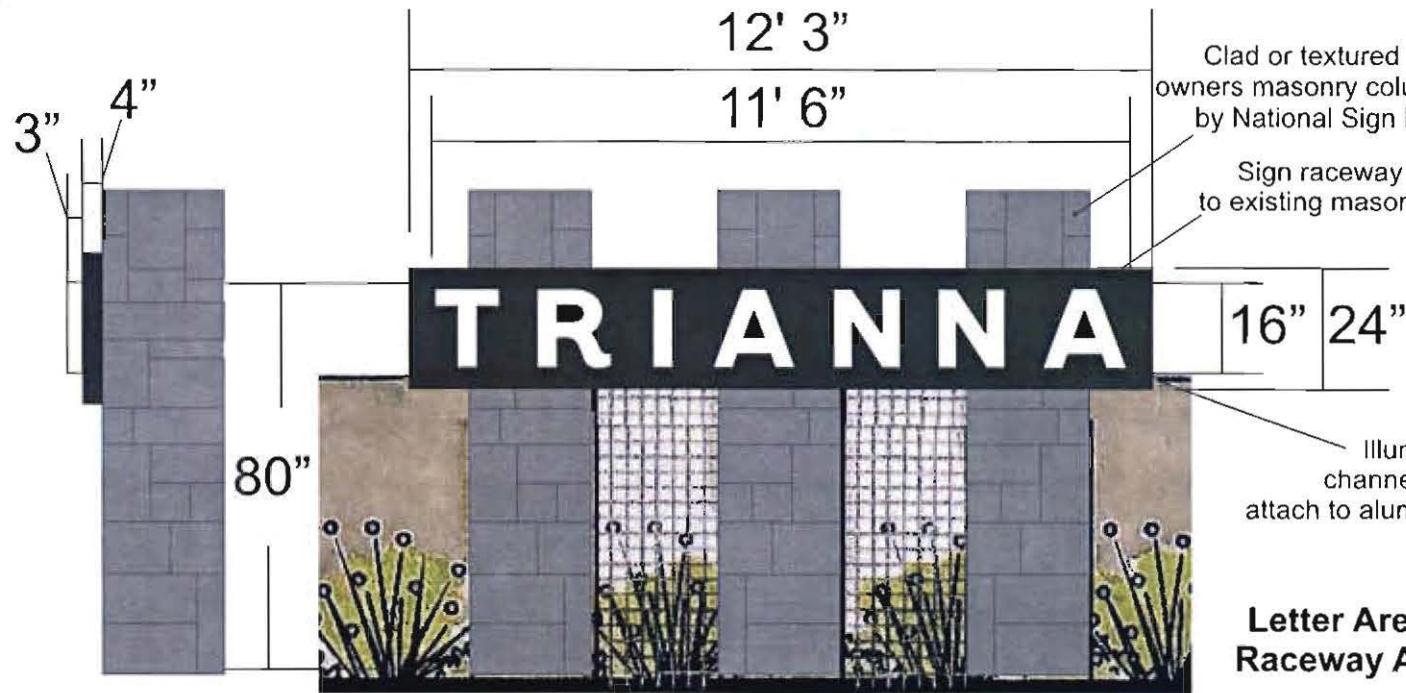
Accurastone finish or
stone cladding



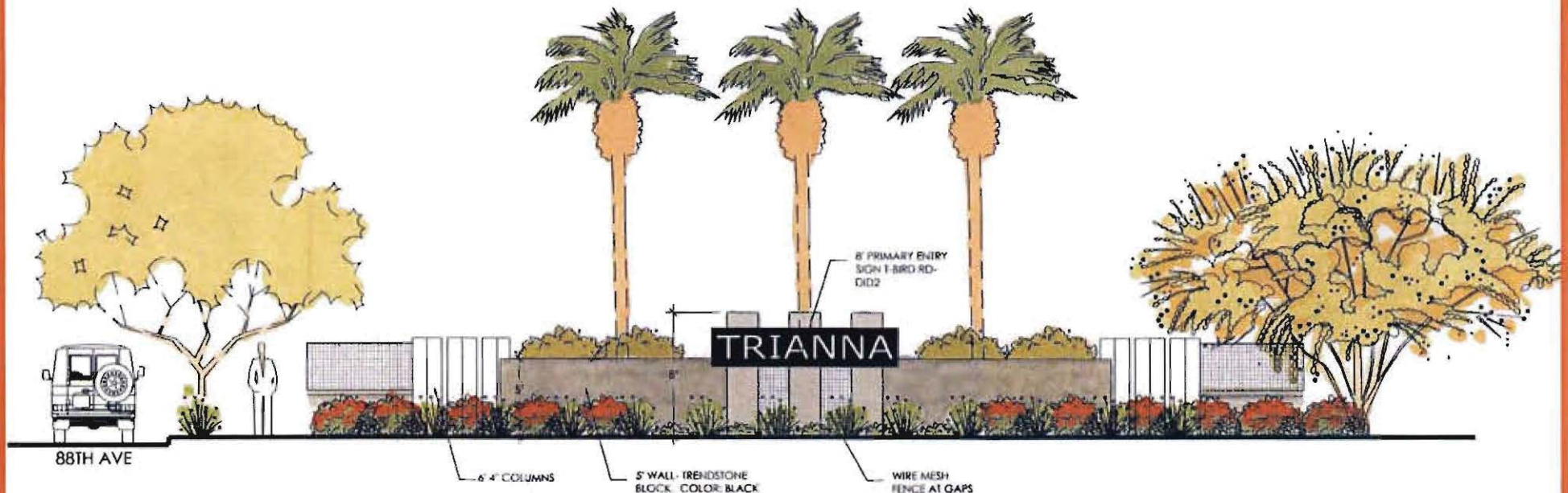
DID 2

Entry I.D.

Quantity: Two (2)
Sign Location #1 and #2



Letter Area: 11.5' x 1.3' = 14.95 SQ. FT.
Raceway Area: 12.25' x 2' = 24.5 SQ. FT.



NATIONAL
sign
FABRICATORS INC.
2934 West Windsor Avenue
Phoenix, Az. 85009
602-415-9444 Office
602-415-9433 Fax
info@national-sign.com

CLIENT: Gray Development	CLIENT APPROVAL
ADDRESS: Thunderbird & 101	APPROVAL DATE:
SALES REP: Newbomb	WORK ORDER #
DATE: 6-6-2008	FILE NAME: SIGN - Drive Entrance DID EXHIBIT H GRAY DEVELOPMENT

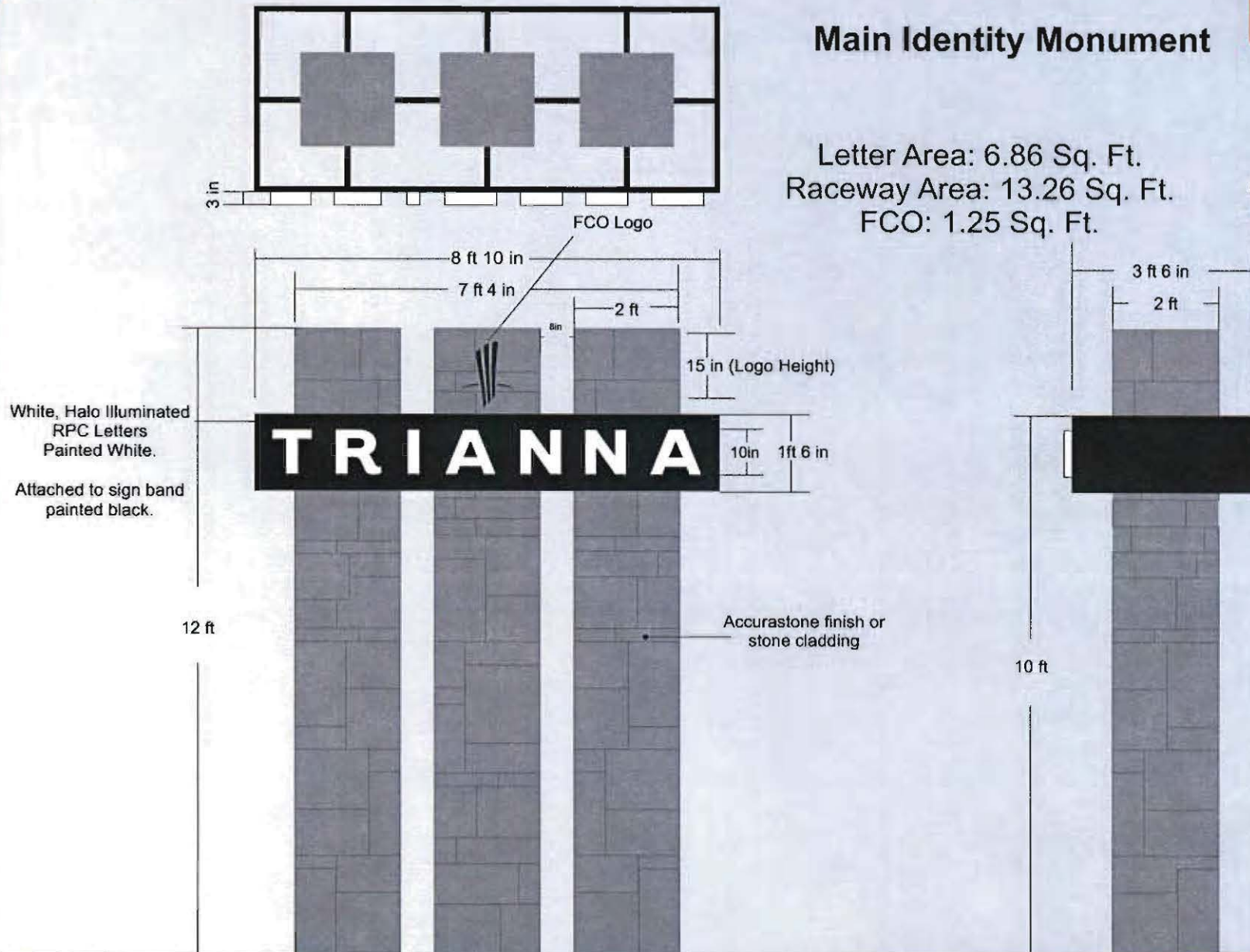


SCALE: 1/4"
REVISION: 01072009
DATE: 1-7-09
PAGE: 1 of 1

Main Identity Monument

Letter Area: 6.86 Sq. Ft.
Raceway Area: 13.26 Sq. Ft.
FCO: 1.25 Sq. Ft.

Quantity: One (1)
Sign Location #3



Sign locations 6-13. Quantity Eight (8)

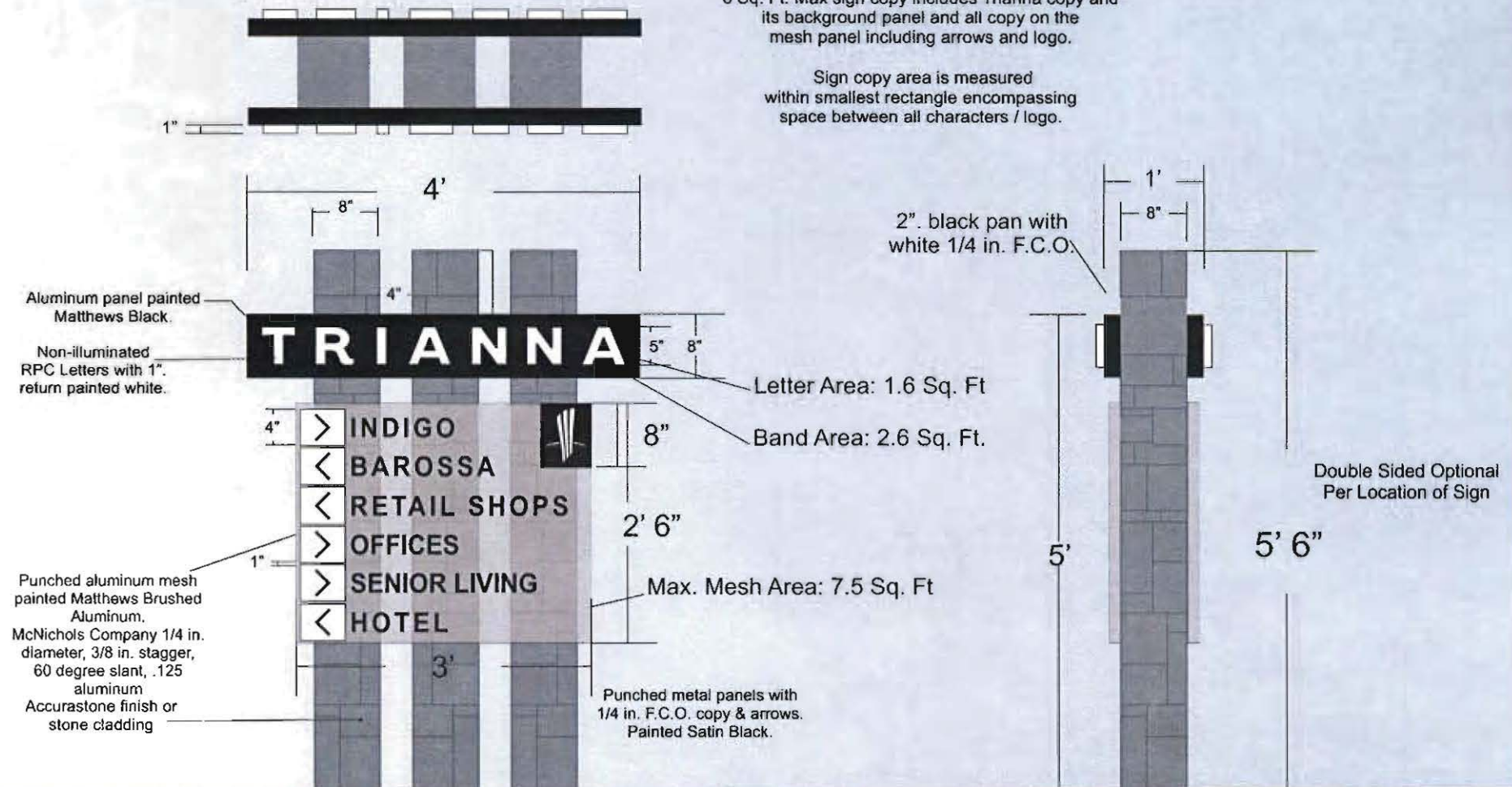
See next page for copy and location.

DID4

Traffic Directional Sign

6 Sq. Ft. Max sign copy includes Trianna copy and its background panel and all copy on the mesh panel including arrows and logo.

Sign copy area is measured within smallest rectangle encompassing space between all characters / logo.



DID4

Sign #6

North	South
WALK TO NEW RIVER WASH >	WALK TO NEW RIVER WASH <

Sign #7

North	South
TO TRIANNA >	TO TRIANNA <

Sign #8

North	South
^ OFFICES	^ BAROSSA
^ HOTEL	
^ INDIGO	
< RETAIL SHOPS	
^ SENIOR LIVING	

Sign #9

North	South
< HOTEL	< ARCHSTONE
^ OFFICES	^ BAROSSA
^ INDIGO	< RIO VISTA BLVD.
^ SENIOR LIVING	^ RETAIL SHOPS

Sign #10

North	South
> INDIGO	< INDIGO
< OFFICES	> OFFICES
^ SENIOR LIVING	^ BAROSSA
	^ RETAIL SHOPS

Sign #11

South
> OFFICES
^ INDIGO
^ BAROSSA
^ RETAIL SHOPS

Sign #12
West

> INDIGO
< BAROSSA
< RETAIL SHOPS
> OFFICES
> SENIOR LIVING
< HOTEL

Sign #13

North
^ INDIGO
^ HOTEL
^ BAROSSA
^ RETAIL SHOPS
^ OFFICES
^ SENIOR LIVING

North
^ ARCHSTONE
^ Q TRIP

NATIONAL
sign
FABRICATORS INC.

2914 West Windsor Avenue
Phoenix, Az. 85009
602-415-9444 Office
602-415-9433 Fax
info@national-sign.com

CLIENT: Gray Development

ADDRESS:

SALES REP:

DATE: 6-6-2008

CLIENT APPROVAL:

APPROVAL DATE:

WORK ORDER #:

FILE NAME: TRIANNA Directional Sign DID4 copy GRAY DEVELOPMENT 6-10-08.cdr



SCALE:

REVISION:

DATE: 10-28-08

PAGE:

The Project Site



ATTACHMENT B

Wood, Patel & Associates, Inc.
(602) 333-8800
www.woodpatel.com

January 7, 2006
WP # 047141.85
Page 1 of 3

PARCEL DESCRIPTION

Triana Overall Parcel

A parcel of land lying within Section 15, Township 3 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 15, a brass cap flush, from which the northwest corner of said section, a 1-inch iron bar, bears South $89^{\circ}10'56''$ West (basis of bearing), a distance of 2640.52 feet;

THENCE along the north-south mid-section line of said section, South $00^{\circ}58'06''$ West, a distance of 63.35 feet;

THENCE leaving said north-south mid-section line, South $87^{\circ}44'14''$ West, a distance of 66.68 feet, to a point on the westerly right-of-way line of Loop 101, recorded in Document No. 89-581755, Maricopa County Records (M.C.R.), also being the **POINT OF BEGINNING**;

THENCE along said westerly right-of-way line, South $02^{\circ}15'46''$ East, a distance of 101.55 feet;

THENCE South $31^{\circ}24'20''$ West, a distance of 393.19 feet;

THENCE South $39^{\circ}20'29''$ West, a distance of 503.17 feet;

THENCE South $44^{\circ}33'13''$ West, a distance of 604.93 feet, to a point on the south line of the northeast quarter of the northwest quarter of said section;

THENCE leaving the westerly right-of-way line of said Loop 101, recorded in Document No. 89-581755, along the westerly right-of-way line of Loop 101, recorded in Document No.'s 89-361070 and 89-396071, South $45^{\circ}45'10''$ West, a distance of 1234.41 feet;

THENCE leaving the westerly right-of-way line of said Loop 101, along the westerly right-of-way line of Loop 101, per A.D.O.T. project no. 600-0-703, resolution no. 91-06-A-048, South $53^{\circ}37'12''$ West, a distance of 979.92 feet, to a point on the west line of the southwest quarter of said section;

THENCE leaving said westerly right-of-way line, along said west line, North $00^{\circ}56'41''$ East, a distance of 118.81 feet, to the west quarter corner of said section;

THENCE leaving the west line of said southwest quarter, along the west line of said northwest quarter, North $60^{\circ}50'34''$ East, a distance of 411.68 feet;

THENCE leaving said west line, along the easterly line of Maricopa County Flood Control, recorded in Document No. 94-0795772, M.C.R., North $31^{\circ}16'55''$ East, a distance of 962.65 feet;

THENCE North $25^{\circ}36'31''$ East, a distance of 84.69 feet, to the southerly line of River Walk Apartments, recorded in Book 562, page 36, M.C.R.;

THENCE leaving said easterly line, along said southerly line, North $89^{\circ}20'12''$ East, a distance of 798.07 feet, to the southeast corner of said River Walk Apartments;

THENCE leaving said southerly line, along the easterly line of said Riverwalk Apartments, North $00^{\circ}57'19''$ East, a distance of 981.30 feet, to the southwest corner of Quickrip Corporation Parcel, recorded in Document No. 03-128453;

Parcel Description
Triana
Overall Parcel

January 17, 2006
WP # 042141.85
Page 2 of 3

THENCE leaving said easterly line, along the southerly line of said Quicktrip Corporation Parcel, North $89^{\circ}13'15''$ East, a distance of 370.17 feet, to the southeast corner of said Quicktrip Corporation Parcel;
THENCE leaving said southerly line, along the easterly line of said Quicktrip Corporation Parcel, North $00^{\circ}57'19''$ East, a distance of 294.33 feet, to a point on the southerly right-of-way line of Thunderbird Road.

THENCE leaving said easterly line, along said southerly right-of-way line, North $89^{\circ}10'56''$ East, a distance of 289.95 feet;

THENCE North $89^{\circ}10'56''$ East, a distance of 198.39 feet;

THENCE South $00^{\circ}45'04''$ East, a distance of 7.00 feet, to the southerly A.D.O.T. right-of-way line of Thunderbird Road as recorded in Document No. 89-381753, M.C.R.;

THENCE leaving said southerly right-of-way line, along said southerly A.D.O.T. right-of-way line, South $86^{\circ}25'13''$ East, a distance of 195.64 feet;

THENCE South $87^{\circ}00'12''$ East, a distance of 130.33 feet;

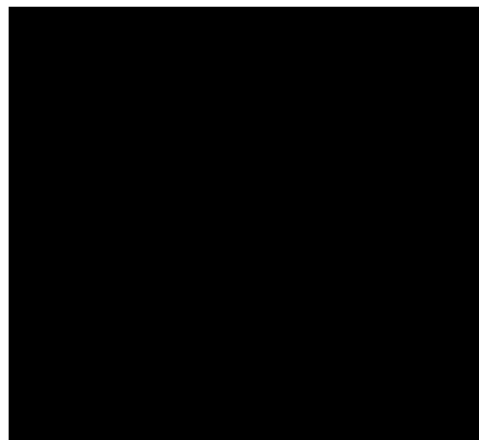
THENCE North $89^{\circ}10'56''$ East, a distance of 49.08 feet, to the POINT OF BEGINNING.

Containing 46.6521 acres, or 2,032,167 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the ALTA for Loop 101 and Thunderbird road, WP# 042141, ALTA for Triana Park Phase II, WP# 042141.80, and ALTA for Triana Parcel I, WP# 042141.81 and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

20060117 Parcel Description of Triana (042141.85) (042141.81) (042141.80).doc



Land Use Designation Exhibit

Geographically Isolated

- "Island" between river corridor and freeway corridor
- Separated from established SF neighborhoods
- Buffered location for multi-family development

Proximity to Freeway

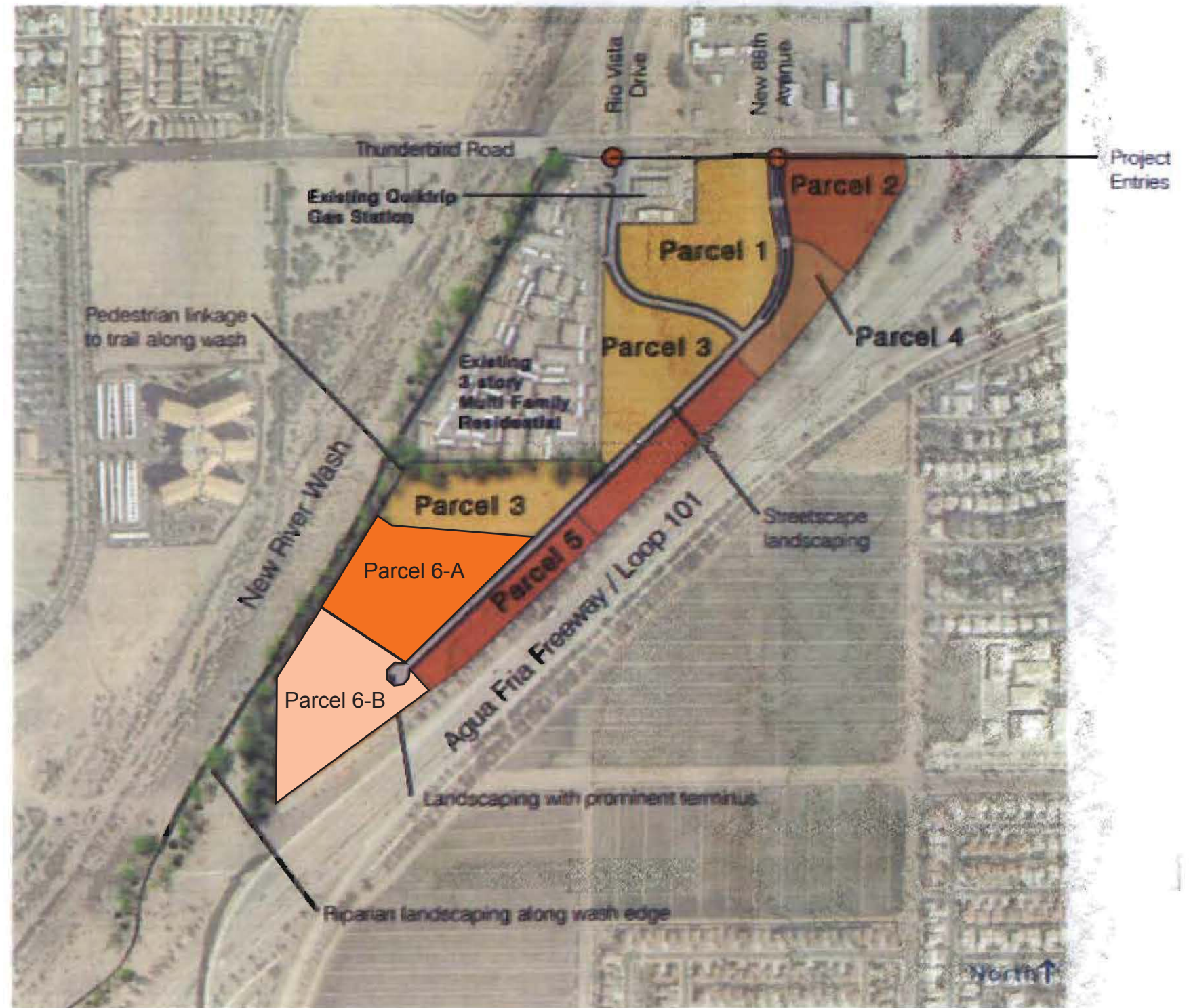
- Extensive Loop 101 frontage
- Opportunity to create gateway for Peoria
- Opportunity for major employment/tax revenues
- Vehicular access
- Project can provide visual/noise screening

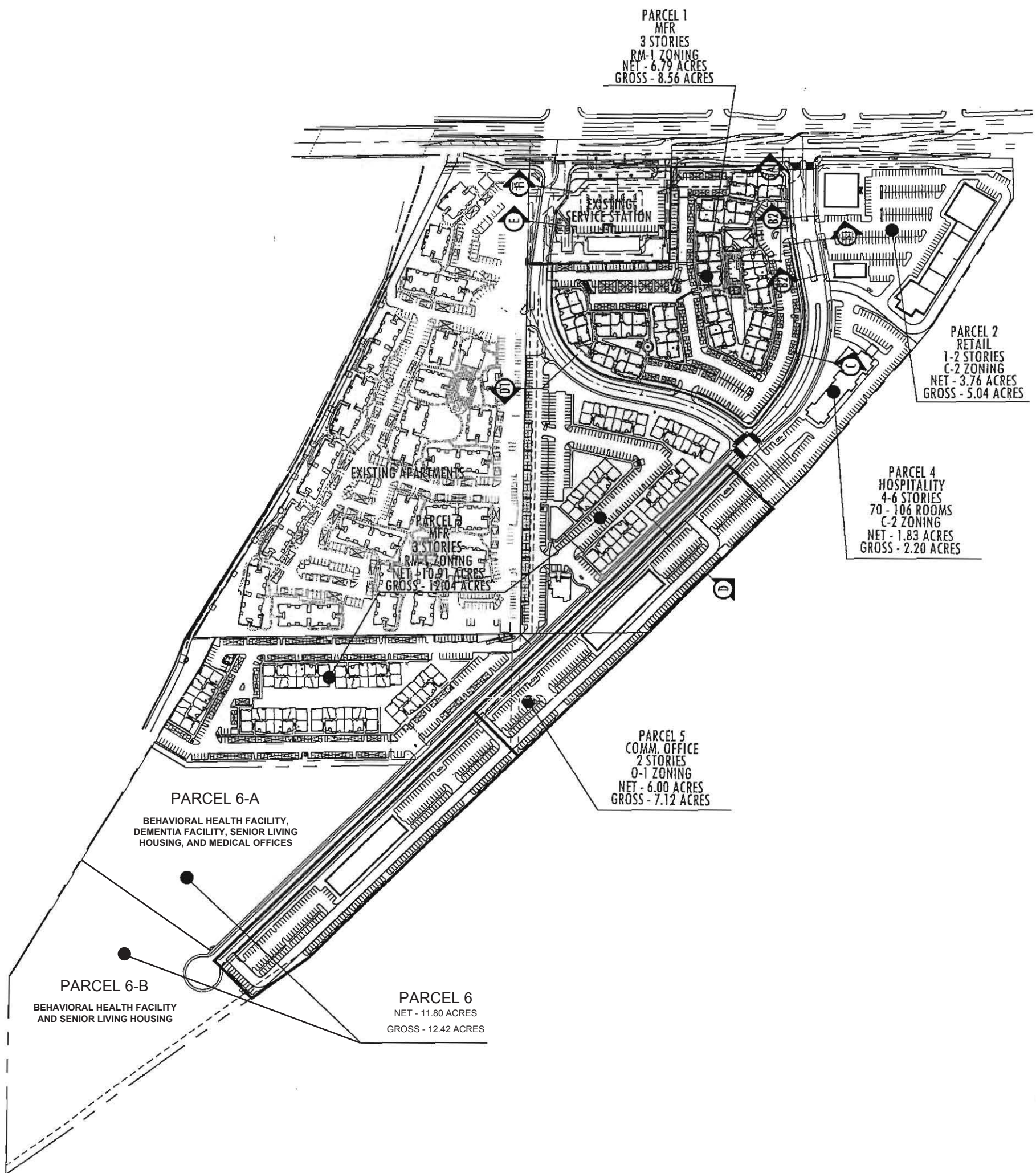
Proximity to New River Corridor

- Enhanced riverfront restoration
- Augmented riparian landscaping
- New walking trails to extend Community Park network

Parcel Summary

- Parcel 1 - Proposed Multi-family Residential
- Parcel 2 - Proposed Retail
- Parcel 3 - Proposed Multi-family Residential
- Parcel 4 - Proposed Hotel
- Parcel 5 - Proposed Office Condominiums
- Parcel 6A - Proposed Behavioral Health Facility, Dementia Facility, Senior Living Housing and Medical Offices
- Parcel 6B - Proposed Behavioral Health Facility and Senior Living Housing





TRIANA PARK

A MIXED-USE MASTER PLANNED COMMUNITY

CONCEPTUAL MASTER SITE PLAN



Parady Gray Architects, PLLC

23 FEB 2007

Gray Development Group



2555 East Camelback Road, Suite 1050

Phoenix, Arizona 85016

(602) 954-0109



30" x 5' BANNER ON 15' TALL REMOVABLE POLE



98' x 7' BUILDING MOUNTED BANNER



98' x 7' BUILDING MOUNTED BANNER

DIRECTIONAL SIGNS
(TYPICAL)

REMOVABLE "BOULEVARD
STYLE" POLES (TYPICAL)

TEMPORARY BUILDING
MOUNTED MARKETING
BANNERS (TYPICAL)



12' x 17' BUILDING MOUNTED BANNER



REPLACE EXISTING "NOW LEASING" SIGN WITH DIRECTIONAL
"INDIGO NOW LEASING" SIGN



12' x 17' BUILDING MOUNTED BANNER



20' x 18' BUILDING MOUNTED BANNER



TRIANNA MASTER DEVELOPMENT PLAN

NOTE: ALL MARKETING SIGNAGE WILL BE ON PRIVATE PROPERTY,
OUTSIDE OF PUBLIC EASEMENTS.



PROJECT NARRATIVE

Date: May 09, 2017

Re: Springdale Center
APN # 200-80-986
Trianna PAD Lot #6

The Trianna PAD is generally bounded by Thunderbird Road on the North, Loop 101 on the South and East, and the New River corridor to the West. The Property is presently a vacant lot PAD Zoned for Senior Housing and desirably located within the vicinity of approved PAD Zoned Lots including use for Office Condos, Retail, Hotel and Multi-Family Residence. This general area of Peoria has many Medical Offices, Health Centers and Hospitals in the vicinity which will function well in accordance with this new development. The proposed Springdale Center building will be approximately 43,000.00 sq.ft. one story building with a possible small administrative area two-story structure, max height 30'-0", under roof.

Dr. Satinder Purewal, who owns this property is a leading Arizona psychiatrist. He is actively involved in the development and treatment of patients who live normal and peaceful lives but require mental, behavioral and stress related health treatment services. With the ever growing population, many of his patients as well as other individuals in Arizona requiring specialized care on inpatient and outpatient bases have to wait several days as there are not enough facilities available in general Phoenix and Metropolitan Area. This ever increasing situation also becomes a social pressure on many individuals and family members who cannot get the treatment in timely manner for their loved ones.

Springdale Center to be managed and operated by Dr. Satinder Purewal is the part of this application to obtain an approval for the Behavioral Health Facility as described in this narrative.

This facility will begin by completing diagnostic procedures by personal counseling with clients and loved ones, to assess and evaluate their individual needs and strengths. Our in-depth analysis will recognize the unique needs for individuals and develop an integrated & holistic treatment plan incorporating psychiatric, medical and various non-medication therapeutic means. This facility intends to treat people 12 years of age and older; of which 25% of the population would be under 18 years of age, and the remaining 75% for over 18 years of age.

The majority of treatment offered to all age group will be for those individuals who have intellectual or emotional behavior difficulties, inherited naturally or due to their environment. As an ancillary use within this normal business practice, a small percentage of the general aggregate clientele population will include substance abuse related therapy. The Springdale



architecture all & associates

1211 w. canary way, chandler, arizona. 85286
c: 602.620.1169 e: iluba000@gmail.com



Center would not be a facility for any type of violent or aggressive behavior and thus lockdown rooms would not be necessary.

While there is not a specific zoning classification for this type of facility; it is our understanding that this PAD Zoned Lot which includes a variety of Multi-Family, Commercial and Office Condos will be an appropriate fit for this use and not adjacent to single family residence.

Architectural features and design considerations for this building is functionally designed to keep in house daily activities within the perimeter of the building and within the enclosed open-air atriums. The perimeter CMU walls with wrought iron fence will further enhance the security, privacy, and noise transmission from both sides. The building is designed with contemporary features and appealing masses of various heights, thick overhangs, glass fronts, enlarged entry porch, metal roofing, angled walls, stone veneer, steel columns, exposed block, stucco and complimentary light and dark color combinations. The front area will be nicely landscaped and parking is distributed evenly to minimize monotonous look.

We feel very confident that this type of facility will be an asset to City of Peoria and surrounding Community. We intend to work with utmost cooperation with The City of Peoria Development Department as our leading team members to complete this project in timely manners.

