

Mayor
Cathy Carlat

Palo Verde
District
Michael Finn,
Vice Mayor

Acacia
District
Vicki Hunt

Ironwood
District
Bill Patena

Mesquite
District
Bridget
Binsbacher

Pine
District
Denette Dunn

Willow
District
Jon Edwards

Amendment #1 November 5, 2020

City Council Meeting Notice & Agenda

Tuesday, November 10, 2020
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345



PUBLIC NOTICE REGARDING PEORIA CITY COUNCIL MEETINGS

As part of the city's phased approach to reopening buildings and facilities amid the COVID-19 pandemic, public meetings will resume in the Peoria Council Chamber with facial coverings, strict sanitation and moderate physical distancing protocols in place. The public is required to wear facial coverings in the building. In Phase Two, capacity will be restricted to 50 people or fewer. When the capacity level is reached, members of the public will be redirected to a separate viewing room to watch the meeting remotely. These measures are in place to ensure the health and safety of residents while discussions, deliberations and actions of the Mayor and City Council remain transparent.

The Peoria City Council meetings will be held with these measures in place but the public can also access the meeting remotely through technological means, as permitted by Arizona law. A live stream of the meeting will be broadcast through Cox Channel 11, CenturyLink Channel 8509, Facebook (www.facebook.com/CityofPeoriaAz) and YouTube (Digital Peoria).

Members of the public can submit comments and questions regarding items on the meeting agenda via the city's Facebook page or by emailing cityclerk2@peoriaaz.gov prior to the start of the Regular meeting time on the day of the Council meeting.

For additional questions, contact the Peoria City Clerk's Office at (623) 773-7340.

Special Meeting

4:00 P.M. Convene

Roll Call

Consent Agenda

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

Consent

1 C. Authorization to Hold an Executive Session

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

- (a) Discussion with legal counsel for legal advice to consider its position and instruct its staff and attorneys regarding the public body's position regarding contract(s) for Project Casper that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation and to give direction regarding potential purchase of property pursuant to A.R.S. §§ 38-431.03.A.3 and 38-431.03.A.4 and 38-431.03.A.7.
- (b) Discussion with legal counsel and staff to consider its position, and give direction regarding potential purchase of real property at Parcel No. 142-41-001 and 142-41-002 pursuant to A.R.S. §§ 38-431.03.A.3, 38-431.03.A.4 and 38-431.03.A.7.

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) Discussion with legal counsel for legal advice to consider its position and instruct its staff and attorneys regarding the public body's position regarding contract(s) for Project Casper that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation and to give direction regarding potential purchase of property pursuant to A.R.S. §§ 38-431.03.A.3 and 38-431.03.A.4 and 38-431.03.A.7.
 - (b) Discussion with legal counsel and staff to consider its position, and give direction regarding potential purchase of real property at Parcel No. 142-41-001 and 142-41-002 pursuant to A.R.S. §§ 38-431.03.A.3, 38-431.03.A.4 and 38-431.03.A.7.

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

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

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

Arizona Open Meeting Act:

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

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

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

Study Session

Convene immediately following Executive Session Meeting

Roll Call

Study Session Agenda

Subject(s) for Discussion Only

3. Prop 207 Marijuana Initiative and City Property

Adjournment

Regular Meeting

6:00 P.M. Convene

Pledge of Allegiance

Roll Call

Final Call to Submit Speaker Request Forms

Presentation

4. Parks, Recreation and Community Facilities Department, National Commission for Accreditation of Park and Recreation Agencies(CAPRA) Reaccreditation

Consent Agenda

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

Consent

5 C. Minutes

Discussion and possible action to approve the October 20, 2020 City Council meeting minutes.

6 C. Contract, GEA Mechanical Equipment US, Inc., Butler Wastewater Reclamation Facility, Centrifuge Repair Parts and Services

Discussion and possible action to approve a single source contract with GEA Mechanical Equipment US, Inc., for an amount not to exceed \$180,000 to purchase centrifuge parts and repair services for the Butler Wastewater Reclamation Facility.

7 C. Grant, Governor's Office of Highway Safety, Click it or Ticket

Discussion and possible action to: (a) authorize the City Manager to accept \$7,500 from the Governor's Office of Highway Safety to be used by the Peoria Police Department for safety belt and child passenger law enforcement; and (b) approve a budget amendment in the amount of \$7,500 from the Proposed Grants Contingency account to the Governor's Office of Highway Safety Grant Overtime account.

8 C. Intergovernmental Agreement, City of Phoenix, Reimbursement of Dial-A-Ride Vehicle Maintenance Expenses and Purchase of Two Dial-A-Ride Replacement Buses

Discussion and possible action to approve an Intergovernmental Agreement with the City of Phoenix, to provide federal funds in the amount of \$59,940 for reimbursement of Dial-A-Ride vehicle maintenance expenses and \$169,413 for two replacement Dial-A-Ride buses through a Federal Transit Authority grant.

9 C. Intergovernmental Agreement, Flood Control District of Maricopa County, 67th Avenue and Pinnacle Peak Road Regional Drainage Improvements

Discussion and possible action to approve an Intergovernmental Agreement with the Flood Control District of Maricopa County for the design, rights-of-way and land acquisition, and utility relocations for the 67th Avenue and Pinnacle Peak Regional Drainage Improvements.

10 C. Single Source Purchase, Environmental Systems Research Institute, Inc., 3 Year Enterprise License Agreement GIS Systems

Discussion and possible action to approve a single source purchase with Environmental Systems Research Institute, Inc. in the amount of \$436,590 in three (3) annual payments of \$145,530 to purchase a three (3) year Enterprise License Agreement for the City's Geographic Information Systems.

11 C. Joint Use Agreement, Flood Control District of Maricopa County, Passive Recreational Use at New River Dam, Lake Pleasant Parkway & Dixileta Drive

Discussion and possible action to authorize the City Manager to execute a Joint Use Agreement with the Flood Control District of Maricopa County for the recreational use of approximately 2100 acres behind the New River Dam for passive recreation and hiking-biking trails.

12 C. Contract Amendment, PCL Construction, Inc., Jomax Booster Station Upgrades and Terramar Booster Pump Station Rehabilitation

Discussion and possible action to approve a construction contract amendment in the amount of \$1,897,127 with PCL Construction, Inc. to procure long lead items for the Jomax Booster Station Upgrades and Terramar Booster Pump Station Rehabilitation projects.

13 C. **Lease Agreement Amendment, Cellular Site, Peoria Sports Complex Property**

Discussion and possible action to approve the Fifth Amendment to the Cellular Site Lease Agreement, and Memorandum of Fifth Amendment to Cellular Site Lease Agreement with Crown Atlantic Company, LLC, the current lessee of property located at the Peoria Sports Complex utilized for a cell tower structure.

14 C. **Citizens Commission on Salaries for Elected City Officials**

Discussion and possible action to accept or reject the recommendation made by the Citizens Commission on Salaries for Elected City Officials to increase the Mayor and Council salaries by five percent (5%) effective January 1, 2021.

15 C. **Exemption Request, Requirement to Post Security for Self Insured Workers' Compensation Claims**

Discussion and possible action to authorize the execution of documents necessary to certify the City of Peoria exemption from the Industrial Commission of Arizona requirements to post security for self-insured Workers' Compensation claims.

16 C. **Expenditure Authority, Capital Improvement Projects, Pavement Management Program, Lake Pleasant Parkway Rehabilitation and Pavement Preservation**

Discussion and possible action to approve an individual job order contract with Nesbitt Contracting Co. for Lake Pleasant Parkway Mill and Overlay; Beardsley Road north to 95th Avenue for the total amount of \$1,890,500 pursuant to Job Order Contract, ACON01717 for Pavement Maintenance and Repair Services.

17 C. **Budget Expenditure, Roof Replacement, Peoria Center for the Performing Arts**

Discussion and possible action to approve a budget expenditure in the amount of \$141,000 from the Roof Replacement project for the replacement of the deteriorated single ply flat roof portion of the Peoria Center for the Performing Arts building.

18 C. **Property Acquisition, 8314 West Jefferson Street**

Discussion and possible action to: (a) authorize the acquisition of a 7,000 square foot property located in Old Town at 8314 West Jefferson Street; and (b) approve a budget expenditure in the amount of \$77,200 from the Old Town Parcel Assembly & Tenant Improvements project.

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

Discussion and possible action to adopt **RES. 2020-75** accepting Deeds and Easements for various Real Property interests acquired by the City.

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

Discussion and possible action to adopt **RES. 2020-76** designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

21 C. **VOID**

22 C. **Replat, a Portion of Tract G, as Recorded in the Master Final Plat for Mystic at Lake Pleasant Heights**

Discussion and possible action to approval a Replat of a portion of Tract G, as recorded in the Master Final Plat for “Mystic at Lake Pleasant Heights”, subject to stipulations.

23 C. **PUBLIC HEARING - Liquor Licenses, Various Locations**

Discussion and possible action to recommend approval to the State Liquor Board for: (a) a New Wine and Beer (Series 10) Liquor License for QuikTrip #1425, located at 7455 West Peoria Avenue, Perry C. Huellmantel, Applicant, LL#20-000898; (b) a New Restaurant (Series 12) Liquor License for Cross Eyed Cricket, located at 28615 North El Mirage Road, Mark H. Gaydosz, Applicant, LL#20019128.

Regular Agenda

New Business

24 R. **Code Amendment, Chapter 17, Ban Smoking and Consuming Marijuana on City Owned or Operated Property**

Discussion and possible action to adopt **ORD. 2020-14** amending Chapter 17 of the Peoria City Code adopting regulations that prohibit smoking and possession of Recreational Marijuana on property occupied, owned, controlled or operated by the City of Peoria.

25 R. **Specific Area Plan Amendment, Grand Commons, Grand Avenue and 85th Avenue**

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous (7-0) recommendation to adopt **RES. 2020-78**, approving an amendment to the Old Town Specific Area Plan Land Use Map for a 7.5 acre site located at 8455 NW Grand Avenue, from Flex Mixed-Use to Old Town Commercial Mixed Use land use category.

26 R. **Rezone, Grand Commons, Grand Avenue and 85th Avenue**

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous (7-0) recommendation to adopt **ORD. 2020-15**, approving the rezoning of a 7.5 acre site located at 8455 NW Grand Avenue, from Central Commercial (C-3) to the Grand Commons Planned Area Development (PAD).

27 R. **Rezone, Prescott at Park West, Planned Area Development**

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation to adopt **ORD. 2020-16** approving the rezoning of a 5.4 acre site, located at 8128 North 99th Avenue from Intermediate Commercial (C-2) to Planned Area Development (PAD) to facilitate a ninety-five (95) unit townhome-style rental community.

28 R. **Budget Amendment and Contract Approval, Economic Development Consulting Services**

Discussion and possible action to: (a) approve a budget amendment in the amount of \$331,000 from the Half Cent Sales Tax Fund Contingency to the Economic Development Services - Other Professional Services account to fund studies, appraisals and consulting services to support the city's Economic Development Goals for Stadium Point, Old Town and Vistancia Commercial Core; and (b) to authorize a single source procurement to enter into a contract with Paslay Management Group.

29 R. **Resolution, Extension of Premises for Outdoor Patios**

Discussion and possible action to adopt **RES. 2020-79** authorizing the City Manager to establish and implement through the Planning & Community Development Department, an expedited, no-fee Temporary Use Permit – Extension of Premise (TUP-EP) process to enable restaurants and bars to temporarily extend their premises for services in alignment with the Mayor's Proclamation declaring a State of Local Emergency.

30 R. **Pop up Peoria at Park West**

Discussion and possible action to approve a one-time budget appropriation in the amount of \$30,000 from the General Fund contingency account to the Office of Communication – Other Professional Services account for a "Pop Up Peoria" public/private storefront collaboration at the Park West Mall, located at 9744 West Northern Avenue, Suite #1750, Building E.

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

31. Reports

A. Code Compliance, American Association of Code Enforcement Award

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:

Council Meeting Date: 11/10/2020

TO: Honorable Mayor and City Council
FROM: Vanessa P. Hickman, City Attorney Chris M. Jacques, Planning Director
SUBJECT: Prop 207 Marijuana Initiative and City Property

Summary:

Proposition 207, a statewide ballot measure known as the “Smart and Safe Arizona Act”, will provide Arizona voters an opportunity to legalize recreational marijuana at the general election in November 2020. Provisions in the Act would legalize the possession and non-medicinal recreational use of marijuana by adults over the age of twenty-one. However, provisions of the Act would allow the City of Peoria to prohibit the use and possession of recreational marijuana on property that is occupied, owned, controlled or operated by the City.

Should the Smart and Safe Arizona Act be approved by the voters and become law, the attached code-amending Ordinance would take effect to prohibit (1) smoking, consumption and possession of Marijuana and Marijuana Products on any property that is occupied, owned, controlled or operated by the City of Peoria; and (2) smoking and consumption of Marijuana or Marijuana Products in any open space or public place; and (3) prohibit the same where smoking is already prohibited in the City.

Previous Actions/Background:

There has been no previous action on this matter.

Fiscal Analysis:

This study session item represents no direct fiscal impacts to the City.

Contact Name and Number:

Vanessa P. Hickman, City Attorney, (623) 773-7330

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 4.

Date Prepared: 10/27/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: John R. Sefton Jr., Parks, Recreation and Community Facilities Director

SUBJECT: Parks, Recreation and Community Facilities Department, National Commission for Accreditation of Park and Recreation Agencies(CAPRA) Reaccreditation

Summary:

The Peoria Parks, Recreation and Community Facilities Department recently received official reaccreditation through the Commission for Accreditation of Park and Recreation Agencies (CAPRA) and the National Recreation and Park Association (NRPA). John Sefton, Peoria's Parks, Recreation and Community Facilities Director, accepted the award for this distinguished accomplishment during the Virtual 2020 NRPA Annual Conference on October 28.

The process for accreditation involves a formal application, self-assessments, a site visit by a team of trained visitors that results in a written report, and a hearing with the commission to grant accreditation. Due to COVID-19 travel restrictions, the "site" visit and commission hearing were completed virtually; however, our virtual visitors were able to meet with staff and ask questions through a series of video meetings. As part of the reaccreditation process, the Peoria Parks, Recreation and Community Facilities Department demonstrated compliance with 151 recognized standards, and documented all policies and procedures.

To retain the CAPRA accreditation, Peoria must submit an annual report, and continue to demonstrate compliance with the 151 recognized standards. The reaccreditation self-assessment and site visit is planned every five years. Peoria earned its initial CAPRA accreditation in October 2014.

With this reaccreditation, the City of Peoria's Parks, Recreation and Community Facilities Department is one of 186 parks and recreation agencies in the U.S. to have this very special, national designation. The department joins three other Peoria departments that have also received national accreditation from their respective professional organizations: the Public Works Department, the Fire Department and the Police Department.

Contact Name and Number:

John R. Sefton Jr., Parks, Recreation and Community Facilities Director, (623) 773-7135

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 5C.

Date Prepared: 11/2/2020

Council Meeting Date: 11/10/2020

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 October 20, 2020 City Council meeting minutes.

ATTACHMENTS:

October 20, 2020 Meeting Minutes

Contact Name and Number:

Rhonda Geriminsky, (623) 773-7340

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
October 20, 2020

A **Regular Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 6:01 p.m.

Following a moment of silent reflection, Community Facilities District Board Member Jerry Johnson led the Pledge of Allegiance.

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

Council Youth Liaisons: Saanvi Tiwary and Dominique Van Winkle.

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; Kevin Burke, Public Works Director; Chris Jacques, Planning and Community Development Director; Adina Lund, Development and Engineering Director; Art Miller, Police Chief; Christine Nickel, Human Resources Director; Bobby Ruiz, Fire Chief; John Sefton, Parks, Recreation, and Community Facilities Director; Jennifer Stein, Office of Communications Director and Jay Davies, Chief of Staff.

Audience: Approximately 10 members of the public were present.

Clerk's Note: Agenda Items 1C and 2C were voted on separately by the Vistancia North Community Facilities District Board. The legal actions for these items will be reflected separately in the October 20, 2020 Vistancia North Community Facilities District Board minutes.

Clerk's Note: Agenda Items 3C and 4C were voted on separately by the Mystic Community Facilities District Board. The legal actions for these items will be reflected separately in the October 20, 2020 Mystic Community Facilities District Board minutes.

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

Presentation:

5. **Certificate of Appointment to Newly Appointed Board and Commission Members**

Vice Mayor Finn recognized the following newly appointed Board and Commission member as a picture of her holding her Certificate of Appointment was displayed:

- Natalie Awdisho

6. **Proclamation Recognizing October as National Code Compliance Month**

Councilmember Patena conveyed the importance of Code Compliance, outlined the Code Enforcement Task Force and recognized the members of the Task Force. Councilmember Patena read aloud a Proclamation recognizing October as National Code Compliance month.

Jack Stroud, Neighborhood Services Manager, expressed appreciation to the Mayor and Council for their recognition and introduced Code Compliance staff.

7. **Library Card Design Contest Winners**

John Sefton, Parks, Recreation and Community Facilities Director, outlined the Library Card Design Contest and recognized the winners of the contest.

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

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

Upon vote, the motion carried unanimously 7 to 0.

8C. **Minutes**

Approved the following minutes:

- September 22, 2020 City Council meeting minutes
- October 6, 2020 City Council meeting minutes

9C. **Agreement, United States Department of Justice, Drug Enforcement Administration, Task Force Participation**

- (a) Approved the renewal of an Agreement with the Drug Enforcement Administration;
- (b) Assigned an officer to the Drug Enforcement Administration Task Force for a period of not less than two years; and
- (c) Approved a budget amendment in the amount of \$19,181 from the Proposed Grants Contingency Fund to the Federal DEA IGA Fund to provide expenditure authority for overtime.

10C. **Arizona Game and Fish Department Heritage K-12 Small Grant, Aquatic Recreation and Conservation Education Program**

- (a) Accepted a grant from the Arizona Game and Fish Department for Aquatic Recreation and Conservation Education Programming and;
- (b) Authorized a budget amendment in the amount of \$1,996 from the Proposed Grant Contingency account to the Outdoor Recreation Program recreational supplies account.

11C. **Grant, State of Arizona Department of Homeland Security, Chemical, Biological, Radiological, Nuclear or Explosive Program**

- (a) Authorized the Fire-Medical Department to accept a grant award in the amount of \$40,000 from the Arizona Department of Homeland Security to be used to strengthen chemical, biological, radiological, nuclear or explosive detection, response and decontamination capabilities; and
- (b) Approved a budget amendment in the amount of \$40,000 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

12.C. **Grant, State of Arizona Department of Public Safety, Victims of Crime Act, Victim Assistance Grant Program**

- (a) Authorized the Peoria Police Department to accept a grant in the amount of \$568,401 from the Arizona Department of Public Safety, Victims of Crime Act, Victim Assistance Grant Program to fund personnel, training, equipment, and emergency victim assistance supplies and services for the Victim Assistance Program;
- (b) Approved a budget amendment in the amount of \$568,401 from the Proposed Grants Contingency Fund to the Victims of Crime Act Grant Fund; and
- (c) Authorized the Fiscal Year 2021 approved fixed-term benefitted position to be converted to a grant-funded Full-time Employee position.

13 C **Intergovernmental Agreement, Maricopa County, Exchange of Services**

Approved an Intergovernmental Agreement with Maricopa County for the practical exchange of street maintenance services through letters of agreement.

14 C. **Intergovernmental Agreement Amendment, Regional Public Transportation Authority, Transit Services Agreement**

Approved an Intergovernmental Agreement Amendment with the Regional Public Transportation Authority for transit services.

15 C. **Fiscal Year 2020 Year-End Budget Amendments and Fiscal Year 2021 First Quarter Budget Amendments and Carryovers**

Approved the Fiscal Year 2020 Year-End Budget Amendments and Fiscal Year 2021 First Quarter Budget Amendments and Carryovers.

16 C. **Investment Report, Quarter Ending September 30, 2020**

Reviewed and accepted the Investment Report as presented.

17 C. **Expenditure Authority, Capital Improvement Projects, Pavement Management Program, Rehabilitation and Pavement Preservation**

Approved expenditures in the total amount of \$1,341,150 to contractor, Via Sun Corporation pursuant to low-bid contract ACON34520 for Micro and Slurry Seal.

18 C. **Public Transportation Agency Safety Plan**

Approved the Public Transportation Agency Safety Plan for Peoria.

19 C. **Final Plat, 9134 West Peoria Avenue, 91st Avenue and Peoria Avenue**

Approved a Final Plat of 9134 West Peoria Avenue, located north at the Northwest Corner of 91st Avenue and Peoria Avenue, subject to stipulations.

20 C. **Final Plat, Sun City 4 Paws Shelter & Desserts, 10807 North 96th Avenue**

Approved a Final Plat of Sun City 4 Paws Shelter & Desserts, located at 10807 North 96th Avenue, subject to stipulations.

21 C. **Final Plat, Villages at Pioneer Park, 83rd Avenue and Olive Avenue**

Approved a Final Plat of Villages at Pioneer Park located on the Southwest Corner of 83rd Avenue and Olive Avenue, subject to stipulations.

22 C. **Final Plat, Providence Professional Park, Deer Valley Road and 78th Avenue**

Approved a Final Plat of Providence Professional Park, located on Deer Valley Road and 78th Avenue, subject to stipulations.

23 C. **Final Plat, Camino A Lago South Parcel 1, Deer Valley Road and Lake Pleasant Parkway**

Approved a Final Plat of Camino A Lago South Parcel 1, located on Deer Valley Road and Lake Pleasant Parkway, subject to stipulations.

24 C. **Final Plat, Camino A Lago South Parcel 2, Deer Valley Road and Lake Pleasant Parkway**

Approved a Final Plat of Camino A Lago South Parcel 2, located on Deer Valley Road and Lake Pleasant Parkway, subject to stipulations.

25 C. **Final Plat, Camino A Lago South Parcel 12, Deer Valley Road and Lake Pleasant Parkway**

Approved a Final Plat of Camino A Lago South Parcel 12, located on Deer Valley Road and Lake Pleasant Parkway, subject to stipulations.

26 C. **Replat of the Final Plat for TMG-Edwards, 83rd Avenue and Edwards Street**

Approved a Replat of the Final Plat of TMG-Edwards, located at 83rd Avenue and Edwards Street, subject to stipulations.

REGULAR AGENDA

New Business:

27 R. **Intergovernmental Agreement, Maricopa County, By and Through the Department of Public Health, Flu Vaccines**

Bobby Ruiz, Fire Chief, presented regarding an Intergovernmental Agreement with Maricopa County to receive and administer flu vaccines to the public and residents of Peoria. Information included:

- Background regarding the history of the City's partnership with the Maricopa County Department of Health
- Flu Vaccine Program for the citizens of Peoria
- Overview of the intergovernmental agreement

Discussion ensued regarding whether the vaccines will be administered at organized events throughout the City.

Motion was made by Councilmember Binsbacher, seconded by Vice Mayor Finn, to approve an Intergovernmental Agreement with Maricopa County by and through the Department of Public Health, to receive and administer flu vaccines to the public and residents of Peoria.

Upon vote, the motion carried unanimously 7 to 0.

28 R. **Intergovernmental Agreement Amendment, Arizona State University, Project Cities**

Jay Davies, Chief of Staff, presented regarding an Intergovernmental Agreement Amendment with Arizona State University for year two of the Project Cities partnership. Information included a summary of projects contained within the intergovernmental agreement and the corresponding Council goals.

Discussion ensued regarding the number of classes working on the projects and what the City has learned from previous classes.

Motion was made by Vice Mayor Finn, seconded by Councilmember Binsbacher, to approve an Intergovernmental Agreement Amendment with Arizona State University for year two of the Project Cities partnership.

Upon vote, the motion carried unanimously 7 to 0.

29 R. **Arrowhead RV and Boat Storage, Planned Area Development**

Chris Jacques, Planning and Community Development Director, presented regarding the Planning and Zoning Commission's unanimous recommendation to adopt **ORD. 2020-13** approving the rezoning of a 21.1 acre site, located at 11150 West Beardsley Road from Suburban Ranch to the Arrowhead RV and Boat Storage Planned Area Development. Information included:

- Overview of the request for a planned area development
- Site and area context
- Background regarding the Planned Area Development
- Overview of the conceptual site plan
- Design elements used for the project
- Public outreach efforts
- Public concerns
- Planning and Zoning Commission's public hearing
- Findings and staff recommendations

In response to questions from Councilmember Edwards, Jason Morris, Attorney representing the applicant, outlined the mitigation and outreach efforts that have taken place to accommodate residents surrounding the proposed Planned Area Development.

Motion was made by Councilmember Edwards, seconded by Councilmember Hunt, to concur with the Planning and Zoning Commission's unanimous recommendation to adopt **ORD. 2020-13** approving the rezoning of a 21.1 acre site, located at 11150 West Beardsley Road from Suburban Ranch to the Arrowhead RV and Boat Storage Planned Area Development.

Upon vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

30. **Reports**

A. 2021 Council Meeting Calendar

Jeff Tyne, City Manager, informed Council that the 2021 Council Meeting Calendar is available in their packet for informational purposes.

B. Youth Advisory Board Fiscal Year 2021 Plan

Brian Carrico, Recreation Superintendent, introduced the Youth Advisory Board's Fiscal Year 2021 Plan, as well as the following Youth Advisory Board Members in attendance:

- Natalie Awdisho, Youth Advisory Board Chair
- Savana Rodriguez, Youth Advisory Board Vice Chair
- Saanvi Tiwary, Youth Advisory Board Member and Council Youth Liaison
- Dominique Van Winkle, Youth Advisory Board Member and Council Youth Liaison

The Youth Advisory Board members in attendance presented the following:

- Youth Master Plan
- 2020 highlights of the Youth Advisory Board activities and outcomes
- 2020 through 2021 upcoming Youth Advisory Board goals
- Youth Advisory Board members connecting through service

Mayor Carlat thanked the Youth Advisory Board for their service in leading the youth in Peoria.

Reports from City Council: None.

Reports from the Mayor: None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:57 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 20th day of October, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of November, 2020.

(Seal)

Rhonda Geriminsky, City Clerk

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 6C.

Date Prepared: 10/29/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy District Manager
FROM: Cape Powers, Water Services Director
SUBJECT: Contract, GEA Mechanical Equipment US, Inc., Butler Wastewater Reclamation Facility, Centrifuge Repair Parts and Services

Purpose:

Discussion and possible action to approve a single source contract with GEA Mechanical Equipment US, Inc., for an amount not to exceed \$180,000 to purchase centrifuge parts and repair services for the Butler Wastewater Reclamation Facility.

Summary:

The Butler WRF has capacity to treat 10 million gallons of wastewater per day, which is 60% of the total constructed treatment capacity for all of Peoria. Originally constructed in 2007, this facility has performed very well over the years, but some components are aging and require repairs and associated parts replacement. The three Westphalia brand centrifuges, used for dewatering sludge, are in this category. Over the last 60 days, staff and a certified repair technician from GEA performed recommended scheduled preventative maintenance and identified additional repairs that are necessary for the reliable operation of all three centrifuges, including a \$64,000 primary gearbox for one of the units. Although Water Services has a preventative maintenance contract with GEA, this contract does not cover the additional parts and repairs that are now necessary.

GEA is the sole provider of parts and services for the three centrifuges and alternate sources are not currently available. A single source contract for just under \$100,000 was approved administratively September 8, 2020 to perform initial maintenance and repairs. As noted above, additional work has now been identified that pushes the single-source contract over \$100,000, which requires City Council approval. Replacement of the units with an alternate product would incur considerably higher costs. Staff has provided appropriate single source documentation to perform the required work.

Previous Actions/Background:

A single source was approved with this vendor on September 8, 2020.

Options:

A: Approve the Bulter WRF repair agreement with GEA Mechanical Equipment US, Inc.

B: Deny approval of the Butler WRF repair agreement with GEA Mechanical Equipment US, Inc.

Staff Recommendation:

Staff recommends approval of a contract with GEA Mechanical Equipment US, Inc., for an amount not to exceed \$180,000 to purchase centrifuge parts and repair services.

Fiscal Analysis:

The funding sources for the purchase of two gearboxes, \$86,000, along with additional parts, materials and labor needed to maintain the Centrifuges will come from the following Butler WRF Operations and Maintenance accounts: 2400-2496-524007; 2400-2496-5240133; 2400-2496-533510 and 2453-2573-524013-CIPWW-NA-UT00436.

ATTACHMENTS:

Single Source

Contact Name and Number:

Cape Powers, (623) 773-7502



REQUEST FOR SINGLE SOURCE

Return to: Materials Management

MATERIALS MANAGEMENT Procurement

8401 W. Monroe Street, Room 150
Peoria, Arizona 85345-6560

Telephone: (623) 773-7115
Fax: (623) 773-7118

Date: October 28, 2020

From: Chanel Kirkpatrick

Subject: Westfalia Centrifuges maintenance service and parts, ongoing

Requested supplier GEA Mechanical
100 Fairway Ct

Telephone 201-784-4354
Facsimile 201-767-3901
2400-2496-533510 &
2400-2496-524007 &
2400-2496-5240133 &
2453-2573-524013-
CIPWW-NA-UT00436

Contact Northvale, NJ
Michael Richmond

Funding Source _____
Estimated Expenditure \$180,000

Statement of Need:

The department's recommendation for single source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I am aware of no conflict of interest or compromising action. Personal familiarity with particular brands, types of equipment, materials or firms has not influenced the request to single source this purchase. **Refer to the attached single source justification as prepared by our department, to the attached review of available products/services and to our completed purchase requisition.**

Signature of Requesting Division Manager

Approval of Department Director

10/29/2020

Date

11/20/2020
Date

Materials Management Comments: **ITEM IS ON COUNCIL AGENDA 11/10/2020**

Materials Management Approvals:

Christine Finney
Materials Manager

11/02/2020
Date

City Manager

Date

Single Sourcing:

All Single Source requests shall contain the following information:

1. Full explanation of the product or service required.
2. A full explanation of the existence of a single source condition which explains the rationale for noncompetitive procurement.
3. A detailed summary of efforts made to locate other potential sources, methods to locate them, and the reasons for selection or rejection of each potential source.

Examples of a single source procurement could be:

1. Immediate or past experience with a supplier which could impact price or quality.
2. Critical delivery schedule.
3. Current contractual involvement.

Please note, a single source procurement is not a vehicle to circumvent competition in the market place nor should it be used as a result of poor planning, a desire to not write specifications, or end of year budget expiration. Single source procurement should be utilized with extreme

caution to avoid problems such as failure to recognize the true market value of the product or service, motivation of the supplier to perform quality work, lack of backup supplier in the event of nonperformance, and lack of negotiation leverage. The positives should outweigh the negatives.

Please submit Purchase requisition and single source request in advance to allow sufficient time for review and negotiation of a contract.



UTILITIES DEPARTMENT

Operations *Division*

MEMORANDUM

DATE: October 28, 2020

TO: David Burks: Water Services Deputy Director
Robert Garcia: Water Services Treatment Manager

FROM: Chanel Kirkpatrick: Water Services Supervisor Butler WRF

SUBJECT: Single Source Justification for GEA Mechanical

#1: Explanation of the product or service required:

I am requesting pre-approval to purchase parts for 3 Westphalia up to \$180,000 for the 2020/2021 fiscal year.

Butler WRF has 3 Westphalia brand centrifuges for dewatering sludge. Over the last 60 days, Butler staff has identified and attempted to repair minor emergency repairs to 2 units (#1 and #3). After approximately 2 years, a certified repair person out from GEA performed recommended scheduled preventative maintenance. He identified additional repairs that are imperative to the operation of all three centrifuges and replaced a set of bearing while on site. *We also have bad gear boxes on #1 and the unit has been taken out of service until replaced. Should another centrifuge fail, Butler will not be able to meet its operational requirements.*

- We have already purchased approximately \$8000 in parts for minor repairs since July 1, 2020
- A gear box to replace the one that is OOS is approximately \$22,000
- A gear box failed in Oct with a replacement cost of \$64,000
- Bearings that need to be replaced immediately are approximately \$3500
- Recommended parts inventory can run up to \$40,000.
- Complete rebuild kit is \$61000
- None of these prices include labor of a certified repair person.
- None of these items include tax or shipping
- The current agreement in place with GEA is for preventative maintenance service only and does not cover additional parts or repairs.

These items go against multiple chartfields. I am simply balancing the need for emergency repair parts with budget availability later to purchase inventory or rebuild items in support of financial planning best practices. Due to budget constraints and other system failures, some of these items may not be purchased due to reprioritization of all plant systems, therefore it wouldn't be prudent to encumber the full amount requested until the time requires the purchase be made.

#2 Explanation of the existence of a single source condition which explains the rationale for non-competitive procurement:

Westphalia centrifuges are proprietarily engineered and parts are not generally interchangeable or standard. Westphalia ONLY authorizes GEA to both sell OEM parts and to use certified repair technicians. Bearings have been the only item thus far we have been able to secure from a contracted vendor

Many parts are not made until ordered and thus have a significant lead time, which has been made longer by current global affairs.

#3 Summary of efforts made to locate other potential sources, methods to locate them and the reason for selection or rejection:

There have been a set of standard size bearing located and purchased through Bearing Belt & Chain for a savings of approximately \$700, but that should be considered an isolated event as no other part has sourced except from GEA. Staff fabricated a bracket to replace a broken OEM part, but it was not engineered to match Westphalia specs and failed after a few weeks and had to be replaced by an OEM part.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 7C.

Date Prepared: 10/28/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Art Miller, Chief of Police
SUBJECT: Grant, Governor's Office of Highway Safety, Click it or Ticket

Purpose:

Discussion and possible action to: (a) authorize the City Manager to accept \$7,500 from the Governor's Office of Highway Safety to be used by the Peoria Police Department for safety belt and child passenger law enforcement; and (b) approve a budget amendment in the amount of \$7,500 from the Proposed Grants Contingency account to the Governor's Office of Highway Safety Grant Overtime account.

Summary:

The Peoria Police Department desires to accept funding provided by the Governor's Office of Highway Safety (GOHS) in the amount of \$7,500. GOHS has provided funding for participation in the national two-week Click it or Ticket enforcement campaign to increase seat belt usage and reduce child safety seat violations throughout the City of Peoria.

Funds will be used to support personnel services (overtime) during campaign activities that occur November 16 through November 29, 2020. Media releases emphasizing the importance of this program and specifying that funding is provided by the Governor's Office of Highway Safety will be issued.

This grant is reimbursable following the two-week campaign.

Previous Actions/Background:

City Council has previously accepted grants from the Governor's Office of Highway Safety for this campaign.

Options:

A: Accept a grant award in the amount of \$7,500 from the Governor's Office of Highway Safety to be used for safety belt and child safety seat enforcement, and approve a budget adjustment in the amount of \$7,500 from the Proposed Grants Contingency Account to the Governor's Office of Highway Safety Grant Overtime Account, thus providing expenditure authority.

B: Choose not to accept the grant from the Governor's Office of Highway Safety and forgo participation in the national Click It or Ticket campaign.

Staff Recommendation:

Accept a grant award in the amount of \$7,500 from the Governor's Office of Highway Safety to be used for safety belt and child safety seat enforcement, and approve a budget adjustment in the amount of \$7,500 from the Proposed Grants Contingency Account to the Governor's Office of Highway Safety Grant Overtime Account, thus providing expenditure authority.

Fiscal Analysis:

Process a budget adjustment of \$7,500 from the Proposed Grants Contingency account (7990-7990-570000) to the GOHS Grant Overtime Account (7515-7765-510200), thus providing expenditure authority.

ATTACHMENTS:

Grant Contract 2020-CIOT-018

Contact Name and Number:

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

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752030000405bAZL		Assistance Listings: 20.616
1. APPLICANT AGENCY Peoria Police Department	GOHS CONTRACT NUMBER 2020-CIOT-018	
ADDRESS 8351 W. Cinnabar Ave., Peoria, AZ 85345	PROGRAM AREA 405b	
2. GOVERNMENTAL UNIT City of Peoria	AGENCY CONTACT Kevin Tarrant	
ADDRESS 8401 W. Monroe Street, Peoria, AZ 85345	3. PROJECT TITLE Buckle Up Arizona Enforcement Campaign (CIOT)	
4. GUIDELINES 405b – Occupant Protection (OP)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405b funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from November 16, 2020 through November 29, 2020 to enhance seat belt and child safety seat usage throughout the City of Peoria.		
6. BUDGET COST CATEGORY	Project Period FY 2018	
I. Personnel Services	\$7,500.00	
II. Employee Related Expenses (00.00%)	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$7,500.00	
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 11-29-2020
CURRENT GRANT PERIOD	FROM: 11-16-2020	TO: 11-29-2020
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$7,500.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

According to the Arizona Motor Vehicle Crash Facts, there were 911 vehicle occupants (driver/passenger) fatalities in 2019, of which 300 (**33%**) were unrestrained. Children under the age of five accounted for 7 passenger fatalities in 2019, of which 1 (**14%**) were unrestrained.

In 2019, seat belt usage in Arizona reached **90.6%**, an increase of **4.7%** since 2018. The noted increase is attributed partly to the Arizona Governor's Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2015 through 2019 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2015	2016	2017	2018	2019
Total Front Seat Occupants Seat Belt Use	86.6%	88.0%	86.1%	85.9%	90.6%
All Drivers Seat Belt Use	87.1%	88.2%	86.1%	88.4%	92.1%
Front Seat Passenger Seat Belt Use	84.8%	87.3%	86.0%	90.8%	95.4%
Children Safety Restraint Use	N/A	N/A	N/A	N/A	N/A

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. According to the Center for Disease Control and Prevention, seat belt use reduces serious crash-related injuries and deaths by about **50%**. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by **71%** for infants (younger than 1-year-old) and by **54%** for toddlers (1 to 4 years old) in passenger cars. Properly installed booster seats reduce the risk for serious injury by **45%** among children ages 4 to 8-year-old.

Numerous factors affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt law and a primary child safety seat law
- Arizona currently came near the national average seat belt usage rate of 90.7% in 2019
- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program

Selective Traffic Enforcement Programs (STEP) is a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely-publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the **"Buckle Up Arizona... It's the Law!"** program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

OVERVIEW OF PROGRAM:

Federal 405b funding will support Personnel Services (Overtime) and Employee Related Expenses to participate in the national two-week **"Buckle Up Arizona"** enforcement campaign from **November 16, 2020 through November 29, 2020**.

The purpose of the campaign is for the Peoria Police Department to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Peoria Police Department will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign by an independent research organization to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

GOALS/OBJECTIVES:

The Peoria Police Department is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Peoria Police Department shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)
- Peoria Police Department

- The Peoria Police Department shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.
- The Peoria Police Department shall submit a Final Enforcement Summary Report to GOHS no later than **December 4, 2020**.
- The Peoria Police Department shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **December 11, 2020**.
- The Peoria Police Department shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Peoria Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Peoria Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCEDURE:

The Peoria Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for two-week Buckle Up Arizona Enforcement Campaign from November 16, 2020 through November 29, 2020

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Art Miller, Chief, Peoria Police Department, shall serve as Project Director.

Kevin Tarrant, Sergeant, Peoria Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

FINAL ENFORCEMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **December 4, 2020**, to the Governor's Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **December 11, 2020**, to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on November 29, 2020 of that or subsequent year as indicated on the Highway Safety Contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,500.00
II.	Employee Related Expenses (00.00%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS**\$7,500.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Peoria Police Department shall absorb any and all expenditures in excess of **\$7,500.00**.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to

the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations

for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: Heather Cammarata

Title: Administrative Services Manager

Telephone Number: (623) 773-7069 Fax Number: (623) 773-5029

E-mail Address: heather.cammarata@peoriaaz.gov

2. Agency's Fiscal Contact:

Name: Donna Martin

Title: Management Assistant

Telephone Number: (623) 773-7018 Fax Number: (623) 773-7015

E-mail Address: donna.martin@peoriaaz.gov

Federal Identification Number: 86-6003634

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Peoria Police Department

Warrant/Check to be mailed to:

Peoria Police Department

(Agency)

8351 W. Cinnabar Avenue

(Address)

Peoria, AZ 85345

(City, State, Zip Code)

4. DUNS Number:

809812170

(DUNS #)

8401 W. Monroe Street, Peoria, AZ 85345-6560

(Registered Address & Zip Code)

Lobbying Restrictions**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Art Miller, Chief
Peoria Police Department

***Signature of Authorized Official of
Governmental Unit:***

Jeff Tyne, City Manager
City of Peoria

(623) 773-7059

Date

Telephone

(623) 773-7114

Date

Telephone

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 8C.

Date Prepared: 10/29/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Kevin Burke, Public Works Director
SUBJECT: Intergovernmental Agreement, City of Phoenix, Reimbursement of Dial-A-Ride Vehicle Maintenance Expenses and Purchase of Two Dial-A-Ride Replacement Buses

Purpose:

Discussion and possible action to approve an Intergovernmental Agreement with the City of Phoenix, to provide federal funds in the amount of \$59,940 for reimbursement of Dial-A-Ride vehicle maintenance expenses and \$169,413 for two replacement Dial-A-Ride buses through a Federal Transit Authority grant.

Summary:

The City is eligible to receive reimbursement from the Federal Transit Administration (FTA) grant program by way of a pass through agreement with the City of Phoenix. The City of Phoenix is the regional recipient for grant funds and has received FTA grants AZ-2020-051 and AZ-2020-052 that allocates federal funds to Peoria projects. The first grant provides funding for new two Dial-a-Ride buses to replace two existing buses. The grant provides \$169,413 in federal funds for the purchase of two replacement Dial-A-Ride buses. This portion of the grant requires a 15% match of \$29,896, which is funded through an agreement with Valley Metro for regional funds for bus purchases. The two new vehicles will be requested in the FY22 budget. The federal and regional funds would reimburse the city for the full cost of the vehicle purchases.

The second grant provides a partial reimbursement of maintenance costs for Dial-A-Ride vehicles for Preventative Maintenance expenses. The City of Peoria Transit Division provides American with Disabilities Act (ADA) and paratransit service through the Dial-a-Ride program. This federal grant provides \$59,940 for reimbursement of maintenance costs and requires a 20% local match of \$14,985, which is included in the FY21 Transit budget.

Previous Actions/Background:

The last grant agreement between the City of Phoenix and the City of Peoria was approved by City Council on June 16, 2020 for federal CARES Act funds for transit expenses.

Options:

A: The Mayor and Council could approve an IGA for Grant Pass through Agreement between the City of Peoria and the City of Phoenix (Grants AZ-2020-051 and AZ-2020-052).

B: The Mayor and Council could not approve an IGA for Grant Pass through Agreement between the City of Peoria and the City of Phoenix (Grants AZ-2020-051 and AZ-2020-052).

Staff Recommendation:

Request to approve an Intergovernmental Agreement (IGA) with the City of Phoenix for Grants AZ-2020-051 and AZ-2020-052 for reimbursement of Transit vehicle maintenance expenses and the purchase of two Dial-A-Ride replacement buses.

Fiscal Analysis:

The FY21 budget includes funding for vehicle maintenance expenses. The proposed FY22 Transit budget will include a request for replacement of two Dial-A-Ride buses. The costs are funded from the Peoria Transportation Sales Tax Fund.

ATTACHMENTS:

Intergovernmental Agreement

Contact Name and Number:

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

AGREEMENT NO. _____

GRANT PASS-THRU AGREEMENT

**BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF PEORIA**

**Federal Award Identification Number (FAIN) No.
AZ-2020-052 and AZ-2020-051**

This Grant Pass-Thru Agreement (**"Agreement"**) is made and entered into this _____ day of _____, 2020 (**"Effective Date"**), by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as **"PHOENIX"**) and the City of Peoria, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter referred to as **"SUB-RECIPIENT"**). PHOENIX and SUB-RECIPIENT are sometimes referred to collectively as **"PARTIES"** and individually as a **"PARTY."**

RECITALS

- A. The City Manager of PHOENIX is authorized and empowered by the City Charter's provisions to execute contracts.
- B. PHOENIX has statutory and charter authority to provide transit services and enter into agreements with other entities within the Phoenix Urban Area for providing transit services. See A.R.S. Section 11-951, et seq.; Phoenix City Charter Chapter 2, Section 2, Subsections (c)(i) and (l).
- C. SUB-RECIPIENT has statutory authority to exercise all of the powers granted to municipal corporations and to cities by the constitution and laws of this state, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power to enter into intergovernmental agreements with other governmental entities. See A.R.S. Section 11 951, et seq.
- D. The laws of the State of Arizona authorize municipalities to: (1) engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation (see A.R.S. Section 9-511 (A)); (2) appropriate and spend public monies on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of [its] inhabitants" (see A.R.S. Section 9-500.11); and (3) be vested with all the powers set forth in Title 9 for incorporated towns, in their respective charters, and in other provisions of law (see A.R.S. Section 9-499.01).
- E. Transit activities are one of the types of activities authorized pursuant to the

aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter.

- F. Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended) makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement, and operation of mass transit systems.
- G. For the purpose of capital assistance, PHOENIX successfully applied to the Federal Transit Administration ("**FTA**") for a grant, which was awarded as FAIN No. **AZ-2020-052 and AZ-2020-051 ("**Grant**")**.
- H. SUB-RECIPIENT shall receive funds from said Grant and perform the work required as set forth in **Exhibits A-1 and A-2**, as attached to this Agreement and incorporated by reference.
- I. PHOENIX and SUB-RECIPIENT has been authorized by their respective formal authorities to enter into this Agreement.

AGREEMENT

IT IS HEREBY AGREED, by and between the PARTIES, as follows:

1. Agreement Term

The term of this Agreement begins on the Effective Date provided above and projects led by SUB-RECIPIENT must be completed and reimbursement must be requested within **30 months** of FTA's award of the Grant (*i.e.*, the FTA obligation date). Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the Grant. This Agreement will terminate after all federal and PHOENIX requirements have been met and PHOENIX has closed out the Grant.

The term of this Agreement begins on the Effective Date provided above and expires after final disposition of all vehicle/asset awarded and all of the Parties' obligations under this Agreement are fully satisfied.

2. Grant Reimbursement.

PHOENIX agrees to reimburse SUB-RECIPIENT for its federal share for the purchase of items/services shown in the "Project Description" box on **Exhibits A-1 and A-2**. SUB-RECIPIENT shall comply with all requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," which are incorporated by reference.

For any allowable and eligible indirect costs charged to the Grant, SUB-

RECIPIENT shall provide a cost allocation plan/indirect cost rate approved by the SUBRECIPIENT's cognizant federal agency, or those without an approved cost allocation plan may elect to charge a de minimis rate of 10% of modified total direct costs ("**MTDC**") in accordance with 2 CFR Part 200.414 before receiving reimbursement. Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX.

The total federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed **\$229,353**. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted.

3. Local Share.

SUB-RECIPIENT shall provide a local match. The local match is currently estimated to be: **\$44,881**. See Exhibits A-1 and A-2 for a breakdown of the local match.

SUB-RECIPIENT shall be responsible for the full amount of any price increases and applicable taxes that exceeds the awarded project amount.

4. Application for Reimbursement.

SUB-RECIPIENT shall submit its application for reimbursement of the federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Grants Section
302 N. 1st Ave., Suite 900
Phoenix, Arizona 85003

- A. The cover letter must identify PHOENIX contract number and the period for which the application is submitted.
- B. For any applicable reimbursements, SUB-RECIPIENT shall submit its application with the reimbursement request form shown in **Exhibit B**, which is attached to this Agreement and incorporated by reference.
- C. The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum, the documentation shall include the following.
 - 1. A listing of all invoiced costs with vendors and payment dates.
 - 2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment such as cancelled

checks or bank statements.

3. All vehicle purchases shall be accompanied with a "Vehicle Inventory Record" form.
4. Either an approved cost allocation plan on file with SUBRECIPIENT'S cognizant federal agency or an acknowledgement in writing that SUBRECIPIENT will use of the 10% De Minimis Rate (in accordance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards") for all allowable indirect costs that are eligible for reimbursement.
5. Such other documentation as PHOENIX or FTA may require.

5. Exhibits and Incorporation by Reference.

The following exhibits are attached to this Agreement and incorporated by reference:

Exhibit A-1	Federal Grant Pass-Thru Agreement Detail Summary
Exhibit A-2	
Exhibit B	Federal Grant Reimbursement Form
Exhibit C	Required Reports
Exhibit D	Required Federal Provisions
Exhibit E	Partial List of Applicable Laws
Exhibit F	Master Grant Agreement, Table of Contents
Exhibit G	Required Local Provisions

6. SUB-RECIPIENT Performance.

SUB-RECIPIENT shall complete the project for which the Grant's funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the Grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of Grant funds to SUB-RECIPIENT for that Grant.

7. Insurance.

SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibits A-1 and A-2 in the event of damage or complete loss.

8. Indemnification.

Each party (as “**Indemnitor**”) agrees to indemnify, defend, and hold harmless the other party (as “**Indemnatee**”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “**Claims**”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

9. Notice.

Any notice, consent, or other communication (“**Notice**”) required or permitted under this Agreement shall be in writing and either delivered in person, sent by email, deposited in the United States mail (postage prepaid, registered or certified mail, and return receipt requested), or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Cathy Colbath, Transit Manager
City of Peoria, Public Works Department
9875 N. 85th Avenue
Peoria, Arizona 85345
Telephone: (623) 773-7993
Email: cathy.colbath@peoriaaz.gov

If intended for PHOENIX:

Jesús E Sapien, Public Transit Director
City of Phoenix, Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 495-0418
Email: jesus.sapien@phoenix.gov

Notice shall be deemed received: (a) at the time it is personally served; (b) on the **day** it is sent by email; (c) on the **2nd business day** after its deposit with any commercial air courier or express service; or (d) on the **10th calendar day** after its deposit in the United States mail (postage prepaid, registered or certified mail, and return receipt requested). 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, email address, or the person to receive Notice by providing the other Party with a Notice of that change.

Notice sent by email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is *not* intended to change the effective date of the original Notice sent by email.

10. Effective Date.

The effective date is the date provided above.

The Parties have executed this Agreement on the day and year first above written.

CITY OF PHOENIX

Ed Zuercher, City Manager

By _____
Jesús E. Sapien
Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Cris Meyer, City Attorney

Julie Kriegh
Chief Assistant City Attorney _____

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON APRIL 1, 2020

CITY OF PEORIA

By _____
Cathy Carlat, Mayor of Peoria

APPROVED AS TO FORM:

Attorney for City of Peoria

APPROVED BY _____ BY FORMAL ACTION
ON _____.

ATTEST:

City Clerk for City of Peoria

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for City of Peoria

EXHIBIT A-1

FEDERAL GRANT PASS THRU AGREEMENT

FAIN NUMBER: AZ-2020-052				
CFDA NUMBER: 20.507				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: City of Peoria				
GRANT SUB- RECIPIENT'S ADDRESS: 9875 N. 85 th Avenue Peoria, AZ 85345				
GRANT SUB-RECIPIENT'S DUNS NUMBER: 002494128				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$ 74,925		
• Federal Share of TEPC:		\$ 59,940		
• Local Share/Match of TEPC:		\$ 14,985		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.7A.00	Preventative Maintenance	\$14,985	\$59,940	\$74,925

EXHIBIT A-2

FEDERAL GRANT PASS THRU AGREEMENT

FAIN NUMBER: AZ-2020-051				
CFDA NUMBER: 20.526				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: City of Peoria				
GRANT SUB- RECIPIENT'S ADDRESS: 9875 N. 85 th Avenue Peoria, AZ 85345				
GRANT SUB-RECIPIENT'S DUNS NUMBER: 002494128				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$ 199,309		
• Federal Share of TEPC:		\$ 169,413		
• Local Share/Match of TEPC:		\$ 29,896		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.12.04	Purchase bus: < 30 foot - 2 replace (dial-a-ride)	\$29,896	\$169,413	\$199,309

EXHIBIT B

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (“PTD”) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER		REQUEST NO.
	REPORTING PERIOD (Dates)		
	FROM:	TO:	
	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and have met all matching requirements. In addition, we understand that any discovery of a violation of a federal law or regulation, or any failure to follow applicable Federal directives, may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for **three years** beyond the later of vehicle/asset disposal or final close-out of the Grant with FTA.

For PTD use only

Date request received:	Approved for funds availability (signature/date)
------------------------	--

EXHIBIT C

Required Reports

REPORT	FREQUENCY	DESCRIPTION
Annual Milestone Progress Report (“MPR”)	Annual or as required by Phoenix	Program measures, fund status, vehicle/asset management, and Grant accomplishments
Single Audit Report	Annual	Copy of federally required audit (only those receiving \$750,000 or more annually in federal funding)
Title VI Program	Triennial updates upon approval	Approved Title VI Program on file with ADA Title VI Coordinator
Title VI Annual Report	Annually	Subrecipient to provide all Title VI complaints and related information annually
Lobbying Activities	As required pursuant to 31 U.S.C. 1352	Subrecipient to disclose any lobbying activities quarterly and submit Disclosure of Lobbying Activities LLL form pursuant to 31 U.S.C. 1352
SAM.gov Status	Annually	Subrecipient to maintain and provide proof of active status in the Federal System for Award Management (“ SAM ”)
Contract Change Orders above \$100,000	Quarterly	Subrecipient to provide list of any federally funded contract change orders for any amount \$100,000 or greater
Claims/Settlements	Quarterly	Subrecipient to provide list of any federally funded projects with Claims/Settlements pending or closed within the quarter

The reports and required submissions listed above may be increased, revised, reorganized, deleted, or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT D

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records, and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of **three years** after the Grant has been formally closed. The obligations of SUB-RECIPIENT under this provision survive the termination or expiration of this Agreement.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and, further, that no member or delegate to Congress, the City Council, or any employee of PHOENIX or SUB-RECIPIENT has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise ("**DBE**") Regulations of the U.S. Department of Transportation ("**USDOT**"), 49 CFR Part 26. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in PHOENIX's FTA-approved DBE Program Plan. The Transit Civil Rights Officer of PHOENIX's Public Transit Department and representative(s) of PHOENIX's Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders, or directives (**hereinafter "Laws"**) applicable to: (a) this Agreement; (b) the services provided pursuant to this Agreement; and (c) PHOENIX, as the designated recipient of FTA funding. The Laws referred to above include federal, state, and local laws, and include those items set forth in **Exhibit D**.
5. The parties acknowledge that federal funds are being used for the work, services, and operations provided under this Agreement. In that regard, PHOENIX, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration ("**FTA**") Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with PHOENIX, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions, and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from PHOENIX. The Master Grant Agreement for FY2020

and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as **Exhibit F** and are incorporated herein by this reference. The items listed in **Exhibit F** are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions, whether or not they are set forth in **Exhibit F**.

6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("**IRCA**") and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity ("**EEO**") regulations of the U.S. Department of Transportation ("**USDOT**") Urban Mass Transportation Administration ("**UMTA**") Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ **50 or more** transit-related employees and requests or receives: (a) planning assistance under Section 8 or 9 of the Urban Mass Transportation ("**UMT**") Act (or any combination thereof) in excess of **\$250,000** in the previous federal fiscal year; or (b) capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act, 23 U.S.C. 142 (a)(2), or 23 U.S.C. 103(e) (or any combination thereof) in excess of **\$1 million** in the previous federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with **50 or more** transit-related employees shall provide an EEO Program Plan.
8. Section 319 of Public Law 101-121 prohibits recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action.

By signing this agreement, SUB-RECIPIENT certifies that:

- A. SUB-RECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUB-RECIPIENT shall certify and disclose accordingly.

- B. No federally appropriated funds have been paid or will be paid, by or on behalf of SUB-RECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the: (1) award of any federal contract; (2) grant of any federal loan; (3) provision of any federal grant; (4) entrance into any cooperative agreement; and (5) extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUB-RECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **\$10,000** and not more than **\$100,000** for each such failure.

EXHIBIT E

Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (**hereinafter referred to as the “Act”**) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Non-Discrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964” (**hereinafter referred to as the “Regulations”**) and other pertinent directives to the end that—in accordance with the Act, Regulations, and other pertinent directives—no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration. SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form, in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Non-Discrimination in Federally-Assisted Programs of the Department of Transportation,” issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex, or national origin.
 3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex, or national origin.
 4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, sex, or national origin.
 5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
 6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, subcontractors, transferees, successors-in-interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations, and this assurance.
 7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations, and this assurance.
- B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (**“DOT”**), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (**hereinafter referred to as the “Regulations”**), which are incorporated herein by this reference and made a part of this Agreement.

2. With regard to the work performed by it during the Agreement, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement and leases of equipment.
3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a subcontract—including procurement of materials or leases of equipment—each potential subcontractor or supplier shall be notified by SUB-RECIPIENT of the subcontractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the non-discrimination provisions of this Agreement, PHOENIX shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to: (a) withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and (b) cancellation, termination, or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX, and shall maintain a Title VI complaint log of closed investigations for **three years**. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI. The obligations of SUB-RECIPIENT under this provision survive the termination or expiration of this Agreement.

6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any subcontract or procurement as PHOENIX or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened by litigation with a subcontractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. 1001
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5309(i) of 49 U.S.C. chapter 53
 - Section 5310 of 49 U.S.C. chapter 53, which provides—among other thing—for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.
 - Section 5323(d) of 49 U.S.C. chapter 53
 - Section 5323(f) of 49 U.S.C. chapter 53
 - Section 5326 of 49 U.S.C. chapter 53
 - Section 5329 of 49 U.S.C. chapter 53
 - Section 5332 of 49 U.S.C. chapter 53, which prohibits—among other things—discrimination on the basis of race, color, creed, national origin, sex, or age.
 - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
 - Section 5337 of 49 U.S.C. chapter 53
 - Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits—among other things—discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, which prohibits—among other things—discrimination in employment.
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, which prohibits—among other things—discrimination on the basis of disability.
- 49 CFR Part 600 et seq. regulations promulgated by FTA.
- 49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.
- 46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.
- 36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.
- 31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.
- 40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.
- 29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. That plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT F

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by the
Fixing America's Surface Transportation (FAST) Act,
the Moving Ahead for Progress in the 21st Century Act (MAP-21),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
(SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008,
or other federal laws that FTA administers.**

**FTA MA (26)
October 1, 2019**

<http://www.transit.dot.gov>

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EXHIBIT G

Required Local Provisions

1. Assignability; Successors and Assigns. This Agreement and any rights or obligations hereunder shall not be transferred or assigned, in whole or in part, by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
2. Employment and Organization Disclaimer. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
3. Entire Agreement; Modification (No Oral Modification). This Agreement and any Exhibits, Attachments, or Schedules attached hereto constitute the full and complete understanding and agreement of the parties. This Agreement supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
4. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof. This Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
5. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save, and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability, including fines, penalties, and other costs arising therefrom.
7. Inspection and Audit. The provisions of A.R.S. Section 35-214 shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.
8. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
9. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code (formerly Section 13(c) of the Federal Transit Act of 1964, 49 U.S.C. 1609) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT that were not requested by PHOENIX and result in grievances, claims, or liability.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 9C.

Date Prepared: 10/20/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Intergovernmental Agreement, Flood Control District of Maricopa County, 67th Avenue and Pinnacle Peak Road Regional Drainage Improvements

Purpose:

Discussion and possible action to approve an Intergovernmental Agreement with the Flood Control District of Maricopa County for the design, rights-of-way and land acquisition, and utility relocations for the 67th Avenue and Pinnacle Peak Regional Drainage Improvements.

Summary:

In 2016, City Council approved advancement of funding for staff to move forward with completing a storm drain study and to obtain public input on a proposed near-term drainage project. Design and construction of the priority near-term drainage improvements were completed in 2020.

The next phase of this project is the long-term regional drainage improvements. The 67th Avenue and Pinnacle Peak Road Regional Drainage Improvements project will construct a regional storm drainage system along Pinnacle Peak Road between New River and 67th Avenue and along 67th Avenue between Pinnacle Peak Road and Hatfield Road. Due to residential and commercial growth in the area, the Design Concept Report (DCR), which was previously completed in 2007, had to be updated to refine the long-term regional drainage improvements prior to moving forward with design.

The purpose of this Intergovernmental Agreement (IGA) is to identify and define the responsibilities of Flood Control District of Maricopa County (District) and the City for the project activities related to design, rights-of-way acquisition, and utility relocations. Subsequent agreements will be brought before Council for construction, construction management, as well as assure on-going maintenance and operation of the project.

Per the IGA, the District and the City are each responsible to pay 50% of the project costs. The estimated cost to conduct the design, rights-of-way acquisition, and utility relocations for the project is \$5,300,000.

A summary of the terms of the IGA are as follows:

The District will:

- Fund 50% of the project costs or an estimated \$2,650,000.
- Pay all invoices issued by the City in accordance with the terms of the IGA. The District's 5-year Capital Improvement Program budget has funding for this project starting in FY21.
- Participate in public involvement activities.

The City will:

- Fund 50% of the project costs or an estimated \$2,650,000.
- Complete the update of the DCR for the roadway, water system, and storm drain system improvements.
- Serve as the lead agency for public involvement activities, design, rights-of-way acquisition, permitting, and utility relocations.
- Upon award of a design contract, invoice the District for 50% of its share of the project cost associated with the DCR and design.
- Upon completion of the DCR and design, invoice the District for the remaining share of all remaining project costs associated with the DCR and design.

The IGA has been reviewed and approved as to form, by the City Attorney's Office.

Previous Actions/Background:

Below is a summary of previous Council Actions relating to this project.

- March 1, 2016 Approved to advance funding from FY17 to FY16 for a drainage study for the area between 67th Avenue and New River, Pinnacle Peak Road to Happy Valley Road
- January 9, 2018 Adopted resolution for land acquisition for the construction of storm drain basins
- March 5, 2019 Adopted ordinance for annexation of a segment of unincorporated PinnaclePeak Road right-of-way from 70th Avenue to 75th Avenue
- March 5, 2019 Awarded construction contract for Near-Term Drainage Improvements (Phase1)
- August 13, 2019 Adopted resolution authorizing a loan with the Water Infrastructure Financing Authority (WIFA) for the construction of drainage improvements that will impact the neighborhoods between Hatfield Road and Pinnacle Peak Road and 67th Avenue and the New River

February 4, 2020 Awarded construction contract for Near-Term Drainage Improvements (Phase2)

Options:

A: Approve the IGA with the District to partner and cost share in the preparation of the DCR, design, rights-of-way acquisition, and utility relocations for the 67th Avenue and Pinnacle Peak Road Regional Drainage Improvements project.

B: Deny approval of the IGA with the District and risk favorable consideration by the District in future drainage improvements projects, studies, floodplain determinations and other program

assistance sponsored by the District.

Staff Recommendation:

Staff recommends approval of the IGA with the Flood Control District of Maricopa County for the design, rights-of-way and land acquisition, and utility relocations for the 67th Avenue and Pinnacle Peak Road Regional Drainage Improvements project.

Fiscal Analysis:

Per the IGA, the District will contribute \$2,650,000 toward the design, rights-of-way acquisition, and utility relocations for the project. Funding for this project is available in the City's 67th Avenue and Pinnacle Peak Road Regional Drainage Improvements capital project (CIPDR-EN00651) over the span of three fiscal years, FY21, FY22, and FY23.

ATTACHMENTS:

Vicinity Map

Location Map

Intergovernmental Agreement

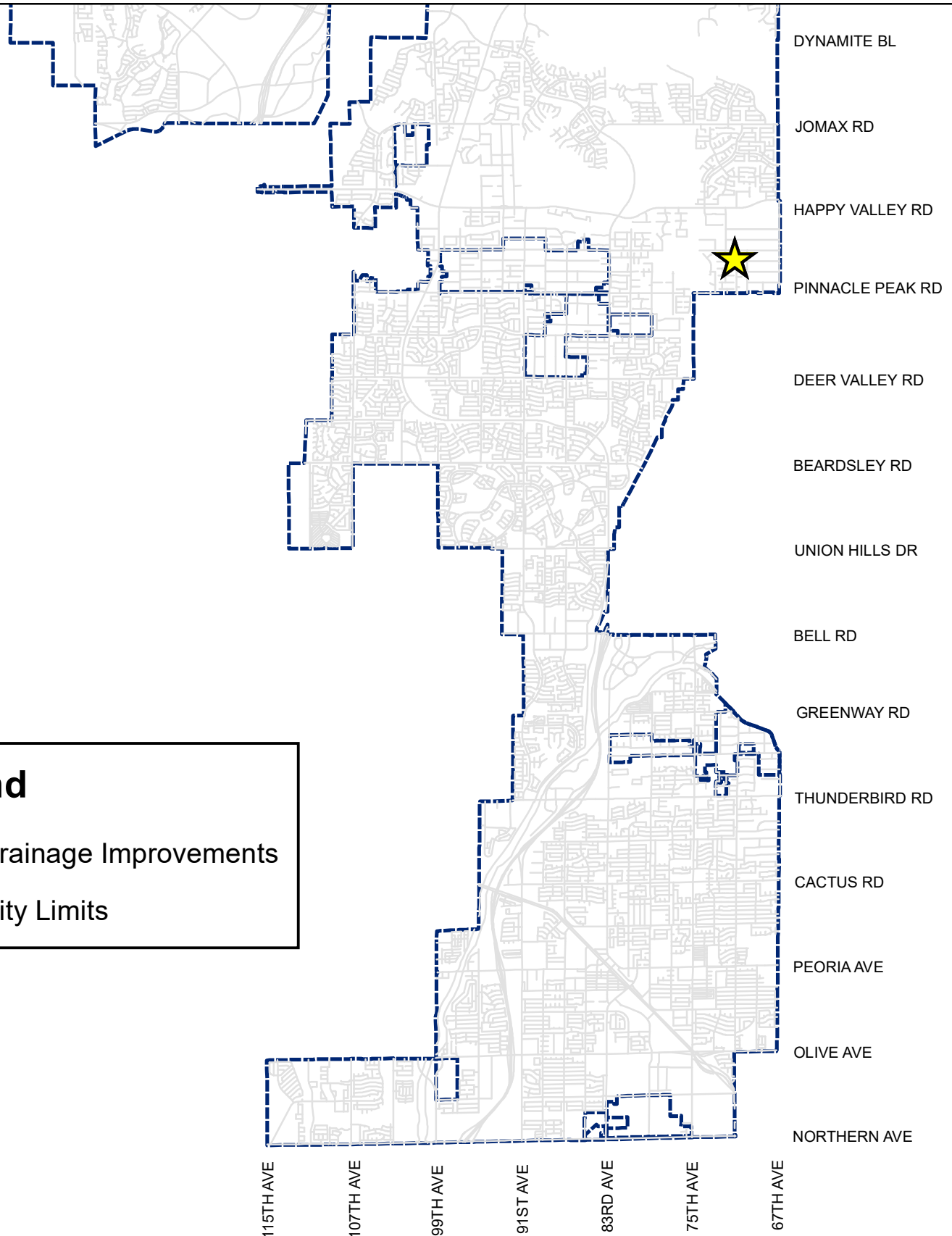
Contact Name and Number:

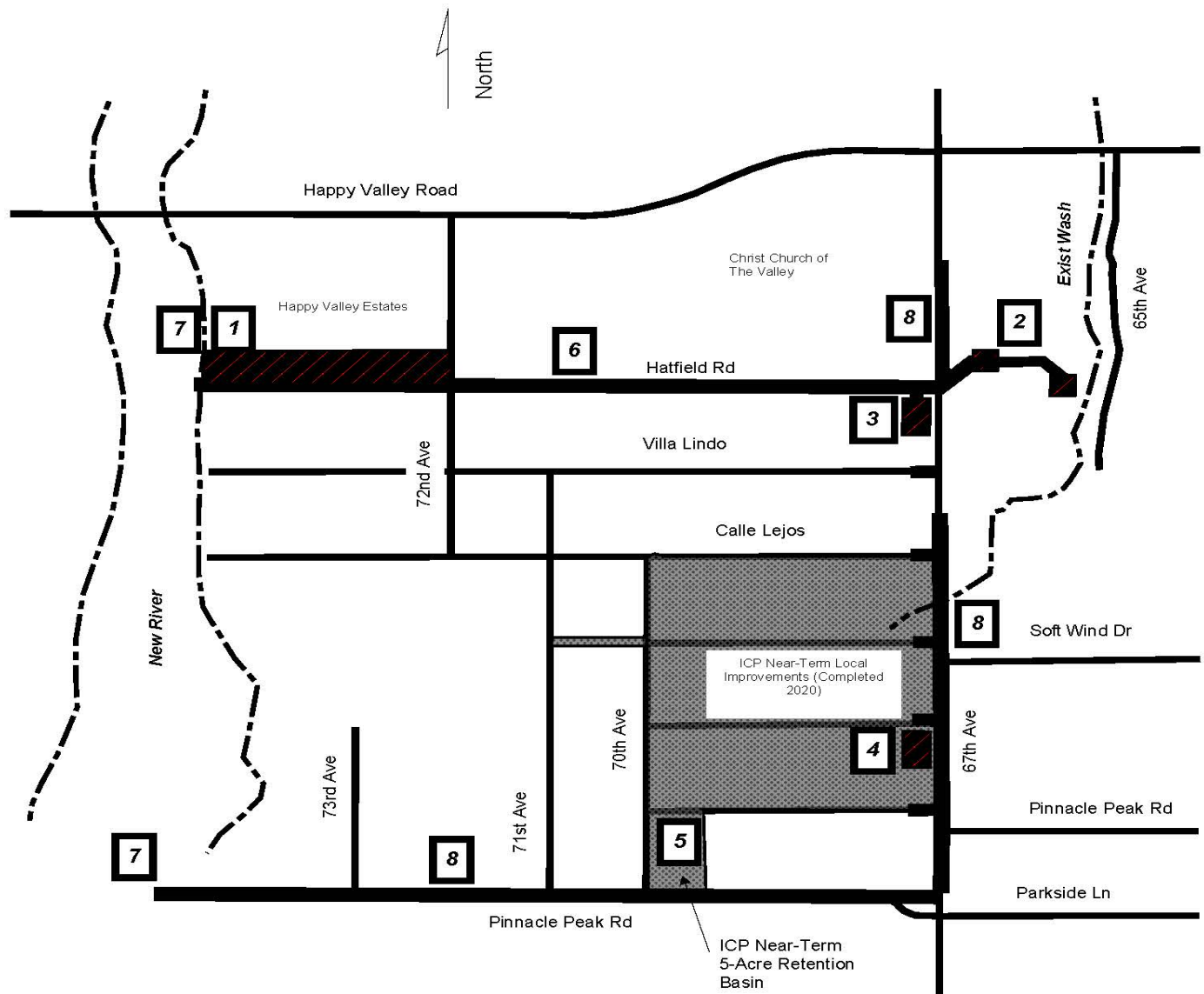
Adina C. Lund, P.E., Development and Engineering Director, (623) 773-7249



Legend

-  Drainage Improvements
-  City Limits





Key Notes (Improvements Subject To This IGA)

- 1 Capacity Improvements Exist Happy Valley Est Basin
- 2 Two New Regional Retention Basins and Diversion Weir Structure
- 3 New Regional Retention Basin (Currently Under Construction - Spring 2020)
- 4 New Regional Retention Basin (Alternate Location)
- 5 Existing Retention Basin Capacity Upgrades
- 6 New Regional CBC (8 feet x 5 feet)
- 7 New Outfall Bleed off Pipe To New River
- 8 New Local and Regional Storm Drain System in 67th Ave and Pinnacle Peak Rd

INTERGOVERNMENTAL AGREEMENT
between
THE CITY OF PEORIA
and the
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
for the
DESIGN, RIGHTS-OF-WAY ACQUISITION, AND UTILITY RELOCATIONS
of the
PINNACLE PEAK & 67TH AVENUE DRAINAGE IMPROVMENTS

IGA FCD 2020A013

Agenda Item _____

This Intergovernmental Agreement IGA FCD 2020A013 (Agreement) is entered into by and between the City of Peoria, a municipal corporation, acting by and through its City Council and City Manager, hereinafter called the CITY, and the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called the DISTRICT. The DISTRICT and the CITY may hereinafter individually be called a PROJECT PARTNER, or collectively called the PROJECT PARTNERS.

This Agreement shall become effective as of the date it has been executed by all parties.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. The CITY is empowered by A.R.S. Section 11-952(A) to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

BACKGROUND

3. The Glendale/Peoria Area Drainage Master Plan (ADMP) updated in 2002 calls for drainage and flood control improvements including constructing a channel to intercept flows and convey them to New River within the subject watershed.
4. In 2007, Peoria in cooperation with FCDMC completed a Design Concept Report (DCR) for 67th Avenue between Pinnacle Peak Rd and Happy Valley Rd.
5. In 2020, Peoria in cooperation with FCDMC completed and updated a Design Concept Report (DCR) for the roadway, water system, and drainage system improvements.
6. The Project area is bounded by Pinnacle Peak Road on the south, Happy Valley Road on the north, 67th Avenue on the east, and New River on the west. This project will construct a regional storm drainage system along Pinnacle Peak Road between New River and 67th Avenue and along 67th Avenue between

Pinnacle Peak Road and Hatfield Road (“PROJECT”). The regional storm drain improvements are anticipated to include storm drains, box culverts, drainage inlets/outlets, structures, channels, and detention/retention basin improvements. The primary goal of the PROJECT is to provide 100-year flood protection to properties in the area bounded on the north by Hatfield Road, New River to the west, Pinnacle Peak Road to the south and 67th Avenue to the east.

7. On December 5, 2001, the Board of Directors of the DISTRICT adopted Resolution FCD 2001R012 (C-69-02-058-6-00) authorizing the DISTRICT to cost-share in the PROJECT, and to negotiate Intergovernmental Agreements for the design, rights-of-way acquisition, construction, construction management, and operation and maintenance of the PROJECT.

PURPOSE OF THE AGREEMENT

8. This Agreement identifies and defines the responsibilities of the DISTRICT and the CITY, for PROJECT activities related to design, rights-of-way acquisition, and utility relocations.

TERMS OF AGREEMENT

9. The PROJECT, as referenced herein, is defined by paragraph 6 of this Agreement. The PROJECT includes the design, rights-of-way acquisition, and utility relocations of the PROJECT.
10. The PROJECT COST, as referenced herein, solely encompasses the following costs directly associated with the PROJECT and incurred after the effective date of this Agreement, unless noted otherwise below:
 - 10.1 Development of pre-design and final design.
 - 10.2 Though completed before the effective date of this Agreement, the costs for the DCR performed in 2020 as noted in paragraph 5 will be cost shared in accordance with the cost share percentages presented in this Agreement.
 - 10.3 Acquisition of fee simple estate rights-of-way and/or drainage easements required for the PROJECT. All costs associated with any additional fee simple estate rights-of-way and/or drainage easements acquired at the CITY’s request for non-flood control purposes will be borne solely by the CITY and are not components of the PROJECT COST.
 - 10.4 Relocation of conflicting utilities with prior rights, together with associated costs. Utilities in place without prior rights will be relocated at their owners’ expense.
 - 10.5 Obtaining United States Army Corps of Engineers Section 404 Permits for the PROJECT, and costs associated with the mitigation efforts required by this permit process.
 - 10.6 Each PROJECT PARTNER shall pay for, and not seek reimbursement for, its own personnel and internal administrative costs associated with this PROJECT. Including costs associated with the issue of PROJECT permits, unless specifically identified otherwise in this Agreement.
11. The CITY shall be solely responsible for any costs that are not needed for the flood control features of the PROJECT.
12. The PROJECT COST is estimated to be \$5,300,000. This amount is an estimate based on the best information available at the time of this Agreement, and is subject to change without amendment to this

Agreement. Upon recognition of anticipated costs above this estimated PROJECT COST, the PROJECT PARTNERS shall communicate these anticipated increases.

13. DISTRICT funding for the PROJECT shall be from secondary flood control tax levy revenue and is contingent upon funding availability within the DISTRICT's Capital Improvement Program.
14. CITY funding for the PROJECT shall be from the CITY's Capital Improvement Program (CIP) budget.
15. The CITY shall:
 - 15.1 Complete the update of the Design Concept Report (DCR for the roadway, water system, and storm drain system improvements.
 - 15.2 Plan and design the PROJECT to meet the recurrence interval of the 100-year flood as determined by generally applied technical data and methodology in use at the time of PROJECT design, and this level of protection is specifically approved by the Board of Directors of the Flood Control District of Maricopa County.
 - 15.3 Fund fifty percent (50%) of the PROJECT COST, making the CITY's estimated share \$2,650,000.
 - 15.4 Serve as the lead agency for PROJECT design.
 - 15.5 Upon award of a design contract for the PROJECT, and availability of DISTRICT funding, invoice the DISTRICT for fifty percent (50%) of its share of the PROJECT COST associated with the DCR and design.
 - 15.6 Upon completion of the DCR and the design for the PROJECT, and availability of DISTRICT funding, invoice the DISTRICT for its remaining share of all PROJECT COST associated with DCR and design incurred to date.
 - 15.7 Provide the DISTRICT with interim project submittals and allow three (3) weeks for review and comment. Incorporate the DISTRICT comments into the PROJECT as appropriate.
 - 15.8 Serve as the lead agency for obtaining USACE Section 404 Permit, and for completing mitigation efforts required by this permit process.
 - 15.9 Serve as the lead agency for obtaining City of Phoenix permits.
 - 15.9.1 Invoice the DISTRICT for its share of the PROJECT COST associated with the Section 404 Permit and City of Phoenix permits as it is incurred and upon availability of DISTRICT funding, no more frequently than quarterly, and no less frequently than annually.
 - 15.10 Serve as the lead agency for rights-of-way acquisition.
 - 15.10.1 Obtain fee simple estate rights-of-way and/or easements required for the PROJECT. If it is mutually agreed between the PROJECT PARTNERS that, project property is no longer needed for flood control purposes and therefore available for sale, the CITY may sell the property under the stipulation that the DISTRICT shall be paid its cost share percentage of the original acquisition cost, along with its pro-rata share of any appreciation in land value from the original acquisition price of the property for the PROJECT to the final disposition price at the time that the CITY disposes of the property.

- 15.10.2 Invoice the DISTRICT for its share of the PROJECT COST for fee simple estate right-of-way and/or easement acquisition as it is incurred and upon availability of DISTRICT funding, no more frequently than quarterly, and no less frequently than annually.
- 15.10.3 Provide all CITY owned and controlled rights-of-way necessary for the PROJECT, and not specifically purchased for this PROJECT, at no cost to the PROJECT.
- 15.11 Serve as the lead agency for PROJECT public involvement activities.
- 15.12 Be responsible for assuring the safety and appropriateness of any non-flood control uses of the PROJECT prior to offering to make or making the PROJECT available for such uses.
- 15.13 Obtain DISTRICT review and comments on the design and/or construction of any future changes or modifications to the PROJECT that may affect the hydraulic function of the PROJECT, and resolve and/or incorporate the DISTRICT's comments into these future PROJECT modifications.
- 15.14 Prior to DISTRICT's final cost share payment for the design contract(s), provide written notification to the DISTRICT that all contract obligations have been met, all project contracts closed, and all certificates of performance have been received by the CITY.
- 16. The DISTRICT shall:
 - 16.1 Fund fifty percent (50%) of the PROJECT COST, making the DISTRICT's estimated share \$2,650,000.
 - 16.2 Subject to the availability of funding, within thirty (30) calendar days of receipt, pay all invoices issued by the CITY in accordance with the terms of this Agreement. Currently the DISTRICT's 5-year Capital Improvement Program budget has funding for this PROJECT starting in FY21.
 - 16.3 Participate in PROJECT public involvement activities.
 - 16.4 Provide review comments to the CITY within three (3) weeks of receipt of the periodic PROJECT submittals during the design process.
- 17. Each PROJECT PARTNER, and the PROJECT PARTNERS collectively:
 - 17.1 Shall comply with A.R.S. Sections 41-4401 and 23-214, subsection A.
 - 17.1.1 Each party to this Agreement retains the legal right to inspect the records of the other party's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. Sections 41-4401 and 23-214, subsection A.
 - 17.1.2 Failure by either party to this Agreement to comply with A.R.S. Sections 41-4401 and 23-214, subsection A shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.
 - 17.2 Shall require that any contractor selected for the PROJECT:
 - 17.2.1 Warrant compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. section 23-214(A);

- 17.2.2 Agree that a breach of the warranty shall be deemed a material breach of this Agreement which entitles the other party to obtain appropriate relief including termination of the this Agreement;
- 17.2.3 Consent to inspection of all papers of the contractor or subcontractor employee(s) who work(s) on the PROJECT to ensure that contractor or subcontractor is complying with the warranty.
- 17.2.4 Who engages in for-profit activity and has 10 or more employees, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 17.3 Shall provide in-kind services and funds to acquire any permit(s) that a PROJECT PARTNER has the authority to issue and that is required for the PROJECT.
- 17.4 Has the right, following written agreement of all PROJECT PARTNERS, to delegate its responsibilities under this Agreement to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined herein.
- 17.5 Shall, in the event of any dispute arising pursuant to this Agreement, use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the PROJECT PARTNERS to seek any remedies provided by law.
- 17.6 Shall take reasonable and necessary actions within its authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency Clean Water Act, Arizona Pollutant Discharge Elimination System or any other applicable discharge requirements, including any permit requirements.
- 17.7 Shall equally share the cost of a PROJECT compliance and cost audit to be initiated within sixty (60) days of PROJECT completion, if requested by either PROJECT PARTNER. An independent auditing firm agreed to by the PROJECT PARTNERS will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within forty-five (45) days of acceptance by the PROJECT PARTNERS.
- 17.8 Shall comply with applicable federal, state and local privacy laws. A PROJECT PARTNER may withhold CITY or DISTRICT information from the other PROJECT PARTNER if required by such privacy laws or by CITY or DISTRICT policy or regulation. This Agreement is subject to the restrictions of A.R.S. Sections 44-1373 and 44-7601.
- 18. If acceptable to all PROJECT PARTNERS, PROJECT invoicing may be conducted periodically based on actual PROJECT COST incurred, no more frequently than quarterly, in lieu of invoicing timelines otherwise established in this Agreement.
- 19. Each party to this Agreement shall, as "Indemnitor," to the extent permissible by law, indemnify, defend and hold harmless the other PROJECT PARTNER ("Indemnitee") including agents, officers, directors, governors and employees thereof, from and against any and all loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of any act or omission of Indemnitor pursuant to this Agreement, including but not limited to, reasonable attorneys' fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the Indemnitee. Notwithstanding the above, Indemnitee shall be liable for its own negligence or wrongful acts as provided by law. In no event

shall the Indemnitor owe or be obligated to pay any amounts which the Indemnatee has not actually paid or has no actual obligation to pay. In the event any agreement to pay to resolve issues of liability is not enforceable, or any agreement or settlement results in an actual obligation lower than the full amount of liability, the Indemnitor's obligation to pay shall be limited to the amount Indemnatee has paid or would be obligated to pay in the absence of any agreement to indemnify. Should any PROJECT PARTNER offer to make the PROJECT available for any non-flood control uses, the offering PROJECT PARTNER shall, to the extent permissible by law, indemnify, defend and save harmless the DISTRICT, including agents, officers, directors, governors and employees thereof, from any and all loss or expense incurred as a result of any claim or suit without limitation related solely to the non-flood control use of the PROJECT or portions of the PROJECT. Such indemnification obligation is intended to be a specific indemnity obligation rather than the general indemnity obligations set forth in this paragraph regarding all other types of claims or suits and shall include the obligation to provide reasonable attorneys' fees, court costs, and other expenses relating to the defense of such claims or litigation related solely to the non-flood control use of the PROJECT or portions of the PROJECT. This paragraph shall survive the completion and/or termination of this Agreement.

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

Flood Control District of Maricopa County
Director
2801 West Durango Street
Phoenix, AZ 85009-6399

City of Peoria
City Manager
8401 West Monroe Street
Peoria, AZ 85345

21. This Agreement shall expire ten (10) years from the effective date. This Agreement is subject to cancellation by any party pursuant to the provisions of Arizona Revised Statutes Section 38-511.
22. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
23. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of any party, subject to any additional authorization required by the DISTRICT's Board of Directors or the CITY's City Council.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Political Subdivision of the State of Arizona

Recommended by:

Michel A. Fulton, Director

Date

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Intergovernmental Agreement IGA FCD 2020A013 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

Flood Control District General Counsel Date

CITY OF PEORIA
A Municipal Corporation,

Cathy Carlat, Mayor

By: _____
Date

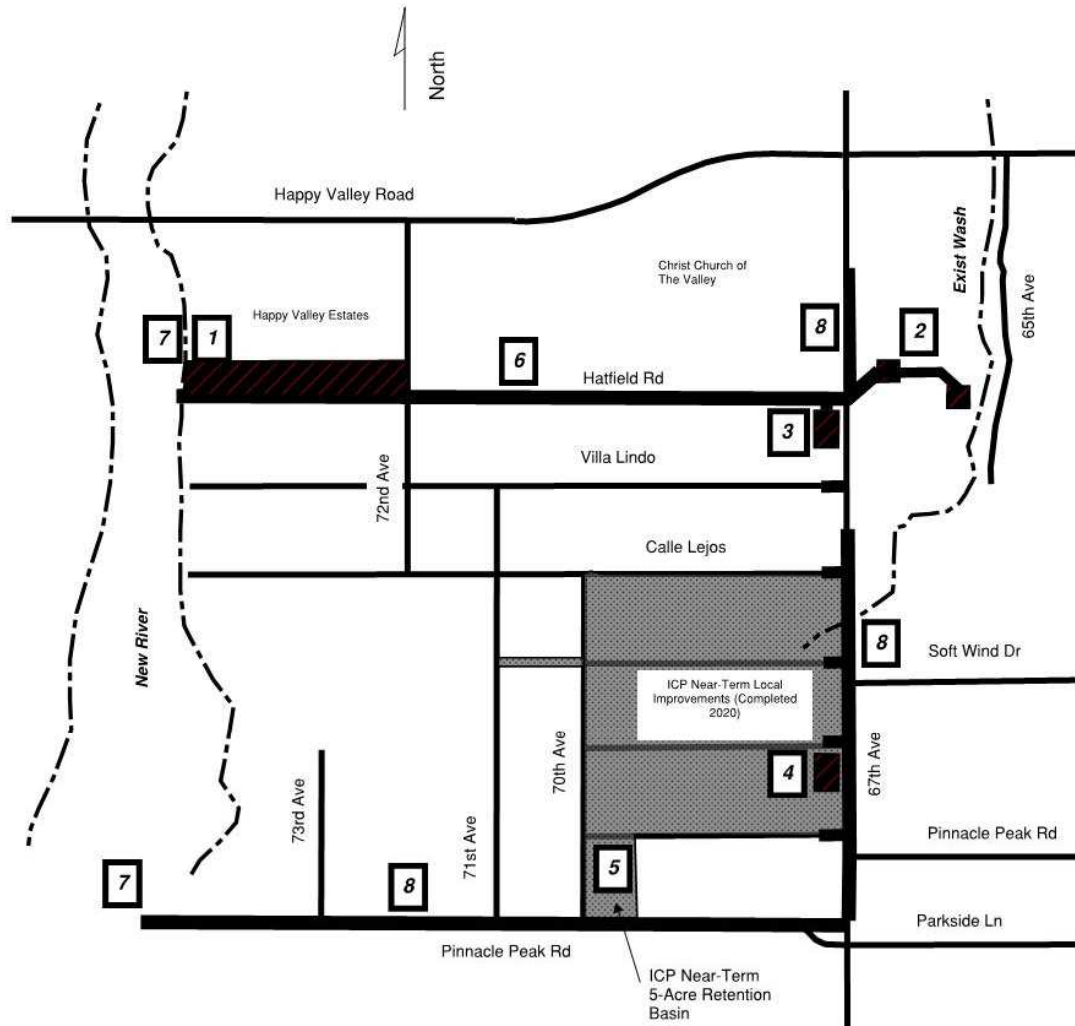
Attest:

By: _____
City Clerk Date

The foregoing Intergovernmental Agreement IGA FCD 2020A013 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Peoria under the laws of the State of Arizona.

By: _____
City Attorney Date

**IGA FCD 2020A013
EXHIBIT "A"
Project Site Map**



Key Notes (Improvements Subject To This IGA)

- 1 Capacity Improvements Exist Happy Valley Est Basin
- 2 Two New Regional Retention Basins and Diversion Weir Structure
- 3 New Regional Retention Basin (Currently Under Construction - Spring 2020)
- 4 New Regional Retention Basin (Alternate Location)
- 5 Existing Retention Basin Capacity Upgrades
- 6 New Regional CBC (8 feet x 5 feet)
- 7 New Outfall Bleed off Pipe To New River
- 8 New Local and Regional Storm Drain System in 67th Ave and Pinnacle Peak Rd

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 10C.

Date Prepared: 10/28/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Kris Dalmolin, IT Director

SUBJECT: Single Source Purchase, Environmental Systems Research Institute, Inc., 3 Year Enterprise License Agreement GIS Systems

Purpose:

Discussion and possible action to approve a single source purchase with Environmental Systems Research Institute, Inc. in the amount of \$436,590 in three (3) annual payments of \$145,530 to purchase a three (3) year Enterprise License Agreement for the City's Geographic Information Systems.

Summary:

The City's GIS systems are built on the Environmental Systems Research Institute, Inc. (Esri) software platform. This platform is used to create the geospatial layers to document and map the City's assets and other points of interest. The Enterprise License Agreement (ELA) provides the licensing and support needed to maintain the GIS systems and the ability to deliver maps and other resources to the City's websites for citizens and staff.

Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise License Agreements (ELA). The Small Municipal and County Government ELA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within our organization. Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri software.

Previous Actions/Background:

The Information Technology (IT) Department and the Materials Management Division administratively approved all previous contractual items. The City has procured ELA's through Esri twice previously, in 2014 and 2017.

