

Mayor  
Cathy Carlat

Mesquite  
District  
Bridget  
Binsbacher,  
Vice Mayor

Acacia  
District  
Vicki Hunt,  
Mayor Pro Tem

Ironwood  
District  
Bill Patena

Palo Verde  
District  
Michael Finn

Pine  
District  
Denette Dunn

Willow  
District  
Jon Edwards

Amendment #1 June 13, 2019

# City Council Meeting Notice & Agenda

Tuesday, June 18, 2019  
City Council Chamber  
8401 West Monroe Street  
Peoria, AZ 85345



## Special Meeting

4:30 P.M. Convene

### Roll Call

### Consent Agenda

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

### Consent

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

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

- (a) Labor negotiations with the United Phoenix Fire Fighters Association (PFFA) Local 493 regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of employees of the public body pursuant to ARS 38-431.03.A.5.

### Adjournment

# Executive Session

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

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

## Executive Session Agenda

2. An Executive Session for the purpose of discussions or consultations with designated representatives of the public body and/or legal counsel in order to consider its position and instruct its representatives regarding:
  - (a) Labor negotiations with the United Phoenix Fire Fighters Association (PFFA) Local 493 regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of employees of the public body pursuant to ARS 38-431.03.A.5.

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

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

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

### Arizona Open Meeting Act:

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

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

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

A Roundtable discussion and reception for the 2019 Peoria Leadership Institute Graduates will be held beginning at 5:30 P.M. in the Pine Room of City Hall. The Peoria City Council will be in attendance at the reception; no City business will be conducted.

## Regular Meeting

7:00 P.M. Convene

### Pledge of Allegiance

### Roll Call

### Final Call to Submit Speaker Request Forms

### Presentation

3. **Certificates of Completion for 2019 Peoria Leadership Institute Graduates**
4. **Certificate of Appointment to Newly Appointed Board and Commission Members**
  - Jackie Urdahl - Board of Adjustment
  - Adam Pruet, Design Review Board
  - Ravi Bhakta, Youth Advisory Board
5. **Proclamation Recognizing July as National Park & Recreation Month**

### Consent Agenda

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

### Consent

#### 6 C. **Minutes**

Discussion and possible action to approve the April 29, 2019 City Council Special meeting minutes.

#### 7 C. **Right-of-Way Annexation, Pinnacle Peak Road, 91st to 99th Avenues**

Discussion and possible action to adopt **ORD. 2019-20** approving the annexation of a segment of unincorporated Pinnacle Peak Road right-of-way from 91st Avenue to 99th Avenue.

8 C. **Intergovernmental Agreement, City of Glendale, Detention and Weekend Court Services**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement (IGA) with the City of Glendale to receive detention and weekend court services.

9 C. **Contract Amendment, City Manager**

Discussion and possible action to approve the Amendment to the Terms and Conditions of the Employment Agreement with the City Manager.

10 C. **Contract Amendment, Greater Phoenix Economic Council Services**

Discussion and possible action to: (a) authorize the City Manager to renew the service contract with the Greater Phoenix Economic Council for Fiscal Year 2020; and (b) authorize the use of funds in the amount to \$86,245.00 from the Half-Cent Fund City Participation Outside Programs account.

11 C. **Contract Amendment, Hunter Contracting Co., Lake Pleasant Parkway 16-inch Waterline**

Discussion and possible action to approve a contract amendment with Hunter Contracting Co. for a guaranteed maximum price (GMP) of \$2,378,724 to complete construction of the Lake Pleasant Parkway 16-inch Waterline project.

12 C. **Award of General Liability Insurance Package, Fiscal Year 2020**

Discussion and possible action to award the Fiscal Year 2020 General Liability Insurance Package as recommended by the City Attorney's Office and the Public Entity Services Broker.

13 C. **Budget Amendment, Employee Benefits**

Discussion and possible action to approve a budget amendment in the amount of \$400,000 from the Self-Insured Employee Benefits Trust Fund contingency account to the Self-Insured Employee Benefits Trust fund claims account, providing authority to record additional claim expenditures that were not anticipated when the original Fiscal Year 2019 budget was developed.

14 C. **Budget Amendment, Workers' Compensation Trust Fund**

Discussion and possible action to approve a budget amendment in the amount of \$2,800,000 from the General Fund contingency account to the Self-Insured Workers' Compensation Trust fund, providing authority to record additional claim expenditures that were not anticipated when the original Fiscal Year 2019 budget was developed.



- 15 C. **Expenditure Authority, Capital Improvement Projects, Pavement Management Program, Rehabilitation and Pavement Preservation**
- Discussion and possible action to approve expenditures in the total amount of \$3,159,365 to contractor Via Sun Corporation for Pavement Management and Repair Services.
- 16 C. **Proposed Minor Changes to Principles of Sound Financial Management**
- Discussion and possible action to adopt **RES. 2019-98** approving the revised Principles of Sound Financial Management (PoSFM) which incorporates updated language, references to new regulations and procedures and other house keeping changes.
- 17 C. **Uniform Video Service License Agreement and Application**
- Discussion and possible action to: (a) approve a Uniform Video Service License Agreement and Application to comply with recent changes to Title 9, Chapter 13 of the Arizona Revised Statutes (A.R.S.) relating to video service; (b) authorize staff to amend the City Code; and (c) authorize the City Engineer or designee to execute the Uniform Video License Agreement on behalf of the City and to authorize minor deviations thereto upon showing good cause.
- 18 C. **License for Public Art, New River Trailhead, 83rd Avenue and Village Parkway**
- Discussion and possible action to adopt **RES. 2019-99** authorizing the City Manager to execute a Revocable License for Public Art for the placement of a mural on a privately owned wall at the New River Trailhead at Westbrook Village on the east side of 83rd Avenue at the Village Parkway alignment.
- 19 C. **Maintenance Improvement District No. 1235, Granite Hills, Ridgeline Road and Dysart Road**
- Discussion and possible action to approve the Petition for Formation, adopt **RES. 2019-86** intention and ordering the formation of proposed Maintenance Improvement District No.1235, Granite Hills, located at Ridgeline Road and Dysart Road; and adopt **RES. 2019-87** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.
- 20 C. **Street Light Improvement District No. 1142, Granite Hills, Ridgeline Road and Dysart Road**
- Discussion and possible action to approve the Petition for Formation and adopt **RES. 2019-88** intention and ordering the formation of proposed Street Light Improvement District No. 1142, Granite Hills, located at Ridgeline Road and Dysart Road; and adopt **RES. 2019-89** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

21 C. **Conveyance of Land Rights, Rose Garden Tract G, 107th Avenue and Rose Garden Lane**

Discussion and possible action to adopt **RES. 2019-100** authorizing the City Manager to execute a Quit Claim Deed to the Rose Garden Homeowners Association for Tract G of the Rose Garden Final Plat located near 107th Avenue and Rose Garden Lane.

22 C. **Final Plat, Vistancia Village H Parcel H-22, White Peak Drive and Sonoran View Drive**

Discussion and possible action to approve the Final Plat for Vistancia Village H Parcel H-22, located on White Peak Drive and Sonoran View Drive, subject to stipulations.

23 C. **Final Plat, Vistancia Village H Parcel H-23, White Peak Drive and Sonoran View Drive**

Discussion and possible action to approve the Final Plat for Vistancia Village H Parcel H-23, located on White Peak Drive approximately 740 feet North of Sonoran View Drive, subject to stipulations.

24 C. **Replat of Units 100 Thru 103, Building "B" and "F" of Peoria-Arrowhead Corporate Center, A Condominium, 83rd Avenue and Greenway Road**

Discussion and possible action to approve a Repat of Units 100 Thru 103, Building "B" and "F" of Peoria-Arrowhead Corporate Center, A Condominium, located on 83rd Avenue and Greenway Road, subject to stipulations.

25 C. **Replat, Village H at Vistancia Parcels H-22, H-23, and H-24 Master Final Plat, White Peak Drive and Sonoran View Drive**

Discussion and possible action to approve the Repat for Village H at Vistancia parcels H-22, H-23, and H-24 Master Final Plat, located on White Peak Drive and Sonoran View Drive, subject to stipulations.

26 C. **PUBLIC HEARING - Resolution for Adoption of Stormwater Fee Adjustments**

Discussion and possible action to adopt **RES. 2019-101** considering stormwater rate adjustments and making the new rates effective July 1, 2019 and July 1, 2020.

27 C. **PUBLIC HEARING - Liquor License, Mariscos El Molcajete, 7420 West Cactus Road #B-16**

Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant (Series 12) Liquor License for Mariscos El Molcajete located at 7420 West Cactus Road #B-16, Maria De Jesus Delgado, Applicant, LL#20020285.

## Regular Agenda

### New Business

28 R. **Public Hearing - Development Impact Fees**

Proposed Development Impact Fees.

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

**COUNCIL ACTION:**

No council action required.

29 R. **Intergovernmental Agreement, Arizona State University, Project Cities**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement (IGA) with Arizona State University's Julie Ann Wrigley Global Institute of Sustainability to leverage city resources by pairing faculty and students from Arizona State University with City of Peoria staff to collaborate on five projects.

30 R. **Contract, Ames Construction, Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements**

Discussion and possible action to: (a) approve a contract with Ames Construction in the amount of \$19,409,788 to construct the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements; (b) approve a contingency amount of \$1,000,000 to cover possible contract amendments related to unforeseen conditions during construction; and (c) authorize a budget amendment in the amount of \$1,000,000 from the Transportation Sales Tax Fund Contingency account to the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements project account.

31 R. **Pension Funding Policy, Accept Actuarial Report for Public Safety Personnel Retirement System**

Discussion and possible action to adopt **RES. 2019-102** adopting a Pension Funding Policy for the City's Public Safety Personnel Retirement System (PSPRS) and accepting the City's share of actuarial assets and liabilities under the PSPRS actuarial valuation report.

32 R. **Expenditure Authority, Capital Improvement Projects, LED Streetlight Conversion Project**

Discussion and possible action to approve expenditures as follows: (a) \$1,417,300 to WESCO Distributions pursuant to a cooperative contract with Maricopa County for LED ("Light Emitting Diode") streetlight fixtures; and (b) \$247,132 to contractor, RedHawk Corporation, for installation.

## **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**

### **33. Reports**

#### **A. General Plan Update**

#### **B. Water Services Competition Video**

#### **C. 2019 Legislative Session Recap**

## **Reports from City Council**

## **Reports from the Mayor**

## **Adjournment**

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

*Accommodations for Individuals with Disabilities. Alternative format materials, sign language interpretation and assistive listening devices are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Peoria, Arizona 85345 - Phone: (623) 773-7340 or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request. The City has a TDD line where accommodations may be requested at: (623) 773-7221.*

### **Public Notice**

In addition to the City Council members noted above, one or more members of the City of Peoria Boards and Commissions may be present to observe the City Council meeting as noticed on this agenda.

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are available for viewing on demand at <https://www.peoriaaz.gov/government/mayor-and-city-council/city-council-videos>

---

### **City Manager**

Jeff Tyne

### **City Clerk**

Rhonda Geriminsky

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 3.

Date Prepared: 5/28/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

**THROUGH:** Katie Gregory, Deputy District Manager

**FROM:** Jen Stein, Communications Director

**SUBJECT:** Certificates of Completion for 2019 Peoria Leadership Institute Graduates

---

**Summary:**

Each year the City of Peoria offers its residents a chance to get a look at how the city operates. The Peoria Leadership Institute offers an in-depth look at all operations of city government. Class members learn more about the city's governmental structure, its budget and finances, public works, utility, police and fire operations through interactive discussions with management staff.

**Staff Recommendation:**

To recognize the 25 graduates of the 2019 Peoria Leadership Institute. These dedicated individuals spent the last eight weeks learning more about the City of Peoria and what goes on "behind the scenes." Participants were able to hear from city leaders about how their departments contribute to Peoria's outstanding quality of life.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 4.

Date Prepared: 4/1/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

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

**FROM:** Rhonda Geriminsky, City Clerk

**SUBJECT:** Certificate of Appointment to Newly Appointed Board and Commission Members

---

**Summary:**

Newly appointed board members have been invited to attend a Regular City Council meeting to personally accept a Certificate of Appointment from the Mayor and City Council.

**Previous Actions/Background:**

On May 14, 2019, the Council Boards and Commissions Subcommittee made appointment recommendations to various Boards and Commissions.

On June 4, 2019, City Council adopted **RES. 2019-93** making membership appointments to various Boards and Commissions.

**Staff Recommendation:**

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

Board of Adjustment

Jackie Urdahl

Design Review Board

Adam Pruet

Youth Advisory Board

Ravi Bhakta

**Contact Name and Number:**

Rhonda Geriminsky, (623) 773-7340

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 5.

Date Prepared: 6/5/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Erik Strunk, Deputy City Manager  
**FROM:** John R. Sefton Jr., Parks, Recreation and Community Facilities Director  
**SUBJECT:** Proclamation Recognizing July as National Park & Recreation Month

---

**Summary:**

The National Recreation and Park Association (NRPA) initiated July as National Park & Recreation Month in 1985, and in July 2009, the U.S. House of Representatives resolved that it:

1. Recognizes the great societal value of parks and recreation facilities and their importance in local communities across the United States;
2. Recognizes and honors the vital contributions of employees and volunteers in park and recreation facilities; and
3. Supports the designation of a “National Park and Recreation Month.”

The Peoria Parks, Recreation and Community Facilities Department’s mission is to:

“Meet the needs of the citizens of Peoria by developing, implementing and maintaining quality programs, services, events and facilities, which are cost effective, creative and responsive to citizen input.”

The Peoria Parks, Recreation and Community Facilities Department is proud to offer Peoria residents a wide variety of parks, facilities and amenities for year-round enjoyment. These include 36 neighborhood parks and two community parks (with another currently under construction), 42 miles of shared-use pathways, 10 miles of mountain trails and 548 acres of mountain recreational open space. As a CAPRA-accredited agency, we are committed to providing excellent facilities and services to meet the recreational needs of our neighborhoods and community.

This Proclamation, signed by Mayor Carlat, recognizes July as National Park and Recreation Month and highlights the substantial benefits derived from the special places, programs and people in Peoria. It will be presented to the Chair of the Parks and Recreation Board.

**ATTACHMENTS:**

Proclamation

**Contact Name and Number:**

John Sefton, (623) 773-7135



# *Proclamation*

**WHEREAS**, parks and recreation programs are an integral part of communities throughout this country, including Peoria, Arizona; and

**WHEREAS**, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

**WHEREAS**, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, Peoria's thirty-six neighborhood, two community parks, 42 miles of shared pathways, 548 acres of mountain recreational space and recreation facilities such as the Rio Vista Recreation Center and the Peoria Sports Complex are vitally important to establishing and maintaining Healthy Neighborhoods, Economic Prosperity, Superior Public Services, and Arts, Cultural and Recreational Enrichment opportunities for the well-being of our community; and

**WHEREAS**, the City recently broke ground on the new \$41 million, 85-acre Paloma Community Park that will bring new and exciting recreational opportunities to citizens and visitors in the Lake Pleasant Parkway and the Dixileta Road region; and

**WHEREAS** as a CAPRA-Accredited organization, the City of Peoria assures continued excellence in quality and improvement of operation, management, and service to the community; and

**WHEREAS**, the U.S. House of Representatives has designated July as Park and Recreation Month; and

**WHEREAS**, the City of Peoria, Arizona proudly recognizes the benefits derived from its parks and recreation resources.

**Now Therefore**, I, Cathy Carlat, Mayor of the City of Peoria, Arizona, on behalf of the City Council and residents do hereby proclaim July 2019 as

## ***PARK AND RECREATION MONTH***

And in doing so, encourage all citizens of Peoria to enjoy our parks and recreational opportunities, taking into consideration the beneficial effect to the well-being of all.

*Dated on this 18<sup>th</sup> day of June, 2019.*

---

**Cathy Carlat, Mayor**

Attest:

---

**Rhonda Geriminsky, City Clerk**

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 6C.

Date Prepared: 6/4/2019

Council Meeting Date: 6/18/2019

---

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

---

**Purpose:**

Discussion and possible action to approve the April 29, 2019 City Council Special meeting minutes.

**ATTACHMENTS:**

April 29, 2019 Council Minutes

**Contact Name and Number:**

Rhonda Geriminisky, 623-773-7341

**MINUTES OF THE PEORIA CITY COUNCIL**  
CITY OF PEORIA, ARIZONA  
CITY COUNCIL CHAMBER  
April 29, 2019

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

**Council Youth Liaisons:** None.

**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; Chris Jacques, Planning and Community Development Director; Adina Lund, Development and Engineering Director; Jennifer Stein, Office of Communications Director; Jay Davies, Chief of Staff and Sharon Roberson, Assistant to the City Manager.

**Audience:** Approximately 7 members of the public were present.

## **STUDY SESSION AGENDA**

### **Subject(s) for Discussion Only**

Candidate Interviews for Pine District Council Vacancy

Mayor Carlat outlined the process for filling a vacancy in the Pine District. Mayor Carlat drew names from a bag in order to determine the order in which the applicants for Council would be interviewed. Denette Dunn was selected to interview first and Council drew questions from a box in order to determine which Councilmembers would ask which questions for Ms. Dunn's interview.

Ms. Dunn introduced herself and explained her interest in being selected for the Pine District Councilmember.

In response to Councilmember Patena's question, Ms. Dunn expressed why she wants to be a Councilmember, what she envisions the role to be and what she has done to prepare for the role.

In response to Councilmember Finn's question, Ms. Dunn explained what she believes are the two most important issues impacting the Pine District, the two most important issues impacting the City of Peoria as a whole and how she proposes to fix the identified issues.

City Council Meeting Minutes

April 29, 2019

Page 2 of 8

In response to Vice Mayor Binsbacher's question, Ms. Dunn outlined what she loves about the City of Peoria and the places that she has been to in Peoria.

In response to Councilmember Edwards question, Ms. Dunn shared her understanding of the Council/Manager form of government and how she envisions working with the City of Peoria staff.

In response to Mayor Pro Tem Hunt's question, Ms. Dunn explained how well she works with a team, the characteristics of a team-player and her experience working with a team.

In response to Mayor Carlat's question, Ms. Dunn identified how she would approach living in one district and sharing responsibility for all the districts in the City with varying needs.

Ms. Dunn inquired how she can best work together with the Council as a whole and how she can gain information from each of the Councilmembers.

Council drew questions from a box in order to determine which Councilmembers would ask which questions for Mr. Gagomiro's interview.

Mr. Gagomiros introduced himself and expressed his interest in being selected as the Pine District Councilmember.

In response to Councilmember Patena's question, Mr. Gagomiros explained how well he works with a team, the characteristics of a team-player and his experience working with a team.

In response to Vice Mayor Binsbacher's question, Mr. Gagomiros shared his understanding of the Council/Manager form of government and how he envisions working with the City of Peoria staff.

In response to Councilmember Edwards' question, Mr. Gagomiros outlined what he loves about the City of Peoria and the places that he has been to in Peoria.

In response to Mayor Pro Tem Hunt's question, Mr. Gagomiros expressed why he wants to be a Councilmember, what he envisions the role to be and what he has done to prepare for the role.

In response to Mayor Carlat's question, Mr. Gagomiros explained what he believes are the two most important issues impacting the Pine District, the two most important issues impacting the City of Peoria as a whole and how he proposes to fix the identified issues.

Mr. Gagomiros inquired how the Mayor and Councilmembers will help him to be a "value-add" to the Council if he is selected.

Mayor Carlat declared a short recess at 5:36 p.m. and resumed at 5:48 p.m.

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 immediately following the Special Study Session.

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

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

**Council Youth Liaisons:** None.

**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; Chris Jacques, Planning and Community Development Director; Adina Lund, Development and Engineering Director; Jennifer Stein, Office of Communications Director; Jay Davies, Chief of Staff and Sharon Roberson, Assistant to the City Manager.

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

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

Mayor Carlat asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Mayor Pro Tem Hunt, seconded by Vice Mayor Binsbacher to approve the Consent Agenda. Upon vote, the motion carried unanimously 6 to 0.

## 2 C. **Call and Notice of Election**

(a) Directed the City Clerk to publish the Call and Notice of Election for a Primary Election on August 27, 2019 and if necessary, a General Election on November 5, 2019; and (b) authorized the City Clerk and the City Attorney to take all action necessary to conduct the elections.

3 C. **Maintenance Improvement District No. 1165, Vistancia Village H Parcel H19, Vistancia Boulevard and White Peak Drive**

Approved the Petition for Formation, adopted **RES. 2019-71** Intention and ordering the formation of proposed Maintenance Improvement District No. 1165, Vistancia Village H Parcel H19, located at Vistancia Boulevard and White Peak Drive; and adopted **RES. 2019-72** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

4 C. **Maintenance Improvement District No. 1225, Parcel A of Mystic at Lake Pleasant Heights, 126th Avenue and Westland Road**

Approved the Petition for Formation, adopted **RES. 2019-50** Intention and ordering the formation of proposed Maintenance Improvement District No. 1225, Parcel A of Mystic at Lake Pleasant Heights, located at 126th Avenue and Westland Road; and adopted **RES. 2019-51** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

5 C. **Maintenance Improvement District No. 1230, Parcel D of Mystic at Lake Pleasant Heights, 126th Avenue & Westland Road**

Approved the Petition for Formation, adopted **RES. 2019-52** Intention and ordering the formation of proposed Maintenance Improvement District No. 1230, Parcel D of Mystic at Lake Pleasant Heights, located at 126th Avenue and Westland Road; and adopted **RES. 2019-53** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

6 C. **Maintenance Improvement District No. 1232, Parcel B of Mystic at Lake Pleasant Heights, 126th Avenue and Westland Road**

Approved the Petition for Formation, adopted **RES. 2019-54** Intention and ordering the formation of proposed Maintenance Improvement District No. 1232, Parcel B of Mystic at Lake Pleasant Heights, located at 126th Avenue and Westland Road; and adopted **RES. 2019-55** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

7 C. **Maintenance Improvement District No. 1233, Parcel C of Mystic at Lake Pleasant Heights, 126th Avenue & Westland Road**

Approved the Petition for Formation, adopted **RES. 2019-56** Intention and ordering the formation of proposed Maintenance Improvement District No. 1233, Parcel C of Mystic at Lake Pleasant Heights, located at 126th Avenue and Westland Road; and adopted **RES. 2019-57** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

8 C. **Amendment, Streetlight Improvement District No. 61 Cactus Place, 81st Avenue and Cactus Road**

Adopted **RES. 2019-69** amending the boundary lines for Streetlight Improvement District No. 61 Cactus Place located at 81st Avenue and Cactus Road.

9 C. **Street Light Improvement District No. 1099, Vistancia Village H Parcel H19, Vistancia Boulevard and White Peak Drive**

Approved the Petition for Formation and adopted **RES. 2019-73** intention and ordering the formation of proposed Street Light Improvement District No. 1099, Vistancia Village H Parcel H19, located at Vistancia Boulevard and White Peak Drive; and adopted **RES. 2019-74** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

10 C. **Street Light Improvement District No. 1134, Parcel A – Mystic at Lake Pleasant Heights, 126th Avenue and Westland Road**

Approved the Petition for Formation and adopted **RES. 2019-58** intention and ordering the formation of proposed Street Light Improvement District No. 1134, Parcel A – Mystic at Lake Pleasant Heights, located at 126th Avenue and Westland Road; and adopted **RES. 2019-59** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

11 C. **Street Light Improvement District No. 1139, Parcel D – Mystic at Lake Pleasant Heights, 126th Avenue and Westland Road**

Approved the Petition for Formation and adopted **RES. 2019-60** intention and ordering the formation of proposed Street Light Improvement District No. 1139, Parcel D – Mystic at Lake Pleasant Heights, located at 126th Avenue and Westland Road; and adopted **RES. 2019-61** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

12 C. **Street Light Improvement District No. 1140, Parcel B – Mystic at Lake Pleasant Heights, 126th Avenue and Westland Road**

Approved the Petition for Formation and adopted **RES. 2019-62** intention and ordering the formation of proposed Street Light Improvement District No. 1140, Parcel B – Mystic at Lake Pleasant Heights, located at 126th Avenue and Westland Road; and adopted **RES. 2019-63** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

13 C. **Street Light Improvement District No. 1141, Parcel C – Mystic at Lake Pleasant Heights, 126th Avenue and Westland Road**

Approved the Petition for Formation and adopted **RES. 2019-64** intention and ordering the formation of proposed Street Light Improvement District No. 1141, Parcel C – Mystic at Lake Pleasant Heights, located at 126th Avenue and Westland Road; and adopted **RES. 2019-65** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

14 C. **Final Plat, Dumesnil, 81st Avenue and West Country Gables Drive**

Approved a Final Plat for Dum ted at 81<sup>st</sup> Avenue and West Country Gables Drive, subject to stipulations.



## REGULAR AGENDA

### **New Business:**

#### **15 R. Candidates for Pine District Council Vacancy**

Discussion and possible action to appoint a qualified candidate to fill a vacancy for the Pine District City Council seat on an interim basis until a candidate is elected and qualified to fill the remainder of the unexpired term.

Mayor Carlat outlined the process for filling a vacancy in the Pine District.

Discussion ensued regarding the applicants for the Pine District Council vacancy.

Councilmember Finn nominated Denette Dunn to be appointed to the vacant Pine District Council seat.

Motion was made by Councilmember Finn, seconded by Mayor Pro Tem Hunt, to appoint Denette Dunn to Councilmember in the Pine District. Upon vote, the motion carried unanimously 6 to 0.

#### **SWEARING IN OF NEW COUNCILMEMBER FOR PINE DISTRICT BY PRESIDING MUNICIPAL JUDGE GEORGE ANAGNOST**

Presiding Municipal Judge George Anagnost administered the Oath of Office to Councilmember Denette Dunn.

### **ADJOURNMENT:**

Being no further business to come before the Council, the meeting was duly adjourned at 6:05 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 29<sup>th</sup> day of April, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 18<sup>th</sup> day of June, 2019.

(Seal)

---

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 7C.

Date Prepared: 5/30/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Katie Gregory, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Right-of-Way Annexation, Pinnacle Peak Road, 91st to 99th Avenues

---

**Purpose:**

Discussion and possible action to adopt **ORD. 2019-20** approving the annexation of a segment of unincorporated Pinnacle Peak Road right-of-way from 91st Avenue to 99th Avenue.

**Summary:**

Pinnacle Peak Road from 91st Avenue to 99th Avenue is an existing two-lane arterial road owned and maintained by the County. Unincorporated Maricopa County borders Pinnacle Peak to the north and the City borders Pinnacle Peak to the south.

New residential developments are underway in the City on the south side of Pinnacle Peak Road. The City entered into an Intergovernmental Agreement (IGA) with the County to improve Pinnacle Peak Road to its ultimate arterial section in conjunction with the construction of new development. Pinnacle Peak Road will be improved to a five-lane arterial road with a raised median.

Under the terms of the revised IGA, the County will contribute \$3,997,000 toward Pinnacle Peak improvements as its share of the financial responsibility with the understanding that the City will complete the annexation process and assume all rights of ownership.

**Previous Actions/Background:**

- January 10, 2017, City Council approved an IGA with Maricopa County to improve and annex Pinnacle Peak Road from 91st Avenue to 99th Avenue.
- January 22, 2019, City Council approved the First Amendment to the IGA with Maricopa County for the Pinnacle Peak Road from 91st Avenue to 99th Avenue project increasing Maricopa County's total contribution to \$3,997,000.

**Options:**

**A:** Approve the annexation of the unincorporated portion of Pinnacle Peak Road from 91st to

99th Avenues.

**B:** Deny the approval of the annexation resulting in cancellation of Maricopa County's financial participation in the project.

**Staff Recommendation:**

Staff recommends that City Council approve the adoption of the attached annexation ordinance allowing the City to annex a segment of unincorporated Pinnacle Peak Road right-of-way.

**Fiscal Analysis:**

Upon completion of the annexation process and construction per the terms of the IGA, the City will assume all rights of ownership and responsibility for operation and maintenance costs. Costs associated with the operation and maintenance of the roadway were identified during the design phase of the roadway improvements.

**ATTACHMENTS:**

Vicinity Map

Location Map

Ordinance

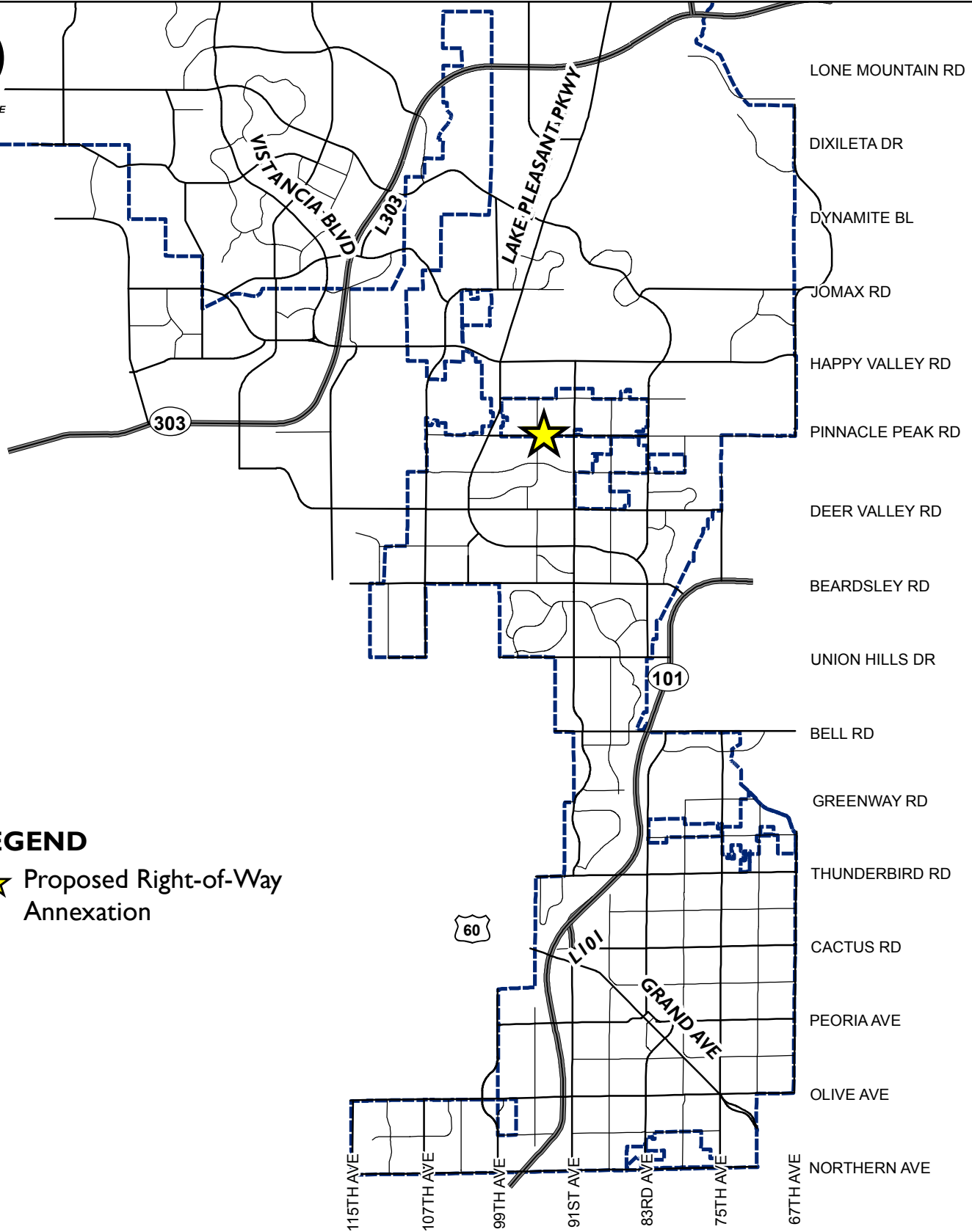
Ordinance Exhibits

**Contact Name and Number:**

Adina Lund, Development and Engineering Director, (623) 773-7249



NOT TO SCALE



**LEGEND**

- ★ Proposed Right-of-Way Annexation

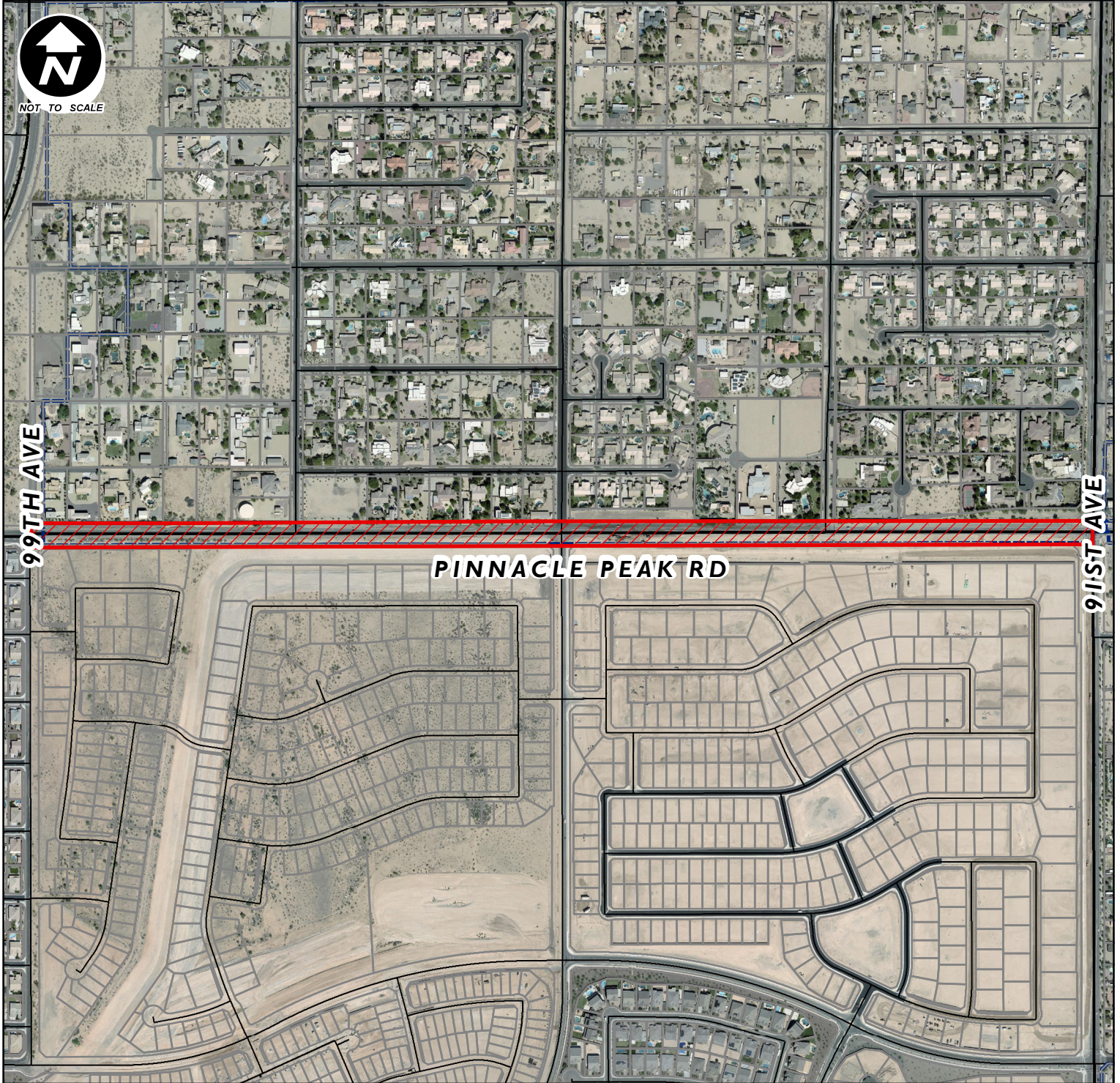




# City of Peoria

DEVELOPMENT & ENGINEERING

## Proposed Annexation Pinnacle Peak Road 91st to 99th Avenues *Location Map*



### LEGEND

 Proposed Annexation Limits



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



ORDINANCE NO. 2019-20

AN ORDINANCE OF THE CITY OF PEORIA, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF PEORIA, ARIZONA, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES, SECTION 9-471(N), BY ANNEXING THERETO CERTAIN COUNTY RIGHT-OF-WAY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF PEORIA, CONTINGENT UPON APPROVAL BY THE MARICOPA COUNTY BOARD OF SUPERVISORS, AND PROVIDING FOR AN EFFECTIVE DATE FOR THE ANNEXATION.

WHEREAS, the territory described in Exhibit A, attached hereto and incorporated herein by reference thereto, and as illustrated on the map attached hereto as Exhibit B, which is likewise incorporated herein reference thereto, is existing Maricopa County Right-of-Way (hereafter "Right-of-Way"), known as Pinnacle Peak Road from 91<sup>st</sup> Avenue to 99<sup>th</sup> Avenue; and

WHEREAS, Arizona Revised Statutes Section 9-471(N) allows annexation of a county right-of-way with no taxable real property adjacent to the city by mutual consent of the governing bodies of the county and city; and

WHEREAS, the City of Peoria, Arizona is desirous of extending and increasing the corporate limits of the City of Peoria, Arizona to include the right of way; and

WHEREAS, the right-of-way is adjacent to the existing corporate limits of the City of Peoria, Arizona for the entire length of the proposed annexation; and

WHEREAS, the governing body of Maricopa County, Arizona contemplates giving its mutual consent to the annexation of such territory within the County right-of-way by the City of Peoria, Arizona; and

WHEREAS, by adoption of this ordinance, it is the intent and desire of the Mayor and Council of the City of Peoria, Arizona, to mutually consent to and to annex the right-of-way to the City of Peoria, Arizona, and to give their mutual consent thereto;

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

SECTION 1. That the territory in the Maricopa County right-of-way as described in Exhibits A and B attached hereto is hereby annexed to the City of Peoria, Arizona, and that the present corporate limits of the City of Peoria, Arizona are hereby extended and increased to include the Maricopa County right-of-way described in Exhibits A and B attached hereto, all of which such right-of-way is contiguous for the entire length thereof to the present corporate limits of the City of Peoria, Arizona.

SECTION 2. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Peoria, Arizona, certified by the Mayor of said City be forthwith filed and recorded in the office of the County Recorder's of Maricopa County, Arizona.

SECTION 3. The annexation herein provided for shall become effective upon the last of the following to occur:

1. The effective date of this Ordinance, in the manner prescribed by law, or
2. The date that the consent of the governing body of Maricopa County, Arizona consenting the annexation herein enacted shall become effective in the manner provided by law.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Peoria, Arizona that this Ordinance become immediately effective, an emergency is declared to exist, and this Ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 18<sup>th</sup> day of June, 2019.

---

Cathy Carlat, Mayor

---

Date Signed



ATTEST:

---

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

---

Vanessa P. Hickman, City Attorney

Published in Peoria Times  
Publication Dates: June 27, 2019  
Effective Date:

ATTACHMENTS:

1. Exhibit A – Legal Description
2. Exhibit B - Map



# EXHIBIT A

## LEGAL DESCRIPTION

That portion of the South half of Section 9, the North half of Section 16 and the Southwest quarter of Section 10, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

**BEGINNING** at the Northeast corner of said Section 16, from which the North quarter corner of said Section bears South 89° 51' 35" West, a distance of 2637.75' (basis of bearing).

Thence South 00° 05' 06" East, along the East line of said Section 16, a distance of 55.00 feet;

Thence departing said East line, South 89°51'35" West, parallel to and 55.00 feet South of the North line of the Northeast quarter of said Section 16, a distance of 2637.75 feet;

Thence South 89° 51' 59" West, parallel to and 55.00 feet South of the North line of the Northwest quarter of said Section 16, a distance of 2567.67 feet;

Thence North 00° 03' 52" West, a distance of 110.00 feet, to a point 55.00 feet North of the South line of the Southwest quarter of said Section 9;

Thence North 89° 51' 59" East, parallel to and 55.00 feet North of said South line, a distance of 272.53 feet;

Thence South 00° 03' 26" West, a distance of 15.00;

Thence North 89° 51' 59" East, a distance of 158.50 feet;

Thence North 00° 03' 26" East, a distance of 15.00 feet;

Thence North 89° 51' 59" East, parallel to and 55.00 feet North of said South line, a distance of 2085.21 feet to the beginning of a curve to the left having a radius of 12.00 feet;

Thence along said curve to the left through a central angle of 89° 26' 46", an arc length of 18.73 feet;

Thence North 00° 25' 13" East, a distance of 24.24 feet;

Page 1 of 4

**Title: ROW Annexation for PINNACLE PEAK ROAD,  
FROM 91ST AVENUE TO 99TH AVENUE**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

**Fax:**



EXPIRES 12-31-19



# EXHIBIT A

## LEGAL DESCRIPTION

Thence South 89° 34' 47" East, a distance of 80.00 feet to the beginning of a non-tangent curve concave Northeast, having a radius of 35.00 feet which bears South 89° 34' 47" East;

Thence along said curve, through a central angle of 90° 33' 38", an arc length of 55.32 feet;

Thence North 89° 51' 35" East, parallel to and 55.00 feet North of the South line of the Southeast quarter of said Section 9, a distance of 793.71 feet;

Thence South 00° 39' 15" West, a distance of 15.00 feet;

Thence North 89° 51' 35" East, a distance of 420.05 feet;

Thence North 00° 39' 24" East, a distance of 15.00 feet;

Thence North 89° 51' 35" East, parallel to and 55.00 feet North of the South line of the Southeast quarter of said Section 9, a distance of 1269.09 feet;

Thence North 45° 22' 33" East, a distance of 35.67 feet;

Thence South 89° 06' 29" East, a distance of 110.00 feet to a point 55.00 feet East of the West line of said Section 10;

Thence South 00° 53' 31" West, a distance of 78.54 feet to a point on the South line of said Section 10;

Thence North 89° 36' 32" West, a distance of 55.00 feet to the Southwest corner of said Section 10 and the **POINT OF BEGINNING**.

Containing 13.16 acres more or less.

Page 2 of 4

**Title: ROW Annexation for PINNACLE PEAK ROAD,  
FROM 91ST AVENUE TO 99TH AVENUE**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

**Fax:**

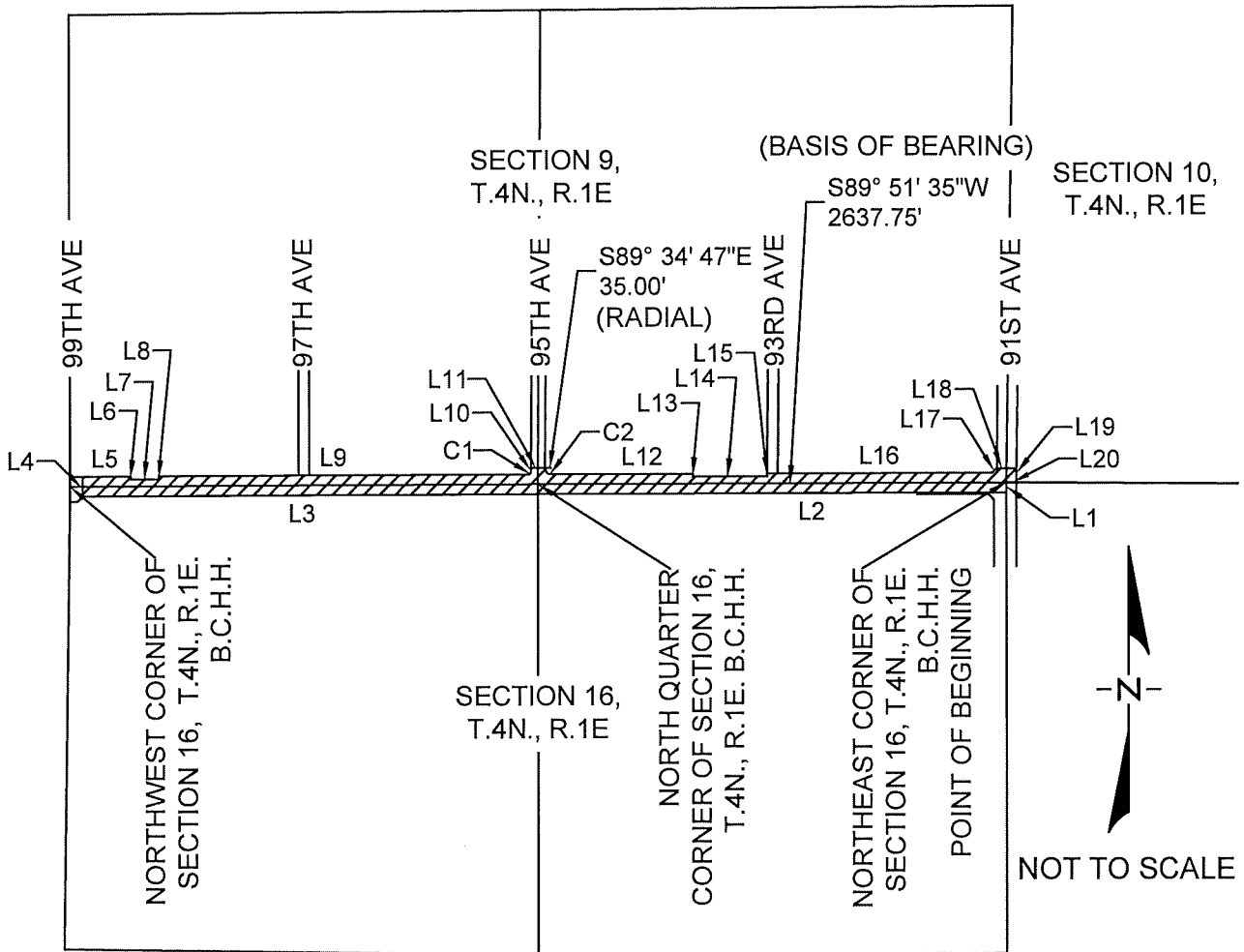


EXPIRES 12-31-19



# EXHIBIT B

## SKETCH



Title: ROW Annexation for PINNACLE PEAK ROAD,  
FROM 91ST AVENUE TO 99TH AVENUE

Preparing Firm: TRACE Consulting

Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034

Phone: (602) 680-8264

Fax:



EXPIRES 12-31-19

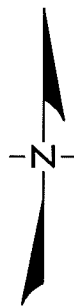


# EXHIBIT B

## SKETCH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00° 05' 06"E	55.00'
L2	S89° 51' 35"W	2637.75'
L3	S89° 51' 59"W	2567.67'
L4	N00° 03' 52"W	110.00'
L5	N89° 51' 59"E	272.53'
L6	S00° 03' 26"W	15.00'
L7	N89° 51' 59"E	158.50'
L8	N00° 03' 26"E	15.00'
L9	N89° 51' 59"E	2085.21'
L10	N00° 25' 13"E	24.24'
L11	S89° 34' 47"E	80.00'
L12	N89° 51' 35"E	793.71'
L13	S00° 39' 15"W	15.00'
L14	N89° 51' 35"E	420.05'
L15	N00° 39' 24"E	15.00'
L16	N89° 51' 35"E	1269.09'
L17	N45° 22' 33"E	35.67'
L18	S89° 06' 29"E	110.00'
L19	S00° 53' 31"W	78.54'
L20	N89° 36' 32"W	55.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	ARC LENGTH
C1	12.00'	089°26'46"	18.73'
C2	35.00'	090°33'38"	55.32'



NOT TO SCALE

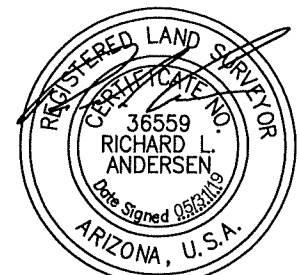
**Title: ROW Annexation for PINNACLE PEAK ROAD,  
FROM 91ST AVENUE TO 99TH AVENUE**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

**Fax:**



EXPIRES 12-31-19

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 8C.

Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

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

**FROM:** Art Miller, Chief of Police

**SUBJECT:** Intergovernmental Agreement, City of Glendale, Detention and Weekend Court Services

---

**Purpose:**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement (IGA) with the City of Glendale to receive detention and weekend court services.

**Summary:**

The Glendale Police Department has been providing detention and weekend court services to the Peoria Police Department since 1995. The Glendale Police Department detention facility receives Peoria Police Department arrestees for booking and detention and supplies safekeeping, care, and maintenance of these arrestees. The Glendale City Court also receives Peoria Police Department arrestees and supplies court services on the weekends for these arrestees booked into the Glendale detention facility.

If approved, the term of the new IGA will be for two (2) years, ending on June 30, 2021. The proposed IGA states the agreement may be renewed upon its expiration for additional one year terms by mutual agreement of the City of Glendale Police Chief and the City of Peoria Police Chief. The IGA further states that if the City of Glendale establishes new rates, both cities shall renegotiate the terms of the agreement.

**Previous Actions/Background:**

The Glendale Police Department has been providing detention and weekend court services to the Peoria Police Department since 1995. The City of Peoria has previously authorized similar IGAs with the City of Glendale to provide detention and weekend court services.

**Options:**

**A:** Authorize the City Manager to execute an agreement with the City of Glendale to receive detention and weekend court services.

**B:** Choose not to participate in this agreement.

**Staff Recommendation:**

Staff recommends authorizing the City Manager to execute an Intergovernmental Agreement with the City of Glendale for detention and weekend court services.

**Fiscal Analysis:**

The rates for services provided by the Glendale Police Department detention facility have increased from \$127.61 to \$197.91 per inmate per day. The rates for services provided by the Glendale City Court have increased from \$69.78 to \$82.38 per inmate per court appearance. The Peoria Police Department will utilize its current jail incarceration fees account (1000-1020-520009) to cover this expense. Additional expenditure authority is not being requested at this time.

**ATTACHMENTS:**

Intergovernmental Agreement

**Contact Name and Number:**

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

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF GLENDALE AND THE CITY OF PEORIA  
TO PROVIDE DETENTION AND WEEKEND COURT SERVICES  
FOR THE CITY OF PEORIA POLICE DEPARTMENT**

THIS AGREEMENT is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Glendale, hereinafter referred to as GLENDALE, and the City of Peoria, hereinafter referred to as PEORIA.

WHEREAS, GLENDALE, through the Glendale Police Department, hereinafter referred to as GLENDALE POLICE, provides police protection services for the City of Glendale, Arizona, and owns, maintains and contracts for detention facilities for the incarceration of its prisoners; and

WHEREAS, GLENDALE, through the Glendale City Court, hereinafter referred to as GLENDALE CITY COURT, provides court services for the City of Glendale, Arizona and owns, maintains and contracts for court services for the timely processing of its prisoners; and

WHEREAS, PEORIA does not have the facilities to provide prisoner detention or weekend court services, and wishes to enter into an Intergovernmental Agreement with GLENDALE whereby the GLENDALE POLICE, GLENDALE CITY COURT and members of their staff will furnish to PEORIA certain detention and court services; and

WHEREAS, PEORIA wishes to contract with GLENDALE for the performance of hereinafter described detention and court services by GLENDALE through the GLENDALE POLICE and GLENDALE CITY COURT thereof;

WHEREAS, such contracts are authorized and provided for by the provisions of A.R.S. 11-951, et seq., and

WHEREAS, PEORIA may enter into intergovernmental agreements by Peoria City Charter Article 1, Section 3(15) and Glendale by Glendale City Charter Article VIII, Section 1;

NOW, THEREFORE, in consideration of the usual covenants contained herein, GLENDALE and PEORIA agree as follows:

1. DETENTION SERVICES. GLENDALE through GLENDALE POLICE agrees to receive PEORIA arrestees for booking, detention, and incarceration. GLENDALE will supply safekeeping, care and maintenance of persons arrested by PEORIA and booked into GLENDALE Detention system at a rate of \$197.91 per inmate per day. If a PEORIA arrestee is ordered to serve more than 48 hours in GLENDALE, GLENDALE POLICE may transport PEORIA arrestees to a Maricopa County facility, and PEORIA agrees to pay all costs imposed by Maricopa County for such arrestee. In furtherance of their duties and responsibilities contained in this Agreement, GLENDALE and GLENDALE POLICE will provide, inter alia, the facilities, personnel, and other necessary items to fulfill duties and responsibilities as set forth herein. In addition, GLENDALE will notify victims of arrestees' release from GLENDALE.

2. COURT SERVICES. GLENDALE, through GLENDALE CITY COURT, agrees to receive PEORIA arrestees, on a case by case basis as PEORIA may request, and will supply court services during weekends and holidays of persons arrested by PEORIA and booked into GLENDALE detention system at



a rate of \$82.38 per inmate, per court appearance. This fee does not include interpreter or judicial services, which PEORIA will arrange outside of this agreement. In furtherance of the duties and responsibilities contained in this agreement GLENDALE and GLENDALE CITY COURT will provide, inter alia, the facilities, clerical personnel, and other necessary items to fulfill the duties and responsibilities as set forth herein. GLENDALE CITY COURT reserves the right to modify its hours of operation in its sole discretion.

The rendition of the services described in Sections 1 and 2, the standards of performance, the supervision of officers and court staff, and any other matters incidental to the performance of such services under the control of personnel so employed, will remain in the sole discretion of GLENDALE, GLENDALE CITY COURT and GLENDALE POLICE. In the event of dispute between the parties as to the extent of performance of such service, the determination thereof made by GLENDALE shall be final and conclusive as between the parties.

3. ADDITIONAL SERVICES. During the term of this agreement, if PEORIA desires additional services, PEORIA will notify GLENDALE of the additional services desired by PEORIA, and GLENDALE will consider the request from PEORIA. Should PEORIA, GLENDALE, GLENDALE POLICE or GLENDALE CITY COURT reach an agreement with respect of such additional detention or court services and the cost thereof, then PEORIA and GLENDALE shall adopt respective resolutions approving the additional services to be performed by GLENDALE POLICE and/or GLENDALE CITY COURT and the cost thereof to be paid by PEORIA to GLENDALE. GLENDALE has no obligation to accept any request for additional services from PEORIA.

4. TERMS OF AGREEMENT. Either party may terminate this Agreement by notice in writing to the other party of not less than ninety (90) calendar days prior to the date of such termination.

- 4.1 PEORIA agrees to pay GLENDALE the rates as set forth in Sections 1 and 2 above for the services provided. Prisoners will not serve time longer than 48 hours consecutively in the Glendale City Detention Facility. The rates will not be subject to change during the period of this Agreement except as provided for in Section 4.3 below or for additional services pursuant to Section 3 above. It is further agreed that the number of prisoner days will be submitted to PEORIA by GLENDALE on a monthly basis.
- 4.2 The term of the Agreement shall be for two (2) years, commencing on July 1, 2019 and ending on June 30, 2021 (initial term). Unless terminated in accordance with Section 4 of this Agreement, the agreement may be renewed upon its expiration for additional one (1) year terms by the mutual written agreement of the City of Glendale Police Chief and the City of Peoria Police Chief.
- 4.3 If during the term of this Agreement, or an extension thereof, GLENDALE establishes new rates, PEORIA shall continue to pay the previous per diem rate for a period of Ninety (90) days , during which time PEORIA and GLENDALE POLICE shall renegotiate the terms of this Agreement. If, at the end of Ninety (90) days, a new Agreement has not been reached, PEORIA shall be responsible under the terms of this Agreement for payment at the new rates for those PEORIA prisoners then in the care and custody of GLENDALE POLICE.
- 4.4 PEORIA understands and agrees that the calculation of the number of days a PEORIA prisoner is incarcerated will include the first day of a PEORIA prisoner's

incarceration, or any part of that day. The final days of incarceration shall not be included in the calculation unless the first and last day of a PEORIA prisoner's incarceration coincides. For the purpose of this Agreement, an incarceration day will begin at 12:00 p.m., and end at 11:59 a.m. The minimum billing for a PEORIA prisoner who is booked into the Glendale Detention Facility is one day.

- 4.5 All charges, costs, fees, expenses, and/or financial responsibilities under this Agreement, will be paid by PEORIA within sixty (60) calendar days of billing from GLENDALE. Failure to pay within sixty (60) days of billing may result in cancellation of this Contract at the sole discretion of GLENDALE without further notice.
- 4.6 PEORIA and GLENDALE may audit each other's records pertaining to PEORIA prisoners maintained by GLENDALE POLICE pursuant to the terms of this Agreement. Each party, prior to conducting an audit, must give (30) days' notice to the other party. If as a result of this audit, the fees, charges or other billable items as discussed in the Agreement are in excess or understated, then appropriate adjustments are to be made, and PEORIA agrees to pay GLENDALE the amount due on the next monthly billing or GLENDALE shall credit the amount due to PEORIA upon the next monthly billing until the adjusted amount is balanced, whichever is appropriate.
- 4.7 PEORIA, GLENDALE POLICE, GLENDALE CITY COURT and GLENDALE agree that each shall use their best efforts to cooperate with each other, and in sharing information in order to reduce delay, duplication of effort and data, and attempt to reduce the cost of booking, detention, incarceration, and court services of prisoners in the GLENDALE POLICE detention system and/or the GLENDALE CITY COURT.

5. STANDARD OF TREATMENT. PEORIA prisoners will be held in the same manner as GLENDALE prisoners. Male and female prisoners will be segregated according to law. PEORIA prisoners will not be permitted to leave the GLENDALE POLICE detention system for any reason except when authorized by law. No person confined in the GLENDALE POLICE detention system shall be subjected to discrimination in any manner or form because of race, color, sex, religion, age, handicap, or national origin. PEORIA prisoners will be subject to the same rules and regulations as GLENDALE prisoners. PEORIA prisoners may consult with attorneys and have the same privileges as GLENDALE prisoners.

6. MEDICAL CARE AND TREATMENT.

- 6.1 Pre-incarceration Medical Care & Treatment of PEORIA Prisoners. PEORIA understands that it is ultimately responsible for transporting arrestees to obtain pre-incarceration medical treatment. GLENDALE will not assume, and PEORIA holds GLENDALE harmless for, any financial responsibility for providing medical care and treatment of PEORIA prisoners prior to their being incarcerated in the GLENDALE POLICE detention facility (or following incarceration as stated in Section 6.2). GLENDALE POLICE reserves the right to refuse any PEORIA arrestees based on medical or psychiatric reasons.

6.2 Medical Care & Treatment of PEORIA Prisoners During Incarceration. After a PEORIA prisoner is incarcerated in the GLENDALE POLICE detention facility, GLENDALE POLICE will arrange for medical care and treatment to PEORIA prisoners in the same manner as all GLENDALE prisoners. PEORIA POLICE will be responsible for the escorting of PEORIA arrestees to the proper medical facility. PEORIA is financially responsible for any and all medical care and treatment incurred by PEORIA prisoners incarcerated in GLENDALE facilities. The assumption of financial responsibility under this Section is intended solely to allocate responsibility as between PEORIA and GLENDALE; it is not intended to, nor does it, relieve any prisoner or other third party of liability for such medical care and treatment. However GLENDALE will assume financial responsibility for the medical care and treatment of a PEORIA prisoner made necessary by the negligent or intentional conduct of GLENDALE, its employees, or agents, unless PEORIA's negligent or intentional conduct also caused the need for medical care and treatment of a PEORIA prisoner, in which case financial responsibility is apportioned between GLENDALE and PEORIA according to their respective liability.

GLENDALE will notify PEORIA of any medical care and treatment prior to incurring the same, unless emergency care is required and such prior notice is not feasible. If emergency treatment is necessary, GLENDALE shall secure such necessary special medical care and treatment, including hospital services, without prior notice to PEORIA but shall notify PEORIA at the earliest practical time.

Notice of medical care and treatment under this Section 6.2 may be given verbally, either in person or by telephone and PEORIA'S decision to retain custody, or release the prisoner from custody, may be given verbally in person by a law enforcement officer of PEORIA who exhibits a valid identification card or fax or teletype to the GLENDALE POLICE Department. If fax or teletype is used then PEORIA'S decision must be communicated on an official document of PEORIA. Verbal notice under this paragraph shall be confirmed in writing by the parties delivered personally to the recipient within twenty-four (24) hours of the original verbal communication, or in cases involving PEORIA holidays, within twenty-four (24) hours of the last day of the holiday period.

Written notice of medical care and treatment shall be given to:

PEORIA

GLENDALE

Chief of Police  
Peoria Police Department  
8351 W. Cinnabar Avenue  
Peoria, Arizona 85345

Chief of Police  
Glendale Police Department  
6835 N. 57<sup>th</sup> Drive  
Glendale, Arizona 85301

Charges to PEORIA by GLENDALE for medical care and treatment shall be treated separately and shall constitute a separate and additional fee or expense, and PEORIA will promptly pay the charges upon receipt of a bill, invoice or other statement containing the charges. More specifically, PEORIA agrees that in the event that a PEORIA prisoner receives medical treatment, PEORIA will be

responsible for all costs incurred for such care and treatment of PEORIA prisoner, unless otherwise specified in this Agreement.

7. INSURANCE. The parties hereto agree to secure and maintain insurance coverage for any and all risks which may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including by not limited to public entity insurance. This insurance may be fulfilled by acquisition of insurance or the maintenance and operation of a self-insurance program. Insurance maintained by the parties to this Agreement must contain provisions whereby the other party to this Agreement is provided a certificate of insurance/self-insurance.

8. APPLICABLE LAW. This Agreement is to be construed according to the Law of the State of Arizona.

9. AMENDMENTS. The parties understand and specifically agree that the terms of this Agreement may be amended from time to time only upon written mutual agreement by each party and that such amendments are to be integrated into this Agreement.

10. INTEGRATION. This Agreement is the sole understanding and agreement by the parties hereto and supersedes any other written and/or oral agreement relative to the subject matter of this Agreement.

11. FACILITIES AND PERSONNEL. All personnel affected by this Agreement will continue to be employed and supervised by their respective agency. All facilities and equipment will continue to be controlled by the agency of original origin.

GLENDALÉ POLICE agrees to supply PEORIA POLICE with twenty-four (24) hour access to the GLENDALÉ POLICE detention facility. GLENDALÉ POLICE agrees to furnish PEORIA POLICE with sufficient number of magnetic security access cards to facilitate access at a cost of \$8.00 per card. Once purchased, these cards become the property of PEORIA. PEORIA agrees to maintain records of cards issuance, and agrees to notify GLENDALÉ POLICE immediately of any lost or stolen magnetic security access cards.

The personnel of GLENDALÉ POLICE and PEORIA POLICE will not for any purpose be considered employees or agents of Peoria or Glendale (respectively). The parties assume full responsibility for the actions of their own personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

12. INDEMNITY BY PEORIA. PEORIA, to the extent permitted by law, agrees to indemnify and save harmless GLENDALÉ, or any of its departments, agencies, elected officials, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the performance of the provisions of this Agreement. GLENDALÉ shall in all instances be indemnified against all liability, losses, or damage of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance of this Agreement, except when such injury or damages shall have been by the negligence or intentional conduct of GLENDALÉ.

13. INDEMNITY BY GLENDALE.

13.1 GLENDALE, to the extent permitted by law, agrees to indemnify and save harmless PEORIA, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage, or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the performance of the provisions of this Agreement. PEORIA shall in all instances be indemnified against all liability, losses, or damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance of this Agreement, except when such injury or damages shall have been occasioned by the negligence or intentional conduct of PEORIA.

13.2 GLENDALE acknowledges that it will retain complete and exclusive control over the operation of the court facilities, jail, conditions of incarceration, number of inmates incarcerated and maintenance of the jail. GLENDALE agrees specifically to indemnify PEORIA against all liability, losses, damages, costs, attorney's fees or claims of any nature arising out of any claim by inmates of the jail alleging violation of their civil or constitutional rights due to conditions of incarceration or acts by GLENDALE, its departments, agencies, officers and employees in the operation of the jail.

14. ATTORNEY'S FEES. In the event of any litigation or other proceeding concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

15. CONFLICTS OF INTEREST. This Agreement may be cancelled for conflict of interest by either party in accordance with A.R.S. 38-511.

16. IMMIGRATION LAW COMPLIANCE. The parties agree, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

17. NO BOYCOTT OF ISRAEL. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

18. NON-DISCRIMINATION POLICIES. The parties agree that they must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, GLENDALE and PEORIA, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above

CITY OF GLENDALE, an Arizona  
municipal corporation

CITY OF PEORIA, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk (SEAL)

**CERTIFICATION BY LEGAL COUNSEL**

The foregoing Intergovernmental Agreement between City of Glendale and the City of Glendale is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
Michael D. Bailey, City Attorney

**CERTIFICATION BY LEGAL COUNSEL**

The foregoing Intergovernmental Agreement between City of Glendale and the City of Peoria is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the State of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 9C.