Project Particulars:

- 1. Hours of operation:** Administrative from 8am - 5pm and In-Patient 24 hour
- 2. Maximum # of patients the facility can accommodate at one time:** 108 Total patients
- 3. How many wards there are:** (4) Individual Wings
- 4. How many beds per ward:**

Wing-(I)	24 beds
Wing-(II)	24 beds
Wing-(III)	30 beds
Wing-(IV)	30 beds
- 5. Total # of staff with a breakdown by positions:**

(52) Total aggregate # of staff
(4) Doctors
(24) Nurses
(14) Misc. In-House
(10) Administrative
- 6. Average # of staff working at one time with a breakdown by positions:**

<u>Shift-A (8am to 5pm)</u>	<u>Shift-B (5pm to 12am)</u>	<u>Shift-C (12am to 8am)</u>
(10) Administrative	-	-
(4) Doctors	-	-
(8) Nurses	(8) Nurses	(8) Nurses
<u>(6) Misc. In-House</u>	<u>(4) Misc. In-House</u>	<u>(4) Misc. In-House</u>
(28) Total staff	(12) Total staff	(12) Total staff



7. **Time frames for change of staff:** (8am to 5pm) - (5pm to 12am) - (12am to 8am)
8. **Which entrances potential patients can use:** Main Lobby Entrance
9. **How they are being dropped off:** Patients will drive themselves or be dropped off (by family members).
No ambulance drop offs required
10. **Is it voluntary or involuntary or both:** All Patients are Voluntary
11. **The minimum, average, maximum time frame for patient stays:**
Minimum Time: 1 Night - Average Time: 5-10 Days - Maximum Time: N/A

Treatments can vary in a combination with Depression, Anxiety, Mood Swings & Detox.
Type of Treatment does not specifically affect the Min., Ave. or Max. Time Frame
12. **The hours of operation for the atrium:** Day-Light Hours
13. **How patients leave:** Patients will be escorted by staff members from Main or Side Exits to their personal vehicles or to be picked up (by Family Member). No ambulance pick-ups required
14. **Is it voluntary or involuntary or both:** All Patients are Voluntary
15. **Which exits patients can use:** (2) Side Exits or Front Lobby Exit
16. **Precautions being taken to ensure patients leaving aren't loitering the adjacent multi-family developments:** Loitering is not an issue in this type of Facility. To ensure so; Staff members escort all patients to their transportation; whether it may be personal vehicles, being picked up by family members or pre-arraigned taxi services.
17. **Outpatients services-type of services, hours of operation, # of employees/patients**

Note: The following described services will may not be added as a part of operation for next few years.

There will be two type of structured therapy which will be an outpatient services involved for this facility.

A. The Partial Outpatient Structured Therapy Program will be five days a week. Typically patient will spend with 5 to 6 hours per day participating in psychotherapy, recreational therapy and educational groups

B. The Intensive Outpatient Structured Therapy Program will be three days a week. Typically patient will spend 9-15 hours per week participating in detailed psychotherapy, recreational therapy and educational groups.



Both above structured programs are based on nationally recognized Hazelden program, motivation enhancement therapy, reality therapy, cognitive behavioral therapy, twelve steps facilitation and dialectical behavioral therapy. Recreation, art and music therapy groups are also provided.

Hours of operation will be approximately 8 am to 7:00 pm.

Average number of patients 35-40

Staff- (4) doctors, (8) Nurses (6) Misc. in house (10) Administrative

- 18. Same info above for the dementia facility:** A dementia facility is in general a 24 hour long-term stay facility focusing on senior care. This type of facility is similar to general senior living, nursing homes and assisted care with a larger specific focus on seniors with dementia and a variety of conditions caused by Alzheimer's disease. The facility structure itself would be designed as a typical assisted care center; including bedrooms, staff areas and common spaces. This is a 24-hour voluntary facility whose clientele would typically range from 65 years of age and older and live at the center on a long-term bases.



SUMMARY OF NEIGHBORHOOD MEETING 08-07-18

08-08-17

Hello Jenifer

Re: Springdale Center
Triana Park PAD
13270 N. 88 TH. AVE
PEORIA, AZ. 85381
CASE # ZO5-07A.5

Neighborhood meeting was held on above referenced project on Tuesday 08-07-2018 at 5:30 PM IHOP Restaurant located at 8359 West Bell Rd, Peoria, AZ. 85382-3701.

Synopsis of the meeting is as follow:

Present at the meeting as per attached sign in sheet were two neighbors, Vice Mayor, City representative, Owner of the project, Architect and Owners representatives.

The meeting ended with a well satisfied understanding by the neighbors after question were answered and concerns clarified.

Architect briefly described the project facility, Site layout, function of the building as being inpatient type and overall enhancement characters of the building to go with the improvement of Triana Park as envisioned by the City Of Peoria development.

In general following major question were asked by the neighbors as listed below. The response from Architect, City representative and Owner's representative are summarized in bold Italic fonts.

1. Is this project is rezoning?

It was explained that it is not a rezoning of the property but rather an amendment of approved Triana Park guide line for the use of the building type proposed

2. Will there be any Landscape buffer on street side approaching the Site on 88 th. Ave towards end S.W. Cul-De-Sac

It was explained that there will be landscaping buffer and it is also require by the city

3. Is this a 24 hour facility?

We explained that facility is 24 hours as patient stay there, however, the actual business administration hours are from 8 am to 5 PM and there will be minimum staff & traffic involved after 5:00 pm.

4. Is there enough parking and how will be the traffic?

We explained in detail supported by the City representative as follow:

- ***Actual number of parking required for this project is significantly less than what is allowed under presently approved Tirana Park Guide lines.***
- ***Consequently there is no parking issue at all or of any concern. If needed after traffic study evaluation and findings, the left lane turn on Thunderbird to 88th ave will be extended.***
- ***There are no ambulance traffic or noise at all as this is not a hospital or emergency treatment service facility.***

5. Is this facility fenced and gated??

We explained that it is not necessary to provide gate at this facility. The patients are confined for their treatment to all the activities within building, indoor open atrium and always under the surveillance by cameras and trained staffed nurses. When patients are released they will be escorted to the point of exit until picked up by family members or approved reliable means of transportation. CMU fence with W.I. and landscape barriers will be provided as necessary along perimeter sides to restrict any pedestrian wondering around.

6. When will construction start and what about Construction Noise

It was explained that Construction Start time is unknown at this time and not for at least one year. As for the Construction noise it was clarified by the Owner and supported by the staff representative that there will be some normal construction noise but the timing will be adhered to City of Peoria Construction activity timing guide lines.

7. What will be in future Development Phase -II for vacant part of property

We explained that it will be a similar type of treatment center or medical services as business grows.

8. Is this facility will be a two story building?

We reference the plans explaining that major part of inpatient area and building function use will all be one story only. There will be some small administrative area in front lobby which will be two story.

9. Will this facility will be seen from a neighbor's residential backyard on the north side of New River?

Once again we emphasized and explained that the majority of the building is only one story and will be buffered by perimeter the landscape and this should not be an issue. The neighbor was well satisfied after getting the explanation

10. What about some unmaintained area on New River?

This item was not a part of this development . However, City Representative did take a note for the neighbor and informed them that it will be brought to City's attendance and be followed up to see what can be done.

Meeting adjourn with a brief discussion among Architect, Owners and City Representative as being a consensus that the outcome was positive and to proceed with the next step of Zoning Hearing to be decided at nearest available date and time.

Thank you

**Abdul and Samir A. Slatewala
for: Architecture All & Associates
Mobile - 602.620.1169**

Springdale Center Neighborhood Meeting (Aug 7, 2018)

	Name	Address	Phone Number
1	Abdul Slatenwa		
2	Samir Slatenwa		
3	Jon-Paul Klein		
4	Daniel Gomez		
5	Stacey Searl		
6	Simi Purnend		
7	Sam Gull		
8	Michael Fian		
9	Jennifer Fastino		
10	S. Purnend		
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Exhibit 3
Draft Ordinance

ORDINANCE NO 2018-31

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA PROVIDING CERTAIN AMENDMENTS TO THE TRIANNA PARK PLANNED AREA DEVELOPMENT (PAD) STANDARDS AND GUIDELINES REPORT; 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 20, 2018 in zoning case Z05-07A.5 in the manner prescribed by law for the purpose of considering a Major Amendment to the existing Trianna Park Planned Area Development (PAD), generally pertaining to the allowable uses within Parcel 6 and housekeeping updates pertaining to all parcels within Trianna Park.

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 31, 2018; 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 amended per the Trianna Park Planned Area Development (PAD).

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 Trianna Park PAD Standards and Guidelines Report, as contained in the staff report to the Planning and Zoning Commission for September 20, 2018.
2. The behavioral health facility and dementia facility uses shall substantially conform to the Project Narrative, as contained in the staff report to the Planning and Zoning Commission for September 20, 2018.
3. The behavioral health facility and dementia facility uses shall obtain all necessary permits and approvals as required by the City of Peoria Building Department, the City of Peoria Fire Department, and the Arizona Department of Health Services.

4. The development of Parcel 6-B shall include a pedestrian access to the New River Trail.
5. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z05-07 (Triana Park PAD) or any successive amendment. Those conditions shall remain in force for the PAD.
6. A Final Traffic Impact Study/Analysis shall be submitted and reviewed in conjunction with the Site Plan Review application and ultimately approved prior to the issuance of civil improvement plans.
7. The left turning lane on Thunderbird Road onto 88th Avenue shall be extended as approved through the Final Traffic Impact Study/Analysis.
8. The Developer shall comply with all City of Peoria Engineering Design Standards, policies, and requirements at the time of development and civil improvement plan submittal.

SECTION 3. 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 16th day of October, 2018.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in: Peoria Times

Pub. Dates: October 26, 2018

Effective Date:

EXHIBIT A Legal Description

Trianna Park

A parcel of land lying within Section 15, Township 3 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 15, a brass cap flush, from which the northwest corner of said section, a 1-inch iron bar, bears South 89°10'56" West (basis of bearing), a distance of 2640.52 feet;

THENCE along the north-south mid-section line of said section, South 00°58'06" West, a distance of 63.35 feet;

THENCE leaving said north-south mid-section line, South 87°44'14" West, a distance of 66.68 feet, to a point on the westerly right-of-way line of Loop 101, recorded in Document No. 89-581755, Maricopa County Records (M.C.R.), also being the **POINT OF BEGINNING**;

THENCE along said westerly right-of-way line, South 02°15'46" East, a distance of 101.55 feet;

THENCE South 31°24'20" West, a distance of 393.19 feet;

THENCE South 39°20'29" West, a distance of 503.17 feet;

THENCE South 44°33'13" West, a distance of 604.93 feet, to a point on the south line of the northeast quarter of the northwest quarter of said section;

THENCE leaving the westerly right-of-way line of said Loop 101, recorded in Document No. 89-581755, along the westerly right-of-way line of Loop 101, recorded in Document No.'s 89-361070 and 89-396071, South 45°45'10" West, a distance of 1234.41 feet;

THENCE leaving the westerly right-of-way line of said Loop 101, along the westerly right-of-way line of Loop 101, per A.D.O.T. project no. 600-0-703, resolution no. 91-06-A-048, South 53°37'13" West, a distance of 979.92 feet, to a point on the west line of the southwest quarter of said section;

THENCE leaving said westerly right-of-way line, along said west line, North 00°56'41" East, a distance of 118.81 feet, to the west quarter corner of said section;

THENCE leaving the west line of said southwest quarter, along the west line of said northwest quarter, North 00°56'34" East, a distance of 411.68 feet;

THENCE leaving said west line, along the easterly line of Maricopa County Flood Control, recorded in Document No. 94-0795772, M.C.R., North 31°16'55" East, a distance of 962.65 feet;

THENCE North 25°36'31" East, a distance of 84.69 feet, to the southerly line of River Walk Apartments, recorded in Book 562, page 36, M.C.R.;

THENCE leaving said easterly line, along said southerly line, North 89°20'12" East, a distance of 798.07 feet, to the southeast corner of said River Walk Apartments;

THENCE leaving said southerly line, along the easterly line of said Riverwalk Apartments, North 00°57'19" East, a distance of 981.30 feet, to the southwest corner of Quicktrip Corporation Parcel, recorded in Document No. 03-128455;

THENCE leaving said easterly line, along the southerly line of said Quicktrip Corporation Parcel, North $89^{\circ}13'15''$ East, a distance of 370.17 feet, to the southeast corner of said Quicktrip Corporation Parcel;

THENCE leaving said southerly line, along the easterly line of said Quicktrip Corporation Parcel, North $00^{\circ}57'19''$ East, a distance of 294.33 feet, to a point on the southerly right-of-way line of Thunderbird Road;

THENCE leaving said easterly line, along said southerly right-of-way line, North $89^{\circ}10'56''$ East, a distance of 289.95 feet;

THENCE North $89^{\circ}10'56''$ East, a distance of 198.39 feet;

THENCE South $00^{\circ}49'04''$ East, a distance of 7.00 feet, to the southerly A.D.O.T. right-of-way line of Thunderbird Road as recorded in Document No. 89-581755, M.C.R.;

THENCE leaving said southerly right-of-way line, along said southerly A.D.O.T. right-of-way line, South $86^{\circ}25'13''$ East, a distance of 195.64 feet;

THENCE South $87^{\circ}00'12''$ East, a distance of 150.33 feet;

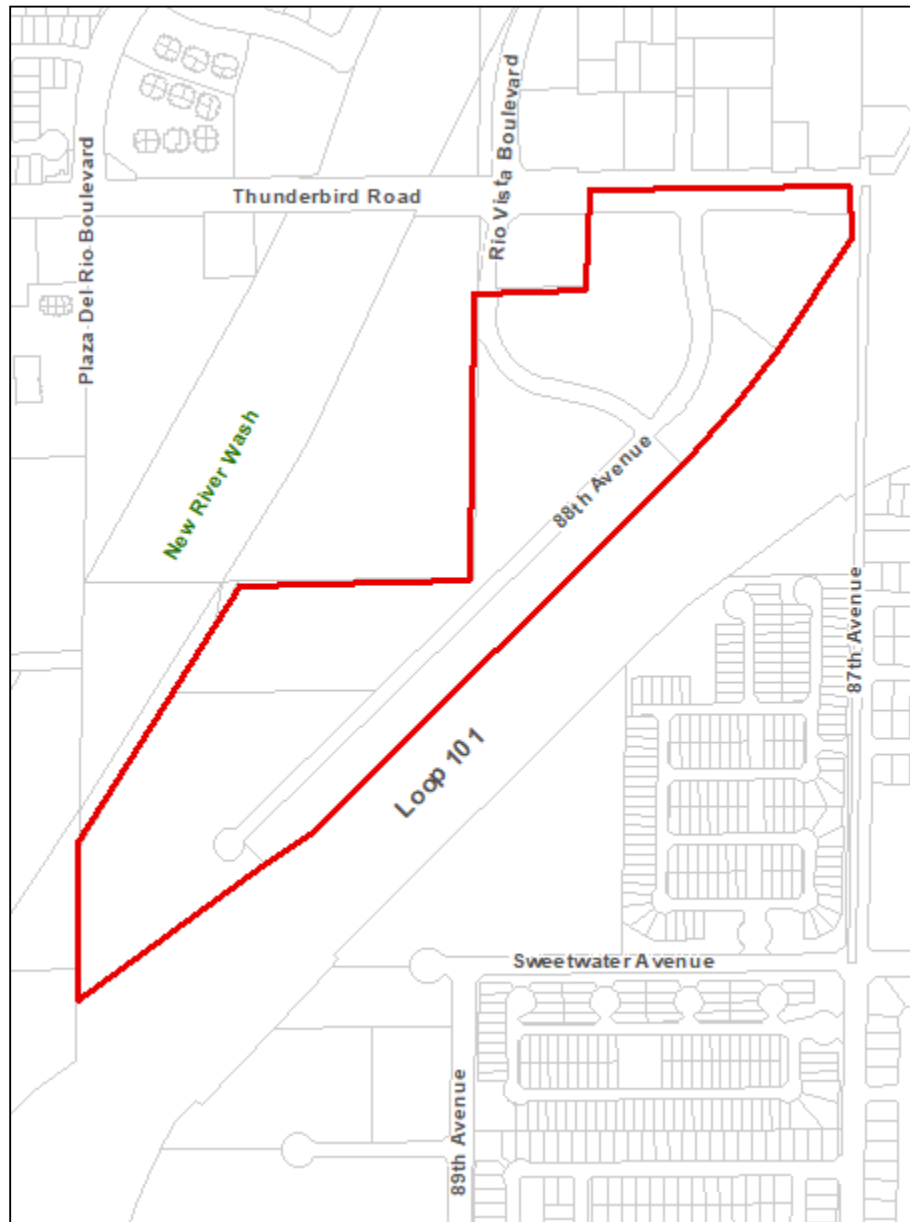
THENCE North $89^{\circ}10'56''$ East, a distance of 49.08 feet, to the **POINT OF BEGINNING**.

Containing 46.6521 acres, or 2,032,167 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the ALTA for Loop 101 and Thunderbird road, WP# 042141, ALTA for Triana Park Phase II, WP# 042141.80, and ALTA for Triana Parcel 1, WP# 042141.81 and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2004 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

EXHIBIT B



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C.

Date Prepared: 9/24/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Art Miller, Chief of Police
SUBJECT: Grant, Arizona Department of Homeland Security, Statewide Disaster Response Program

Purpose:

Discussion and possible action to: (a) accept two grants from the Arizona Department of Homeland Security in the amount of \$55,867; and (b) approve a budget adjustment in the amount of \$55,867 from the Proposed Grants Contingency account to the Homeland Security Fund.

Summary:

The Peoria Police Department desires to accept 2018 Homeland Security Grant funds from the Arizona Department of Homeland Security (AZDOHS) in the amount of \$55,867. These funds will assist in further integrating Peoria as part of the statewide disaster response program. This will be done by 1) strengthening chemical, biological, radiological, nuclear or explosive (CBRNE) weapon detection, response and decontamination capabilities; and 2) sustaining and enhancing the Terrorism Liaison Officer (TLO) program.

The Department has been awarded \$38,168 to enhance the functionality of the Peoria Special Weapons and Tactics (SWAT) team CBRNE response. Funds will be used to purchase communication, protective and surveillance equipment for use in tactical operations. Funding will also be used to provide training to tactical team members. The new equipment and training purchased with these funds will enhance search and detection capabilities of the SWAT team in the event a CBRNE response is needed.

The Department has also been awarded \$17,699 to support TLO operations. The TLO program functions as a Field Intelligence Unit supporting police tactical, hazardous material, explosive special operations and uncommon event types. Funds granted will be used to purchase equipment and training for the TLO response unit.

Previous Actions/Background:

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

Options:

A: Accept two grant awards in the amount of \$55,867 from the Arizona Department of Homeland Security and approve a budget adjustment in the amount of \$55,867 from the Proposed Grants Contingency Account to the Homeland Security Fund.

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

Staff Recommendation:

Authorize the Peoria Police Department to accept two grants totaling \$55,867 from the Arizona Department of Homeland Security and approve a budget adjustment, thus providing expenditure authority.

Fiscal Analysis:

Request a budget adjustment of \$55,867 from the Proposed Grants Contingency account (7990-7990-570000) to the following Homeland Security Grant Funds (7545-7795-various accounts):

Account #	Description	Amount
7545-7795-520510	Overnight Travel/Training	\$11,750
7545-7795-520511	Local Training	\$12,950
7545-7795-532510	Telecommunications Services	\$ 1,449
7545-7795-530028	Electronic Supplies/Equipment	\$29,718
	TOTAL	\$55,867

ATTACHMENTS:

Award Letter & Subrecipient Agreement - AZDOHS TLO Grant 180814-01

Award Letter & Subrecipient Agreement - AZDOHS CBRNE Grant 180814-02

Contact Name and Number:

Art Miller, Chief of Police, (623) 773-7059



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 21, 2018

Chief of Police Art Miller
Peoria Police Department
8351 W. Cinnabar Ave
Peoria, AZ 85345-2701

Subject: FFY 2018 Homeland Security Grant Program Award
Subrecipient Agreement Number: **180814-01**
Project Title: **FY18 TLO Sustainment**

Dear Chief of Police Art Miller,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**FY18 TLO Sustainment**" has been **fully funded** under the 2018 Urban Area Security Initiative Grant Program for **\$17,699**. The grant performance period is **October 1, 2018 to September 30, 2019**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of \$25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2019, this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

and expenditures cannot take place until October 1, 2018. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A large black rectangular redaction box covering the signature of Gilbert M. Orrantia.

Gilbert M. Orrantia
Director

SUBRECIPIENT AGREEMENT

18-AZDOHS-HSGP-180814-01

Between

The Arizona Department of Homeland Security

And

Peoria Police Department (DUNS# 002494128)

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

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

I. PURPOSE OF AGREEMENT

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

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2018** and shall terminate on **September 30, 2019**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"FY18 TLO Sustainment"** and funded at **\$17,699** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004 and CFDA #97.067:

- a. Provide up to **\$17,699** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE REGULATIONS

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

Davis Bacon Act

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

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

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

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

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

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

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

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

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

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

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

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

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

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

E-Verify

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

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

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

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment

as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.
- f) Equipment Record Retention
 - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

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

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

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

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:

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

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

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

f) Financial Reimbursements

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

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

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

Article B – Acceptance of Post Award Changes

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

Article C - Procurement of Recovered Materials

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

Article D - Whistleblower Protection Act

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

Article E - Use of DHS Seal, Logo and Flags

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

Article F - USA Patriot Act of 2001

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

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

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

Article I - Rehabilitation Act of 1973

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

Article J - Trafficking Victims Protection Act of 2000

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

Article K - Terrorist Financing

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

Article L - SAFECOM

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

Article M - Reporting Subawards and Executive Compensation

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

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

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

Article P - Civil Rights Act of 1964 - Title VI

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

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

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

Article S - Age Discrimination Act of 1975

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

Article T - Activities Conducted Abroad

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

Article U - Acknowledgement of Federal Funding from DHS

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

Article V - DHS Specific Acknowledgements and Assurances

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

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

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

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

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

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

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

Article X - Patents and Intellectual Property Rights

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

Article Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AB – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

Article AE - Hotel and Motel Fire Safety Act of 1990

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

Article AF - Fly America Act of 1974

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

Article AG - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AH - Federal Debt Status

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

Article AI - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

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

Article AL - Duplication of Benefits

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

Article AM - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

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

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

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

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

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

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

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

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

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

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

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

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

Chief Art Miller

Title, First & Last Name Above

Peoria Police Department

Agency Name Above

8351 W. Cinnabar Avenue

Street Address Above

Peoria, AZ 85345

City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Peoria Police Department

Agency Name Above

Authorized Signature Above

Art Miller, Chief of Police

Print Name & Title Above

Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

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



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 21, 2018

Chief of Police Art Miller
Peoria Police Department
8351 W. Cinnabar Avenue
Peoria, AZ 85345-2701

Subject: FFY 2018 Homeland Security Grant Program Award
Subrecipient Agreement Number: **180814-02**
Project Title: **FY18 Phoenix Urban Area CBRNE Reponse for Law Enforcement**

Dear Chief of Police Art Miller,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**FY18 Phoenix Urban Area CBRNE Reponse for Law Enforcement**" has been **partially funded** under the 2018 Urban Area Security Initiative Grant Program for **\$38,168**. The grant performance period is **October 1, 2018 to September 30, 2019**. Your application will be kept on file for additional funding consideration if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of \$25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2019, this award is rescinded and the funds will be reallocated.**



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2018. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A black rectangular box redacting the signature of Gilbert M. Orrantia.

Gilbert M. Orrantia
Director

SUBRECIPIENT AGREEMENT

18-AZDOHS-HSGP-180814-02

Between

The Arizona Department of Homeland Security

And

Peoria Police Department (DUNS# 002494128)

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

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

I. PURPOSE OF AGREEMENT

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

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2018** and shall terminate on **September 30, 2019**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"FY18 Phoenix Urban Area CBRNE Reponse for Law Enforcement"** and funded at **\$38,168** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004 and CFDA #97.067:

- a. Provide up to **\$38,168** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE REGULATIONS

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

Davis Bacon Act

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

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

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

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

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

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

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

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

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

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

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

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

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

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

E-Verify

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

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

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

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment

as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.
- f) Equipment Record Retention
 - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

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

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

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

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.” All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:

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

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

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

f) Financial Reimbursements

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

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

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

Article B – Acceptance of Post Award Changes

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

Article C - Procurement of Recovered Materials

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

Article D - Whistleblower Protection Act

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

Article E - Use of DHS Seal, Logo and Flags

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

Article F - USA Patriot Act of 2001

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

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

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

Article I - Rehabilitation Act of 1973

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

Article J - Trafficking Victims Protection Act of 2000

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

Article K - Terrorist Financing

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

Article L - SAFECOM

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

Article M - Reporting Subawards and Executive Compensation

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

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

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

Article P - Civil Rights Act of 1964 - Title VI

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

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

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

Article S - Age Discrimination Act of 1975

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

Article T - Activities Conducted Abroad

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

Article U - Acknowledgement of Federal Funding from DHS

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

Article V - DHS Specific Acknowledgements and Assurances

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

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

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

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

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

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

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

Article X - Patents and Intellectual Property Rights

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

Article Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AB – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

Article AE - Hotel and Motel Fire Safety Act of 1990

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

Article AF - Fly America Act of 1974

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

Article AG - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AH - Federal Debt Status

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

Article AI - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

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

Article AL - Duplication of Benefits

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

Article AM - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

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

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

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

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

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

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

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

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

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

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

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

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

Chief Art Miller

Title, First & Last Name Above
Peoria Police Department

Agency Name Above
8351 W. Cinnabar Avenue

Street Address Above
Peoria, AZ 85345

City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Peoria Police Department

Agency Name Above

Authorized Signature Above
Art Miller, Chief of Police

Print Name & Title Above

Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C.

Date Prepared: 9/27/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: John R. Sefton, Jr., Parks, Recreation & Community Facilities Director

SUBJECT: Acceptance of Grant, State Grants-in-Aid, System Wide Library Professional Development and Audio CD Material for Sunrise Mountain Library

Purpose:

Discussion and possible action to: (a) accept the State Grants-in-Aid funding in the amount of \$8,138 administered by the Arizona State Library, Archives and Public Records to provide system-wide professional development funding for both libraries to expand the audiobook CD collection at Sunrise Mountain Library; and (b) authorize a budget amendment in the amount of \$6,138 from the Proposed Grant Contingency account to the Library Materials and Subscriptions account and in the amount of \$2000 to the Training/Meeting-Local account, for a total of \$8,138.

Summary:

The State Grants-in-Aid program was developed in 1981 through legislative appropriations with the State Library as administrator to help Arizona libraries meet the information needs of Arizona residents.

Arizona county library districts and cities with populations of 100,000 or more qualify for an annual award from the State Library. These grants are used to improve library collections, provide education and training opportunities, improve programming for children and adults, and to acquire computers and automation of library procedures.

The grant funds this year, along with an equal number of matching funds, will purchase additional adult audiobooks in CD format at Sunrise Mountain Library, and will provide the necessary funding for a professional presenter for the all-staff professional development day. A final report is required at the end of the grant period, which requires a narrative, budget and certification.

Previous Actions/Background:

There has been no previous action on this item.

Options:

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

A: The Council can accept the approved grant and approve the associated budget amendment.

B: The Council cannot accept the approved grant and the associated budget amendment.

Staff Recommendation:

Staff recommends to: a) accept the State Grant in Aid funding; and b) and approve a budget transfer from the proposed grant contingency account to library materials and subscriptions account in the amount of \$6,138, and to training/meeting-local account in the amount of \$2,000, totaling \$8,138.

Fiscal Analysis:

The equal match requirement is available in the current operating budget. Staff requests a budget amendment for \$8,138 from proposed grant contingency account 7990-7990-57000 to the library materials and subscriptions account 1000-1550-530002 in the amount of \$6,138 and to the local training account 1000-1540-520511 in the amount of \$2,000, and to authorize use of the funds accordingly.

ATTACHMENTS:

Library Grant Attachment

Contact Name and Number:

Nathaniel Washburn, (623) 773-7557



MICHELE REAGAN
Secretary of State
State of Arizona

**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE

Holly Henley
State Librarian & Director of Library Services

PROVIDING ACCESS
Preserving Arizona
Arizona State Library,
Archives and Public Records

Award Notification for State Grants-in-Aid

Library Name & Address: Peoria Public Library 8463 W. Monroe St. Peoria, AZ 85345		State Project Number: SGIA 19-A-19	
Project Name: SGIA 2019		Project Manager: Nathaniel Washburn	
Program Information: http://www.azlibrary.gov/libdev/funding/sgia		Amount Awarded: \$8,138	
Period of Performance: July 1, 2018 to June 30, 2019		Final Report Due: July 31, 2019	
Contact for SGIA grant questions: Janet "Jaime" Ball, Library Development Administrator	Phone: 602-542-6266	Email: jball@azlibrary.gov	

When possible, please acknowledge SGIA as follows:

This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with funds appropriated by the Arizona State Legislature.

Holly Henley, State Librarian & Director of Library Services

8/8/18

Date

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C.

Date Prepared: 10/1/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

FROM: Adina C. Lund, Development and Engineering Director

SUBJECT: Intergovernmental Agreement, Flood Control District of Maricopa County, Recreational Use of the New River Dam for Paloma Community Park, Lake Pleasant Parkway and Dixileta Drive

Purpose:

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the Flood Control District of Maricopa County for the recreational use of approximately 2700 acres behind the New River Dam for Paloma Community Park, passive recreation, and hiking-biking trails.

Summary:

In January 2016, the City of Peoria entered into an IGA with the Flood Control District of Maricopa County to fund plan review and permit fees assessed by the US Army Corps of Engineers to the District (local agency sponsor) for the design of Peoria's Paloma Community Park. Since then, the park design has been completed, permits from the various agencies involved have been sought, and on June 5th the Council awarded the Guaranteed Maximum Price (GMP) construction contract to Hunter Contracting Co.

During the summer of 2018, the project's focus turned to conducting the final cultural investigations on the site to obtain the necessary federal, state, and tribal clearances to commence construction. Staff is pleased to report that the cultural investigations yielded no unanticipated, project impeding findings. Staff anticipates the construction clearances will be officially received within two to three months.

The Paloma Community Park is made possible in the New River Dam impoundment area through recreational land use restrictions on what was once Bureau of Land Management (BLM) owned land. The 450 acre parcel that Paloma will be developed on is now owned by the Flood Control District of Maricopa County, the custodial flood control agency for US Army Corps of Engineers constructed dam and dike structures. An IGA that establishes the long term roles and responsibilities of each agency must now be executed.

The **"Intergovernmental Agreement for the Recreational Use of the New River Dam for**

the City of Peoria Paloma Community Park Between The City of Peoria and the Flood Control District of Maricopa County” has been reviewed by the relevant Peoria department stakeholders and the City Attorney’s office and is being assembled by the District for final execution and recording. The November 13th Peoria City Council meeting and the November 28th District Board of Directors Meeting are too close in sequence for the executed agreement to pass from one agency to the next, potentially delaying a groundbreaking and/or start of construction.

The key provisions of the IGA are extracted for the Mayor and Council’s review:

- The IGA grants a no-cost, non-exclusive recreational use easement for the Paloma Community Park on the 450 acre parcel, District owned parcel. Further, the IGA anticipates the future granting of a no-cost, non-exclusive recreational use easement for public recreation purposes within the balance of the New River impoundment area, totaling approximately 2,700 acres extending from Lake Pleasant Parkway to Sonoran Mountain Ranch, north of the New River Dam (reference Exhibit 3);
- The IGA shall expire twenty-five (25) years from the date of recording with the Maricopa County Recorder; however, the separately recorded perpetual easement grant, and indemnification provisions of the IGA shall survive expiration of the agreement;
- The Flood Control District is providing no funding for any of Peoria’s capital improvements or future operating costs. The City must pay all published District plan review, permitting, and inspection fees for any capital improvements;
- The US Army Corps of Engineers only issues Section 408 permissions to local sponsors for Corps projects. The local sponsor, the District, in partnership with Peoria, has (and will) apply for and obtain a Section 408 permission from the Corps for this and future projects;
- The safety and function of the Dam facilities must be maintained throughout the life of the Dam;
- Peoria may propose and construct a future trail system within the New River Dam impoundment area to facilitate a continuous trail system and connect to adjacent, off-site Peoria facilities and a potential Paloma Community Park expansion;
- Per an underlying BLM land use stipulation, all revenues derived from any source at the easement area shall be used by Peoria exclusively for operations and maintenance of the improvements and to benefit programs and capital projects for the permitted uses within the easement area;
- Both parties are responsible to enable the functions of the other (recreation and dam maintenance) with each responsible for their own maintenance and avoidance of damage to the other’s infrastructure;
- Peoria will be responsible for dust control in recreation areas, periodic inspections of utilities crossing the dike structure, law enforcement, and facility, landscape, or trail maintenance;
- Both parties will jointly develop and maintain Emergency Evacuation Plan(s) for the easement area;
- The District retains the sole authority to take appropriate action to warn the public and, if necessary, cause the evacuation of the easement area;
- The IGA incorporates and enforces, by reference the “New River Dam Impoundment Area Development Restrictions and Guidelines for Development and Uses Within the Dam impoundment Area”, a living document which was reviewed and approved by the US Army Corps of Engineers specifically for this IGA and which:
 - Memorializes the important flood level designations for the New River Dam;

- Limits the storage of any materials or contaminants within the impoundment area, a waters of the USA flow channel and reservoir;
- Reinforces the federal regulations and permitting requirements applicable to these and future improvements within the easement area;

The development of recreational amenities on federal lands, or upon lands with federally constructed dam structures is not without ample precedent. Nearby, in the City of Phoenix, Wet & Wild Water Park, Victory Lane Sports Complex, Phoenix Kart Racing Association, and the 500 Golf Club all reside within the impoundment pool of Adobe Dam. Many of this IGA's terms, conditions, and ongoing requirements are modeled after the Adobe Dam agreements(s).

Previous Actions/Background:

In January 2016, the City of Peoria approved an IGA with the Flood Control District of Maricopa County (Board of Supervisors approval March 2016) to fund plan review and permit fees assessed by the US Army Corps of Engineers to the District for the design of Peoria's Paloma Community Park.

Options:

A: Approve an IGA with the Flood Control District of Maricopa County for the recreational use of the New River Dam for Paloma Community Park and future recreational amenities, authorizing the City Manager to execute the final IGA once received.

B: Do not approve the IGA. Staff will seek clarification from the Council on execution alternatives.

Staff Recommendation:

Staff recommends that Council approve an IGA with the Flood Control District of Maricopa County for the recreational use of the New River Dam for Paloma Community Park and future recreational amenities. This agreement enables the construction of the Paloma Community Park.

Fiscal Analysis:

None.