Options:

A: Approve the three year ELA purchase with Environmental Systems Research Institute, Inc.

B: Deny approval of the three year ELA purchase with Environmental Systems Research Institute, Inc.

Staff Recommendation:

Staff recommends approval of a single source purchase with Environmental Systems Research Institute, Inc. (Esri) for \$436,590 in three (3) annual payments of \$145,530 to purchase a three (3) year Enterprise License Agreement (ELA) for the City's Geographic Information Systems (GIS).

Fiscal Analysis:

Payments will be made from 3300-3750-525008, the IT Software Maintenance account.

ATTACHMENTS:

Esri Single Source Request

Contact Name and Number:

Kris Dalmolin, (623) 773-7736



REQUEST FOR SINGLE SOURCE

(Limited Source Procurement)

Return to: Materials Management

Materials Management Procurement

9875 N. 85th Avenue
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Date: October 28, 2020

From Heather Wildermann, IT

Single source request for the purchase of: GIS 3-Year Enterprise License Agreement (ELA) for the City's GIS System

Requested Supplier: Environmental Systems Research Institute (Esri)

Telephone: 909-793-2853

Supplier's Address: 380 New York St
Redlands, CA 92373-8100

Facsimile: 909-3007-3049

Funding Source: 3300-3750-525008

Contact Person: Bryn Brum

Estimated Expenditure: \$436,590 over 3 years

Statement of Need: The department's recommendation for single/limited source procurement is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I am aware of no conflict of interest or compromising action. Personal familiarity with particular brands, types of equipment, materials or firms has not influenced the request to single source this purchase. ***Refer to the attached single source justification as prepared by our department, to the attached review of available products/services and to our completed purchase requisition.**

Signature of Requesting Division Manager

Date

KAC
Approval of Department Director

10/29/2020
Date

Materials Management Comments:

Materials Management Approvals:

Christine Finney
Materials Manager

10/29/2020
Date

City Manager

Date

Single Sourcing:

All Single Source requests shall contain the following information:

1. Full explanation of the product or service required.
2. A full explanation of the existence of a single or limited source condition which explains the rationale for noncompetitive procurement.
3. A detailed summary of efforts made to locate other potential sources, methods to locate them, and the reasons for selection or rejection of each potential source.

Examples of a single/limited source procurement could be:

1. Immediate or past experience with a supplier which could impact price or quality.
2. Critical delivery schedule.
3. Current contractual involvement.

Please note, a single source procurement is not a vehicle to circumvent competition in the market place nor should it be used as a result of poor planning, a desire to not write specifications, or end of year budget expiration. Single source procurement should be utilized with extreme caution to avoid problems such as failure to recognize the true market value of the product or service, motivation of the supplier to perform quality work, lack of backup supplier in the event of nonperformance, and lack of negotiation leverage. The positives should outweigh the negatives.

Please submit Purchase requisition and single/limited source request in advance to allow sufficient time for review and negotiation of a contract.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: April 29, 2020

TO: Whom It May Concern

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,



JACKIE RICKS
Contract Coordinator



Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 12/5/2019 To: 11/6/2020*

Quotation # Q-403348

Date: August 10, 2020

Customer # 260348 Contract #

City of Peoria
Information Technology Dept
8401 W Monroe St Rm 250
Peoria, AZ 85345

ATTENTION: Alan English
PHONE: 623 773 5297
EMAIL: alan.english@peoriaaz.gov

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	\$135,000.00	\$135,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 2	\$135,000.00	\$135,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 3	\$135,000.00	\$135,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
Subtotal:				\$405,000.00
Sales Tax:				\$31,590.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$436,590.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Vince Collins

Email:

vcollins@esri.com

Phone:

303-449-7779 x5869

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

COLLINSV

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-6)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
 Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) Esri CityEngine Single Use Licenses
 1,000 ArcGIS Online Viewers
 1,000 ArcGIS Online Creators
 110,000 ArcGIS Online Service Credits
 1,000 ArcGIS Enterprise Creators
 15 Insights in ArcGIS Enterprise
 15 Insights in ArcGIS Online
 200 Tracker for ArcGIS Enterprise
 200 Tracker for ArcGIS Online
 7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 7 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11C.

Date Prepared: 11/10/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy District Manager

FROM: Adina C. Adina, P.E. , Development and Engineering Director

SUBJECT: Joint Use Agreement, Flood Control District of Maricopa County, Passive Recreational Use at New River Dam, Lake Pleasant Parkway & Dixileta Drive

Purpose:

Discussion and possible action to authorize the City Manager to execute a Joint Use Agreement with the Flood Control District of Maricopa County for the recreational use of approximately 2100 acres behind the New River Dam for passive recreation and hiking-biking trails.

Summary:

In November 2018, the City of Peoria entered into a Joint Use Agreement (JUA) with the Flood Control District of Maricopa County that established the City of Peoria's permission to develop the Paloma Community Park on land once held by the Bureau of Land Management and subsequently purchased by the District for the New River Dam flood impoundment area. This agreement established the terms of development, operations and maintenance, oversight authority of the US Army Corps of Engineers, and perfected Peoria's permissions to introduce recreational amenities to an initial 450 acres of preserved natural desert.

The timing of the initial JUA was strategic to the start of construction of Paloma Community Park. Since that agreement, the City of Peoria and the District have continued discussions that have culminated in a proposed companion JUA for Passive Recreation in the remaining 2100 acres of the New River Dam impoundment area. Visitors to the new Paloma Community Park are presented with an awe-inspiring 360-degree panorama of picturesque views to the surrounding mountain ranges. This vast expanse of desert offers connectivity between Paloma Community Park and Sonoran Mountain Ranch and will enable the development of mountain trail connections to the East Wing and West Wing Mountain preserves. City staff are formalizing plans to 'adopt' the existing impoundment maintenance roads and wildcat trail networks into the City's trail network, greatly enhancing the recreational connections to and from Paloma Community Park.

The **"JUA for the Passive Recreational Use at New River Dam between the City of Peoria and the Flood Control District of Maricopa County"** is being reviewed by the relevant Peoria department stakeholders and the City Attorney's office and will be assembled by the District for

final execution and recording. The November 10th Peoria City Council meeting is the final meeting of the calendar year. Staff anticipates that the final assembled agreement and exhibits will be completed in late November, and if executed can pass to the Flood Control District for Board action in January 2021.

The key provisions of the JUA are extracted for the Mayor and Council's review:

- The JUA grants with no recurring fee payment, the right to develop, operate, and maintain a network of trails and appurtenances across multiple District owned parcels that in aggregate total over 2100 acres (reference JUA FCD A023 Exhibit 'A', New River Dam Project Area). This open-space is in addition to the 450 acres granted in the Paloma Community Park JUA;
- The JUA has an initial term of twenty-five (25) years that may be renewed for successive twenty-five year terms upon the City's request and the District Board's approval;
- The Flood Control District is providing no funding for any of Peoria's capital improvements or future operating costs. The City must pay all published District plan review, permitting, and inspection fees for any capital improvements;
- The US Army Corps of Engineers only issues Section 408 permissions to local sponsors for Corps projects. The local sponsor, the District, in partnership with Peoria, will apply for and obtain any Section 408 permissions required from the Corps. Enhancement of existing foot trails and maintenance roads, as well as mountain trail connections where the cultural surveys were previously completed are not anticipated to require a Section 408 permission;
- The safety and function of the Dam facilities must be maintained throughout the life of the Dam;
- Per an underlying BLM land use stipulation, all revenues derived from any source at the passive recreation area shall be used by Peoria exclusively for operations and maintenance of the improvements and to benefit programs and capital projects for the permitted uses within the passive recreation area;
- Both parties are responsible to enable the functions of the other (recreation and dam maintenance) with each responsible for their own maintenance and avoidance of damage to the other's infrastructure;
- Peoria will be responsible for dust and pest management in recreation areas, landscape and trail maintenance, and law enforcement within the 2500+ acres;
- Both parties will jointly develop and the City of Peoria will maintain an Emergency Evacuation Plan for the passive recreation area;
- The City of Peoria will develop and publish to the District an Operations & Maintenance Plan for the passive recreation area;
- The District retains the sole authority to take appropriate action to warn the public and, if necessary, cause the evacuation of the easement area;
- The JUA incorporates and enforces, by reference the "New River Dam Impoundment Area Development Restrictions and Guidelines for Development and Uses Within the Dam impoundment Area", a living document which was reviewed and approved by the US Army Corps of Engineers specifically for the Paloma Community Park JUA and which:
 - Memorializes the important flood level designations for the New River Dam;
 - Limits the storage of any materials or contaminants within the impoundment area, a waters of the USA flow channel and reservoir;
 - Reinforces the federal regulations and permitting requirements applicable to these and future improvements within the passive recreation area

Previous Actions/Background:

In November 2018, the City of Peoria approved a JUA with the Flood Control District of Maricopa County for the development of Paloma Community Park and related passive recreation uses on a 450 acre parcel within the New River Dam impoundment area.

Options:

A: Approve the 'JUA for the Passive Recreational Use at New River Dam ...' with the Flood Control District of Maricopa County, authorizing the City Manager to execute the final agreement once received.

B: Do not approve the JUA. Staff will seek clarification from the Council on execution alternatives.

Staff Recommendation:

Staff recommends that Council approve the 'JUA for the Passive Recreational Use at New River Dam ...'. This agreement was purposefully prepared as the companion agreement to the Paloma Community Park JUA and establishes the totality of the New River Dam impoundment area as available for public recreational use. This agreement also enables the City of Peoria Police Department to provide law enforcement within the passive recreation area. This agreement is also necessary for the City of Peoria to create formalized trail connections to Sonoran Mountain Ranch and East Wing Mountain.

Fiscal Analysis:

None

ATTACHMENTS:

Location Map

Vicinity Map

Exhibit A - JUA FCD A023

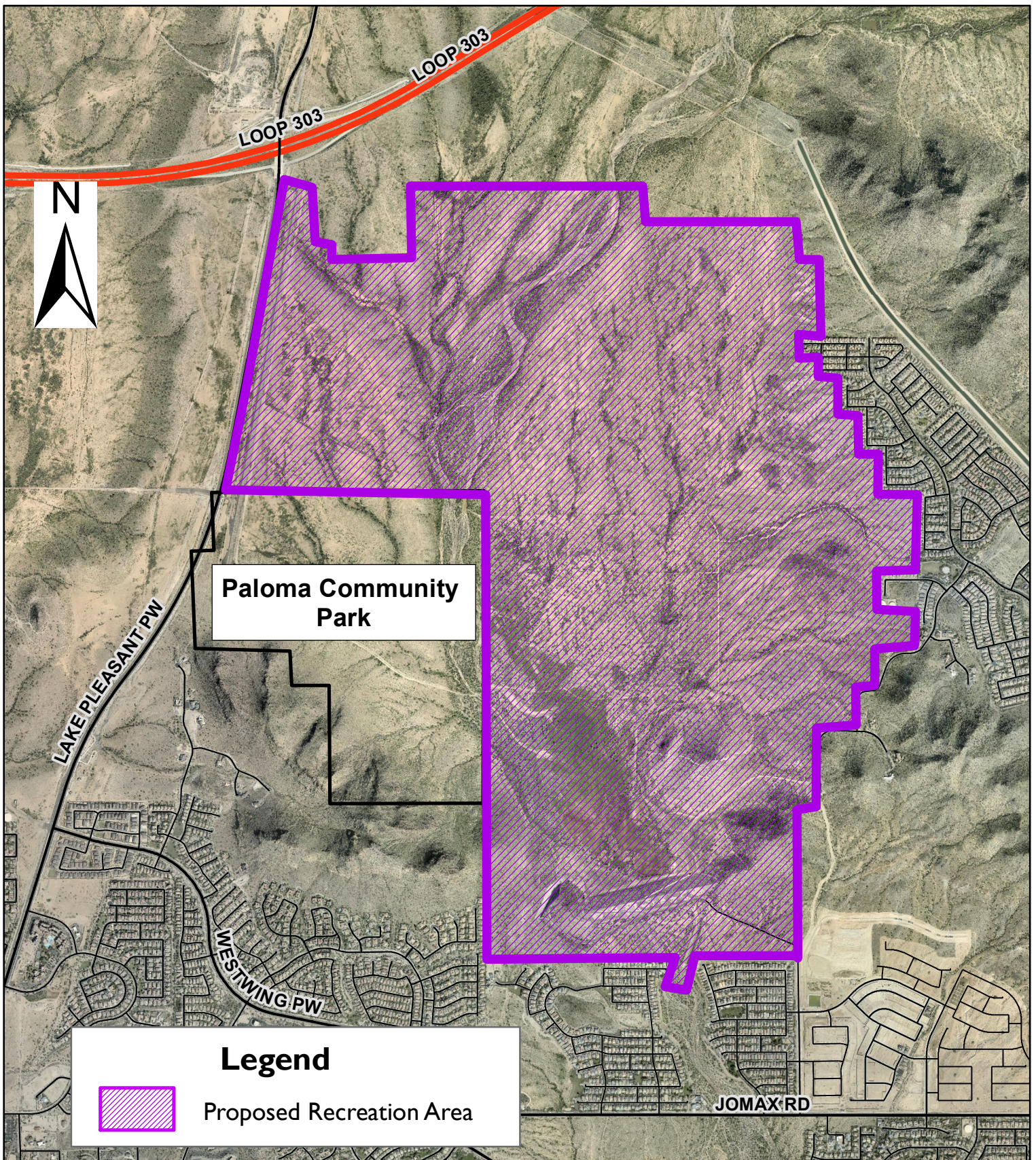
Agreement Draft - JUA FCD A023

Contact Name and Number:

Adina C. Lund, P.E., Development and Engineering Director (623) 773-7249

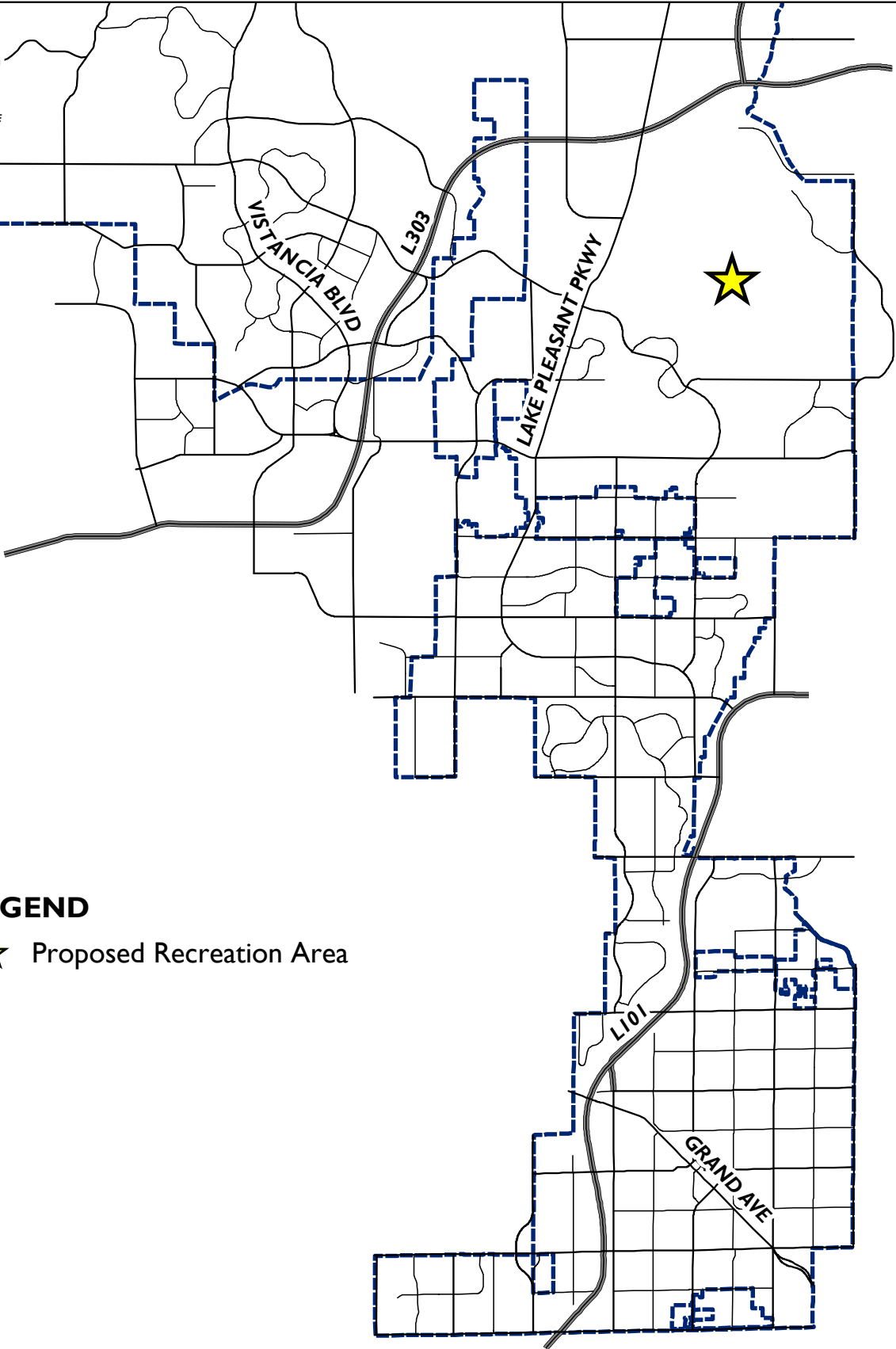


Location Map





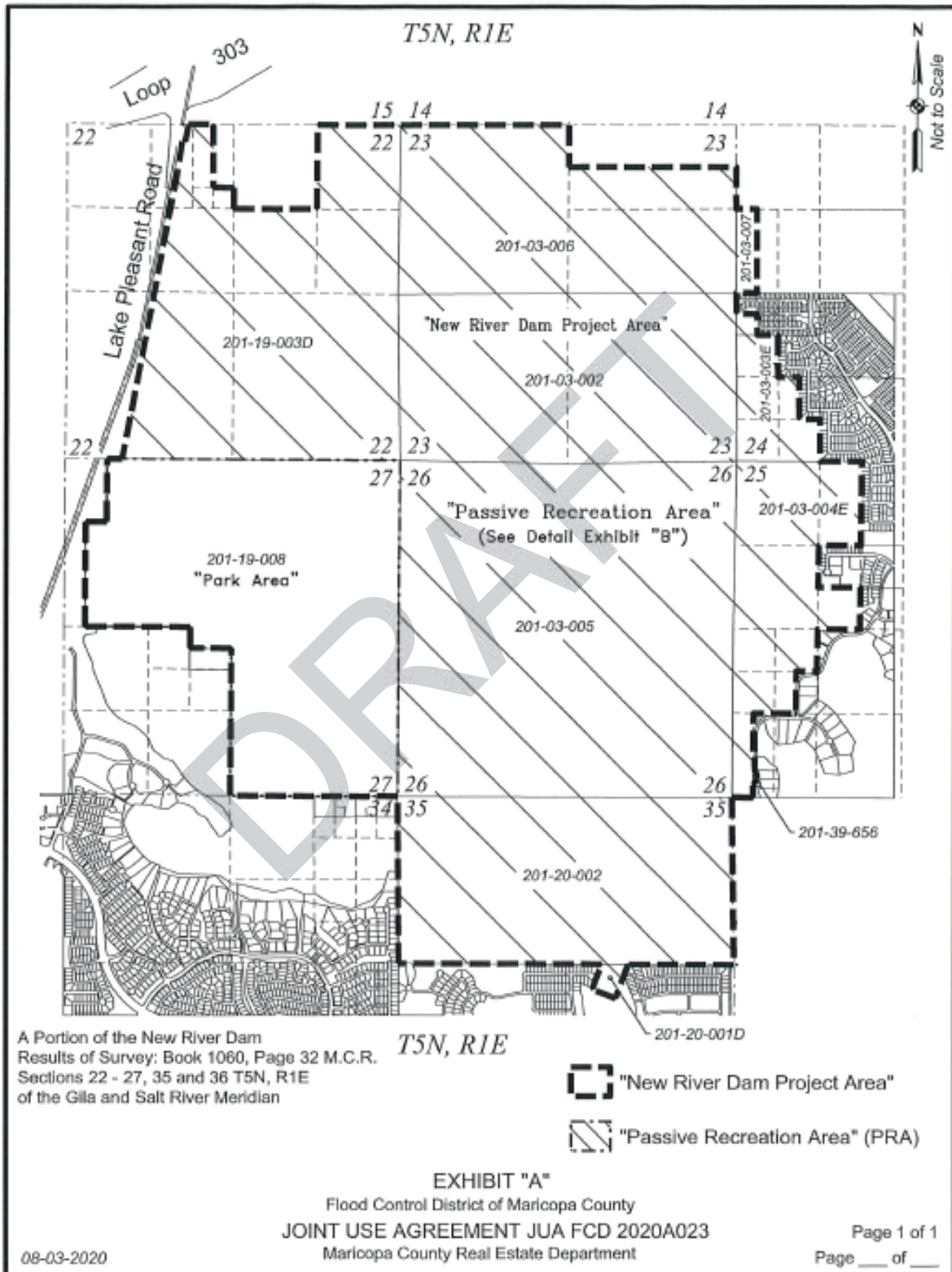
NOT TO SCALE



LEGEND

★ Proposed Recreation Area

JUA FCD A023
EXHIBIT "A"
New River Dam Project Area



When Recorded Return to:
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

JOINT USE AGREEMENT

for the

PASSIVE RECREATIONAL USE AT NEW RIVER DAM

Between

THE CITY OF PEORIA

and the

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

JUA FCD 2020A023

This Joint Use Agreement ("Agreement") is entered into between the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called DISTRICT; and the City of Peoria, Arizona, a municipal corporation, acting by and through its City Council, hereinafter called PEORIA. The DISTRICT and PEORIA may collectively be referred to herein as "Parties" or individually as a "Party". This Agreement shall become effective as of the date it has been executed by all Parties ("Effective Date").

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statute (A.R.S.) Sections 48-3603 and 11-952 to enter into this Agreement, and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. PEORIA is empowered by its Peoria City Charter Article 1, Sec. 3 (15) and by A.R.S. Section 11-951, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of PEORIA.

BACKGROUND

3. The DISTRICT and the U.S. Army Corps of Engineers ("Corps") constructed the New River Dam and associated works ("Dam") in 1985 as part of the New River and Phoenix City Streams Flood Control Project, providing enhanced flood protection for downstream Maricopa County residents.
4. The DISTRICT holds title to the lands upon which the Dam is built and adjacent project lands (Dam Project Area) by virtue of: (1) land patents granted from the United States of America, acting through its Bureau of Land Management, pursuant to the Recreation and Public Purposes Act ("R&PP") of 1926; (2) land patents from the State of Arizona; and (3) warranty deeds from private individuals and/or entities.
5. The DISTRICT manages, operates, and maintains the Dam and has developed and published New River Dam Impoundment Area Development Restrictions and Guidelines for development and uses

within the Dam impoundment area and may revise the restrictions and guidelines from time to time.

6. On December 12, 2018, the DISTRICT and PEORIA entered into a Joint Use Agreement (“JUA”), recorded in the Maricopa County’s Recorder’s Office (“MCR”) as Document Number 2018-0922924, which set forth the terms and conditions for PEORIA’S development of the Paloma Community Park (Park) on the DISTRICT parcel known as Maricopa County Assessor Parcel Number (“APN”) 201-19-008.
7. On March 23, 2016, the Board of Directors of the DISTRICT (“Board”) approved IGA FCD 2016A001 (C-69-16-030-3-00) which identifies and defines the responsibilities of the DISTRICT and PEORIA for obtaining a Corps Section 408 permission for the PROJECT in a streamlined and expedited Corps process.
8. In conjunction with the development of the Park, PEORIA has also formally requested to develop and use a portion of the Dam Project Area depicted on Exhibit “A”, attached hereto and made a part hereof, for passive recreational amenities and activities which include, but are not limited to, multi-use trails for equestrian, pedestrian, and other non-motorized uses, recreational “rest stops” with benches and shade, as well as wayfinding and/or educational signs/placards. Subject to the DISTRICT’S Right of Way Use Permit process, PEORIA intends to design a network of trails through the Dam Project Area, primarily along existing maintenance roads and trail alignments with connections between the Park and the Sonoran Mountain Ranch Park, as well as clear vegetation from the designed trail routes, blade trail routes for delineation, and dust proof the trail routes as necessary (“PROJECT”).
9. The PROJECT will be located within the limits of the Dam Project Area on the DISTRICT land described and depicted on Exhibit “B”, attached hereto and made a part hereof. Said lands shall hereinafter be referred to as the Passive Recreation Area (“PRA”).
10. The PROJECT has been studied, developed and adopted as part of the 2006 City of Peoria Parks, Trails and Open Space Master Plan and the 2014 Community Services Master Plan. All PROJECT amenities will be funded, designed, installed, operated and maintained by PEORIA, and any personal property installed along the trails by PEORIA shall continue to be owned by PEORIA. All amenities and improvements proposed by PEORIA shall be permitted through the DISTRICT’s Right of Way Use Permit process prior to the commencement of any on-ground activity by PEORIA and/or its designees.
11. Depending on the scope of the improvements, the Corps may require a Section 408 permission for PROJECT improvements per Section 14 of the Rivers and Harbors Act of 1899, 33 USC 408 (“Section 408”). The DISTRICT is the sole local sponsor with the Corps for the Dam. In accordance with the Corps rules and regulations, the Corps only issues Section 408 permissions to local sponsors for Corps projects. Therefore, the local sponsor, the DISTRICT, in partnership with PEORIA, would apply for and obtain a Section 408 permission, if/as necessary, from the Corps for PROJECT improvements.

PURPOSE

The purpose of this Agreement is to identify and define the roles, responsibilities, liabilities and rights of the DISTRICT and PEORIA for the design, permitting, installation, operation, and maintenance of passive recreational amenities and activities within the PRA and any potential future alterations/additions to, or expansion of, the PROJECT within the PRA as approved by the DISTRICT.

In consideration of the mutual representations, warranties, covenants and agreements hereinafter contained and other good and valuable consideration, the sufficiency and adequacy of which the Parties acknowledge, the DISTRICT and the PEORIA agree as follows:

AGREEMENT

12. The Parties agree the intent of this Agreement is solely for the construction, use, operation, and maintenance of the PROJECT and is not intended to convey any interests in land or any property rights.
13. The safety and function of the existing and/or future Dam facilities must be maintained throughout the life of the Dam. The PROJECT, and any future proposed PEORIA improvements, are subordinate to the flood control facilities and shall be compatible and not interfere with the function, safe operation and maintenance activities of all flood control structures.
14. The DISTRICT hereby grants PEORIA, subject to approval of a DISTRICT Right of Way Use Permit, the non-exclusive right to use the PRA, and existing DISTRICT maintenance roads within the PRA, for the following "Permitted Uses": (i) installation, operation, maintenance, repair, and removal of passive recreational amenities such as trails, landscaping/vegetation, fencing, signage, lighting, shade structures, benches, and their associated appurtenances for the use and enjoyment of the general public; and (ii) entry upon the PRA for the Permitted Uses and for security/law enforcement purposes. This right is granted "as-is" without any COUNTY representations or warranties as to the condition of the PRA.
15. Permitted Uses do not include overnight use of the PRA by the public, which requires a Special Use Permit as identified in the New River Dam Impoundment Area Development Restrictions and Guidelines. In addition, motorized vehicles of any type or nature, including but not limited to, automobiles, trucks, motorcycles, or all-terrain vehicles are expressly prohibited in the PRA, unless such use is related to maintenance or security of the PRA by PEORIA or its designees and/or law enforcement personnel or as otherwise approved through a DISTRICT Right of Way Use Permit on a case by case basis. With the exception of trail maintenance activities, PEORIA shall also be expressly prohibited from using the lands within the PRA for any other purpose not specifically related to the use of the PRA as equestrian and multi-use recreational trails.
16. APN 201-39-656, also known as DISTRICT Parcel A020-01 (NRD-017), lies within the Sonoran Mountain Ranch subdivision and is identified as "Tract B" on the "Final Plat of Sonoran Mountain Ranch Parcel 12" ("Plat"), which was recorded in the MCR as Document Number 2004-1167192. Tract B of the Plat is governed by the Sonoran Mountain Ranch Home Owner's Association (HOA) and is subject to the Declaration of Covenants, Conditions and Restrictions ("CC&R") for Sonoran Mountain Ranch, which were recorded on March 1, 2004 in the MCR as Document Number 2004-0211139. Pursuant to said Plat, Tract B is designated by the HOA as open space; maintenance of the open space with the tract is the responsibility of the HOA and the DISTRICT maintains its structure. Accordingly, permitted uses of Tract B by PEORIA under this agreement are limited to ingress/egress for the purposes of maintenance, operation, repair and security/law enforcement of the trail amenities within the remainder of the PRA, unless PEORIA receives prior express written consent from the HOA and the DISTRICT to install and operate trails or other PRA amenities on Tract B.
17. In addition to the PROJECT, PEORIA may propose future passive recreation improvements or upgrades within the PRA. Future proposed improvements and/or major repairs/upgrades to

improvements that are not included in the Right of Way Use Permit for the initial installation of the PROJECT amenities, will require separate Right of Way Use Permits from the DISTRICT. Potential improvements within the PRA for uses other than for passive recreation may be proposed by PEORIA but, if approved, will require a separate agreement, may be subject to a use fee, and will require a new Right of Way Use Permit from the DISTRICT.

18. The DISTRICT will have the authority to immediately suspend PEORIA'S operations within the PRA if the DISTRICT determines that there is an imminent risk or threat to the public, employees, or staff related to the DISTRICT's statutory responsibilities to protect the public from flooding. Such suspension shall remain in effect until the risk or threat has been resolved to the reasonable satisfaction of the DISTRICT. Such suspension will be without liability to DISTRICT for any compensation losses, including, but not limited to, lost income, wages or other compensation which may be claimed by the PEORIA, its employees, vendors, contractors, and/or subcontractors.

19. Term

- A. The term of this Agreement shall be twenty-five (25) years ("Term") commencing on the Effective Date.
- B. Renewal Term. Upon mutual agreement, the Term of this Agreement may be renewed for no more than three (3) periods of twenty-five (25) years each (each a "Renewal Term") subject to each of the following conditions:
 - 1) PEORIA shall provide written notice of a request to renew not later than one hundred and eighty (180) calendar days prior to the date the Term is scheduled to expire; and
 - 2) The renewal of this Agreement shall be approved by PEORIA and the Board.

20. Fees and Revenue

- A. As consideration for the Permitted Uses, PEORIA shall, at its sole cost and expense, administer, maintain, and operate the PRA as well as provide security for the PRA.
- B. PEORIA shall use any revenue generated from the use of the PRA to support, operate and maintain the Park's recreational and appurtenant facilities, including amenities within the PRA.

21. **Assignment.** No rights granted by this Agreement may be assigned to any other entity, nor may PEORIA enter into any sub agreement(s) for use of the PRA for the Permitted Uses, unless expressly authorized in writing by the DISTRICT. Any sub agreement approved by the DISTRICT is subject to A.R.S. Section 48-3603(I), and shall be in writing, specifically subject to this Agreement, and all parties bound by such sub agreement(s) shall specifically acknowledge the superior rights of the DISTRICT as set forth in this Agreement.

22. Termination and Cancellation

- A. This Agreement may be terminated for cause in whole or in part, at any time, by the DISTRICT, upon sixty (60) calendar days prior notice to PEORIA without any penalty or liability to DISTRICT. PEORIA hereby waives any and all rights to bring any claim against DISTRICT or its employees, agents, officers, directors, members, successors or assigns from or relating in any way to DISTRICT'S termination of this Agreement. Representative reasons for "cause" include, but are not limited to: (i) the real property, or a portion thereof, reverts to the agency from which any patent was received; (ii) the real property is no longer useful for recreational purpose; (iii) new requirements imposed upon the DISTRICT make a continuation of the Agreement unreasonable; (iv) any occurrence of default, as defined herein; and (v) insolvency.
- B. The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.
- C. This Agreement may be terminated without cause with mutual agreement of the Parties. The Party requesting the termination must submit its request, in writing, a minimum of ninety (90)

- calendar days in advance of the requested termination date. Said request for termination will be sent to the other Party in accordance with the notice provisions set forth in this Agreement.
- D. Should PEORIA, with the consent of the DISTRICT, continue to conduct the Permitted Uses on the PRA after the expiration of the Term and any Renewal Term without having entered into a subsequent Agreement of like nature and content to this Agreement, such continued use shall be deemed a holdover of the land use on a month-to-month basis, not to exceed a period of six (6) months, with all of the terms and conditions of this Agreement to continue in full force and effect. If the Parties have not entered into a new agreement by the end of the six (6) month period, the Agreement will terminate.
 - E. In the event the PRA ceases to be used for the Permitted Uses for at least ninety (90) days after PEORIA constructs the PROJECT improvements, after thirty (30) days written notice to PEORIA, the DISTRICT may terminate this Agreement and PEORIA, at its sole cost and expense, shall remove its improvements and return the property to its original condition, or a condition approved by the DISTRICT.
- 23. Maintenance Roads.** As stated above, PEORIA may use the DISTRICT maintenance roads in the PRA for the Permitted Uses; however, the primary purpose of any and all DISTRICT maintenance roads within and surrounding the PRA are for flood control purposes, and all other uses as allowed in accordance with this Agreement are secondary uses. The allowed shared use of DISTRICT maintenance roads by PEORIA in the PRA shall not interfere with the DISTRICT's use of the maintenance roads. If the DISTRICT determines that is unsafe for PRA patrons to utilize DISTRICT maintenance roads and/or trails, or portions thereof, during DISTRICT operations and maintenance activities, said maintenance roads and/trails shall be temporarily closed for the duration of said DISTRICT activities.
- 24. PEORIA Responsibilities.** PEORIA shall, at its sole cost and expense, pay and be responsible for:
- A. Design, permitting, personal property and/or utility installation/relocations, environmental and cultural clearances, blading and dust proofing trails, inspections, operation and maintenance, security and all other costs associated with the PROJECT and any future PEORIA improvements within the PRA permitted by the DISTRICT'S Right of Way Use Permit process.
 - B. Overall management, safe operation, preventative maintenance, and regulation of PEORIA's passive recreation amenities and any other PEORIA improvements within the PRA including, but not limited to, the following: (i) removal of graffiti, trash, and debris; (ii) management of weeds; (iii) dust control; (iv) maintain, repair, correct any damage to, and/or replace PROJECT flood control features (e.g. erosion protection, etc.) within the PRA which may become damaged or otherwise adversely impacted by the Permitted Uses; (v) perform debris and sediment removal from improved trails/areas as necessary and upon approval of the DISTRICT, or at the request of the DISTRICT; (vi) maintain all aesthetic, landscaping and associated irrigation features of the PROJECT within the limits of the PRA; and (vii) maintain trash racks if/as applicable. "Preventative Maintenance" means those activities that are completed to maintain an area, facility or piece of equipment in a safe, properly functioning condition that is in compliance with commercial operating standards or other standards of practice for that specific amenity and/or equipment as applicable. Notwithstanding the foregoing, the DISTRICT will continue to maintain the flood control function of the areas depicted in Exhibit "C" attached to this Agreement ("District Maintenance Areas"). The DISTRICT typically performs maintenance of the depicted areas once per year. PEORIA may access the District Maintenance Areas, as needed, for the purposes of trash cleanup and graffiti removal. PEORIA shall not perform any work or maintenance in these areas, except for trash cleanup and graffiti removal, without prior approval from the DISTRICT.

- C. All costs associated with employment and management of all personnel, including volunteers, consistent with this Agreement for the operation of the PRA and fully responsible for the proper supervision of all its employees, volunteers, contractors, subcontractors, vendors and all patrons using the PRA.
- D. Any damage to the DISTRICT'S structure(s) and/or maintenance roads caused by any use of said roads other than by the DISTRICT for maintenance purposes.
- E. Developing and periodically updating an Emergency Evacuation Plan ("EEP") for the PRA. The EEP(s) shall include 24/7 contact information and backup contact information, clearly specify the responsibilities of PEORIA to ensure that effective and timely action is taken if an emergency at the Dam occurs, and include figures showing evacuation routes. The EEP shall cover evacuation procedures and routes for both anticipated "normal" occupancy conditions and uses, as well as for special events. The DISTRICT shall be given the opportunity to review and comment on the draft EEP and any revisions thereof. Final copies of the EEP shall be provided to the DISTRICT and other agencies as necessary. PEORIA shall maintain a copy of the EEP on site. The EEP shall be reviewed annually, or more frequently if necessary, and any updates shall be provided to the DISTRICT and other pertinent agencies. Any future recreational amenities shall require a separate EEP or shall be incorporated into an existing EEP, if appropriate, before said amenities are open for public use. The completion of the EEP is a condition of the Right of Way Use Permit issued by the DISTRICT.
- F. Not allow any unsafe condition to be created or maintained within the PRA and coordinate with the DISTRICT to resolve any unsafe conditions within the PRA in a timely manner.
- G. Immediately reporting any event which results in death or serious injury to the DISTRICT Director.
- H. Ensure that all media, advertising materials and marketing associated with the PRA is family oriented.
- I. Complying with all applicable local, county, state, and federal rules, laws, codes, and/or regulations.
- J. Not opening the PRA to the public until the requirements of all permitting authorities have been met and the appropriate jurisdictional authority(ies) and the DISTRICT has provided their written consent/approval to the opening.
- K. Abiding by the DISTRICT'S New River Dam Impoundment Area Development Restrictions and Guidelines document, and any revisions thereto.
- L. Ensuring recreation trails are consistent with a published Master Hiking/Trail Plan which shall be developed by PEORIA prior to pursuing a DISTRICT Right of Way Use Permit to construct and operate said trails. Proper trail heads, delineations, public notifications and connections shall be established and maintained.
- M. Completing all applicable environmental studies or assessments, and obtaining all applicable permits, licenses as well as conducting any type of environmental mitigation that may be required within the PRA.
- N. Providing an operation and maintenance (O&M) plan for all O&M activities within the PRA for the review and approval of the DISTRICT in advance of opening to the public. The O&M plan shall identify those routine maintenance activities for which a Right of Way Use Permit is not required and those major maintenance activities/upgrades for which a Right of Way Use Permit is required.
- O. Managing vermin and other pests, including weeds, on all trails, trailheads, and other improvements within the PRA. In the event of visible evidence of pest(s) infestation, PEORIA shall restore the area to as close to its original condition as possible. PEORIA shall develop a Pest Management Plan that details a safe and environmentally sensitive control or eradication of potential pests at the PRA and include it in the O&M plan for the PRA. At a minimum, the Pest Management Plan shall include product names and solution ratios.

- P. Complying with all training (federal, state, county and local), operational and licensing requirements pertinent to and required for the application of pesticides in Arizona. The applicator of the pesticides shall hold all necessary licenses and registrations required for lawful application of pesticides, herbicide, fungicide, fertilizer and similar chemicals/substances. PEORIA shall keep safety data sheets on site for those materials and products set forth above as required by law.
- Q. Immediately provide a verbal notification to the DISTRICT should evidence of artifacts, antiquities, human remains or other items of archeological, scientific or cultural interest be discovered during construction. PEORIA, at its sole cost and expense, shall have the area inspected to determine its historical significance and required next action (e.g. salvage, test excavations, and resumption of construction as applicable). If an area has been determined to be a site of archeological significance, the removal and appropriate disposition of the artifacts, and associated costs thereof, shall be the sole responsibility of PEORIA. Construction work shall not resume until written authorization to proceed is issued by the DISTRICT.
- R. Securing all permits and plans for the protection and/or relocation of endangered, threatened, or protected species of wildlife in any area(s) of land disturbance (including potholing associated with construction or operation of the PRA, per State/Federal guidelines. Two resources that may assist PEORIA with their research to determine required permits are 1) Environmental Review from Arizona Game and Fish <https://azhgis2.esri.com/> and 2) the US Fish & Wildlife Services <http://ecos.sws.gov/ipac/>.
- S. All air quality violations/dust control issues and associated fines assessed to the DISTRICT as a result of activities by or on behalf of PEORIA and by patrons of the PRA. PEORIA shall not be responsible for dust control issues or fines associated with activities performed by the DISTRICT or unrelated to PEORIA activities or facilities.
- T. Regulating the public's use, and providing law enforcement for, the PRA. The DISTRICT hereby acknowledges that PEORIA will enforce PEORIA ordinances, rules, regulations and policies within the PRA as necessary to regulate public use. PEORIA shall work to regulate unpermitted public access through DISTRICT property adjacent to the PRA through the use of fencing, signage, enforcement, and other means as necessary to the satisfaction of the DISTRICT.
- U. Allow the DISTRICT, and its agents or successors, unrestricted access to the PRA to conduct flood control activities which include, but are not limited to, operation and maintenance, emergency activities, sediment removal, as well as inspections and repair and/or replacement of flood control features, as the DISTRICT deems necessary.
- V. Complying with and not violating any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17).
- W. Ensuring full compliance with all applicable terms and conditions of this Agreement by its agents, employees, vendors and contractors (including sub-contractors of any tier) and their respective employees. Failure or refusal of PEORIA or its agents, employees, contractors, sub-contractors or their employees to comply with these terms and conditions will be deemed a breach of this Agreement.
- X. Maintaining, in full force during the Term and any Renewal Term of this Agreement, public liability and property damage insurance covering the PRA, and PEORIA's occupancy and use thereof, as set forth below:
- 1) Public liability insurance, including bodily injury/property damage, auto liability, products and completed operations liability, liquor liability, and contractual liability, providing limits of no less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) aggregate limits, or evidence of self-insurance acceptable to the DISTRICT, for injuries or damage received or sustained by any person(s), or property, at the PRA.

- 2) Waiver of Subrogation/recovery against the DISTRICT shall be included in all policies.
 - 3) Environmental clean-up and pesticide/herbicide coverage shall be included, unless documentation is provided by PEORIA that this is not available or feasible.
 - 4) Worker's Compensation, if applicable, with limits not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
 - 5) Property insurance in an amount sufficient to rebuild the improvements and/or restore the PRA to a condition as similar as possible to its condition prior to PEORIA's occupancy in case of casualty loss.
 - 6) The DISTRICT reserves the right to revise the minimum required limits of insurance during the Term and any Renewal Term of this Agreement and will provide a minimum of thirty (30) days' advance notice of the change to PEORIA.
 - 7) The insurance requirements in this Agreement are not a cap on PEORIA's liability under this Agreement. PEORIA shall furnish to the DISTRICT a certificate evidencing the fact that such insurance has been obtained and is in full force and effect during the entire term of this Agreement, and that the DISTRICT is an additional insured thereunder, and that such insurance cannot be cancelled without thirty (30) days prior written notice to the DISTRICT. It is agreed that any insurance maintained by the DISTRICT shall apply in excess of and not contribute with the insurance provided by said policy. Failure to maintain insurance as required by the DISTRICT will constitute default of this Agreement. The DISTRICT understands that PEORIA may be self-insured and if so, will provide a Certificate of Self-Insurance to the DISTRICT.
- Y. Assuming all risk of loss and shall be responsible for any and all losses to the PROJECT and all improvements, acquired or developed by PEORIA within the PRA after the Effective Date of this Agreement. Loss may result from, but is not limited to, theft, vandalism, fire and any fire-fighting activities (including prescribed burns), floods, droughts, landslides, rising waters, winds, falling limbs or trees and acts of God.
- 1) If during the Term or Renewal Term of this Agreement, any real property under the control of PEORIA is destroyed or damaged in whole or in part by any cause, PEORIA will notify the DISTRICT immediately. PEORIA shall immediately secure the area to prevent injury, vandalism or further damage to persons, improvements and contents thereof, and immediately coordinate with its insurer to evaluate the loss and determine a course of action.
 - 2) If the destroyed or damaged buildings/improvements under the control of PEORIA are capable of restoration, in the reasonable judgment of the DISTRICT and PEORIA, this Agreement shall continue in full force and effect. PEORIA will, as soon after the damage as reasonably possible, apply for all required permits required to restore damaged improvements, and complete restorations within a date mutually agreeable to the Parties. Should such damage or destruction occur within thirty-six (36) months of this Agreement's scheduled expiration date for the Term or Renewal Term, or if the damage destroys in excess of fifty percent (50%) of the appraised value of PEORIA'S property on the date of loss (as determined by an independent appraiser), then PEORIA or the DISTRICT shall have the option to terminate this Agreement. If this Agreement is terminated pursuant to this provision, any insurance proceeds shall be applied first to remove any damaged or destroyed improvements.
- Z. Maintaining a record of financial accounting for PEORIA'S use of the PRA to demonstrate that PEORIA is in compliance with the terms of this Agreement, including the requirement that all revenue generated from the use of the PRA be used to support, operate and maintain Park's recreational and appurtenant facilities, including amenities within the PRA. The record of accounting shall be kept on file at PEORIA for the Term and any Renewal Term of this Agreement and be available for DISTRICT inspection upon request. The record of accounting shall, at a minimum, include a summary of the previous year's costs and revenue,

and net fund balance, if any. If a positive fund balance exists, PEORIA shall provide a description of future operation costs, maintenance costs, planned improvements, and/or other investments planned at Park or within the PRA for which that balance is intended to be used.

25. DISTRICT Responsibilities. The DISTRICT shall, at its sole cost and expense, pay and be responsible for:

- A. Providing PEORIA with the opportunity to review and comment on proposed revisions to the New River Dam Impoundment Area Development Restrictions and Guidelines before they are finalized and published.
- B. As part of the DISTRICT'S Right of Way Use Permit process, coordinating and obtaining a Corps Section 408 permission, if/as necessary, in the form of an official letter issued by the Corps for the PROJECT.
- C. Reviewing, and approving or disapproving, any proposed PEORIA PROJECT, or future improvement plans within the PRA, before any construction begins. The DISTRICT shall review and approve or disapprove such plans in accordance with its regular Right of Way Use Permit process.
- D. Sediment removal, structural repair and/or replacement of DISTRICT flood control features, and for periodic inspections of such features, as the DISTRICT deems necessary. The DISTRICT shall not be liable for any damages done to the PROJECT or future improvements by PEORIA as a result of these activities, unless caused by gross negligence of the DISTRICT. Grossly negligent damages shall be considered damages caused by the DISTRICT which were unintended and avoidable.
- E. Making reasonable efforts to avoid damaging PEORIA'S improved trails and roadways within the PRA if possible, unless deemed necessary.
- F. Inspecting the Dam Project Area to ensure that the Dam's flood control function has not been reduced by PEORIA's facilities and activities.
- G. Notifying PEORIA as soon as practicable if the DISTRICT intends to suspend PEORIA'S operation of the PRA due to an unsafe condition, imminent risk, or threat to the public, employees, or staff within the PRA.
- H. Removing sediment from within the Dam Project Area provided that the DISTRICT finds a hydraulic need to do so and deems it appropriate in order to maintain the flood control function of the Dam. O&M activities by the DISTRICT at the Dam will be prioritized considering all DISTRICT projects, responsibilities, and the DISTRICT'S flood control mission. The DISTRICT therefore cannot commit to removing sediment on a schedule that is determined by PEORIA'S needs for its facilities. However, PEORIA, upon prior DISTRICT approval of a sediment removal plan prepared by PEORIA, and at PEORIA'S own cost, may remove sediment from the PRA. If the DISTRICT determines that sediment must be removed from any of PEORIA'S improved areas or trails, the DISTRICT shall request that PEORIA perform such removal and negotiate an acceptable time frame for completion. If PEORIA fails to meet the DISTRICT'S request, the DISTRICT reserves the right to remove sediment from PEORIA's improved areas or trails if, in the sole and exclusive opinion of the DISTRICT, the sediment must be removed to ensure safe and proper performance of the flood control function of the property. The DISTRICT will not be responsible for damage caused by removal of sediment, including damage to any improved areas or trails, unless damaged by DISTRICT negligence. Negligent damages shall be considered damages caused by the DISTRICT which were unintended and avoidable.
- I. Maintain and monitor appropriate flood control gauges and equipment to monitor and measure floodwater levels within the impoundment area of the Dam. The DISTRICT shall work with PEORIA to establish appropriate notification thresholds for the PROJECT, so that PEORIA will receive appropriate notifications during flooding events and may take appropriate action

to warn the public and, if necessary, cause the evacuation of the PRA. These thresholds shall be included in the DISTRICT'S New River Dam Emergency Action Plan and in PEORIA'S EEP. The DISTRICT shall have the authority to require immediate implementation of applicable EEP(s) and evacuation of the public from anywhere within the PRA, with no liability on the part of the DISTRICT, based on any condition or conditions that the DISTRICT deems potentially hazardous to the public including, but not limited to, weather forecast, weather conditions, rainfall, runoff, and impoundment conditions.

- J. Continue to provide the maintenance of the District Maintenance Areas depicted on Exhibit "C" which is attached hereto and made a part hereof. These areas are intended to include the following DISTRICT flood control features at New River Dam: main embankment, inlet structure, approach channel, outlet structure, outlet channel, emergency spillway, Dike No. 1, and Dike No. 2. PEORIA shall not perform any work or maintenance in District Maintenance Areas, except for trash cleanup and graffiti removal, without prior approval from the DISTRICT. The DISTRICT will also continue to maintain existing access roads as needed for DISTRICT purposes which are not modified, improved, or utilized by PEORIA for the purposes of recreation (i.e. authorized trails) or for providing access to PEORIA'S recreation amenities.

26. Notice of Adverse Impact; Cure. If the DISTRICT reasonably determines that the hydraulic function of the Dam to capture, store and convey flood and storm water within the Dam Project Area is being adversely impacted by the Permitted Uses within the PRA ("Adverse Impact"), PEORIA shall have a period of sixty (60) days after written notice is given by the DISTRICT to correct the Adverse Impact. If PEORIA, in the sole and exclusive view of the DISTRICT, does not correct the Adverse Impact within sixty (60) days after written notice is given, the DISTRICT reserves the right to correct such condition, and PEORIA shall reimburse the DISTRICT for its total costs associated with such correction within thirty (30) days of receipt of an invoice from the DISTRICT.

27. Inundation of Water. The DISTRICT shall have the sole, absolute, and unrestricted discretion and authority, without liability to PEORIA, or any third parties for damages of any kind, to allow water to inundate the Dam Project Area, which includes the PRA, and any recreational facilities, which inundation may occur with no advanced warning; provided however, that the DISTRICT shall use good faith efforts to provide as much notice as practicable. The DISTRICT is not responsible for any damage to any improvements in the PRA caused by the impoundment or movement of water and water-borne materials, including, without limitation, damage due to erosion and/or deposition of sediment and debris. The DISTRICT shall not be responsible for loss of access and use of the PRA during periods of time when the Dam Project Area may be functioning and holding and/or conveying water.

28. DISTRICT Maintenance Stipulations

- A. Should maintenance or operation of the DISTRICT's flood control features require temporary closure of PEORIA'S recreational amenities, PEORIA shall, upon receiving notice from the DISTRICT that the recreation amenities need to be closed, cause the facilities and/or improvements to be temporarily closed. The DISTRICT shall make good faith efforts to complete its maintenance activities, structural repair and replacement of flood control features promptly and to minimize damage and interruption to PEORIA'S recreational amenities and uses. PEORIA shall be responsible for restricting public access to the affected PRA during the closure period. The DISTRICT shall give PEORIA sixty (60) days written notice for non-emergency closures. The DISTRICT shall have unrestricted emergency O&M access (without

- advance notice to PEORIA if necessary). The DISTRICT shall not be held responsible for any losses resulting from temporary closures.
- B. The DISTRICT may need to remove, or have PEORIA remove, specific improvements in order for the DISTRICT to perform maintenance, or to make structural repairs to flood control features of the Dam. The DISTRICT will not be responsible for damage caused by removal of or for replacing these improvements to perform maintenance or make structural repairs to flood control facilities unless damaged by gross negligence on the DISTRICT'S part. Grossly negligent damages shall be considered damages caused by the DISTRICT which were unintended and avoidable.
- 29. Default.** It shall be a default and breach of this Agreement if PEORIA fails to operate and maintain the PROJECT pursuant to the terms and conditions of this Agreement. The DISTRICT will notify PEORIA in writing of default and allow PEORIA one hundred twenty (120) days from receipt of the notice to correct the default and/or deficiency(ies).
- A. If, after ninety (90) days, all of the noted deficiencies are not corrected to the DISTRICT's reasonable satisfaction, the DISTRICT may, at its sole discretion, unilaterally terminate this Agreement upon written notice to PEORIA. Upon termination due to default, the improvements shall be removed by PEORIA at its sole cost and expense, and the property shall be returned to its original condition, or a condition approved by the DISTRICT. If such default is of a nature that it cannot reasonably be cured within said ninety (90) calendar days, then the cure period may be extended by mutual agreement of the Parties, in writing, for such longer time as may be reasonably necessary, so long as PEORIA commences to cure failure within said ninety (90) day period, in good faith and with due diligence, and thereafter diligently and continuously pursues the same to completion.
- B. The DISTRICT may also exercise any other remedy available at law or in equity.
- 30. Surrender.** Upon the expiration date or upon any agreed termination date for reasons other than the default of PEORIA, then PEORIA shall, at its sole cost and expense:
- A. Prepare a closure plan for PEORIA's removal of its personal property and/or recreational amenities that are not considered real property within sixty (60) days of the expiration date or termination date of this Agreement. The plan shall be reviewed and approved by the DISTRICT.
- B. Demolish and/or remove all vertical improvements on the PRA and return the property to a condition as similar as possible to the condition of the property at the time of execution of this Agreement; and
- C. Remove any personal property and/or furniture, fixtures, and equipment owned by PEORIA and/or others from the PRA; and
- D. Remove all garbage and debris, to include inoperable or obsolete equipment, from the PRA. Any property, garbage, and/or debris of PEORIA not removed within the sixty (60) day period set forth above shall be deemed to have been abandoned by PEORIA and DISTRICT may dispose of such property in any fashion it may deem desirable. PEORIA shall be responsible for paying all reasonable costs incurred by the DISTRICT, if any, to remove and dispose of abandoned items, garbage, and/or debris.
- 31. Dispute Resolution**
- A. In the case of any dispute over any items in this Agreement, the Parties agree to use their best efforts to enter into good faith negotiations to resolve the disputed matters. If the dispute cannot be resolved during good faith negotiations, the dispute shall be submitted to mandatory, binding arbitration. Notice of the dispute must be in writing and made pursuant to Section 35, and shall provide a summary of the issue of the dispute. The Parties shall confer within thirty (30) calendar days of the Parties' receipt of such notice and must, within ten (10) calendar days after

conferring, agree on a mutually acceptable arbitrator. If the Parties cannot agree, each Party shall name one (1) arbitrator, who shall together select a third arbitrator. Any decisions made shall be made by a majority of the panel of three (3) arbitrators.

- B. The Party not prevailing in the arbitration shall pay to the prevailing Party a sum which the arbitrator determines is reasonable for attorney fees and costs. If appeal is taken from the arbitration, the Party not prevailing in the appeal shall pay to the prevailing Party such sum as the court shall adjudge reasonable as attorney fees and court costs.

32. Liens. If, in connection with any materials supplied to, or any work done, or claimed to have been done by or on behalf of PEORIA, or any contractor or subcontractor of PEORIA, in connection with PEORIA's operation and maintenance obligation hereunder, any construction, mechanic's, laborer's, or materialman's lien or any lien of any nature whatsoever, shall be filed against the PRA or any part thereof, PEORIA shall promptly (and in any event within thirty (30) days following notice from the DISTRICT demanding such discharge) cause the same to be discharged of record, by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, or insured over to the satisfaction of the DISTRICT. If PEORIA fails to cause such lien to be discharged within such thirty (30) day notice period, then, in addition to any other right or remedy, the DISTRICT may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or bonding. Any amount so paid by the DISTRICT, with all costs and expenses (including but not limited to attorney's fees) incurred by the DISTRICT in connection therewith, together with interest thereon at a rate of ten percent (10 %) per annum (the "Default Rate") from the dates of the DISTRICT's making of the payment or incurring of such costs and expenses, shall be paid by PEORIA to the DISTRICT on demand. All possessory interest taxes and assessments which become due and payable upon the PRA, or other personal property thereon, shall be the full responsibility of PEORIA, and PEORIA shall cause said taxes and assessments to be paid promptly.

33. Hazardous or Regulated Substances. It is understood that no Hazardous or Regulated Substances (as those terms are hereinafter defined) are to be used, stored, generated, or disposed of on, in or about the Dam Project Area, which includes the PRA, without first obtaining the DISTRICT's written consent thereto, which consent the DISTRICT may give or withhold in its sole reasonable discretion, and then only in compliance with all applicable state, federal, or local governmental statutes, laws, permits, ordinances, codes, and regulations.

- A. For the purposes of this Agreement, the term "Regulated Substances" shall include substances defined as "regulated substances," "hazardous waste," "hazardous substances," "hazardous materials," "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended in 1986 to include Superfund Amendments and Reauthorization Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws.
- B. Management and proper disposal of all hazardous material is the responsibility of the PEORIA. Any such hazardous substances must be disposed of pursuant to and in compliance with all required laws and regulations concerning the use and disposal of such substances. PEORIA must keep appropriate and required documentation relating to the management and disposal of all hazardous material.
- C. In the event the presence of Hazardous Substances or Regulated Substances on, in or about the PRA results in contamination of the PRA and/or Dam Project Area, then PEORIA shall be solely responsible and take any and all necessary actions to return the PRA and/or Dam Project Area(s) to the condition existing prior to the presence of any such Hazardous Substance or

Regulated Substance. The Parties expressly acknowledge and agree that PEORIA's obligations hereunder shall not apply to any contamination caused by the presence of Hazardous Substances or Regulated Substances placed, used, stored, generated, or disposed of on, in or about the Dam Project Area by the DISTRICT.

34. Indemnification. PEORIA agrees to indemnify DISTRICT for any and all injuries or damages caused by or arising from any activity in the PRA, except such injury or damage caused by or arising solely from the gross negligence or willfulness of DISTRICT, its officers, employees, agents or contractors.

35. Notices. All notices, requests, demands or other communications ("Notices") required by this Agreement or otherwise given in respect of any transactions contemplated hereby, shall be in writing and served by personal delivery, by commercial courier delivered over a receipt or deposited with the United States Postal Service, certified mail, return receipt requested, with proper postage affixed, addressed and directed to the Party to receive the same as follows:

If to the DISTRICT: Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399
Attn: Director

If to PEORIA: City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345
Attn: City Manager

- A. Except as otherwise specifically stated in this Agreement, all Notices shall be effective upon delivery and shall be deemed delivered on the date and time of delivery if delivered in person, or if deposited with the U.S. Postal Service, on the third business day following the date of mailing. Any Party may designate a different person or entity or change the place to which any Notice shall be given as herein provided, which Notice shall be effective after the same is actually received by the other Party.
- B. Each Party shall send written notification to the other of any address changes over the life of the Agreement.

36. Stormwater Management. Each Party to this Agreement shall take reasonable and necessary actions within their authority to ensure that only storm water is discharged into the Dam Project Area, and that such discharges comply at the point of discharge with any applicable requirements of the Clean Water Act, Arizona Pollutant Discharge Elimination System, or any other applicable discharge requirements, including any permit requirements.

37. Non-exclusive Use. In the event that other entities express an interest to the DISTRICT in utilizing the PRA, or portions thereof, for compatible uses, PEORIA agrees to accommodate these additional uses to the degree practical.

38. Prior Rights. Prior rights and easements conveyed by the DISTRICT to other parties in previous Agreements shall supersede the terms of this Agreement, unless otherwise agreed in writing.

39. General Provisions

- A. This Agreement is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or partnership or formal business organization of any kind between the

DISTRICT and PEORIA and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

- B. The waiver by either Party of any breach of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of said covenants, conditions or provisions of this Agreement. Any failure on the part of either Party to require or exact full and complete compliance with any of the covenants, conditions or provisions of the Agreement shall not be construed to, in any manner, change the terms hereof or preclude such Party from enforcing the full provisions of this Agreement.
- C. The paragraph or section headings used in this Agreement are for the purpose of convenience of reference only. They will not be construed in any manner, or to any extent, to limit or to extend the effect or meaning of the terms and provisions contained thereunder.
- D. The Parties intend for this Agreement to comply with applicable laws. If any provision of this Agreement is determined to be invalid, void, or illegal, then such determination shall not affect, impair, or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect and the Parties shall use their commercially reasonable efforts to restate the invalid provision to the end that it complies with applicable laws.
- E. The Parties agree to act in good faith and with fair dealing with one another in the execution, performance and implementation of the terms and provisions of this Agreement. Whenever the consent, approval or other action of a Party is required under any provision of this Agreement, such consent, approval or other action shall not be unreasonably withheld, delayed or conditioned by a Party unless the provision in question expressly authorizes such Party to withhold or deny consent or approval or decline to take action in accordance with a different standard, in which case the consent or approval or the decision to not take action may be withheld, delayed or conditioned in accordance with the different standard.
- F. Each of the Parties hereto shall execute and provide all additional documents and other assurances that are reasonably necessary to carry out and give effect to the intent of the Parties reflected in this Agreement.
- G. This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed, interpreted and regulated by, the laws of the State of Arizona, and arbitration proceedings, if applicable, or suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in the Superior Court of the State of Arizona, Maricopa County, and for this purpose each Party hereby expressly and irrevocably consents to the jurisdiction of said Court.
- H. If suit or action is commenced to enforce compliance with any term, covenant or condition of this Agreement, the Party not prevailing shall pay to the prevailing party a sum which the trial judge determines is reasonable as attorney fees to be allowed in the suit or action, and court costs, and if appeal is taken from any judgment or decree in the suit or action, the Party not prevailing on the appeal shall pay to the prevailing Party such further sum as the appellate court shall adjudge reasonable as attorney fees on appeal, and court costs.
- I. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed, electronically transmitted and copied signatures are acceptable as original signatures.
- J. Time is of the essence in this Agreement. If the date for performance of any obligation hereunder or the last day of any time period provided herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday.
- K. Attached to this Agreement or contained herein, are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.

- L. If legislation is enacted after the effective date of this Agreement, which changes the relationship, or structure of one or more parties to this Agreement, the Parties agree that this Agreement shall be renegotiated at the written request of either Party.
- M. This Agreement, together with any amendments attached hereto, constitutes the entire Agreement between the Parties and sets forth all of the covenants, promises, agreements, conditions or understandings, either oral or written, between PEORIA and the DISTRICT, other than as set forth herein, and those agreements that are executed contemporaneously herewith. This Agreement cannot be modified or changed except by a written instrument executed by the DISTRICT and PEORIA.

40. Director Authorization. The DISTRICT Director is authorized to conduct required administrative actions as may be necessary to carry out the intent of this Agreement.

*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES.*

DRAFT

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Political Subdivision of the State of Arizona

Recommended by:

Michael A. Fulton Date
Director

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Agreement FCD 2020A023 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel who has determined that it is within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

Flood Control District Counsel Date

CITY OF PEORIA
A Municipal Corporation

By: _____
Jeff Tyne, City Manager Date

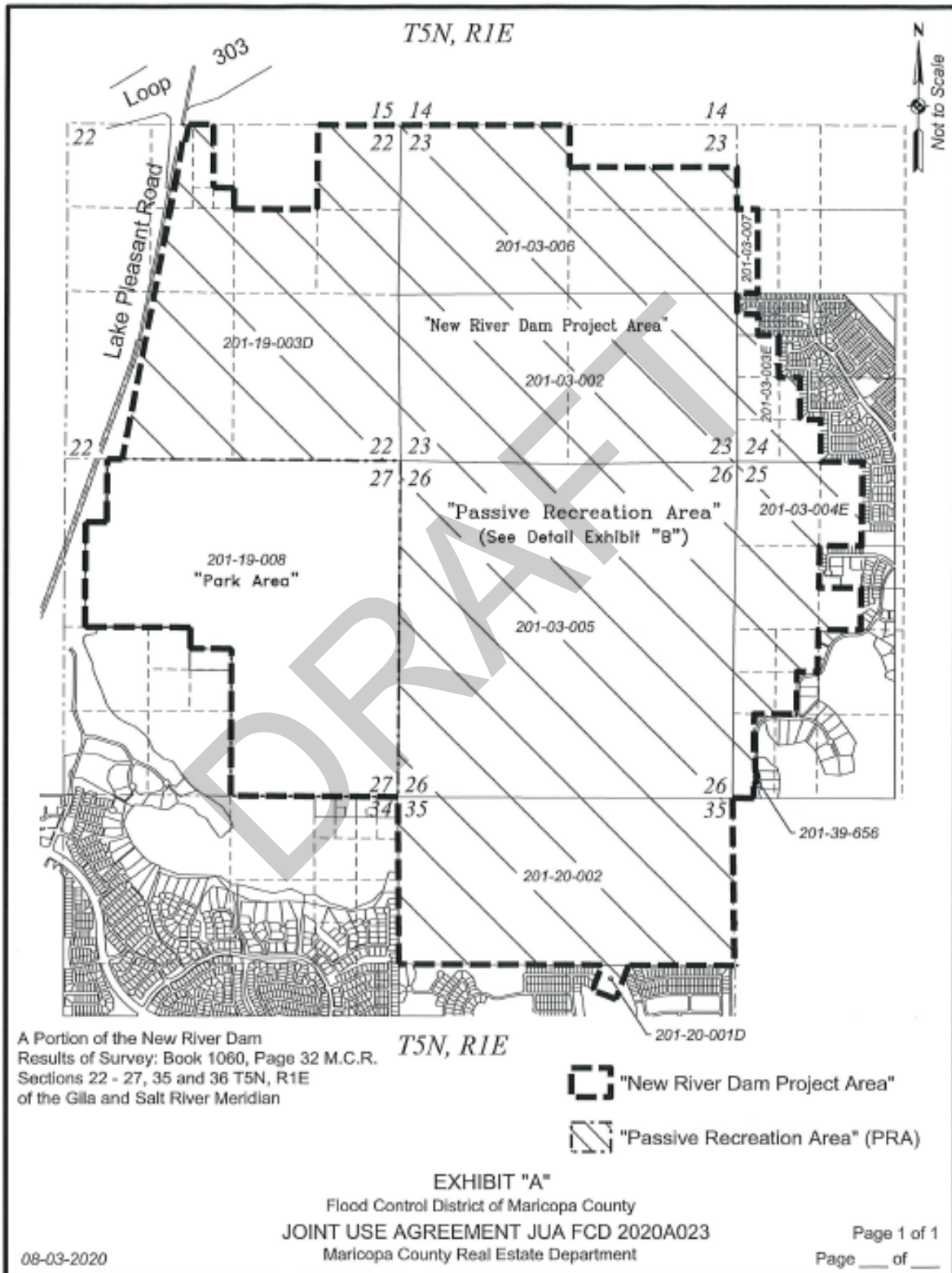
Attest:

By: _____
City Clerk Date

The foregoing Agreement FCD 2020A023 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Peoria under the laws of the State of Arizona.

By: _____
City Attorney Date

JUA FCD A023
EXHIBIT "A"
New River Dam Project Area



JUA FCD 2020A023
EXHIBIT “B”
Legal Description of the Passive Recreation Area
(Page 1)

Those portions of Sections 22 through 26 and Sections 35-36 of Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County Arizona, comprised of lands owned by the Flood Control District of Maricopa County which are: (1) described in the list below; (2) more particularly described in the written legal description of the PRA set forth on the next page of this Exhibit B (contains four pages); and (3) depicted on the map pages 1 through 5 that follow the written legal description in this Exhibit B:

<u>Existing APN as of 06/30/2020</u>	<u>DISTRICT Parcel Number</u>	<u>Section</u>	<u>MCR Document Number</u>	<u>MCR Recording Date</u>
<u>201-19-003D</u>	<u>NRD-001</u>	<u>22</u>	1984-0412891	09-20-1984
<u>201-03-006</u>	<u>NRD-002</u>	<u>23</u>	1995-0233787	04-26-1995
<u>201-03-002</u>	<u>NRD-003</u>	<u>24</u>	1979-0039474	02-01-1979
<u>201-03-007</u>	<u>NRD-004</u>	<u>24</u>	1995-0233787	04-26-1995
<u>201-03-003E</u>	<u>NRD-005</u>	<u>24</u>	1979-0039474	02-01-1979
<u>201-03-005</u>	<u>NRD-007</u>	<u>26</u>	1979-0039474	02-01-1979
<u>201-03-004E</u>	<u>NRD-008</u>	<u>25</u>	1979-0039474	02-01-1979
<u>201-20-002</u>	<u>NRD-011</u>	<u>35</u>	1979-0039474	02-01-1979
<u>201-20-001D</u>	<u>NRD-013</u>	<u>35</u>	1983-0377912	09-20-1983
<u>201-39-656</u>	<u>A020-01</u>	<u>25</u>	2004-0798171	07-13-2004

JUA FCD 2020A023

EXHIBIT “B”

Legal Description and Depiction of the Passive Recreation Area

See next page for continuation of Exhibit B (nine (9) additional pages)

DRAFT

EXHIBIT "B"
Joint Use Agreement (JUA)
FCD 2020A023

LEGAL DESCRIPTION "PASSIVE RECREATION AREA"

Parcels of land per documents 1995-0003452, 1983-0377912, 1995-0233787, 1979-0039474, 1995-0233787, 1984-0412891, 2004-0798171, and 2017-0760189, Records of Maricopa County, being all of or portions of Sections 22, 23, 24, 25, 26, 27, 35 and 36, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 22, being a brass cap, from which the West Quarter corner of said Section 22, a brass cap, bears North 00°23'56" East, for a distance of 2639.95 feet;

thence along the South line of said Section 22 South 89°42'12" East, for a distance of 538.44 feet to the **Point of Beginning**;

thence departing said South line North 19°40'06" East, for a distance of 333.39 feet;

thence North 19°47'43" East, for a distance of 1208.68 feet to the beginning of a tangent curve concave to the west having a radius of 2897.79 feet;

thence northerly along the arc of said curve having a central angle of 08°36'09", for an arc distance of 435.08 feet to the beginning of a tangent line;

thence North 11°11'34" East, for a distance of 3459.04 feet;

thence South 89°28'54" East, for a distance of 483.88 feet;

thence South 00°05'59" West, for a distance of 990.50 feet;

thence South 89°26'35" East, for a distance of 330.46 feet;

thence South 00°07'22" West, for a distance of 330.24 feet;

thence South 89°39'18" East, for a distance of 1312.08 feet;

thence North 00°29'53" East, for a distance of 1327.25 feet;

thence South 89°55'41" East, for a distance of 1320.76 feet;

thence North 89°57'49" East, for a distance of 2647.44 feet;

thence South 00°07'03" West, for a distance of 663.27 feet;

thence North 89°53'22" East, for a distance of 2650.47 feet;

thence South 00°08'41" East, for a distance of 659.84 feet;

thence South 89°39'55" East, for a distance of 331.49 feet;

thence South 00°08'19" East, for a distance of 1320.26 feet;

thence North 89°34'00" West, for a distance of 331.35 feet;

thence South 00°23'46" East, for a distance of 330.97 feet;

thence South 89°35'36" East, for a distance of 331.13 feet;

thence South 00°21'31" East, for a distance of 330.82 feet;

thence South 89°37'12" East, for a distance of 330.91 feet;

thence South 00°19'16" East, for a distance of 661.32 feet;

thence South 89°40'25" East, for a distance of 330.47 feet;

thence South 00°17'00" East, for a distance of 661.00 feet;

thence South 89°43'38" East, for a distance of 330.04 feet;

thence South 00°14'45" East, for a distance of 660.69 feet;

thence South 89°46'52" East, for a distance of 659.20 feet;

thence South 00°37'25" West, for a distance of 1325.12 feet;

thence North 89°44'40" West, for a distance of 663.42 feet;
 thence South 00°48'23" West, for a distance of 662.36 feet;
 thence South 89°43'34" East, for a distance of 665.54 feet;
 thence South 00°37'25" West, for a distance of 662.56 feet;
 thence North 89°42'29" West, for a distance of 667.65 feet;
 thence South 00°25'22" West, for a distance of 664.10 feet;
 thence North 89°42'54" West, for a distance of 333.77 feet;
 thence South 00°25'06" West, for a distance of 664.14 feet;
 thence North 89°43'20" West, for a distance of 667.44 feet;
 thence South 00°24'33" West, for a distance of 682.60 feet;
 thence South 89°35'27" East, for a distance of 20.00 feet;
 thence South 00°24'33" West, for a distance of 175.98 feet to the beginning of a tangent curve concave to the east having a radius of 132.00 feet;
 thence southerly along the arc of said curve having a central angle of 35°04'53", for an arc distance of 80.82 feet to the beginning of a reverse curve concave to the west having a radius of 100.00 feet;
 thence southerly along the arc of said curve having a central angle of 41°57'27", for an arc distance of 73.23 feet to the beginning of a tangent line;
 thence South 07°17'07" West, for a distance of 29.70 feet to the beginning of a tangent curve concave to the northwest having a radius of 34.42 feet;
 thence southwesterly along the arc of said curve having a central angle of 49°51'42", for an arc distance of 29.95 feet to the beginning of a reverse curve concave to the east having a radius of 50.00 feet;
 thence southerly along the arc of said curve having a central angle of 108°33'14", for an arc distance of 94.73 feet to a point of cusp with a non-tangent line;
 thence North 89°35'27" West, for a distance of 39.09 feet;
 thence South 00°24'33" West, for a distance of 189.29 feet;
 thence North 89°44'10" West, for a distance of 333.61 feet;
 thence South 00°46'16" East, for a distance of 1971.88 feet;
 thence South 89°56'16" East, for a distance of 40.00 feet;
 thence South 00°46'16" East, for a distance of 663.64 feet;
 thence South 00°46'06" East, for a distance of 2636.71 feet;
 thence North 89°56'16" West, for a distance of 40.00 feet;
 thence North 00°46'06" West, for a distance of 2636.13 feet;
 thence North 89°46'48" West, for a distance of 1668.32 feet;
 thence South 20°50'41" West, for a distance of 572.29 feet;
 thence North 69°09'19" West, for a distance of 400.00 feet;
 thence North 20°50'41" East, for a distance of 421.74 feet;
 thence North 89°46'48" West, for a distance of 3207.85 feet;
 thence North 00°19'26" West, for a distance of 2631.99 feet;
 thence North 89°33'46" West, for a distance of 2639.94 feet;
 thence North 00°15'00" East, for a distance of 2311.46 feet;
 thence North 89°40'10" West, for a distance of 662.73 feet;
 thence North 00°10'56" East, for a distance of 330.05 feet;
 thence North 89°40'59" West, for a distance of 1657.80 feet;
 thence North 00°16'43" East, for a distance of 1653.46 feet;
 thence South 89°41'45" East, for a distance of 331.44 feet;

thence North 00°16'28" East, for a distance of 992.12 feet;
thence North 89°42'12" West, for a distance of 124.30 feet to the **Point of Beginning**.

The above described parcel contains 117,089,508 square feet or 2688.0 acres, more or less.

EXCEPT the parcels per documents 1995-0003452, 2012-0045670, and 2017-0760189, Records of Maricopa County, more particularly described as follows:

Exception 1:

A parcel of land in Section 22, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 22, being a brass cap, from which the West Quarter corner of said Section 22, a brass cap, bears North 00°23'56" East, for a distance of 2639.95 feet;

thence along the South line of said Section 22 South 89°42'12" East, for a distance of 538.44 feet to the **Point of Beginning**;

thence departing said South line North 19°40'06" East, for a distance of 333.39 feet;
thence North 19°47'43" East, for a distance of 1208.68 feet to the beginning of a tangent curve concave to the west having a radius of 2897.79 feet;
thence northerly along the arc of said curve having a central angle of 08°36'09", for an arc distance of 435.08 feet to the beginning of a tangent line;
thence North 11°11'34" East, for a distance of 3459.04 feet;
thence South 89°28'54" East, for a distance of 83.45 feet;
thence South 11°11'09" West, for a distance of 278.15 feet;
thence North 83°52'56" West, for a distance of 52.47 feet radial to the next described curve concave to the west having a radius of 5819.58 feet to a point on the arc of said curve;
thence southerly along the arc of said curve having a central angle of 04°38'16", for an arc distance of 471.06 feet to the beginning of a tangent line;
thence South 10°45'20" West, for a distance of 3938.25 feet;
thence South 10°50'39" West, for a distance of 674.26 feet;
thence North 89°42'12" West, for a distance of 355.51 feet to the **Point of Beginning**.

The above described parcel contains 590,116 square feet or 13.5472 acres, more or less.

Exception 2:

A parcel of land in Section 27, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 22, being a brass cap, from which the West Quarter corner of said Section 22, a brass cap, bears North 00°23'56" East, for a distance of 2639.95 feet;

thence along the South line of said Section 22 South 89°42'12" East, for a distance of 662.74 feet to the **Point of Beginning**;

thence South 89°42'12" East, for a distance of 1988.23 feet;
thence South 89°42'17" East, for a distance of 2651.06 feet;
thence South 00°22'10" West, for a distance of 2647.36 feet;

thence South 00°22'17" West, for a distance of 2647.21 feet;
 thence North 89°33'46" West, for a distance of 2639.94 feet;
 thence North 00°15'00" East, for a distance of 2311.46 feet;
 thence North 89°40'10" West, for a distance of 662.73 feet;
 thence North 00°10'56" East, for a distance of 330.05 feet;
 thence North 89°40'59" West, for a distance of 1657.80 feet;
 thence North 00°16'43" East, for a distance of 1653.46 feet;
 thence South 89°41'45" East, for a distance of 331.44 feet;
 thence North 00°16'28" East, for a distance of 992.12 feet to the **Point of Beginning**.

The above described parcel contains 20,027,559 square feet or 459.7695 acres, more or less.

Exception 3:

A parcel of land in Section 36, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, and being more particularly described as follows:

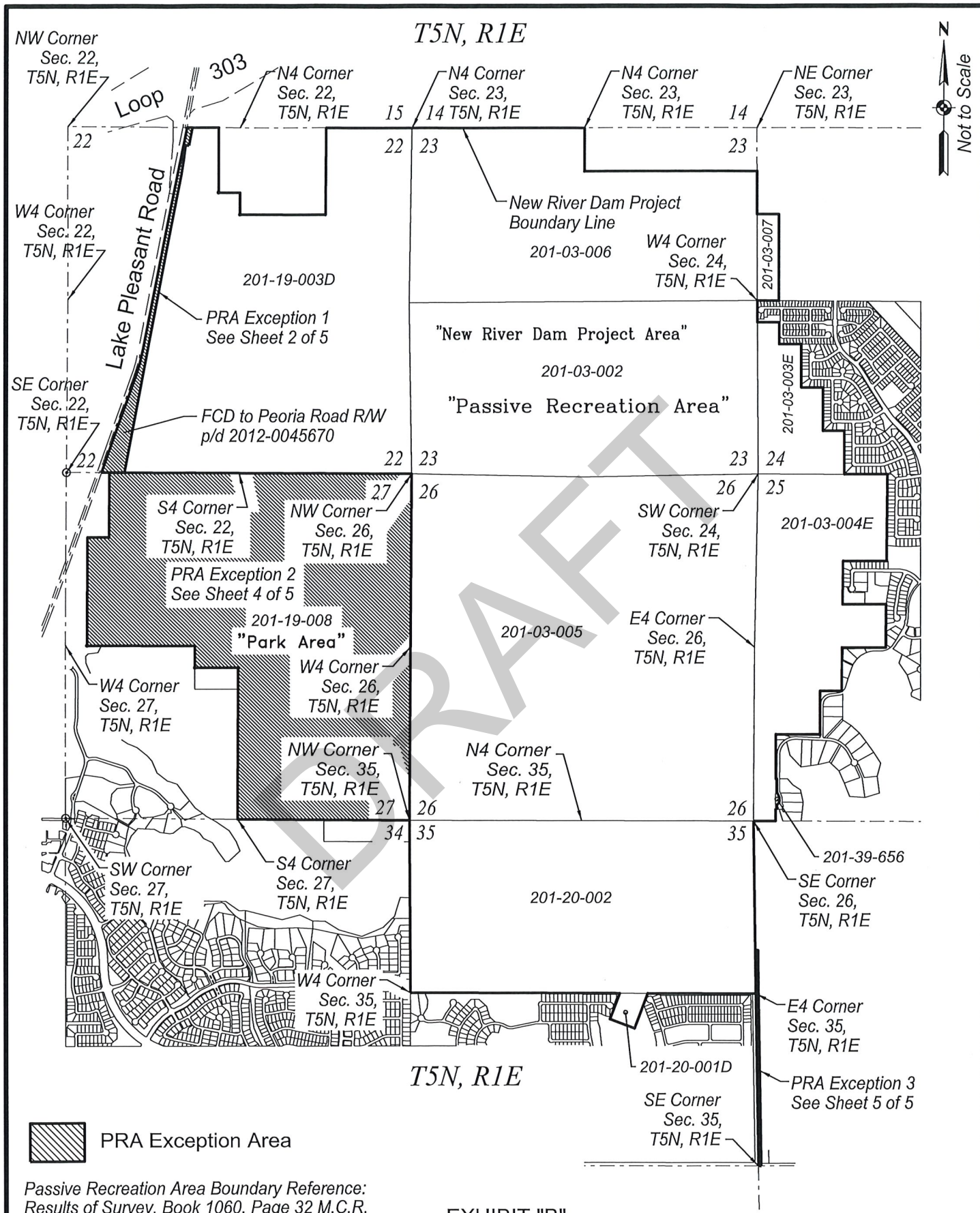
Beginning at the East Quarter corner of Section 35, being a rebar, from which the Northeast corner of said Section 35, a brass cap, bears North 00°53'55" East, for a distance of 2637.70 feet;

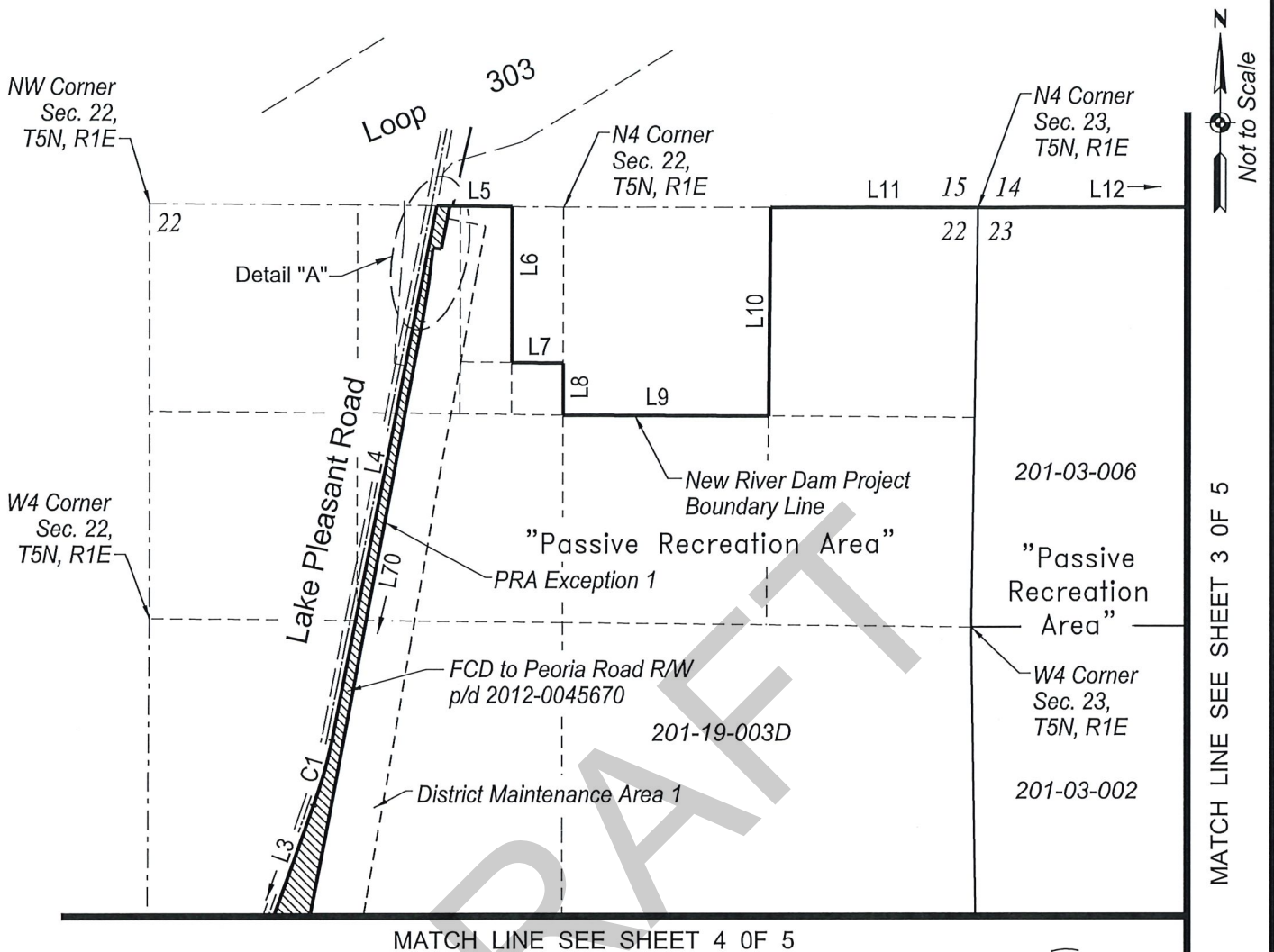
thence along the East line of the Northeast quarter of said Section 35 North 00°46'16" West, for a distance of 664.22 feet;
 thence departing said East line South 89°56'16" East, for a distance of 40.00 feet;
 thence South 00°46'16" East, for a distance of 663.64 feet;
 thence South 00°46'06" East, for a distance of 2636.71 feet to the South line of the Southwest quarter of said Section 36;
 thence along said South line North 89°56'16" West, for a distance of 40.00 feet to the Southeast corner of said Section 35;
 thence along the East line of the Southeast quarter of said Section 35 North 00°46'06" West, for a distance of 2636.13 feet to the **Point of Beginning**.

The above described parcel contains 132,014 square feet or 3.0306 acres, more or less.