Date Prepared: 6/5/2019

Council Meeting Date: 6/18/2019

---

**TO:** Council Members  
**FROM:** Cathy Carlat, Mayor  
**SUBJECT:** Contract Amendment, City Manager

---

**Purpose:**

Discussion and possible action to approve the Amendment to the Terms and Conditions of the Employment Agreement with the City Manager.

**Summary:**

Recently, the Mayor and City Council completed their appraisal of the City Manager. Pursuant to the appraisal, the attached amendment to the Terms and Conditions of Employment with the City Manager has been prepared. The proposed amendment provides for a 5.0% increase for a new annual base salary of \$233,730, and a 2% increase to the deferred compensation for a new annual contribution of \$16,546.44.

**Options:**

**A:** Approve an amendment to the Terms and Conditions of Employment Agreement with the City Manager.

**B:** Do not approve an amendment to the Terms and Conditions of Employment Agreement with the City Manager.

**Staff Recommendation:**

This is a request for the Mayor and City Council to adopt the proposed Amendment to the Terms and Conditions of Employment with the City Manager.

**ATTACHMENTS:**

City Manager Contract Amendment

**Contact Name and Number:**

Laura Ingegneri, (623) 773-7103

## AMENDMENT TO THE TERMS AND CONDITIONS OF EMPLOYMENT AGREEMENT

This Contract Amendment is made on this eighteenth day of June, 2019, between the City of Peoria ("City") and Jeff Tyne ("City Manager").

### RECITALS

WHEREAS, the Mayor and Council of the City have entered into a Terms and Conditions of Employment Agreement with the City Manager dated July 6, 2017 (hereinafter "Agreement") for the provision of those duties and functions of the City Manager, as provided under the Peoria City Charter and Code and in accordance with Arizona Revised Statutes, Section 9-271: and

WHEREAS, the City and City Manager desire to amend the Agreement.

Therefore, the parties in consideration of the covenants and conditions to be performed by the City Manager set forth in the Agreement dated July 6, 2017, the Parties agree to amend the Agreement as follows:

#### Section 4. Amendment to Section 4

Section 4 ("Salary") shall be amended to read as follows:

City agrees to pay Employee for his services rendered pursuant hereto as City Manager an annual base salary of \$233,730 payable in installments at the same time as other employees of the City of Peoria, Arizona are paid.

#### Section 5. Amendment to Section 5

Section 5 ("Deferred Compensation") shall be amended as read as follows:

City agrees to pay the City Manager deferred compensation in the amount of \$16,546.44.

#### Section 14. Amendment to Paragraph 14.C

Section 14.C ("General Provisions") shall be amended to read as follows:

C. City and the City Manager agree that the items covered by this contract Amendment shall become effective June 18, 2019, following Council approval of this Contract Amendment.



City and City Manager agree that except solely as modified above, changed and amended, the terms, conditions, and provisions of the Agreement and subsequent amendments thereto, shall continue in full forth and effect and shall apply to, and shall govern, this amendment of the Agreement.

In WITNESS THEREOF, the parties execute this Contract Amendment on the date set forth above.

CITY OF PEORIA

CITY MANAGER

\_\_\_\_\_  
By: Cathy Carlat, Mayor

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 10C.

Date Prepared: 6/9/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**FROM:** Rick Buss, Economic Development Services Director  
**SUBJECT:** Contract Amendment, Greater Phoenix Economic Council Services

---

**Purpose:**

Discussion and possible action to: (a) authorize the City Manager to renew the service contract with the Greater Phoenix Economic Council for Fiscal Year 2020; and (b) authorize the use of funds in the amount to \$86,245.00 from the Half-Cent Fund City Participation Outside Programs account.

**Summary:**

As part of its economic development effort, staff is seeking to renew its contract with the Greater Phoenix Economic Council (GPEC). The Greater Phoenix Economic Council is a private/public partnership representing the majority of communities in Maricopa County.

GPEC's mission is geared toward attracting quality businesses to the region from around the world, as well as advocating and championing foundational efforts to improve the region's economic development competitiveness. GPEC's primary role is image building and marketing for the greater Phoenix region, and adds value to retention and expansion of existing businesses through regional support and research on key projects.

Since 1991, Peoria has been a member of GPEC, which currently has 22 community members and is the leader in regional economic development. Membership with GPEC provides the city with development leads and prospects, as well as exposes the city to a national and international corporate site selection audience, as well as within metropolitan Phoenix. In addition, a membership in GPEC allows Peoria to have a voice on decisions made regarding regional economic development strategies

**Previous Actions/Background:**

City Council has approved the GPEC contract every year since 1991.

**Options:**

**A:** Approve the GPEC contract for another year. This means we will continue to partner with

them on our economic development activities and use them as a resource for leads, prospects, marketing, public relations, research and analysis.

**B:** Reject the GPEC contract. This means we will no longer receive indirect exposure nationally and internationally in the metropolitan Phoenix region, and we will undertake all economic development image, marketing and business prospecting activities on our own.

**Staff Recommendation:**

Discussion and possible action to authorize the City Manager to renew the Greater Phoenix Economic Council (GPEC) contract for the 2020 fiscal year.

**Fiscal Analysis:**

The cost for the City of Peoria to participate in GPEC for the FY 2020 is \$86,245. Currently \$78,037 is funded in the FY20 Half-Cent Fund City Participation-Outside Programs account (1210-0350-522006). The deficit of \$8,208 will be funded through the economic development services operating budget (1000-0352-520099). The amount reflects a \$6,508 increase from last year's contract amount.

**ATTACHMENTS:**

- Exhibit A FY20 Action Plan
- Exhibit B FY20 Metrics
- Exhibit C Target Industries
- Exhibit D FY20 Reporting Draft
- Exhibit E FY20 City Default
- Exhibit F FY20 Regional Cooperation Protocol Policy
- Peoria FY20 Contract Final

**Contact Name and Number:**

Rick Buss, (623) 773-5219



**Greater Phoenix**  
ECONOMIC COUNCIL

# **ACTION PLAN**

FISCAL YEAR 2020

**OUR** MISSION:

---

Attract and grow quality  
businesses & advocate  
for Greater Phoenix's  
competitiveness.

**OUR** VALUES:

---



**WE ARE AN INCLUSIVE,  
DIVERSE FAMILY**



**WE REMAIN ON THE EDGE**



**WE LEAD FROM THE FRONT**



**WE ARE AGILE AND  
ADAPT TO CHANGE**



**WE ARE CHANGE AGENTS**



**WE ARE TENACIOUS**



**WE PROMOTE  
INTELLECTUAL CURIOSITY**



**WE ARE COMMITTED  
TO SELFLESS SERVICE**

**F**or each year of our three-year Strategic Plan, GPEC composes an Action Plan that articulates specific initiatives to prioritize in that year. Our fiscal year 2020 Action Plan builds on past successes and leaps forward to facilitate a next-generation, multidisciplinary approach that advances business attraction, competitiveness, branding and stakeholder engagement.



PAST SUCCESSES  
LEAPS FORWARD  
STRATEGIC  
PLAN  
BRANDING  
COMPETITIVENESS  
NEXT-GENERATION  
ADVANCES  
BUSINESS  
ATTRACTION  
STAKEHOLDER  
ENGAGEMENT  
SOCIAL  
MULTIDISCIPLINARY  
APPROACH  
ACTION PLAN



**GOAL #01**

Elevate the brand identity to deepen our reach into targeted markets

In less than a decade, Greater Phoenix recovered to become a top five growth market in GDP and a leader in job creation. As a rapidly evolving market, the region is uniquely qualified to leapfrog traditional stages of economic growth and determine its own identity, unencumbered by the entrenched legacies that often impede modernization elsewhere. This year, GPEC will work cohesively with stakeholders to cultivate the local, national and global perception of Greater Phoenix as a welcoming, vibrant economy.

**TACTICS:**

- Launch a refreshed GPEC brand that manifests our vision to position Greater Phoenix as a metropolitan center of innovation
- Energize The Connected Place campaign by deploying digital tactics that promote the region as a hub of scalable tech-centricity
- Assess creative methods to involve companies, investments and talent outside the market

**MILESTONES:**

- Deployed new logo and brand guidelines across GPEC-owned digital channels and physical spaces
- Evaluated a dynamic online toolkit that enables investors and community members to better access data and content
- Completed a feasibility study of a new tech-centric event that would draw global and domestic tech talent and capital
- Increased traffic to GPEC's website and social media channels

**STRATEGIC PLAN OBJECTIVES:**

- ✓ Elevate the brand identity using new forms of media to deepen our reach into targeted markets
- ✓ Promote initiatives that reinforce the region as a place to test, launch and advance innovation
- ✓ Create an enhanced and efficient stakeholder engagement model

## GOAL #02

# Attract and grow businesses while cultivating new models that create and retain quality jobs in globally competitive sectors

GPEC will continue to serve as a beacon of resources for base industries that identify our region as a potential location of choice. These industries increasingly operate at the crossroads of primary and secondary markets as evidenced by the doubling of institutional investment into our companies over the past decade. As local market fundamentals mature, GPEC will seek relationships across a wider universe of decision-makers.

## TACTICS:

- Amplify meaningful engagement with brokers and site selectors
- Maintain regional transparency in business attraction efforts with our stakeholders
- Identify select sectors in which Greater Phoenix *should* be uniquely positioned to lead the global curve
- Expand the soft-landing program to ease the market entry by international prospects
- Promote export resources for local small- and medium-sized companies
- Calibrate new funding mechanisms and connectivity with capital markets

## MILESTONES:

- Surpassed contracted jobs created and prospects generated, including higher participation by companies within The Connected Place verticals
- Conducted a pre-determined volume of in-person meetings with key brokers, site selectors and other multipliers to share industry sector narratives
- Upgraded tools that provide transparency into the prospect pipeline for communities
- Completed a comprehensive analysis on targeted industry sectors
- Leveraged capital markets to drive partnerships in emerging technology

## STRATEGIC PLAN OBJECTIVES:

- ☑ Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination
- ☑ Promote initiatives that reinforce the region as a place to test, launch and advance innovation

**GOAL #03**

Drive organizational effectiveness in business development and regional competitiveness through data science, predictive analytics and value-added research

Better data informs better insights that produce better outcomes. GPEC will engineer a robust data science apparatus to serve member communities and other stakeholders with business intelligence resources.

**TACTICS:**

- Employ state-of-the-art analytical and automation platforms to systematize tailored recruitment efforts
- Assemble a central repository of information to empower knowledge-sharing
- Modernize statutory economic development programs to support current and future industries

**MILESTONES:**

- Generated higher conversion from lead to prospects, and prospects to locates
- Provided timely, accurate and actionable information to stakeholders
- Exhibited a map of the existing value and ancillary networks that benefit new locates
- Completed industry use cases and market intelligence reports
- Developed and advanced policy proposals urging modernization of the region's economic development toolkit

**STRATEGIC PLAN OBJECTIVES:**

- ✓ Deepen internal expertise and upgrade research and analytic capabilities
- ✓ Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination
- ✓ Utilize market and industry intelligence to drive economic diversification and resilience

## GOAL #04

# Elevate engagement with stakeholders and foster strategic relationships

GPEC has had the privilege of serving Greater Phoenix as a dedicated steward for the past 30 years. Over the next year, we will actively integrate into our organization the communities and partners whose unfaltering commitment and unparalleled mentorship have, are, and will continue to guide our mission.

### TACTICS:

- Host thoughtful, inspiring events that invite decision-makers and their teams from both public and private sectors
- Evangelize a regional brand through The Connected Place Council to drive new emerging tech strategies

### MILESTONES:

- Doubled the number of Certified Ambassadors, who represent the highest level of measurable member engagement
- Activated The Connected Place Council to build champions of an intentional brand that drives advanced technology investment
- Increased stakeholder satisfaction based on annual survey results
- Lowered investor attrition
- Increased demonstrated knowledge of the GPEC mission and regional priorities by our communities and investors



### STRATEGIC PLAN OBJECTIVES:

- Create an enhanced and efficient stakeholder engagement model
- Increase and diversify GPEC's financial resources in alignment with regional priorities



**GOAL #05**

## Heighten awareness of and participation in topics addressing diversity, inclusion, sustainability and an equitable economy

If Greater Phoenix is to experience a resilient growth that withstands economic cycles, regional representatives must engage directly, continuously and honestly. GPEC will pursue two relevant strategies:

- Modern Economy Plan: engender community dialogue and incubate ideas for an inclusive growth reflective of both our region's ambitions and restrictions
- Community Partnership Program: present growth plans tailored to each community's individual economic assets

**TACTICS:**

- Measure market behavior and rationalize trends resulting from programs led by GPEC
- Deliver member-specific analyses on competitive positioning, land development and place-making
- Champion the efforts of peer organizations through analytical heft in infrastructure, transportation and education policies

**MILESTONES:**

- Completed the first phase of a dashboard to monitor programming, social performance and shared prosperity
- Supplied robust data and analytics to partners implementing programs at state and regional levels on P-20 education, workforce and infrastructure
- Assessed and designed strategies for current and future commerce corridors

**STRATEGIC PLAN OBJECTIVES:**

- ☑ Change the paradigm among community and civic leadership to one that prioritizes education, job access and intentional long-term investment into drivers of competitiveness
- ☑ Develop regional resilience programs

**MODERN ECONOMY PLAN:**

The Modern Economy Plan (MEP) is an initiative designed to advance the region's competitiveness and economic opportunity for all. MEP strengthens the drivers of a competitive economy: high-value added industries, workforce development and talent pipeline, innovation and entrepreneurship, and modern digital and physical infrastructure.

**COMMUNITY PARTNERSHIP PROGRAM:**

The Community Partnership Program (CPP) was created to further enhance each member community's support and engagement within GPEC. The program is designed to provide an opportunity for open dialogue between GPEC and each member community while aligning current strategies and efforts to create a more competitive region. The individual focus and strategy for the CPP adapts to reflect the advancing economic development landscape each year.



## GOAL #06

# Embed an organizational culture of operational discipline and relentless commitment to The GPEC Way

To deliver the 22 milestones identified above, GPEC must manage an internal portfolio of processes and behaviors – and only what can be measured can be managed. Accordingly, for the first time since inception, we will apply our externally reputed analytical rigor to our internal activity and build a center of economic development excellence.



### TACTICS:

- Dissect current processes and identify appropriate measurements to set a baseline for future performance
- Standardize mechanisms of data collection and knowledge transfer
- Create a formal professional development plan
- Test creative initiatives while maintaining GPEC's position as a market leader
- Explore new areas of performance measurement with the intent of proposing updated top-line metrics in FY21

### MILESTONES:

- Captured opportunities for organizational efficiencies
- Minimized latency in communication feedback loops
- Increased both managerial and functional expertise across all staff
- Authored a comparative study of leading Economic Development Organization (EDO) detailing best practices
- Been consistently ranked as one of the nation's top EDOs

### STRATEGIC PLAN OBJECTIVES:

☑ Cultivate a world-class talent organization that exemplifies the GPEC Way

☑ Deepen internal expertise and upgrade research and analytic capabilities

REVENUES	FY 2019 FORECAST	% OF TOTAL	FY 2020 BUDGET	% OF TOTAL	FY 2019 BUDGET	\$ CHANGE	% CHANGE
Public Funds	2,577,000	40%	2,717,700	39%	2,577,000	140,700	5%
Private Funds	2,686,000	41%	3,146,900	45%	2,820,900	326,000	12%
New Pledge Revenue	425,000	7%	350,000	5%	350,000	-	0%
In-kind Pledges	78,000	1%	253,500	4%	118,500	135,000	114%
Events & Programs	215,000	3%	150,000	2%	200,000	(50,000)	-25%
Sponsorships	70,000	1%	55,000	1%	-	55,000	-
Grant Income	425,000	7%	324,600	5%	182,800	141,800	78%
Other	1,400	0%	1,300	0%	1,300	-	0%
<b>TOTAL REVENUES</b>	<b>6,477,400</b>	<b>100%</b>	<b>6,999,000</b>	<b>100%</b>	<b>6,250,500</b>	<b>748,500</b>	<b>12%</b>

OPERATING EXPENDITURES							
Business Development	487,000	7%	449,600	6%	395,300	54,300	14%
Marketing & Communications	526,800	8%	492,000	7%	536,000	(44,000)	-8%
Research (Formerly Research & Strategy)	209,400	3%	249,300	3%	225,000	24,300	11%
Engagement	118,000	2%	152,500	2%	120,300	32,200	27%
Strategy & Regional Initiatives (Formerly Other Initiatives)	99,000	1%	362,900	5%	80,400	282,500	351%
Administration/Operations	480,500	7%	552,200	7%	444,200	108,000	24%
Personnel	3,831,400	57%	3,828,500	51%	3,781,500	47,000	1%
Facilities	695,000	10%	737,000	10%	728,500	8,500	1%
Events & Programs	257,000	4%	160,000	2%	280,000	(120,000)	-43%
<b>TOTAL OPERATING EXPENDITURES</b>	<b>6,704,100</b>	<b>99%</b>	<b>6,984,000</b>	<b>94%</b>	<b>6,591,200</b>	<b>392,800</b>	<b>6%</b>

NON-OPERATING EXPENDITURES							
Grant Expenses	50,000	1%	470,000	6%	50,000	420,000	840%
<b>TOTAL EXPENSES</b>	<b>6,754,100</b>	<b>100%</b>	<b>7,454,000</b>	<b>100%</b>	<b>6,641,200</b>	<b>812,800</b>	<b>12%</b>
<b>NET GAIN (LOSS)</b>	<b>(276,700)</b>		<b>(455,000)</b>		<b>(390,700)</b>	<b>812,800</b>	
Less: Capital Expenditures			(45,000)		(40,000)	(5,000)	
Amortization of Deferred Rent	(86,000)		(86,000)		(86,000)	-	
Add: Depreciation	373,000		374,500		372,900	1,600	
Add: Allowance for Doubtful Accounts	-		-		25,000	(25,000)	
Changes from Operating Activities	5,000		-		1,100	(1,100)	
Net Cash Flows	15,300		(211,500)		(117,700)	(93,800)	
Beginning Cash	2,572,200		2,587,500		2,572,200	15,300	
<b>ENDING CASH</b>	<b>2,587,500</b>		<b>2,376,000</b>		<b>2,454,500</b>	<b>(78,500)</b>	

**FY20** PROPOSED

	<b>CONTRACT</b>	<b>TARGET</b>	<b>STRETCH</b>
Payroll (in Millions)	\$389.65	\$428.62	\$492.91
Jobs	7,620	8,381	9,639
High Wage Jobs	3,343	3,677	4,228
Average High Wage Salary	\$58,180	\$64,644	\$71,108
Qualified Prospects	229	252	277
Qualified International Prospects	38	42	46
GPEC Assists	10	12	14





## CHAIRMAN'S COUNCIL



## CORPORATE COUNCIL



## EXECUTIVE COUNCIL



## DIRECTORS' COUNCIL

- Alliance Bank of Arizona
- American Airlines
- Arizona Cardinals
- Arizona Coyotes
- Arizona Diamondbacks
- Bank of America
- Banner Health
- BBVA Compass
- Cancer Treatment Centers of America
- CBRE
- CenturyLink
- Chicanos Por La Causa
- Cousins Properties
- Cypress Office Properties
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- Empire Southwest
- Ernst & Young
- Freeport McMoRan Inc.
- Goodmans Interior Structures
- Goodwill of CentralArizona
- Grand Canyon University
- Intel Corporation
- Kitchell
- Layton Construction
- Lucid Agency
- Maracay Homes
- Mayo Clinic
- M Culinary
- MidFirst Bank
- Mortenson
- Mutual of Omaha Bank
- Northern Trust
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- Polsinelli PC
- Quarles & Brady
- Republic Media
- Sherman & Howard
- Snell & Wilmer
- Squire Patton Boggs
- University of Phoenix
- Valley Metro

## LEADERSHIP COUNCIL

---

- Aerotek
- Aetna
- Archicon L.C. Architecture
- Benchmark Electronics, Inc.
- Blue Cross Blue Shield of Arizona
- Brookfield Residential
- Bryan Cave Leighton Paisner LLP
- BRYCON Construction
- Caliber Companies
- Celgene Corporation
- Colliers International
- Corgan
- Cresa
- Crescent CrownDistributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- Deloitte
- Deutsch Architecture Group
- DP Electric
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Equality Health
- FacilitySource
- Fenix Development
- Fidelity National Title Agency
- Gammage & Burnham
- Grant Thornton
- GreenLoop Solutions
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- Honeywell
- IMEG Corp
- JLL
- Knight-Swift Transportation
- Lee & Associates
- LGE Design Build
- Meritage Homes
- MST Solutions
- Nationwide Realty Investors
- NewmarkKnight Frank
- Okland Construction
- Opus Development Company
- Phoenix Children's Hospital
- Renaissance Companies
- Saint Holdings
- Savills Studley
- Skanska USA Building
- SmithGroup
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- The Plaza Companies
- Transwestern Commercial Services
- Tratt Properties
- Tuft & Needle
- University of Arizona
- USAA
- Van Trust Real Estate LLC
- ViaWest Group
- Weitz Company
- Wespac Construction
- Willmeng Construction
- Wist Office Products

## AMBASSADOR

---

- ADP
- Air Products and Chemicals
- Arizona Community Foundation
- Arizona Office Technologies
- Atmosphere Commercial Interiors
- AvenueWest Phoenix Corporate Housing
- Avnet
- BNSF
- CoStar Group
- Growe Talent
- Industrial Storage
- IRIS USA
- Jokake Construction
- KTAR
- Landmark Companies
- Lovitt & Touché
- Macerich
- Merit Partners
- Midwestern University
- MSS
- Ottawa University
- Prologis
- RED Development
- Rose Law Group PC
- Ryan Companies
- St. Clair Technologies
- Sunstate Equipment Company
- Union Pacific Railroad Company
- UPS

## MEMBER COMMUNITIES

- Maricopa County
- Apache Junction
- Avondale
- Buckeye
- Casa Grande
- Chandler
- El Mirage
- Fountain Hills
- Gila Bend
- Gilbert
- Glendale
- Goodyear
- Maricopa
- Mesa
- Peoria
- Phoenix
- Queen Creek
- Scottsdale
- Surprise
- Tempe
- Tolleson
- Wickenburg
- Youngtown



**Greater Phoenix**  
ECONOMIC COUNCIL

2 N. CENTRAL AVE. | SUITE 2500 | PHOENIX, AZ 85004 | TEL. 602.256.7700 | GPEC.ORG



@gpec



greater phoenix economic council



facebook.com/gpec4jobs



gpecgreaterphoenix



theconnectedplace

**EXHIBIT B**  
GPEC PERFORMANCE MEASURES  
FY 2020

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

<b>1. Payroll Generated</b>	<b>\$389.65M</b>
<b>2. Total Number of Jobs Created</b>	<b>7,620</b>
<b>3. Total Number of High-Wage Jobs<sup>1</sup></b>	<b>3,343</b>
<b>4. Average High-Wage Salary</b>	<b>\$58,180</b>
<b>5. GPEC Assists<sup>2</sup></b>	<b>10</b>
<b>6. Number of Qualified Prospects</b>	<b>229</b>
<b>7. Number of Qualified International Prospects</b>	<b>38</b>

**Footnotes:**

1. High Wage Jobs: High wage jobs are those that are over 130% of the Maricopa County Median Wage (currently \$48,558).
2. GPEC Assist: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size, for example; and would otherwise be listed as “non-reported locates.” This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.

# **EXHIBIT C**

## TARGETED INDUSTRIES

### FY2020

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2020, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

#### **Apache Junction**

Business services; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; expanded retail opportunities; and high-density residential

#### **Avondale**

Financial business services; manufacturing; amateur sports; tourism and hospitality; healthcare/medical services; emerging technology and innovation; and corporate regional headquarters

#### **Buckeye**

Advanced business services; renewable energy; high tech (data center and services); environmental technology/sustainability; standard and advanced manufacturing; medical and educational institutions; logistics/transportation/distribution; small business/incubator; aerospace/aviation; and ag-tech

#### **Casa Grande**

Advanced manufacturing; transportation/distribution; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

#### **Chandler**

Advanced business services; corporate/regional headquarters; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

#### **El Mirage**

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

#### **Fountain Hills**

Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; and retail

#### **Gila Bend**

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

**Gilbert**

Advanced business services; information communication technology; aerospace/aviation and defense; life sciences; clean and renewable technology; Manufacturing; and related corporate/regional headquarters

**Glendale**

Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

**Goodyear**

Advanced business services; advanced manufacturing; aerospace and aviation; corporate and regional headquarters; entrepreneurial and emerging technology; environmental technology; food, fiber and natural products; healthcare and biomedical services (treatment, medical diagnostics, research); advanced distribution centers; higher education; information technology and data centers

**Maricopa (City)**

Professional and Business Services; Healthcare Services; Small Business and Entrepreneurship; Higher Education and Education Technology; Agribusiness/AgriSciences; and Visitor/Hospitality Commerce

**Mesa**

Primary Target Industries: Medical device and technology; aerospace/aviation/defense; cybersecurity; and tourism/technology

Secondary Target Industries: Advanced business services; standard and advanced manufacturing; regional and corporate centers; research & development; and bioscience

**Peoria**

Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

**Phoenix**

BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries; higher education; trade and FDI.

**Queen Creek**

Agritainment/agribusiness; healthcare and biotechnology; higher education; software and information technology; and manufacturing

**Scottsdale**

Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

**Surprise**

Advanced manufacturing and rail-served industry; innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; and specialty services for global companies/FDI.

**Tempe**

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

**Tolleson**

E-Commerce/Fulfillment Centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

**Wickenburg**

Standard manufacturing; transportation & distribution; rail services; mining support facilities; healthcare and medical (emphasis on behavioral healthcare); senior industries; tourism and filmmaking (location shooting); resort/tourist-oriented development; equestrian entertainment; and expanded retail operations

**Youngtown**

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

# EXHIBIT D

FY 2020

## REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

### **BUSINESS ATTRACTION PERFORMANCE METRICS:**

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
<b>PAYROLL GENERATED (MILLIONS)</b>				
<b>NUMBER OF JOBS</b>				
<b>NUMBER OF HIGH-WAGE JOBS</b>				
<b>AVERAGE HIGH WAGE SALARY</b>				
<b>QUALIFIED PROSPECTS</b>				
<b>QUALIFIED INTERNATIONAL PROSPECTS</b>				
<b>GPEC ASSISTS</b>				

### **KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES**

*GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software)*



# EXHIBIT E

## INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

**A. Minimum Scope and Limits of Insurance.** GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

**1. Commercial General Liability - Occurrence Form**  
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project  
Products-Completed Operations Aggregate  
Personal & Advertising Injury  
Each Occurrence  
Fire Damage (Any one fire)  
Directors and Officers  
Medical Expense (Any one person) Optional

**2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles**  
(Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit  
Per Accident for Bodily Injury and Property Damage

**3. Workers' Compensation and Employers' Liability**  
Workers' Compensation Statutory  
Employers' Liability

**B. Self-insured Retentions.** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

**C. Other Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:

**1. Commercial General Liability**

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

**2. Workers' Compensation and Employers' Liability Coverage.** The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

**D. Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

**E. Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

**F. Verification of Coverage.** GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

**G. Approval.** During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

## **Regional Cooperation Protocol Policy**

### **Greater Phoenix Economic Council and Economic Development Directors Team**

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.
10. Agree that the consideration of a future community to GPEC's membership will be brought before

EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

**AGREEMENT BETWEEN  
THE GREATER PHOENIX ECONOMIC COUNCIL  
AND THE CITY OF PEORIA  
City Contract No. \_\_\_\_\_**

The City Council of the CITY OF PEORIA, a municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2019 - June 30, 2020 (“FY2020”).

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the CITY and GPEC agree as follows:

**I. RESPONSIBILITIES OF GPEC**

**A. MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix’s competitiveness.

**B. GOALS:** GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

**C. RETENTION AND EXPANSION POLICY:**

1. GPEC’s primary role is developing the Greater Phoenix region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
3. GPEC will support its member communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

**D. ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC’s Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). The City shall be informed of any changes in the adopted Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such

changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later December 31, 2019.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

## **II. RESPONSIBILITIES OF THE CITY**

- A. STAFF SUPPORT OF GPEC EFFORTS:** The City shall provide staff support to GPEC's economic development efforts as follows:
1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
  2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
  3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;
  4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
  5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;

6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;
7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself; and
8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries").

**B. RECOGNITION OF GPEC:** The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

### **III. ADDITIONAL AGREEMENTS OF THE PARTIES:**

**A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:**

Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

**B. COMPENSATION:**

1. The City agrees to pay **\$86,245.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2020, as set forth in this Agreement. This amount is based on approximately \$0.4897 per capita applied to that portion of the City's population within Maricopa County based upon the 2018 State of Arizona's Office of Economic Opportunity population estimate, which listed the City as having a population of **176,118** in Maricopa County. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC;
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City;
3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC; and
4. GPEC shall submit invoices for payment on a quarterly basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2019, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.



**C. COOPERATION:**

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for FY2020. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2021 contract.
3. The City agrees to work with GPEC during FY2020 to develop a revised public sector funding plan, including a regional allocation formula for FY2021, if determined to be necessary or appropriate.

**IV. GENERAL PROVISIONS:**

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Peoria which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- E. INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.
- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City.
- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:
1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
  3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
  4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be

accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

- I. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the American with Disabilities Act , and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.
1. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract.
  2. The City retains the legal right to inspect the papers of any employee of GPEC or any subconsultant who works on this Agreement to ensure compliance with the warranty stated in the paragraph above. The City may conduct random verification of the employment records of GPEC and any of its subconsultants who work on this Agreement to ensure compliance with such warranty. Any information and documents obtained by the City during the course of an audit conducted in accordance with this paragraph for the purpose of determining compliance with such warranty shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
  3. The City will not consider GPEC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if GPEC and such subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).
  4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section I "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- J. TERMINATION.** City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing.

The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:                      Jeff Tyne  
    City Manager  
    City of Peoria  
    8401 W. Monroe St.  
    Peoria, AZ 85345  
    Phone: 623-773-7114  
    FAX: 623-412-7309

With a copy to:                City Attorney  
    City of Peoria  
    8401 W. Monroe St.  
    Peoria, AZ 85345  
    Phone: 623-773-5180  
    FAX: 623-773-7043

If to GPEC: Chris Camacho  
President and Chief Executive Officer  
Greater Phoenix Economic Council  
Two North Central Avenue, Suite 2500  
Phoenix, Arizona 85004-4469  
(602) 256-7700  
FAX: (602) 256-7744

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or its successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- T. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** This agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm, (3) the Confidential Information is potentially personal and private, Confidential Information shall not be information available in the public domain; information that becomes public other than by breach of this Agreement; is already in the possession of a Party prior to this Agreement; or is not designated as confidential information. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information provided and designated by GPEC as "confidential" if required to comply with a court order or other demand that has the force of law. Prior to disclosure, the City must:

1. Make reasonable efforts to protect the confidential information from unauthorized disclosure; and
2. Share confidential information as authorized by the Parties; and
3. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

**X.** GPEC hereby certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel, pursuant to the provisions in A.R.S. § 35-393.01.

**Y.** **ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan  
Exhibit B – GPEC Performance Measures  
Exhibit C – Targeted Industries  
Exhibit D – Reporting Mechanism for Contract Fulfillment  
Exhibit E – Insurance Requirements  
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

By: \_\_\_\_\_  
Jeff Tyne  
Its: City Manager

ATTEST:

By: \_\_\_\_\_  
Rhonda Geriminsky  
Its: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Vanessa Hickman  
Its: City Attorney

**GREATER PHOENIX ECONOMIC COUNCIL**,  
an Arizona nonprofit corporation

By: \_\_\_\_\_  
Chris Camacho  
Its: President & Chief Executive Officer

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 11C.

Date Prepared: 6/4/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

**THROUGH:** Katie Gregory, Deputy City Manager

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

**SUBJECT:** Contract Amendment, Hunter Contracting Co., Lake Pleasant Parkway 16-inch Waterline

---

**Purpose:**

Discussion and possible action to approve a contract amendment with Hunter Contracting Co. for a guaranteed maximum price (GMP) of \$2,378,724 to complete construction of the Lake Pleasant Parkway 16-inch Waterline project.

**Summary:**

The City's FY2019-FY2028 Capital Improvement Program includes the Lake Pleasant Parkway 16-inch Waterline project (UT00439) that provides funding for design and installation of a new 16-inch waterline and appurtenances on Lake Pleasant Parkway, from 95th Avenue to 87th Avenue. This project will add a connection between the City of Peoria and the former New River Utility Company (purchased in 2015) water systems, advancing the City's goal to fully integrate the two systems, providing additional redundancy and reliability in the area.

The City is using a Job Order Contract with Hunter Contracting. City staff previously entered into a pre-construction services contract with Hunter Contracting to provide constructability reviews and cost estimating services for the new waterline. This contract was approved in February 2019 for an amount of \$54,740.

The project was setup as a phased award, and this amendment is for the construction phase. Hunter Contracting has provided a guaranteed maximum price of \$2,378,724 to install the waterline and appurtenances.

Construction is expected to begin in summer of 2019 and complete by winter of 2019.

**Previous Actions/Background:**

In January 2019, Council approved a budget transfer in the amount of \$75,000 from the Water Fund contingency account (2050-2050-570000) to the Lake Pleasant Parkway 16-inch Waterline project (2162-2222-543002-CIPWR-UT00439) to fully fund the contract with Hunter



Contracting to conduct pre-construction services.

**Options:**

**A:** Approve the contract amendment with Hunter Contracting Co. for \$2,378,724.

**B:** Deny approval of the contract amendment with Hunter Contracting Co. for \$2,378,724. This will result in cancellation of the project.

**Staff Recommendation:**

Staff recommends approval of the contract amendment with Hunter Contracting Co. for \$2,378,724.

**Fiscal Analysis:**

Funding for this contract amendment is available in the FY2020 budget for the Lake Pleasant Parkway 16-inch Waterline project. Payments will be made from the following Water Fund, Water System Accounts 2050-2140-543002-CIPWR-UT00439 and 2164-2224-543002-CIPWR-UT00439.

**ATTACHMENTS:**

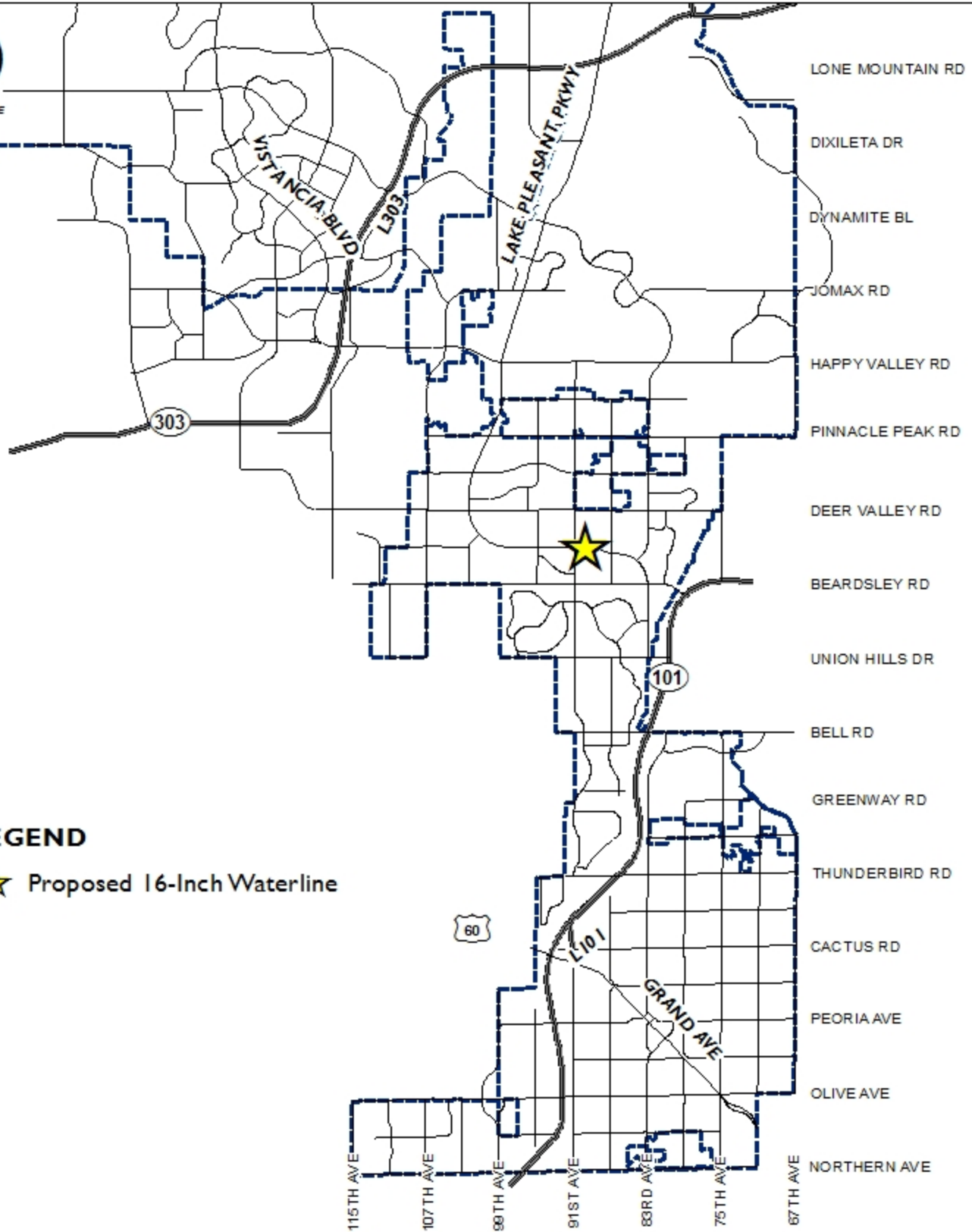
Vicinity Map  
Location Map

**Contact Name and Number:**

Jennifer Somes, P.E., Civil Engineer, (623) 773-7753



NOT TO SCALE

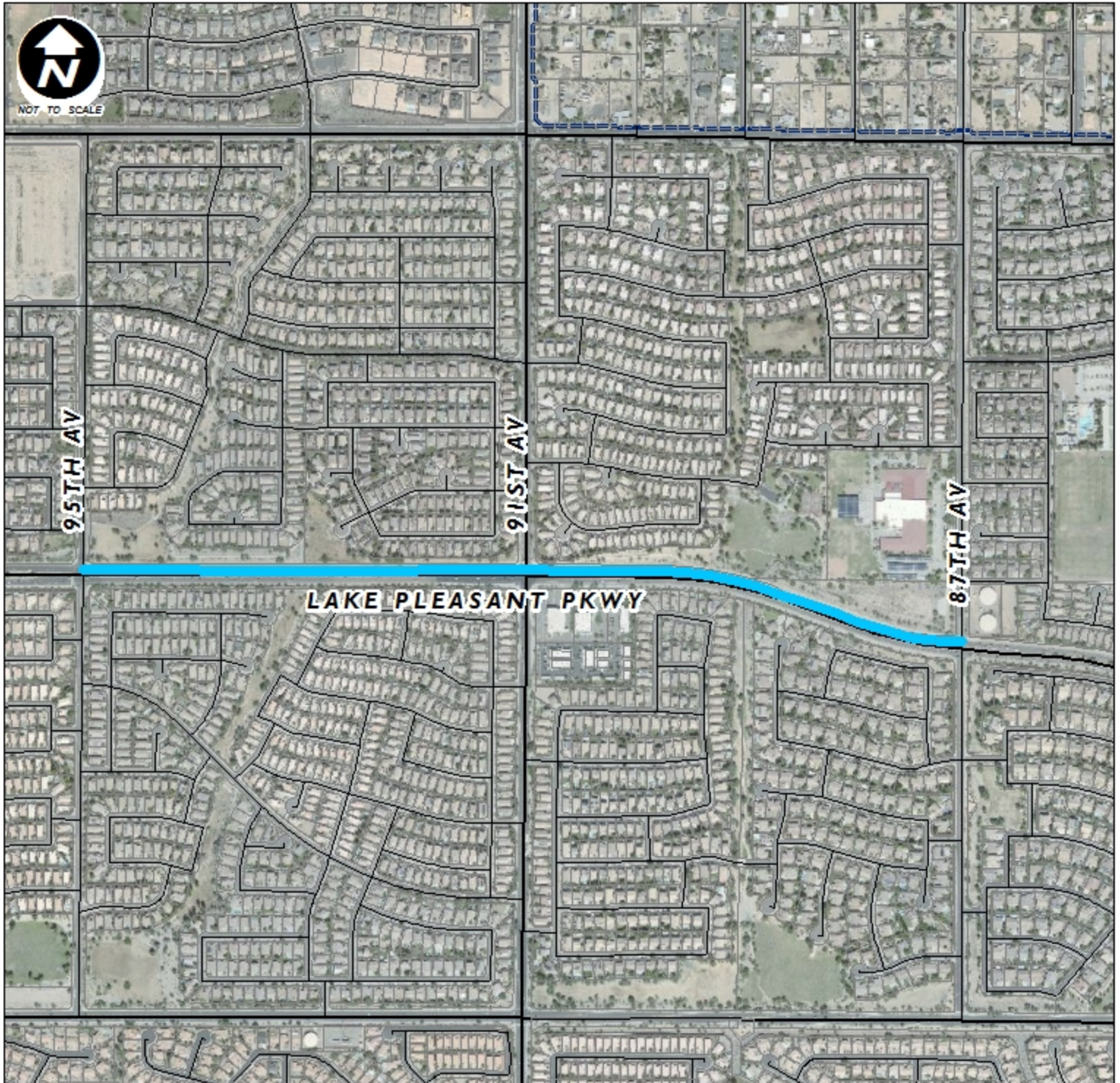


**LEGEND**


★ Proposed 16-Inch Waterline

- LONE MOUNTAIN RD
- DIXILETA DR
- DYNAMITE BL
- JOMAX RD
- HAPPY VALLEY RD
- PINNACLE PEAK RD
- DEER VALLEY RD
- BEARDSLEY RD
- UNION HILLS DR
- BELL RD
- GREENWAY RD
- THUNDERBIRD RD
- CACTUS RD
- PEORIA AVE
- OLIVE AVE
- NORTHERN AVE





**LEGEND**

-  Waterline - Approximately 5300 LF of new 16" DIP to increase system redundancy and reliability



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

Date Prepared: 6/5/2019

Council Meeting Date: 6/18/2019

---

**TO:** Honorable Mayor and City Council  
**FROM:** Vanessa P. Hickman, City Attorney  
**SUBJECT:** Award of General Liability Insurance Package, Fiscal Year 2020

---

**Purpose:**

Discussion and possible action to award the Fiscal Year 2020 General Liability Insurance Package as recommended by the City Attorney's Office and the Public Entity Services Broker.

**Summary:**

This is a request for the Mayor and City Council to award the Fiscal Year 2020 General Liability Insurance Package recommended by the City Attorney's Office, based on consultation with our Public Entity Insurance Services Broker. The insurance package proposed will maintain the City's current Self-Insured Retention (SIR) at \$1,000,000 per claim occurrence and maintain the aggregate level of \$4,000,000 per year. The City will continue to maintain excess liability policies with a maximum potential coverage limit of \$40,000,000.

This General Liability Insurance Package includes coverage for the City's property, equipment, autos, watercraft, underground storage tanks, cyber liability, and our general casualty (liability) insurance coverage including primary and excess coverage. In addition to this primary City package of insurance policies, we obtain additional policies throughout the year as needed. This General Liability Insurance Package purchase does not include workers' compensation or employee benefits coverage, which are procured through Human Resources with a separate budget.

The City obtains and purchases this Insurance Package annually coinciding with the fiscal year cycle. The City contracts with an insurance agent / broker who specialize with Public Entity insurance and products. Our current service broker, Alliant, assists us with the insurance market, outlines available options, policies, and coverage, and works directly on the City's behalf with the insurance carriers regarding coverages and premiums.

When comparing this year's insurance costs to the prior year, we are happy to report that overall costs to the City remain largely stable and we only incurred small policy premium increases, with much of those increases associated with additions to city fleet vehicles, and real property inventories. The average increase for the overall insurance package this year is approximately 4.7% over last year's costs, which is less than the overall Public Entity insurance marketplace at



large.

The overall Property & Liability Public Entity market has seen double digit increases, with trends continuing upward. This can be attributed to large catastrophes (losses) around the country (wildfires, storm events etc.) as well as some large police jury verdicts and increasing litigation costs. However, our Claims Management Department has been successful over the past couple of years in keeping our insurance premium costs below these market averages due to a favorable loss history (i.e., fewer claims), retaining a high SIR (liability deductible), and maintaining favorable insured / client histories with our carriers.

While overall insurance market costs are rising faster, related to these liability and property policies, we have maintained good relationships with our insurance carriers, who have a multiple-year history of insuring the City of Peoria. Carriers see us as a better-than-average risk, which is reflected in the smaller than average annual increases. This is a competitive advantage as insurance market prices harden and increase. We will continue to look for opportunities to hold down these insurance cost whenever reasonable and possible, while maintaining adequate coverages, and even increasing coverage in some cases when those additional exposures and opportunities present themselves.

We currently anticipate being able to fund the FY 20 insurance package for the estimated budget amount of \$1,125,718, broken down into coverage type and carrier, attached hereto in "FY2020 Insurance Summary" in Exhibit A. This budget request amount is consistent with prior year budget requests for this program and the required funding.

**Previous Actions/Background:**

No action has occurred previously on this request for the Fiscal Year 2020 Insurance Package.

**Options:**

**A:** Approved the amount to purchase the insurance package as summarized in Exhibit A.

**B:** Direct staff to make such changes as the Mayor and City Council determines to be appropriate.

**C:** Take no action on the proposed insurance package.

**Staff Recommendation:**

The City Attorney's Office recommends that the Mayor and City Council award the General Liability Insurance Package submitted. The City's current insurance contracts (policies) will expire on July 1, 2019. It is not recommended that the City go without insurance coverage after July 1, 2019, which would occur without FY insurance being obtained. The Finance Department and Office of Management and Budget concur with this recommendation.

**Fiscal Analysis:**

Total funds available in the amount of \$1,196,601 resides within the City Attorney's Liability

Insurance Account (3200-3600-523011). These funds are available for this ongoing insurance procurement.

**ATTACHMENTS:**

Exhibit A - FY 2020 Insurance Summary

**Contact Name and Number:**

Brian Flint, Claims Coordinator, (623) 773-7234



**City of Peoria**

**OFFICE OF THE CITY ATTORNEY**

P.O. Box 4038, Peoria, Arizona 85380-4038  
8401 W. Monroe St. Peoria, Arizona 85345  
T Risk Management 623-773-7647  
F Risk Management 623-773-7663  
[brian.flint@peoriaaz.gov](mailto:brian.flint@peoriaaz.gov) ▪ [peoriaaz.gov](http://peoriaaz.gov)

## EXHIBIT A

### FY 2020 Insurance Summary

<u>Coverage Type</u>	<u>Carrier</u>	<u>Cost</u>
Primary Liability Package	OneBeacon	\$528,282
Excess Liability	Navigators	\$126,385
Property	Travelers	\$425,750
Cyber Package	Axis	\$27,869
Crime	Great American	\$5,608
Storage Tanks	Liberty Surplus	\$5,402
Watercraft / Fire Boat	Travelers	\$6,422
Total		\$1,125,718

Note- Above policy costs listed are inclusive of any policy taxes, fees, or other costs associated with the policy purchases.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 13C.

Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**FROM:** Laura Ingegneri, Human Resources Director  
**SUBJECT:** Budget Amendment, Employee Benefits

---

**Purpose:**

Discussion and possible action to approve a budget amendment in the amount of \$400,000 from the Self-Insured Employee Benefits Trust Fund contingency account to the Self-Insured Employee Benefits Trust fund claims account, providing authority to record additional claim expenditures that were not anticipated when the original Fiscal Year 2019 budget was developed.

**Summary:**

The City of Peoria provides a medical benefit plan to provide health coverage for employees and their eligible spouses/dependents. The City self-insures its health benefits program including establishing appropriate reserves to address claims cost. The Employee Benefits Trust fund covers the cost of medical claims.

Based on several months of high claims activity, it is anticipated that the claims expenditures in the self-insured Employee Benefits Trust fund will exceed the FY 2019 budget by approximately \$400,000.

**Previous Actions/Background:**

In FY 18 City Council approved a budget amendment in the amount of \$1,683,00 to cover required year end accounting entries to properly record claims.

**Options:**

**A:** That the City Council approve a FY 2019 budget amendment of \$400,000 to cover anticipated claims for FY 19 Employee Benefits Trust fund.

**B:** That the City Council not approve a FY 2019 budget amendment of \$400,000 to cover anticipated claims for FY 19 Employee Benefits Trust fund.

**Staff Recommendation:**



That the City Council approve a FY 2019 budget amendment in the amount of \$400,000 to cover anticipated claims for the FY 19 Employee Benefits Trust fund.

The budget amendment of \$400,000 will be from the Self-Insured Employee Benefits Trust Fund contingency account 3220-3630-570000 to the Self-Insured Employee Benefits Trust fund claims account 3220-3630-523019.

**Fiscal Analysis:**

The approximate self-insured Employee Benefits Trust fund year-end liability is anticipated to be \$400,000 above the FY 19 budget. The funds are available in the Self-Insured Employee Benefits Trust fund and will not require the use of the reserve requirements set forth in the Trust fund policy.

**Contact Name and Number:**

Laura Ingegneri, (623) 773-7103

Barry Houg, (623) 773-7174

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 14C.

Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

**FROM:** Laura Ingegneri, Human Resources Director

**SUBJECT:** Budget Amendment, Workers' Compensation Trust Fund

---

**Purpose:**

Discussion and possible action to approve a budget amendment in the amount of \$2,800,000 from the General Fund contingency account to the Self-Insured Workers' Compensation Trust fund, providing authority to record additional claim expenditures that were not anticipated when the original Fiscal Year 2019 budget was developed.

**Summary:**

The City of Peoria provides a workers' compensation program to provide for employee work related injury and illness claims. The City self-insures its workers' compensation program including establishing appropriate reserves to address claims cost. The Workers' Compensation Trust fund covers the cost of medical claims for the injured worker as well as lost wages.

Based on several months of high claims activity, it is anticipated that the claims expenditures in the self-insured Workers' Compensation Trust fund will exceed the FY 2019 budget by approximately \$2,800,000.

**Previous Actions/Background:**

In FY 2018 City Council approved a budget amendment in the amount of \$133,220 to cover required year end accounting entries to properly record claims for both the Employee Benefits Trust fund and Workers' Compensation Trust fund.

**Options:**

**A:** That the City Council approve a FY 2019 budget amendment of \$2,800,000 to cover anticipated claims for FY 19 Workers' Compensation Trust fund.

**B:** That the City Council not approve a FY 2019 budget amendment of \$2,800,000 to cover anticipated claims for FY 19 Workers' Compensation Trust fund.

**Staff Recommendation:**

That the City Council approve a FY 2019 budget amendment in the amount of \$2,800,000 to cover anticipated claims for the FY 19 Workers' Compensation Trust fund. The budget transfer will be made to the Self-insured Workers' Compensation account 3210-3620-523018 from the General Fund contingency account 1000-0300-570000.

**Fiscal Analysis:**

The self-insured Workers' Compensation Trust fund year-end liability is anticipated to be \$2,800,000 above FY 19 budget. This overage would use funds available in the Trust Fund at approximately \$600,000 from fund balance above the reserve requirements and \$2.2m from reserves for Catastrophic Claims.

The Self-insured Workers' Compensation Trust Fund has reserves for Catastrophic Claims set at \$2.5m (2 times the Self Insured Retention of \$1.25m) and for Budget Stabilization at \$300,000 (15% of annual claims budget). This request would use approximately \$2.2m of the Catastrophic Claims reserve amount. Based on the Trust Fund reserve policy, the Trust will strive to restore the reserves over the next three years.

**Contact Name and Number:**

Laura Ingegneri, (623) 773-7103

Barry Houg, (623) 773-7174

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 15C.

Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Erik Strunk, Deputy City Manager  
**FROM:** Kevin Burke, Public Works Director  
**SUBJECT:** Expenditure Authority, Capital Improvement Projects, Pavement Management Program, Rehabilitation and Pavement Preservation

---

**Purpose:**

Discussion and possible action to approve expenditures in the total amount of \$3,159,365 to contractor Via Sun Corporation for Pavement Management and Repair Services.

**Summary:**

As a part of its Pavement Management Program, the Public Works Department, Streets Division has completed an evaluation and determined that the communities of Catalina, Cactus Meadows, Promenade, Chesapeake Park, Candlewood Estates and Crown Point which are all bounded by 67<sup>th</sup> Avenue to 75<sup>th</sup> Avenue, Cactus Road to Thunderbird Road and 77<sup>th</sup> Avenue from Mountain View Drive, north to Peoria Avenue are priorities for pavement rehabilitation and maintenance. The work on these roads will include removal of the damaged asphalt and replacement with a new asphalt surface. This “mill and overlay” will provide a smooth riding surface, reduce ongoing maintenance costs and increase the pavement lifecycle of treated roads. Incidental to this work is repair and replacement of damaged concrete and upgrade of ramps to ADA compliance.

This project is in accordance with our Pavement Management Program to repair and restore these roads to excellent condition and extend the functional lifecycle in the best possible condition. The total amount for this pavement maintenance project is \$3,159,365. Funding for the project was allocated in the FY2020 Capital Budget.

**Previous Actions/Background:**

There are no previous actions relative to this project.

**Options:**

**A:** Council could act to approve expenditures in an amount not to exceed \$3,159,365 for payment to contractor, Via Sun Corporation.

**B:** Council could decline approval of the expenditure and the project will be cancelled.

**Staff Recommendation:**

Staff recommends that Council authorize the expenditures for rehabilitation and maintenance of the roadways listed above and detailed in attachments, in accordance with the Streets Division's Pavement Management Program.

**Fiscal Analysis:**

Funds are available for this project in the total amount of \$3,159,365 from FY20 accounts #7000/7050/543001 PW013000CO and #7000/7050/54300 1CO CIPST PW00138CO.

**ATTACHMENTS:**

Proposal 77th Full Depth Mill Overlay

Proposal 72nd Drive Full Mill Overlay

**Contact Name and Number:**

Kevin Burke, Public Works Director, (623) 773-7395



3621 E. Superior Ave.  
 Phoenix, Arizona 85040  
 Phone: (480) 268-9669  
 Fax: (480) 223-6295

**Viasun Corporation**

**Job Order Contract P17-0030 - Pavement Maintenance & Repair Services**

**Date: 03/05/19**

**City of Peoria**  
 Job Order Contract P17-0030 - Pavement Maintenance & Repair Services

Item No.	Description	Quantity	Unit	Unit Cost	Amount
	<b>190014F - 77th Ave</b>				
	<b>Full Depth Mill and Overlay on Stabilization w/ Ramps</b>				
	<b><u>Street Projects FY2020</u></b>				
	<b>General Items</b>				
10	General Conditions	20	DAY	\$2,839.34	\$56,786.80
20	ViaSun Mobilization	1	L.S	\$2,061.99	\$2,061.99
30	Sub-Contractors Mobilization	1	L.S	\$17,084.83	\$17,084.83
40	AZPDES Compliance: Dust Control/SWPP/Permits	1	L.S	\$23,572.77	\$23,572.77
50	Allowance: Traffic Control / Flagging	1	ALL	\$26,034.03	\$26,034.03
60	Allowance: Uniformed Police Officer	1	ALL	\$9,372.25	\$9,372.25
70	Quality Control	1	L.S	\$13,017.02	\$13,017.02
80	Survey	1	L.S	\$19,525.52	\$19,525.52
	<b>Subtotal General Items</b>				<b>\$167,455.21</b>
	<b>Work Items</b>				
90	Milling 3" Depth	10950	SY	\$2.83	\$30,988.50
100	Tack	1	TN	\$980.32	\$980.32
110	Soil Stabilization	10950	SY	\$4.07	\$44,566.50
120	Pave 3" Depth	10950	SY	\$20.19	\$221,080.50
130	Remove and Replace ADA Ramp	33	EA	\$2,711.88	\$89,492.04
140	Remove and Replace Apron	33	EA	\$1,898.31	\$62,644.23
150	Remove and Replace V/G (10ea)	1350	SF	\$14.64	\$19,764.00
160	Adjustment: Vlv Adj	24	EA	\$505.00	\$12,120.00
170	Adjustment: MH Adj	7	EA	\$530.00	\$3,710.00
180	Survey Monuments, MAG Type B	1	EA	\$418.75	\$418.75
190	Survey Monuments, MAG Type A	1	EA	\$505.00	\$505.00
200	Hydrant Markers	11	EA	\$15.00	\$165.00
210	Striping	1	L.S	\$9,450.00	\$9,450.00
220	Sweeping	100	HR	\$85.00	\$8,500.00
	<b>Subtotal Work Items</b>				<b>\$504,384.84</b>
	<b>Total Direct Cost</b>				<b>\$671,840.05</b>

Summary			
---------	--	--	--

	<b>Total Direct Cost</b>		<b>\$671,840.05</b>
--	--------------------------	--	---------------------

<b>Direct Cost Summary</b>	Subcontractors	\$161,645.00		
	Labor	\$120,150.00		
	Labor Burden @ 35%	\$42,052.50		
	Construction Equipment	\$132,749.00		
	Construction Material	\$207,433.00		
	General Costs	\$7,810.55		
			<b>Subtotal</b>	<b>\$671,840.05</b>

**Indirect Cost**

	Overhead & Profit		0.085	\$57,106.40
			<b>Subtotal</b>	<b>\$57,106.40</b>

	<b>Total</b>		<b>\$728,946.45</b>
--	--------------	--	---------------------

	Insurance		1.000%	\$7,289.46
	Bond		1.500%	\$10,934.20
	Sales Tax		5.265%	\$39,338.51
			<b>Total</b>	<b>\$786,508.62</b>

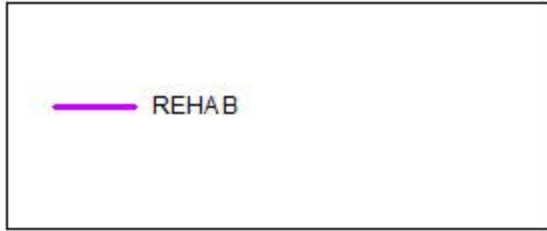
220	Owners Contingency	1	LS	\$ 50,000.00
-----	--------------------	---	----	--------------

	<b>Total</b>		<b>\$836,508.62</b>
--	--------------	--	---------------------



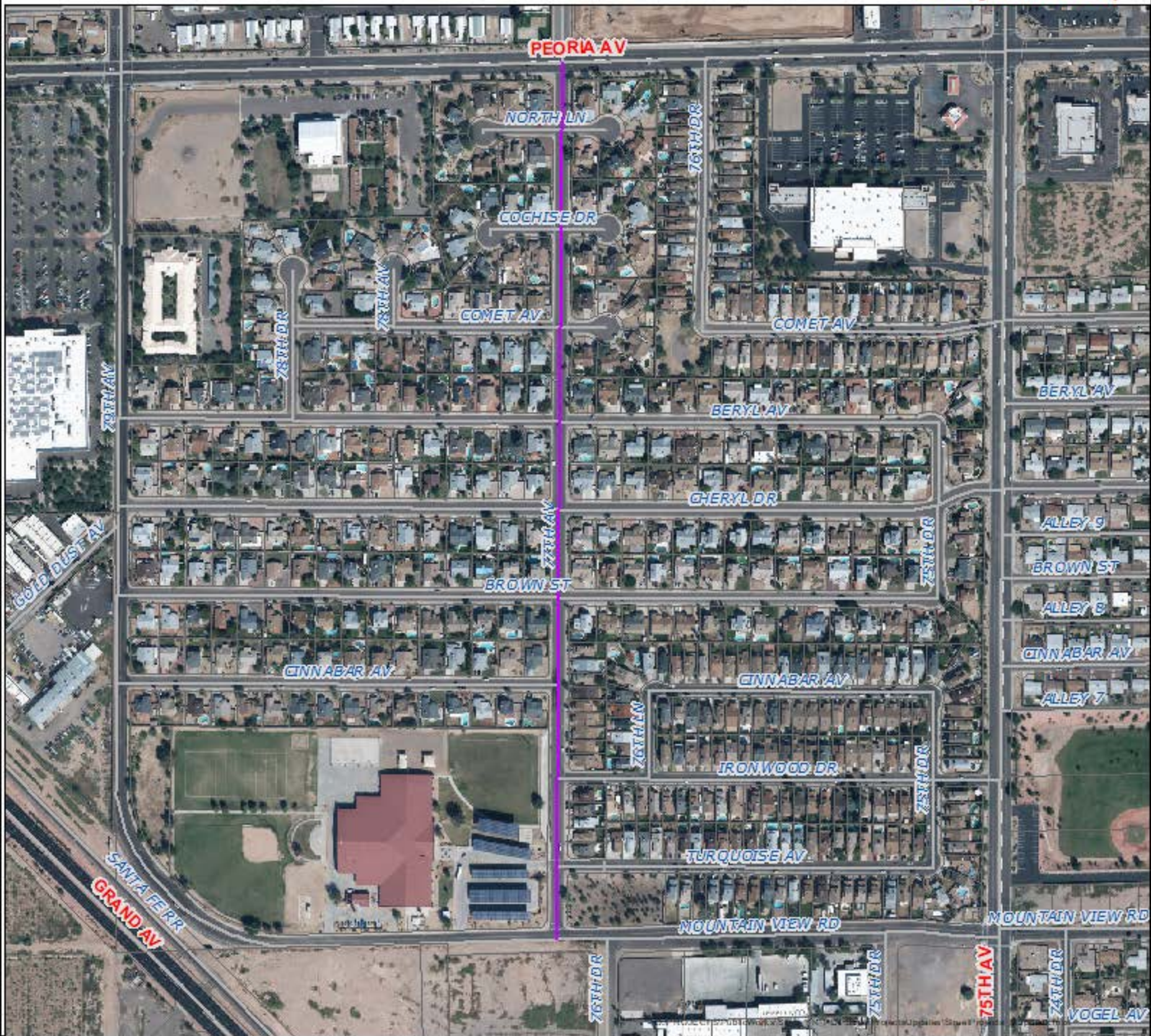


# Peoria Public Works Maintenance Fiscal Year 2020 Projects S26-T03N-R01E



Scale 1:4,982

**NOTE:**  
Map based on imprecise  
source data, subject to change  
and for general reference only





MAPNO	FY2020 REHAB	Seg-ID	FROM	TO	Width	Length	SqFt	SqY	Sacs
3_26NE01	Street		80 MOUNTAIN VIEW ROAD	PEORIA AVENUE	38	2,584	98,550	10,950	0
	77TH AVENUE								



3621 E. Superior Ave.  
 Phoenix, Arizona 85040  
 Phone: (480) 268-9669  
 Fax: (480) 223-6295

**Viasun Corporation**

**Job Order Contract P17-0030 - Pavement Maintenance & Repair Services**

Date: 05/23/19

**City of Peoria**  
 Job Order Contract P17-0030 - Pavement Maintenance & Repair Services

Item No.	Description	Quantity	Unit	Unit Cost	Amount
<b>190026 - 72nd Dr.</b>					
<b>Full Depth Mill CTB and Overlay Residential Streets</b>					
<b><u>Street Projects FY2020</u></b>					
<b>General Items</b>					
10	General Conditions	50	DAY	\$2,839.34	\$141,967.00
20	ViaSun Mobilization	1	L.S	\$4,124.00	\$4,124.00
30	Sub-Contractors Mobilization	1	L.S	\$19,084.83	\$19,084.83
40	AZPDES Compliance: Dust Control/SWPP/Permits	1	L.S	\$23,572.77	\$23,572.77
50	Allowance: Traffic Control / Flagging	1	ALL	\$44,204.73	\$44,204.73
60	Allowance: Uniformed Police Officer	1	ALL	\$15,000.00	\$15,000.00
70	Quality Control	1	L.S	\$18,480.00	\$18,480.00
80	Survey	1	L.S	\$23,725.13	\$23,725.13
<b>Subtotal General Items</b>					<b>\$290,158.46</b>
<b>Work Items</b>					
90	Milling 3" Depth	10641	SY	\$2.83	\$30,114.03
100	Tack	64	TN	\$980.32	\$62,740.48
110	Soil Stabilization	10641	SY	\$4.07	\$43,308.87
120	Fine Grade and Seal Cement Treated Base	10641	SY	\$3.36	\$35,753.76
130	Pave 3" Depth on 72nd Dr.	10641	SY	\$20.19	\$214,841.79
140	Mico / Profile Mill Residential Streets	86307	SY	\$2.11	\$182,107.77
150	Pave 1.25" Depth Residential Streets	86307	SY	\$9.27	\$800,065.89
160	Install Speed Humps	12	EA	\$1,386.29	\$16,635.48
170	Adjustment: Vlv Adj	156	EA	\$505.00	\$78,780.00
180	Adjustment: MH Adj	112	EA	\$530.00	\$59,360.00
190	Survey Monuments, MAG Type B	23	EA	\$418.75	\$9,631.25
200	Survey Monuments, MAG Type A	5	EA	\$505.00	\$2,525.00
210	Hydrant Markers	92	EA	\$15.00	\$1,380.00
220	Striping	1	L.S	\$14,420.00	\$14,420.00
230	Sweeping	360	HR	\$85.00	\$30,600.00
<b>Subtotal Work Items</b>					<b>\$1,582,264.32</b>
<b>Total Direct Cost</b>					<b>\$1,872,422.78</b>