ATTACHMENTS:

Exhibit 1 - Location Map

Exhibit 2 - Vicinity Map

Exhibit 3 - New River Flood Pool Improvement Limits

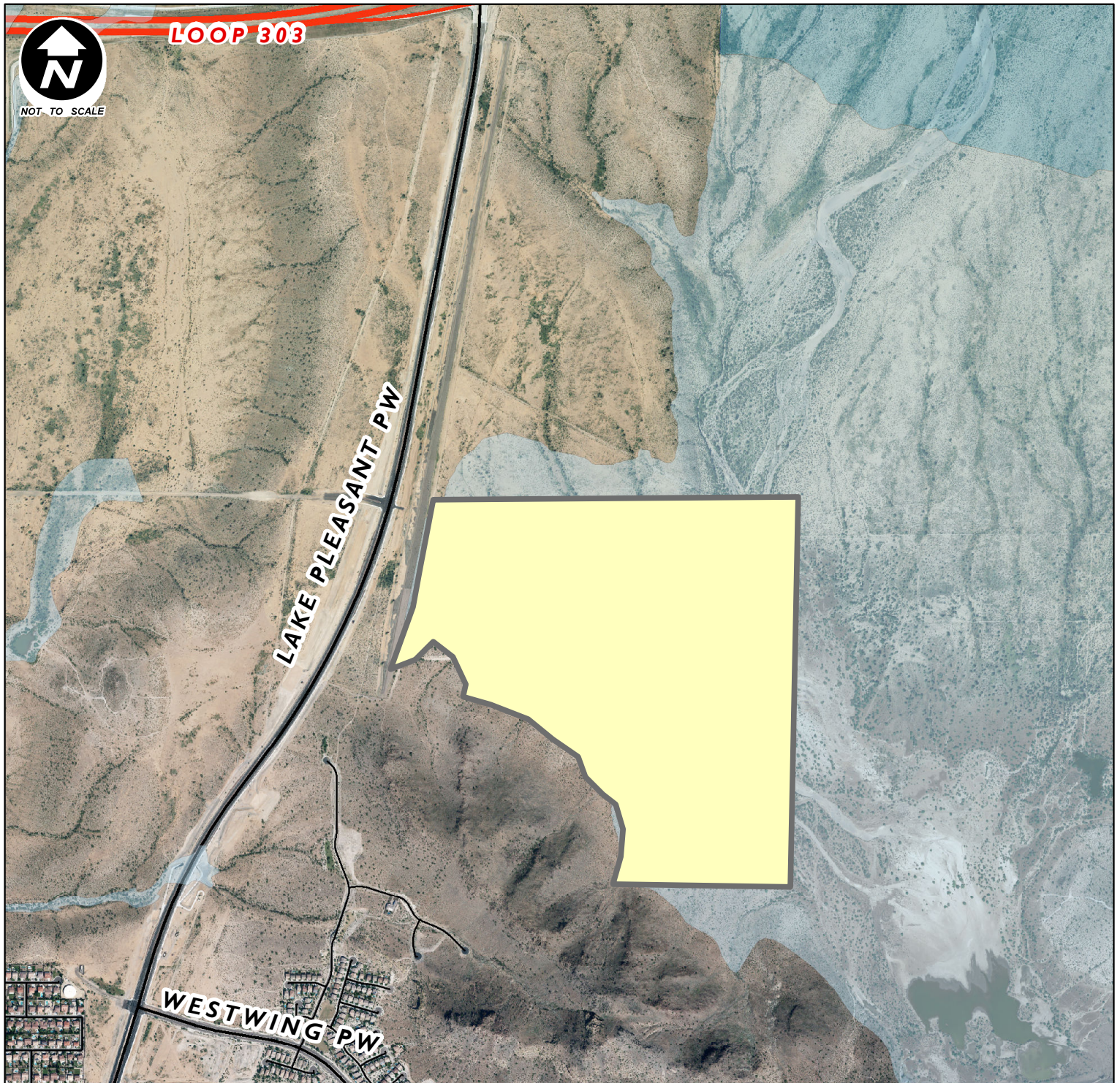
Contact Name and Number:

Adina Lund, Development and Engineering Director, (623) 773-7249



City of Peoria
DEVELOPMENT AND ENGINEERING

Northern Community Park
Location Map



LEGEND

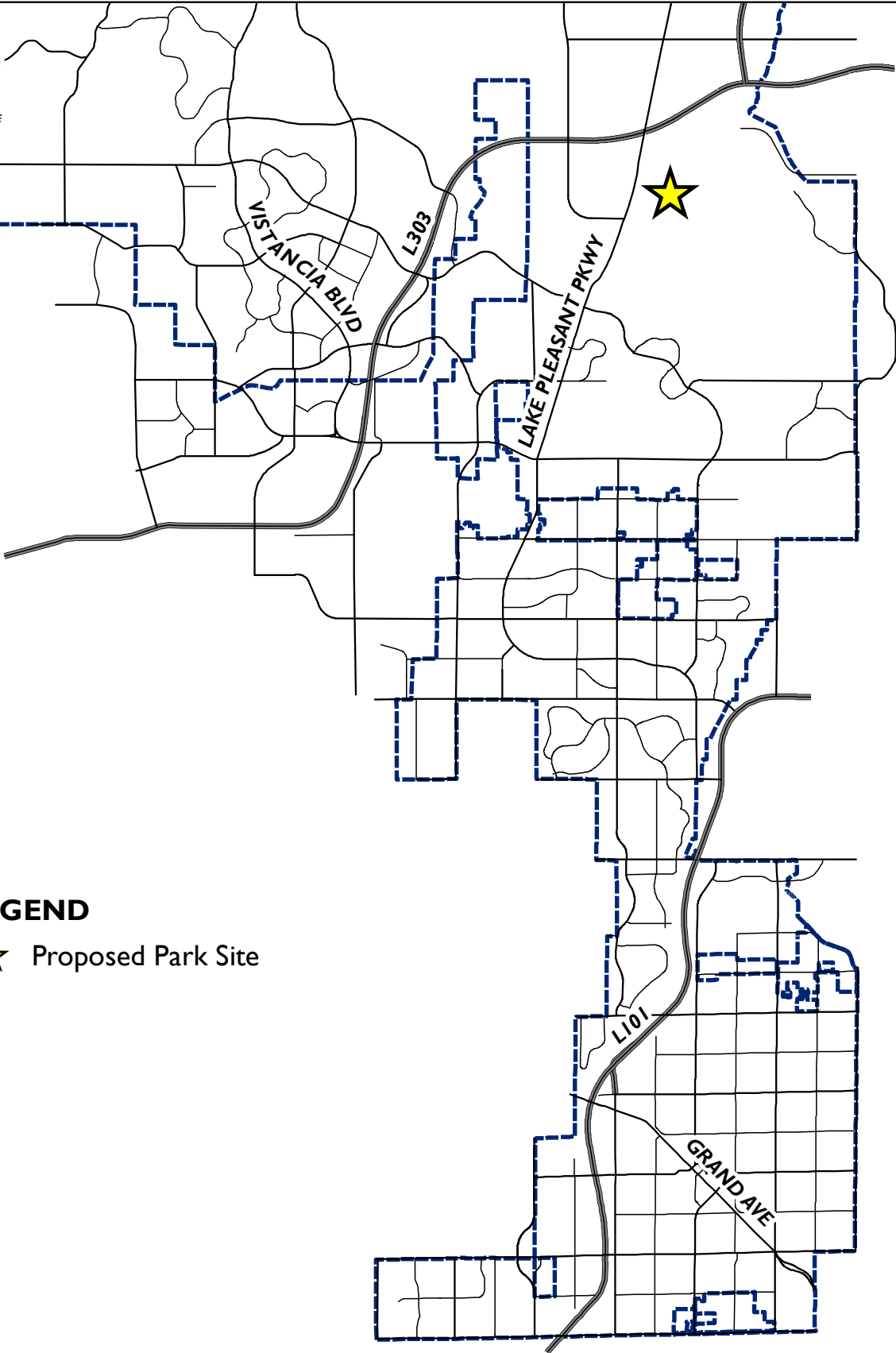
 Proposed Park Site



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



NOT TO SCALE

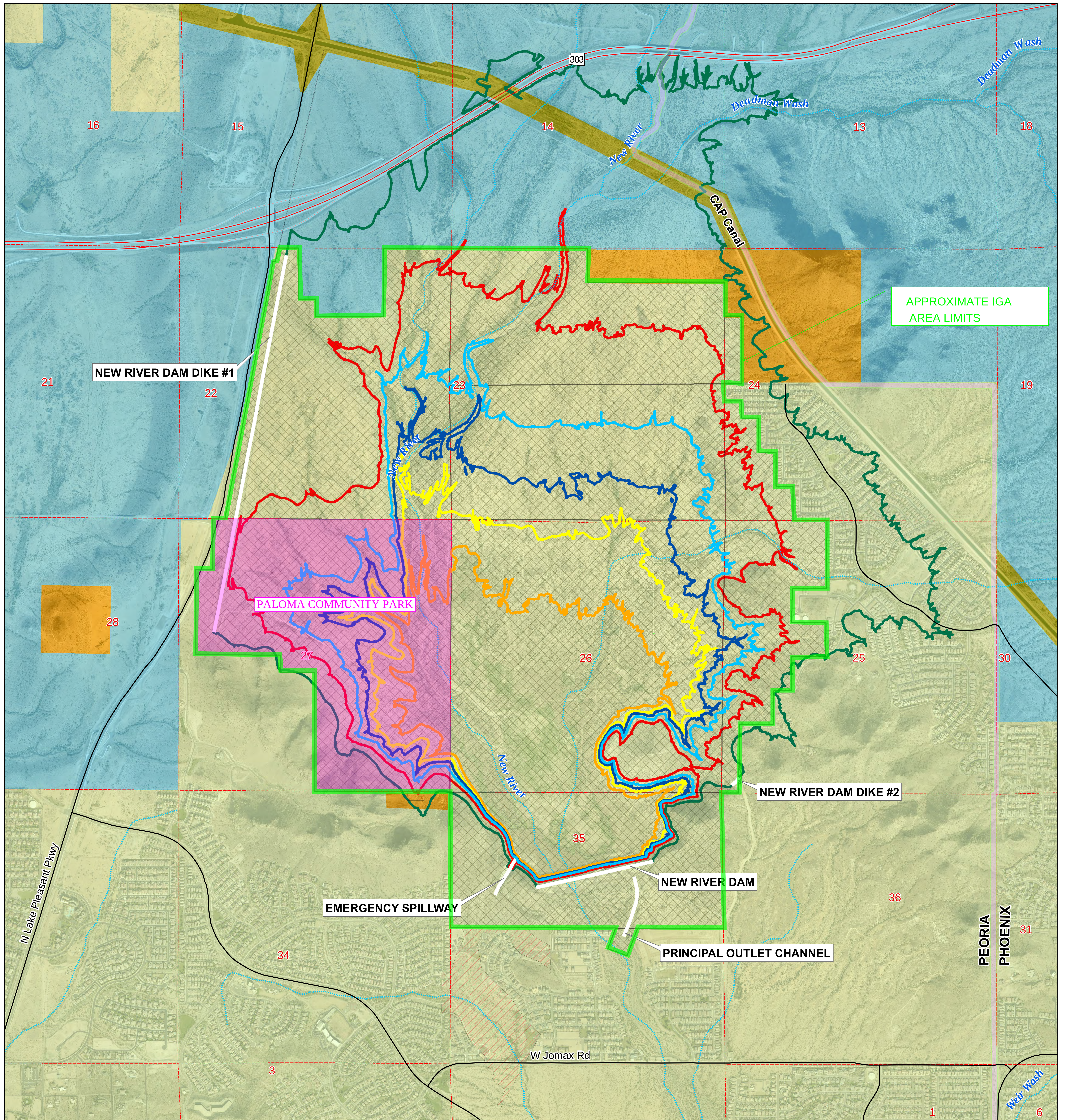


LEGEND

★ Proposed Park Site



NEW RIVER DAM FLOOD POOL IMPOUNDMENT LIMITS



2801 West Durango Street, Phoenix, Arizona 89005, 602-506-1501

Flood Control District of Maricopa County, GIS Division, 2/17/2016

- Linear Structure - Rivers and Washes New River Dam Flood Pool - Top of Dam Elevation = 1,489.5' - Standard Project Flood (SPF) Flood Pool Elevation = 1,458.5' 100-Year Single Storm Event Flood Pool Elevation = 1,445.5' 50-Year Single Storm Event Flood Pool Elevation = 1,438.5' 25-Year Single Storm Event Flood Pool Elevation = 1,431.5' 10-Year Single Storm Event Flood Pool Elevation = 1,422.0' Note: The area below the SPF is in FEMA Flood Zone A Aerial: Photography: 2015 Vertical Control NAVD1988	FCDMC Parcels - Easement - Fee Land Land Management Ownership - Bureau of Land Mgmt. - Bureau of Reclamation - Private - State Trust Land
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2,000 1,000 0 2,000 Feet

N

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C.

Date Prepared: 10/3/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Art Miller, Chief of Police

SUBJECT: Intergovernmental Agreement, Peoria Unified School District, Peoria Police Department Pipeline Internship Program

Purpose:

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement with the Peoria Unified School District (PUSD) to participate in an unpaid pipeline internship program providing law enforcement training to students of the PUSD Career and Technical Education (CTE) Works Law Enforcement Program.

Summary:

This IGA is an agreement between the Peoria Unified School District (PUSD) and the City of Peoria to participate in an unpaid pipeline internship program that provides law enforcement training to PUSD students in the CTE Works Law Enforcement Program, while creating a potential pipeline of future candidates for hard-to-fill positions within the police department.

The Peoria Police Department Pipeline Internship Program is designed to establish and maintain a professional working relationship with PUSD students and provide training in specific law enforcement areas. This unpaid internship will allow students the opportunity to gain experience in specific law enforcement positions. Once accepted into the program, the student will begin working in either a Police Communications/911 or a Police Aide track to explore those career fields and learn the duties of that designated position. This program will assist the PUSD Career and Technical Education (CTE) Works program in building student skills that would transfer into possible future employment opportunities. The internship will also assist the Peoria Police Department in generating interest while preparing future candidates for these hard-to-fill positions. Students will receive school credit for completing the program.

This agreement will be effective through May 24, 2023, unless terminated sooner by mutual written consent.

Options:

A: Approve the IGA with the Peoria Unified School District to participate in the Peoria Police Department Pipeline Internship Program.

B: Choose not to approve this agreement with Peoria Unified School District.

Staff Recommendation:

Staff recommends authorizing the City Manager to approve an Intergovernmental Agreement (IGA) between the City of Peoria and the Peoria Unified School District (PUSD) to participate in the unpaid Peoria Police Department Pipeline Internship Program.

Fiscal Analysis:

This IGA creates no fiscal impact on the City of Peoria.

ATTACHMENTS:

Intergovernmental Agreement

Attachment A

Attachment B

Contact Name and Number:

Art Miller, Chief of Police, (623) 773-7059

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
PEORIA UNIFIED SCHOOL DISTRICT AND THE CITY OF PEORIA FOR THE
PIPELINE INTERNSHIP PROGRAM**

This Intergovernmental Agreement ("Agreement") is entered into this _ day of August, 2018 (the "Effective Date"), by and between the City of Peoria, an Arizona municipal corporation through its Police Department (the "City"), and the Peoria Unified School District, a political subdivision of the State of Arizona (the "District"). The City and the District are collectively referred to as "Parties" and individually as City, District and "Party."

RECITALS

WHEREAS, the District desires the City to participate in an unpaid volunteer internship program with the District to provide certain training to students of the District's Career and Technical Education Law Enforcement program ("CTE Works"), and the City is willing to provide training to these students for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District is authorized by A.R.S. § 15-342(13), A.R.S. § 11-952, and the approval of its governing board to enter into this Agreement and the City is authorized by the Peoria City Charter, Art. 1, Sec. 3(15), and A.R.S. § 11-952 et seq. to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, it is agreed between the parties as follows:

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish a relationship between the City and the District, to allow students of the District's CTE Works program who are at least 17 years old at the time of application to participate in an unpaid volunteer internship for high school credit approved by the District, and conducted by the City's Police Department. It is agreed by the Parties to be of mutual interest and advantage for selected students of the District to be provided a quality unpaid volunteer internship with the City's Police Department, in accordance with the terms and conditions outlined in the Agreement and in the CTE Works Student Intern Packet (incorporated by reference).

TERMS OF THE AGREEMENT

1. Assignment. The City shall assign staff to participate in this agreement for the school year as follows:

One (1) Police Services Officer and one (1) Communications Specialist assigned as a trainer to the Peoria Unified School District High School students.

2. Term and Termination. This Agreement shall commence on the Effective Date and shall continue until May 24, 2023, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated by either Party at any time with or without cause by providing the other Party thirty (30) days' prior written notice.

3. Relationship of Parties.

A. The personnel of one Party to this Agreement will not for any purpose be considered employees or agents of the other Party; and each Party assumes full responsibility for the actions of its personnel while performing under this Agreement. Each Party shall be solely responsible for the supervision, direction and control of its personnel. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind of the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, personnel rules or other employee-related rights or benefits accrue to such person. Similarly, the Parties agree that no person supplied by the City to accomplish the goals of this Agreement is a District employee and that no rights under the District's civil service, retirement, personnel rules or other employee-related rights or benefits accrue to such person.

4. City of Peoria Responsibilities and Goals.

A. The Peoria Police Department shall have the following responsibilities:

1. Establish and maintain a professional working relationship with students that promote a positive image of law enforcement.
2. Provide training in specific Law Enforcement areas mutually agreed upon by the Parties (see attachment A and B).
3. Process student interns for the following:
 - a. Interviews for appropriate professional development track (i.e. Police Services Officer or Communications Specialist)
 - b. Peoria Police Department Background checks

- (including polygraph testing)
 - c. Physicals and drug screenings
 - d. Psychological evaluations
 - e. Fingerprinting
4. Prepare and maintain the Training Records of each student enrolled in the internship program.

- a. To follow Attachment A and B of this intergovernmental agreement and any other associated training to the best of their abilities, dependent on availability of identified training. No training will be provided in excess of Attachment A or B without prior authorization via an amendment executed between the parties.
- b. To reserve no more than four (4) internships for School District students for the PUSD/Peoria Pipeline Internship Program each semester. City shall have the sole discretion to determine the number of internships, up to four, each semester.
- c. Ensure that all training associated with this internship shall include a qualified facilitator who will be present with the student at all times during the scheduled training.
- d. To provide each intern an easily identifiable uniform shirt at no cost to the School District or student. This uniform shirt is to be returned to the City of Peoria at the end of the internship or immediately at the termination of the student's internship.
- e. To terminate any student not adhering to the standards of the City of Peoria or the Peoria Police Department.

NOTE: If student is under 18 years of age at the time of application, parental consent is required for steps b – d.

5. District Responsibilities.
- A. The District will provide the students with information pertaining to this internship in sufficient time to facilitate school internship registration.
 - B. To provide the City of Peoria with the dates of the various semesters for the purpose of professional development internships at least two (2) months in advance.
 - C. The number of students desiring a professional development internship must be determined not later than thirty (30) business days before the start of a semester.
6. Each Party will establish and maintain a budget according to its established rules and regulations and will be responsible for its own expenses pertaining

to the implementation of this agreement. Upon termination, all property or equipment used by the Parties in the performance of their responsibilities under this Agreement shall remain the property of the Party that purchased the property or equipment.

7. Status Meetings. By mutual agreement, the Parties may meet from time to time for purposes of discussing the status and conduct of the services being performed under this Agreement, and addressing any problems that have come to the Parties' attention and their views as to how such problems may be resolved including amending the terms and conditions of this Agreement.

8. Entire Agreement: Modification. This Agreement constitutes the full and complete understanding and agreement of the Parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both Parties.

9. Workers' Compensation

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the sole employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

10. Notices. Formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the CITY:

Name and Title
City of Peoria Police Department
Police Administration
8351 West Cinnabar Avenue
Peoria, Arizona 85345

If to the DISTRICT:

Michelle R. Myers
Chief Financial Officer
Peoria Unified School District
6330 West Thunderbird Road
Glendale, Arizona 85306

11. Resolution of Disputes. Any dispute not disposed of by mutual agreement of the Parties shall be decided in accordance with the applicable Arizona laws.
12. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.
13. Non-Appropriation. Each Party recognizes that the performance by either Party under this Agreement may be dependent upon the appropriation of funds to or by that Party's governing body. Should either Party fail to be appropriated or to appropriate the necessary funds, that Party may terminate this Agreement as stated herein without incurring further duty or obligation after the other Party's receipt of such notice. Each Party agrees to give notice to the other Party as soon as reasonably possible after the unavailability of funds comes to the Party's attention.
14. Compliance with Applicable Laws. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.
15. Indemnification. Each Party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or students.
16. No Boycott of Israel. In accordance with A.R.S. § 35-393.01, by entering into this Agreement, each Party certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.
17. Governing Law. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona without regard to conflict of law principles. Any legal action relating to this Agreement will be brought in a court of competent jurisdiction in Maricopa County, Arizona.
18. Ferpa Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
19. E-Verify. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify.

IN WITNESS WHERE OF, the Parties hereto have executed this Agreement.

CITY OF PEORIA, an Arizona municipal
corporation

PEORIA UNIFIED SCHOOL
DISTRICT

By: _____
Jeff Tyne
City Manager

By: _____
Monica Ceja Martinez
PUSD Board President

Recommended by:

Recommended by:

By: _____
Roy W.Minter,Jr.
Chief of Police

By: _____
Linda Palles Thompson
Superintendent

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVAL OF DISTRICT ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the Peoria Unified School District and the City of Peoria, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Peoria Unified School District Attorney

Vanessa P. Hickman, City Attorney

Date: 8-17-2018

Date: _____

**Peoria Police Department
Pipeline Internship Program
Police Services Officer
Training Record**

INTERN NAME: _____

DATE: _____

Skills	Hours	Trained By	Signed By	
Over 18 years old			Certified By	Intern
Terminal Operator Certification (TOC) program		Online		
Radios:				
• Radio Use				
• Radio Codes				
Processing:				
• Photo of subjects				
• Data entry on county booking and LERMS				
• Report writing				
• Fingerprinting (non in-custody)				
• Sally Port Procedures				
Miscellaneous:				
• Clean vehicles				
• Assist with traffic control and paper work on accidents				
• Restock supplies in booking areas				
• Updating workstation reference materials (Apt/School map books, Log Books)				
• Customer Service for Cityhall				
• School Resource Officer Learning Project				
NOTES				
Date:				
Date:				
Date:				

Peoria Police Department
Pipeline Internship Program
Police Services Officer

INTERN NAME: _____

DATE: _____

Skills	Hours	Trained By	Signed By	
Under 18 years old			Certified By	Intern
Radios:				
• Familiarization w/Radio Use				
• Familiarization w/Radio Codes				
Processing:				
• Assists with processing property for safekeeping				
• Assists with on scene non-injury traffic investigations				
• Drafts paper work on non-injury accidents				
• Familiarization w/Sally Port Procedures				
Miscellaneous:				
• Inspects and cleans vehicles				
• Assists with traffic control (events)				
• Responds to accident calls - 961 non injury				
• Responds to abandoned vehicles, tow requests, roadway hazards and motorist/citizen assists.				
• Restocks supplies in booking areas				
• Updated workstation reference materials (<i>Apt/School map books, Log Books</i>)				
• Assists with customer service at Cityhall				
• School Resource Officer Learning Project				
NOTES				
Date:				
Date:				
Date:				

**Peoria Police Department
Pipeline Internship Program
Communications Section (911 Dispatcher)
Training Record**

INTERN NAME: _____

DATE: _____

Skills	Hours	Trained By	Signed By	
Over 18 years old			Certified By	Intern
Terminal Operator Certification (TOC) program		Online		
Call Taking:				
• Answer 7061 calls				
• Take over low priority "parked" 8311 calls, such as instructing how to complete online reports				
• Radio Codes				
Miscellaneous:				
• Pick-up/Drop-off Court paperwork to Court (<i>warrants, OOPs</i>)				
• Preparing documents for Public Records Tape Requests (<i>print CAD documents, type affidavits</i>)				
• Correcting Overridden Locations				
• Consolidating duplicate people, business and vehicle jackets				
• Reviewing alerts up for expiration				
• Updating workstation reference materials (<i>Apt/School map books, Log Books</i>)				
• ACJIS Entries: Repos, Tows, Stolen Property				
• ACJIS Validations				
NOTES				
Date:				
Date:				
Date:				

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C.

Date Prepared: 10/4/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Art Miller, Chief of Police

SUBJECT: Memorandum of Understanding, City of Glendale Police Department, National Integrated Ballistic Information Network Program Participation

Purpose:

Discussion and possible action to authorize a Memorandum of Understanding (MOU) with the City of Glendale Police Department (GPD) to utilize the National Integrated Ballistic Information Network (NIBIN) Program.

Summary:

This MOU is an agreement between the City of Glendale Police Department (GPD) and the City of Peoria Police Department to participate in the National Integrated Ballistic Information Network (NIBIN) Program.

The NIBIN Program compares images of ballistic evidence in an integrated investigative approach to reduce firearms violence and improve crime gun intelligence. Use of this approach allows law enforcement agencies to work together in combatting firearms-related violence.

Currently, the Peoria Police Department participates in the NIBIN program utilizing City of Phoenix Police Department NIBIN equipment. Authorizing the Peoria Police Department to participate in GPD's program will allow a quicker and more convenient option for ballistic analysis.

This agreement will be effective for five years, and can be extended by mutual agreement. It also may be terminated at any time by mutual written consent.

Previous Actions/Background:

None.

Options:

A: Authorize the MOU with the City of Glendale Police Department and City of Peoria Police

Department to participate in the NIBIN Program.

B: Choose not to authorize the MOU with the City of Glendale Police Department.

Staff Recommendation:

Staff recommends authorizing the MOU with the City of Glendale Police Department to allow participation in the NIBIN Program.

Fiscal Analysis:

This MOU creates no fiscal impact on the City of Peoria.

ATTACHMENTS:

Memorandum of Understanding

Contact Name and Number:

Art Miller, Chief of Police, (623) 773-7059

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GLENDALE POLICE DEPARTMENT
AND
THE CITY OF PEORIA POLICE DEPARTMENT

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the City of Glendale Police Department (GPD) and the City of Peoria Police Department, hereinafter referred to as the “parties” is to define the responsibilities of the parties with respect to the scheduling and use of GPD’s National Integrated Ballistic Information Network (NIBIN). It sets forth the agreed upon procedures for management, accountability, direction, authority, and liabilities of the parties in conjunction with this effort.

2. BACKGROUND

This MOU is being executed to enhance the parties’ efforts to combat, link, and solve violent crimes involving firearms. The parties have entered into this agreement to accomplish each party’s objective to resolve violent crimes through participation in the NIBIN program.

The parties understand that participation in the NIBIN program is contingent on continued approval from the Bureau of Alcohol, Tobacco and Firearms (ATF) through a MOU between ATF and GPD, which is incorporated by reference into this MOU. The NIBIN network and certain associated computer systems are the property of ATF and the U.S. Government. ATF has granted GPD permission to use the NIBIN network and two computer systems (i.e., one entry station and one analysis station), which are under GPD’s operational control. In addition, GPD owns certain computer systems (i.e., two entry stations, three analysis stations, and two data concentrators) and facility space, which are under GPD’s exclusive control. As an ATF NIBIN partner, GPD may provide NIBIN network and systems access to another law enforcement agency provided the other law enforcement agency agrees to the same restrictions on the use of the NIBIN network and systems as placed on GPD.

The parties agree that GPD possesses the necessary network access, equipment, and facilities to accomplish their objectives. The parties recognize that their objectives are

best met through integrated and coordinated actions that leverage their respective expertise and infrastructure through robust information sharing.

3. SCOPE

This MOU defines the responsibilities of the parties to the agreement.

The parties will be responsible for the following:

- a. The City of Peoria Police Department will provide personnel for the purpose of acquiring, reviewing, and analyzing data. Personnel will be available for training for the proper protocols and procedures for acquiring images of cartridge cases as well as review and analysis of the data.
- b. The City of Peoria Police Department will be responsible for its own evidentiary chain of custody and will provide personnel to conduct their own examinations. No items of evidence will be stored at GPD facilities. The City of Peoria Police Department will be responsible for entering its own evidence to include test fired specimens from recovered weapons.
- c. The City of Peoria Police Department will adhere to any “use of equipment” schedule for routine use, review and analysis to promote efficient and effective operations of any GPD ballistics identification system. In the event of a high profile or urgent case, expedited processing outside of any “use of equipment” schedule may be necessary. The parties agree to communicate with any other affected parties to other GPD NIBIN agreements to ensure minimization of impact to the other parties.
- d. The City of Peoria Police Department will comply with all federal security requirements related to the NIBIN program, network, or systems to ensure the integrity of the program. These requirements are set forth under NIBIN security policies and the ATF-GPD MOU incorporated by reference into this MOU.
- e. The City of Peoria Police Department will adhere to the same restrictions on the use of the NIBIN program, network, or systems that have been placed upon GPD under the ATF-GPD MOU. This includes, but is not limited to, clauses in the ATF-GPD MOU regarding the scope of the NIBIN program, publicity, disclosure of information related to NIBIN, and personnel and training requirements. These requirements are set forth under the ATF-GPD MOU incorporated by reference into this MOU.

4. FUNDING

Each party to this MOU shall be responsible for its own costs associated with implementing its requirements under this MOU. Any expenditure of funds is subject to the availability of said funds.

5. DISCLOSURE AND USE OF INFORMATION

The parties agree to the following disclosure and use policy. The parties may share information with each other in accordance with the rules of its own agency. Information which is shared between the parties may be used by the recipient for any authorized law enforcement purpose.

6. SETTLEMENT OF DISPUTES

Disagreements between the parties arising under or related to this MOU will be resolved by consultation between the parties and will not be referred to a Federal or State court or entity for settlement. The parties agree to make every effort to settle disagreements at the lowest level appropriate under the circumstances. In the event of an impasse or issues beyond the authority of GPD and the City of Peoria Police Department personnel involved, the matter in dispute will be referred to the parties' respective headquarters for resolution. This section does not affect GPD's right to seek indemnification under Paragraph 9 below.

7. COORDINATION AND DECONFLICTION

If analysis of a shell casing identifies a NIBIN investigative association that crosses regional jurisdictional boundaries, the parties agree to collaborate with other law enforcement agencies as quickly as possible to advance the investigation.

The parties will coordinate and deconflict through their representatives prior to taking operational action based in who or in part from information received or derived from another party pursuant to this MOU.

8. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

With regard to amendment, termination, entry into force, and duration of this agreement the following procedures apply:

- a. Except as otherwise provided, this MOU may only be amended by the mutual written consent of the parties' authorized representatives.
- b. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate this MOU, the parties agree to ensure termination on the most economical and equitable terms for both parties.

- c. Either party may terminate this MOU upon 30 days written notification to the other party.

In the event of such termination, the following rules apply:

- a. The terminating party will continue to participate up to the effective date of termination.
- b. Each party will pay its own costs incurred as a result of termination.
- c. All information and rights therein received under the provisions of the MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.

9. INDEMNIFICATION

To the extent permitted by law, the City of Peoria Police Department agrees to defend, indemnify and hold harmless the City of Glendale, Arizona and GPD, including its employees and officers, for any and all claims, suits, causes of action, damages, or the like or for the costs incurred in any adjudication or settlement of the foregoing, but only to the extent that such claims that result in vicarious/derivative liability to the City of Glendale, Arizona and GPD are caused by the act, omission, negligence, misconduct, or other fault of the Peoria Police Department, its officers, officials, agents, employees, or volunteers. This includes, but is not limited to, attorney's fees and costs, which may arise from any alleged use or misuse of documents, equipment, facilities or information provided by GPD pursuant to this MOU, or by any negligent or willful and wanton act or omission on the part of the City of Peoria Police Department. This also specifically includes any costs incurred to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

10. DURATION

This MOU will be effective upon signature of authorized representatives of both parties and will remain in effect for five years. It may be extended by mutual written consent of the parties' authorized representatives.

11. ENTIRE AGREEMENT

The foregoing represents the entire agreement and understandings reached by the parties referred to herein. There are no representations or other provisions other than those contained herein, and any amendment to or modification of this MOU will be made only in writing and signed by the Parties.

In witness thereof, the parties have hereby executed this Memorandum of Understanding this _____ day of _____, 2018, by their duly authorized representative

FOR THE CITY OF PEORIA POLICE DEPARTMENT

Signature

Date

Name: Art Miller

Title: Chief of Police

Location: 8351 W. Cinnabar Avenue, Peoria, AZ 85345

FOR THE GLENDALE POLICE DEPARTMENT

Signature

Date

Name:

Title:

Location:

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C.

Date Prepared: 9/27/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: John R. Sefton, Jr., Parks, Recreation & Community Facilities Director

SUBJECT: Expenditure Authority, Sports Complex Improvement Reserve Fund, Backstop Netting Expansion Project

Purpose:

Discussion and possible action to: (a) authorize expenditure authority from the fund balance in the Sports Complex Improvement Reserve Fund (generated from Spring Training ticketing surcharges) for additional funds in the amount not to exceed \$100,000, to complete the backstop netting expansion improvement project at the Sports Complex stadium; and (b) authorize a budget transfer for the netting expansion improvement project at the Sports Complex, not to exceed \$100,000.

Summary:

Major League Baseball has set forth initiatives to help improve fan safety through a focus on expanding netting from the backstop (behind home plate) to over the dugouts and continuing down the foul lines in front of field level seating. The San Diego Padres and Seattle Mariners completed netting expansions in their regular season stadiums prior to the 2018 season and support this initiative to be in place at the Peoria Sports Complex in time for the 2019 Spring Training Season. The estimated cost to design and install the new netting is approximately \$200,000.

To facilitate the completion of this project in coordination with the San Diego Padres and Seattle Mariners per the current lease agreements, funds from the Sports Complex Improvement Reserve Fund (totaling \$100,000) will be applied to the completion of this project, in addition to the current expenditure authority of \$100,000 that has already been approved.

Previous Actions/Background:

Through the FY19 budget process, a supplemental request was approved for \$100,000 from the Sports Complex Improvement Reserve Fund. This amount was requested based off early estimates of this project. As the project has developed, current estimates are higher than the original budget supplemental request.

Options:

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

A: Authorize the expenditures from the Sports Complex Improvement Reserve Fund (generated from Spring Training ticketing surcharges) and a budget transfer to provide additional funds for the netting expansion improvement project, not to exceed \$100,000.

B : Deny the expenditures from the aforementioned accounts and thus cancel the netting expansion improvement project at the Sports Complex.

Staff Recommendation:

Staff recommends that City Council authorize the expenditures from the Sports Complex Improvement Reserve fund balance and a budget transfer for the netting expansion improvement project at the Sports Complex, not to exceed \$100,000.00.

Fiscal Analysis:

Staff requests authorization to use \$100,000 from the Sports Complex Improvement Reserve (Fund 2002) for the project. Budget authority would be provided via a transfer from the Non-Departmental Contingency account (1000-0300-570000) to the Sports Complex Improvement Reserve Building account (2002-2022-540500).

Contact Name and Number:

Chris Calcaterra, 623-773-8703

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C.

Date Prepared: 9/27/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Replat, Building A2 Arrowhead Business Park, Kelton Lane and 87th Avenue

Purpose:

Discussion and possible action to approve a Replat of Building A2, Arrowhead Business Park, located on Kelton Lane and 87th Avenue, subject to stipulations.

Summary:

The purpose of the Replat is to combine condo units into one for commercial use. The Arrowhead 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/Background:

The condominium plat was reviewed by the City and recorded in Book 967 Page 23.

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 condo unit to be developed.