The total Passive Recreation Area contains 2,211.66 acres, more or less.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 07/16/2020 lv	Chk:	Appr:
Rev: 08/03/2020 lv		
Maricopa County Real Estate Department		

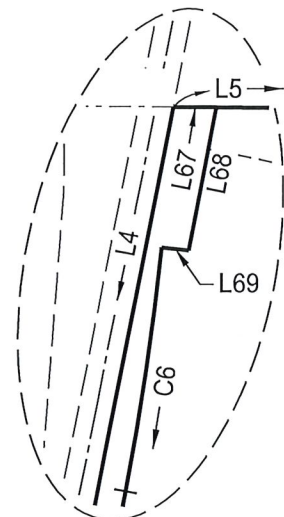




NO.	RADIUS	DELTA	LENGTH	TANGENT
C1	2897.79'	08°36'09"	435.08'	217.95'
C6	5819.58'	04°38'16"	471.06'	235.66'

NO.	BEARING	LENGTH
L3	N 19°47'43" E	1208.68'
L4	N 11°11'34" E	3459.04'
L5	S 89°28'54" E	483.88'
L6	S 00°05'59" W	990.50'
L7	S 89°26'35" E	330.46'
L8	S 00°07'22" W	330.24'
L9	S 89°39'18" E	1312.08'

NO.	BEARING	LENGTH
L10	N 00°29'53" E	1327.25'
L11	S 89°55'41" E	1320.76'
L12	N 89°57'49" E	2647.44'
L67	S 89°28'54" E	83.45'
L68	S 11°11'09" W	278.15'
L69	N 83°52'56" W	52.47'
L70	S 10°45'20" W	3938.25'



Detail "A"
nts



PRA Exception Area

Passive Recreation Area Boundary Reference:
Results of Survey, Book 1060, Page 32 M.C.R.
Sections 22 - 27, 35 and 36 T5N, R1E
of the Gila and Salt River Meridian

EXHIBIT "B"

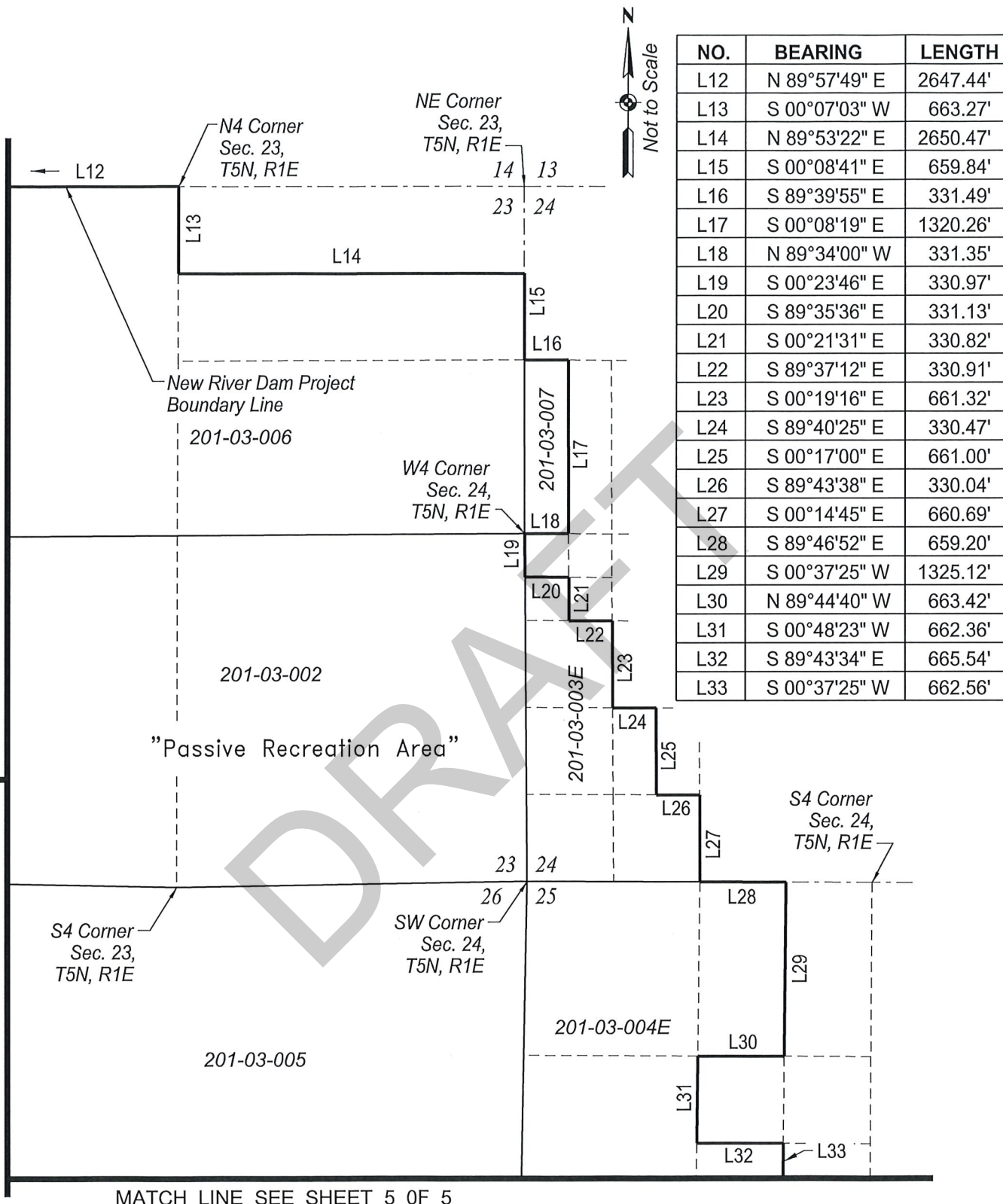
Flood Control District of Maricopa County
JOINT USE AGREEMENT JUA FCD 2020A023
Maricopa County Real Estate Department

08-03-2020

MATCH LINE SEE SHEET 2 OF 5

MATCH LINE SEE SHEET 4 OF 5

MATCH LINE SEE SHEET 5 OF 5



Passive Recreation Area Boundary Reference:
 Results of Survey, Book 1060, Page 32 M.C.R.
 Sections 22 - 27, 35 and 36 T5N, R1E
 of the Gila and Salt River Meridian

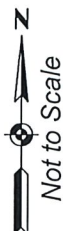
EXHIBIT "B"

Flood Control District of Maricopa County
 JOINT USE AGREEMENT JUA FCD 2020A023
 Maricopa County Real Estate Department

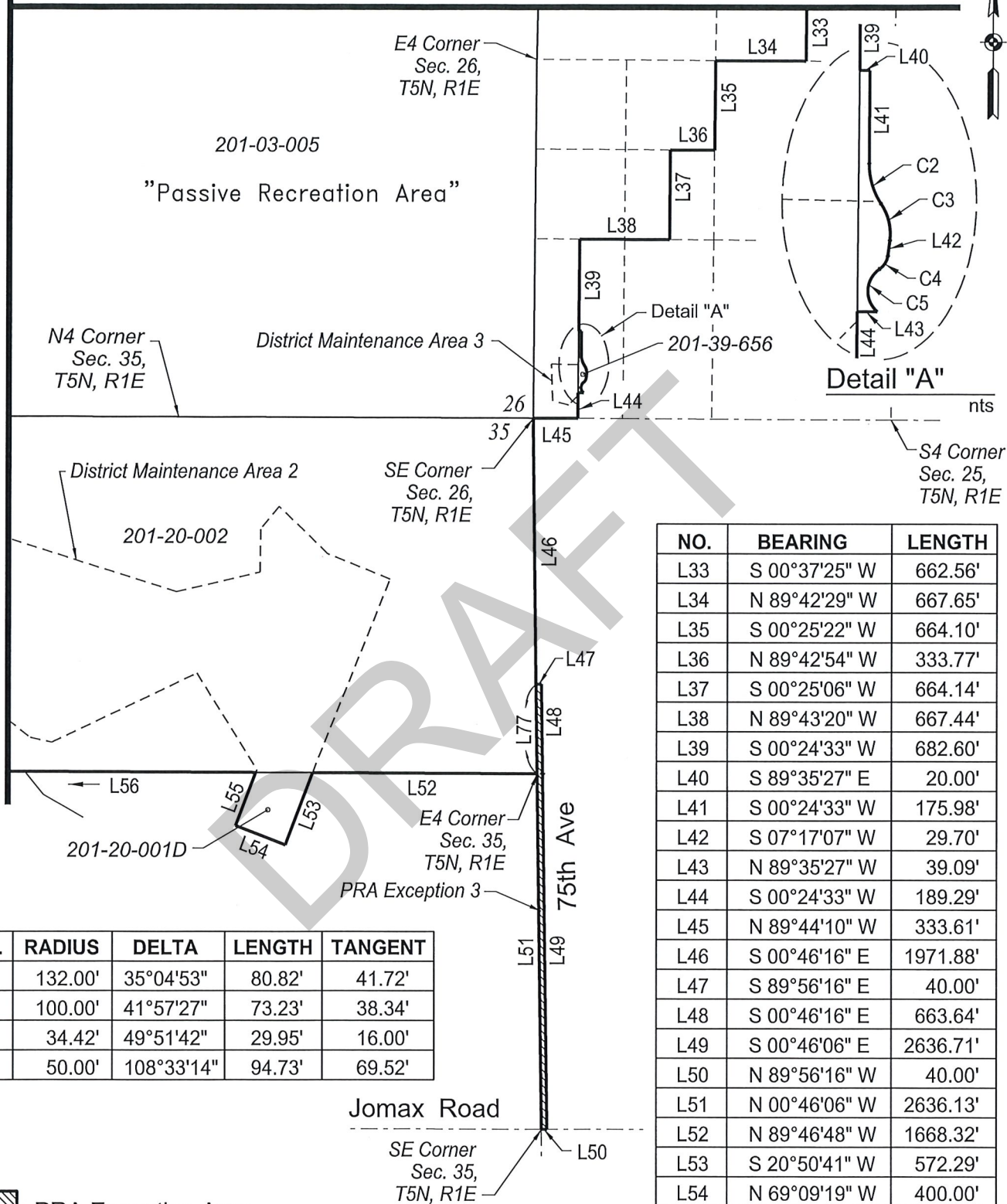
08-03-2020

Page 3 of 5
 Page ____ of ____

MATCH LINE SEE SHEET 3 OF 5



MATCH LINE SEE SHEET 4 OF 5



NO.	RADIUS	DELTA	LENGTH	TANGENT
C2	132.00'	35°04'53"	80.82'	41.72'
C3	100.00'	41°57'27"	73.23'	38.34'
C4	34.42'	49°51'42"	29.95'	16.00'
C5	50.00'	108°33'14"	94.73'	69.52'

NO.	BEARING	LENGTH
L33	S 00°37'25" W	662.56'
L34	N 89°42'29" W	667.65'
L35	S 00°25'22" W	664.10'
L36	N 89°42'54" W	333.77'
L37	S 00°25'06" W	664.14'
L38	N 89°43'20" W	667.44'
L39	S 00°24'33" W	682.60'
L40	S 89°35'27" E	20.00'
L41	S 00°24'33" W	175.98'
L42	S 07°17'07" W	29.70'
L43	N 89°35'27" W	39.09'
L44	S 00°24'33" W	189.29'
L45	N 89°44'10" W	333.61'
L46	S 00°46'16" E	1971.88'
L47	S 89°56'16" E	40.00'
L48	S 00°46'16" E	663.64'
L49	S 00°46'06" E	2636.71'
L50	N 89°56'16" W	40.00'
L51	N 00°46'06" W	2636.13'
L52	N 89°46'48" W	1668.32'
L53	S 20°50'41" W	572.29'
L54	N 69°09'19" W	400.00'
L55	N 20°50'41" E	421.74'
L56	N 89°46'48" W	3207.85'
L77	N 00°46'16" W	664.22'



PRA Exception Area

Passive Recreation Area Boundary Reference:
Results of Survey, Book 1060, Page 32 M.C.R.
Sections 22 - 27, 35 and 36 T5N, R1E
of the Gila and Salt River Meridian

EXHIBIT "B"

Flood Control District of Maricopa County
JOINT USE AGREEMENT JUA FCD 2020A023
Maricopa County Real Estate Department

08-03-2020

JUA FCD 2020A023
EXHIBIT “C”
Legal Description and Depiction of the District Maintenance Areas

See next seven (7) pages

DRAFT

EXHIBIT "C"
Joint Use Agreement (JUA)
FCD 2020A023

LEGAL DESCRIPTION "DISTRICT MAINTENANCE AREA 1"

A parcel of land in Section 22, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 22, being a brass cap, from which the West Quarter corner of said Section 22, a brass cap, bears North 00°23'56" East, for a distance of 2639.95 feet;

thence along the South line of said Section 22 South 89°42'12" East, for a distance of 893.95 feet to the **Point of Beginning**;

thence departing said South line North 10°50'39" East, for a distance of 674.26 feet;

thence North 10°45'20" East, for a distance of 3938.25 feet to the beginning of a tangent curve concave to the west having a radius of 5819.58 feet;

thence northerly along the arc of said curve having a central angle of 04°38'16", for an arc distance of 471.06 feet to the beginning of a non-tangent line;

thence South 83°52'56" East, for a distance of 52.47 feet;

thence North 11°11'09" East, for a distance of 196.76 feet;

thence South 78°34'43" East, for a distance of 249.95 feet;

thence South 10°38'26" West, for a distance of 308.72 feet;

thence South 10°05'36" West, for a distance of 394.81 feet;

thence South 10°32'11" West, for a distance of 856.47 feet;

thence South 09°49'12" West, for a distance of 1126.16 feet;

thence South 10°00'25" West, for a distance of 1678.90 feet;

thence South 09°32'51" West, for a distance of 851.57 feet to the South line of said Section 22;

thence along said South line North 89°42'12" West, for a distance of 358.39 feet to the **Point of Beginning**.

The above described parcel contains 1,632,889 square feet or 37.4860 acres, more or less.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 07/16/2020 lv	Chk:	Appr:
Rev: 08/03/2020 lv		
Maricopa County Real Estate Department		

EXHIBIT "C"
Joint Use Agreement (JUA)
FCD 2020A023

LEGAL DESCRIPTION "DISTRICT MAINTENANCE AREA 2"

A parcel of land in Section 35, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, and being more particularly described as follows:

Commencing at the East Quarter corner of said Section 35, being a rebar, from which the Northeast corner of said Section 35, a brass cap, bears North 00°53'55" East, for a distance of 2637.70 feet; thence along the Mid-section line of said Section 35, said line also being the New River Dam project boundary, North 89°46'48" West, for a distance of 1668.32 feet to the **Point of Beginning**;

thence departing said South line and continuing along said New River Dam project boundary South 20°50'41" West, for a distance of 572.29 feet;

thence continuing along said New River Dam project boundary North 69°09'19" West, for a distance of 400.00 feet;

thence continuing along said New River Dam project boundary North 20°50'41" East, for a distance of 421.74 feet to the Mid-section line of said Section 35;

thence departing said New River Dam project boundary and continuing North 20°50'41" East, for a distance of 22.33 feet;

thence North 32°03'10" West, for a distance of 844.27 feet;

thence South 64°27'50" West, for a distance of 1194.09 feet;

thence North 77°12'53" West, for a distance of 161.32 feet;

thence North 52°27'46" West, for a distance of 519.81 feet;

thence North 81°38'16" West, for a distance of 216.83 feet;

thence North 63°23'13" West, for a distance of 123.05 feet;

thence North 21°42'32" East, for a distance of 623.70 feet;

thence North 52°35'37" East, for a distance of 267.88 feet;

thence North 10°42'41" East, for a distance of 356.03 feet;

thence South 72°28'24" East, for a distance of 1370.90 feet;

thence North 77°00'35" East, for a distance of 640.63 feet;

thence North 00°44'51" East, for a distance of 322.83 feet;

thence North 39°48'40" East, for a distance of 215.43 feet;

thence South 46°18'53" East, for a distance of 506.61 feet;

thence South 67°38'11" East, for a distance of 499.15 feet;

thence South 21°45'17" West, for a distance of 1543.99 feet to the **Point of Beginning**.

The above described parcel contains 3,837,562 square feet or 88.0983 acres, more or less.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 07/16/2020 lv	Chk:	Appr:
Rev: 08/03/2020 lv		
Maricopa County Real Estate Department		

EXHIBIT "C"
Joint Use Agreement (JUA)
FCD 2020A023

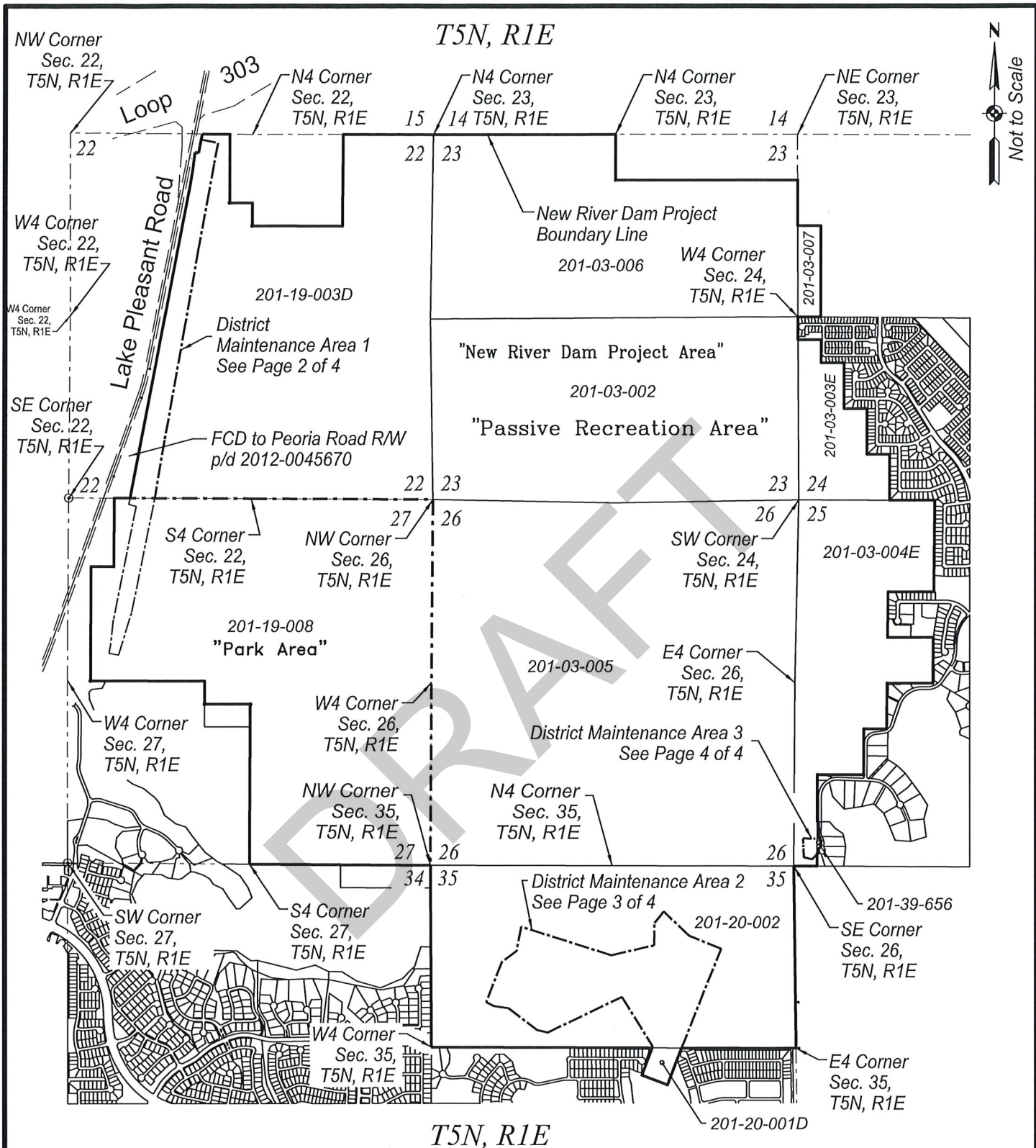
LEGAL DESCRIPTION "DISTRICT MAINTENANCE AREA 3"

A parcel of land in the Southwest Quarter of Section 25, Township 5 North, Range 1 East of the Gila and Salt River Base and Meridian, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 25, being a brass cap, from which the Northeast corner of said Section 17, a rebar, bears North 00°24'17" East, for a distance of 2657.04 feet; thence along the South line of said Section 25, said line also being the New River Dam project boundary, South 89°44'10" East, for a distance of 333.61 feet; thence departing said South line and continuing along said New River Dam project boundary North 00°24'33" East, for a distance of 171.55 feet to the **Point of Beginning**; thence departing said New River Dam project boundary South 44°46'06" West, for a distance of 101.19 feet; thence North 75°10'44" West, for a distance of 122.14 feet; thence North 02°09'48" West, for a distance of 272.47 feet; thence South 88°42'38" East, for a distance of 242.54 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 132.00 feet, and to which point a radial line bears South 57°27'39" West, said point also being on the New River Dam project boundary; thence along said New River Dam project boundary southeasterly along the arc of said curve having a central angle of 02°07'59", for an arc distance of 4.91 feet to the beginning of a reverse curve concave to the west having a radius of 100.00 feet; thence continuing along said New River Dam project boundary southerly along the arc of said curve having a central angle of 41°57'27", for an arc distance of 73.23 feet to the beginning of a tangent line; thence continuing along said New River Dam project boundary South 07°17'07" West, for a distance of 29.70 feet to the beginning of a tangent curve concave to the northwest having a radius of 34.42 feet; thence continuing along said New River Dam project boundary southwesterly along the arc of said curve having a central angle of 49°51'42", for an arc distance of 29.95 feet to the beginning of a reverse curve concave to the east having a radius of 50.00 feet; thence continuing along said New River Dam project boundary southerly along the arc of said curve having a central angle of 108°33'14", for an arc distance of 94.73 feet to a point on a non-tangent line; thence continuing along said New River Dam project boundary North 89°35'27" West, for a distance of 39.09 feet; thence continuing along said New River Dam project boundary South 00°24'33" West, for a distance of 17.74 feet to the **Point of Beginning**.

The above described parcel contains 63,555 square feet or 1.4590 acres, more or less.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 07/16/2020 lv	Chk:	Appr:
Rev: 08/03/2020 lv		
Maricopa County Real Estate Department		



A Portion of the New River Dam
 Results of Survey: Book 1060, Page 32 M.C.R.
 Sections 22 - 27, 35 and 36 T5N, R1E
 of the Gila and Salt River Meridian

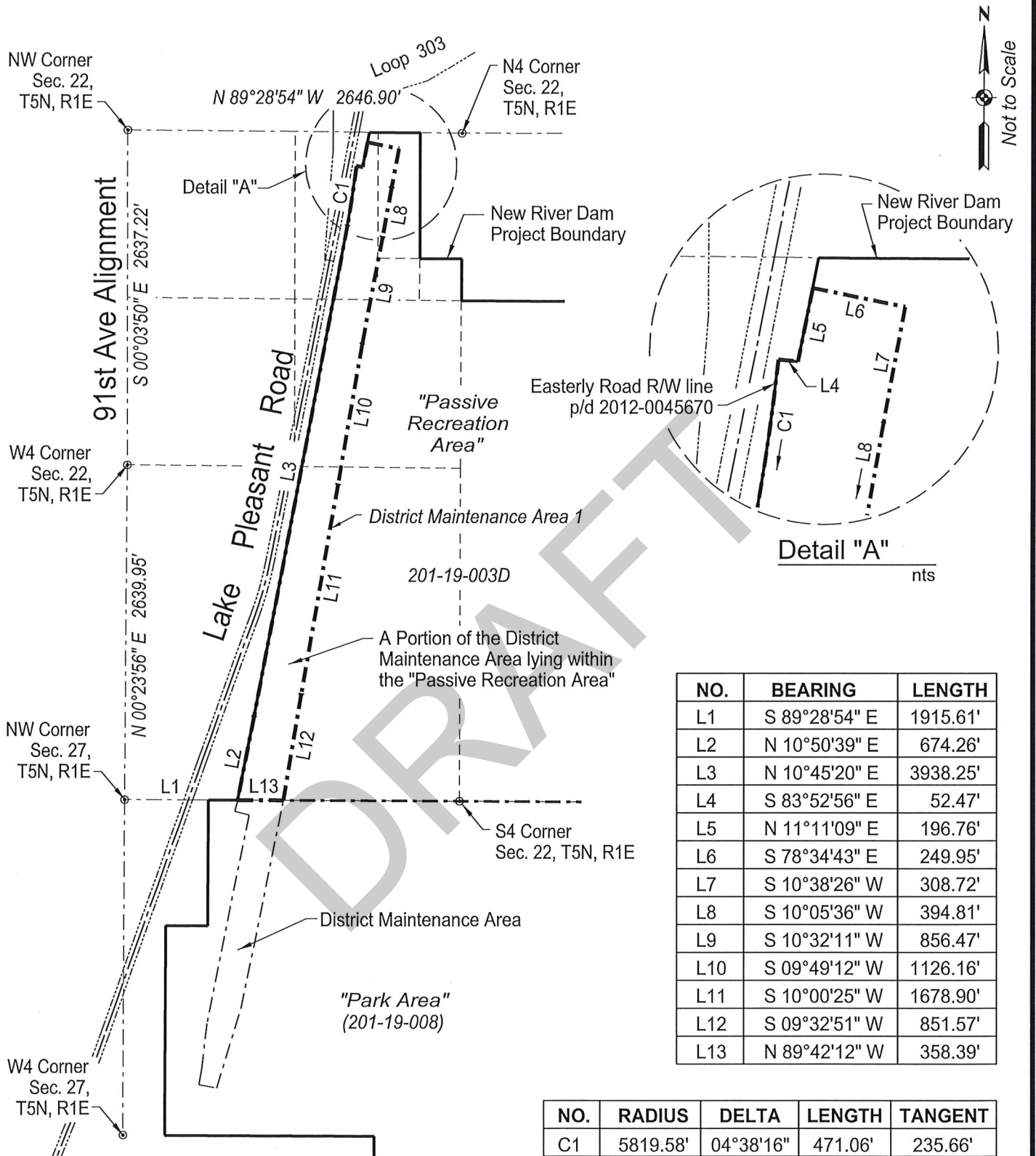
 District Maintenance Area

EXHIBIT "C"

Flood Control District of Maricopa County
 JOINT USE AGREEMENT JUA FCD 2020A023
 Maricopa County Real Estate Department

08-03-2020

Page 1 of 4
 Page ____ of ____



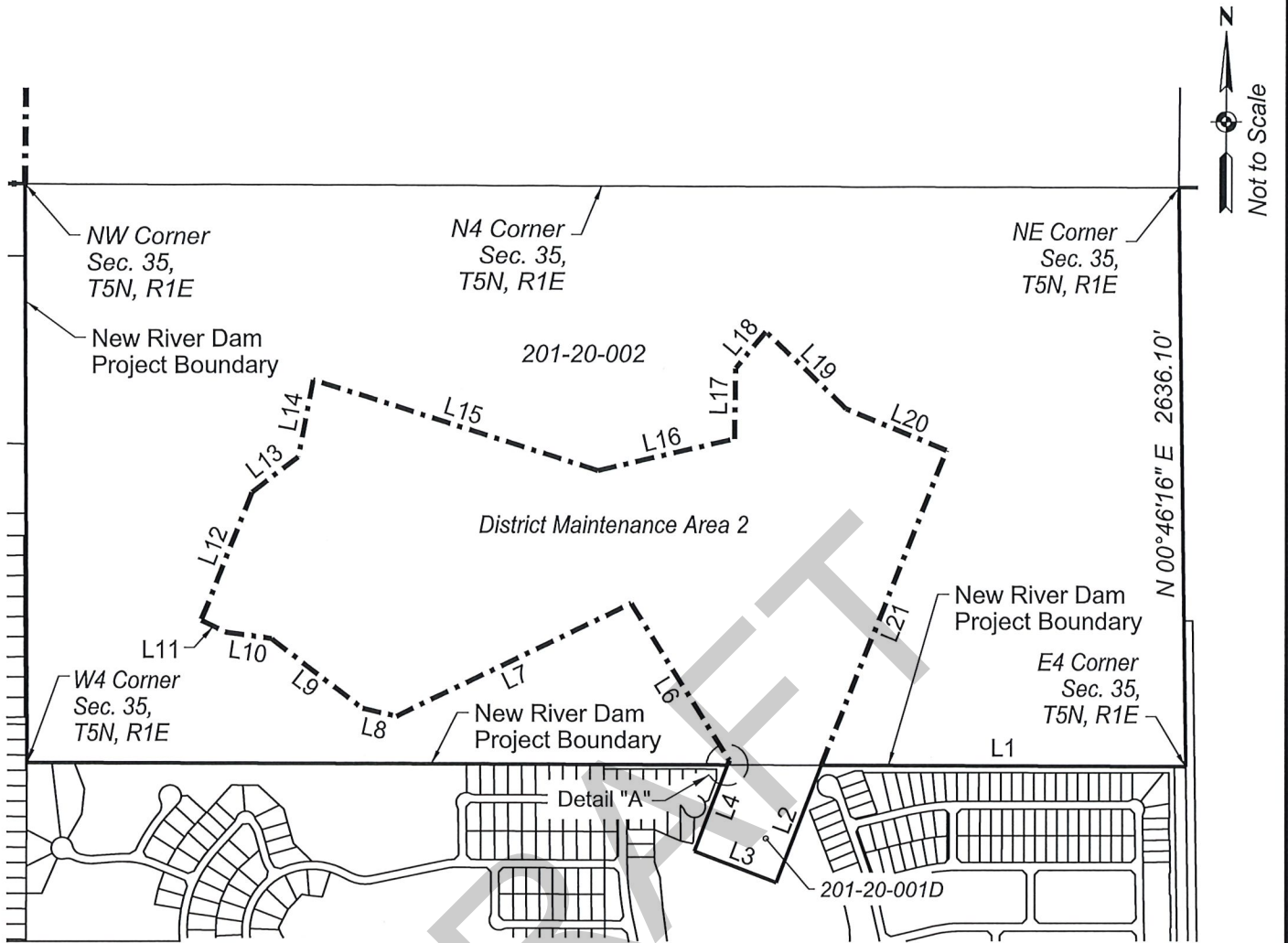
Passive Recreation Area Boundary Reference:
Results of Survey, Book 1060, Page 32 M.C.R.
Sections 22 - 27, 35 and 36 T5N, R1E
of the Gila and Salt River Meridian

EXHIBIT "C"

Flood Control District of Maricopa County
JOINT USE AGREEMENT JUA FCD 2020A023
Maricopa County Real Estate Department

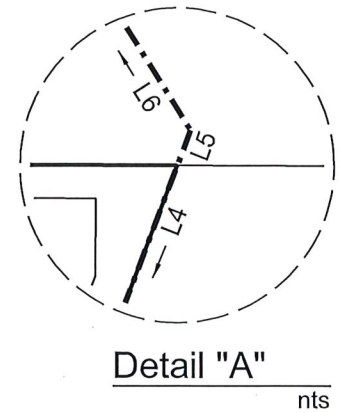
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Page 2 of 4
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NO.	BEARING	LENGTH
L1	N 89°46'48" W	1668.32'
L2	S 20°50'41" W	572.29'
L3	N 69°09'19" W	400.00'
L4	N 20°50'41" E	421.74'
L5	N 20°50'41" E	22.33'
L6	N 32°03'10" W	844.27'
L7	S 64°27'50" W	1194.09'
L8	N 77°12'53" W	161.32'
L9	N 52°27'46" W	519.81'
L10	N 81°38'16" W	216.83'

NO.	BEARING	LENGTH
L11	N 63°23'13" W	123.05'
L12	N 21°42'32" E	623.70'
L13	N 52°35'37" E	267.88'
L14	N 10°42'41" E	356.03'
L15	S 72°28'24" E	1370.90'
L16	N 77°00'35" E	640.63'
L17	N 00°44'51" E	322.83'
L18	N 39°48'40" E	215.43'
L19	S 46°18'53" E	506.61'
L20	S 67°38'11" E	499.15'
L21	S 21°45'17" W	1543.99'



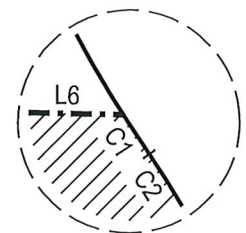
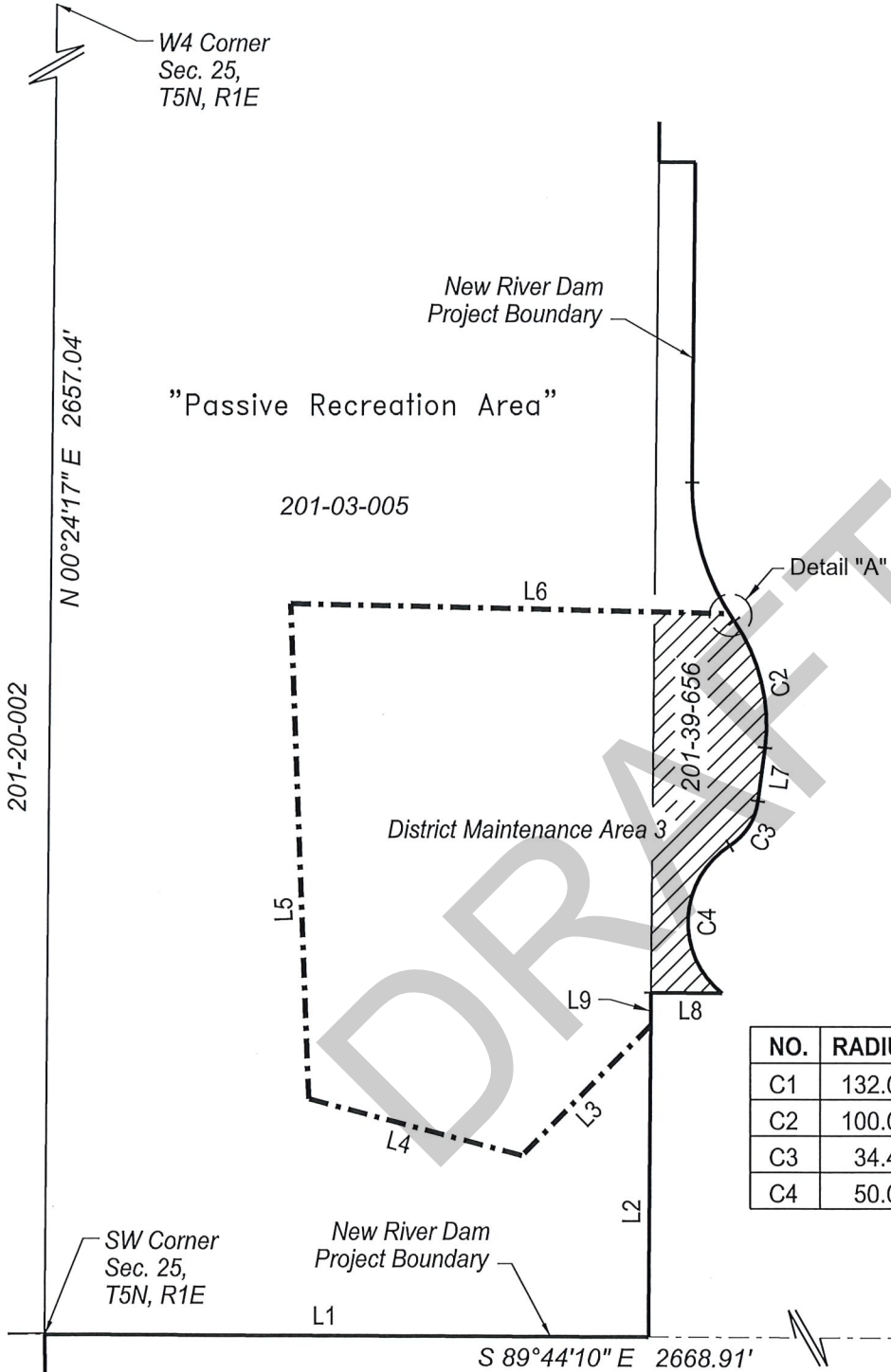
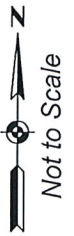
Passive Recreation Area Boundary Reference:
Results of Survey, Book 1060, Page 32 M.C.R.
Sections 22 - 27, 35 and 36 T5N, R1E
of the Gila and Salt River Meridian

EXHIBIT "C"

Flood Control District of Maricopa County
JOINT USE AGREEMENT JUA FCD 2020A023
Maricopa County Real Estate Department

08-03-2020

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Page ____ of ____



Detail "A"
nts

NO.	BEARING	LENGTH
L1	S 89°44'10" E	333.61'
L2	N 00°24'33" E	171.55'
L3	S 44°46'06" W	101.19'
L4	N 75°10'44" W	122.14'
L5	N 02°09'48" W	272.47'
L6	S 88°42'38" E	242.54'
L7	S 07°17'07" W	29.70'
L8	N 89°35'27" W	39.09'
L9	S 00°24'33" W	17.74'

NO.	RADIUS	DELTA	LENGTH	TANGENT
C1	132.00'	02°07'59"	4.91'	2.46'
C2	100.00'	41°57'27"	73.23'	38.34'
C3	34.42'	49°51'42"	29.95'	16.00'
C4	50.00'	108°33'14"	94.73'	69.52'



JOINT MAINTENANCE AREA - Maintenance responsibilities:

1. Sonoran Mountain Ranch HOA maintains this area for open space requirements pursuant to Final Plat of Sonoran Mountain Ranch Parcel 12, recorded as MCR 2012-1167192
2. District maintains the structural integrity of the flood control project encumbering this area.

Passive Recreation Area Boundary Reference:
Results of Survey, Book 1060, Page 32 M.C.R.
Sections 22 - 27, 35 and 36 T5N, R1E
of the Gila and Salt River Meridian

EXHIBIT "C"

Flood Control District of Maricopa County
JOINT USE AGREEMENT JUA FCD 2020A023
Maricopa County Real Estate Department

08-03-2020

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12C.

Date Prepared: 10/29/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Contract Amendment, PCL Construction, Inc., Jomax Booster Station Upgrades and Terramar Booster Pump Station Rehabilitation

Purpose:

Discussion and possible action to approve a construction contract amendment in the amount of \$1,897,127 with PCL Construction, Inc. to procure long lead items for the Jomax Booster Station Upgrades and Terramar Booster Pump Station Rehabilitation projects.

Summary:

The City's FY2021-FY2030 Capital Improvement Program (CIP) includes the Jomax Booster Station Upgrades project that provides funding for design and construction of equipment and infrastructure upgrades to accommodate additional capacity from the Pyramid Peak Water Treatment Plant (PPWTP) expansion. The City of Peoria (City) owns 11 million gallons per day (MGD) of capacity in the PPWTP, and the expansion will increase the City's ownership to 24 MGD at the end of 2021. In order to fully utilize the additional capacity, the City will need to upgrade existing facilities downstream of PPWTP. Improvements are to be made at the Jomax Booster Pump Station, Peoria Turnout Structure at 67th Avenue and Jomax Rd, and installation of approximately 5,000LF of 24-inch water transmission main in Jomax Road, between 67th Avenue and 75th Avenue.

The Terramar Booster Pump Station Rehabilitation project is also funded in the City's FY2021-FY2030 CIP to address aging site equipment and infrastructure. The Terramar Site has been owned and operated by the City since the late-1990's, and as water facilities age, they require ongoing maintenance and rehabilitation efforts to continue to provide quality water to the surrounding area. Since the two sites, Jomax Booster Pump Station and Terramar Booster Pump Station, share the same physical site, Staff has decided to run the two CIP projects concurrently to minimize coordination efforts and maximize overall construction efficiencies for the two projects.

City staff previously went through a selection process to hire an experienced and qualified Construction Manager at Risk (CMAR) to construct the site and water infrastructure improvements. Staff selected PCL Construction, Inc. (PCL), and entered into a pre-construction

services contract with PCL to provide constructability reviews, site investigations, cost estimating services, and construction planning and scheduling coordination. This contract was administratively approved earlier this month for \$172,956.

The project was setup as a phased award, and this amendment is for the procurement of long lead and critical materials. Those items include, but are not limited to, vertical turbine pumps, large valves, emergency diesel generator, flow meters, and electric facilities. Early purchase of these items will reduce risk of delays from potential procurement issues and allow the project to meet the schedule constraints related to the PPWTP expansion project. PCL has provided a Guaranteed Maximum Price (GMP) of \$1,897,127 to procure the identified long lead items.

Two more construction contract amendments with PCL are anticipated through project completion and are identified in the contract summary below. Those amendments will be brought back to Council for approval in Spring 2021.

Original Contract	\$172,956	Preconstruction Services	November 2020
Amendment No. 1	\$1,897,127	Early Procurement GMP 1	November 2020
Amendment No. 2	TBD	Phase I Construction GMP 2	March 2021 (anticipated)
Amendment No. 3	TBD	Phase II Construction GMP 3	July 2021 (anticipated)

Previous Actions/Background:

Council approved a design contract with Brown and Caldwell for engineering design services for the project on March 3, 2020.

Options:

A: Approve a contract amendment with PCL Construction, Inc. for \$1,897,127 for procurement of long lead items for the Jomax Booster Station Upgrades project.

B: Deny approval of the contract amendment with PCL Construction, Inc. for \$1,897,127 for procurement of long lead items. The ability of staff to move this project forward through construction to meet the PPWTP expansion schedule will be compromised.

Staff Recommendation:

Staff recommends approval of the contract amendment with PCL Construction, Inc. in the amount of \$1,897,127.

Fiscal Analysis:

Funding for this contract amendment and the future contract amendments is available in the Jomax Booster Station Upgrades and Terramar Booster Pump Station Rehabilitation projects. Payments will be made from the Water Fund, Water System Accounts 2050-2140-CIPWR-543002-UT00285, 2166-2226-CIPWR-543002-UT00285, 2050-2140-543002-UT00412, and 2222-2292-543002-CIPWR-UT00412.

ATTACHMENTS:

Vicinity Map

Location Map

Contact Name and Number:

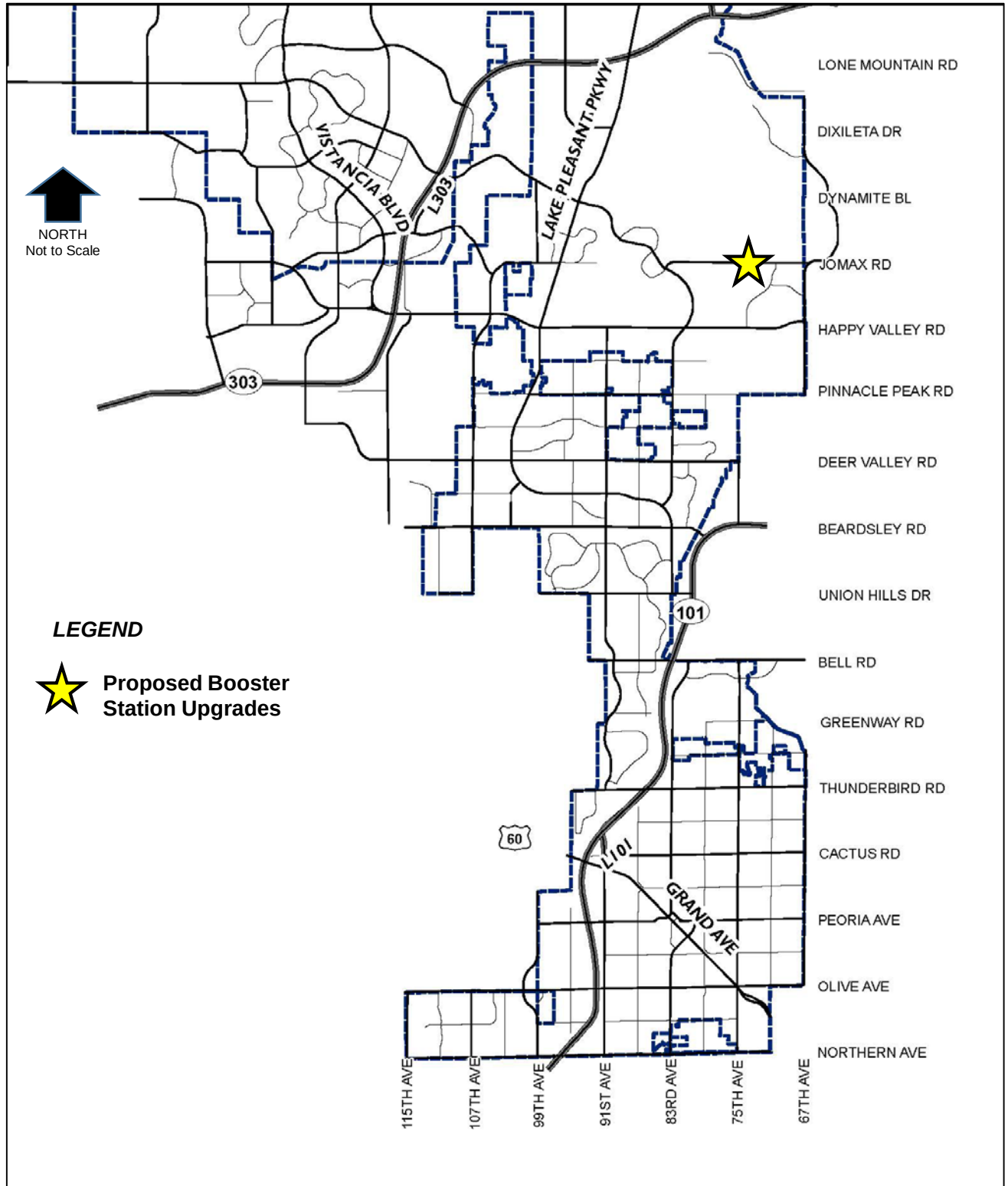
Adina C. Lund, P.E. (623) 773-7249



City of Peoria
Development & Engineering

UT00285 – Jomax Booster Station Upgrades
and UT00412 – Terramar Booster Station
Rehabilitation

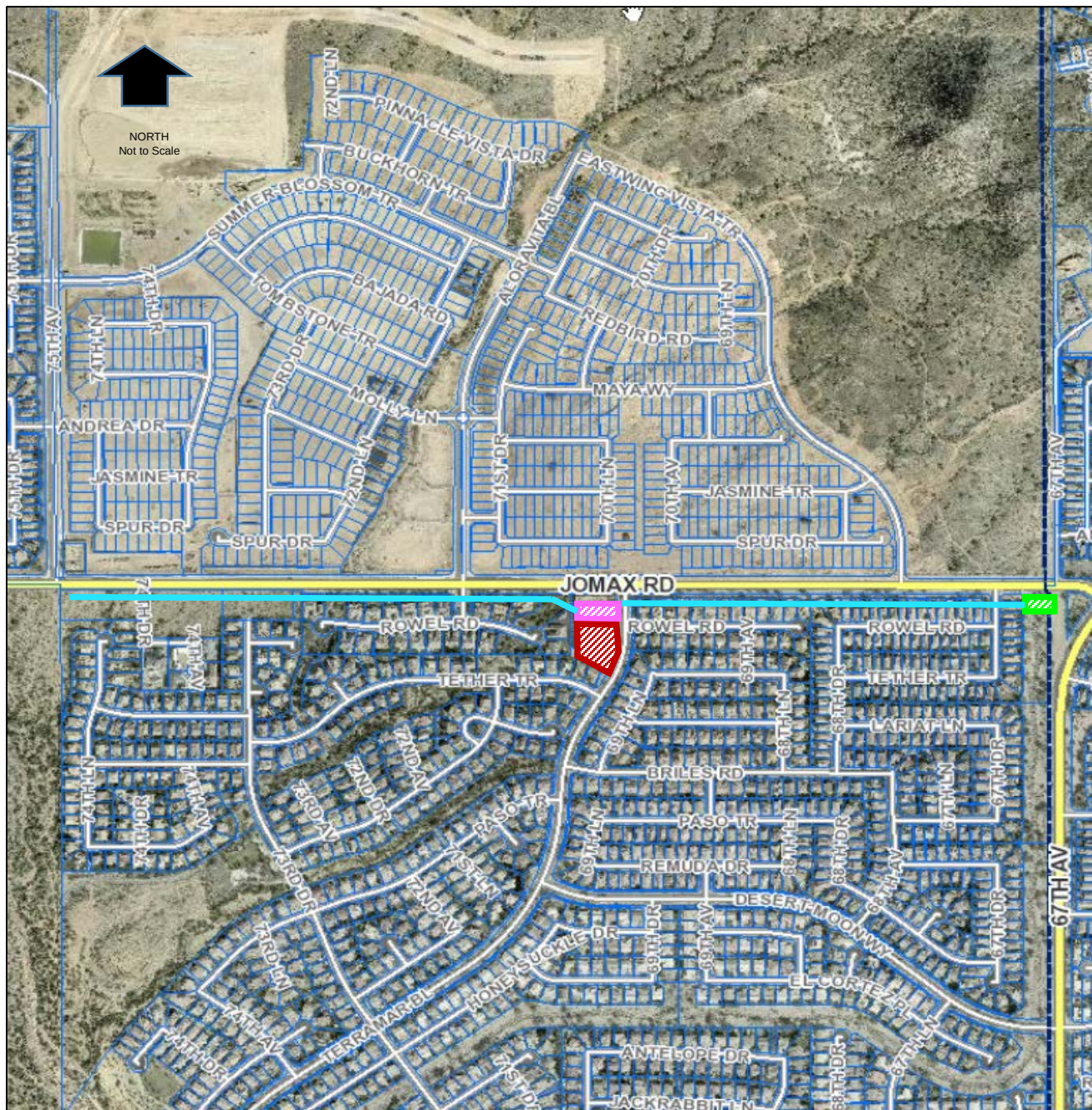
Vicinity Map





City of Peoria Development & Engineering

UT00285 – Jomax Booster Station Upgrades
and UT00412 – Terramar Booster
Station Rehabilitation
Location Map



LEGEND



Terramar Booster
Pump Station



Peoria Turnout Structure



Jomax In-Line
Booster Station



New Water Transmission Main



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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13C.

Date Prepared: 10/27/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: John R. Sefton Jr., Parks, Recreation and Community Facilities Director

SUBJECT: Lease Agreement Amendment, Cellular Site, Peoria Sports Complex Property

Purpose:

Discussion and possible action to approve the Fifth Amendment to the Cellular Site Lease Agreement, and Memorandum of Fifth Amendment to Cellular Site Lease Agreement with Crown Atlantic Company, LLC, the current lessee of property located at the Peoria Sports Complex utilized for a cell tower structure.

Summary:

The cell tower has been located on the Sports Complex property since 1986, and the current five-year extension agreement expires in 2021. The new extension would supersede the current contract's financial terms, affording the City a higher base rent. The vendor's original proposal included a lease potential for up to 30 years, through 2051; however, the company would have been allowed to terminate the contract at any point, with written notice. In the current version, 100 percent of the lease amounts are guaranteed payable to the City through the first five years of the agreement (March 1, 2021 - February 27, 2026), even if the vendor breaks the contract.

This new agreement affords the City a base rent of \$48,000 annually, totaling a guaranteed \$240,000 for Term 1 (March 1, 2021 - February 27, 2026). If the agreement extends through 2051, the potential base contract value equals \$1,440,000. If Crown Atlantic terminates the agreement after the second period (2026-2036) commences, 50 percent of the remaining annual payments is guaranteed to the City. If they choose to terminate the agreement after the third period commences (2036-2051), 25 percent of the remaining annual payments is guaranteed to the City.

In addition to the lease revenue, there are also opportunities for additional revenue based upon tower subleases negotiated and contracted by Crown Atlantic. Currently, Crown Atlantic holds three contracted subleases, affording the City an additional \$30,000 in revenue annually. Subleases and associated revenue are dependent upon continued contracting between Crown Atlantic and its sublessees, and may be terminated at any time. This arrangement affords the City more guaranteed funds in the near future, as there are many unknowns to the business, technology and needs of the cellular service industry.

Previous Actions/Background:

The original lease had an initial term that commenced on January 14, 1986, and expired on February 28, 1991. The lease included three five-year extensions, and the first amendment provided three additional five-year extensions. The final extension expires on February 28, 2021.

Options:

A: Approve the Fifth Amendment to Cellular Site Lease Agreement and Memorandum of Fifth Amendment to Cellular Site Lease Agreement between the City of Peoria and Crown Atlantic Company, LLC.

B: Choose not to approve the Fifth Amendment to Cellular Site Lease Agreement and Memorandum of Fifth Amendment to Cellular Site Lease Agreement between the City of Peoria and Crown Atlantic Company, LLC.

Staff Recommendation:

Staff recommends the approval of the Fifth Amendment to Cellular Site Lease Agreement and Memorandum of Fifth Amendment to Cellular Site Lease Agreement, between the City of Peoria and Crown Atlantic Company, LLC, for property at the Peoria Sports Complex utilized for a cellular communications facility.

Fiscal Analysis:

In FY20, the Peoria Sports Complex received a total of \$40,166 in rent for the cell tower. Under the new contract, in FY21 and beyond, the base rent paid will be \$48,000 per year. In FY21, an additional \$30,000 will be received through current tower subleases, and will continue as long as those subleases are contracted through Crown Atlantic. This revenue is applied to the Sports Complex General Rent Revenue to support revenue goals and subsidy management.

ATTACHMENTS:

Fifth Amendment to Cellular Site Lease Agreement

Memorandum of Fifth Amendment to Cellular Site Lease Agreement

Contact Name and Number:

Chris Calcaterra, 623-773-8703

**FIFTH AMENDMENT TO
CELLULAR SITE LEASE AGREEMENT**

THIS FIFTH AMENDMENT TO CELLULAR SITE LEASE AGREEMENT ("Fifth Amendment") is entered into this ____ day of _____, 20____, by and between CITY OF PEORIA, an Arizona municipal corporation, with a mailing address of 8401 West Monroe Street, Room 150, Peoria, Arizona 85345 ("Landlord") and CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Tenant").

RECITALS

WHEREAS, Landlord and Metro Mobile CTS of Phoenix, Inc., an Arizona corporation ("Original Tenant") entered into a Cellular Site Lease Agreement dated January 8, 1986 ("Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Maricopa County, Arizona from Landlord (the "Premises"), all located within certain real property owned by Landlord (the "Property"); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Cellular Site Lease Agreement dated October 1, 1998 ("First Amendment"), by that certain Second Amendment to Cellular Site Lease Agreement dated December 21, 2000 ("Second Amendment"), by that certain Third Amendment to Cellular Site Lease Agreement dated August 23, 2002 ("Third Amendment"), and by that certain Fourth Amendment to Cellular Site Lease Agreement dated May 1, 2008 (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease"); and

WHEREAS, Crown Atlantic Company LLC is currently the tenant under the Lease as ultimate successor in interest to the Original Tenant; and

WHEREAS, the Premises has been expanded to include the Additional Space pursuant to the First Amendment, the Additional Premises pursuant to the Second Amendment and the Additional Premises pursuant to the Third Amendment, for the purpose of accommodating new subtenants, which currently include T-Mobile, Verizon Wireless, One Dot Six Corporation and Gutierrez-Palmenberg, Inc. (each subtenant referred to as a "Current Subtenant"); and

WHEREAS, Tenant currently pays to Landlord a sublease fee for each of the Current Subtenants in addition to the Base Rent; and

WHEREAS, the Additional Premises added by the Third Amendment to accommodate the City of Phoenix and related improvements located on the Additional Premises, including the equipment shelter, reverted back to Landlord upon termination of the License Agreement with the City of Phoenix; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on January 14, 1986 and expired on February 28, 1991. The Original Lease provides for three (3) extensions of five (5) years each and the First Amendment provides for three (3) additional extensions of five (5) years each, all of which were exercised by Tenant. According to the Lease, the final extension expires on February 28, 2021; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease. All references to defined term "Premises" in the Lease shall hereinafter include the Additional Space and Additional Premises currently occupied by Tenant. The defined terms "Attachment" and "Exhibit" are used interchangeably.

2. Term. Section III of the Original Lease is hereby deleted in its entirety and the following is inserted in its place:

The initial term of this Lease Agreement shall commence on January 14, 1986, the date that Tenant received authority from all applicable government entities to construct its communications facilities (as described on Attachment B, and hereinafter called the "Tenant's Facility"), and expire on February 28, 1991 (the "Initial Term").

3. Renewal Terms. The second sentence of Section 2 of the First Amendment, and only that sentence, is hereby deleted. Section V of the Original Lease is hereby deleted in its entirety and the following is inserted in its place:

At the conclusion of the Initial Term, Tenant shall be entitled to twelve (12) extensions of five (5) years each (each extension is referred to as a "Renewal Term"), unless this Lease Agreement is terminated pursuant to the provisions set forth herein. The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew at least ninety (90) days prior to the expiration of the then current five (5) year term, or unless this Lease Agreement is terminated pursuant to the provisions set forth herein.

Landlord and Tenant hereby acknowledge that Tenant has exercised the first six (6) Renewal Terms, leaving a balance of six (6) Renewal Terms, with the final Renewal Term expiring on February 28, 2051.

4. Base Rent. Tenant shall pay Base Rent annually on March 1st of each year, which Base Rent shall replace and be in lieu of any Base Rent, Additional Rent and Additional Premises Rent payments scheduled to occur pursuant to the Lease on or after the first day of the second full month following full execution of this Fifth Amendment. All references to the defined term "Base Rent" in the Lease shall hereinafter include the Additional Rent and Additional Premises Rent.

5. One-time Rent Increase. Commencing on the first day of the second full month following full execution of this Fifth Amendment, the Base Rent shall increase to Forty-Eight Thousand and 00/100 Dollars (\$48,000.00) per year. The initial payment of the Base Rent pursuant to this Section shall be pro-rated for the period commencing on the first day of the second full month following full execution of this Fifth Amendment to February 29, 2020. Tenant shall pay the pro-rated Base Rent within sixty (60) days of the full execution of this Fifth Amendment. Such increase shall replace and be in lieu of any Base Rent, Additional Rent and Additional Premises Rent escalations scheduled to occur pursuant to the Lease on or after the first day of the second full month following full execution of this Fifth Amendment.

6. Sublease Fees; Current Subtenants. In addition to the Base Rent currently paid by Tenant to Landlord pursuant to the Lease, Tenant shall pay to Landlord Fifteen Thousand and 00/100 Dollars (\$15,000.00) per year for the T-Mobile sublease; Ten Thousand and 00/100 Dollars (\$10,000.00) per year for the Gutierrez-Palmenberg sublease; and Five Thousand and 00/100 Dollars (\$5,000.00) per year for the One Dot Six sublease to be paid in equal monthly installments (collectively, the "Sublease Fees"). The first payment of the Sublease Fees shall be due on the first day of the second full month following full execution of this Fifth Amendment, and each subsequent payment shall be due on the first (1st) day of each month thereafter. If a Current Subtenant sublease expires or terminates for any reason, Tenant shall no longer be obligated to pay the respective sublease fee for that Current Subtenant, unless the Current Subtenant enters into a new sublease with Tenant, which shall be subject to a Future Sublease Fee as stated in Section 7 below.

7. Future Sublease Fee. In addition to the rent currently paid by Tenant to Landlord pursuant to Lease, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this Fifth Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a subtenant on the Premises (each a "Future Subtenant"), Tenant shall pay to Landlord twenty-five percent (25%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Revenue Share") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Lease. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises. There shall be no express or implied obligation for Tenant to sublease, license or otherwise allow occupancy of the Premises. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Premises prior to execution of this Fifth Amendment, including T-Mobile, Verizon Wireless, One Dot Six Corporation and Gutierrez-Palmenberg, Inc., shall be expressly excluded from the Revenue Share and Landlord shall have no right to receive any portion of such revenue. In the

event any Future Subtenant sublease expires or terminates for any reason, Tenant shall no longer be obligated to pay the Revenue Share for such Future Subtenant sublease. In the event a Current Subtenant ceases use and commences a new sublease with Tenant, the Current Subtenant shall be deemed a Future Subtenant and be governed by the provisions of this Section.

8. Business Summary Report. Once per calendar year, Landlord may submit a written request to Tenant for a business summary report pertaining to Tenant's Revenue Share obligations for Future Subtenants (as defined herein) for the prior twelve (12) month period, and Tenant shall provide such written report to Landlord within sixty (60) days after Tenant's receipt of such written request.

9. Premises. The existing Premises is hereby expanded to two thousand five hundred (2,500) square feet as more particularly described and depicted in Exhibit A-1 attached hereto and incorporated by this reference. Exhibit A to the Lease is hereby amended by deleting the Exhibit in its entirety and inserting Exhibit A-1 attached hereto in its place. Except as described in this Section, Tenant agrees that it may have only one tower structure (the "Tower") on the Premises at one time without the written consent of the Landlord; provided, however, that in the event Tenant deems it necessary to replace the existing Tower, Tenant may construct or utilize a second tower structure or cell on wheels and equipment related thereto for a limited period of time, not to exceed one hundred eighty (180) days. Tenant shall not be required to remove the Tower until the replacement tower facility is completed and any occupants on the Tower have been relocated to the replacement tower, however, in no circumstances shall two (2) towers be left standing on the Premises for a period of more than one hundred eighty (180) days without written approval from Landlord. Tenant shall comply with all City permit approval and plan review processes needed for any expansion.

10. Termination. On or after January 1, 2035, Landlord shall have the right to terminate the Lease upon twenty-four (24) months' prior written notice to Tenant in the event Landlord, in its reasonable discretion, determines that Tenant's use of the Premises is inconsistent with Landlord's future development of the Property. Tenant will be responsible to notify subtenants if this right to terminate is exercised by Landlord. Tenant shall hold Landlord harmless from any claims made by subtenants for termination of the Lease pursuant to this Section.

11. Rent Guarantee.

a) *Initial Termination Fee.* If at any time after February 28, 2021 and prior to February 27, 2026: (a) Tenant exercises any of Tenant's rights to terminate the Lease; or (b) Tenant elects not to renew the Lease, Tenant shall pay a termination fee ("Initial Termination Fee") equal to the amount of Base Rent that Tenant would have owed to Landlord under the Lease, as amended, between the date of such early termination or election not to renew, as the case may be, and February 27, 2026.

b) *50% Termination Fee.* If at any time after February 27, 2026 and prior to February 28, 2037: (a) Tenant exercises any of Tenant's rights to terminate the Lease; or (b) Tenant elects not to renew the Lease, Tenant shall pay a termination fee ("50% Termination Fee") equal to fifty percent (50%) of the amount of Base Rent that Tenant would have owed to Landlord under the Lease, as amended, between the date of such early termination or election not to renew, as the case may be, and February 28, 2037.

c) *25% Termination Fee.* If at any time after February 28, 2037 and prior to February 28, 2051: (a) Tenant exercises any of Tenant's rights to terminate the Lease; or (b) Tenant elects not to renew the Lease, Tenant shall pay a termination fee ("25% Termination Fee") equal to twenty-five percent (25%) of the amount of Base Rent that Tenant would have owed to Landlord under the Lease, as amended, between the date of such early termination or election not to renew, as the case may be, and February 28, 2051.

d) The Initial Termination Fee, 50% Termination Fee and 25% Termination Fee (collectively referred to as the "Termination Fee") will be due and payable in the same manner and on the same dates as the Base Rent set forth in the Lease. For illustrative purposes only, the Termination Fee is attached hereto as Exhibit B. Notwithstanding the foregoing, Tenant will be released from any and all of its obligations under the Lease as of the effective date of such termination and shall not be required to pay the Termination Fee if Tenant terminates the Lease due to a Landlord default.

12. Notice to Subtenant. In the event either party exercises its termination rights pursuant to Sections 10 and 11 of this Fifth Amendment, Tenant shall notify any subtenants located on the Premises of such termination.

13. Structural Analysis. Tenant shall maintain the tower in a safe and structurally sound manner throughout the Lease Term. Once every five (5) years, Landlord may submit a written request to Tenant for a copy of the stamped page of a structural analysis performed by a third-party within five (5) years of Landlord's request pertaining to the structural soundness of Tenant's tower ("Structural Analysis"), and Tenant shall provide the stamped page to Landlord within sixty (60) days after Tenant's receipt of such written request. Tenant shall provide to Landlord the most recent Structural Analysis within sixty (60) days of the full execution of this Fifth Amendment.

14. Landlord's Collocation Rights. Attachment C to the Original Lease is hereby deleted in its entirety. Section VI of the Original Lease is hereby deleted in its entirety and the following is inserted in its place:

During the term of this Lease, Landlord shall have the right to collocate up to five (5) antennas and related wireless communications equipment ("Landlord's Equipment") at Tenant's wireless communications facility (the "Facility") located upon the Premises solely for Landlord's use in connection with landscape communications, traffic signal communications, police, fire, rescue, SCADA and emergency broadcasting systems if space is available and subject to the provisions of this Section. In no event shall Landlord's Equipment exceed one hundred sixty (160) square feet of ground space (the "Reserved Ground Space") within the Premises as shown in Exhibit A-1 attached hereto. Landlord's written request shall be submitted to Tenant along with the information usually required by Tenant (the "Collocation Request"). Tenant, in its reasonable discretion, shall determine the availability of space at the Facility for Landlord's Equipment and send Landlord written notice regarding such availability. If Tenant determines the proposed location of Landlord's Equipment is not reasonably feasible, the parties agree to meet and confer in good faith to determine an alternate configuration to accommodate Landlord's Equipment. If Landlord exercises its right to collocate pursuant to this Section, Landlord shall execute and deliver to Tenant the Tower License Agreement template in use at that time. Landlord and Tenant agree to expeditiously execute said Tower License Agreement in the form presented. Tenant agrees that Landlord shall be entitled to utilize the Facility without paying a Basic Monthly Consideration as defined in the Tower License Agreement. In the event Tenant desires to collocate a Future Subtenant within the Reserved Ground Space, Tenant will request Landlord's consent and Landlord shall, in writing, elect to either (i) approve such request, in which case Landlord shall relinquish its rights to use the Reserved Ground Space during the Lease Term, or (ii) deny such request. If Landlord fails to execute and return such written approval or denial to Tenant

within thirty (30) days from the date of Tenant's written request, then Landlord's approval shall be deemed approved.

15. Tower Ownership. On the expiration or earlier termination of the Lease, the Landlord may purchase the tower, at a price mutually agreed upon by Tenant and Landlord based on appraised fair market value, upon Tenant's prior written approval, which approval may be withheld at Tenant's sole discretion. If Landlord purchases the tower, Landlord shall execute and deliver to Tenant the Bill of Sale template in use by Tenant at that time and Tenant shall notify any subtenants located on the Premises of Landlord's ownership of the tower. Landlord and Tenant agree to expeditiously execute said Bill of Sale in the form presented prior to the date of expiration or earlier termination. If Landlord does not elect to purchase the tower, Tenant shall (i) remove the tower and all equipment to a depth of three (3) feet, excluding conduits and footings, unless Landlord provides written notice to Tenant prior to expiration or upon termination to remove the tower and all equipment in accordance with Section XVII of the Lease, and (ii) restore the Premises in accordance with Section XVI of the Lease.

16. Condemnation. If Landlord receives written or other notice of a proposed taking by eminent domain of any part of the parcel of land upon which the Premises and/or easements are situated, Landlord will notify Tenant of the proposed taking within five (5) days of receiving said notice and Tenant will have the option to: (i) declare the Lease null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Premises and/or easements that will not be taken, in which event there shall be an equitable adjustment in Base Rent on account of the portion of the Premises and/or easements so taken. With either option, Tenant shall have the right to contest the taking and directly pursue an award.

17. Governmental Approvals. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings,

antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

18. Ratification.

a) Landlord and Tenant agree that Tenant is the current tenant under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between Landlord and Tenant with respect to the Premises.

b) Landlord agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Fifth Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Fifth Amendment.

c) Landlord represents and warrants that Landlord is duly authorized and has the full power, right and authority to enter into this Fifth Amendment and to perform all of its obligations under the Lease as amended.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of the Property on which communications facilities or other Tenant improvements exist on the date of this Fifth Amendment.

19. Notices. Tenant's notice address as stated in Section XIX of the Lease is amended as follows:

If to Tenant: Crown Atlantic Company LLC
c/o Crown Castle USA Inc.
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

20. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Fifth Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Fifth Amendment.

21. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event

of any conflict or inconsistency between the terms of this Fifth Amendment and the Lease, the terms of this Fifth Amendment shall control. This Fifth Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Execution Pages Follow]

This Fifth Amendment is executed by Landlord as of the date first written above.

LANDLORD:
CITY OF PEORIA,
an Arizona municipal corporation

By: _____
Print Name: _____
Print Title: _____

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney
City of Peoria

ATTESTED BY:

Rhonda Geriminsky, City Clerk
City of Peoria

[Tenant Execution Page Follows]

This Fifth Amendment is executed by Tenant as of the date first written above.

TENANT:
CROWN ATLANTIC COMPANY LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____

Exhibit A-1
Premises

PARENT PARCEL

KNOWN AS BEING PARCEL A AND PARCEL 4, AS SHOWN ON THE MAP TO CREATE PARCELS FOR THE CITY OF PEORIA, BEING A PORTION OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, RECORDED MAY 7, 1998 IN BOOK 469, PAGE 11 OF OFFICIAL RECORDS OF MARICOPA COUNTY.

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PEORIA, A MUNICIPAL CORPORATION, BY QUIT-CLAIM DEED RECORDED AS DOCKET 13642, PAGE 1029, BY WARRANTY DEED RECORDED AS DOCUMENT NO. 85-298924, BY WARRANTY DEED RECORDED AS DOCUMENT NO. 93-0371354, BY WARRANTY DEED RECORDED AS DOCUMENT NO. 93-0371355 AND BY WARRANTY DEED RECORDED AS DOCUMENT NO. 94-795842 ALL OF THE MARICOPA COUNTY RECORDS.

APN: 200-53-003H, 200-53-036E, 200-53-036F AND 200-53-036G

PREMISES

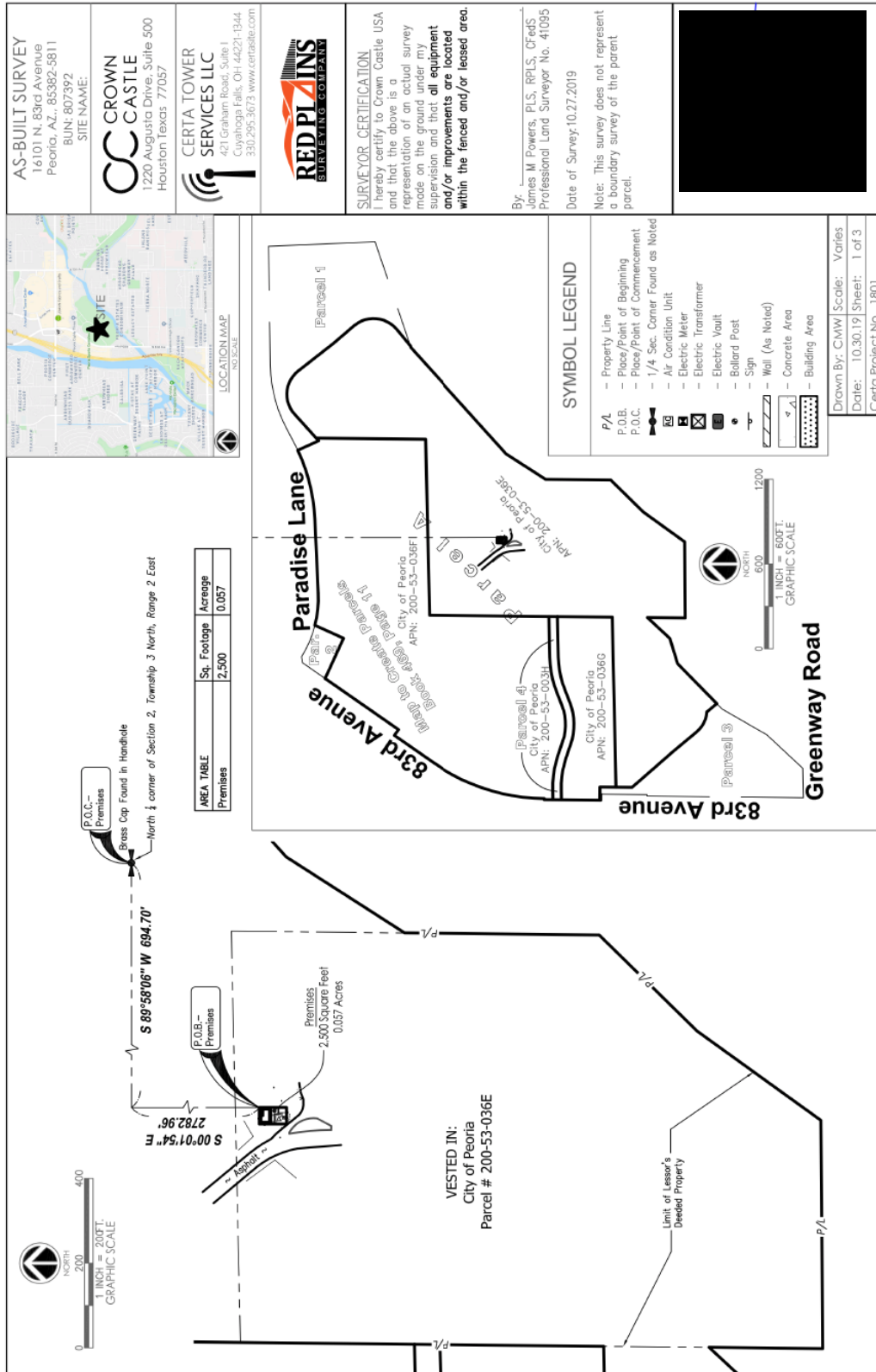
SITUATED IN THE CITY OF PEORIA, COUNTY OF MARICOPA, AND STATE OF ARIZONA. KNOWN AS BEING A PART OF EAST 1/2 OF THE WEST 1/2 OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, AND BEING A 2,500 SQUARE FOOT PREMISES OVER AND UPON A PARCEL OF LAND NOW OR FORMERLY CONVEYED TO CITY OF PEORIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

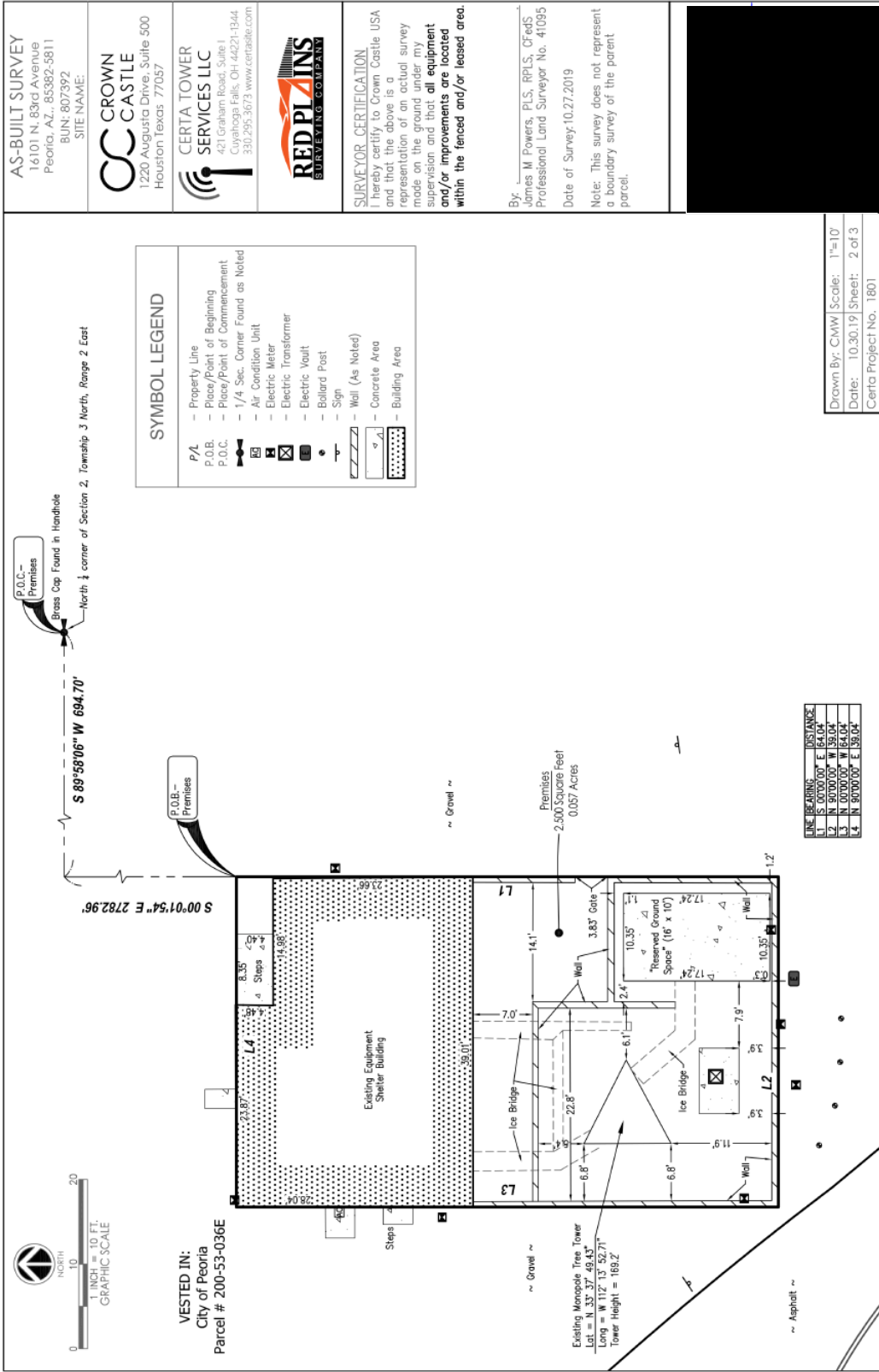
COMMENCING AT A BRASS CAP FOUND IN A HANDHOLE AT THE NORTH 1/4 CORNER OF SECTION 2, THENCE SOUTH 89°58'06" WEST A DISTANCE OF 694.70 FEET; THENCE SOUTH 00°01'54" EAST A DISTANCE OF 2782.96 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST A DISTANCE OF 64.04 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 39.04 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 64.04 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 39.04 FEET TO THE POINT OF BEGINNING;

THE PREMISES CONTAINS 0.057 ACRES, OR 2,500 SQUARE FEET, OF LAND.

[Survey Follows]





PARENT PARCEL DESCRIPTION (AS PROVIDED) Shown as being Parcel A and Parcel 4, as shown on the Map to Create Section 16, Township 14 North, Range 14 East, Meridian, Maricopa County, Arizona, recorded May 7, 1998 in Book 469, Page 11 of Official Records of Maricopa County. Being the same property conveyed to the City of Peoria, a municipal corporation, by Quit-Claim Deed recorded as Docket 13642, Page 1029, by Warranty Deed recorded as Document No. 85-298924, by Warranty Deed recorded as Document No. 93-0371354, by Warranty Deed recorded as Document No. 93-0371355 and by Warranty Deed recorded as Document No. 94-795842 all of the Maricopa County Records. APN: 200-53-0034, 200-53-036E, 200-53-036F and 200-53-036G	AS-BUILT SURVEY 16101 N. 83rd Avenue Peoria, AZ. 85382-5811 BUN: 807392 SITE NAME: CROWN CASTLE 1220 Augusta Drive, Suite 500 Houston Texas 77057 CERTA TOWER SERVICES LLC 421 Graham Road, Suite 1 Cuyahoga Falls, OH 44221-1344 330.295.3673 www.certaaz.com RED PLAINS SURVEYING COMPANY SURVEYOR CERTIFICATION I hereby certify to Crown Castle USA and that the above is a representation of an actual survey made on the ground under my supervision and that all equipment and/or improvements are located within the fenced and/or leased area. By: _____ James M Powers, PLS, RPLS, Creds Professional Land Surveyor No. 41095 Date of Survey: 10.27.2019 Note: This survey does not represent a boundary survey of the parent parcel.
PREMISES (AS CREATED BY THIS OFFICE) Situated in the City of Peoria, County of Maricopa, and State of Arizona. Known as being a part of East 1 1/2 of the West 1/2 of Section 16, Township 14 North, Range 14 East, Meridian, Maricopa County, Arizona, containing 2.50 acres, more or less. Premises over and upon a parcel of land now or formerly conveyed to City of Peoria and being more particularly described as follows: COMMENCING at a Brass Cap found in a Handhole at the North 1/4 corner of Section 2, thence South 89°38'08" West a distance of 694.70 feet; thence South 0°07'54" East a distance of 2782.96 feet to the POINT OF BEGINNING; Thence South 0°07'00" East a distance of 64.04 feet; thence North 90°00'00" West a distance of 39.04 feet; thence North 0°00'00" West a distance of 64.04 feet; thence North 90°00'00" East a distance of 39.04 feet to the POINT OF BEGINNING. The Premises contains 0.057 acres, or 2,500 square feet, of land.	
SURVEYOR'S NOTES: 1. The basis for all bearings shown hereon is the State of Arizona Grid, Central Zone, NAD 83 (2011). 2. There are no propane tanks or generators within the lower compound. 3. All equipment and/or improvements are located within the fenced and/or leased area. 4. No Zoning information available online at the time of the survey. FLOOD ZONE By coded map location and graphic plotting only, the subject property appears to lie entirely in Zone X, which is defined to be outside the 0.2% annual chance floodplain, according to the Flood Insurance Rate Map for the County of Maricopa, Community Panel No. 04013C12654, Effective Date 10.16.2013. ENCROACHMENTS At the time of survey there were no visible encroachments onto or beyond the subject property.	
Drawn By: CWM Scale: N/A Date: 10.30.19 Sheet: 3 of 3 Certa Project No. 1801	

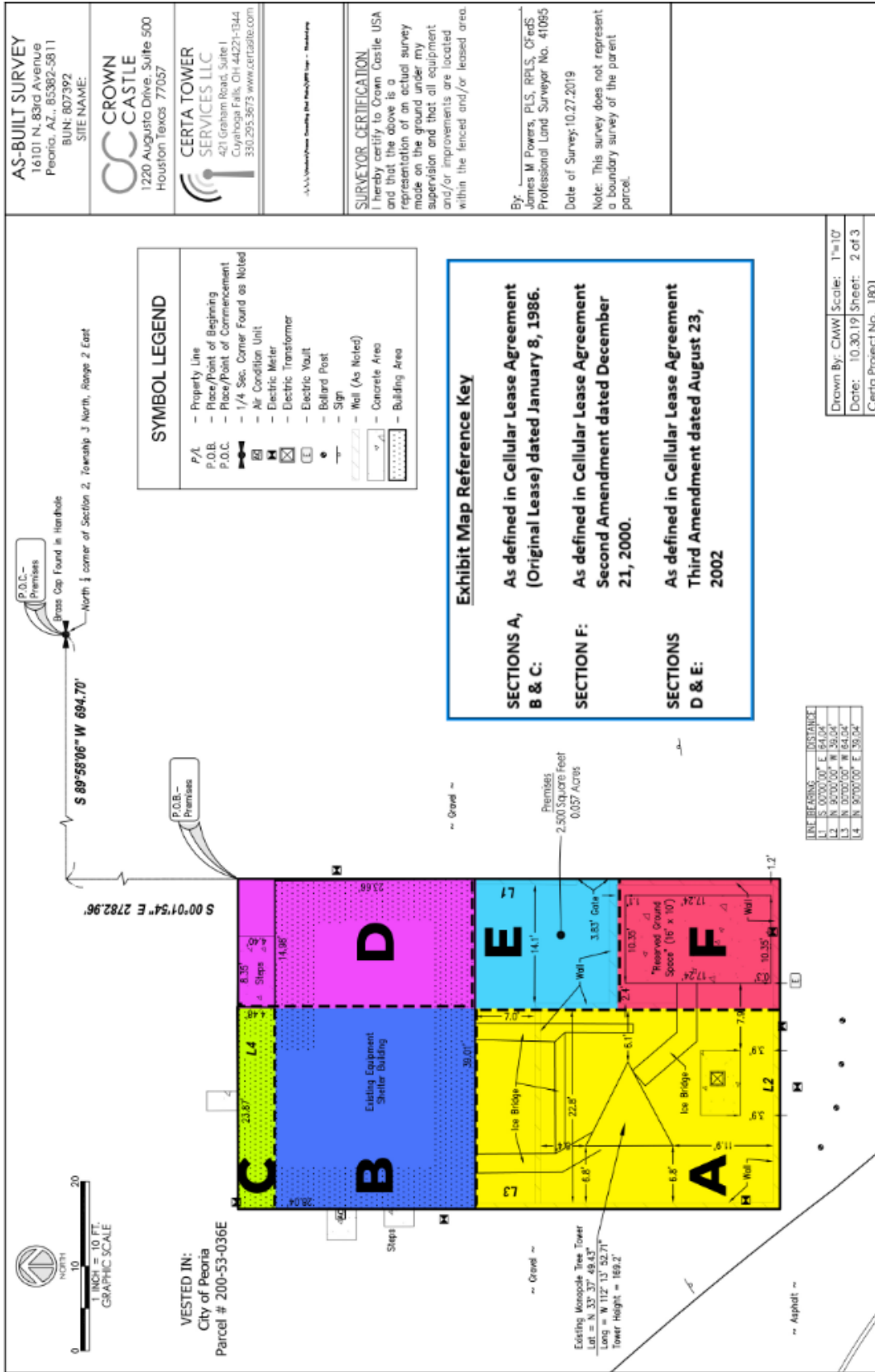










Exhibit B
Termination Fee
(for illustrative purposes only)

<u>Payment Date</u>	<u>Base Rent</u>	<u>Rent Guarantee</u>
3/1/2021	\$ 48,000	\$240,000
3/1/2022	\$ 48,000	
3/1/2023	\$ 48,000	
3/1/2024	\$ 48,000	
3/1/2025	\$ 48,000	
3/1/2026	\$ 48,000	\$264,000
3/1/2027	\$ 48,000	
3/1/2028	\$ 48,000	
3/1/2029	\$ 48,000	
3/1/2030	\$ 48,000	
3/1/2031	\$ 48,000	
3/1/2032	\$ 48,000	
3/1/2033	\$ 48,000	
3/1/2034	\$ 48,000	
3/1/2035	\$ 48,000	
3/1/2036	\$ 48,000	
3/1/2037	\$ 48,000	\$168,000
3/1/2038	\$ 48,000	
3/1/2039	\$ 48,000	
3/1/2040	\$ 48,000	
3/1/2041	\$ 48,000	
3/1/2042	\$ 48,000	
3/1/2043	\$ 48,000	
3/1/2044	\$ 48,000	
3/1/2045	\$ 48,000	
3/1/2046	\$ 48,000	
3/1/2047	\$ 48,000	
3/1/2048	\$ 48,000	
3/1/2049	\$ 48,000	
3/1/2050	\$ 48,000	

WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

A.P.N. 200-53-003H, 200-53-036E, 200-53-036F AND 200-53-036G

MEMORANDUM OF FIFTH AMENDMENT TO
CELLULAR SITE LEASE AGREEMENT

This Memorandum of Fifth Amendment to Cellular Site Lease Agreement is made effective this ____ day of _____, 20__ by and between CITY OF PEORIA, an Arizona municipal corporation, with a mailing address of 8401 West Monroe Street, Room 150, Peoria, Arizona 85345 ("Landlord") and CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Tenant").

1. Landlord and Metro Mobile CTS of Phoenix, Inc., an Arizona corporation ("Original Tenant") entered into a Cellular Site Lease Agreement dated January 8, 1986 ("Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Maricopa County, Arizona from Landlord (the "Premises"), all located within certain real property owned by Landlord (the "Property"). The Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Lease was amended by that certain First Amendment to Cellular Site Lease Agreement dated October 1, 1998 ("First Amendment"), by that certain Second Amendment to Cellular Site Lease Agreement dated December 21, 2000, by that certain Third Amendment to

Cellular Site Lease Agreement dated August 23, 2002, and by that certain Fourth Amendment to Cellular Site Lease Agreement dated May 1, 2008 (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”).

3. Crown Atlantic Company LLC is currently the tenant under the Lease as ultimate successor in interest to the Original Tenant.

4. The Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

5. The Lease had an initial term that commenced on January 14, 1986 and expired on February 28, 1991. The Original Lease provides for three (3) extensions of five (5) years each and the First Amendment provides for three (3) additional extensions of five (5) years each (each extension is referred to as a “Renewal Term”), all of which were exercised by Tenant. According to the Lease, the final Renewal Term expires on February 28, 2021.

6. Landlord and Tenant have entered into a Fifth Amendment to Cellular Site Lease Agreement (the “Fifth Amendment”), of which this is a Memorandum, providing for six (6) additional Renewal Terms of five (5) years each. Pursuant to the Fifth Amendment, the final Renewal Term expires on February 28, 2051.

7. By the Fifth Amendment, the Premises was expanded to two thousand five hundred (2,500) square feet. Additional details of the foregoing expansion are set forth in the Fifth Amendment.

8. If requested by Tenant, Landlord will execute, at Tenant’s sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant’s absolute discretion to utilize the Premises for the purpose of constructing, maintaining

and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

9. In the event of any inconsistency between this Memorandum and the Fifth Amendment, the Fifth Amendment shall control.

10. The terms, covenants and provisions of the Fifth Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

11. This Memorandum does not contain the social security number of any person.

12. A copy of the Fifth Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:
CITY OF PEORIA,
an Arizona municipal corporation

By: _____
Print Name: _____
Print Title: _____

NOTARIAL ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20____, before me, _____,
Notary Public, personally appeared _____,
_____ of **CITY OF PEORIA**, an Arizona municipal corporation, whose
identity was proven to me on the basis of satisfactory evidence to be the person who he or she
claims to be, and acknowledged that he or she signed the above document.

(Notary Seal)

Signature of Notary Public

[Tenant Execution Page Follows]

TENANT:
CROWN ATLANTIC COMPANY LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **CROWN ATLANTIC COMPANY LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A
(Legal Description of the Property)

PARENT PARCEL

KNOWN AS BEING PARCEL A AND PARCEL 4, AS SHOWN ON THE MAP TO CREATE PARCELS FOR THE CITY OF PEORIA, BEING A PORTION OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, RECORDED MAY 7, 1998 IN BOOK 469, PAGE 11 OF OFFICIAL RECORDS OF MARICOPA COUNTY.

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PEORIA, A MUNICIPAL CORPORATION, BY QUIT-CLAIM DEED RECORDED AS DOCKET 13642, PAGE 1029, BY WARRANTY DEED RECORDED AS DOCUMENT NO. 85-298924, BY WARRANTY DEED RECORDED AS DOCUMENT NO. 93-0371354, BY WARRANTY DEED RECORDED AS DOCUMENT NO. 93-0371355 AND BY WARRANTY DEED RECORDED AS DOCUMENT NO. 94-795842 ALL OF THE MARICOPA COUNTY RECORDS.

APN: 200-53-003H, 200-53-036E, 200-53-036F AND 200-53-036G

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14C.

Date Prepared: 1/9/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Christine Nickel, Human Resources Director
SUBJECT: Citizens Commission on Salaries for Elected City Officials

Purpose:

Discussion and possible action to accept or reject the recommendation made by the Citizens Commission on Salaries for Elected City Officials to increase the Mayor and Council salaries by five percent (5%) effective January 1, 2021.

Summary:

The Citizens Commission on Salaries for Elected City Officials ("Commission") was established by the City Charter change approved by the voters at the Primary Election held in March 1997. The Commission's responsibilities are to meet, review data, and then make recommendations to the City Council of any possible changes to the voter-approved salary for the Mayor and City Council. The Commission is required to make their recommendations every two years. The City Council, by Charter, must either accept or reject the Commission's recommendations.

The Commission may make recommendations to the City Council as follows:

1. To recommend a 5.1 percent or less increase or decrease to existing salaries for Mayor and Council, which City Council may accept or reject by majority vote.
2. To recommend exceeding a 5.1 percent increase or decrease to existing salaries for Mayor and Council, which, if accepted by City Council, would require a resolution to be prepared to refer the matter to the voters.

Previous Actions/Background:

The Commission recommended and Council approved increasing the Mayor and Council salaries by five percent (5.0%), which went into effect January 2019.

Options:

A: Accept the Commission's recommendation to increase Mayor and Council salaries by five percent (5.0%).

B: Reject the Commission's recommendation to increase Mayor and Council salaries by five percent (5.0%). If rejected by City Council, the Commission's recommendation process does not occur again for two years.

Staff Recommendation:

This is a request for the City Council to accept the Commission's recommendation to increase Mayor and Council salaries by five percent (5.0%).

Fiscal Analysis:

Accepting the recommendation of the Citizens Commission on Salaries for Elected City Officials would increase the FY 21 and FY 22 Mayor and Council Personnel Services budget.

Annual Salaries	Current	Percentage Below Market Average	With 5.0% Increase
Mayor	\$34,550	-24%	\$36,278
City Council	\$23,033	-9%	\$24,185

ATTACHMENTS:

Report and Recommendations

Contact Name and Number:

Christine Nickel, (623) 773-7101

**REPORT AND RECOMMENDATIONS
TO THE MAYOR AND CITY COUNCIL
CITY OF PEORIA, AZ**

**Submitted by
CITIZENS COMMISSION ON SALARIES
FOR ELECTED CITY OFFICIALS**

February 04, 2020

SUMMARY OF COMMISSION DISCUSSION AND REPORT:

The Citizens Commission on Salaries for Elected City Officials met on February 04, 2020. The Commission reviewed documents prepared by City Staff including Salary Survey Benchmark Comparisons for Valley cities and towns and employee pay increases/decreases. The Peoria City Charter prescribes that salary recommendations be presented to the City Council every two years.