**Summary**

**Total Direct Cost**

**\$1,872,422.78**

<b>Direct Cost Summary</b>	Subcontractors	\$161,645.00		
	Labor	\$120,150.00		
	Labor Burden @ 35%	\$42,052.50		
	Construction Equipment	\$132,749.00		
	Construction Material	\$207,433.00		
	General Costs	\$7,810.55		
			<b>Subtotal</b>	<b>\$1,872,422.78</b>

**Indirect Cost**

	Overhead & Profit		0.08	\$177,828.48
			<b>Subtotal</b>	<b>\$177,828.48</b>

**Total            \$2,050,251.26**

	Insurance		1.000%	\$22,228.56
	Bond		1.500%	\$33,342.84
	Sales Tax		5.265%	\$117,033.37
			<b>Total</b>	<b>\$2,222,856.03</b>

220	Owners Contingency	1	LS	\$ 100,000.00
			<b>Total</b>	<b>\$2,322,856.03</b>





# Peoria Public Works Maintenance Fiscal Year 2020 Projects S13-T03N-R01E

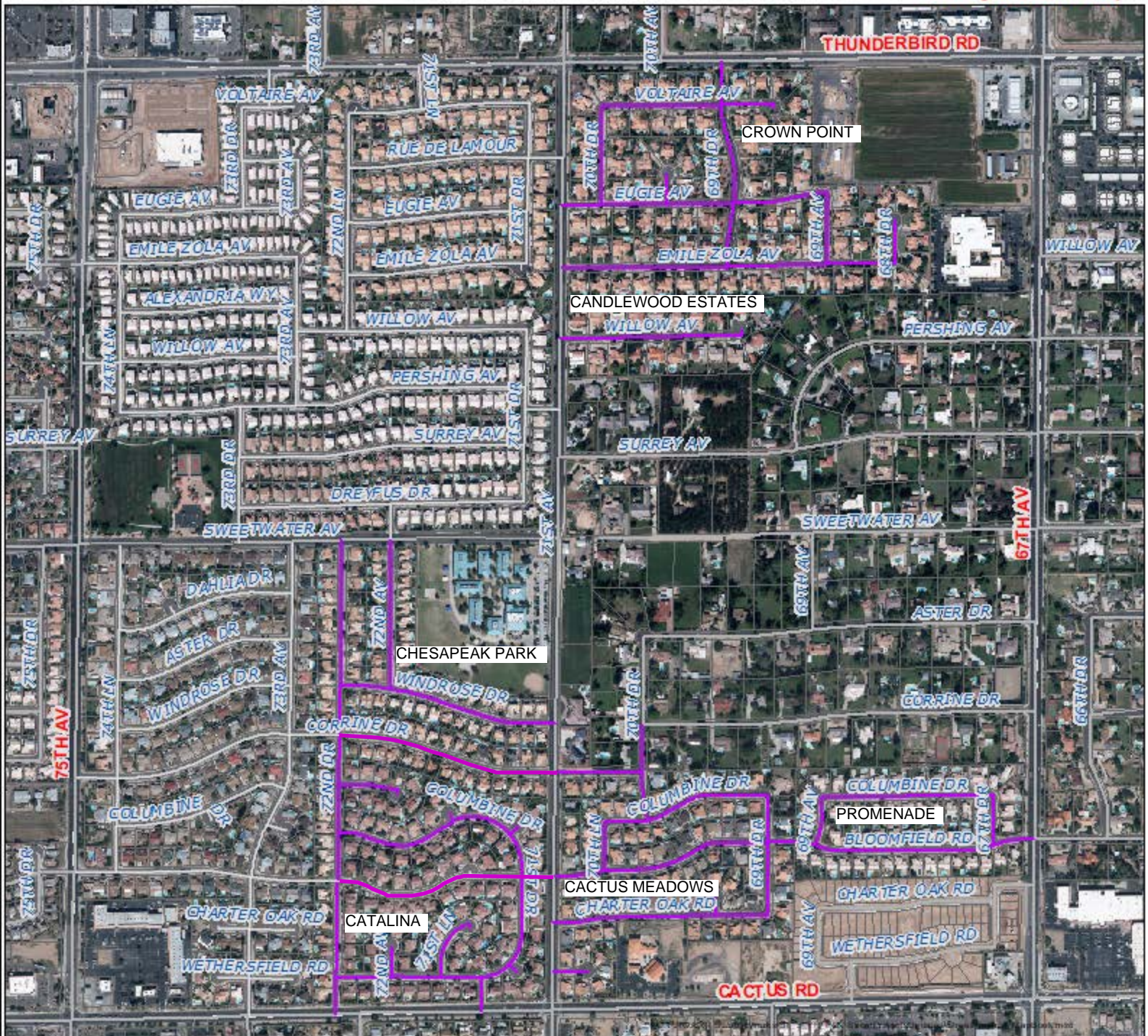


 **MILL & OVERLAY**



Scale 1:9,247

**NOTE:**  
Map based on imprecise  
source data, subject to change  
and for general reference only





CATALINA		FY2020 Overlay							
MAPNO	Street	Seg-ID	From	To	Width	Length	SqFt	SqY	Sacs
3_13SW01	LARKSPUR DRIVE	0	EAST END OF ROAD	72ND DRIVE	30	270	13,126	1,458.44	1
3_13SW01	71ST DRIVE	20	CACTUS ROAD	COLUMBINE DRIVE	30	1,000	40,054	4,450.44	2
3_13SW01	71ST LANE	10	WETHERSFIELD ROAD	EAST END OF ROAD	30	295	13,876	1,541.78	1
3_13SW01	72ND AVENUE	10	WETHERSFIELD ROAD	NORTH END OF STREET	30	110	8,327	925.22	1
3_13SW02	WETHERSFIELD ROAD	20	71ST DRIVE	72ND DRIVE	30	770	23,100	2,566.67	0
3_13SW02	COLUMBINE DRIVE	30	71ST DRIVE	72ND DRIVE	30	1,020	33,240	3,693.33	1
3_13SW01	BLOOMFIELD ROAD*	10	72ND DRIVE*	75TH AVENUE	30	1,185	35,400	3,933.00	1
3_13SW01	CORRINE DRIVE*	10	72ND DRIVE*	75TH AVENUE	38	1,187	45,106	5,011.78	0

CATALINA									
MAPNO	Street	Seg-ID	From	To	Width	Length	SqFt	SqY	Sacs
3_13SW02	72ND AVENUE	20	WINDROSE DRIVE	SWEETWATER AVENUE	30	775	23,250	2,583.33	0
3_13SW01	WINDROSE DRIVE	0	71ST AVENUE	72ND DRIVE	30	1,180	23,250	2,583.33	0

CATALINA									
MAPNO	Street	Seg-ID	From	To	Width	Length	SqFt	SqY	Sacs
3_13SW01	72ND DRIVE	0	CACTUS ROAD	SWEETWATER AVENUE	30	2,583	77,490	8,610.00	0

CROWN POINT

FY2020 Overlay

MAPNO	Street	Seg-ID	From	To	Width	Length	SqFt	SqY	Sacs
3_13NE01	68TH DRIVE	0	EMILE ZOLA AVENUE	NORTH END OF STREET	30	200	10,902	1,211.33	1
3_13NE01	69TH AVENUE	0	EMILE ZOLA AVENUE	EUGIE AVENUE	30	410	12,300	1,366.67	0
3_13NE01	69TH DRIVE	10	EMILE ZOLA AVENUE	THUNDERBIRD ROAD	35	1,022	35,770	3,974.44	0
3_13NE01	70TH DRIVE	0	EUGIE AVENUE	VOLTAIRE AVENUE	30	550	16,500	1,833.33	0
3_13NE01	EMILE ZOLA AVENUE	0	68TH DRIVE	71ST AVENUE	30	1,848	55,440	6,160.00	0
3_13NE01	EUGIE AVENUE	0	69TH AVENUE	71ST AVENUE	30	1,455	49,732	5,525.78	1
3_13NE01	VOLTAIRE AVENUE	0	EAST END OF ROAD	70TH DRIVE	30	895	31,752	3,528.00	1

CANDLEWOOD ESTATES

MAPNO	Street	Seg-ID	From	To	Width	Length	SqFt	SqY	Sacs
3_13NE01	WILLOW AVENUE	0	EAST END OF ROAD	71ST AVENUE	32.00	932.00	35,235.00	3,915.00	1

CACTUS MEADOWS		FY2020 Overlay								
MAPNO	Street	Seg-ID	From	To	Width	Length	SqFt	SqY	Sacs	
3_13SE02	COLUMBINE DRIVE	10	69TH DRIVE	70TH LANE	30	955	28,650	3,183.33	0	
3_13SE01	WETHERSFIELD ROAD	0	EAST END OF ROAD	71ST AVENUE	30	115	9,532	1,059.11	1	
3_13SE01	BLOOMFIELD ROAD	90	69TH DRIVE	71ST AVENUE	30	1,184	35,520	3,946.67	0	
3_13SE01	70TH DRIVE	10	COLUMBINE DRIVE	CORRINE DRIVE	30	255	7,650	850.00	0	
3_13SE01	70TH LANE	0	BLOOMFIELD ROAD	COLUMBINE DRIVE	30	250	7,500	833.33	0	
3_13SE01	69TH DRIVE	20	CHARTER OAK ROAD	COLUMBINE DRIVE	30	686	20,580	2,286.67	0	
3_13SE01	CHARTER OAK ROAD	0	69TH DRIVE	71ST AVENUE	30	1,175	42,352	4,705.78	1	
3_13SE01	CORRINE DRIVE	0	70TH DRIVE	71ST AVENUE	30	445	10,680	1,186.67	0	

PROMENADE										
MAPNO	Street	Seg-ID	From	To	Width	Length	SqFt	SqY	Sacs	
3_13SE01	67TH DRIVE	140	BLOOMFIELD ROAD	COLUMBINE DRIVE	30	276	8,280	920.00	0	
3_13SE01	69TH AVENUE	10	BLOOMFIELD ROAD	COLUMBINE DRIVE	30	254	7,620	846.67	0	
3_13SE01	COLUMBINE DRIVE	0	67TH DRIVE	69TH AVENUE	30	976	29,280	3,253.33	0	
3_13SE02	BLOOMFIELD ROAD	100	67TH AVENUE	69TH DRIVE	30	1,449	43,470	4,830.00	0	

Date Prepared: 6/3/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Sonia Andrews, Chief Financial Officer  
**SUBJECT:** Proposed Minor Changes to Principles of Sound Financial Management

---

**Purpose:**

Discussion and possible action to adopt **RES. 2019-98** approving the revised Principles of Sound Financial Management (PoSFM) which incorporates updated language, references to new regulations and procedures and other house keeping changes.

**Summary:**

In accordance with PoSFM policy 17, the City Council will periodically review and affirm the financial policies contained in this document. The purpose of such periodic review is to ensure that the policies continue to be applicable and also to incorporate any new regulations or procedures and update language.

The following is a summary and explanation of the changes proposed (a redline version of the PoSFM showing the detail proposed changes is attached). These proposed changes are minor changes to reflect new regulations and procedures and update references. No significant changes to the city's financial policies are proposed.

Policy 1 - Fiscal Planning and Budgeting

Section 1.06 - Eliminate reference to Personnel Administrative Regulations 5.13.6 as these regulations have been revamped and the reference is no longer applicable.

Section 1.12 - Eliminate policy on providing quarterly status report of General Fund as monthly financials are prepared and available.

Policy 3 - Expenditures

Sections 3.02 and 3.05 - update references to Finance & Budget department and incorporate reference to city's accounts payable and disbursement procedures.

Policy 4 - Revenues and Collection

Sections 4.01 and 4.03 - minor changes to update language.



### Policy 7 - Development Fees

Sections 7.04 and 7.05 - update language to conform with state statutes.

### Policy 11 - Debt Management

Sections 11.01 and 11.12 - clarify language in policy.

### Policy 15 - Risk Management

Section 15.01 - clarify language in policy.

### Policy 17 - Pension Funding

This is a new policy incorporated into the PoSFM as a result of the requirements of House Bill 2097 for the Public Safety Personnel Retirement System.

### Appendix A - Continuing Disclosure Requirements

Incorporating changes to SEC Rule 15c2-12 which added new material events under the continuing disclosure requirements.

### Appendix B - Written Procedures for Tax-Exempt Bonds

Updating language to incorporate all tax-exempt bonds.

### **Previous Actions/Background:**

The City Council initially adopted the first Principles of Sound Financial Management (PoSFM) document in September 2000, establishing guidelines for the City's overall fiscal planning and management.

Minor amendments to the PoSFM were made by the City Council in 2001, 2005, 2010, 2012, 2014 and 2016.

### **Options:**

**A:** Adopt the attached resolution approving the proposed changes to the Principles of Sound Financial Management.

**B:** Not adopt the attached resolution and not approving the proposed changes to the Principles of Sound Financial Management.

### **Staff Recommendation:**

Staff recommends Council adopt the attached resolution approving the changes to the PoSFM as proposed.

### **Fiscal Analysis:**

No fiscal impact.

### **ATTACHMENTS:**

Resolution

Amended Principles of Sound Financial Management (redline version)

**Contact Name and Number:**

Sonia Andrews, (623) 773-5206

RESOLUTION NO. 2019-98

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA ADOPTING THE PRINCIPLES OF SOUND FINANCIAL MANAGEMENT AS AMENDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Principles of Sound Financial Management Policy 17 provides that the City Council will periodically review and affirm the financial policies contained in the Principles of Sound Financial Management, and

WHEREAS, the Chief Financial Officer has performed such review and proposed minor changes to the Principles of Sound Financial Management to incorporate new regulations and references,

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

Section 1. That the Mayor and City Council of the City of Peoria hereby adopts and approve the amended Principles of Sound Financial Management attached as Exhibit "A" as the official guidelines for the management of the finances of the City of Peoria.

Section 2. This resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona, this 18th day of June , 2019.

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

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

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

ATTEST:

---

Rhonda Germinsky, City Clerk

APPROVED AS TO FORM:

---

Vanessa P. Hickman, City Attorney

Attachments: Exhibit A – Amended Principles of Sound Financial Management

**CITY OF PEORIA, ARIZONA**

**PRINCIPLES OF SOUND  
FINANCIAL MANAGEMENT**

**Revised June 18, 2019**

## TABLE OF CONTENTS

Introduction.....	3
Policy 1 Fiscal Planning and Budgeting.....	4
Policy 2 Fund Balance.....	7
Policy 3 Expenditure Control.....	9
Policy 4 Revenues and Collections.....	10
Policy 5 Grants.....	11
Policy 6 Cost of Service and User Fees.....	12
Policy 7 Development Impact Fees.....	13
Policy 8 Capital Improvement Program.....	14
Policy 9 Capital Asset Accounting and Replacement.....	16
Policy 10 Cash Management and Investment.....	17
Policy 11 Debt Management.....	18
Policy 12 Utility Enterprise Funds.....	22
Policy 13 One Half-Cent Sales Tax.....	24
Policy 14 Economic Development.....	27
Policy 15 Risk Management.....	30
Policy 16 Accounting, Auditing and Financial Reporting.....	31
Policy 17 Pension Funding.....	33
Policy 18 Policy Review.....	34
Appendix A Reporting of Significant Events.....	34
Appendix B Procedures for Tax-exempt Bonds.....	35
Appendix C Community Facilities District Guidelines & Procedures.....	47

Adoption Resolution

## Introduction

The city has an important responsibility to its citizens to carefully account for public funds, to manage its finances wisely, and to plan for the adequate funding of services desired by the public, including the provision and maintenance of public facilities. In these times of tight budgets, of major changes in federal and state policies toward local government, and of limited growth in the city's tax base, the city needs to ensure that it is capable of adequately funding and providing those government services desired by the community. Ultimately, the city's reputation and success will depend on the public's awareness and acceptability of the management and delivery of these services.

These adopted Principles of Sound Financial Management establish guidelines for the city's overall fiscal planning and management. These principles are intended to foster and support the continued financial strength and stability of the City of Peoria as reflected in its financial goals. The city's financial goals are broad, fairly timeless statements of the financial position the city seeks to attain:

- To deliver quality services in an affordable, efficient and cost-effective basis providing full value for each tax dollar.
- To maintain an adequate financial base to sustain a sufficient level of municipal services, thereby preserving the quality of life in the City of Peoria.
- To have the ability to withstand local and regional economic fluctuations, to adjust to changes in the service requirements of our community, and to respond to changes in Federal and State priorities and funding as they affect the city's residents.
- To maintain a high bond credit rating to ensure the city's access to the bond markets and to provide assurance to the city's taxpayers that the city government is well managed and financially sound.

Following these principles will enhance the city's financial health as well as its image and credibility with its citizens, the public in general, bond rating agencies and investors. To achieve these purposes as the City of Peoria continues to grow and develop, it is important to regularly engage in the process of financial planning including reaffirming and updating these financial guidelines. Policy changes will be needed as the city continues to grow and become more diverse and complex in the services it provides, as well as the organization under which it operates to provide these services to its citizens.

**Policy 1**  
**Fiscal Planning and Budgeting**

Fiscal planning refers to the process of identifying resources and allocating those resources among numerous and complex competing purposes. The primary vehicle for this planning is the preparation, monitoring and analysis of the city's budget. It is increasingly important to incorporate a long-term perspective and to monitor the performance of the programs competing to receive funding.

- 1.01 The City Manager shall submit to the City Council a proposed annual budget, based on Council's established goals, and shall execute the budget as finally adopted, pursuant to Title 42, Chapter 17, Article 3, Section 17105 of the Arizona Revised Statutes, as amended. The city will budget revenues and expenditures on the basis of a fiscal year which begins July 1 and ends on the following June 30. The City Council shall adopt the budget for the following fiscal year no later than June 30. If the budget is not adopted before June 30, the Council shall adopt a continuing resolution to allow the city to expend funds until the budget is adopted.
- 1.02 The city will prepare a five-year long-range financial forecast that will incorporate both revenue and expenditure estimates for the city's major operating funds. The five year revenue forecast will identify revenues that are anticipated to be sustainable over the five year period. The five-year long-range forecast will be updated annually and presented to the City Council during the city budget process.
- 1.03 The city will prepare a budget in accordance with Government Finance Officers Association policies and best practices and the Government Finance Officers Association in its Distinguished Budget Award Program. The proposed budget will contain the following:
  - a) Revenue estimates by major category, by fund;
  - b) Expenditure estimates by program levels and major expenditure category, by fund;
  - c) Estimated fund balance by fund;
  - d) Debt service, by issue, detailing principal and interest amounts.
  - e) Proposed personnel staffing levels;
  - f) A detailed schedule of capital projects;
  - g) Any additional information, data, or analysis requested of management by the City Council.
- 1.04 The city maintains its financial records in accordance with accounting principles generally accepted in the United States of America known as GAAP. Although the city's budget is prepared on a modified cash basis that differs from GAAP, the city will attempt to minimize these differences between the budget basis of accounting and GAAP.
- 1.05 The operating budget will be based on the principle that current operating expenditures, including debt service, will be funded with current revenues. Funds will pay the indirect cost charges for services provided by another fund. The budget will not use one-time



- (non-recurring) sources to fund continuing (recurring) uses, postpone expenditures, or use external borrowing for operational requirements. The budget will incorporate the best available estimates of revenues and expenditures.
- 1.06 A system will be used to facilitate position control. The number of full-time and regular part-time employees on the payroll shall not exceed the total number of positions authorized by the City Council. The budget will identify the resources required to support the authorized staffing.
  - 1.07 Performance management will be utilized in the budget process to insure alignment with Council goals and organization strategic efforts. Performance data will be used to support budgetary decisions. Measures will be developed regarding the city's efficiency and effectiveness. A system will be used to monitor and report on the progress of key performance measures.
  - 1.08 Ideas for improving the efficiency and effectiveness of the city's programs and the productivity of its employees will be considered during the budget process.
  - 1.09 Unspent appropriations for significant programs and major projects will be considered for reappropriation in the subsequent fiscal year. Such carryover of appropriation shall be included in the proposed budget.
  - 1.10 The city's annual budget will include contingency appropriation to provide for unanticipated increases in service delivery costs, emergencies, and needs that may arise throughout the fiscal year. The contingency appropriation can only be expended upon separate Council action.
  - 1.11 The city shall establish appropriate management controls to monitor expenditure budgets to ensure they do not exceed authorizations. For operating budgets, this control shall be exercised at the department/fund level. For capital budgets, this control shall be at the project level.
  - 1.12 If a deficit is projected during the course of a fiscal year, the city will take steps to reduce expenditures, increase revenues or, if a deficit is caused by an emergency, consider using the Unassigned General Fund Balance. The City Manager may institute a cessation during the fiscal year on hirings, promotions, transfers, capital equipment purchases, and capital projects. Such action will not be taken arbitrarily or without knowledge of the City Council.
  - 1.13 A policy will be maintained that provides for levels of approval by the City Manager and/or Council. The policy will address the transfer of expenditure authority between funds, transfer of expenditure authority over base amounts, transfer of expenditure authority to and from personnel, contractual, commodities or capital outlay accounts, transfer of expenditure authority between capital projects, transfer of expenditure

authority to or from debt service accounts, and transfer of expenditure authority to or from contingency accounts.

## **Policy 2**

### **Fund Balance**

Fund balance is an important indicator of the city's financial position. Maintaining reserves is considered a prudent management practice. Adequate fund balances are maintained to allow the city to continue providing services to the community in case of unexpected emergencies or requirements and/or economic downturns.

- 2.01 In an effort to ensure the continuance of sound financial management of public resources, the City of Peoria's Unassigned General Fund Balance will be maintained to provide the city with sufficient working capital and a comfortable margin of safety to address emergencies, sudden loss of revenue or operating needs, and unexpected downturns without borrowing.

This policy establishes the amounts the city will strive to maintain in its General Fund balance, the conditions under which fund balance may be spent, and the method by which fund balances will be restored. These amounts are expressed as goals, recognizing that fund balance levels can fluctuate from year to year in the normal course of operations for any local government.

- 2.02 It is the intent of the city to limit use of Unassigned General Fund balances to address unanticipated, non-recurring needs or known and planned future obligations. Fund balances shall not normally be applied to recurring annual operating expenditures. Unassigned balances may, however, be used to allow time for the city to restructure its operations in a deliberate manner, but such use will only take place in the context of long-term financial planning.
- 2.03 The city will maintain an "Emergency Reserve" in the General Fund of ten percent (10%) of the average actual General Fund revenues for the preceding five fiscal years. The Emergency Reserve is for unexpected, large-scale events where damage in excess of \$250,000 is incurred and immediate, remedial action must be taken to protect the health and safety of residents (e.g. floods, fires, storm damage). Any usage of Emergency Reserves must be appropriated by the City Council. However, the City Manager may utilize these funds when immediate action must be taken to protect the health and safety of residents. When this occurs, the City Manager shall provide a summary report to the Council as soon as practical on the usage of these funds. In the event these "Emergency Reserve" funds are used, the city shall strive to restore the General Fund Emergency Reserve to the ten percent (10%) level within the next fiscal year following the fiscal year in which the event occurred.
- 2.04 The city will maintain an additional General Fund "Operating Reserve" with an upper goal of an additional fifteen percent (15%) of the average actual General Fund revenues for the preceding five fiscal years. The Operating Reserve is intended to be a reserve for unexpected events whose impact exceeds \$500,000 such as failure of the State to remit revenues to the city, unexpected mandates, unexpected loss of State Shared revenues,

continuance of critical city services due to unanticipated events, or to offset the unexpected loss of a significant funding source for the remainder of the fiscal year.

Any use of the Operating Reserve funds must be approved by the City Council and include a repayment plan that projects to restore the Operating Reserve to the fifteen percent (15%) level within two fiscal years following the fiscal year in which the event occurred.

- 2.05 The city will maintain an additional General Fund “Budget Stabilization Reserve” with an upper goal of an additional ten percent (10%) of the average actual General Fund revenues for the preceding five fiscal years. The Budget Stabilization Reserve may be used to provide funding to deal with fluctuations in fiscal cycles and operating requirements that exceed \$500,000. The reserve funds will provide time for the city to restructure its operations in a deliberate manner to ensure continuance of critical city activities.

Any use of the Budget Stabilization Reserve funds must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Budget Stabilization Reserve to the ten percent (10%) level within the three fiscal years following the fiscal year in which the event occurred.

- 2.06 Funds in excess of the reserves described in the paragraphs above will be Unassigned General Fund Balance, unless otherwise assigned in accordance with GASB Statement #54, and may be considered to supplement “pay as you go” capital outlay and one-time operating expenditures, or may be used to prepay existing city debt. These funds may not be used to establish or support costs that are recurring in nature.

- 2.07 The Chief Financial Officer is authorized to classify available fund balance for specific purposes in accordance with Governmental Accounting Standards Board Statement #54. It is the policy of the city that expenditures for which more than one category of fund balance could be used, that the order of use is: Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance.

### **Policy 3 Expenditure Control**

Management must ensure compliance with the legally adopted budget. In addition, purchases and expenditures must comply with legal requirements and policies and procedures set forth by the city.

- 3.01 Expenditures will be controlled by an annual appropriated budget at the department/fund level. The City Council shall establish appropriations through the budget process. The Council may transfer these appropriations as necessary through the budget amendment process. Written procedures will be maintained for administrative approval and processing of certain budget transfers within funds.
- 3.02 Department heads are responsible for monitoring expenditures to prevent exceeding their total departmental appropriation budget. It is the responsibility of these department heads to immediately notify the city's Finance & Budget Department and the City Manager of any circumstances that could result in a departmental appropriation being exceeded.
- 3.03 The city will maintain a purchasing system that provides needed commodities and services in a timely manner to avoid interruptions in the delivery of services. All purchases shall be made in accordance with the city's procurement code, purchasing policies, guidelines and procedures and applicable state and federal laws. The city will endeavor to obtain supplies, equipment and services that provide the best value.
- 3.04 A system of appropriate internal controls and procedures using best practices shall be maintained for the procurement and payment processes.
- 3.05 The city will endeavor to make all payments within the established terms. The city shall pay applicable vendor and contractor invoices in accordance with the city's accounts payable and disbursement procedures and the requirements of Arizona Revised Statutes 34-221.
- 3.06 The State of Arizona sets a limit on the expenditures of local jurisdictions. The city will comply with these expenditure limitations and will submit an audited expenditure limitation report as defined by the Uniform Expenditure Reporting System (A.R.S. Section 41-1279.07) along with audited financial statements to the State Auditor General within the prescribed timelines.
- 3.07 The City Council will pursue local override of the State expenditure limitation as provided by the State Constitution if the projected expenditures within two years are anticipated to exceed the expenditure limitation. This override will use one of the alternative expenditure options as defined in Article IX, Section 20 of Arizona law.

**Policy 4**  
**Revenues and Collections**

In order to provide funding for service delivery, the city must have reliable revenue sources. These revenues must be assessed and collected equitably, timely, and efficiently.

- 4.01 The city's goal is a diversified General Fund revenue base which includes sales taxes, state shared revenues, user charges and fees and other revenue sources.
- 4.02 The city will strive to maintain a diversified and stable revenue base to shelter it from economic changes or short-term fluctuations by doing the following:
  - a) Periodically conducting a cost of service study to determine if all allowable fees are being properly calculated and set at an appropriate level.
  - b) Establishing new charges and fees as appropriate and as permitted by law.
  - c) Pursuing legislative change, when necessary, to permit changes or establishment of user charges and fees.
  - d) Aggressively collecting all revenues, late penalties and related interest as authorized by the Arizona Revised Statutes.
- 4.03 The city may establish a Revenue Committee to monitor significant revenues to insure they are received timely and reported accurately. The city will prepare a report on revenue collections, trends and updated year-end estimates.

## **Policy 5 Grants**

Many grants require Council's appropriation of funds, either for the original grant or to continue programs after the grant funding has expired. Council should review these grant opportunities prior to determining whether application should be made for these grant funds.

- 5.01 The city shall apply for only those grants that are consistent with the objectives and high priority needs previously identified by Council. The potential for incurring ongoing costs, to include the assumption of support for grant-funded positions from local revenues, will be considered prior to applying for a grant.
- 5.02 The city shall attempt to recover all allowable costs – both direct and indirect – associated with the administration and implementation of programs funded through grants. The city may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.
- 5.03 All grant submittals shall be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the city's policy objectives. When the potential for expenditures is \$20,000 or more, departments should seek Council approval prior to submission of the grant application. Should time constraints under the grant make this impossible, the department shall obtain written approval to submit the grant application from the City Manager and then, at the earliest feasible time, seek formal Council approval. Council will be informed of any financial obligations that will be incurred by the city. If there is a cash match requirement, the source of funding shall be identified prior to application.
- 5.04 The city shall terminate grant-funded programs and associated positions when the grant has expired and funds are no longer available unless alternate funding is identified.

**Policy 6**  
**Cost of Service and User Fees**

User fees and charges are payments for voluntarily purchased, publicly provided services that benefit specific individuals. The city relies on user fees and charges to supplement other revenue sources in order to provide public services.

Indirect cost charges will be assessed to reflect the full cost of identified services.

- 6.01 The city may establish user fees and charges for certain services provided to users receiving a specific benefit.
- 6.02 On a regular basis, the city will conduct a cost of service study to identify the full cost of providing a service for which fees are charged. The calculation of full cost will include all reasonable and justifiable direct and indirect cost components.
- 6.03 User fees shall be reviewed on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary. Competing policy objectives may result in reduced user fees and charges that recover only a portion of service costs.
- 6.04 The city shall establish cost allocation models to determine the administrative service charges due to the appropriate operating fund for overhead and staff support provided to another fund.



**Policy 7**  
**Development Impact Fees**

The Council’s policy is that to the extent reasonable, growth should pay for itself. As such, the Council has adopted a schedule of development impact fees. Development impact fees are one-time charges assessed against new customers to recover their proportional share of capital costs incurred to provide service capacity for new customers. Developer contributed assets will be considered for credits against the impact fee based on a modeled value. Appropriate development fees are an important component in the overall strategy for financing capital improvements.

- 7.01 The city’s objectives for development impact fees shall include the following:
  - a) Support the reasonable cost of growth.
  - b) Consider the impact of growth on existing residents.
  - c) Develop cost justified development fees.
  - d) Address infrastructure requirements.
  - e) Promote economic development.
  - f) Provide financial capacity.
  
- 7.02 In general, development impact fees must be based on a rational analysis. This analysis will include:
  - a) a reasonable assessment of the impacts of growth on the city’s capital needs as identified in an infrastructure improvement plan;
  - b) a determination that the amount of the fee does not exceed the reasonable cost to provide capacity to accommodate growth;
  - c) a separate accounting of funds collected; and
  - d) an identification of potential liabilities or offsets to recognize other financial commitments resulting from development.
  
- 7.03 The city will monitor the use of impact fee credits (both offsets and reimbursements) and will track and report liabilities associated with these credits on an annual basis.
  
- 7.04 Development impact fees may be assessed in accordance with Arizona Revised Statutes 9-463.05 to offset costs to the city associated with providing necessary public services to a development such as:
  - a) Libraries
  - b) Parks
  - c) Law enforcement
  - d) Fire protection
  - e) Transportation
  - f) Water
  - g) Water resources
  - h) Wastewater
  - j)

7.05 The city shall conduct a review of its development impact fees at least every five years or per State Statutes.

## **Policy 8 Capital Improvement Program**

The purpose of the Capital Improvement Program is to systematically identify, plan, schedule, finance, track and monitor capital projects to ensure cost-effectiveness as well as conformance to established policies.

- 8.01 The City Manager will annually submit a financially balanced, multi-year Capital Improvement Program for review by the City Council pursuant to the timeline established in the annual budget preparation schedule. Submission of the Capital Improvement Program shall be consistent with the requirements of Title 42, Chapter 17, Article 3 of the Arizona Revised Statutes. The Capital Improvement Program will incorporate a methodology to determine a general sense of project priority according to developed criteria.
- 8.02 The Capital Improvement Program shall provide:
- a) A statement of the objectives of the Capital Improvement Program and the relationship with the city's General Plan, department master plans, necessary service levels, and expected facility needs.
  - b) An implementation program for each of the capital improvements that provides for the coordination and timing of project construction among various city departments.
  - c) An estimate of each project's costs, anticipated sources of revenue for financing the project, and an estimate of the impact of each project on city revenues and operating budgets. The operating impact information shall be provided for the period covered in the city's current ten year Capital Improvement Program. No capital project shall be funded unless operating impacts have been assessed and the necessary funds can be reasonably anticipated to be available when needed.
  - d) For the systematic improvement, maintenance, and replacement of the city's capital infrastructure as needed.
  - e) A schedule of proposed debt requirements.
- 8.03 The city will match programs and activities identified in the Capital Improvement Program with associated funding sources.
- 8.04 The performance and continued use of capital infrastructure is essential to delivering public services. Deferring essential maintenance and/or asset replacement can negatively impact service delivery and increase long term costs. As such, the city will periodically assess the condition of assets and infrastructure and appropriately plan for required major maintenance and replacement needs. Efforts will be made to allocate sufficient funds in the multi-year capital plan and operating budgets for condition assessment, preventative and major maintenance, and repair and replacement of critical infrastructure assets.

- 8.05 The city's objective is to incorporate “Pay-As-You-Go” funding (using available cash resources) in the annual Capital Improvement Program. This will supplement funding from other sources such as IGAs, bonds, impact fees and grants.
- 8.06 When current revenues or resources are available for capital improvement projects, consideration will be given first to those capital assets with the shortest useful life and/or to those capital assets whose nature makes them comparatively more difficult to finance with bonds or lease financing. Using cash for projects with shorter lives and bonds for projects with longer lives facilitates “intergenerational equity”, wherein projects with long useful lives are paid over several generations using the project through debt service payments.
- 8.07 The first year of the adopted capital plan will be the capital budget for that fiscal year.
- 8.08 Staff will monitor projects in progress to insure their timely completion or the adjustment of the Capital Improvement Program as approved by Council if a project is delayed or deferred. Periodic status reports will be presented to City Council to share project progress and identify significant issues associated with a project.
- 8.09 Within 90 days of the completion of a capital project any remaining appropriated funds for the project will revert to the fund balance of the funding source.
- 8.10 The Capital Improvement Program will be updated annually as a multi-departmental effort.

**Policy 9**  
**Capital Asset Accounting and Replacement**

An effective capital asset accounting system is important in managing the city's capital asset investment.

- 9.01 The city will account for and maintain a schedule of individual capital assets in accordance with written capital asset procedures. For financial reporting purposes, capital assets recorded in the capital asset accounting system will meet the following criteria:
- a) Have estimated useful lives in excess of one year.
  - b) Have values greater than or equal to \$100,000 for building, utility facilities and other infrastructure systems; or greater than or equal to \$25,000 for all other assets, and
  - c) Are capable of being identified, tracked and accounted for.
- All items not meeting the above criteria will be recorded as operating expenditures.
- 9.02 The city will provide replacement funding for certain fleet vehicles, certain computer equipment, and other assets as deemed necessary. Replacement funds or reserves will be determined as part of the annual budget process.
- 9.03 City departments shall maintain proper procedures and effective internal controls to track and safeguard capital assets, conduct periodic inventory of assets and maintain assets in working condition.

**Policy 10**  
**Cash Management and Investment**

Cash management includes the activities undertaken to ensure maximum cash availability and reasonable investment yield on a government's idle cash, and the cash collection function.

- 10.01 The city shall maintain and comply with a written Investment Policy that has been approved by the City Council. The Chief Financial Officer, as Chief Investment Officer, or his designee shall invest all funds of the city according to the approved Investment Policy.
- 10.02 The city will collect, deposit and disburse all funds on a schedule that insures optimum cash availability for investment.
- 10.03 In order to obtain higher yields from its overall portfolio, the city will consolidate cash balances from various funds for investment purposes, and will allocate investment earnings to each participating fund.
- 10.04 Bond funds will be segregated from all other funds for arbitrage and accounting purposes.
- 10.05 The city will project the cash needs of the city to optimize the efficiency of the city's investment and cash management program.
- 10.06 The city will conduct its treasury activities with financial institution(s) based upon written contracts.
- 10.07 Ownership of the city's investment securities will be protected through third party custodial safekeeping.
- 10.08 All city bank accounts shall be reconciled and reviewed on a monthly basis.
- 10.09 Investment performance will be measured using standard indices specified in the city's written investment policy. The Chief Financial Officer shall provide the City Council with quarterly investment reports.
- 10.10 The city's Cash Management and Investment processes will be in accordance with written internal controls and procedures.
- 10.11 The city will provide a cash collection, handling, training and procedures program.

## **Policy 11 Debt Management**

The city utilizes long term debt to finance capital projects with long useful lives. Financing capital projects with debt provides for an “intergenerational equity”, as the actual users of the capital asset pay for its cost over time, rather than one group of users paying in advance for the costs of the asset.

The purpose of this debt management policy is to provide for the preservation and eventual enhancement of the city’s bond ratings, the maintenance of adequate debt service reserves, compliance with debt instrument covenants and provisions, compliance with Internal Revenue Service Regulations, and required disclosures to investors, underwriters and rating agencies. These policy guidelines will also be used when evaluating the purpose, necessity and condition under which debt will be issued. These policies are meant to supplement the legal framework of public debt laws provided by the Arizona Constitution, State Statutes, City Charter, federal tax laws and the city’s current bond resolutions and covenants.

The Arizona Constitution limits a city’s bonded debt capacity (outstanding principal) to certain percentages of the city’s secondary assessed valuation by the type of project to be constructed. There is a limit of 20% of secondary assessed valuation for projects involving water, sewer, streets, transportation, public safety, artificial lighting, parks, open space, and recreational facility improvements. There is a limit of 6% of secondary assessed valuation for any other general-purpose project.

- 11.01 All projects funded with city general obligation bonds or revenue bonds will only be undertaken with voter approval as required through a city bond election.
- 11.02 The overall debt management policy of the city will ensure that financial resources of the city are adequate in any general economic situation to not preclude the city’s ability to pay its debt when due.
- 11.03 The city will not use long-term debt to fund current operations or smaller projects that can be financed from current revenues or resources. The city will first attempt to utilize "pay as you go" capital financing and/or the use of operating funds or impact fees where applicable.
- 11.04 The city does not intend to issue commercial paper (CP) or bond anticipation notes (BANs) for periods longer than two years or for the term of a construction project. If CP or a BAN is issued for a capital project, it will be converted to a long-term bond or redeemed at its maturity.
- 11.05 The issuance of variable rate debt by the city will be subject to the most careful review and will be issued only in a prudent and fiscally responsible manner.
- 11.06 The city shall attempt to combine debt issuances in order to minimize issuance costs.

11.07 Whenever the city finds it necessary to issue property tax-supported bonds, the following policy will be adhered to:

- a) Tax supported bonds are bonds for which funds used to make annual debt service expenditures are derived from ad valorem (property) tax revenue of the city.
- b) The target for the maturity of general obligation bonds will typically be between twenty and thirty years. The target for the “average weighted maturities” for general obligation bonds of the city will be twelve and one half (12 ½) years.
- c) Generally, the city will structure general obligation bond issues to create level debt service payments over the life of the issue.
- d) Debt service paid from the city’s General Fund will not exceed 10% of the annual General Fund revenues.
- e) Secondary property tax rates will be determined each year as part of the budgetary process (pursuant to State law) to pay the necessary debt service payments of general obligation bonds currently outstanding or expected to be issued within the fiscal year.
- f) In accordance with requirements of the State of Arizona Constitution, total bonded debt will not exceed the 20% limitation and 6% limitation of the total secondary assessed valuation of taxable property in the city.
- g) Reserve funds, when required, will be provided to adequately meet debt service requirements in subsequent years.
- h) Interest earnings on bond fund balances will only be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.
- i) The term of any bond will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.

11.08 Revenue bonds are defined as a bond on which the debt service is payable from the revenue generated from the operation of the project being financed or a category of facilities, from other non-tax sources of the city, or from other designated taxes such as highway user’s revenues, excise tax, or special fees or taxes. For any bonds or lease-purchase obligations in which the debt service is paid from revenue generated by the project and/or partially paid from non-property tax sources, that debt service is deemed to be revenue bonds and are excluded from the calculation of the annual debt service limitation. Whenever the city finds it necessary to issue revenue bonds, the following guidelines will be adhered to:

- a) Revenue bonds of the city will be analyzed carefully by the Finance Department for fiscal soundness. Part of this analysis shall include a feasibility report prepared by city staff or an independent consultant prior to the issuance of utility supported revenue bonds to ensure the generation of sufficient revenues to meet debt service requirements, compliance with existing bond covenants and to protect the bondholders.
- b) Revenue bonds should typically be structured to provide level annual debt service over the life of the issue.



- c) Debt Service Reserve Funds should be provided when required by rating agencies, bond insurers or existing bond covenants.
- d) Interest earnings on the reserve fund balances will be used to pay debt service on the bonds unless otherwise committed for other uses or purposes of the project.
- e) The term of any revenue bond or lease obligation issue will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.
- f) The target for the term of revenue bonds will typically be between twenty and thirty years. The target for the “average weighted maturities” for revenue bonds of the city will be twelve and one half (12 ½) years.

11.09 Improvement District (ID) and Community Facility District (CFD) Bonds shall be issued only when the formation of the district demonstrates a clear and significant purpose for the city. It is intended that Improvement District and Community Facility District bonds will be primarily issued for neighborhoods desiring improvements to their property such as roads, water lines, sewer lines, street lights, and drainage. The District must provide a specific benefit to the property owner(s). The city will review each project through active involvement of city staff and/or selected consultants to prepare projections, review pro-forma information and business plans, perform engineering studies, analyze minimum debt coverage and value to debt ratios, and conduct other analyses necessary to consider the proposal against specified criteria. Both ID and CFD bonds will be utilized only when it is expected that they will be outstanding for their full term.

An expanded policy will be maintained detailing the policy and procedures of the city related to any future consideration of the formation of a Community Facilities District. Use of a CFD would require compliance with the new guidelines and procedures and specific Council approval.

11.10 Refunding bonds will be measured against a standard of the net present value debt service savings exceeding 5% of the debt service amount of the bonds being refunded, or if savings exceed \$750,000, or for the purposes of modifying restrictive covenants or to modify the existing debt structure to the benefit of the city.

11.11 The investment of bond proceeds shall at all times be in compliance with the city’s Investment and Portfolio Policies and meet all requirements of bond covenants.

11.12 The city shall comply with all Internal Revenue Service arbitrage rebate requirements for bonded indebtedness and Security Exchange Commission continuing disclosure requirements outlined in Appendix A. The city shall also comply with all post issuance tax compliance procedures as outlined in Appendix B. tax-exempt.

11.13 The city shall comply with Arizona Revised Statutes and all other legal requirements regarding the issuance of bonds and certificates of the city or its debt issuing authorities.

- 11.14 The city will maintain regular contact with rating agencies through telephonic conferences, meetings, or visits on and off-site. The city will secure ratings on all bonds issued when economically feasible.
- 11.15 The city's Finance Department shall maintain a debt profile for all bonds issued and update the profile on an annual basis. The debt profile shall include specific information regarding the size and type of debt issued, projects financed by the bonds, debt service schedules and other pertinent information related to each specific bond issue.

**Policy 12**  
**Utility Enterprise Funds**

Government utility enterprises generate revenue to recover the cost of providing water, wastewater, and solid waste services. User charges are established to recover the cost of providing these services.

- 12.01 Separate funds will be established and maintained to properly account for each utility operation. Utility funds will not be used to subsidize the operations of other non-utility funds. Interfund charges will be assessed for the administrative support of the enterprise activity.
- 12.02 The city will establish rates and fees at levels that recover the total direct and indirect costs, including operations, capital outlay, unrestricted cash reserve requirements, debt service and debt coverage requirements for water, wastewater, and solid waste services. Rates will be reviewed in conjunction with the city's annual capital planning and budgeting processes.
- 12.03 All existing water and sewer rates and charges will be reviewed periodically to recommend necessary rate adjustments. Bond covenants may exist that require maintaining a minimum debt coverage ratio of at least 1.25 times. In order to help maintain the city's high bond rating, the recommended rates will be based on a model that projects achieving a target debt coverage ratio of 2.0 times. For financial planning purposes, the debt coverage ratios will be calculated without consideration of expansion fee revenue.
- 12.04 The City of Peoria's Enterprise Operating Fund working capital will be maintained to provide the city with a comfortable margin of safety to address emergencies and unexpected declines in revenue without borrowing. The cash reserve balance (working capital) goal for the water and wastewater enterprise operating funds will be at least twenty-five percent (25%) of the actual operating expenditures for the fiscal year.
- 12.05 The city will maintain a "Rate Stabilization Fund" in Water and Wastewater Funds of five percent (5%) of the average actual revenues for the preceding three fiscal years. The Rate Stabilization Fund can be used to moderate significant rate increases. In the event the "Rate Stabilization Fund" is used, the city shall strive to restore the Fund to the five percent (5%) level within the next three fiscal years following the fiscal year in which the fund was used.
- 12.06 The city will maintain an additional "Debt Stabilization Fund" with an upper goal of approximately fifty percent (50%) of the maximum annual debt service payment in the following five years. The Debt Stabilization Fund is intended to provide additional security to insure the city's ability to meet debt service obligations. In the event the Debt Stabilization Fund is used, the city shall strive to restore the fund to the defined level within the next three fiscal years following the fiscal year in which the fund was used.

- 12.07 The city will maintain an additional “Asset Maintenance Fund” with an upper goal equal to two percent (2%) of the enterprise fund infrastructure assets. The Asset Maintenance Fund may be used to provide funding for the repair and maintenance of critical infrastructure. In the event the Asset Maintenance Fund is used, the city shall strive to restore the fund to the defined level within the next three fiscal years following the fiscal year in which the fund was used.
- 12.08 Funds in excess of the reserves described in the paragraphs above may be considered to supplement "pay as you go" capital outlay and one-time operating expenditures, or may be used to prepay existing city debt. These funds may not be used to establish or support costs that are recurring in nature.
- 12.09 A rate stabilization fund will be established for the water and wastewater funds if the city issues variable rate debt. The goal of the stabilization fund will be to be sufficient to support the use of variable rate debt within these enterprise operations.
- 12.10 Solid waste rates and charges will be established and reviewed periodically to ensure costs are allocated appropriately between residential and commercial solid waste services. Both the residential and commercial programs will independently support themselves, creating sufficient revenues to recover expenditures and maintain specified cash balances (working capital). The working capital goal for the residential and commercial solid waste enterprise funds is twenty percent (20%) of the actual operating expenditures for the current fiscal year.

**Policy 13**  
**One Half-Cent Sales Tax**

The Council has established a special one-half cent sales tax designated primarily for debt service, reserves, and capital needs. These funds will be recorded and expended separately.

13.01 The city maintains a separate One Half-Cent Sales Tax Fund. It is important that the revenues and expenditures be budgeted and accounted for separately for the additional one-half (½) cent included in the city's sales tax.

13.02 Revenues from the city's total sales tax shall be presented in the budget in a manner that a distinction is made between the one (1) cent sales tax and the one-half (½) cent sales tax. In addition, a tracking system will be maintained for the expenditures of the one-half (½) cent sales tax.

13.03 Definitions

- a) Capital Expenditures – The cost of an acquisition or repair to property where the property or improvements have a useful life extending substantially beyond one year.
- b) Economic Development Expenditures – Costs associated with promoting revenue-generating activities, quality job creation, vital economic development projects, and other efforts consistent with Policy #14 – Economic Development.
- c) Community Promotions Expenditures – Costs associated with enhancing the image of the community, including special cultural and community events that encourage revenue-producing activities.
- d) Municipal Development Authority – The Peoria Municipal Development Authority (MDA) and the Peoria Municipal Sports Complex Authority (MSCA) are non-profit municipal property corporations organized to issue bonds and to enter into lease agreements with the city. Agreements with the MDA and MSCA require the city secure the lease (debt service) payments on bonds with the city's excise taxes.
- e) Debt Service – The payment on a semi-annual or other basis of lease payments under a lease between the city and a municipal property corporation (MDA or MSCA), wherein the lease payments equal the debt service payments on bonds issued by the MDA or MSCA.

#### 13.04 One-Half Cent Expenditures & Reserves

Use of One-Half Cent Sales Tax funds shall be prioritized as follows:

##### First Priority – Debt Service

The debt service for those MDA bonds for which the payment source is one-half (1/2) cent sales tax revenues including administrative, accounting and legal costs connected with the bond payment.

##### Second Priority – Fund Balance

The One-Half (1/2) Cent Sales Tax Fund balance will include the following:

a) One-Half (1/2) Cents Sales Tax Debt Service Reserve

This reserve should be \$1 million for outstanding bonds being paid from the one-half (1/2) cent sales tax.

b) One-Half (1/2) Cents Sales Tax Reserve

An additional reserve goal for the fund is thirty-five percent (35%) of the average actual revenues for preceding five fiscal years. The reserve shall not normally be applied to recurring needs or known and planned future obligations. Rather, this reserve may be used to fund temporary needs in an emergency, to maintain critical city services due to unanticipated events or unexpected loss of revenues, or to provide funding to deal with fluctuations in fiscal cycles and operating requirements. Use of these reserve funds must be approved by the City Council. To the extent these reserves are expended, the city will make every effort to decrease its Half-Cent expenditures as necessary to prevent the continued use of reserves. Additionally, the city will, through multi-year financial projections, prepare a plan to restore this reserve within the three fiscal years following the fiscal year in which the use of reserves occurred.

##### Third Priority – Capital, Economic Development and Community Promotions

Remaining funds from the one-half (1/2) cent sales tax not utilized for debt service or in reserves can be used for capital, economic development, and community promotions expenditures.

##### Fourth Priority – Specific City Operational Expenditures

Certain specific operational expenditures may be identified by Council through the annual budget process to be funded through the one-half (1/2) cent sales tax revenues.

13.05 The following criteria will be used in evaluating Capital, Economic Development, and Community Promotions projects for which one-half (1/2) cent sales tax revenue can be used.

- a) Projects where a city match is needed to obtain outside funds.

- b) Projects which construct infrastructure, assemble land, or expend funds as investment in development or community promotions that will serve as a catalyst for, or assist in the creation of, revenue producing economic development for the city.
- c) Projects which have a community wide or area wide benefit.
- d) Projects which save General Fund expenditures normally used for operations.
- e) Projects which would result in the city not having to sell bonds in order to finance such projects.

13.06 Any Utility Enterprise Fund projects funded from the one-half (½) cent sales tax would have to be repaid to the One-Half Cent Sales Tax Fund from the particular utility enterprise fund. An annual accounting of the expenditures and repayments from the utility enterprise funds will be presented to Council as part of the annual budget process.

## **Policy 14**

### **Economic Development**

The Council has established economic development objectives that support encouraging, initiating, and participating in certain types of economic development efforts that create job opportunities and diversify and strengthen the local economy.

- 14.01 The city will expand and diversify its economic base by attracting and expanding targeted industries to the city identified in the city's economic development implementation strategy. Special emphasis will be given to targeted industries that will employ the local labor force in professional, technical and skilled labor positions. Such business and industry will be sited and developed in accordance with the plans, policies and ordinances of the city.
- 14.02 The objective of the city's economic development implementation strategy is to encourage value-added development and accrue public benefits to the City of Peoria. A public benefit may include:
- a) Enhancing the financial position of the city by increasing the targeted employment base, creating quality jobs, and increasing property assessed valuation or general and special use tax revenues.
  - b) Constructing capital improvements that enhance the basic infrastructure of the city
  - c) Growing and/or expanding targeted industries in the city that create jobs.
  - d) Encouraging the redevelopment of unused or underutilized properties into targeted development classes, possibly through the use of public/private partnerships.
- 14.03 An important city goal is to create value added, higher pay employment opportunities for its residents by recruiting businesses in the city.
- 14.04 The city will endeavor to achieve a 25% non-residential property tax base by increasing the number of commercial/industrial businesses in the city.
- 14.05 Development incentives for non-residential projects shall be applied consistent with State law and prove to have public benefits consistent with the city's economic development goals and implementation strategy.
- 14.06 Targeted industries, as identified in the city's economic development implementation strategy, may be considered for special emphasis when the project demonstrates at least one of the following:
- a) Provides quality direct employment opportunities for Peoria citizens.
  - b) Provides additional indirect employment opportunities through primary and secondary employment generation to Peoria residents.
  - c) Results in significant increase in property tax revenues accruing to the city.
  - d) Results in goods and/or services being purchased within Peoria.



- e) Expands the labor base with jobs tied to targeted industries.
- f) Provides needed public infrastructure.
- g) Offers unique recreational opportunities or cultural enhancements for the residents of Peoria.
- h) Expands the economic base of the city by locating new targeted industries within the city.

14.07 The city may consider a variety of development incentives that clearly benefit the city. Incentives to pursue economic development objectives and implementation strategies may include, but are not limited to, one or more of the following:

- a) Formation of improvement districts.
- b) Formation of Community Facilities Districts.
- c) Intergovernmental Agreements (IGAs) with other agencies for projects which will provide benefit to multiple jurisdictions.
- d) Use of Industrial Development Authority Bonds.
- e) Use of development mechanisms available to the city in redevelopment districts, including funding opportunities where appropriate.
- f) Use of State of Arizona Enterprise Zone Tax Credits.
- g) Reimbursement, deferral and/or waiver of certain fees and charges.
- h) Use of Enterprise Zones, Foreign Trade Zones, or other incentive based zones as approved by City Council.
- i) Provision for allowing credits for off-site public infrastructure development costs against future city transaction privilege tax revenues.
- j) Direct financial assistance to a private for profit or non-profit entity or business.
- k) Lease or acquisition of real property to facilitate economic development or redevelopment.
- l) Lease or acquisition of personal property for economic development.
- m) Work force training assistance to a business or company.
- n) Provision of expedited plan review, development agreement processing, and permit processing.

Business assistance incentives will be focused primarily on targeted industries. Real estate investments will be focused primarily in targeted investment zones.

14.09 Economic Development incentives shall typically be “performance based” so that the recipient only receives the incentive if its performance meets selected criteria set forth in the development agreement. Other guidelines may apply to a project, which contributes to the overall benefit of the city in other ways, (e.g. downtown revitalization or development in specific target areas).

14.10 The best returns on public investment through economic development incentives are those that have been examined carefully against the cost of public expenditure. To ensure government accountability and thoughtful long-term policymaking, an examination of the benefit to the city must be compared to the offered incentives, the need for those

incentives, and the public cost. As such, the city will conduct a fiscal impact and legal analysis of any proposed projects. The city will evaluate items such as economic costs, economic benefits, tax base impact, intrinsic benefits and levels of each type of risk that are associated with the project requesting an economic development incentive, as well as the legal compliance and financial impact of all such incentives on the city's operating and capital budgets.

- 14.11 The fiscal impact evaluation shall be presented to the City Council by staff. The City Council shall make the final decision concerning proposed economic development incentives, including the terms and conditions contained within any proposed memorandum of understanding or development agreement.
- 14.12 Certain exclusions, limitations, disclosure, and collateral requirements apply to these incentives.
- a) Development incentives shall not normally be provided to offset buy-out fees to obtain release from the Certificate of Convenience and Necessity for a private water company.
  - b) Under current practice, future transaction privilege tax reimbursement will generally be limited to one-half (1/2) of one percent of privilege tax generated and the duration to a maximum of five to seven years.
  - c) Failure to operate facilities developed under a development incentive plan will require the developer to repay the city for certain amounts that may have been advanced.
  - d) Residential development normally will not be provided any incentive package unless a clear net benefit to the city can be demonstrated or some other public purpose is served (e.g., in-fill projects in a maturing area of the city to retain existing businesses, etc.).
- 14.13 The city may establish an economic development reserve fund to provide a source of funding to offset certain economic development incentives. To the extent that these reserves are expended, the city will attempt to restore the reserve fund to the established amount. These funds may not be used to support costs that are recurring in nature.

**Policy 15**  
**Risk Management**

Risk management has become increasingly important in guarding against economic loss and in ensuring public safety in a time of increasing public liability and litigation. Risk management is on-going process of identifying, assessing and prioritizing of risks followed by the application of resources to minimize, monitor, and control the probability and/or impact of unfortunate events.

- 15.01 The city shall make diligent efforts to prevent or mitigate the loss of city assets and to reduce the city's exposure to liability through on-going risk assessment, training, safety, risk financing and the transfer of risk when cost effective.
- 15.02 When cost effective, the city shall manage its exposure to risk through self-insurance or through the purchase of traditional third-party insurance in the following areas: general liability, automobile liability, public officials' errors and omissions, police professional liability, and property loss.
- 15.03 When cost effective, the city will further control its exposure to risk through the use of “hold harmless” agreements in city contracts and by requiring contractors to carry liability insurance, including errors and omissions coverage for architectural, engineering, and other applicable professional firms.
- 15.04 Insurance reserves shall be maintained at a level which, together with any purchased insurance, will adequately indemnify the city’s assets and its elected officials, officers and directors against loss. A regular study will be conducted for potential liability areas and shall be used as a basis for determining self-insurance reserves based on historical loss data. The city will strive to fully fund actual and estimated liabilities including reserves for incurred-but-not-reported (IBNR) claims.
- 15.05 The city will identify and disclose material contingent liabilities in the city’s Comprehensive Annual Financial Report (CAFR).
- 15.06 Cost allocations to various funds will be based on an analysis of contributing factors.

**Policy 16**  
**Accounting, Auditing and Financial Reporting**

Accounting, auditing and financial reporting form the informational infrastructure for public finance. Internal and external financial reports provide important information to the city's legislative body, management, citizens, investors and creditors.

16.01 The city will comply with accounting principles generally accepted in the United States (GAAP), as well as Generally Accepted Auditing Standards (GAAS) and Generally Accepted Governmental Auditing Standards (GAGAS) in its accounting and financial reporting, as contained in the following publications:

- a) Codification of Governmental Accounting and Financial Reporting Standards, issued by the Governmental Accounting Standard Board (GASB) as well as earlier standard setting boards.
- b) Pronouncements of the Financial Accounting Standards Board, (FASB) issued prior to December 1, 1989.
- c) Governmental Accounting, Auditing, and Financial Reporting (GAAFR), issued by the Government Finance Officers Association (GFOA) of the United States and Canada.
- d) Municipal Budget and Finance Manual, prepared by the League of Arizona Cities and Towns.
- e) Audits of State and Local Governmental Units, an industry audit guide published by the American Institute of Certified Public Accounts (AICPA) and any applicable Statements of Position (SOPs) and Statements of Auditing Standards (SASs) issued by the AICPA.
- f) Government Auditing Standards (also know as the Yellow Book), issued by the Controller General of the United States.
- g) Circular A-133, issued by the U.S. Office of Management and Budget (OMB).

16.02 Monthly financial reports will be made available to all departments summarizing financial activity and comparing actual revenues and expenditures with budgeted amounts.

16.03 A system of internal accounting controls and procedures will be maintained to provide reasonable assurance of the safeguarding of assets, the proper recording of financial transactions of the city, and compliance with applicable laws and regulations.

16.04 In accordance with State law and City Charter requirements, a comprehensive financial audit, including an audit of federal grants according to the Single Audit Act and the OMB Circular A-133, will be performed annually by an independent public accounting firm, with the objective of expressing an opinion on the city's financial statements. The city will prepare its financial statements in accordance with applicable standards and will account for its operations in a manner consistent with the goal of obtaining an unqualified opinion from its auditors.

- 16.05 The city will prepare a Comprehensive Annual Financial Report (CAFR) in accordance with the principles and guidelines established by the Government Finance Officers Association “Certificate of Achievement for Excellence in Financial Reporting” program. Staff will endeavor to provide the CAFR, the Single Audit, and the Management Letter to the City Council for a November Council meeting each year for the preceding fiscal year or as required by the Arizona Revised Statutes or City Charter. Staff will endeavor to provide the CAFR to the Government Finance Officers Association by December 31 of each year for review in the Certificate program.
- 16.06 All departments will provide notice of all significant events and financial and related matters to the Chief Financial Officer for the city’s annual disclosures, as required by the SEC Rule 15c2-12, for the municipal markets, financial statements and bond representations. A listing of significant events is included in Appendix A to this document. The Chief Financial Officer will notify all Nationally Recognized Municipal Securities Information Repositories of these significant events.
- 16.07 The city’s Comprehensive Annual Financial Report (CAFR) will include the bond related on-going disclosure requirements and will fully disclose all significant events and financial and related issues. The city will provide the CAFR to the bond rating agencies, municipal bond insurers, national bond disclosure repositories and other interested parties.

**Policy 17**  
**Pension Funding**

An adequately funded pension plan not only provides assurance to employees but also achieves tax payer and member intergenerational equity by not placing an unfair burden on future tax payers and members.

17.01 The city shall fund the full amount of the Annual Required Contribution (ARC) each year as determined by the actuarial valuation report for its defined benefit contribution plans.

17.02 The city shall maintain and comply with a written pension funding policy for its Public Safety Personnel Retirement System that has been approved by the City Council.

17.03 It is the intent of the city to maintain adequate assets to fund benefits payable in its defined benefit plans. In the event the funded status falls to an unacceptable level, the city shall strive to make additional contributions above the ARC to restore the funded status to an acceptable level.

**Policy 18**  
**Policy Review**

By their nature policies must change and evolve over time. As with any other policies, these financial policies should be subject to periodic review and revision.

18.01 The City Council will periodically review and affirm the financial policies contained in this document.

## **Appendix A**

### **Reporting of Significant Events (Continuing Disclosure Requirements)**

If knowledge of the occurrence of a listed event would be material to the city, the city shall promptly file a “Notice of Material Event” with the Municipal Securities Rulemaking Board and with each depository. The following events are defined as significant events with respect to municipal securities.

- 1) Principal and interest payment delinquencies;
- 2) Non-payment related defaults, if material;
- 3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- 4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- 5) Substitution of credit or liquidity providers or their failure to perform;
- 6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determination with respect to the tax status of the security, or other material events affecting the tax-exempt status of the securities;
- 7) Modifications to rights of holders (i.e. owners), if material;
- 8) Bond calls (which are other than mandatory or scheduled redemptions, not otherwise contingent upon the occurrence of an event are optional or unscheduled) and tender offers;
- 9) Defeasances;
- 10) Release, substitution, or sale of property securing repayment of the securities (including property leased, mortgaged or pledged as such security), if material;
- 11) Bond rating changes;
- 12) Bankruptcy, insolvency, receivership or similar event;
- 13) Merger, consolidation, acquisition, or the sale of all or substantially all of the assets, other than in the ordinary course of business, if material;
- 14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- 15) Financial obligation incurrence or agreement, if material;
- 16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



## **Appendix B**

### **Written Procedures for Tax-Exempt Bonds**

The Issuer has issued and may in the future issue tax-exempt obligations (including, without limitation, bonds, notes, loans, leases and certificates), tax credit obligations and “direct-pay” tax credit obligations (together, “tax-exempt bonds”) that are subject to certain requirements under the Internal Revenue Code of 1986, as amended (the “Code”).

The Issuer has established the policies and procedures contained herein (the “Procedures”) as of May 1, 2012 in order to ensure that the Issuer complies with the requirements of the Code that are applicable to its tax-exempt bonds. These Procedures, coupled with requirements contained in the Arbitrage and Tax Certificate (the “Tax Certificate”) or other operative documents executed at the time of issuance of the tax-exempt bonds, are intended to constitute written procedures for ongoing compliance with the Federal tax requirements applicable to the bonds and for timely identification and remediation of violations of such requirements.