Staff Recommendation:

Staff recommends the approval and subsequent recordation of the attached Replat 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.

Fiscal Analysis:

No fiscal impact

ATTACHMENTS:

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number:

Adina Lund, Development and Engineering Director, (623) 773-7249

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS, THAT LIFE CHURCH OF THE NORTHWEST VALLEY, AN ARIZONA CORPORATION, AS OWNER OF THE CONDOMINIUM UNIT SHOWN HEREON, HAS SUBDIVIDED UNDER THE NAME OF "BUILDING A2, ARROWHEAD BUSINESS PARK", BEING A REPLAT OF BUILDING A2 OF A CONDOMINIUM RECORDED IN BOOK 987, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISHES THAT THIS REPLAT AS AND FOR THE REPLAT OF "BUILDING A2, ARROWHEAD BUSINESS PARK" AND HEREBY DECLARES THAT SAID REPLAT SETS FORTH THE LOCATION AND HEREBY THE NAME AND DIMENSIONS OF THE UNITS CONSTITUTING SAME AND THAT EACH UNIT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID REPLAT.

THE INTENT OF THIS REPLAT IS TO CHANGE THE UNIT DIMENSIONS OF UNIT A2 OF THE CONDOMINIUM PLAT FOR ARROWHEAD BUSINESS PARK, A CONDOMINIUM AND ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED CONDOMINIUM PLAT OF "ARROWHEAD BUSINESS PARK A CONDOMINIUM" (M.C.R. BOOK 987, PAGE 23) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECDICATION OF THIS CONDOMINIUM REPLAT.

IN WITNESS WHEREOF, LIFE CHURCH OF THE NORTHWEST VALLEY, AN ARIZONA CORPORATION, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "ARROWHEAD BUSINESS PARK, A CONDOMINIUM" AS RECORDED IN BOOK 987, PAGE 23, SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECDICATION OF THIS REPLAT.

LIFE CHURCH OF THE NORTHWEST VALLEY, AN ARIZONA CORPORATION

BY: [Signature]

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 31 DAY OF August 2018, BY JACK LITTLE, AS TREASURER OF LIFE CHURCH OF THE NORTHWEST VALLEY, AN ARIZONA CORPORATION, ON BEHALF OF THE COMPANY.

MY COMMISSION EXPIRES:

2-16-20

OWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION Charles Klar DULY ELECTED

OF THE TRIVEST INTERNATIONAL, INC., THE MANAGER OF 8700 KELTON CAMPUS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ACKNOWLEDGES THE AMENDMENTS IDENTIFIED HEREON.

SIGNATURE DATE

LIEN HOLDER RATIFICATION

BY THIS RATIFICATION Charles Klar WITH 8700 KELTON CAMPUS, LLC, ACKNOWLEDGES THE AMENDMENTS IDENTIFIED HEREON.

SIGNATURE DATE

ACKNOWLEDGMENT, ASSOCIATION

STATE OF ARIZONA
COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS 31 DAY OF August 2018, BY CHARLES KLAR, AS PRESIDENT OF TRIVEST INTERNATIONAL, INC., THE MANAGER OF 8700 KELTON CAMPUS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

MY COMMISSION EXPIRES:

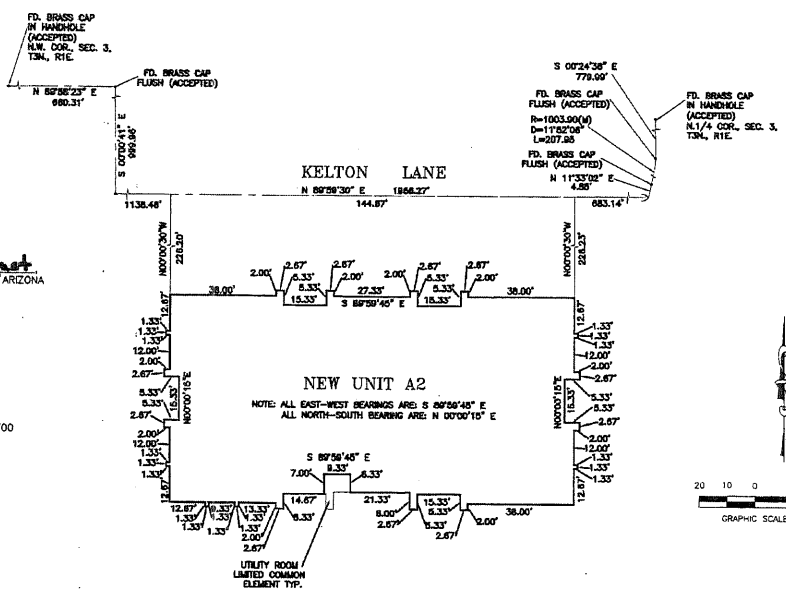
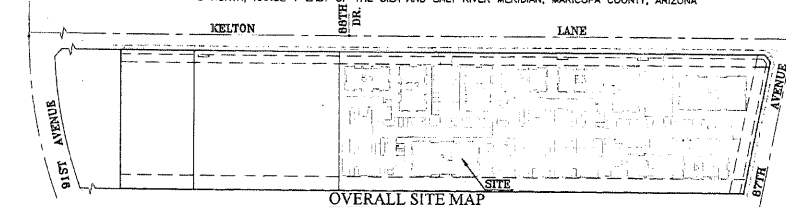
2-16-20

LEGEND

- BRASS CAP IN HANDHOLE
- BRASS CAP FLUSH
- SET PROPERTY CORNER 1/2" REBAR & CAP L5/34559
- PROPERTY CORNER FOUND. LS CAP #34559 TO BE PLACED UPON RECORDATION OF PLAT
- PLAT BOUNDARY
- FOUND "P.K." NAIL
- PERPENDICULAR DIMENSION
- BUILDING CORNER REFERENCE
- LANDSCAPE EASEMENT
- VEHICULAR NON-ACCESS EASEMENT

CONDOMINIUM REPLAT OF "BUILDING A2, ARROWHEAD BUSINESS PARK"

A REPLAT OF BUILDING A2 OF ARROWHEAD BUSINESS PARK, A CONDOMINIUM RECORDED IN BOOK 987 OF MAPS, PAGE 23 M.C.R., BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



BUILDING DETAIL

NOTES:

NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.

ALL NEW AND EXISTING UTILITY, ELECTRICAL, FACILITIES LESS THAN 69 KV, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.

MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE CONDO ASSOCIATION.

ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES, OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR SITE DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.

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

THIS PLAT IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.

THIS PLAT IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.

THIS PLAT IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. BELL ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.

THIS PLAT IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).

NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.

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

THE BOUNDARIES OF EACH UNIT AS SHOWN SHALL ON THIS PLAT ARE AS FOLLOWS:

- THE VERTICAL BOUNDARIES ARE THE INTERIOR UNFINISHED SURFACE OF THE PERIMETER BUILDING WALLS AND A VERTICAL PLANE RUNNING THROUGH THE CENTER OF THE PARTY WALL SEPARATING THE UNIT FROM ANOTHER UNIT OR A UTILITY ROOM.
- THE LOWER HORIZONTAL BOUNDARY IS THE UNFINISHED SURFACE OF THE TOP OF THE FLOOR SLAB BENEATH THE UNIT.
- THE UPPER HORIZONTAL BOUNDARY IS THE HORIZONTAL PLANE WITH AN ELEVATION COINCIDING WITH THE LOWEST POINT OF THE BOTTOM SURFACE OF THE ROOF TRUSSES OF THE BUILDING IN WHICH THE UNIT IS LOCATED.

ENGINEER

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.
7740 N. 16TH STREET, SUITE 135
PHOENIX, AZ 85020
CONTACT: JAKE GRIFFIN
PHONE: (602) 248-7702
EMAIL: JGRIFFIN@EECCORP.COM

SURVEYOR

MILLER AND SONS SURVEYING, LLC
15809 W. BRILES ROAD
SURPRISE, AZ 85387
CONTACT: PAUL MILLER
PHONE: (623) 875-1200
EMAIL: PAULMILLER@SONSSURVEYING.COM

OWNER:

LIFE CHURCH OF THE NORTHWEST VALLEY, AN ARIZONA CORPORATION
8765 W. KELTON LANE, SUITE 140 B-3
PEORIA, AZ 85382
CONTACT: NEIL GUINETTE
PHONE: (602) 717-9378
EMAIL: NEIL@DITYWCOX.NET

BUILDING A2 AREA

AREA = 10,009.58 S.F./0.2298 ACRES

FLOOD INFORMATION

ALL AREAS OF SUBJECT PARCEL LIE IN ZONE SHADED "X" AND HAVE BEEN DETERMINED TO BE AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, ACCORDING TO CURRENT FLOOD INSURANCE RATE MAP NUMBER 04013C1245 L AND 04013C1245 L, ENCOMPASSING COMMUNITY NUMBER 040050 DATED OCTOBER 16, 2013.

BASIS OF BEARING

A TRUE (STRAIGHT) LINE FROM THE NORTH 1/4 CORNER OF SECTION 3 TO THE NORTHWEST CORNER OF SECTION 3.

BEARING: N89°59'15"E

BENCH MARK

81ST AVENUE AND BELL ROAD, MCDOT BRASS CAP IN HAND HOLE 500' WEST OF 91ST AVENUE.
ELEVATION = 1197.339 FEET (CITY OF PEORIA DATUM)

LEGAL DESCRIPTION

BUILDING A2, "ARROWHEAD BUSINESS PARK, A CONDOMINIUM", AS RECORDED IN BOOK 987 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH 2018, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

BY: PAUL M. MILLER R.L.S.
R.L.S. NO. 34559
15809 W. BRILES ROAD
SURPRISE, AZ 85387

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, THIS DAY OF March, 2018.

BY: MAYOR DATE
ATTEST: CITY CLERK DATE
FOR CITY ENGINEER DATE

R050050F

602-263-1100

DATE	DESCRIPTION

BUILDING A2
ARROWHEAD BUSINESS PARK
PEORIA, ARIZONA

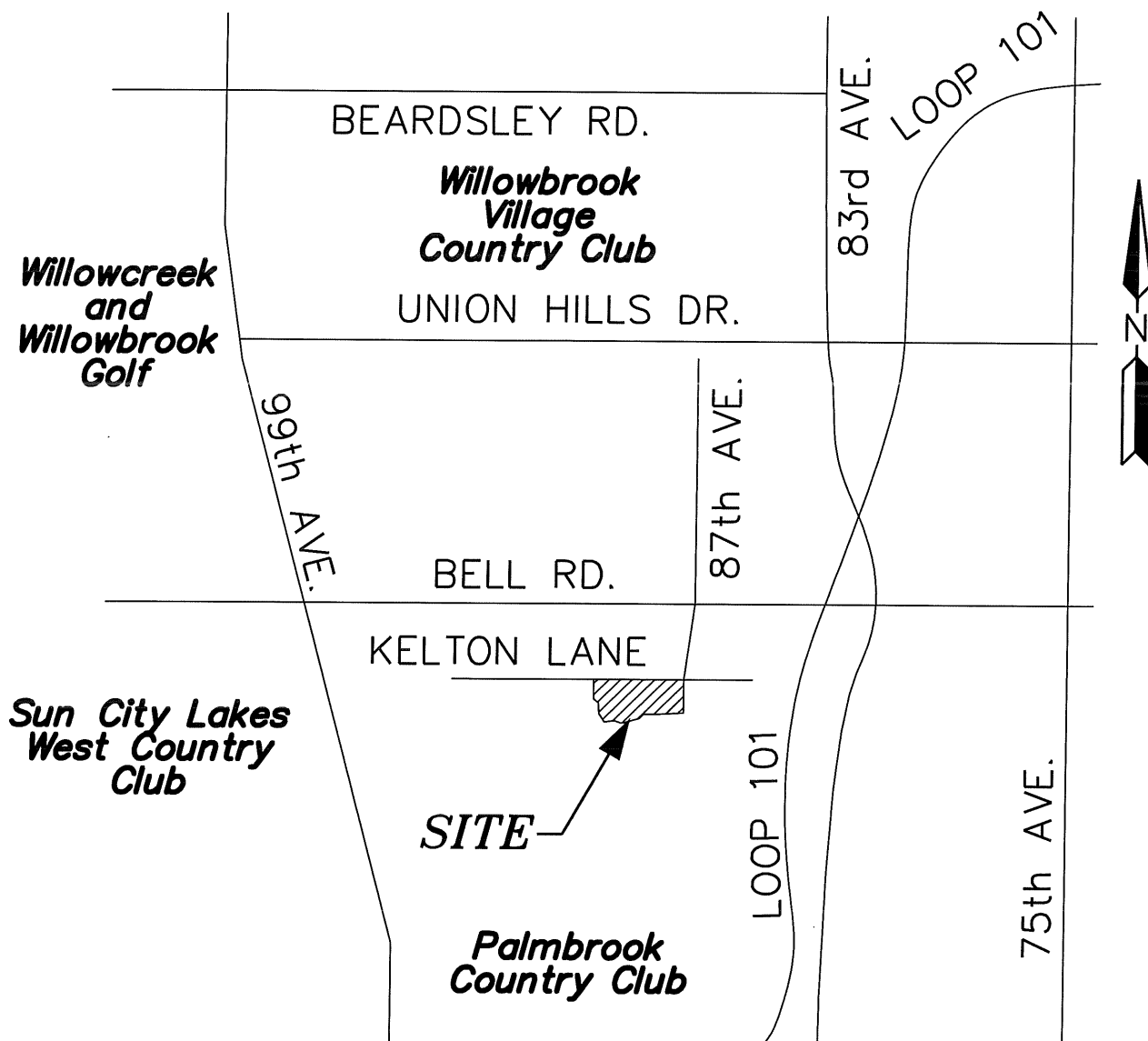
LOCATED IN SECTION 3
T 3 N, R 1 E, S 4 E, MARICOPA COUNTY, ARIZONA

RS050050F

Engineering and Environmental Consultants, Inc.
7740 N. 16th Street, Suite 135 Phoenix, Arizona 85020
Tel: 602-248-7702 Fax: 602-248-7851



DESIGN BY: JWC
DRAWN BY: JGR
CHECKED BY: JGR
DATE: MARCH 2018
SCALE: 1"=20'
ECC NO: 180310
DRAWING NO: 1 OF 1



VICINITY MAP

N.T.S.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C.

Date Prepared: 10/4/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Sonia Andrews, Finance Director

SUBJECT: PUBLIC HEARING - Liquor License, Biscuits Cafe, 8877 West Thunderbird Road

Purpose:

Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant (Series 12) Liquor License for Biscuits Cafe located at 8877 West Thunderbird Road, Kyle E. Preston, Applicant, LL#20020689.

Summary:

Biscuits Cafe, is a new restaurant located at 8877 W. Thunderbird Road. The owners have applied for a New Restaurant (Series 12) Liquor License. The application agent is Kyle E. Preston.

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 Biscuits Cafe are QuikTrip, Dillon's KC BBQ and Quality Bumper. There are no staff concerns with Biscuits Cafe. The public hearing notice was posted for at least 20 days, and no comments were received during the posting period. The license application was reviewed according to State law and all Departments gave approvals.

Previous Actions/Background:

In January 2014, the Mayor and Council recommended approval to the Arizona State Liquor Board for QuikTrip for a New Wine and Beer (Series 10) Liquor License, located at 8877 W. Thunderbird Avenue.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Restaurant (Series 12)

Liquor License for Biscuits Cafe located at 8877 W. Thunderbird Road, Kyle E. Preston, Applicant, LL#20020689.

B : Recommend denial to the Arizona State Liquor Board for a New Restaurant (Series 12) Liquor License for Biscuits Cafe located at 8877 W. Thunderbird Road, Kyle E. Preston, Applicant, LL#20020689.

Staff Recommendation:

Pursuant to Arizona Law the City must make a recommendation to the State Liquor Board regarding the approval of applications to sell alcoholic beverages in the City. The Standard for the City's recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Biscuits Cafe App

Contact Name and Number:

Samuel Brown (623) 773-7658



18 AUG 28 1998

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLIC USE ONLY	
Job #	29021
Date Accepted:	8/28/18
CSR:	Jr

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 (series 6, 7 and 9)
☐ 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
☐ Growler
☐ Trust
☐ Tribe
☐ Other (Explain)

AMENDMENT

☐ Apply to become Arizona Lottery retailer

SECTION 3 Type of Privilege

- ☐ 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)

Series of License (Series of license):

2. LICENSE # 29021

SECTION 4 Applicants

Applicant's Name: Preston Kyle Eddie
Last First Middle

Individual/Owner Name: (Ownership name for type of ownership checked in section 2)

Business Name (Doing Business As-DBA): B-Squits Cafe

Business Location Address: (not use PO Box)
Street City State Zip Code County

Mailing Address: (correspondence will be mailed to this address)
Street City State Zip Code

Business Phone: 623-334-1240 Daytime Contact Phone:

Bill Address:

Is Business located within the incorporated limits of the above city or town? ☐ Yes ☐ No
If checked no, in what City, Town, County or Tribal/Indian Community is this business located?

Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$

Department Use Only	
Application \$100.00	Interim Permit -
Site Inspection \$50.00	Finger Prints \$22.00
Total of All Fees \$172.00	

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☒ Yes ☐ No



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AZ DLLC
JUL 30 2018
18 AUG 28 147. LDC #11142

DLLC USE ONLY

License #	29021
Date Accepted:	8/28/18
CSR:	Jr

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 (series 6, 7 and 9)
☐ 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 Privilege

- ☐ 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 (Series of license): Series 12

2. LICENSE # 29021

SECTION 4 Applicants

1. Agent's Name: Preston Kyle Eddic
Last First Middle
2. Individual/Owner Name: Eddic Dean Preston Biscuits cafe Est. 1998 inc
(Ownership name for type of ownership checked in section 2)
3. Business Name (Doing Business As-DBA): Biscuits cafe
4. Business Location Address: 8877 W Thunderbird Rd Peoria AZ 85381 Maricopa
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: 721 NE 82nd Ave Portland OR 97045
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 503-255-3527 Daytime Contact Phone: [REDACTED]
7. Email Address: Biscuitscafe@comcast.net
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?
9. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$

Fees: \$110.00
Application

Interim Permit

Department Use Only

\$50.00
Site Inspection

\$22.00
Finger Prints

\$172.00
Total of All Fees

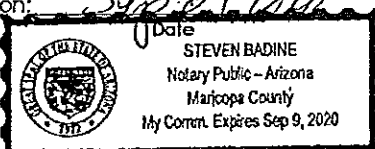
SECTION 5 Interim Permit

If you intend to operate business while the 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? _____

NOTARY	
I (Print Full Name) <u>Kyle Eddie Preston</u> hereby declare that I am the Agent, Current Owner, or Controlling Person on the stated license and location. Signature: _____ My Commission Expires on: <u>Sept 9, 2020</u>	State of <u>Arizona</u> County of <u>Maricopa</u> The foregoing instrument was acknowledged before me this <u>21st</u> Day of <u>July</u>, <u>2018</u> Day Month Year  Signature of Notary _____

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 1998 State where Incorporated/Organized: Oregon

b) AZ Corporation or AZ L.L.C. File No: Biscuits Co. EST date authorized to do business in AZ: 1998 Inc

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed. Disclose all controlling persons and members, shareholders or general partners who own a beneficial interest of 10% or more of the applicant or licensee.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
Preston	Eddie	Dean	Owner President	100%	17710 S Hidden Lake Dr	Oregon City	OR	97045

(Attach additional sheet if necessary)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license A.R.S. §4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. Current Licensee's Name: Preston Eddie Dean
(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 5 Interim Permit

18 AUG 28 11:42

If you intend to operate business while the 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? _____

NOTARY

I (Print Full Name) _____ hereby declare that I am the Agent, Current Owner, or Controlling Person on the stated license and location.

Signature: _____ State of _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date _____ Day of _____ Month _____ Year _____

AMENDMENT

Signature of Notary

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 9/13/12 State where Incorporated/Organized: AZ

b) AZ Corporation or AZ L.L.C. File No: 17889162 Date authorized to do business in AZ: 9/17/18

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed. Disclose all controlling persons and members, shareholders or general partners who own a beneficial interest of 10% or more of the applicant or licensee.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license A.R.S. §4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$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

3. License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE

AMENDMENT

SECTION 11 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 03
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 05
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 04
- h) Farm Winery Series 13
- i) Producer Series 01

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 12 Business Financials A.R.S. §4-202(F)

- 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: DeRito Land Development LLC
 Address: 9120 E Talking Stick Way Scottsdale, AZ 85250
Street City State Zip
3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: Closure
4. Total money borrowed for the Business, not including lease? \$ 100,000

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
<u>Carlise</u>	<u>Cheryl</u>	<u>R</u>	<u>\$100,000</u>	<u>9120 E Talking Stick Way</u>	<u>Scottsdale</u>	<u>AZ</u>	<u>85250</u>

(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 manufacturer, wholesaler, or employee have an interest in your business?
☐ Yes ☒ No If yes, attach explanation.

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____
2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

**SECTION 9 Person to Person Transfer ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07, and 09)**

1. License #: _____
2. Individual Owner/Agent Name: _____
Last First Middle
3. Ownership Name: _____
(Exactly as it appears on the license)
4. Current Business Name: _____
(Exactly as it appears on the license)
5. Business Location Address: _____
Street City State County Zip
6. Current Daytime Phone: _____ Primary Email Address: _____
7. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☐ No
8. I, (Signature): _____ authorize the transfer of this license to the applicant.

NOTARY

I (Print Full Name) _____ hereby declare that I am the Individual Agent, Owner,
Or Controlling Person on the stated license and location.

Signature: _____ State of _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____
Date Day Month Year

Signature of Notary

**SECTION 10 Location Transfer– Current Licensee Information ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07, and 09)**

1. Current Business: Name: _____
Address: _____
(exactly as it appears on license)
2. New Business: Name: _____
Address: _____

SECTION 13 Diagram of Premises

Check ALL boxes that apply to your business:

☐ Walk-up or drive-through windows

☐ Patio: Contiguous

☐ Patio: Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?



☐ No

If yes, what is your estimated completion date?

9/15/18

2. What type of business will this license be used for? (be Specific) Restaurant

3. Please attach a diagram of the premises which clearly shows only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and kitchen.

DO NOT INCLUDE

Parking lots, living quarters or areas where business is not conducted under this liquor license. Please identify which orientation is North on the diagram.

4. 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.

ATTACH DIAGRAM

IMPORTANT NOTE: As stated in A.R.S. §4-207.01 (B), it is the licensee's 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.

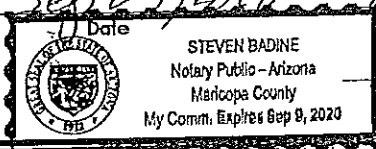
RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. A \$50.00 fee for the inspection will be due and payable upon submitting this application.)

5a. 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)

5b. Provide a restaurant operation plan.

SECTION 14 SIGNATURE BLOCK

NOTARY	
I (Print Full Name) <u>Kyle Edgic Preston</u> hereby declare that I am the Individual Agent, Owner, Or Controlling Person on the stated license and location.	
Signature: <u>[Signature]</u>	State of <u>Arizona</u> County of <u>Maricopa</u> The foregoing instrument was acknowledged before me this
My Commission Expires on: <u>September 8, 2020</u>	Day of <u>July</u> , <u>2018</u> Day Month Year
	<u>[Signature]</u> Signature of Notary

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.

BARGREEN ELLINGSON

BISCUITS CAFE
THUNDERBIRD
5000 S. 121ST ST.
TUCSON, AZ 85746

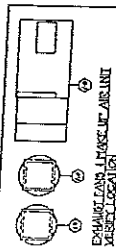
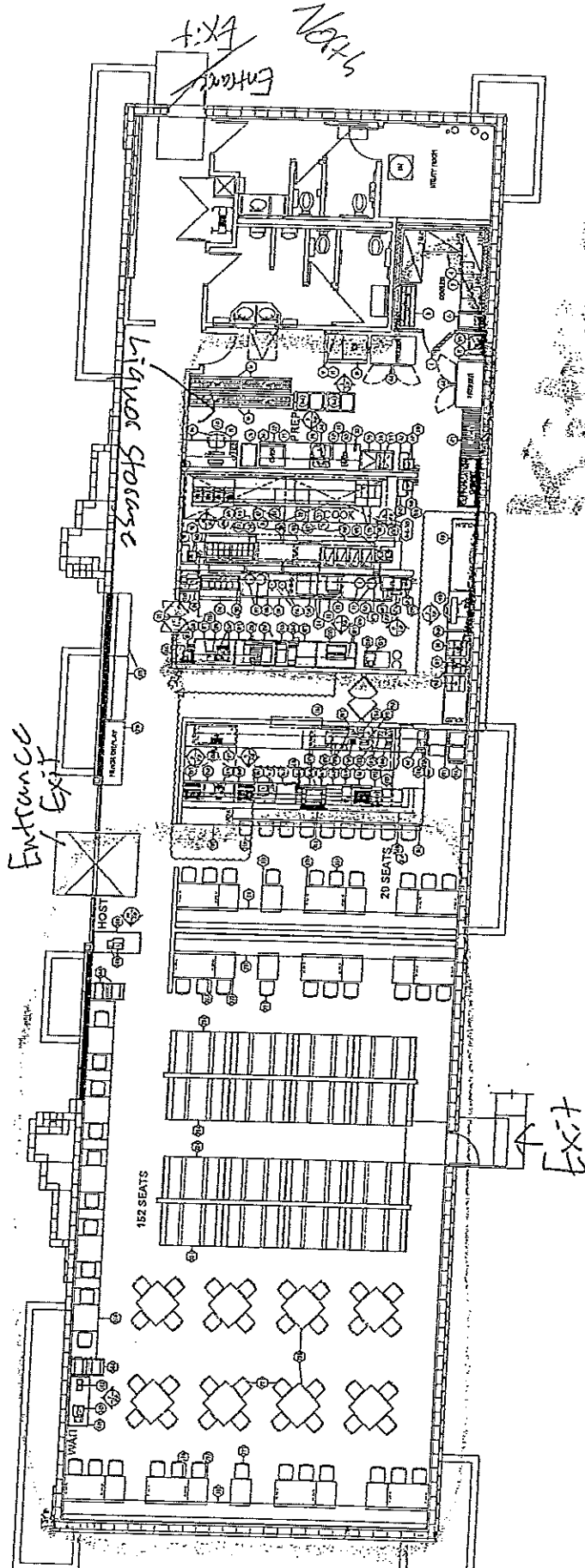
DATE	11/11
PROJECT	11/11
CLIENT	11/11
DESIGNER	11/11
CONTRACTOR	11/11
PROJECT NO.	11/11
PROJECT NAME	11/11
PROJECT ADDRESS	11/11
PROJECT PHONE	11/11
PROJECT FAX	11/11
PROJECT E-MAIL	11/11
PROJECT WEBSITE	11/11
PROJECT DESCRIPTION	11/11
PROJECT STATUS	11/11
PROJECT BUDGET	11/11
PROJECT COST	11/11
PROJECT PROFIT	11/11
PROJECT RISK	11/11
PROJECT SCHEDULE	11/11
PROJECT TEAM	11/11
PROJECT CONTACT	11/11
PROJECT APPROVAL	11/11
PROJECT SIGNATURE	11/11
PROJECT DATE	11/11

03/03/2018 - PRINT SET - DELTA

18 AUG 28 19. 11. 00142

7565 0005

KITCHEN / BAR FLOOR PLAN



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14R.

Date Prepared: 10/2/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

FROM: Chris M. Jacques, AICP, Planning Director

SUBJECT: PUBLIC HEARING - Rezoning, Life Time Fitness Peoria, 67th Avenue and Happy Valley Parkway

Purpose:

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation and adopt **ORD. 2018-32** approving the Major Planned Area Development (PAD) Amendment to the Terrazza Center PAD, generally located at the southwest corner of 67th Avenue and Happy Valley Parkway.

Summary:

Introduction

The applicant, Life Time Athletic Peoria, is requesting to (a) increase the building height allowance; and (b) revise sign standards within the Terrazza Center Planned Area Development (PAD) to allow for the development of a new Life Time Athletic Center within a PAD subarea denoted as "Lots 7-9." It should be noted that use is permitted within the PAD and is not in question.

This parcel ("Lots 7-9") is located immediately south of the main entry drive into the Christ's Church of the Valley campus at 67th Avenue. The Terrazza Center is generally located south and west of the southwest corner of 67th Avenue and Happy Valley Parkway, just beyond a QuikTrip service station and SuperStar Car Wash.

Analysis of Request

The site is zoned Terrazza Center Planned Area Development (PAD) and designated as Mixed Use on the General Plan Land Use Map. Life Time Athletic Peoria would represent the anchor tenant at the southern edge of the development. The proposed amendment seeks to modify the maximum height for this site ("Lots 7-9") to enable the construction of a three-story Life Time Athletic facility not to exceed 60 feet and to add new language within the Comprehensive Sign Package (CSP) located within Appendix E of the Standards and Guidelines Report.

The proposed maximum height allowance of 60 feet is consistent with a number of high profile buildings within the CCV campus including the 45-foot worship center and the adjacent 75-foot

prayer hill. As designed, the proposed building and amenities would be situated approximately 250 feet north of the existing (100-foot tall) power line transmission towers and a total of 300 feet away from the existing residential area located south of the Hatfield Road alignment. Given the scale of existing site elements within the immediate vicinity and the proposed setback away from the residential area, staff believes the proposed increase in height is compatible with the area.

The proposed sign allowance would increase the amount of signage allowed for single-tenant buildings above 50,000 square feet. The proposed Life Time Athletic Center is approximately 120,000 square feet and staff finds the proposed signage allowance is at an appropriate scale given the massing and height of this type of use.

Access and Traffic

The site is served by 67th Avenue to the east, along with having access to a number of existing secondary driveways that are accessed from an internal spine road shared between the Terrazza Center and CCV. The applicant is proposing to design and construct a new traffic signal at the primary CCV driveway located directly north of the proposed Life Time building. Additionally, Life Time Athletic will be extending a third travel lane on 67th Avenue for southbound traffic to further mitigate potential traffic concerns.

Public Outreach

Public notice was provided in the manner prescribed under Section 21-315 of the Peoria Zoning Ordinance. Posting of the site was completed within the prescribed number of days prior to the Public Hearing.

Support / Opposition

As of the time of writing this report, staff has received 70 letters or comment cards of support and an additional 21 signatures of support. Staff has also received two (2) emails in opposition to the request.

The first email received was from the Terra Vista Home Owner's Association (HOA) located approximately one-half mile north of the proposed site with concerns about the increased height. Several tall buildings exist between the neighborhood and the proposed site, including the CCV main auditorium, and the prayer hill. Additionally, the proposed location is at the southernmost edge of the mixed-use district and has been entitled for development since zoning approval in 2015. A large overhead power line corridor also traverse the adjacent parking lot to the south, prohibiting any future development to the south. The second email cited concerns about traffic which has been mitigated through a new traffic signal to be installed by the developer and third southbound travel lane.

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. For the meeting, the applicant notified all property owners within a 600-foot radius of the site and all registered Homeowner's Associations within 1 mile of the site. The meeting was held on July 11, 2018, at Christ's Church of the Valley at 6pm. The meeting was attended by the development team, City staff, and thirty-one (31) members of the public. There was an overall positive response to the proposed use of the site.

Previous Actions/Background:

- On September 20, 2018 the Planning and Zoning Commission held a public hearing on this case. The Commission unanimously recommended approval of this request. There were two speakers in support and one speaker in opposition to the proposal.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or

B: Approve with modifications; or

C: Deny; or

D: Continue action to a date certain or indefinitely; or

E: Remand to the Planning & Zoning Commission for further consideration.

Staff Recommendation:

APPROVE as recommended by the Planning & Zoning Commission.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

ATTACHMENTS:

Exhibit 1 - Vicinity Map

Exhibit 2 - Planning and Zoning Commission Packet

Exhibit 3 - Draft Ordinance

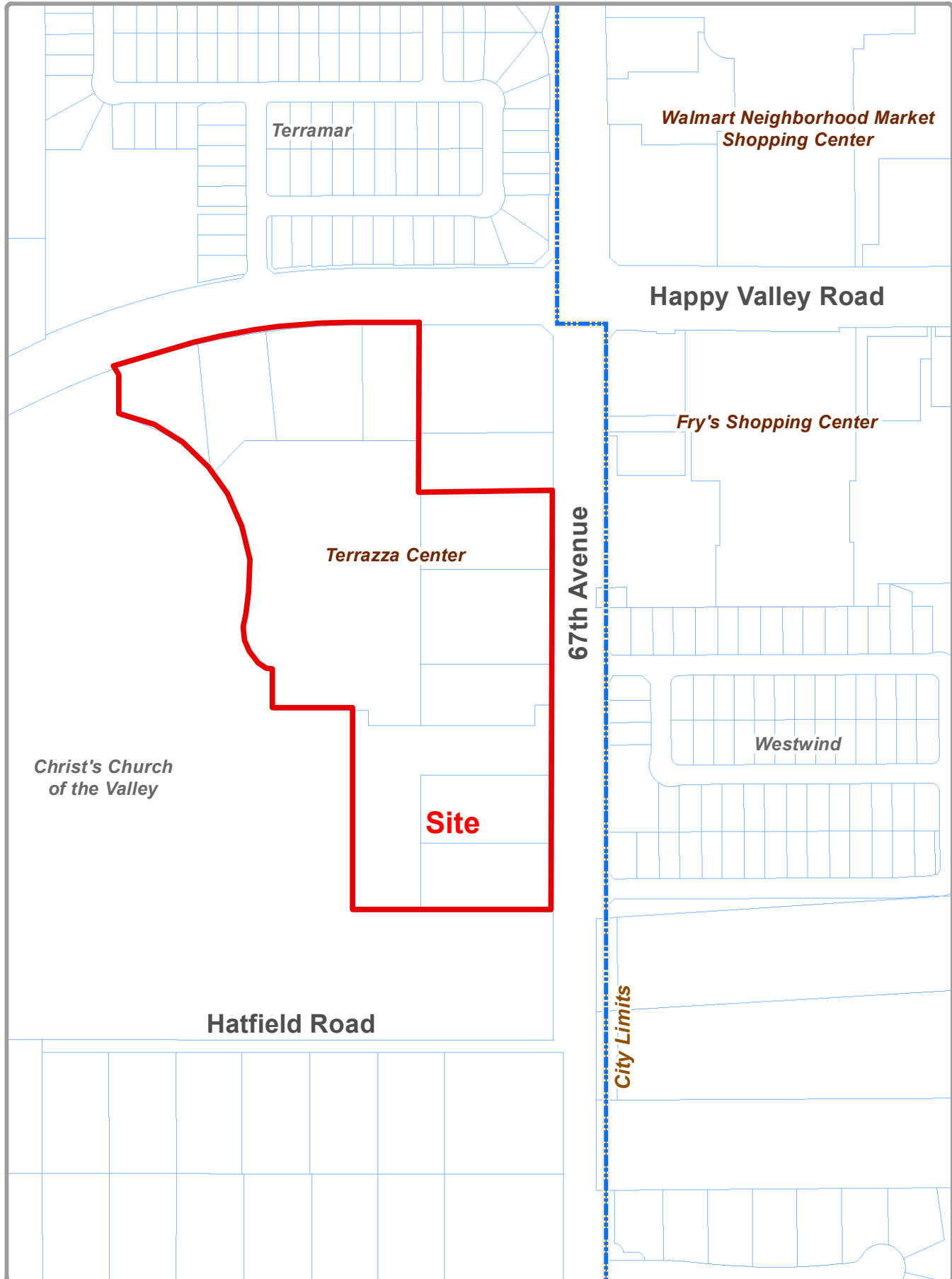
Contact Name and Number:

Chris Jacques, AICP, Planning Director (623) 773-7609

Randy Proch, Planner (623) 773-5164

Z15-0011A.2 Life Time Athletic Peoria

North of the northwest corner of 67th Avenue and Hatfield Road





PLANNING AND ZONING COMMISSION

STAFF REPORT

Date September 20, 2018

To Planning and Zoning Commission

From Randy Proch
Planner

Subject **Life Time Athletic Peoria**
Major Amendment to the Terrazza PAD Standards and Guidelines Report proposing (a) Increase to the maximum building height; and (b) modification of sign standards for Lots 7-9 of Terrazza Center (proposed location of Life Time Athletic)

PROPOSAL

The applicant is proposing an increased building height allowance and revised sign standards within the Terrazza Center Planned Area Development (PAD) to allow for the development of a new Life Time Athletic Center within Lots 7-9. This parcel ("Lots 7-9") is located immediately south of the main entry drive into the campus at 67th Avenue.