The Citizens Commission on Salaries for Elected City Officials, therefore, as required by the Charter of the City of Peoria, Arizona, hereby submits this Report and Recommendation for the salaries for Mayor and City Council of the City of Peoria, Arizona to the Office of the City Clerk.

The Citizens Commission on Salaries for Elected City Officials further requests that the City Clerk herewith comply with the requirements of said Charter, and submit the Report and Recommendations to the City Council for discussion and possible action.

RECOMMENDATION:

The Citizens Commission on Salaries for Elected City Officials reports to the City Council a recommendation of five percent (5%) increase for Mayor and Council for 2021 through 2022. The Commission requested the City consider changing the salary review to an annual cycle.

BACKGROUND:

In 1997, the Electors of the City of Peoria approved an amendment to the Charter of the City of Peoria that mandated the establishment of a five-member Citizens Commission on Salaries for Elected City Officials.

The current commission members are:

George Johnson, Chairman
David Eberhart, Christina Huff, Monika Masciangelo

BACKGROUND: (continued)

By Charter, the Commission is required to provide recommendations to the City Council every two years for any possible changes to the salary of the Mayor and City Council. The City Clerk is required to place the Commission's recommendations on a City Council agenda, and the City Council is required by the Charter to either accept or reject the Commission's recommendations.

The Charter sets forth very specific requirements that the Commission must follow regarding their responsibilities and recommendations. One of the requirements is that the Commission's recommendations for any salary adjustment must be filed with the City Clerk a minimum of 150 days prior to the Primary Election.

The Commission on Salaries for Elected City Officials makes recommendations in regards to salaries for the Mayor and City Council:

1. To increase or decrease the existing salary of the Mayor and City Council by an amount less than 5.1 percent.

* The Council, by majority vote, may accept or reject the Commission's recommendations of an amount less than 5.1 percent without having the salary adjustment recommendation placed on the City's August 04, 2020 Primary Election Ballot.

2. To increase or decrease the existing salary for the Mayor and City Council by an amount of 5.1 percent or greater.

* The Council, by majority vote, may accept or reject the Commission's recommendation to exceed 5.1 percent by the approval or denial and by resolution directing that the City Clerk place the issue on the August 04, 2020 Primary Election Ballot.

If the City Council, by majority vote, rejects the recommendations of the Commissions, the salary of the Mayor and Council remains the same, and the Commission's recommendation process does not occur again for two years.

Respectfully submitted this 4th day February, 2020.


George Johnson, Chairman
Citizens Commission on Salaries for Elected City Officials

Attachments: 2020 Elected Officials Salary Survey Benchmark Comparisons
Employee Pay Increases/Decreases Handout

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15C.

Date Prepared: 9/9/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
FROM: Christine Nickel, Human Resources Director
SUBJECT: Exemption Request, Requirement to Post Security for Self Insured Workers' Compensation Claims

Purpose:

Discussion and possible action to authorize the execution of documents necessary to certify the City of Peoria exemption from the Industrial Commission of Arizona requirements to post security for self-insured Workers' Compensation claims.

Summary:

The Industrial Commission of Arizona (ICA) exempts public entities from posting financial security for claims liability provided the governing body provides a statement to the ICA at the beginning of each year certifying the availability of adequate funds to pay for workers' compensation claims. By providing a certified statement, the City of Peoria will meet the requirements imposed by the ICA as it relates to establishing a self-insured workers' compensation plan.

Once City Council approves the certification that the City of Peoria, a chartered Arizona Municipality and duly qualified Workers' Compensation self-insurer, requests exemption from the Industrial Commission of Arizona's (ICA) requirement to post security for pending self-insurance claims and necessary signatures are obtained, these documents will be returned to the Human Resources Department and routed through the City Clerk. The final approved documents will be submitted to the ICA.

Previous Actions/Background:

Previous requests for exemption were also processed on 7/1/2009, 7/1/2010, 1/1/2011, 1/1/2013, 12/10/2013, 1/20/2015, 1/19/2016, 1/24/2017, 12/12/2017, 12/4/2018 and 11/12/2019.

Options:

A: The Mayor and City Council sign the attached letter certifying the City of Peoria, a chartered Arizona Municipality and duly qualified Arizona Workers' Compensation self-insurer, requests the Industrial Commission of Arizona (ICA) exemption from the requirements to post security for

pending self-insured workers' compensation claims.

B: If this request is not approved and signed, the City will have to purchase a bond (cost of bond is unknown).

Staff Recommendation:

This is a request for City Council to review and approve certification that the City of Peoria, a chartered Arizona Municipality and duly qualified Workers' Compensation self-insurer, is exempt from the Industrial Commission of Arizona's (ICA) requirement to post security for pending self-insurance claims.

Fiscal Analysis:

N/A

ATTACHMENTS:

Request Letter for Exemption unsigned

Contact Name and Number:

Christine Nickel, (623) 773-7101



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

I, the undersigned, Rhonda Geriminsky, being the duly appointed, qualified and acting City Clerk of Peoria, County of Maricopa, within the State of Arizona, do hereby certify and attest that the attached is the original Request for Exemption from Requirement to Post Statutory Deposit for the City of Peoria Self-Insured Workers' Compensation in accordance with the Arizona Administrative Code and for its Self-Insured Workers Compensation program, has been duly approved and signed by the Peoria Mayor and City Council on November 10, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Peoria to be affixed hereunto this ____ day of November, 20__.

Rhonda Geriminsky, City Clerk

Request for Exemption from Requirement to Post Statutory Deposit

Pursuant to the Arizona Administrative Code subsection R20-5-1114 (A & B), this document constitutes a certified statement from the City of Peoria, a chartered Arizona municipality), duly qualified and authorized Arizona Workers Compensation self-insurer.

The City of Peoria hereby requests the Industrial Commission of Arizona (ICA) approve an alternate (exemption) from the posting of a statutory deposit, of which the current approved types are as follows: Letter of credit; a surety bond; U.S. Treasury notes or establishing a local government investment pool (LGIP) account. This request is made in accordance with A.A.C § R20-5-1114 and shall cover the City of Peoria's unpaid Workers Compensation claims liability, as outlined in the foregoing statement.

The City of Peoria, Arizona States:

- 1) The City of Peoria has established a self insurance trust pursuant to A.R.S. § 11-981 (A-F) and the A.A.C.R20-5-114.
- 2) The City of Peoria shall conduct an actuary report on an annual basis. The confidence level shall be no less than fifty-five percent. The discount for investments shall be no more than 3.0% annually.
- 3) The risk management fund and/or workers compensation trust is sufficient to cover actuarial liabilities for workers compensation' as determined by the self insurer in accordance with Government Accounting Standards Board Statement #10 (replaced by GASB No. 30); and
- 4) The City of Peoria provides funding to the risk management fund and/or trust established pursuant to A.R.S. § 11-981 (A-F) each year. The amount in the internal service fund held for workers' compensation purposes within the trust is sufficient to cover actuarial liabilities for workers compensation claims as determined by the self-insurer's actuary in accordance with Government Accounting Standards Board Statement #10 (replaced by GASB No. 30), as well as workers' compensation reserves multiplied by 125% pursuant to the A.A.C.
- 5) The City of Peoria's governing body, or designate, shall immediately notify the ICA and provide security as provided by and in this Article, if the governing body, or designate, learns that the risk management internal service fund and/or trust has insufficient funds to cover all workers compensation liabilities of The City of Peoria.
- 6) Pursuant to items 1 through 4, The City of Peoria meets the conditions required under A.R.S. § 11-981 (A-F) and the Arizona Administrative Code, subsection R20-5-1114 (A&B).
- 7) The signatures below represent a majority of the governing body (Council/Board) members.

[illegible]

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FROM:

Vanessa P. Hickman, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 16C.

Date Prepared: 10/26/2020

Council Meeting Date: 11/10/2020

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, Lake Pleasant Parkway Rehabilitation and Pavement Preservation

Purpose:

Discussion and possible action to approve an individual job order contract with Nesbitt Contracting Co. for Lake Pleasant Parkway Mill and Overlay; Beardsley Road north to 95th Avenue for the total amount of \$1,890,500 pursuant to Job Order Contract, ACON01717 for Pavement Maintenance and Repair Services.

Summary:

Pursuant to its Pavement Management Program, the Public Works Department, Streets Division has completed an evaluation and determined that Lake Pleasant Parkway, from Beardsley Road north to 95th Avenue, is a priority for pavement rehabilitation in accordance with our Pavement Management Program. The work will accomplish repair and restoration to excellent condition and extend its functional lifecycle in the best possible condition within our allocated budgets: Capital Improvement Programs (CIP PW13000 & CIP PW00138).

The Streets Division, through its contractor, plans to remove the damaged asphalt surface and replace it with new, high volume asphalt concrete. This “mill and overlay” project will provide a smoother riding surface, reduce ongoing maintenance costs and increase the pavement lifecycle. These improvements include repair and replacement of damaged concrete assets and improvement of ramps for ADA compliance. With this paving work, a modified striping plan including bike lanes (as coordinated with Traffic Engineering) will be placed.

The total amount for this pavement rehabilitation project is \$1,890,500. Funding for the project was allocated in the FY2021 Capital Budget.

Previous Actions/Background:

No previous actions are related to this project.

Options:

A : Council could act to approve expenditures in an amount not to exceed \$1,890,500 to contractor, Nesbitt Contracting Co., Inc. and the project will proceed this fall.

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 Lake Pleasant Parkway, from Beardsley Road, north to 95th Avenue pursuant to the Public Works, Streets Division's Pavement Management Program.

Fiscal Analysis:

Funds are available for this project from account CIPST PW13000 & PW00138.

ATTACHMENTS:

Lake Pleasant Pkwy Map

Contact Name and Number:

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



Peoria Public Works Maintenance Fiscal Year 2021 Projects Lake Pleasant Parkway

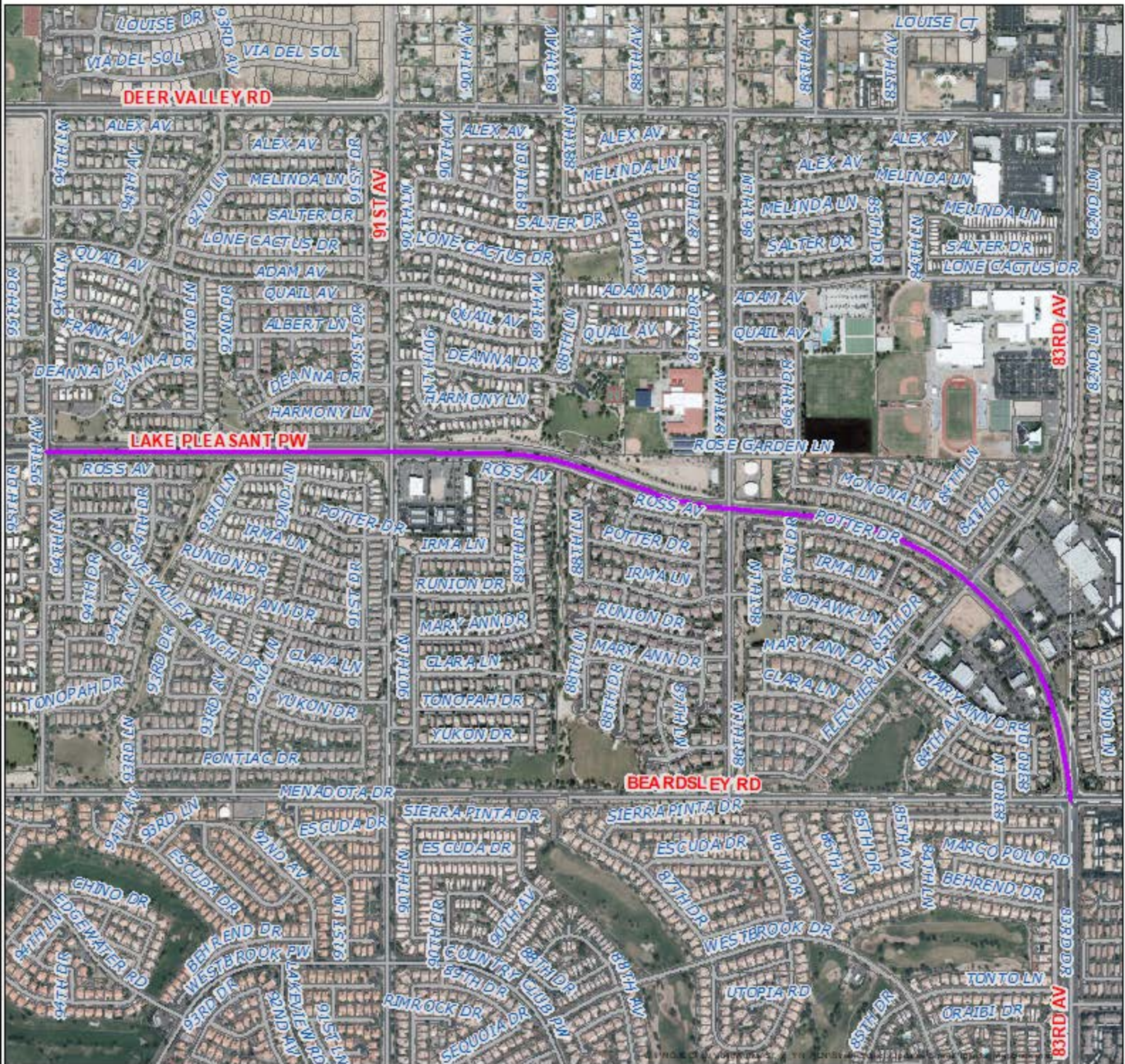


— Mill & Overlay



Scale 1:12,608

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



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17C.

Date Prepared: 10/15/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Kevin Burke, Public Works Director

SUBJECT: Budget Expenditure, Roof Replacement, Peoria Center for the Performing Arts

Purpose:

Discussion and possible action to approve a budget expenditure in the amount of \$141,000 from the Roof Replacement project for the replacement of the deteriorated single ply flat roof portion of the Peoria Center for the Performing Arts building.

Summary:

In FY2020 Capital Improvement Program, the Roof Replacement project (PW00150) was funded for \$350,000 to replace the roof of the Information and Technology (IT) building. The City was able to reuse approximately 70% of the existing IT roofing material, and repurpose roofing tile from the Main Library project two years ago. The savings generated from the Library and the IT roof replacement projects in FY20 totaled approximately \$225,000.

The Peoria Center for the Performing Arts building was constructed in 2006. The flat roof portion of the facility is approaching its maximum life expectancy of 15 years and over the last several years, leaks have been identified and repaired on a consistent basis after each rainfall. As a result, it is in need of replacement.

Due to the significant savings and the immediate need to replace the roof of the Peoria Center for the Performing Arts, it is practical to complete the work now as part of the Roof Replacement project.

Previous Actions/Background:

The Peoria Center for the Performing Arts was constructed in 2006.

Options:

A: Approve the budget expenditure in the amount of \$141,000, to replace the flat portion of the roof for the Peoria Center for the Performing Arts.

B: Deny the budget expenditure in the amount of \$141,000 to replace the flat portion of the roof at the Peoria Center for the Performing Arts.

Staff Recommendation:

Staff recommends that the Mayor and Council approve the budget expenditure in the amount of \$141,000 to replace the roof at the Peoria Center for the Performing Arts from the Roof Replacement project (4254-4254-540500-CIPOF-PW00150).

Fiscal Analysis:

There is funding available in the Roof Replacement project in the FY2021 Capital Improvement Program.

Contact Name and Number:

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

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 18C.

Date Prepared: 10/27/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Scott Whyte, Real Estate Development Officer
SUBJECT: Property Acquisition, 8314 West Jefferson Street

Purpose:

Discussion and possible action to: (a) authorize the acquisition of a 7,000 square foot property located in Old Town at 8314 West Jefferson Street; and (b) approve a budget expenditure in the amount of \$77,200 from the Old Town Parcel Assembly & Tenant Improvements project.

Summary:

The City Council adopted the Economic Development Implementation Strategy (EDIS), which identifies Old Town Peoria as a key investment zone for facilitating economic development activities. Additionally, The Real Estate Development Office, working in collaboration with key city departments and stakeholders, has created a development concept for the revitalization of Old Town in order to become more competitive in attracting businesses and investment.

To that end, the city has engaged in negotiations for the acquisition of multiple properties in Old Town, including one located at 8314 W. Jefferson Street (APN 142-41-034 see attached Exhibits 1 & 2). The appraised value of the property is \$70,000. Following negotiations with the property owner, the city has extended an offer to purchase the property for appraised value, plus 5% (\$3,500), plus customary closing costs of \$3,000, for a total purchase price \$76,500. The property owner has agreed to sell the property and execute a Real Estate Purchase and Sale Agreement (attached Exhibit 3). Upon City Council approval of this land purchase, staff will work with the seller to finalize the sale for a projected close of escrow in December 2020.

The title reports did not reveal any issues with the properties; however, the phase 1 environmental assessment determined potential vapor migration from the former dry cleaning operation across 83rd Avenue that may require additional remediation efforts on-site based on the ultimate use of the properties. Soil vapor samples showed levels of tetrachloroethylene (PCE) and trichloroethylene (TCE) concentrations exceeded their respective Vapor Intrusion Screening Level (VISL), which calculated screening levels for commercial and residential purposes to compare to laboratory results. Due to the Site's close proximity to the former dry cleaner property, it is likely the vapor has migrated beneath the site. In addition, multiple utility lines extend under the alleyway north of the Site, including a Southwest Gas pipeline and

sanitary sewer and water pipes, providing a corridor for soil vapor impacted by TCE and PCE to migrate to the Site. The assessment recommended additional assessment prior to redevelopment of the site.

Previous Actions/Background:

- Staff commissioned a Phase I Environmental Report in September 2020
- City Council was presented with the outcome of a property appraisal and approved staff to pursue a Purchase and Sale Agreement for appraised value, plus 5% and customary closing costs at the September 8, 2020 Executive Session
- Staff commissioned an appraisal in May 2020 and title report in August 2020 for the subject property located at 8314 W. Jefferson Street

Options:

A: Approve this property acquisition and the budget expenditure in the amount of \$77,200 from the Old Town Assembly and Tenant Improvements project

B: Deny the acquisition of this property. This action will terminate acquisition of this site.

Staff Recommendation:

Staff recommends that the Mayor and City Council authorize the acquisition of the property described in the attached Agreement. Once the Purchase and Sale Agreement is complete, authorize the City Manager to sign any documents necessary to complete the acquisition.

Staff recommends authorization of a \$77,200 budget expenditure from the Old Town Assembly and Tenant Improvements (1210-0350-CIPOT-541003-ED00024) project to cover the property acquisition cost of \$73,500, plus customary closing costs of \$3,000, and \$700 for six months of landscaping and maintenance costs. In addition, authorize the addition of \$1,400 to the FY2021 budget as an ongoing expense in the Half Cent Sales Tax fund.

Fiscal Analysis:

There is funding available in the Old town Assembly and Tenant Improvements project in the FY2021 Capital Improvement Program to cover the total acquisition cost of \$77,200.

The on-going annual contract cost to include landscaping and maintenance is estimated at \$1,400/year and will be added to the FY2021 budget as an ongoing operational expense in the Half Cent Sales Tax fund.

ATTACHMENTS:

Exhibit 1: Vicinity Map

Exhibit 2: Location Map

Exhibit 3: Real Estate Purchase Agreement-Escrow Instructions

Contact Name and Number:

Scott Whyte, (623) 773-7738



Exhibit 1 - Vicinity Map



Proposed Property to be Acquired

0 100 200 300 400 500 Feet

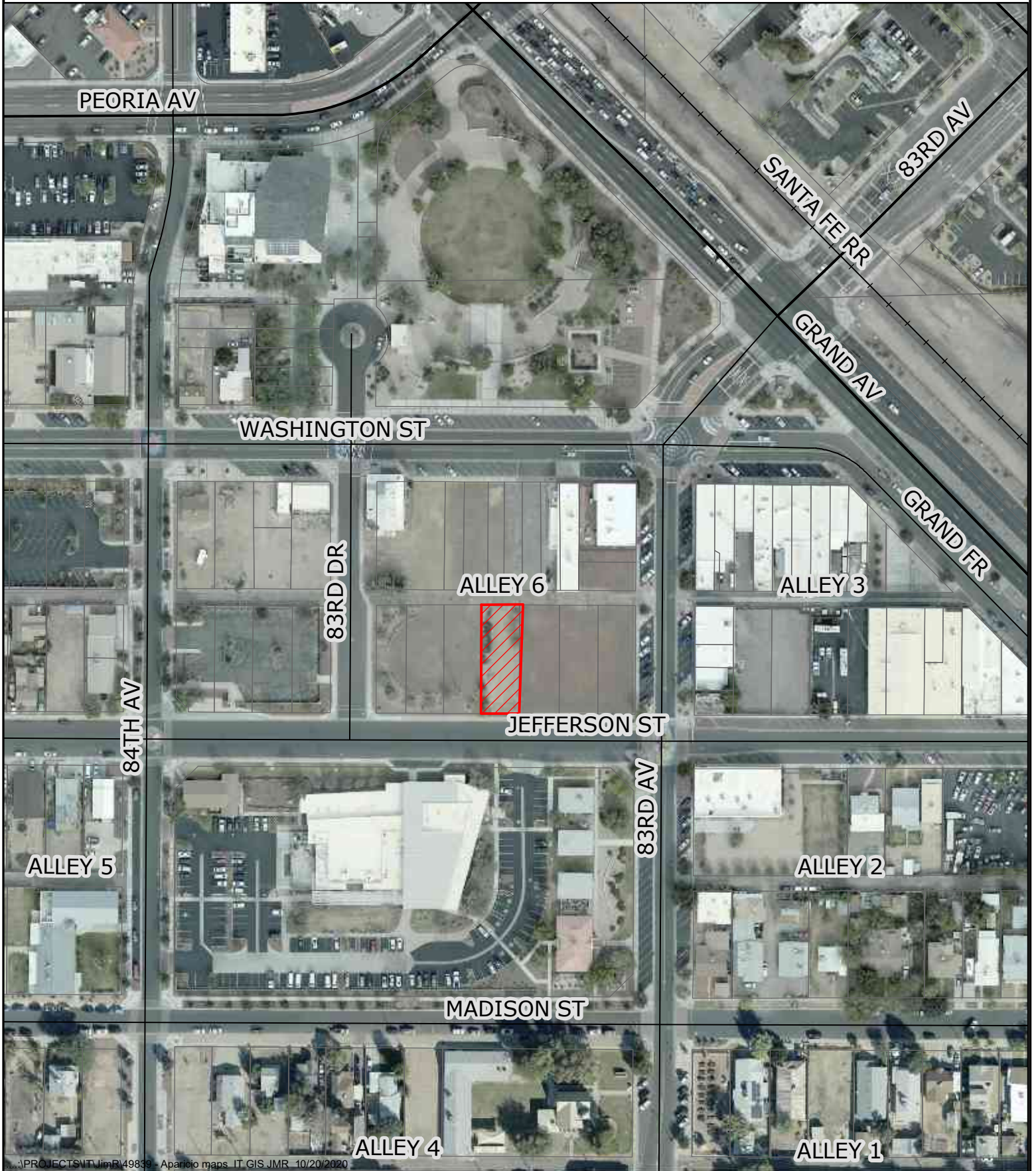




Exhibit 2 - Location Map



REAL ESTATE PURCHASE AGREEMENT

Contract Date: See Section 30 below

SELLER: Martin and Gloria Aparicio

BUYER: CITY OF PEORIA, an Arizona municipal corporation

ESCROW AGENT: Stephanie Carter, Grand Canyon Title Agency

LOCATION: 8314 W Jefferson Street – APN 142-41-034

ESCROW NUMBER/ESCROW: 75000190-075-SC4-LGS

RECITALS

- A. Seller is the owner of certain real property located at 8314 West Jefferson Street, in Peoria, Arizona (the “Property”) and more particularly described on Exhibit “A” hereto.
- B. Buyer desires to purchase the Property from Seller for the amount of Seventy-Three Thousand Five Hundred Dollars (\$73,500.00) (the “Purchase Price”).
- C. Soon after the date of this Agreement, the parties desire to record certain documents affecting the Property (the “Closing”).
- D. Buyer’s City Council has considered the City expenditure authorized by this Agreement and the direct consideration the City will receive and finds that there is a clearly identified public purpose for the City’s expenditure and that the City will receive direct consideration substantially equal to its expenditure.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and representations contained herein, Seller and Buyer agree as follows:

TERMS OF AGREEMENT

1. Agreement. This Real Estate Purchase Agreement (“Agreement”) may be supplemented by the printed form Escrow Instructions (“Escrow Instructions”) to which it is attached and shall be construed together with the Escrow Instructions as a single document (collectively referred to as the “Agreement”); in the event of any inconsistency between any provision in this Agreement and any provision in the Escrow Instructions, the provision in this Agreement shall prevail. Upon the execution of the Escrow

LCON_____

Instructions and this Agreement by Seller and Buyer, same shall constitute a binding contract between Seller and Buyer for the purchase and sale of the Property.

2. Opening of Escrow and Close of Escrow. Escrow shall be opened when (i) one fully executed or counterparts of this Agreement executed by Seller and Buyer, respectively, have been delivered to Escrow Agent on or before the acceptance date referred to in Section 35 and (ii) Buyer shall have deposited the Earnest Money with Escrow Agent on or before the acceptance date hereinabove set forth ("Opening of Escrow"). Escrow Agent shall advise Seller and Buyer, in writing, of the Opening of Escrow and the date thereof. Consummation of the purchase of the Property contemplated hereby (the "Close of Escrow" or "Closing Date") shall take place on or before December 10, 2020, and shall automatically terminate without any further notices, three business days later unless otherwise extended by mutual agreement of the parties. At or before Close of Escrow, each party shall execute and deliver such documents and perform such acts as are provided for herein. All monies and documents required to be delivered under this Agreement shall be deposited in Escrow on or before 5:00 p.m. Arizona Time on the Closing Date.

3. Title Insurance; Conveyance of Title. The Property, including all rights and privileges appurtenant to or arising from the Property, shall be conveyed by Seller to Buyer upon Close of Escrow by Seller's special warranty deed ("Deed"), warranting title to the Property to be conveyed thereby to be a fee simple absolute estate free and clear of all matters, claims, liens, and encumbrances except: (i) taxes not yet due and payable at Close of Escrow (subject to proration as hereinafter provided); (ii) reservations in patents from the United States or the State of Arizona; and (iii) any other matters disclosed by the preliminary title report (or any amended report) which are deemed waived or approved by Buyer in accordance with subsection 7(a). Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the Purchase Price, for which Seller shall bear the cost.

4. Possession. Upon Close of Escrow, Seller shall vacate the Property and deliver possession to Buyer, and all risk of loss of, or damage to, the Property from any source shall, at that time, pass to and become the sole responsibility of Buyer.

5. Payment of Purchase Price. The Purchase Price for the Property shall be Dollars (\$73,500.00) payable as follows:

(a) One Thousand Five Hundred Dollars (\$1,500) of the above amount (in the form of cash or other good funds or cashier's or certified check) to be deposited with Escrow Agent upon Opening of Escrow; and

(b) The remaining Seventy-Two Thousand Dollars (\$72,000) to be paid by the Buyer at Close of Escrow.

6. Earnest Money. Escrow Agent shall deposit the Earnest Money referred to in subsection 5(a) in an interest-bearing account of a federally-insured depository selected by Buyer. Subject to any provision of this Agreement requiring a different use,

in the event the sale provided for in this Agreement is consummated, the Earnest Money (and all interest accrued thereon) shall be applied by Escrow Agent toward the payment of the Purchase Price; in the event the sale is not consummated for failure of Seller to meet all of their obligations under this Agreement, the Earnest Money (and all interest accrued thereon) shall be returned to Buyer. In the event the sale is not consummated as a result of the failure of Buyer to meet all of its obligations under this Agreement, the Earnest Money (and all interest accrued thereon) shall be paid to Seller as liquidated damages as Seller's only remedy, and both Buyer and Seller shall be relieved of all further liability to one another except for liabilities arising under Section 17 (Indemnity). Seller and Buyer agree that it would be impractical or extremely difficult to fix actual damages in case of a default by Buyer, and that the amount of the Earnest Money is a reasonable estimate of Seller's damages caused by Buyer's default.

7. Closing; Fees, Taxes, and Assessments; Costs.

(a) At Close of Escrow, a Standard ALTA Owner's Policy of title insurance in the amount of the Purchase Price insuring Buyer's title to the Property shall be issued by Escrow Agent through its authorized underwriter(s) and the title insurance premium shall be paid out of the Purchase Price proceeds, subject to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the Commitment (as defined in Section 8 below) and which are not objected to or are waived in the manner described in said Schedule B, and any other matters approved in writing by Buyer ("Title Policy"). In the event Buyer desires an ALTA Extended Policy the additional cost shall be borne by Buyer.

(b) At Close of Escrow, the recording fees with respect to the Deed, the Affidavit of Value and any escrow fees and charges shall be paid equally by Buyer and Seller. All non-delinquent real property taxes and any other assessments to or against the Property shall be paid by Seller prorated to Close of Escrow based upon the most recent assessments.

(c) At Close of Escrow, Seller shall deliver the Deed, an Affidavit of Property Value, a Non-Foreign Person Affidavit, and each and every document, agreement, and/or instrument reasonably required by the Escrow Agent in connection with the Closing.

(d) At Close of Escrow, Buyer shall deliver the Purchase Price and all other sums to be paid by Buyer hereunder, and each and every other document, agreement and/or instrument reasonably required by Escrow Agent in connection with the Closing.

8. Buyer's Contingencies. Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction of all of the following conditions precedent (any or all of which may be waived by Buyer in a writing signed by Buyer or its duly authorized agent):

(a) Status of Title. Escrow Agent, as soon as is reasonably possible after execution of this Agreement, shall provide Buyer and Seller with a preliminary report of the title to the Property (the "Commitment"), disclosing all matters of record and Escrow Agent's requirements for both closing the Escrow created by this Agreement and issuing the Title Policy described in Section 7 of this Agreement (the Commitment also shall be suitable to serve as the basis for issuance of an ALTA extended form coverage lender's title insurance policy). At such time as Buyer receives the Commitment (and any amended report adding additional title exceptions), Buyer shall have ten (10) business days after receipt of the Commitment to object in writing to any matter shown in the Commitment. If Buyer fails to object within the ten (10) business days, the condition of title to the Property shall be deemed approved by Buyer. In the event Buyer does object in writing to any matter disclosed in the Commitment, Seller shall attempt in good faith and using due diligence, to remove such objection before Close of Escrow. If any such matter cannot be removed after Seller's attempts to do so, Seller shall so notify Buyer, in writing, and Buyer shall elect within five (5) business days after receipt of Seller's notice to either: (i) cancel this Agreement and receive the return of all Earnest Money paid, together with any interest accrued thereon; or (ii) close the Escrow waiving and taking title subject to such matters. Failure to give notice to Seller of Buyer's election shall constitute an election to waive the objection and close the Escrow.

(b) Environmental Contamination and Assessment of Property. Seller will disclose to Buyer, within five (5) days of Opening of Escrow, any knowledge or information it has with regard to any current or historical environmental contamination of the Property. Notwithstanding Seller's obligation to disclose, Buyer shall have until the expiration of the Investigation Period to obtain a Phase I Environmental Assessment (the "Assessment"). If the Assessment indicates that a Phase II Environmental Assessment ("Phase II") is warranted, the Buyer will not be required to close the Escrow pending completion of the Phase II, and the Close of Escrow may be extended by sixty (60) days for Buyer to obtain the Phase II. If the Phase II concludes contamination exists, the Buyer may elect to cancel this Agreement. Moreover, in no event shall an "as is" clause set forth within this Agreement affect the application of federal, state or local law regarding environmental contamination and Seller's responsibility for remediating same, including remediation that may be required after Close of Escrow.

(c) Investigation. Buyer shall have twenty (20) days from the Opening of Escrow (the "Investigation Period") to conduct such other tests and investigations, other than those described in paragraphs (a) and (b) above, as Buyer deems at its discretion to be material to its determination whether the Property is suitable for Buyer's purposes. Upon prior reasonable notice to Seller, Seller shall permit access to the Property by Buyer to inspect and perform any such tests during the Investigation Period. Buyer must obtain Seller's written consent prior to conducting any invasive testing on the Property, which consent shall not unreasonably be withheld. Buyer shall conduct all such inspections, investigations, and tests and be responsible for returning the Property to substantially the condition in which it was prior to the time of any entry. In the event Buyer fails to notify Seller by the conclusion of the Investigation Period that the Property or any part thereof is not suitable for its purposes, then Buyer shall be deemed to have

accepted the Property and waived any objections relating to matters within the scope of this subparagraph (c). In the event Buyer does so notify Seller, however, Seller shall undertake to remediate such conditions to Buyer's reasonable satisfaction or to terminate this Agreement, whereupon Buyer and Seller shall have no further obligations hereunder, other than liabilities or obligations arising under the indemnity provisions of Section 17. Buyer agrees to indemnify, defend, and hold harmless Seller for, from, and against any and all claims arising out of Buyer's exercise of the rights granted by this Section, including, without limitation, any claims relating to mechanics' or materialmen's liens as a result of Buyer's activities pursuant to this Agreement.

9. No Warranties. Except as otherwise set forth herein, Buyer agrees that the Property shall be purchased in an "as-is" condition. Seller makes no warranty as to the sufficiency of the Property for Buyer's purposes or any purpose whatsoever, the physical condition of the Property or any work or improvements which might be required for any reason whatsoever, the square footage or acreage contained within the Property, except as expressly set forth elsewhere in this Agreement or within the separate escrow instructions included as a part of this Agreement. Nothing herein abrogates Seller's duty to disclose known material conditions affecting the Property and the consideration to be paid by Buyer.

10. Seller's Warranties. Seller warrants, represents, and covenants (with the understanding that Buyer is relying on said warranties, representations and covenants) that:

(a) Seller's Authority. Seller has full power and authority to enter into and perform under this Agreement in accordance with its terms. Upon execution of this Agreement this Agreement shall be binding and enforceable on Seller.

(b) Other Leases or Agreements. Seller warrants that there are no unrecorded leases or other agreements which may affect Buyer's ability to take title to or possession of the Property.

(c) Bankruptcy or Insolvency. Seller warrants that it is not the subject of a bankruptcy or insolvency proceeding.

(d) Labor, Materials and Mechanic's Liens. Seller warrants that payment in full will be made prior to Close of Escrow for all labor, professional services, materials, machinery, fixtures, or tools furnished within the one hundred fifty (150) days immediately preceding the Close of Escrow in connection with any construction, alteration or repair of any improvement to or on the Property.

11. Water Rights. At Close of Escrow, Seller shall, without further act, be deemed to have assigned, transferred, conveyed, and set over unto Buyer all of the grandfathered water rights, if any, with respect to the Property.

12. Buyer's Representations and Warranties. Buyer warrants, represents, and covenants (with the understanding that Seller is relying on said warranties, representations, and covenants) that:

(a) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) Buyer acknowledges that consummation of this transaction shall constitute its acknowledgment that it has independently inspected and investigated the Property. Except as otherwise agreed herein, Buyer agrees to accept the Property in its present condition "as is," subject to the warranties, covenants and agreements set forth in this Agreement.

(c) Buyer acknowledges that the Property is vacant and unimproved land, and represents and warrants to Seller that Buyer has inspected the Property and has entered into this contract based upon Buyer's inspection and that Seller made no representations or warranties regarding the condition of the Property for Buyer's specific purposes.

13. Brokerage. Seller and Buyer agree as follows:

(a) Mutual Warranties. Buyer warrants and represents that it has not dealt with any party who is or may be legally entitled to a brokerage commission, finder's fee, or other like payment in connection with this Agreement. Seller warrants and represents that it has dealt only with A.Z. & Associates ("Broker") and Seller shall pay Broker a real estate commission equal to Six percent (6%) of the Purchase Price, if and only if Close of Escrow occurs. Each party, on demand, agrees to indemnify and hold the other harmless for, from, and against any and all loss, cost, damage, claim, liability, and expense (including but not limited to court costs and reasonable attorneys' fees) that may result if the indemnifying party's warranty and representation set forth above proves to be untrue, incomplete, or misleading.

(b) Survival. The provisions of this Paragraph 13 shall survive Close of Escrow (but not the termination) of this Agreement.

14. Survival of Representations and Warranties. All representations and warranties contained in this Agreement are true on and as of the date so made, will be true in all material respects on and as of the Closing Date, and will survive Close of Escrow and execution, delivery, and recordation of the Deed. In the event that any representation or warranty by a party is untrue, the other party shall have all rights and remedies available at law, in equity, or as provided in this Agreement.

15. No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Buyer does not assume, agree to pay, or indemnify Seller or any other person against any liability, obligation, or expense of Seller, or relating in any way to the Property.

16. Condemnation; Risk of Loss. In the event of the condemnation (or sale in lieu of condemnation) of any part of the Property prior to Close of Escrow, Buyer shall have the right either: (i) to cancel this Agreement by written notice to Seller and Escrow Agent in which event there shall be returned to Buyer the Earnest Money and all interest

thereon, all documents shall be returned to the party who deposited them and thereafter this Agreement shall be of no further force or effect whatsoever.

17. Indemnification and Liabilities. Subject to the limitations and other provisions contained in this Agreement, Seller shall, and it hereby does, indemnify and agree to pay, defend, and hold harmless Buyer from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Seller pertaining in any manner to the Property for the period of time prior to the Close of Escrow. Buyer does not agree to assume any liability, encumbrance, or obligation of any kind or character whatsoever relating in any manner to all or any part of the Property: (i) except as specifically provided herein; and (ii) except that Buyer agrees to pay, defend, indemnify, and hold harmless Seller from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Buyer, Buyer's agents and employees.

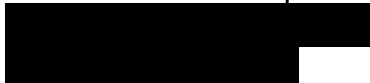
18. Remedies.

(a) In the event of default by Buyer, Seller's sole remedy shall be to cancel this Agreement and to retain the Earnest Money (together with all accrued interest) as liquidated damages; Seller and Buyer agree that it would be impractical or extremely difficult to fix actual damages in case of the Buyer's default; that the amount of the Earnest Money deposit paid by Buyer is a reasonable estimate of the Seller's damages in case of Buyer's default; and that Seller shall retain said Earnest Money as its damages and, thereafter, neither party shall have any further obligations to the other under this Agreement.

(b) In the event of default by Seller, Buyer may elect to cancel this Agreement by written notice to Seller and Escrow Agent, in which event Escrow Agent shall return to Buyer all Earnest Money (plus any accrued interest earned thereon), together with all other documents Buyer has deposited with Escrow Agent in connection with this Escrow, in which case Buyer and Seller shall have no other rights or obligations under this Agreement.

19. Notices. Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Seller: Martin and Gloria Aparicio



With a copy to: Fred Rea, A.Z. & Associates
3151 W. Laredo Street
Chandler, AZ 85226

To Buyer: Jeff Tyne, City Manager
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

With a copy to Buyer's counsel: Vanessa Hickman, City Attorney
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

To Escrow Agent: Stephanie Carter
Grand Canyon Title Agency
3900 E Camelback Road, Ste 250
Phoenix, AZ 85018

or at any other address designated by Buyer, Seller, or Escrow Agent, in writing.

20. Attorneys' Fees. In the event suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees and court costs.

21. Intended Agreement. This Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

22. Relationship. This Agreement shall not be construed as creating a joint venture, partnership, or any other joint arrangement between Buyer and Seller.

23. Further Instruments and Documents. Each party hereto shall, promptly upon the request of the other party or Escrow Agent, acknowledge and deliver to the other party or Escrow Agent any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

24. Integration Clause; No Oral Modification. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or rescinded, except in writing, signed by all parties hereto.

25. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa or in the Federal District Court in and for the District of Arizona.

26. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

27. Waiver. Failure of any party to exercise any right, remedy, or option arising out of a breach of this Agreement shall not be deemed a waiver of any right, remedy, or option with respect to any subsequent or different breach, or the continuance of any existing breach.

28. Counterparts. This Agreement may be executed in any number of counterparts, all the counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

29. Special Variations From Escrow Instructions. Notwithstanding anything in the Escrow Instructions to the contrary: (i) Seller shall pay, in full and at Closing, any existing improvement lien assessments on or relating to the Property unless otherwise agreed by the parties; and (ii) Escrow Agent shall pro-rate taxes on the basis of the latest available tax statement.

30. Date of Agreement. The date of this Agreement shall for all purposes be the date of the signature of the last party to sign this Agreement.

31. Time is of the Essence. Time is hereby declared to be of the essence for the performance of all conditions and obligations under this Agreement.

32. Construction/Interpretation. The captions and section headings used in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

33. Foreign Tax Withholdings. Seller agrees to comply with IRS reporting requirements. Seller shall provide to Buyer and Escrow Agent at Closing appropriate affidavits stating that it is not a foreign person or a non-resident alien and that no withholding is required pursuant to Internal Revenue Code ("IRC") § 1445. In the event such affidavits are not forthcoming or in the event either Escrow Agent or Buyer knows or has reason to know that they are false, Escrow Agent is hereby irrevocably authorized and directed to withhold 10% of Seller's proceeds of the purchase price pursuant to IRC § 1445.

34. Conflict of Interest. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

35. Offer. Upon execution by Buyer and delivery to Seller, this Agreement shall constitute the offer of Buyer to purchase the Property on the terms and conditions

set forth herein. This offer shall be open to acceptance by Seller (by Seller's executing and delivering a copy of this Agreement to Buyer and to Escrow Agent) on or before the close of business on November 30, 2020. In the event that this condition is not complied with on or before the close of business on the date specified, this offer shall terminate and shall be self-revoking without further action on behalf of Buyer. In addition, and without limiting the foregoing, Buyer reserves the right to revoke this offer, upon written notice to Seller, at any time before this offer is accepted by Seller.

36. Recitals. The Recitals set forth on page 1 of this Agreement are incorporated herein as though fully set forth herein.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:
MARTIN AND GLORIA APARICIO

Date: _____

By: _____
Martin Aparicio

By: _____
Gloria Aparicio

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

Notary Public

My Commission Expires:

BUYER:

CITY OF PEORIA, an Arizona municipal corporation

Date: _____

By: _____
Jeff Tyne, City Manager

ATTEST:

By: _____
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____
Vanessa P. Hickman, City Attorney

EXHIBIT "A"

(Property Legal Description)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 17, Block 24, Amended Plat of Peoria according to Book 3 of Maps, Page 62, records of Maricopa County, Arizona.

APN: **142-41-034**

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 19C.

Date Prepared: 10/19/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Adina Lund, P.E., Development and Engineering Director
SUBJECT: Deeds and Easements, Various Locations

Purpose:

Discussion and possible action to adopt **RES. 2020-75** accepting Deeds and Easements for various Real Property interests acquired by the City.

Summary:

The City of Peoria periodically acquires a number of property interests including deeds, roadway dedications, and various types of easements. All documents are reviewed for accuracy and recorded. A Resolution to accept these documents has been prepared, which lists each document by recording number and provides information related to each so the property interest to be accepted can be identified.

Previous Actions/Background:

This is an ongoing process which occurs when we have acquired a number of real property interests.

Options:

A: Approve the adoption of the Resolution accepting Deeds and Easements into our system.

B: Deny adoption of the Resolution that formally accepts the Deeds and Easements into our system, resulting in the City not having an official record of what has been transferred to the City through recordation in the Maricopa County Recorder's office.

Staff Recommendation:

Staff recommends the adoption of a Resolution accepting Deeds and Easements for various Real Property interests acquired by the City and previously recorded by the Maricopa County Recorder's Office to ensure completeness of the process.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Resolution

Contact Name and Number:

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

RESOLUTION NO. 2020-75

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

WHEREAS, the real estate interests hereinafter referenced have been conveyed to the City of Peoria;

WHEREAS, it is to the advantage of the City of Peoria to accept said real property interests; and

WHEREAS, the City has determined that acquisition of these property interests is in the interest of the public health, safety and welfare.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Peoria, Maricopa County, Arizona as follows:

SECTION 1. That the following real property interests are hereby accepted by the City of Peoria and referenced by the recording number issued by the Maricopa County Recorder's Office.

QuikTrip # 1425
QuikTrip Corporation
EASEMENT FOR PUBLIC UTILITIES
Maricopa County Recording No. 20200935336
(Project No. R200033/ Deed No. 20-024)

SEC of 75th Ave. & Peoria Ave.

QuikTrip # 1425
QuikTrip Corporation
EASEMENT FOR STORMWATER DRAINAGE
Maricopa County Recording No. 20200935359
(Project No. R200033/ Deed No. 20-025)

SEC of 75th Ave. & Peoria Ave.

QuikTrip # 1425
QuikTrip Corporation
EASEMENT FOR PUBLIC WATER LINE
Maricopa County Recording No. 20200935362
(Project No. R200033/ Deed No. 20-026)

SEC of 75th Ave. & Peoria Ave.

Resolution No. 2020-75
Acceptance of Deeds and Easements
November 10, 2020
Page 2

Myrick – Camino de Oro
Mast Real Estate Group, LLC
EASEMENT FOR PUBLIC UTILITIES
Maricopa County Recording No. 20200977296
(Project No. ML20-01/ Deed No. 20-027)

SWC Camino de Oro & 77th Ave.

Myrick – Camino de Oro
Mast Real Estate Group, LLC
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 20200977299
(Project No. ML20-01/ Deed No. 20-028)

SWC Camino de Oro & 77th Ave.

Myrick – Camino de Oro
Mast Real Estate Group, LLC
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 20200977302
(Project No. ML20-01/ Deed No. 20-029)

SWC Camino de Oro & 77th Ave.

New River Multi-Use Path, Pinnacle Peak to Happy Valley
City of Glendale
TRAIL EASEMENT
Maricopa County Recording No. 20200492274
(Project No. CS00128)

S of Pinnacle Peak Rd., E
of New River

New River Multi-Use Path, Pinnacle Peak to Happy Valley
Copper Creek Estates Improvement Association, Inc.
TRAIL EASEMENT
Maricopa County Recording No. 20201042749
(Project No. CS00128)

N of Pinnacle Peak Rd., E
of New River

New River Multi-Use Path, Pinnacle Peak to Happy Valley
Happy Valley Estates Homeowners Association, Inc.
TRAIL EASEMENT
Maricopa County Recording No. 20201040569
(Project No. CS00128)

S of Happy Valley Rd., E
of New River

New River Multi-Use Path, Pinnacle Peak to Happy Valley
Happy Valley Estates Homeowners Association, Inc.
TRAIL EASEMENT
Maricopa County Recording No. 20201040567
(Project No. CS00128)

S of Happy Valley Rd., E
of New River

SECTION 2. Public Easement and Land Rights

That the Mayor and Council accept the deeds and public easements transferred to the City of Peoria as described herein.

SECTION 3. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 10th day of November, 2020.

Cathy Carlat, Mayor

ATTEST:

Date Signed

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 20C.

Date Prepared: 10/19/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Adina Lund, P.E., Development and Engineering Director
SUBJECT: Designate Roadways, Establish Rights-of-Way, Various Locations

Purpose:

Discussion and possible action to adopt **RES. 2020-76** designating various Real Properties to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the City as a Public Street.

Summary:

The City of Peoria has, by separate Resolution, accepted each right-of-way to be designated as a public street. The attached Resolution lists each document that conveyed the property rights to be designated as public rights-of-way. The description found in the attached Resolution lists each document by recording number and provides information related to each. The individual description also identifies the type of roadway and type of improvement for each parcel.

Previous Actions/Background:

This is an ongoing process that occurs after real property has been accepted into our system.

Options:

A: Approve the adoption of the Resolution designating various Real Property to be used as City roadways and authorize the establishment of Public Rights-of-Way to be opened and maintained by the city as a Public Street.

B: City Council denies the formal designation of various Real Property into our system. The result would be that the Public Rights-of-Way would not be maintained by the City as a Public Street.

Staff Recommendation:

Staff recommends the adoption of a Resolution designating various Real Properties to be used as City roadways and maintained by the City.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Resolution

Contact Name and Number:

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

RESOLUTION NO. 2020-76

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF PUBLIC STREETS, TO BE OPENED AND MAINTAINED BY THE CITY.

WHEREAS, the Mayor and Council of the City find and determine that the public health, safety and welfare require the establishment of public streets to be opened and maintained by the City;

WHEREAS, the Mayor and Council are vested with the authority pursuant to Article 1, Section 3 (6) of the Peoria City Charter and Section 23-18 of the Peoria City Code (1992) to establish the general location and routing of public streets; and

WHEREAS, the Development and Engineering Director of the City having submitted a map indicating the general location of the proposed public streets and recommends the acceptance of the street by the City for inclusion in the City Street system.

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

SECTION 1. Recommendation of Development and Engineering Director to Establish a Public Street.

That the Mayor and Council find and determine that it is in the interest of the public health, safety and welfare of the city to accept the recommendation of the Development and Engineering Director to establish public streets in accordance with the general location set forth herein and accept the street for inclusion in the city street system and designate the streets for inclusion on the street classification map required by this chapter.

SECTION 2. Designation of a Public Street

That the Mayor and Council find and determine that the proposed public streets, as described below shall be designated to be either a major arterial, a minor arterial, a collector street or a local street, to be opened as a public street and maintained by the City.

Resolution No. 2020-76
Authorizing Establishment of Public Streets
November 10, 2020
Page 2

Myrick – Camino de Oro
Mast Real Estate Group, LLC
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 20200977299
(Project No. ML20-01/ Deed No. 20-028)

SWC Camino de Oro & 77th Ave.

Myrick – Camino de Oro
Mast Real Estate Group, LLC
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 20200977302
(Project No. ML20-01/ Deed No. 20-029)

SWC Camino de Oro & 77th Ave.

SECTION 3. Amendment of Plans and Maps

That the Mayor and Council find and determine that the Transportation Plan of the City's general plan, the street classification map and the local streets plan shall be amended in the manner required by law to reflect the addition of a public street as set forth herein.

SECTION 4. Signage, Posting and Effective Date

(a) That the Development and Engineering Director or his designee are authorized to post such signage as deemed appropriate to indicate the existence of a public roadway and to provide for the safe and orderly movement of vehicular and pedestrian traffic on the public streets as set forth herein.

(b) That the City Attorney or his designee shall draft and submit the ordinances necessary to establish a speed limit for the public streets as set forth herein.

(c) That this Resolution shall become effective sixty-days after enactment by the City Council.

SECTION 5. Recording Authorized

That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

Resolution No. 2020-76
Authorizing Establishment of Public Streets
November 10, 2020
Page 3

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Peoria, Arizona this 10th day of November, 2020.

CITY OF PEORIA, an Arizona municipal
corporation

Cathy Carlat, Mayor

Date Signed

ATTEST:

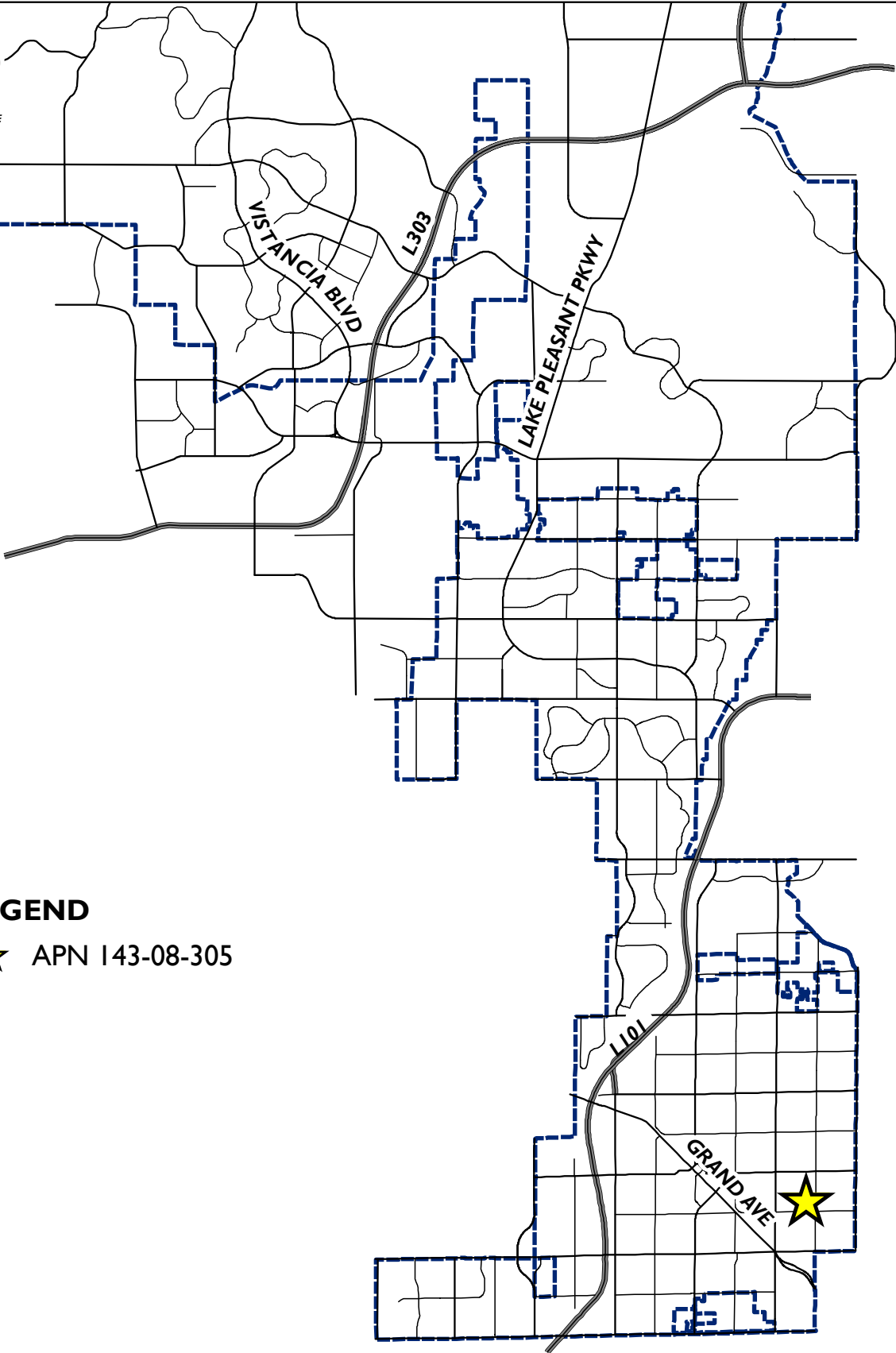
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney



NOT TO SCALE



LEGEND

★ APN 143-08-305



City of Peoria
DEVELOPMENT AND ENGINEERING

Declare Surplus Land
East of NEC of 75th Ave & Mountain View
APN 143-08-305
Location Map



RESOLUTION NO. 2020-77

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, FINDING CERTAIN CITY PROPERTY LOCATED EAST OF THE NORTHEAST CORNER OF 75TH AVENUE AND MOUNTAIN VIEW ROAD TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED AS SUCH, DIRECTING THAT SUCH PROPERTY BE CONSIDERED EXCESS CITY PROPERTY, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DISPOSE OF SUCH EXCESS CITY PROPERTY.

WHEREAS, the City of Peoria owns fee simple interest in a small tract of land, located east of the northeast corner of 75th Avenue and Mountain View Road and as more specifically set forth on the legal description attached as Exhibit A to this Resolution ("Property"); and

WHEREAS, Pursuant to Article I, Section 3(1) of the Peoria City Charter, the City may dispose of real or personal property owned by the City in the manner, for such consideration, and upon such conditions as may be determined by the City Council; and

WHEREAS, Pursuant to Section 2-65(a)(9) of the Peoria City Code, the City Manager has the power to exercise general provision over all public property under the control and jurisdiction of the City Council; and

WHEREAS, the Mayor and Council find and determine that the Property is no longer needed or used by the City for public purposes and is hereby considered to be excess property; and

WHEREAS, the Mayor and Council direct the City Manager to dispose of the property in a manner that is in the best interest of the City.

Resolution No. 2020-77
Par Estates Tract A
November 10, 2020
Page 2 of 3

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

SECTION 1. The Mayor and Council find and determine that certain City property as more specifically set forth on the legal description attached as Exhibit A to this Resolution ("Property") is no longer needed or used by the City for public purposes and is hereby considered to be excess property.

SECTION 2. The Mayor and Council authorize the City Manager or designee to dispose of such Property in a manner that is in the best interest of the City. In making this determination, the City Manager or designee shall give preference rights to interested property owners abutting the Property.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 10th day of November, 2020.

Cathy Carlat, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Attachment:

1. Exhibit A – Legal Description

Resolution No. 2020-77
Par Estates Tract A
November 10, 2020
Page 3 of 3

EXHIBIT "A"
LEGAL DESCRIPTION

Tract A, of PAR ESTATES, according to the Plat of record in the Office of the County Recorder of Maricopa County, Arizona, recorded as Book 967 of Maps, Page 25.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 22C.

Date Prepared: 10/22/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Replat, a Portion of Tract G, as Recorded in the Master Final Plat for Mystic at Lake Pleasant Heights

Purpose:

Discussion and possible action to approval a Replat of a portion of Tract G, as recorded in the Master Final Plat for “Mystic at Lake Pleasant Heights”, subject to stipulations.

Summary:

The purpose of the Replat is to subdivide for commercial use. The Replat will create one new parcel for the planned APS Westland substation and an access road from El Mirage Road to the substation, which will be a private maintained road with emergency access.

This development is located within the City’s water and sewer service area; however, they will only need an irrigation meter for exterior landscaping.

In February 2019, the City Council approved the Master Final Plat for Mystic at Lake Pleasant Heights (Book 1458, Page 50), creating all of the individual parcels and the rights-of-way for the master subdivision. The Replat is necessary to further subdivide for the APS substation, which is needed for existing and future parcels in this development.

Previous Actions/Background:

The preliminary plat (SP19-21) was reviewed by the City and completed in September 2019 and no changes were made to the proposed Final Plat.

Options:

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

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

Staff Recommendation:

Staff recommends the approval and subsequent recordation of the attached Replat subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Replat.
2. An approval of design from the Development and Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Replat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Replat.
4. In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request reapproval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Replat

Exhibit 2: Vicinity Map

Contact Name and Number:

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

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LAKE PLEASANT (PHOENIX) ASLI VII LLC., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "APS WESTLAND SUBSTATION", A REPLAT OF A PORTION OF TRACT G AS RECORDED IN BOOK 1458 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST AND A PORTION OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS PLATTED HEREON AND HEREBY PUBLISH THIS PLAT AS, AND FOR, THE PLAT OF SAID FINAL PLAT FOR "APS WESTLAND SUBDIVISION" DESCRIBED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

PUBLIC UTILITY EASEMENTS (P.U.E.) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH, THE MAINTENANCE OF LANDSCAPING WITH THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

AN EASEMENT FOR INGRESS/EGRESS AND EMERGENCY AND SERVICE VEHICLE ACCESS TO PARCEL 1 OVER PARCEL 2 IS HEREBY DEDICATED TO THE PUBLIC.

AN EASEMENT FOR DRAINAGE FACILITIES IS HEREBY DEDICATED TO THE CITY OF PEORIA.

THE UNDERSIGNED LAKE PLEASANT (PHOENIX) ASLI VII LLC., A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAVE CAUSED ITS NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED

SIGNER THEREUNTO DULY AUTHORIZED THIS 16 DAY OF October, 2020.

BY: AVANTI STRATEGIC LAND INVESTORS VII, L.L.P.,
A DELAWARE LIMITED LIABILITY LIMITED PARTNER SHIP, ITS SOLE MEMBER

BY: APG ASU VIII GP, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE GENERAL PARTNER

BY: AVANTI PROPERTIES GROUP III, L.L.P.,
A DELAWARE LIMITED LIABILITY LIMITED PARTNER SHIP, ITS MANAGING MEMBER

BY: APG III GP, LLC
A FLORIDA LIMITED LIABILITY COMPANY, ITS SOLE GENERAL PARTNER

BY: AVANTI MANAGEMENT CORPORATION
A FLORIDA CORPORATION, ITS MANAGER

BY: [Redacted]
NAME: ANDREW J. DUBILL
TITLE: EXECUTIVE VICE PRESIDENT

DEDICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS 16 DAY OF October, 2020, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

[Redacted], PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL



LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- FOUND 1/2" REBAR TAGGED LS39325 (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT

DOC. NO.	DOCUMENT NUMBER
AC.	ACRES
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
EX.	EXISTING
APN	ASSESSOR PARCEL NUMBER
BK.	BOOK
PG.	PAGE
P.U.E.	PUBLIC UTILITY EASEMENT
ESMT.	EASEMENT
G.L.O.	GENERAL LAND OFFICE
M.C.R.	MARICOPA COUNTY RECORDER

FINAL PLAT FOR
APS WESTLAND SUBSTATION

A REPLAT OF A PORTION OF TRACT G AS RECORDED IN BOOK 1458 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST AND A PORTION OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER

LAKE PLEASANT (PHOENIX)
ASLI VIII, LLC
A DELAWARE LIMITED LIABILITY
COMPANY
923 N. PENNSYLVANIA AVENUE
WINTER PARK, FLORIDA 32789
CONTACT NO.: (407) 628-8488

ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
CONTACT: RYAN WEED, P.E.
EMAIL: RWEEED@CVLCI.COM

DEVELOPER

DEVELOPER: APS-ARIZONA PUBLIC SERVICE
LAND SERVICES DEPT
ADDRESS: PO BOX 53933, MAIL STA: 3016
PHOENIX, AZ 85072-3933
PHONE: (602) 371-7295

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89° 42' 40" EAST A DISTANCE OF 2,641.22 FEET ALONG THE SOUTHEAST LINE OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 1458 OF MAPS, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION

PARCEL G OF THE MASTER FINAL PLAT FOR MYSTIC AT LAKE PLEASANT HEIGHTS AS RECORDED IN BOOK 1458 OF MAPS, PAGE 50, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING THAT PART OF SECTION 13, 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 EAST QUARTER CORNER OF SAID SECTION 13;

THENCE SOUTH 00°04'37" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 2,644.27 FEET TO THE G.L.O. BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 13;

THENCE NORTH 89°38'09" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1,157.38 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF EL MIRAGE ROAD, AS DEDICATED BY SAID MASTER FINAL PLAT FOR MYSTIC AT LAKE PLEASANT HEIGHTS;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID EL MIRAGE ROAD THE FOLLOWING COURSES:

THENCE NORTH 00°08'39" EAST, A DISTANCE OF 947.75 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1265.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°39'02", A DISTANCE OF 1,074.13 FEET;

THENCE NORTH 48°30'24" WEST, A DISTANCE OF 1,548.77 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,238.54 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°08'33", A DISTANCE OF 435.41 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE OF 55.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°46'37", A DISTANCE OF 42.98 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 107.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°57'38", A DISTANCE OF 153.06 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°12'20", A DISTANCE OF 40.51 FEET;

THENCE NORTH 23°20'32" WEST, A DISTANCE OF 33.57 FEET;

THENCE SOUTH 66°36'27" WEST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EL MIRAGE ROAD, A DISTANCE OF 130.00 FEET;

THENCE SOUTH 23°20'32" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID EL MIRAGE ROAD, A DISTANCE OF 48.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WESTLAND ROAD, AS DEDICATED BY SAID MASTER FINAL PLAT FOR MYSTIC AT LAKE PLEASANT HEIGHTS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WESTLAND ROAD THE FOLLOWING COURSES:

THENCE SOUTH 20°57'29" WEST, A DISTANCE OF 42.94 FEET;

THENCE SOUTH 65°15'31" WEST, A DISTANCE OF 1,234.30 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1,135.00 FOOT RADIUS, CONCAVE NORTHERLY;

THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°58'47", A DISTANCE OF 494.84 FEET;

THENCE NORTH 89°45'42" WEST, A DISTANCE OF 329.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

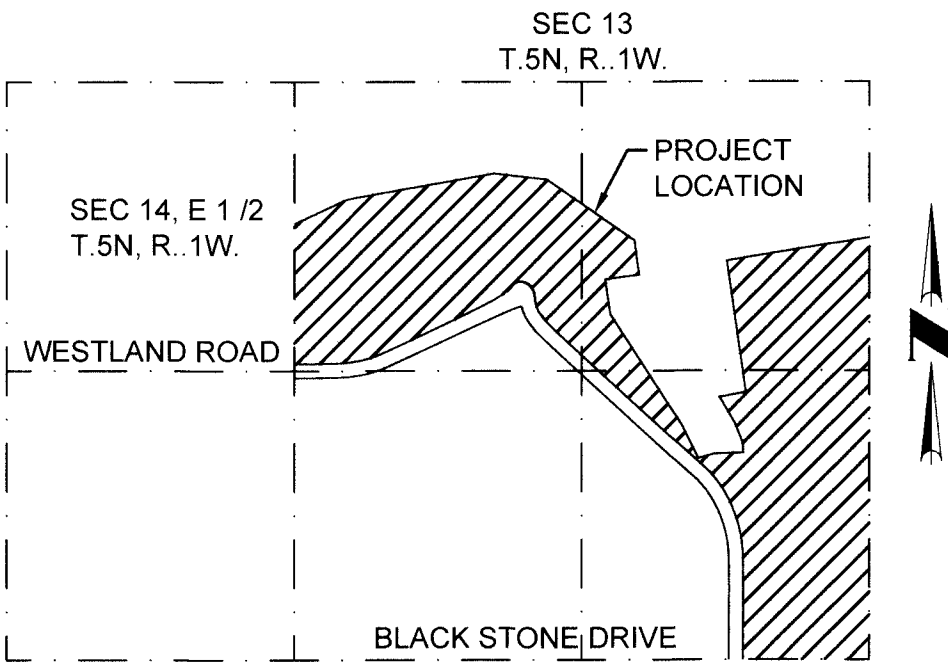
THENCE NORTH 00°03'52" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE ALONG SAID WEST LINE, A DISTANCE OF 1,251.90 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL THE FOLLOWING COURSES:

THENCE NORTH 49°03'53" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 32.55 FEET;

THENCE NORTH 65°02'26" EAST, A DISTANCE OF 455.59 FEET;
THENCE NORTH 80°58'47" EAST, A DISTANCE OF 1,452.26 FEET;
THENCE SOUTH 08°29'23" EAST, A DISTANCE OF 25.01 FEET;
THENCE NORTH 81°33'54" EAST, A DISTANCE OF 90.15 FEET;
THENCE SOUTH 80°31'21" EAST, A DISTANCE OF 336.54 FEET;
THENCE SOUTH 53°40'34" EAST, A DISTANCE OF 913.90 FEET;
THENCE SOUTH 09°12'26" EAST, A DISTANCE OF 307.78 FEET;
THENCE SOUTH 80°47'56" WEST, A DISTANCE OF 299.13 FEET;
THENCE SOUTH 09°12'56" EAST, A DISTANCE OF 299.81 FEET;
THENCE SOUTH 31°46'00" EAST, A DISTANCE OF 974.81 FEET;

COUNTY RECORDER



VICINITY MAP
(NOT-TO-SCALE)

NOTES

- NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
- ALL NEW AND EXISTING UTILITIES, 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 EACH RESPECTIVE PROPERTY OWNER.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA. THIS PARCEL 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 (LUKE AIR FORCE BASE).
- THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. LOOP 303 FREEWAY IS DESIGNATED AS A TRUCK ROUTE IN THE CITY OF PEORIA.
- 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.
- DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.

APPROVAL

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

DAY OF , 2020.

BY: MAYOR DATE
ATTEST: CITY CLERK DATE
FOR CITY ENGINEER DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF SEVEN (7) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF APRIL, 2020, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL 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: [Redacted]
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

GROSS AREA = 197.727 ACRES
SEE SHEET 02 FOR CURVE
TABLE AND LOT AREA TABLE

DATE	REVISION	NO.

FINAL PLAT

APS WESTLAND SUBSTATION
CITY OF PEORIA, ARIZONA

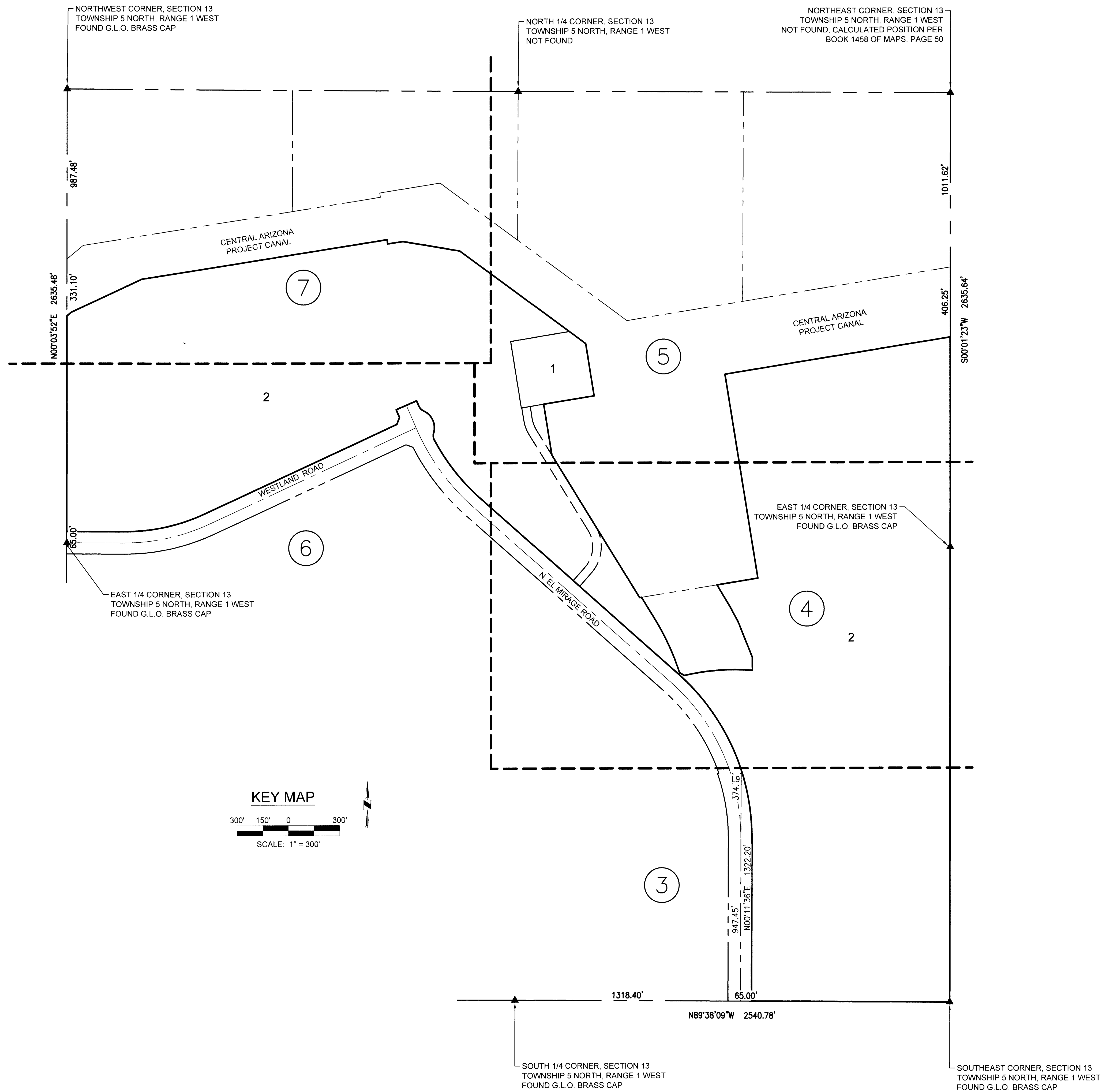


01 SHEET
OF 07

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CVL Project #: 1-01-0335801
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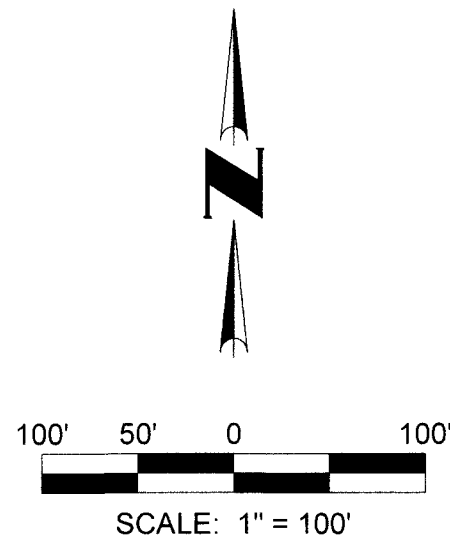
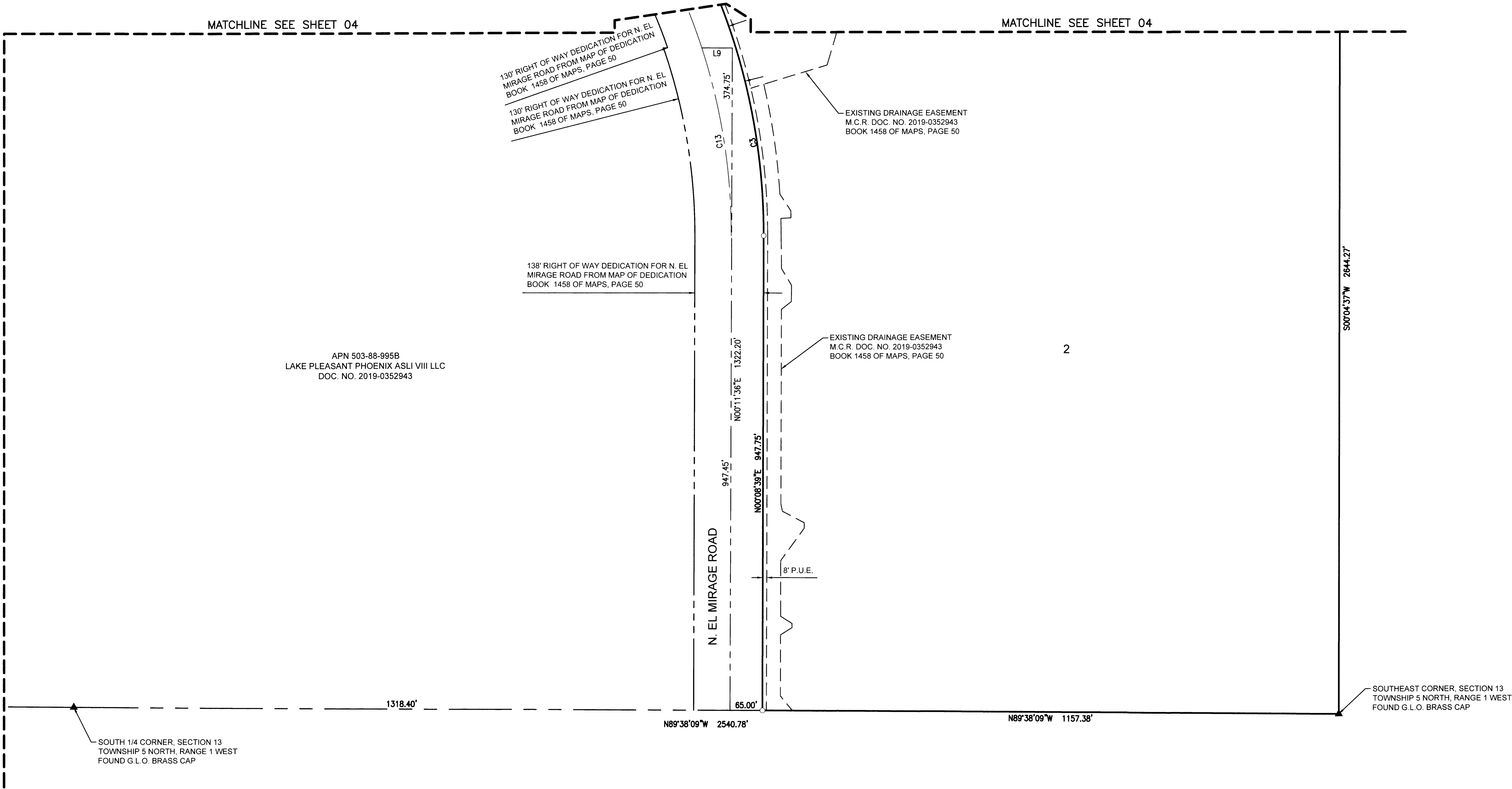
SITE AREA

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
1	165,466
2	8,447,532

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	345.57'	1425.00'	013°53'40"	173.64	344.72	N24°49'10"W
C2	400.79'	1275.00'	018°00'38"	202.06	399.14	S85°51'54"W
C3	1074.13'	1265.00'	048°39'02"	571.84	1042.15	N24°10'52"W
C4	435.41'	1238.54'	020°08'33"	219.98	433.17	S38°26'07"E
C5	42.98'	55.00'	044°46'37"	22.66	41.90	S05°58'32"E
C6	153.06'	107.00'	081°57'38"	92.95	140.34	S24°34'03"E
C7	40.51'	55.00'	042°12'20"	21.23	39.60	S44°26'42"E
C8	494.84'	1135.00'	024°58'47"	251.41	490.93	N77°44'54"E
C9	70.90'	180.00'	022°34'01"	35.91	70.44	S20°28'59"E
C10	294.43'	230.27'	073°15'36"	171.20	274.78	N04°51'48"E
C11	230.50'	180.27'	073°15'36"	134.03	215.11	N04°51'48"E
C12	90.59'	230.00'	022°34'01"	45.89	90.01	S20°28'59"E
C13	381.38'	1200.00'	018°12'35"	192.31	379.78	N08°57'39"W
C14	637.55'	1200.00'	030°26'27"	326.49	630.08	N33°17'10"W
C15	572.51'	1303.54'	025°09'51"	290.95	567.92	S35°55'28"E
C16	523.17'	1200.00'	024°58'47"	265.81	519.04	N77°44'54"E

LINE TABLE (M)		
NO.	BEARING	LENGTH
L1	N49°03'53"E	32.55'
L2	S08°29'23"E	25.01'
L3	N81°33'54"E	90.15'
L4	S09°11'58"E	73.26'
L5	S31°46'00"E	170.53'
L6	S41°29'36"W	103.53'
L7	N41°29'36"E	103.53'
L8	N09°11'58"W	73.26'
L9	N89°37'37"W	61.24'
L10	S53°54'08"E	58.71'

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COUNTY RECORDER

NO.	REVISION	DATE

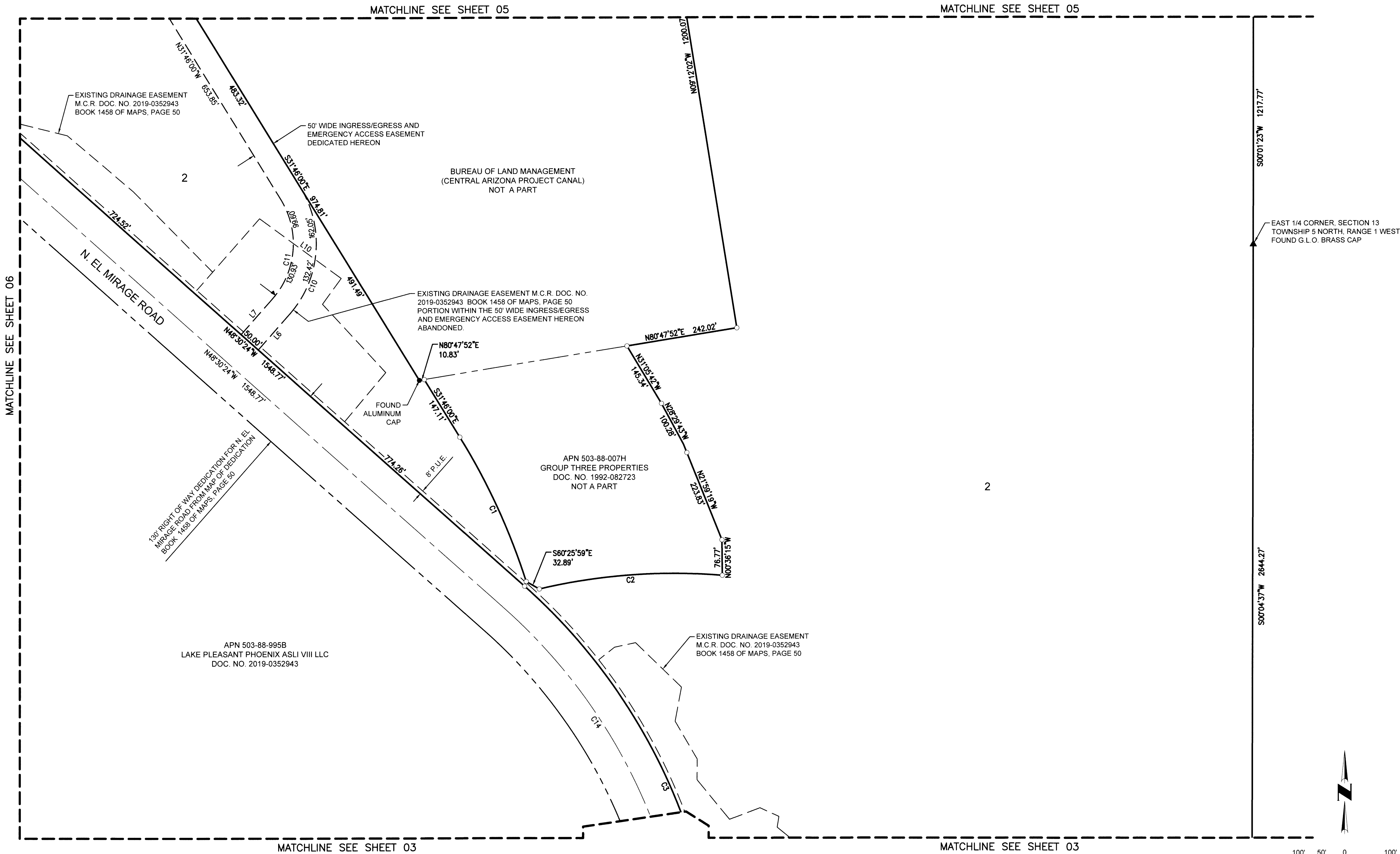
FINAL PLAT
APS WESTLAND SUBSTATION
CITY OF PEORIA, ARIZONA

03 SHEET OF 07
CVL Contact: RYAN WEED
CVL Project #: 1-01-0335801
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CVL CONSULTANTS
CELEBRATING 60 YEARS
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Phoenix, Arizona 85014
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CITY OF PEORIA PROJECT NO. R2000024



COUNTY RECORDER



NO.	REVISION	DATE

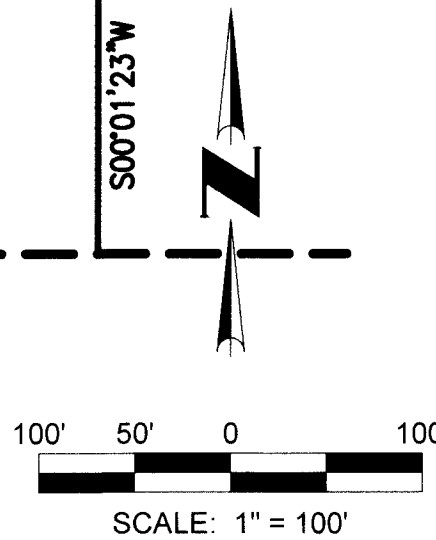
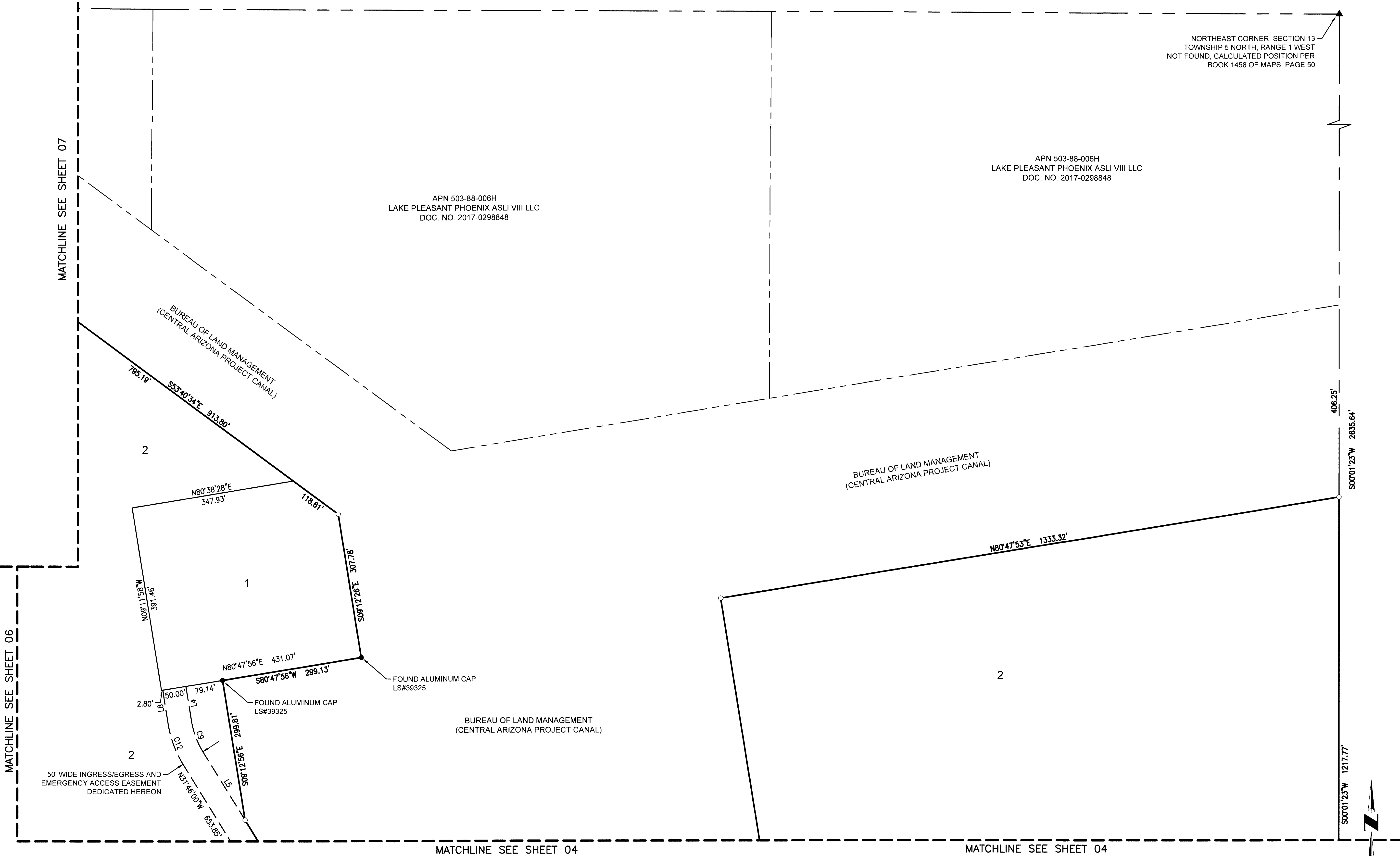
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FINAL PLAT

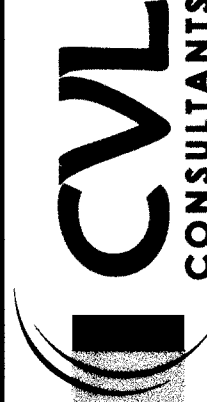
APS WESTLAND SUBSTATION
CITY OF PEORIA, ARIZONA

SHEET 04 OF 07

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COUNTY RECORDER	



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NO.	REVISION	DATE

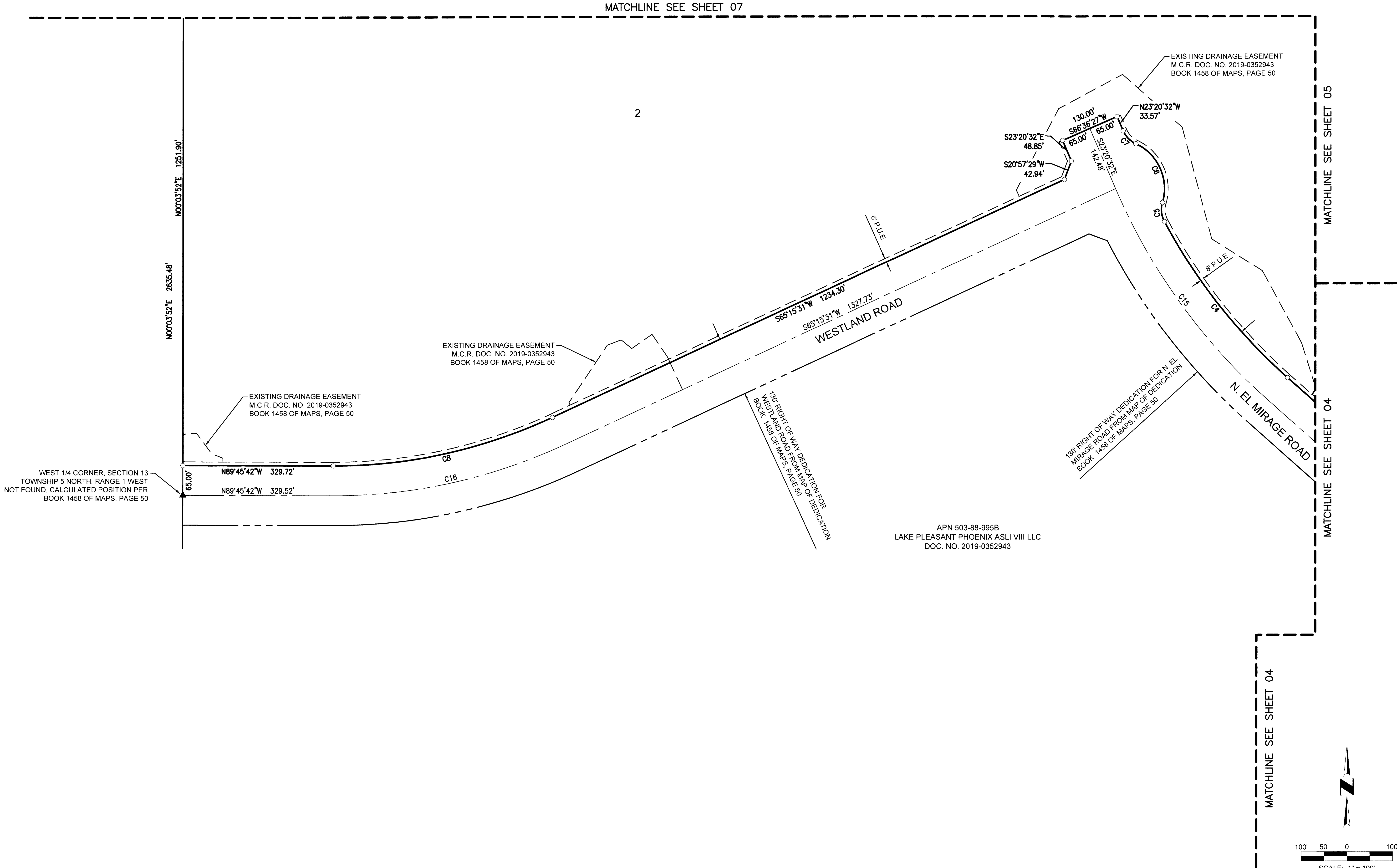
FINAL PLAT

APS WESTLAND SUBSTATION
CITY OF PEORIA, ARIZONA

05 OF 07

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COUNTY RECORDER

NO.	REVISION	DATE

FINAL PLAT

APS WESTLAND SUBSTATION
CITY OF PEORIA, ARIZONA

06 SHEET OF 07

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CVL Project #: 1-01-0335801

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NORTHWEST CORNER, SECTION 13
TOWNSHIP 5 NORTH, RANGE 1 WEST
FOUND G.L.O. BRASS CAP

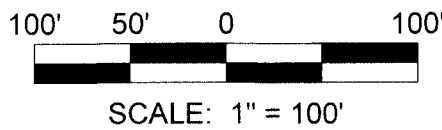
APN 503-88-006H
LAKE PLEASANT PHOENIX ASLI VIII LLC
DOC. NO. 2017-0298848

APN 503-88-006H
LAKE PLEASANT PHOENIX ASLI VIII LLC
DOC. NO. 2017-0298848

BUREAU OF LAND MANAGEMENT
(C.A.P. CANAL)

FOUND DEPARTMENT OF THE INTERIOR
BRASS CAP FLUSH

MATCHLINE SEE SHEET 06



MATCHLINE SEE SHEET 05

COUNTY RECORDER

NO.	REVISION	DATE

FINAL PLAT

APS WESTLAND SUBSTATION

CITY OF PEORIA, ARIZONA

07 SHEET OF 07

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SCALE 1" = 2000'	WESTLAND SUBSTATION	 CELEBRATING 60 YEARS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	VICINITY MAP	1 OF 1

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 23C.