#### **A. GENERAL MATTERS.**

1. Responsible Officer. The Chief Financial Officer will have overall responsibility for ensuring that the ongoing requirements described in these Procedures are met with respect to tax-exempt bonds (the “Responsible Officer”).
2. Establishment of Procedures. The Procedures established herein will be referenced as such in the Debt Management Policy section of the city’s adopted Principles of Sound Financial Management and set forth in an appendix to those adopted financial policies.
3. Identify Additional Responsible Employees. The Responsible Officer shall identify any additional persons who will be responsible for each section of the Procedures, notify the current holder of that office of the responsibilities, and provide that person a copy of the Procedures. (For each section of the Procedures, this may be the Responsible Officer or another person who is assigned the particular responsibility.)
  - a. Upon employee or officer transitions, new personnel should be advised of responsibilities under the Procedures and ensure they understand the importance of the Procedures.
  - b. If employee or officer positions are restructured or eliminated, responsibilities should be reassigned as necessary to ensure that all Procedures have been appropriately assigned.
4. Training Required. The Responsible Officer and other responsible persons shall receive appropriate training that includes the review of and familiarity with the contents of these Procedures, review of the requirements contained in the Code

applicable to each tax-exempt bond, identification of all tax-exempt bonds that must be monitored, identification of all facilities (or portions thereof) financed with proceeds of tax-exempt bonds, familiarity with the requirements contained in the Tax Certificate or other operative documents contained in the transcript, and familiarity with the procedures that must be taken in order to correct noncompliance with the requirements of the Code in a timely manner.

5. Periodic Review. The Responsible Officer or other responsible person shall periodically review compliance with the Procedures and with the terms of the Tax Certificate to determine whether any violations have occurred so that such violations can be timely remedied through the “remedial action” regulations (Treasury Regulation §1.141-12, §1.142-2, §1.144-2, §1.145-2 or §1.147-2, as applicable) or the Voluntary Closing Agreement Program described in Internal Revenue Service (“IRS”) Notice 2008-31 (or successor guidance) and related sections of the Internal Revenue Manual. Such periodic review shall occur at least annually.
6. Change in Bond Terms. If any changes to the terms of the bonds are contemplated, bond counsel should be consulted. Such modifications could result in a reissuance, i.e., a deemed refunding, of the bonds which could jeopardize the status of tax-exempt bonds, including Direct-Pay Bonds (and thereby affect the continued receipt of the Subsidy for Direct-Pay Bonds).

**B. ISSUE PRICE FOR TAX-EXEMPT BONDS; PREMIUM LIMIT FOR DIRECT-PAY BONDS.**

1. Issue Price. In order to document the issue price of tax-exempt bonds, the Responsible Officer shall consult with bond counsel and obtain a written certification from the underwriter, placement agent or other purchaser of the bonds as to the offering price of the bonds that is in form and substance acceptable to the Issuer and bond counsel.
2. Premium Limit for Direct Pay-Bonds. Prior to issuing Direct-Pay Bonds, the Responsible Officer shall consult with bond counsel and the Issuer’s financial advisors to assure that the premium on each maturity of the Direct-Pay Bonds (stated as a percentage of principal amount) does not exceed one-quarter of one-percent (0.25%) multiplied by the number of complete years to the earlier of the final maturity of the bonds or, generally, the earliest call date of the bonds, and that the excess of the issue price of the bonds over the price at which the bonds are sold to the underwriter or placement agent, when combined with other issuance costs paid from proceeds of the bonds, does not exceed 2% of the sale proceeds of the bonds.

**C. IRS INFORMATION RETURN FILING.**

1. Filing of Applicable Form 8038. The Responsible Officer will confirm that bond counsel has filed the applicable information reports (such as Forms 8038, 8038-G, 8038-B or 8038-TC) for such bond issue with the IRS on a timely basis, and maintain copies of such form including evidence of timely filing as part of the transcript of the bond issue.
2. Filing of Form 8038-CP. For Direct-Pay Bonds, the Responsible Officer shall review the IRS Form 8038-CP in order to ensure that the proper amount of interest is being reported and the proper amount of Subsidy is being requested with respect to each interest payment date. The Responsible Officer shall ensure that the IRS Form 8038-CP is filed on a timely basis with respect to each interest payment date in order to receive timely payment of the Subsidy. If the Subsidy is to be paid to a person other than the Issuer (i.e., the bond trustee), the Responsible Officer shall obtain and record the contact information of that person, and ensure that it is properly shown on Form 8038-CP so that the direct payment will be made to the proper person.
3. Filing of Forms 8038-T or 8038-R. The Responsible Officer shall file the IRS Form 8038-T relating to the payment of rebate or yield reduction payments in a timely manner as discussed in Section I.12. below. The Responsible Officer shall also monitor the extent to which the Issuer is eligible to receive a refund of prior rebate payments and provide for the timely filing for such refunds using an IRS Form 8038-R.

**D. USE OF PROCEEDS.** The Responsible Officer or other responsible person shall:

1. Consistent Accounting Procedures. Maintain clear and consistent accounting procedures for tracking the investment and expenditures of bond proceeds, including investment earnings on bond proceeds.
2. Reimbursement Allocations at Closing. At or shortly after closing of a bond issue, ensure that any allocations for reimbursement expenditures comply with the Tax Certificate.
3. Timely Expenditure of Bond Proceeds. Monitor that sale proceeds and investment earnings on sale proceeds of tax-exempt bonds are spent in a timely fashion consistent with the requirements of the Tax Certificate.
4. Costs of Issuance. With respect to Direct-Pay Bonds and qualified private activity bonds, monitor that no more than 2% of the sale proceeds are used to pay costs of issuance.
5. Qualified Use of Proceeds of Direct-Pay Build America Bonds. With respect to Build America Bonds, determine the correct amount of available project proceeds and monitor that 100% of all sale proceeds and investment earnings on sale

proceeds (other than proceeds used to pay costs of issuance or deposited in a reasonably required reserve fund) are allocated to capital expenditures in a timely fashion consistent with the requirements of the Tax Certificate.

6. Qualified Use of Proceeds of Recovery Zone Economic Development Bonds. With respect to Recovery Zone Economic Development Bonds, determine the correct amount of available project proceeds and monitor that 100% of all sale proceeds and investment earnings on sale proceeds (other than proceeds used to pay costs of issuance or deposited in a reasonably required reserve fund) are allocated to expenditures for qualified economic development purposes within the recovery zone in a timely fashion consistent with the requirements of the Tax Certificate. Ensure compliance with the “Davis Bacon” requirements described in Section H.1. below.
7. Qualified Use of Proceeds of Specified Tax Credit Bonds. With respect to Specified Tax Credit Bonds, determine the correct amount of available project proceeds and monitor that 100% of all sale proceeds and investment earnings on sale proceeds (other than proceeds used to pay costs of issuance) are allocated to qualifying expenditures that are permitted for each type of Specified Tax Credit Bond in a timely fashion consistent with the requirements of the Tax Certificate. If proceeds are not spent by the end of the “expenditure period” as defined in Section H.2. below, redeem bonds in accordance with the requirements of the Code as further described in Section H.2. below.
8. Qualified Use of Proceeds of Qualified Private Activity Bonds. With respect to qualified bonds, including exempt facility bonds, monitor that sale proceeds and investment earnings on sale proceeds are allocated to qualifying expenditures permitted for each type of qualified bond in a timely fashion consistent with the requirements of the Tax Certificate. If an exempt facility or other applicable facility will not be completed, or the facility has been placed in service, and there are remaining unspent bond proceeds, immediately consult with bond counsel to determine whether bonds are required to be redeemed under Treasury Regulation §1.142-2. If exempt facility bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.142-2, such redemption or defeasance must occur within 90 days of the date an action is taken that causes the bonds to not be used for the qualifying purpose for which the bonds were issued.
9. Requisitions. Utilize requisitions to draw down bond proceeds, and ensure that each requisition contains (or has attached to it) detailed information in order to establish when and how bond proceeds were spent; review requisitions carefully before submission to ensure proper use of bond proceeds to minimize the need for reallocations.

10. Final Allocation. Ensure that a final allocation of bond proceeds (including investment earnings) to qualifying expenditures is made if bond proceeds are to be allocated to project expenditures on a basis other than “direct tracing” (direct tracing means treating the bond proceeds as spent as shown in the accounting records for bond draws and project expenditures). An allocation other than on the basis of “direct tracing” is often made to reduce the private business use of bond proceeds that would otherwise result from “direct tracing” of proceeds to project expenditures. *This allocation must be made within 18 months after the later of the date the expenditure was made or the date the project was placed in service, but not later than five years and 60 days after the date the bonds are issued (or 60 days after the bond issue is retired, if earlier).* Bond counsel can assist with the final allocation of bond proceeds to project costs. Maintain a copy of the final allocation in the records for the tax-exempt bond.
11. Maintenance and Retention of Records Relating to Proceeds. Maintain careful records of all project and other costs (e.g., costs of issuance, credit enhancement and capitalized interest) and uses (e.g., deposits to a reserve fund) for which bond proceeds were spent or used. These records should be maintained separately for each issue of bonds for the period indicated under Section J. below.

**E. MONITORING PRIVATE BUSINESS USE.** With respect to tax-exempt bonds that are subject to the private activity bond limitations provided in the Code (e.g., governmental bonds and qualified 501(c)(3) bonds), the Responsible Officer or other responsible person shall:

1. Identify Bond-Financed Facilities. Identify or “map” which outstanding bond issues financed which facilities and in what amounts.
2. Review of Contracts with Private Persons. Review all of the following contracts or arrangements with non-governmental persons or organizations or the federal government (collectively referred to as “private persons”) with respect to the bond-financed facilities which could result in private business use of the facilities:
  - a. Sales of bond-financed facilities;
  - b. Leases of bond-financed facilities;
  - c. Management or service contracts relating to bond-financed facilities;
  - d. Research contracts under which a private person sponsors research in bond-financed facilities; and
  - e. Any other contracts involving “special legal entitlements” (such as naming rights or exclusive provider arrangements) granted to a private person with respect to bond-financed facilities.

3. Bond Counsel Review of New Contracts or Amendments. Before amending an existing agreement with a private person or entering into any new lease, management, service, or research agreement with a private person, consult bond counsel to review such amendment or agreement to determine whether it results in private business use.
4. Establish Procedures to Ensure Proper Use and Ownership. Establish procedures to ensure that bond-financed facilities are not used for private use without written approval of the Responsible Officer or other responsible person. For qualified 501(c)(3) bonds, establish procedures to ensure that the bond-financed facilities continue to be owned by a qualified 501(c)(3) organization or a governmental unit.
5. Analyze Use. Analyze any private business use of bond-financed facilities and, for each issue of bonds, determine whether the 10% limit on private business use (5% in the case of qualified 501(c)(3) bonds or “unrelated or disproportionate” private business use) is exceeded, and contact bond counsel or other tax advisors if either of these limits appears to be exceeded.
6. Remediation if Limits Exceeded. If it appears that private business use limits are exceeded, immediately consult with bond counsel to determine if a remedial action is required with respect to nonqualified bonds of the issue under Treasury Regulation §1.141-12, or if the IRS should be contacted under its Voluntary Closing Agreement Program. If tax-exempt bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.141-12, such redemption or defeasance must occur within 90 days of the date a deliberate action is taken that results in a violation of the private business use limits.
7. Maintenance and Retention of Records Relating to Private Use. Retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons for the period indicated under Section J. below.

**F. MONITORING USE OF FACILITIES FINANCED WITH QUALIFIED PRIVATE ACTIVITY BONDS.** With respect to tax-exempt bonds that are not subject to the private activity bond limitations, but are subject to the limitations provided in the Code as to the qualifying use of proceeds and qualifying use of bond-financed facilities (e.g., exempt facility bonds, qualified small issue bonds and qualified redevelopment bonds), the Responsible Officer or other responsible person shall:

1. Identify Bond-Financed Facilities. Identify or “map” facilities that have been bond-financed and assure that use is for an appropriate purpose (e.g., airport facilities are being used for airport purposes).

2. Review of Contracts with Private Persons. If the bond-financed facilities are required to be governmentally owned, examine all leases, management contracts or other contracts with private persons to assure compliance with applicable safe-harbors for governmental ownership provided in the Code. Before amending an existing agreement or entering into any new lease, management or other contract, consult bond counsel to review such amendment or agreement to determine whether it complies with applicable safe harbors.
3. Establish Procedures to Monitor Use. Establish procedures to monitor that bond-financed facilities are not used for nonqualifying purposes. Require users of facilities to immediately notify the Responsible Officer or other responsible person if a change in use of the facilities is contemplated or occurs.
4. Remediation if Limitations Exceeded. If qualified use of facilities financed with tax-exempt bonds changes to a non-qualified use (e.g., use of airport facilities that is not for airport purposes), immediately consult with bond counsel to determine if a remedial action is required with respect to nonqualified bonds of the issue under Treasury Regulation §1.142-2, or if the IRS should be contacted under its Voluntary Closing Agreement Program. If tax-exempt bonds are required to be redeemed or defeased in order to comply with the remedial action rules under Treasury Regulation §1.142-2, such redemption or defeasance must occur within 90 days of the date an action is taken that causes the bonds to not be used for the qualifying purpose for which the bonds were issued.
5. Maintenance and Retention of Records Relating to Qualifying Use. Retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons for the period indicated under Section J. below.

**G. LOAN OF BOND PROCEEDS.** Consult bond counsel if a loan of proceeds of tax-exempt bonds is contemplated. If proceeds of tax-exempt bonds are permitted under the Code to be loaned to other entities and are in fact so loaned, require that the entities receiving a loan of bond proceeds institute policies and procedures similar to the Procedures to ensure that the proceeds of the loan and the facilities financed with proceeds of the loan comply with the limitations provided in the Code. Require the recipients of such loans to annually report to the Issuer ongoing compliance with the Procedures and the requirements of the Code.

**H. SPECIAL REQUIREMENTS APPLICABLE TO SPECIFIED TAX CREDIT BONDS.** The Code imposes certain additional special requirements that apply to the issuance of Specified Tax Credit Bonds. For Specified Tax Credit Bonds, ensure that the following are met:

1. Davis-Bacon. Pursuant to the terms of Section 1701 of the American Recovery and Reinvestment Tax Act of 2009, projects financed with Specified Tax Credit Bonds are subject to the prevailing wage requirements of Subchapter IV of Chapter 31 of Title 40, United States Code. Note that these requirements also apply to the issuance of Recovery Zone Economic Development Bonds.
2. Spending Requirements. Although these may seem similar to “temporary period requirements,” the “spending requirements” applicable to Specified Tax Credit Bonds are hard and fast rules that if not met may cause payments of the Subsidy on some or all of the Specified Tax Credit Bonds to be lost or revoked and will require redemption of such bonds. The spending requirements are as follows:
  - a. 100% of the sale proceeds and investment proceeds must be spent within the 3 year period beginning on the date of issuance (unless such period is extended as described below) (the “expenditure period”);
  - b. a binding commitment with a third party to spend at least 10 percent of the sale proceeds and investment proceeds (other than the amount spent on costs of issuance) (“available project proceeds”) will be incurred within the six month period beginning on the date of issuance;
  - c. to the extent less than 100% of available project proceeds are not spent by the end of the expenditure period for qualified purposes, the Issuer must redeem all of the “nonqualified bonds”) within 90 days after the end of the expenditure period (this should be done with the assistance of bond counsel);
  - d. the expenditure period may be extended beyond the initial three year period only by the U.S. Treasury upon the request of the Issuer, which request must establish that the failure to spend the available project proceeds within three years was due to a reasonable cause and that spending will continue with due diligence.
3. Sinking Funds. Special rules permit Specified Tax Credit Bonds to be structured with sinking funds that will not be subject to rebate. These sinking funds must be structured as follows:
  - a. the sinking fund may not be funded more rapidly than in equal monthly installments;
  - b. the sinking fund may only be funded in a manner reasonably expected to result in an amount not greater than the amount necessary to repay the bond issue; and
  - c. the yield on the investments in the sinking fund may not exceed the published permitted sinking fund yield for the sale date (which is set forth in the Tax Certificate).



4. Prohibition on Financial Conflicts of Interest. Upon the issuance of Specified Tax Credit Bonds, the Issuer certified that applicable State and local laws governing conflicts of interest were followed with respect to the bonds. If the U.S. Treasury prescribes additional conflicts of interest rules with respect to the Specified Tax Credit Bonds, such rules must also be satisfied.
5. Additional Rules Applicable to Specified Tax Credit Bonds. New clean renewable energy bonds, energy conservation bonds, qualified school construction bonds and qualified zone academy bonds each have their own set of specific and unique requirements that are applicable to the use of proceeds or eligibility as a Specified Tax Credit Bond. The Responsible Officer should consult the Tax Certificate and establish procedures for monitoring compliance with such specific requirements that are applicable to the Specified Tax Credit Bonds of the Issuer.

**I. ARBITRAGE AND REBATE COMPLIANCE.** The Responsible Officer or other responsible person shall:

1. Review Tax Certificate. Review each Tax Certificate to understand the specific requirements that are applicable to each tax-exempt bond issue.
2. Arbitrage Yield. Record the arbitrage yield of the bond issue, as shown on IRS Form 8038-G, 8038-B, 8038-TC or other applicable form. If the bonds are variable rate bonds, yield must be determined on an ongoing basis over the life of the bonds as described in the Tax Certificate.
3. Temporary Periods. Review the Tax Certificate to determine the “temporary periods” for each bond issue, which are the periods during which proceeds of bonds may be invested without yield restriction.
4. Post-Temporary Period Investments. Ensure that any investment of bond proceeds after applicable temporary periods is at a yield that does not exceed the applicable bond yield, unless yield reduction payments can be made pursuant to the Tax Certificate.
5. Monitor Temporary Period Compliance. Monitor that bond proceeds (including investment earnings) are expended promptly after the bonds are issued in accordance with the expectations for satisfaction of three-year or five-year temporary periods for investment of bond proceeds and to avoid “hedge bond” status.
6. Monitor Yield Restriction Limitations. Identify situations in which compliance with applicable yield restrictions depends upon later investments (e.g., the purchase of 0% State and Local Government Securities from the U.S. Treasury for an advance refunding escrow). Monitor and verify that these purchases are made as contemplated.

7. Establish Fair Market Value of Investments. Ensure that investments acquired with bond proceeds satisfy IRS regulatory safe harbors for establishing fair market value (e.g., through the use of bidding procedures), and maintaining records to demonstrate satisfaction of such safe harbors. Consult the Tax Certificate for a description of applicable rules.
8. Credit Enhancement, Hedging and Sinking Funds. Consult with bond counsel before engaging in credit enhancement or hedging transactions relating to a bond issue, and before creating separate funds that are reasonably expected to be used to pay debt service on bonds. Maintain copies of all contracts and certificates relating to credit enhancement and hedging transactions that are entered into relating to a bond issue.
9. Grants/Donations to Governmental Entities. Before beginning a capital campaign or grant application that may result in gifts that are restricted to bond-financed projects (or, in the absence of such a campaign, upon the receipt of such restricted gifts), consult bond counsel to determine whether replacement proceeds may result that are required to be yield restricted.
10. Bona Fide Debt Service Fund. Even after all proceeds of a given bond issue have been spent, ensure that the debt service fund meets the requirements of a “bona fide debt service fund,” i.e., one used primarily to achieve a proper matching of revenues with debt service that is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the debt service on the issue for the immediately preceding bond year. To the extent that a debt service fund qualifies as a bona fide debt service fund for a given bond year, the investment of amounts held in that fund is not subject to yield restriction for that year.
11. Debt Service Reserve Funds. Ensure that amounts invested in any reasonably required debt service reserve fund do not exceed the least of: (i) 10% of the stated principal amount of the bonds (or the sale proceeds of the bond issue if the bond issue has original issue discount or original issue premium that exceeds 2% of the stated principal amount of the bond issue plus, in the case of premium, reasonable underwriter’s compensation); (ii) maximum annual debt service on the bond issue; or (iii) 125% of average annual debt service on the bond issue.
12. Rebate and Yield Reduction Payment Compliance. Review the Arbitrage Rebate covenants contained in the Tax Certificate. Subject to certain rebate exceptions described below, investment earnings on bond proceeds at a yield in excess of the bond yield (i.e., positive arbitrage) generally must be rebated to the U.S. Treasury, even if a temporary period exception from yield restriction allowed the earning of positive arbitrage.

- a. Ensure that rebate and yield reduction payment calculations will be timely performed and payment of such amounts, if any, will be timely made. Such payments are generally due 60 days after the fifth anniversary of the date of issue of the bonds, then in succeeding installments every five years. The final rebate payment for a bond issue is due 60 days after retirement of the last bond of the issue. The Issuer should hire a rebate consultant if necessary.
  - b. Review the rebate section of the Tax Certificate to determine whether the “small issuer” rebate exception applies to the bond issue.
  - c. If the 6-month, 18-month, or 24-month spending exceptions from the rebate requirement (as described in the Tax Certificate) may apply to the bonds, ensure that the spending of proceeds is monitored prior to semi-annual spending dates for the applicable exception.
  - d. Make rebate and yield reduction payments and file Form 8038-T in a timely manner.
  - e. Even after all other proceeds of a given bond issue have been spent, ensure compliance with rebate requirements for any debt service reserve fund and any debt service fund that is not exempt from the rebate requirement (see the Arbitrage Rebate covenants contained in the Tax Certificate).
13. Maintenance and Retention of Arbitrage and Rebate Records. Maintain records of investments and expenditures of proceeds, rebate exception analyses, rebate calculations, Forms 8038-T, and rebate and yield reduction payments, and any other records relevant to compliance with the arbitrage restrictions for the period indicated in Section J. below.

**J. RECORD RETENTION.** The Responsible Officer or other responsible person shall ensure that for each issue of bonds, the transcript and all records and documents described in these Procedures will be maintained while any of the bonds are outstanding and during the three-year period following the final maturity or redemption of that bond issue, or if the bonds are refunded (or re-refunded), while any of the refunding bonds are outstanding and during the three-year period following the final maturity or redemption of the refunding bonds.

**Appendix C**  
**Community Facilities District Guidelines and Procedures**

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 17C.

Date Prepared: 6/3/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Katie Gregory, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Uniform Video Service License Agreement and Application

---

**Purpose:**

Discussion and possible action to: (a) approve a Uniform Video Service License Agreement and Application to comply with recent changes to Title 9, Chapter 13 of the Arizona Revised Statutes (A.R.S.) relating to video service; (b) authorize staff to amend the City Code; and (c) authorize the City Engineer or designee to execute the Uniform Video License Agreement on behalf of the City and to authorize minor deviations thereto upon showing good cause.

**Summary:**

Arizona Senate Bill 1140, passed into law in 2018 added Chapter 13 to Title 9 of the Arizona Revised Statutes, and declared Video Service Provider licensing a matter of statewide concern. The Arizona League of Cities and city staff worked with industry stakeholders and other municipalities to develop the Uniform Video Service Agreement, a standard form of Application, and Affidavit as prescribed by State Law. This action by the state legislature is designed to promote more uniform regulation across the State, but the management of right-of-way activities and local revenues associated with this type of use is preserved through municipal code provisions.

A comprehensive update to the City Code will be required to ensure all areas of right-of-way use, currently enforced through licensing, will be properly incorporated into the Code before the end of 2019 since the changes to State law allow incumbent cable operators to opt out of their current cable licenses and into the new Uniform Video Service License beginning January 1, 2020. Staff will bring the updated City Code back to Council for adoption before January 1, 2020.

**Key points include:**

- This does not affect any authority or police powers to deny, limit, restrict, or determine the terms and conditions for the use of or attachments by a video service provider.
- This does not affect or preempt any generally applicable local laws, including local government

police powers to manage the use and occupancy of roads, streets, alleys, and other dedicated public rights-of-way, or to exercise local police powers if the local laws are applied to all users in a nondiscriminatory manner.

- Local governments may require not more than two channels of public, educational or governmental access programming in the basic service tier of the video service network and not more than two channels of noncommercial governmental programming, at least one of which may be programmed by the Federal Government.
- Disputes regarding video license agreement are handled at the State level by the Office of Administrative Hearings. Local governments no longer have the authority to resolve subscriber and service complaints.
- The license requires the licensee to pay the license fees (5% of gross revenue). Local governments may audit the business books and records of a video service provider no more than once every three (3) years to ensure payment of license fees.
- State law also prohibits the assessment of a license application fee for video services providers operating under the uniform licensing. The application fee is currently prescribed in the fee schedule and is based in the amount of staff time used to negotiate license agreements. The uniform video service license eliminates negotiation activities. Local governments may not levy a tax, rent, fee, or charge, however denominated, on a video service provider for the use of the highways to provide video service.
- The term of the Uniform Video License may not exceed ten (10) years.
- If the local government determines that the application and affidavit are incomplete, the local government shall provide written notice to the application not later than fifteen (15) days after the date of filing the application and affidavit with the City Clerk's Office.
- No later than thirty (30) days after the applicant files a completed application and affidavit the local government shall issue a Uniform Video License to the applicant.
- Video service providers shall submit semiannual reports to local governments that identifies locations within the service area that receive video service. The information in the report is confidential proprietary information; is not a public record; and must be managed and protected as critical infrastructure information as provided by law. Local governments whose boundaries change, shall notify each Uniform Video provider.

The Uniform Video Service License Agreement was drafted in cooperation with industry stakeholders, a working group of Arizona municipalities, and the League.

**Previous Actions/Background:**

No previous actions.

**Options:**

**A:** Adopt a Uniform Video Service License Agreement, Application, and Affidavit pursuant to Title 9, Chapter 13 of the Arizona Revised Statutes.

**B:** Deny adoption of a Uniform Video Service License Agreement, Application, and affidavit pursuant to Title 9, Chapter 13 of the Arizona Revised Statutes. This is not recommended because the City of Peoria would not be in compliance with State Law.

**Staff Recommendation:**

Staff recommends to: 1) approve a Uniform Video Service License Agreement and Application to comply with recent changes to Title 9, Chapter 13 of the Arizona Revised Statutes (A.R.S.) relating to video service, 2) authorize staff to amend the City Code, and 3) authorize the City Engineer or designee to execute the Uniform Video License Agreement on behalf of the City and to authorize minor deviations thereto upon showing good cause.

**Fiscal Analysis:**

Federal law stipulates that local jurisdictions may assess cable operators 5% of their gross revenues for use of the right-of-way. SB1140 preserved that ability, with related amendments. These amendments could impact revenues, but it will not be known until providers begin operating under the new statutes.

**ATTACHMENTS:**

Video License Agreement

Video License Application

**Contact Name and Number:**

Dan Nissen, P.E., Deputy Engineering Director, (623) 773-7214



## UNIFORM VIDEO SERVICE LICENSE AGREEMENT

City Council Meeting Date: \_\_\_\_\_

This Uniform Video Service License Agreement ("License") is made on \_\_\_\_\_ ("Effective Date") by and between the City of Peoria, an Arizona municipal corporation ("Licensor") and \_\_\_\_\_, a \_\_\_\_\_ ("Licensee"). Licensor and Licensee may be individually referred to as "Party" and collectively referred to as "Parties".

### RECITALS

WHEREAS, Licensee has filed a completed application and affidavit under Arizona Revised Statutes ("A.R.S."), Title 9, Chapter 13, ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined in this License have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.
2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:
  - 2.1 The name of Licensee, its type of entity and its jurisdiction of formation.
  - 2.2 The address and telephone number of Licensee's principal place of business.
  - 2.3 The names, titles and addresses of Licensee's principal executive officers or general partners.
  - 2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.
3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.
  - 3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.
  - 3.2 Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statute and this License.
  - 3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5, Article 8.
4. Licensee Compliance with Law. Licensee must comply with and be subject to:
  - 4.1 All valid and enforceable federal and state laws.
  - 4.2 All generally applicable, nondiscriminatory Local Laws including, but not limited to, Peoria City Code Chapter 46, Divisions I and V, as amended, and City of Chandler standard terms and conditions applicable to all right-of-way use, which are incorporated into and made a part of this License by this reference.
  - 4.3 All public, education and government programming requirements of the Licensing Statute.
  - 4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.
  - 4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.



5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee may begin to provide Video Services under this License on the Effective Date. If Licensee is not an incumbent cable operator, Licensee may provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the Effective Date. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above will result in revocation of this License unless the Licensee establishes to the satisfaction of Licensor that such failure was for reasons beyond the Licensee's control as provided in the License.

6. License Fees. Licensee must pay the License Fees required under the Licensing Statute and all other lawful fees, taxes, and charges imposed by Licensor. The initial rate of the License Fee will be five percent of Gross Revenue.

7. Federal Filing Requirement. Licensee must file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. This License expires ten (10) years from the Effective Date.

9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

**Licensor**

City of Peoria, an Arizona municipal corporation

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Licensee**

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

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

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ on behalf of Licensee.

(Seal)

Notary Public

**EXHIBIT A**  
[Information about Licensee]

**I. Licensee:**

Date:		
Applicant's Name:		
Principal Place of Business		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

**II. Licensee's principal executive officers or general partners:**

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

**III. Person(s) authorized to represent Licensee before Local Government:**

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

**EXHIBIT B**  
[Service Area]



**City of Peoria**

**APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE**

(Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

**Local Government:** City of Peoria

**I. Applicant:**

Date:			
Applicant's Name:			
Principal Place of Business:		Address:	
City:		State:	Zip:
Type of Entity:		Jurisdiction of Formation:	Email:

**II. Applicant's principal executive officers or general partners:**

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

**III. Person(s) authorized to represent Applicant before City of Peoria:**

Name:		Title:	
Address:			
Phone:	Fax:	Email:	

Name:		Title:	
Address:			
Phone:	Fax:	Email:	

**IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):**

- Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).
- Applicant is **not** an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

<b>Date:</b>
--------------

**V. For All Applications:**

**A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.**

**B. The term of the uniform video service license shall be (not to exceed ten years):**

Years
-------

**C. Applicant agrees to pay all lawful fees and charges imposed by City of Peoria as provided in Arizona Revised Statutes, Section 9-1414(B)(4).**

**D. Applicant agrees to notify City of Peoria in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).**

**E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards. (Use attachment if more space is required.)**

<b>The Service Area consists of all the territory within the Boundaries of City of Peoria:</b>
--

***Applicant Verification***

I, \_\_\_\_\_, of lawful age, and being first duly sworn, now states: As an officer of Applicant, I am authorized to and do hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

<i>Name and Title (printed):</i>	
<i>Signature:</i>	<i>Date:</i>

***Local Government Receipt***

The foregoing Application and Affidavit for Uniform Video Service License was received by City of Peoria this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_; at \_\_\_\_\_.

**City of Peoria, an Arizona municipal corporation (“Local Government”)**

_____
By
_____
Print Name
_____
Title
_____
Address
_____
City, State, Zip
_____
Phone
_____
Fax
_____

---

Email

---

Date

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 18C.

Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

**THROUGH:** Katie Gregory, Deputy City Manager

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

**SUBJECT:** License for Public Art, New River Trailhead, 83rd Avenue and Village Parkway

---

**Purpose:**

Discussion and possible action to adopt **RES. 2019-99** authorizing the City Manager to execute a Revocable License for Public Art for the placement of a mural on a privately owned wall at the New River Trailhead at Westbrook Village on the east side of 83rd Avenue at the Village Parkway alignment.

**Summary:**

During the design phase of the New River Trailhead, it was identified that this location would be ideal for placement of a wall mural. Staff looked at several options for placement of the mural on the site but due to the material being used for the mural options were limited and subsequently narrowed down the placement to a portion of the wall owned by US Storage Facility that faces 83<sup>rd</sup> Avenue.

Property ownership for the US Storage Facility changed hands during the construction phase of the trailhead. Staff has had ongoing communication with the owners, both past and present, and we were able to come to an agreement on the terms of the license agreement allowing the placement of the mural on a portion of their wall.

**Previous Actions/Background:**

During the summer of 2017, the Peoria Arts Commission approved the wall mural by Gallery 37 for future placement at the New River Trailhead.

**Options:**

**A:** City Council authorizes the execution and recordation of the Revocable License for Public Art with Westport Peoria Phoenix Self Storage LLC for the placement of a wall mural at the New River Trailhead.

**B:** City Council chooses not to authorize entering into the license agreement resulting in staff

searching for an alternate location for the wall mural.

**Staff Recommendation:**

Staff recommends that City Council approve the adoption of the attached Resolution authorizing the execution and recordation of the Revocable License for Public Art for the placement of a wall mural at the New River Trailhead.

**Fiscal Analysis:**

There is no fiscal impact to the City associated with entering into this license agreement. Maintenance costs for the mural and/or the trailhead side of the block wall that the mural is placed on will be supported by the Neighborhood and Human Services Department.

**ATTACHMENTS:**

Vicinity Map

Location Map

Resolution

Resolution Exhibit - License

**Contact Name and Number:**

Adina Lund, Development & Engineering Department, (623) 773-7249



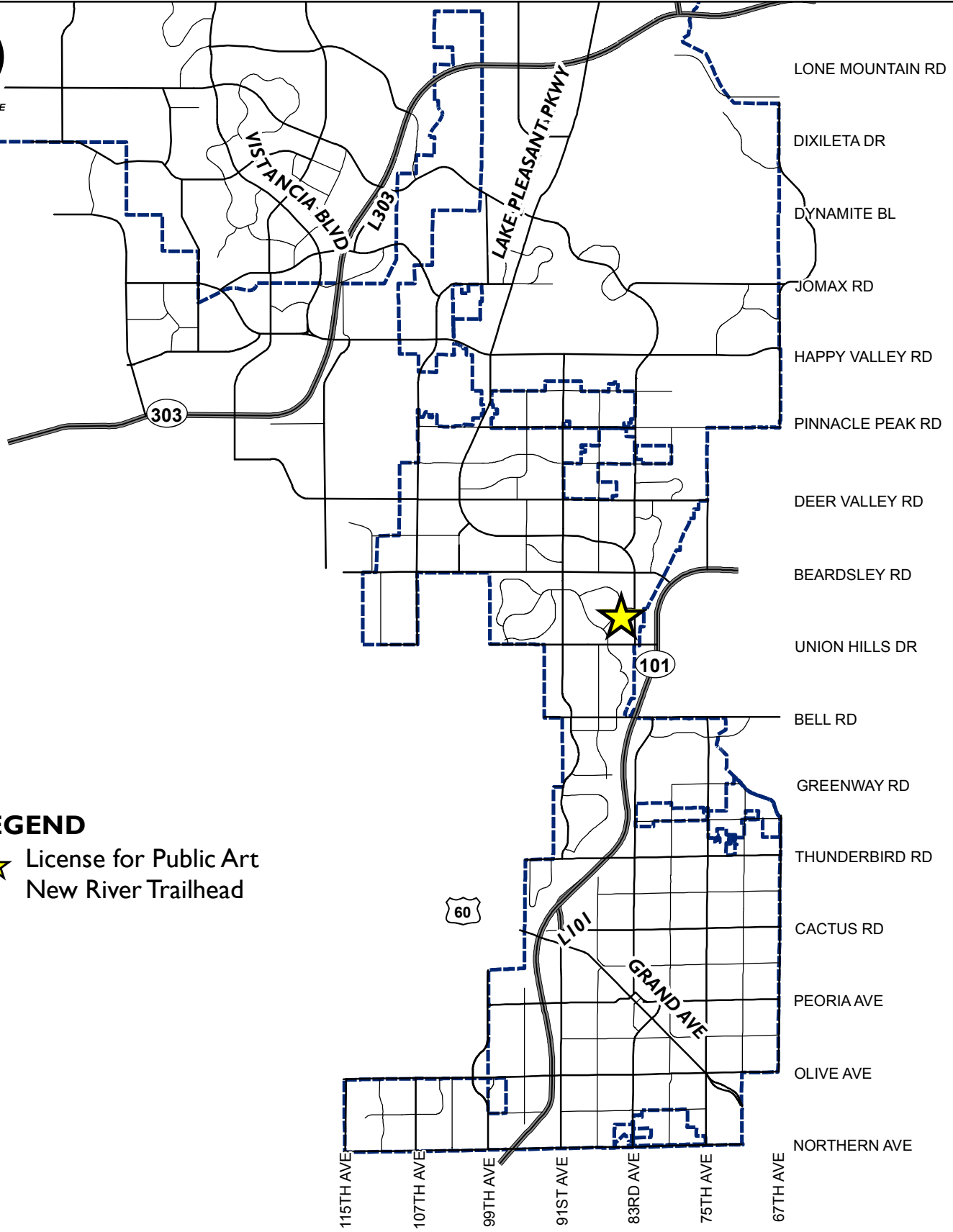


**City of Peoria**  
DEVELOPMENT AND ENGINEERING


License for Public Art  
New River Trailhead  
83rd Avenue and Village Parkway  
**Vicinity Map**



NOT TO SCALE



**LEGEND**

-  License for Public Art  
New River Trailhead



**VILLAGE PKWY**

**83RD AVE**



**LEGEND**



License Area



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

RESOLUTION NO. 2019-99

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE ENTERING INTO A REVOCABLE LICENSE AGREEMENT WITH WESTPORT PEORIA PHOENIX SELF STORAGE LLC FOR A WALL MURAL AT THE NEW RIVER TRAILHEAD.

WHEREAS, the City is desirous of placing a wall mural at the New River Trailhead and the adjacent property owner, Westport Peoria Phoenix Self Storage LLC is agreeable to entering into a license agreement allowing the City to install and maintain the wall mural on the block wall owned by Westport located at 83<sup>rd</sup> Avenue and Village Parkway.

WHEREAS, Pursuant to Article I, Section III of the Peoria City Charter, the City Council may acquire property within or without its corporate limits for any city purposes in fee simple or lesser interest or estate by purchase, gift, devise, lease or condemnation; and

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the entering into the Revocable License for Public Art identified in "Exhibit A", and authorize the City Manager to execute any and all the documents necessary to carry out the transaction; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize entering into the license agreement identified in "Exhibit A", and authorize the City Manager to execute the documents necessary to carry out the transaction.

Resolution No. 2019-99  
Revocable License for Public Art  
June 18, 2019  
Page 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 18<sup>th</sup> day of June, 2019.

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

ATTACHMENT:

1. Revocable License for Public Art



## REVOCABLE LICENSE FOR PUBLIC ART

This Revocable License for Public Art ("License") is for the installation and ongoing maintenance of Public Art (as defined below), and is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between **Westport Peoria Phoenix Self Storage, LLC.**, a Delaware limited liability company doing business as **US Storage Centers** ("Owner") and the **City of Peoria**, an Arizona municipal corporation organized and existing under the laws of the State of Arizona ("City"). The Owner and the City are collectively referred to as the "Parties" or sometimes individually as a "Party."

### RECITALS

A. The Owner covenants that it owns the property located at 19315 N. 83<sup>rd</sup> Avenue, Peoria, Arizona, as described in the Legal Description attached as Exhibit A ("Property"). The Owner warrants and represents that it is duly authorized to enter into this License, grant the rights and privileges expressed herein, and execute and deliver the obligations expressed herein.

B. The City constructed the New River Trailhead at Westbrook Village ("Trailhead") on the northwest side of the Property. The Trailhead is a public amenity that will include vehicle parking, shade ramada, drinking fountain, landscaping, and public art. It will serve as a connection point to the New River Trail that runs along the New River to the east of the Property and provide parking and a rest-node for trail users.

C. The public art at the Trailhead will be in the form of a mural, painted on a metal base ("Public Art") and mounted on the wall owned by the Owner, on the side facing the Trailhead.

D. The City desires, and the Owner agrees, to grant the City a revocable license to mount the Public Art on the Owner's wall at the Property and to maintain the side of the wall containing Public Art, as well as maintain the Public Art mounted on the wall.

E. The Parties believe the rights and covenants set forth in this License are mutually beneficial.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the Parties agree to the mutual promises, covenants, and agreements hereinafter contained, and each act of the Parties hereto, including the foregoing Recitals which are incorporated by reference, and as follows:

#### 1. Public Art License.

a. Revocable License. The Owner hereby grants to the City a nonexclusive revocable license for the sole purpose of providing use/access to the Trailhead side of the existing masonry wall at the Property, as depicted on Exhibit "B" attached hereto, for purposes of installation, mounting, placement and ongoing maintenance and repair of the Public Art. Selection of the mural artist and the content of the mural are at the City's sole cost and discretion. The City understands, acknowledges, and agrees this License does not create an interest or estate in the Property or the wall that contains the Public Art, and that no amount of expenditure of money, time, or labor will create a vested right in the Property or the wall. The Owner retains legal

possession, and with this License merely grants a non-exclusive revocable license to the City to enter, place and maintain the Public Art.

b. Modifications. The Owner agrees that it will not cause any modifications, changes or additions to be made to the Public Art without prior written consent from the City, provided that, Owner shall have no obligation to provide security measures to protect the Public Art from potential perils.

c. Damage to Mural. The City agrees that, in the event the Public Art is damaged, it will make every reasonable effort to promptly repair, at its sole cost and expense, any damage caused to the mural, except the City shall not be responsible for any repair or damage caused or actively allowed by the Owner, the Owner's successor(s), employees, agents, assigns, or contractors.

d. Graffiti. The City will be responsible for maintenance, damage, or removal of graffiti that occurs on the Trailhead side along the length of the masonry wall on the Property, and for repairs to the walls that originate on the Trailhead side (e.g., damage to the wall resulting from the installation or maintenance of the Public Art). The City is not responsible for maintenance, damage, or removal of graffiti that occurs on the non-Trailhead side along the length of the masonry wall, and for repairs to the Wall that do not originate from the Trailhead side.

e. Property Maintenance. Except as specified in this License, the City is not responsible for maintaining or repairing the Property.

2. Owner Indemnification. The Owner shall indemnify, defend, and hold harmless the City, its directors, officers, officials, employees, and agents ("City Indemnified Parties"), for, from and against all claims, demands, suits and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person including, but not limited to, employees of the City, or to property, to which the Owner, its directors, officers, employees, or agents may be put or subject to by reason of (i) any act or omission by the Owner, or any of its directors, officers, employees, agents, or contractors relating to the Owner's actions under this License by any person or entity, including but not limited to the Owner and the Owner's employees, agents, or contractors; or (ii) any failure on the part of the Owner, or any of its directors, officers, employees, or agents to fulfill its obligations under this License, except to the extent that any loss, damage, expense, and liability is attributable to the negligent or willful acts and misconduct of any of the City Indemnified Parties. The provisions of this Section shall survive revocation and/or termination of this License.

3. City Indemnification. The City shall indemnify, defend, and hold harmless the Owner, its members, officers, officials, employees, property manager and agents ("Owner Indemnified Parties"), for, from and against all claims, demands, suits and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, to which the Owner Indemnified Parties may be put or subject to by reason of (i) any act or omission by the City, or any of its directors, officers, employees, or agents relating to the City's actions under this License by any person or entity, including but not limited to the City and the City's employees, agents, contractors, or invitees; or (ii) any failure on the part of the City, or any of its directors, officers, employees, or agents to fulfill its obligations under this License, except to the extent that any loss, damage,



expense, and liability is attributable to the gross negligence or willful acts and misconduct of the Owner Indemnified Parties, its directors, officers, employees, and agents. The provisions of this Section shall survive revocation and/or termination of this License.

4. Relationship of the Parties. It is acknowledged and understood that this License does not create any partnership, joint venture or agency relationship between the City and the Owner. No term or provision of this License is intended to, or will be, for the benefit of any other person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation will have any right or cause of action hereunder, whether as a third-party beneficiary or otherwise, unless stated herein.

5. Amendment of the License. This License may only be amended, in whole or in part, with the mutual written consent of the Parties hereto

6. Termination/Revocable License. This License is terminable and revocable upon sixty (60) days' written notice, with or without cause, by either Party hereto. On or before such termination, the City shall remove the Public Art at its sole cost and expense, and shall repair the wall at its sole cost and expense to the same condition that existed immediately prior to the installation of the Public Art.

7. Emergencies. In the event of any emergency, Owner shall have the right but not the obligation, at any time to take any and all measures, including inspection, repair, or removal of the Public Art, as may be necessary or desirable for the safety protection, or preservation of the Property, or in order to comply with all laws, orders, or requirements of governmental or other authority.

8. Term. This License shall continue in perpetuity, unless terminated pursuant to Section 6. However, Sections 2 and 3 (Indemnification) of the License shall survive revocation and termination of this License.

9. Assignment. City may not assign its rights under this License without the express prior written consent of Owner, which consent may be withheld in its sole and absolute discretion.

#### GENERAL PROVISIONS

A. Cancellation. This License is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

B. Counterparts. This License may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

C. Entire Agreement. This License constitutes the entire agreement between the Parties relating to this issue and will not be changed or added to except in the manner provided herein. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, other than specifically incorporated herein by reference, are superseded by this License.

D. Governing Law. This License 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 License will be brought in a court of competent jurisdiction in Maricopa County, Arizona.

E. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be deemed to have been given within three calendar days after the same has been mailed by registered or certified mail, postage prepaid, or within two calendar days after delivery by a nationally recognized overnight courier services (e.g., UPS, Federal Express) or personally delivered to the respective party, at the address shown below, or at such other address as either party may from time to time designate in writing to the other:

To Owner: Westport Peoria Phoenix Self Storage, LLC:  
2201 Dupont Dr., Ste. 700  
Irvine, CA 92612  
Attention: Mike Brady

With a copy to: Peter M. Watson, Esq.  
2201 Dupont Dr., Ste. 700  
Irvine, CA 92612

To Peoria: Community Services Director  
City of Peoria  
8401 W. Monroe St  
Peoria, AZ 85345

With a copy to: City Attorney  
City of Peoria  
8401 W. Monroe St  
Peoria, AZ 85345

F. Insurance. The City shall maintain adequate insurance coverage for the purposes of this License. The insurance policies required must be written by insurance companies with an A.M. Best's Key Rating Guide of A- or better, authorized to do business in the State of Arizona, and must be written on an occurrence basis or in a form satisfactory to City. The City shall cause each required insurance policy to be written to provide that the insurance company waives all rights of recovery by way of subrogation, and shall name Owner as an additional insured to such policies. The Owner acknowledges and agrees that self insurance is adequate to meet the requirements of this section.

G. Compliance. The Parties acknowledge and agree to comply with all state, federal, and local laws applicable to its performance under this License and cause its employees, agents, representatives and subcontractors to comply with applicable laws. Both Parties agree to promptly notify the other if it becomes aware of a violation of any laws relating to this License.



H. Disputes. Any dispute regarding License, the Parties agree to informally address the dispute within 30 calendar days written notification by either Party. After receipt of such written notice of dispute, an informal meeting shall be scheduled to allow the Party with the dispute the opportunity to explain the nature of the dispute and seek resolution. If the meeting does not resolve the dispute, the Party with the dispute may seek to resolve the dispute utilizing any available legal means or remedies.

I. Defaults. A breach of this License occurs if any of the covenants, obligations, agreements, conditions or undertakings to be kept, observed or performed by either Party continues for 30 calendar days after notice of it in writing. If either Party voluntarily files any petition, or have an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter; or if a trustee or receiver is appointed; or if any court has taken jurisdiction of a major portion of the Property in any involuntary proceeding for dissolution, liquidation or winding up of the Owner and such jurisdiction is not relinquished or vacated within 60 calendar day; or the Owner makes an assignment for the benefit of its creditors. Any uncured default may lead to breach and termination of this License, and the right to invoke any right or remedy by law or in equity or by statute or otherwise. The prevailing party may recover reasonable attorney's fees and costs.

J. Severability. If any provision of this License is declared void, unenforceable or against public policy, such provision is deemed stricken and severed from this License, with the remainder shall remain in full force and effect.

Westport Peoria Phoenix Self Storage, LLC, a Delaware  
limit liability company

By: Westport Properties, Inc., a California corporation  
Its Manager

By \_\_\_\_\_  
Its: \_\_\_\_\_ Date

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

By \_\_\_\_\_  
Jeff Tyne Date  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

EXHIBIT "A"  
Property Legal Description

Parcel No. 1 – APN 231-11-095

Lot 12, NEW RIVER COMMERCE PARK, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 590 of Maps, Page 45.

Parcel No. 2 – APN 200-30-005W

That portion of the Southwest quarter of Section 26, Township 4 North, Range 1 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

BEGINNING at the Northwest corner of said Southwest quarter;

Thence along the North line of the Southwest quarter, North 89 degrees 58 minutes 32 seconds East, 302.85 feet, to a ½ inch rebar, said point being the most Northerly Northwest corner of the land described in Document No. 83-327624;

Thence South 00 degrees 14 minutes 28 seconds West, 151.94 feet to the true point of beginning;

Thence continuing South 00 degrees 14 minutes 28 seconds West, 30.00 feet;

Thence South 89 degrees 58 minutes 32 seconds West 125.60 feet;

Thence North 00 degrees 32 minutes 00 seconds West 30.00 feet;

Thence North 89 degrees 58 minutes 32 seconds East, 126.00 feet to the TRUE POINT OF BEGINNING.



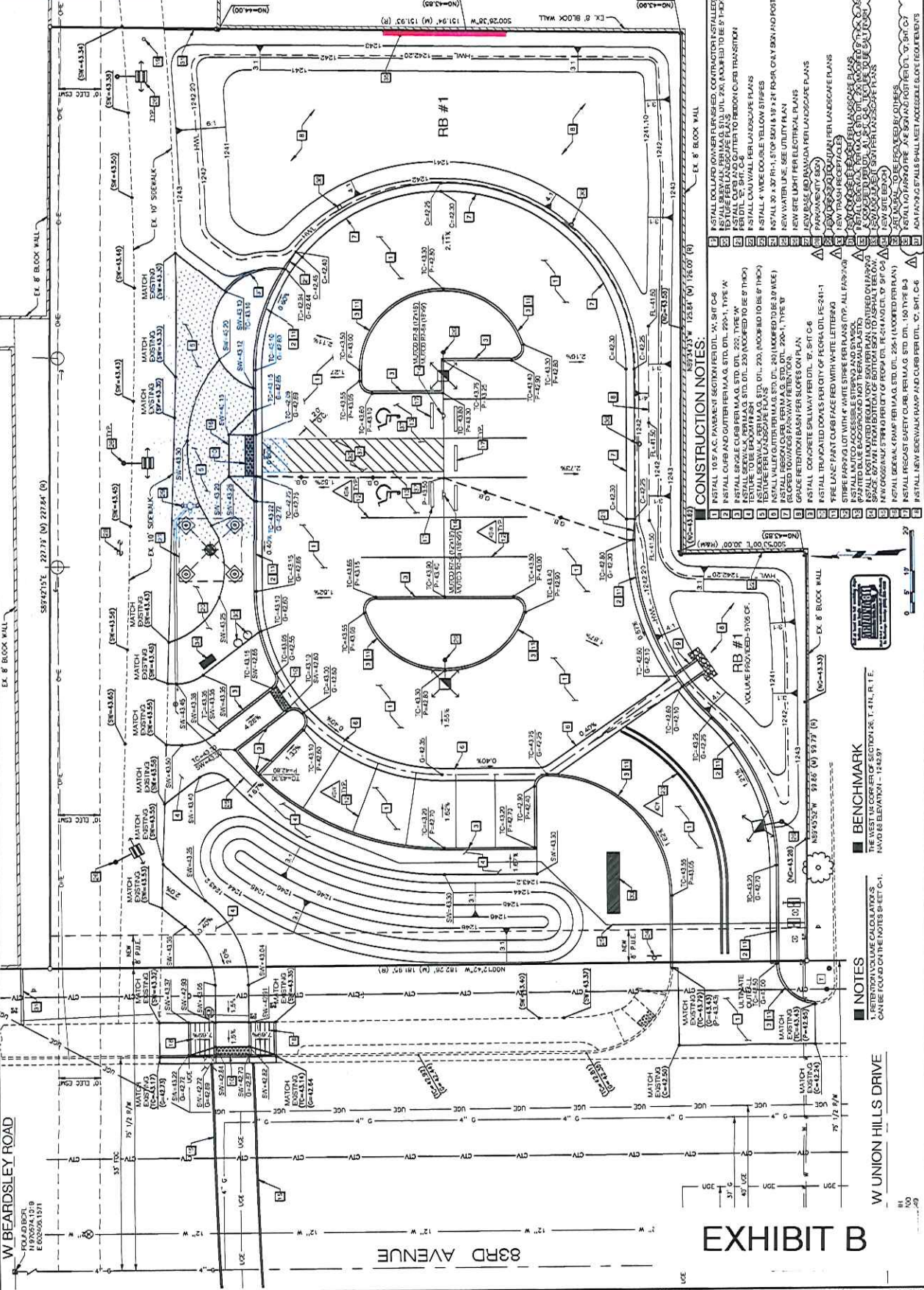


CITY OF PEORIA  
COMMUNITY SERVICES  
DEPARTMENT  
907 N. BETH AVENUE  
PEORIA, AZ 85604

DATE: 8/2017	CHK:	DRAWN: TS	REV: DESCRIPTION
12/21/17			CITY COMMENTS

DATE: DECEMBER 14, 2017	PROJECT DESCRIPTION:
	WESTRHOOK VILLAGE AT NEW RIVER TRAILHEAD AT PAYING AND GRADING PLAN

DATE: 12/20/17  
SHEET NO. C-3 OF 27  
DRAWING NO. 170073



**CONSTRUCTION NOTES:**

1. INSTALL 10.5" A.C. PAVEMENT SECTION PER DTL. W. SHT. C-6
2. INSTALL CURB AND GUTTER PER M.A.G. STD. DTL. 225-1, TYPE "A"
3. INSTALL SINGLE CURB PER M.A.G. STD. DTL. 222, TYPE "W"
4. INSTALL DOUBLE CURB PER M.A.G. STD. DTL. 223, TYPE "W"
5. INSTALL VALLEY GUTTER PER M.A.G. STD. DTL. 220, (MODIFIED TO BE 8" THICK)
6. INSTALL PERFORATED GUTTER PER M.A.G. STD. DTL. 220, (MODIFIED TO BE 3/8" WEE)
7. INSTALL 10" DEEP CONCRETE BASE PER SLOPES ON PLAN
8. GRADE RETENTION BARRIERS PER SLOPES ON PLAN
9. INSTALL TRUNCATED DOWNS FOR CITY OF PEORIA DTL. FE-241-1
10. THE LANE PAINT CURB FACE RED WITH WHITE LETTERING
11. STREPE PARKING LOT WITH "P" WHITE STREPE PER PLANS (M.P. ALL PARKING)
12. INSTALL 10" DEEP CONCRETE BASE PER SLOPES ON PLAN
13. INSTALL 10" DEEP CONCRETE BASE PER SLOPES ON PLAN
14. INSTALL 10" DEEP CONCRETE BASE PER SLOPES ON PLAN
15. INSTALL 10" DEEP CONCRETE BASE PER SLOPES ON PLAN
16. INSTALL 10" DEEP CONCRETE BASE PER SLOPES ON PLAN
17. INSTALL 10" DEEP CONCRETE BASE PER SLOPES ON PLAN
18. INSTALL 10" DEEP CONCRETE BASE PER SLOPES ON PLAN
19. INSTALL 10" DEEP CONCRETE BASE PER SLOPES ON PLAN
20. INSTALL 10" DEEP CONCRETE BASE PER SLOPES ON PLAN



**BENCHMARK**  
THE WEST CORNER OF SECTION 26, T. 41N, R. 1E.  
NAVD 88 ELEVATION = 1142.97'

**NOTES**  
1. REFER TO VALUE CALCULATORS  
CAN BE FOUND ON THE NOTES SHEET C-1.

**W UNION HILLS DRIVE**

**EXHIBIT B**

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 19C.

Date Prepared: 6/3/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

**THROUGH:** Katie Gregory, Deputy City Manager

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

**SUBJECT:** Maintenance Improvement District No. 1235, Granite Hills, Ridgeline Road and Dysart Road

---

**Purpose:**

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2019-86** intention and ordering the formation of proposed Maintenance Improvement District No.1235, Granite Hills, located at Ridgeline Road and Dysart Road; and adopt **RES. 2019-87** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

**Summary:**

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

Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1235, Granite Hills, located at NEC of Ridgeline Road and Dysart Road. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2020, the residents will have a line item of \$0.00 on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts until such time the Homeowner's Association fails. In accordance with state statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

## **Previous Actions/Background:**

The final plat for Granite Hills was approved by the City on May 21, 2019 and recorded with the County.

## **Options:**

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

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

## **Staff Recommendation:**

Staff recommends the approval of the Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1235, Granite Hills, located at NEC of Ridgeline Road and Dysart Road as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

## **Fiscal Analysis:**

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

## **ATTACHMENTS:**

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

## **Contact Name and Number:**

Adina Lund, Development and Engineering Director, (623) 773-7249

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

[ 1235 ]  
MID#

[ GRANITE HILLS ]  
Subdivision Name

To: Honorable Mayor and Council  
City of Peoria, Arizona


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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 39.917 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
  - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
  - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
  - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
  - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.



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

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

<u>LOUNRY COMPANY LLC</u> <u>PEORIA PEAKS LLC</u> Print Property Owner Name <u>JONATHAN BASTIANEWI</u> Print Name  Signature <u>SCOTTSPALE ARIZONA 05258</u> <u>AUTHORIZED AGENT FOR TAYLOR MORRISON / ARIZONA INC</u>	Date: <u>3/1/2019</u>	Property (Tax Parcel Numbers) <u>503-52-037A</u> <u>503-52-037B</u> <u>503-52-037C</u>
_____ Print Property Owner Name _____ Print Name _____ Address _____ Signature	Date: _____	Property (Tax Parcel Numbers) _____

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an  
ARIZONA MUNICIPAL CORPORATION

ATTEST:

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

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

APPROVED AS TO FORM:

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



RESOLUTION NO. 2019-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1235, GRANITE HILLS, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

**Section 1. Definitions.**

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

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

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

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

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

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

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

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

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1235 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

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

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

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

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT No. 1235

The Mayor and Council of the City of Peoria, Arizona designate as parkways, those areas set forth on Exhibit "B" Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the Plans and Specifications hereby approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1235.

**Section 3. Determination of Need.**

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

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

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

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

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

**Section 6. Officers Not Liable.**

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

**Section 7. Annual Statement.**

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

**Section 8. Statutory Authority.**

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

**Section 9. Delegation of Authority.**

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 18<sup>th</sup> day of June, 2019.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

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

Resolution No. 2019-86  
MID 1235, Granite Hills  
June 18, 2019  
Page 6 of 10 Pages

### CERTIFICATION OF CITY ENGINEER

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

---

Adina Lund, Engineering Director

### CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2019-86 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on June 18, 2019 and that a quorum was present there and that the vote thereon was \_\_\_\_\_ ayes and \_\_\_\_\_ nays. \_\_\_\_\_ were no vote or absent.

---

City Clerk, City of Peoria

December 27, 2018

LEGAL DESCRIPTION FOR  
GRANITE HILLS

The Southeast Quarter of the Southeast Quarter of Section 27, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the G.L.O. Brass Cap marking the Southeast Corner of said Section 27, from which the G.L.O. Brass Cap marking the South Quarter Corner of said Section 27 bears North 89°49'33" West, a distance of 2,633.84 feet

Thence North 89°49'33" West, along the South line of the Southeast Quarter of said Section 27, a distance of 1,316.92 feet to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 27;

Thence North 00°14'17" East, along the West line of the Southeast Quarter of the Southeast Quarter of said Section 27, a distance of 1,320.92 feet to the Northwest Corner thereof;

Thence South 89°46'18" East, along the North line of the Southeast Quarter of the Southeast Quarter of said Section 27, a distance of 1,317.04 feet to the Northeast Corner thereof;

Thence South 00°14'36" West, along the East line of the Southeast Quarter of said Section 27, a distance of 1,319.67 feet to the True Point of Beginning.

Containing 1,738,801 Square Feet or 39.917 Acres, more or less.



**EXHIBIT "B"**

**IS ON FILE IN THE**

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





**CITY OF PEORIA, ARIZONA  
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1235, GRANITE HILLS.

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

On the 18<sup>th</sup> day of June, 2019 the Mayor and Council of the City of Peoria adopted Resolution No. 2019-87; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1235, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Maintenance Improvement District No. 1235 may be obtained by contacting Ms. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

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

RESOLUTION NO. 2019-87

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1235, GRANITE HILLS; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1235.

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

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

of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1235 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1235 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1235 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1235.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1235 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

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

Resolution No. 2019-87  
MID 1235, Granite Hills  
June 18, 2019  
Page 3 of 6 Pages

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 18<sup>th</sup> day of June, 2019.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

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

December 27, 2018

LEGAL DESCRIPTION FOR  
GRANITE HILLS

The Southeast Quarter of the Southeast Quarter of Section 27, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the G.L.O. Brass Cap marking the Southeast Corner of said Section 27, from which the G.L.O. Brass Cap marking the South Quarter Corner of said Section 27 bears North 89°49'33" West, a distance of 2,633.84 feet

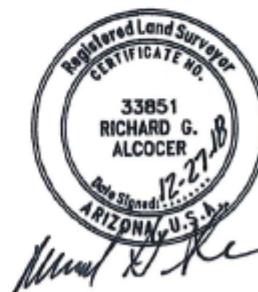
Thence North 89°49'33" West, along the South line of the Southeast Quarter of said Section 27, a distance of 1,316.92 feet to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 27;

Thence North 00°14'17" East, along the West line of the Southeast Quarter of the Southeast Quarter of said Section 27, a distance of 1,320.92 feet to the Northwest Corner thereof;

Thence South 89°46'18" East, along the North line of the Southeast Quarter of the Southeast Quarter of said Section 27, a distance of 1,317.04 feet to the Northeast Corner thereof;

Thence South 00°14'36" West, along the East line of the Southeast Quarter of said Section 27, a distance of 1,319.67 feet to the True Point of Beginning.

Containing 1,738,801 Square Feet or 39.917 Acres, more or less.



**EXHIBIT "B"**

**IS ON FILE IN THE**

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

**LEGAL DESCRIPTION**

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA RIVER BASIN AND MERRIAM WATERSHED, MARICOPA COUNTY, ARIZONA, MORE OR LESS, ACCORDING TO THE FOLLOWING:

RECEIVED AT THE GILA BASIN CLAY MANUFACTURING SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA RIVER BASIN AND MERRIAM WATERSHED, MARICOPA COUNTY, ARIZONA, MORE OR LESS, ACCORDING TO THE FOLLOWING:

SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA RIVER BASIN AND MERRIAM WATERSHED, MARICOPA COUNTY, ARIZONA, MORE OR LESS, ACCORDING TO THE FOLLOWING:

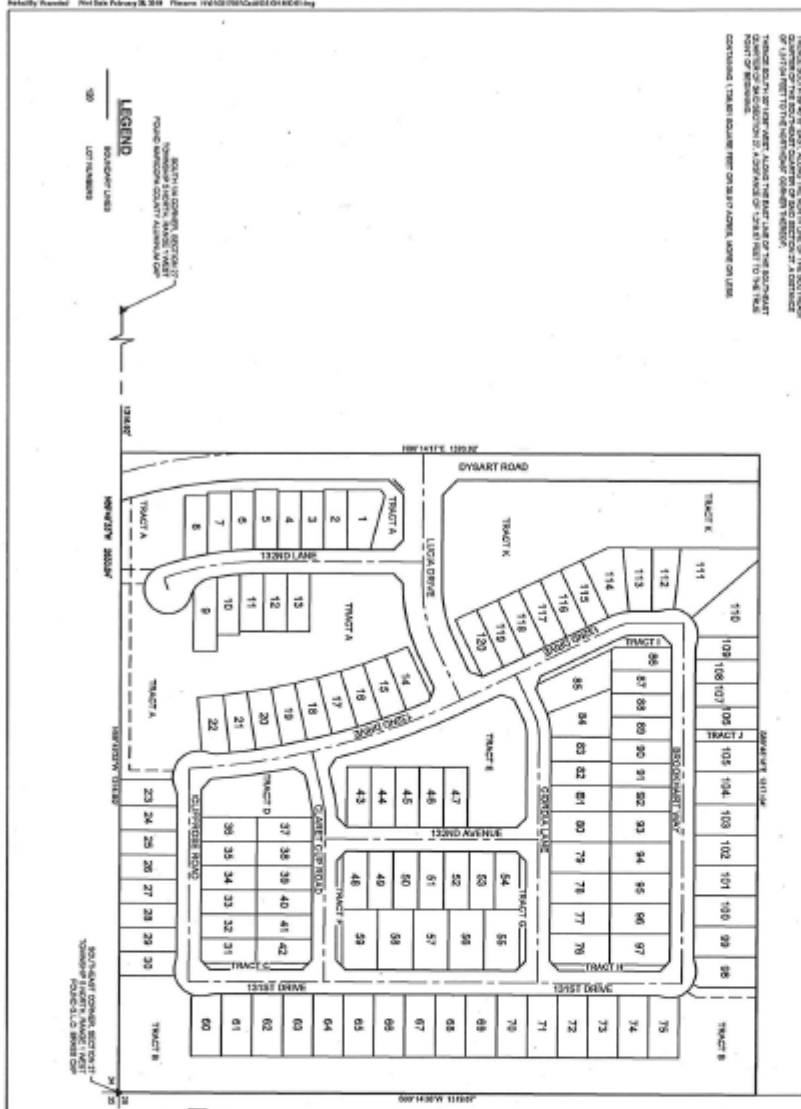
SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA RIVER BASIN AND MERRIAM WATERSHED, MARICOPA COUNTY, ARIZONA, MORE OR LESS, ACCORDING TO THE FOLLOWING:

**ASSESSMENT DIAGRAM  
 MAINTENANCE IMPROVEMENT DISTRICT # 1235**



**GRANITE HILLS**

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA RIVER BASIN AND MERRIAM WATERSHED, MARICOPA COUNTY, ARIZONA.