APPLICATION INFORMATION

Case Numbers Major PAD Amendment Application (Z15-0011A.2)

Applicant Wendy Reddell on behalf of Life Time Athletic

Request(s) A Major Planned Area Development (PAD) Amendment to allow a maximum building height up to 60 feet for Lots 7-9 of the Terrazza Center and to add additional sign standards for single-tenant buildings above 50,000 square feet.

LOCATION AND CONTEXT

SUBJECT SITE

Life Time Athletic Peoria (Lots 7-9): North of the northwest corner of 67th Avenue and Hatfield Road, as shown in Exhibit 2.

CONTEXT

The Terrazza Center is generally located south and west of the southwest corner of 67th Avenue and Happy Valley Road, just beyond a QuikTrip service station and SuperStar Car Wash. The Terrazza Center shares internal access and driveways with Christ's Church of the Valley (CCV) which is located directly west of the center.

The Terrazza Center is zoned Planned Area Development (PAD) and is comprised of a number

of lots which allow uses such as retail, restaurants, and an assisted living facility. Life Time Athletic Peoria would occupy Lots 7-9 as shown within the PAD. These lots are located directly south of the shared 67th Avenue driveway into Terrazza Center and CCV, and are currently used for excess parking by CCV. The Life Time Athletic Peoria building and associated outdoor recreation space will occupy a majority of the three respective lots. Life Time Athletic and CCV have created a cross-parking agreement to allow patrons of Life Time Athletic to utilize the existing parking lot.

APPLICANT'S PROPOSAL

Life Time Athletic is proposing to construct a new three-story health and exercise center in northeast Peoria. The center would be open from 4:00 a.m. to 12:00 a.m. (midnight) and include indoor pools, a café, spa, and laundry facilities on the ground floor. The second floor would consist of two basketball courts, two yoga studios, pilates, barre, educational center, two group fitness studios, a cycle studio, office, and a kid's academy. Cardio, resistance equipment, weights, training, team fitness, medical and proactive care will be located on the third floor. The accessory facilities and activities proposed in association with the facility include indoor and outdoor sale of food and beverages, retail sale of health and fitness related items, salons and steam rooms. An outdoor recreational area will feature a waterslide and both a lap pool and leisure pool. A bistro will be located adjacent to the pool area to serve members. The applicant's conceptual site plan showing the building and outdoor recreational areas is shown in Exhibit 6.

STAFF ANALYSIS

ZONING

The site is currently zoned Terrazza Center Planned Area Development (PAD) (Exhibit 4) and designated as Mixed Use on the General Plan Land Use Map (Exhibit 3). The site is a mix of uses including freestanding and multi-tenant restaurant buildings, and an assisted living center. Life Time Athletic Peoria would represent the anchor tenant at the southern edge of the development. The proposal would finalize the Terrazza Center, as Lots 7-9 are the remaining lots within the development. To be clear, the existing Terrazza PAD zoning permits the athletic facility land use. Therefore, land use is not an issue. The proposed amendment seeks to modify the maximum height for this site to enable the construction of a three-story Life Time Athletic facility.

ANALYSIS

AMENDED STANDARDS

The proposed maximum height allowance of 60 feet is consistent with a number of high profile buildings within the CCV campus, including the 45-foot worship center, and in general with the surrounding area. For example, the adjacent 75-foot prayer hill located directly northwest, and the transmission line corridor directly south of the proposal are greater in height than the

existing 30 foot height allowance. Additionally, the proposed allowance is only applicable to this proposal and does not change any other height allowance within the Terrazza Center.

As designed, the proposed building and amenities would be situated approximately 250 feet north of the existing (100-foot tall) transmission towers and a total of 300 feet away the existing residential area located south of the Hatfield Road alignment. Given the scale of existing site elements within the immediate vicinity and the proposed setback away from the residential area, staff believes the proposed increase in height is compatible with the area.

The applicant is also proposing new language within the Comprehensive Sign Package (CSP) located within Appendix E of the Standards and Guidelines Report (Exhibit 5) to address large-scale anchors, such as Life Time Athletic. The proposed sign allowance would increase the amount of signage allowed for single-tenant buildings above 50,000 square feet. The proposed Life Time Athletic Center is approximately 120,000 square feet, and staff finds the proposed signage allowance is at an appropriate scale given the massing and height of this type of use.

TRAFFIC

The site is served by 67th Avenue to the east, along with having access to a number of existing secondary driveways that are accessed from an internal spine road shared between the Terrazza Center and CCV. As part of the proposal, the applicant is proposing to design and construct a new traffic signal at the primary CCV driveway located directly north of the proposed Life Time building. Additionally, Life Time Athletic will be extending a third travel lane on 67th Avenue for southbound traffic to further mitigate potential traffic concerns. Furthermore, the applicant's traffic study identifies the peak hours for this type of use is offset from typical timeframes associated with rush hour for commuting traffic. The City's Traffic Engineering Division has reviewed and approved the applicant's traffic study in accordance with city standards.

WATER/SEWER

Water and sewer facilities exist adjacent to the site and have available capacity to serve the property.

PUBLIC SAFETY

There are no anticipated impacts to public safety as a result of this proposal.

COMMUNITY INVOLVEMENT

Public Noticing

The application was properly noticed pursuant to Section 21-315 of the Peoria Zoning Ordinance, which includes notification to all property owners within 600 feet of the site and registered HOAs within one (1) mile, posting of a sign on the site, and placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

Outreach Requirements

As a requirement of the Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting (Exhibit 7). The meeting was held on July 11, 2018 at 6:00 p.m. at Building 400 on the CCV campus.

There were thirty-one (31) attendees at the meeting, in addition to the development team for the project, and city staff. The applicant presented the details of the proposed project to the attendees. There was an overall positive response to the proposed use of the site, which has been included within the enclosed Citizen Participation Plan (Exhibit 7).

Support

The applicant did an extensive outreach effort ahead of the initial submittal. The support letters and petition are included in Exhibit 8, along with a graphic indicating their respective location in relation to the site (outlined in red) and the 600-foot buffer notification buffer (highlighted in blue). Additionally, the comment cards received at the neighborhood meeting included within the applicant's Citizen Participation Report (Exhibit 7) and during subsequent outreach meetings have been graphically represented in Exhibit 9 to show the regionally support for the proposal. Both Exhibit 8 and 9 also include the location of the Home Owner's Association (HOA) in opposition to the case.

Opposition

At the time of this writing, Staff has received two (2) emails in opposition. The first email is from an HOA located approximately one-half mile to the north of the site (see Exhibit 10). The second email did not provide an address. The first email states concerns regarding the proposed height and architecture of the building. The second email states concerns about the loss of desert vegetation and traffic congestion. Those concerns are summarized below, and staff's response is provided in italics.

- Height
The proposed Life Time Athletic Peoria is located approximately one-half mile to the south of the HOA. Several tall buildings exist between the neighborhood and the proposed site, including Terramar Elementary School, the CCV main auditorium, and the approximate 75-foot prayer hill located directly northwest of the proposed Life Time Athletic. Additionally, the proposed location is at the southernmost edge of the mixed-use district and has been planned for a development since the zoning was approved. A large overhead power line corridor also traverse the adjacent parking lot to the south, prohibiting any future development.
- Architecture
The applicant has filed a Site Plan application that is currently under a separate, administrative review process. The proposal will need to conform to all Zoning Ordinance and Design Review Manual standards.
- Desert Natural Habitat
The proposed Life Time Athletic Peoria would utilize an existing parking field that is longer used by the church and would not disrupt any natural environment.

- Traffic congestion
The applicant will be adding a third travel lane on 67th Avenue from Happy Valley Road to Villa Lindo and adding a new traffic signal at the main, shared driveway. The peak hours for the gym use are inconsistent with typical rush hour travel in the morning and afternoon.

KEY FINDINGS

1. The proposed building height is limited in nature, and appropriate with the scale of existing site elements within the immediate area.
2. The additional sign standards are recommended to be proportionate with the scale and height of the proposed building.
3. The applicant/owner has submitted a signed and notarized a Proposition 207 waiver, which will be recorded with the conditions outlined below.

PROPOSITION 207

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.

RECOMMENDATION

Staff recommends that the Planning and Zoning Commission take the following action:

- 1) Recommend approval of Case Z15-0011A.2 to the City Council, per the attached conditions of approval (Exhibit 1).

STAFF CONTACT

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

Z15-0011A.2 Life Time Athletic Peoria

North of the northwest corner of 67th Avenue and Hatfield Road



The amendment to the zoning district(s) for the above mentioned property is subject to the following Conditions of Approval in order to protect the public health, safety and welfare of the City of Peoria:

Governance

1. The Developer shall comply with all City of Peoria Engineering Design Standards, policies, and requirements at the time of development and civil improvement plan submittal.

Site Design

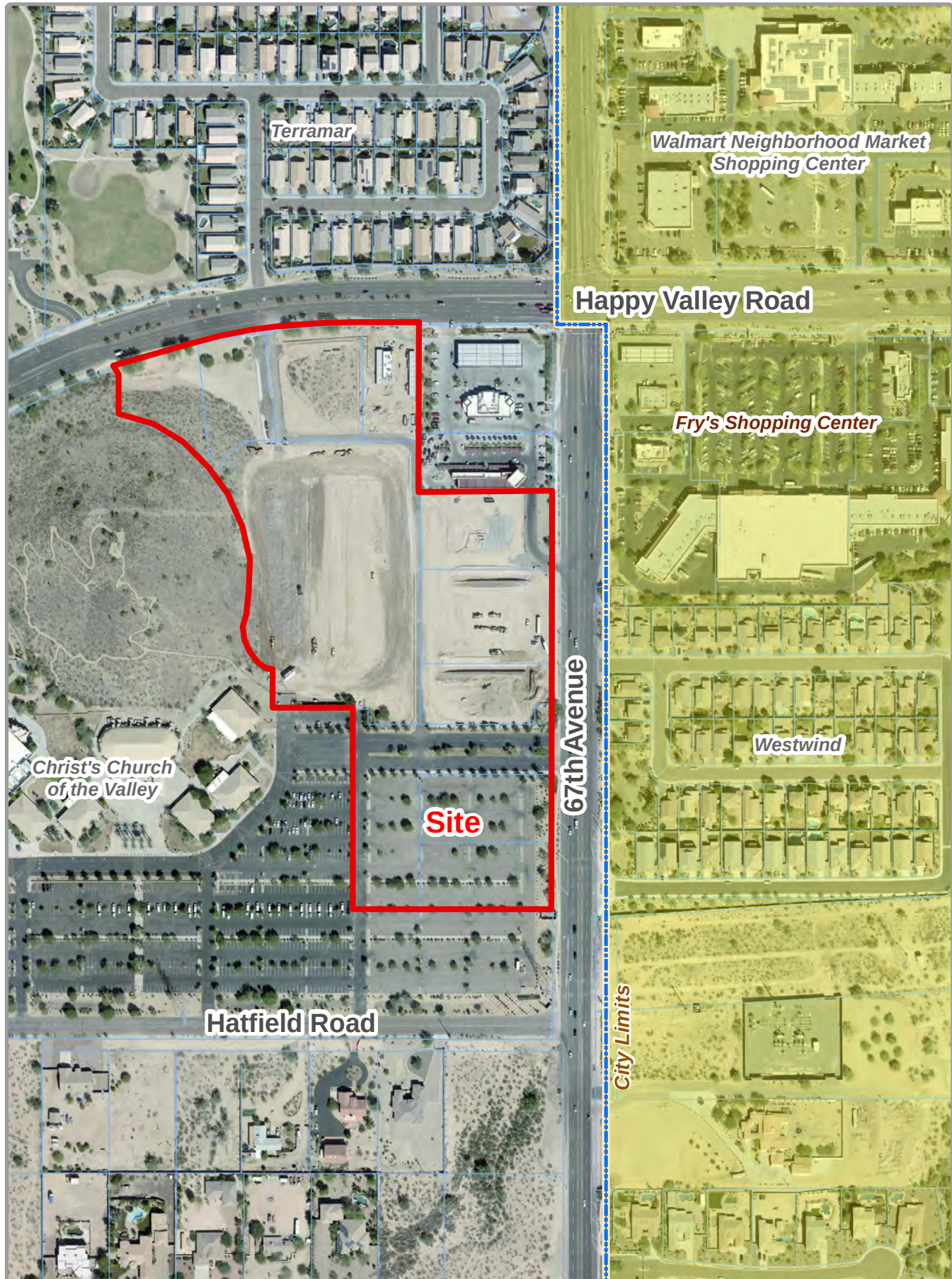
2. The Development shall substantially conform to the Terrazza Center Planned Area Development Standards and Guidelines Report (Exhibit 5) and Conceptual Site Plan (Exhibit 6) as contained in the staff report to the Planning and Zoning Commission for September 20, 2018.

Infrastructure and Dedications

3. A Final Traffic Impact Study/Analysis shall be approved prior to the issuance of civil improvement plans. All driveways shall be constructed in accordance with the turning movement recommendations identified in the approved TIS/TIA.
4. The Developer shall design and construct the traffic signal at the primary entry into the Christ's Church of the Valley campus entrance at 67th Avenue prior to the issuance of a Certificate of Occupancy for this site. The traffic signal shall comply with the City of Peoria Engineering Design Standards, policies, and requirements at the time of development and civil improvement plan submittal.

Z15-0011A.2 Life Time Athletic Peoria

North of the northwest corner of 67th Avenue and Hatfield Road



Z15-0011A.2 Life Time Athletic Peoria

North of the northwest corner of 67th Avenue and Hatfield Road

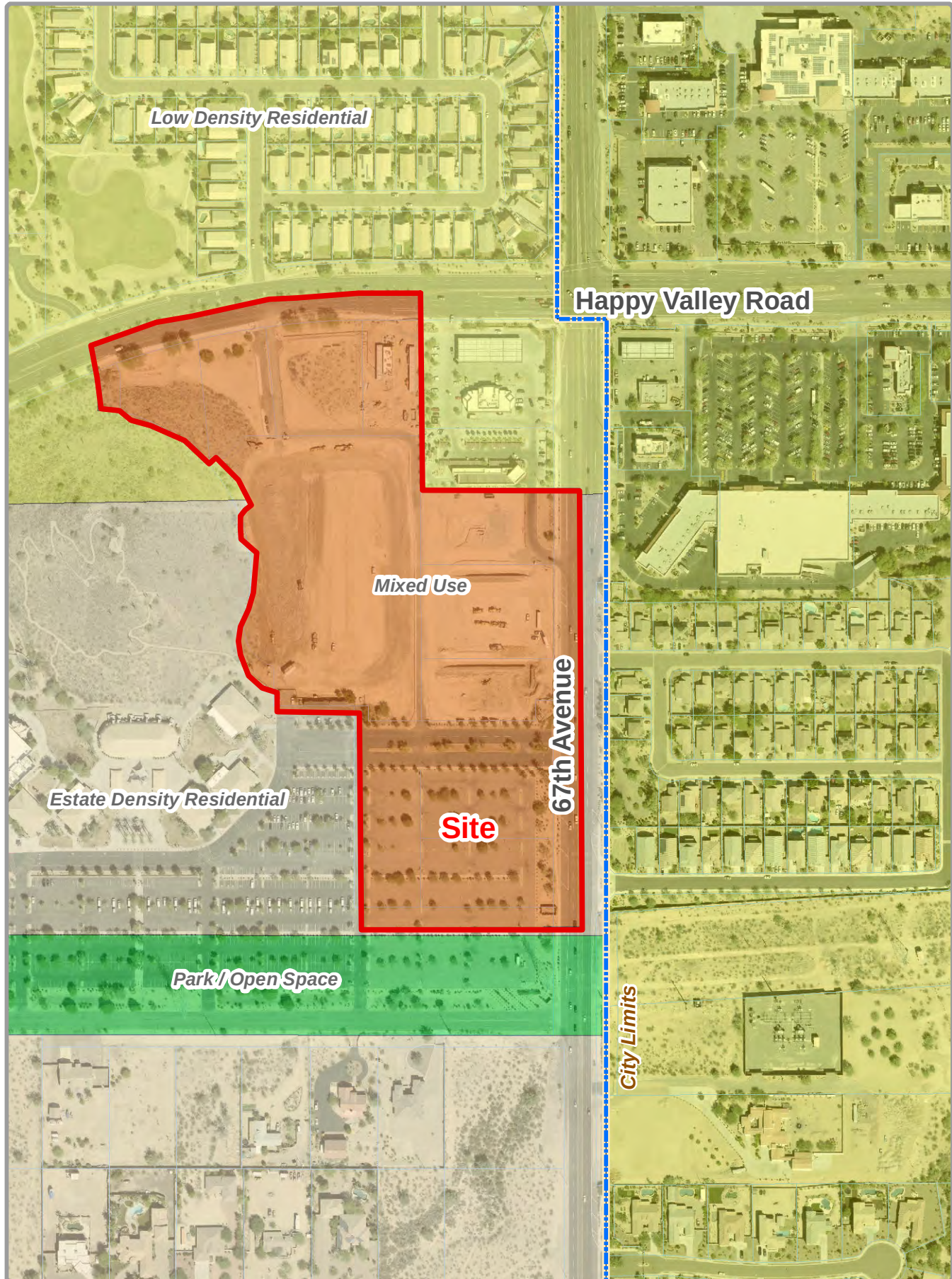


Exhibit 3 | Existing General Plan Land Use Map

Z15-0011A.2 Life Time Athletic Peoria

North of the northwest corner of 67th Avenue and Hatfield Road

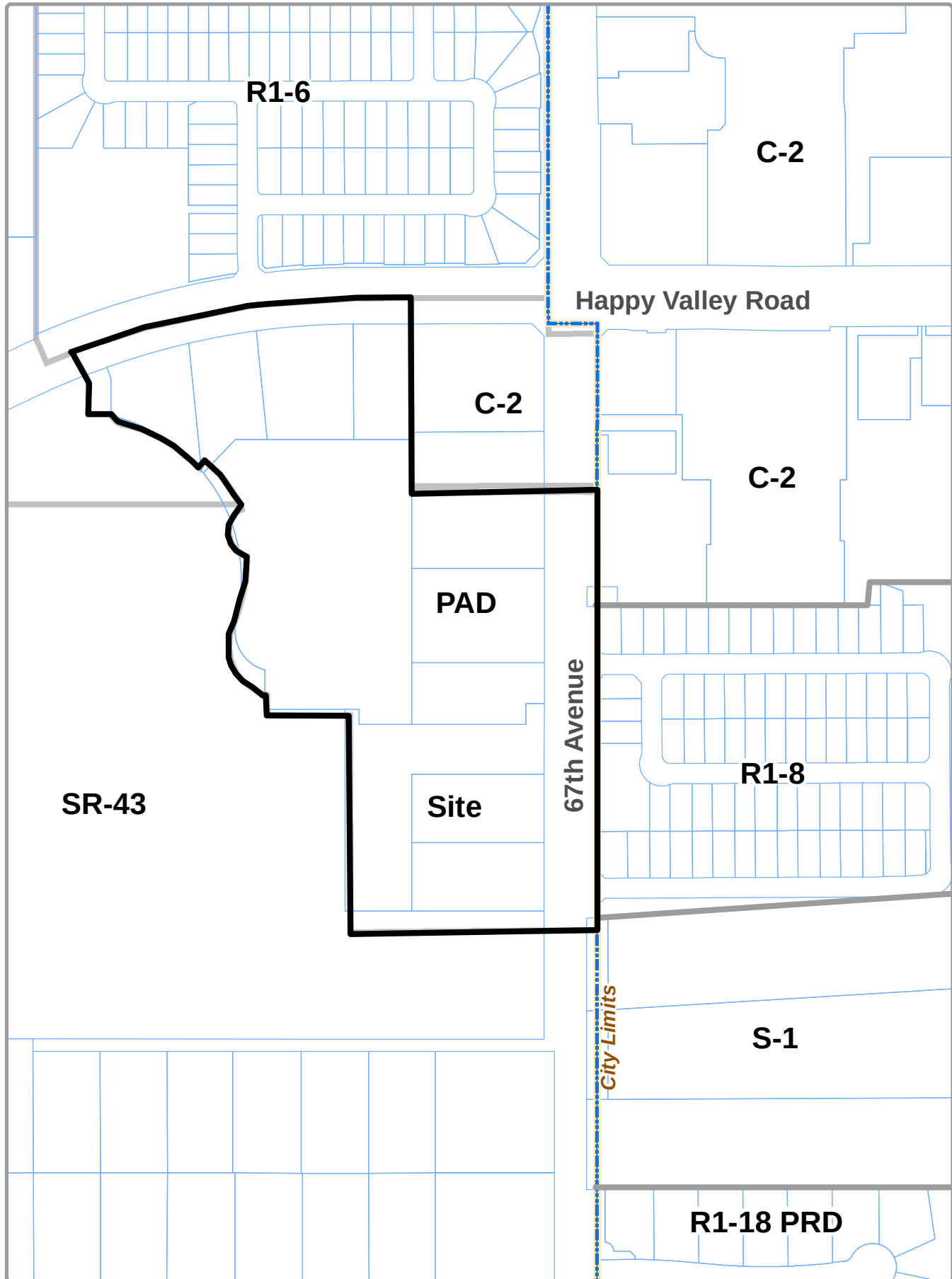
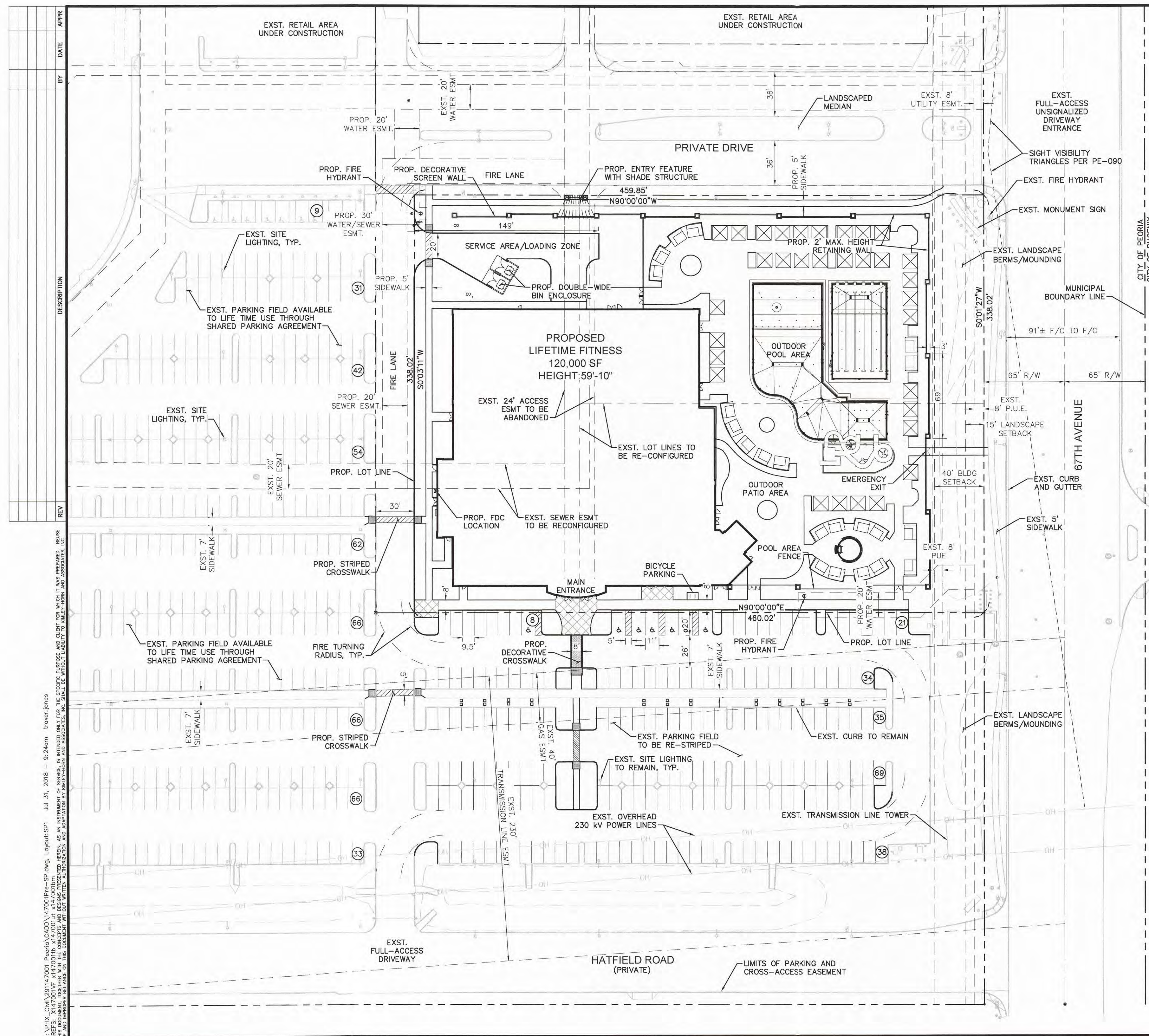


Exhibit 6

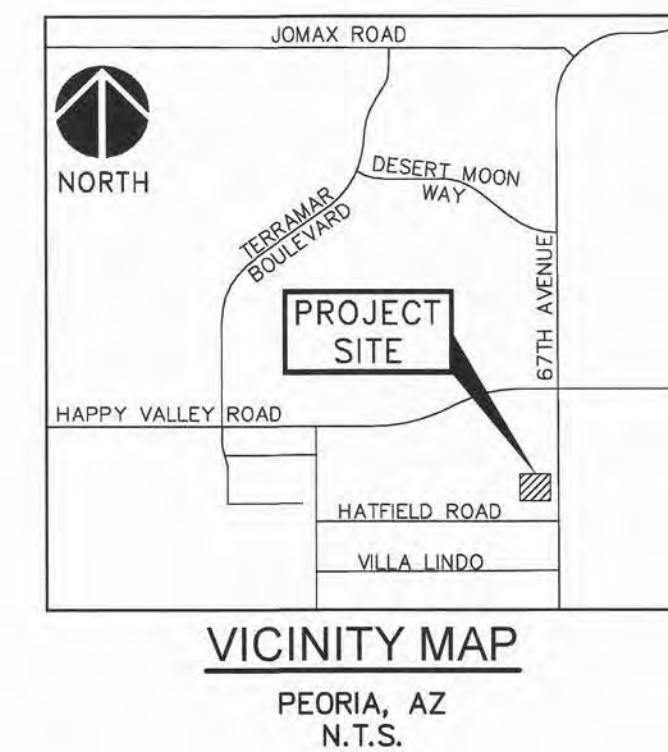


CIVIL ENGINEER

KIMLEY-HORN
7740 N. 16TH STREET
SUITE 300
PHOENIX, AZ 85020
PH: (602) 944-5500
CONTACT: TRAVER JONES, PE
DEVELOPER/ARCHITECT

LIFE TIME FITNESS
2902 CORPORATE PLACE
CHANHASSEN, MN 55317
PH: (652) 947-0000
CONTACT: JUSTIN SCHMIDT, PE

LAND SURVEYOR
SURVEY INNOVATION GROUP, INC.
7301 EAST EVANS ROAD
SCOTTSDALE, ARIZONA 85260
PH: (480) 922 - 0780
CONTACT: JASON SEGNERI



SITE DATA:

APN: 201-13-349, 201-13-347,
201-13-348, & A PORTION OF
201-13-352
CROSS AREA: 455 AC. 85% (7.00 AC)

GROSS AREA: 155,463 SF (3.60 AC)
NET AREA: 155,463 SF (3.60 AC)
EXISTING ZONING: PAD
PROPOSED ZONING: PAD

BUILDING FOOTPRINT: 47,900 SF
LOT COVERAGE: 47,900/155,463 = 30.8%

PARKING REQUIRED:
INDOOR REC= 0.90*120,000 SF * 1 SPACE/200 SF
540 SPACES
OUTDOOR REC (POOL)= 0.90*25,000 SF * 1 SPACE/1000 SF
23 SPACES

TOTAL REQ'D PARKING= 563 SPACES (551 STANDARD, 12 ADA)

PARKING PROVIDED: 634 SPACES (618 STANDARD, 16 ADA)
NOTE: TOTAL PARKING PROVIDED WILL
BE ACHIEVED THROUGH A SHARED
PARKING AGREEMENT WITH ADJACENT
PROPERTY OWNER

CITY OF PEORIA GENERAL NOTES:

1. ALL SIGNAGE SHALL BE REVIEWED AND APPROVED BY SEPARATE PERMIT.
2. ALL ROOF-MOUNTED EQUIPMENT SHALL BE SCREENED FROM VIEW.
3. SERVICE ENTRY SECTIONS (SES) SHALL BE INTERNALIZED.

Kimley»»Horn
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© 2018 KIMLEE-HORN AND ASSOCIATES, INC.
7740 North 16th Street, Suite 300
Phoenix, Arizona 85020 (602) 944-5500

89

LIFETIME

SNOWTIE

SWC OF 67TH AVENUE AND HAPPY VALLEY ROAD

PRELIMINARY SITE PLAN

PEORIA, ARIZONA

PROJECT No.
291147001

SCALE (H): 1"=40'

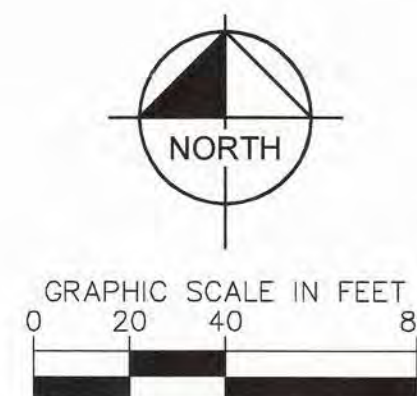
SCALE (V): NONE

DRAWN BY: CGF

DESIGN BY: CGF

CHECK BY: TMJ

DATE: 07/31/18



SP1

CASE NUMBER SP18-13



CITIZEN REVIEW & NEIGHBORHOOD INVOLVEMENT REPORT

Life Time Athletic Z15-0011A.2

July 20, 2018

Overview

This Citizen Review Report is being performed in association with a request for a Major PAD to increase the allowed maximum building height from 30 feet to 60 feet of an approximately 3.6+/- acre property located at the southwest corner of 67th Avenue and Happy Valley Road. The proposed project would result in a state of the art Health and Exercise Center. This Citizen Review Report will be updated throughout the process.

The entire project team is sensitive to the importance of neighborhood involvement and creating a positive relationship with property owners, residents, business owners, homeowners associations, and other interested parties. Communication with these parties will be ongoing throughout the process. Work on compiling a list of impacted and interested stakeholders and neighborhood outreach began prior to the application filing and will also continue throughout the process. Communication with impacted and interested parties has taken place with verbal, written, electronic, and door-to-door contact.

Community Involvement

The outreach team has been communicating with neighboring property owners, HOA's, and community members by telephone, one-on-one meetings and door-to-door outreach since February of 2018. Members of the outreach team will continue to be available to meet with any neighbors who wish to discuss the project. Additionally, they will be contactable via telephone and/or e-mail to answer any questions relating to the project.

Exhibit 7

Surrounding property owners, HOAs and other interested parties were noticed via first class mail regarding the project. The distribution of this notification met the City's requirements as specified in the Citizen Review Checklist. This notification contained information about the project, as well as contact information. This contact person will continue to provide, as needed, additional information and the opportunity to give feedback. The notification also contained information regarding a neighborhood Open House that was held on July 11, 2018 at Christ's Church of the Valley for those who wished to learn more about the project.

31 interested people attended the Open House. Councilmembers Binsbacher and Edwards also attended. Attendees were supportive of the project and questions were addressed at the Open House. Many attendees were enthusiastic about having a Life Time facility in the neighborhood. One attendee who lives immediately south of the site wanted to understand the setback of the building and was pleased to see the proposed traffic improvements. The outreach team will continue to be available to respond to any neighbors who have questions or comments.

A vital part of the outreach process is to allow people to express their concerns and understand issues and attempt to address them in a professional and timely matter. Again, the entire team realizes the importance of the neighborhood involvement process and is committed to communication and outreach for the project.