Date Prepared: 10/29/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Andy Granger, Deputy City Manager
FROM: Sonia Andrews, Finance Director
SUBJECT: PUBLIC HEARING - Liquor Licenses, Various Locations

Purpose:

Discussion and possible action to recommend approval to the State Liquor Board for: (a) a New Wine and Beer (Series 10) Liquor License for QuikTrip #1425, located at 7455 West Peoria Avenue, Perry C. Huellmantel, Applicant, LL#20-000898; (b) a New Restaurant (Series 12) Liquor License for Cross Eyed Cricket, located at 28615 North El Mirage Road, Mark H. Gaydosz, Applicant, LL#20019128.

Summary:

QuikTrip #1425 is a new gas station and convenience store, located at 7455 W. Peoria Avenue. The owner has applied for a New Wine and Beer (Series 10) Liquor License. The application agent is Perry C. Huellmantel.

Series 10—permits the retail sale of beer and wine for consumption off premises.

Some of the businesses around QuikTrip #1425 are Circle K, Pep Boys Auto Service & Tire and Gus's New York Pizza. There are no staff concerns with QuikTrip #1425. 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.

Cross Eyed Cricket, is an existing restaurant located at 28615 N. El Mirage Road. The owners have applied for a New Restaurant (Series 12) Liquor License. They are switching from a Series 06 Liquor License to a Series 12. The application agent is Mark H. Gaydosz.

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 Cross Eyed Cricket are Walgreens, Chase Bank and Safeway. There are no staff concerns with Cross Eyed Cricket. 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 7455 W. Peoria Avenue.
- In March 2018, the Mayor and Council recommended approval to the Arizona State Liquor Board for a Location and Person Transfer for an On-Sale All Liquor License (Series 06) for Cross Eyed Cricket, located at 28615 N. El Mirage Road.

Options:

A: Recommend approval to the Arizona State Liquor Board for a Person Transfer for a New Wine and Beer (Series 10) Liquor License for QuikTrip #1425, located at 7455 W. Peoria Avenue, Perry C. Huellmantel, Applicant, LL#20-000898.

B: Recommend denial to the Arizona State Liquor Board for a New Wine and Beer (Series 10) Liquor License for QuikTrip #1425, located at 7455 W. Peoria Avenue, Perry C. Huellmantel, Applicant, LL#20-000898.

A: Recommend approval to the Arizona State Liquor Board for a New Restaurant (Series 12) Liquor License for Cross Eyed Cricket, located at 28615 N. El Mirage Road, Mark H. Gaydosz, Applicant, LL#20019128.

B: Recommend denial to the Arizona State Liquor Board for a New Restaurant (Series 12) Liquor License for Cross Eyed Cricket, located at 28615 N. El Mirage Road, Mark H. Gaydosz, Applicant, LL#20019128.

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:

QuikTrip 1425 App
Cross Eyed Cricket App

Contact Name and Number:

Samuel Brown (623) 773-7658

State of Arizona
Department of Liquor Licenses and Control

JOB#121688

Peoria
AT

Created 10/08/2020 @ 02:49:37 PM

Local Governing Body Report

LICENSE

Number: Type: 010 BEER AND WINE
STORE
Name: QUIKTRIP #1425
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 7455 W PEORIA AVENUE
PEORIA, AZ 85345
USA
Mailing Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (000)000-0000
Alt. Phone: ()
Email: ()

AGENT

Name: PERRY CHARLES HUELLMANTEL
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: ()
Alt. Phone: ()
Email: ()

OWNER

Name: QUIKTRIP CORPORATION
Contact Name: PERRY CHARLES HUELLMANTEL
Type: CORPORATION
AZ CC File Number: F08755030 State of Incorporation: OK
Incorporation Date: 05/14/1999
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280
USA
Phone: ()
Alt. Phone: ()
Email: ()

Officers / Stockholders

Name:	Title:	% Interest:
CADIEUX FAMILY HOLDINGS LLC	Stockholder	45.00
CHESTER EDOUARD CADIEUX III	CEO,Pres,Stockholder	10.00

QUIKTRIP CORPORATION - Stockholder

Name: CADIEUX FAMILY HOLDINGS LLC
Contact Name: CADIEUX FAMILY HOLDINGS LLC
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 3475
TULSA, OK 74101
USA
Phone: [REDACTED]
Alt. Phone:
Email:

QUIKTRIP CORPORATION - CEO,Pres,Stockholder

Name: CHESTER EDOUARD CADIEUX III
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

CADIEUX FAMILY HOLDINGS LLC - Managing Member

Name: CHESTER EDOUARD CADIEUX II
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280
USA
Phone: [REDACTED]
Alt. Phone:
Email:

MANAGERS

Name: JAMES CHRISTOPHER ROBINSON
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (480)446-6325
Alt. Phone:
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 121688
Application Type: New Application
Created Date: 10/08/2020

Abby

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)
Desert Rose Community Church
10738 N. 75th Avenue
Peoria, Arizona 85345
+/- 600 feet

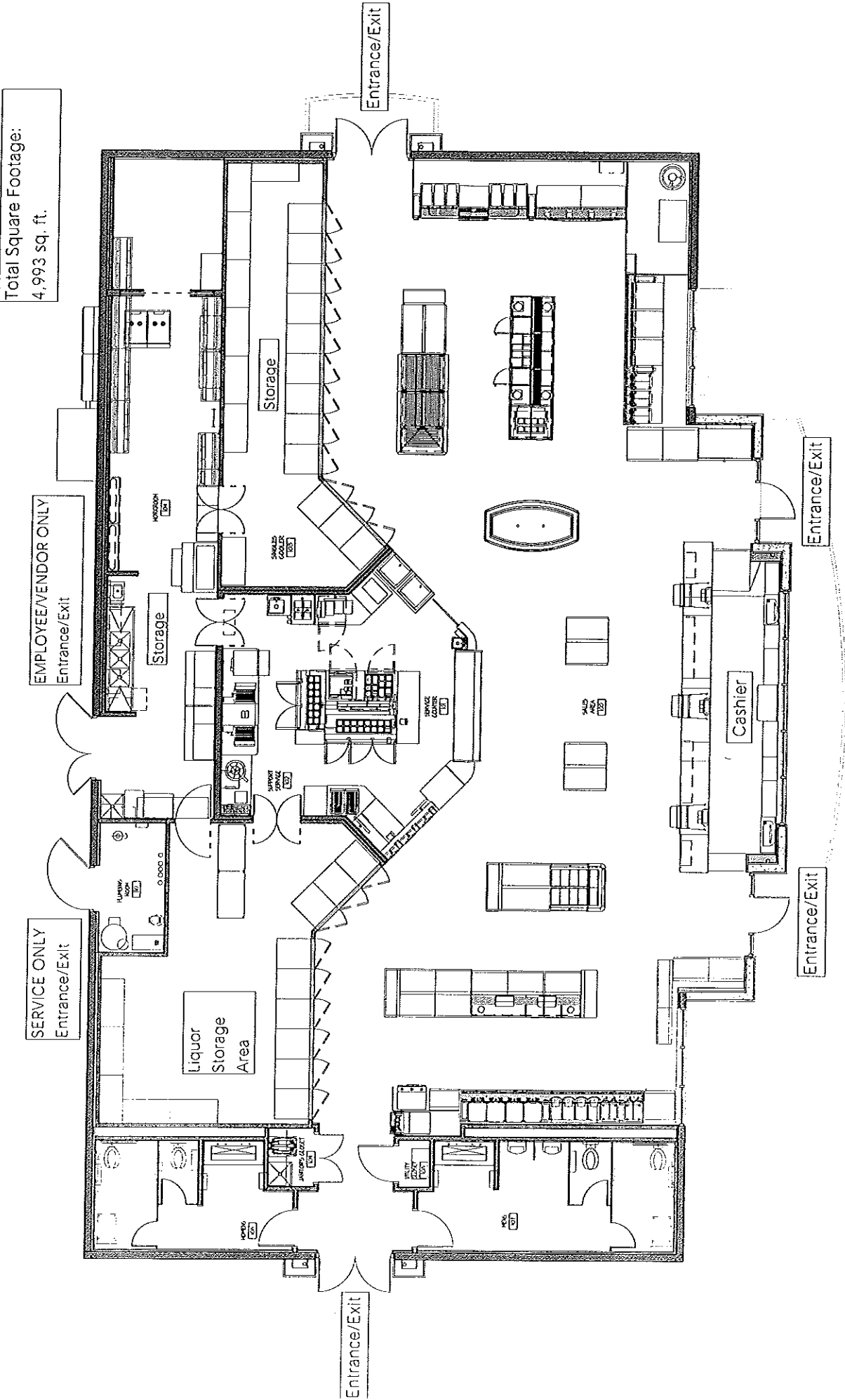
Ira A Murphy Elementary School
7231 W. North Lane
Peoria, AZ 85345
+/- 1,100 feet
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0
- 7) Is there a drive through window on the premises?
No
- 8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
N/A
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
03/30/2021

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	PCH - Alien Status Form 10-1-18.pdf	10/02/2020
ORGANIZATIONAL DOCUMENTS	QT - Liquor - Ownership Breakdown for 10/02/2020 Liquor Applications.pdf	
DIAGRAM/FLOOR PLAN	4,993 Floor Plan copy.pdf	10/02/2020

QUESTIONNAIRE	QT - 1425 - CEC Questionnaire -.pdf	10/02/2020
QUESTIONNAIRE	QT - 1425 - JCR Questionnaire.pdf	10/02/2020
QUESTIONNAIRE	QT - 1425 - PCH Questionnaire .pdf	10/02/2020

Total Square Footage:
4,993 sq. ft.



30 OCT 8 11:17 PM '04

State of Arizona
Department of Liquor Licenses and Control

JOB# 117347
Peoria
AP

Created 09/22/2020 @ 02:20:05 PM

Local Governing Body Report

LICENSE

Number: Type: 012 RESTAURANT
Name: CROSS EYED CRICKET
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 28615 N EL MIRAGE ROAD
#103
PEORIA, AZ 85383
USA
Mailing Address: 28615 N EL MIRAGE ROAD
PEORIA, AZ 85383
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

AGENT

Name: MARK HARRY GAYDOSZ
Gender: Male
Correspondence Address: 28615 N EL MIRAGE ROAD
PEORIA, AZ 85383
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

OWNER

Name: FORKUM LLC
Contact Name: MARK HARRY GAYDOSZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L-1989502-0 State of Incorporation: AZ
Incorporation Date: 03/10/2015
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

Officers / Stockholders

Name:
MARK HARRY GAYDOSZ

Title:
Member, Stockholder

% Interest:
100.00

FORKUM LLC - Member, Stockholder

Name: MARK HARRY GAYDOSZ
Gender: Male
Correspondence Address: 28615 N EL MIRAGE ROAD
PEORIA, AZ 85383
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 117347
Application Type: New Application
Created Date: 08/14/2020

Free

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
None
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
Yes, Contiguous
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

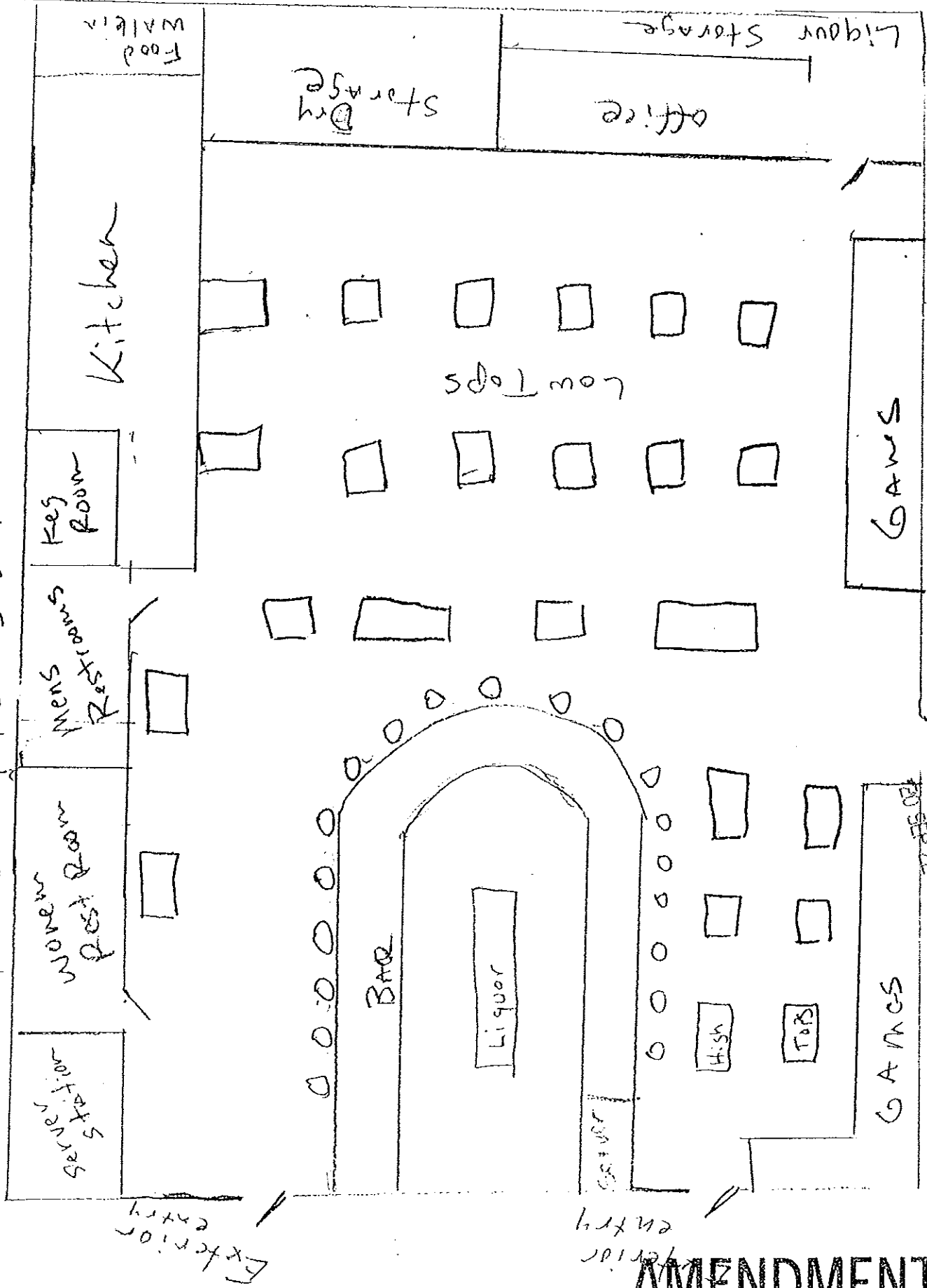
DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
---------------	-----------	---------------

MISCELLANEOUS	Forkum LLC I- Mark Gaydosz Fingerprint Card.pdf	08/25/2020
INTERIM PERMIT (INP) NOTARY PAGE	Forkum LLC - Interm Permit Notary Page.pdf	08/25/2020
QUESTIONNAIRE	Forkum LLC lic_questionnaire - Completed.pdf	08/25/2020
DIAGRAM/FLOOR PLAN	Forkum LLC - Cross Eyed Cricket Floor Plan.pdf	08/25/2020
RESTAURANT OPERATION PLAN	Forkum LLC - Cross Eyed Cricket Operational and Floor Plan.pdf	08/25/2020
MENU	Cross Eyed Cricket_full menu 7-24- 2020.pdf	08/25/2020
RECORDS REQUIRED FOR AUDIT	Forkum LLC - Records for Audit List.pdf	08/25/2020
	Cross Eyed Cricket - layout diagram.pdf	09/11/2020
	Forkum LLC - Cross Eyed Cricket Operational Plan.pdf	09/11/2020
	Forkum LLC - Records Required for Audit.pdf	09/11/2020
	Title 4 Management Liquor Training Certificate - Mark Gaydosz.pdf	09/11/2020

UNUSABLE CRICKET

TOTAL Sq Footage: 4100

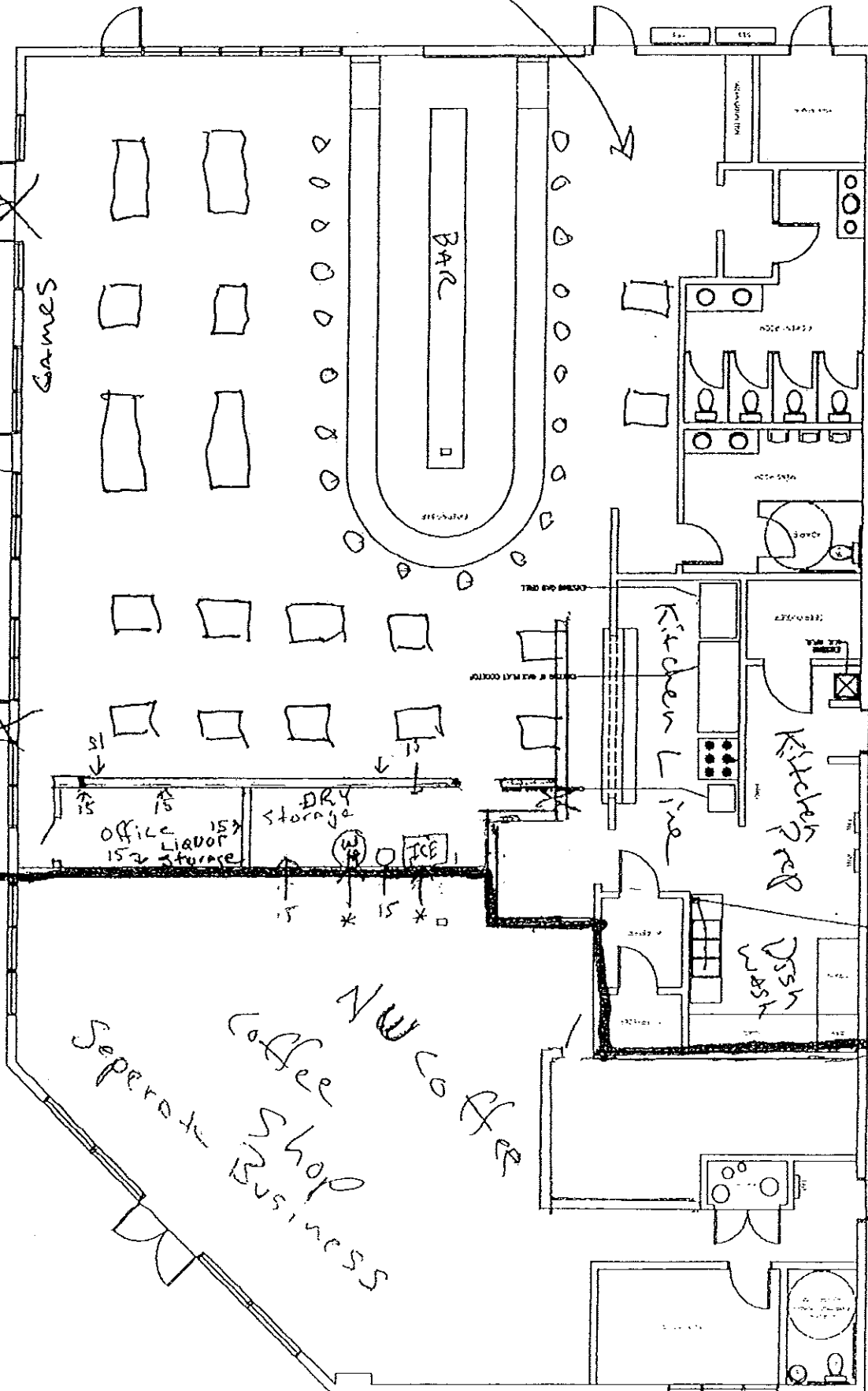


20 SEP 15 LIQ. Lic. PM1254

20 SEP 22 LIQ. Lic. PM 2126

AMENDMENT

7N



- * - 30 amp outlets
- 15 - 15 amp outlets
- 31 - water heater
- 0 - water softener
- 1 - Ice machine

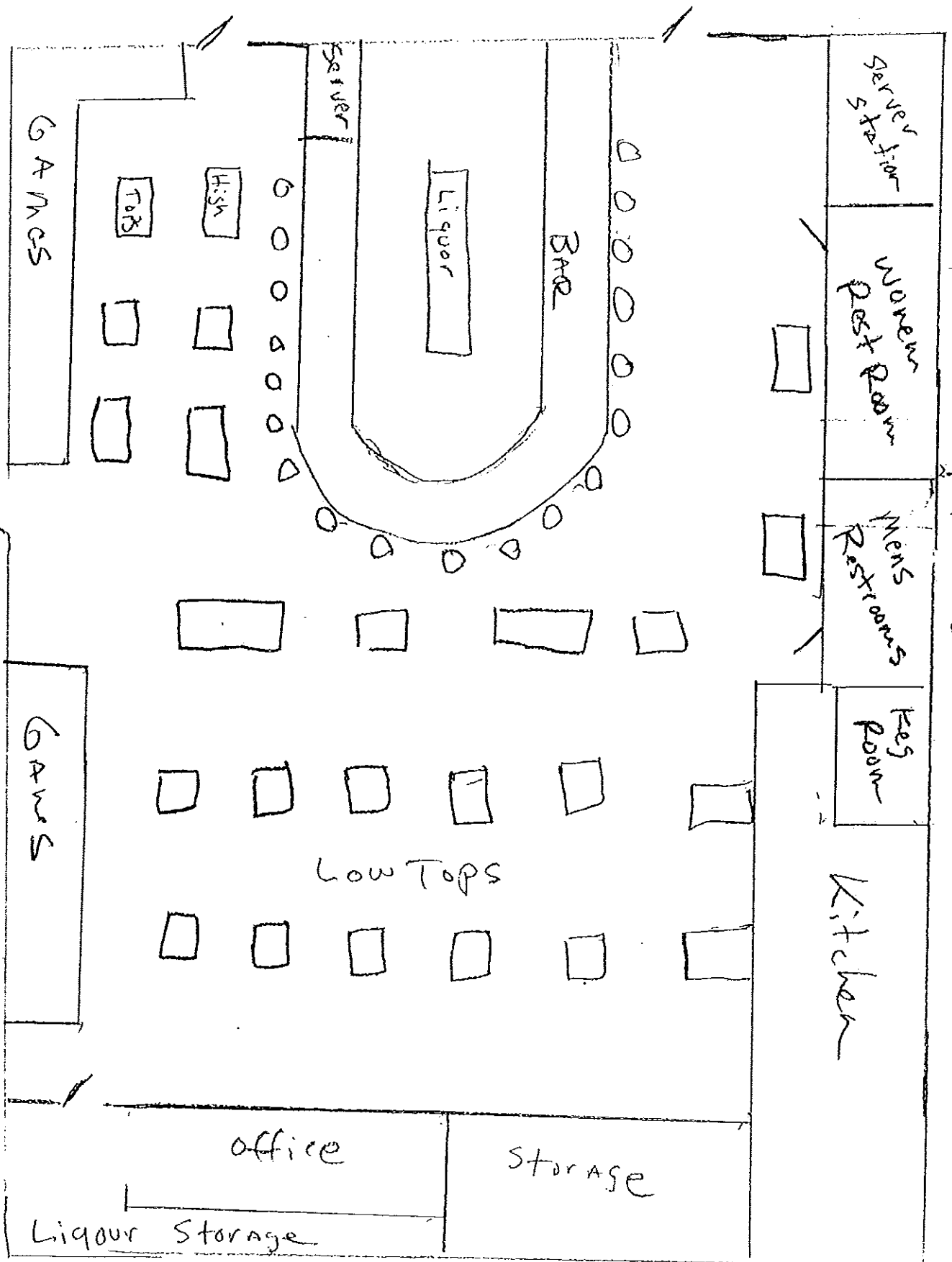
20 SEP 22 14. 13. PM 2 00

Seating
Occupancy 105

20 SEP 14 17:15, #1121

Separate Coffee Shop Business

UNO.ATED CRICKET
Total Sq Footage: 4100



20 SEP 11 Lic. PM 4 32

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 24R.

Date Prepared:

Council Meeting Date: 11/10/2020

TO: Honorable Mayor and City Council

FROM: Vanessa P. Hickman, City Attorney Chris M. Jacques, Planning Director

SUBJECT: Code Amendment, Chapter 17, Ban Smoking and Consuming Marijuana on City Owned or Operated Property

Purpose:

Discussion and possible action to adopt **ORD. 2020-14** amending Chapter 17 of the Peoria City Code adopting regulations that prohibit smoking and possession of Recreational Marijuana on property occupied, owned, controlled or operated by the City of Peoria.

Summary:

Proposition 207, a statewide ballot measure known as the “Smart and Safe Arizona Act”, will provide Arizona voters an opportunity to legalize recreational marijuana at the general election in November 2020. Provisions in the Act would legalize the possession and non-medicinal recreational use of marijuana by adults over the age of twenty-one. However, provisions of the Act would allow the City of Peoria to prohibit the use and possession of recreational marijuana on property that is occupied, owned, controlled or operated by the City.

Should the Smart and Safe Arizona Act be approved by the voters and become law, the attached code-amending Ordinance would take effect to prohibit (1) smoking, consumption and possession of Marijuana and Marijuana Products on any property that is occupied, owned, controlled or operated by the City of Peoria; and (2) smoking and consumption of Marijuana or Marijuana Products in any open space or public place; and (3) prohibit the same where smoking is already prohibited in the City.

Previous Actions/Background:

There has been no previous action on this matter.

Options:

A: Approve the adoption of an Ordinance that prohibits smoking and possession of Recreational Marijuana on property occupied, owned, controlled or operated by the City of Peoria.

B: Do not approve the adoption of an Ordinance that prohibits smoking and possession of Recreational Marijuana on property occupied, owned, controlled or operated by the City of

Peoria.

Staff Recommendation:

Staff recommends the adoption of the Ordinance that prohibits (1) smoking, consumption and possession of Marijuana and Marijuana Products on any property that is occupied, owned, controlled or operated by the City of Peoria; and (2) smoking and consumption of Marijuana or Marijuana Products in any open space or public place; and (3) prohibit the same where smoking is already prohibited in the City.

Fiscal Analysis:

There is no direct fiscal impacts to the City.

ATTACHMENTS:

Chapter 17 Ordinance - Marijuana

Contact Name and Number:

Vanessa P. Hickman, City Attorney, (623) 773-7330

ORDINANCE NO. 2020-14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, AMENDING CHAPTER 17 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 17-2 PERTAINING TO PUBLIC NUISANCES; DEFINITIONS; BY AMENDING RESERVED SECTION 17-71 TO ADDRESS RECREATIONAL MARIJUANA; AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need; and

WHEREAS, marijuana contains tetrahydrocannabinol, which remains on Schedule I of the Controlled Substances Act pursuant to 21 U.S.C. § 811 et al.; and

WHEREAS, the statewide ballot measure I-23-2020, known as the “Smart and Safe Arizona Act,” has been certified as Proposition 207 and placed on the November 3, 2020 general election ballot and contains provisions to 1) authorize the sale of non-medicinal recreational marijuana to adults who are at least twenty-one years of age; 2) authorize adults over age twenty-one to possess marijuana for non-medicinal recreational use; and 3) allow cities to enact reasonable regulations to protect public health, safety, and welfare, including limitations on recreational marijuana retail establishments, marijuana testing facilities, and delivery of recreational marijuana; and

WHEREAS, the City of Peoria has a legitimate government interest in protecting public health, safety, and welfare of its citizens by prohibiting smoking, consuming and possessing Marijuana and Marijuana Products on City property, public open spaces and public spaces.

THEREFORE, it is ordained by the Mayor and Council of the City of Peoria as follows:

SECTION 1. Chapter 17 of the Peoria City Code (1992) is amended by amending Section 17-2 pertaining to Public Nuisances; definitions and which shall read as follows:

Sec. 17-2. - Public Nuisances; definitions.

The following words, terms, and phrases when used in this Chapter shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

(a) *"Abandoned or inoperable vehicle"* means any vehicle that is:

- (1) Partially or wholly dismantled, discarded, wrecked, on blocks or similar devices, stripped, or scrapped; or
 - (2) A vehicle with a deflated tire or tires or missing any wheel or tire; or
 - (3) Any motor vehicle which is inoperable due to mechanical failure or mechanical disassembly. Any motor vehicle missing a windshield, hood, fenders, doors, bumpers, engine, transmission, interior seats or operating controls is deemed to be inoperable; or
 - (4) Any motor vehicle not displaying on the motor vehicle license plates and/or tags indicating current registration in this state or some other jurisdiction.
- (b) *"Bar"* means an area devoted primarily to the serving of alcoholic beverages, to which food service is only incidental or which is the holder of a license issued under A.R.S. § 4-206.01 by the Arizona Department of Liquor Control.
- (c) *"Blight" or "Blighted"* means unsightly conditions including accumulation of debris; fences characterized by holes, breaks, rot, crumbling, cracking, peeling or rusting, landscaping that is dead, characterized by uncontrolled growth, lack of maintenance or damage; buildings, structures, whether main or accessory characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence or physical decay, neglect, excessive use or lack of maintenance; other similar conditions of disrepair and deterioration regardless of the condition of other properties in the neighborhood.
- (d) *"Consume", "Consuming", and "Consumption" mean the act of ingesting, inhaling, or otherwise introducing marijuana into the human body.*
- ~~(d)~~(e) *"Designated smoking area"* means any area within an enclosed public place where smoking is specifically permitted. Any area in which smoking is permitted shall be located, to the fullest extent possible, in such a manner as to confine smoke to that area.
- ~~(e)~~(f) *"Disturbed surface area"* means any portion of the earth's surface, or materials placed thereon, that has been physically moved, uncovered, destabilized, or otherwise changed from its undisturbed natural condition, thereby increasing the potential for emission of fugitive dust.
- ~~(f)~~(g) *"Dust suppressants"* means water, hygroscopic materials, solution of water and chemical surfactant, foam or non-toxic chemical/organic stabilizers not prohibited for use by any applicable law, rule, or regulation, as a treatment material to reduce fugitive dust emissions.
- ~~(g)~~(h) *"Employee"* means any person who is employed by any employer for direct or indirect monetary wages or profit. For purposes of this Chapter, the designation "independent contractor" shall not prevent a person from being deemed an "employee."
- ~~(h)~~(i) *"Employer"* means any person employing the services of at least one person.

- ~~(i)~~(j) *"Enclosed public place"* means any area enclosed by a roof and walls with one or more openings for ingress and egress, which is available to and customarily used by the public. Enclosed public places governed by this Chapter shall include, but shall not be limited to, public areas such as elevators, waiting rooms, reception areas, lobbies, restrooms, restaurants, retail stores, retail service establishments, grocery stores, convenience markets, drugstores, shopping malls, theaters, auditoriums, public and private stores, offices of health care professionals, pharmacies, indoor sports facilities and their lobbies, public transportation vehicles and terminals, airport service lines, airport waiting lounges, taxicabs or other means of public transit, community centers, child care centers, public or common areas of hotels and motels, financial institutions, all indoor facilities and any public places already regulated by A.R.S. § 36-601.01. A private residence is not an enclosed public place.
- ~~(j)~~(k) *"Fence, screen wall, and/or retaining wall"* includes free-standing, self-supporting structures constructed of durable wood, chain link with privacy slats, metal, masonry, composites, or other standard fencing materials designed to provide privacy, security, screening, or bank retention between grade separations.
- ~~(k)~~(l) *"Firebreak"* means an area of land that has had plants and trees removed to stop the spread of a fire. Cleared area should be 10 feet from the property line adjacent to a vacant lot, or 15 feet from the property line for parcels with a structure.
- ~~(l)~~(m) *"Garbage"* means an accumulation of spoiled or discarded animal or vegetable material resulting from the handling, preparation, cooking, or consumption of food for humans or animals, as well as other organic waste material subject to rapid decomposition.
- ~~(m)~~(n) *"Grass"* includes Barnyard grass, Bermuda grass, Bluegrass, Brome grasses, Crab grass, Foxtail, Johnson grass, Ragweed, Rye grass, wild oats, or hybrids thereof.
- ~~(n)~~(o) *"Hazard"* means a condition that may cause personal physical harm.
- ~~(o)~~(p) *"Junk"* includes items that in their present state are of little or no apparent economic value that are not confined within an industrial area in compliance with the Peoria Zoning Code in Chapter 21 of this Code, such as an accumulation of the following materials: discarded or scrapped furniture; glass, metal, paper, or machinery parts; inoperable machinery or appliances; building material wastes; litter; discarded or empty containers; automobile parts or mechanical parts. Junk shall also include all types of solid waste described in chapter 22 of this code.
- ~~(p)~~(q) *"Land"* means all land in the City of Peoria, whether unimproved or on which buildings or other structures are located.
- ~~(q)~~(r) *"Legal driveway"* means a short private road from a street to the principal structure's garage or carport. For principal structures without a

garage or carport a single location shall be designated connected to principal structure.

(s) "Marijuana"

1. Means all parts of the plant of the genus cannabis, whether growing or not, as well as the seeds from the plant, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.
2. Includes cannabis as defined in Ariz. Rev. Stat. § 13-3401.
3. Includes marijuana concentrate.
4. Does not include industrial hemp, the fiber produced from the stalks of the plant of the genus cannabis, oil or cake made from the seeds of the plant, or sterilized seeds of the plant that are incapable of germination, or the weight of any other ingredient combined with marijuana used to prepare topical or oral administrations, food, drink, or other products.

(t) "Marijuana Concentrate"

1. Means resin extracted from any part of a plant of the genus cannabis and every compound, manufacture, salt, derivative, mixture, or preparation of that resin or tetrahydrocannabinol.
2. Does not include industrial hemp or the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or other products.

(u) "Marijuana Products" means products that are composed of marijuana concentrate and other ingredients and that are intended for consumption or introduction into the body, including edible products, ointments, tinctures, and vapor solutions.

~~(r)~~(v) "Occupant" means the person occupying or having custody of a structure or premises as a lessee or otherwise.

(w) "Open Space" means a public park, public sidewalk, public walkway or public pedestrian thoroughfare.

~~(s)~~(x) "Owner/operator" means any person who owns, leases, operates, controls, maintains, or supervises a premises or a fugitive dust source subject to the requirements of this Chapter.

~~(t)~~(y) "Person" means a human being, enterprise, corporation, association, partnership, firm, or society.

~~(u)~~(z) "Place of employment" means any area under the control of a private or public employer, which is intended for occupancy by employees during the course of employment, including, but not limited to, work areas, offices, employee lounges, conference and meeting rooms, employee cafeterias and lunchrooms, classrooms, auditoriums, hallways,

stairways, waiting areas and restrooms. A private residence is not a place of employment.

~~(v)~~(aa) *"Plant growth"* means vegetation, whether living or dead, such as grass, weeds, vines, bushes, cactus, or trees.

~~(w)~~(bb) *"Premises"* means all land, any dwelling, house, building or other structure, designed or used either wholly or in part for residential, commercial or agricultural purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps or vestibules belonging or appurtenant to such dwelling, house, building or other structures.

~~(x)~~(cc) *"Private clubs and private recreation facilities"* means an establishment which:

- (1) Charge a membership fee that must be paid in advance of arrival to the establishment and are not open to invitees of members or the general public, or
- (2) Membership is limited to those persons who have served in the armed forces of the United States or this state.

For purposes of this definition, a charge which is paid at the door upon entry to the establishment is specifically designated not to be a membership fee.

~~(y)~~(dd) *"Public Place"*, ~~means any street, sidewalk, boulevard, alley, right-of-way, or other public way and any public park, square, space, ground, or building as defined in the Smoke-Free Arizona Act, Section 36-601.01,~~ means any enclosed area to which the public is invited or in which the public is permitted, including airports, banks, bars, common areas of apartment buildings, condominiums or other multifamily housing facilities, educational facilities, entertainment facilities or venues, health care facilities, hotel and motel common areas, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports facilities, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.-

~~(z)~~(ee) *"Stored"* means parking, leaving, locating, keeping, maintaining, depositing, remaining, or being physically present on public or private property.

~~(aa)~~(ff) *"Street or highway"* means the entire width between the boundary lines of every right-of-way publicly owned or maintained when any part thereof is open to the use of the public for the purpose of vehicular traffic.

~~(bb)~~(gg) *"Structure"* means any constructed or erected material or combination of materials the use of which requires location on the ground or attachment to something located on the ground, including

inter-alia buildings, stadiums, radio towers, sheds, storage bins and fences.

~~(ee)~~(hh) *"To smoke or smoking"* means burning or carrying any lighted cigarette, tobacco, marijuana or other weed or plant or placing any burning tobacco, marijuana, weed or plant in an ashtray or other receptacle and allowing smoke to diffuse into the air.

~~(dd)~~(ii) *"Vacant lot"* means a tract, lot, or parcel of improved or unimproved land, residential, industrial, institutional, governmental, or commercial for which there is no approved or permitted building or structures of a temporary or permanent nature.

~~(ee)~~(ij) *"Vehicle"* means every device by which any person or property is or may be transported or drawn upon a street or highway, excepting devices moved by human power or used exclusively upon stationary rails or tracts.

~~(ff)~~(kk) *"Weeds"* means for any residential lot of one acre or less, any uncultivated shrubs or uncultivated vegetation higher than 12 inches, lawn grass higher than 6 inches, and any vegetation that is dead. For lots greater than one acre in size, "Weeds" means any uncultivated shrubs or uncultivated vegetation that is permitted to grow in such a manner as to cover the area designated as a firebreak zone by the City between adjacent properties and the subject property, and those types of plant growth defined as noxious weeds in A.R.S. § 3-201 regardless of whether a particular property owner or occupant who is the subject of enforcement action under this Chapter regards the growth as desirable.

~~(gg)~~(ll) *"Wildflower"* a flower that grows in natural places without being planted by people.

SECTION 2. Chapter 17 of the Peoria City Code (1992) is amended by amending Reserved Section 17-71 to address Recreational Marijuana and which shall read as follows:

Sec. 17-71 - ~~Reserved~~Recreational Marijuana.

(a) To the fullest extent permitted by law, it is unlawful to consume, smoke, or possess Marijuana or Marijuana Products on property that is occupied, owned, controlled, or operated by the City of Peoria.

(b) It is unlawful for an individual to smoke or consume Marijuana or Marijuana Products in any open space or public place in the City of Peoria.

(c) It is unlawful to smoke or consume Marijuana or Marijuana Products where smoking is prohibited as set forth in this Chapter.

(d) A violation of subsections (a) and (c) of this Section is a Class One (1) misdemeanor subject to the provisions of Section 1-5 of the Code.

(e) A violation of subsection (b) of this Section is a petty offense, unless the open space or public place is occupied, owned, controlled, or operated by the City of Peoria, then said violation will be subject to the penalties set forth in subsection (d) of this Section.

SECTION 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. This Ordinance shall not become effective unless and until the statewide ballot measure I-23-2020, known as the "Smart and Safe Arizona Act," (Proposition 207) becomes law when approved by a majority of the votes cast at the November 3, 2020 general election and on proclamation of the Governor. This Ordinance shall become effective in the manner provided by law upon the Governor's proclamation.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 10th day of November, 2020.

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: November 19, 2020
Effective Date: _____

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 25R.

Date Prepared: 10/21/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Chris M. Jacques, AICP, Planning Director
SUBJECT: Specific Area Plan Amendment, Grand Commons, Grand Avenue and 85th Avenue

Purpose:

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous (7-0) recommendation to adopt **RES. 2020-78**, approving an amendment to the Old Town Specific Area Plan Land Use Map for a 7.5 acre site located at 8455 NW Grand Avenue, from Flex Mixed-Use to Old Town Commercial Mixed Use land use category.

Summary:

The applicant, Scott Whyte from the City of Peoria Real Estate Development Officer, representing SJ Acquisitions, is requesting a Specific Area Plan Amendment and Rezone of approximately 7.5 gross acres located at 8455 NW Grand Avenue (former Smitty's site). The request, if approved, would facilitate redevelopment of a vacant parcel near Old Town for a mixed-use project with both commercial and multi-family residential uses.

This request has been proposed in combination with an associated Rezone (Case Z20-06). These cases will be presented together with a request to take two separate actions.

Please note that the associated staff report, exhibits and findings are contained within the above cited agenda item to avoid redundancy.

Previous Actions/Background:

- On October 15, 2020, the Planning and Zoning Commission held a public hearing and voted 7-0, recommending approval of the Specific Area Plan Amendment and the Rezone. There was speaker present on the case.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or

D: Continue action to a date certain or indefinitely; or

E: Remand to the Planning & Zoning Commission for further consideration.

Staff Recommendation:

APPROVE Case GPA20-04 as recommended by Staff and the Planning and Zoning Commission.

Fiscal Analysis:

This request will not have budgetary impacts on the City.

ATTACHMENTS:

Exhibit 1 - Vicinity Map

Exhibit 2: Resolution

Contact Name and Number:

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

Amanda Beck, Senior Planner (623) 773-7128

GPA20-04 and Z20-06: Grand Commons

8455 Grand Avenue



Exhibit 2
DRAFT RESOLUTION

RESOLUTION NO. 2020-78

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE MAP OF THE PEORIA GENERAL PLAN FROM FLEX MIXED USE TO OLD TOWN COMMERCIAL MIXED USE FOR A PROPERTY TOTALLING 7.5 ACRES IN THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

WHEREAS, the General Plan heretofore adopted by the City of Peoria, Arizona provides for periodic review and amendment;

WHEREAS, the City of Peoria is required to follow the procedures of A.R.S. 9-461.06 in adopting any amendments to the General Plan; and

WHEREAS, the Peoria Planning and Zoning Commission, after due and proper notice as required by law, held a public hearing regarding Case GPA20-04, on October 15, 2020; and

WHEREAS, after such public hearing and consideration of Case GPA20-04, the Peoria Planning and Zoning Commission recommended adoption of Case GPA20-04, a copy of which recommendation is on file with the City Clerk of the City of Peoria, Arizona, and which said Case GPA20-04 was transmitted to the Mayor and City Council of the City of Peoria prior to the meeting of November 10, 2020; and

WHEREAS, after due and proper consideration of Case GPA20-04, the Mayor and City Council of the City of Peoria, Arizona have found that Case GPA20-04 will properly aid in the orderly growth and development of the City of Peoria, Arizona.

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

SECTION 1. Amendment to the Peoria General Plan

The City Council of the City of Peoria, Arizona, does hereby accept and adopt amendment number GPA20-04, amending the Land Use Map of the Peoria General Plan further detailed through the Old Town Specific Area Plan, for the area described in Exhibits A and B.

SECTION 2. Separability

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. Effective Date

This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria,
Maricopa County, Arizona this 10th day of November, 2020.

Cathy Carlat, Mayor

Date signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Exhibit A
Legal Description

That portion of the East half of the Southeast quarter of Section 22, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian; lying Southwesterly of the Southwesterly right of way line of U.S. Highway 60-70-89 (Grand Avenue) described as follows:

Beginning at the Southwest corner of the East half of the Southeast quarter of said Section 22;

Thence North 0 degrees 10 minutes 17 seconds East (assumed bearing), 510.24 feet along the west line of said East half of the Southeast quarter to the True Point of Beginning for the herein described parcel of land;

Thence continuing North 0 degrees 10 minutes 17 seconds East, 270 feet along the said West line of the East half of the Southeast quarter to a point;

Thence South 89 degrees 49 minutes 43 seconds East, 140 feet to a point; Thence North 0 degrees 10 minutes 17 seconds East, 56.16 feet to a point;

Thence North 45 degrees 42 minutes 42 seconds East, 327.22 feet to a point on the Southwesterly right of way line of U.S. Highway 60-70-89 (Grand Avenue) as recited in Book 90 of Deeds, page 508-512 inclusive;

Thence South 44 degrees 17 minutes 18 seconds East, 555 feet along said Southwesterly right of way line of U.S. Highway 60-70-89 (Grand Avenue) to a point that is the Northwesternly end of the Westerly right of way line of 84th Avenue (Peach Street) as dedicated in Docket 7752, page 521;

Thence along a curve, concave right, having a radius of 20.63 feet and central angle of 86 degrees 28 minutes 45 seconds 31.14 feet to the Southerly end of said curve and the beginning a curve, concave left, having a radius 315.32 feet and a central angle of 42 degrees 00 minutes 09 seconds;

Thence 231.16 feet along the arc of said curve and the Westerly right of way line of 84th Ave. (Peach Street) to the end of said curve;

Thence North 41 degrees 15 minutes 45 seconds West, 94.54 feet to a point;

Thence South 45 degrees 42 minutes 42 seconds West, 292.64 feet to a point on the Northerly right of way line of Peoria Avenue as described in Docket 7141, page 363;

Thence South 89 degrees 59 minutes 26 seconds West, 43.91 feet along said Northerly right of way line of Peoria Avenue to the beginning of a curve, concave left, having a central angle of 4 degrees 55 minutes 50 seconds and a radius of 326.33 feet;

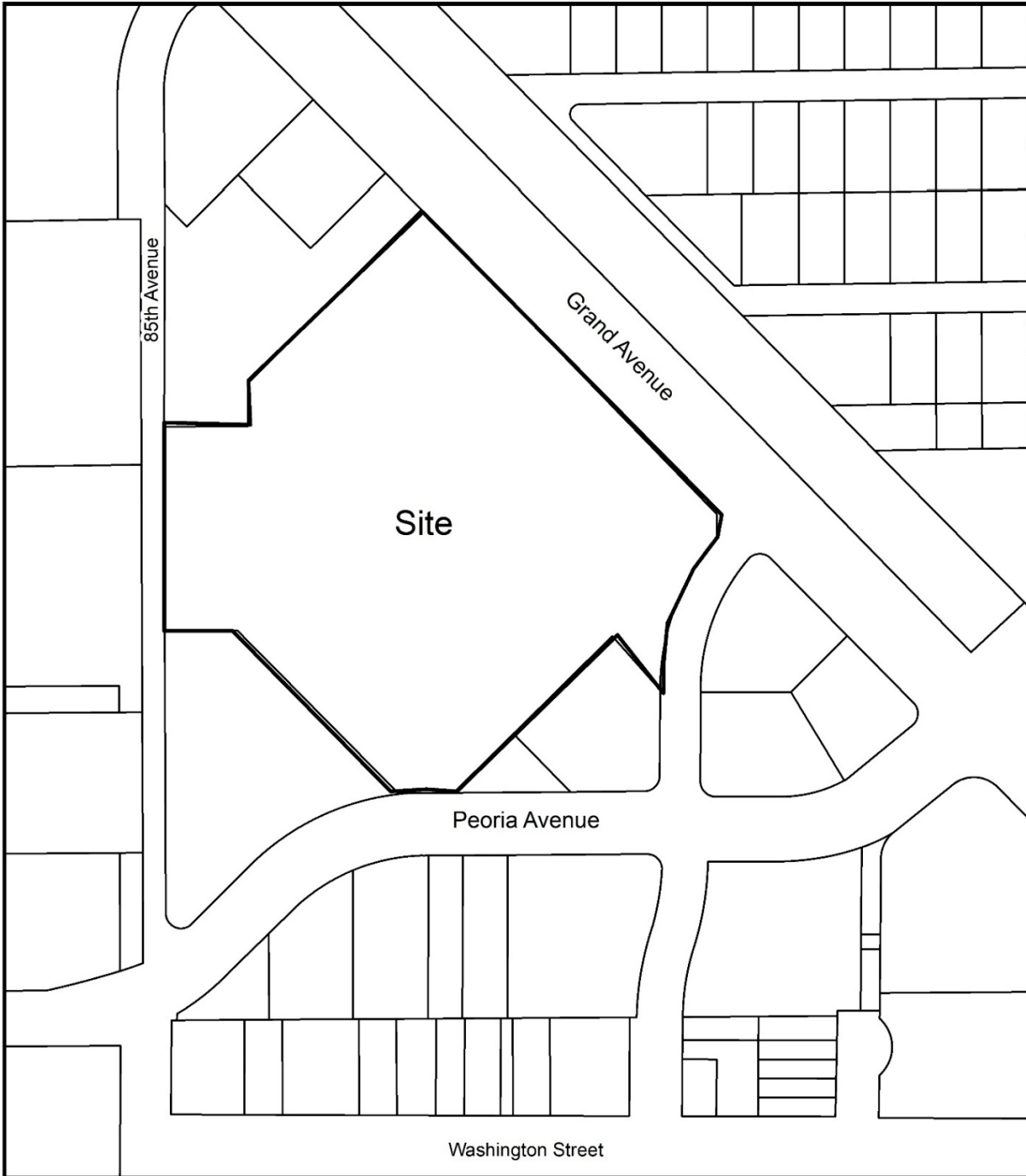
Thence 28.08 feet along the arc of said curve and the said Northerly right of way line of Peoria Avenue to a point;

Thence North 44 degrees 17 minutes 18 seconds west, 302.01 feet along a line that is parallel with and 565 feet Southwesterly of the above said Southwesterly right of way line of U.S. Highway 60-70-89 (Grand Ave.) to a point;

Thence North 89 degrees 49 minutes 43 seconds west, 126.91 feet to the True Point of Beginning for the herein described parcel of land.

Assessor's Parcel Number: 142-42-042Q

**Exhibit B
Parcel Map**



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 26R.

Date Prepared: 10/21/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Chris M. Jacques, AICP, Planning Director
SUBJECT: Rezone, Grand Commons, Grand Avenue and 85th Avenue

Purpose:

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous (7-0) recommendation to adopt **ORD. 2020-15**, approving the rezoning of a 7.5 acre site located at 8455 NW Grand Avenue, from Central Commercial (C-3) to the Grand Commons Planned Area Development (PAD).

Summary:

Introduction:

The applicant, Scott Whyte City of Peoria Real Estate Development Officer, representing SJ Acquisitions, is requesting a Rezone of approximately 7.5 gross acres located at 8455 NW Grand Avenue (former Smitty's site). The request, if approved, would facilitate redevelopment of a vacant parcel near Old Town for a mixed-use project with both commercial and multi-family residential uses.

This request has been proposed in combination with an associated Specific Area Plan Amendment (Case GPA20-04).

Site Location and Context:

The subject site is located near Old Town at 8455 NW Grand Avenue, and is the site of the former Smitty's building. The site is bounded by Grand Avenue to the north, 85th Avenue to the west, 84th Avenue to the east and Peoria Avenue to the south.

Specific Area Plan Amendment:

The subject property is designated on the PlanPeoriaAZ 2040 General Plan Land Use Map as Master Planned Area and further detailed through the Old Town Specific Area Plan (OTSAP). The Old Town Peoria Specific Area Plan provides the vision for the redevelopment and revitalization of the four square-mile area located in and around Old Town Peoria. The overall area is envisioned as an accessible and inviting urban center that will support a wide-range of uses to attract residents and visitors to businesses and events, supported by an appealing pedestrian environment that is enhanced by quality urban design.

Recognizing that the four (4) square-mile planning area of the OTSAP is large and contains sections with distinct physical and land use characteristics, the document divides the planning area into smaller units or “Districts.” The district methodology tailors specific guidelines and actions to targeted areas based upon their distinct environments, opportunities, and revitalization objectives. The subject site is located within the Central District, which is intended to facilitate redevelopment following transit oriented development (also known as “TOD”) design principles. The revitalization intent is for this section of Old Town to become a hub with multimodal transit, compact and integrated activities, and attractive public gathering spaces.

The subject site’s designation within the Old Town SAP currently identifies the property as Flex Mixed Use (FMU). The FMU category is intended to facilitate the development of amenities that are regional attractions, such as entertainment, convention, and hospitality uses with physically large scale structures (up to 100 feet in height), similar to the P83 District. The proposed mixed-use development does not meet the stated design intent or the intensity of the existing land use designation, and as such, the applicant has proposed a Specific Area Plan Amendment (GPA20-04).

The applicant is requesting the Specific Area Plan Amendment to change the land use category to extend the mix of commercial and residential uses seen within the commercial core of Old Town along Grand Avenue. The proposed land use designation is the Old Town Commercial Mixed Use (OTCMU), which is intended to develop office and retail uses that attract vehicular, public transit, and pedestrian users along with integrated medium to high-density residential uses.

Rezone (PAD):

The site is currently zoned Central Commercial (C-3) Zoning District. The current zoning district only allows for non-residential uses. The proposed rezoning request to Planned Area Development (PAD) would allow for a mixed-use development featuring non-residential uses and high-density residential. The applicant is proposing a mixed-use development, known as Grand Commons, which will allow for commercial and / or vertical mixed-use land uses sited along Grand Avenue, to be integrated with a multi-family component that will be sited with access from 85th Avenue.

Two potential development options are outlined in the Grand Commons Planned Area Development (PAD) Standards and Guidelines. The first, known as the “Commercial” option, distributes the different uses horizontally with non-residential uses along Grand Avenue, and the multi-family accessed from 85th Avenue. The second option, referred herein as the “Mixed Use” option, would vertically integrate non-residential and residential uses into the same building or buildings along Grand Avenue, with residential-only uses sited along 85th Avenue.

To ensure a truly mixed-use development, the PAD establishes a land plan that denotes two development parcels (Parcel 1 and Parcel 2). Parcel 1 delineates the commercial/mixed use parcel and Parcel 2 is the multi-family use parcel. The land plan prohibits standalone multi-family within Parcel 1 in order to preserve the mixed-use vision for the development. The commercial/mixed use parcel (Parcel 1) refers back to the Intermediate Commercial (C-2) Zoning District, and the multi-family use parcel (Parcel 2) refers back to the Multi-Family (RM-1) Zoning District within the City of Peoria Zoning Ordinance.

Standards	Proposed Grand Commons PAD
Site Orientation	Commercial / mixed-use buildings shall front on Grand Avenue
	Multi-family uses shall take access from 85 th Avenue; Buildings along 85 th should be parallel to the street
Connectivity	The site shall feature a minimum of one (1) primary pedestrian connection between the commercial and multi-family
Multi-family Standards	
Maximum Residential Density	25.0 du/ac
Open Space	150 square feet per bedroom <i>plus</i> a private balcony per unit
Maximum Building Height	48 feet within 30 feet of 85 th Avenue, 60 feet elsewhere in the project
Minimum Building Setbacks 85 th Avenue Exterior Side / Rear Interior Side	10 feet None required None required
Commercial Standards	
Maximum Building Height	60 feet
Outdoor Seating or Gathering Space	200 square feet per building; 35% of amenity space shall be shaded
Minimum Building Setbacks Grand Avenue Exterior Side / Rear Interior Side	10 feet None required None required

Circulation/Access:

The subject site has frontage along Grand Avenue, 85th Avenue, Peoria Avenue, and 84th Avenue. The commercial / mixed use portion of the development will take access from Grand Avenue. This roadway is under the jurisdiction of the Arizona Department of Transportation (ADOT). Vehicular access from Grand Avenue will be subject to approval from ADOT and will need to comply with the US 60 / Grand Avenue Corridor Optimization, Access Management, and System (COMPASS) Study.

The entrance to the multi-family residential will be from 85th Avenue. Residents and guests will be

able to also access the site from the entrance on Grand Avenue, as the development will have shared parking between the commercial / mixed uses and the multi-family residential. While the site in its current state has a curb cut on Peoria Avenue, future development of the site will remove this curb cut to increase traffic safety.

Summary/Findings:

Staff supports the General Plan Amendment and Rezoning request based on the following:

1. The amendment is in conformance with the Goals and Policies of the City of Peoria General Plan and the Old Town Specific Area Plan;
2. A proposed maximum density of 25.0 du/ac aligns with the Old Town medium-high density residential range of 18.0-25 dwelling units per acre while integrating the residential use with non-residential uses;
3. The proposed PAD zoning is in conformance with the goals and objectives set forth in the City of Peoria General Plan and the Old Town Specific Area Plan as well as the proposed Specific Area Plan Amendment; and
4. This rezoning request when coupled with the specific property development standards and design guidelines will promote a mixed-use and walkable environment while being contextually sensitive to existing development within the area.

Public Involvement:

Public Noticing

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

Outreach Efforts

As a requirement of the rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting. The applicant notified all property owners within a 600-foot radius of the site, all registered Homeowners' Associations within one (1) mile, adjacent jurisdictions, and affected school districts for the required neighborhood meeting.

The neighborhood meeting was held on August 25, 2020. Due to the impacts from COVID-19, the meeting was held virtually. Twenty-nine (29) persons attended, along with the City Councilor, council assistant, city staff, and the developer team. At the meeting, the applicant presented the details of the project and answered resident's questions. General feedback from residents included concerns about the following: 1) sufficient parking for a mixed-use development due to the proximity to Old Town where there are no parking minimums, 2) ensuring that the multi-family component is responsive to the character of the area, and 3) that the development not negatively impact the level of service for the existing roadways. As this is one of the larger sites near Old Town that is ripe for redevelopment, residents expressed concern in evaluating other uses on site such as a community and recreation center. The applicant team addressed questions of how this development could fit within the larger revitalization and redevelopment plans for Old Town by stressing this development would act as a catalyst to bring more businesses downtown, as well as the residents to support businesses after hours.

To make the project easily accessible so that residents could learn more without having to leave the safety of their homes, the applicant team has hosted a project website at <https://grand-commons-dps-abq.hub.arcgis.com/>.

Support/Opposition:

At the time of this writing staff has not received any opposition to the proposal. Staff did receive a resident's support and enthusiasm for the Grand Commons redevelopment, which is included in the staff report.

Previous Actions/Background:

- On October 15, 2020, the Planning and Zoning Commission held a public hearing regarding these cases. The Commission voted 7-0, recommending approval of the Specific Area Plan Amendment and the Rezone. There was one speaker from the public.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or

B: Approve with modifications; or

C: Deny; or

D: Continue action to a date certain or indefinitely; or

E: Remand to the Planning & Zoning Commission for further consideration.

Staff Recommendation:

APPROVE Case Z20-06 as recommended by Staff and the Planning and Zoning Commission.

Fiscal Analysis:

This request will not have immediate budgetary impacts to the City.

ATTACHMENTS:

Exhibit 1 - Vicinity Map

Exhibit 2 - Context Map

Exhibit 3 - Conditions of Approval

Exhibit 4 - Staff Report

Exhibit 5 - Ordinance

Contact Name and Number:

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

Amanda Beck, Senior Planner (623) 773-7128

GPA20-04 and Z20-06: Grand Commons

8455 Grand Avenue



GPA20-04 and Z20-06: Grand Commons

8455 Grand Avenue



Z20-06: Grand Commons

8455 Grand Avenue



The requested rezoning for the above referenced property is subject to the following Conditions of Approval in order to protect the public health, safety, welfare, and the City of Peoria:

1. The development shall substantially conform to the Grand Commons Planned Area Development (PAD) Standards and Guidelines Report, and the Project Narrative included with the Staff report to the Planning and Zoning Commission dated 10/15/2020, except as modified herein.
2. The Developer shall comply with all City of Peoria engineering design standards, policies, and requirements at the time of final engineering submittal.
3. The Developer shall provide a Traffic Impact Study/Analysis at time of development and final engineering submittal.
4. Access onto Grand Avenue is subject to Arizona Department of Transportation (ADOT) approval, as this deviates from the approved Corridor Optimization, Access Management, and System (COMPASS) Study.
 - a. At the time a user and specific site plan are identified, the Traffic Impact Analysis must be updated.
 - b. The City shall coordinate the access with ADOT. Should ADOT approve $\frac{3}{4}$ (right in, right out, left in) access to and from Grand Avenue, the Developer shall reconstruct the median in Grand Avenue to accommodate $\frac{3}{4}$ access. The developer shall obtain all necessary off-site permits from ADOT.
5. The Developer shall reconfigure 84th Avenue to terminate north of Peoria Avenue, with emergency only access provided to Grand Avenue from 84th Avenue. The site plan shall be designed to ensure that non-emergency vehicular traffic cannot use this emergency access. The geometrics will be approved at final engineering submittal.
6. The Developer shall construct a bus pull out and shelter or other infrastructure in the Peoria Avenue right-of-way, as approved by the City Engineer at the time of site plan approval.
7. Non-residential and/or mixed-use buildings along Grand Avenue shall be designed with 4-sided architecture such that "back of house" operations are integrated into the building, minimized through façade articulation, or otherwise screened from the right-of-way, as approved by the Planning Director.

8. Should the Developer elect to enter into a shared parking agreement, or seek a parking reduction as outlined with the Grand Commons PAD, the Developer shall demonstrate the reduction shall not result in the spillover of parking onto other properties.
9. As each parcel and/or use is developed, the Developer shall provide a updated parking analysis for the project.



PLANNING AND ZONING COMMISSION REPORT

Meeting October 15, 2020

Date:

Agenda Item: 4R

Case Name: Grand Commons: General Plan Amendment (GPA20-04) and
 Rezone (Z20-06)

General Application Information

Proposal:

The applicant is seeking to amend the Old Town Specific Area Plan land use designation, and to rezone the subject property to accommodate the development of a mixed-use project integrating commercial and multi-family uses.

Location:

8455 NW Grand Avenue

Project Acreage:

Approximately 7.5 gross acres

Applicant:

Scott Whyte, City of Peoria Real Estate Development Officer

Recommendations:

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

1. Recommend approval of General Plan Amendment Case GPA20-04 to the City Council;
and
2. Recommend approval of Rezoning Case Z20-06 to the City Council, subject to the attached conditions of approval in Exhibit 1.

ATTACHMENTS:

Description

Staff Report

Exhibit 1 - Conditions of Approval

Exhibit 2 - Vicinity Map

Exhibit 3 - Context Map

Exhibit 4 - Old Town SAP Map.pdf

Exhibit 5 - Zoning Map.pdf

Exhibit 6 - Minor GPA Narrative and Justification

Exhibit 7 - PAD Narrative and Justification
Exhibit 8 - Grand Commons PAD Standards
Exhibit 9 - Conceptual Development Plans
Exhibit 10 - Pedestrian Connectivity
Exhibit 11 - Citizen Participation Report
Exhibit 12 - PUSD Correspondence



PLANNING AND ZONING COMMISSION STAFF REPORT

Date **October 15, 2020**

To **Planning and Zoning Commission**

From **Amanda Beck**
Senior Planner

Subject **Grand Commons General Plan Amendment and Rezoning**

PROPOSAL

The applicant is seeking to amend the Old Town Specific Area Plan land use designation, and to rezone the subject property to accommodate the development of a mixed-use project integrating commercial and multi-family uses.

APPLICATION INFORMATION

Case Numbers General Plan Amendment (GPA20-04) and Rezoning (Z20-06)

Applicant Scott Whyte, City of Peoria Real Estate Development Officer

Request(s) 1. Amend the Old Town Specific Area Plan land use designation on approximately 7.5 acres from Flex Mixed-Use to Old Town Commercial Mixed-Use; and

 2. Rezone approximately 7.5 acres from Central Commercial (C-3) to Planned Area Development (PAD) to allow for the development of a mixed-use project with commercial uses along Grand Avenue integrated with multi-family along 85th Avenue, on the property located at 8455 NW Grand Avenue.

LOCATION AND CONTEXT

SUBJECT SITE

The subject site is located south of the southeast corner of Grand Avenue and 85th Avenue, more precisely addressed as 8455 NW Grand Avenue, as depicted on Exhibit 2. Formerly the site was a Smitty's grocery store, which has since been demolished.

CONTEXT

Contextually, the approximately 7.5 acre site is located within the four (4) square-mile area in and surrounded by Old Town Peoria. The site is situated within the Central District of the Old

Town Specific Area Plan (OTSAP), which is the one of the core areas of focus for redevelopment and revitalization of Old Town Peoria.

The site is bordered on the northeast by Grand Avenue, and to the north by several commercially zoned parcels, with businesses such as K-May Donuts and Bagels. To the west are the Cedar Meadows and Villas at Montebella Apartments. The site shares a southern boundary with Wagoner Plaza II, which features several local businesses such as Brother's Restaurant and A Glowing Smile Dental. The site is also bordered on the south by Peoria Avenue, and the parcels containing Cactus Chiropractic and Don Lencho's restaurant. The location of the site is shown in more detail on Exhibit 3.

Just outside of the Old Town commercial core, the site is positioned less than a ¼ mile from Osuna Park and the Peoria Center for the Performing Arts. Additionally, the subject site is located within a ¼ mile of several Valley Metro bus routes. The parcel is just northwest of the new Peoria Park and Ride facility at 83rd Avenue and Peoria Avenue, which begins the Grand Avenue Limited bus route that extends to the Phoenix Central Station. The 83rd Avenue route also has a stop at the aforementioned Park and Ride site, and travels north to south from Arrowhead Mall to Van Buren Street. Along Peoria Avenue, the site also has access to the Peoria Avenue route that travels from Sun City, east to the Sunnyslope Transit Center.

APPLICANT'S PROPOSAL

The applicant is proposing a mixed-use development, known as *Grand Commons*, which will allow for commercial and / or vertical mixed-use land uses sited along Grand Avenue, to be integrated with a multi-family component that will be sited with access from 85th Avenue. Detailed in the Planned Area Development Narrative, the applicant notes that the proposed project is intended to further the City's economic development goals for the Grand Avenue corridor by "facilitating a catalytic mixed use development that spurs the revitalization of the corridor" (Exhibit 7). Grand Commons is envisioned to further revitalization of Old Town by redeveloping the vacant site with a mix of commercial, retail, office, and residential uses with a distinctly urban density.

To facilitate development of the vacant site, the applicant is seeking to amend the Old Town Specific Area Plan (OTSAP) land use category. Currently, the site is called out as Flex-Mixed Use (FMU), a category that is intended for large regional uses such as convention centers, hotels, or higher education institutions.(Exhibit 4) As the applicant notes in the Specific Area Plan Amendment Narrative (Exhibit 6), the existing long-term vacancy of the property indicates that the FMU category is not appropriate or viable based on market conditions. Instead, the applicant proposes to amend the OTSAP land use category to Old Town Commercial Mixed Use (OTCMU), as this category is intended to facilitate a mixture of uses including office, service, retail and medium to high-density residential uses.

Building upon the proposed OTCMU land use category for neighborhood-serving commercial and residential, the proposed Grand Commons Planned Area Development outlines two potential development options. The first, known as the "Commercial" option, distributes the

different uses horizontally with non-residential uses along Grand Avenue, and the multi-family accessed from 85th Avenue. The second option, referred herein as the “Mixed Use” option, would vertically integrate non-residential and residential uses into the same building or buildings along Grand Avenue, with residential-only uses sited along 85th Avenue. The two conceptual development plans outline how the site could be developed in the future under each option within the Grand Commons PAD as shown in Exhibit 9.

To ensure a truly mixed use development, the PAD establishes a land plan that denotes two development parcels. Parcel 1 and Parcel 2, delineate the commercial/mixed use parcel (Parcel 1) and the multi-family use parcel (Parcel 2). The land plan prohibits standalone multi-family within Parcel 1, in order to preserve the mixed use vision for the development. The commercial/mixed use parcel (Parcel 1) refers back to the Intermediate Commercial (C-2) Zoning District, and the multi-family use parcel (Parcel 2) refers back to the Multi-Family (RM-1) Zoning District within the City of Peoria Zoning Ordinance.

Within Parcel 1, under the “Commercial” option, approximately 14,400 square feet of neighborhood-serving non-residential uses are proposed in the form of two (2) commercial buildings fronting Grand Avenue, and the PAD would provide flexibility to develop the site for a potential third building that could include a drive-through use. Alternatively, for Parcel 1 under the “Mixed Use” option, two (2) vertically integrated mixed-use buildings with approximately 9,075 square feet of commercial space are proposed. Both conceptual development plans incorporate a site design that limits the multi-family density to 25 dwelling units per acre. The Grand Commons Planned Area Development Standards and Guidelines Report (Exhibit 8) notes that the entire site would be limited to a maximum residential density of 25 dwelling units per acre when taking in to account the acreage of the entire PAD.

Outlined in the PAD are several unique design guidelines to achieve cohesive placemaking elements such as signage, and compatible architecture across both non-residential and residential uses. This is an essential factor in promoting non-residential uses that emulate a “Main Street” feel with wide sidewalks and patio spaces engaging the circulation network. Embodying true mixed-use, the Mixed-Use option within the PAD allows for future development to be vertically integrated so that the buildings along Grand Avenue would feature ground-floor retail with multi-family units above.

To achieve the urban density desired, the applicant has requested several modifications to the standard requirements outlined within the Peoria Zoning Ordinance, and the reasoning supporting the modifications is detailed in the Planned Area Development Narrative (Exhibit 7). Because this project is infill development and within the downtown area, the applicant has noted that complying with some of the more typical suburban-focused requirements of the Zoning Ordinance hamper the potential to creatively develop the site with attractive and modern uses to attract a range of businesses and working professionals. A highlight of the site-specific development standards are noted further in the staff report and within Table 1.

DEVELOPMENT INFORMATION

<u>Existing Use:</u>	Vacant
<u>Proposed Use:</u>	Mixed-Use Development
<u>Property Size:</u>	7.5 gross acres
<u>Existing General Plan Land Use Category:</u>	Master Planned Area Old Town Specific Area Plan Flex Mixed-Use
<u>Proposed General Plan Land Use Category:</u>	Master Planned Area Old Town Commercial Mixed Use
<u>Density Proposed:</u>	Maximum of 25.0 du/ac for the entire site
<u>Building Height:</u>	
Non-Residential	60 feet
Residential	48 feet within 30 feet of 85 th Avenue, 60 feet elsewhere within the development
<u>Open Space:</u>	150 square feet per bedroom of common useable open space, plus private balconies as outlined in the Peoria <i>Design Review Manual</i>

Refer to Table 1 within this report for the proposed development standards.

STAFF ANALYSIS

GENERAL PLAN

The subject property is designated on the PlanPeoriaAZ 2040 General Plan Land Use Map as Master Planned Area and further detailed through the Old Town Specific Area Plan (OTSAP). A Specific Area Plan is a “general plan related” planning tool used by the City in a manner similar to its zoning counterpart, the Planned Area Development (PAD). A Specific Area Plan further refines the high-level goals and policies identified within the General Plan through proposed goals, policies, design guides, and action items for a specific geographic location. The OTSAP provides the vision for redeveloping Old Town Peoria, and outlines the policies and actions to revitalize the area. This strategic area plan serves as an implementation tool that underscores the City’s intended course of action for public investments in Old Town, and communicates the City’s expectations to the development community regarding the type and quality of private development that is appropriate for Old Town.

OLD TOWN SPECIFIC AREA PLAN

The Old Town Peoria Specific Area Plan provides the vision for the redevelopment and revitalization of the four square-mile area located in and around Old Town Peoria, centered near

the intersection of Grand Avenue with 83rd Avenue and Peoria Avenue in the southern area of the City. The overall area is envisioned as an accessible and inviting urban center that will support a wide-range of uses to attract residents and visitors to businesses and events, supported by an appealing pedestrian environment that is enhanced by quality urban design.

In December 2011, Peoria City Council approved the Old Town Specific Area Plan. Like the Peoria General Plan, the purpose of a specific area plan (or SAP) is to be a strategic long-range planning tool. More specifically, the SAP allows additional refinement in implementing the otherwise broad-based policies and General Plan land use designations for a defined area. For example, the Peoria General Plan land use designations can be further defined within the SAP through the use of narrowing the allowed density / intensity ranges for a particular area in order to achieve the desired character, or alternatively to better respond to specific environmental conditions.

Recognizing that the four (4) square-mile planning area of the OTSAP is large and contains sections with distinct physical and land use characteristics, the document divides the planning area into smaller units or “Districts.” The district methodology tailors specific guidelines and actions to targeted areas based upon their distinct environments, opportunities, and revitalization objectives. The subject site is located within the Central District, which is intended to facilitate redevelopment following transit oriented development (also known as “TOD”) design principles. The revitalization intent is for this section of Old Town to become a hub with multimodal transit, compact and integrated activities, and attractive open space and public gathering spaces.

The subject site’s designation within the Old Town SAP currently identifies the property as Flex-Mixed Use (FMU) as shown on Exhibit 4. The FMU category is intended to facilitate the development of amenities that are regional attractions, such as entertainment, convention, and hospitality uses with physically large scale structures (up to 100 feet in height), similar to the P83 District. The proposed mixed-use development does not meet the stated design intent or the intensity of the existing land use designation, and as such, the applicant has proposed a Specific Area Plan Amendment (GPA20-04).

The applicant is requesting the Specific Area Plan Amendment to change the land use category to extend the mix of commercial and residential uses seen within the commercial core of Old Town along Grand Avenue. The proposed land use designation is the Old Town Commercial Mixed Use (OTCMU), which is intended to develop office and retail uses that attract vehicular, public transit, and pedestrian users along with integrated medium to high-density residential uses. The Old Town SAP stresses that residential uses should be vertically integrated above ground floor non-residential uses to create a variety of live-work units. Horizontal integration should use residential uses as a buffer to adjacent lower density residential. To achieve the mix of uses and provide more interaction with the street, architecturally enhanced parking structures should incorporate street level office, business, or community uses.

ANALYSIS

Any proposed amendment to the Old Town Specific Area Plan must demonstrate the proposed use or uses are compatible with the character of the area and would create an appropriate “transition” with the surrounding area. The subject site is an existing vacant, infill property along a regional transportation corridor. The site is adjacent to several regional bus routes, and the recently completed park and ride. The surrounding land uses are a mix of predominantly commercial, multi-family, and then single-family across Grand Avenue and the BNSF Railroad.

Within the newly adopted Peoria General Plan, several goals and policies aim to promote a diversity of housing types to meet the needs of residents of all income levels, ages, and lifestyles. Many of the residential land use designations within the Old Town Specific Area Plan have higher targeted densities than anywhere else in the City. The intent of those heightened densities is to create a catalyst of activity and demand within the Old Town area that will drive redevelopment and allow businesses within the area to flourish. The proposed land use designation to Old Town Commercial Mixed Use (OTCMU) would allow the subject site to develop with an urban density and compact mix of uses, including high-density residential. The proposed development would extend the existing development patterns from the Old Town main street north along Grand Avenue. The proposal has the potential to be the first infill project to achieve a stated goal of both the Old Town SAP and the General Plan—a urban, walkable development that has a defined streetscape and signals a clear sense of place for residents and visitors.

Based upon the aforementioned factors, staff believes the Old Town Commercial Mixed Use land use category is appropriate for this site, and furthers the stated goals of the Old Town Central District.

Upon review of the submitted General Plan Amendment Narrative (Exhibit 6), staff believes the proposal meets or exceeds the following General Plan goals, policies and objectives as well as the Old Town SAP principles:

- Economic Prosperity – Policy EP-21: Protect the City’s primary commercial corridors and mixed use activity centers from conversion to uses that would limit employment or active uses, such as single-family residential, warehousing, storage, and auto-oriented uses.
- Balanced Land Uses – Policy LUC-4: Encourage infill and redevelopment opportunities that place residential, work, and retail land uses in proximity to each other to maximize walking, bicycling, and transit opportunities.
- Growth and Sustainable Development – Policy GS-2: Direct dwelling unit density, and employment growth toward infill development sites within the city, especially catalyst and opportunity sites identified within Economic Development related strategic plans or programs.
- Smart Growth Goal – Sustainable Development: Promote local growth patterns and sustainable development practices that improve quality of life, celebrate culture, protect open space and natural resources, and reduce traffic congestion.

- Old Town Specific Area Plan Principle – Increase Economic Vitality: Promote mixed-use development, neighborhood serving uses, an assortment of housing types, and a variety of transportation modes.
- Old Town Specific Area Plan Principle – Foster Character & A Sense of Place: Create a safe and pedestrian-friendly environment that enhances the “Old Town experience” for all user groups.
- Old Town Specific Area Plan Principle – Development Objectives: Boost activity in Old Town by increasing the population of Old Town area employees, who can frequent area businesses.

KEY FINDINGS

1. The amendment is in conformance with the Goals and Policies of the City of Peoria General Plan and the Old Town Specific Area Plan;
2. A proposed maximum density of 25.0 du/ac aligns with the Old Town medium-high density residential range of 18.0-25 dwelling units per acre while integrating the residential use with non-residential uses;
3. The proposed design standards for the mixed-use development would prevent surface parking from interrupting the urban fabric of Old Town and create a node of activity; and
4. The subject site is an infill development concept that provides additional residents to support the existing small businesses within the Old Town commercial core.

ZONING

The site is currently zoned Central Commercial (C-3) Zoning District as shown in Exhibit 5. The current zoning district only allows for non-residential uses. The proposed rezoning request to Planned Area Development (PAD) would allow for a mixed-use development featuring high-density residential.

ANALYSIS

LAND USE AND ZONING HISTORY

The subject site is now vacant, but was the former site of the 91,000 square foot Smitty's Grocery. In the years following the closure of Smitty's, the building hosted various other businesses until 1997. The building then sat vacant from 1997 until September of 2020, at which time it was demolished due to health and safety concerns.

PROPOSED PAD STANDARDS ANALYSIS

The Grand Commons Planned Area Development (PAD) Standards and Guidelines Report (Exhibit 8) proposes development standards that are similar to both the Intermediate Commercial (C-2) and Multi-family Residential (RM-1) Zoning Districts found within the Zoning Ordinance. The City does not have a zoning district that would allow for a truly mixed-use development; therefore, the applicant is applying for a rezoning to change the parcel zoning to Planned Area Development (PAD).

The PAD designation allows deviation from the existing development standards to better respond to contextual circumstances in the area, design characteristics of the development, and to otherwise promote a creative and efficient approach to land development. Additionally, the PAD proposes site-specific design guidelines for the architectural cohesion of the community, placemaking, monumentation, and common open space and amenities for gathering areas to address this mix of uses integrated into one site, which are supplement the requirements outlined in the Peoria Design Review Manual.

Table 1 – Proposed Development Standards

Standards	Proposed Grand Commons PAD
Site Orientation	Commercial / mixed-use buildings shall front on Grand Avenue
	Multi-family uses shall take access from 85 th Avenue; Buildings along 85 th should be parallel to the street
Connectivity	The site shall feature a minimum of one (1) primary pedestrian connection between the commercial and multi-family
Multi-family Standards	
Maximum Residential Density	25.0 du/ac
Open Space	150 square feet per bedroom <i>plus</i> a private balcony per unit
Maximum Building Height	48 feet within 30 feet of 85 th Avenue, 60 feet elsewhere in the project
Minimum Building Setbacks 85 th Avenue Exterior Side / Rear Interior Side	10 feet None required None required
Commercial Standards	
Maximum Building Height	60 feet
Minimum Commercial Square Footage	7,000 square feet
Outdoor Seating or Gathering Space	200 square feet per building; 35% of amenity space shall be shaded
Minimum Building Setbacks Grand Avenue Exterior Side / Rear Interior Side	10 feet None required None required

In addition to the above site-specific standards, the Grand Commons PAD proposes reductions in parking standards for the multi-family use and also specific non-residential uses. As explained in the Grand Commons PAD Narrative (Exhibit 6), reduced parking standards are proposed to respond to the constraints of this infill site. The applicant has utilized industry data that analyzed peak parking demand for various types of uses, and provides industry guidelines on appropriate reductions. The intent with the parking reduction is to avoid using suburban parking standards for an infill site that is located within a subarea of the City that both the General Plan and the Old Town Specific Area Plan note should be revitalized and redeveloped for density, walkability, and complementary uses that keep streets activated. Additionally this site has close proximity to several public transit options as noted earlier in this report which help diminish the reliance on single user vehicles. As a result, the Grand Commons PAD proposes options through which shared parking can be constructed on-site to serve the commercial, retail, and office uses during business hours, while serving the multi-family for off-peak hours when residents would be returning home.

Section 6 of the Grand Commons PAD Standards and Guidelines Report (Exhibit 8) identifies that one (1) parking space shall be required per one (1) bedroom unit, two (2) spaces per unit with two or more bedrooms, and one (1) parking space per ten (10) units for visitor parking. This is a minor modification from the standards outlined in Section 21-825 of the Zoning Ordinance, which requires 1.5 parking spaces per one (1) bedroom unit, two (2) spaces per two or more bedroom unit, and one (1) space per 10 units for visitors.

A specific parking reduction is called out for the non-residential uses of office, retail, and restaurant uses. Other uses permitted or conditionally permitted under the Intermediate Commercial (C-2) zoning that are not expressly prohibited by the PAD, shall follow have a reduced parking ratio of four (4) spaces per 1,000 square feet of gross floor area. The PAD requires the following parking space ratios: one (1) space per 250 square feet of office gross floor area; one (1) space per 250 square feet of retail gross floor area; and one (1) space per 70 square feet of restaurant gross floor area.

PROPOSED SITE IMPROVEMENTS

The proposed development seeks to provide several pedestrian connections throughout the overall site. Particularly, the PAD requires that the non-residential uses along Grand Avenue shall be designed such that the primary entry into each commercial building be designed to create a “Main Street” feel, either through entry plazas, patio spaces, pedestrian-oriented streetscapes, or building massing. A main pedestrian “spine” is proposed to run through the site perpendicular to Grand Avenue, connecting the non-residential uses and the multi-family use to 85th Avenue. This main “spine” would be accessed through a connection point that will utilize the theming and placemaking guidelines of the PAD to provide a sense of arrival and attractiveness for that primary pedestrian connection. A secondary network of sidewalks and pedestrian connections would link the non-residential parking areas with the sidewalks in the multi-family component, sidewalks within the public right-of-way, and a connection to Peoria Avenue and the future transit stop for the Peoria Avenue Route (Exhibit 10).

The Grand Commons PAD prohibits parking between the buildings and Grand Avenue to ensure parking fields do not puncture holes in the urban fabric. Similarly, for multi-family

buildings along 85th Avenue, they shall be oriented parallel to the street and provide greater activation of the area between the right-of-way and ground floor units through façade articulation, stoops or porches, primary entries, and window placement. Multi-family buildings should be sited to front or cluster around amenities and open spaces to encourage use of outdoor living spaces.

AMENITIES AND OPEN SPACE

Multi-family open space requirements are generally allocated within two categories: common useable open space, and private open space. Private open space within multi-family communities is typically limited in favor of providing access to centralized open space and high-quality amenities throughout the community. The City's current multi-family residential common useable open space requirement calls for 150 square feet of open space to be provided per bedroom. The applicant has not proposed deviations for the multi-family open space and amenity requirements outlined in the Design Review Manual. Utilizing the maximum number of dwelling units the site could develop, the multi-family component of the project could require four (4) amenities, though this will be determined at the time of Site Plan review to ensure compliance with City standards. Since the project site is an infill development, the applicant is not proposing minimum amenities above what is required, though staff will work with a developer at the time of Site Plan review to find creative and high-quality amenities for future residents' benefit that fit within the more urban character of the development and meet minimum requirements. Additionally, given the walking distance to Osuna Park and the Peoria Center for the Performing Arts, the applicant intends for residents to utilize these public amenities as well.

TRAFFIC / INTERNAL CIRCULATION

Grand Avenue is a 4-lane major arterial roadway, and a part of the National Highway System. Therefore it is under the jurisdiction of the Arizona Department of Transportation (ADOT). Vehicular access from Grand Avenue will be subject to approval from ADOT and will need to comply with the US 60 / Grand Avenue Corridor Optimization, Access Management, and System (COMPASS) Study, which limits the number of curb cuts along the Grand Avenue right-of-way. The proposed site orientation of Grand Commons has taken this into consideration, and will comply with ADOT requirements. The ultimate configuration of access may be a $\frac{3}{4}$ (right-in, right-out, and left-in) access from Grand Avenue, or may only allow for right-in and right-out. Also following the recommendations of the COMPASS Study, the eventual reconfiguration of 84th Avenue has been factored into the site orientation for Grand Commons. The 84th Avenue right-of-way would be maintained for local parcel access dead-ending in a roundabout, only allowing for emergency access from Grand Avenue. Ultimately, the portion 84th Avenue adjacent to Grand Avenue would be landscaped, similar to the greenway outside City Hall that doubles as a fire lane.

The main access for the multi-family will be from 85th Avenue. While the site in its current state has a curb cut on Peoria Avenue, future development of the site will remove this curb cut to increase traffic safety. Since the intent is for Grand Commons to be a more urban and walkable development, the general site orientation is such that shared parking will connect the two uses so that residents or their visitors may utilize it, and patrons of the commercial, retail, and offices may utilize it during business hours. As such, on-site circulation highlights that main drive aisles should function to circulate vehicles and pedestrians throughout the site (Exhibit 9).

WATER / SEWER

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

PUBLIC SAFETY

There are no anticipated impacts to public safety due to this proposal.

COMMUNITY INVOLVEMENT

Public Noticing

The application was properly noticed pursuant to Section 21-315 of the Peoria Zoning Ordinance, which includes notification to all property owners within 600 feet of the site and registered HOAs within one (1) mile, posting of two signs on the site (along Grand Avenue and 85th Avenue), and placing an ad in the Peoria Times at least 15 days prior to the Public Hearing.

Outreach Efforts

As a requirement of the rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting. The applicant notified all property owners within a 600-foot radius of the site, all registered Homeowners' Associations within one (1) mile, adjacent jurisdictions, and affected school districts for the required neighborhood meeting.

The neighborhood meeting was held on August 25, 2020. Due to the effects of Covid-19, the virtual meeting was held virtually via the app GoTo Meeting. Twenty-nine (29) property owners attended, along with the City Councilor, council assistant, city staff, and the developer team. At the meeting, the applicant presented the details of the project and answered resident's questions. General feedback from residents included concerns about the following: 1) sufficient parking for a mixed-use development due to the proximity to Old Town where there are no parking minimums, 2) ensuring that the multi-family component is responsive to the character of the area, and 3) that the development not negatively impact the level of service for the existing roadways. As this is one of the larger sites near Old Town that is ripe for redevelopment, residents expressed concern in evaluating other uses on site such as a community and recreation center. The applicant team addressed questions of how this development could fit within the larger revitalization and redevelopment plans for Old Town by stressing this development would act as a catalyst to bring more businesses downtown, as well as the residents to support businesses after hours.

To make the project easily accessible so that residents could learn more without having to leave the safety of their homes, the applicant team has hosted a project website at <https://grand-commons-dps-abq.hub.arcgis.com/>.

Support / Opposition

At the time of this writing staff has not received any opposition to the proposal. Staff did receive a resident's support and enthusiasm for the Grand Commons redevelopment, which is included in Exhibit 11, Citizen Correspondence.