**LEGEND**

SOUTH W/4 CORNER SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA RIVER BASIN AND MERRIAM WATERSHED, MARICOPA COUNTY, ARIZONA

BOUNDARY LINES

LEFT NUMBER



TRACT	AREA	DESCRIPTION
TRACT K	3.86 ACRES	PUBLIC USE - COMMERCIAL RECREATION DEVELOPMENT
TRACT I	1.46 ACRES	PUBLIC USE - COMMERCIAL RECREATION DEVELOPMENT
TRACT H	2.60 ACRES	PUBLIC USE - COMMERCIAL RECREATION DEVELOPMENT
TRACT G	2.60 ACRES	PUBLIC USE - COMMERCIAL RECREATION DEVELOPMENT
TRACT F	2.60 ACRES	PUBLIC USE - COMMERCIAL RECREATION DEVELOPMENT
TRACT E	2.60 ACRES	PUBLIC USE - COMMERCIAL RECREATION DEVELOPMENT
TRACT D	2.60 ACRES	PUBLIC USE - COMMERCIAL RECREATION DEVELOPMENT
TRACT C	2.60 ACRES	PUBLIC USE - COMMERCIAL RECREATION DEVELOPMENT
TRACT B	2.60 ACRES	PUBLIC USE - COMMERCIAL RECREATION DEVELOPMENT
TRACT A	2.60 ACRES	PUBLIC USE - COMMERCIAL RECREATION DEVELOPMENT
TOTAL	11.44	

**CERTIFICATION**

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original record of the City of Phoenix, Arizona, and that the same has been filed for record in the office of the County Recorder of Maricopa County, Arizona, and that the same has been returned to the undersigned.

**CITY OF PHOENIX**



MAINTENANCE I.D. # 1235

DATE: 1/13/19

SCALE: 1"=40'

**CM**

CONSTRUCTION MANAGEMENT

1000 N. CENTRAL AVENUE, SUITE 1000  
 PHOENIX, ARIZONA 85004



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 20C.

Date Prepared: 6/3/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

**THROUGH:** Katie Gregory, Deputy City Manager

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

**SUBJECT:** Street Light Improvement District No. 1142, Granite Hills, Ridgeline Road and Dysart Road

---

**Purpose:**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2019-88** intention and ordering the formation of proposed Street Light Improvement District No. 1142, Granite Hills, located at Ridgeline Road and Dysart Road; and adopt **RES. 2019-89** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

**Summary:**

The purpose of the Streetlight Improvement District is for the purchase of electricity for lighting the streets and public parks within the proposed district.

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1142, Granite Hills, located at NEC of Ridgeline Road and Dysart Road. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then immediately adopt a Resolution Ordering the improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2020, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. In accordance with state statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

**Previous Actions/Background:**

The final plat for Granite Hills was approved by the Council on May 21, 2019.

**Options:**

**A:** the Street Light Improvement District has been approved through the Development and Engineering Department. An option would be to not accept the proposed Street Light Improvement District. It should be noted that not approving the Street Light Improvement District will prevent the purchase of electricity for lighting the streets and public parks within the proposed district from being assessed on the property tax bill.

**B:** The other option would be to formally approve the Street Light Improvement District to allow for the taxing district to be recorded and fees assessed to the property tax bills.

**Staff Recommendation:**

Staff recommends for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1142, Granite Hills, located at NEC of Ridgeline Road and Dysart Road, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

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

**Fiscal Analysis:**

There is no direct fiscal impact to the City to approve the Street Light Improvement District. However, the City would incur the cost associated with the purchase of electricity for lighting the streets and public parks within the proposed district should the taxing district not be approved and recorded.

**ATTACHMENTS:**

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Ordering the Improvements

**Contact Name and Number:**

Adina Lund, Development and Engineering Director, (623) 773-7249

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

[ 1142 ]  
SLID#  
[ GRANITE HILLS ]  
Subdivision Name

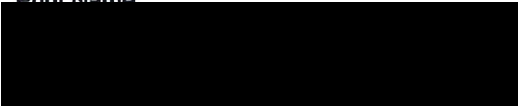
To: Honorable Mayor and Council  
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Section 48-617, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Street Light Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agree to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A", which is attached hereto and incorporated herein by reference. The proposed district consists of 39.917 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the purchase of electricity for lighting the streets and public parks within the proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is the purchase of electricity for lighting the streets and public parks within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
  - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
  - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
  - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work;
  - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

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

<p>LARRY COMPANY LLC  PEORIA PEAKS, LLC  Print Property Owner Name  JONATHAN BASTIEN  Print Name   350  Signature  SCOTT SPALE AZ 85258  AUTHORIZED AGENT FOR TAYLOR MORRISON / ARIZONA, INC.</p>	<p>Date:  <u>3/1/2019</u></p>	<p>Property (Tax Parcel Numbers)  <u>503-52-087A</u>  <u>503-52-087B</u>  <u>503-52-087C</u></p>
<p>Print Property Owner Name _____  Print Name _____  Address _____  Signature _____</p>	<p>Date: _____</p>	<p>Property (Tax Parcel Numbers) _____</p>

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an  
ARIZONA MUNICIPAL CORPORATION

ATTEST:

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

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

APPROVED AS TO FORM:

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

RESOLUTION NO. 2019-88

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1142, GRANITE HILLS; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights on file with the Superintendent of Streets and the City Clerk is approved and adopted by the Mayor and Council of the City.

SECTION 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the purchase of electricity be chargeable upon a district to be known and designated as the City of Peoria

Streetlight Improvement District No. 1142 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the purchase of electricity for streetlights to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1142 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1142 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1142.

SECTION 3. The costs and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Streetlight Improvement District No. 1142 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Resolution No. 2019-88  
SLID 1142, Granite Hills  
June 18, 2019  
Page 3 of 6 Pages

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 18<sup>th</sup> day of June, 2019.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

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

December 27, 2018

LEGAL DESCRIPTION FOR  
GRANITE HILLS

The Southeast Quarter of the Southeast Quarter of Section 27, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the G.L.O. Brass Cap marking the Southeast Corner of said Section 27, from which the G.L.O. Brass Cap marking the South Quarter Corner of said Section 27 bears North 89°49'33" West, a distance of 2,633.84 feet

Thence North 89°49'33" West, along the South line of the Southeast Quarter of said Section 27, a distance of 1,316.92 feet to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 27;

Thence North 00°14'17" East, along the West line of the Southeast Quarter of the Southeast Quarter of said Section 27, a distance of 1,320.92 feet to the Northwest Corner thereof;

Thence South 89°46'18" East, along the North line of the Southeast Quarter of the Southeast Quarter of said Section 27, a distance of 1,317.04 feet to the Northeast Corner thereof;

Thence South 00°14'36" West, along the East line of the Southeast Quarter of said Section 27, a distance of 1,319.67 feet to the True Point of Beginning.

Containing 1,738,801 Square Feet or 39.917 Acres, more or less.





**EXHIBIT "B"**

**IS ON FILE IN THE**

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



RESOLUTION NO. 2019-89

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1142, GRANITE HILLS PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 18<sup>th</sup> day of June, 2019, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2019-88, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1142; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2019-88 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2019-88, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1) inch in height. Said notices stated the fact of the passage of said Resolution of

Intention No. 2019-88 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2019-88 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, no protests against the proposed improvement and no objections to the extent of the District were filed with the Clerk of the City during the time prescribed by law; and

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2019-88; and

WHEREAS, the City Engineer acting as District Engineer has prepared and presented to the Mayor and Council of the City duplicate diagrams of the property contained within the District ("the Diagram") and legal description copies of which are attached and incorporated as Exhibits A and B.

NOW THEREFORE IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, as follows:

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2019-88 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

Section 2. The Superintendent of Streets of the City is authorized and directed to prepare and execute the notice of the passage of this Resolution, which is attached as Exhibit B. Such notice shall be posted and published as provided by law.

Section 3. That the Diagram, as prepared and presented to the Mayor and Council of the City is approved by the Mayor and Council of the City.

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 18<sup>th</sup> day of June, 2019, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

Resolution No. 2019-89  
SLID 1142, Granite Hills  
June 18, 2019  
Page 3 of 7 Pages

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 18<sup>th</sup> day of June, 2019.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney

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

December 27, 2018

LEGAL DESCRIPTION FOR  
GRANITE HILLS

The Southeast Quarter of the Southeast Quarter of Section 27, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the G.L.O. Brass Cap marking the Southeast Corner of said Section 27, from which the G.L.O. Brass Cap marking the South Quarter Corner of said Section 27 bears North 89°49'33" West, a distance of 2,633.84 feet

Thence North 89°49'33" West, along the South line of the Southeast Quarter of said Section 27, a distance of 1,316.92 feet to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 27;

Thence North 00°14'17" East, along the West line of the Southeast Quarter of the Southeast Quarter of said Section 27, a distance of 1,320.92 feet to the Northwest Corner thereof;

Thence South 89°46'18" East, along the North line of the Southeast Quarter of the Southeast Quarter of said Section 27, a distance of 1,317.04 feet to the Northeast Corner thereof;

Thence South 00°14'36" West, along the East line of the Southeast Quarter of said Section 27, a distance of 1,319.67 feet to the True Point of Beginning.

Containing 1,738,801 Square Feet or 39.917 Acres, more or less.



**EXHIBIT "B"**

**IS ON FILE IN THE**

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

**ASSESSMENT DIAGRAM  
 STREET LIGHT IMPROVEMENT DISTRICT # 1142**



**GRANITE HILLS**  
 A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH,  
 RANGE 1 WEST, OF THE GILA RIVER BASIN AND MIDDLE RIVERSON COUNTY, ARIZONA.



**LEGAL DESCRIPTION**  
 THE SOUTHWEST QUARTER OF THE EAST HALF QUARTER OF SECTION 27,  
 TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA RIVER BASIN AND MIDDLE  
 RIVERSON COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEING A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF  
 THE EAST HALF QUARTER OF SECTION 27, TOWNSHIP 3 NORTH,  
 RANGE 1 WEST, OF THE GILA RIVER BASIN AND MIDDLE RIVERSON COUNTY,  
 ARIZONA, DESCRIBED AS FOLLOWS:  
 TRACT A, 1.3234 ACRES;  
 TRACT B, 1.3234 ACRES;  
 TRACT C, 1.3234 ACRES;  
 TRACT D, 1.3234 ACRES;  
 TRACT E, 1.3234 ACRES;  
 TRACT F, 1.3234 ACRES;  
 TRACT G, 1.3234 ACRES;  
 TRACT H, 1.3234 ACRES;  
 TRACT I, 1.3234 ACRES;  
 TRACT J, 1.3234 ACRES;  
 TRACT K, 1.3234 ACRES;  
 TRACT L, 1.3234 ACRES;  
 TRACT M, 1.3234 ACRES;  
 TRACT N, 1.3234 ACRES;  
 TRACT O, 1.3234 ACRES;  
 TRACT P, 1.3234 ACRES;  
 TRACT Q, 1.3234 ACRES;  
 TRACT R, 1.3234 ACRES;  
 TRACT S, 1.3234 ACRES;  
 TRACT T, 1.3234 ACRES;  
 TRACT U, 1.3234 ACRES;  
 TRACT V, 1.3234 ACRES;  
 TRACT W, 1.3234 ACRES;  
 TRACT X, 1.3234 ACRES;  
 TRACT Y, 1.3234 ACRES;  
 TRACT Z, 1.3234 ACRES.

TRACT	ACRES	TRACT TABLE #
TRACT A	1.3234	
TRACT B	1.3234	
TRACT C	1.3234	
TRACT D	1.3234	
TRACT E	1.3234	
TRACT F	1.3234	
TRACT G	1.3234	
TRACT H	1.3234	
TRACT I	1.3234	
TRACT J	1.3234	
TRACT K	1.3234	
TRACT L	1.3234	
TRACT M	1.3234	
TRACT N	1.3234	
TRACT O	1.3234	
TRACT P	1.3234	
TRACT Q	1.3234	
TRACT R	1.3234	
TRACT S	1.3234	
TRACT T	1.3234	
TRACT U	1.3234	
TRACT V	1.3234	
TRACT W	1.3234	
TRACT X	1.3234	
TRACT Y	1.3234	
TRACT Z	1.3234	
TOTAL	26.468	

**CERTIFICATION**  
 I, THE UNDERSIGNED, SOLE ENGINEER AND REGISTERED PROFESSIONAL ENGINEER OF THE  
 STATE OF ARIZONA, HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS  
 ASSESSMENT DIAGRAM IS TRUE AND CORRECT AND THAT THE INFORMATION CONTAINED  
 ON THIS ASSESSMENT DIAGRAM IS TRUE AND CORRECT AND THAT THE INFORMATION  
 CONTAINED ON THIS ASSESSMENT DIAGRAM IS TRUE AND CORRECT AND THAT THE  
 INFORMATION CONTAINED ON THIS ASSESSMENT DIAGRAM IS TRUE AND CORRECT  
 AND THAT THE INFORMATION CONTAINED ON THIS ASSESSMENT DIAGRAM IS TRUE  
 AND CORRECT.

PROJECT # 1142

DATE 11/20/18

SCALE 1"=40'

BY [Signature]

PROJECT # 1142

DATE 11/20/18

SCALE 1"=40'

BY [Signature]



**CITY OF PEORIA, ARIZONA  
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING  
THE IMPROVEMENT CONSISTING OF  
AUTHORIZING THE PURCHASE OF ELECTRICITY  
FOR LIGHTING THE STREETS AND PUBLIC PARKS  
FOR THE IMPROVEMENT DISTRICT KNOWN AS  
CITY OF PEORIA STREETLIGHT IMPROVEMENT  
DISTRICT NO. 1142, GRANITE HILLS.

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

On the 18<sup>th</sup> day of June, 2019, the Mayor and Council of the City of Peoria adopted Resolution No. 2019-89; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1142, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Streetlight Improvement District No. 1142 may be obtained by contacting Mrs. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

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

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 21C.

Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Katie Gregory, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Conveyance of Land Rights, Rose Garden Tract G, 107th Avenue and Rose Garden Lane

---

**Purpose:**

Discussion and possible action to adopt **RES. 2019-100** authorizing the City Manager to execute a Quit Claim Deed to the Rose Garden Homeowners Association for Tract G of the Rose Garden Final Plat located near 107th Avenue and Rose Garden Lane.

**Summary:**

At the May 21, 2019 City Council meeting, Council approved the request to declare Tract G of the Rose Garden final plat as surplus land for disposal. Tract G was conveyed to and accepted into the City's system on June 3, 2008 with the intent that it would ultimately be transferred to the developer of the land surrounding the Rose Garden subdivision to avoid creating an alleyway between the two subdivisions. The downturn in the housing market put a halt on the planned development and the land transfer did not occur. The current developer is agreeable to incorporating the land into their development to eliminate the alleyway.

Ongoing discussions between the City and the developer brought to light that coordination with the Rose Garden Homeowners Association still needs to occur in order to remove Tract G from the Rose Garden final plat and incorporate that land into the new subdivision. Since this coordination needs to occur, the City is removing itself from the equation and transferring the land back to the Rose Garden Homeowners Association.

**Previous Actions/Background:**

- June 16, 1998 – Approved Final Plat of Rose Garden.
- June 19, 2007 – Approved Master Final Plat of Camino a Lago South
- June 3, 2008 – Council accepted Tract G from the Rose Garden Homeowners Association
- May 21, 2019 – Council approved declaring Tract G of the Rose Garden final plat as surplus land

**Options:**

**A:** Approve the adoption of the attached Resolution conveying Tract G of the Rose Garden final plat to the Rose Garden Homeowners Association.

**B:** Deny the adoption of the Resolution resulting in the City retaining ownership of the parcel and ongoing maintenance responsibilities.

**Staff Recommendation:**

Staff recommends that City Council approve the adoption of the attached Resolution conveying Tract G of the Rose Garden final plat to the Rose Garden Homeowners Association.

**Fiscal Analysis:**

There is no fiscal impact to the City associated with the conveyance of Tract G to the Rose Garden Homeowners Association.

**ATTACHMENTS:**

Vicinity Map

Location Map

Resolution

Resolution Exhibit - Quit Claim Deed

**Contact Name and Number:**

Adina Lund, Development and Engineering Director, (623) 773-7249

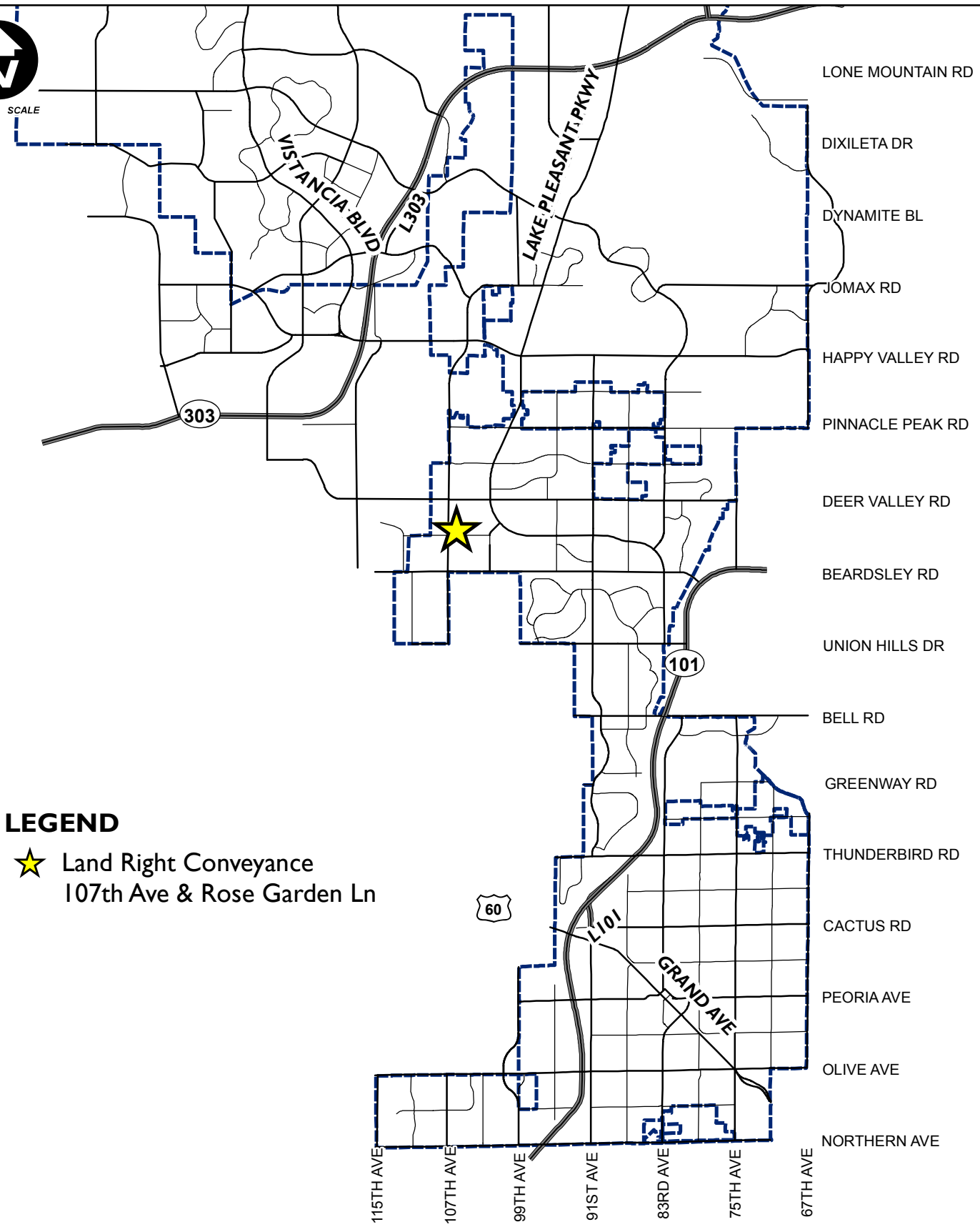


**City of Peoria**  
DEVELOPMENT AND ENGINEERING

Land Right Conveyance  
APN 200-14-880  
107th Ave & Rose Garden Ln  
**Vicinity Map**



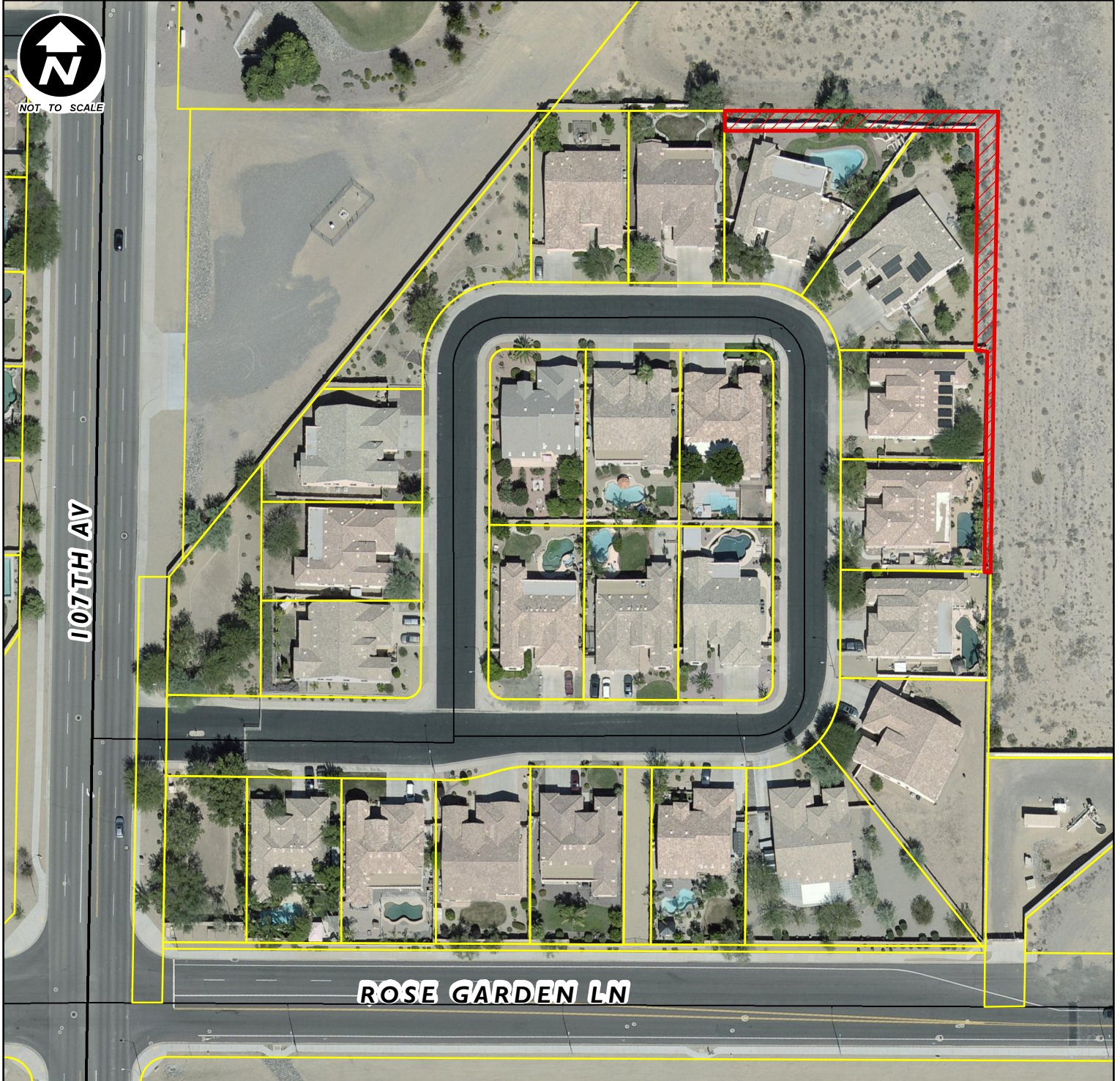
NOT TO SCALE



**LEGEND**

- ★ Land Right Conveyance  
107th Ave & Rose Garden Ln





**LEGEND**



Conveyance Area



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

RESOLUTION NO. 2019-100

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE CONVEYANCE OF TRACT G OF THE ROSE GARDEN FINAL PLAT TO THE ROSE GARDEN HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the City of Peoria owns fee simple interest in a small tract of land, Tract G of the Rose Garden Final Plat, located east of 107<sup>th</sup> Avenue north of Rose Garden Lane; and

WHEREAS, the City is desirous of conveying this tract back to the Rose Garden Homeowners Association, Inc.; and

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

WHEREAS, Pursuant to the Peoria City Charter and in accordance with the findings set forth above, the Mayor and Council of the City of Peoria consent to the conveyance of these land rights and authorize the City Manager to execute the documents; and

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Peoria, Arizona authorize the conveyance of the attached Quit Claim Deed to Rose Garden Homeowners Association, Inc., and authorize the City Manager to execute the Quit Claim Deed.

Resolution No. 2019-100  
Tract G – Rose Garden Final Plat  
June 18, 2019  
Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,  
Arizona this 18<sup>th</sup> day of June, 2019.

---

Cathy Carlat, Mayor

---

Date Signed

ATTEST:

---

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

---

Vanessa P. Hickman, City Attorney

Attachment:

1. Quit Claim Deed

When Recorded/Executed Mail to:

City Clerk  
City of Peoria  
8401 West Monroe  
Peoria, Arizona 85345

**QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That **City of Peoria, an Arizona municipal corporation**, (Grantor), the undersigned, for the consideration of One Dollar, and other valuable considerations, do hereby release, remise, and forever quit claim unto Rose Garden Homeowners Association, Inc., an Arizona nonprofit corporation (Grantee), all right, title and interest in that certain property situated in Maricopa County, State of Arizona (the "Subject Property"), and described as follows:

Tract G, Rose Garden, according to Book 474 of Maps, Page 35, records of Maricopa County, Arizona, EXCEPT, 1/16 interest in all gas, oil, metals and mineral rights, as reserved in the patent.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Tyne  
Its: City Manager

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Vanessa P. Hickman, City Attorney





Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Katie Gregory, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Final Plat, Vistancia Village H Parcel H-22, White Peak Drive and Sonoran View Drive

---

**Purpose:**

Discussion and possible action to approve the Final Plat for Vistancia Village H Parcel H-22, located on White Peak Drive and Sonoran View Drive, subject to stipulations.

**Summary:**

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water and sewer service area. This Final Plat creates a total of 85 new lots within the Vistancia Village H development. All internal roadways are public and will be maintained by the City.

The Re-Plat, Vistancia North Village 1, Village 2, and Village 3 Master Final Plat dedicated the major roadway network and established the overall parcel boundaries, recorded in book 1172 of maps page 20 MCR.

The Re-Plat, Village H at Vistancia parcels H-22, H-23, and H-24 Master Final Plat will revise the overall parcel boundaries and is scheduled on the same Council agenda. The Re-Plat will be recorded prior to this Final Plat.

**Previous Actions/Background:**

The Vistancia North Village 1, Village 2, and Village 3 Master Final Plat dedicated the major roadway network and established the overall parcel boundaries, recorded in book 1172 of maps page 20 MCR.

**Options:**

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

**B:** The other option would be to formally approve the Final Plat and allow this parcel to be developed.

**Staff Recommendation:**

Staff recommends the approval and subsequent recordation of the attached Final Plat subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the Development and Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

**Fiscal Analysis:**

No fiscal impact.

**ATTACHMENTS:**

Exhibit 1: Final Plat

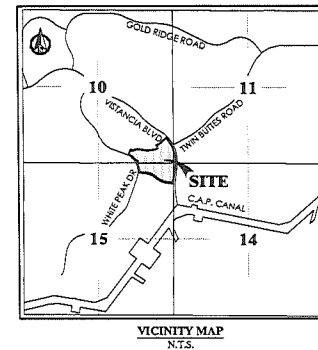
Exhibit 2: Vicinity Map

**Contact Name and Number:**

Adina Lund, Development and Engineering Director, (623) 773-7249

**FINAL PLAT**  
FOR  
**"VILLAGE H AT VISTANCIA PARCEL H-22"**

BEING A RE-PLAT OF PARCEL H-22 AS SHOWN IN THE RE-PLAT FOR VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT RECORDED IN BOOK \_\_\_\_\_ OF MAPS, PAGE \_\_\_\_\_, MCR, SITUATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 14, AND SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



**DEDICATION**

STATE OF ARIZONA 6  
COUNTY OF MARICOPA 9

KNOW ALL MEN BY THESE PRESENTS:

THAT VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("VISTANCIA VILLAGE H"), HERINAFTER REFERRED TO IN THIS PLAT AS THE "SUBDIVIDER", AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT FOR "VILLAGE H AT VISTANCIA PARCEL H-22", SITUATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 14, AND SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY DECLARES THAT THIS FINAL PLAT OF PARCEL H-22 OF THE RE-PLAT FOR "VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT" RECORDED IN BOOK \_\_\_\_\_ OF MAPS, PAGE \_\_\_\_\_, MCR, SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS, AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, EASEMENT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID FINAL PLAT.

ALL NOTATIONS AND DEDICATIONS STATED WITHIN THE RE-PLAT FOR "VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT" AS RECORDED IN BOOK \_\_\_\_\_ OF MAPS, PAGE \_\_\_\_\_, MCR, SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDEDITION OF THIS PLAT UNLESS OTHERWISE NOTED.

PUBLIC UTILITY EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. THE MAINTENANCE OF THE PUE SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

THE SUBDIVIDER, AS OWNER, DOES HEREBY DEDICATE TO THE CITY OF PEORIA THE PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON FOR USE AS (A) PUBLIC STREETS, (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES, AND (C) FACILITIES RELATED TO ANY OR ALL OF THE FOREGOING. LANDSCAPING WITHIN THE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE VISTANCIA NORTH ASSOCIATION (AS HERINAFTER DEFINED). VISTANCIA VILLAGE H HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHTS-OF-WAY SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOEVER.

THE CITY OF PEORIA IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", AND "Z". THE EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE APPLICABLE ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, AND DRAINAGE FACILITIES, AS LONG AS THE APPLICABLE ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT, AS USED HEREIN, "APPLICABLE ASSOCIATION" MEANS THE VISTANCIA NORTH ASSOCIATION AS TO TRACTS "A", "C", "E", "G", "I", "K", "M", "O", "Q", "S", "U", "W", "Y", AND "Z".

AS USED HEREIN, THE TERM "MAINTENANCE CORPORATION DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VISTANCIA, DATED DECEMBER 19, 2018 AND RECORDED DECEMBER 19, 2018, IN INSTRUMENT NO. 2018-0931102, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS FROM TIME TO TIME THEREAFTER SUPPLEMENTED AND OR AMENDED. THE TERM "MAINTENANCE CORPORATION" SHALL MEAN AND REFER TO VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION.

AS USED HEREIN, THE TERM "VISTANCIA NORTH DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN VISTANCIA NORTH DECLARATION, TO BE HERINAFTER RECORDED (AS AMENDED FROM TIME TO TIME), THE TERM "VISTANCIA NORTH ASSOCIATION" SHALL MEAN AND REFER TO VISTANCIA NORTH MASTER COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION. THE PROPERTY IN THIS PLAT IS PART OF THE "SUBJECT PROPERTY" UNDER THE VISTANCIA NORTH DECLARATION, AND WILL BE CONVEYED TO THE VISTANCIA NORTH DECLARATION, IN ACCORDANCE WITH A VISTANCIA NORTH NOTICE OF APPLICABILITY.

SUBJECT TO THE TERMS OF THE VISTANCIA NORTH DECLARATION, TRACTS "A", "C", "D", "E", "G", "I", "K", "M", "O", "Q", "S", "U", "W", "Y", AND "Z" ARE HEREBY DECLARED TO BE VILLAGE COMMON AREAS (AS DEFINED IN THE MAINTENANCE CORPORATION DECLARATION) AND COMMON AREAS (AS DEFINED IN THE VISTANCIA NORTH DECLARATION), WHICH (I) IS RESERVED EXCLUSIVELY FOR THE USE OF THE OWNERS AND MEMBERS (AS SUCH TERMS ARE DEFINED IN THE VISTANCIA NORTH DECLARATION) AND OTHER PERSONS GRANTED THE RIGHT TO USE SUCH COMMON AREAS PURSUANT TO THE TERMS OF THE VISTANCIA NORTH DECLARATION OR OTHER RECORDED INSTRUMENT, AND (2) SHALL BE CONVEYED TO, AND LANDSCAPING, DRAINAGE FACILITIES AND OTHER IMPROVEMENTS THEREIN SHALL BE MAINTAINED BY THE VISTANCIA NORTH ASSOCIATION, PURSUANT TO THE TERMS OF THE VISTANCIA NORTH DECLARATION. THE FOREGOING TRACTS SHALL BE USED FOR DRAINAGE AND/OR OTHER PURPOSES AS MORE FULLY SET FORTH IN THE "TRACT SUMMARY TABLE" PROVIDED HEREIN ON PAGE 2 OF THIS FINAL PLAT. TRACTS "B", "E", "H", "J", "L", "N", "P", "R", "T", "V", "X", "Y", AND "Z" ARE HEREBY DECLARED AS COMMUNITY COMMON AREA (AS DEFINED IN THE MAINTENANCE CORPORATION DECLARATION) AND FOR THE SPECIFIC USES IDENTIFIED ON THE "TRACT SUMMARY TABLE" PROVIDED HEREIN ON PAGE 2 OF THIS FINAL PLAT. SAID TRACT SHALL BE OWNED AND MAINTAINED BY THE VISTANCIA MAINTENANCE CORPORATION. THE FOREGOING TRACTS SHALL BE USED FOR DRAINAGE CORPORATION DECLARATION, ANY TRACT DECLARATION OR OTHER INSTRUMENT HEREAFTER RECORDED WITH RESPECT TO ANY OR ALL OF THE FOREGOING TRACTS MAY SET FORTH ADDITIONAL COVENANTS, CONDITIONS AND/OR RESTRICTIONS WITH RESPECT TO SUCH TRACT AND/OR THE USE THEREOF INCLUDING, BUT NOT LIMITED TO, RESTRICTIONS WHICH FURTHER LIMIT THE PERSONS ENTITLED TO USE ANY OR ALL OF SUCH TRACTS.

**DEDICATION CONT.**

THE SUBDIVIDER, AS OWNER, DOES HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASINS (S), PIPE STORAGE SYSTEMS (S), OR ANY DRAINAGE FACILITIES (S) WITHIN THE DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY OWNER OR THE ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A HAZARD OR IMPACTS PUBLIC HEALTH AND SAFETY, AS LONG AS THE PROPERTY OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE SUBDIVIDER, AS OWNER, DOES HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS, AND ASSIGN, A PERMANENT AND PERPETUAL PUBLIC WATER AND SEWER EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ACCESS AND ENTER UPON, OVER, ACROSS, AND UNDER THE SURFACE, FOR ACCESS, CONSTRUCTION, MAINTENANCE, OPERATION, AND REPLACEMENT OF PUBLIC WATER AND SEWER LINES OVER, UNDER, AND ACROSS TRACTS "A" AND "E" SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, TO HAVE AND TO HOLD THE SAID EASEMENT UNTO THE CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA COUNTY, ARIZONA, AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER AND SEWER LINES SUBJECT TO NOTES 1, 2, 3, AND 4 BELOW, AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED OF THE FOREMENTIONED TRACTS, THAT IT HAS A GOOD AND LAWFUL RIGHT TO SELL AND CONVEY THEM, AND THAT THEY WILL WARRANT THE TITLE AND QUIET POSSESSION THERETO AGAINST THE LAWFUL CLAIM OF ALL PERSONS.

**NOTES:**

1. THE SAID EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT MAINTENANCE AND OPERATION OF SAID PUBLIC WATER AND SEWER LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
4. GRANTOR, ITS SUCCESSORS AND ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENTS PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

IN THE EVENT THE RIGHT, PRIVILEGE AND EASEMENT HEREIN GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREIN GRANTED ALL RIGHTS HEREIN GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, ITS SUCCESSORS OR ASSIGNS.

THE UNDERSIGNED VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED SIGNER DULY AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: AUTHORIZED SIGNATORY

**ACKNOWLEDGMENT**  
STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS.

THE FOREGOING INSTRUMENT WAS A KNOWNED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY \_\_\_\_\_, THE AUTHORIZED SIGNATORY FOR VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

IN WITNESS WHEREOF:  
I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**VISTANCIA NORTH ASSOCIATION**  
**RATIFICATION AND CONSENT**  
THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

VISTANCIA NORTH MASTER COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**  
STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS.

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE \_\_\_\_\_ OF VISTANCIA NORTH MASTER COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:  
I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**VISTANCIA MAINTENANCE CORPORATION**  
**RATIFICATION AND CONSENT**  
THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**  
STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS.

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE \_\_\_\_\_ OF VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:  
I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**SHEET INDEX**

SHEET 1	COVER
SHEET 2	NOTES, KEY MAP, LEGEND, TRACT SUMMARY TABLE.
SHEETS 3-4	TYPICAL PLAT PLAN SHEETS

**ZONING**  
CITY OF PEORIA ZONING  
CASE 2021-10A, 14\*PCD VRD-5\*

**APPROVAL OF VISTANCIA DECLARANT**  
THE UNDERSIGNED, DECLARANT UNDER THE MAINTENANCE CORPORATION DECLARATION, HEREBY APPROVES THIS PLAT PURSUANT TO SECTION 14.2 OF THE MAINTENANCE CORPORATION DECLARATION.

VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: AUTHORIZED SIGNATORY

**ACKNOWLEDGMENT**  
STATE OF ARIZONA )  
COUNTY OF \_\_\_\_\_ ) SS.

THE FOREGOING INSTRUMENT WAS A KNOWNED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY \_\_\_\_\_, THE AUTHORIZED SIGNATORY FOR VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

IN WITNESS WHEREOF:  
I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**LEGAL DESCRIPTION**  
PARCEL H-22 OF THE RE-PLAT OF VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK \_\_\_\_\_ OF MAPS, PAGE \_\_\_\_\_.

**FLOOD PLAIN**  
ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 04013C0815L, DATED OCTOBER 16, 2013, THIS PLAT IS LOCATED IN FLOOD INSURANCE ZONE "X" (SHADED), DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

**BASIS OF BEARINGS**  
THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 WEST AS SHOWN ON THE RE-PLAT OF VISTANCIA NORTH VILLAGE 1, VILLAGE 2, AND VILLAGE 3 MASTER FINAL PLAT RECORDED IN BOOK 1172 OF MAPS, PAGE 20, MCR, SAID BEARING BEING SOUTH 00° 15' 00" WEST AS MEASURED BETWEEN MONUMENTS NUMBERED 12 AND 13 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES.

**STATEMENT OF RE-PLAT**  
THE PURPOSE FOR THIS PLAT IS TO RE-PLAT PARCEL H-22 AS SHOWN IN BOOK \_\_\_\_\_ OF MAPS, PAGE \_\_\_\_\_, MCR WITH THE LOTS, TRACTS, EASEMENTS, AND STREETS SHOWN HEREIN.



28200 N. El Mirage Road, Suite 102  
Peoria, Arizona 85203  
(602) 452-4972

**SURVEYOR'S STATEMENT**  
I, LANCE C. DICKSON, R.L.S., #46643 ARIZONA SURVEYING AND MAPPING 2440 W. MISSION LANE, SUITE 4 PHOENIX, ARIZONA 85021 (602) 246-9919  
I, JOHN N. ROGERS, R.L.S., #54032 GOODWIN AND MARSHALL, INC. 2705 S. ALMA SCHOOL RD., STE. 2 CHANDLER, ARIZONA 85246 (602) 218-7285  
I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.



NOTE: A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

**APPROVALS**  
APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
MAYOR  
ATTESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CLERK  
APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
FOR CITY ENGINEER

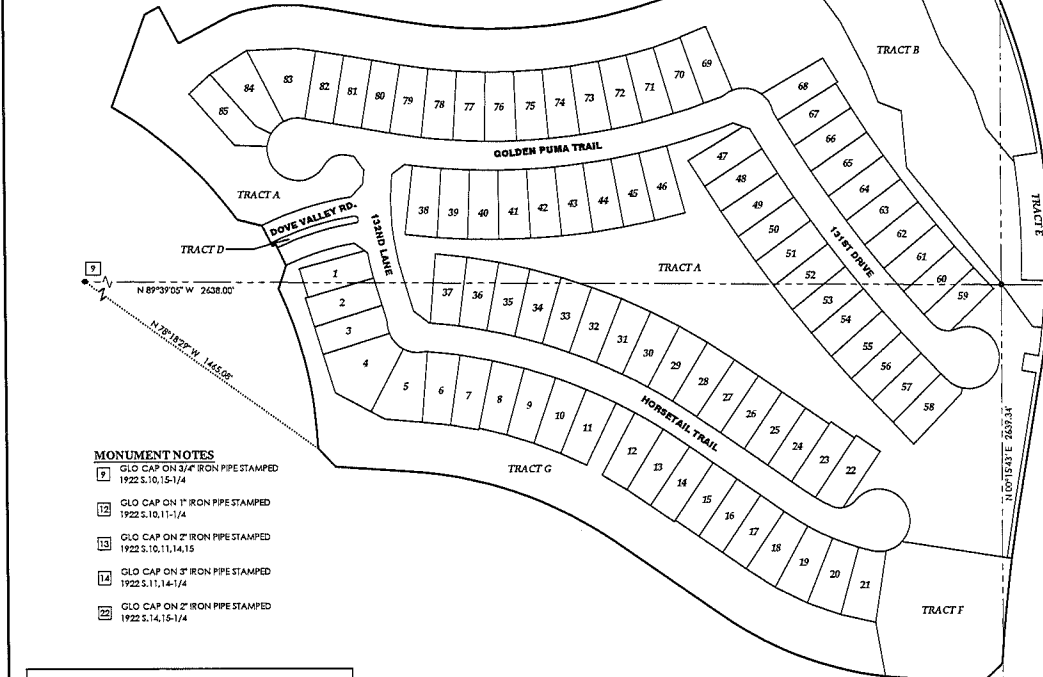
**R190008** SHEET 1 OF 5

PREPARED BY: **GOODWIN & MARSHALL** CIVIL ENGINEERS - PLANNERS - SURVEYORS  
2705 S. Alma School Road, Suite 2 Chandler, Arizona 85246 (602) 218-7285

SURVEYED BY: **AS&M** Arizona Surveying and Mapping  
2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021 TEL: (602) 246-9919 FAX: (602) 246-9944 info@asandm.com

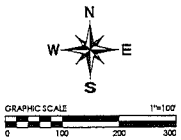
"FINAL PLAT OF VILLAGE H AT VISTANCIA PARCEL H-22"

LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE	
Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area
1	6147.50	18	6479.06	35	6358.28	52	6151.66	69	6453.25
2	6354.49	19	6587.40	36	6358.28	53	6151.66	70	6411.24
3	6201.14	20	6587.40	37	6358.28	54	6151.66	71	6372.95
4	11161.16	21	6685.97	38	6390.88	55	6151.66	72	6372.95
5	8302.84	22	6228.46	39	6215.59	56	6151.66	73	6372.95
6	6635.59	23	6244.74	40	6300.06	57	6151.66	74	6372.95
7	6613.79	24	6000.00	41	6300.06	58	6259.37	75	6372.95
8	6464.07	25	6000.00	42	6300.06	59	6042.85	76	6372.95
9	6464.07	26	6000.00	43	6300.06	60	6174.09	77	6372.95
10	6464.07	27	6000.00	44	6300.06	61	6174.94	78	6372.95
11	6464.07	28	6360.16	45	6300.06	62	6174.51	79	6372.95
12	6613.62	29	6358.28	46	6296.62	63	6174.09	80	6023.39
13	6449.63	30	6358.28	47	6149.82	64	6174.94	81	6000.00
14	6148.81	31	6358.28	48	6151.66	65	6174.51	82	6000.00
15	6000.00	32	6358.28	49	6151.66	66	6174.51	83	9884.47
16	6000.00	33	6358.28	50	6151.66	67	6173.19	84	8183.69
17	6000.00	34	6358.28	51	6151.66	68	6284.39	85	7302.31



- MONUMENT NOTES**
- 17 GLO CAP ON 3/4" IRON PIPE STAMPED 1922 S.10.15-1/4
  - 18 GLO CAP ON 1" IRON PIPE STAMPED 1922 S.10.11-1/4
  - 19 GLO CAP ON 2" IRON PIPE STAMPED 1922 S.10.11,14,15
  - 14 GLO CAP ON 3" IRON PIPE STAMPED 1922 S.11.14-1/4
  - 22 GLO CAP ON 2" IRON PIPE STAMPED 1922 S.14.15-1/4

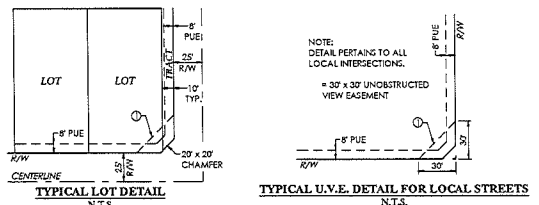
STREET NAME	R/W AREA (SQ. FT.)
DOVE VALLEY ROAD	11,732
NORTH 132ND LANE	12,815
HORSETAIL TRAIL	54,475
GOLDEN PUMA TRAIL	51,141
131ST LANE	34,641



●	FOUND MONUMENT AS NOTED
○	SET CORNER AS NOTED
□	RECORD
---	UNSTRUCTURED VIEW EASEMENT
---	PUE
---	PUBLIC UTILITY EASEMENT
---	VEHICULAR NON-ACCESS EASEMENT
---	R/W
---	CITY OF PEORIA WATER EASEMENT
---	CITY OF PEORIA SEWER EASEMENT
---	EMERGENCY VEHICULAR ACCESS
---	MARICOPA COUNTY RECORDS
---	BOOK
---	PAGE
---	BOUNDARY LINE
---	EASEMENT LINE
---	SECTION LINE
---	CENTER LINE
---	ADJACENT LINE

- RECORD DOCUMENT**
- (R1) RE-PLAT OF VISTANCIA NORTH VILLAGE 1, VILLAGE 2 AND VILLAGE 3 MASTER FINAL PLAT RECORDED IN BOOK 1172 OF MAPS, PAGE 20, MCR
  - (R2) RE-PLAT OF VILLAGE H AT VISTANCIA PARCELS H-22, H-23 AND H-24 MASTER FINAL PLAT RECORDED IN BOOK \_\_\_\_ OF MAPS, PAGE \_\_, MCR

- NOTES**
- THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) # 1236 AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) # 11143.
  - 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 KVA, CABLE TV, TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
  - MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN TRACTS "A", "C", "D", AND "O" SHALL BE THE RESPONSIBILITY OF THE VISTANCIA NORTH ASSOCIATION.
  - MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN TRACTS "B", "E", AND "F" SHALL BE THE RESPONSIBILITY OF THE VISTANCIA MAINTENANCE CORPORATION.
  - 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 EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOULAGE 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 SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
  - THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
  - THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
  - THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE, LONE MOUNTAIN PARKWAY IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
  - THIS SUBDIVISION 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.
  - THIS SUBDIVISION HAS A REDUCED LEVEL OF STREETLIGHTING. ANY FUTURE ADDITIONAL STREETLIGHTING WILL BE AT THE EXPENSE OF THE ADJUTING PROPERTY OWNERS, NOT AT CITY EXPENSE.
  - AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WE BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACT D" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.



**LAND USAGE LEGEND**

- C.A. COMMON AREA
- D.E. DRAINAGE EASEMENT
- E.F. ENTRY FEATURE
- E.V.A. EMERGENCY VEHICULAR ACCESS
- L.S. LANDSCAPE
- O.S. OPEN SPACE
- P.U.E. PUBLIC UTILITY EASEMENT
- S.E. CITY OF PEORIA SEWER EASEMENT
- W.E. CITY OF PEORIA WATER EASEMENT
- T.E. TRAIL EASEMENT

TRACT	AREA (SQ. FT.)	USAGE	MAINTENANCE RESPONSIBILITY
A	390,456	C.A., D.E., E.V.A., L.S., O.S., P.U.E., S.E., S.W.E., W.E., T.E.	H.O.A.
B	109,409	C.A., D.E., O.S., P.U.E., S.W.E., T.E.	V.M.C.
C	75,829	C.A., L.S., O.S., P.U.E., S.W.E., T.E.	H.O.A.
D	1,644	L.S., O.S.	H.O.A.
E	27,744	D.E., E.V.A., L.S., P.U.E., S.E., S.W.E., W.E., T.E.	V.M.C.
F	48,668	E.F., P.U.E., S.W.E., T.E.	V.M.C.
G	112,731	C.A., D.E., L.S., O.S., P.U.E., S.W.E., T.E.	H.O.A.

TRACTS	766,926
LOTS	546,953
RIGHT-OF-WAYS	164,824
GROSS	1,476,703
NET	1,313,879

**MAINTENANCE LEGEND**

H.O.A. VISTANCIA NORTH ASSOCIATION

V.M.C. VISTANCIA MAINTENANCE CORPORATION

**R190008** SHEET 2 OF 5

PREPARED BY: SURVEYED BY:

**GOODWIN & MARSHALL**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS



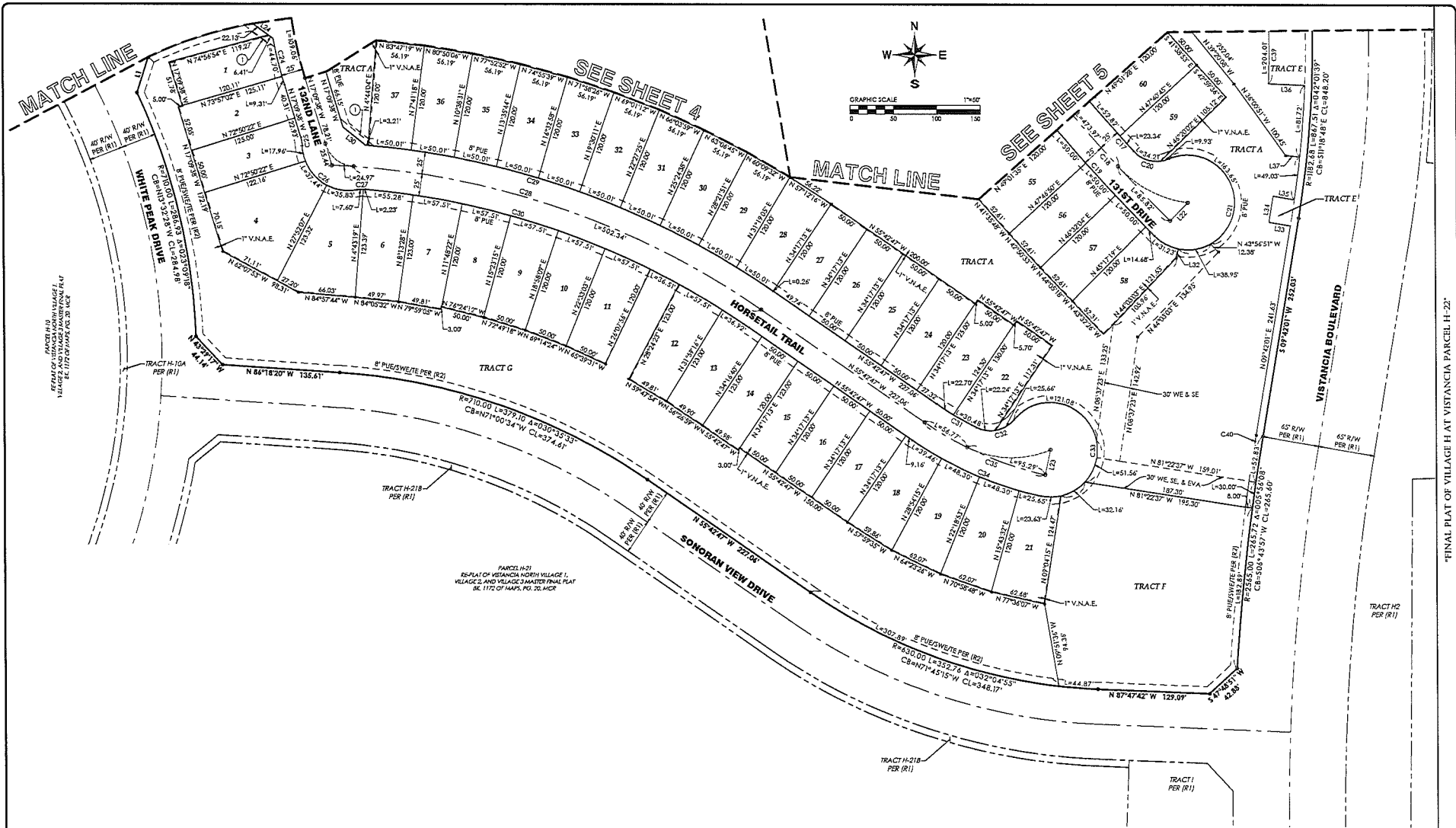
2765 S. Atlas School Road, Suite 2  
Chandler, Arizona 85044  
(502) 218-7285

Arizona Surveying and Mapping  
2400 W. Mountain View, Suite 4, Phoenix, Arizona 85027  
TEL (602) 245-9919 FAX (602) 245-9944 info@psurvey.com



FINAL PLAT OF VILLAGE H AT VISTANCIA PARCEL H-22

VNA 00791A - Vistancia North Village H & ACCOCON 0122 FINAL PLAT 01/20/18



MATCH LINE

SEE SHEET 4

MATCH LINE

SEE SHEET 10

PARCEL #10  
RE-PLAY OF VISTANCIA NORTH VILLAGE I,  
VILLAGES AND VILLAGES WATER MAIN PLAN  
06, 1172 OF MAPS, PG. 20, MCR

TRACT H-10A  
PER (R1)

TRACT H-218  
PER (R1)

PARCEL H-21  
RE-PLAY OF VISTANCIA NORTH VILLAGE I,  
VILLAGES AND VILLAGES WATER MAIN PLAN  
06, 1172 OF MAPS, PG. 20, MCR

SEE SHEET 4 FOR  
LINE & CURVE TABLE

TRACT H-218  
PER (R1)

TRACT I  
PER (R1)

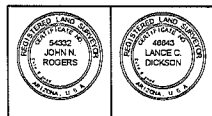
TRACT H2  
PER (R1)

FINAL PLAT OF VILLAGE H AT VISTANCIA PARCEL H-21

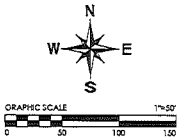
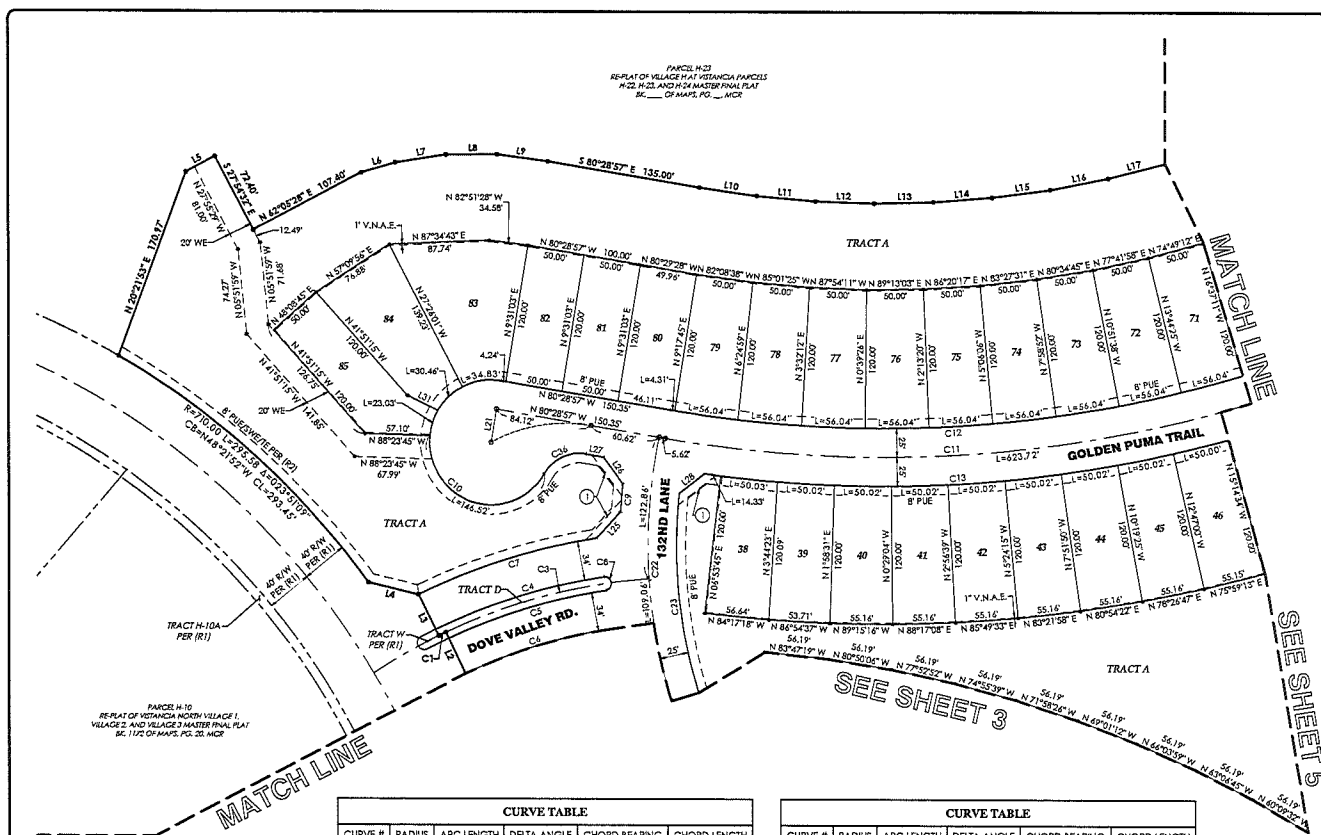
R190008 SHEET 3 OF 3

PREPARED BY:  
**GOODWIN & MARSHALL INC.**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS  
2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(602) 218-7285

SURVEYED BY:  
**AS&M**  
Arizona Surveying and Mapping  
2442 W. Meeker Lane, Suite 4, Phoenix, Arizona 85021  
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com



W:\00174 - Vistancia North Village H at Vistancia Parcel H-21.dwg



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N18°14'52"E	42.74
L2	N25°16'36"W	40.00
L3	N24°03'37"W	40.00
L4	N7°02'50"W	45.39
L5	N41°50'11"E	28.96
L6	N75°57'56"E	31.22
L7	N81°07'49"E	45.00
L8	N89°35'29"E	45.00
L9	S82°24'00"E	45.00
L10	S81°43'01"E	50.86
L11	S84°53'27"E	51.75
L12	S88°06'51"E	51.75
L13	N88°09'45"E	51.75
L14	N85°26'21"E	51.75
L15	N82°12'57"E	51.75
L16	N78°59'33"E	51.75
L17	N75°46'09"E	51.75
L18	N72°32'46"E	51.75
L19	N69°19'22"E	51.75
L20	S67°13'04"E	14.82
L21	S09°11'03"W	29.00
L22	S44°55'22"W	29.00
L23	N12°10'50"E	29.00
L24	N54°09'29"W	28.54
L25	N42°19'57"E	30.69
L26	N36°22'50"W	28.72
L27	N80°28'57"W	15.20
L28	S52°48'46"W	28.15
L29	N71°46'22"W	30.45
L30	S51°04'11"E	32.99
L31	S63°49'20"E	29.98
L32	N12°12'44"E	10.12
L33	N87°17'59"W	25.00
L34	N09°42'01"E	30.00
L35	S80°17'59"E	24.84
L36	N87°38'00"W	42.00
L37	N84°11'44"W	16.49

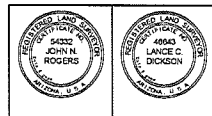
CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	508.30	6.95	0°47'01"	S64°19'55"W	6.95
C2	53.00	30.97	33°28'53"	N39°31'22"E	30.53
C3	508.30	185.70	20°55'56"	S75°11'21"W	184.67
C4	514.30	155.69	17°20'41"	S72°38'13"W	155.10
C5	502.30	145.20	14°33'44"	N73°00'16"E	144.69
C6	468.30	127.18	15°33'36"	S72°30'12"W	126.79
C7	548.30	165.03	17°14'42"	N72°33'44"E	164.41
C8	6.00	17.59	167°56'11"	N08°42'52"W	11.93
C9	480.23	24.29	2°53'55"	N55°04'44"E	24.29
C10	54.00	234.84	249°10'21"	N25°04'08"W	88.91
C11	1140.00	654.97	32°55'07"	S83°03'29"W	646.00
C12	1115.00	596.65	30°39'34"	N84°11'15"E	589.55
C13	1165.00	588.24	28°55'48"	S83°08'08"W	582.01
C14	36.00	9.75	15°30'55"	N41°06'01"E	9.72
C15	53.00	102.27	110°33'27"	S71°52'43"E	87.12
C16	36.00	9.56	15°12'45"	S23°42'22"E	9.53
C17	2249.50	455.54	11°36'10"	S37°06'50"E	454.76
C18	2274.50	591.29	14°53'42"	N57°37'47"W	589.63
C19	2299.50	554.78	13°55'54"	N38°09'11"W	554.43
C20	36.00	44.14	79°15'27"	S78°02'38"E	41.43

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C21	54.00	233.82	248°05'43"	S10°52'31"W	89.49
C22	455.23	231.92	29°11'22"	S02°33'37"E	229.42
C23	430.23	175.42	20°21'43"	S05°28'46"E	174.21
C24	480.23	54.01	6°36'40"	N13°56'18"W	53.99
C25	36.00	9.37	14°55'07"	N09°42'04"W	9.35
C26	53.00	91.23	98°37'15"	N51°33'08"W	80.37
C27	36.00	9.83	15°38'38"	S86°57'34"W	9.80
C28	945.00	527.20	31°58'15"	S71°41'55"E	520.49
C29	970.00	523.52	29°44'30"	S79°55'02"E	497.89
C30	920.00	473.77	29°30'20"	N70°27'57"W	468.55
C31	370.00	53.18	8°14'07"	S59°49'51"E	53.13
C32	36.00	47.90	7°6'14.24"	N77°55'54"E	44.45
C33	54.00	228.43	242°22'07"	S19°00'14"E	92.39
C34	420.00	161.71	22°03'37"	N66°44'36"W	160.71
C35	395.00	152.06	22°03'27"	S66°44'31"E	151.13
C36	36.00	43.46	69°10'21"	S64°50'52"W	40.87
C37	1174.68	244.52	11°55'34"	N37°15'12"W	244.08
C38	1174.68	331.31	16°09'36"	N14°32'45"W	330.21
C39	1132.68	214.14	10°49'56"	N03°02'58"W	213.83
C40	2573.00	82.98	1°50'52"	N08°46'33"E	82.98

R190008 SHEET 4 OF 5

PREPARED BY: **GOODWIN & MARSHALL P.C.**  
 CIVIL ENGINEERS - PLANNERS - SURVEYORS

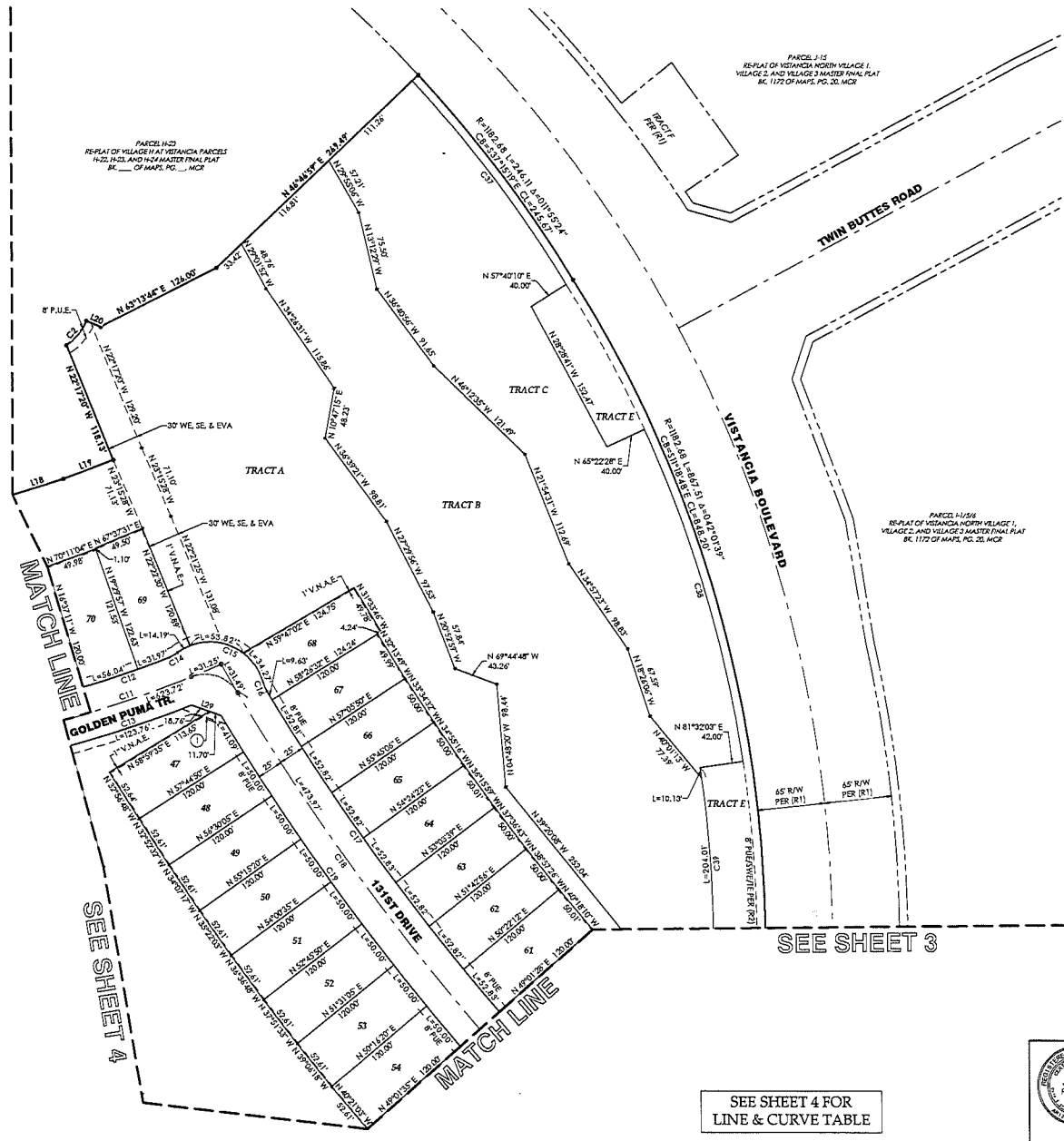
SURVEYED BY:



2705 S. Alma School Road, Suite 2  
 Chandler, Arizona 85044  
 (602) 218-7285

Arizona Surveying and Mapping  
 2442 W. Alhambra Lane, Suite 4, Phoenix, Arizona 85027  
 TEL (602) 245-9919 FAX (602) 248-9844 info@asm1.com

FINAL PLAT OF VILLAGE H AT VISTANCIA PARCEL H-22



PARCEL 1423  
RE-PLAT OF VILLAGE 11 AT VISTANCIA PARCELS  
1423 INCL AND 1424 MASTER FINAL PLAT  
BK. 1172 OF MAPS, PG. 22, MCR

PARCEL 1415  
RE-PLAT OF VISTANCIA NORTH VILLAGE 1,  
VILLAGE 2, AND VILLAGE 3 MASTER FINAL PLAT  
BK. 1172 OF MAPS, PG. 22, MCR

PARCEL 1416A  
RE-PLAT OF VISTANCIA NORTH VILLAGE 1,  
VILLAGE 2, AND VILLAGE 3 MASTER FINAL PLAT  
BK. 1172 OF MAPS, PG. 22, MCR

MATCH LINE

GOLDEN PUMA TRL

121ST DRIVE

SEE SHEET 4 FOR  
LINE & CURVE TABLE

SEE SHEET 3

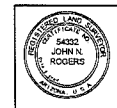
SEE SHEET 4

R190008

SHEET 5 OF 5

PREPARED BY: **GOODWIN AND MARSHALL INC.**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS

SURVEYED BY: **AS/M**  
Arizona Surveying and Mapping  
2465 W. Mission Lane, Suite 4, Phoenix, Arizona 85044  
TEL: (602) 246-9919 FAX: (602) 246-9944 info@goodwin.com

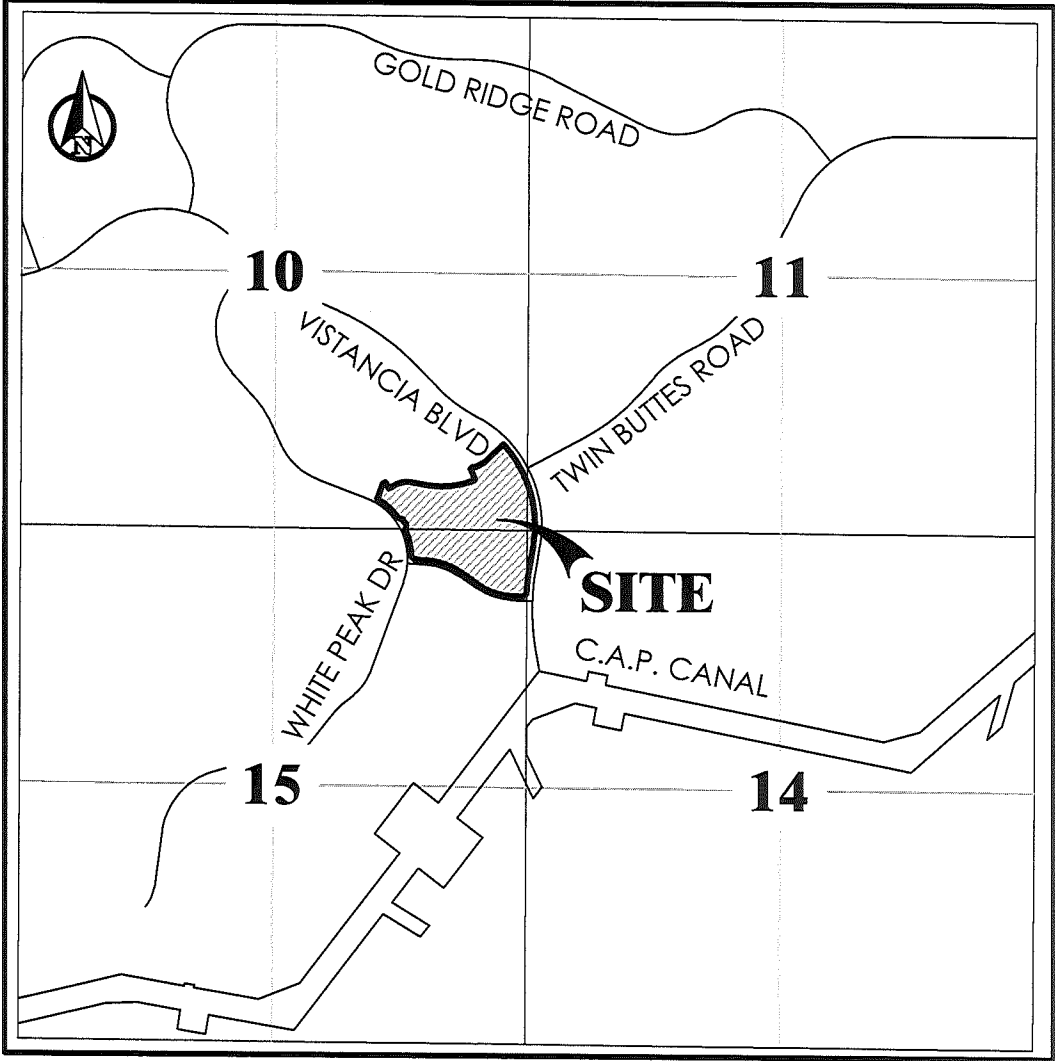


FINAL PLAT OF VILLAGE H AT VISTANCIA PARCEL H-27

PLAN 10791A - Vistaancia North Village H & L, CCG000123.PLT (AT 1423) PRJ.A4.dwg



# VILLAGE H AT VISTANCIA PARCEL H-22



VICINITY MAP

N.T.S.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 23C.

Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Katie Gregory, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Final Plat, Vistancia Village H Parcel H-23, White Peak Drive and Sonoran View Drive

---

**Purpose:**

Discussion and possible action to approve the Final Plat for Vistancia Village H Parcel H-23, located on White Peak Drive approximately 740 feet North of Sonoran View Drive, subject to stipulations.

**Summary:**

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water and sewer service area. This Final Plat creates a total of 112 new lots within the Vistancia Village H development. All internal roadways are public and will be maintained by the City.

The Re-Plat, Vistancia North Village 1, Village 2, and Village 3 Master Final Plat dedicated the major roadway network and established the overall parcel boundaries, recorded in book 1172 of maps page 20 MCR.

The Re-Plat, Village H at Vistancia parcels H-22, H-23, and H-24 Master Final Plat will revise the overall parcel boundaries and is scheduled on the same Council agenda. The Re-Plat will be recorded prior to this Final Plat.

**Previous Actions/Background:**

The Vistancia North Village 1, Village 2, and Village 3 Master Final Plat dedicated the major roadway network and established the overall parcel boundaries, recorded in book 1172 of maps page 20 MCR.

**Options:**

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

**B:** The other option would be to formally approve the Final Plat and allow this parcel to be developed.

**Staff Recommendation:**

Staff recommends the approval and subsequent recordation of the attached Final Plat subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.
2. An approval of design from the Development and Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.
4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

**Fiscal Analysis:**

No fiscal impact.

**ATTACHMENTS:**

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

**Contact Name and Number:**

Adina Lund, Development and Engineering Director, (623) 773-7249

**FINAL PLAT**  
OF  
**"VILLAGE H AT VISTANCIA PARCEL H-23"**

BEING A RE-PLAT OF PARCEL H-23 AS SHOWN IN THE RE-PLAT FOR VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT RECORDED IN BOOK \_\_\_\_\_ OF MAPS, PAGE \_\_\_\_\_, MCR, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

**DEDICATION**

STATE OF ARIZONA §  
COUNTY OF MARICOPA §

KNOW ALL MEN BY THESE PRESENTS:

THAT VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("VISTANCIA VILLAGE H"), HEREINAFTER REFERRED TO IN THIS PLAT AS THE "SUBDIVIDER", AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT FOR "VILLAGE H AT VISTANCIA PARCEL H-23", SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY DECLARES THAT THIS FINAL PLAT OF PARCEL H-23 OF THE RE-PLAT FOR "VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT RECORDED IN BOOK \_\_\_\_\_ OF MAPS, PAGE \_\_\_\_\_, MCR, SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS, AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, EASEMENT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID FINAL PLAT.

ALL NOTATIONS AND DEDICATIONS STATED WITHIN THE RE-PLAT FOR VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT AS RECORDED IN BOOK \_\_\_\_\_ OF MAPS, PAGE \_\_\_\_\_, MCR, SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDED OF THIS PLAT UNLESS OTHERWISE NOTED.

PUBLIC UTILITY EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH, THE MAINTENANCE OF LANDSCAPING WITHIN THE PUE SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

THE SUBDIVIDER, AS OWNER, DOES HEREBY DEDICATE TO THE CITY OF PEORIA THE PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON FOR USE AS (A) PUBLIC STREETS, (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES, AND (C) FACILITIES RELATED TO ANY OR ALL OF THE FOREGOING, LANDSCAPING WITHIN THE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE VISTANCIA NORTH ASSOCIATION (AS HEREINAFTER DEFINED). VISTANCIA VILLAGE H HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHTS-OF-WAY SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOEVER.

SLOPE EASEMENTS SHOWN HEREON ACROSS LOTS 73, 74, 76, 77, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, AND 91 ARE FOR THE PURPOSE OF RESTRICTING THE REGRADING OR REMOVAL OF MATERIAL FROM THE EASEMENT, THE OWNERS OF THE LOTS MAY CHANGE THE GRADING IN THIS AREA BY OBTAINING A GRADING PERMIT FROM THE CITY ALONG WITH AN ENGINEERED PLAN THAT TAKES INTO CONSIDERATION THE EARTHWORK, WALLS AND DRAINAGE CONCERNS.

THE CITY OF PEORIA IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON TRACTS "A", "B", "C", "D", "E", "F", "G", "H" AND "I". THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE APPLICABLE ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, AND DRAINAGE FACILITIES, AS LONG AS THE APPLICABLE ASSOCIATION EXISTS, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT, AS USED HEREIN. "APPLICABLE ASSOCIATION" MEANS THE VISTANCIA NORTH ASSOCIATION AS TO TRACTS "A", "B", "C", "D", "E", "F", "G", "H" AND "I", AND THE MAINTENANCE CORPORATION AS TO TRACTS "G" AND "I".

AS USED HEREIN, THE TERM "MAINTENANCE CORPORATION DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VISTANCIA, DATED DECEMBER 19, 2018 AND RECORDED IN BOOK \_\_\_\_\_ OF MAPS, PAGE \_\_\_\_\_, MCR, INSTRUMENT NO. 2018-0931102, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS FROM TIME TO TIME THEREAFTER SUPPLEMENTED AND OR AMENDED, THE TERM "MAINTENANCE CORPORATION" SHALL MEAN AND REFER TO VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION.

AS USED HEREIN, THE TERM "VISTANCIA NORTH DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN VISTANCIA NORTH DECLARATION, TO BE HEREINAFTER RECORDED (AS AMENDED FROM TIME TO TIME), THE TERM "VISTANCIA NORTH ASSOCIATION" SHALL MEAN AND REFER TO VISTANCIA NORTH MASTER COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION, THE PROPERTY IN THIS PLAT IS PART OF THE SUBJECT PROPERTY UNDER THE VISTANCIA NORTH DECLARATION, AND WILL BE SUBJECT TO THE VISTANCIA NORTH DECLARATION, IN ACCORDANCE WITH A VISTANCIA NORTH NOTICE OF APPLICABILITY.

SUBJECT TO THE TERMS OF THE VISTANCIA NORTH DECLARATION, TRACTS "A", "B", "C", "D", "E", "F", "G", "H" AND "I" ARE HEREBY DECLARED TO BE VILLAGE COMMON AREAS (AS DEFINED IN THE MAINTENANCE CORPORATION DECLARATION) AND COMMON AREAS (AS DEFINED IN THE VISTANCIA NORTH DECLARATION), WHICH (1) IS RESERVED EXCLUSIVELY FOR THE USE OF THE OWNERS AND MEMBERS (AS SUCH TERMS ARE DEFINED IN THE VISTANCIA NORTH DECLARATION) AND OTHER PERSONS GRANTED THE RIGHT TO USE SUCH COMMON AREAS PURSUANT TO THE TERMS OF THE VISTANCIA NORTH DECLARATION OR OTHER RECORDED INSTRUMENT, AND (2) SHALL BE CONVEYED TO, AND LANDSCAPING, DRAINAGE FACILITIES AND OTHER IMPROVEMENTS THEREIN SHALL BE MAINTAINED BY THE VISTANCIA NORTH ASSOCIATION, PURSUANT TO THE TERMS OF THE VISTANCIA NORTH DECLARATION. THE FOREGOING TRACTS SHALL BE USED FOR DRAINAGE AND/OR OTHER PURPOSES AS MORE FULLY SET FORTH IN THE TRACT SUMMARY TABLE PROVIDED HEREON ON PAGE 2 OF THIS FINAL PLAT. TRACTS "G" AND "I" ARE HEREBY DECLARED AS COMMON PROPERTY UNDER THE VISTANCIA NORTH DECLARATION AND FOR THE MAINTENANCE CORPORATION DECLARATION AND FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT SUMMARY TABLE PROVIDED HEREON ON PAGE 2 OF THIS FINAL PLAT. SAID TRACT SHALL BE OWNED AND MAINTAINED BY THE VISTANCIA MAINTENANCE CORPORATION PURSUANT TO THE TERMS OF THE MAINTENANCE CORPORATION DECLARATION. ANY TRACT DECLARATION OR OTHER INSTRUMENT HEREAFTER RECORDED WITH RESPECT TO ANY OR ALL OF THE FOREGOING TRACTS

**DEDICATION CONT.**

MAY SET FORTH ADDITIONAL COVENANTS, CONDITIONS AND/OR RESTRICTIONS WITH RESPECT TO SUCH TRACT AND/OR THE USE THEREOF (INCLUDING, BUT NOT LIMITED TO, RESTRICTIONS WHICH FURTHER LIMIT THE PERSONS ENTITLED TO USE ANY OR ALL OF SUCH TRACTS).

THE SUBDIVIDER, AS OWNER, DOES HEREBY GRANT TO THE CITY OF PEORIA, AN EASEMENT FOR MAINTENANCE OF ON-STREET RETENTION BASINS, PIPE STORAGE SYSTEMS (S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY OWNER OR THE ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A HAZARD OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE SUBDIVIDER, AS OWNER, DOES HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY, ARIZONA, ITS SUCCESSORS, AND ASSIGNS, A PERMANENT AND PERPETUAL PUBLIC WATER EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ACCESS AND ENTER UPON, OVER, ACROSS, AND UNDER THE SURFACE, FOR PUBLIC, CONSTRUCTION, MAINTENANCE, OPERATION, AND REPLACEMENT OF PUBLIC WATER LINES OVER, UNDER, AND ACROSS TRACTS "A", "E" AND "I" SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, TO HAVE AND TO HOLD THE SAID EASEMENT UNTO THE CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS. FURTHER, TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER LINES SUBJECT TO NOTES 1, 2, 3, AND 4 BELOW, AND THE GRANTOR HEREBY WARRANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED OF THE FOREMENTIONED TRACTS, THAT IT HAS A GOOD AND LAWFUL RIGHT TO SELL AND CONVEY THEM, AND THAT THEY WILL WARRANT THE TITLE AND QUIET POSSESSION THERE TO AGAINST THE LAWFUL CLAIM OF ALL PERSONS.

**NOTES:**

1. THE SAID EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT MAINTENANCE AND OPERATION OF SAID PUBLIC WATER LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
4. GRANTOR, ITS SUCCESSORS AND ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

IN THE EVENT THE RIGHT, PRIVILEGE AND EASEMENT HEREIN GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREIN GRANTED ALL RIGHTS HEREIN GRANTED SHALL CEASE AND REVERT TO THE GRANTOR, ITS SUCCESSORS OR ASSIGNS.

THE UNDERSIGNED VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETOBY CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED SIGNER DULY AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE AUTHORIZED SIGNATORY

**ACKNOWLEDGMENT**

STATE OF ARIZONA §

COUNTY OF \_\_\_\_\_ §

THE FOREGOING INSTRUMENT WAS A KNOWN BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY \_\_\_\_\_, THE AUTHORIZED SIGNATORY FOR VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

IN WITNESS WHEREOF:

I HERETOBY SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

**VISTANCIA NORTH ASSOCIATION**

**RATIFICATION AND CONSENT**

THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

VISTANCIA NORTH MASTER COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ARIZONA §

COUNTY OF MARICOPA §

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE \_\_\_\_\_ OF VISTANCIA NORTH MASTER COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HERETOBY SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

**VISTANCIA MAINTENANCE CORPORATION**

**RATIFICATION AND CONSENT**

THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ARIZONA §

COUNTY OF MARICOPA §

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE \_\_\_\_\_ OF VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HERETOBY SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

**SHEET INDEX**

SHEET 1 COVER

SHEET 2 NOTES, KEY MAP, LEGEND TRACT SUMMARY TABLE,

SHEETS 3-4 TYPICAL PLAT PLAN SHEETS

**ZONING**

CITY OF PEORIA ZONING

CASE #201-104, 14 "P CD VPD-5"

**APPROVAL OF VISTANCIA DECLARANT**

THE UNDERSIGNED, DECLARANT UNDER THE MAINTENANCE CORPORATION DECLARATION, HEREBY APPROVES THIS PLAT PURSUANT TO SECTION 14.2 OF THE MAINTENANCE CORPORATION DECLARATION.

VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: AUTHORIZED SIGNATORY

**ACKNOWLEDGMENT**

STATE OF ARIZONA §

COUNTY OF \_\_\_\_\_ §

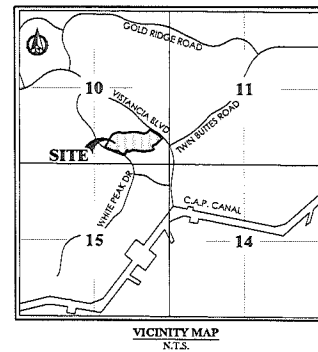
THE FOREGOING INSTRUMENT WAS A KNOWN BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY \_\_\_\_\_, THE AUTHORIZED SIGNATORY FOR VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

IN WITNESS WHEREOF:

I HERETOBY SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_



**SURVEYOR'S STATEMENT**

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACED.



BY: LANCE C. DICKSON, P.L.S. #46643  
ARIZONA SURVEYING AND MAPPING  
2440 W. MICHIGAN LANE, SUITE 4  
PHOENIX, ARIZONA 85021  
(602) 246-9919

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.



BY: JOHN N. ROGERS, P.L.S. #54332  
GOODWIN AND MARSHALL, INC.  
2755 S. ALMA SCHOOL RD., STE. 2  
CHANDLER, ARIZONA 85286  
(602) 218-7285

NOTE: A.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

**APPROVALS**

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ATTENDED BY: \_\_\_\_\_ MAYOR DATE: \_\_\_\_\_

ATTENDED BY: \_\_\_\_\_ CLERK DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

FOR CITY ENGINEER

R190009

SHEET 1 OF 4

PREPARED BY:

**GOODWIN & MARSHALL**  
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS

SURVEYED BY:



2820 N. EL MIRAGE ROAD, SUITE 102  
PEORIA, ARIZONA 85383  
(602) 455-4972

2755 S. ALMA SCHOOL ROAD, SUITE 2  
CHANDLER, ARIZONA 85286  
(602) 218-7285

Arizona Surveying and Mapping  
2440 W. MICHIGAN LANE, SUITE 4, PHOENIX, ARIZONA 85021  
TEL: (602) 246-9919 FAX: (602) 246-9944 info@asmaz.com

FINAL PLAT OF VILLAGE H AT VISTANCIA PARCEL H-23

MAP 10791A - Vistancia North Village H & R190009 V03 PLAN V03 PLAT 4.09

STREET SUMMARY TABLE	
STREET NAME	R/W AREA (SQ. FT.)
APACHE RAIN ROAD	91,911
133RD AVE	10,845
CRIMSON TERRACE	61,230
130TH DRIVE	10,689
132ND LANE	7,565

TRACT SUMMARY TABLE			
TRACT	AREA (SQ. FT.)	USAGE	MAINTENANCE RESPONSIBILITY
A	143,428	C.A., D.E., L.S., O.S., P.U.E., S.W.E., W.E., T.E.	H.O.A.
B	31,235	C.A., O.S., P.U.E.	H.O.A.
C	2,270	C.A., O.S., P.U.E.	H.O.A.
D	1,406	L.S., O.S.	H.O.A.
E	1,395	C.A., L.S., O.S., P.U.E., W.E.	H.O.A.
F	9,686	C.A., D.E., L.S., O.S., P.U.E., S.W.E., T.E.	H.O.A.
G	31,482	C.A., D.E., O.S., P.U.E., S.W.E., T.E.	V.M.C.
H	17,264	C.A., L.S., O.S., P.U.E., S.W.E., T.E.	H.O.A.
I	14,442	D.E., L.S., P.U.E., S.E., S.W.E., T.E., W.E.	V.M.C.

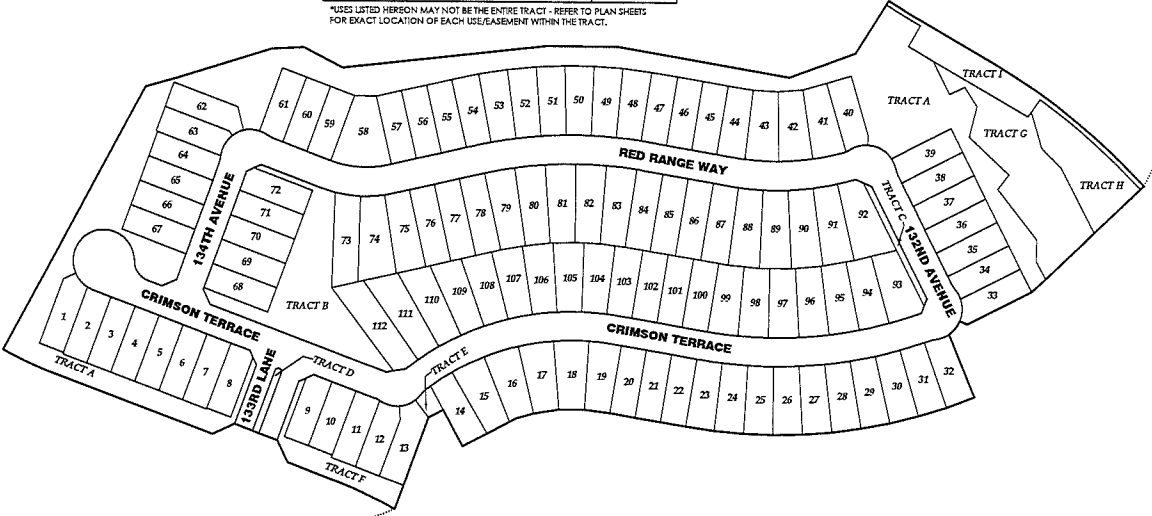
\*USES LISTED HEREON MAY NOT BE THE ENTIRE TRACT - REFER TO PLAN SHEETS FOR EXACT LOCATION OF EACH USE/EASEMENT WITHIN THE TRACT.

**MAINTENANCE LEGEND**  
H.O.A. VISTANCIA NORTH ASSOCIATION  
V.M.C. VISTANCIA MAINTENANCE CORPORATION

**LAND USAGE LEGEND**  
C.A. COMMON AREA  
D.E. DRAINAGE EASEMENT  
L.S. LANDSCAPE  
O.S. OPEN SPACE  
P.U.E. PUBLIC UTILITY EASEMENT  
S.W.E. SIDEWALK EASEMENT  
W.E. CITY OF PEORIA WATER EASEMENT  
T.E. TRAIL EASEMENT

**NOTES**

- THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #1237 AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) #1144.
- 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 KVA, 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 TRACTS "A" AND "F" SHALL BE THE RESPONSIBILITY OF THE VISTANCIA NORTH ASSOCIATION.
- MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN TRACT "G" AND "I" SHALL BE THE RESPONSIBILITY OF THE VISTANCIA MAINTENANCE CORPORATION.
- 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 EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES, NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED, TREES ARE TO BE PLANTED 50 AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
- THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
- THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE, LOU MOUNTAIN PARKWAY IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
- THIS SUBDIVISION 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.
- THIS SUBDIVISION HAS A REDUCED LEVEL OF STREETLIGHTING, ANY FUTURE ADDITIONAL STREETLIGHTING WILL BE AT THE EXPENSE OF THE ABUTTING PROPERTY OWNERS, NOT AT CITY EXPENSE.
- AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.



LEGEND	
●	FOUND MONUMENT AS NOTED
•	SET CORNER AS NOTED
(R)	RECORD
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
V.M.A.E.	VEHICULAR NON-ACCESS EASEMENT
W.E.	CITY OF PEORIA WATER EASEMENT
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDS
S.C.	SOCC
P.C.	PAGE
---	BOUNDARY LINE
---	EASEMENT LINE
---	SECTION LINE
---	CENTER LINE
---	ADJACENT LINK

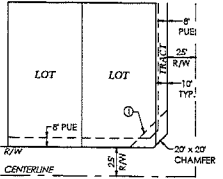
MONUMENT NOTES	
7	GLO CAP ON 3/4" IRON PIPE STAMPED 1922 S. 10.15-1/4
12	GLO CAP ON 1" IRON PIPE STAMPED 1922 S. 10.11-1/4
13	GLO CAP ON 2" IRON PIPE STAMPED 1922 S. 10.11.14.15
14	GLO CAP ON 3" IRON PIPE STAMPED 1922 S. 11.14-1/4
22	GLO CAP ON 2" IRON PIPE STAMPED 1922 S. 14.15-1/4

N 74° 35' 35" E 1116.76

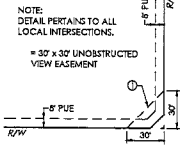
N 89° 33' 00" W 2438.00

N 89° 41' 30" W 2440.88

**RECORD DOCUMENT**  
(R1) RE-PLAT OF VISTANCIA NORTH VILLAGE 1, VILLAGE 2, AND VILLAGE 3 MASTER FINAL PLAT RECORDED IN BOOK 1172 OF MAPS, PAGE 20, MCR  
(R2) RE-PLAT OF VILLAGE 4 AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT RECORDED IN BOOK \_\_\_\_ OF MAPS, PAGE \_\_\_\_ MCR

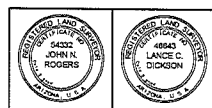


TYPICAL LOT DETAIL N.T.S.



TYPICAL U.V.E. DETAIL FOR LOCAL STREETS N.T.S.

AREA SUMMARY	
AREA	SQ. FT.
TRACTS	252,828
LOTS	645,533
RIGHT-OF-WAYS	182,239
GROSS	1,100,570
NET	918,331



**R190009** SHEET 2 OF 4

PREPARED BY: SURVEYED BY:

**GOODWIN & MARSHALL**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS

2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(480) 218-7285



Arizona Surveying and Mapping  
2440 W. Aliscian Lane, Suite 4, Phoenix, Arizona 85029  
TEL: (602) 246-9919 FAX: (602) 246-9944 info@asam1.com

\*FINAL PLAT OF VILLAGE H AT VISTANCIA PARCEL H-23\*

W:\190019 - Vistancia North Village H & K COG00\1903\FINAL\PLAT.dwg

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	53.00	30.97	33°28'53"	N89°31'02"E	30.53
C2	200.00	115.06	32°57'46"	S84°07'09"E	113.48
C3	755.00	291.42	22°04'55"	N88°20'35"E	289.61
C4	470.00	253.52	30°54'20"	N84°03'52"E	250.44
C5	775.00	446.73	33°01'37"	S85°00'14"W	440.57
C6	450.00	408.03	51°57'08"	S73°32'28"W	394.20
C6	450.00	408.03	51°57'08"	S73°32'28"W	394.20
C7	6.00	18.85	180°00'00"	N69°38'59"W	12.00
C8	54.00	235.26	24°47'01"	N55°10'19"E	88.67
C9	35.00	42.53	69°36'57"	S34°49'39"E	39.96
C10	36.00	9.37	14°55'07"	N12°54'19"E	9.35
C11	53.00	110.85	119°50'15"	N45°21'55"E	91.72
C12	36.00	9.37	14°55'07"	S42°10'38"E	9.35
C13	225.00	129.44	32°57'46"	S84°07'09"E	127.67
C14	175.00	100.68	32°57'46"	S84°07'09"E	99.30
C15	760.00	301.07	22°04'55"	N88°20'35"E	299.20
C16	730.00	281.77	22°04'55"	N88°20'35"E	280.02
C17	445.00	194.86	25°20'49"	N58°59'38"E	195.26
C18	495.00	224.19	25°56'59"	N58°59'38"E	222.28
C19	36.00	10.33	16°26'50"	N45°56'49"E	10.30

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C20	53.00	102.15	110°25'28"	S47°03'52"E	87.05
C21	36.00	9.37	14°55'07"	S19°18'42"E	9.35
C22	36.00	9.37	14°55'07"	S34°12'50"E	9.35
C23	53.00	59.64	44°28'19"	S09°27'14"E	56.54
C24	53.00	25.92	28°01'17"	S70°16'22"W	25.64
C25	36.00	8.87	14°06'44"	S77°13'43"W	8.84
C26	800.00	409.73	29°20'41"	S84°52'42"W	405.27
C27	750.00	385.82	29°28'29"	S84°46'48"W	381.58
C28	475.00	395.31	47°41'00"	S75°49'33"W	384.00
C29	425.00	348.74	47°02'29"	S75°59'48"W	339.22
C30	36.00	10.38	14°31'20"	S44°12'54"W	10.35
C31	53.00	82.63	89°19'47"	S80°37'07"W	74.51
C32	36.00	9.37	14°55'07"	N42°10'33"E	9.35
C33	1174.68	233.84	11°24'21"	N48°55'11"W	233.45
C34	1558.00	69.71	2°33'49"	S08°54'09"E	69.71

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S24°38'07"E	42.43
L2	S49°38'07"E	80.00
L3	N45°21'55"E	42.43
L4	S67°13'04"E	14.82
L5	N69°19'22"E	51.75
L6	N72°32'46"E	51.75
L7	N75°46'09"E	51.75
L8	N78°59'33"E	51.75
L9	N82°12'57"E	51.75
L10	N85°26'21"E	51.75
L11	N88°39'45"E	51.75
L12	S84°00'51"E	51.75
L13	S84°53'27"E	51.75
L14	S81°43'01"E	50.84
L15	S82°24'02"E	45.00
L16	N89°35'29"E	45.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L17	N81°07'49"E	45.00
L18	N79°57'54"E	31.22
L19	S27°54'32"E	72.40
L20	N61°50'11"E	28.96
L21	S49°38'07"E	40.00
L22	S49°38'07"E	40.00
L23	S20°21'53"W	155.00
L24	N20°21'49"E	29.00
L25	N45°21'55"E	28.28
L26	N24°38'07"W	28.28
L27	N24°38'07"W	28.28
L28	N45°21'55"E	28.28
L29	S49°38'07"E	27.53
L30	N45°21'55"E	28.28
L31	S47°10'50"E	30.46
L32	S21°15'13"W	24.75

LINE TABLE		
LINE #	BEARING	DISTANCE
L33	S82°29'47"W	34.69
L34	S49°38'07"E	45.00
L35	S49°38'07"E	45.00
L36	S44°14'50"W	23.57
L37	N37°31'32"W	9.64
L38	N10°29'40"W	41.78
L39	N84°48'40"W	43.66
L40	S85°29'12"W	43.66
L41	N2°30'30"E	16.00
L42	N37°31'32"W	38.15
L43	S04°18'45"E	24.13
L44	S27°54'32"E	42.64
L45	N77°47'15"E	43.89
L46	N84°00'55"E	43.89
L47	N88°14'34"E	43.89
L48	S87°31'46"E	43.89

LINE TABLE		
LINE #	BEARING	DISTANCE
L49	S83°18'50"E	43.89
L50	S89°53'30"E	44.69
L51	S80°51'42"E	48.93
L52	S84°53'16"E	55.59
L53	S89°57'45"E	55.97
L54	N84°57'48"E	55.59
L55	N79°53'45"E	55.59
L56	S29°14'16"E	4.17
L57	S16°19'37"E	26.84
L58	S16°18'50"E	33.37
L59	N39°23'27"E	34.73
L60	S32°39'22"E	39.38
L61	N45°34'24"E	29.42
L62	S27°46'57"W	42.00

LOT AREA TABLE	
LOT #	Area (SQ. FT.)
1	5732.26
2	5538.79
3	5535.00
4	5535.00
5	5535.00
6	5535.00
7	5535.00
8	5409.12
9	5382.90
10	5400.00
11	5620.15
12	5469.96
13	4319.23
14	5680.75
15	4612.64
16	6489.96
17	6493.11
18	6493.11

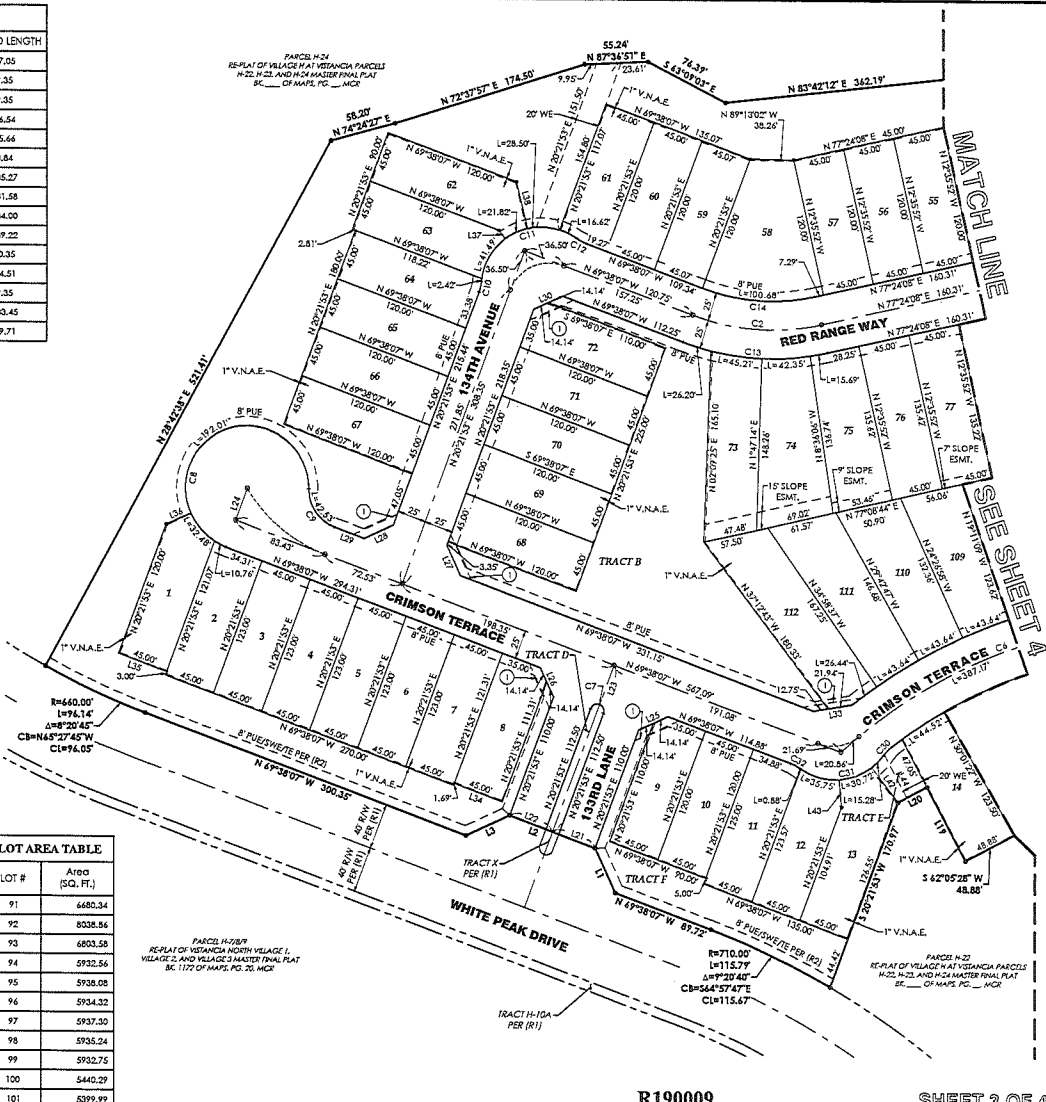
LOT AREA TABLE	
LOT #	Area (SQ. FT.)
19	6137.26
20	5400.00
21	5400.00
22	5400.00
23	5740.61
24	5793.21
25	5793.21
26	5793.21
27	5793.21
28	5793.21
29	5793.21
30	5793.21
31	5695.94
32	5695.94
33	5649.18
34	5649.18
35	5400.00
36	5400.00

LOT AREA TABLE	
LOT #	Area (SQ. FT.)
37	5400.00
38	5400.00
39	5404.19
40	5404.66
41	6311.90
42	6232.01
43	6232.01
44	5664.81
45	5400.00
46	5400.00
47	5467.17
48	5400.00
49	5400.00
50	5694.18
51	5694.18
52	5400.00
53	5694.18
54	5694.18
55	5574.01

LOT AREA TABLE	
LOT #	Area (SQ. FT.)
56	5400.00
57	5400.00
58	5400.00
59	5408.52
60	5400.00
61	5355.03
62	6029.80
63	5494.36
64	5392.74
65	5400.00
66	5400.00
67	5400.00
68	5400.00
69	5400.00
70	6955.63
71	5400.00
72	5350.00

LOT AREA TABLE	
LOT #	Area (SQ. FT.)
73	7078.14
74	7800.68
75	6614.22
76	6099.41
77	6099.34
78	5934.32
79	6611.64
80	6611.64
81	6611.64
82	6611.64
83	6611.44
84	6146.54
85	4076.00
86	6075.01
87	6301.72
88	5884.60
89	6725.82
90	6682.82

LOT AREA TABLE	
LOT #	Area (SQ. FT.)
91	6680.34
92	8038.56
93	6803.58
94	5932.56
95	5938.08
96	5934.32
97	5937.30
98	5935.24
99	5932.75
100	5440.29
101	5399.99
102	5399.91
103	5618.84
104	5881.40
105	5882.54
106	6955.78
107	5886.16
108	5975.66



**R190009** SHEET 3 OF 4

PREPARED BY: **GOODWIN & MARSHALL**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS

SURVEYED BY: **ASV**  
Arizona Surveying & Mapping

2703 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(602) 216-7285

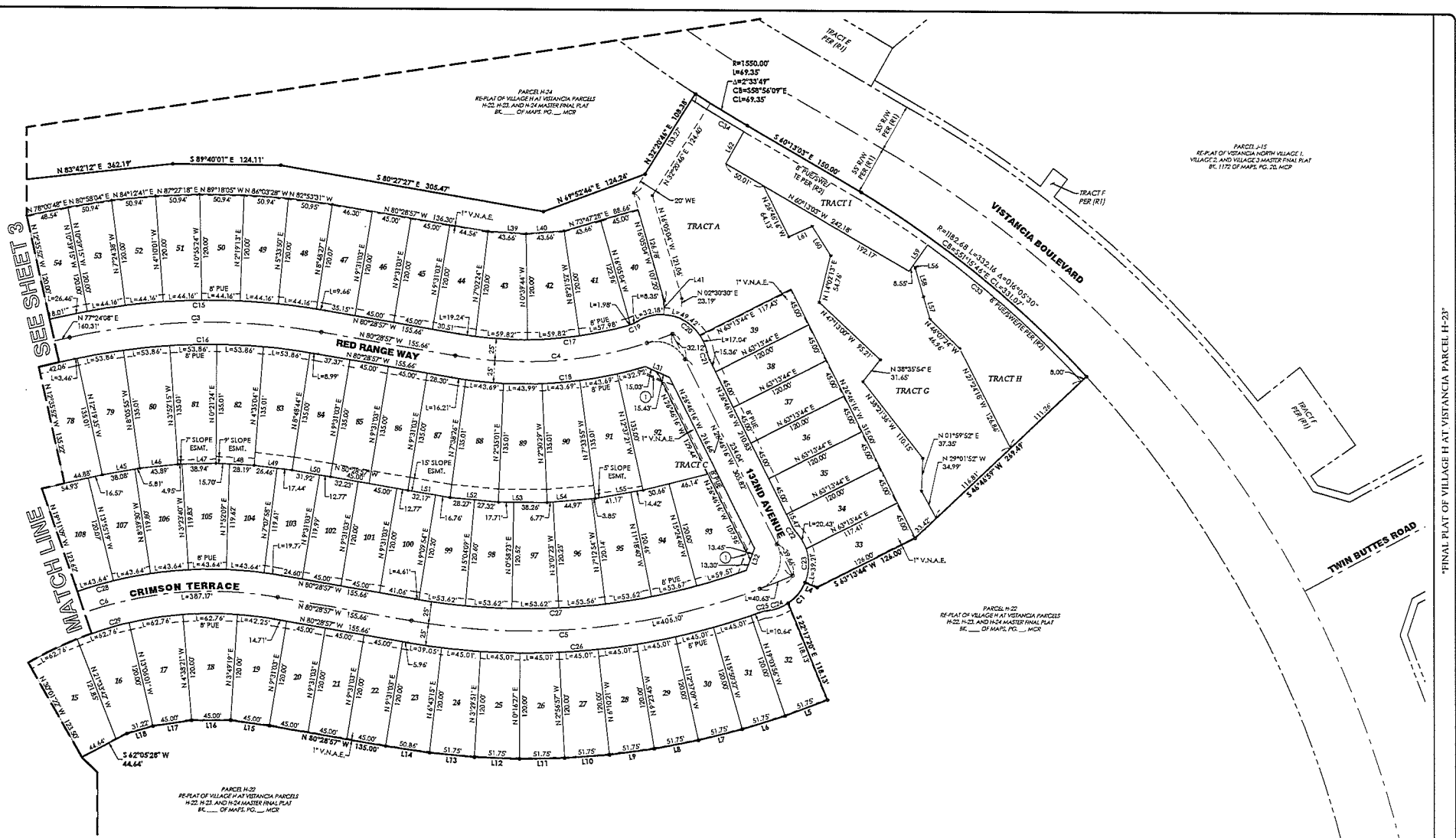
2400 W. McDowell Blvd., Phoenix, Arizona 85027  
TEL: (602) 246-9919 FAX: (602) 246-9944



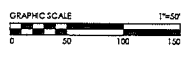
FINAL PLAT OF VILLAGE H AT VISTANCIA PARCEL H-23

VA10791A - Voloced North Village H & G. GOODWIN & MARSHALL FINAL PLAT

SEE SHEET 3  
MATCH LINE



FINAL PLAT OF VILLAGE H AT VISTANCIA PARCEL H-21



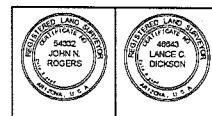
R190009 SHEET 4 OF 4

PREPARED BY: SURVEYED BY:

**GOODWIN & MARSHALL**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS

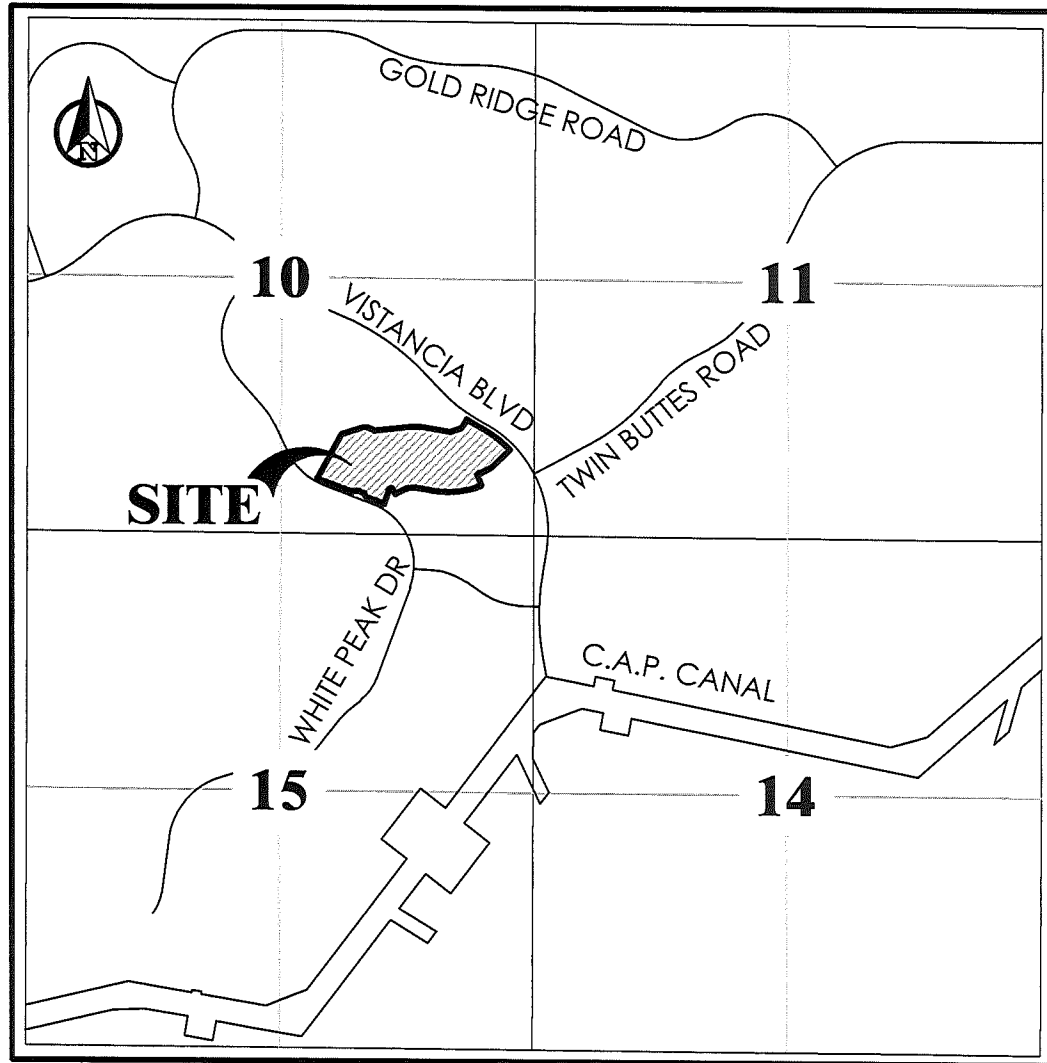
**AS&M**  
Arizona Surveying & Mapping

2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(602) 219-7285



10/10/21 A. - Volunteered North Village H.A. ACCORDING TO PLAN 1023 PER 10.000

# VILLAGE H AT VISTANCIA PARCEL H-23



VICINITY MAP  
N.T.S.



Date Prepared: 5/30/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Katie Gregory, Deputy City Manager  
**FROM:** Adina Lund, P.E., Development and Engineering Director  
**SUBJECT:** Replat of Units 100 Thru 103, Building “B” and “F” of Peoria-Arrowhead Corporate Center, A Condominium, 83rd Avenue and Greenway Road

---

**Purpose:**

Discussion and possible action to approve a Replat of Units 100 Thru 103, Building “B” and “F” of Peoria-Arrowhead Corporate Center, A Condominium, located on 83rd Avenue and Greenway Road, subject to stipulations.

**Summary:**

The purpose of the Replat is to reconfigure four (4) units into two (2) on Building “B” and four (4) units into one (1) on Building “F” for commercial use. The Peoria-Arrowhead Corporate Center condominium 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.)

**Previous Actions/Background:**

The original condominium plat was recorded in Book 772 Page 34.

**Options:**

**A:** The Replat has been approved through the Development and Engineering Department. An option would be to not accept the proposed Replat; although it should be noted that not approving the Replat will prevent the Developer from moving forward with sale and development of these units.

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

**Staff Recommendation:**

Staff recommends the approval and subsequent recordation of the attached Replat.

**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

# RE-PLAT OF UNITS 100 THRU 103, BUILDING "B" AND "F" OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM

A REPLAT OF BUILDING B & F OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM, RECORDED IN 772 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

## DEDICATION

STATE OF ARIZONA } s.s.  
COUNTY OF MARICOPA }  
KNOWN ALL MEN BY THESE PRESENTS:

ARROWHEAD EQUITIES II LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND JOHN A. RIGAU, HUSBAND OF PAULA D. RIGAU, AS SOLE AND SEPARATE PROPERTY, AS OWNERS OF THE PROPERTY HEREIN DECREASED BY THE RECORDED OF THIS PLAT PURSUANT TO A.R.S. §33-1219, AN INTEGRAL PART OF THE CONDOMINIUM DECLARATION FOR PEORIA-ARROWHEAD CORPORATE CENTER WILL CREATE UNDER THE NAME OF A RE-PLAT OF UNITS 100 THRU 103, BUILDING "B" AND "F" OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM, RECORDED IN 772 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS RE-PLAT OF UNITS 100 THRU 103, BUILDING "B" AND "F" OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GROSS MEASUREMENTS AND DIMENSIONS OF THE EASEMENT, RIGHT-OF-WAY AND UNITS AND THAT EACH UNIT SHALL BE KNOWN BY THE NUMBER GIVEN ON THIS RE-PLAT AND HEREBY DECLARES THAT THIS RE-PLAT SETS FORTH THE HORIZONTAL AND VERTICAL BOUNDARIES OF EACH UNIT AND IT UNDERLYING NUMBER AND THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS CONTAINED WITHIN THE CONDOMINIUM AND SETS FORTH THE LOCATION AND PURPOSE OF ANY EASEMENTS NOW SERVING OR BURDENING THE CONDOMINIUM.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN SAID PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM, ACCORDING TO DECLARATION OF CONDOMINIUM RECORDED IN DOCUMENT NO. 2005-1208831, SUPPLEMENTAL DECLARATION RECORDED IN DOCUMENT NO. 2005-1568089, FIRST AMENDMENT RECORDED IN DOCUMENT NO. 2017-782763 AND PLAT RECORDED IN BOOK 772 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDED OF THIS CONDOMINIUM RE-PLAT.

IN WITNESS WHEREOF, ARROWHEAD EQUITIES II LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAS HERE UNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF JOHN A. RIGAU, ITS OWNER THEREUNTO DULY AUTHORIZED THIS 23<sup>rd</sup> DAY OF MAY, 2019.

BY: John A. Rigau  
ITS MANAGER

IN WITNESS WHEREOF, JOHN A. RIGAU, HUSBAND OF PAULA D. RIGAU, AS SOLE AND SEPARATE PROPERTY, AS OWNER, HAS HERE UNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF JOHN A. RIGAU, ITS OWNER THEREUNTO DULY AUTHORIZED THIS 23<sup>rd</sup> DAY OF MAY, 2019.

BY: John A. Rigau  
ITS MANAGER

## ACKNOWLEDGMENT

STATE OF ARIZONA } s.s.  
COUNTY OF MARICOPA }

BEFORE ME THIS 21<sup>st</sup> DAY OF May, 2019, JOHN A. RIGAU PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE OWNER OF ARROWHEAD EQUITIES II LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS JOHN A. RIGAU, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: Lori Shackleton MY COMMISSION EXPIRES 4-30-2022  
NOTARY PUBLIC

## ACKNOWLEDGMENT

STATE OF ARIZONA } s.s.  
COUNTY OF MARICOPA }

BEFORE ME THIS 21<sup>st</sup> DAY OF May, 2019, JOHN A. RIGAU PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE OWNER OF JOHN A. RIGAU, HUSBAND OF PAULA D. RIGAU, AS SOLE AND SEPARATE PROPERTY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS JOHN A. RIGAU, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: Lori Shackleton MY COMMISSION EXPIRES 4-30-2022  
NOTARY PUBLIC

## RATIFICATION & CONSENT TO DECLARATION OF CONDOMINIUM OF LIEN HOLDER

FIRST FIDELITY BANK, OWNER AND HOLDER OF A DEED OF TRUST LIEN AGAINST THE PROPERTY REFLECTED ON THIS RE-PLAT, DOES HEREBY RATIFY SAID PLAT AND THE EASEMENTS SHOWN HEREON, AND HEREBY CONFIRMS THAT IT IS THE PRESENT OWNER OF SAID LIEN AND THAT IT HAS NOT ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SAID LIEN.

FIRST FIDELITY BANK  
BY: [Redacted]

STATE OF ARIZONA } s.s.  
COUNTY OF MARICOPA }

BEFORE ME THIS 21<sup>st</sup> DAY OF May, 2019, ROCK BAKER PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE OWNER OF FIRST FIDELITY BANK, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS ROCK BAKER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: Rock Baker  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-30-2022

LORI SHACKLETON  
Notary Public, State of Arizona  
MARICOPA COUNTY  
My Commission Expires  
April 30, 2022

## DESCRIPTION

UNITS 100, 101, 102 AND 103, BUILDING B, OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN DOCUMENT NO. 05-1228831 AND SUPPLEMENTAL DECLARATION RECORDED IN DOCUMENT NO. 05-1568089 AND FIRST AMENDMENT RECORDED IN DOCUMENT NO. 17-782763, AND PER THE MAP OF SAID CONDOMINIUM RECORDED IN BOOK 772 OF MAPS, PAGE 34, AND.

UNITS 100, 101, 102 AND 103, BUILDING F, PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM, ACCORDING TO DECLARATION OF CONDOMINIUM RECORDED IN DOCUMENT NO. 2005-1208831, AND PLAT RECORDED IN BOOK 772 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA.

TOGETHER WITH A PROPORTIONATE INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT.

## FLOOD ZONE

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C1705L, DATED OCTOBER 18, 2013, THE SUBJECT PROPERTY IS LOCATED IN ZONE X. ZONE X IS DEFINED AS AREAS OF 1% ANNUAL CHANCE FLOOD. AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

## SHEET INDEX

SHEET NO. 1 . . . . . COVER  
SHEET NO. 2 . . . . . PLAT  
SHEET NO. 3 . . . . . BUILDING & ELEVATIONS

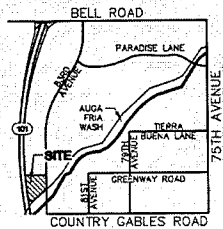
## CITY NOTES

- THE BASIS OF BEARING IS THE MONUMENT LINE OF 63RD AVENUE, ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, USING A BEARING OF SOUTH 00 DEGREES 31 MINUTES 23 SECONDS WEST PER THE FINAL PLAT OF PEORIA-ARROWHEAD CORPORATE CENTER, BOOK 772 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA.
- ALL TITLE INFORMATION AND THE DESCRIPTION SHOWN IS BASED ON TWO COMMITMENTS FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ORDER NUMBER 75401141-024-044, DATED FEBRUARY 18, 2019 AND ORDER NUMBER 75403272, DATED APRIL 4, 2019.
- 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 KVA, 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 HOMEOWNERS ASSOCIATION.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH 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 NEW EASEMENTS OR THE RIGHT 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 SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
- THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
- 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 IMPED THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
- AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS TRACTS OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.

## CITY APPROVALS

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
MAYOR  
ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY CLERK  
APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY ENGINEER



VICINITY MAP  
NOT TO SCALE

**SURVEYOR**  
SUPERIOR SURVEYING SERVICES INC.  
12415 N. 23RD AVENUE  
PHOENIX, ARIZONA 85027  
(602) 868-0123

**OWNER**  
ARROWHEAD EQUITIES II LLC,  
AN ARIZONA LIMITED LIABILITY COMPANY  
8422 EAST SHEA BOULEVARD, SUITE 100  
SCOTTSDALE, AZ 85260  
PHONE: (480) 225-5000  
CONTACT: JOHN A. RIGAU

**OWNER**  
JOHN A. RIGAU, HUSBAND OF PAULA D. RIGAU, AS SOLE AND SEPARATE PROPERTY  
8422 EAST SHEA BOULEVARD, SUITE 100  
SCOTTSDALE, AZ 85260  
PHONE: (480) 225-5000  
CONTACT: JOHN A. RIGAU

## CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PROMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2019; THAT THE SURVEY IS TRUE AND COMPLETE, AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: Walter S. Riden  
W.S. RIDEN  
R.L.S. 42137  
MAY 28, 2019  
NOTARY PUBLIC  
STATE OF ARIZONA

RE-PLAT OF UNITS 100 THRU 103, BUILDING "B" AND "F" OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM  
15396 N. 8800 AVENUE, PEORIA, AZ 85368

21415 N. 23rd Avenue, Phoenix, AZ 85027  
(602) 868-0123 (office) (602) 868-0725 (fax)  
www.superiorsurveying.com  
info@superiorsurveying.com

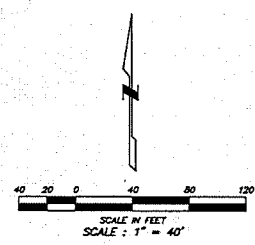
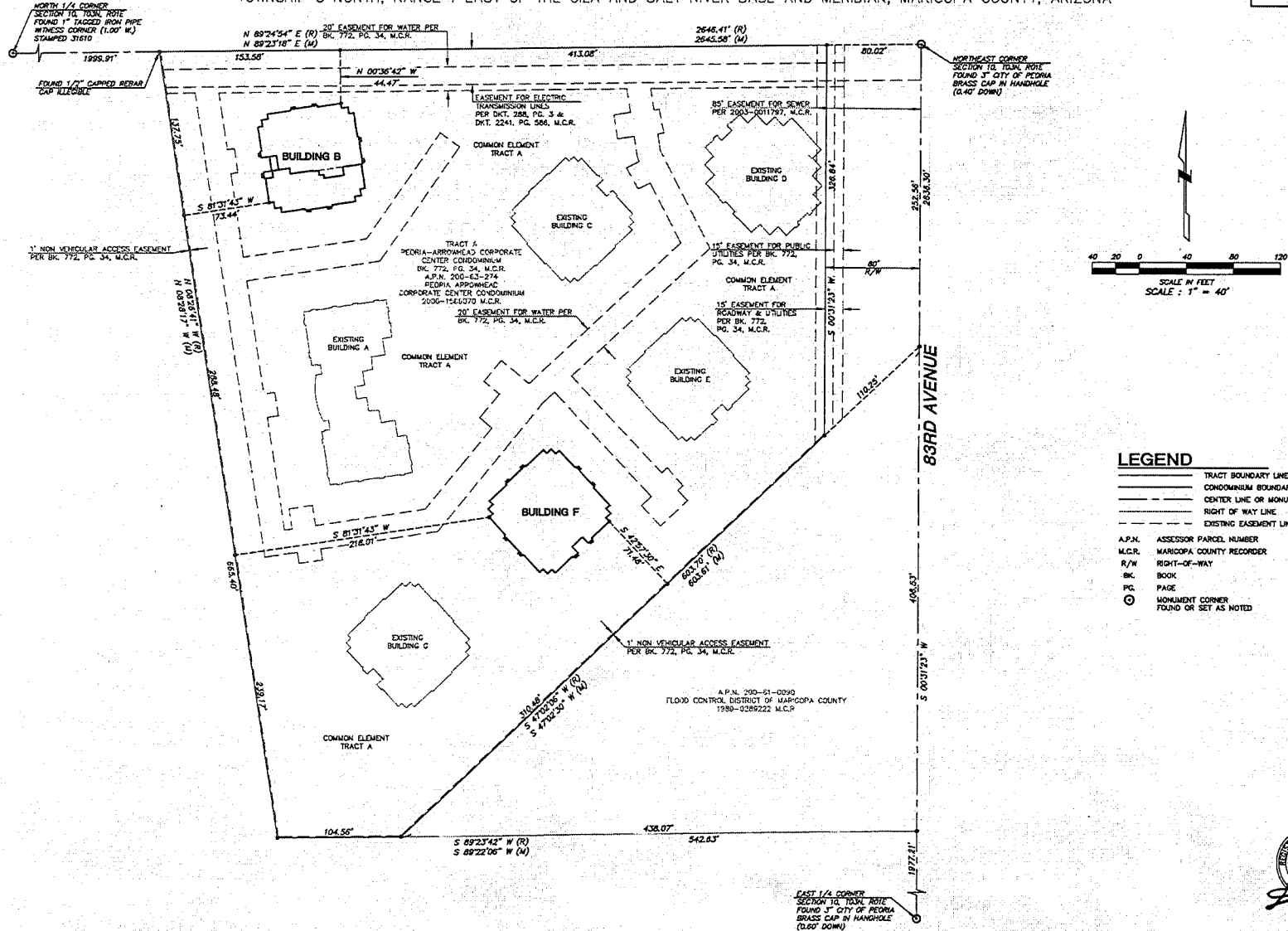
**SUPERIOR**  
SURVEYING SERVICES, INC.