ATTACHMENTS:

Notification Letter
Notification List
Sign-in sheets
Comment Cards

Lifetime Fitness - Peoria

Owner	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP	Parcel Number
67 DEVELOPMENT LLC					
67TH AVENUE & HAPPY VALLEY LLC					
67TH AVENUE & HAPPY VALLEY LLC					
7007 W HAPPY VALLEY RD LLC					
7838 RENTALS LLC					
AMERIHOME INVESTMENTS LLC					
ARIZONA ENTRYWAYS LLC					
ARIZONA PUBLIC SERVICE CO					
BABE INVESTMENTS L L C					
BARTLETT LISA MARIE					
BEHRENS JAROD/CHRISTINA					
BODESTEAN REBECCA					
BOGGIE MICHAEL/ELIZABETH					
BROUGHAM CHERYL TR					
CHESHER JAMES					
CHEUNG JOLENE					
CIMPEAN SORIN					
COLE SANDRA					
CORDOVA FAMILY TRUST					
COUGHLIN JAMI					
DANA JAMES R/GINA M					
DANG JUSTIN DUY					
DAVE BROWN WESTVIEW HOMEOWNERS ASSOCIATION					
DECKER GUY W					
DEER VALLEY UNIFIED SCHOOL DISTRICT NO 97					
DILLARD GEORGE J/ANGELA R					
DOMBOVY DEBRA J/JAMES P					
DUTU SORIN N					
EDMONDS MARY MILLER					
EGAN SYDNEY T					
ELIAS ALFONSO J/IRMA A					
ENRI 2 LLC					
ESPARZA VICTOR M/VALDEZ SYLVIA M					

Lifetime Fitness - Peoria

ESSEX COMPANIES LLC
FILIPOWICZ JOHN K/SHARON L
FINK ANTHONY
FORTUNA FRANLIN JR/JACQUELINE
GAO LEI/JIANG NAN
GIBO SUSANNE/SENCZAKOWICZ JOSEPH TR
GRAVER 2016 REVOCABLE TRUST
HACKER CHRISTOPHER V/TARA L
HALVERSON LEAH ALLISON
HAMILTON INVESTMENT TRUST
HAMILTON TERRY
HAMMEL ERIC P/ CINDY L
HANNON STEVEN MICHAEL
HARRISON NATHAN R/WENDY
HILL DOUGLAS L
HOBEL KELLY A
HUGILL RAY T
HUIBREGTSE PHILLIP/EVELYN
JANUS FAMILY TRUST
JEWELL STEVEN/BREALYNNE
JIMENEZ ANTHONY JAMES/NICHOLS ABRIANNA MARIE
KALIOR CINDY/MARK
KATHLEEN A CIULLA LIVING TRUST
KISSLING FAMILY REVOCABLE TRUST
KONKOL STEVEN R/TAMARA A
KUCK AMY R
LEE SAI Y/NANCY J/STEPHEN
LEVEILLE RICHARD
LINSMEYER DOUGLAS
LUNA TAMMY/DAVID
MANN JOSEPH R
MARTINEZ ANNA M
MCCREARY MARK K/LISA L
MONTOYA MARCELINO

Lifetime Fitness - Peoria

MOUNTAINVIEW RIDGE HOMEOWNERS ASSOCIATION
N.A.
NGUYEN NYCOLETTE
NGUYEN XUANANN T
NORTON KELLY
OJDANIC DRAGAN/ARAPOVIC KAROLINA
OLSON ROBERT C/TRACI
OPENDOOR PROPERTY W25 LLC
ORCHARD POINTE AT TERRAZZA LLC
OTCHKOV VINCENT/NELSON KEELEY
OWENS CHRISTOPHER/YVONNE
PATEL AJAYKUMAR/DEVINDRA AJAYKUMAR
PELGRIM JAMES E JR
PEORIA CITY OF
PEORIA CITY OF
PEORIA CITY OF
PETRUCCI NICHOLAS M/LYNNE E
PIERCE KEITH M
POOL DEBORAH J TR
POUNCEY DOUGLAS/FLANDERS ELIZABETH
QUIKTRIP CORPORATION
R&D KISSLING LIVING TRUST
RAMOS CLAUDIA/ZAPATA SERGIO
RAPP SUSAN
REED KATEY C/RUSSELL R
REPAK WILLIAM J/MARY ANN TR
RI CS1 LLC
RODRIGUEZ JASON J/ROSANA
ROW CANDICE H
S R P A I & P D
SALAZAR ANDREW J/ANTOINETTE S
SALOUM AMIR
SANCHEZ STEPHANIE
SCHOW ERICH JOHN/AMBER

Lifetime Fitness - Peoria

SEEGAN GARY D/LANA R						
SEVERE MICHAEL A						
SKOGLUND DAVID L/DEBORAH A						
SMALLWOOD LARRY W JR/JAMIE						
SMITH KEVIN						
SMITH THOMAS M JR/TRACIE ANN						
SMITHS FOOD & DRUG CENTERS INC						
SONG WON YOUNG/WOO HEE						
SONIC DEVELOPMENT OF AZ LLC						
SRIVASTAVA VIVEK/TRIBBAWAN NATH						
SSCW HAPPY VALLEY ROAD LLC						
ST JOHN ROGER GLEN JR						
STR FUND XVI LLC						
SZILAGYI SHERYL D						
TANNER JAMES R						
TARLETON SHERRY						
TERRAMAR COVE COMMUNITY ASSOCIATION						
TERRAMAR HOMEOWNERS ASSOCIATION						
VERNON CHRISTINA/JAMES						
VISTA RICA HOLDINGS L L C						
WALLACE JAMES S						
WILLIAMS EVA CRISTINA						
WRIGHT TERRY D/ELDA P						
YANTAS CLAUDIO/ROSALBINA E						

Life Time Fitness
 Neighborhood Meeting Sign-In Sheet
 Wednesday, July 11, 2018

850
1

First Name	Last Name	Street Address	City, State & Zip
Hale	Parisek		
BRIAN	MOFFITT		
Julie	moore		
Lisa	Wetzel		
Lorie	Dever		
Hilary	Finnen		
JOEY & Kedei	Bombaei		
Katie	Poe		
Terri	Hamilton		
Nathan	Scheigert		
Charisse LeDe	LeDe		
Mike & Kristi	Kalas		
REBEKAH YAZZ PRESTON	ABERPA		
Carrie	Daukas		
Mike	Tohler		
Chris	Driver		
Elissa	Driver		
Evan	Engle		
Sheryl	Campbell		

Life Time Fitness
Neighborhood Meeting Sign-In Sheet
Wednesday, July 11, 2018

[illegible]

**Life Time Fitness
Neighborhood Input Card**

PRINT NAME

Mike Yohler

ADDRESS

PHONE

PLEASE TELL US YOUR THOUGHTS & SUGGESTIONS REGARDING THE PROPOSED PROJECT:

I Am strongly in favor of the project. I was a former member in Scottsdale & then moved to the Area I have been hoping the club moves out here.

Technical Solutions • 4350 E. Camelback Rd., Suite G-200 Phoenix, AZ 85018 • Phone: (602) 957-3434 • Fax: (602) 955-4505

**Life Time Fitness
Neighborhood Input Card**

PRINT NAME

Evan Engle

ADDRESS

PHONE

PLEASE TELL US YOUR THOUGHTS & SUGGESTIONS REGARDING THE PROPOSED PROJECT:

My family is a full support of this potential new business. We were past members of Life Time Scottsdale and would join this new location

Technical Solutions • 4350 E. Camelback Rd., Suite G-200 Phoenix, AZ 85018 • Phone: (602) 957-3434 • Fax: (602) 955-4505

**Life Time Fitness
Neighborhood Input Card**

PRINT NAME Julie Moore

ADDRESS [REDACTED]

PHONE [REDACTED]

PLEASE TELL US YOUR THOUGHTS & SUGGESTIONS REGARDING THE PROPOSED PROJECT:

please please please - I am a member
at palm valley L.T. My husband and I
completely support this. we Love
Lifetime!

Technical Solutions • 4350 E. Camelback Rd., Suite G-200 Phoenix, AZ 85018 • Phone: (602) 957-3434 • Fax: (602) 955-4505

**Life Time Fitness
Neighborhood Input Card**

PRINT NAME JOEY + Kerri Bombacci

ADDRESS [REDACTED]

PHONE [REDACTED]

PLEASE TELL US YOUR THOUGHTS & SUGGESTIONS REGARDING THE PROPOSED PROJECT:

Excited for this new project and
having the facility so close to
home. Bring it on!

Technical Solutions • 4350 E. Camelback Rd., Suite G-200 Phoenix, AZ 85018 • Phone: (602) 957-3434 • Fax: (602) 955-4505

**Life Time Fitness
Neighborhood Input Card**

PRINT NAME Hale Parissek

ADDRESS

PHONE

PLEASE TELL US YOUR THOUGHTS & SUGGESTIONS REGARDING THE PROPOSED PROJECT:

Just Awesome! Super excited.

Technical Solutions • 4350 E. Camelback Rd., Suite G-200 Phoenix, AZ 85018 • Phone: (602) 957-3434 • Fax: (602) 955-4505

**Life Time Fitness
Neighborhood Input Card**

PRINT NAME Bob Trent

ADDRESS

PHONE

PLEASE TELL US YOUR THOUGHTS & SUGGESTIONS REGARDING THE PROPOSED PROJECT:

Looking forward to joining!

Technical Solutions • 4350 E. Camelback Rd., Suite G-200 Phoenix, AZ 85018 • Phone: (602) 957-3434 • Fax: (602) 955-4505

**Life Time Fitness
Neighborhood Input Card**

PRINT NAME Hilary Finnen

ADDRESS

PHONE

PLEASE TELL US YOUR THOUGHTS & SUGGESTIONS REGARDING THE PROPOSED PROJECT:

Fantastic! I'm on board! Masters Swimming please
😊

Technical Solutions • 4350 E. Camelback Rd., Suite G-200 Phoenix, AZ 85018 • Phone: (602) 957-3434 • Fax: (602) 955-4505

**Life Time Fitness
Neighborhood Input Card**

PRINT NAME Elissa Driver

ADDRESS

PHONE

PLEASE TELL US YOUR THOUGHTS & SUGGESTIONS REGARDING THE PROPOSED PROJECT:

Please make this happen. Been waiting for
lifetime nearby for years!

Technical Solutions • 4350 E. Camelback Rd., Suite G-200 Phoenix, AZ 85018 • Phone: (602) 957-3434 • Fax: (602) 955-4505

**Life Time Fitness
Neighborhood Input Card**

PRINT NAME

Darla Kissling

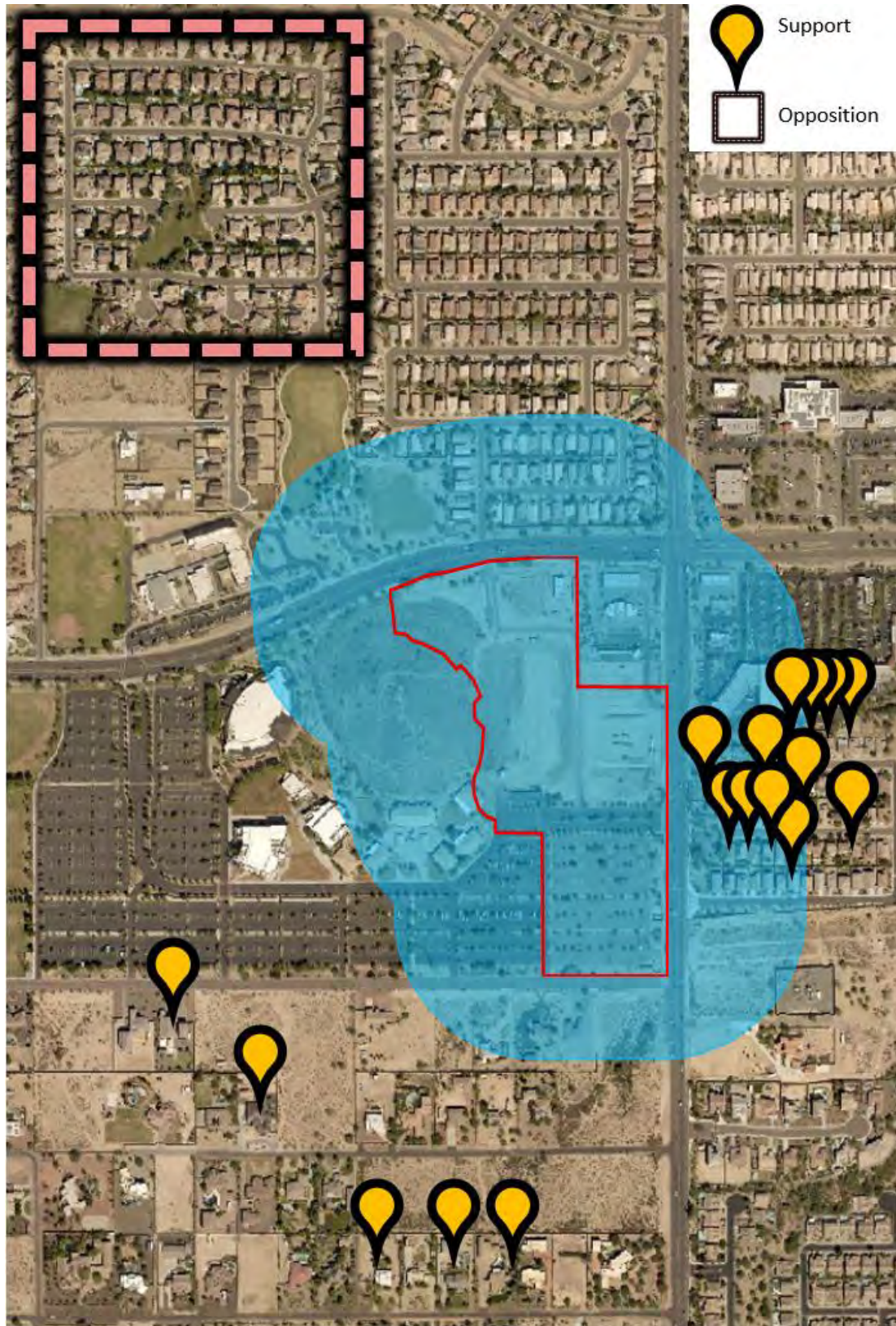
ADDRESS

PHONE

PLEASE TELL US YOUR THOUGHTS & SUGGESTIONS REGARDING THE PROPOSED PROJECT:

Z15-0011A.2 Life Time Athletic Peoria

North of the northwest corner of 67th Avenue and Hatfield Road



PETITION IN SUPPORT OF LIFE TIME ATHLETIC

To the Mayor, City Council and City Clerk:

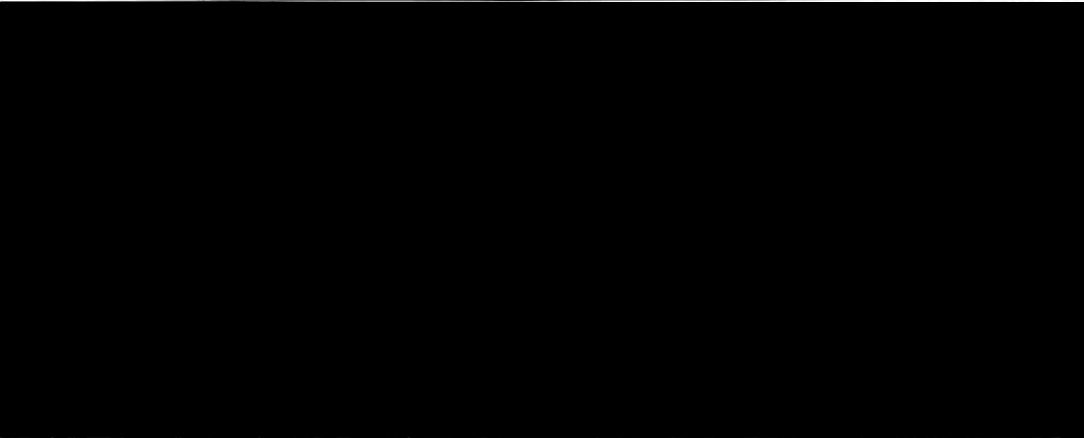
We, the undersigned, support the proposed Life Time Athletic project located near the northwest corner of 67th Avenue and Hatfield Road. This PAD amendment request would result in a high-end fitness and health destination that will bring a much-needed service to the area. Life Time offers amenities and an experience for the whole family and would be a welcomed addition to this community.

Signature	Printed Name	Address	Date
	Ronald L Obermayer		02/21/2018
	RICHARD RICE		02/21/2018
	Randy Frozong		02/22/2018
	Mike Heyberg		02-21-18
	Juanita Rios		
	Tara Gagliardi		2/21/18
	Derek Lathue		2/21/18
	Christina Gigerich		2/21/18
	Scott Ruggles		2/21/18
	Peyton Ruggles		2/21/18
	Shale Durham		2/21/18
	Ron Roffes		2/21/18
	James Chesher		2-21-18
	MICHAEL BOGGE		2/22/18
	Elizabeth Flanders		2/22/18

PETITION IN SUPPORT OF LIFE TIME ATHLETIC

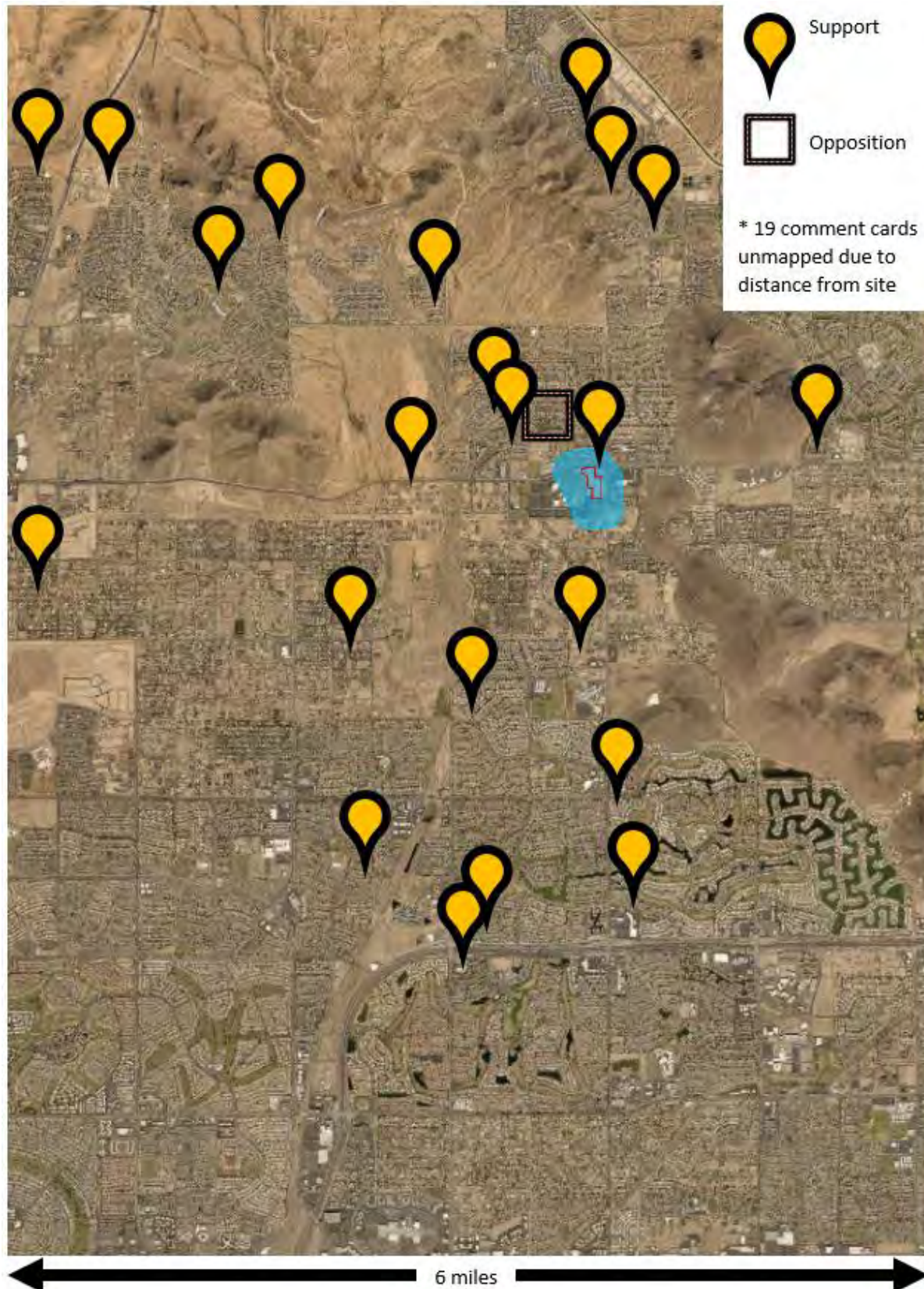
To the Mayor, City Council and City Clerk:

We, the undersigned, support the proposed Life Time Athletic project located near the northwest corner of 67th Avenue and Hatfield Road. This PAD amendment request would result in a high-end fitness and health destination that will bring a much-needed service to the area. Life Time offers amenities and an experience for the whole family and would be a welcomed addition to this community.

Signature	Printed Name	Address	Date
1. 	Aliia Yantas		2/22/18
2. 	A. Fonso ELias		
3. 	Sara San Miguel		2/22/18
4. 	Wayne Sogetsitty		2-22-18
5. 	Robert Allen		2-22-18
6. 	JAMES Vernon		02/22/18
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Z15-0011A.2 Life Time Athletic Peoria

North of the northwest corner of 67th Avenue and Hatfield Road



TERRA VISTA ESTATES HOMEOWNERS' ASSOCIATION
c/o Borg Property Services, LLC

August 7, 2018

Mr. Chris Jacques
Planning and Community Development Director
City of Peoria
9875 North 85th Avenue
Peoria, Arizona 85345

**via CERTIFIED MAIL/RETURN RECEIPT REQUESTED
& email (chris.jacques@peoriaaz.gov)**

RE: Rezoning Case: Z15-0011A.2
Life Time Fitness/Lots 7-9 within the Terrazza Center
South of the Southwest Corner of 67th Avenue & Happy Valley Road

Dear Mr. Jacques:

This letter is written on behalf of the Terra Vista Estates Homeowners Association (TVE) located just north and west of the northwest corner of 67th Avenue and Happy Valley Road. This community is comprised of 121 high-end, estate-style single family homes, which are located in close proximity of the above referenced case.

Based upon a **unanimous vote** from its Board of Directors, the Terra Vista Estates community **vehemently opposes** the proposed new height of a new Life Time Fitness. **This change must NOT be allowed** as:

- 1) It is an extreme contrast to the existing commercial structures, nearly twice the height of other commercial structures in the area.
- 2) It sets a dangerous precedent on any future developments in this area.
- 3) It would be an eye-sore to an established high-end residential community.

Please oppose this new height request, as it will have a significantly adverse effect on the entire community. "Thank you", in advance, for your consideration of this letter and our community's position on this issue.

Sincerely,



LLC

 Bret C. Borg, CPM®

President – Authorized Agent for Terra Vista Estates Homeowners Association

cc. Terra Vista Estates HOA – Board of Directors (via email)
General Correspondence File – TVE (w/enclosure)

Exhibit 3
Draft Ordinance

ORDINANCE NO 2018-32

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA PROVIDING CERTAIN AMENDMENTS TO THE TERRAZZA CENTER PLANNED AREA DEVELOPMENT (PAD) STANDARDS AND GUIDELINES REPORT; 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 20, 2018 in zoning case Z15-0011A.2 in the manner prescribed by law for the purpose of considering a Major Amendment to the existing Terrazza Center Planned Area Development (PAD), generally pertaining to maximum building heights on Parcels 7 through 9, amended sign standards, and to provide for housekeeping updates.

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 31, 2018; 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 amended per the Terrazza Center Planned Area Development (PAD).

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 Terrazza Center Planned Area Development Standards and Guidelines Report (Exhibit 5) and Conceptual Site Plan (Exhibit 6) as contained in the staff report to the Planning and Zoning Commission for September 20, 2018.
2. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z15-0011 (*Terrazza Center*) or any successive amendments (Cases Z15-0011A.1) except as modified within the PAD.

3. The Developer shall comply with all City of Peoria Engineering Design Standards, policies, and requirements at the time of development and civil improvement plan submittal.
4. A Final Traffic Impact Study/Analysis shall be approved prior to the issuance of civil improvement plans. All driveways shall be constructed in accordance with the turning movement recommendations identified in the approved TIS/TIA.
5. The Developer shall design and construct the traffic signal at the primary entry into the Christ's Church of the Valley campus entrance at 67th Avenue prior to the issuance of a Certificate of Occupancy for this site. The traffic signal shall comply with the City of Peoria Engineering Design Standards, policies, and requirements at the time of development and civil improvement plan submittal.

SECTION 3: 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 16th day of October , 2018.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in: Peoria Times

Pub. Dates: October 26, 2018

Effective Date:

EXHIBIT A

Legal Description

A portion of Lot 1 of Christ's Church of the Valley Amended as shown on Final Plat, recorded in Book 680, page 34, Maricopa County Records (M.C.R.) and a portion of Section 1 and Section 12, all lying within Section 1 and Section 12, Township 4 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 12, a 3-inch Maricopa County Highway Department (M.C.H.D.) brass cap in a handhole stamped T4N R1E S1 S12 R2E, from which the southeast corner of the northeast quarter of the northeast quarter of said Section 12, a 3-inch City of Peoria (C.O.P.) brass cap flush stamped RLS 27239 2005, bears South $00^{\circ}01'27''$ West, a distance of 1318.08 feet, said northeast corner being the POINT OF BEGINNING;

THENCE along the east line of said Section 12, South $00^{\circ}01'27''$ West, a distance of 1002.04 feet;

THENCE leaving said east line, North $89^{\circ}58'33''$ West, a distance of 65.00 feet, to the east line of said Lot 1;

THENCE leaving said east line, North $90^{\circ}00'00''$ West, a distance of 491.25 feet;

THENCE North $00^{\circ}00'00''$ East, a distance of 517.70 feet;

THENCE North $90^{\circ}00'00''$ West, a distance of 197.53 feet;

THENCE North $00^{\circ}01'27''$ East, a distance of 77.00 feet, to a point of intersection with a non-tangent curve;

THENCE northwesterly along said curve, having a radius of 100.00 feet, concave northeasterly, whose radius bears North $15^{\circ}01'06''$ East, through a central angle of $90^{\circ}47'36''$, a distance of 158.46 feet, to a point of reverse curvature;

THENCE northwesterly along said curve, having a radius of 400.00 feet, concave southwesterly, through a central angle of $102^{\circ}50'56''$, a distance of 718.02 feet, to a point of intersection with a non-tangent line;

THENCE North $00^{\circ}03'02''$ East, a distance of 77.00 feet;

THENCE North $21^{\circ}17'35''$ West, a distance of 19.56 feet, to the northerly line of said Lot 1;

THENCE leaving said northerly line, North $21^{\circ}17'58''$ West, a distance of 65.00 feet, to the monument line of Happy Valley Road, as shown on said Final Plat and a point of

intersection with a non-tangent curve;

THENCE along said monument line, easterly along said curve, having a radius of 1909.03 feet, concave southerly, whose radius bears South 21°17'58" East, through a central angle of 21°11 '52", a distance of 706.28 feet, to the curve's end;

THENCE North 89°53'54" East, a distance of 136.58 feet;

THENCE leaving said monument line, South 00°06'06" East, a distance of 65.00 feet, to the northwest corner of Lot 1 of QuikTrip #436 Final Plat recorded in Book 1210, page 10, M.C.R.;

THENCE along the west line of said QuikTrip #436 Final Plat, South 00°02'16" East, a distance of 415.00 feet, to the southwest corner of said QuikTrip #436 Final Plat;

THENCE leaving said west line, along the south line of said QuikTrip #436 Final Plat, North 89°53'54" East, a distance of 327.27 feet, to the west right-of-way line of 67th Avenue as shown on said QuikTrip #436 Final Plat;

THENCE leaving said south line and said west right-of-way line, North 89°57'41" East, a distance of 65.00 feet, to the east line of said Section 1;

THENCE along said east line, South 00°02'19" East, a distance of 32.02 feet, to the POINT OF BEGINNING.

Containing 23.4258 acres, or 1,020,428 square feet of land, more or less.

Subject to existing rights-of-way and easements.

EXHIBIT B



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15R.

Date Prepared: 10/2/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

FROM: Chris M. Jacques, AICP, Planning Director

SUBJECT: PUBLIC HEARING - Rezoning, Granite Hills, Dysart Road and Ridgeline Road

Purpose:

Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2018-33** approving the rezoning of approximately 40 acres located south of the southeast corner of Dysart Road and Ridgeline Road from Suburban Ranch (SR-43) to Granite Hills Planned Area Development (PAD).

Summary:

Background

The applicant, Amy Weidman on behalf of Taylor Morrison, is requesting to rezone the property from Suburban Ranch (SR-43) to Granite Hills Planned Area Development (PAD) to develop a new single-family subdivision in northwest Peoria. As discussed in the Standards and Guidelines Report, the proposed development would consist of 120 single-family lots, variable lot sizes, entry features, natural and improved open space, recreational amenities and trail connections. The PAD standards are most closely aligned with the City's R1-6 and R1-8 zoning districts. The proposal would result in a gross density of 3.0 units per acre.

The subject site is a vacant, undeveloped property located south of the southeast corner of Dysart Road and Ridgeline Road. The site was annexed into Peoria in 2010 as part of a larger area and provided with Suburban Ranch (SR-43) zoning.

General Plan Conformance

The subject property is designated on the General Plan Land Use Map as Low Density Residential, which has a density range of 2 - 5 dwelling units per acre (du/ac), and a target of 3 du/ac. The target density is considered the maximum allowable density, unless the project and the applicant can demonstrate superior design and/or enhanced level of amenities.

The proposed density for Granite Hills is 3.0 du/ac, which is in conformance with the density envisioned for this area by the General Plan.

Planned Area Development (PAD) Request

Through the PAD, the development will implement enhanced amenities and provide significantly more open space than is typically required to justify changes to the minimum development standards for the City standard R1-6 and R1-8 zoning districts.

- The project will provide almost 12 acres of open space (31% gross site), significantly exceeding all open space requirements.
- The project will also include approximately 3.6 acres of useable open space, which at almost 11% of the developed site area (excluding preserved wash) exceeds the typical 9% useable open space requirement that would apply to projects with similar lot sizes.
- The applicant will be providing a comprehensive trail network through the development along the major wash corridor that traverse the property and along the undisturbed Natural Open Space corridor on the east end of the site.
- The applicant will be providing an enhanced primary entry off Dysart Road, which will include a tree-lined median, and trees on both sides of the detached sidewalks. This roads leads directly towards the centralized open space that includes a turfed retention basin, play structures, ramadas, barbeque grills, and a tree bosque.

Based on these enhancements, the requested modified development standards through the PAD are in conformance with the Planned Area Development request.

Analysis of Request

The proposed mix of lot sizes, substantial entry and shade features, and usable open space preservation complements similar residential development in the area. The proposed density is in line with similar developments in the surrounding vicinity. The proposal creates new development opportunities to the south of the site with the half-street improvements along Dysart Road, incorporates a continuous trail network, and provides access and utility easements to the southern edge of the proposed site.

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 notice was provided in the manner prescribed under Section 21-315 of the Peoria Zoning Ordinance. Posting of the site was completed within the prescribed number of days prior to the Public Hearing.

Support / Opposition

As of the time of writing this report, staff has not received any support or opposition to the request since a change in the proposed homebuilder. The application originally received two emails of opposition approximately 12 months ago. The proposal included seventeen additional lots and easements into Trilogy at Vistancia by DR Horton. The project remained under review while the applicant obtained a new homebuilder, Taylor Morrison. The new homebuilder has reduced the proposed density down to 3.0 units per acre and obtained necessary easements to the north into the Sonoran Place subdivision, instead of into Trilogy at Vistancia.

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. For both

meetings, the applicant notified all property owners within a 600-foot radius of the site and all registered Homeowner's Associations within 1 mile of the site. The meeting was held on September 14, 2017 at 6:00 p.m. at Vistancia Elementary School. There were approximately 25 members of the public in attendance at the meeting. Based on comments and feedback received from the neighborhood meeting, DR Horton left the project. The new homebuilder Taylor Morrison refined the proposal and then sent out an update letter to all residents within a 600-foot radius of the site and all registered Homeowners' Associations within one (1) mile. To date, the City has not received any additional feedback on the proposal.

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/Background:

- On September 20, 2018 the Planning and Zoning Commission held a public hearing on this case. The Commission unanimously recommended approval of this request. There were no speakers in support or opposition to the proposal.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or

B: Approve with modifications; or

C: Deny; or

D: Continue action to a date certain or indefinitely; or

E: Remand to the Planning & Zoning Commission for further consideration.

Staff Recommendation:

APPROVE as recommended by the Planning & Zoning Commission.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

ATTACHMENTS:

Exhibit 1 - Vicinity Map

Exhibit 2 - Planning and Zoning Commission Packet

Exhibit 3 - Draft Ordinance

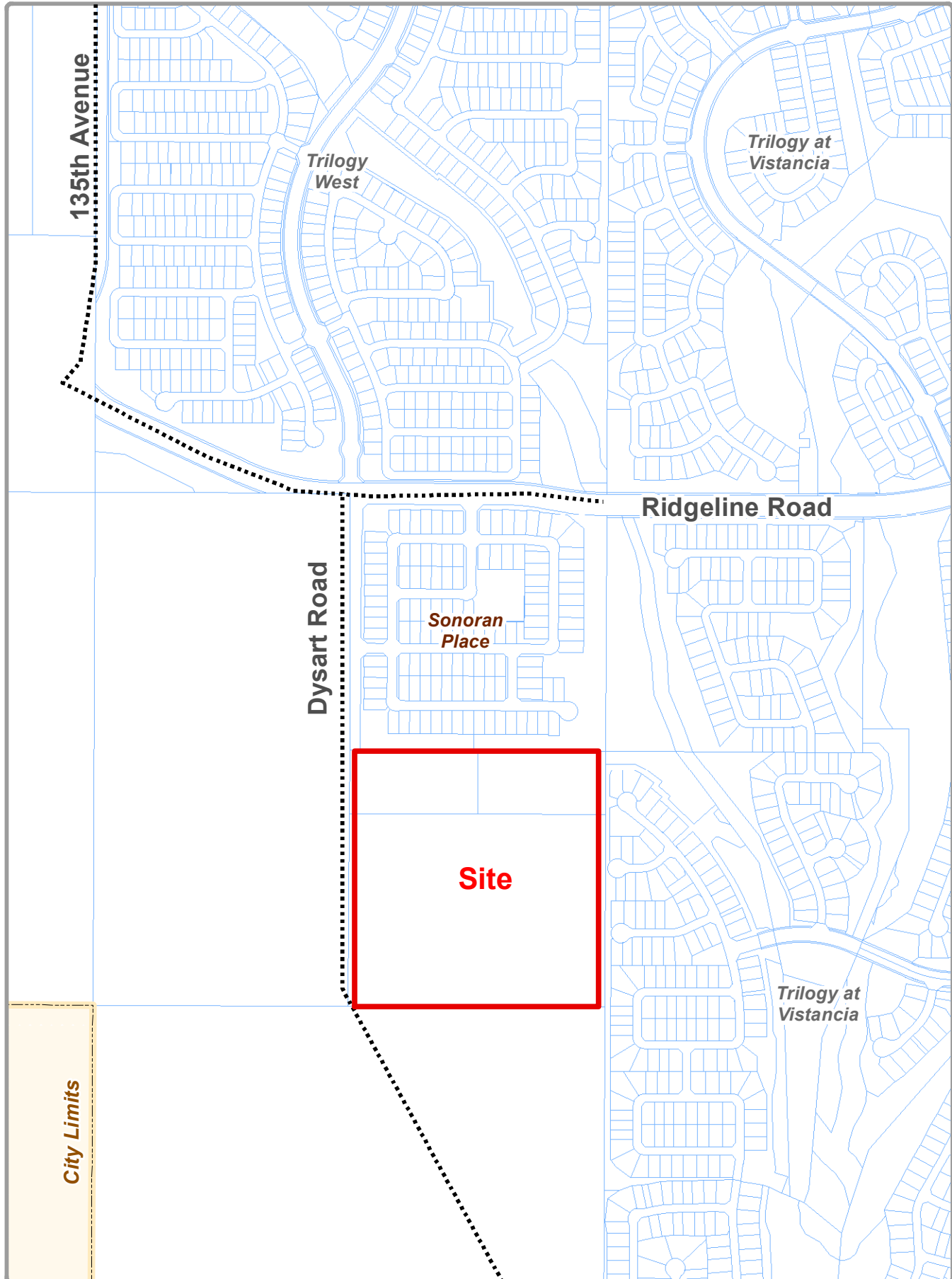
Contact Name and Number:

Chris Jacques, AICP, Planning Director (623) 773-7609

Randy Proch, Planner (623) 773-5164

Z17-12 Granite Hills

South of the southeast corner of Dysart Road and Ridgeline Road





PLANNING AND ZONING COMMISSION

STAFF REPORT

Date September 20, 2018

To Planning and Zoning Commission

From Randy Proch
Planner

Subject **Granite Hills Rezone**
Proposal to rezone approximately 40 acres from Suburban ranch (SR-43) to Planned Area development (PAD) to facilitate the development of a 120-lot single-family residential community called Granite Hills.