KEY FINDINGS

1. The proposed PAD zoning is in conformance with the goals and objectives set forth in the City of Peoria General Plan and the Old Town Specific Area Plan as well as the proposed Specific Area Plan Amendment;
2. This rezoning request when coupled with the specific property development standards and design guidelines will result in a development that achieves a mixed-use and walkable environment while being contextually sensitive to existing development within Old Town Peoria;
3. The proposal demonstrates appropriate allocations of open space for a multi-family development, and will provided the minimum number of community amenities;
4. In addition to meeting requirements for multi-family amenities, the Grand Commons PAD proposes additional open space adjacent to the non-residential buildings to create an inviting pedestrian environment; and
5. The applicant/owner has submitted a signed and notarized a Proposition 207 waiver, which will be recorded with the conditions outlined in Exhibit 1.

SCHOOL DISTRICT INFORMATION

This property is within the Peoria Unified School District (PUSD) boundary. PUSD has participated in the review of this project and has been in communication with the applicant regarding the proposal and school facilities in the area. The School District has noted they will enter into a Voluntary Assistance Agreement with the developer, though one has not been executed prior to this meeting.

PROPOSITION 207

The voters of Arizona approved Proposition 207, which among other things requires municipalities to compensate property owners for actions which have the effect of diminishing the value of property. The City Attorney's Office has drafted an agreement which waives the applicant's rights to future Proposition 207 claims against the City. Accordingly, the applicant has furnished a signed and notarized Proposition 207 Waiver.

RECOMMENDATION

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

- 1) **Recommend approval of General Plan Amendment Case GPA20-04 to the City Council; and**
- 2) **Recommend approval of Rezoning Case Z20-06 to the City Council, subject to the attached conditions of approval in Exhibit 1.**

STAFF CONTACT

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Z20-06: Grand Commons

8455 Grand Avenue



The requested rezoning for the above referenced property is subject to the following Conditions of Approval in order to protect the public health, safety, welfare, and the City of Peoria:

1. The development shall substantially conform to the Grand Commons Planned Area Development (PAD) Standards and Guidelines Report, and the Project Narrative included with the Staff report to the Planning and Zoning Commission dated 10/15/2020, except as modified herein.
2. The Developer shall comply with all City of Peoria engineering design standards, policies, and requirements at the time of final engineering submittal.
3. The Developer shall provide a Traffic Impact Study/Analysis at time of development and final engineering submittal.
4. Access onto Grand Avenue is subject to Arizona Department of Transportation (ADOT) approval, as this deviates from the approved Corridor Optimization, Access Management, and System (COMPASS) Study.
 - a. At the time a user and specific site plan are identified, the Traffic Impact Analysis must be updated.
 - b. The City shall coordinate the access with ADOT. Should ADOT approve $\frac{3}{4}$ (right in, right out, left in) access to and from Grand Avenue, the Developer shall reconstruct the median in Grand Avenue to accommodate $\frac{3}{4}$ access. The developer shall obtain all necessary off-site permits from ADOT.
5. The Developer shall reconfigure 84th Avenue to terminate north of Peoria Avenue, with emergency only access provided to Grand Avenue from 84th Avenue. The site plan shall be designed to ensure that non-emergency vehicular traffic cannot use this emergency access. The geometrics will be approved at final engineering submittal.
6. The Developer shall construct a bus pull out and shelter or other infrastructure in the Peoria Avenue right-of-way, as approved by the City Engineer at the time of site plan approval.
7. Non-residential and/or mixed-use buildings along Grand Avenue shall be designed with 4-sided architecture such that "back of house" operations are integrated into the building, minimized through façade articulation, or otherwise screened from the right-of-way, as approved by the Planning Director.

8. Should the Developer elect to enter into a shared parking agreement, or seek a parking reduction as outlined with the Grand Commons PAD, the Developer shall demonstrate the reduction shall not result in the spillover of parking onto other properties.
9. As each parcel and/or use is developed, the Developer shall provide a updated parking analysis for the project.

GPA20-04 and Z20-06: Grand Commons

8455 Grand Avenue



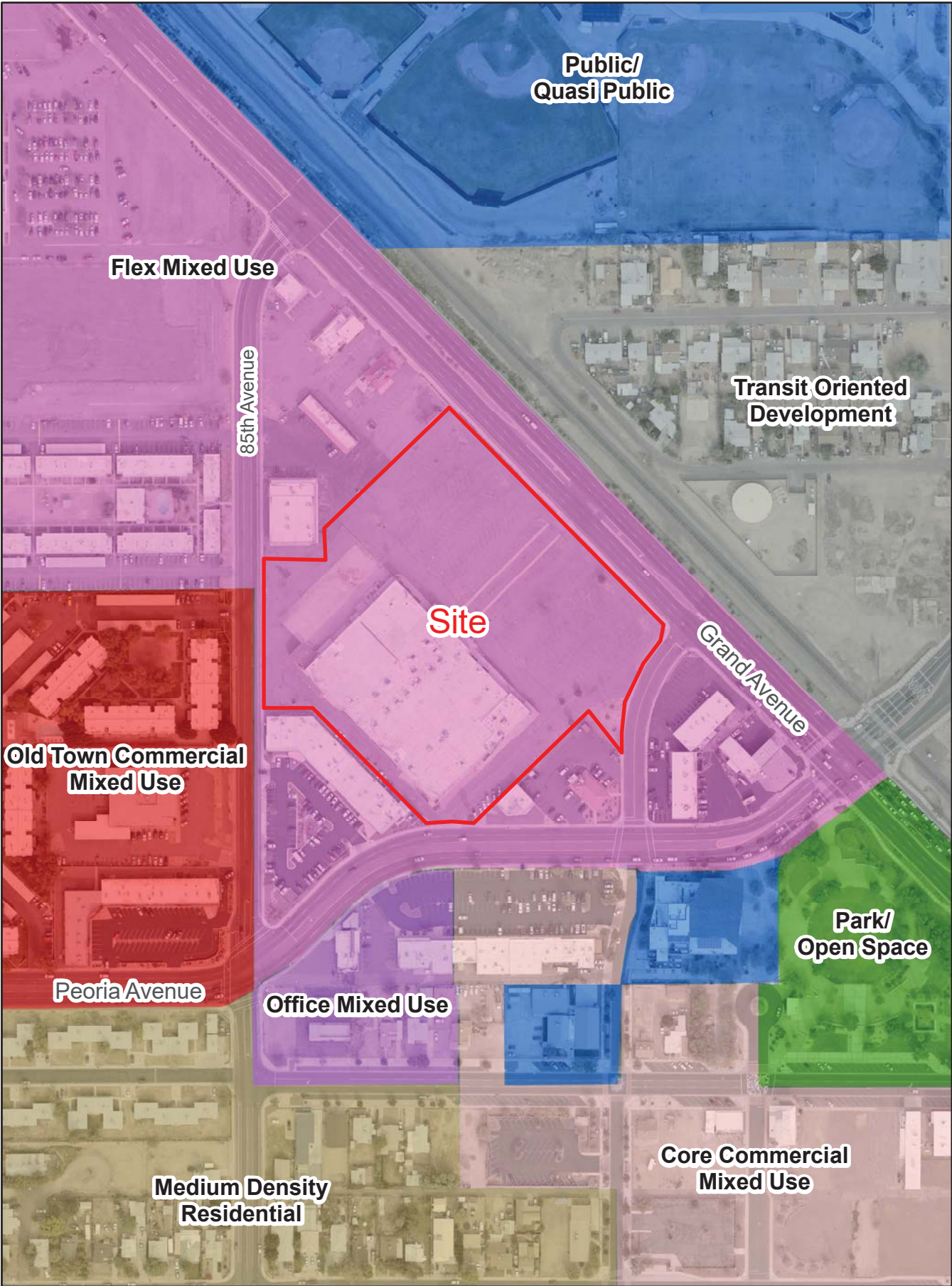
GPA20-04 and Z20-06: Grand Commons

8455 Grand Avenue



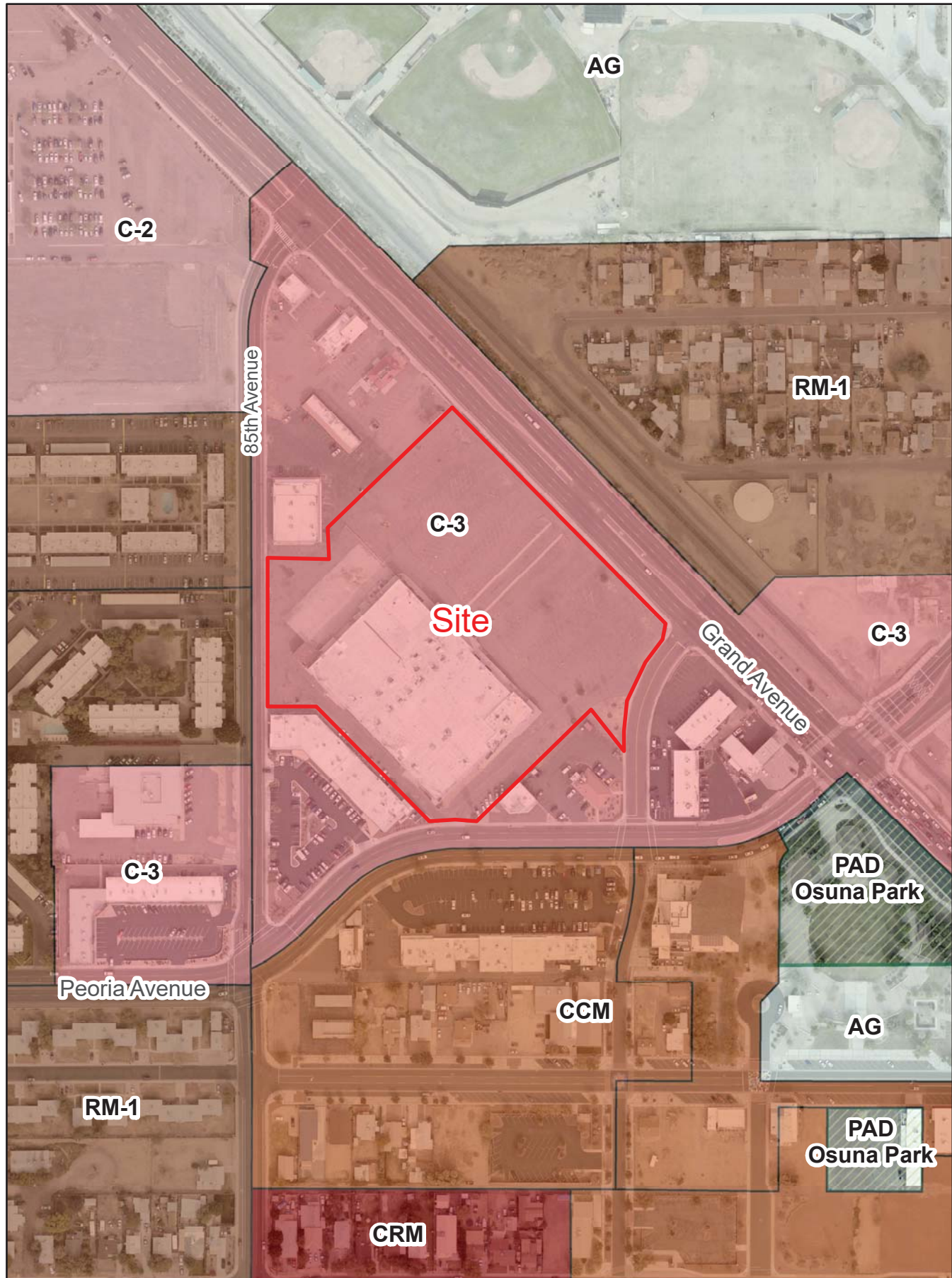
GPA20-04 and Z20-06: Grand Commons

8455 Grand Avenue



GPA20-04 and Z20-06: Grand Commons

8455 Grand Avenue





GENERAL PLAN AMENDMENT
JUSTIFICATION FOR REQUEST

OCTOBER 2020

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Technical Reports (submitted separately)

- A. Parking Study
- B. Preliminary Water and Wastewater Report

1. INTRODUCTION

This is a request for an amendment to the Old Town Specific Area Plan designation for the development of a proposed mixed use project referred to as Grand Commons, located along Grand Avenue between North 84th and North 85th Avenues.

2. LOCATION & CONTEXT

The subject property, approximately 7.5 acres in size, is bordered by Grand Avenue and North 84th Avenue on the east, West Peoria Avenue on the south, and North 85th Avenue on the west (see **Exhibit 1: Vicinity Map**). It is located within the boundaries of the Grand Avenue Central District of the Old Town Specific Area Plan (SAP). Current conditions of the properties along the Grand Avenue corridor north of Old Town are characterized by vacant buildings and large expanses of parking fields with little landscaping or pedestrian amenities.

Various commercial uses immediately surround the subject property to the north and south with multi-family apartments to the west (see **Exhibit 2: Existing Conditions Map**). The subject property is one of many vacant and underutilized parcels within the Grand Avenue corridor. It was the former site of the Smitty's grocery store. The approximately 91,000 square foot building has been vacant since Smitty's closed its doors over twenty years ago, during which time the property has fallen into a severe state of disrepair resulting in the demolition of the building. The site's main access is off Grand Avenue with multiple curb cuts. Access also exists from North 84th Avenue, West Peoria Avenue, and North 85th Avenue. No pedestrian infrastructure exists on site and the multitude of curb cuts along Grand Avenue creates conflicts for pedestrians.

Given the derelict state of the Grand Avenue Corridor, the City of Peoria is currently exploring revitalization options for this corridor through the ongoing development of a Grand Avenue Corridor Plan. The preliminary recommendations of the Corridor Plan identify the subject site as a key area for redevelopment, particularly for a mixed use development that combines multi-family and commercial uses.

3. PROPOSED DEVELOPMENT

The proposed project, fully detailed in the companion request to rezone to a Planned Area Development Zoning District, is for an urban, mixed use development just north of historic Peoria Old Town that creates new commercial and housing uses along the Grand Avenue corridor. The proposed development will feature approximately 14,400 square feet of neighborhood-serving commercial space, within either stand-alone commercial pads or mixed use buildings. The multi-family component would allow for a density of 25 dwelling units per acre. As the existing land use category for the site doesn't accommodate the range of uses appropriate for mixed use development, the applicant is therefore seeking a General Plan / SAP amendment to accompany the concurrent application for the Grand Commons Planned Area Development (PAD) rezoning. The Grand Commons PAD request details the conceptual development plan for the site. General Plan Amendment Request

A. General Plan Designation.

As noted on the Future Land Use Map of the 2040 General Plan (see **Exhibit 3: 2040 General Plan Future Land Use Map**), the site is designated as a Master Planned Area. The City of Peoria approved the Old Town Specific Area Plan in 2011 to provide a vision for the redevelopment and revitalization of the four square miles encompassing the historic Old Town and outlying areas.

B. Old Town Specific Area Plan Designation.

The Old Town SAP currently designates the subject site as Flex-Mixed Use, which is intended to facilitate the development of land uses that are a regional draw including entertainment, hospitality, convention and/or higher education.

C. General Plan Amendment Request

The Old Town SAP Flex-Mixed Use land use designation is intended for larger regional facilities. The existing long-term vacancy of the property indicates that the current Flex-Mixed Use land use designation is not appropriate nor viable based on market conditions. The applicant is therefore requesting to change the Specific Area Plan land use designation from Flex-Mixed Use to Old Town Commercial Mixed Use (OTCMU) (see **Exhibit 5: SAP Land Use Category Maps**). The Old Town Commercial Mixed Use category is intended to facilitate a mixture of uses including office, service, retail and medium to high density residential uses, either integrated vertically or horizontally. The uses included in the OTCMU land use category are more aligned with the City's adopted policies for the subject parcel. The proposed General Plan amendment will allow for the redevelopment of the long vacant site with more appropriate land use designations that align with the City's vision for the revitalization of the Grand Avenue corridor.

4. JUSTIFICATION

1. Provide a brief description and reason for the requested change. Provide supporting data.

The requested proposal is for an amendment to the General Plan for a site that is approximately 7.5 acres in size and bordered by Grand Avenue and North 84th Avenue on the east, West Peoria Avenue on the south, and North 85th Avenue on the west. As noted above, the current Old Town SAP land use designation for the property is Flex-Mixed Use. This request proposes to change the subject site to Old Town Commercial Mixed Use, which is intended to facilitate a mixture of uses including office, service, retail, and medium to high density residential uses, either integrated vertically or horizontally. This proposed change would facilitate the development of a mixed use project comprised of multi-family residential and neighborhood-serving commercial uses. This type of development supports greater goals of the General Plan, the Old Town Specific Plan, as well as City goals for the corridor-wide redevelopment vision of the Grand Avenue Corridor Plan. The proposed land use designation change would further General Plan goals for Smart Growth and healthy community design. The General Plan identifies key components of healthy and complete neighborhoods as walkable neighborhoods in which residents have safe and convenient access to the goods and services needed in daily life. The plan also aims to facilitate Smart Growth development patterns that promote efficient and sustainable land development patterns that optimize prior infrastructure investments and consume less land. If approved, this request would change the land use designation

for the site to one that could accommodate walkable, mixed use projects that would further major General Plan goals.

The subject site is located within the Central District of the Old Town Specific Area Plan, which was envisioned as a transit-oriented development (TOD) to support integrated activities in an urban environment with employment, residential, commercial and entertainment uses in close proximity. Transit-oriented development refers to compact, walkable, mixed use development types within walking distance of public transit. This proposed change to the Old Town Commercial Mixed Use land use designation provides for uses that are more appropriate to facilitate TOD developments. Lastly, the City of Peoria has been exploring the revitalization of Grand Avenue, the draft Grand Avenue Corridor Plan that resulted from this effort identifies the subject site as a prime location to accommodate a catalytic mixed-use development project, which could not be implemented under the current land use designation. As demonstrated above, this proposal to change the land use designation will advance the vision of the General Plan, Old Town SAP and will encourage new investment on a site that has sat vacant for over two decades.

2. If map amendment, indicate the existing and the proposed General Plan Land Use designation(s).

The existing General Plan designation is Master Planned Area, with the underlying Old Town Specific Area Plan that categorizes the property as Flex-Mixed Use, which is intended to accommodate regional amenities such as entertainment, hospitality, convention and/or higher education. The proposed map amendment would keep the General Plan Master Planned Area designation, but change the Old Town SAP designation to the Old Town Commercial Mixed Use land use category to allow a more appropriate mix of uses including office, service, retail and medium to high density residential uses (see **Exhibit 5**). This designation is more in line with the City's vision for the revitalization of the subject project as identified within the General Plan, the Old Town SAP, and the City's draft Grand Avenue Corridor Plan.

3. In what way does the existing plan inadequately provide suitable alternatives for this request?

The dilapidated condition of the existing site and the lack of investment in the Grand Avenue Corridor likely have discouraged the redevelopment of this site. The existing Flex Mixed use category proposes large scale developments that have a regional draw, similar in scale to P83. Since the Plan's adoption, these types of regional developments have failed to gain any traction in this part of Peoria. Given the specificity of the existing plan, there are few, if any, viable projects that would fit the plan's criteria.

The recent 2040 update to the General Plan identifies the envisioned character of the Old Town Activity Center, within which the subject site resides, as a vibrant, walkable, mixed use area for civic, historic, residential, commercial, and employment uses. This desired character is further strengthened by the City's recent visioning efforts to explore viable options for the revitalization of the Grand Avenue Corridor, which have identified the subject site as a key area for mixed use redevelopment. The desire for a greater mix of uses and the long-term vacancy of the site indicate that an amendment to the SAP land use designation that allows a greater mix of uses and compact development is suitable for this area. Under the new designation, the redevelopment of this key site would be facilitated. The Grand Commons project proposes to integrate a desired mix of residential and neighborhood-serving commercial uses, which are compatible with the City's vision for the area. The project has the potential to become a catalyst for the greater revitalization of the area.

4. How will this amendment affect property values and neighborhood stability? Provide supporting data and/or case studies.

The subject site is one of many vacant and underutilized parcels along the Grand Avenue corridor. Like many aging retail corridors, the demand for retail space has decreased significantly, leaving many commercial spaces underutilized or vacant. For many corridors dominated by vacant/underutilized retail space, the introduction of new residential projects has helped to transform the area, both by reinvesting in vacant properties and by creating a new demand for services by increasing the number of residents in the area. This SAP Amendment was initiated due to interest in redeveloping the site for residential and neighborhood-serving commercial uses. This redevelopment proposal will bring more multi-family housing options and neighborhood services to the long vacant, derelict site thereby improving the property values of surrounding properties. Locating multi-family housing options along a major street, in close proximity to existing public transit and employment opportunities provide workforce housing options that bring workers closer to their jobs. This siting of denser, multi-family housing along major corridors also ensures the stability of single-family neighborhoods by placing higher density housing in appropriate locations. As demonstrated by the historic vacancy of the property, the current Flex-Mixed Use land use designation is not appropriate nor aligned with market trends. The proposed General Plan / SAP amendment will allow for the development of land with a desirable land use in support of a stable and diverse community.

5. How will this amendment contribute to compatible neighborhood patterns? Provide supporting data.

As discussed in more detail under Section 2 Location and Context, various commercial uses immediately surround the subject property to the north and south with multi-family apartments to the west. The conceptual land use plan of the Grand Commons PAD that accompanies this SAP request is informed by the surrounding existing neighborhood patterns. It places new residential uses in proximity to existing residential along North 85th Avenue. It proposes new commercial uses that are appropriate along Grand Avenue, where other non-residential uses are concentrated. The proposed Planned Area Development will contribute to the adjoining residential areas while helping to reinvigorate the nearby commercial areas.

6. How will this amendment contribute to an increased tax base, economic development, and employment opportunities? Provide supporting data.

The site is currently severely underutilized with no active uses. The area is considered as the urban core of Peoria and is therefore integral to shaping and promoting economic development within the City. The amendment to the Old Town Specific Area Plan to the Old Town Commercial Mixed Use land use category will allow a mix of residential and commercial uses that will contribute to an increased tax base in the form of new construction and reinvestment in a vacant parcel. In addition to construction jobs associated with the development, there is the potential for new employment associated with the commercial uses. New residents to the area will increase demand for neighborhood-serving retail, restaurants, and services.

7. How will this amendment contribute to the City's goal of achieving balanced housing, shopping, employment, and recreational opportunities?

This amendment will directly contribute to the City's goal of achieving balanced housing, shopping, employment, and recreational opportunities as the Old Town Commercial Mixed Use allows a variety of uses integrated in either

a vertical or horizontal fashion. Old Town Commercial Mixed Use land use category enables a wider range of land uses that help to create a community where residents can work, live, and play in place. This reduces the need for people to commute and contributes to a greater balance of housing, shopping, and employment. New residential uses could leverage the proximity to Old Town Peoria and the range of civic and recreational amenities, which would also support the local small businesses already within the historic Old Town area.

8. *How will this amendment affect existing infrastructure of the area, specifically, the water, wastewater, and street systems?*

The subject site is located within the urban core of the City that is well served by existing water, wastewater, and street systems. The site lies within the City of Peoria Water Pressure Zone 1E. An 8-inch water main exists along the Grand Avenue project frontage with valves at the corners of the parcel line fronting Grand Avenue, providing water main access to the project site. Public fire hydrants exist at the northern corner of the parcel fronting Grand Avenue. Along North 85th Avenue, there is a 6-inch water main with valves on the opposite side of the street that serve the adjacent multi-family housing with fire hydrants at regular intervals. Existing sanitary sewer facilities in the vicinity include an 8-inch main in North 85th Avenue and an 8-inch main in North 84th Avenue. The main in North 85th Avenue is on the project side of the street while the North 84th Avenue main is on the opposite side of the street. The infrastructure and traffic analysis that accompanies this submission indicate that the proposed development will have minimal impacts on the existing infrastructure due to the adequate capacity of the existing infrastructure. Allowing redevelopment of a vacant, urban site advances the City's Smart Growth goals that aim to promote efficient and sustainable land development patterns to optimize prior infrastructure investments.

9. *How will this amendment affect the ability of the school district to accommodate children? Indicate the specific schools to be attended and provide attendance and other data reflecting impacts to the specified schools, and district comments.*

The Grand Commons project allows for a maximum of 25 dwelling units per acre, which is in line with the densities outlined within the Old Town SAP. The applicant has been in contact with Peoria Unified School District (PUSD) to determine the impact of the proposed development on the specific schools within the area, including Cheyenne Elementary, Peoria Elementary, Santa Fe Elementary, Alta Loma Elementary, and Peoria High School. The school district has confirmed the COVID-19 pandemic will have an adverse effect on the enrollment of the area schools and may require the district to repurpose certain locations based upon future enrollment. The district recognizes the importance of growth within the central Peoria area and will support the rezoning of the area to include the multi-family housing units.

10. *Specifically, what Elements, Goals, Objectives, and Policies of the General Plan will be affected?*

2040 GENERAL PLAN

The following section outlines compliance with the goals, policies, and objectives of the Peoria General Plan. Goals and policies are bolded and responses are italicized.

Economic Prosperity Goals and Policies

EP-21 Protect the City's primary commercial corridors and mixed use activity centers from conversion to uses that would limit employment or active uses, such as single-family residential, warehousing, storage, and auto-oriented uses.

The Old Town Commercial Mixed Use designation that would enable the development of Grand Commons would facilitate the redevelopment of the Grand Avenue Corridor. This area is in need of revitalization with many derelict and abandoned commercial properties. The Old Town Commercial Mixed Use designation would provide a wider range of uses that are more appropriate for the transit-oriented development patterns envisioned for the Central District of the Old Town Specific Area Plan in which the subject site is located.

Smart Growth Goals and Policies

Goal 1. Balanced Land Uses: Promote a balanced mix of land uses that support a broad range of housing and lifestyle choices, business and employment opportunities, and cultural and entertainment spaces.

The current Flex-Mixed Use Category is intended to facilitate the development of amenities that are a regional draw. The proposed Old Town Commercial Mixed Use designation allows for the integration of office, business, retail, and medium to high density residential uses. This mix of uses is more appropriate for creating a balanced mix of land uses that supports a broad range of housing and employment opportunities. The uses allowed within the Old Town Commercial Mixed Use designation is more appropriate for the proposed mixed use development that would allow a mix of residential and neighborhood-serving commercial uses in close proximity to the urban core of Peoria.

Goal 2. Focused Growth: Strategically focus new growth into areas of Peoria that enable the achievement of City goals for economic growth, fiscal sustainability, and environmental stewardship, and support the development of new, attractive neighborhoods.

Approving the proposed amendment would accommodate the appropriate uses needed for mixed-use development to occur on a currently derelict infill site, thereby advancing the City's Smart Growth goals to promote efficient and sustainable land development patterns that optimize prior infrastructure investment and require less land.

Goal 4. Sustainable Development: Promote local growth patterns and sustainable development practices that improve quality of life, celebrate culture, protect open space and natural resources, and reduce traffic congestion.

The proposed amendment would change the land use designation of the site to allow a greater and more balanced mix of land uses within the core of Peoria. These uses would encourage mixed use infill that fulfills the vision of the Old Town SAP and larger goals of the Comprehensive Plan for healthy communities and Smart Growth development patterns. The current land use designation only accommodates large regional facilities. The long vacancy of the site indicates that such uses are not supported by the area's market. The proposed land use category would allow for a wider range of uses that are supported by the current market as indicated by the development interest for mixed use development on the site. If

approved, the proposed amendment would create the opportunity for redevelopment of an abandoned site that has been vacant for decades.

Goal 5. Complete Neighborhoods: Offer a range of neighborhoods that offer distinctive, special places to live that are safe and well served by community amenities and gathering spaces.

Complete neighborhoods are defined within the General Plan as follows: “refers to a neighborhood where residents have safe and convenient access to the goods and services needed in daily life.” (2040 General Plan, pg.5-10) The proposed Old Town Commercial Mixed Use designation accommodates the range of uses needed to create complete neighborhoods within the core of the City.

Goal 6. Array of Housing Options: Provide an array of high-quality housing types and price points that are built in a sustainable manner and meet the varied needs of segments of the community.

The existing Flex Mixed Use category does not allow for residential uses, only regional facilities that include entertainment, hospitality, convention, and/or higher education land uses. The proposed amendment to OTCMU would allow residential uses, as either standalone units or within vertical mixed use buildings. This would fulfill General Plan goals for providing a larger array of housing options at varying price points.

Balanced Land Uses Policies

LUC-3 Integrate a variety of compatible land uses into new and established neighborhoods to provide residents with convenient access to goods, services, and other community amenities.

The proposed amendment to Old Town Commercial Mixed Use provides a wider range of uses than those allowed within the Flex-Mixed Use category. The mix of uses within the OTCMU accomplishes General Plan goals for more balanced land uses and complete neighborhoods by allowing residential uses to occur in close proximity or vertically integrated with commercial, office or entertainment uses. Such a mixed use category would facilitate the creation of complete neighborhoods that provide residents convenient access to goods, services and other community amenities. As the Old Town area already holds a large number of community assets, it is an appropriate location for more mixed use land use categories that would facilitate the development of complete neighborhoods.

LUC-4 Encourage infill and redevelopment opportunities that place residential, work, and retail land uses in proximity to each other to maximize walking, bicycling, and transit opportunities.

The Grand Commons development includes an attractive public space network throughout the residential and commercial components that facilitates pedestrian movement within the development and connects to adjacent properties. The mix of uses within the development and its adjacency to the City’s core creates a framework in which residents can conveniently access goods and services by foot, bicycle, or transit, thereby reducing automobile dependency. The site will create good pedestrian and bicycle connections to Old Town. Public spaces within the development will provide signature landscaping and pedestrian amenities that enhance the character with Old Town.

LUC-6 Locate commercial and employment uses in proximity to adequate transportation and utility infrastructure.

The subject site is located close to existing bus routes (Routes 83 and 106) and within an area with established infrastructure of sufficient capacity. If approved, this amendment would allow more residential, commercial and employment activities in the core of the City, thereby leveraging established transit and infrastructure.

Complete Neighborhoods Policies

CN-1 Promote efforts to make complete neighborhoods by encouraging the development of a mix of complementary uses and amenities that meet the daily needs of residents.

Complete neighborhoods refers to those with convenient access to the goods and services needed in daily life. The proposed land use category would facilitate the infill development of residential housing and neighborhood-serving commercial uses along a corridor in need of revitalization. This will increase the mix of complementary uses along the corridor and aid in the creation of a more complete neighborhood by locating residential use with convenient access to commercial, entertainment and institutional uses.

CN-4 Encourage residential developments to incorporate design features that encourage walking within neighborhoods by:

- **Creating a highly connected block and street network.**
- **Designing new streets with wide sidewalks, planting strips, street trees, and pedestrian scaled lighting.**
- **Orienting homes, townhomes, and apartment and condominium buildings toward streets or public spaces.**
- **Locating garages for homes and townhomes along rear alleys (if available) or behind or to the side of the front façade of the home.**
- **Locating parking facilities below or behind apartment and condominium buildings.**
- **Enhancing the front façade of homes, townhomes, and apartment and condominium buildings with porches, stoops, balconies, and/or front patios.**
- **Ensuring that windows are provided on façades that front streets or public spaces.**

The multi-family portion of the development is designed with an extensive network of pedestrian walkways that connect residential and commercial buildings with the array of open space amenities to adjacent developments. These walkways directly connect to the public sidewalks along North 85th Avenue and Grand Avenue and feature planting strips, street trees and pedestrian-scaled lighting. Residential buildings are oriented towards North 85th Avenue to engage the street frontage and acknowledge the established development pattern on the opposite side of the street. Parking facilities are located to the sides and behind the buildings, screened from the street. The façades of the residential buildings will feature a four-sided architecture design with varying façade articulations and careful compositions of entryways, windows, balconies, and patios.

CN-5 Require new commercial and mixed-use developments to have a pedestrian-scale and orientation by:

- Placing the building and outdoor gathering spaces along or near the sidewalk.
- Locating parking to the rear of the building or internal to the property.
- Designing the building with ground floor retail frontages or storefronts that front the street.
- Enhancing the property with landscaping, lighting, seating areas, bike racks, planters, and other amenities that encourage walking and biking.

The Grand Commons PAD that accompanies this SAP amendment establishes site orientation standards that ensure buildings engage public streets and define/enhance public gathering spaces. The project will feature a network of interconnected public spaces of varying scales that enhance the experience of both residents and commercial patrons and will be accessible through a series of pedestrian walkways. The highly amenitized nature of these spaces will create an elevated sense of identity within the development that can aid in attracting higher-quality commercial tenants as well as serving as a catalyst for the revitalization of the greater Grand Avenue corridor. Walkways will connect the residential and non-residential areas of the site, as well as link to existing public sidewalks surrounding the property. Parking is located in the interior of the property while buildings are oriented towards the street and public gathering areas. Commercial uses will feature ground floor retail frontages that front the street to provide an enhanced pedestrian-scale experience along Grand Avenue.

Growth and Sustainable Development Policies

GS-2 Direct dwelling unit density, and employment growth toward infill development sites within the city, especially catalyst and opportunity sites identified within Economic Development related strategic plans or programs.

Grand Commons is a mixed use development featuring both multi-family residential and commercial uses on an infill site along the Grand Avenue corridor. The City is currently exploring revitalization options for this corridor through the Grand Avenue Corridor Plan. The preliminary Corridor Plan identifies this site as a key area for redevelopment. Grand Commons will act as a catalyst for this redevelopment by activating a derelict property within a commercial corridor that adds dwelling units and employment opportunities to the area.

GS-7 Accommodate land use proposals that target growth in the area of existing or planned infrastructure and services.

The proposed development is located along Grand Avenue in a critical infill site that is currently underutilized. This portion of Grand Avenue is in need of substantial redevelopment. Since this area is already designated as a commercial corridor, infrastructure and services are in place to serve the Grand Commons development.

Housing Stock Policies

HS-2 Focus high density residential developments and the residential component of mixed use developments in areas of higher employment to provide workforce housing opportunities near employment nodes.

Grand Commons is located in the urban core with many employment opportunities within walking and biking distance. Old Town Peoria and the City of Peoria Municipal Complex provide a range of employment options located within walking distance of Grand Commons. If approved, an amendment to the General Plan would allow Grand Commons to provide workforce housing options near these established employment nodes.

Placemaking & Community Policies

PC-4 Seek out opportunities to activate passive space through programming or physical placemaking installations that facilitate social interaction.

Grand Commons features activated public spaces in both the residential and commercial areas of the development. The multi-family residential portion features linear green spaces in between buildings that incorporate ample pedestrian amenities. These amenities may include but are not limited to seating, shade elements, play equipment, enhanced landscaping, and pedestrian lighting intended to elevate the user experience and facilitate social interaction. Gathering space in the commercial area may feature elements including but not limited to wide, shaded walkways with seating, enhanced landscaping and pedestrian lighting. Outdoor dining areas will add to the activation of these spaces to contribute to the overall success of the project as a distinctive destination.

Streetscape & Corridors for People

SC-3 Require development to design their frontage so that it focuses on the pedestrian experience and continues any streetscape theming design in place for the area.

The Grand Commons development spans between North 85th Avenue and Grand Avenue. Along North 85th Avenue, residential buildings front the street and feature façade articulations including but not limited to windows, balconies and/or patios. Landscape buffers are provided between the buildings and the street frontage to enhance the pedestrian experience. This site orientation and landscape strategies reflect the pattern of the existing residential developments along North 85th Avenue. Along Grand Avenue, the commercial or mixed use buildings are located next to the street with enhanced landscaping and pedestrian connections in accordance with the City's preliminary Grand Avenue Corridor Plan that encourages revitalization through infill development and streetscape improvements.

SC-4 Maximize opportunities for shade and appropriate pedestrian refuge while minimizing the potential for nuisance activity.

Ample shade is provided through a combination of landscaping and shade structures throughout the development. The shade amenities are located along walkways, at storefront entrances, and at gathering spaces.

SC-6 Plan future public and direct private open space areas and connections to act as links and nodes for a larger network of open space connectivity.

The Grand Commons development incorporates an attractive public space network that facilitates pedestrian movement within the site and connects to adjacent properties. The mix of uses within the development and its adjacency to the City's core creates a framework in which residents can conveniently access goods and services by foot, thereby reducing automobile dependency. Both public spaces within the development and adjacent streets provide signature streetscaping and pedestrian amenities that enhance the character of the Grand Avenue corridor.

Healthy Neighborhoods Goals and Policies

Goal 2. Active Lifestyle Choices: Creation and expansion of convenient and safe opportunities to incorporate physical activity into everyday activities of residents, employees, and visitors.

The variety of open space amenities accommodated within the Grand Commons PAD ensures the creation of convenient and safe opportunities for residents, employees and visitors to incorporate a variety of social and recreational activities into their everyday activities.

Goal 7. Variety of Housing: A diversity of housing types and prices that are high quality, built in a sustainable manner, and meet the varied housing needs of residents for all stages of life.

The residential component of Grand Commons will provide a quality multi-family residential product with rental rates that will be competitively priced to attract a wide demographic range. This project expands the range of housing types and prices within the urban core to meet the varied housing preferences within the city, particularly for the subset of the population which may have a desire for more urban, walkable alternatives.

Community Wellness Policies

CW-8 Advocate for more complete, healthy communities that provide access to a range of daily goods and services, and recreational resources within comfortable walking distance of homes.

As mentioned in the responses above, the approval of the General Plan Amendment would facilitate the mixed use redevelopment of a vacant site that would aid in the development of a more complete, healthy community in which residents can conveniently access a range of service, employment, and recreational resources within walking distance of their homes.

CW-10 Facilitate social interaction and foster a sense of identity and community pride by providing attractive, safe walkways, and linked community gathering spaces.

Grand Commons will feature a network of community gathering spaces linked by safe pedestrian walkways that allow residents and commercial patrons a variety of social and recreational opportunities. The PAD standards ensure that the design of these spaces includes both pedestrian amenities and placemaking elements so that these spaces become destinations within the development that foster a strong project identity and community pride.

CW-13 Support and promote development and redevelopment that reduces automobile dependency through more efficient and varied use of lands.

The Grand Commons PAD provides housing and commercial uses on a piece of land in the heart of the City in close proximity to established employment, service, and entertainment opportunities. This project supports sustainable development patterns that help create a complete community in which residents have convenient access to employment and services that are within walking distance or a short bus ride, thereby reducing the need for automobiles.

OLD TOWN SPECIFIC AREA PLAN

The following section outlines compliance with the goals, policies and objectives of the Old Town Specific Area Plan Goals and policies are bolded and responses are italicized.

Old Town Specific Area Plan Guiding Principles

Increase Economic Vitality

- **Promote mixed-use development, neighborhood serving uses, an assortment of housing types, and a variety of transportation modes.**
- **Recruit businesses such as restaurants, retail stores, services, and entertainment that will serve the local market and also attract visitors.**

The proposed amendment and accompanying PAD request would permit a larger assortment of residential and commercial uses to occur on the property. Allowing a truer mix of uses to be developed on the subject property would fulfill the goal of the Old Town SAP to increase the economic vitality of the area as it would permit a mixed use development on the subject property that increases the assortment of housing and neighborhood-serving uses within the Grand Avenue Corridor District. Further, the commercial spaces within the development could be utilized to recruit a mix of restaurants, retail stores, services, and entertainment uses to serve the local market and attract visitors to the development.

Foster Character & Sense of Place

- **Establish a vibrant environment that lends to a dynamic, exciting, and welcoming atmosphere that defines the “Old Town experience”.**
- **Integrate new development into the established scale, architectural and historical contexts of Old Town.**
- **Create a safe and pedestrian-friendly environment that enhances the “Old Town experience” for all user groups.**
- **Promote “Main Street” architectural character with buildings fronting pedestrian sidewalks and on-street parking.**
- **Promote design standards for development and construction that respond to community values of quality architectural design and distinctiveness.**

The proposed SAP amendment and the accompanying PAD request would facilitate the development of a quality mixed use project that is in line with the SAP principle to foster character and a unique sense of place within the Old Town area. If approved, the Grand Commons mixed use project would create a more defined urban character and sense of place along the Grand Avenue Corridor. The PAD standards for

Grand Commons establish a development framework that ensure the project will create a vibrant, walkable pedestrian environment that enhances the Old Town experience while integrating itself into the established context of the area. Site layout standards are utilized to orient commercial buildings to emulate a “Main Street” feel with wide sidewalks and patio spaces engaging the street. Architectural standards are in place so that buildings respond to community values of quality architectural design and distinctiveness. Other standards that address elements like placemaking, signage, open space and landscaping aim to create a distinctive, vibrant destination that enhances the Old Town experience.

Develop Connectivity & Walkability

- **Coordinate land use and transportation to increase the efficiency and performance of the existing road network.**
- **Foster a mix of land uses that are accessible by all modes of transportation.**
- **Encourage mixed land uses and compact development with a variety of neighborhood services such as salons, grocery stores, coffee shops, restaurants, dry cleaners, medical offices, and banks within a 10-minute walk of residential and employment uses.**
- **Encourage complete neighborhoods that provide appropriate streets, public spaces, and pedestrian-oriented retail to ensure safe and inviting pedestrian conditions.**
- **Create shaded and comfortable pedestrian routes.**
- **Develop an environment free of barriers and offer safe and convenient routes between uses.**

This SAP amendment would support sustainable development patterns that help create a complete community in which residents have convenient access to employment and services that are within walking distance or a short bus ride. If approved, this SAP amendment would facilitate the development of compact, mixed use development that is conveniently accessible by a variety of transportation methods and aid in the development of the area as a more complete community that increases the efficiency and performance of the existing road network.

The Grand Commons project is also proposed to include a series of commercial and residential gathering spaces connected by a network of onsite pedestrian pathways. Approval of the SAP amendment would therefore also implement several of the objectives within the Old Town SAP regarding the development of safe and inviting pedestrian environments.

Promote Sustainability

- **Promote sustainable development principles, including the reuse of existing buildings and infrastructure, the use of energy efficient designs and materials, as well as the use of drought tolerant/native plants, permeable paving and surface treatments, and the incorporation of solar heating and solar energy-generating technologies.**

The proposed amendment is needed to facilitate the Grand Commons PAD, which proposes to infill a mixed use development on a long vacant site that is well served by existing infrastructure, thereby promoting sustainable development practices with the Old Town area that leverage the City’s existing infrastructure investments.

Grand Avenue Corridor District Development and Urban Design Objectives

Development Objectives

- **Boost activity in Old Town by increasing the population of Old Town area employees, who can frequent area businesses.**

Grand Commons is located directly to the north of Old Town and is well-positioned to boost activity in Old Town through increasing the population of the area and adding viable commercial uses that complement Old Town businesses. This project features pedestrian connections that easily link the development to the existing land uses surrounding the site so as to encourage walkability and improve access to Old Town.

Urban Design Objectives

- **Redevelopment projects should include improved site design, better access management techniques, attractive building façades, and landscaping.**
- **Establish safe and effective pedestrian connections along Grand Avenue to the Old Town core.**

The site is located within the Grand Avenue Corridor District of the Old Town SAP. The proposed development furthers the development and urban design objectives of the district by redeveloping a severely underutilized property at the urban core of the City with multi-family housing and commercial uses. The project is designed in such a way as to restrict access to one curb cut along Grand Avenue and two curb cuts along North 85th Avenue. This improves upon the existing access that includes multiple curb cuts. Buildings are designed with four-sided architecture and feature varying facade articulations including but not limited to windows, patios and balconies. Enhanced signature landscaping throughout the property includes landscape strips, street trees, and gathering areas for residents and shoppers.

A network of pedestrian walkways within the site and connecting to adjacent properties allows a high level of mobility. Connections to the public sidewalk along Grand Avenue include appropriate crosswalk treatments and enhanced landscaping that allow for a safe and effective pedestrian experience.

11. How will this amendment support the overall intent and/or constitute an overall improvement to the General Plan?

The 2040 General Plan seeks to retain the character and values that make Peoria special, while accommodating population growth in a better way than simply continuing to expand the city outward. The plan states that it seeks to accomplish this goal by “incorporating the principles of Smart Growth and healthy community design, and reinvesting in areas to create vibrant centers, providing housing close to jobs, promoting transit use and walking, and minimizing traffic congestion.” This SAP amendment and accompanying PAD request for the Grand Commons project supports the overall intent of the General Plan. If approved, the SAP amendment would facilitate the smart growth vision for inward growth through the redevelopment of an urban infill site within the Old Town Activity center, additionally aiding in the reinvestment of the core and the revitalization of the Grand Avenue corridor as desired by the City. As a mixed use development, Grand Commons would provide quality housing and neighborhood-serving commercial uses in close proximity to the established amenities and transit system of Old

Town. This would further ensure that the Old Town area functions as a complete community where residents can conveniently access a variety of housing, service, and employment opportunities. Based on this rationale, we believe that the proposed SAP amendment and the accompanying PAD would support the overall intent of the General Plan.

5. CONCLUSION

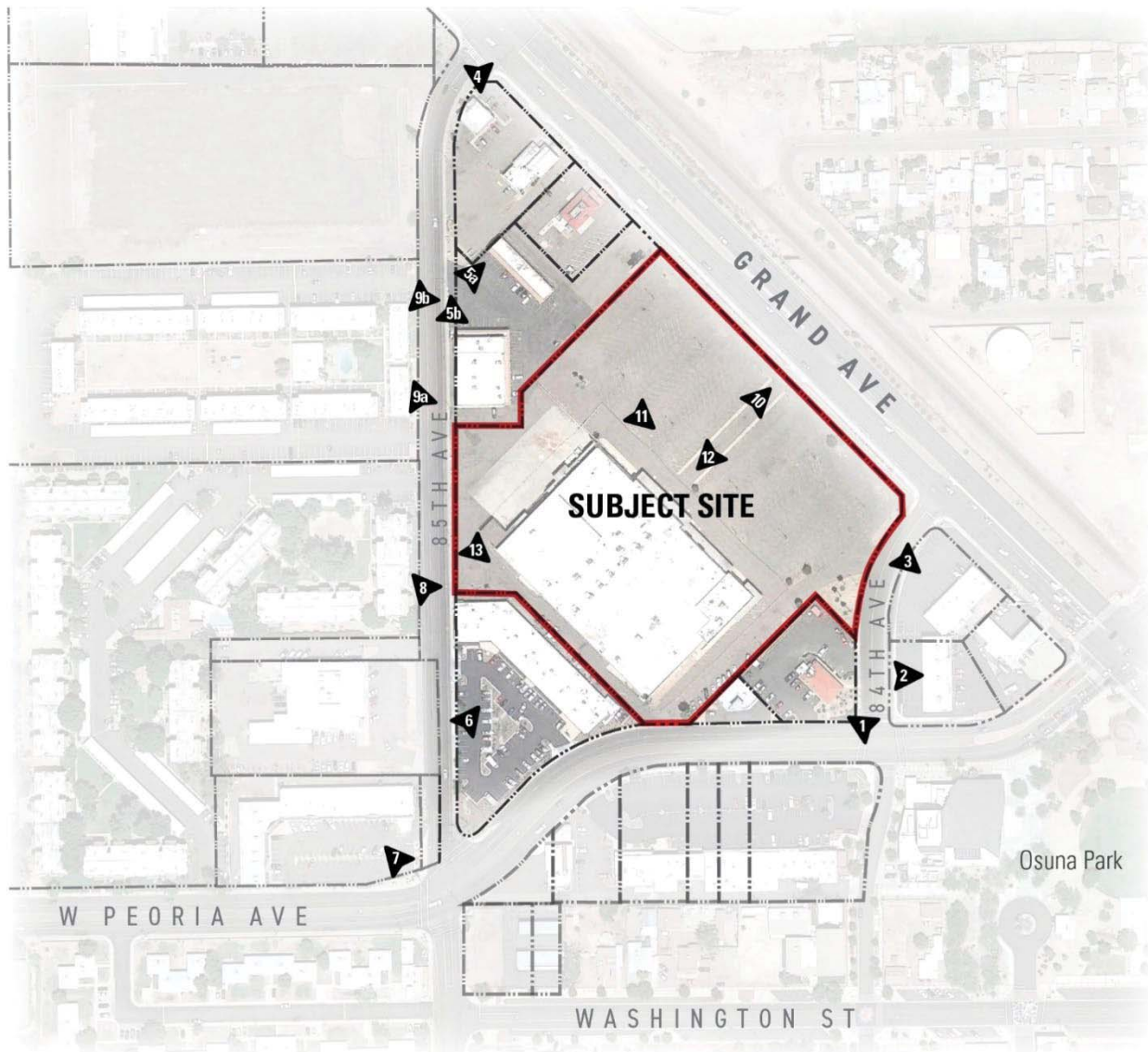
Based upon the rationale presented in this document, the requested General Plan Amendment is reasonable and necessary to facilitate the redevelopment of a long vacant infill parcel with a quality mixed use development project that would benefit the community and implement several City goals for the area. The subject site's inability to be developed in accordance with its designated Flex-Mixed Use category has been validated by the continuing vacant status of the parcel. We respectfully request approval of the General Plan Amendment to facilitate the development of a mixed use project that offers quality housing and commercial opportunities along a derelict corridor in close proximity to the heart of Peoria. The proposed residential and commercial uses align with the objectives of the Old Town Commercial Mixed Use land use designation under the Old Town SAP and the requested General Plan Amendment is supported by the Goals and Policies of the 2040 General Plan as well as the Old Town SAP.

D. EXHIBITS

EXHIBIT 1: Vicinity Map



EXHIBIT 2: Existing Conditions Map



Mixed commercial
The Grand Avenue Corridor is characterized by a mix of commercial and retail uses suburban in character.



1. Don Lencho's Restaurant



2. Firestone Complete Auto Care



3. Various commercial tenants



4. K-May Donuts & Bagels



5. Adobe Plaza



6. Wagoner Plaza 2



7. Mike Market

Multi-family Housing

The area to the east and west of the site is predominantly characterized by medium density multi-family housing that serves as a transition to single-family subdivisions beyond.



8. Cedar Meadows Apartments



9. Villas at Montebella



Existing Site Conditions

The existing site housed a vacant building that was formerly the Smitty's grocery store.



10. Entrance



11. Parking field

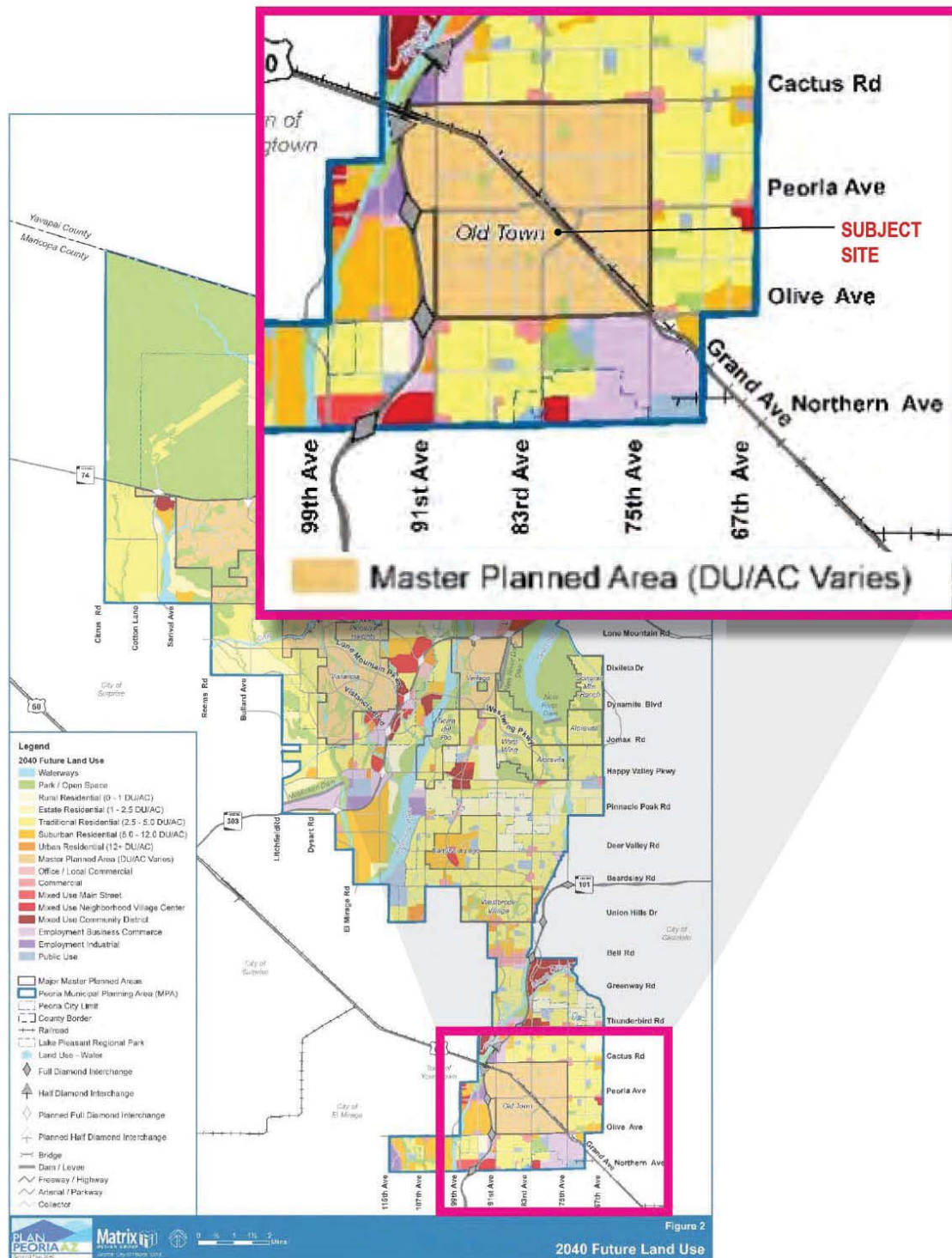


12. Former Smitty's building



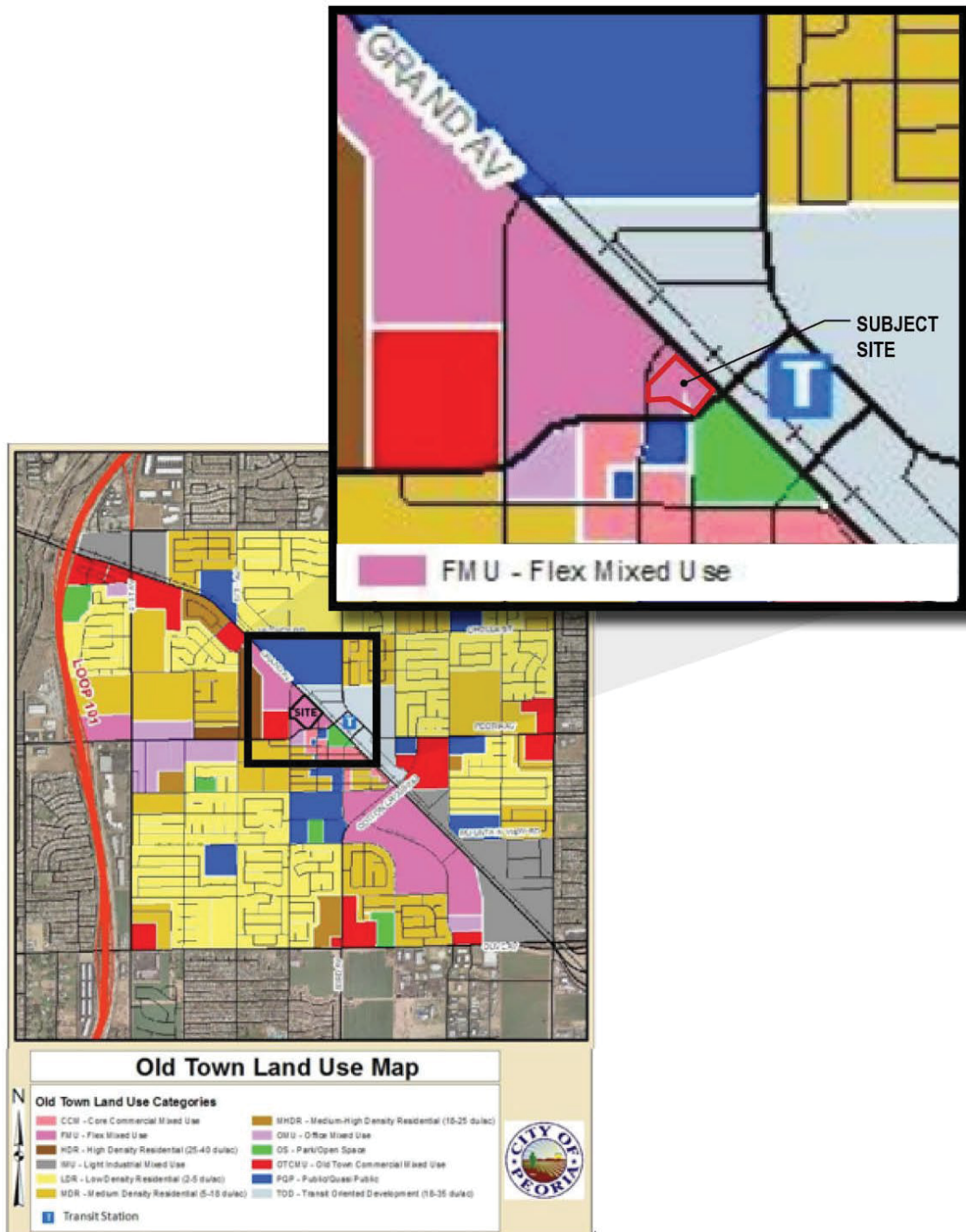
13. Alley

EXHIBIT 3: 2040 General Plan Future Land Use Map



The 2040 Future Land Use Map of the General Plan indicates the subject site as Master Planned Area (MPA). The Old Town Specific Area Plan therefore provides the appropriate land use category, see Exhibits 4 and 5.

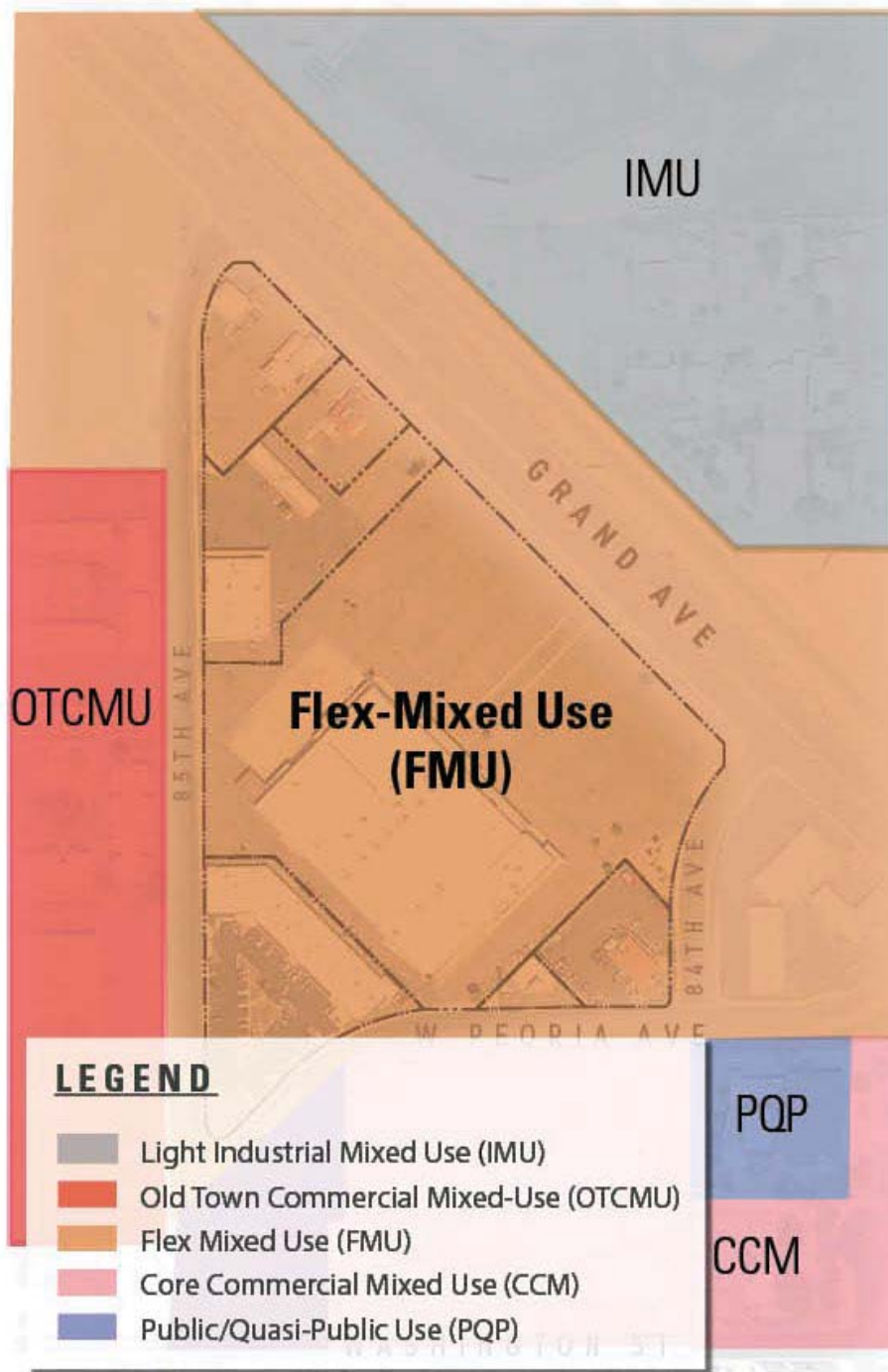
EXHIBIT 4: Old Town SAP Map



The existing Old Town SAP Land Use Map, prior to the adoption of the PAD, indicates the site as Flex-Mixed Use. See Exhibit 5 for proposed category.

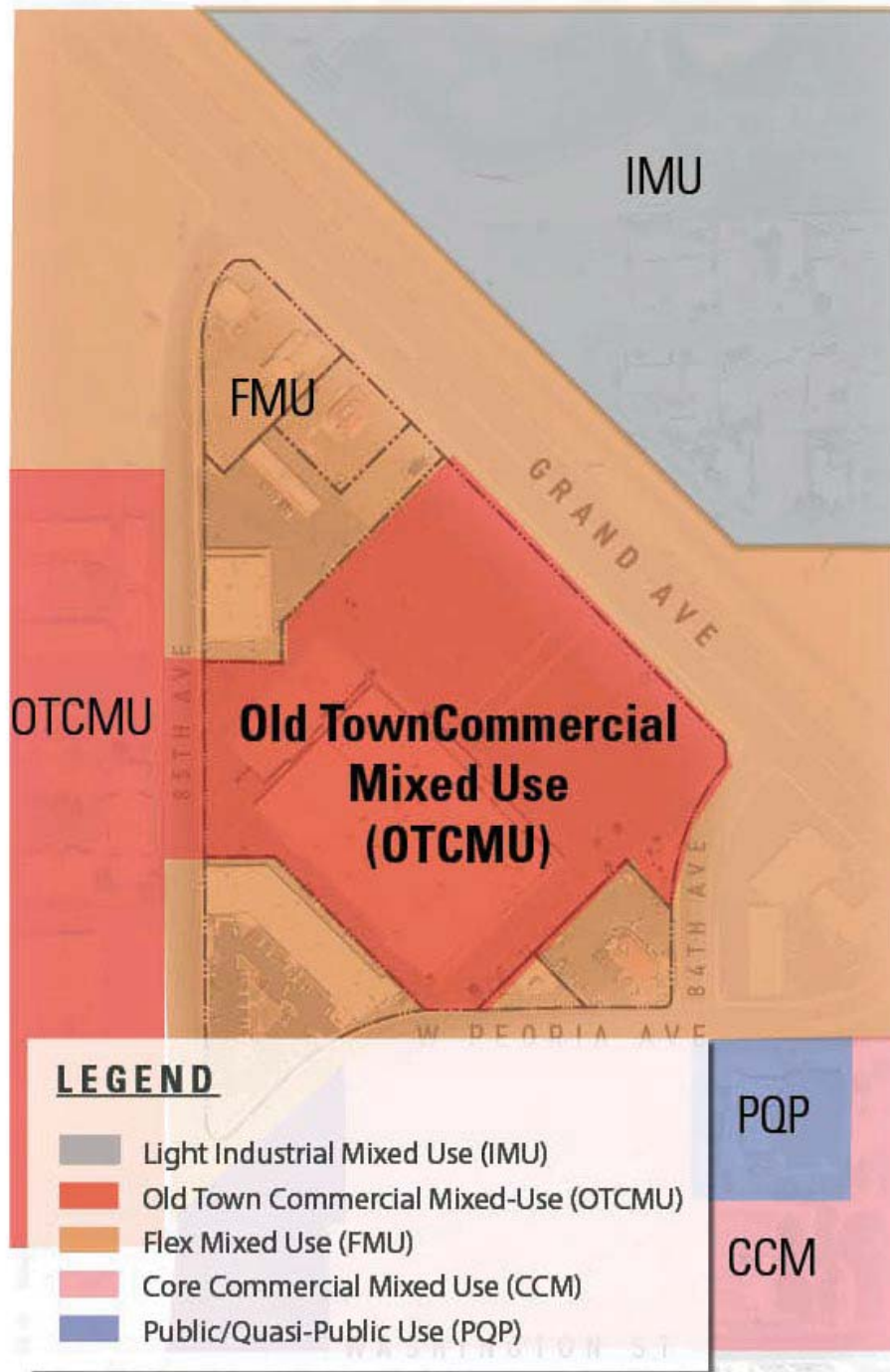
EXHIBIT 5: SAP Land Use Category Maps

Exhibit 5.1: Existing SAP Land Use Category



Existing SAP Land Use Category for the site is Flex-Mixed Use.

Exhibit 5.2: Proposed SAP Land Use Category



This amendment proposes to change the site to the Old Town Commercial Mixed Use (OTCMU) category.

EXHIBIT 6: Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of the East half of the Southeast quarter of Section 22, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying Southwesterly of the Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue), being more particularly described as follows:

BEGINNING at the Southwest corner of the East half of the Southeast quarter of said Section 22;

Thence North 00 degrees 10 minutes 17 seconds East (assumed bearing) 510.24 feet along the West line of said East half of the Southeast quarter to the TRUE POINT OF BEGINNING for the herein described parcel of land;

Thence continuing North 00 degrees 10 minutes 17 seconds East, 270 feet along the said West line of the East half of the Southeast quarter;

Thence South 89 degrees 49 minutes 43 seconds East, 140 feet;

Thence North 00 degrees 10 minutes 17 seconds East, 56.16 feet;

Thence North 45 degrees 42 minutes 42 seconds East, 327.22 feet to a point on the Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue) as recited in [Book 590 of Deeds, Page 508, of Official Records](#);

Thence South 44 degrees 17 minutes 18 seconds East, 555 feet along said Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue) to a point that is the Northwesterly end of the Westerly right-of-way line of 84th Avenue (Peach Street) as dedicated in [Docket 7752, Page 520, of Official Records](#);

Thence along a curve, concave right, having a radius of 20.63 feet and a central angle of 86 degrees 28 minutes 45 seconds 31.14 feet to the Southerly end of said curve and the beginning a curve, concave left, having a radius 315.32 feet and a central angle of 42 degrees 00 minutes 09 seconds;

Thence 231.16 feet along the arc of said curve and the Westerly right-of-way line of 84th Avenue (Peach Street) to the end of said curve;

Thence North 41 degrees 15 minutes 45 seconds West, 94.54 feet;

Thence South 45 degrees 42 minutes 42 seconds West, 292.64 feet to a point on the Northerly right-of-way line of Peoria Avenue as described in [Docket 7141, Page 363, of Official Records](#);

Thence South 89 degrees 59 minutes 26 seconds West, 43.91 feet along said Northerly right-of-way line of Peoria Avenue to the beginning of a curve, concave left, having a central angle of 4 degrees 55 minutes 50 seconds and a radius of 326.33 feet;

Thence 28.08 feet along the arc of said curve and the said Northerly right-of-way line of Peoria Avenue;

Thence North 44 degrees 17 minutes 18 seconds West, 302.01 feet along a line that is parallel with and 565 feet Southwesterly of the above said Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue);

Thence North 89 degrees 49 minutes 43 seconds West, 126.91 feet to the TRUE POINT OF BEGINNING for the herein described parcel of land;

EXCEPT that portion as condemned by the State of Arizona Department of Transportation by the Final Order of Condemnation recorded December 20, 2010 as [Document No. 2010-1104400, of Official Records](#), described as follows:

That portion which lies between the existing Southwesterly right-of-way line of U. S. Highway 60 (Wickenburg – Phoenix Highway) and the following described New Right of Way line:

Commencing at PK nail with tag LS21080 marking the Southeast corner of said Section 22, being South 00 degrees 09 minutes 00 seconds East 2638.04 feet from a 3 inch City of Peoria brass cap that is flush marking the East quarter corner of said Section 22;

Thence along the East line of said Section 22 North 00 degrees 09 minutes 00 seconds West 213.62 feet to the existing right-of-way centerline of said U. S. Highway 60;

Thence along said existing right-of-way centerline North 44 degrees 39 minutes 15 seconds West 690.94 feet;

Thence South 45 degrees 20 minutes 45 seconds West 111.33 feet to the POINT OF BEGINNING on the existing Westerly right-of-way line of 84th Avenue;

Thence North 00 degrees 25 minutes 32 seconds West 30.00 feet;

Thence North 44 degrees 05 minutes 53 seconds West 515.24 feet;

Thence North 44 degrees 39 minutes 15 seconds West 424.06 feet;

Thence South 88 degrees 48 minutes 32 seconds West 23.12 feet;

Thence South 47 degrees 39 minutes 09 seconds West 20.00 feet to the POINT OF ENDING on the existing Easterly right-of-way line of 85th Avenue.



OCTOBER 2020

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INTRODUCTION

This is a request to rezone the subject property to a Planned Area Development (PAD) designation for the development of a proposed mixed use project referred to as Grand Commons, located along Grand Avenue between North 84th and North 85th Avenues.

LOCATION & CONTEXT

The subject property, approximately 7.5 acres in size, is bordered by Grand Avenue and North 84th Avenue on the east, West Peoria Avenue on the south and North 85th Avenue on the west (see **Exhibit A: Vicinity Map**). It is located within the boundaries of the Central District of the Old Town Specific Area Plan (SAP). Current conditions of the properties along the Grand Avenue corridor north of Old Town are characterized by vacant buildings and large expanses of parking fields with little landscaping or pedestrian amenities.

Various commercial uses immediately surround the subject property to the north and south with multi-family apartments to the west (see **Exhibit B: Existing Conditions Map**). The subject property is one of many vacant and underutilized parcels within the Grand Avenue corridor. It was the former site of the Smitty's grocery store. The approximately 91,000 square foot building has sat vacant since Smitty's closed its doors nearly twenty years ago, during which time the property has fallen into a severe state of disrepair resulting in the demolition of the building. The site's main access is from Grand Avenue with multiple curb cuts. Access also exists from North 84th Avenue, West Peoria Avenue and North 85th Avenue. No pedestrian infrastructure exists on site and the multitude of curb cuts along Grand Avenue creates conflicts for pedestrians.

CONFORMANCE WITH REGULATORY DOCUMENTS

The site is designated as a Master Planned Area within the General Plan and falls under the purview of the Old Town Specific Area Plan (SAP). The General/SAP Amendment that accompanies this PAD request, proposes to change the Old Town SAP land use designation of the subject site from Flex Mixed Use to Old Town Commercial Mixed Use (OTCMU) land use category. The Old Town Commercial Mixed Use land use category is intended to facilitate a mixture of uses including office, service, retail, and medium to high density residential uses, either integrated vertically or horizontally. This project is in alignment with the desired uses as it establishes the framework for a mixed use development with residential and commercial uses (see **Exhibit C: Old Town SAP Map** and **Exhibit D: Zoning Maps**).

DEVELOPMENT PROPOSAL

The Grand Commons project and associated PAD is intended to further the City's economic development goals for the Grand Avenue corridor by facilitating a catalytic mixed use development that spurs the revitalization of the corridor. The following development proposal outlines the site plan for the PAD that is envisioned to further these goals.

Grand Commons is an urban, mixed use development just north of historic Peoria Old Town that creates new commercial and housing uses along the Grand Avenue corridor. The PAD's development plan establishes a

high-quality design framework with consistent architectural and landscape elements and offers strong pedestrian linkages between the residential and non-residential portions of the site.

The Conceptual Site Plans in Exhibit E illustrate two potential site framework options for Grand Commons. The first option, the “Commercial” option (**Exhibit E.1: Conceptual Site Plan - Commercial Option**), distributes the mix of uses horizontally while the “Mixed Use Building” option (**Exhibit E.2: Conceptual Site Plan – Mixed Use Option**) vertically integrates non-residential and residential uses into the same building along Grand Avenue, with additional residential along North 85th Avenue. These conceptual site plans illustrate two alternatives that are in compliance with the General Plan designation of Old Town Commercial Mixed Use, and are appropriate for the site and the surrounding context. The conceptual site plans shown in Exhibit E.1 and Exhibit E.2 are subject to change as the project continues into the design phase; however, the overall density, mix of uses and intent will remain the same. The final site plan will be determined through the City of Peoria’s site plan review process.

The conceptual site plan in Exhibit E.1 illustrates approximately 14,400 square feet of neighborhood-serving commercial space in the form of two free-standing commercial pads fronting Grand Avenue and the multi-family portion, which would allow for a maximum density of 25 dwelling units per acre, is located at the rear of the site. In this conceptual plan, the non-residential portion of the site consists of two buildings oriented along the primary entrance off of Grand Avenue to emulate a “Main Street” feel with wide sidewalks and patio spaces engaging the street. The alternative site configuration in Exhibit E.2 replaces the commercial buildings with mixed use buildings that feature ground-floor retail with multi-family housing above.

The residential portion of the site is located behind the commercial uses and engages the established multi-family housing located on the west side of North 85th Avenue. The vision is to create an urban living environment that provides convenient access to an array of services, employment opportunities, and amenities near the heart of Peoria. The proposed plan would allow for a maximum density of 25 dwelling units per acre and create a contemporary urban community designed to appeal to a diversity of households. It will feature a variety of amenities, which may include a swimming pool, a tot lot / jungle gym, a community plaza area, and a dog park.

As a mixed use development, the site design is intended to create strong connections between the commercial and residential uses. To enhance connectivity, the hardscaped plaza space directly to the south of the primary commercial entrance will be shared by the commercial and residential uses. The onsite pedestrian circulation network shall provide a minimum of one (1) connection between the residential and commercial uses, potentially accessed at the shared plaza. Additionally, placemaking through coordinated site elements such as architectural character, signage, and landscaping are utilized to create a strong identity for the overall development.

DEVELOPMENT STANDARD DEVIATIONS

The Planned Area Development (PAD) zoning designation is intended to provide an alternative zoning district to the conventional zoning and development standards in the City. Grand Commons proposes four (4) deviations from City standards within the PAD standards report:

- a. **Reductions to the front setback requirements for the multi-family and commercial or mixed use buildings fronting major streets**, particularly the multi-family buildings directly fronting North 85th Avenue and the commercial/mixed use buildings fronting Grand Avenue. Reducing the required front or exterior setback to 10 ft. and the rear / interior setback to 5 ft. accomplishes the desired compact mixed use development. The reduced rear setback is also necessary to create the desired integration of

the commercial and residential uses. Similarly, reducing the setback for the commercial uses benefits the compact design. The setback from Grand Avenue or any other exterior side is proposed to be reduced from 15 ft. to 10 ft. and the interior setback is 5 ft. The reduced front setback promotes National Best Practices by creating a “street wall” of building facades that begin to activate the roadway and enhance the pedestrian experience.

- b. **Increases to the maximum building height for the commercial/mixed use buildings along Grand Avenue.** The Grand Commons PAD provides increased maximum building height of 60’ from the 48’ currently allowed within the C-2 zoning district, as the City’s zoning ordinance does not accommodate the typical construction practices required for vertical mixed use. The table below outlines typical floor-to-floor heights for vertical mixed use development, which indicated that in order to accommodate a 4 story vertical mixed use building a minimum range of 52-54’ is needed, e.g. $16' + 11' + 11' + 12' + 4' = 54'$. The PAD proposes a maximum building height of 60’ for the commercial/mixed use buildings along Grand Avenue to ensure that vertical mixed use building construction is feasible along this major corridor, which is an appropriate location for increased height.

TABLE 1: Typical Floor-to-Floor Heights for Vertical Mixed-Use	
<i>First Floor Height</i>	14’-16’
<i>Upper Floor Height (if any)</i>	11’
<i>Top Floor, including roof structure</i>	12’
<i>Parapet Height</i>	4’

- c. **Reductions to the minimum parking standards for the commercial and residential uses.** The Grand Commons PAD is proposing parking rates which differ from the typical City of Peoria parking requirements, but were based on national best practice provided within the Urban Land Institute (ULI) Shared Parking, 3rd Edition. The existing City requirements are most often applied to individual developments which incorporate a single use on a parcel. The existing parking code rates are applied to developments throughout the City and do not provide a mechanism to reflect the unique characteristics of a specific location. The strict application of the existing code requirements for parking has the potential to result in parking fields which are underutilized. The impact of providing excess parking spaces can negatively impact the character of proposed development due to increased areas of unneeded paved surfaces which could be better utilized for site amenities. The PAD parking provisions attempts to “right-size” the parking field based on the project location and the mixed-use characteristics of the proposed development.

The refinements to the PAD parking provisions generally fall into three main categories:

1. Update to the peak parking demand based on most current observed peak parking rates (ULI).
2. Refinements to the parking demand to account for enhanced opportunities for pedestrian and transit utilization.
3. Evaluation of the synergistic nature of the proposed mix of uses related to variations in parking demand by time of day, day of the week, and month of the year.

The required parking for the ultimate development plan will be dependent on the final mix of uses. The precise mix of uses that will be developed, from the list of permitted uses in the PAD, will not be known until the final site plan is developed. In order to review the off-street parking requirements, an assumption for the likely number of residential units and commercial uses, based on the Commercial

Option for the Conceptual Site Plan, was developed. The potential development land use assumptions include:

Grand Commons PAD Land Use Assumptions	
Residential	
Multi Family	62 One Bedroom Multi-family residential units 125 Two Bedroom Multi-family residential units
Total	187 total residential units
Commercial Uses	
Restaurant	1,500 square feet of serving area 1,000 square feet of preparation area
Subtotal	2,500 total square feet of restaurant space
Office	5,950 square feet of professional office space
Retail	5,950 square feet of unspecified retail use
Total	14,400 total square feet of neighborhood serving commercial space

The parking requirements outlined in Section 8 (Supplemental Regulations) of the zoning code - 21-825, Parking Requirements, for the potential land use assumptions, are summarized below:

Peoria Zoning Code Requirements		
Residential		
Multi-family	One Bedroom Multi-family residential units	1.5 spaces / unit
	Two Bedroom Multi-family residential units	2.0 spaces / unit
	Visitor Spaces	1.0 spaces / 10 units
Commercial		
Restaurant	Square feet of serving area	1.0 spaces / 50 square feet
	Square feet of preparation area	1.0 spaces / 200 square feet
Professional Office	Square feet of office space	1.0 spaces / 200 square feet
Unspecified Retail Use	Square feet of unspecified retail use	1.0 spaces / 250 square feet

The Urban Land Institute (ULI) Shared Parking, 3rd Edition was also reviewed to compare the most current observed peak parking rates to the PAD and Peoria Code rates. The ULI shared parking standards are recognized as an industry-standard that were developed by leading parking experts, in collaboration with parking professionals and developers. The peak parking rates identified by ULI, for the potential land use assumptions, are summarized below:

ULI Shared Parking Numbers		
Residential, Suburban		
Multi-family	One Bedroom Multi-family residential units	0.9 spaces / unit
	Two Bedroom Multi-family residential units	1.65 spaces / unit
	Visitor Spaces	1.0 spaces / 10 units
Mixed-Use / Commercial Space		
	Square feet of serving area	1.0 spaces / 70 square feet

Restaurant - Fast Casual / Fast Food	Square feet of preparation area	1.0 spaces / 70 square feet
Office (<25 ksf)	Square feet of office space	1.0 spaces / 262 square feet
Retail (<400 ksf)	Square feet of retail space	1.0 spaces / 278 square feet

The table below summarizes the differences between the requirements of the Peoria Zoning Code versus the shared parking standards of ULI. As the Peoria Zoning Code was written under the Euclidean zoning model that segregates of land uses into specified geographic districts, rather than allowing for mixed-use development, the Grand Commons PAD recommends utilizing the ULI industry-standards. :

Use	Retail	Office	Restaurant		1 BDR	2 BDR	Visitor	TOTAL
			Serving	Prep				
Quantity	5,950 sf	5,950sf	1,500 sf	1,000sf	62	125		
Peoria Code								
Rate	250 sf/sp	200 sf/sp	50 sf/sp	200 sf/sp	1.5 sp/unit	2 sp/unit	0.1 sp/unit	
Spaces	24	30	30	5	93	250	19	451
ULI Proposed for use within the Grand Commons PAD								
Rate	278 sf/sp	262 sf/sp	69 sf/sp	69 sf/sp	0.9 sp/unit	1.65 sp/unit	0.1 sp/unit	
Spaces	23	24	21	15	56	207	19	365

The table shows that the peak parking demand determined from the ULI rates is 86 spaces or 19% less than the City of Peoria Code requirement. The reductions summarized in the table above only incorporate the variations in the peak parking calculations for the potential land use assumptions. The ULI Shared Parking calculations further refine the parking evaluation by considering the number of reserved space for the residential and office portions of the development as well as the anticipated percentage of office, retail, and restaurant users that would park at the site verses arriving via transit or as pedestrians from adjacent walkable areas. Further evaluation of the variations in parking demand by time of day, day of the week, and month of the year for the proposed uses at the site allows for the most efficient utilization of parking without requiring surplus spaces.

Based on the number of residential units, it is expected that 263 spaces would be reserved at all times for the multi-family residential users. Similarly, under the current assumptions for office space, parking for office uses would have 24 parking spaces reserved spaces on weekdays. The overall percentage of office, retail, and restaurant users that would park at the site is expected to be 85% with the remaining 15% arriving via transit or as pedestrians from adjacent walkable areas.

Based on the application of the specific parking characteristics of potential land use assumptions outlined in the PAD, the projected peak parking demand is more than 30% less than the number of spaces required under the current City Code. The PAD parking requirements would provide parking that is adequate compared to the projected peak parking demand.

This parking analysis has shown that the projected peak parking demand for the potential land use assumptions will be less than the parking requirements outlined in the PAD. The PAD parking standards are expected to more appropriately reflect the actual parking demand specific to the site location and mix of uses. Utilizing the standard Code requirements for the proposed development outlined in the PAD would result in the construction of a significant number of unneeded parking spaces. The final evaluation

of parking for the site should be developed utilizing the specific uses included in the final site plan for the project.

- C. **Parking Reductions to the minimum parking standards.** The PAD provides additional parking reductions to the required off-street parking spaces within the Grand Commons project if the final site plan includes facilities that reduce the overall parking demand for the site. The PAD provides the opportunity for additional parking reductions based on guidance from the American Planning Association resources on appropriate on best practices for efficient parking management. The Parking Management issue of Zoning Practice¹, a APA publication that provides professional planners guidance on writing and administering smart development codes, was utilized to determine appropriate parking demand adjustment factors that affect parking demand as outlined below.

Factor	Description	APA guidance on Typical Adjustment*	Proposed PAD Adjustment	Within APA range
Shared Parking	Parking spaces that serve multiple users and destinations	10-30%	20 % for multifamily and 10% for non-residential	✓
Transit Accessibility	Nearby transit service frequency and quality	Reduce requirements 10% for housing and employment within 0.25 mile of frequent bus service	10 percentage of overall parking requirement	✓
Car-Sharing	Whether a car-sharing service is located on site or nearby	Reduce residential requirements 5–10% if a car-sharing service is located on site or nearby, or reduce 4–8 parking spaces for each car-share facility	For one rideshare drop-off area, up to five (5) required parking spaces can be deducted from the total non-residential parking requirement	✓
Bicycle Facilities	Provide bicycle storage and changing facilities	5-15%	For every six (6) bicycle parking spaces provided, one (1) vehicular parking space can be deducted, up to a maximum of five (5) vehicular spaces	✓
* Todd Litman (2009). "Parking Management Best Practices: Making Efficient Use of Parking Resources." Parking Management. Zoning Practice, Issue 6, American Planning Association, June 2009				

JUSTIFICATION

1. What type of development and uses are proposed by the rezoning request?

Grand Commons is a mixed use development that accommodates commercial, retail, and multi-family residential uses. Commercial/retail uses are sited to front Grand Avenue in either two (2) stand-alone commercial buildings or on the ground floor of two (2) mixed use buildings. The multi-family residential buildings, restricted to a maximum of 25 du/ac over the entire project site, are located behind the commercial component and oriented to contribute to the established residential nature of North 85th Avenue.

¹ Todd Litman (2009). "Parking Management Best Practices: Making Efficient Use of Parking Resources." Parking Management. Zoning Practice, Issue 6, American Planning Association, June 2009

2. State how your proposal is consistent with the Land Use Plan and other goals, policies, and objectives (list each goal, policy, and objective and how they are met) of the Peoria General Plan.

The following section outlines compliance with the goals, policies, and objectives of the Peoria General Plan. Goals and policies are bolded and responses are italicized (see **Exhibit F: Commercial / Mixed Use and Multi-Family Design Guidelines**).

Economic Prosperity Goals and Policies

EP-21 Protect the City's primary commercial corridors and mixed use activity centers from conversion to uses that would limit employment or active uses, such as single-family residential, warehousing, storage, and auto-oriented uses.

Grand Commons is located along Grand Avenue, one of the City's primary commercial corridors. This area is in need of revitalization with many derelict and abandoned commercial properties. Grand Commons, as a mix of residential multi-family housing and commercial uses, will add employment and active uses to this corridor and contribute to the revitalization of the area.

Smart Growth Goals and Policies

1. Balanced Land Uses: Promote a balanced mix of land uses that support a broad range of housing and lifestyle choices, business, and employment opportunities and cultural and entertainment spaces.

The Grand Commons development provides a mix of residential and neighborhood-serving commercial uses in close proximity to the urban core of Peoria. Infilling residential and commercial uses along a corridor that is in need of revitalization, this development increases the mix of land uses within the area and supports a broader range of housing, business, and employment opportunities.

2. Focused Growth: Strategically focus new growth into areas of Peoria that enable the achievement of City goals for economic growth, fiscal sustainability, and environmental stewardship, and support the development of new, attractive neighborhoods.

The subject site is located within the General Plan designation of Old Town Activity Center, which is envisioned to have a vibrant and walkable mixed use character that includes civic, historic, residential, commercial, and employment uses. Approving the Grand Commons PAD would facilitate a high-quality mixed use development to occur on a currently derelict infill site within the Old Town Activity Center, thereby advancing the City's smart growth goals to promote efficient and sustainable land development patterns that optimize prior infrastructure investment and require less land.

4. Sustainable Development: Promote local growth patterns and sustainable development practices that improve quality of life, celebrate culture, protect open space, and natural resources, and reduce traffic congestion.

The Grand Commons PAD is facilitating the redevelopment of an abandoned site that has been vacant for decades. The project will provide commercial/retail and employment opportunities on an urban infill site that is serviced by existing infrastructure and has excellent vehicular and pedestrian access. Infilling high-quality housing units in close proximity to established employment, service, and entertainment opportunities within the Old Town area creates compact, sustainable development patterns that encourage walkability and reduce the need for vehicular trips. Subsequently, these development patterns improve air quality, increase the mix of uses near the city core, and leverage public infrastructure

investment by infilling more dense development into areas with established infrastructure that are located near existing commercial and institutional uses.

5. Complete Neighborhoods: Offer a range of neighborhoods that offer distinctive, special places to live that are safe and well served by community amenities and gathering spaces.

As mentioned above, the Grand Commons project would create a mixed use development within the heart of the city to provide quality, urban living options with internal gathering spaces and in close proximity to existing community amenities.

6. Array of Housing Options: Provide an array of high-quality housing types and price points that are built in a sustainable manner and meet the varied needs of segments of the community.

Grand Commons provides high-quality multi-family housing opportunities within the core of the City. Rental rates will be competitively priced to attract a wide demographic range.

8. Placemaking: Foster distinctive destinations and gathering spaces that promote health, happiness, and the well-being of residents, employees, and visitors.

The Grand Commons development provides a variety of residential amenities and commercial/mixed use gathering spaces at varying scales. The PAD also includes a set of development standards that utilizes placemaking strategies and design standards to ensure the project becomes a distinctive destination.

Balanced Land Uses Policies

LUC-3 Integrate a variety of compatible land uses into new and established neighborhoods to provide residents with convenient access to goods, services, and other community amenities.

The multi-family residential and neighborhood-serving commercial uses proposed within the PAD will enhance the variety of land uses that currently exist along the corridor and provide residents with more convenient access to goods and services. The project will include a variety of gathering spaces for both residents and commercial patrons to increase the quality of life and experience within the development. Through its development standards, the Grand Commons PAD creates a framework that ensures the development of well-designed, high-quality multi-family products in appropriate locations. Multi-family buildings will be oriented to engage North 85th Avenue and designed to enhance the established residential character of the corridor. The commercial component will be located adjacent to Grand Avenue to aid in the revitalization of the commercial corridor.

LUC-4 Encourage infill and redevelopment opportunities that place residential, work, and retail land uses in proximity to each other to maximize walking, bicycling, and transit opportunities.