REV. 03/19 Chg. 04  
SHEET 1 OF 3  
DATE: 6/24/19  
JOB NO.: 19043D

R190034

# RE-PLAT OF UNITS 100 THRU 103, BUILDING "B" AND "F" OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM

A REPLAT OF BUILDING B & F OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM, RECORDED IN 772 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



### LEGEND

- TRACT BOUNDARY LINE
  - CONDOMINIUM BOUNDARY LINE
  - CENTER LINE OR MONUMENT LINE
  - RIGHT OF WAY LINE
  - EXISTING EASEMENT LINE
- 
- A.P.N. ASSESSOR PARCEL NUMBER
  - M.C.R. MARICOPA COUNTY RECORDER
  - R/W RIGHT-OF-WAY
  - B.C. BOOK
  - P.G. PAGE
  - ⊙ MONUMENT CORNER FOUND OR SET AS NOTED



RE-PLAT OF UNITS 100 THRU 103, BUILDING "B" AND "F" OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM 15398 N. 83RD AVENUE, PEORIA, AZ 85382

S. J. JAMES, Surveyor, No. 12345, State of Arizona  
 623-868-0225 (office) 623-868-0738 (fax)  
 www.superiorsurveying.com  
 info@superiorsurveying.com

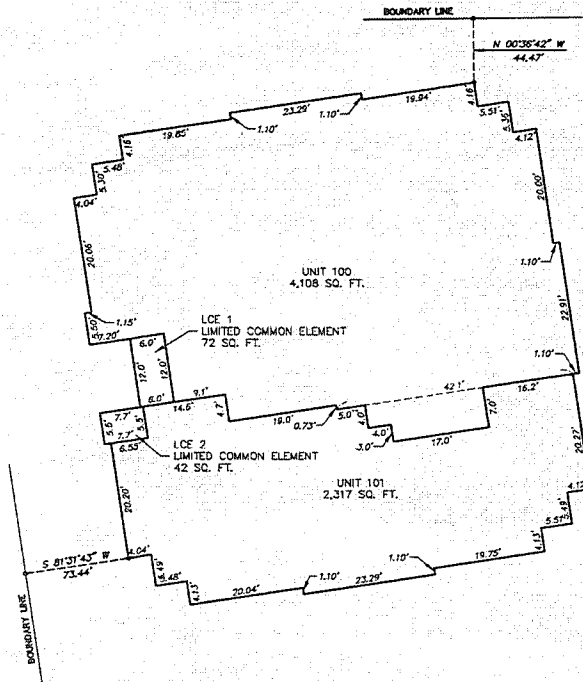
**SUPERIOR**  
SURVEYING SERVICES, INC.

R190034

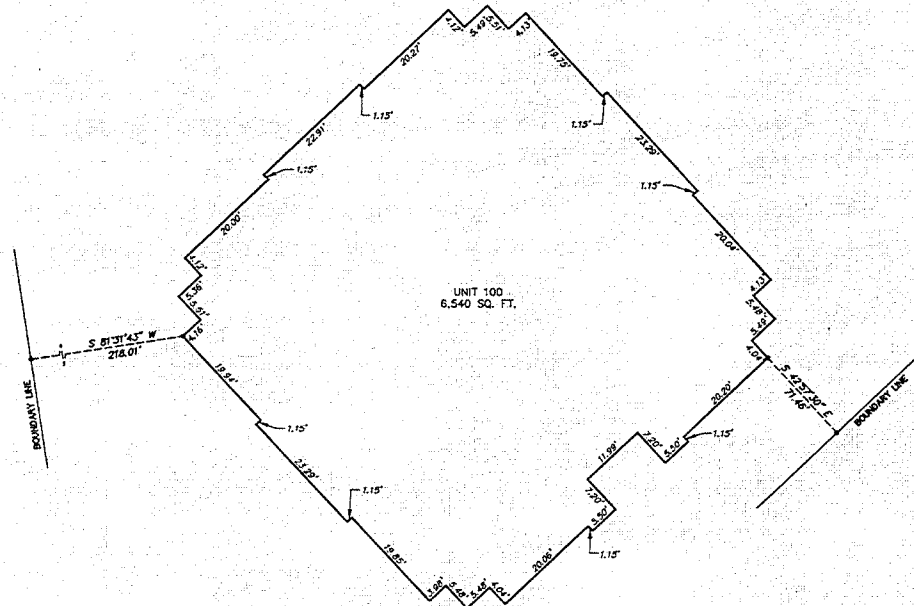
DRAWN BY: DJL BY: DJL  
 SHEET 2 OF 3  
 DATE: 8/20/11  
 JOB NO.: 100470

# RE-PLAT OF UNITS 100 THRU 103, BUILDING "B" AND "F" OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM

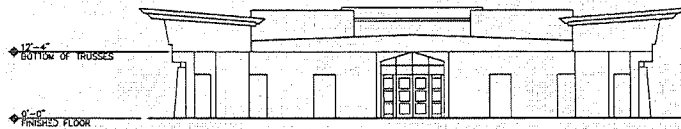
A REPLAT OF BUILDING B & F OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM, RECORDED IN 772 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



**BUILDING B**  
SCALE 1" = 10'  
PAD ELEV. = 1180.83'  
CEILING ELEV. = 1193.66'



**BUILDING F**  
SCALE 1" = 10'  
PAD ELEV. = 1179.83'  
CEILING ELEV. = 1192.16'



**BUILDING "B" & "F" ELEVATION**  
SCALE 1" = 10'



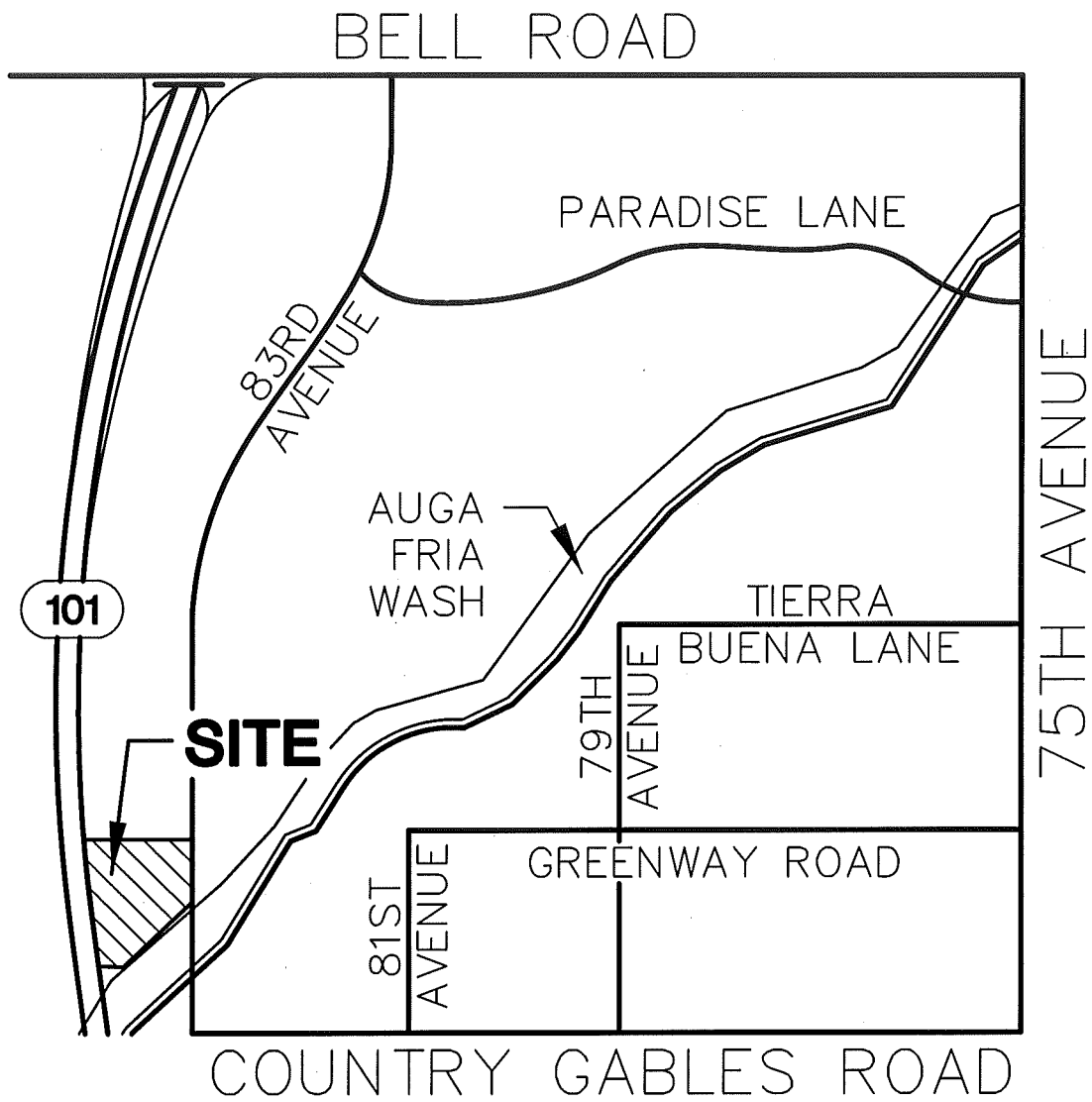
RE-PLAT OF UNITS 100 THRU 103, BUILDING "B" AND "F" OF PEORIA-ARROWHEAD CORPORATE CENTER, A CONDOMINIUM  
15396 N. 83RD AVENUE, PEORIA, AZ 85382

21415 N. 25<sup>TH</sup> AVENUE, PHOENIX, AZ 85027  
602-969-2023 (OFFICE) 602-969-0728 (MOB)  
www.superiorsurveying.com  
info@superiorsurveying.com

**SUPERIOR**  
SURVEYING SERVICES, INC.

R190034

DWG. NO. 0001.00  
SHEET 3 OF 3  
DATE: 6/24/19  
JOB NO.: 190410



# VICINITY MAP

*NOT TO SCALE*

Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

**THROUGH:** Katie Gregory, Deputy City Manager

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

**SUBJECT:** Replat, Village H at Vistancia Parcels H-22, H-23, and H-24 Master Final Plat, White Peak Drive and Sonoran View Drive

---

**Purpose:**

Discussion and possible action to approve the Replat for Village H at Vistancia parcels H-22, H-23, and H-24 Master Final Plat, located on White Peak Drive and Sonoran View Drive, subject to stipulations.

**Summary:**

The purpose of the Re-Plat is to revise the overall parcel boundaries for parcels H-22, H-23, and H-24. As each parcel is ready to develop, it is necessary to re-plate that parcel, to dedicate the local roadways and establish the individual lots.

**Previous Actions/Background:**

The Vistancia North Village 1, Village 2 and Village 3 Master Final Plat dedicated the major roadway network and established the overall parcel boundaries, recorded in book 1172 of maps page 20 MCR.

**Options:**

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

**B:** The other option would be to formally approve the Re-Plat and allow this parcel to be developed.

**Staff Recommendation:**

Staff recommends the approval and subsequent recordation of the attached Re-Plat subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Re-Plat.
2. An approval of design from the Development and Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the RePlat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Re-Plat.
4. In the event that the RePlat is not recorded within 60 days of Council approval, the Re-Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

**Fiscal Analysis:**

No fiscal impact.

**ATTACHMENTS:**

Exhibit 1: Replat

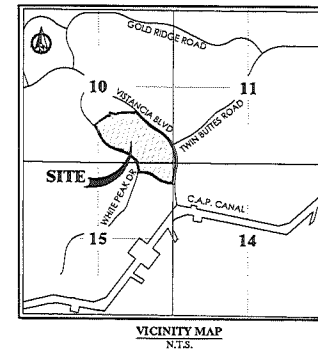
Exhibit 2: Vicinity Map

**Contact Name and Number:**

Adina Lund, Development and Engineering Director, (623) 773-7249



**RE-PLAT**  
FOR  
**"VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT"**  
BEING A RE-PLAT OF A PORTION OF VISTANCIA NORTH VILLAGE 1, VILLAGE 2, AND VILLAGE 3 MASTER FINAL PLAT,  
AS RECORDED IN BOOK 1172 OF MAPS, PAGE 20, MCR, SITUATED IN A PORTION OF SECTION 10, SECTION 11, SECTION  
14, AND SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GLA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA



**DEDICATION**  
STATE OF ARIZONA §  
COUNTY OF MARICOPA §

KNOW ALL MEN BY THESE PRESENTS:

THAT VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("VISTANCIA VILLAGE H"), HEREINAFTER REFERRED TO IN THIS PLAT AS "THE SUBDIVIDER", AS OWNER, DOES HEREBY PUBLISH THIS RE-PLAT FOR "VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT", SITUATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 14, AND SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GLA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY DECLARES THAT THIS RE-PLAT OF A PORTION OF THE RE-PLAT OF "VISTANCIA NORTH VILLAGE 1, VILLAGE 2 AND VILLAGE 3 MASTER FINAL PLAT" RECORDED IN BOOK 1172 OF MAPS, PAGE 20, MCR (SAID RE-PLAT IN BOOK 1172 OF MAPS, PAGE 20, BEING HEREAFTER REFERRED TO AS THE "PRIOR RE-PLAT"), SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE PARCELS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH PARCEL AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON THIS RE-PLAT.

ALL EXISTING PARCELS, TRACTS, AND EASEMENTS SHOWN WITHIN THE BOUNDARY OF THIS RE-PLAT OF THE MASTER FINAL PLAT OF "VISTANCIA NORTH VILLAGE 1, VILLAGE 2, AND VILLAGE 3 MASTER FINAL PLAT" BOOK 1172 OF MAPS, PAGE 20, MCR, ARE HEREBY ABANDONED BY THIS RE-PLAT, AND SHALL BE REPLACED WITH THE PARCELS, TRACTS AND EASEMENTS SHOWN HEREON.

PUBLIC UTILITY EASEMENTS (PUE) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. THE MAINTENANCE OF LANDSCAPING WITHIN THE PUE SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

AS USED HEREIN, THE TERM "MAINTENANCE CORPORATION DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN AMENDED AND RE-STATEMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VISTANCIA, DATED DECEMBER 19, 2018 AND RECORDED DECEMBER 19, 2018, IN INSTRUMENT NO. 2018-04931 (SEE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AS FROM TIME TO TIME THEREAFTER SUPPLEMENTED AND OR AMENDED). THE TERM "MAINTENANCE CORPORATION" SHALL MEAN AND REFER TO VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION.

AS USED HEREIN, THE TERM "VISTANCIA NORTH DECLARATION" SHALL MEAN AND REFER TO THAT CERTAIN VISTANCIA NORTH DECLARATION, TO BE HEREAFTER RECORDED (AS AMENDED FROM TIME TO TIME), THE TERM "VISTANCIA NORTH ASSOCIATION" SHALL MEAN AND REFER TO VISTANCIA NORTH MASTER COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION, THE PROPERTY IN THIS PLAT IS PART OF THE "SUBJECT PROPERTY" UNDER THE VISTANCIA NORTH DECLARATION, AND WILL BE SUBJECT TO THE VISTANCIA NORTH DECLARATION, IN ACCORDANCE WITH A VISTANCIA NORTH NOTICE OF APPLICABILITY.

PARCELS "H-22", "H-23", AND "H-24" ARE RESERVED FOR FUTURE DEVELOPMENT, AND SHALL BE MAINTAINED BY THE OWNER(S) THEREOF (CURRENTLY VISTANCIA VILLAGE H) PRIOR TO SUCH DEVELOPMENT.

EASEMENTS ARE DEDICATED TO THE CITY OF PEORIA OVER THE AREAS SHOWN HEREON AS SIDEWALK EASEMENT (SWE) OR TRAIL EASEMENT (TE), FOR USE AS SUCH. MAINTENANCE OF LANDSCAPING WITHIN SUCH EASEMENT AREAS SHALL BE THE RESPONSIBILITY OF THE VISTANCIA NORTH ASSOCIATION. MAINTENANCE OF HARDSCAPE (INCLUDING SIDEWALKS), SHALL BE THE RESPONSIBILITY OF THE CITY OF PEORIA.

THE SUBDIVIDER, AS OWNER, DOES HEREBY GRANT TO THE CITY OF PEORIA, AN EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASIN(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THE DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY OWNER OR THE ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY, AS LONG AS THE PROPERTY OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE UNDERSIGNED VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREBY CAUSED ITS NAME TO BE PRINTED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURE OF THE UNDERSIGNED SIGNER DULY AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

VISTANCIA VILLAGE H, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: AUTHORIZED SIGNATORY

**APPROVAL OF VISTANCIA DECLARANT**  
THE UNDERSIGNED, DECLARANT UNDER THE MAINTENANCE CORPORATION DECLARATION, HEREBY APPROVES THIS PLAT PURSUANT TO SECTION 14.2 OF THE MAINTENANCE CORPORATION DECLARATION.

VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: AUTHORIZED SIGNATORY

**ACKNOWLEDGMENT**  
STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

THE FOREGOING INSTRUMENT WAS A KNOWN BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BY \_\_\_\_\_ THE AUTHORIZED SIGNATORY FOR VISTANCIA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

IN WITNESS WHEREOF:  
I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**VISTANCIA NORTH ASSOCIATION RATIFICATION AND CONSENT**  
THE UNDERSIGNED HEREBY RATIFIES AND CONSENTS TO THIS PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN.

VISTANCIA NORTH MASTER COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**  
STATE OF ARIZONA §  
COUNTY OF MARICOPA §

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE \_\_\_\_\_ OF VISTANCIA NORTH MASTER COMMUNITY, INC., AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:  
I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**VISTANCIA MAINTENANCE CORPORATION RATIFICATION AND CONSENT**  
THE UNDERSIGNED HEREBY (I) RATIFIES AND CONSENTS TO THIS RE-PLAT, OF A PORTION OF THE PRIOR RE-PLAT, INCLUDING ITS MAINTENANCE OBLIGATIONS AS SET FORTH HEREIN, AND (2) CONSENTS TO THE RE-PLAT, AS SHOWN HEREON, OF CERTAIN TRACTS SET FORTH IN THE PRIOR RE-PLAT THAT WERE TO BE CONVEYED TO THE UNDERSIGNED.

VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**  
STATE OF ARIZONA §  
COUNTY OF MARICOPA §

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE \_\_\_\_\_ OF VISTANCIA MAINTENANCE CORPORATION, AN ARIZONA NON-PROFIT CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:  
I HERETO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**FLOOD PLAIN**  
ACCORDING TO RECORD INSURANCE RATE MAP (FIRM) PANEL 040130018L, DATED OCTOBER 14, 2013, THIS PLAT IS LOCATED IN FLOOD INSURANCE ZONE "X" (SHADED), DENIED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

**SHEET INDEX**

SHEET 1	COVER
SHEET 2	KEY MAP, LEGEND, LEGAL DESCRIPTION,
SHEETS 3	TYPICAL PLAT PLAN SHEETS
SHEET 4	TYPICAL PLAT PLAN SHEETS LINE AND CURVE TABLES

**NOTES**

1. THE RE-PLAT OF A PORTION OF THE RE-PLAT OF "VISTANCIA NORTH VILLAGE 1, VILLAGE 2 AND VILLAGE 3 MASTER FINAL PLAT" (BOOK 1172 OF MAPS, PAGE 20, MCR) IS SUBJECT TO THE MASTER MAINTENANCE IMPROVEMENT DISTRICT # 1150.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION-TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OF PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
3. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE TV, TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
4. ALL PARCEL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
5. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES, NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 34 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
6. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
8. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
9. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. LONG MOUNTAIN PARKWAY IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
10. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
11. 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 IMPERE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
12. THE RE-PLATTING OF EACH PARCEL SHALL SUBSTANTIALLY CONFORM TO THE APPROVED PRELIMINARY PLAT AND ZONING OF THAT PARCEL.

**STATEMENT OF RE-PLAT**

THE PURPOSE FOR THIS RE-PLAT IS TO REVISE THE PARCELS, TRACTS, AND EASEMENTS FOR A PORTION OF THE RE-PLAT OF "VISTANCIA NORTH VILLAGE 1, VILLAGE 2 AND VILLAGE 3 MASTER FINAL PLAT" BASED ON REDESIGNS THAT HAVE OCCURRED.

**BASIS OF BEARINGS**

THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 WEST AS SHOWN ON THE RE-PLAT OF VISTANCIA NORTH VILLAGE 1, VILLAGE 2 AND VILLAGE 3 MASTER FINAL PLAT RECORDED IN BOOK 1172 OF MAPS, PAGE 20, MCR, SAID BEARING BEING SOUTH 09° 15' 08" WEST AS MEASURED BETWEEN MONUMENTS NUMBERED 12 AND 13 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES.



DEVELOPER:  
**VISTANCIA**  
28220 N. EL Mirage Road, Suite 102  
Peoria, Arizona 85303  
(602) 455-8972

**SURVEYOR'S STATEMENT**  
I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS, ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BY: LANCE C. DICKSON, R.L.S., #46643  
ARIZONA SURVEYING AND MAPPING  
2446 W. JACOBSON LAKE, SUITE 4  
PEORIA, ARIZONA 85021  
(602) 246-7919

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.



BY: JOHN N. ROGERS, R.L.S., #54332  
GOODWIN AND MARSHALL, INC.  
2705 S. ALMA SCHOOL RD., STE. 2  
CHANDLER, ARIZONA 85286  
(602) 218-7285

NOTE:  
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

**APPROVALS**

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
MAYOR

ATTESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CLERK

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
FOR CITY ENGINEER

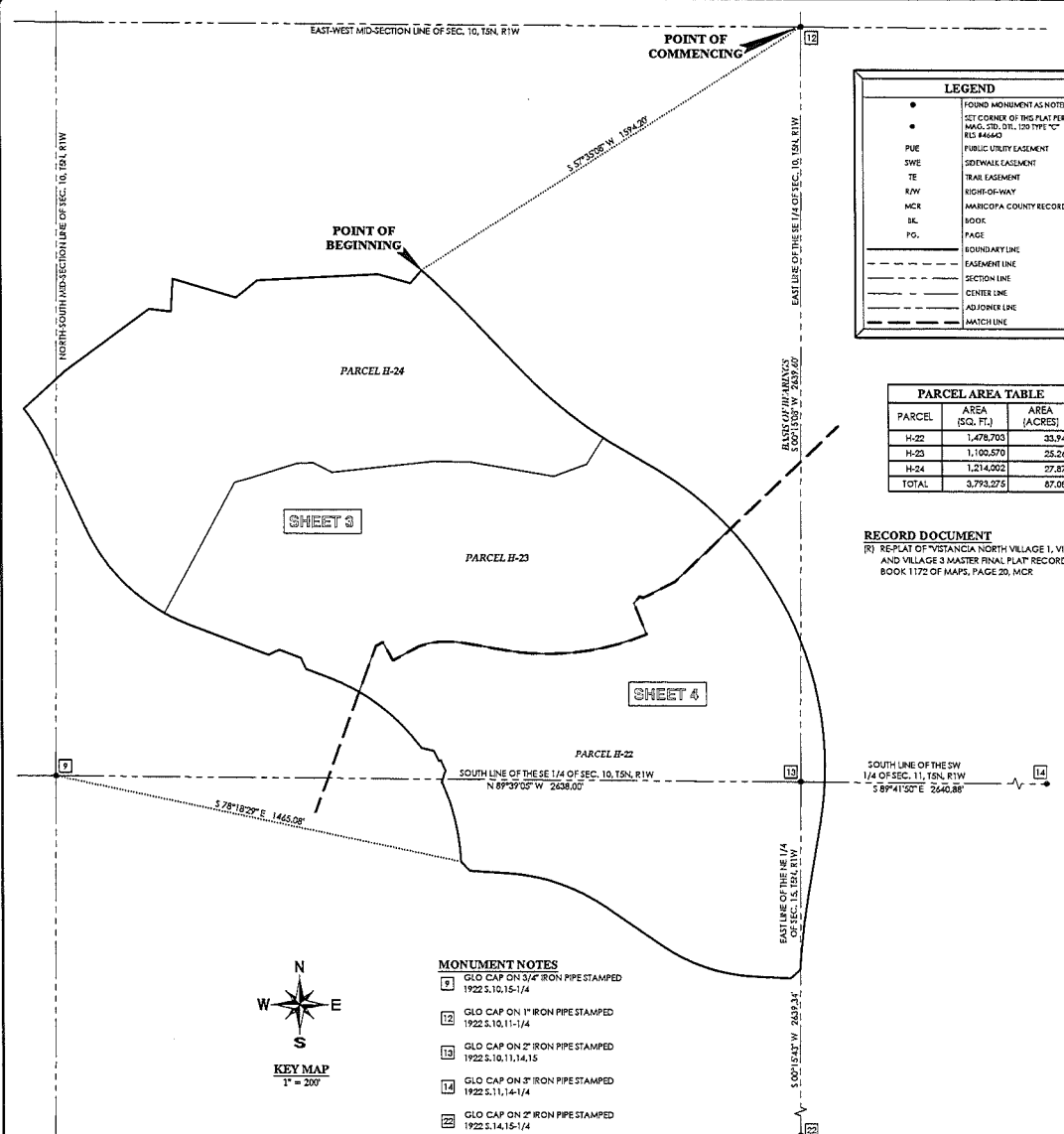
**R190011**

**SHEET 1 OF 4**

PREPARED BY: **GOODWIN & MARSHALL, INC.**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS  
2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(602) 218-7285

SURVEYED BY: **ASV**  
Arizona Surveying and Mapping  
2400 W. Mission Lane, Suite 4, Peoria, Arizona 85201  
TEL: (602) 246-9919 FAX: (602) 246-3944 info@asv.com

"FINAL PLAT OF VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT"



**LEGAL DESCRIPTION**

All that certain lot, tract, or parcel of land, being all of Parcels H-22, H-23, and H-24 as shown on the Re-Plat of Vistancia North Village 1, Village 2, and Village 3 Master Final Plat recorded in Book 1172 of Maps, Page 20, of Maricopa County Records, situated in a portion of Section 10, Section 11, Section 14, and Section 15 Township 2 North, Range 1 West of the Gila and Salt River Basins and Merits, Maricopa County, Arizona, and being more completely described as follows, to-wit:

**COMMENCING** at a found GLO cap on 1" iron pipe stamped "1922 S.10.11-1/4" for the East Quarter corner of said Section 10, from which a found GLO cap on 2" iron pipe stamped "1922 S.10.11,14,15" for the Southeast corner of said Section 10 bears South 9 deg. 15 min. 8 sec. West (Basis of Bearings) - 2637.60 feet;

**TENENCE** South 57 deg. 35 min. 8 sec. West departing said Section line, a distance of 1,594.20 feet to the Northeast corner of said Parcel H-24 and being in the Southwest right-of-way line of Vistancia Boulevard (110' right-of-way width) as shown in said Re-Plat, said point being the TRUE POINT OF BEGINNING, also said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2,544.59 feet, a central angle of 4 deg. 50 min. 13 sec., and being subtended by a chord which bears South 46 deg. 36 min. 56 sec. East - 214.76 feet;

**TENENCE** in a Southeastery direction along the Northeast line of said Parcel H-24, H-23, and H-22, and along said Southwest right-of-way line the following eight (8) courses:

Continue in a Southeastery direction along said curve to the right, a distance of 214.82 feet;

South 44 deg. 11 min. 50 sec. East tangent to said curve, a distance of 290.47 feet for a Point of Curvature of a circular curve to the left, having a radius of 1,550.00 feet, a central angle of 14 deg. 01 min. 14 sec., and being subtended by a chord which bears South 52 deg. 12 min. 27 sec. East - 431.98 feet;

Continue in a Southeastery direction along said curve to the left, a distance of 433.39 feet;

South 69 deg. 13 min. 3 sec. East tangent to said curve, a distance of 150.00 feet for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,182.68 feet, a central angle of 28 deg. 0 min. 54 sec., and being subtended by a chord which bears South 45 deg. 16 min. 4 sec. East - 572.53 feet;

Continue in a Southeastery direction along said curve to the right, a distance of 578.27 feet for a point of cusp of a circular curve to the right, having a radius of 1,182.68 feet, a central angle of 42 deg. 01 min. 39 sec., and being subtended by a chord which bears South 11 deg. 18 min. 48 sec. East - 848.20 feet;

Continue in a Southeastery direction along said curve to the right, a distance of 847.51 feet;

South 9 deg. 42 min. 1 sec. West tangent to said curve, a distance of 252.00 feet for a Point of Curvature of a circular curve to the left, having a radius of 2,546.00 feet, a central angle of 5 deg. 56 min. 8 sec., and being subtended by a chord which bears South 6 deg. 43 min. 37 sec. West - 265.40 feet;

Continue in a Southeastery direction along said curve to the left, a distance of 265.72 feet to the Southwest corner of said Parcel H-22, said point being the beginning of a corner clip at the intersection of said Vistancia Boulevard and Sienna Boulevard (80' right-of-way width) as shown in said Re-Plat;

**TENENCE** South 47 deg. 48 min. 51 sec. West non-tangent to said curve and continue along the South line of said Parcel H-22 and along said corner clip, a distance of 42.85 feet to the end of said corner clip;

**TENENCE** in a Westerly direction along the South line of said Parcel H-22 the following five (5) courses:

North 87 deg. 47 min. 42 sec. West, a distance of 129.09 feet for a Point of Curvature of a circular curve to the right, having a radius of 630.00 feet, a central angle of 32 deg. 4 min. 55 sec., and being subtended by a chord which bears North 71 deg. 45 min. 15 sec. West - 348.17 feet;

Continue in a Westerly direction along said curve to the right, a distance of 352.76 feet;

North 55 deg. 42 min. 47 sec. West tangent to said curve, a distance of 227.06 feet for a Point of Curvature of a circular curve to the left, having a radius of 710.00 feet, a central angle of 39 deg. 35 min. 33 sec., and being subtended by a chord which bears North 71 deg. 0 min. 34 sec. West - 374.61 feet;

Continue in a Westerly direction along said curve to the left, a distance of 379.10 feet;

North 86 deg. 18 min. 20 sec. West tangent to said curve, a distance of

**LEGAL DESCRIPTION CONT.**

135.61 feet to the most Southern Southwest corner of said Parcel H-22, said point being the beginning of a corner clip at the intersection of said Sienna Boulevard and White Peak Drive (80' right-of-way width) as shown in said Re-Plat;

**TENENCE** North 43 deg. 29 min. 17 sec. West along a Southeast line of said Parcel H-22 and along said corner clip, a distance of 44.14 feet to the end of said corner clip, said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 710.00 feet, a central angle of 23 deg. 9 min. 18 sec., and being subtended by a chord which bears North 13 deg. 32 min. 23 sec. West - 284.98 feet;

**TENENCE** in a Northerly direction along the West line of said Parcel H-22, H-23, and H-24, and along the Northeast right-of-way of said White Peak Drive the following fifteen (15) courses:

Continue in a Northerly direction along said curve to the left, a distance of 286.93 feet;

North 18 deg. 14 min. 52 sec. East tangent to said curve, a distance of 42.74 feet;

North 25 deg. 16 min. 36 sec. West, a distance of 40.00 feet for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 508.30 feet, a central angle of 0 deg. 47 min. 1 sec., and being subtended by a chord which bears South 64 deg. 19 min. 53 sec. West - 6.75 feet;

Continue in a Southeastery direction along said curve to the left, a distance of 6.95 feet;

North 26 deg. 3 min. 37 sec. West non-tangent to said curve, a distance of 40.00 feet;

North 76 deg. 26 min. 59 sec. West, a distance of 45.39 feet for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 710.00 feet, a central angle of 33 deg. 11 min. 49 sec., and being subtended by a chord which bears North 53 deg. 2 min. 12 sec. West - 405.44 feet;

Continue in a Northerly direction along said curve to the left, a distance of 411.37 feet;

North 69 deg. 38 min. 7 sec. West tangent to said curve, a distance of 89.72 feet;

North 24 deg. 38 min. 7 sec. West, a distance of 42.43 feet;

North 69 deg. 38 min. 7 sec. West, a distance of 80.00 feet;

South 65 deg. 21 min. 53 sec. West, a distance of 42.43 feet;

North 69 deg. 38 min. 7 sec. West, a distance of 300.35 feet for a Point of Curvature of a circular curve to the right, having a radius of 660.00 feet, a central angle of 44 deg. 22 min. 24 sec., and being subtended by a chord which bears North 47 deg. 26 min. 55 sec. West - 498.46 feet;

Continue in a Northerly direction along said curve to the right, a distance of 511.14 feet;

North 25 deg. 15 min. 43 sec. West tangent to said curve, a distance of 305.16 feet for a Point of Curvature of a circular curve to the left, having a radius of 740.00 feet, a central angle of 12 deg. 41 min. 19 sec., and being subtended by a chord which bears North 31 deg. 36 min. 18 sec. West - 163.51 feet;

Continue in a Northerly direction along said curve to the left, a distance of 163.85 feet to the Northwest corner of said Parcel H-24;

**TENENCE** in a Northerly direction departing said Northeast right-of-way line and continue along the North line of said Parcel H-24 the following nine (9) courses:

North 47 deg. 56 min. 21 sec. East, a distance of 197.22 feet;

North 53 deg. 58 min. 21 sec. East, a distance of 349.95 feet;

South 83 deg. 17 min. 25 sec. East, a distance of 77.60 feet;

North 3 deg. 21 min. 59 sec. East, a distance of 115.80 feet;

South 73 deg. 40 min. 23 sec. East, a distance of 233.83 feet;

North 51 deg. 32 min. 47 sec. East, a distance of 98.41 feet;

North 86 deg. 57 min. 19 sec. East, a distance of 426.73 feet;

South 74 deg. 31 min. 18 sec. East, a distance of 119.57 feet;

North 40 deg. 57 min. 57 sec. East, a distance of 90.00 feet to the POINT OF BEGINNING, containing 3,793,275 square feet or 87.082 acres of land, more or less.

**R190011**

**SHEET 2 OF 4**

PREPARED BY:

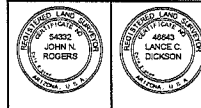
SURVEYED BY:

**GOODWIN & MARSHALL INC.**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS

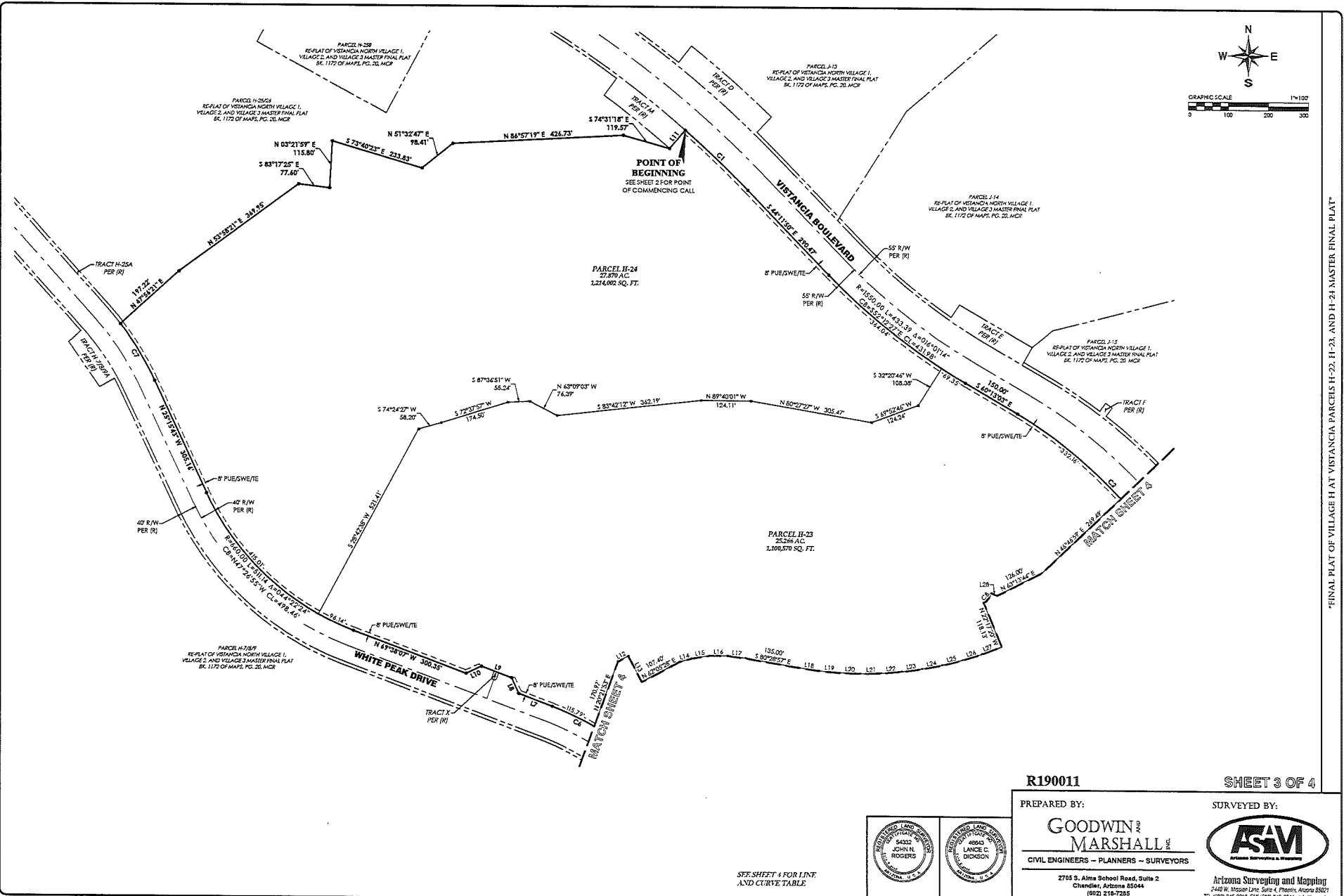


2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(602) 216-7235

Arizona Surveying and Mapping  
2402 W. Mission Lane, Suite 4, Phoenix, Arizona 85027  
TEL: (602) 246-2919 FAX: (602) 246-2944 info@asv.net



FINAL PLAT OF VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT






FINAL PLAT OF VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT

**R190011** **SHEET 3 OF 4**

PREPARED BY: **GOODWIN & MARSHALL INC.** SURVEYED BY:

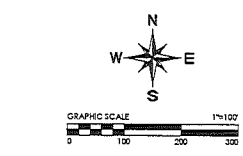
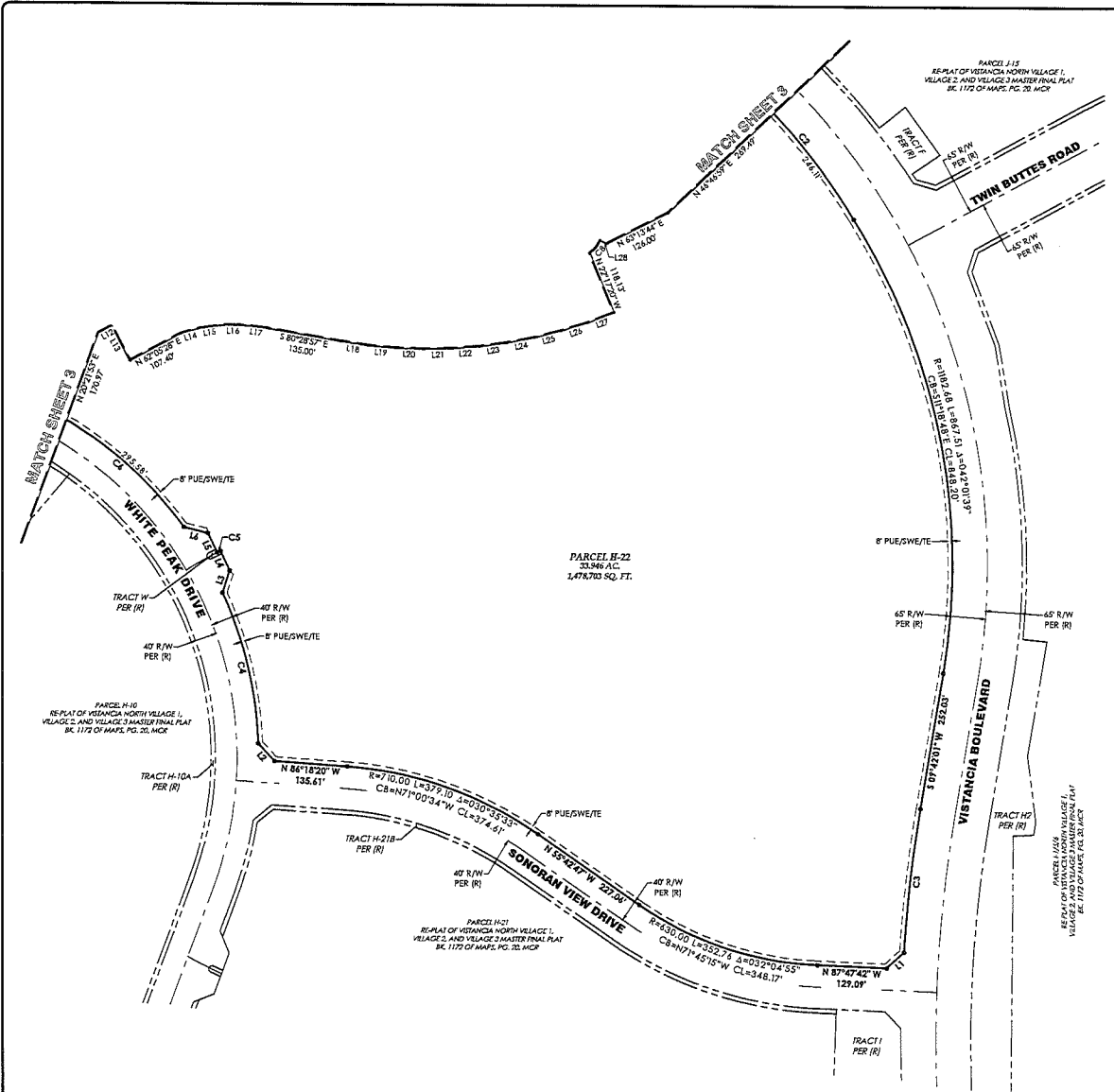
CIVIL ENGINEERS - PLANNERS - SURVEYORS

2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(602) 246-9919 FAX (602) 246-8944 info@gsam.com

Arizona Surveying and Mapping  
2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021  
TEL (602) 246-9919 FAX (602) 246-8944 info@gsam.com

SEE SHEET 4 FOR LINE AND CURVE TABLE



LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	S47°48'51"W	42.86	L15	N81°07'4"E	45.00
L2	N43°29'17"W	44.14	L16	N89°35'29"E	45.00
L3	N18°14'52"E	42.74	L17	S82°24'0"E	45.00
L4	N25°16'36"W	40.00	L18	S81°43'0"E	50.86
L5	N26°03'37"W	40.00	L19	S54°53'2"E	51.75
L6	N76°24'50"W	45.39	L20	S88°06'51"E	51.75
L7	N69°39'07"W	89.72	L21	N88°39'45"E	51.75
L8	N24°38'07"W	42.43	L22	N83°29'21"E	51.75
L9	N69°38'07"W	80.00	L23	N82°12'57"E	51.75
L10	S65°21'55"W	42.43	L24	N78°59'33"E	51.75
L11	N40°57'57"E	60.00	L25	N75°46'09"E	51.75
L12	N61°50'11"E	28.96	L26	N72°32'46"E	51.75
L13	S27°54'32"E	72.40	L27	N69°19'22"E	51.75
L14	N73°45'54"E	31.22	L28	S67°13'04"E	14.82

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2544.59	214.82	4°50'13"	S40°56'56"E	214.76
C2	1182.68	578.27	28°00'54"	S45°18'04"E	572.53
C3	2565.00	265.72	5°56'08"	S04°43'57"W	265.60
C4	710.00	286.93	23°09'18"	N13°32'28"W	284.98
C5	508.30	6.95	0°47'01"	S4°19'53"W	6.95
C6	710.00	411.37	39°11'49"	N53°02'12"W	405.44
C7	742.00	163.85	12°41'10"	N81°36'18"W	163.51
C8	53.00	30.97	33°28'53"	N39°11'22"E	30.50

R190011

SHEET 4 OF 4

PREPARED BY:

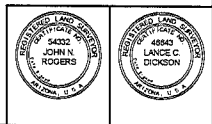
SURVEYED BY:

**GOODWIN & MARSHALL INC.**  
 CIVIL ENGINEERS - PLANNERS - SURVEYORS



2705 S. Alma School Road, Suite 2  
 Chandler, Arizona 85044  
 (602) 245-7255

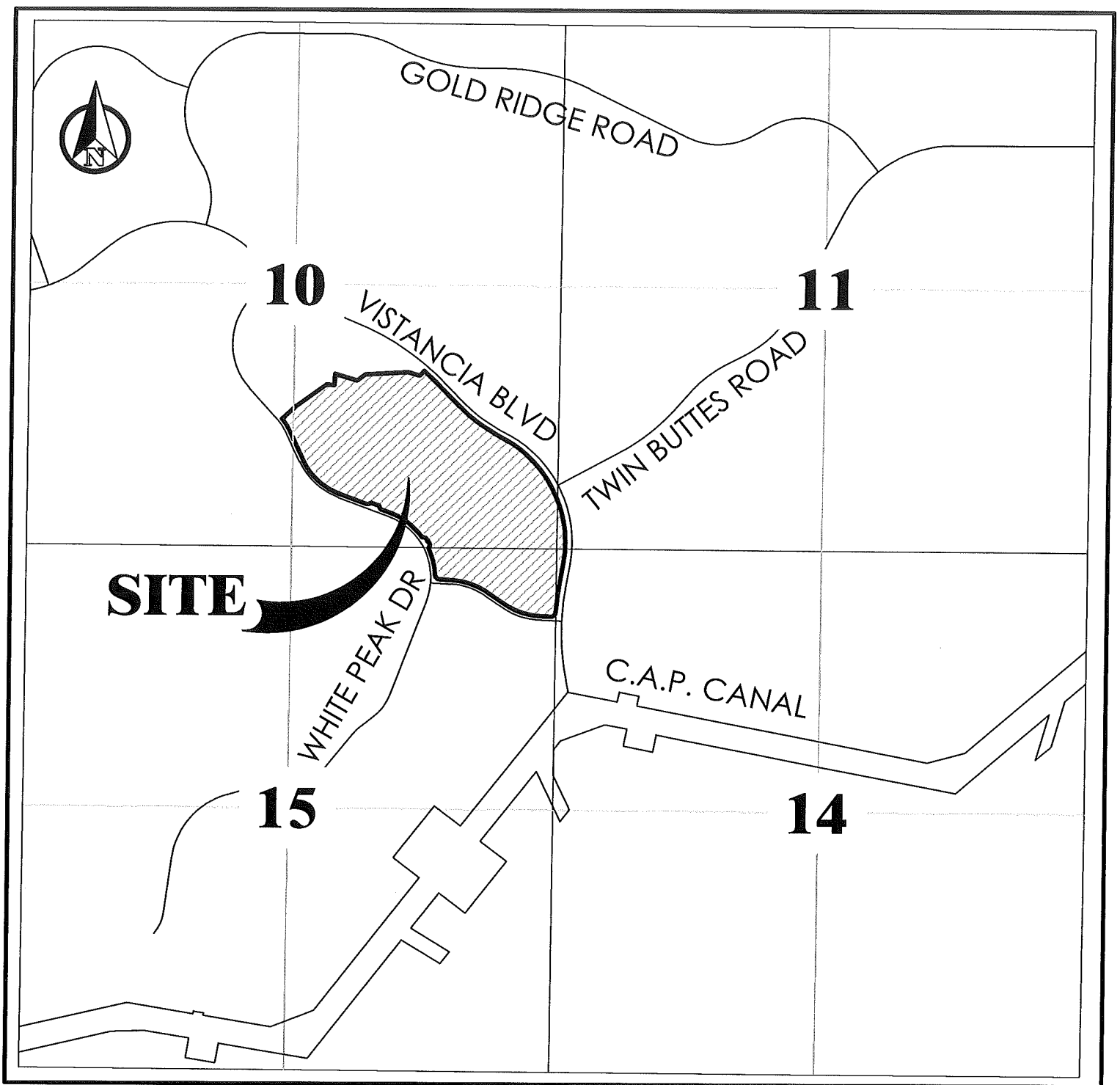
Arizona Surveying and Mapping  
 2481 W. McDowell Blvd., Suite 4, Phoenix, Arizona 85021  
 TEL (602) 245-8919 FAX (602) 245-0944 info@asam1.com



FINAL PLAT OF VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT

W:\10791A - Vistancia Health Village H.A.C\CGO\W12\H24\B\C\CC\PLAT\W12\H24\PLAT.dwg

VILLAGE H AT VISTANCIA PARCELS H-22, H-23, AND H-24 MASTER FINAL PLAT



**VICINITY MAP**

N.T.S.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 26C.

Date Prepared: 6/3/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

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

**FROM:** Sonia Andrews, Chief Financial Officer

**SUBJECT:** PUBLIC HEARING - Resolution for Adoption of Stormwater Fee Adjustments

---

**Purpose:**

Discussion and possible action to adopt **RES. 2019-101** considering stormwater rate adjustments and making the new rates effective July 1, 2019 and July 1, 2020.

**Summary:**

Fee adjustments are proposed for the stormwater program. The City currently assesses a stormwater fee of \$1 per month per residential living unit for residential properties and \$1 per utility billing account for non-residential properties within the City. The stormwater fee was established in 2005 at \$0.25 and increased annually at \$0.25 until 2008. The current stormwater fee of \$1 has not been adjusted since 2008.

Stormwater-related expenses have been steadily increasing for several years. As a result, program expenses currently exceed program revenues. The primary factors behind cost growth are inflationary pressures, increased assets (i.e., catch basins, dry wells, etc.), and maintenance expectations and standards.

To set program revenue at cost recovery, City staff recommends gradually increasing the stormwater fee from \$1.00 per billing period in FY 2019 to \$1.25 in FY 2020 and \$1.50 in FY 2021. The new fee would become effective at the beginning of each fiscal year.

**Previous Actions/Background:**

At the March 5, 2019 Council Study Session, staff presented an overview of the recommendations for stormwater fee adjustments in FY 2020 and FY 2021.

In accordance with Section 9-499.15, Arizona Revised Statutes, the City provided public notice on its website and through publications available in the City Clerk's Office, that the Council would consider these adjustments at its June 18th meeting.

**Options:**

**A:** That the Mayor and Council adopt a Resolution adjusting the stormwater fee, making the new fee effective July 1, 2019 and July 1, 2020.

**B:** That the Mayor and Council elect to not adopt the recommended stormwater fee planned to be effective on July 1, 2019 and July 1, 2020. Not adopting the recommended fee would continue the fee currently in effect.

**Staff Recommendation:**

Staff recommends that the Council adopt the recommended stormwater fee, making the new fee effective July 1, 2019 and July 1, 2020.

**Fiscal Analysis:**

The proposed stormwater fee adjustments provide the revenue necessary for the service to address operational requirements for the next 2 years. The proposed stormwater fee adjustments are estimated to increase program revenues by approximately \$237,000 in FY 2020 and \$485,000 in FY 2021.

**ATTACHMENTS:**

Resolution

Exhibit 1 - Stormwater Fee Table

**Contact Name and Number:**

Sonia Andrews, Finance Director, (623) 773-5206

RESOLUTION NO. 2019-101

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING AND ADOPTING AN INCREASE TO THE FEE IMPOSED FOR STORMWATER TO BECOME EFFECTIVE AS PROVIDED HEREIN.

THEREFORE, be it resolved by the Mayor and Council of the City of Peoria, Arizona, as follows:

Section 1. Effective July 1, 2019, the monthly stormwater fee shall be in accordance with the attached schedule (Exhibit 1) which is incorporated by reference. The fee shall be based upon each user's utility billing account record maintained by the City of Peoria.

Section 2. That the Chief Financial Officer is hereby authorized to implement the stormwater fee provided for in Exhibit 1 on the effective date.

Section 3. That all other rates presently being charged are hereby affirmed and will remain in effect until changed by the City Council.

Section 4. This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED BY the Mayor and Council of the City of Peoria, Arizona this 18<sup>th</sup> day of June, 2019.

---

Cathy Carlat, Mayor

---

Date Signed



Resolution No. 2019-101  
Page 2 of 2 Pages

ATTEST:

---

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

---

Vanessa P. Hickman, City Attorney

ATTACHMENTS: Exhibit 1 - Stormwater Fee Table

**Exhibit 1**

**Stormwater Fee**

	Effective 7/1/2018	Effective 7/1/2019	Effective 7/1/2020
Stormwater Fee (per utility account per billing period)	\$ 1.00	\$ 1.25	\$ 1.50

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 27C.

Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

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

**FROM:** Sonia Andrews, Finance Director

**SUBJECT:** PUBLIC HEARING - Liquor License, Mariscos El Molcajete, 7420 West Cactus Road #B-16

---

**Purpose:**

Discussion and possible action to recommend approval to the State Liquor Board for a New Restaurant (Series 12) Liquor License for Mariscos El Molcajete located at 7420 West Cactus Road #B-16, Maria De Jesus Delgado, Applicant, LL#20020285.

**Summary:**

**Mariscos El Molcajete**, is a new restaurant located at 7420 W. Cactus Road #B-16. The owners have applied for a New Restaurant (Series 12) Liquor License. The application agent is Maria De Jesus Delgado.

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 Mariscos El Molcajete are Church's Chicken, Bosa Donuts and Circle K. There are no staff concerns with Mariscos El Molcajete. 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:**

There has never been a liquor license at 7420 W. Cactus Road #B-16.

**Options:**

**A:** Recommend approval to the Arizona State Liquor Board for a New Restaurant (Series 12) Liquor License for Mariscos El Molcajete located at 7420 W. Cactus Road #B-16, Maria De Jesus Delgado, Applicant, LL#20020285.

**B:** Recommend denial to the Arizona State Liquor Board for a New Restaurant (Series 12) Liquor License for Mariscos El Molcajete located at 7420 W. Cactus Road #B-16, Maria De Jesus Delgado, Applicant, LL#20020285.

**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:**

Mariscos El Molcajete App

**Contact Name and Number:**


Samuel Brown (623) 773-7658

State of Arizona  
Department of Liquor Licenses and Control


Created 05/09/2019 @ 01:45:24 PM

Local Governing Body Report

**LICENSE**

Number: Type: 012 RESTAURANT  
Name: MARISCOS EL MOLCAJETE LLC  
State: Pending  
Issue Date: Expiration Date:  
Original Issue Date:  
Location: 7420 W CACTUS ROAD  
#B-16  
PEORIA, AZ 85301  
USA  
Mailing Address: 7420 W CACTUS ROAD  
#B-16  
PEORIA, AZ 85301  
USA  
Phone:   
Alt. Phone:  
Email:

**AGENT**

Name: MARIA DE JESUS DELGADO  
Gender: Female  
Correspondence Address: 7420 W CACTUS ROAD  
#B-16  
PEORIA, AZ 85301  
USA  
Phone:   
Alt. Phone:  
Email:

**OWNER**

Name: MARISCOS EL MOLCAJETE LLC  
Contact Name: MARIA DE JESUS DELGADO  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: L22853211 State of Incorporation: AZ  
Incorporation Date:  
Correspondence Address: 7420 W CACTUS ROAD  
#B-16  
PEORIA, AZ 85301  
USA

Phone: [REDACTED]  
Alt. Phone: [REDACTED]  
Email: [REDACTED]

Officers / Stockholders

Name:	Title:	% Interest:
MARIA DE JESUS DELGADO	MEMBER	100.00

**MARISCOS EL MOLCAJETE LLC - MEMBER**

Name: MARIA DE JESUS DELGADO  
Gender: Female  
Correspondence Address: 7420 W CACTUS ROAD  
#B-16  
PEORIA, AZ 85301  
USA

Phone: [REDACTED]  
Alt. Phone: [REDACTED]  
Email: [REDACTED]

## APPLICATION INFORMATION

Application Number: 64468  
Application Type: New Application  
Created Date: 05/09/2019

## QUESTIONS & ANSWERS

### 012 Restaurant

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?  
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.  
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.  
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)  
Yes  
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?  
Yes  
What is the penalty?  
OWE 50% OF LEASE
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)  
No
- 8) Are you the owner?  
No
- 9) Are you a purchaser?  
No
- 10) Are you a management company?  
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 12) What is the total money borrowed for the business not including the lease?  
Please list lenders/people owed money for the business.  
NONE
- 13) Have you provided a diagram of your premises?  
Yes
- 14) Is there a drive through window on the premises?  
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No
- 17) Have you provided a Restaurant Operation Plan form?  
Yes
- 18) Have you provided a Records Required for Audit form?  
Yes





Date Prepared: 6/9/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**FROM:** Katie Gregory, Deputy City Manager  
**SUBJECT:** Public Hearing - Development Impact Fees

---

**Purpose:**

No council action required.

**Summary:**

Under the adoption procedures outlined in the Development Impact Fee Statute, the City is required to hold a Public Hearing on the proposed Development Impact Fee Ordinance. In addition to establishing the updated impact fees, the ordinance sets the standards and procedures for creating and assessing development impact fees, and administering the city's development impact fee program including mandatory offsets, credits and refunds.

The City Council approved the Utility and Non-Utility Impact Fee studies on April 16, 2019. These studies along with the adopted infrastructure Improvement plans, growth projections and defined service areas were used to calculate updated fees.

The purpose of this Hearing is to provide an opportunity for the public to comment on recommendations related to the proposed development impact fees. Notice for this public hearing was published in the Peoria Times on May 9 and May 16, 2019. The proposed fees were posted on the City's website on May 13, 2019. No council action is required at the Public Hearing. Council will take action on the formal adoption of the fee ordinance on August 13, 2019. If approved, the adopted impact fees would go into effect on October 28, 2019.

Development Impact Fees are assessed by the City of Peoria to help pay for the one-time capital infrastructure costs resulting from new developments in the City. These fees, assessed at the time of building permit, may be collected for the following categories:

**General Government Fees**

- Parks
- Transportation
- Police
- Fire
- Libraries

## **Utility Fees**

- Water
- Wastewater
- Water Resources

In areas of the city where little or no development exists, significant infrastructure requirements are required, and carry considerable costs to provide that infrastructure. Substantial capital investments for roads, parks, water and wastewater facilities, and public safety facilities are necessary to service new growth demands at the existing levels of service. With this in mind, the revenues generated from impact fees are a significant source to support these demands.

The City has been working with two firms, Duncan Associates and Raftelis Financial Consultants to update the General Government and Utility impact fee studies. During this time, City staff has put forth efforts to keep stakeholders involved with the review of the impact fee studies and the updated fees.

## **Impact Fee Ordinance**

In 2014, the city updated its impact fee ordinance to conform to the new requirements of SB 1525. The ordinance clarifies certain aspects of the law and ensures consistent application of impact fees among cities. Staff is not recommending any changes to the ordinance except for the inclusion of the updated fee schedules.

## **Summary:**

Adoption procedures outlined in the Development Impact Fee Statute, require the city to hold a public hearing on the proposed impact fee ordinance, which sets the standards and procedures for creating and assessing development impact fees, and administering the city's development impact fee program including mandatory offsets, credits and refunds. The final ordinance and impact fees will be brought to council for formal adoption on August 16, 2019.

## **Previous Actions/Background:**

April 16, 2019 – Council adopted the updated Impact Fee studies which included the infrastructure improvement plans, growth projections and service area recommendations.

February 19, 2019 – Public Hearing on the proposed Land Use Assumptions and Infrastructure Improvement Plan.

February 5, 2019 – Stakeholder meeting to review and discuss the non-utility impact fee study.

January 22, 2019 – Council Study session to review legal requirements, fee methodologies and service area considerations.

January 16, 2019 – Stakeholder meeting to review and discuss the Utility Impact Fee Study.

December 20, 2018 – Draft reports were made available on the City's Impact Fee webpage.

May 15, 2018 – Developer Stakeholder Meeting to review planned methodologies and policy

recommendations.

**Staff Recommendation:**

Staff recommends that Council review the proposed fee levels and provide comments related to policy considerations.

**Fiscal Analysis:**

Projects related to new growth in the City comprise a significant portion of the city's Capital Improvement Program. Impact fee revenues help offset a portion of the costs related to these projects. Without these revenues, existing residents would carry the full burden of the costs related to new growth.

**ATTACHMENTS:**

2019 Proposed Fees

**Contact Name and Number:**

Katie Gregory, (623) 773-7364



## Exhibit 1

### Proposed Development Impact Fees – 2019

#### Residential Family

SINGLE FAMILY RESIDENTIAL		Parks	Law	Fire	Streets	TOTAL
IMPACT FEE AREAS		<i>(per housing unit)</i>				
1	West of Agua Fria and South of SR74	1,412	677	1,047	7,559	10,695
2	East of Agua Fria and South of SR74	1,515	677	1,047	6,306	9,545
3	Between Deer Valley Road and Happy Valley Road	1,296	677	1,047	6,306	9,326
4	Between Bell Road and Deer Valley Road	1,296	677	1,047	0	3,020
5	South of Bell Road and North of SR74	0	677	1,047	0	1,724

MOBILE HOME		Parks	Law	Fire	Streets	TOTAL
IMPACT FEE AREAS		<i>(per space)</i>				
1	West of Agua Fria and South of SR74	1,186	569	881	3,545	6,181
2	East of Agua Fria and South of SR74	1,273	569	881	2,957	5,680
3	Between Deer Valley Road and Happy Valley Road	1,089	569	881	2,957	5,496
4	Between Bell Road and Deer Valley Road	1,089	569	881	0	2,539
5	South of Bell Road and North of SR74	0	569	881	0	1,450

#### Multi-Family

IMPACT FEE AREAS		Parks	Law	Fire	Streets	TOTAL
		<i>(per housing unit)</i>				
1	West of Agua Fria and South of SR74	960	462	715	4,525	6,662
2	East of Agua Fria and South of SR74	1,030	462	715	3,775	5,982
3	Between Deer Valley Road and Pinnacle Peak Road	881	462	715	3,775	5,833
4	Between Bell Road and Deer Valley Road	881	462	715	0	2,058
5	South of Bell Road and North of SR74	0	462	715	0	1,177

#### Hotel/Motel

IMPACT FEE AREAS		Parks	Law	Fire	Streets	TOTAL
		<i>(per room)</i>				
1	West of Agua Fria	99	376	582	5,420	6,477
2	East of Agua Fria and South of SR74	106	376	582	4,521	5,585
3	Between Deer Valley Road and Pinnacle Peak Road	91	376	582	4,521	5,570
4	Between Bell Road and Deer Valley Road	91	376	582	0	1,049
5	South of Bell Road and North of SR74	0	376	582	0	958



## Proposed Development Impact Fees – 2019

### Non-Residential

To calculate Impact fees; pick the appropriate land use category and location of site, divide individual building square foot by 1000 and multiply by the rate listed in the table

	LAND USE CATEGORY				
IMPACT FEES (Per 1,000 sq ft)	Retail/Comm.	Office	Industrial	Warehouse	Public/Instit.
<b>West of Agua Fria and South of SR74</b>					
Transportation	9,587	4,095	3,621	1,392	3,536
Law	741	455	72	47	129
Fire	1,147	704	111	72	199
Parks	127	212	14	14	14
<b>TOTAL</b>	<b>11,602</b>	<b>5,466</b>	<b>3,818</b>	<b>1,525</b>	<b>3,878</b>
<b>East of Agua Fria and South of SR74</b>					
Transportation	7,997	3,416	3,020	1,161	2,950
Law	741	455	72	47	129
Fire	1,147	704	111	72	199
Parks	136	227	15	15	15
<b>TOTAL</b>	<b>10,021</b>	<b>4,802</b>	<b>3,218</b>	<b>1,295</b>	<b>3,293</b>
<b>Between Deer Valley Road and Happy Valley Road</b>					
Transportation	7,997	3,416	3,020	1,161	2,950
Law	741	455	72	47	129
Fire	1,147	704	111	72	199
Parks	117	194	13	13	13
<b>TOTAL</b>	<b>10,002</b>	<b>4,769</b>	<b>3,216</b>	<b>1,293</b>	<b>3,291</b>
<b>Between Bell Road and Deer Valley Road</b>					
Transportation	0	0	0	0	0
Law	741	455	72	47	129
Fire	1,147	704	111	72	199
Parks	117	194	13	13	13
<b>TOTAL</b>	<b>2,005</b>	<b>1,353</b>	<b>196</b>	<b>132</b>	<b>341</b>
<b>South of Bell Road and North of SR74</b>					
Transportation	0	0	0	0	0
Law	741	455	72	47	129
Fire	1,147	704	111	72	199
Parks	0	0	0	0	0
<b>TOTAL</b>	<b>1,888</b>	<b>1,159</b>	<b>183</b>	<b>119</b>	<b>328</b>



## Proposed Development Impact Fees – 2019

### Water and Wastewater

#### Residential Single Family

METER SIZE	WATER METER	WATER RESOURCE Off-project	WATER EXPANSION North of Bell Rd.	WATER EXPANSION South of Bell Rd.	WATER EXPANSION West of Agua Fria, S of SR74 & N of Bell Rd.	SEWER EXPANSION West of Agua Fria River	SEWER EXPANSION East of Agua Fria River
¾"	317	730	3,745	3,358	4,725	3,201	1,913
1"	362	730	3,745	3,358	4,725	3,201	1,913

#### Multi-Family, Hotel/Motel and Commercial

METER SIZE	WATER METER	WATER RESOURCE Off-project	WATER EXPANSION North of Bell Rd.	WATER EXPANSION South of Bell Rd.	WATER EXPANSION West of Agua Fria, S of SR74 & N of Bell Rd.	SEWER EXPANSION West of Agua Fria River	SEWER EXPANSION East of Agua Fria River
¾"	317	730	3,745	3,358	4,725	3,201	1,913
1"	362	1,217	6,163	5,518	7,796	5,270	3,124
1½" Disc	495	2,433	12,208	10,918	15,475	10,444	6,150
1½" Turbo	781	2,433	12,208	10,918	15,475	10,444	6,150
2" Disc	629	3,893	19,462	17,398	24,689	16,652	9,782
2" Turbo	1,033	3,893	19,462	17,398	24,689	16,652	9,782
3" Comp	2,662	7,300	36,388	32,518	46,188	31,137	18,257
3" Turbo	1,751	8,519	42,445	37,929	53,882	36,321	21,290
4" Comp	3,172	12,167	60,568	54,118	76,901	51,830	30,364
4" Turbo	2,231	14,600	72,658	64,918	92,258	62,177	36,417
6" Comp	5,086	24,333	121,018	108,118	153,685	103,564	60,630
6" Turbo	3,781	30,419	151,255	135,129	192,092	129,441	75,770
8" Comp	7,360	48,667	241,918	216,118	307,251	207,030	121,164
8" Turbo	5,632	54,750	272,143	243,118	345,643	232,897	136,297

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 29R.