PROPOSAL

The applicant is proposing a new single-family subdivision in northwest Peoria known as Granite Hills. The proposed development would consist of 120 single-family lots, variable lot sizes, entry features, natural and improved open space, recreational amenities, and trail connections.

APPLICATION INFORMATION

Case Numbers Rezoning Application (Z17-12)

Applicant Amy Weidman on behalf of Taylor Morrison

Request(s) Rezone 40 acres from Suburban Ranch (SR- 43) to Granite Hills Planned Area Development (PAD).

LOCATION AND CONTEXT

SUBJECT SITE

South of the southeast corner of Dysart Road and Ridgeline Road, as shown in Exhibit 2.

CONTEXT

The proposed Granite Hills subdivision is located immediately south of Sonoran Place, a single-family subdivision currently under construction, and located west of Trilogy at Vistancia, an age-restricted community. The site abuts the Dysart Road alignment along its west border. Undeveloped, privately owned land is located further west and additionally bounds the south edge of this proposal.

APPLICANT'S PROPOSAL

Taylor Morrison is proposing a new single-family development known as Granite Hills. The proposed development would consist of 120 single-family homes with lot sizes ranging from 5,520 square feet to 7,875 square feet. All of the eastern lots adjacent to Trilogy at Vistancia are the largest lot size and will be limited to one-story to provide an appropriate transition between the developments.

Taylor Morrison will be providing a large entry feature with detached sidewalks providing a tree lined canopy on both sides of the primary road into the subdivision and through the central median to create a sense of arrival. The site also includes natural and improved open space, a centralized area for recreational amenities, and trail connections throughout the community.

DEVELOPMENT INFORMATION

<u>Existing Use:</u>	Vacant/undeveloped
<u>Proposed Use</u>	120 single-family residences
<u>Property Size:</u>	39.92 gross acres 38.15 net acres
<u>Density Range:</u>	2.0 - 5.0 du/ac, target of 3.0 du/ac
<u>Density Proposed:</u>	3.0 du/ac
<u>Building Height</u>	
Allowed:	30 Feet
Proposed:	30 Feet, except as noted on Lots 46-61 where the maximum is 1-story.
<u>Open Space</u>	
Required	11.84 acres (31.04%)
Provided:	11.84 acres (31.04%)
<u>Useable Open Space</u>	
Required:	3.6 acres (9%)
Provided:	4.36 acres (10.92%)
<u>Natural Open Space</u>	
Required:	5.72 acres (15.0%) 5.74 acres (15.03%)
Provided:	Undisturbed 5.4 acres (14.15%) Revegetated 0.34 acres (0.88%)

Refer to Table 1 within this report for the proposed development standards.

STAFF ANALYSIS

GENERAL PLAN

The subject property is designated on the General Plan Land Use Map as *Low Density Residential*, which has a density range of 2.0 – 5.0 dwelling units per acre (du/ac), and a target of 3.0 du/ac. The target density is considered the maximum allowable density, unless the applicant can demonstrate superior design and/or enhanced level of amenities.

ANALYSIS

The proposed density for Granite Hills is 3.0 du/ac, which is in conformance with the density envisioned for this area by the General Plan. Because the requested density is at the target for this category, no additional design measures or enhancement of amenities is required. However, as part of their justification for the request, the applicant has cited two primary areas where the proposed design meets a superior level of design as noted below. Staff findings are provided in *italics*:

- A high level of interconnectivity throughout community: - Increased pedestrian and multi-modal connectivity by designing trails that connect open spaces. Trails are separated from roadways and enable bicyclists, horse riders and pedestrians to travel throughout the development; - Construction of identified pedestrian/bicycle paths and trails where there is a deficiency

The applicant will be providing a comprehensive trail network through the development along the major wash corridor that traverse the property and along the undisturbed Natural Open Space corridor on the east end of the site.

- Community character and sense of place: Enhanced entry/gateway monumentation and overall community theming; or capitalization on a location's assets to creation destinations within a project.

The applicant will be providing an enhanced primary entry off Dysart Road, which will include a tree-lined median, and trees on both sides of the detached sidewalks. This roads leads directly towards the centralized open space that includes a turf retention basin, play structures, ramadas, barbeque grills, and a tree bosque.

KEY FINDINGS

1. The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan;
2. This rezoning request is consistent with the General Plan Low Density Residential (2.0-5.0 du/ac, target of 3.0 du/ac) land use designation; and
3. This rezoning request will result in a residential development that is compatible with the existing adjacent neighborhood(s).

ZONING

The site is currently zoned Suburban Ranch 43 (SR-43) which requires a minimum lot size of 43,560 square feet or one acre (Exhibit 4). The proposed lot sizes for Granite Hills are smaller than those allowed under the existing SR-43 zoning district. Accordingly, the Applicant is proposing to rezone the site to Planned Area Development (PAD).

ANALYSIS

LAND USE AND ZONING HISTORY

The property was annexed into the City of Peoria on June 8, 2010 through *Ordinance 2010-10* as part of a much larger area of land. Subsequently, the site was affixed with initial zoning of Suburban Ranch 43 (SR-43), which was deemed as the most compatible zoning district to the prior Maricopa County Rural-43 (RU-43). The site has remained undeveloped since annexation.

PAD STANDARDS ANALYSIS

A PAD is an alternative from the standard zoning district (e.g. R1-6, R1-8) wherein the 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 standards).

The proposed development standards for Granite Hills are most similar to the City's R1-6 zoning district with some variations specific to this project (Exhibit 5). This includes a reduced lot width and increased lot depth and lot coverage. A comparison of the proposal and R1-6 is outlined in the table below with variations noted in **bold**:

Table 1 – Proposed Development Standards

Standards	R1-6	Granite Hills (proposed)		
Minimum Lot Area (SF) *	6,000	5,520	5,750	7,875
Minimum Lot Width (FT)	50	48	50	63
Minimum Lot Depth (FT)	100	115	115	125
Maximum Lot Coverage (percentage)	45%	One-story Two-story	55% 50%	50% 45% 45%
Maximum Building Height (FT)	30	30		
Front Setback (FT) - Side-entry garage	10	10		
Front Setback (FT) - Front-facing garage	20	20		
Interior Setback (min/total FT)	5/13	5/13		
Rear Setback (FT)	15	15		
Corner Setback (FT)	10	10		

* Granite Hills is proposing 35 lots at 48' x 115', 46 lots at 50' x 115', and 39 units at 63' x 125'. Approximately one-third of the lots will be the largest lot size of 7,875 square feet all of which are located along the northeast and eastern side of the development.

AMENITIES

The applicant is proposing to maintain the large wash corridor in its natural state, and will provide pedestrian trails to intermingle with the natural landscape where possible. There is an trail corridor within the Sonoran Place community that will be extended through this development along the 75-foot wide open space corridor, and will eventually carry on as future development continues to the south. As noted in Exhibit 5, approximately 15% of the site will be Natural Open Space, approximately 11% will be Usable Open Space, and the overall project will provide approximately 11.84 acres or 31% of the site as open space. The location of each of these areas is graphically represented in Exhibit 6. Within the Usable Open Space, a variety of active and passive recreational areas and amenities will be provided. These will include a large central amenity area that include a tot lot, ramada, picnic areas, and turfed retention area. Further specificity of the amenities will be determined and prescribed during the time of preliminary plat.

DESERT LANDS CONSERVATION OVERLAY DISTRICT

The subject property is located north of Pinnacle Peak, and therefore subject to regulations within the Peoria Desert Lands Conservation Overlay District (DLCO). The purpose of the DLCO is to identify and protect the unique and environmentally sensitive Sonoran Desert lands in the City north of Pinnacle Peak Road and to conserve the distinctive desert character. The overlay establishes criteria for determining conservation priorities based on existing resources and conservation opportunities.

This site has been evaluated in accordance with the DLCO ordinance and the major wash traversing the property will remain in its natural state, with a trail connection traversing along the southern edge of the project along a sewer line easement. The 75-foot wide Natural Open Space along the eastern edge will continue the trail corridor to activate the open space while maintaining the overall condition of the area.

TRAFFIC

Access to the site will be from Dysart Road to the west of the site. Dysart extends north onto Ridgeline Road (formerly Dixileta Parkway), then back into Vistancia. Additionally, Taylor Morrison has entered into an agreement with Ashton Woods, the developer of Sonoran Place (to the north) to provide a second, emergency access easement should an emergency or event occur along Dysart Road that would prohibit access. There will not be any access or utility easements from the site into Trilogy at Vistancia. The City's Traffic Engineering Division has reviewed and approved the applicant's traffic study in accordance with city standards.

WATER/SEWER

Water and sewer facilities exist adjacent to the site and have available capacity to serve the property. Additionally, the applicant has provided funding towards the Westland water campus expansion.

PUBLIC SAFETY

There are no anticipated impacts to public safety as a result of this proposal.

COMMUNITY INVOLVEMENT

Public Noticing

The application was properly noticed pursuant to Section 21-315 of the Peoria Zoning Ordinance, which includes notification to all property owners within 600 feet of the site and registered HOAs within one (1) mile, posting of a sign on the site, and placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

Outreach Requirements

As a requirement of the rezoning application processes, the applicant conducted a neighborhood meeting. The applicant notified all property owners within a 600-foot radius of the site and all registered Homeowners' Associations within one (1) mile.

A neighborhood meeting was held on September 14, 2017 at 6:00 p.m. at Vistancia Elementary School. There were approximately 25 members of the public in attendance at the meeting. At the time, the project was being initiated by DR Horton. Since the initial application was filed in the summer of 2017, DR Horton removed their intent to develop the project. Subsequently, the landowner and land-planning consultant, AndersonBaron, then brought Taylor Morrison onboard to continue with the proposed project.

Based on comments and feedback received from the neighborhood meeting, Taylor Morrison refined the proposal and then sent out an update letter to all residents within a 600-foot radius of the site and all registered Homeowners' Associations within one (1) mile. To date, the City has not received any additional feedback on the proposal. The Citizen Participation Report detailing the results of the meeting and update letter are included as Exhibit 7.

Support / Opposition

The project received two letters of opposition (Exhibit 8) last year when DR Horton was still the homebuilder. Taylor Morrison responded to those concerns by reducing the number of proposed homes to meet target density of 3.0 dwelling units per acre, obtaining easements to the north through Sonoran Place instead of into Trilogy at Vistancia, and ensuring the community will comply with the Dark Sky ordinance.

KEY FINDINGS

1. The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan;
2. This rezoning request is consistent with the General Plan Low Density Residential (2-5 du/ac, target of 3 du/ac) land use designation; and,
3. This rezoning request will result in a zoning district designation and standards that are 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.

SCHOOL DISTRICT INFORMATION

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 (Exhibit 8) from the Peoria Unified School District indicating the school district's support for the proposed rezoning.

PROPOSITION 207

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.

RECOMMENDATION

Staff recommends that the Planning and Zoning Commission take the following action:

- 1) Recommend approval of Case Z17-12 to the City Council, per the attached conditions of approval (Exhibit 1).

STAFF CONTACT

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

Z17-12 Granite Hills

South of the southeast corner of Dysart Road and Ridgeline Road



The amendment to the zoning district(s) for the above mentioned property is subject to the following Conditions of Approval in order to protect the public health, safety and welfare of the City of Peoria:

Governance

1. The Developer shall comply with all City of Peoria Engineering Design Standards, policies, and requirements at the time of development and civil improvement plan submittal.

Site Design

2. The Development shall substantially conform to the Standards and Guidelines Report (Exhibit 5) as contained in the staff report to the Planning and Zoning Commission for September 20, 2018.
3. The development shall be limited to a maximum of one hundred twenty (120) residential lots and shall not exceed a gross density of 3.0 dwelling units to the acre.
4. Lots 46-61 (along eastern boundary) as depicted in Exhibit D of the Granite Hills PAD Development Standards and Guidelines Report (August 2018) shall be limited to one-story in height. The restriction shall be denoted on the face of the Plat.

Infrastructure and Dedications

5. The Developer shall provide right-of-way (R/W) dedication for the following roadway(s):
 - a. 55' R/W and a 10-foot public utility easement on the east half of Dysart Road.
6. A Final Traffic Impact Study/Analysis shall be approved prior to the issuance of civil improvement permits.

Z17-12 Granite Hills

South of the southeast corner of Dysart Road and Ridgeline Road

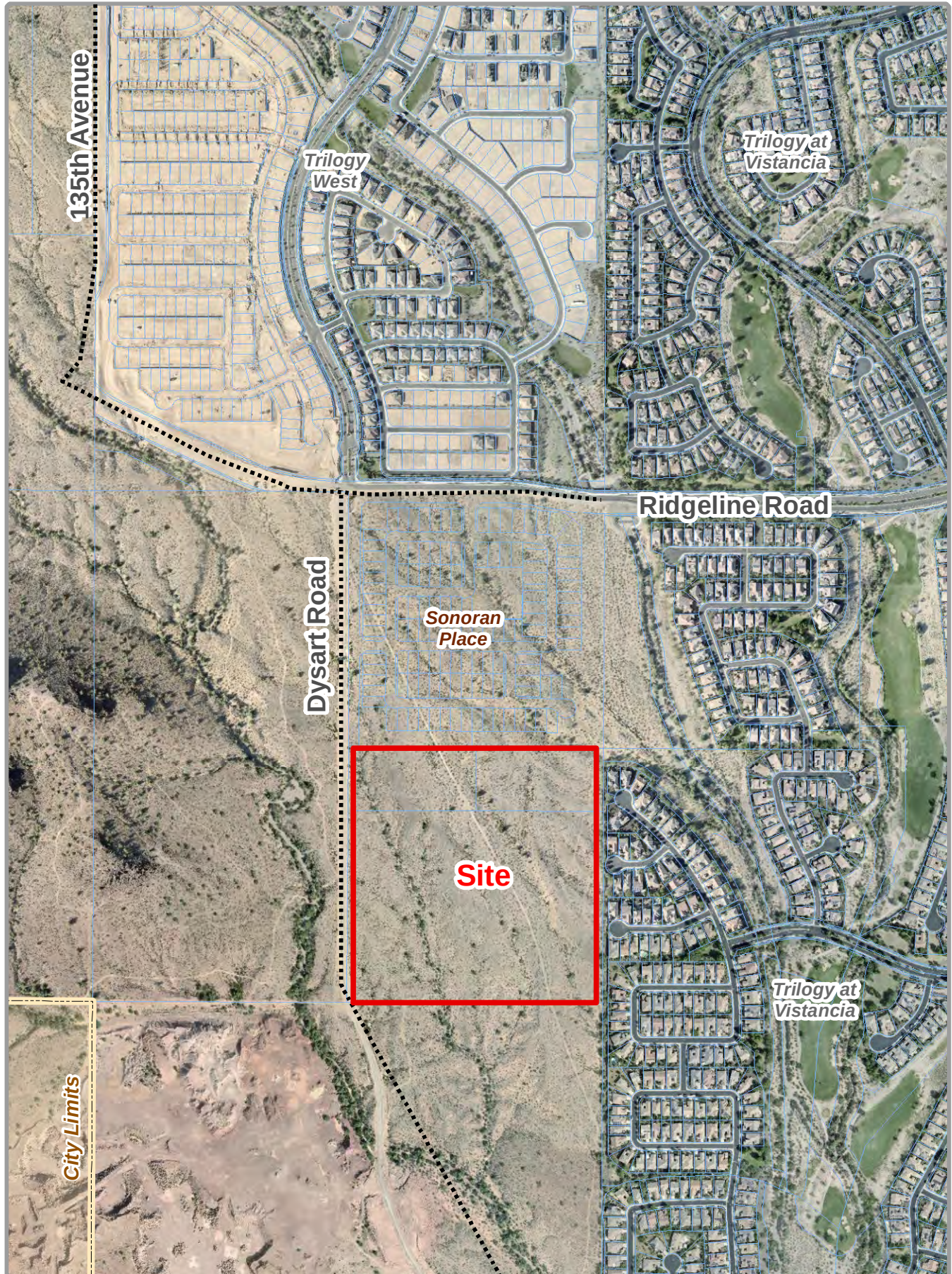


Exhibit 2 | Vicinity Map

Z17-12 Granite Hills

South of the southeast corner of Dysart Road and Ridgeline Road

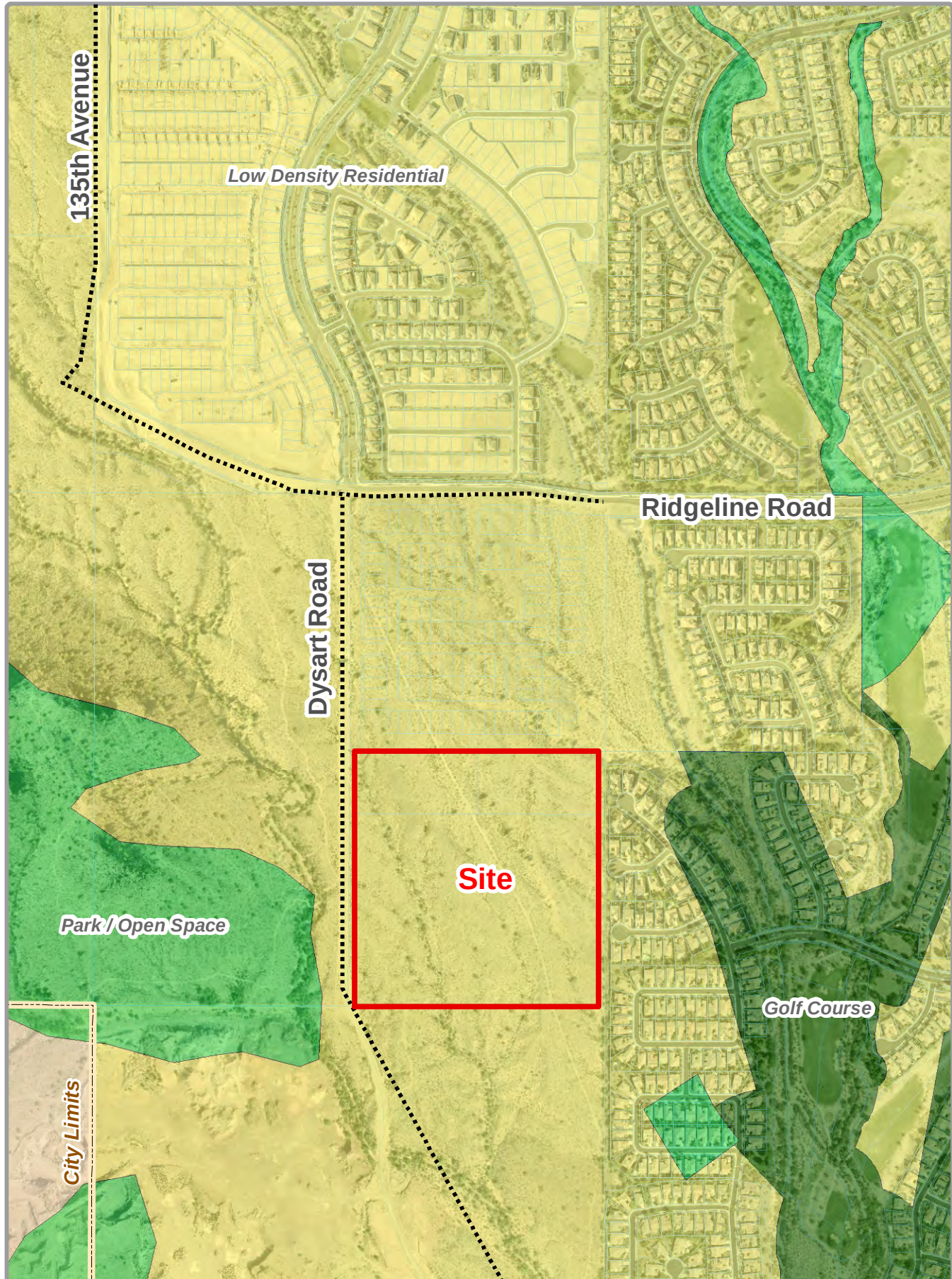
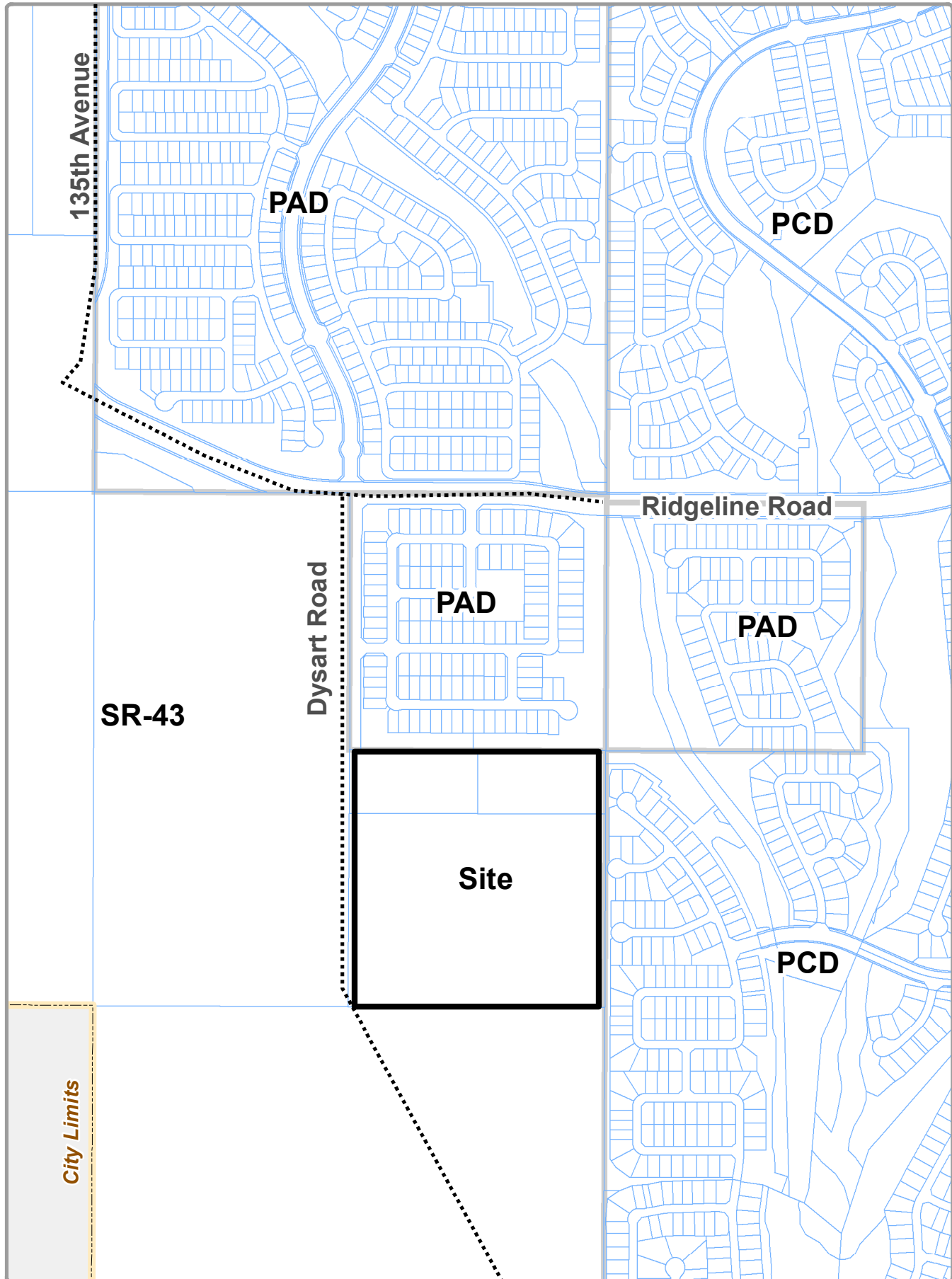


Exhibit 3 | Existing General Plan Land Use Map

Z17-12 Granite Hills

South of the southeast corner of Dysart Road and Ridgeline Road



Summary of Neighborhood Meeting

Granite Hills PAD; located South of the SEC of Dixileta Parkway Road & Dysart Road

(Application Number: Z17-12 / Rezoning)

Date and Time: Thursday, September 14, 2017 – 6:00 p.m.

Location: Vistancia Elementary School Library
30009 North Sunrise Point, Peoria, AZ 85383

Taylor Earl, of Earl, Curley and Lagarde, P.C., provided a presentation of the project.

At the beginning of Mr. Earl's presentation he stressed that this was the beginning of the dialogue with the adjacent residents. He stated he was there to provide a brief presentation of the proposal but mostly to listen to any concerns the neighbors might have, answer their questions, and if he didn't have the answers to their questions that he would take note, find the answer, and get back to the neighbors.

A summary of the presentation points is below (with some additional information in parenthesis):

- The proposal is to rezone 39.92 acres of land west of Trilogy and south of the new Ashton Wood's project for a subdivision called "Granite Hills." It will be a quality single-family subdivision by D.R. Horton.
- The project is near the west edge of Peoria, near Surprise. The state owns a lot of the land out in this area as part of the State Trust. (Much of this area is unincorporated). To be clear, State Trust Land is not "preserve" land and can be developed. The state has a statutory duty to maximize profits on the sale of this trust land, which usually means they wait until other development has already come in and the value of the land has increased. So, while some of you may be asking when the rest of the area will develop, we really can't say.

- We are proposing to rezone to PAD, which is a zoning district that allows a tailored set of standards to be created. This recognizes some plans don't fit within the standard zoning boxes. This flexibility gives us the ability to be creative and to create a quality subdivision. This zoning has been used multiple times around the subject site already, including most recently by Ashton Woods to the north.
- Each city has a general plan, which is a document that is voter approved and guides planning efforts. The general plan designation for this site is "residential/low", just like it is for most of the property in this immediate area (except for certain open space areas and the golf course(s)). This "residential/low" general plan designation allows for a density of between 2 and 5 units per acre. The target density is 3 du/ac. If a project goes over 3, the developer has to justify the additional density by increasing the quality of the subdivision with upgrades such as enhanced amenities, extra open space, etc. We are proposing 3.43 du/ac, which means we will need to elevate the quality of the subdivision to justify that slight increase above 3 du/ac. The difference between the target density of 3 du/ac and our proposed density of 3.43 du/ac only constitutes 17 houses (from 120 to 137). But even that small increase will require us to elevate the quality of the subdivision, which is a benefit to our future residents *and* to you the adjacent neighbors because it means the subdivision's quality will be elevated.
- The subdivision will have an upgraded entry monument to set the tone of the subdivision, along with a landscape median in the middle of the entry drive, similar to the landscaped medians used so well in Vistancia. We have centralized our amenity area so it's right at the front of the subdivision as people drive in, adding to the open and community feel of the entry experience.
- Your community is beautiful and has done a great job with the desert landscaping. D.R. Horton will be continuing that theme within the proposed development by utilizing a desert pallet.
- The subdivision will have a lot of open space, between 29% and 30%. That is far more than most subdivisions. This will give the subdivision a very open feel.
- We are proposing a mix of lot sizes (45'x120', 50'x120', and 60'x120'), with the biggest lot sizes proposed next to Trilogy. Those biggest lots (60x120), are comparable to the lot sizes in Trilogy, though we recognize some of the

Trilogy lots are extra-long and some are a little wider. But in general this is comparable.

- The City is requesting we create a walking trail on the eastern side of our subdivision, between the proposed subdivision and Trilogy, just like was designed and approved recently in the new subdivision to the north of the subject site. We agree with this concept and we have incorporated a wide and open path (75' wide) through natural area open space that will act as a generous buffer between our subdivision and Trilogy. The homes that back up to this trail will have a combo wall that will have 4' of block at the bottom and the 2' of wrought iron view fencing at the top. Having the backyards open to the trail gives the trail a very welcoming and friendly neighborhood feel.
- We will be preserving the minor wash running through our site. It's minor, so it won't create any water issues, but we will be retaining it in its natural state, which again will contribute to the open feeling of the subdivision.
- We are providing an upgraded amenity area with a large turf section that can be used for open play and gatherings. The amenity area will also feature play equipment, shade structure, picnic table, BBQ, and walkways connecting the amenities. We have placed this amenity area within the sightline of drivers entering the subdivision, which will provide the open feel we are seeking. We have also centralized this amenity area in the middle so every homeowner is within a short walk to it.
- We will be utilizing "themed walls" with split face and stone veneer around the subdivision in the areas that would be visible from outside. This will be an upgrade to the regular 6' block wall and will give the community an upgraded feel.
- The neighborhood will be interconnected by the use of sidewalks throughout the whole subdivision, and also decomposed granite trails. We will also be installing a 7' sidewalk on Dysart Rd. that will be enjoyed by residents of the whole area as they walk on Dysart Rd.
- In the development process, rezoning is at beginning. Home designs and specific floorplans come later in the process. We are at the beginning of the process with this request. More specifics about the home plan offering will come later. But what we can say is the homes will be similar to the homes D.R. Horton is already building in Vistancia. They won't be exactly the same floor plans because they are a new product inspired by design in California and which D.R. Horton will be building at its new project up on Mayo Blvd.

and 64th St. in Phoenix. Front porches will be available as will home designs with “forward living,” which means a portion of the home is set forward of the garage so as to emphasize the home and deemphasizes the garage.

- We have been informed the mining operation has ceased and the owners of the mine are looking to remediate the site and make it available for development. Regarding the target shooting at the mine, while we cannot guarantee what the target shooters will do in the future, we believe that our development will be a step toward those shooters no longer using the mine. First, we are a step in development in the area. As homes approach the mine, more and more shooters will no longer want to shoot there. Shooters generally choose areas not near to homes. You may all feel they are already too close to your homes, but certainly adding homes even closer will be a step toward them leaving. Additionally, our development will increase the likelihood that the mine will develop, in part because we will be bringing Dysart Rd. further south. When the mine develops, it will no longer be an abandoned area where shooters can come to.
- We have done many studies regarding the environmental impact of our proposal and submitted those to the City. The City will review and if we need to address additional points, we will do so. But those are available from the City if you would like them via a public records request.

After Mr. Earl's presentation, he opened the floor to questions and comments.

Below is a summary of the questions and their associated answers. Except where noted, answers were provided by Mr. Earl. Additional info is added via parenthesis.

- Q: Will there be any two-story homes?

A: Yes, the subdivision will have two story homes. We cannot exactly anticipate how many will be two stories because it will depend on the buyers' selections. That being said, at this time, we anticipate the subdivision will have more one story homes than two. But again, we can't guarantee that. It's just an expectation based on experience.

- Q: Will you agree to limit the home along the east to one-story?

A: We are aware this was agreed to by Ashton Woods in the subdivision to the north. We had internally discussed this possibility. Is this something that is important to you? {Head nods were visible among most of the attendees}. Okay, based on the feedback I'm seeing from the group, this is obviously something important to you. So, I can commit that D.R. Horton will restrict the homes on the eastern boundary along the walking trail to single-story only.

- Q: What is the distance between homes in Trilogy and the proposed homes in Granite Hills?

A: It varies depending on which two houses we are measuring between, because not all of your houses are oriented on their respective lots the same way, but it's approximately 120-125 feet between structures.

- Q: What is the natural and proposed grading of the site, and will homes in Granite Hills be higher than those in Trilogy?

A: Frank Koo, Wood, Patel & Associates, Inc. (engineering): the site is slightly higher than Trilogy, but the grading is being designed to minimize the amount of both export (dirt removal) and import (bringing additional fill material/dirt into the site).

One of the things affecting the site is the depth of sewer. The present design connects sewer to an existing line in Dysart Road. This requires the site to be higher on the east to accommodate the flow to the west. If Trilogy would allow a connection to the east (into existing line(s) in Trilogy), that would allow the eastern-side of the site to be lower. [Note to reader: engineering analysis done subsequent to the neighborhood meeting has revealed this will likely not be an issue].

Andy Baron, AndersonBaron (land planning): When we did the initial drawings on this site, certain assumptions had to be made. We assumed the land might have to come up a few feet in some places, but as Frank

refines his plans as we move forward, he is hopefully going to be able to reduce the height some. The goal is always to get as close to natural grade as possible. It's less expensive for us and less intrusive for you. That is the goal here as well. Certainly we have no plans to raise the pads for the sake or raising the pads. It would only be done if necessary.

- Q: Could the homes on lots 105-112 be two story? [note to reader: these homes are oriented in a north/south row that is west of the proposed +/- 75' wide walking trail, west of an intervening north/south row of homes, and west of an internal local street].

A: They could be, yes. But they may not be. It's possible the buyers select all single story homes on that row. But the buyer selects the option.

- Neighbor Comment: Some buyers have families and need more space.

A: *That's correct.*

- Q: What will be done to reduce dust during construction?

A: *This is an issue that is closely observed and regulated by Maricopa County as an air quality issue. The County monitors this very closely and the fines are something all builders want to avoid. We will be careful to keep the dust down, including by use of water and other devices. There will also be a phone number for neighbors to call if they observe any dust issues, but we will be self-monitoring.*

- Comment: Perhaps a dust protective barrier could be put up temporarily to protect Trilogy from dust during construction.

A: *We will look into that.*

- Q: Who will be the builder?

A: D.R. Horton intends to build all of the homes in the proposed subdivision.

- Q: What and where is the principal access for both construction and future residents?

A: Until Dysart Rd. is extended to the south, access is only available to the north to Dixileta Pkwy. That route is what our traffic study was based off of.

- Q: When will Dysart Road be extended north from Jomax Road to the site?

A: Dysart Road is proposed to be extended south from Dixileta Pkwy. to our site and then from our site to Jomax, but the timetable for that is unknown. Developers are required to install the half of the street closest to them when they develop their land. We will be installing our half of Dysart Rd. when we develop and the project to the north will be doing the same. The developers of the land south of us would do the same whenever they develop that land. Because we do not control that land south of us, we cannot control when it develops. That means we cannot control when the adjacent roadway will be built.