The Grand Commons development includes a pedestrian network that facilitates pedestrian movement within the development and connections to adjacent properties. The mix of uses within the development and its adjacency to the City's core generate a framework in which residents can conveniently access goods and services by foot, bicycle, or transit, thereby reducing automobile dependency. The site will create good pedestrian and bicycle connections to Old Town and provide a dedication to accommodate a transit stop along West Peoria Avenue. Public spaces within the development will provide signature landscaping and pedestrian amenities that enhance the character of the Grand Avenue corridor.

LUC-6 Locate commercial and employment uses in proximity to adequate transportation and utility infrastructure.

The mixed use component of the project will locate commercial and employment uses in proximity to the existing bus systems (Routes 83 and 106). The developer has agreed to provide a dedication to accommodate a site adjacent transit stop for the routes along West Peoria Avenue. Additionally, redevelopment of the vacant site would leverage public infrastructure investment by infilling more dense development into an area with established infrastructure of sufficient capacity, further promoting the smart growth policies of the General Plan.

Complete Neighborhoods Policies

CN-1 Promote efforts to make complete neighborhoods by encouraging the development of a mix of complementary uses and amenities that meet the daily needs of residents.

Complete neighborhoods refers to those with convenient access to the goods and services needed in daily life. The proposed PAD will infill quality multi-family housing and neighborhood-serving commercial uses along a corridor in need of revitalization. This will increase the mix of complementary uses along the corridor and aid in the creation of a more complete neighborhood by locating residential use with convenient access to commercial, entertainment, and institutional uses.

CN-4 Encourage residential developments to incorporate design features that encourage walking within neighborhoods by:

- **Creating a highly connected block and street network.**
- **Designing new streets with wide sidewalks, planting strips, street trees, and pedestrian scaled lighting.**
- **Orienting homes, townhomes, and apartment and condominium buildings toward streets or public spaces.**
- **Locating garages for homes and townhomes along rear alleys (if available) or behind or to the side of the front façade of the home.**
- **Locating parking facilities below or behind apartment and condominium buildings.**
- **Enhancing the front façade of homes, townhomes, and apartment and condominium buildings with porches, stoops, balconies, and/or front patios.**
- **Ensuring that windows are provided on façades that front streets or public spaces.**

The multi-family portion of the development is designed with an extensive network of on-site pedestrian walkways that will, at minimum, provide one primary pedestrian connection between the multi-family residential and commercial/mixed use building. Connections to adjacent developments and City sidewalks will also be provided as appropriate. Residential buildings are oriented towards North 85th Avenue to engage the street frontage and acknowledge the established development pattern on the opposite side of the street. Parking facilities are located along the drive aisles that connect throughout the development with more parking available in the interior of the property, away from the street. The façades of the residential buildings will feature a four-sided architecture design with varying façade articulations such as windows, balconies, and patios.

CN-5 Require new commercial and mixed-use developments to have a pedestrian-scale and orientation by:

- **Placing the building and outdoor gathering spaces along or near the sidewalk.**
- **Locating parking to the rear of the building or internal to the property.**
- **Designing the building with ground floor retail frontages or storefronts that front the street.**
- **Enhancing the property with landscaping, lighting, seating areas, bike racks, planters, and other amenities that encourage walking and biking.**

The Grand Commons PAD establishes site orientation standards that ensure buildings engage public streets or are utilized to define and enhance open spaces. The project will feature a variety of open spaces of varying scales that enhance the experience of both residents and commercial patrons. Open spaces will include placemaking elements and pedestrian amenities to create an elevated sense of identity within the development that can aid in attracting higher-quality commercial tenants as well as serving as a catalyst for the revitalization of the greater Grand Avenue corridor. A minimum of one (1) primary pedestrian connection will be provided to connect the residential and non-residential areas of the site. Onsite walkways will also link to existing public sidewalks and adjacent developments surrounding the property as appropriate. Parking is located in the interior of the property while buildings are oriented towards the major public streets. Commercial uses set a minimum standard for glazing along Grand Avenue to ensure activation of the street, helping to provide a better pedestrian-scale experience along Grand Avenue.

Growth and Sustainable Development Policies

GS-2 Direct dwelling unit density, and employment growth toward infill development sites within the city, especially catalyst and opportunity sites identified within Economic Development related strategic plans or programs.

Grand Commons is a mixed use development featuring both multi-family residential and commercial uses on an infill site along the Grand Avenue corridor. The City is currently exploring revitalization options for this corridor through the Grand Avenue Corridor Plan. The preliminary Corridor Plan identifies this site as a key area for redevelopment. Grand Commons will act as a catalyst for this redevelopment by activating a derelict property within a commercial corridor that adds dwelling units and employment opportunities to the area.

GS-7 Accommodate land use proposals that target growth in the area of existing or planned infrastructure and services.

This development is located along Grand Avenue in a critical infill site that is currently underutilized. This portion of Grand Avenue is in need of substantial redevelopment. Since this area is already designated as a commercial corridor, infrastructure and services are in place to serve the Grand Commons development.

The site lies within the City of Peoria Water Pressure Zone 1E. An 8-inch water main exists along the Grand Avenue project frontage with valves at the corners of the parcel line fronting Grand Avenue, providing water main access to the project site. Public fire hydrants exist at the northern corner of the parcel fronting Grand Avenue. Along North 85th Avenue, there is a 6-inch water main with valves on the opposite side of the street that serve the adjacent multi-family housing with fire hydrants at regular intervals. Existing sanitary sewer facilities in the vicinity include an 8-inch main in North 85th Avenue and an 8-inch main in North 84th Avenue. The main in North 85th Avenue is on the project side of the street while the North 84th Avenue main is on the opposite side of the street.

Placemaking & Community Policies

PC-4 Seek out opportunities to activate passive space through programming or physical placemaking installations that facilitate social interaction.

Grand Commons features activated public spaces in both the residential and commercial areas of the development. The multi-family residential portion features a swimming pool, a tot lot / jungle gyms, a community plaza, and a dog park. These amenities may include but are not limited to seating, shade elements, play equipment, enhanced landscaping, and pedestrian lighting intended to elevate the user experience and facilitate social interaction. Outdoor dining areas will add to the activation of these spaces to contribute to the overall success of the project as a distinctive destination. Gathering spaces in the commercial area may feature elements including but not limited to wide, shaded walkways with seating, enhanced landscaping, and pedestrian lighting.

Streetscape & Corridors for People

SC-3 Require development to design their frontage so that it focuses on the pedestrian experience and continues any streetscape theming design in place for the area.

The Grand Commons development spans between North 85th Avenue and Grand Avenue. Along North 85th Avenue, multi-family buildings front the street and will provide a combination of staggered setbacks, fenestration, façade articulation, varied roof planes, and material, texture or color changes to create design interest and visual relief. This site orientation and architectural design reflects and enhances the pattern of the existing residential developments along North 85th Avenue. Along Grand Avenue, the commercial or mixed use buildings located next to the street are designed with four-sided architecture to create a pleasant pedestrian experience along the corridor.

SC-4 Maximize opportunities for shade and appropriate pedestrian refuge while minimizing the potential for nuisance activity.

Ample shade is provided through a combination of landscaping and shade structures throughout the development. The shade amenities are located along walkways, at storefront entrances, and within residential open spaces and commercial/mixed use gathering spaces.

SC-6 Plan future public and direct private open space areas and connections to act as links and nodes for a larger network of open space connectivity.

The Grand Commons development incorporates a variety of residential open spaces/amenities and commercial/mixed use gathering spaces. Pedestrian pathways will provide connections between the on-site uses and to adjacent developments and Old Town as appropriate. The mix of uses within the development and its adjacency to the City's core creates a framework in which residents can conveniently access goods and services by foot, thereby reducing automobile dependency. Public gathering spaces within the development and adjacent streets provide signature streetscaping and pedestrian amenities that enhance the character of the Grand Avenue corridor.

Healthy Neighborhoods Goals and Policies

2. Active Lifestyle Choices: Creation and expansion of convenient and safe opportunities to incorporate physical activity into everyday activities of residents, employees, and visitors.

The variety of open space amenities within the Grand Commons PAD ensures that residents, employees, and visitors can integrate a variety of social and recreational activities into their everyday activities. As an infill site, Grand Commons offers convenient, walkable access to numerous sites in Old Town Peoria.

7. Variety of Housing: A diversity of housing types and prices that are high quality, built in a Sustainable manner, and meet the varied housing needs of residents for all stages of life.

The residential component of Grand Commons will provide quality multi-family residential units with rental rates that will be competitively priced to attract a wide demographic range. This project expands the range of housing types and prices within the urban core to meet the varied housing preferences within the City, particularly for the subset of the population which may have a desire for more urban, walkable alternatives.

Community Wellness Policies

CW-8 Advocate for more complete, healthy communities that provide access to a range of daily goods and services, and recreational resources within comfortable walking distance of homes.

As mentioned in the responses above, the approval of the Grand Commons PAD would facilitate the mixed use redevelopment of a vacant site that would aid in the development of a more complete, healthy community in which residents can conveniently access a range of service, employment, and recreational resources within walking distance of their homes.

CW-10 Facilitate social interaction and foster a sense of identity and community pride by providing attractive, safe walkways, and linked community gathering spaces.

Grand Commons will feature a variety of residential open space amenities and commercial/mixed use gathering spaces linked by safe pedestrian walkways that allow residents and commercial patrons a variety of social and recreational opportunities. The PAD standards ensure that the design of these spaces includes both pedestrian amenities and placemaking elements so that these spaces become destinations within the development that foster a strong project identity and community pride.

CW-13 Support and promote development and redevelopment that reduces automobile dependency through more efficient and varied use of lands.

The Grand Commons PAD provides housing and commercial uses on a piece of land in the heart of the City in close proximity to established employment, service, and entertainment opportunities. This project supports sustainable development patterns that help create a complete community in which residents have convenient access to employment and services that are within walking distance or a short bus ride, thereby reducing the need for automobiles.

3. Discuss your proposal's compatibility with the surrounding land use and zoning patterns. Include a list of surrounding zoning designations, land uses, and conditions.

As an urban redevelopment site, it is surrounded by existing development on all sides. The conceptual land use plan for the site was designed to coordinate with the surrounding context of the site. Commercial/retail uses within standalone buildings, or on the ground floor of mixed use buildings, will front Grand Avenue. Multi-family residential buildings are located behind the commercial uses with the buildings closest to North 85th Avenue oriented to enhance the established residential character of the corridor. This orientation responds to and sites uses based on ensuring compatibility with their neighboring parcels.

	Land Use	Zoning District	Old Town SAP Designation
Subject Site	Commercial	Central Commercial (C-3)	Old Town Commercial Mixed-Use
North	Commercial	Central Commercial (C-3)	Flex Mixed-Use
West	Multi-Family	Multi-Family Residential (RM-1)	Flex Mixed-Use, Old Town Commercial Mixed-Use
South	Commercial	Core Commercial Mixed-Use (CCM)	Office Mixed-Use, Core Commercial Mixed-Use
East	Commercial	Central Commercial (C-3)	Flex Mixed-Use

4. Indicate why the current zoning is not appropriate given the surrounding land use, zoning, and factors which have changed since the current zoning was established.

The subject site was occupied by a former 91,000 square foot building that had been vacant since the last tenant, Smitty's Supermarket, closed its doors in 1997. During the 20-year vacancy, the building's continued deterioration has caused it to become an eyesore along the corridor. This PAD has been initiated due to interest in redeveloping the site under a mixed use framework, which would include commercial, retail, and multi-family uses. The site is currently zoned C-3, which does not permissively allow residential uses. As the City of Peoria Zoning Ordinance does not contain any mixed use zoning districts, PAD zoning is necessary as it is the only option to achieve a mixed use development. Multi-family residential uses, based on the R-M-1 zone, will be sited along North 85th Avenue, while commercial uses, based on the C-2 zone, will be sited along Grand Avenue. As a quality mixed use project, Grand Commons will replace a long-standing eyesore and has the potential to be a catalyst for the greater revitalization of the Grand Avenue corridor.

5. Describe any proposed unique design considerations, beyond Zoning Ordinance requirements, which create compatibility between the proposed use and adjoining developments.

As a redevelopment site, Grand Commons provides a variety of standards to ensure compatibility between the proposed uses and adjoining development as outlined below:

- Compatible land uses. The careful siting of residential and commercial uses in the PAD promotes compatibility with existing uses on adjacent parcels.
- Four-sided architecture is required for all mixed use and non-residential buildings to ensure a high-quality aesthetic to all neighboring developments.
- Placemaking elements including gateway treatments, cohesive architecture, and pedestrian amenities are required to create a unified project identity as well as increase the experience for residents, commercial patrons, and visitors.

- Screening of service areas and mechanical equipment is required by the PAD to minimize the visual impact on adjoining developments.

6. Provide general site information and describe unusual physical features or characteristics of the site which present opportunities or constraints for development.

As an infill site, Grand Commons is constrained by the existing platting and network of thoroughfares that surround it, which limit the subsequent platting and /or lot organization that can occur. At 7.5 acres, the site is relatively small and irregularly shaped, which requires innovative and efficient site design to allow for a quality mixed use product. Additionally, ADOT has completed the Compass Study which proposes to limit access along Grand Avenue.

7. Other than the requested rezoning approval, what other approval processes are required to accomplish the development proposal, i.e., variances, site plans, subdivision plats, conditional use permits, comprehensive master plan amendments, State or County licensing or permits, etc.?

The PAD document lays out the vision and development framework for the Grand Commons development. The project will need to obtain subdivision approval if a lot split is necessary between the residential and commercial component of the project along with final site plan approvals. These final review/ approval processes will ensure compliance with City and PAD standards and determine the final location, size, and design for items such as buildings, parking, and open space amenities.

CONCLUSION

Based upon the rationale presented in this letter, we respectfully request approval of the Grand Commons PAD to facilitate the development of a mixed use project that offers quality housing and commercial opportunities along a derelict corridor in close proximity to the heart of Peoria. This project will contribute to many of the goals and growth policies of the General Plan and serve as a catalyst for the revitalization of the greater Grand Avenue corridor.

EXHIBITS

Exhibit A: Vicinity Map



Exhibit B: Existing Conditions Map



Mixed commercial

The Grand Avenue Corridor is characterized by a mix of commercial and retail uses suburban in character.



1. Don Lencho's Restaurant



2. Firestone Complete Auto Care



3. Various commercial tenants



4. K-May Donuts & Bagels



5. Adobe Plaza



6. Wagoner Plaza 2



7. Mike Market

Multi-family Housing

The area to the East and West of the site is predominantly characterized by medium density multi-family housing that serves as a transition to single-family subdivisions beyond.



8. Cedar Meadows Apartments



9. Villas at Montebella



Existing Site Conditions

The existing site housed a vacant building that was formerly the Smitty's grocery store.



10. Entrance



11. Parking field

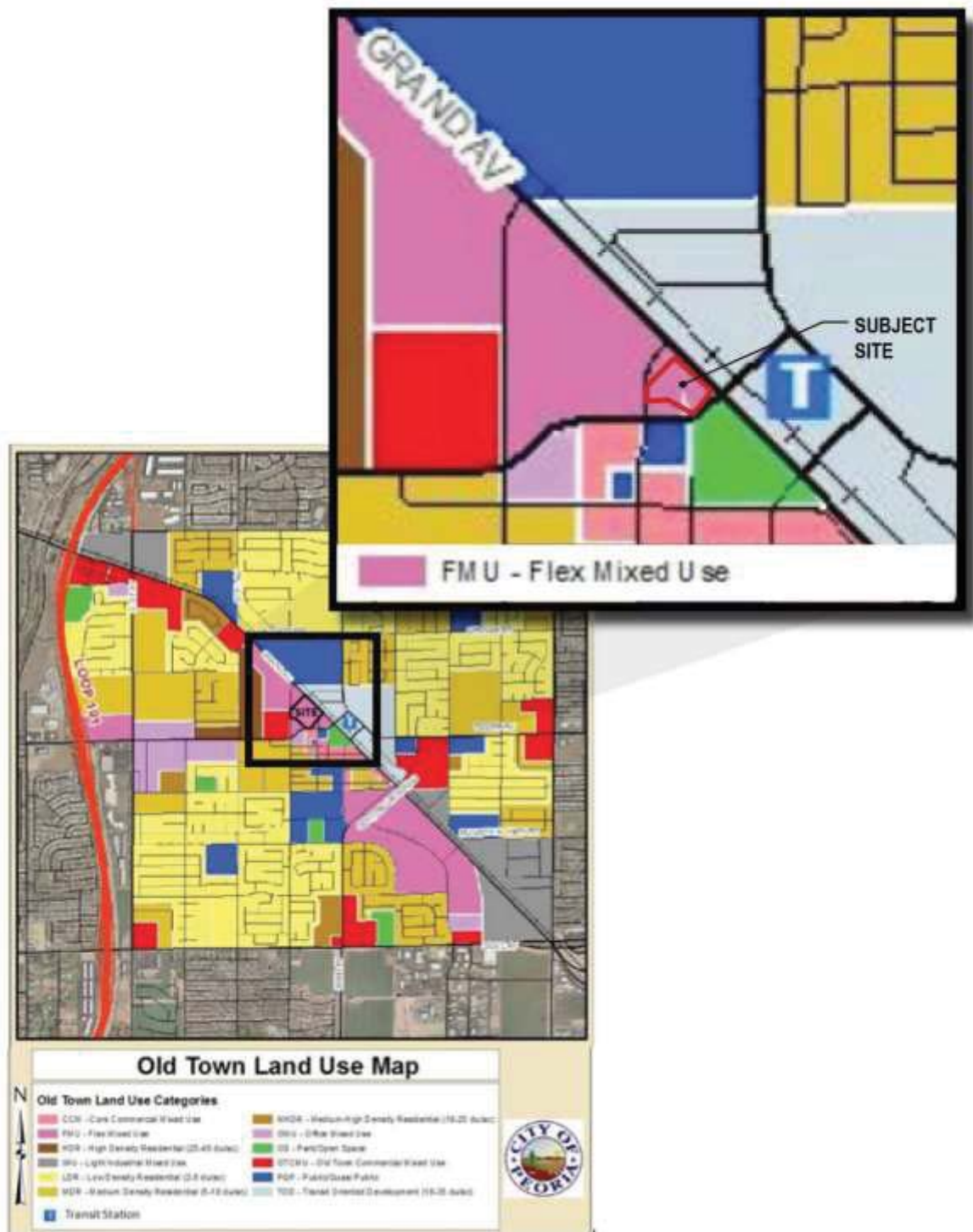


12. Former Smitty's building



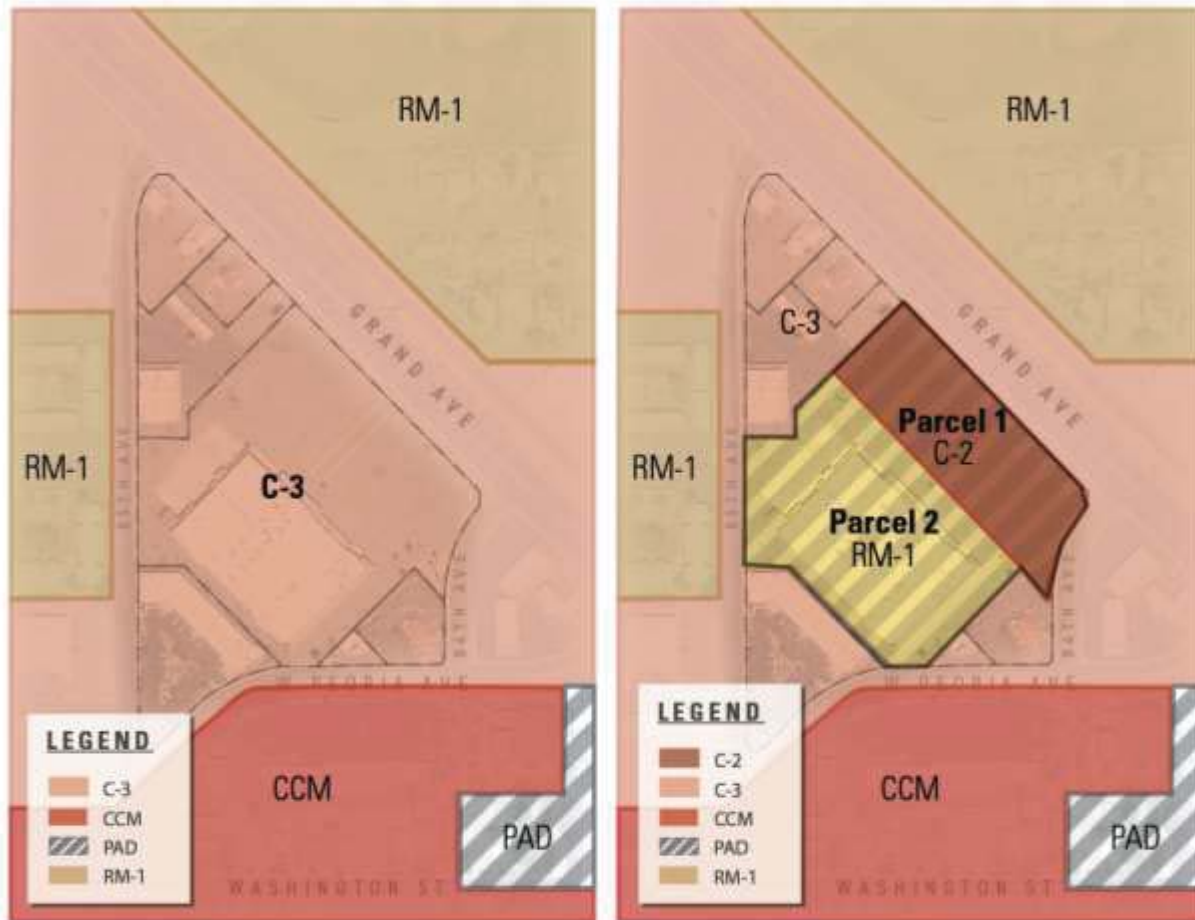
13. Alley

Exhibit C: Old Town SAP Map



The existing Old Town SAP Land Use Map, prior to the adoption of the PAD, indicates the site as Flex-Mixed Use. See Exhibit 5 for proposed category.

Exhibit D: Zoning Map (with underlying zoning designations, e.g. commercial mixed-use, multi-family.)



Existing zoning shows the site zoned as C-3.

Proposed zoning shows the underlying zoning of the PAD as C-2 on parcel 1 and RM-1 on parcel 2.

Exhibit E: Conceptual Development Plan

Exhibit E.1: Conceptual Site Plan - Commercial Option

Exhibit E.1 illustrates one of the conceptual site plan options that meets the vision established by this PAD and responds to the site's surrounding context. The final site configuration will be determined through the City of Peoria site plan review process.



Exhibit E.2: Conceptual Site Plan – Mixed Use Option

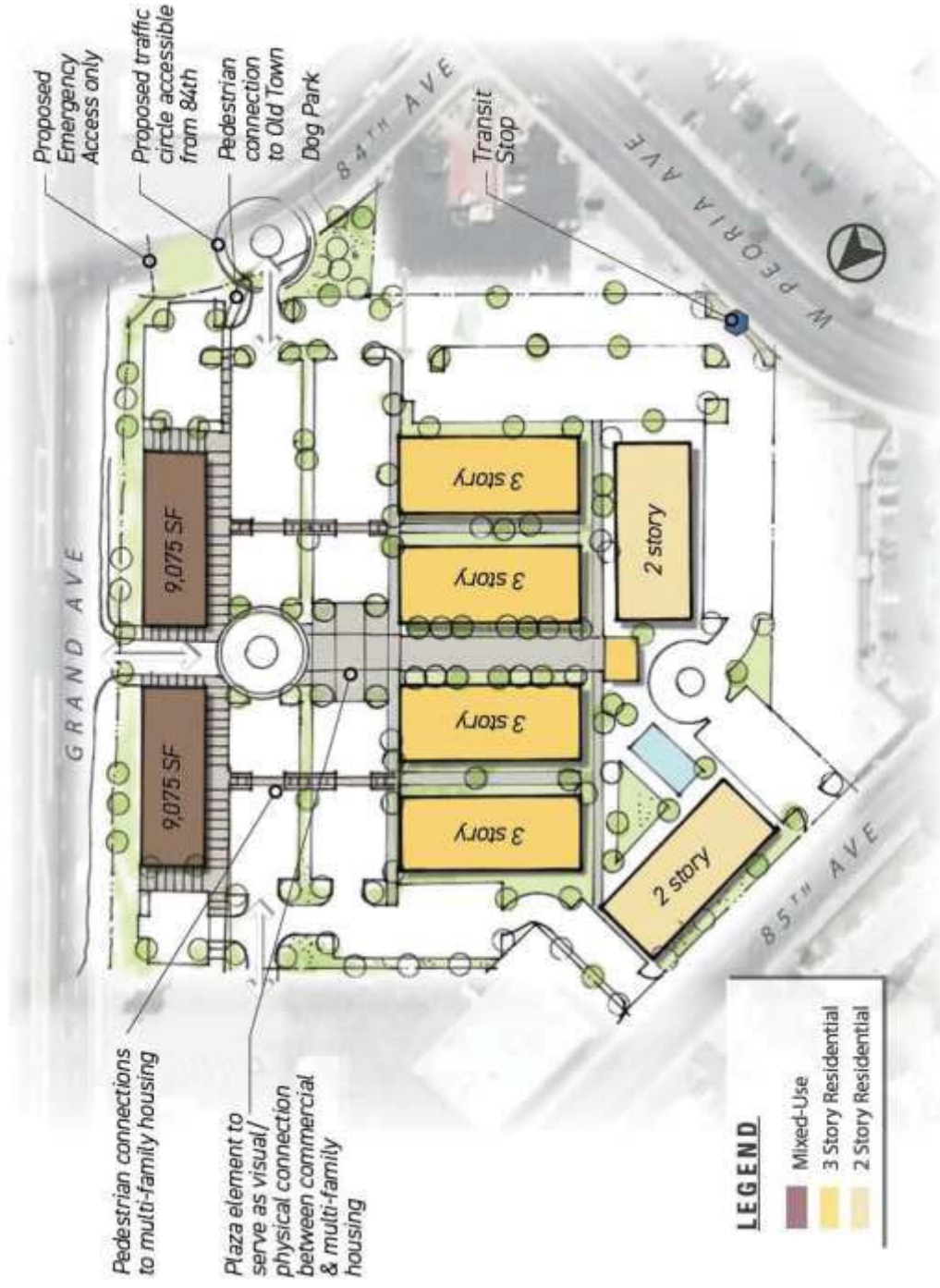


Exhibit E.2 illustrates one of the conceptual site plan options that meets the vision established by this PAD and responds to the site's surrounding context. The final site configuration will be determined through the City of Peoria site plan review process.

Exhibit F: Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of the East half of the Southeast quarter of Section 22, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying Southwesterly of the Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue), being more particularly described as follows:

BEGINNING at the Southwest corner of the East half of the Southeast quarter of said Section 22;

Thence North 00 degrees 10 minutes 17 seconds East (assumed bearing) 510.24 feet along the West line of said East half of the Southeast quarter to the TRUE POINT OF BEGINNING for the herein described parcel of land;

Thence continuing North 00 degrees 10 minutes 17 seconds East, 270 feet along the said West line of the East half of the Southeast quarter;

Thence South 89 degrees 49 minutes 43 seconds East, 140 feet;

Thence North 00 degrees 10 minutes 17 seconds East, 56.16 feet;

Thence North 45 degrees 42 minutes 42 seconds East, 327.22 feet to a point on the Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue) as recited in [Book 590 of Deeds, Page 508, of Official Records](#);

Thence South 44 degrees 17 minutes 18 seconds East, 555 feet along said Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue) to a point that is the Northwestern end of the Westerly right-of-way line of 84th Avenue (Peach Street) as dedicated in [Docket 7752, Page 510, of Official Records](#);

Thence along a curve, concave right, having a radius of 20.63 feet and a central angle of 86 degrees 28 minutes 45 seconds 31.14 feet to the Southerly end of said curve and the beginning a curve, concave left, having a radius 315.32 feet and a central angle of 42 degrees 00 minutes 09 seconds;

Thence 231.16 feet along the arc of said curve and the Westerly right-of-way line of 84th Avenue (Peach Street) to the end of said curve;

Thence North 41 degrees 15 minutes 45 seconds West, 94.54 feet;

Thence South 45 degrees 42 minutes 42 seconds West, 292.64 feet to a point on the Northerly right-of-way line of Peoria Avenue as described in [Docket 7141, Page 363, of Official Records](#);

Thence South 89 degrees 59 minutes 26 seconds West, 43.91 feet along said Northerly right-of-way line of Peoria Avenue to the beginning of a curve, concave left, having a central angle of 4 degrees 55 minutes 50 seconds and a radius of 326.33 feet;

Thence 28.08 feet along the arc of said curve and the said Northerly right-of-way line of Peoria Avenue;

Thence North 44 degrees 17 minutes 18 seconds West, 302.01 feet along a line that is parallel with and 565 feet Southwesterly of the above said Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue);

Thence North 89 degrees 49 minutes 43 seconds West, 126.91 feet to the TRUE POINT OF BEGINNING for the herein described parcel of land;

EXCEPT that portion as condemned by the State of Arizona Department of Transportation by the Final Order of Condemnation recorded December 20, 2010 as [Document No. 2010-1104400, of Official Records](#), described as follows:

That portion which lies between the existing Southwesterly right-of-way line of U. S. Highway 60 (Wickenburg – Phoenix Highway) and the following described New Right of Way line:

Commencing at PK nail with tag LS21080 marking the Southeast corner of said Section 22, being South 00 degrees 09 minutes 00 seconds East 2638.04 feet from a 3 inch City of Peoria brass cap that is flush marking the East quarter corner of said Section 22;

Thence along the East line of said Section 22 North 00 degrees 09 minutes 00 seconds West 213.62 feet to the existing right-of-way centerline of said U. S. Highway 60;

Thence along said existing right-of-way centerline North 44 degrees 39 minutes 15 seconds West 690.94 feet;

Thence South 45 degrees 20 minutes 45 seconds West 111.33 feet to the POINT OF BEGINNING on the existing Westerly right-of-way line of 84th Avenue;

Thence North 00 degrees 25 minutes 32 seconds West 30.00 feet;

Thence North 44 degrees 05 minutes 53 seconds West 515.24 feet;

Thence North 44 degrees 39 minutes 15 seconds West 424.06 feet;

Thence South 88 degrees 48 minutes 32 seconds West 23.12 feet;

Thence South 47 degrees 39 minutes 09 seconds West 20.00 feet to the POINT OF ENDING on the existing Easterly right-of-way line of 85th Avenue.



PLANNED AREA DEVELOPMENT
STANDARDS & GUIDELINES REPORT

OCTOBER 2020

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SECTION 1. INTRODUCTION AND PURPOSE OF REQUEST

The Grand Commons Planned Area Development (PAD) is a mixed use development located near Old Town Peoria. The property, approximately 7.5 acres in size, is bordered by Grand Avenue and North 84th Avenue on the East, West Peoria Avenue on the South, and North 85th Avenue on the West (see **Section 8 Exhibit 1: Vicinity Map**). It is located within the Central District of the Old Town Specific Area Plan (SAP).

Several of the properties along the Grand Avenue corridor north of Old Town are derelict and characterized by large swaths of parking fields with little landscaping or pedestrian amenities. The subject property was one of many vacant and underutilized parcels within the Grand Avenue Corridor. The site contained an approximately 91,000 square foot building that sat vacant since the previous tenant, the Smitty's Supermarket, closed its doors (see **Section 8 Exhibit 2: Existing Site Conditions and Context**). The intent of this PAD is to further the City's economic development goals for the Grand Avenue Corridor by facilitating a catalytic mixed use development that contributes to the revitalization of the corridor and the greater Old Town area.

The Grand Commons project creates a new dynamic, mixing residential and non-residential uses on the site, introducing the opportunity for a more urban experience near the historic core of Peoria. Project enhancements include orienting the new commercial buildings towards Grand Avenue and connecting the residential components with landscaping, outdoor public gathering spaces, and pedestrian connections. The PAD creates an integrated mixed use development along the Grand Avenue corridor (see **Section 8 Exhibit 3: Existing and Proposed Zoning Map**).

SECTION 2. CONSISTENCY WITH ADOPTED PLANS

The General Plan Future Land Use Map designates the site as a Master Planned Area. This site falls under the purview of the Old Town Specific Area Plan (SAP), which designates the subject site as the Old Town Commercial Mixed Use (OTMU) land use category (see **Section 8 Exhibit 4: Old Town SAP Map**). The Old Town Commercial Mixed Use land use category is intended to facilitate a mixture of uses including office, service, retail, and medium to high density residential uses, either integrated vertically or horizontally. This project is in alignment with the desired uses as it establishes the framework for a mixed use development with residential and commercial uses.

SECTION 3. PRELIMINARY DEVELOPMENT PLAN

Grand Commons is an urban, mixed use development just north of historic Old Town Peoria. It creates new commercial and multi-family housing activity in an area that is in need of new investment and redevelopment. The PAD's development plan establishes a high-quality design framework with consistent architectural and landscape elements, providing strong pedestrian linkages between the multi-family and commercial portions of the site.

CONCEPTUAL DEVELOPMENT PLANS

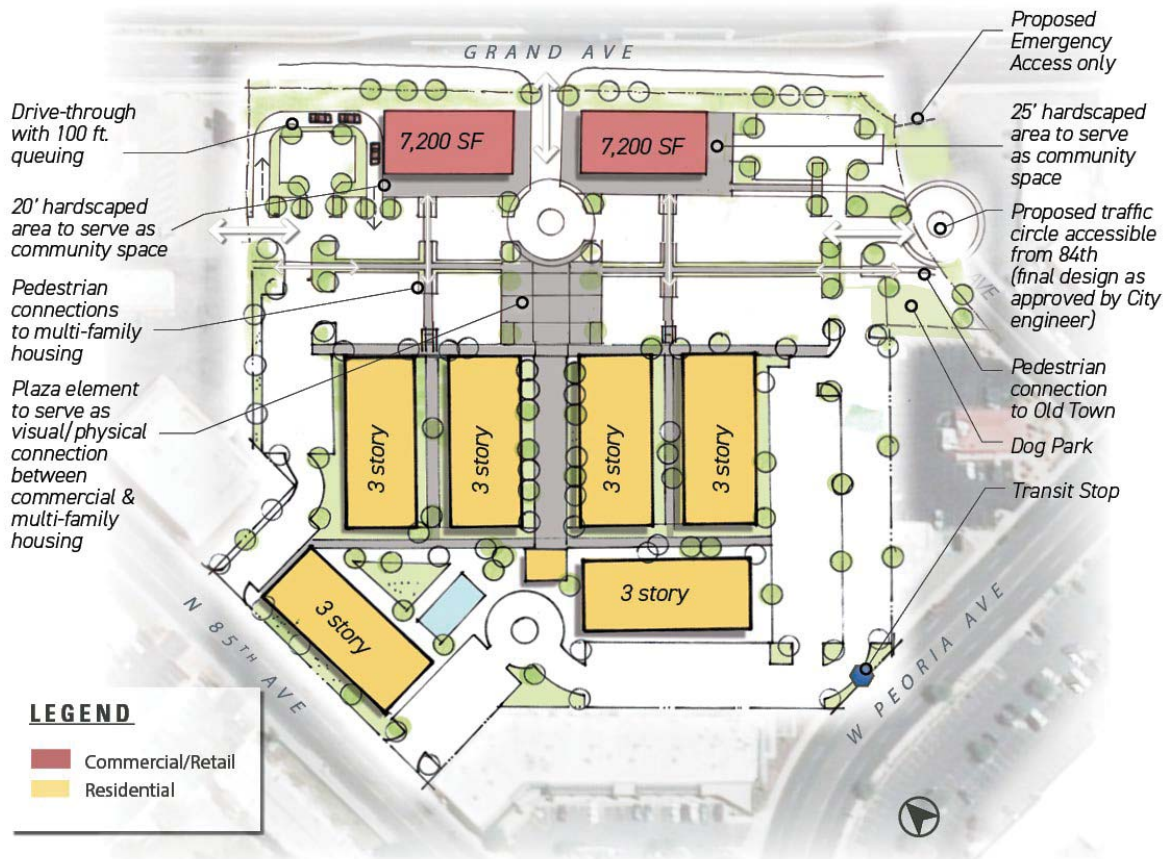
The Conceptual Development Plans in Figure 1 and Figure 4 illustrate two possible site options, allowing future developers flexibility in meeting the intent and requirements of the PAD. The first and preferred concept, the "Commercial Option" (Figure 1) distributes the mix of uses horizontally, while the "Mixed Use Option" (Figure 4) vertically integrates commercial and multi-family uses along Grand Avenue. These conceptual plans and the associated vignettes located throughout this PAD illustrate alternatives that are intended to convey a consistent character and scale of development.

The commercial buildings are oriented along Grand Avenue to resemble a "Main Street" feel while acknowledging that Grand Avenue is a state highway and major transportation corridor. To enhance the safety and comfort of pedestrians along this site, a wide sidewalk and landscaping will be installed. The commercial buildings will feature wide sidewalks around the buildings, patio spaces, and plazas to activate the site.

The multi-family component of the site is located behind the commercial area and engages the established multi-family uses located on the west side of North 85th Avenue. The vision is to create an urban living environment that provides convenient access to an array of services, employment opportunities, and amenities near the heart of Peoria Old Town that caters to a variety of households. The proposed plan allows a minimum of 25 du/ac of residential. The conceptual site plans as shown in Figure 1 and Figure 4 will be refined during the site plan review process; however, the overall density, mix of uses, and intent is to remain the same. The "Commercial Option" is utilized as a base map for site illustrations within this PAD document, but the ideas depicted in the PAD can be applied to the mixed use option, or a future alternative (also see Section 8 **Exhibit 5: Conceptual Development Plans**).

To establish the intensity and minimum mix of uses within the project the Grand Commons land plan, as shown in Section 8 **Exhibit 3: Existing And Proposed Zoning Map**, highlights areas within the site with a primary use either as commercial or multi-family. Residential units shall be limited in number and are required to be vertically integrated with commercial, retail, or restaurant uses within Parcel 1. Stand-alone residential units are prohibited, and in no case shall the square footage of residential exceed the combination of commercial, retail and restaurant uses in Parcel 1.

FIGURE 1: Conceptual Development Plan - Commercial Option



The preferred commercial option in Figure 1 illustrates approximately 14,400 square feet of neighborhood serving commercial space in the form of two free-standing commercial pads fronting Grand Avenue, integrated horizontally with multi-family residential units located at the rear of the site. To accommodate future development of the site this PAD allows one drive-through, with different configurations such as being attached to the main commercial building or as a standalone kiosk configuration. The final drive-through configuration will be determined at final site plan review.

FIGURE 2: Drive - Through Option within Building

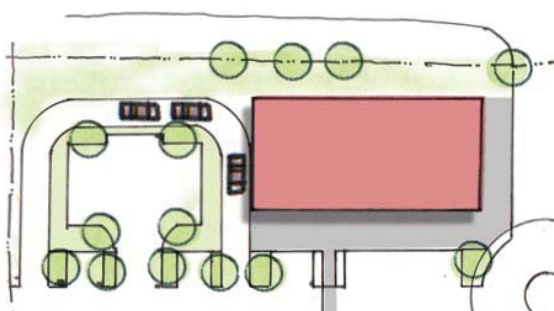
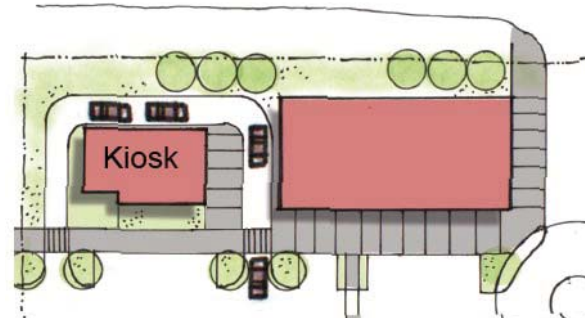


FIGURE 3: Drive - Through Option Standalone Kiosk



The alternative site configuration in Figure 4 replaces the primary commercial buildings with mixed use buildings that feature ground-floor retail with multi-family housing above.

FIGURE 4: Conceptual Site Plan - Mixed Use Option

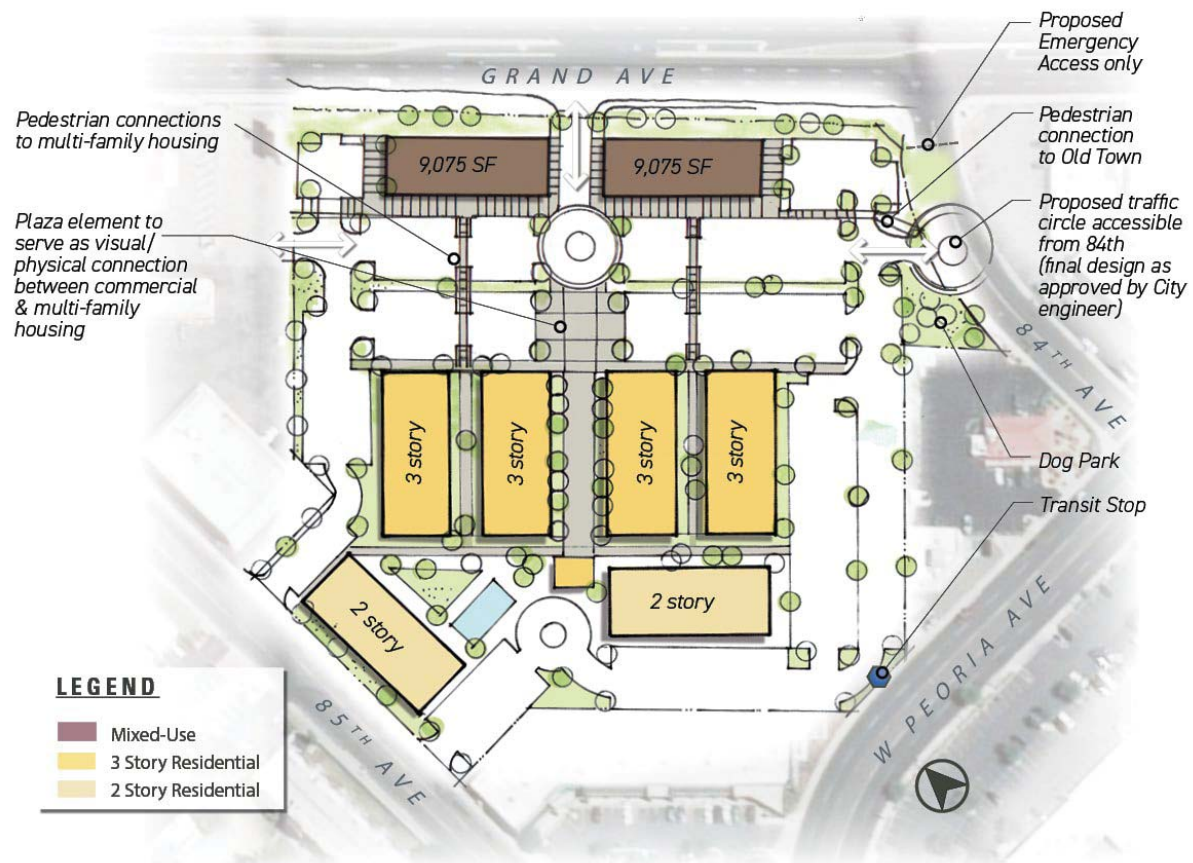
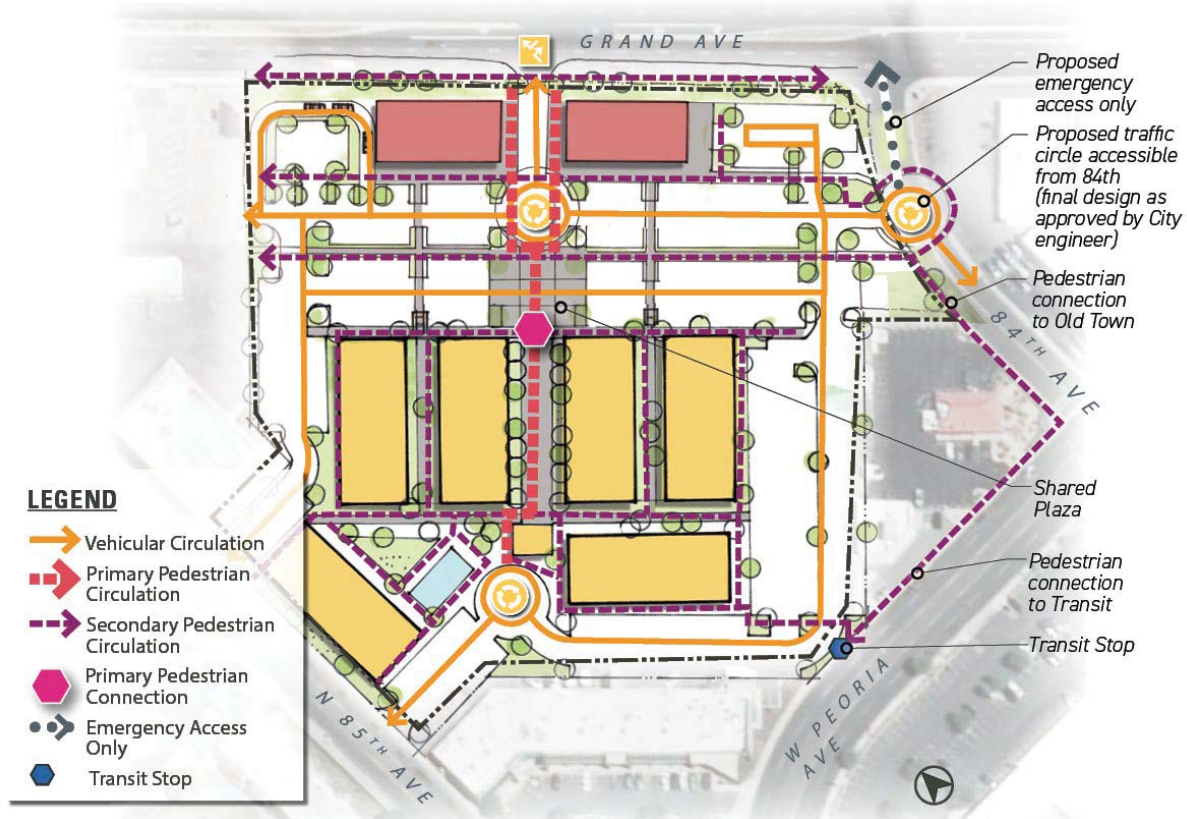


FIGURE 5: Pedestrian Connectivity

As a mixed use development, the site design is intended to create strong connections between the multi-family and commercial uses. To enhance that connectivity, the hardscaped plaza space directly to the south of the primary commercial entrance should be shared by the commercial and residential uses. The onsite pedestrian circulation network shall provide at a minimum one thematic connection between the residential and commercial uses, potentially accessed at the shared plaza, as illustrated in Figure 5. Key pedestrian entrances shall be enhanced to create a focal point through gateway elements such as decorative gates or trellises and enhanced pavement treatments.

SECTION 4. DEVELOPMENT STANDARDS

The Development Standards for Grand Commons are intended to create an aesthetically pleasing, pedestrian friendly, mixed use project. All development within the Grand Commons site shall comply with the standards listed below. Where the PAD is silent on a development standard, applicable City regulations shall apply. If there are conflicts between specific provisions of this PAD and the applicable City regulation, the terms of this PAD shall govern.

SITE ORIENTATION

The Grand Commons PAD envisions a mixed use development with the commercial uses fronting along Grand Avenue. The final site orientation, which will be determined through the site plan review process, shall at a minimum achieve the following site orientation standards:

Site Orientation Standards	
1.	Commercial and/or mixed use buildings shall be oriented to front Grand Avenue. Parking should be located either to the rear or side of the building, but not between the building and Grand Avenue.
2.	Multi-family uses shall take access from 85th Street, and be oriented behind the commercial/mixed uses that front on Grand Avenue.
3.	Multi-family buildings closest to 85 th Street should be oriented so that they front parallel onto 85 th Street.
4.	Multi-family buildings should be organized around site amenities referenced in this PAD to the maximum extent feasible.
5.	The Grand Commons site shall feature a minimum of one (1) thematic pedestrian connection point between the commercial/mixed uses and the multi-family uses.

GRAND COMMONS COMMERCIAL / MIXED USE COMPONENT

The commercial component of Grand Commons is based on the Intermediate Commercial (C-2) Zoning District, as outlined in of the Peoria Zoning Ordinance. Where this PAD is silent regarding the commercial or vertical mixed use component, the regulations related to C-2 zoning in the Zoning Ordinance shall govern.

GRAND COMMONS MULTI-FAMILY COMPONENT

The multi-family component of Grand Commons is based on the Multi-Family Residential (RM-1) Zoning District, as outlined in the Peoria Zoning Ordinance. Where this PAD is silent, the regulations related to RM-1 zoning in the Zoning Ordinance shall govern.

LAND USES

Commercial / Mixed Use Land Uses

The uses within the commercial / mixed use component of Grand Commons shall include all permitted principal, conditional and accessory uses listed under the City's C-2 zoning district, except for the following modifications:

- 1) Permitted Principal, Conditional, and Accessory Uses
 - a) Outdoor dining and seating areas shall be a permitted as an accessory use
 - b) A drive-through is permissive as an accessory. This use is limited to one (1) drive-through for the entire site
 - c) Health and Exercise Center and Indoor Recreation Uses are limited to <10,000 square feet in size

2) Prohibited Uses -

- i) All “Automobile Related” uses, except Auto Parts and Accessory Store
- ii) All “General Industrial & Manufacturing” uses
- iii) All “Transportation Uses”
- b) Adult Uses
- c) Tobacco retailer, a Medical Marijuana Dispensary, or a retailer of e-cigarettes or a “Vape” shop

Multi-Family Component

Uses within the multi-family component of Grand Commons shall include all permitted principal, conditional and accessory uses listed under the City’s RM-1 zoning district, except for the except as modified by this PAD.

DIMENSIONAL STANDARDS**TABLE 3: Multi-Family Residential Dimensional Standards**

		PAD Standard
Maximum Building Height		60’ 48’ along 85 th Avenue*
Maximum Density		25 du/ac**
Setbacks	From 85th Avenue	10’
	PAD Exterior***	None required
	PAD Interior ***	None required
* Within Parcel 2, buildings 30 feet from the property line along 85th Avenue shall be 48’. See Exhibit 3 for land plan parcels		
** Minimum density is calculated based upon the total acreage of the entire PAD. Within Parcel 1, residential units are required to be vertically integrated with commercial, retail, or restaurant uses and the square footage of residential uses within Parcel 1 should not exceed the combination of commercial, retail and restaurant uses.		
*** Applies to property lines comprising the exterior boundaries of the PAD (e.g. Peoria Avenue or property boundaries with adjacent parcels).		

TABLE 4: Commercial / Mixed Use Dimensional Standards

		PAD Standard
Maximum Building Height		60’
Setbacks	Grand Avenue*	10’
	PAD Exterior *	None required
	PAD Interior	None required
* Applies to property lines comprising the exterior boundaries of the PAD (e.g. 84th Avenue or property boundaries with adjacent parcels).		

MULTI-FAMILY OPEN SPACE AND AMENITY STANDARDS

The requirements outlined in the Multi-family section of the Peoria Design Review Manual shall apply unless otherwise modified by the Grand Commons PAD. It is the intent of the Grand Commons PAD to meet the standards of the City of Peoria Design Review Manual to provide open space and amenities, while developing this site with a more urban footprint. Minor PAD amendments may be considered to accommodate amenity packages that meet the unique design intent of the community.

Multi-Family Standards

Open Space

1. Residential open space may include, but are not limited to: lawns or gardens; community plazas; courtyards; and multi-use paths.
2. Shade provided within the multi-family component may include shade sails, pergolas, trellises or other free-standing shade structures, trees, or planting materials significant enough to provide shade and refuge from the sun.
3. Should open space be provided outside of the multi-family component, it shall be centrally located, as much as feasibly possible, to ensure resident access.

Amenities

4. Residential amenities may include, but are not limited to: swimming pools and spas, rooftop decks, tot lots / jungle gyms, plazas, dog parks, and exercise / stretching stations along a multi-use path.
5. A community plaza shall be distinguished from on-site pedestrian walkways and drive aisles through an alternative hardscape material such as pavers, Streetprint™, and patterned, stamped, or colored concrete.
6. The community plaza should include pedestrian amenities including, but not limited to: seating, shade elements outlined in Item 2 above, fountains, lawn games, thematic landscaped planters, and art installations.

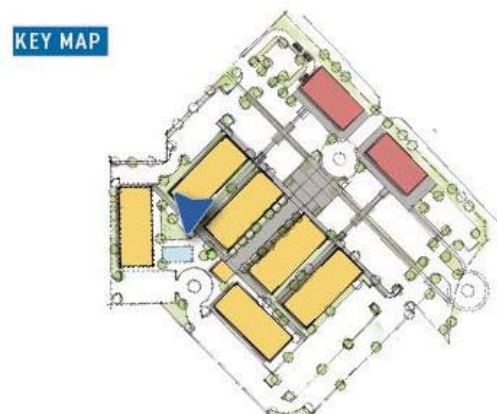
The Grand Commons PAD includes several vignettes that are illustrative in nature while establishing an intent and quality for the future multi-family and community amenities. Figure 6 below provides examples of courtyards between buildings being amenitized as an “outdoor room,” which could take advantage of Peoria’s climate.

FIGURE 6: Conceptual Multi-family Open Spaces



FIGURE 7: Conceptual Multi-Family Amenity Space





SECTION 5. GRAND COMMONS DESIGN STANDARDS

PLACEMAKING DESIGN STANDARDS

Placemaking elements including thematic gateways, signature entry streetscaping, signage, and site furnishings are utilized throughout the Grand Commons development to establish the project identity and create a distinct destination for residents, employees, and visitors.

To create inviting spaces that provide unique experiences, placemaking elements shall be utilized within gathering areas with the commercial component, and within open spaces and amenities in the multi-family component. Unless otherwise modified within this PAD, placemaking elements shall meet the requirements of the Multi-family and Old Town sections of the Design Review Manual.

Placemaking Standards

1. To reinforce the overall project, all placemaking elements shall be coordinated.
2. The first development phase, whether multi-family or commercial, shall set the overall theme for the project's placemaking features.

3. Individual placemaking features such as gateway elements, site furnishings, and signage within the multi-family and mixed use/commercial components of the project shall have common features such as color, material, and design to provide a cohesive environment and a more identifiable character for the entire project.

FIGURE 8: Conceptual Placemaking Elements

Figure 8 illustrates placemaking elements such as paving, shade structures, and enhanced ornamental landscaping utilized to create an unique identity and experience within the Grand Commons development.



Project Entries

The development is anticipated to have two major entries - one to access the commercial portion component of the site from Grand Avenue and the primary access for the multi-family component from 85th Avenue.

Secondary entries shall continue the coordinated monumentation, landscaping, color and materials palette, and hardscaping materials as the primary project entries. Figure 11 includes an illustrative image of a secondary project entry.

Project Entry Standards

1. Each primary entrance of the development shall include one (1) major placemaking element at the project entries. Acceptable major placemaking elements include, but are not limited to: an architectural gate or monument, a trellis or arbor, decorative wall, or fountain. The major placemaking element shall be in addition to the project entry requirements outlined in the Design Review Manual.
2. Monument signage, enhanced landscaping, streetscape and/or median landscaping shall be installed at the primary multi-family and commercial/mixed use entrances.
3. Landscaping utilized for the project entry streetscaping and/or hall feature a coordinated landscape palette and theme. This theme will be established during the site plan process for the first phase of development.
4. Sidewalks along Grand Avenue shall be a minimum of 8 ft. in width to create a more walkable pedestrian environment along this right-of-way.
6. Sidewalks adjacent to the commercial/mixed use buildings shall be 10 feet in width to accommodate patio spaces, entry plazas, and pedestrian amenities.
7. Call boxes for vehicular or pedestrian access to the multi-family component shall be designed within a landscape planter, or be sited within a landscaped island at least 7 feet in width.

FIGURE 9: Conceptual Multi-Family Entries

These illustrative examples of the primary multi-family entrance include a gateway component such as an architectural gate or monument, a decorative wall, decorative gates or monument signage. The project entry will meet the requirements of the Design Review Manual.



KEY MAP

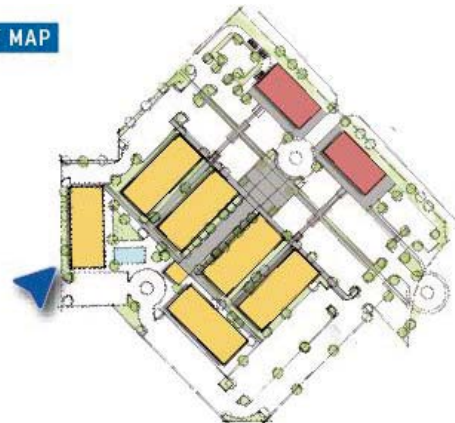


FIGURE 10: Conceptual Commercial / Mixed Use Entries

The commercial/mixed use entries should be designed to create a “Main Street” feel. Pedestrian plazas with pedestrian amenities including decorative paving treatments, plantings, and site furnishings should be employed.



KEY MAP

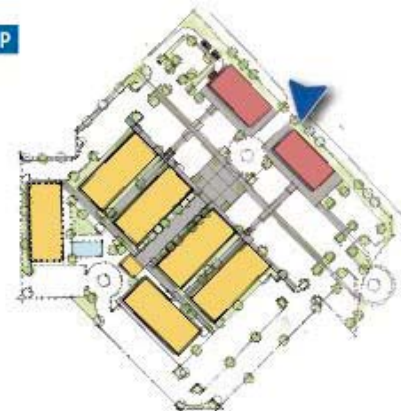
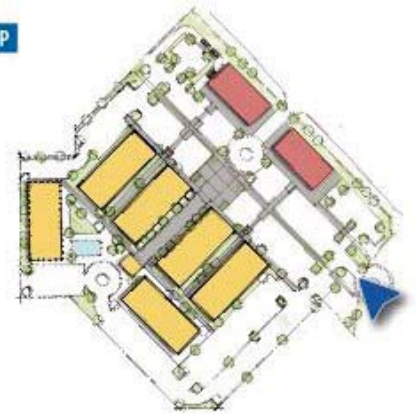


FIGURE 11: *Conceptual Secondary Project Entry at 84th Avenue*

The commercial / mixed use entry along North 84th Avenue features a proposed traffic circle and pedestrian connections to Old Town and the transit stop.



KEY MAP



ARCHITECTURAL CHARACTER

General Character

The development establishes and maintains a consistent architectural vocabulary through the use of architectural styles that have complementary forms, materials, and color. The requirements of the Design Review Manual shall be met, in addition to the site specific requirements of the Grand Commons PAD outlined below.

General Architectural Standards

1. All buildings within the multi-family and commercial/mixed use components of the development shall utilize a consistent architectural design, building materials, and color palettes to promote a cohesive architectural identity for the overall Grand Commons development.
2. The building materials and color palette utilized within the Grand Commons development shall be complementary to the established character of the surrounding area, including icons like the Peoria Center for the Performing Arts and Wagner Plaza shopping centers.
3. High-quality building materials and details shall be used on all building facades to promote four-sided architecture.
4. Buildings shall utilize a combination of staggered setbacks, fenestration, façade articulation, varied roof planes, and material, texture, or color changes to create design interest and visual relief. Building façades along Grand Avenue and 85th Avenue as well as those fronting prominent open space and amenities shall not extend more than 80 horizontal feet without an offset of a minimum of one foot in façade articulation, a change in building materials, or inclusion of a defined architectural detail/pattern.

Multi-Family Architectural Standards

Multi-family buildings shall be oriented around public gathering spaces and residential amenities which engage these spaces through a combination of architectural articulation and fenestration (see **Section 8 Exhibit 7: Multi-Family Architectural Precedents**).

Multi-Family Residential Architectural Standards

1. Multi-family buildings along 85th Avenue shall activate the street-facing façade through variations in the building form related to the scale of individual dwelling units through use of façade articulation, placement of window and primary entrances, or elements such as stoops, porches, canopies, or awnings over windows.
2. Residential buildings should consist of three (3) carefully integrated parts: a building base, middle, and top. The building base shall employ the greatest variation of architectural detailing, color palette, and building materials to enhance the pedestrian experience.
3. Façades longer than 100 feet should include a combination of staggered setbacks, fenestration, façade articulation, varied roof planes, and material, texture or color changes

to create design interest and visual relief. Color changes alone will not satisfy this requirement. The highest level of color / materials variations and detailing should be applied on the building base, corners, and near primary pedestrian entrances.

4. Carport and garages shall architecturally integrate with the established design theme of the Grand Commons development. Innovative architectural elements, such as solar panels, are encouraged to be utilized within the design of carports.

FIGURE 12: Multi-Family Architecture Precedents



Commercial / Mixed Use Architectural Standards

The commercial / mixed use portion of the site engages Grand Avenue and the primary project entrance by siting buildings closer to this frontage and engaging it through a combination of architectural articulation and fenestration, and gathering spaces such as patios or building plazas (see **Section 8 Exhibit 7: Commercial / Mixed Use Architectural Precedents**).

Commercial / Mixed Use Architectural Standards

1. Commercial / Mixed Use buildings shall be designed to have four sided architecture to ensure that the architectural concept is articulated on all sides of the buildings.
2. Buildings façades along Grand Avenue shall contain a minimum of 20 percent glazing (i.e. transparent windows, doors, or storefronts). Any portion of the building façade along Grand Avenue that cannot accommodate the installation of windows due to interior uses shall be utilize the strategic application of façade articulation, varied roof planes, and selection and use of colors and materials to provide interest along the frontage.

3. Utility and mechanical equipment shall be appropriately integrated into the building and/or screened so that it is not visible from Grand Avenue.
4. Building corners near the intersection of Grand Avenue and the primary commercial/mixed use entry should emphasize the corner through an architectural (i.e. massing, height or other façade treatment) or pedestrian-oriented feature at the corner.

FIGURE 13: **Commercial Architecture Precedents**

Commercial buildings engage Grand Avenue and the primary project entrance through a combination of architectural articulation and fenestration.



Commercial / Mixed Use Public Gathering Spaces

The commercial portion of the site features enhanced patio and/or gathering spaces for patrons located adjacent to the commercial uses along. These spaces are designed to enhance and create visual interest and overall ambiance through cohesive shade elements, site furnishings, lighting, and landscaping. These amenities are accessible through pedestrian connections that link the commercial uses with each other, as well as the multi-family residential. The location, size, and associated amenities for all gathering spaces shall be identified through the site plan review process. For the multi-family design standards concerning open spaces and amenities, see Section 4 of the PAD.

Commercial / Mixed Use Amenity Standards

1. A minimum of 200 square feet of public space shall be provided for each commercial / mixed use building to accommodate outdoor seating or gathering.
2. Areas designated for outdoor seating or gathering shall be defined with landscape elements, low seat walls, benches, planters, paving patterns, or other materials distinguishable from the pedestrian sidewalk and parking areas.
3. At least one (1) shade element covering 35 percent of the gathering space shall be provided for each public area.
4. Shade elements may include shade sails, canopies, awnings, canvas umbrellas at tables, trees, or planting materials significant enough to provide shade and refuge from the sun.

FIGURE 14: Conceptual Theming of Commercial / Mixed Use Outdoor Seating or Gathering Spaces

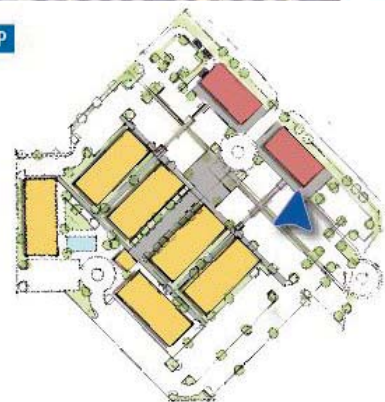


*String lights create
ambiance to
enhance experience*



*Covered patios
provide patrons
relief from the
elements*

KEY MAP



SECTION 6. PARKING AND LOADING REQUIREMENTS

Grand Commons is intended to support the revitalization of the core Old Town Peoria area through compact, pedestrian-centered design. To create a mixed use center where citizens can live, work, and play, deviations from Section 21-823 Parking and Loading Standards are noted below, which better balance parking demand by land use type.

PARKING REQUIREMENTS

TABLE 5: MULTI-FAMILY PARKING REQUIREMENTS

PAD Parking Stall Dimensions	9' x 20'
Land Use	PAD Standards
Multi-Family Residential	1 space / 1 Bedroom 1.65 spaces / 2 Bedroom
Visitor parking	1 space / 10 Units
Leasing Office	1 space / 200 Square Feet

TABLE 6: COMMERCIAL/ MIXED USE PARKING REQUIREMENTS

PAD Parking Stall Dimensions Land Use	9' x 20'
Land Use	PAD Standard
Office	1 space/ 262 Square Feet
Retail	1 space / 278 Square Feet
Restaurant	1 space / 69 Square Feet
Other non-residential Use*	4 spaces / 1,000 Square Feet

* Other Unspecified Financial, Entertainment & Recreation, Institutional, Medical, or Personal Service Use as permitted by this PAD, noted in Section 4 Commercial / Mixed Use Land Uses.

Shared Parking and Parking Reductions

As a mixed use development, Grand Commons PAD allows the residential and non-residential uses on site to share some of the off-street parking spaces as indicated below.

1. Up to 20 percent of the required parking for the multi-family residential use may be shared by the daytime parking demand of the commercial land uses.
2. The commercial uses of the project may share up to 10 percent of the total required parking spaces for the total spaces required for all non-residential uses.

3. Conditions required for Shared Parking:

- a. The developer shall show that there is no substantial parking conflict during the operating hours of the land uses for which a shared parking agreement is proposed.
- b. A legally binding agreement, executed by all property owners directly impacted by shared parking, shall be filed with the Peoria City Clerk and recorded with the Maricopa County Recorder. The agreement shall be finalized during the site plan approval process.

The minimum amounts of off-street parking required by Table 6 above may be adjusted by the factors shown in Table 7 as applicable. These reductions take into consideration the site's proximity to the historic core of Peoria, which results in an anticipated 15 percent of patrons to arrive via transit or as pedestrians from adjacent walkable areas.

TABLE 7: APPLICABLE PARKING REDUCTIONS FOR NON-RESIDENTIAL

Type of Reduction	Applicability	Reduction
Proximity to Transit Stop	Provision for adjacent transit stop designation	10 percentage of overall parking requirement
Bicycle Parking	Provision of bicycle parking within the project	For every six (6) bicycle parking spaces provided, one (1) vehicular parking space can be deducted, up to a maximum of five (5) vehicular spaces
Vehicle Drop-off Area	Provision of rideshare pick up / drop-off areas within the project	For one rideshare drop-off area, up to five (5) required parking spaces can be deducted from the total non-residential parking requirement

SECTION 7. FENCE AND WALL REQUIREMENTS

Fences and Walls

The multi-family component of the project shall provide a minimum of one (1) primary thematic pedestrian connection, sited at a key location such as a primary onsite pedestrian pathway or public open space. Fences and/or walls should provide pedestrian access points between the uses in appropriate locations, to the maximum extent feasible.

Fence and Wall Standards

1. A minimum of 50 percent of the fencing along property line(s) internal to the site shall consist of view fencing that is at least 50 percent opaque
2. View fencing may employ materials such as, but not limited to: wood, painted or coated pipe, wrought iron, or smooth wire pasture fence material, rather than solid walls.
3. View fencing shall be utilized in areas where key visual corridors are desired.

FIGURE 15: Illustrative Theming of Wall/Fences

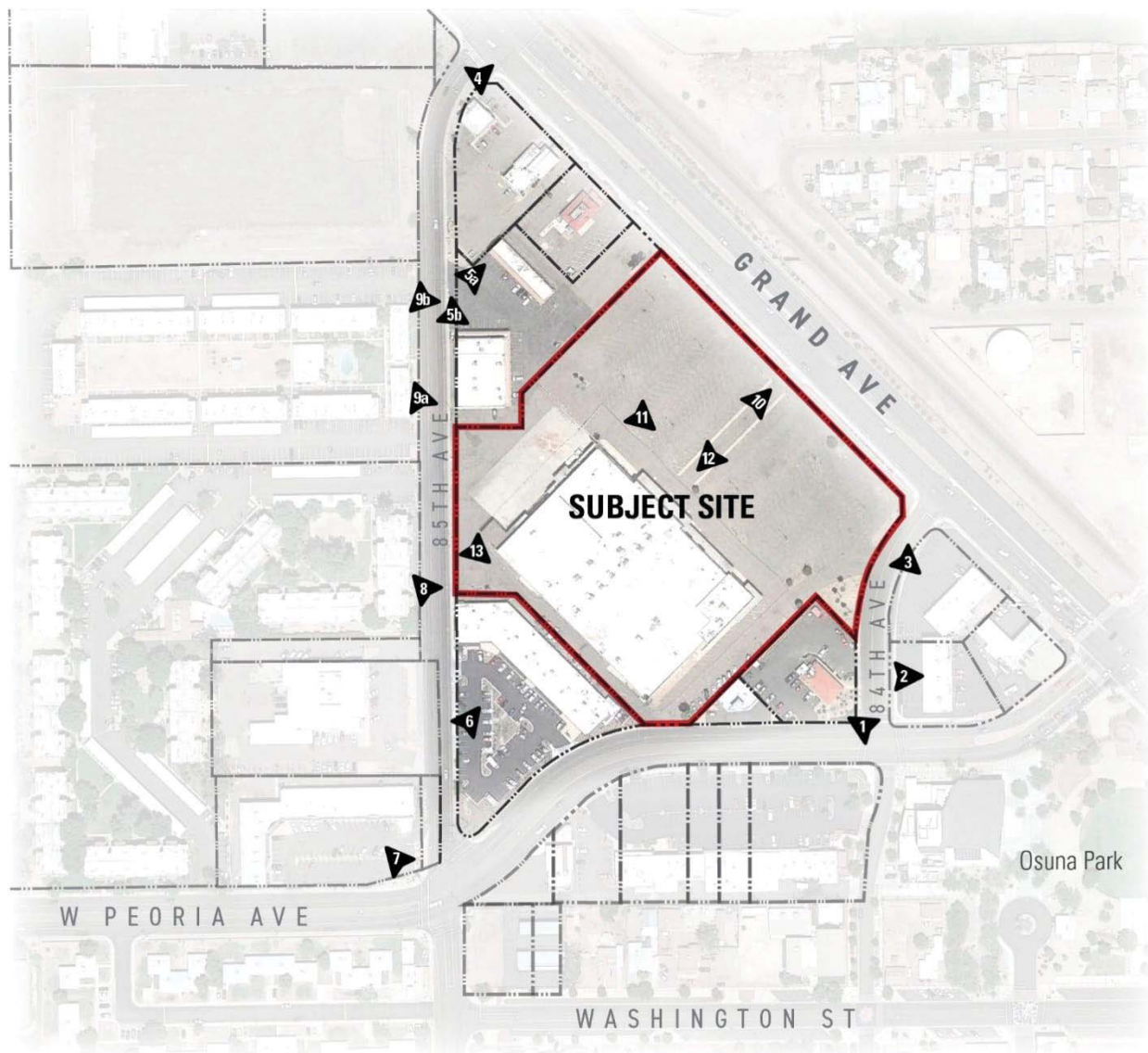


SECTION 8. EXHIBITS

EXHIBIT 1: VICINITY MAP



EXHIBIT 2: EXISTING SITE CONDITIONS AND CONTEXT



Mixed commercial

The Grand Avenue Corridor is characterized by a mix of commercial and retail uses suburban in character.



1. Don Lencho's Restaurant



2. Firestone Complete Auto Care



3. Various commercial tenants



4. K-May Donuts & Bagels



5. Adobe Plaza



6. Wagoner Plaza 2



7. Mike Market

Multi-family Housing

The area to the East and West of the site is predominantly characterized by medium density multi-family housing that serves as a transition to single-family



8. Cedar Meadows Apartments



subdivisions
beyond.



9. Villas at Montebella



**Existing
Site
Conditions**

The existing
site housed a
vacant building
that was
formerly the
Smitty's
grocery store.



10. Entrance



11. Parking field

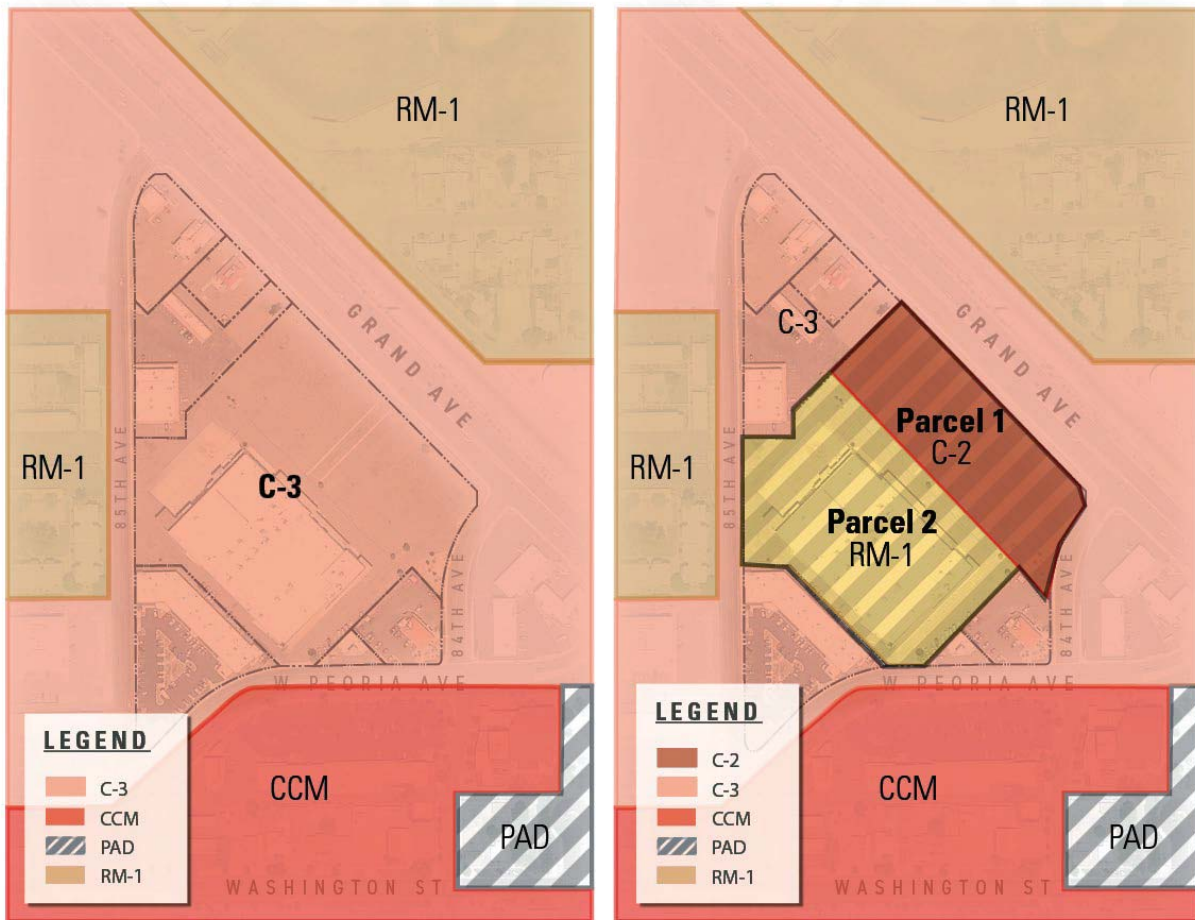


12. Former Smitty's building



13. Alley

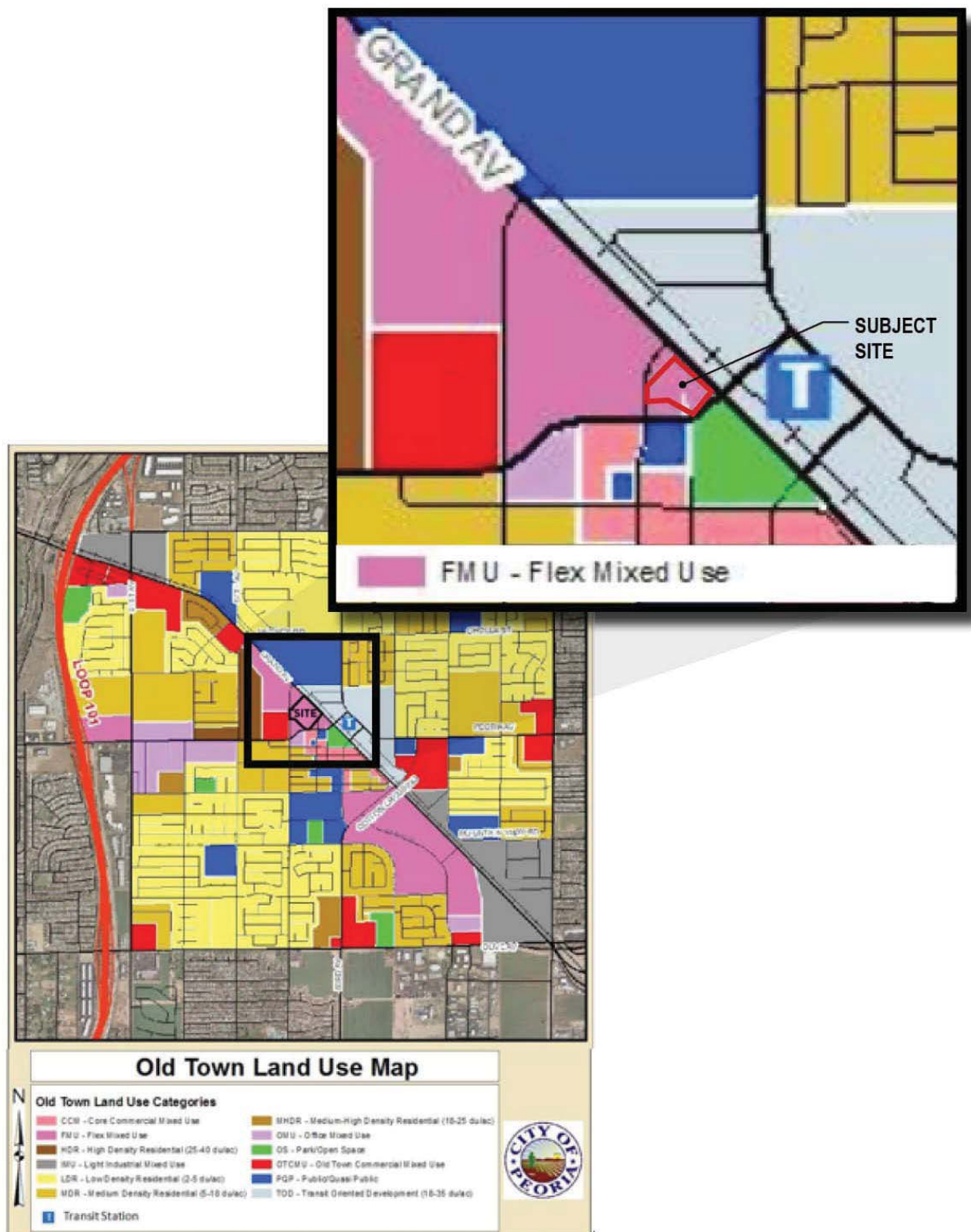
EXHIBIT 3: EXISTING AND PROPOSED ZONING MAP



Existing zoning shows the site zoned as C-3.

Proposed zoning shows the underlying zoning of the PAD as C-2 on parcel 1 and RM-1 on parcel 2.

EXHIBIT 4: OLD TOWN SPECIFIC AREA PLAN LAND USE MAP



The existing Old Town SAP Land Use Map, prior to the adoption of the PAD, indicates the site as Flex-Mixed Use. See Exhibit 5 for proposed category.

EXHIBIT 5: CONCEPTUAL DEVELOPMENT PLAN – COMMERCIAL OPTION

Figure 5 illustrates one conceptual site plan option that meets the vision established by this PAD and responds to the site's surrounding context. The final site configuration will be determined through the City of Peoria site plan review process.

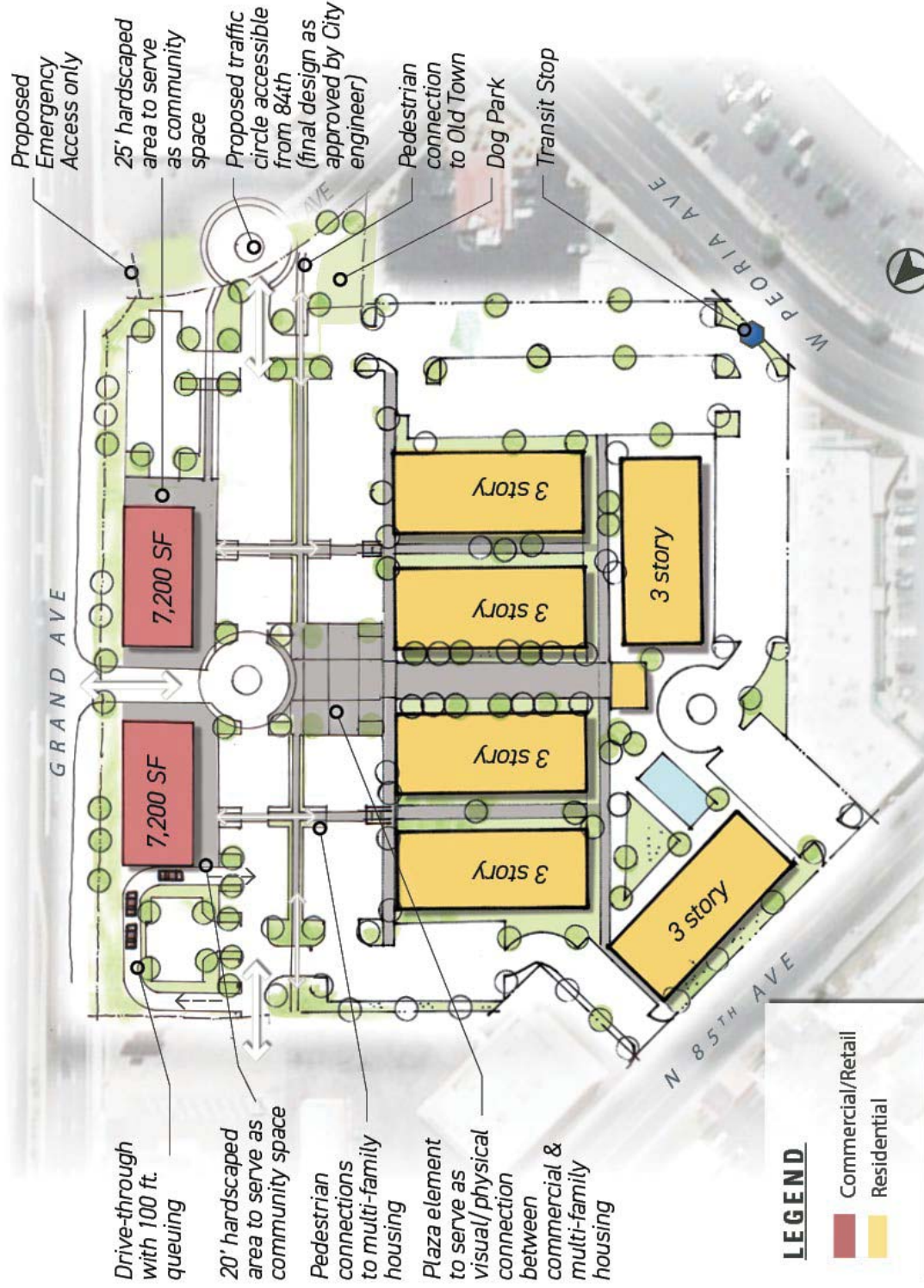


EXHIBIT 6: CONCEPTUAL DEVELOPMENT PLAN – MIXED USE OPTION

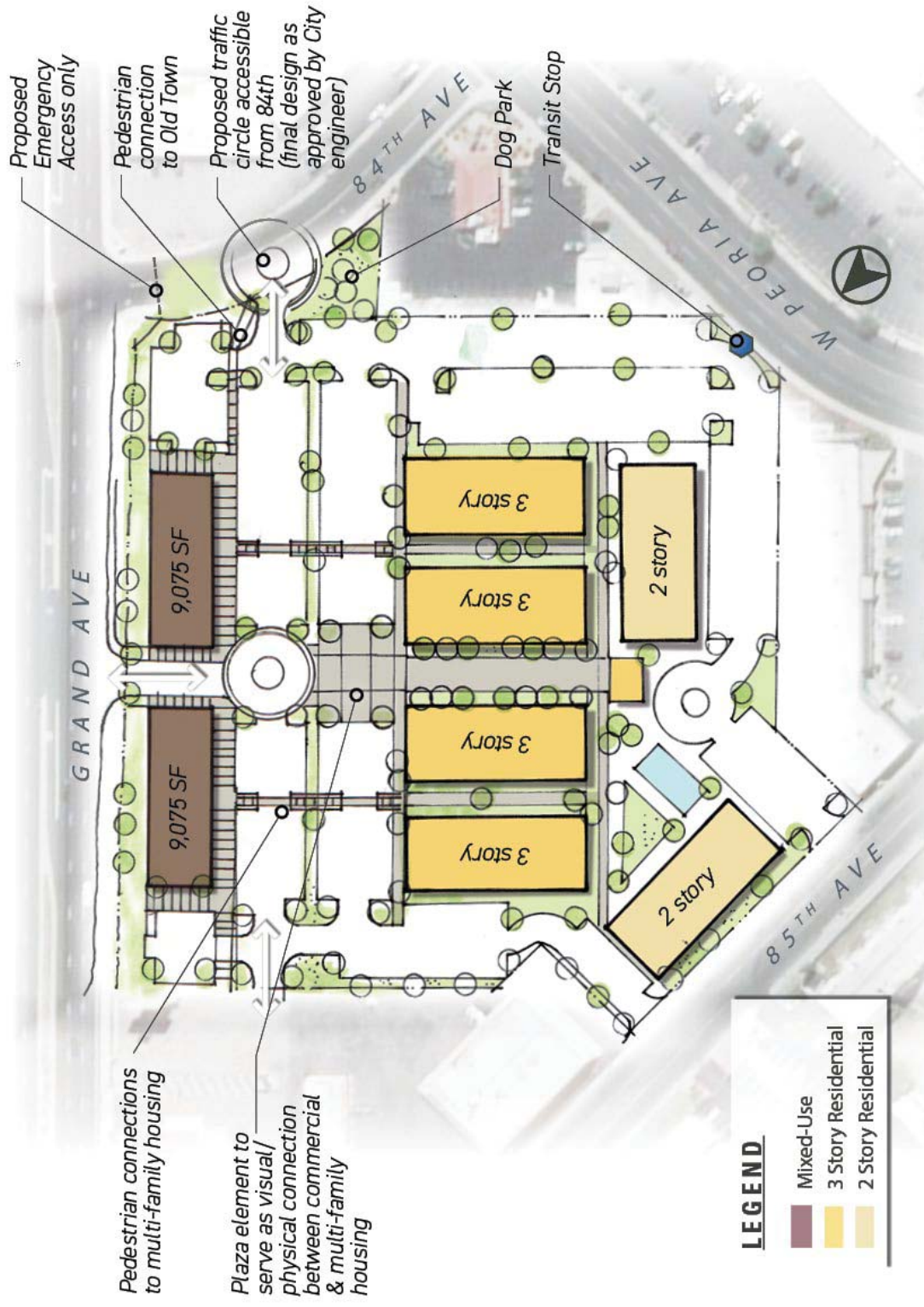


Figure 6 illustrates one conceptual site plan option that meets the vision established by this PAD and responds to the site's surrounding context. The final site configuration will be determined through the City of Peoria site plan review process.

EXHIBIT 7 COMMERCIAL AND MULTI-FAMILY DESIGN GUIDELINES EXHIBITS

Figure 7.A: Illustrative Theming Placemaking Elements

Figure 7.A illustrates residential entrance signage consisting of smaller monuments that are lower to the ground. The choice of colors, materials, and scale establishes and emphasizes the identity of this project. Combined with enhanced landscape elements, signs highlight the entrance and create a sense of arrival.