Date Prepared: 5/23/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

**FROM:** Jay Davies, Chief of Staff

**SUBJECT:** Intergovernmental Agreement, Arizona State University, Project Cities

---

**Purpose:**

Discussion and possible action to authorize the City Manager to execute an Intergovernmental Agreement (IGA) with Arizona State University's Julie Ann Wrigley Global Institute of Sustainability to leverage city resources by pairing faculty and students from Arizona State University with City of Peoria staff to collaborate on five projects.

**Summary:**

This partnership will leverage city resources by pairing faculty and students from ASU with City Staff to collaborate on five projects. In collaboration with staff, the faculty and students will conduct research, identify best practices, and make recommendations to assist the city in advancing these efforts. The five projects are:

- Water Conservation and Shortage Response Plan
- Communitywide Placemaking/Parks and Recreation Survey
- Transit Circulator Best Practices
- Smart City Technology and Innovation Feasibility Study
- Sustainability Training Module

**Options:**

**A:** Approve the request as proposed.

**B:** Approve the request with modifications.

**C:** Reject the request and provide further guidance to staff.

**Staff Recommendation:**

This is a request for City Council to approve the request to authorize staff and ASU to move forward on the listed projects. Funding for this partnership was included in the FY2020 budget.

**Fiscal Analysis:**

This costs associated with this project will be covered by funds identified in the recently adopted FY2020 budget.

**ATTACHMENTS:**

IGA

**Contact Name and Number:**

Jay Davies, (623) 773-5070



## **INTERGOVERNMENTAL AGREEMENT**

between

**The City of Peoria, AZ**

and

**the Arizona Board of Regents for and on behalf of Arizona State University**

This Intergovernmental Agreement (“IGA”), dated this \_\_\_\_ day of March 2019, is entered into by and between the Arizona Board of Regents for and on behalf of Arizona State University, (“ASU”), and the City of Peoria, Arizona, a municipality organized under the law of the State of Arizona (“Collaborator”) pursuant to Arizona Revised Statutes 11-952.

### **I. GENERAL PRINCIPLES**

Collaborator is an Arizona charter city located in Maricopa County, and provides services to its residents as mandated by the city charter, and Arizona State law.

ASU is a state-funded educational unit dedicated to teaching and applying sustainability principles to local, regional, and global challenges.

The Project Cities Program, a project of ASU, delivers sustainability research, education, and solutions with practical, measurable and meaningful impact. It is a university-community partnership in which ASU students, in designated courses, work directly with a local city on city identified sustainability-related challenges, policies, and issues. Students from multiple disciplines research difficult problems and propose innovative solutions that enable the city to make informed decisions and improve its progress toward a better future.

The Parties will collaborate on experiential learning projects for students that bring fresh perspectives to challenges within the jurisdiction of Peoria.

### **II. AREAS OF POTENTIAL COLLABORATION**

ASU and Collaborator will work together to explore opportunities for collaborative activities including, for example and without limitation: co-creating implementation frameworks or solution pathways for environmental, economic and social improvement projects. Collaborator’s intent is to focus on research projects that are aligned with the City of Peoria’s strategic objectives, initiatives, or existing programs.

### **III. COOPERATIVE PROJECTS AND COMPENSATION**

Each cooperative project undertaken by the Parties hereunder will be mutually agreed upon in writing with a “**Scope of Work Statement**”, that addresses information pertaining to the specific area of study and shall include the scope of work, duration, cost, deliverables, and other necessary items to be addressed for cooperative activities. Each Scope of Work Statement shall be approved by the City Manager or designee for the City of Peoria and will be bound to the terms of this Agreement. All funds will be paid in United States Dollars based upon a defined payment schedule outlined in each Scope of Work Statement.

Compensation payable to ASU for work performed for all cooperative projects, in accordance with this Agreement, shall not exceed \$50,000.00 over the entire term and may vary based on project scope.

Each Party acknowledges that it is not using, nor will it use in the future, any broker with respect to any transaction entered into between ASU and Collaborator pursuant to this IGA without the written consent of the other Party.

For each project undertaken by the Parties, ASU will manage the client relationship, write the proposal, provide resources, develop the necessary partnerships, and manage the activities of the team.

#### **IV. DISCLAIMER**

Nothing in this IGA constitutes a grant, express or implied, by either Party to the other of any license or rights whatsoever to the intellectual property of a Party that may exist at the time this IGA is entered. No Party makes any representations or warranties, expressed or implied, regarding any information shared, or its performance, under this IGA, including but not limited to any warranty of the merchantability, use or fitness for any particular purpose of any research results and any warranty against infringement of any intellectual property rights.

Each Party will be responsible for its own actions and those of its employees under this IGA.

#### **V. TERM AND TERMINATION**

This IGA is non-exclusive and shall be effective on the date first set forth above (“Effective Date”), and shall survive for 3 years from the Effective Date. The Parties may modify or extend this Agreement at any time by mutual written consent; Collaborator’s consent must be duly authorized by the City Council. Either Party may terminate this Agreement at any time by giving the other Party not less than thirty (30) days prior written notice. Upon termination of this IGA and by request of a Party, each Party shall promptly return (or destroy at the request of each Party) any and all proprietary information provided by the other Party.

#### **VI. GENERAL**

1. **Independent Contractors.** Each Party is an independent contractor and is independent of the other Party. This IGA does not create a partnership, joint venture or agency relationship of any kind between the Parties. This IGA does not create any fiduciary or other obligation between the Parties. Neither Party shall have any right, power or authority under this IGA to act as a legal representative of the other Party, and neither Party shall have any right or authority to bind or obligate the other or make any representation or warranty on behalf of the other. Under no circumstances shall any employees of one Party be deemed the employees of the other Party for any purpose. Each Party is responsible for the direction and compensation of its employees. Each Party acknowledges that the relationship of the Parties hereunder is non-exclusive.

2. **Complete Agreement.** This IGA is a complete and exclusive statement of the agreement between the Parties, which supersedes all prior or concurrent proposals and understandings in any language, whether oral or written, and all other communications, in any language, between the Parties relating to the subject matter of this IGA. Such communications include but are not limited to in person conversations, telephone exchanges including any messages received or not received, email or other electronic transmissions including instant messaging services or fax, letters, memoranda, etc.
3. **Non-Exclusive Agreement.** The Parties acknowledge that this is a non-exclusive Agreement and that ASU and Collaborator may contract with others to provide for services similar to those in this Agreement.

While this IGA is non-exclusive, ASU will provide the Collaborator the full scope of services under the Project Cities program, and will not divert resources normally afforded to Project City Collaborators to other entities throughout the duration of this agreement.

4. **No Endorsement.** Neither Party shall imply the endorsement of the other or use publicly for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark (including music and colors) of the other Party, or any simulation, abbreviation, or adaptation of the same, or the name of any employee or agent of the other Party, without the other Party's prior written, express consent.
5. **No Authority.** Any person from or agent of ASU providing services under this IGA will have no authority to negotiate any agreements for the Collaborator, to incur any obligations or expenses on behalf of the Collaborator, or to act in any other manner on behalf of the Collaborator or in its name. Such person from or agent of ASU will not provide, and are not engaged or authorized by the Collaborator to provide, legal advice or services, notwithstanding that one or more may be trained as lawyers.
6. **Confidential Information.** In order to provide support to the Collaborator as described in the Scope of Work Statement/s, individuals from ASU may need to participate in internal discussions among Collaborator employees, and view non-public internal Collaborator documents and written communications pertaining to ASU's services ("Confidential Information"). In order to be protected hereunder, all Confidential Information must be marked confidential if disclosed in written or other tangible form. If Confidential Information is disclosed orally or visually, Confidential Information must be identified as confidential at the time of disclosure and reduced to writing, marked confidential, and transmitted to ASU within thirty (30) days of the initial disclosure. ASU will protect Confidential Information to prevent unauthorized disclosure or publication of the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as ASU uses to protect its own confidential information of a like nature.

**Non-Disclosure of Confidential Information.** ASU's obligations regarding the disclosure of Confidential Information received pursuant to collaborative projects under this Agreement survive for six (6) years from the Effective Date. Except as provided in the "Other Disclosure Provisions" paragraph below, ASU shall agree to (i) hold the Confidential Information in confidence, and (ii) not at any time divulge, disclose, or

communicate the Confidential Information to anyone other than Collaborator employees except as authorized by the Collaborator, or use the Confidential Information for any purpose other than in connection with the ASU's services under this Agreement.

Other Disclosure Provisions. The "Non-Disclosure of Confidential Information" paragraph above does not apply to ASU with respect to Confidential Information that (a) was in ASU's possession before the effective date of the Scope of Work Statement/s; (b) is or becomes a matter of public knowledge or publicly available through no fault of ASU; (c) is disclosed by ASU with the prior written approval of a duly authorized representative of the Collaborator; (d) is received in good faith, without any obligation of confidentiality from a third party having a legal right to disclose the same; or (e) is independently developed by ASU by individuals without access to such information. In addition, ASU may disclose Confidential Information if such information is required to be disclosed by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, ASU notifies the Collaborator prior to any such required disclosure.

**7. Publication Rights and Publicity.**

- a. Use. ASU and any person from ASU who works on the project shall have the right to use, publish, and present publicly any findings and data based on or derived from the Created Materials or work performed under the Scope of Work Statements; provided that no Confidential Information (as defined above) shall be disclosed in such publications or presentations. ASU shall provide the Collaborator with an opportunity to review any such materials at least 30 days prior to submission for publication or presentation for the purpose of identifying any Confidential Information that is contained therein and should be removed; the Collaborator shall perform such review within 30 days of receipt. Publications and presentations by ASU of general conclusions about ASU's initiatives drawn from work with multiple jurisdictions and publications or presentations that summarize publicly available information about the Collaborator's initiatives do not have to be submitted for review.
- b. Publicity. Neither the Collaborator nor ASU may issue a press release or other public announcement about ASU's services under this Agreement or Scope of Work Statements, nor may either use any name, trademark or insignia of the other party (or of any school, department or unit of the other party) for promotional purposes or any other purposes in connection with the Agreement, without the prior written approval of the other party.

- 8. Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. Students will be receiving academic credit for the applied project experience with Collaborator. ASU fosters a learning and working environment built on respect and free of sexual harassment. ASU has provided collaborator additional Title IX Guidance materials that explain all parties' obligations related to providing a safe learning environment for students. Collaborator is committed to maintaining a workplace free from sexual harassment, and Collaborator's own workplace policies

prohibit discrimination or harassment – including sexual harassment – because of an individual’s protected status.

ASU’s Title IX Guidance is available at [http://links.asu.edu/PC\\_TitleIXGuidance](http://links.asu.edu/PC_TitleIXGuidance).

## **VII. STATE OF ARIZONA PROVISIONS**

1. **Nondiscrimination**. The Parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
2. **Conflict of Interest**. In accordance with Arizona Revised Statutes ("A.R.S.") § 38-511, either ASU or the Collaborator may cancel this Agreement within three years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of ASU or on behalf of the Collaborator, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
3. **Arbitration in Superior Court**. As required by A.R.S. § 12-1518, the Parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
4. **Failure of Legislature to appropriate**. In accordance with A.R.S. § 35-154, if ASU’s performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Collaborator and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU or the Collaborator.
5. **ASU Names and Marks**. Neither party will use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of the other party, without in each case, the prior written consent of the other party. Collaborator’s use of any ASU Marks must comply with ASU’s requirements including using the ® indication of a registered trademark where applicable.
6. **Student Educational Records**. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). Collaborator will comply with FERPA and will not access or make any disclosures of

student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. This Agreement shall not contain a scope of work or any provision that requires or permits Collaborator to access or release any student records which Collaborator is not entitled to access or disclose under FERPA.

## 7. **Intellectual Property Ownership**

General. Subject to any obligations to the United States Government pursuant to the provisions of 35 U.S.C. sections 200-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations:

- a) “Intellectual Property” means any inventions, discoveries, concepts, methods, processes, data, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.
- b) ASU and Collaborator shall each retain ownership of all intellectual property and materials owned by each of them prior to the Effective Date.
- c) Intellectual Property resulting from the performance of the Project and created solely by legal inventors or authors who are ASU employees will be owned by ASU (“ASU IP”) and managed through Skysong Innovations, LLC (“SI”).
- d) Intellectual Property resulting from the performance of the Project and created solely by legal inventors or authors who are Collaborator’s employees will be owned by Collaborator (“Collaborator IP”).
- e) Intellectual Property resulting from the performance of the Project and created jointly by legal inventors who are ASU’s employees and Collaborator’s employees will be owned jointly by ASU, managed by SI, and Collaborator (“Joint IP”).
- f) ASU hereby grants to the Collaborator a fully paid, royalty-free, non-exclusive, license to use, reproduce, distribute, modify, and transmit Intellectual Property resulting from the performance of the cooperative projects, or portions thereof in any media now known or hereafter developed.

Patent Applications. Patent applications will be filed by SI on behalf of ASU on ASU IP and Joint IP. Collaborator may, at any time, request SI to file a patent application on ASU IP or Joint IP. If such a request is made, Collaborator agrees to reimburse SI for all patent costs plus a 15% patent administration charge. In addition, Collaborator has the right to review all filings and office actions related to the patent applications, provided, however, that in an emergency when immediate action is needed to protect ASU IP or Joint IP, documents may be filed prior to review by the Collaborator and in such event, telephone or facsimile notice shall be given promptly by SI or SI’s counsel of such action. SI will use reasonable efforts to avoid emergency situations in cases where they have control over the timing of steps involved in protecting ASU IP or Joint IP.

Option. In consideration of Collaborator's support of this Project and to the extent that SI has a right to grant such license, Collaborator shall be entitled to an option to negotiate a royalty-bearing license to ASU IP and/or ASU's interest in Joint IP, so long as Collaborator agrees to reimburse SI for all patent costs plus a 15% patent administration charge during the term of the option. Failure to reimburse SI's patent costs plus a 15% patent administration charge will result in termination of the option.

a) Collaborator must exercise the option in writing to SI within thirty (30) days of SI's notification to Collaborator of any invention/discovery or within thirty (30) days of the termination of the Project, whichever occurs sooner.

b) A license must be negotiated in good faith within three (3) months of Collaborator's written notification that it wishes to exercise the option. Said license shall contain reasonable terms that are standard in the industry for the ASU IP and/or ASU's interest in Joint IP, shall require diligent performance by Collaborator for the timely commercial development and marketing of such ASU IP and/or ASU's interest in Joint IP, and shall include Collaborator's obligation to reimburse SI's patent costs plus a 15% patent administration charge for all inventions subject to the license.

Disclosure. Collaborator shall retain all invention disclosures submitted by ASU or SI in confidence and use its best efforts to prevent disclosure to third parties. Collaborator shall be relieved of this obligation only when this information becomes publicly available through no fault of Collaborator, or if such information is required to be disclosed by any law, rule, regulation, judicial or administrative process.

8. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below, or (D) delivered by email transmission to the number set forth below:

To Peoria:                      City of Peoria  
\_\_\_\_\_  
\_\_\_\_\_  
Peoria, Arizona 85323  
ATTN: \_\_\_\_\_  
Email: \_\_\_\_\_ @peoriaaz.gov

With a copy to:                City of Peoria  
City Attorney's Office  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85323

ATTN: Vanessa Hickman, City Attorney  
Email: Vanessa.Hickman@peoriaaz.gov

To ASU: Arizona State University  
Julie Ann Wrigley Global Institute of Sustainability  
Sustainable Cities Network  
PO Box 875402  
Tempe, AZ, 85287-5402  
ATTN: Anne Reichman  
Email: anne.reichman@asu.edu

With a Copy to: Office for Research & Sponsored Projects  
Administration  
Arizona State University  
P.O. Box 876011  
Tempe, Arizona 85287-6011  
ATTN: Britt Williams  
Email: asu.awardsd@asu.edu

Or such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage, (C) the following business days after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by email during the normal business hours of the recipient. If a copy of a notice is also filed to a party's counselor other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counselor other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

9. **Indemnification.** Each Party (as "indemnitor") agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party and its officers, employees, and elected or appointed officials (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's 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 are caused by the negligence, misconduct, intentional act or other fault of the indemnitor, its officers, employees, contractors, elected or appointed officials. ASU further agrees to indemnify, defend and hold harmless Collaborator and its officers, employees and elected or appointed officials for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees arising out of ASU's failure to comply with all applicable laws, rules, and regulations.
10. **Non-Assignment.** Neither Party shall assign, transfer, convey, subcontract, pledge or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder or any part thereof without prior written consent of the other Party, which may be withheld



in its reasonable discretion. Any assignment made in violation of this Section shall be void and of no force or effect and shall constitute a material breach of the Agreement.

11. **Headings.** All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
12. **Severability; Integration.** Inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise inducement or statement of intention not so set forth.
13. **Modification and Waiver.** No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto.
14. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each Party waives any objection it may now or hereafter have to venue or to convenience of forum.
15. **Counterparts.** This IGA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and photocopy, facsimile, electronic and other copies shall have the same effect for all purposes as an ink-signed original.

\*\*SIGNATURE PAGE FOLLOWS\*\*

*IN WITNESS WHEREOF*, The Parties have caused this IGA to be executed by their duly Authorized representatives as of the Effective Date.

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

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

ATTEST:

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

ATTORNEY CERTIFICATION

The foregoing IGA by and between the City of Peoria and the Arizona State University has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the City of Peoria's attorney.

\_\_\_\_\_  
Name: Vanessa P. Hickman  
Title: City Attorney

\_\_\_\_\_  
Date

**ARIZONA BOARD OF REGENTS  
FOR AND ON BEHALF OF  
ARIZONA STATE UNIVERSITY**

By: \_\_\_\_\_  
Name: Kristy Macdonald \_\_\_\_\_  
Title: Assistant Director, Research Operations \_\_\_\_\_  
Date: \_\_\_\_\_

**JULIE ANN WRIGLEY GLOBAL INSTITUTE OF SUSTAINABILITY**

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

Name: Anne Reichman

Title: Director, Sustainable Cities Network & Project Cities

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

**IGA DETERMINATION – ASU**

This IGA, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who has determined that it is in the proper form and is within the power and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by Legal Counsel for Arizona State University.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of General Counsel for Arizona State University

Date Prepared: 5/23/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager

**THROUGH:** Katie Gregory, Deputy City Manager

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

**SUBJECT:** Contract, Ames Construction, Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements

---

**Purpose:**

Discussion and possible action to: (a) approve a contract with Ames Construction in the amount of \$19,409,788 to construct the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements; (b) approve a contingency amount of \$1,000,000 to cover possible contract amendments related to unforeseen conditions during construction; and (c) authorize a budget amendment in the amount of \$1,000,000 from the Transportation Sales Tax Fund Contingency account to the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements project account.

**Summary:**

The City's FY2019-FY2028 Capital Improvement Program includes the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements project.

Happy Valley Parkway from Loop 303 to the Agua Fria River is a four-lane arterial road owned and maintained by Maricopa County. Happy Valley Parkway from Lake Pleasant Parkway to the Agua Fria River is a four-lane arterial road owned and maintained by the City of Peoria.

Maricopa County and the City entered into an Intergovernmental Agreement (IGA) to complete the full street construction improvements needed for curb, gutter, streetlights, extension and connection of all sidewalks and trails along the north and south sides of Happy Valley Parkway, and to microseal and restripe six lanes with bike lanes from Lake Pleasant Parkway to Loop 303.

The Agua Fria River Bridge will be widened to carry six lanes, a median barrier with attenuation, and a 12' multi-use path for eastbound and westbound pedestrians and bicyclists. The bike lanes approaching and departing the bridge will have a transition designed that allows bicyclists to use the 12' multi-use paths on the bridge. The City has worked with an engineering consulting firm to enhance the aesthetic treatments for the Agua Fria River Bridge.

This project will also design and construct the south leg of the 100th Lane signalized intersection to connect into the commercial shopping plaza at the southwest corner of Lake Pleasant Parkway and Happy Valley Parkway. This will improve traffic flow and safety for vehicles turning westbound from the shopping plaza.

The City recently solicited for bids on the construction of the project. Bids were opened on May 22, 2019, and there were a total of 9 bidders. Ames Construction was determined to be the lowest, responsive bidder with a price of \$19,409,787.57.

Construction is expected to begin in August of 2019 and be completed by Fall of 2020.

**Previous Actions/Background:**

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

**Options:**

**A:** Approve the contract with Ames Construction for the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements project.

**B:** Deny approval of the contract with Ames Construction for the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements. This will result in cancellation of the project.

**Staff Recommendation:**

Staff recommends: (a) approval of the contract with Ames Construction in the amount of \$19,409,787.57 to construct the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements; (b) approval of a contingency amount of \$1,000,000 to cover possible contract amendments related to unforeseen conditions during construction; and (c) authorize a budget amendment in the amount of \$1,000,000 from the Transportation Sales Tax Fund Contingency account (7010-7075-570000) to the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements project account (7010-7075-543001-CIPST-EN00463).

**Fiscal Analysis:**

The adopted budget for the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements project is not sufficient to fund the construction, associated contracts and the contingency costs for any unforeseen issues that may arise during construction of the project.

Another street Capital Improvement Program project, the 103rd Avenue; Olive Avenue to Northern Avenue project is nearing completion. During the design phase, the City was unable to reach an agreement with an adjacent landowner for the necessary right of way to complete the full street project improvements. Therefore, the project was re-scoped omitting the east half of the street improvements (approximately 1,500 feet of roadway). These improvements were to include landscaping, irrigation, streetlights, paving, sidewalk, curb and gutter, drainage outfall, and median improvements and resulted in a project savings of over \$1 million. The project savings was returned to the Transportation Sales Tax Fund balance and is available for use on

the Happy Valley Parkway; Lake Pleasant Parkway to Loop 303 Improvements project.

Below is a summary of the estimated total project costs.

Available Project Funds - Happy Valley Parkway, LPP to Loop 303	\$19,848,859
Construction Contract with Ames Construction	\$19,409,788
Misc. Contracts (Post-Design Services, Materials Testing, Public Information, etc.)	\$409,000
Construction Contingency	\$1,000,000
<b>Total Project Needs</b>	<b>\$20,818,788</b>
<b>Project Funding Shortfall</b>	<b>(\$969,929)</b>
<b>Additional Project Sources Requested</b>	<b>\$1,000,000</b>

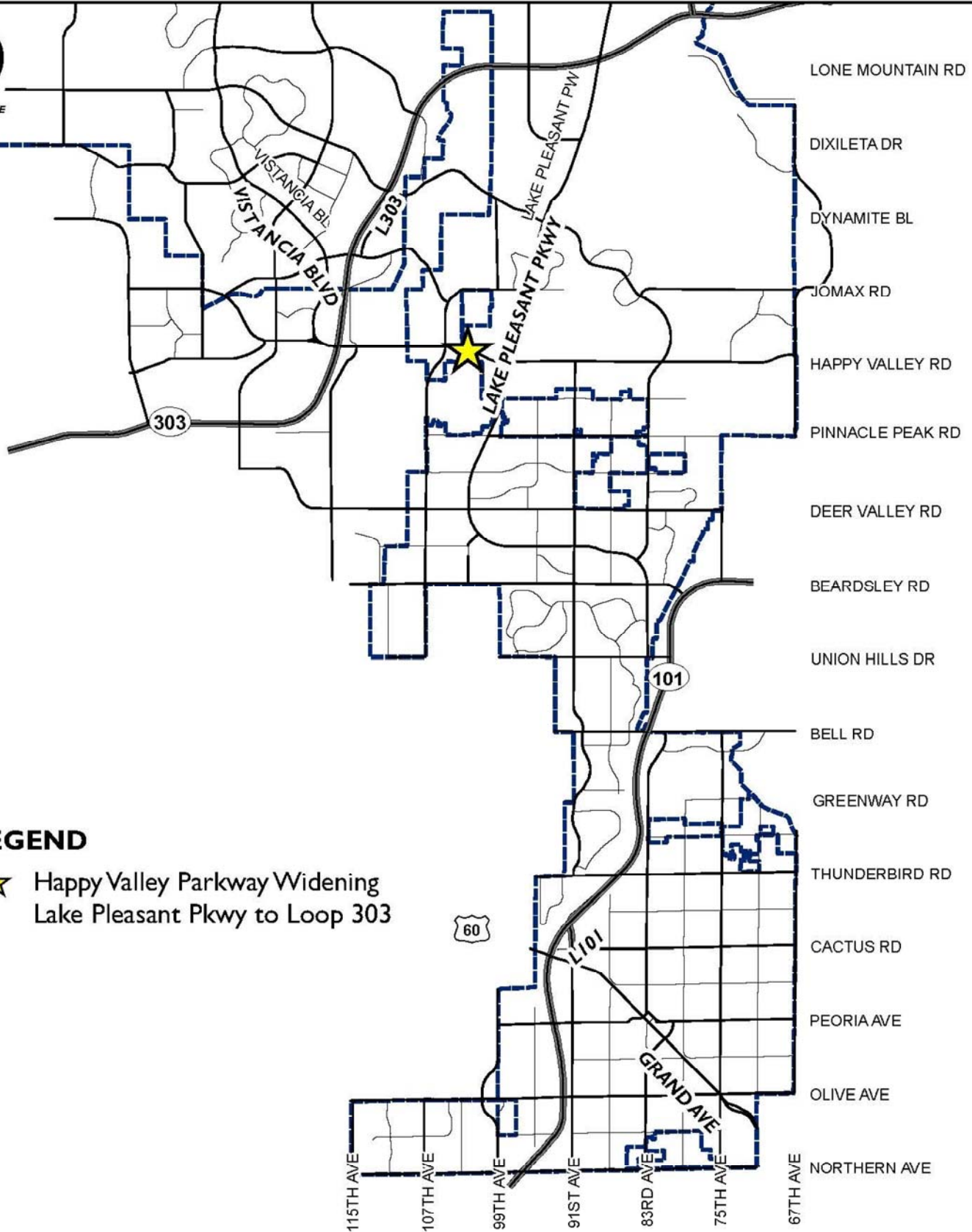
**ATTACHMENTS:**

Vicinity Map  
Location Map

**Contact Name and Number:**  
Adina Lund, PE, (623) 773-7249



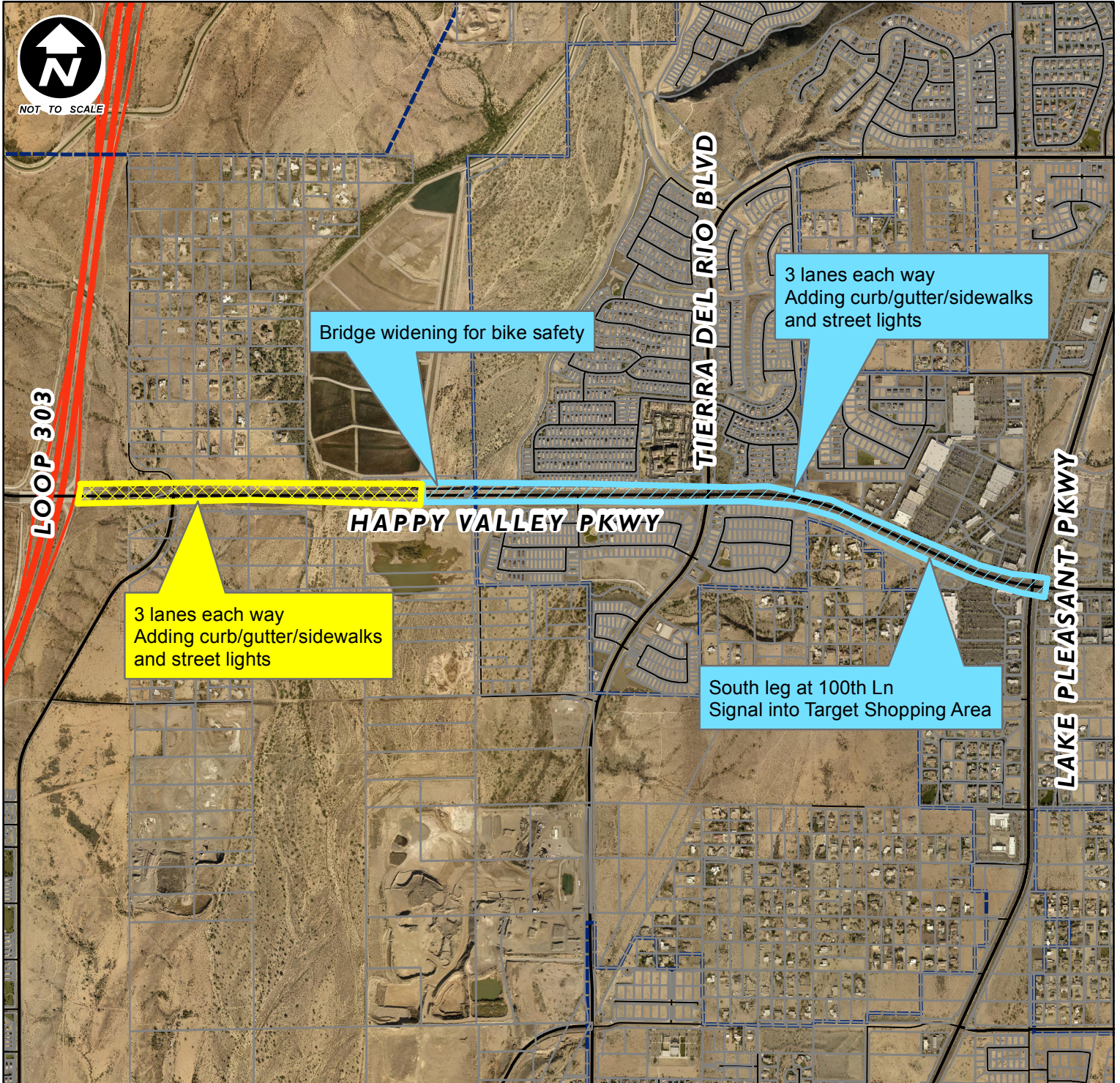
NOT TO SCALE





**LEGEND**

- ★ Happy Valley Parkway Widening  
Lake Pleasant Pkwy to Loop 303





**LEGEND**

-  Improvements included under IGA with MCDOT
-  Improvements included under Project Number EN00463



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



Date Prepared: 6/3/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Andy Granger, Deputy City Manager  
**FROM:** Sonia Andrews, Chief Financial Officer  
**SUBJECT:** Pension Funding Policy, Accept Actuarial Report for Public Safety Personnel Retirement System

---

**Purpose:**

Discussion and possible action to adopt **RES. 2019-102** adopting a Pension Funding Policy for the City's Public Safety Personnel Retirement System (PSPRS) and accepting the City's share of actuarial assets and liabilities under the PSPRS actuarial valuation report.

**Summary:**

PSPRS is a statewide retirement program for Arizona police and fire personnel. It is an agent multiple-employer defined benefit plan where assets are pooled for investment purposes but separate accounts are maintained for each individual employer.

Like most state defined benefit pension plans, PSPRS has experienced declining funding levels since 2001 due to investment losses, outdated actuarial assumptions and benefit increases. As of the 6/30/18 actuarial valuation, the funded status of PSPRS is as follows:

All employers	46.9%
City of Peoria Police	52.5%
City of Peoria Fire	67.0%

Efforts to reverse the declining trend have been made including changing investment strategies, updating actuarial assumptions and pension reform through various legislative actions (SB 1428 and Prop 124).

Arizona House Bill 2097 was passed in April 2018, requiring every governing body to adopt annually a pension funding policy for PSPRS beginning on or before July 1, 2019. The pension funding policy must include funding objectives that address the following:

1. How the City will maintain adequate assets to fund benefits payable under the system
2. How to maintain stability of the City's contributions to the system
3. How and when the City's funding requirements of the system will be met and

4. Defining the City's funded ratio target under the system and the timeline for reaching the targeted funded ratio.

House Bill 2097 also requires the City to formally accept the assets and liabilities from the actuarial valuation report and post the pension funding policy on the City's public website.

Council is asked to adopt the attached resolution which formally adopts a pension funding policy for PSPRS (attached to the resolution as Exhibit A) and also formally accepts the city's share of assets and liabilities from the June 2018 actuarial report in compliance with the requirements of House Bill 2097.

The pension funding policy proposed will commit the City to meeting a target of 100% funded status by 2036 for PSPRS, making the full Annual Required Contributions (ARC) each year from operating revenues as well as consider making additional payments above the ARC through the budget process.

**Options:**

**A:** Adopt the attached resolution to adopt a pension funding policy for PSPRS and also formally accept the city's share of assets and liabilities from the June 30, 2018 actuarial report.

**B:** Do not adopt the attached resolution, directing staff to make necessary revisions to comply with House Bill 2097.

**Staff Recommendation:**

Staff recommends adopting the attached resolution to adopt the pension funding policy for PSPRS and also formally accept the city's share of assets and liabilities from the June 30, 2018 actuarial report.

**Fiscal Analysis:**

The pension funding policy proposed commits the City to contributing the full Annual Required Contribution (ARC) for PSPRS and make additional contributions as needed in order to meet a 100% funded ratio by 2036.

Based on the June 30, 2018 actuarial valuation, the City's unfunded actuarial liability for the police and fire pensions total \$97,013,556. The combined funded ratio for the police and fire pension is 58.1%.

The City's current ARC for PSPRS totals 12.2 million. Over the last few years, the City has prepaid the full ARC in July each year based on all positions being filled. Prepaying the full ARC ensures additional contributions are made. The City will also review funding availability during the budget process to identify funding for additional payments above the ARC.

**ATTACHMENTS:**

Resolution

Exhibit A - Pension Funding Policy

**Contact Name and Number:**

Sonia Andrews (623) 773-5206

RESOLUTION NO. 2019-102

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, ADOPTING THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY AND ACCEPTING THE CITY'S SHARE OF ASSETS AND LIABILITIES UNDER THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM ACTUARIAL VALUATION REPORT

WHEREAS, the Arizona State Legislature passed House Bill 2097 in 2018 (Laws 2018, Chapter 112; Arizona Revised Statutes § 38-863.01), which requires the governing bodies of all Public Safety Personnel Retirement System (PSPRS) employers to adopt a pension funding policy and formally accept their share of the assets and liabilities based on the PSPRS actuarial valuation report, by July 1, 2019 and annually thereafter; and

WHEREAS, the City of Peoria desires to adopt a PSPRS pension funding policy to clearly communicate the Council's pension funding objectives and its commitment to City employees and the sound financial management of the City and to comply with new statutory requirements of Laws 2018, Chapter 112; and

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

Section 1. The Mayor and City Council of the City of Peoria hereby adopts the PSPRS Pension Funding Policy (Policy) attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. The Mayor and City Council of the City of Peoria hereby accepts, as set forth in the Policy, the City's share of assets and liabilities based on the PSPRS actuarial valuation report.

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Maricopa County, Arizona this 18<sup>th</sup> day of June, 2019.

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

---

Cathy Carlat, Mayor

---

Date Signed

ATTEST:

---


Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

---

Vanessa P. Hickman, City Attorney

Attachments: Exhibit A – Public Safety Personnel Retirement System Pension Funding Policy

 <p style="text-align: center;"><b>CITY COUNCIL POLICY</b></p>	<b>CP _-_-</b> <i>[ASSIGNED BY CMO]</i>
	Category: <i>Finance</i>
<b>TITLE:</b> <i>Public Safety Personnel Retirement System Pension Funding Policy</i>	Department: <i>Finance and Budget</i>
	Approved: <i>[Date of Council Meeting]</i>

A. Purpose

The purpose of this policy is to clearly communicate the Council’s pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with new statutory requirements of Laws 2018, Chapter 112 codified at A.R.S. § 38-863.01.

B. Definitions

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City’s police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

C. Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions:

- 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and
- 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Peoria has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2018 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Peoria Police	\$67,809,594	\$130,978,266	\$63,168,672	51.8%
Peoria Fire	66,845,813	100,690,697	33,844,884	66.4%
<b>City of Peoria Totals</b>	<b>\$134,655,407</b>	<b>\$231,668,963</b>	<b>\$97,013,556</b>	<b>58.1%</b>

D. PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. Council established this goal for the following reasons:

1. The PSPRS trust funds represent only the City of Peoria's liability.
2. The fluctuating cost of an UAAL causes strain on the City's budget, affecting our ability to provide services.

Category: \_

Title: \_

CP \_-\_-

Page 3 of 3

3. A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

Council has taken the following actions to achieve this goal:

1. Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY19 is \$12,213,218 and will be able to be paid from operating funds without diminishing City services.
2. Additional payments above the ARC will be considered annually during the city's budget process.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2018 Actuarial Valuation.

APPROVED:

---

Cathy Carlat, Mayor

APPROVED AS TO FORM:

---

Vanessa Hickman, City Attorney

Adopted: \_\_/\_\_/\_\_, CC # \_\_\_\_\_ [Completed by CMO]



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 32R.

Date Prepared: 5/22/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Erik Strunk, Deputy City Manager  
**FROM:** Kevin Burke, Public Works Director  
**SUBJECT:** Expenditure Authority, Capital Improvement Projects, LED Streetlight Conversion Project

---

**Purpose:**

Discussion and possible action to approve expenditures as follows: (a) \$1,417,300 to WESCO Distributions pursuant to a cooperative contract with Maricopa County for LED ("Light Emitting Diode") streetlight fixtures; and (b) \$247,132 to contractor, RedHawk Corporation, for installation.

**Summary:**

This project is part of Peoria's sustainability effort to reduce the city's impact on the environment through energy conservation. The City currently requires the installation and use of LED streetlights for new commercial and residential development. Even so, the use of less energy efficient "high pressure sodium" lighting still occurs throughout Peoria and there is a need to replace it. In FY2019, \$2,050,000 was allocated for LED streetlight conversion and incidental pole replacement.

As a part of this initiative, a citywide audit to inspect each streetlight, determine the number and type of fixtures needed to complete this project and reconcile the city's records with the power utilities was conducted. As a result, the Public Works Department, Streets Division has determined that by replacing high pressure sodium bulbs with more energy efficient LED bulbs on all arterial roadways in the City of Peoria, it is estimated that the city will save approximately \$200,000 per year in energy costs.

The Streets Division will purchase the streetlights directly from vendor, WESCO pursuant to a cooperative contract with Maricopa County and our contractor, RedHawk Corporation, will install approximately 3,250 new LED arterial streetlight fixtures.

Once the conversion of Peoria's arterial streetlight system to LED lighting is completed, it is the City's intent to continue a conversion strategy for its remaining half-mile, collector streets and those in more mature residential areas, as the budget permits.

**Previous Actions/Background:**

There are no previous actions relative to this project.

**Options:**

**A:** Council could act to approve expenditures in the amount of \$247,132 for payment to contractor, RedHawk Corporation, for installation and \$1,417,300.00, for payment to Wesco Distributions for LED fixtures.

**B:** Council could decline approval of the expenditures and the project will be cancelled.

**Staff Recommendation:**

Staff recommends that Council authorize the expenditures for conversion to LED streetlights on all arterial roadways as a part of Peoria's sustainability effort to reduce the city's impact on the environment through energy conservation.

**Fiscal Analysis:**

FY20 funds are available for this project in account #7000/7050/543001 CIPST PW013000CO and #70000/7050/543001CO CIPST PW001380CO.

**ATTACHMENTS:**

2020 Arterial LED  
Peoria LED Conversion

**Contact Name and Number:**

Kevin Burke, Public Works Director, (623) 773-7395.

# Job Order Cost Proposal



**CONTRACTOR NAME:** Redhawk Solutions

Contract Type: Traffic Systems

City Project No.:

Job Order No.: TBD

Contractors Job No.:

City Project Mgr.: Donnie Gauthier

Prepared By: Michael Wendtland

Fee Type: GMP

Date: 5/17/2019

Location: 3525 Various Locations

Revision: Original Issue

**BlueStake** Not Required  
**Job Title:** Arterial LED Street Light Luminaire Installation

**Description of Work to be Performed** (supporting information attached): Install 3525 City Furnished LED Luminaires on Existing Poles, Replace lighting branch conductors and add fuses for 328 lights fed from Overhead Service. Provide Weatherproof Splice to Existing Conductors

**SECTION A: LABOR (inclusive of burden)**

Position	Unit	Quantity	Labor Cost	
			Unit Price	Total
Project Manager	Hours	70.00	\$ 65.00	\$ 4,550.00
Project Engineer	Hours	-	\$ 59.00	-
Admin	Hours	-	\$ 24.00	-
Project Superintendent	Hours	-	\$ 71.00	-
Foreman	Hours	-	\$ 67.00	-
Craftsman	Hours	-	\$ 36.00	-
Apprentice / Laborer	Hours	-	\$ 28.00	-
Professional Engineer	Hours	-	\$ 175.00	-
Elect Project Manager	Hours	-	\$ 65.00	-
Elect Technician - Lead	Hours	700.00	\$ 57.00	\$ 39,900.00
Elect Technician - Journeyman	Hours	700.00	\$ 36.00	\$ 25,200.00
Elect Technician - Apprentice	Hours	350.00	\$ 33.00	\$ 11,550.00
Elect General Laborer	Hours	-	\$ 29.00	-
Elect Admin	Hours	-	\$ 24.00	-
<i>*Any emergency or T&amp;M work that requires overtime will be billed at 1.5 times the listed Unit Prices.</i>				\$ 81,200.00

**SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)**

Item	Unit	Quantity	Equipment Cost	
			Unit Price	Total
Board, Arrow	Hours	1,400.00	\$ 4.43	\$ 6,202.00
Backhoe	Hours	-	\$ 48.99	-
Excavator-Mini	Hours	-	\$ 18.00	-
Excavator - Vacuum	Hours	-	\$ 74.20	-
Loader - 3 Yard	Hours	-	\$ 61.00	-
Loader - Skid Steer	Hours	-	\$ 37.00	-
Bucket Truck	Hours	1,400.00	\$ 55.54	\$ 77,756.00
Water Truck	Hours	-	\$ 33.75	-
Water Wagon	Hours	-	\$ 13.50	-
Air Compressor	Hours	-	\$ 18.39	-
Compactor - Hand	Hours	-	\$ 9.00	-
Dump Truck	Hours	-	\$ 48.90	-
Roller	Hours	-	\$ 28.25	-

ext. Reach Forklift	Hours	-		\$	35.80	\$	-
Crane - Digger Derrick	Hours			\$	78.85	\$	-
Pickup Truck - Light Duty	Hours			\$	19.80	\$	-
Pickup Truck - 1 Ton	Hours			\$	25.60	\$	-
Small Tools & Supplies (Consumables)	Hours	-		\$	4.00	\$	-
Manlift	Hours	-		\$	6.30	\$	-
Portable Welder	Hours	-		\$	13.75	\$	-
Trailer (Dump, Pole, Transport, Fiber Optic, Etc).	Hours	560.00		\$	12.00	\$	6,720.00
Fiber Optic Fusion Splicer/OTDR	Hours			\$	16.00	\$	-
Other Equipment - See Current FEMA Shedule of Equip. Rates	Hours			\$	-	\$	-
<a href="https://www.fema.gov/media-library/assets/documents/136901">https://www.fema.gov/media-library/assets/documents/136901</a>	Hours		0	\$	-		
<b>Subtotal Equipment Cost (B)</b>						\$	<b>90,678.00</b>

**SECTION C: MATERIALS**

Item	Unit	Quantity	Material Cost		
			Unit Price	Total	
Wire & Fuses, Weatherproof Splices	328	Sets	\$ 85.00	\$ 27,880.00	
				\$ -	
				\$ -	
				\$ -	
		-	\$ -	\$ -	
		-	\$ -	\$ -	
<b>Subtotal Material Cost (C)</b>				\$	<b>27,880.00</b>

**SECTION D: SUBS & CONSULTANTS**

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Trafficade		\$ 7,500.00
TBD	Consultants	\$ -
TBD		\$ -
<b>Subtotal Subcontractors &amp; Consultants (D)</b>		\$ <b>7,500.00</b>

**SECTION E: RENTAL EQUIPMENT**

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
TBD		\$ -
TBD		\$ -
TBD		\$ -
<b>Subtotal Rental Equipment (E)</b>		\$ <b>-</b>

**SECTION F: GENERAL CONDITIONS OF THE WORK**

Item	Unit	Quantity	General Conditions Cost	
			Unit Price	Total
Mobilization / Demobilization		-	\$ -	\$ -
Permits & Environmental Controls		-	\$ -	\$ -
Temporary Facilities & Controls		-	\$ -	\$ -
Engineering / Testing		-	\$ -	\$ -
Site Support		-	\$ -	\$ -
Miscellaneous / Other		-	\$ -	\$ -
			<b>Subtotal General Conditions (F)</b>	
			\$	-

OVERHEAD: 7.00% (% to be taken from matrix)

PROFIT: 10.00% (% to be taken from matrix)

Subtotal General Contractor Costs (A+C+E+F): \$ 109,080.00  
 O&P (0.00% of A+C+E+F): \$18,543.60  
 Subtotal General Contractor Costs (B): \$ 90,678.00  
 Total General Contractor Costs including O&P: \$ 218,301.60

Subtotal Subcontractor Costs (D) \$7,500.00  
 Subcontractor Profit (5% of D) \$375.00  
 Total Subcontractor Costs including O&P: \$7,875.00

TOTAL GC and Subcontractor Costs including O&P: \$226,176.60  
 Insurance Costs @ 2.30% \$5,202.06  
 Bond Costs @ 1.50% \$3,392.65  
 Sales Tax (65% of 8.1%) \$12,360.71

**Subtotal Job Cost: \$247,132.02**

Project Contingencies \$25,000.00

Project Allowances \$0.00  
*Owner must provide prior approval (in writing) before the use of any Allowance or Contingency Funds*

**TOTAL JOB COST: \$247,132.02**

Submitted by:

\_\_\_\_\_

\_\_\_\_\_

Date

Rev 4/18/2018 LH

# QUOTATION

3425 E. VAN BUREN ST.  
PHOENIX, AZ.  
Phone: 602-296-1739  
Fax: 602-275-9632



**WESCO**  
DISTRIBUTION®

**To:** CITY OF PEORIA

**From:** AUDRY OCHOA

---

**Attn:** DONNIE GAUTHIER

---

**Fax:**

**Phone:**

---

**Re:** PEORIA LED CONVERSION

**Date:** 4/11/2019

---



**WESCO**  
DISTRIBUTION®

3425 E. VAN BUREN ST.  
PHOENIX, AZ.  
Phone: 602-296-1739  
Fax: 602-275-9632

**TO: CITY OF PEORIA**

**QUOTE DATE: April 11, 2019**

**ADDRESS:**

**PROJECT NAME: PEORIA LED CONVERSION**

**QUOTATION NUMBER: 19-04-044**

**ATTN: DONNIE GAUTHIER**

**SENDER: AUDRY OCHOA**

This quotation is valid for 30 days and is subject to WESCO standard Terms and Conditions - 010107 which is attached hereto

QTY.	TYPE	MFG.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
------	------	------	-------------	------------	----------------

**LIGHTING & LAMPS / AS SPECIFIED**

2000	ART NOTE	GE	ERLH011C340AGRAY 98W, 11500 LUMENS, 4000K	\$ 224.00	\$ 448,000.00
2000	COLL NOTE	GE	ERLH011C330AGRAY 98W, 11000 LUMENS, 3000K	\$ 224.00	\$ 448,000.00
500	PARK NOTE	GE	ERL2016C340AGRAY 120W, 16000 LUMENS, 4000K	\$ 286.00	\$ 143,000.00
1000	INTER NOTE	GE	ERL2016C340AGRAY 120W, 16000 LUMENS, 4000K	\$ 286.00	\$ 286,000.00
100	SC NOTE	FISHER	S1039 SHORTING CAP	\$ 5.00	\$ 500.00
5400	PC NOTE	FISHER	TRS-2-FO 20 YEAR MULTIVOLT LED PHOTOCELL, FAIL OFF	\$ 17.00	\$ 91,800.00
	NOTE		MATERIAL WILL BE SHIPPED DIRECT TO CITY OF PEORIA , FROM GE , AS MANUFACTURED		
	NOTE NOTE	FREIGHT FREIGHT	FISHER - FREIGHT ALLOWED (MIN RELEASE 1800) GE LTG - FREIGHT ALLOWED		

ALL MATERIAL SUBJECT TO APPROVAL  
OR RE-QUOTE  
QUOTE & FREIGHT BASED ON QTY'S SHOWN  
ANY DEVIATIONS WILL REQUIRE A RE-QUOTE  
EC RESPONSIBLE FOR ALL COUNTS & EXTENSIONS  
QUOTE IS VALID FOR 30 DAYS.

**TOTAL PRICE WITH LAMPS: \$1,417,300.00**

## WESCO DISTRIBUTION, INC. TERMS AND CONDITIONS OF SALE - 011107

### 1. WESCO'S Terms and Conditions Control the Agreement.

A. These terms and conditions are incorporated into and made a part of the agreement or proposal ("Agreement") by WESCO Distribution, Inc. and any of its domestic subsidiaries, unincorporated divisions or affiliates ("WESCO") to sell to the named Buyer the goods referenced on the face of this document ("Goods") and services (including, without limitation, any material management, assembly and kitting services, and engineering and design services (whether performed by WESCO or a subcontractor)) referenced on the face of this document ("Services"). The Agreement expressly limits Buyer's acceptance to these terms and conditions. Buyer may reject the Agreement by not ordering or receiving any Goods or Services. The Agreement does not constitute an acceptance by WESCO of any offer or counteroffer of Buyer, and WESCO hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to WESCO with respect to the Agreement.

B. If Buyer has submitted or will submit additional and/or different terms and conditions to WESCO, or submit a counteroffer to WESCO, WESCO's subsequent performance will not be construed as either acceptance of Buyer's additional and/or different terms and conditions or Buyer's counteroffer, nor will WESCO's subsequent performance be viewed as a willingness to accept any provision of the Uniform Commercial Code, as adopted by any State or Commonwealth, that is contrary or in addition to any of the terms and conditions hereof.

### 2. Prices.

A. Unless otherwise agreed to by WESCO in writing, WESCO's prices for the Goods and Services will be the prices stated on the face of this document or WESCO's standard prices for such Goods and Services as of the date hereof, provided that, where standard prices for Goods in the quantities ordered as calculated by WESCO extend beyond two decimal places, WESCO shall round such prices for Goods to the nearest two decimal places for purposes of determining Buyer's payment obligation with respect to such Goods; provided, however, that WESCO may change the price for the Goods and Services in accordance with any change to its standard pricing for such Goods and Services prior to the date of shipment of Goods or performance of Services, as the case may be.

B. The prices of any and all Goods and Services shall be confidential, and Buyer shall not disclose such prices to any unrelated third party. WESCO and Buyer acknowledge and agree that money damages for any and all breaches of Buyer's obligation not to disclose the price of any Goods or Services is both incalculable and insufficient and that any such breach would irreparably harm WESCO. Therefore, in the event of an actual or prospective breach of the obligation of Buyer not to disclose the prices of any Goods and Services, WESCO shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Agreement against Buyer in addition to any other remedies to which WESCO may be entitled at law or in equity.

3. Specifications. Unless WESCO has expressly agreed otherwise in writing, it is Buyer's responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct. **WESCO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.**

### 4. Shipment of Goods; Performance of Services.

A. Shipment of all Goods shall be made F.O.B. point of shipment (Ex Works WESCO's facility per INCOTERMS 2000 for international shipments). Buyer shall bear the risk of loss and damage to Goods after delivery to the point of shipment.

B. Any shipping dates for Goods or performance dates for Services given in advance of actual shipment of Goods or performance of Services are WESCO's best estimates for informational purposes only, and deliveries of Goods and performance of Services will be made subject to prior orders on file with WESCO. Unless otherwise agreed to by WESCO in writing, WESCO may, in its sole discretion, use any commercial carriers for shipment of the Goods. WESCO will use its reasonable efforts to comply with Buyer's requests as to method and route of transportation, but WESCO reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.

C. Unless otherwise agreed to by WESCO in writing, Buyer will pay all insurance costs in connection with delivery of the Goods, if any, and be responsible for filing and pursuing claims with carriers for loss of, or damage to, Goods in transit.

D. Buyer is responsible for obtaining at its sole cost and expense any and all necessary licenses and permits for the Goods and Services, including, without limitation, any licenses and permits for transportation.

E. If Buyer is unable to receive the Goods when they are tendered, Buyer will be liable to WESCO for any losses, damages, or additional expenses incurred or suffered by WESCO as a result of Buyer's inability to receive the Goods.

F. Buyer immediately will inspect all Goods upon its receipt of them and will be deemed to accept the Goods upon receipt. Any claims for shortages or discrepancies will be waived by Buyer unless made in writing to WESCO within five days of receipt of the Goods.

G. For wire and cable, delivery length tolerance is  $\pm 10\%$ . Cutting and Reel charges will apply when other than standard manufacturer lengths are requested and delivery lead-times may be adjusted.

H. WESCO may cancel in whole or in part any order for Goods or Services under the Agreement at any time.

I. Until Buyer has fully and finally paid all amounts owed to WESCO for any Goods, Buyer shall hold such Goods in trust for WESCO, and WESCO may repossess them if Buyer fails to pay for them in a timely fashion.

### 5. Payment.

A. All payments for Goods and Services must be made in United States currency unless specified in writing by WESCO. Payments for Goods and Services will be made by such means as WESCO may specify, such as by check or wire transfer, provided that WESCO may refuse, in its sole discretion, payment by any means, including, without limitation, credit cards.

B. Payment for Goods and Services is due within 30 days from the date of WESCO's invoice; provided, however, that WESCO reserves the right, in its sole discretion, to require full payment in cash before order entry, shipment, or delivery.

C. WESCO shall have the right to offset any and all amounts due and owing from WESCO to Buyer under this Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Buyer to WESCO under this Agreement.

D. If Buyer defaults in payment, Buyer will be liable for all collection costs incurred by WESCO including, but not limited to, attorneys' and collection agency fees, and all related disbursements.

E. If Buyer does not pay when payment is due, past due amounts are subject to service charges of one and a half percent ( $1\frac{1}{2}\%$ ) per month or the maximum percentage rate permitted by law, whichever is less.

### 6. Taxes.

The purchase price of the Goods and Services does not include transportation taxes and sales, use, excise, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, import or any similar tax or other governmental charge applicable to the Agreement and to the sale and/or furnishing of the Goods and Services.

7. Cancellation. Buyer may cancel its order for Goods and/or Services, but only if WESCO agrees to such cancellation in writing and only after Buyer pays reasonable charges for expenses already incurred and commitments made by WESCO in connection with the placement of such order(s).

8. Disclaimer of Warranties. WESCO HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. WESCO shall, however, if given prompt written notice by Buyer of any claim of alleged patent, trademark or copyright infringement with respect to any Goods use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may offer with respect to such Goods.

9. Exclusive Remedy. Buyer's EXCLUSIVE remedy against WESCO for any claim for, or arising out of any in a Good tendered to Buyer is the repair or replacement of the Good, or alternatively, at WESCO's sole election, a refund of the purchase price of the Good. Buyer's EXCLUSIVE remedy against WESCO arising out of any defect in, or in connection with, any Service provided hereunder is the re-performance of that Service or, at WESCO's sole election, a refund of the purchase price of the Service. These remedies only will only be available to Buyer for one year after the Good is tendered or Service is provided to Buyer, and WESCO's obligations under this Section 9 will be void unless Buyer provides WESCO with notice of the defect in the Good or Service within 30 days of discovery of the defect. Any Good returned to WESCO for repair, replacement or refund under this Section 9 will be returned by Buyer in accordance with WESCO's return material authorization procedures then in effect. Returns for a refund may be subject to restocking fees..

10. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) WESCO BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF WESCO IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) WESCO'S TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE.

### 11. Indemnification.

A. Upon prompt notice by Buyer of any claim of U.S. patent, copyright, or trademark infringement with respect to any Goods or Services, WESCO will use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may customarily give with respect to such Goods. This Section 10 sets forth Buyer's sole and exclusive remedy against WESCO regarding the infringement by any Goods or Services of any third party intellectual property rights, including, without limitation, any patents or trademarks.

B. Buyer will indemnify, defend and hold harmless WESCO, its shareholders, officers, directors, employees, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, but not limited to, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death ("Losses"), that may arise pursuant to or in connection with the Agreement, the Goods, or the Services (including, without limitation, Losses arising in connection with the performance of Services on Buyer's premises by WESCO's employees, representatives, agents, or subcontractors), regardless of whether such Losses are suffered directly by Buyer or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not WESCO or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Buyer need not indemnify WESCO for WESCO's obligation, if any, to Buyer under Section 9 above. For the avoidance of doubt and without limitation, this indemnification obligation requires Buyer to pay any judgments against WESCO or any other indemnified party resulting from any Claim, any court costs of WESCO or any other indemnified party in connection with any Claim, and any reasonable attorneys' fees and disbursements incurred by WESCO or any other indemnified party in WESCO's defense of any Claim. WESCO will have the sole and exclusive right to conduct the defense of any Claim at Buyer's sole and exclusive cost and expense. Buyer's indemnification obligation does not depend on the truth or accuracy of any allegations made against WESCO, Buyer or any third party.

### 12. Product Suitability. Goods sold by WESCO are designed to meet stated U.S. safety standards and regulations.

Because local safety standards and regulations may vary significantly, WESCO cannot guarantee that the Goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the Goods will be shipped, sold and used. Before purchase and use of any Goods, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the Goods will comply with them.

13. Ownership. WESCO shall have and retain all right, title, and interest in and to any and all trade secrets, technical data, sales service and product plans, methodologies, techniques, designs, molds, tools, samples, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with any Services, and Buyer shall not obtain a license to, or any other property rights in, any such WESCO property pursuant to or in connection with this Agreement.

### 14. Export Controls; Availability; Laws.

A. Certain Goods may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. Buyer must comply with such laws and regulations and not export, re-export or transfer these Goods to any country to which such export, re-export, or transfer is forbidden or without first obtaining all required authorizations or licenses.

B. Due to government regulations and product availability, not all goods sold by WESCO may be available in every area. Buyer hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of any and all Goods and Services. For purposes hereof, "Laws" means any international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidances having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

15. Interpretation of the Agreement. None of WESCO's or Buyer's shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms and conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of WESCO or by language included on the face hereof. Regardless of how many times Buyer purchases, or has purchased, goods and services from WESCO by whatever means, each time Buyer accepts the Agreement, Buyer and WESCO enter into a separate agreement that will be interpreted without reference to any other agreement between Buyer and WESCO, or what Buyer may claim to be a course of dealing or course of performance that has arisen between Buyer and WESCO. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. The Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods and Services hereunder, (except for any contemporaneous writing agreed to in writing by WESCO expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. Failure by WESCO to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of WESCO to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Buyer's default under the Agreement will not constitute a waiver of that right or any other rights.

16. Force Majeure. WESCO will not be liable for its failure to perform under the Agreement (including, without limitation, the failure to deliver any Goods or perform any Services) due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts, materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond WESCO's reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure Event"). If any Force Majeure Event prevents WESCO's performance of any of its obligations under the Agreement, WESCO will have the right to (a) change, terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted. If WESCO is unable to supply the total demands for any Goods to be delivered under the Agreement due to a Force Majeure Event, WESCO will have the right to allocate its available supply among its customers in whatever manner WESCO deems to be fair and equitable. In no event will WESCO be obligated to purchase materials from other than its regular sources of supply in order to enable it to supply Goods to Buyer under the Agreement. No change, cancellation or proration by WESCO will be deemed to be a breach of any clause, provision, term, condition, or covenant of the Agreement.

17. Choice of Law; Choice of Venue. The negotiation, execution, performance, termination, interpretation and construction of the Agreement will be governed by the law of the Commonwealth of Pennsylvania, except for Pennsylvania's choice of law rules, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. If either WESCO or Buyer brings a lawsuit or any other action arising out of the Agreement against the other party, such party must file its lawsuit or other action in a state or federal court located in Pittsburgh, Pennsylvania. WESCO and Buyer expressly submit to the exclusive jurisdiction of those courts and consent to venue in those courts, and WESCO and Buyer consent to extra-territorial service of process on WESCO and Buyer. In the event of litigation pertaining to any matter covered by the Agreement, each of WESCO and Buyer hereby agree to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation. Nothing contained in the Agreement will be construed to limit or waive any rights of WESCO under applicable United States federal, state, or local laws. Any provision of the Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

18. Binding Authority. Any director, officer, employee, representative, or agent of Buyer signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Buyer.



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 33.A.

Date Prepared: 6/6/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**THROUGH:** Katie Gregory, Deputy City Manager  
**FROM:** Chris Jacques, AICP, Planning Director  
**SUBJECT:** General Plan Update

---

**Summary:**

The General Plan is a state-mandated document provides Peoria's vision for next 10 to 20 years and beyond. This comprehensive document guides all aspects of the city such as growth, redevelopment, economic development, city services, parks and open space, health and safety, public facilities, the natural environment, and more. Peoria's current General Plan was ratified by the voters in 2010 and looked ahead to the Year 2020. While there have been modest adjustments over the years to refresh and refine certain portions of the document, it has remained largely the same. Now, the "future" envisioned by that Plan will soon be history. It's time to look ahead to the next 20 years, to Year 2040.

Staff, along with their consultant, have embarked on a comprehensive rewrite to the Peoria General Plan. The effort is known as *PlanPeoriaAz*, and will feature a restructured document that is more user-friendly and divided into six themes developed from public feedback. A draft of the new General Plan is expected to be circulated for public review and comment in July 2019, and is anticipated to be brought forward for City Council's consideration later this year as part of the 2019 Major General Plan Amendment Cycle.

During this city manager report, staff will brief the City Council on the following items:

- City Council Livability Initiatives and relationship to new General Plan
- Themes and general layout of new document
- Introduction of proposed land use categories
- Remaining Project Schedule

**Contact Name and Number:**

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

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 33.C.

Date Prepared: 6/13/2019

Council Meeting Date: 6/18/2019

---

**TO:** Jeff Tyne, City Manager  
**FROM:** Thomas Adkins, Intergovernmental Affairs Director  
**SUBJECT:** 2019 Legislative Session Recap

---

**Summary:**

Staff will provide a brief update on the outcomes of the 2019 legislative session and a preview of issues being worked on during the interim.

The 2019 legislative session was a successful one for the City of Peoria. This year, Intergovernmental Affairs staff reviewed several hundred bills and worked with other City staff to determine if any of these bills would impact the City. Of these, IGA staff actively tracked and lobbied against dozens of bills that would have negatively impacted the City - either in terms of financial impact or in terms of the City's ability to serve Peoria residents. Thankfully, all of these bills were either stopped or amended. IGA staff also worked to support several pieces of legislation that were ultimately signed into law.

Work to prepare for the 2020 legislative session is already started. Planning for future transportation infrastructure and transit needs in the region is ongoing, as are discussions with other cities about potential new resolutions from the League of Arizona Cities and Towns.

**Contact Name and Number:**

Thomas Adkins, (623) 773-7370