Q: You mentioned the owners of the mine are looking to possibly remediate the land for development. Does that mean people would be building homes up the hill?

A: This is outside our control and would be up to the City. [It was later noted that on the general plan it shows open space to the west of our project, on the other side of Dysart. So without a general plan amendment, it wouldn't be possible to build on that.] (Staff later confirmed to a resident after the meeting that the City would never allow someone to build up on the hill).

- Q: Will open space areas also be used for retention?

A: Yes, the larger open space areas will be used for retention.

- Q: Who will maintain landscaping and open space areas?

A: A homeowners association (HOA) will be created to maintain all common areas. Of course, in the natural area open spaces, the HOA won't be planting new trees or shrubs but rather pulling weeds and removing dead/fallen branches, etc. Those areas are to remain in their natural condition.

- Q: What are the sizes of the proposed homes in Granite Hills?

A: Three different lot sizes are proposed. Homes on 45-foot wide lots are anticipated to vary from 1,600 to 2,450 square feet; homes on 50-foot wide lots are anticipated to vary from 1,520 to 2,350 square feet (and homes on the 60-foot wide lots are anticipated to vary from 1,520 to 2,350 square feet).

- Q: What are the prices of the proposed homes in Granite Hills?

A: Expected homes prices will be commensurate with the home prices of your subdivision. In fact, we will be basing our prices on your home prices. If we were going to market today, which market will of course change before we start selling homes, we would anticipate base prices in the approximate range of \$280,000 to \$340,000. Again this is based on prices we're seeing in Vistancia right now, including the homes D.R. Horton is currently selling in Vistancia.

- Q: When will this project start?

A: We expect to start selling homes in summer of 2019, which means we would start construction work several months before to get the subdivision ready for sales. We then expect it will take three years to sell all our homes.

- Q: What is the "Evacuation Easement" to the north, and where does it go / how does it work?

A: For safety purposes, we are being asked by the City to have an additional point of access to and from our subdivision. This could be used by the emergency vehicles if somehow the main entrance (or Dysart Rd.) became unpassable or it could be used by residents under the same situation. This is something we are being asked to provide.

We are discussing the matter with the owner of the Ashton Wood's property to the north to see if we can make this work. Our plan currently proposes the easement going north from our northwest corner onto the southeast corner of Ashton Wood's property, which is also open space.

City staff has suggested it might be preferable to locate that evacuation easement on the east of the proposed subdivision so it would connect to Desert Vista Trail within Trilogy. That's something we're open to but it would require the agreement of your HOA.

Again, this wouldn't be a regular access point but would only be used in the case of a very rare emergency in which our main access point (or Dysart Rd.) were somehow unable to be used. This requirement is just designed to make sure everyone is safe.

But for now we're proposing to have this evacuation easement go north and not into Trilogy at all.

- Neighbor Comment: If you have to connect to the east for the evacuation easement, it might be better to connect further north onto Lucia Drive or 130th Drive.

A: We will look at that. It's a possibility. We'd have to look at whether a car could drive on the proposed pathway to the north to reach those cul-de-sacs. But again, we are currently only showing this connection to the north into the Ashton Woods' development and not into Trilogy at all.

- Q: What type of street lighting will be used?

A: All lighting in Granite Hills will conform to Peoria's "Dark Sky" lighting requirements and will be similar to the lighting in Trilogy and Vistancia.

- Q: The homes on the south perimeter of the site could be two story and that means the first homes visible to the west for the homes on the road elbow of Cliffrose would be two story, correct?

A: That is true. They could be two story, if that's what the buyer selected right there. But those homes would be approximately 225' to 250' away.

- Q: Will we be able to see the final plan?

A: Yes. Right now we are in the process of processing our plan with City staff. They have recently given us a set of comments and then we will revise and resubmit. They may have more comments, which we will address. Eventually, we will proceed to the Planning Commission with our plan, which of course is subject to the public hearing process.

When there were no more questions from the attendees, the meeting was adjourned. Attendees were invited to receive one of Mr. Earl's business cards and to contact him with any additional questions or comments. The meeting concluded at about 7:00 p.m.

August 9, 2018

TM HOMES OF ARIZONA, INC.
ROC #179178 B

NOTICE OF APPLICATION - UPDATE

**Re: Granite Hills PAD, a Proposed Single-Family Development
Rezone and Preliminary Plat / Site Plan
Planning Case No.: Z17-12 and P17-08**

Dear Neighbor, Interested Party, or Neighborhood Association:

This letter is provided as a courtesy to inform you of positive changes to the Granite Hills Planned Area Development rezoning and preliminary plat applications. The Granite Hills property is located on east side of Dysart Road and south of Dixileta Parkway. You may recall from last year that D.R. Horton filed the Granite Hills applications with the City of Peoria and held a neighborhood meeting in September 2017. D.R. Horton is no longer involved in the project. Taylor Morrison has stepped in as the homebuilder for the Granite Hills project.

Headquartered in Scottsdale, Taylor Morrison has been building homes for more than 100 years and has earned the recognition of being America's Most Trusted™® Home Builder for the third year in a row. Taylor Morrison has numerous communities underway in Peoria, including Northlands, The Meadows, Aloravita and Montoro Preserve. Taylor Morrison builds homes throughout the Valley as well, including new communities in North Phoenix, North Scottsdale, Gilbert, Mesa and Queen Creek. Taylor Morrison looks forward to working with you to bring another great community to Peoria, Granite Hills.

Importantly, we wanted to make you aware that Taylor Morrison is standing behind the commitments made by D.R. Horton **and** is making additional improvements to the project. A copy of the most recent site plan is attached for your convenience. In particular, Taylor Morrison's revised applications include that:

- **A 75-foot buffer of Undisturbed Natural Open Space** will be provided along the eastern boundary of the property, adjacent to Trilogy West at Vistancia.
- All homes located along the eastern portion of property will be **restricted to one-story**.
- **No utility easements, vehicular connections or emergency access** are proposed adjacent to or **through the Trilogy neighborhood**.

- The **number of homes has been reduced** from 137 homes **to 120 homes** at a maximum density of **3.0 dwelling units per acre** (D.R. Horton had proposed 3.43 du/ac).
- The **largest lot size has been increased to a minimum of 7,875 s.f.** (63' x 125'). D.R. Horton's largest lot size was 7,200 s.f. (60' x 120').
- **32% of the lots (39 lots) within the community will be the larger lot size.** D.R. Horton's proposal included only 15 of the larger lot size (11%).
- Taylor Morrison has **eliminated all 45'-wide lots.**
- Taylor Morrison is **increasing the side yard setbacks** to meet City standards.
- Taylor Morrison has **increased overall open space** to 11.84 acres (31%).

The City of Peoria is currently reviewing Taylor Morrison's revised applications, which incorporate all of the above-referenced changes. As the project moves forward towards anticipated public hearings in the fall, we will continue to be in touch.

In the meantime, if you have any questions or comments, please feel free to contact our neighborhood outreach coordinator, Susan Demmitt, via email at sdemmitt@gblaw.com or via phone at 602.256.4456. You may also contact Randy Proch, the City of Peoria Planner assigned to these cases at Randy.Proch@peoriaaz.gov or 623.773.5164 with any questions you may have.

Sincerely,

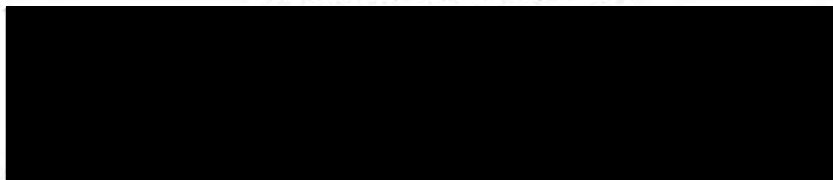


Amy Weidman
Land Planning and Development Manager

Neighborhood Meeting for Granite Hills
Thursday, September 14th, 2017 – 6:00 p.m.
Vistancia Elementary School Library – 30009 North Sunrise Point

Name	Address	Phone / Email
CAROL MAGGIO		
Carelyn-Grey Blanco		
Robin Hapst		
Bob Schotsch		
Thomas & LeAnn Husnik		
CHRISTINE VIOLA		
Bob Richi Teki-		
Ruth McKnight		
Doug "		
Bryan + Patty Stamp		
Barbara Schoenecker		
Randy Proch		
Chris Reed		
DALE MITCHELL		

Chuck and Susan Johnson



September 11, 2017

TO: Randy Proch, via email randy.proch@peoriaaz.gov
Alex Fish-alex.fish@andersonbaron.com

We are contacting you due to the notice we received regarding the developments next to our home in Trilogy. We will be unable to attend the September 14th meeting and are very concerned with your timing of the meeting because of the absence of the majority of those affected. Whether that was intentional or not, I cannot say. I am suggesting a second meeting sometime in the beginning of November when the majority of those affected will easily be able to attend.

It is my belief that the City's general plan designates the area as low density residential. I believe the proposed project will be of a higher density than the city plan. How does that work without applying for rezoning to higher density or is that in the works?

Has there been an environmental impact study done on developing this area, which I believe is legally needed? If there has been, I would appreciate a copy emailed to us at the above email address..

The Mine!

What is going to happen to the mine? Are they going to return the mine to its original vegetation and natural state, which we were told would have to happen before any further development in the area?

We are looking forward to working with the City to insure the concerns of all the residents of Peoria are addressed and questions answered prior to approval of this project going forward. I know many other concerns including noise from potential roads, light pollution and height of the proposed structures are important to the residents.

Please send minutes of the meeting on September 14th to us as well as any further notifications as to the progress of this project going forward. Our mailing address is above as well as our email.

Thank you for time and consideration,
Chuck and Susan Johnson

Randy Proch

From: Dave &/or Sue Wagie [REDACTED]
Sent: Monday, October 02, 2017 9:52 AM
To: Randy Proch
Cc: [REDACTED]
Subject: Re: New project

Hi Randy

Thank you for your email. I am sorry for the delay responding - we have been traveling on family matters. We did receive the postcard.

We would be VERY AGAINST any incursion into Trilogy - whether for water/sewer or for emergency access. We bought into our area of Trilogy because it was built out and would not have any future major construction or access roads.

It is a private, gated and walled community; we live on the end of a cul-de-sac and value the quiet and privacy.. Water/sewer incursion will cause noise, traffic disruption, dust/dirt, security issues, etc. in our quiet private community.

Emergency access into our area will do the same.

It seems like the developer wants to do this to save themselves money at our expense. There is no reason the developer cannot go through Sonoran place (since it is just beginning to be developed). The developer knew this would be their responsibility when they bought this area and planned for the development. For them to expect to go through Trilogy is WRONG. We would be against ANY incursion into Trilogy, whether near us or not.

Thx for asking for our input. Will there be any community meeting on this? Or can we send official letters to fight this?

Your advice is appreciated. We have been traveling, but will be back in Trilogy this week.

I have CC'd two of our neighbors (Paul Fisher and Rick Koepp) on this email, and hope they will circulate to other neighbors. I am sure they will all be adamantly against this.

Sincerely

Dave & Sue Wagie
[REDACTED]

On Mon, Sep 18, 2017 at 4:10 PM, Randy Proch <Randy.Proch@peoriaaz.gov> wrote:

Wagies,

I hope all has been well for you this summer. The Sonoran Place project was recently approved through City Council and we have received a new project to the south of Sonoran Place. I hope the postcard reached you, if not, I have provided it below:

PROJECT INFORMATION

Project Name and Case Number(s)

Granite Hills
Z17-12 and P17-08

Applicant Representative

Alex Fish
480-699-7956
alex.fish@andersonbaron.com

Project Area/Size:

39.92 Acres

Project Description

- A rezoning and preliminary plat application for three parcels located south of the southeast corner of Dixileta Parkway and Upcountry Way from Suburban Ranch (SR-43) to Planned Area Development (PAD) to allow for the development of a 137 lot residential subdivision.
- The development will construct half-street improvements to Dysart Road.
- 30.83% provided open space



How to learn more & comment

Project application materials may be viewed in person at:

Development and Community
Services Building
9875 N. 85th Avenue
1st Floor
Peoria, AZ 85345

If you have an interest in this request, contact the following
Planning and Community
Development Department staff member:

Randy Proch
623.773.5164
randy.proch@peoriaaz.gov

Planning and Community Development Department | 9875 N. 85th Avenue Peoria, AZ 85345 | 623.773.7200

There has been some interest in running water and/or sewer lines into Trilogy to create looped systems for the betterment of water quality and sewer issues. Additionally, it would mean less fill dirt to turn sewer back over to Dysart Road. Lastly, since this project only has access onto Dysart Road, the developer (DR Horton) needs to provide a second point of access. As proposed, this would divert emergency traffic (in case Dysart Road was blocked) up into Sonoran Place to get back to Dixileta Parkway.

There has been some discussion about having an emergency gate access through Trilogy instead to the east. This is the preferred option for our Traffic Division and for the Fire Department. We have received some initial concerns from a few residents on Lucia Drive (just south of you). I wanted to get your feedback on a possible emergency route and/or utility work at your cul-de-sac. Again, the construction would be temporary, and the access would be in case of emergency.

Thanks,

RAndy

Randy Proch | Planner

City of Peoria Planning and Development

[9875 N. 85th Avenue, Peoria, AZ 85345](#)

p: [623-773-5164](#) f: [623-773-7233](#)

[randy.proch@peoriaaz.gov](#)



September 7, 2018

Mr. Randy Proch
Planner
City of Peoria
9875 North 85th Ave.
Peoria, AZ 85345

(o) 623.773.5164
(e) randy.proch@peoriaaz.gov

RE: Granite Hills –Case #P17-08

Dear Mr. Proch,

This letter is intended to keep the City of Peoria informed of the communication between Peoria Unified School District (the “District”) and Taylor Morrison., Inc regarding the proposed development Granite Hills.

The District and Taylor Morrison, Inc have agreed upon the execution of a Developer Assistance Agreement (DAA) when final sale of the property takes place. At this time, Amy Weidman, Land Planning and Development Manager, has agreed to the DAA on behalf of the Developer.

The District wishes to commend Taylor Morrison, Inc for their support of public education. We look forward to our new partnership in serving the future residents of the City and School District. Please feel free to contact me if you have any questions or need additional information.

Respectfully,

Michael Maas
Director of Research, Planning and Assessment
Peoria Unified School District

Cc: Michelle Myers, Chief Financial Officer
Linda Palles Thompson, Superintendent

Exhibit 3
Draft Ordinance

ORDINANCE NO 2018-33

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ZONING PROPERTY FROM SUBURBAN RANCH (SR-43) TO GRANITE HILLS PLANNED AREA DEVELOPMENT (PAD) DISTRICT FOR A DEVELOPMENT KNOWN AS GRANITE HILLS; 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 20, 2018 in zoning case Z17-12 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 Planned Area Development (PAD) to a Planned Area Development (PAD) zoning district as provided in Section 21-317 of Chapter 21 of the Peoria City Code;

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 31, 2018; 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. Three parcels of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby conditionally rezoned from Suburban Ranch (SR-43) to Haciendas at White Peak 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 Developer shall comply with all City of Peoria Engineering Design Standards, policies, and requirements at the time of development and civil improvement plan submittal.

2. The Development shall substantially conform to the Standards and Guidelines Report (Exhibit 5) as contained in the staff report to the Planning and Zoning Commission for September 20, 2018.
3. The development shall be limited to a maximum of one hundred twenty (120) residential lots and shall not exceed a gross density of 3.0 dwelling units to the acre.
4. Lots 46-61 (along eastern boundary) as depicted in Exhibit D of the Granite Hills PAD Development Standards and Guidelines Report (August 2018) shall be limited to one-story in height. The restriction shall be denoted on the face of the Plat.
5. The Developer shall provide right-of-way (R/W) dedication for the following roadway(s):
 - a. 55' R/W and a 10-foot public utility easement on the east half of Dysart Road.

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 16th day of October, 2018.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in: Peoria Times
Pub. Dates: October 26, 2018
Effective Date:

EXHIBIT A
Legal Description

PARCEL NO. 1:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27,
TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 THEREOF.

CONTAINING 29.938 ACRES MORE OR LESS

PARCEL NO. 2:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5
NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

CONTAINING 4.989 ACRES MORE OR LESS

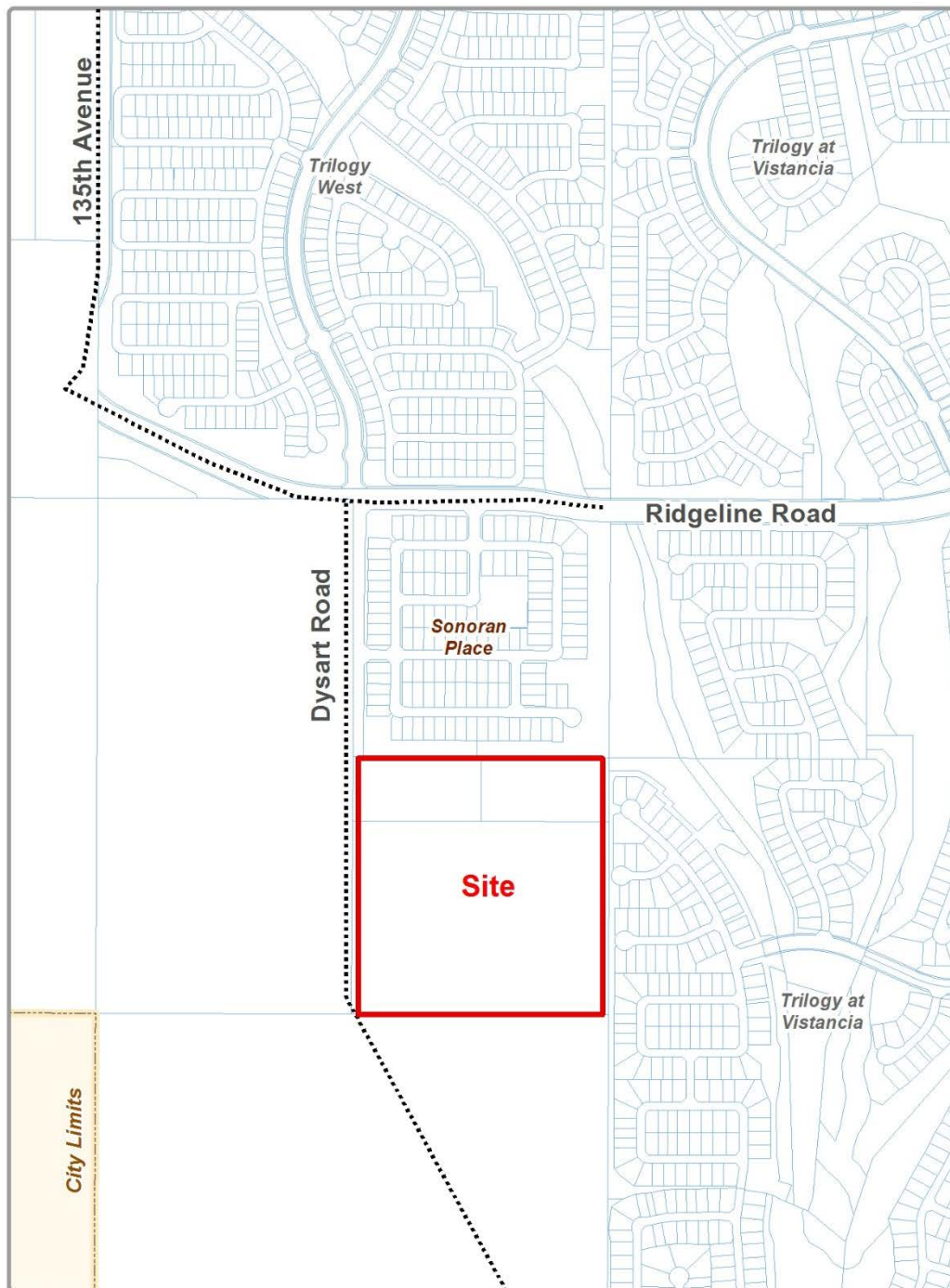
PARCEL NO. 3:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5
NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

CONTAINING 4.991 ACRES MORE OR LESS

THE TOTAL CONTAINING 39.918 ACRES, MORE OR LESS

EXHIBIT B



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 16R.

Date Prepared: 10/15/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: John R. Sefton, Jr., Parks, Recreation & Community Facilities Director
SUBJECT: Naming of a Special Area at Rio Vista Park

Purpose:

Discussion and possible action to name the Huey Helicopter area at the Rio Vista Community Park and Peoria Veterans Memorial as the "Senator John McCain Vietnam Veterans Memorial Plaza."

Summary:

John Sidney McCain III (August 29, 1936 – August 25, 2018) was a Vietnam Veteran who went on to serve as Arizona's United States Senator from January 1987 until his death earlier this year. In addition to serving in the Senate, he previously served two terms in the United States House of Representatives and was the Republican nominee for President of the United States in the 2008 election.

He graduated from the United States Naval Academy in 1958 and was commissioned into the United States Navy. He became a naval aviator and flew ground-attack aircraft from aircraft carriers. While on a bombing mission during "Operation Rolling Thunder" in October 1967, he was shot down, seriously injured, captured by the North Vietnamese and held as prisoner of war until 1973. During his captivity he endured episodes of torture, refused an out-of-sequence early release and as a result, sustained lifelong physical disabilities. He retired from the Navy as a captain in 1981 and moved to Arizona, where he entered politics. In 1982, he was elected to the United States House of Representatives, where he served two terms. He entered the U.S. Senate in 1987 and easily won reelection five times (the final time in 2016). Nicknamed "the Maverick", he was diagnosed with brain cancer in 2017 and eventually succumbed to the disease.

In honor and appreciation of Senator McCain's extraordinary military service and dedication to public service as a former member of the U.S. House of Representatives and Senator, the City of Peoria proposes to officially name the Huey Helicopter area at the Rio Vista Community Park and Peoria Veterans Memorial as the "Senator John McCain Vietnam Veterans Memorial Plaza."

The McCain recognition was presented as a high-level concept to the Peoria Veterans Memorial

Board on October 4, 2018. Per Council Policy 3-4, Naming of Parks, Recreation Facilities, and Special Areas, the Parks and Recreation Board took formal action on October 15, 2018 supporting and recommending the proposed naming of the plaza. If approved by City Council, the newly named "Senator John McCain Vietnam Veterans Memorial Plaza" will be dedicated as part of the Peoria 2018 Veterans Day

Previous Actions/Background:

This is a new request and there has been no previous action on this item.

Options:

A: Review, discuss and vote to recommend the naming of the Huey Helicopter area at the Rio Vista Community Park and Peoria Veterans Memorial as the "Senator John McCain Vietnam Veterans Memorial Plaza."

B: Do not approve the Huey Helicopter area at the "Senator John McCain Vietnam Veterans Memorial Plaza."

C: Approve naming with edits or changes in verbiage, content or location.

Staff Recommendation:

This is a request for City Council to take action officially naming the Huey Helicopter area at the Rio Vista Community Park and Peoria Veterans Memorial as the "Senator John McCain Vietnam Veterans Memorial Plaza."

Fiscal Analysis:

The official naming of the plaza has no direct fiscal impact. The expenses for updating the signage as demonstrated may be approximately \$1500 and will be managed within the current Parks, Recreation and Community Facilities Department allocated budget. The potential for future plaza enhancements will require project funding, design and construction.

Contact Name and Number:

John Sefton, (623) 773-7135

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17.A.

Date Prepared: 10/8/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Kevin Burke, Public Works Director
SUBJECT: Update on Recent Solid Waste Route Change

Summary:

As indicated to Council earlier this year, effective October 1, 2018, the Solid Waste Division implemented substantial changes to its residential trash and recycle collection routes. Because of effective communication and educational outreach efforts by the Sanitation Division and the Communications Department, the City received a total of 15 phone calls for service by residents who were unaware of the change (in total approximately 20,000 customers impacted by these changes).

Under the previous collection boundaries, everything north of Deer Valley (more specifically Williams Road) was collected on Mondays. Because this part of the City has seen such substantial growth in recent years, routes were getting lengthier and it became more difficult to fully service the area during the allotted shift periods. From a customer standpoint, a resident could place their bins on the curb when they left for work only to find them still there when they returned from work due to the length of these routes. This necessitated a rebalancing.

This rebalancing was implemented on October 1. In doing so, the level of service is now more equally distributed between the households and also provides capacity for the areas of greatest anticipated growth (Exhibit 2).

As mentioned, this rebalancing affected approximately 20,000 households. This required a massive communication effort. Between Solid Waste and the Communication Department, multiple methods and frequent repetition of the pending changes were communicated to the residents. This included emails, advertisements, social media blasts, changes to the website, and other creative marketing tools. This resulted in an incredibly smooth transition.

On October 1, there were only 15 “go back” requests and only half of those were attributed to the change in day. That’s a 99.96% compliance rate. This is truly incredible given the scale of the change. A couple of comments to share include:

"Thank you for your follow up and I want to congratulate the City of Peoria in keeping us informed of the change in our collection day in many different formats. In addition, I know that many of us in Trilogy also passed the word by "word of mouth". Some people just don't get it, but our City does!! Thanks again."

"Thank you...We did get containers out in time...This city is to be saluted for how well it is managed...Congrats..."

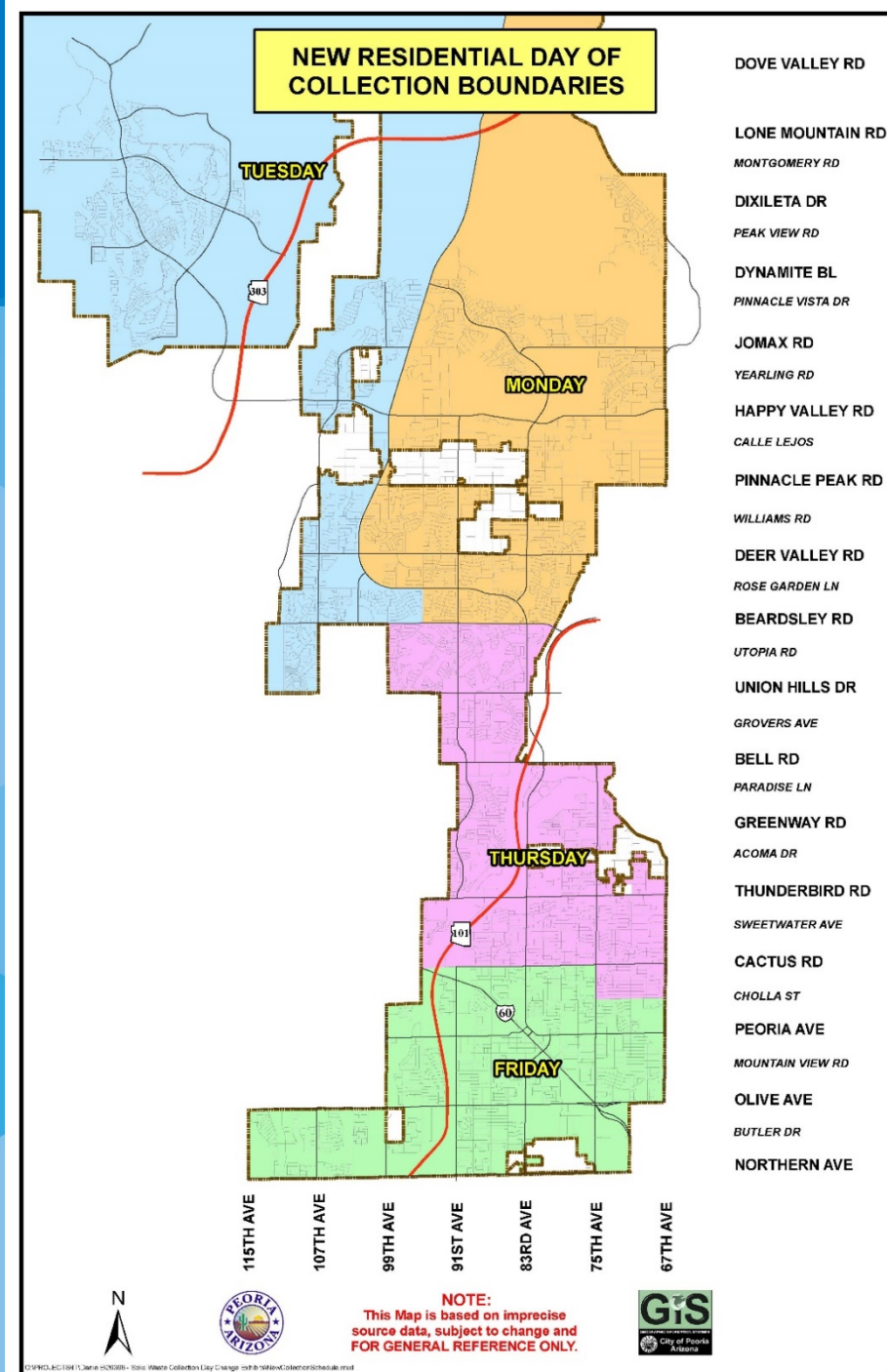
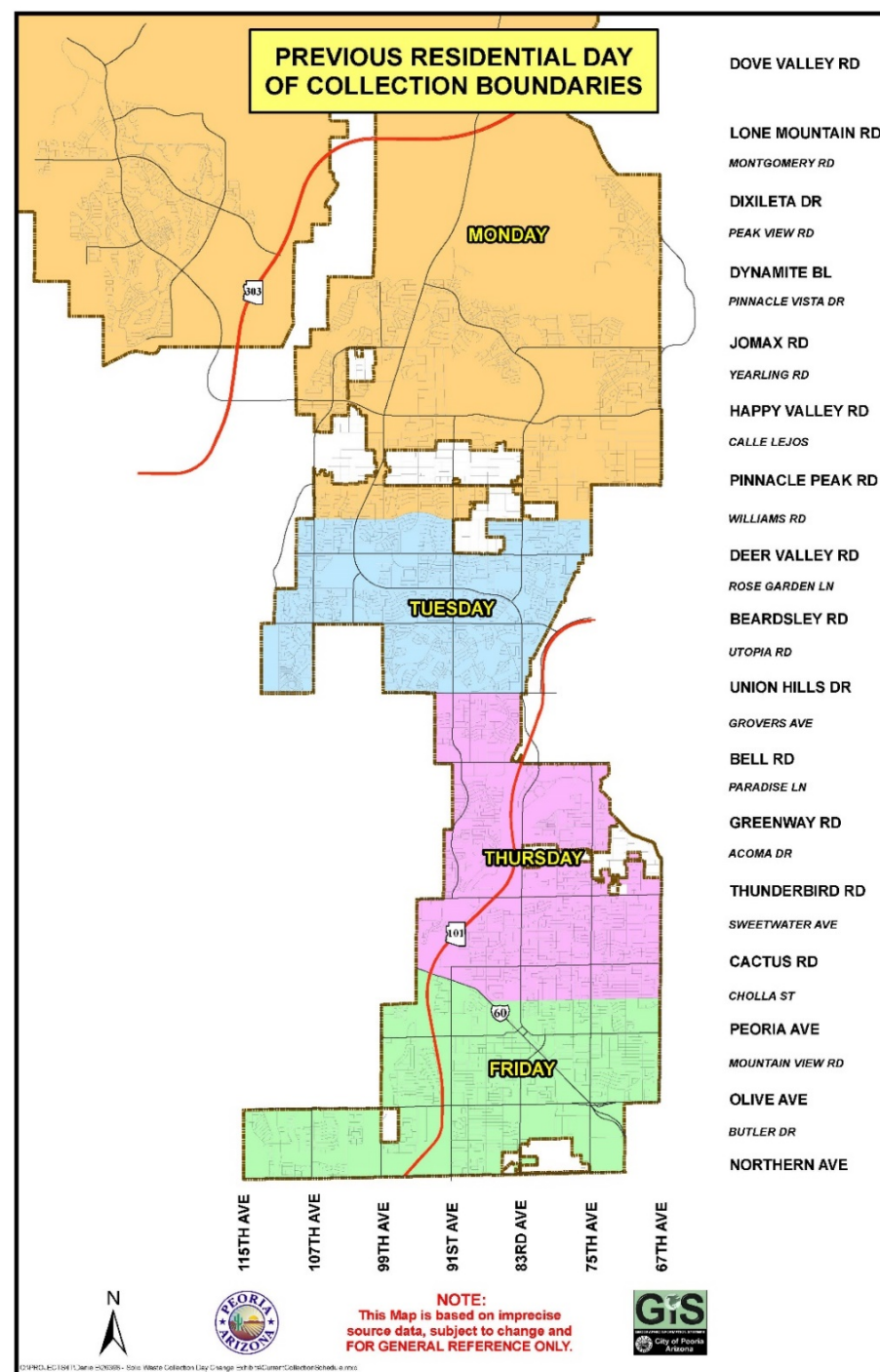
The Solid Waste Division and the Communications Department are to be congratulated for a job well done!

ATTACHMENTS:

Collection changes maps

Contact Name and Number:

Kevin Burke, (623) 773-7395



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17.B.

Date Prepared: 10/9/2018

Council Meeting Date: 10/16/2018

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Fredrick Buss, Director, Economic Development Services
SUBJECT: Special Awards and Recognitions

Summary:

1. Two Local Peoria Manufacturers Win Distinguished Awards

The Arizona Manufacturers Council is the official state affiliate of the National Association of Manufacturers and they promote and enhance a positive business climate for manufacturing and related industries that operate within Arizona. Each year they award selecting companies for excellence in manufacturing.

This Year the City of Peoria had 2 Winners: TYR Tactical and Novembal, two Peoria manufacturers, were named "Arizona Manufacturer of the Year (Medium and Small, respectively)" by the Arizona Manufacturers Council (AMC). They were judged on the innovation that went into their products, their management philosophy that supported an innovation culture and their involvement in state and/or local public policy issues that affect manufacturers. Both companies were represented by their management team and Novembal flew in executives from their national and international locations.

2. Global City of the Year Award

Global Chamber® is a thriving and collaborating community of CEO's, executives, and leaders growing business across 525 metropolitan areas. This year the Global Chamber recognizes **City of Peoria as the Global Business City of the Year, 2018**. Peoria was up against tough regional competitors for the award, but there are several key differentiators that are setting Peoria apart. First, the City has demonstrated a commitment to global business attraction by bringing on a very global Economic Development Director. Second, they are a leader with Foreign Trade Zones, developing and advancing opportunities for companies doing exporting and importing. Third, they have an international plan that recognizes business opportunities around the world. And finally, they collaborate - with other cities like Phoenix, and with Global Chamber Phoenix. Congratulations, Peoria!

3. Money Magazine Names Peoria as the #1 Place to Live in AZ. (*Commemorative Plaque*

for Council)

Mayor and Council, as you know, recently Money magazine named the city of Peoria, AZ as the #1 place to live in Arizona and #29 in the Country. Money magazine in conjunction with realtor.com released the 50 best places to live in America. Noting, "These spots combine economic growth, affordability and quality of life."

In acknowledgement of the above referenced recognition, it is an honor to present this plaque to the Mayor and Council as a visual reminder of the amazing city we live, work and play in.

Contact Name and Number:

Fredrick Buss, (623) 773-5219