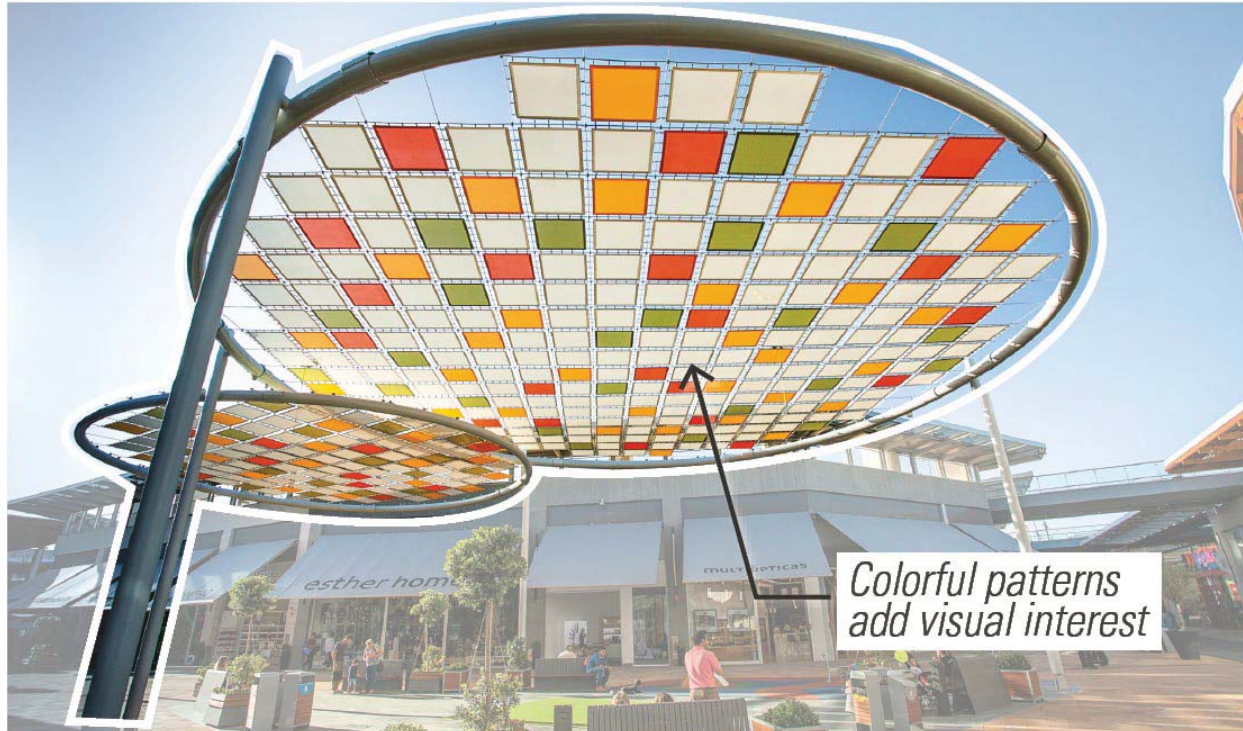
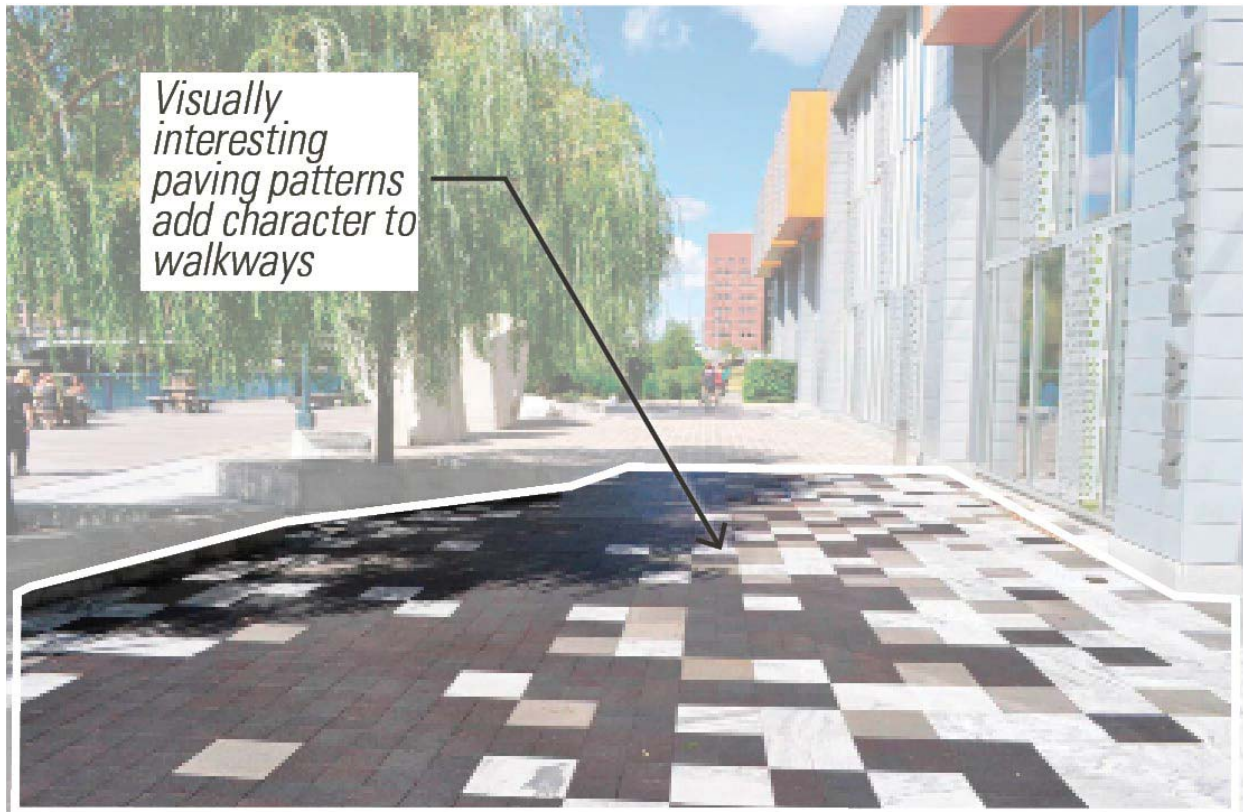






Figure 7.B: Illustrative Theming for Multi-Family Entries



Figure 7.B illustrates the conceptual design for the multi-family entries of the project, which may or may not be gated and will include a gateway component with monument signage and landscaping treatments, sidewalks, and signature streetscaping. This figure is illustrative, final designs will be determined at site plan review.





Figure 7.C: Illustrative Theming for Commercial Entries



Figure 7.C illustrates the conceptual design for commercial entry designed to create a “Main Street” feel. Pedestrian entrance plazas with pedestrian amenities including decorative paving treatments, plantings, and site furnishings. This figure is illustrative, final designs will be determined at site plan review.





Figure 7.D: Illustrative Theming for Secondary Project Entry at 84th



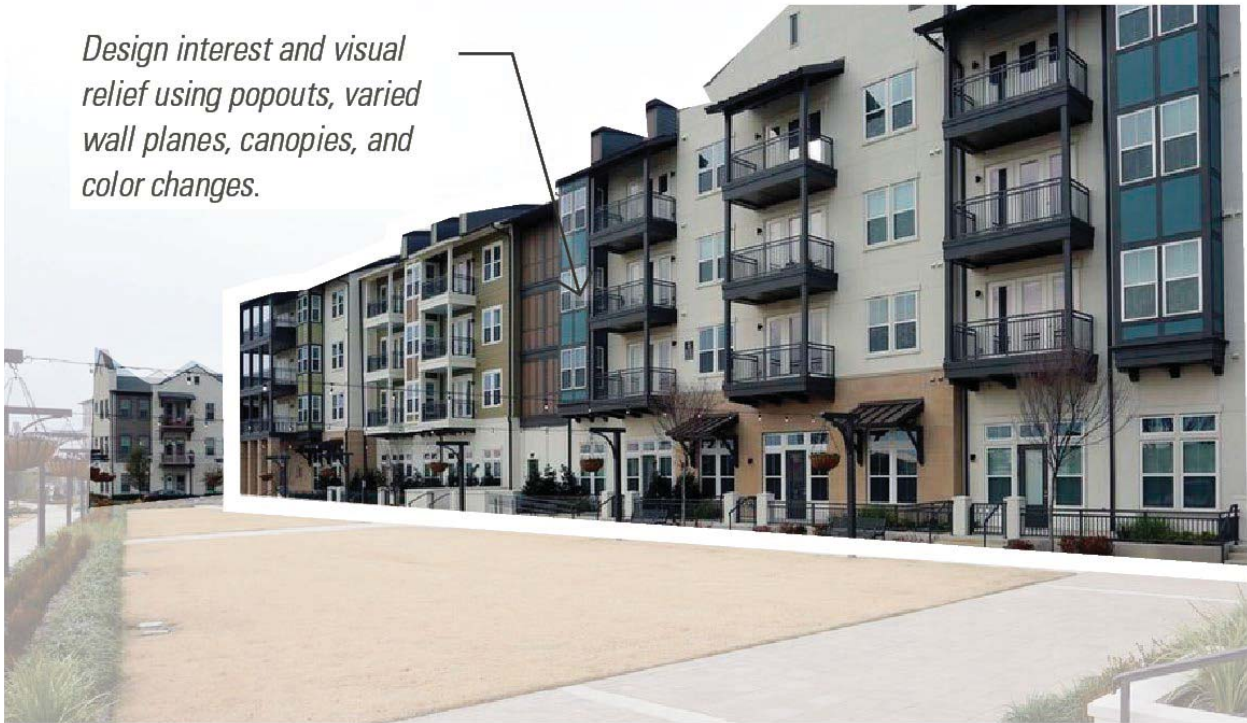
Figure 7.D illustrates the conceptual design for the secondary project entry off of North 84th Avenue and nearby residential amenities such as the dog park. This figure is illustrative, final designs will be determined at site plan review.

Figure 7.E: Illustrative Theming for Multi-Family Architecture Precedents

Figure 7.E illustrates the architectural character intended for the multi-family portion of the Grand Commons development.



Design interest and visual relief using popouts, varied wall planes, canopies, and color changes.



Facade articulation to avoid monotonous appearance



Figure 7.F: Illustrative Theming for Commercial Architecture Precedents

Figure 7.F illustrates the architectural character intended for the commercial portion of the Grand Commons development. Commercial buildings engage Grand Avenue and the primary project entrance through a combination of architectural articulation and fenestration.



Figure 7.G: Illustrative Theming for Multi-Family Open Spaces – Plaza / Garden

Figure 7.G illustrates the conceptual design for the large, amenitized gathering spaces in between the residential buildings. This space is open for residents to gather and recreate, but also provides opportunities to cater larger-scale events in coordination with the multi-family and commercial components of the project. This figure is illustrative; final designs will be determined at site plan review.





Figure 7.H: Illustrative Theming for Multi-Family Open Space – Community Pool / Playground



Figure 7.H illustrates the conceptual design for the outdoor multi-family amenities, which may include playgrounds and dog parks within open spaces that accommodate a variety of users in the community. This figure is illustrative; final designs will be determined at site plan review.

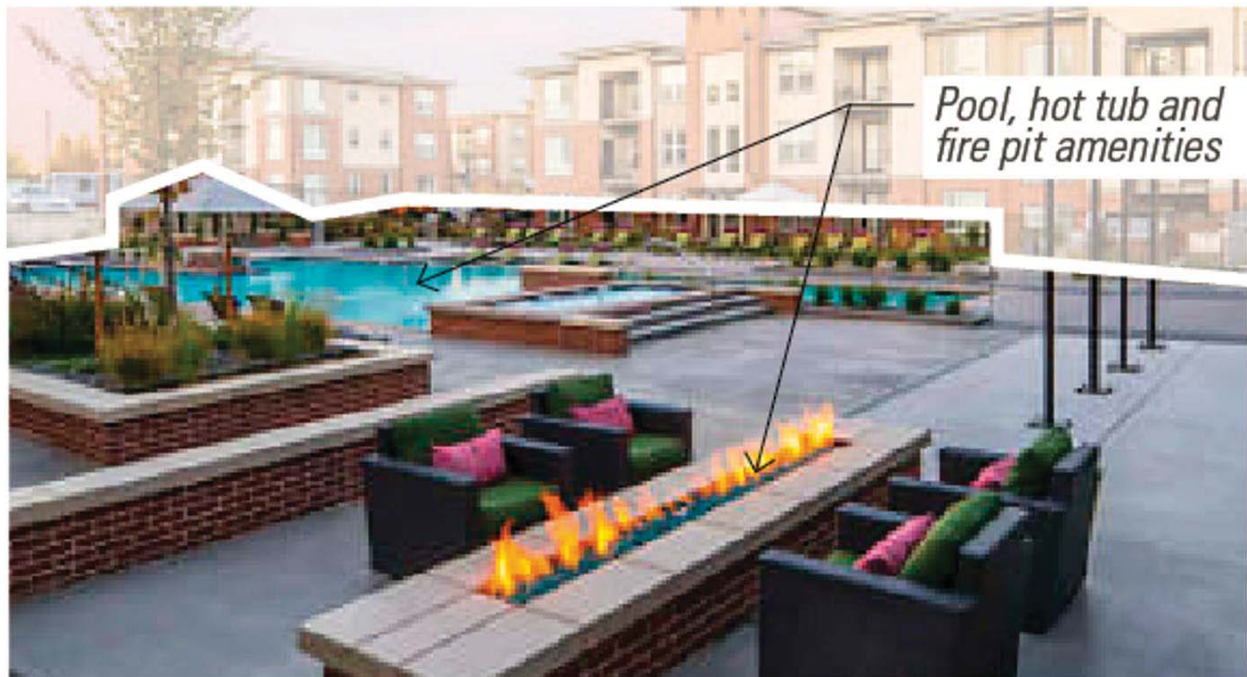




Figure 7.I: Illustrative Theming for Commercial / Mixed Use Open Spaces



Figure 7.I illustrates the conceptual design for the commercial outdoor patio spaces with pedestrian amenities to enhance the experience of commercial users. This figure is illustrative, final designs will be determined at site plan review.



String lights create
ambiance to
enhance experience



EXHIBIT 8: LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of the East half of the Southeast quarter of Section 22, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying Southwesterly of the Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue), being more particularly described as follows:

BEGINNING at the Southwest corner of the East half of the Southeast quarter of said Section 22;

Thence North 00 degrees 10 minutes 17 seconds East (assumed bearing) 510.24 feet along the West line of said East half of the Southeast quarter to the TRUE POINT OF BEGINNING for the herein described parcel of land;

Thence continuing North 00 degrees 10 minutes 17 seconds East, 270 feet along the said West line of the East half of the Southeast quarter;

Thence South 89 degrees 49 minutes 43 seconds East, 140 feet;

Thence North 00 degrees 10 minutes 17 seconds East, 56.16 feet;

Thence North 45 degrees 42 minutes 42 seconds East, 327.22 feet to a point on the Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue) as recited in [Book 590 of Deeds, Page 508, of Official Records](#);

Thence South 44 degrees 17 minutes 18 seconds East, 555 feet along said Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue) to a point that is the Northwestern end of the Westerly right-of-way line of 84th Avenue (Peach Street) as dedicated in [Docket 7752, Page 520, of Official Records](#);

Thence along a curve, concave right, having a radius of 20.63 feet and a central angle of 86 degrees 28 minutes 45 seconds 31.14 feet to the Southerly end of said curve and the beginning a curve, concave left, having a radius 315.32 feet and a central angle of 42 degrees 00 minutes 09 seconds;

Thence 231.16 feet along the arc of said curve and the Westerly right-of-way line of 84th Avenue (Peach Street) to the end of said curve;

Thence North 41 degrees 15 minutes 45 seconds West, 94.54 feet;

Thence South 45 degrees 42 minutes 42 seconds West, 292.64 feet to a point on the Northerly right-of-way line of Peoria Avenue as described in [Docket 7141, Page 363, of Official Records](#);

Thence South 89 degrees 59 minutes 26 seconds West, 43.91 feet along said Northerly right-of-way line of Peoria Avenue to the beginning of a curve, concave left, having a central angle of 4 degrees 55 minutes 50 seconds and a radius of 326.33 feet;

Thence 28.08 feet along the arc of said curve and the said Northerly right-of-way line of Peoria Avenue;

Thence North 44 degrees 17 minutes 18 seconds West, 302.01 feet along a line that is parallel with and 565 feet Southwesterly of the above said Southwesterly right-of-way line of U. S. Highway 60-70-89 (Grand Avenue);

Thence North 89 degrees 49 minutes 43 seconds West, 126.91 feet to the TRUE POINT OF BEGINNING for the herein described parcel of land;

EXCEPT that portion as condemned by the State of Arizona Department of Transportation by the Final Order of Condemnation recorded December 20, 2010 as [Document No. 2010-1104400, of Official Records](#), described as follows:

That portion which lies between the existing Southwesterly right-of-way line of U. S. Highway 60 (Wickenburg – Phoenix Highway) and the following described New Right of Way line:

Commencing at PK nail with tag LS21080 marking the Southeast corner of said Section 22, being South 00 degrees 09 minutes 00 seconds East 2638.04 feet from a 3 inch City of Peoria brass cap that is flush marking the East quarter corner of said Section 22;

Thence along the East line of said Section 22 North 00 degrees 09 minutes 00 seconds West 213.62 feet to the existing right-of-way centerline of said U. S. Highway 60;

Thence along said existing right-of-way centerline North 44 degrees 39 minutes 15 seconds West 690.94 feet;

Thence South 45 degrees 20 minutes 45 seconds West 111.33 feet to the POINT OF BEGINNING on the existing Westerly right-of-way line of 84th Avenue;

Thence North 00 degrees 25 minutes 32 seconds West 30.00 feet;

Thence North 44 degrees 05 minutes 53 seconds West 515.24 feet;

Thence North 44 degrees 39 minutes 15 seconds West 424.06 feet;

Thence South 88 degrees 48 minutes 32 seconds West 23.12 feet;

Thence South 47 degrees 39 minutes 09 seconds West 20.00 feet to the POINT OF ENDING on the existing Easterly right-of-way line of 85th Avenue.

APN: 142-42-042Q

EXHIBIT 5: CONCEPTUAL DEVELOPMENT PLAN – COMMERCIAL OPTION

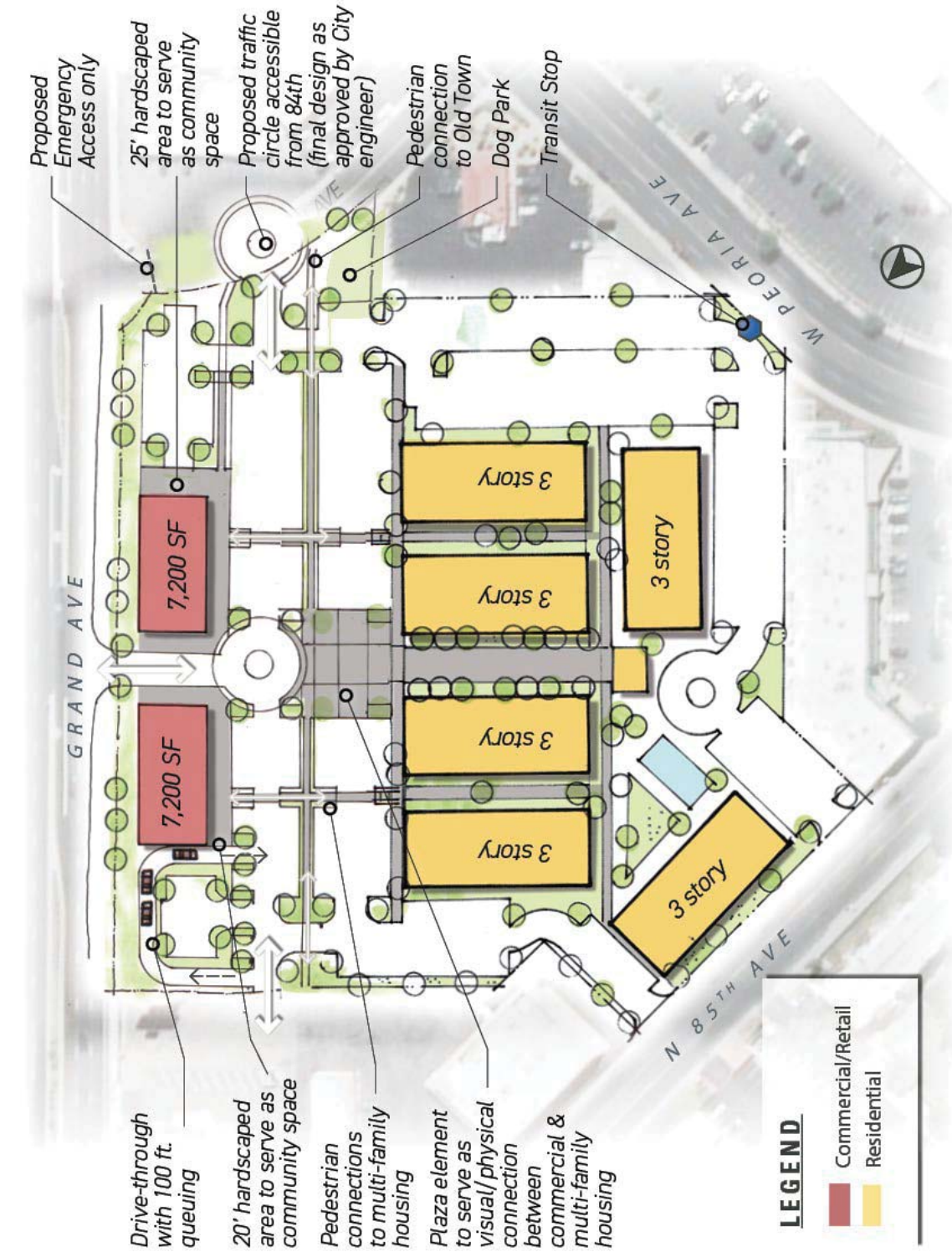


Figure 5 illustrates one conceptual site plan option that meets the vision established by this PAD and responds to the site's surrounding context. The final site configuration will be determined through the City of Peoria site plan review process.

EXHIBIT 6: CONCEPTUAL DEVELOPMENT PLAN – MIXED USE OPTION

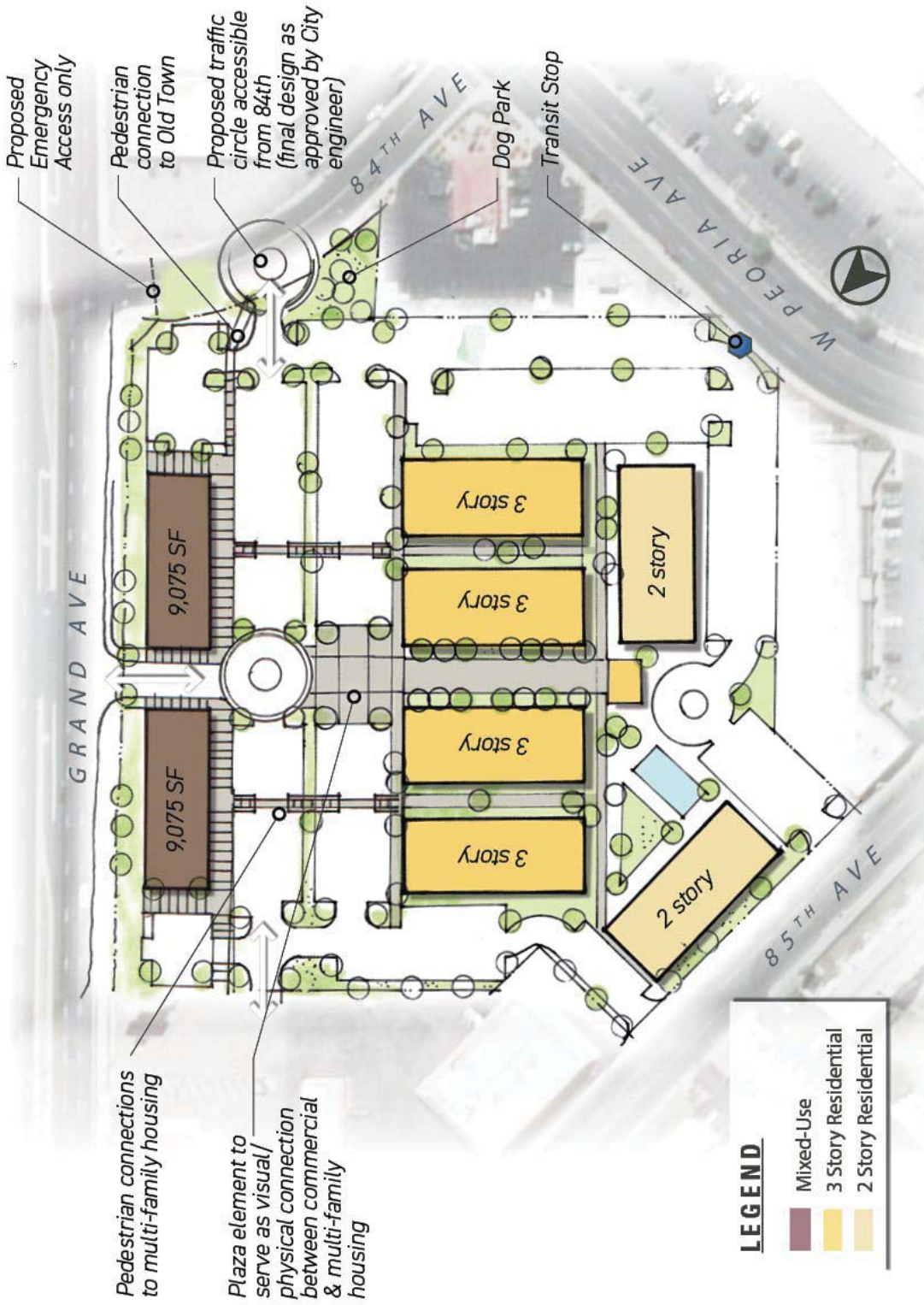
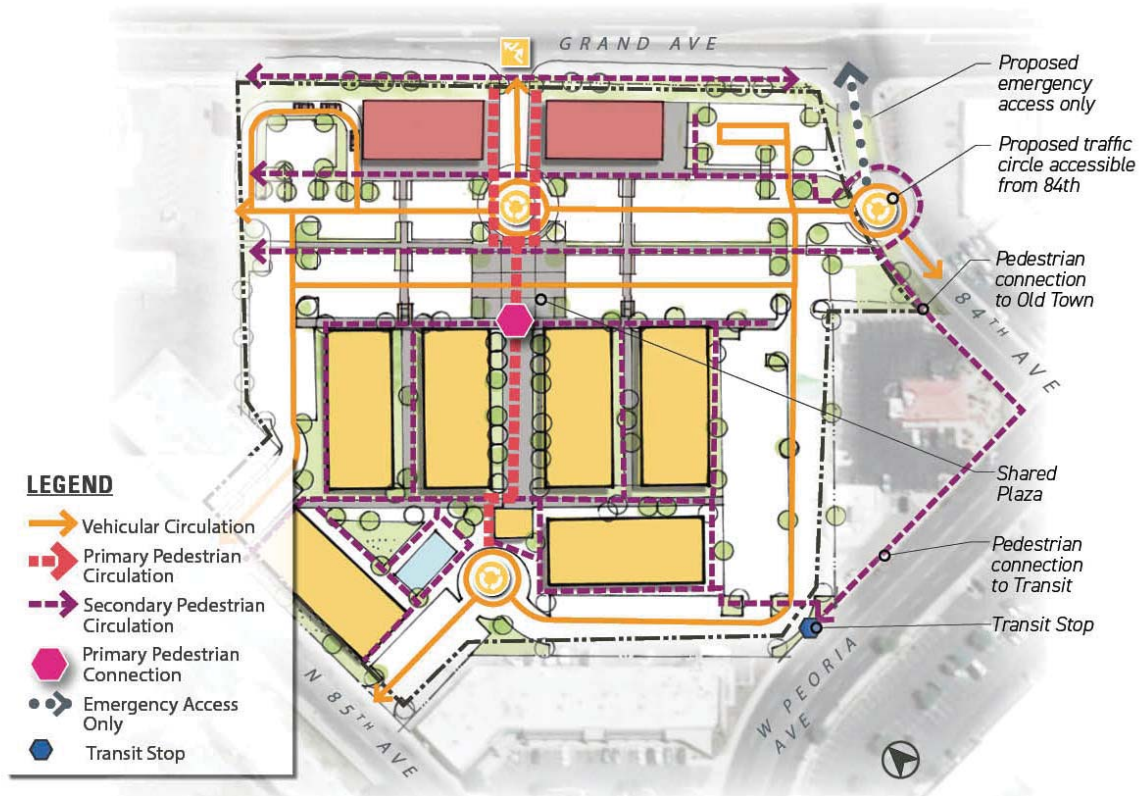


Figure 6 illustrates one conceptual site plan option that meets the vision established by this PAD and responds to the site's surrounding context. The final site configuration will be determined through the City of Peoria site plan review process.

FIGURE 5: Pedestrian Connectivity



GRAND COMMONS PAD AMENDMENT

Planned Area Development Standards and Guidelines Report for the
7.5-acre property located to the 8455 W. Grand Avenue
Rezoning Case No. Z20-06

Neighborhood Meeting Minutes

City of Peoria Virtual Meeting via GoToMeeting
(recording available <https://youtu.be/3W1uUZpTM3o>)
August 25, 2020 – 5:00-6:00 PM

On August 25, 2020, the City of Peoria Real Estate Development Office, in conjunction with the development team, SJ Acquisitions – Steve Addison and Jon de Fiebre, held a Virtual Neighborhood Meeting via GoToMeeting from 5:00-6:00 PM.

The purpose of this meeting was to allow the public the opportunity to review and comment on the rezoning application to amend the existing development standards on a project known as *Grand Commons (former Smitty's site)*. Conceptual site plans were included in the presentation and representatives from the development team and city were present to discuss the proposed amendments.

The subject property, approximately 7.5 acres in size, is bordered by Grand Avenue and North 84th Avenue on the east, West Peoria Avenue on the south, and North 85th Avenue on the west. It is located within the boundaries of the Grand Avenue Central District of the Old Town Specific Area Plan (SAP). Current conditions of the properties along the Grand Avenue corridor north of Old Town are characterized by vacant buildings and large expanses of parking fields with little landscaping or pedestrian amenities.

The proposed project is a request to rezone to a Planned Area Development Zoning District, for an urban, mixed-use development just north of historic Peoria Old Town that creates new commercial and housing uses within the Grand Avenue corridor. The proposed development will feature approximately 14,400 square feet of neighborhood-serving commercial space, within either stand-alone commercial pads or mixed-use buildings. The multi-family component would allow for a maximum density of 25 dwelling units per acre. As the existing land use category for the site doesn't accommodate the range of uses appropriate for mixed use development, the applicant is therefore seeking a General Plan / SAP amendment to accompany the concurrent application for the Grand Commons Planned Area Development (PAD) rezoning. The Grand Commons PAD request details the conceptual development plan for the site, as well as the General Plan Amendment Request.

There were 29 attendees in total at the meeting. The letter and postcard notices went to all properties within 1320 feet, HOAs within a one-mile radius and the Peoria Unified School District. See attached for the attendee sheet, presentation, notice of application postcard and neighborhood meeting notification letter.

Discussion Items:

1. Plan Presentation Overview

- a. Site Images
 - i. Site images pre site demo
 - ii. Multi-jurisdictional project. Project requirements have to be mindful of various jurisdiction requirements. ADOT controls access to Grand Ave. ADOT is looking to the restrict access to Grand Ave. This project will limit direct access to Grand Ave.
 - iii. This project will provide population support for existing and future businesses.
- b. Site Plans
 - i. Commercial Option
 - 1. Conceptual land use plan. Design will be addressed in later project phases.
 - 2. Proposed emergency access only will not allow through-traffic.
 - 3. A proposed traffic circle will allow full access into project site and existing businesses from 84th into the site, to Grand Ave it will be emergency access only.
 - 4. Commercial fronting Grand Ave with one (1) possible drive-through facility
 - 5. Interior traffic circle to distribute onsite traffic
 - 6. Market rate multi-family housing to the back of commercial uses, maximum of 188 dwelling units.
 - 7. Connectivity within site and to surrounding developments/destinations
 - ii. Mixed-Use Option
 - 1. Vertical mixed-use buildings replacing commercial IF the market will support such an option. Commercial uses on the ground-floor residential uses above.
 - 2. Unique opportunity for Peoria, the City doesn't have true vertical mixed-use buildings
 - 3. In this scenario, Residential buildings along 85th are two stories in height vs three. The residential density has moved to the mixed-use buildings along Grand Ave.
- c. Design / Architectural Precedents
 - i. Give the basic design intent
 - ii. This level of design is appropriate in Old Town
 - iii. Precedents indicate how this has been done elsewhere and how vibrancy can be created within these spaces
- d. Secondary entrance off of traffic circle
- e. Placemaking
 - i. How do we treat public spaces so they feel interesting so people want to gather and spend time there
 - ii. Precedent images show how this can be accomplished in terms of colors, materials, patterns etc.
 - iii. How can we create intimate spaces through landscaping and street furniture-how do we create a place that people want to be?

- iv. These elements become important as we look at connectivity throughout the site, to adjacent properties and destinations like old towns
- f. Commercial Architectural Precedents
 - i. Intended for inspiration, the final product may not look exactly like this
 - ii. Corner elements, intimate spaces facing the interior of the site
 - iii. Double entry building design is something that we will be looking at
- g. Commercial Patio Vignette
 - i. Commercial patio looking toward the residential areas
- h. Parking
 - i. Are looking at reducing parking requirement as this is intended to be walkable project that is close to a transit stop
- i. Commercial Vignette
 - i. Mini Main Street feel among entry
 - ii. Architectural detailing on the corner
- j. Next Steps
 - i. Project requires PAD zone change and SAP amendment – work has been done and submitted to the City, DPS will respond to City comments and resubmit
 - 1. Planning Commission Meeting – October 2020
 - 2. City Council Meeting - November 2020
 - ii. Developer would complete their due diligence and finish the acquisition of the land by the end of the year and then move toward development of the site

The development team received a variety of comments and questions. The main points are as follows:

2. Citizen Comments/Concerns/Q&A

- a. Will there be sufficient parking with mixed use?
 - i. Yes, one of the studies that we are doing right now is a parking study. Two objectives 1) appropriately park the site so it can be financed, built and leased, and, 2) want to look at opportunities there are due to mixed-use nature of the project and proximity to transit.
- b. Concern – the amount of multi-family housing and how it impacts traffic and the feel/character of the area. How does this project tie into the plan for the area and the Old Town? Arizona isn't walkable due to the temperatures most of the year, so while walkability is important the site needs to have adequate parking.
 - i. Shade within the project design is very important. The City is undertaking a "shade master plan" for how to implement shade within the City. Shade / shade elements are very important.
 - ii. In order to support the businesses that we have and for other retail commercial opportunities additional bodies are needed in old town- need more demand to

help supply existing business and new business looking to located here want to know existing demographics, so infusing some of those elements into Old Town is important. It is important to have the residential portion for the economic component of Old Town.

- iii. It is important to recognize that we haven't had positive private investment within the Old Town area, this is the first impactful project by the private sector within the area and we have to be mindful of what the market will support. This project is an opportunity to redevelop a blighted condition.
 - iv. How does it tie into the long-term economic development plan for the city? Three discrete submarkets in old town 1) people place those are likely to see significant footprint/ employment generating uses and coupled with residential component help with the demographic portion of the greater Old Town area. 2) Vintage Old Town plans creates a new vibrancy within a niche application 3) Grand Avenue is a different opportunity but the three areas need to have continuity within them, but each of them will likely attract a different market share
- c. Concerns over the residential ends, looking at the parking and the traffic. Has there been a study of how this will impact the neighborhood and that this will really attract people to the Old Town area? How are you going to attract the existing community that is here? Existing residents likely won't walk there? The existing neighborhoods need to be considered when we bring in commercial, but the City needs to be mindful of the type of commercial development that is brought in. Need a civic center / event center within the area- if the scope of the project changes this would be a good opportunity on the site.
- i. We aren't focusing on one project over another – they are all happening at the same time. All of the projects mentioned above are important. This is the most interest in the area that has occurred in a long time.
 - ii. True vertical mixed use is harder for the market to support, that is why the commercial option is the preferred, but if the market supports it the PAD wants to provide the option for it.
 - iii. On the multi-family side the project is in compliance with the residential parking requirements.
 - iv. Traffic study indicated 80 max trips in the AM 136 trip in the PM hour for the site. That is considered a low traffic generating use. Plenty of capacity on existing roadways to accommodate the anticipated traffic generated from this proposed development.
 - v. When you are in a blighted environment, you first must stop the blight to bring in private investment, and then you can make larger scale changes.
 - vi. What size of civic center are you looking for? The one in Glendale is too big, Real Vista to far, but something in between the two size wise.
- d. Will the drive thru options drop out on the high capacity mixed-use building?
- e. Why does ADOT not want access to Grand at 84th Ave., but allows access directly off Grand into the complex? The road system is already crazy with 83rd Avenue not being straight. People avoid Peoria Ave. and 83rd at this intersection because it is confusing. Wouldn't the traffic circle and cutting off 84th access be an additional confusing road?

- i. ADOT wants to limit direct access, we have to have direct access otherwise development doesn't work. Now we have a right-in/right-out. To show compliance with ADOT we are eliminating public access at 84th. To improve traffic flow, limit the access. Access is best at signalized intersections.
 - ii. ADOT did a study with MAG, the compass study, purpose to promote safety and increase progression, anytime when you promote drive cuts you decrease progression and increase opportunities for conflicts between users. 84th is a cut-through route to Grand.
- f. I am the owner of Cactus Chiropractic Clinic. Where will property line end? Will there be an easement between that property and mine?
 - i. Not sure, we will need to find out.
- g. So you could have the access be at 84th rather than in the center of the complex?
 - i. Don't have that data handy, but the City counts all collectors and they have the volumes / speeds on an interactive map on the traffic webpage. Not able to collect data currently because COVID has impacted traffic volumes. Traffic volumes are not collected when school is out of session. We don't have recent counts from 2020 due to these factors. 2019 data is accessible on City website.
 - ii. The latest traffic count on 85th Avenue was in 2019 with a 24-hour volume of 2,222 vehicles. This volume is within the range of a collector road. (via Chris Lemka from city website)
- h. Curious if there has been a study done in area when additional multi-family units are created?
 - i. The City doesn't require this, but the neighborhood would like to see such impacts.
 - ii. If this project goes through it would have positive impact on the area.
 - iii. Multi-family units are assessed differently than single-family products, but there isn't anything that shows such units have negative impacts on SF houses.
- i. I'm wondering if the residential buildings will definitely be apartment units vs. owner occupied condo units.
 - i. Yes, they will be apartments.
- j. Has PUSD been involved in the planning for students and what schools they will attend and be accommodated?
 - i. Yes, this is a standard requirement
 - ii. PUSD has sufficient capacity from the likely student population stemming from this project
- k. Where will people park during City events like summer fest?
 - i. We would need to talk with neighborhood service dept. to understand what their parking management plan is.
 - ii. The City needs to do a better job to direct traffic; they aim to park people at the city campus where the garages area, but people look for the convenient parking. City staff will pass this concern on with the neighborhood services dept.

- I. What will the connectivity plan to old town look like? Will roads turn into walk paths?
84th Avenue?
 - i. In terms of the site, we will be using existing streets / sidewalks.
 - ii. To get from this center to old town, how will people get there?
 1. Matter of connecting to the existing infrastructure, 84th avenue, 83rd and Peoria Avenue, etc.

3. Closing Comments

Councilmember Hunt is available for any questions/concerns the public has.

- a. She is personally excited about this project. Past developers haven't had the capital to finance actual development on the site. This developer does.

The remaining questions/comments were from meeting participants:

- b. There are existing businesses in place and the City hasn't offered assistance to them to get facelifts, etc. This may be a beautiful development, but the participant is wondering how it will be accepted considering what is abounded it currently. Not sure how this will work out
- c. Need to focus on the existing businesses and how to help them.
 - i. Katie Gregory advised that if anyone knows of businesses owners who are struggling due to COVID, the City of Peoria just opened a grant program to help businesses struggling due to pandemic. The City has reached out to the 3,500 businesses through email system and businesses that have indicated wanting to be kept informed on City info.
 - ii. City would love to see the whole corridor flourish, but the City isn't in control of development. This is a great opportunity to start seeing reinvestment come into the area and could be the start of something bigger. This project could start to get reinvestment into the area.
- d. What I can say is lets work together to make this successful.
- e. If there a specific question needs addressed, whom would be the appropriate person to reach out to for this project? Scott Whyte, scott.whyte@peoriaaz.gov or 623-773.7738.

Meeting Summary:

Meeting participants were generally favorable towards the development plan. Some expressed concerns noted above, but overall the responses were positive. The development team will continue to communicate with interested parties to provide updates about the project, as requested. The next opportunity for public comment is at the planning commission meeting on October 15, 2020.

Public Noticing - Application:

The following items went out via USPS mail:

- The Notice of Application (NOA) postcard on July 28, 2020
- The neighborhood meeting notification letter on August 6, 2020

Grand Commons Virtual Community Meeting Attendees

Aug 25, 2020 - MEETING ID: 974574909

City of Peoria:

1. Amanda Beck
2. Chris Jacques
3. Chris Lemka
4. Cody Gleason
5. Councilmember Vicki Hunt
6. Dina Mathias
7. Karen Calivas
8. Katie Gregory
9. Lorie Dever
10. Scott Whyte
11. Terri Smith

Development Team:

1. Jon de Fiebre
2. Steve Addison

Dekker/Perich/Sabatini:

1. Jessica Lawlis
2. Will Gleason

Kimley-Horn:

1. Chuck Wright
2. Eric Whitehurst

Neighborhood Participants:

1. Art Sandoval
2. Aww
3. Cathy Meehan
4. Eric Hult
5. Eva Osuna
6. Jeff Wan
7. Kacie Franklin
8. Kathleen Wolcott
9. Mike Heath
10. Mike's Market
11. Mike's Market
12. Tara Fitzgerald

**Real Estate Development Office (REDO)
Grand Commons Project (Former Smitty's)
August 25, 2020**

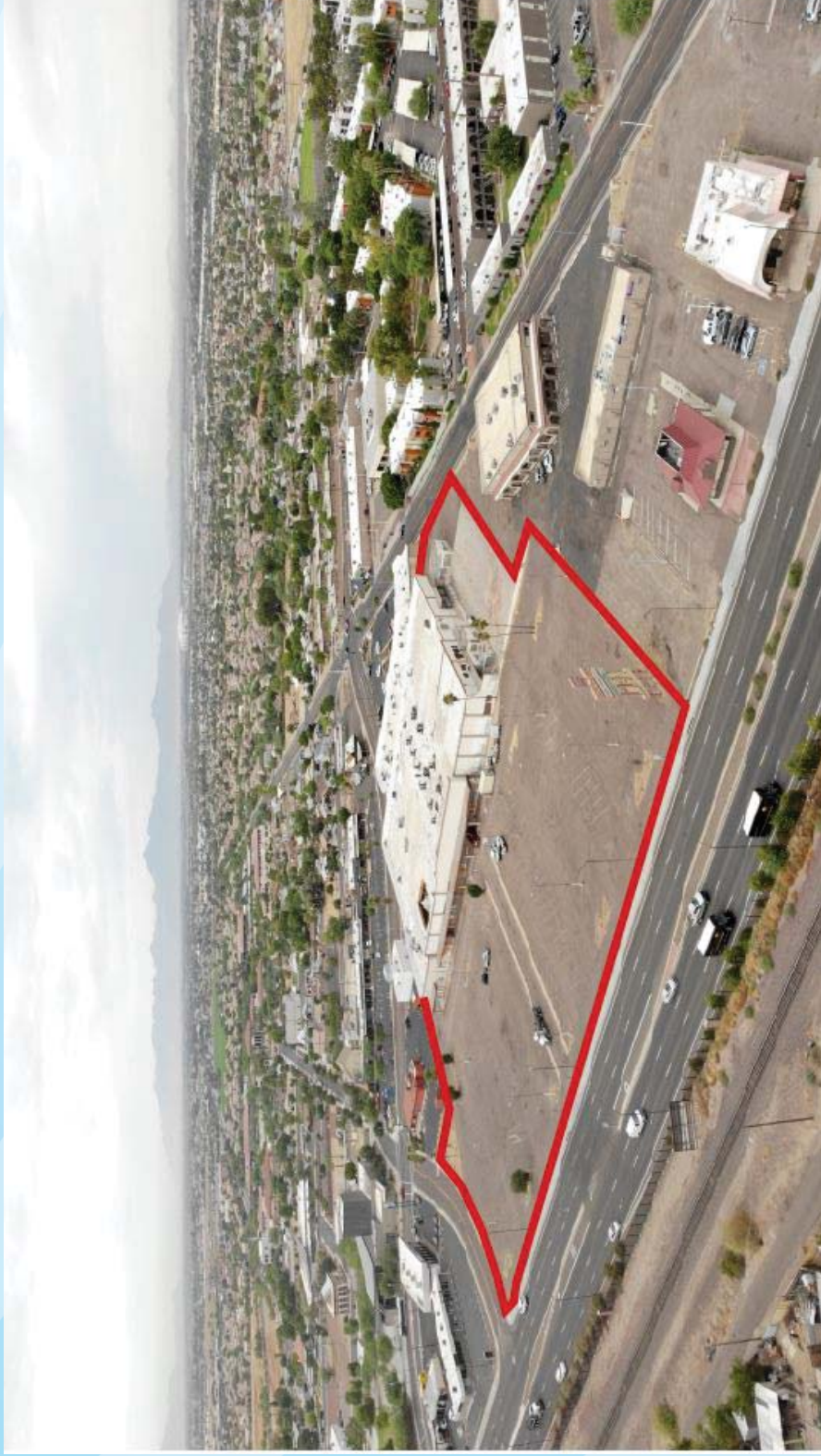
Please mute your microphone when not in use!

This meeting is being recorded for record-keeping purposes.

Site Context – Figure 1



Former Smitty's Property Drone Imagery (Pre-Demo)



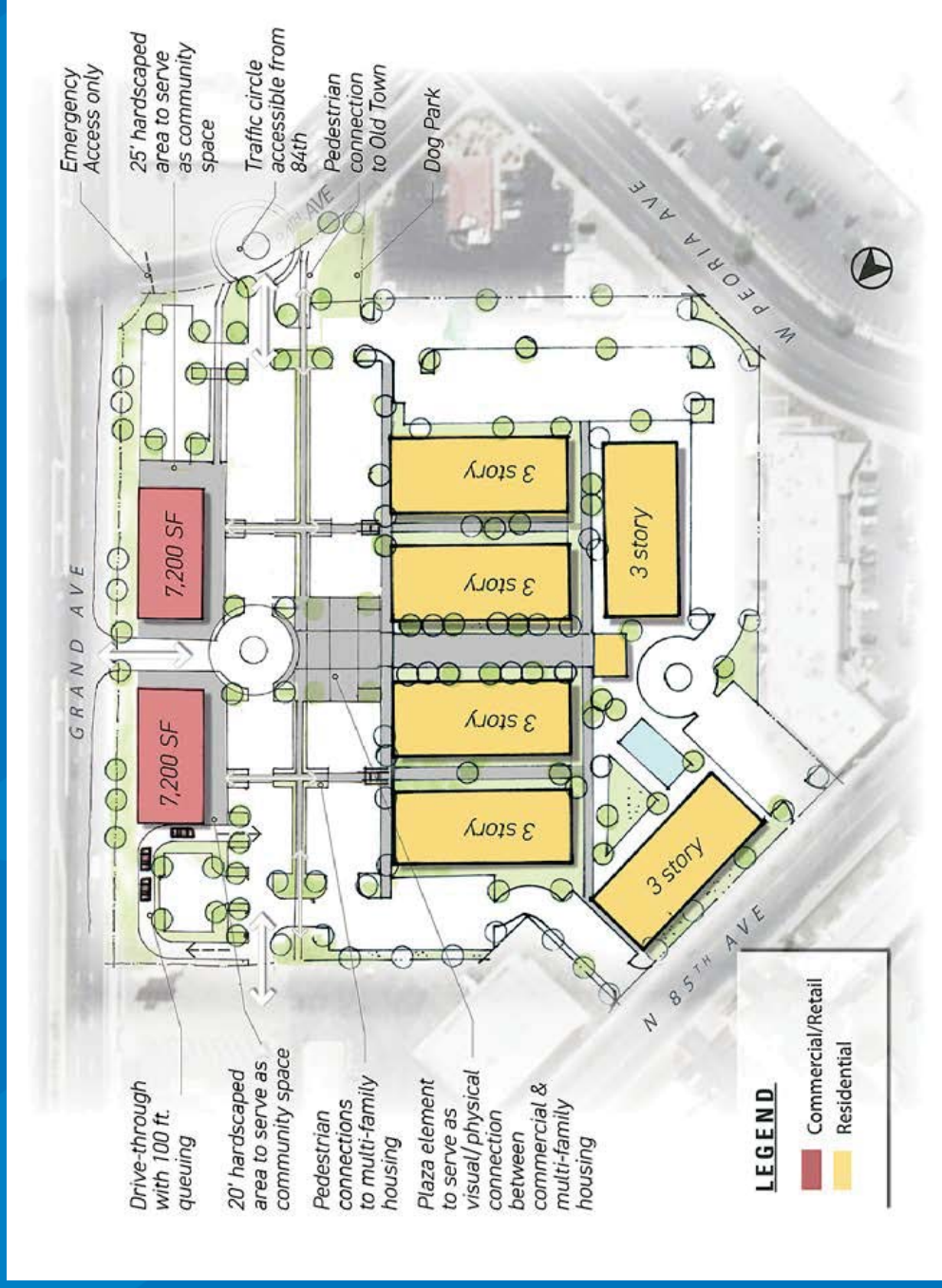
Former Smitty's Property Drone Imagery (Pre-Demo)



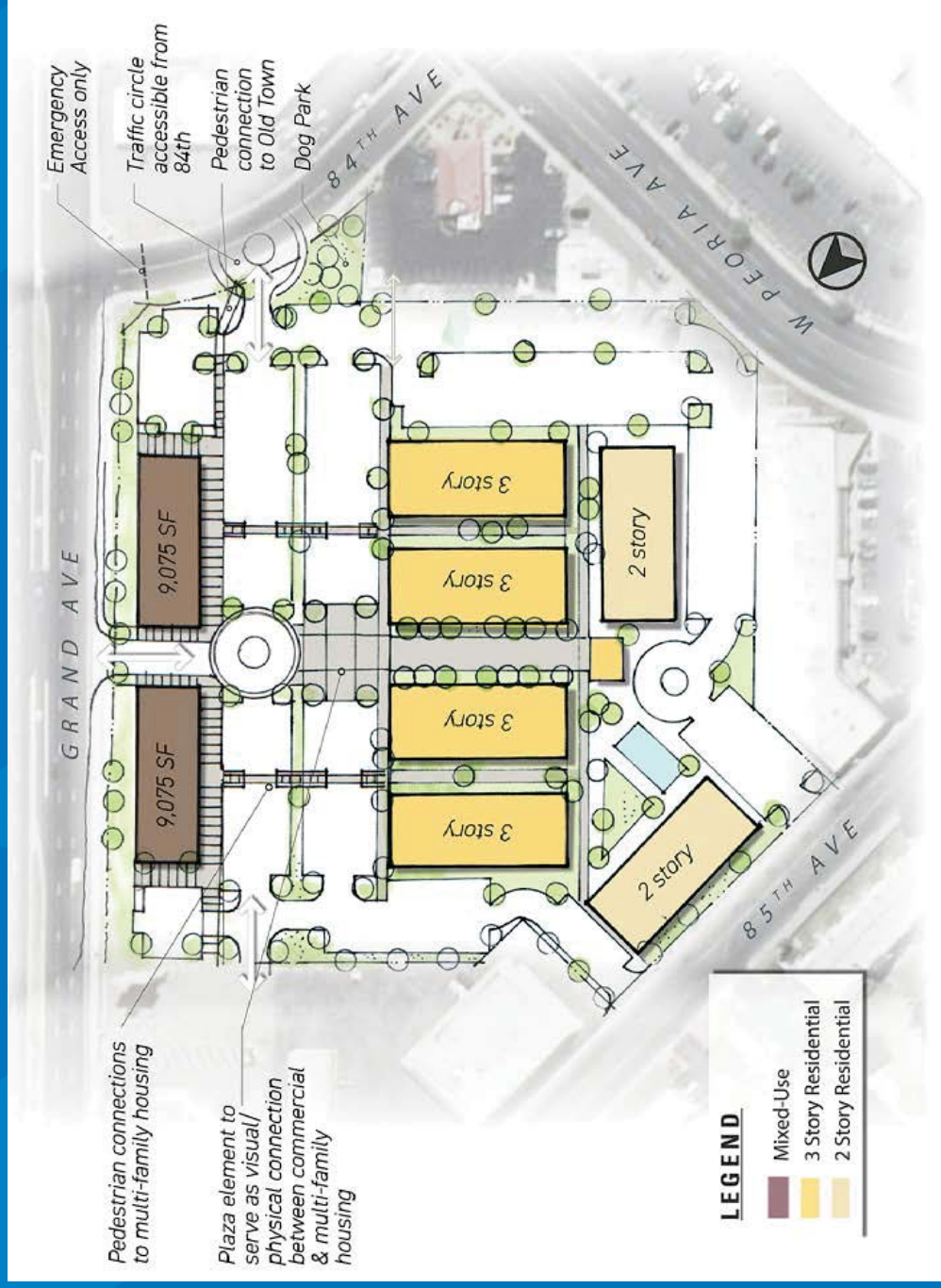
Former Smitty's Property Drone Imagery (Pre-Demo)



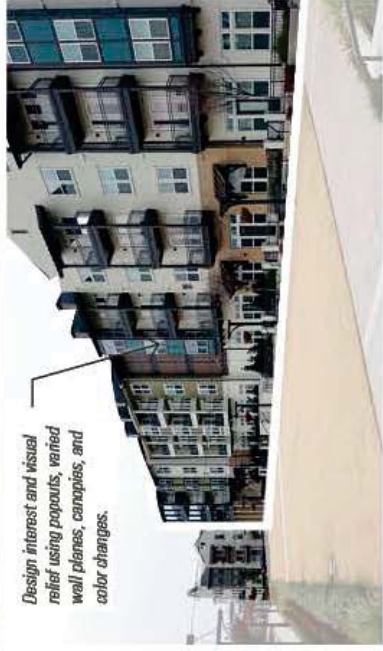
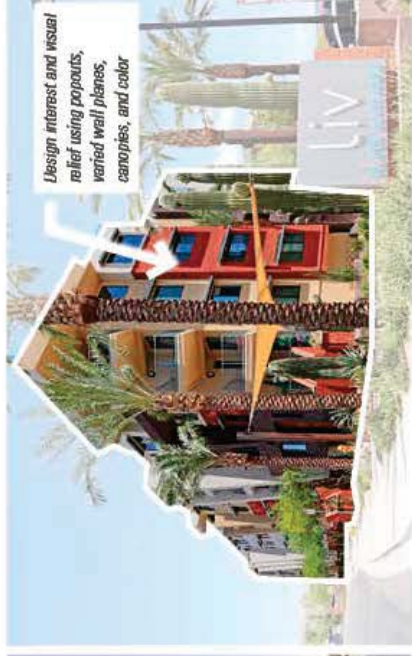
Conceptual Site Plan – Figure 2



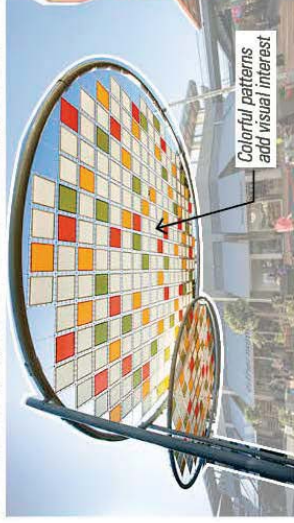
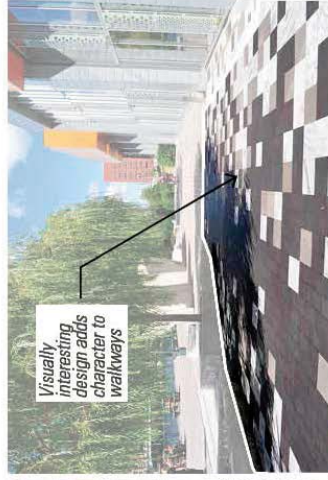
Conceptual Site Plan – Figure 3



Multi-Family Architecture Precedents



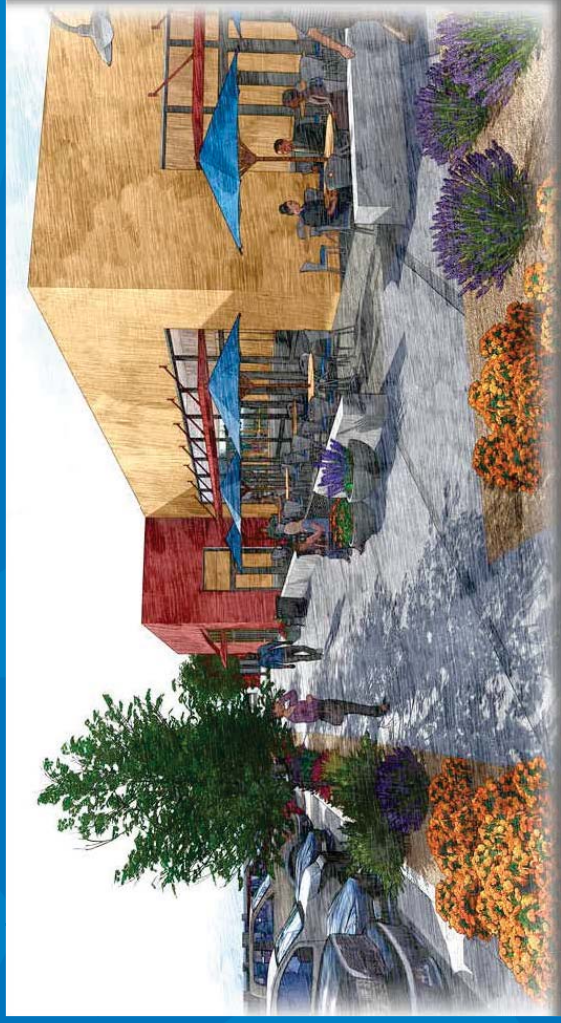
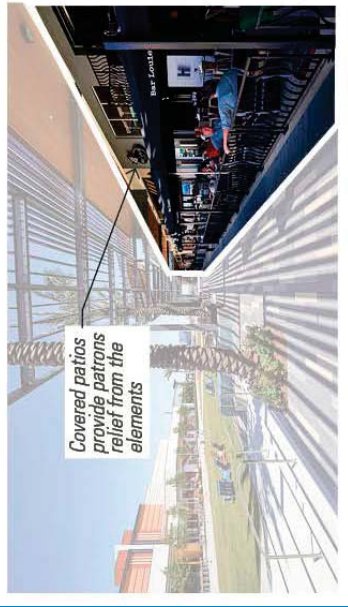
Precedent Placemaking Elements



Commercial Architecture Precedents



Commercial Patio Space Precedents









Next Steps

- Planning Commission Meeting – October 2020
- City Council Meeting – November 2020

Q and A



Thank you!

PROJECT INFORMATION

Project Name and Case Number(s) Grand Commons General Plan Amendment (GPA20-04) Rezoning Request (Z20-06)	Applicant Representative City of Peoria Real Estate Development Office Attn: Scott Whyte 623-773-7738 scott.whyte@peoriaaz.gov
Location and Project Size 8455 Grand Avenue Approximately 7.5 acres	How to learn more and comment Project application materials may be viewed in person at: Development and Community Services Building 9875 N. 85th Avenue Peoria, AZ 85345
Project Description The applicant has submitted two applications, a General Plan Amendment and Rezoning request, to allow for a mixed-use development with commercial and multi-family uses known as Grand Commons. The site is located at 8455 Grand Avenue. Each application is described in more detail below: • The General Plan Amendment (GPA20-04) request would change the Old Town Specific Area Plan designation from Flex Mixed-Use to Old Town Commercial Mixed-Use (OTMU). • The OTMU category is intended for a mixture of uses including office, service, retail, and medium- to high-density residential uses. • The Rezoning (Z19-06) request would amend the site from Old Town Commercial Center (C-3) to Planned Area Development (PAD). The PAD would allow for: - o Commercial, retail, and multi-family uses integrated either horizontally or vertically. - o Commercial uses will be sited along Grand Avenue, and multi-family will be adjacent to Peoria Avenue and 85th Avenue. - o The residential density would be limited to 25 dwelling units per acre.	Planning and Community Development is located on the 1 st Floor. If you have an interest in this request, contact the following Planning and Community Development Department staff member: Amanda Beck 623-773-7128 amanda.beck@peoriaaz.gov

NOTICE OF DEVELOPMENT APPLICATION

This notice is being sent to you because you own or represent property located within the required notification area for the following project:

Vicinity Map



Project Name and Location
Grand Commons
8455 Grand Avenue

Case Number(s)
General Plan Amendment: GPA20-04
Rezoning Request: Z20-06

Turn over for more information 



Planning and Community
Development Department



City of Peoria

REAL ESTATE DEVELOPMENT OFFICE

9875 North 85th Avenue
Peoria, Arizona 85345
T 623.773.7781
F 623.773.7245

August 6, 2020

Notice of Neighborhood Meeting

Dear Property Owner:

The City of Peoria would like to invite you to participate in a virtual community meeting to discuss a proposed rezone on approximately 7.5 acres of property located at 8455 Grand Avenue, formerly the site of Smitty's grocery store.

The Rezone Case Z20-06 also has a companion General Plan Amendment (GPA20-04), to amend the Old Town Specific Area Plan. Please see the enclosed map showing the location of the site.

The proposed project located just north of Peoria's Old Town area comprises an urban mixed-use development, entitled Grand Commons. The proposed development will create new commercial and multi-family housing uses on the former Smitty's site. In order to accomplish this, an application request has been submitted to change the Old Town Specific Area Plan designation from Flex Mixed-Use to Old Town Commercial Mixed-Use (OTMU). In addition, the property needs to be rezoned from Old Town Commercial Center (C-3) to Planned Area Development (PAD). The PAD would allow for commercial and retail uses along Grand Avenue, complemented by a multi-family community along 85th Avenue and Peoria Avenue.

The PAD's development plan establishes a high-quality design framework with consistent architectural and landscape elements and offers strong pedestrian linkages between the residential and non-residential portions of the site. The flexibility of a PAD will allow the site to develop in phases through one of two configurations proposed in the PAD document, and included with this letter. To view additional information online, please visit <https://grand-commons-dps-abq.hub.arcgis.com/>.

As part of our public outreach, we are hosting a virtual neighborhood meeting where you will have an opportunity to learn more about the project and ask any questions. The details are as follows:

Tuesday, August 25, 2020, at 5:00 p.m.

GoToMeeting Info

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/974574909>

You can also dial in using your phone:

- One-touch: <tel:+15713173122,,974574909#>
- Or Dial: 1-571-317-3122
- Enter Access Code: 974-574-909
- Audio Pin: press # sign

The City of Peoria Planner assigned to these applications is Amanda Beck. Amanda is available at 623.773.7128 or amanda.beck@peoriaaz.gov. If you cannot attend the virtual neighborhood meeting, or have any questions regarding the development proposal, please contact Dina Mathias at 623.773.7781 or Dina.Mathias@peoriaaz.gov.

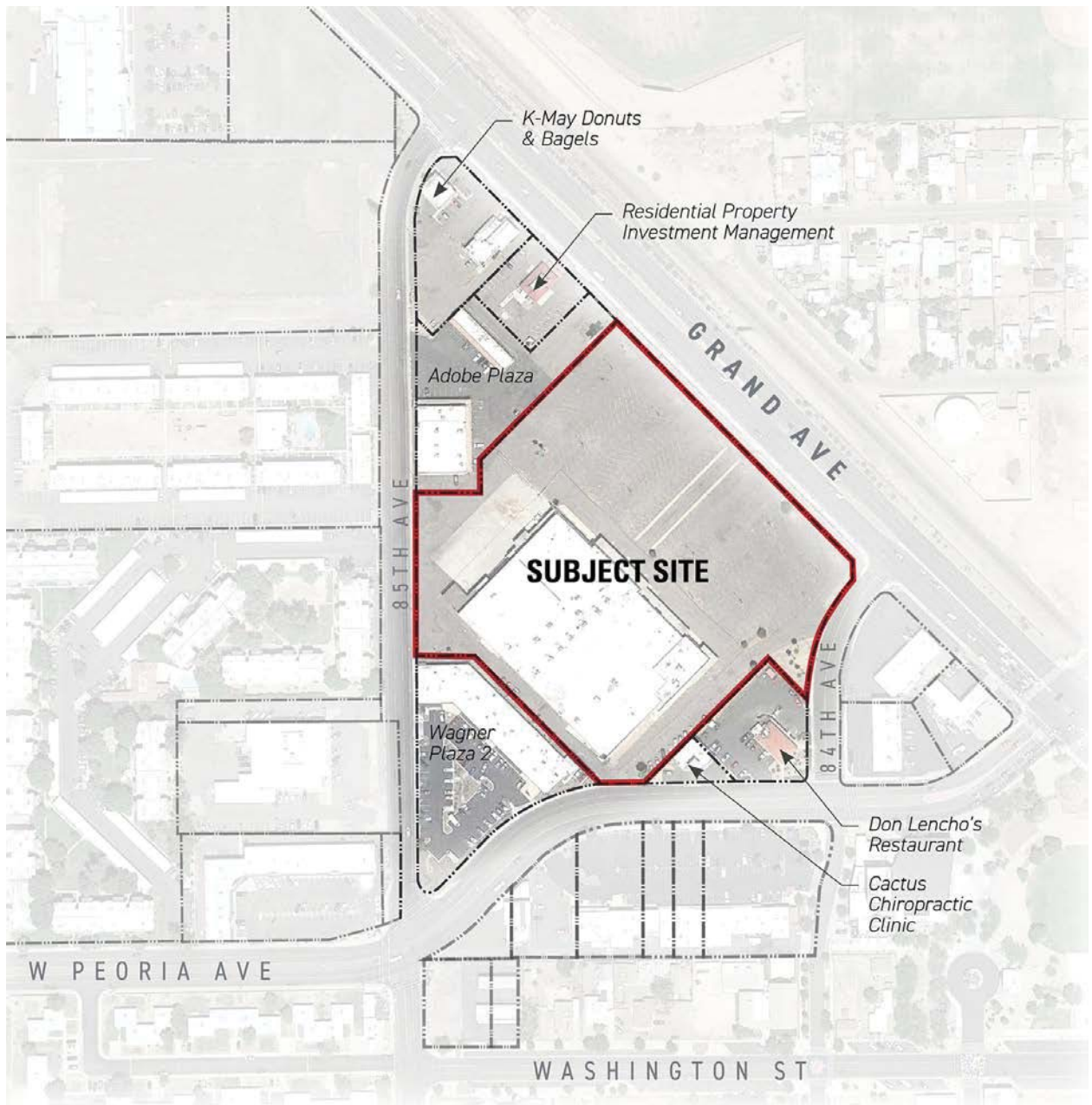


Figure 2: Conceptual Site Plan - Commercial Option

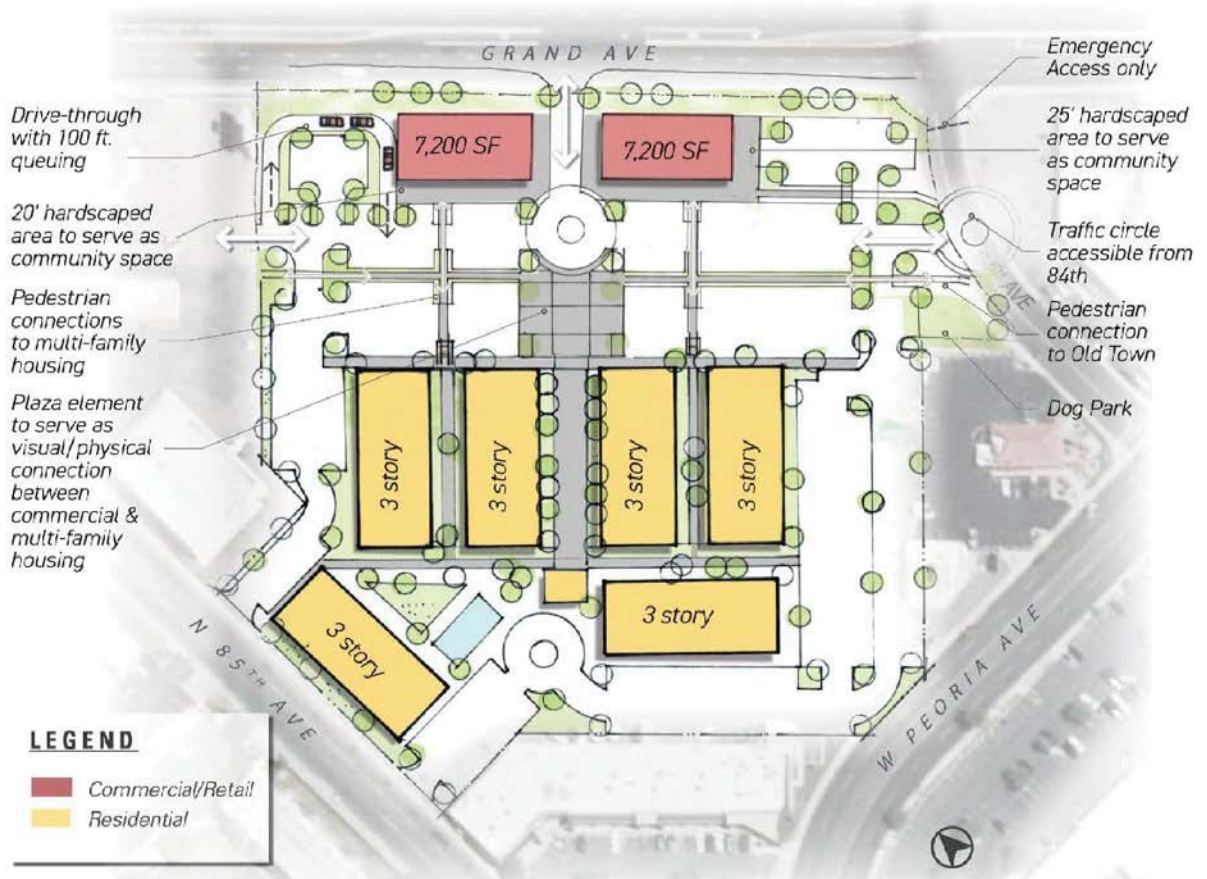


Figure 2 illustrates one of the conceptual site plan that meets the vision established by this PAD and responds to the site's surrounding context. The final site configuration will be determined through the City of Peoria site plan review process

Figure 3: Conceptual Site Plan - Mixed Use Option

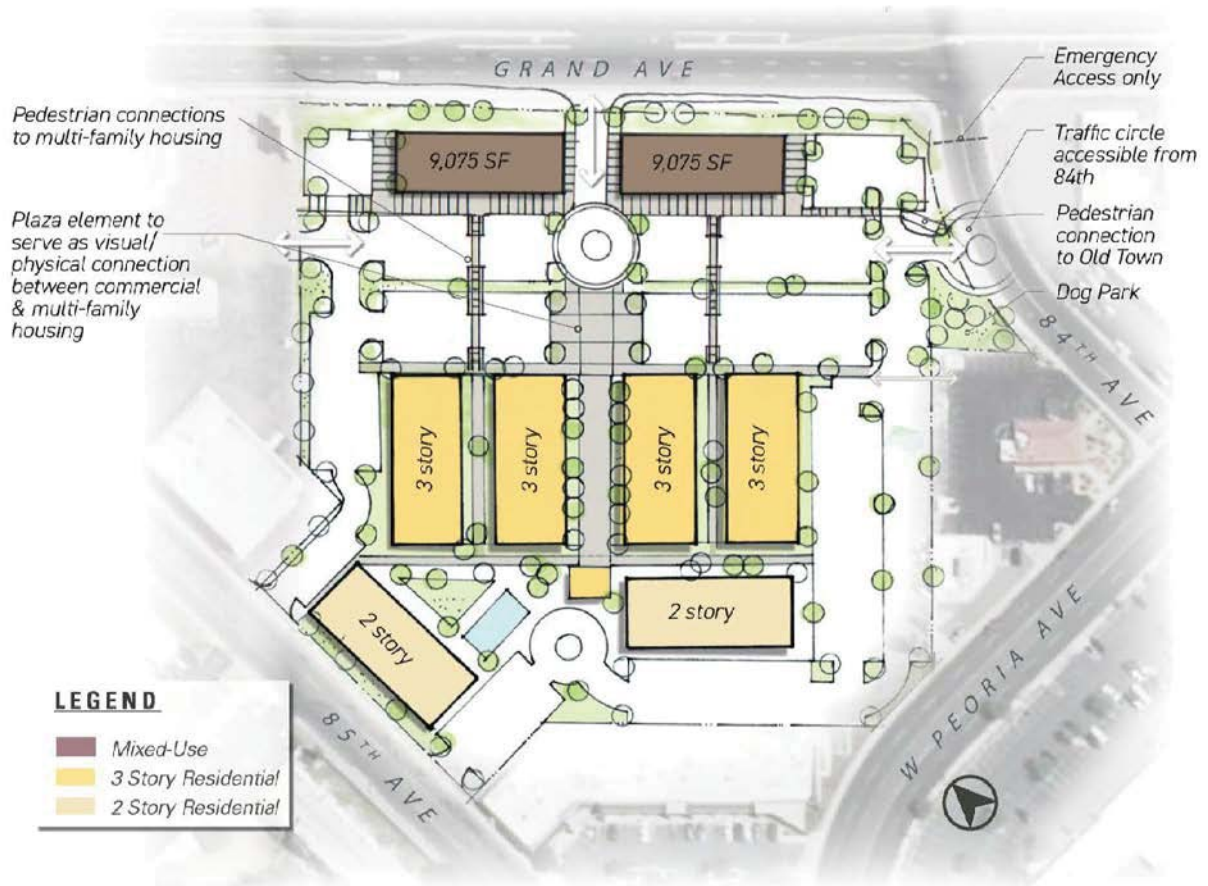


Figure 3 illustrates one option of the conceptual site plan that meets the vision established by this PAD and responds to the site's surrounding context. The final site configuration will be determined through the City of Peoria site plan review process.



August 14, 2020

Amanda Beck
City of Peoria
9875 North 85th Ave.
Peoria, AZ 85382

(o) 623.773.7128
(e) Amanda.Beck@peoriaaz.gov

RE: Grand Commons GPA20-04, Z20-06

Dear Ms. Beck,

This letter is intended to convey the support of the Peoria Unified School District for the approval of the Grand Commons project.

The District enrollment has been negatively impacted by the COVID pandemic, which may result in the repurposing of area schools. This repurposing may impact the future residents of this property. However, we recognize the importance of this project to long term development of the City.

As the project moves forward the District would like to create a partnership with the Developer that will serve the future residents of the City and students of the District. Please feel free to contact me if you have any questions or need additional information

Respectfully,

A black rectangular box redacting the signature of Michael Maas.

Michael Maas
Director of Research, Planning and Assessment
Peoria Unified School District

ORDINANCE NO 2020-15

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, REZONING SPECIFIED PROPERTY FROM CENTRAL COMMERCIAL (C-3) TO GRAND COMMONS PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City of Peoria Planning and Zoning Commission held a public hearing on October 15, 2020 in Zoning Case Z20-06 in the manner prescribed by law for the purpose of considering an amendment to the zoning district boundaries of property within the City of Peoria, Arizona, to provide for rezoning a parcel of land as described below, from Central Commercial (C-3) to Grand Commons Planned Area Development (PAD) zoning district, as provided in Section 21-317 of Chapter 21 of the Peoria City Code;

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on September 24, 2020; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

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

SECTION 1. Parcels of land in Peoria, Maricopa County, Arizona, which are more accurately described in Exhibits A and B, to this Ordinance are hereby rezoned from Central Commercial (C-3) to Grand Commons Planned Area Development (PAD) zoning district.

SECTION 2. The amendment to the zoning herein provided is conditioned and subject to the following stipulations:

1. The development shall substantially conform to the Grand Commons Planned Area Development (PAD) Standards and Guidelines Report, and the Project Narrative included with the Staff report to the Planning and Zoning Commission dated 10/15/2020, except as modified herein.
2. The Developer shall comply with all City of Peoria engineering design standards, policies, and requirements at the time of final engineering submittal.
3. The Developer shall provide a Traffic Impact Study/Analysis at time of development and final engineering submittal.

4. Access onto Grand Avenue is subject to Arizona Department of Transportation (ADOT) approval, as this deviates from the approved Corridor Optimization, Access Management, and System (COMPASS) Study.
 - a. At the time a user and specific site plan are identified, the Traffic Impact Analysis must be updated.
 - b. The City shall coordinate the access with ADOT. Should ADOT approve $\frac{3}{4}$ (right in, right out, left in) access to and from Grand Avenue, the Developer shall reconstruct the median in Grand Avenue to accommodate $\frac{3}{4}$ access. The developer shall obtain all necessary off-site permits from ADOT.
5. The Developer shall reconfigure 84th Avenue to terminate north of Peoria Avenue, with emergency only access provided to Grand Avenue from 84th Avenue. The site plan shall be designed to ensure that non-emergency vehicular traffic cannot use this emergency access. The geometrics will be approved at final engineering submittal.
6. The Developer shall construct a bus pull out and shelter or other infrastructure in the Peoria Avenue right-of-way, as approved by the City Engineer at the time of site plan approval.
7. Non-residential and/or mixed-use buildings along Grand Avenue shall be designed with 4-sided architecture such that “back of house” operations are integrated into the building, minimized through façade articulation, or otherwise screened from the right-of-way, as approved by the Planning Director.
8. Should the Developer elect to enter into a shared parking agreement, or seek a parking reduction as outlined with the Grand Commons PAD, the Developer shall demonstrate the reduction shall not result in the spillover of parking onto other properties.
9. As each parcel and/or use is developed, the Developer shall provide a updated parking analysis for the project.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Descriptions as represented in Exhibit A, and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 10th day of November, 2020.

Cathy Carlat, Mayor

Date signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in: Peoria Times

Publication Date: November 19, 2020

Effective Date: _____

Exhibit A
Legal Description

That portion of the East half of the Southeast quarter of Section 22, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian; lying Southwesterly of the Southwesterly right of way line of U.S. Highway 60-70-89 (Grand Avenue) described as follows:

Beginning at the Southwest corner of the East half of the Southeast quarter of said Section 22;

Thence North 0 degrees 10 minutes 17 seconds East (assumed bearing), 510.24 feet along the west line of said East half of the Southeast quarter to the True Point of Beginning for the herein described parcel of land;

Thence continuing North 0 degrees 10 minutes 17 seconds East, 270 feet along the said West line of the East half of the Southeast quarter to a point;

Thence South 89 degrees 49 minutes 43 seconds East, 140 feet to a point; Thence North 0 degrees 10 minutes 17 seconds East, 56.16 feet to a point;

Thence North 45 degrees 42 minutes 42 seconds East, 327.22 feet to a point on the Southwesterly right of way line of U.S. Highway 60-70-89 (Grand Avenue) as recited in Book 90 of Deeds, page 508-512 inclusive;

Thence South 44 degrees 17 minutes 18 seconds East, 555 feet along said Southwesterly right of way line of U.S. Highway 60-70-89 (Grand Avenue) to a point that is the Northwesternly end of the Westerly right of way line of 84th Avenue (Peach Street) as dedicated in Docket 7752, page 521;

Thence along a curve, concave right, having a radius of 20.63 feet and central angle of 86 degrees 28 minutes 45 seconds 31.14 feet to the Southerly end of said curve and the beginning a curve, concave left, having a radius 315.32 feet and a central angle of 42 degrees 00 minutes 09 seconds;

Thence 231.16 feet along the arc of said curve and the Westerly right of way line of 84th Ave. (Peach Street) to the end of said curve;

Thence North 41 degrees 15 minutes 45 seconds West, 94.54 feet to a point;

Thence South 45 degrees 42 minutes 42 seconds West, 292.64 feet to a point on the Northerly right of way line of Peoria Avenue as described in Docket 7141, page 363;

Thence South 89 degrees 59 minutes 26 seconds West, 43.91 feet along said Northerly right of way line of Peoria Avenue to the beginning of a curve, concave left, having a central angle of 4 degrees 55 minutes 50 seconds and a radius of 326.33 feet;

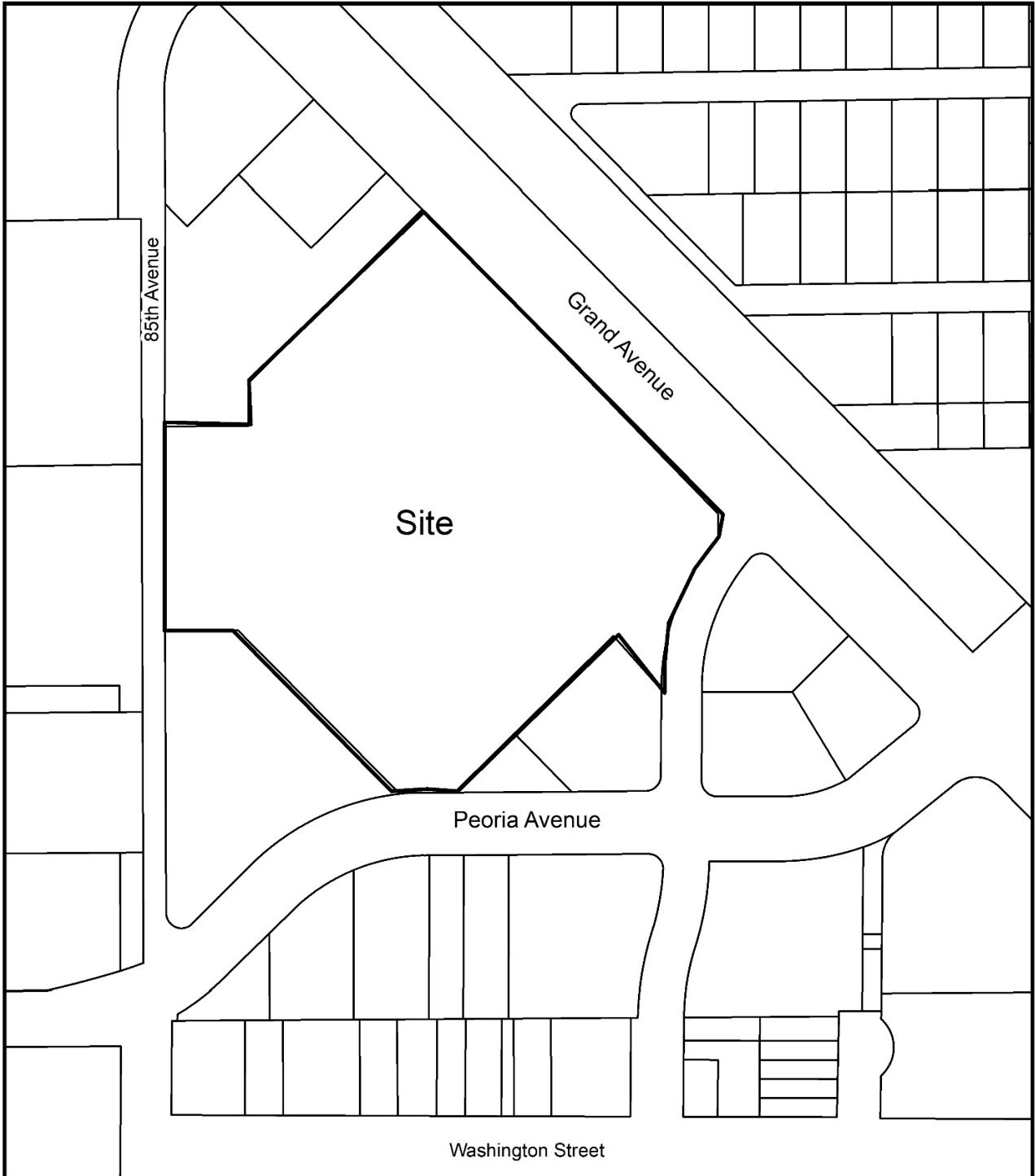
Thence 28.08 feet along the arc of said curve and the said Northerly right of way line of Peoria Avenue to a point;

Thence North 44 degrees 17 minutes 18 seconds west, 302.01 feet along a line that is parallel with and 565 feet Southwesterly of the above said Southwesterly right of way line of U.S. Highway 60-70-89 (Grand Ave.) to a point;

Thence North 89 degrees 49 minutes 43 seconds west, 126.91 feet to the True Point of Beginning for the herein described parcel of land.

Assessor's Parcel Number: 142-42-042Q

Exhibit B
Parcel Map



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 27R.

Date Prepared: 10/26/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Chris M. Jacques, AICP, Planning Director
SUBJECT: Rezone, Prescott at Park West, Planned Area Development

Purpose:

Discussion and possible action to concur with the Planning and Zoning Commission's unanimous recommendation to adopt **ORD. 2020-16** approving the rezoning of a 5.4 acre site, located at 8128 North 99th Avenue from Intermediate Commercial (C-2) to Planned Area Development (PAD) to facilitate a ninety-five (95) unit townhome-style rental community.

Summary:

Introduction:

The applicant, Taylor Earl with Earl & Curly, PC, representing Porter Kyle Builders LLC, is requesting to Rezone approximately 5.4 acres of land, located at 8128 N 99th Avenue, from Intermediate Commercial (C-2) to a Planned Area Development (PAD). The request, if approved, would facilitate a ninety-five (95) unit townhome-style rental community.

Site Location and Area Context:

The subject site consists of three vacant parcels located north of the northwest corner of 99th Avenue and Northern Avenue. Park West is located directly east of 99th Avenue. To the north is a single-family residence followed by an approximately 325 foot wide SRP power line corridor. To the west is the New River, which contains a regional trail connection on the west bank of the river. South of the subject site are two vacant parcels followed by a City of Peoria pump station (Exhibits 2 and 3).

Prescott at Park West:

The applicant is proposing a gated 95-unit, two-story multi-family townhome development on approximately 5.39 acres, known as *Prescott at Park West*. The proposed density is approximately 17.6 dwelling units per acre (du/acre). The Prescott at Park West will be a townhome-type rental community, under one ownership, with modern architecture inspired by Park West.

The layout of the proposed development will be clustered in three, four, and five unit buildings. As

proposed, the current configuration is contemplated as thirty (30) one-bedroom units, forty-one (41) two-bedroom units, and twenty-four (24) three-bedroom units. While this mix may be refined as the project moves through the development process, it provides a representative reflection of the proposed development. All units are two-story, ranging in height from 28 feet to 30 feet, with a two-car garage and a balcony. The vast majority of the units would contain backyard space in addition to the balcony and patio areas. As proposed, the average backyard space will be approximately 250 square feet with amenities such as artificial turf, doggy door, tree, and barbeque areas.

There are several amenities interspersed throughout the community that provide both passive and active recreation options for residents. The proposed active amenities could include a pool, outdoor kitchen, splash pad, gym, co-working space, dog park, and playground equipment. In terms of passive recreation, a pedestrian pathway within the project's landscaped area would be activated with benches. It is proposed to run north and south through the middle of the community, providing connectivity and convenient access for the residents. A 15-ft landscape buffer has been provided, as well, along the northern property line to accommodate the single-family residence to the north.

Rezone (PAD):

On November 22, 2008, The Mayor and City Council adopted *Ordinance 08-33*, rezoning the subject property from Agricultural (AG) to Intermediate Commercial (C-2) for the purposes of developing a commercial shopping center.

Development Standards

The proposed Development standards are similar to the City's prevailing Multi-Family Residential (RM-1) standards as shown in the table below:

Development Standards	Zoning Ordinance RM-1	(Proposed) Prescott at Park West PAD
Maximum Lot Coverage by all structures (%)	50	50
Minimum Lot Width	N/R	N/R
Maximum Density (du/ac)	18 ¹	18 ¹
Maximum Principal Building Height	48-ft ²	48-ft ²
Minimum Building Setbacks		
Front Setback	20-ft	20-ft
Rear Setback	15-ft	15-ft

Side Setback	20-ft³	15-ft³
Corner Side	15-ft	15-ft

¹Maximum density may be increased up to seven (7) additional units per acre based on a finding that the project incorporates additional amounts of open space, recreational amenities, enhances landscaping, enhanced project amenities, and/or pedestrian corridors.

²Maximum thirty (30) feet high within thirty (30) feet of any Single-Family Residential District. The height may be increased by (1) foot per each three (3) feet of additional setback to a maximum of forty-eight (28) feet.

³For condominium and attached housing types, only building separation applies. No minimum building separation is required along common wall.

Development Standards

With the exception of the side setback being reduced by 5 feet to a minimum of 15 feet, all building development standards remain in conformance with the RM-1 Zoning District. Though the building height allowance according to the proposed PAD is in alignment with the RM-1 Zoning District and would allow taller buildings, the proposed buildings illustrated in the applicant's site plan identify a maximum height of 30 feet. The proposed density of 17.6 du/acre is under the maximum allowed within the RM-1 Zoning District and towards the middle of the range identified within the Mixed-Use Main Street land use category.

Parking Standards

The parking standards for the PAD simply defer to the RM-1 Zoning District which calls for 1.5 spaces per 1 bedroom unit and 2 spaces per 2+ bedroom units, as well as 1 space per 10 units for guest parking. Each unit will have a two-car garage on the ground floor in addition to the seventeen (17) guest parking spaces that are proposed. Eight (8) additional parking spaces would also be available for the leasing office/club house. In total, the development is required to have 185 parking spaces. The current site plan under review provides 215 parking spaces including garage, guest, and leasing office spaces.

Open Space / Amenity Requirements

The City's current multi-family residential common useable open space requirement calls for 150 square feet of open space to be provided per bedroom. The proposed development standards within the PAD identify a minimum of 140 square feet per bedroom, which is an approximately 6.7% reduction. The minimum private open space within the PAD identifies a range of 147 square feet to 770 square feet, averaging 400 square feet per unit. The proposed standards represent a 254% increase of private open space. Overall, the proposed standards result in a total net positive of approximately 28,798 square feet of open space additional open space beyond minimum requirements when taking in to account common and private open space standards.

Development Standards	Design Review Manual Multi-Family	(Proposed) Prescott at Park West PAD
Minimum Common Open Space per Bedroom	150-sf	140-sf
Minimum Private Open		

Space per Unit	113-sf	147-sf
Amenities Required per Total Units (20-99 units)	3	7

The development provides several amenities for community residents within the common open spaces areas. The primary amenity area is centered along the eastern boundary of the development and features a pool, outdoor kitchen, patio area, splash pad, co-working space/clubhouse. On the northwest portion of the property is a dog park and to the east, a park with playground equipment. Both areas contain benches, shade trees, and lighting. All open space areas are connected by an illuminated wide paseo with a pathway and benches that runs north and south through the center of the community. The amenities demonstrated within the proposed development exceed the minimum amenity requirements identified within the City of Peoria Design Review Manual.

Design Review Standards

Prescott at Park West has taken a modern approach that is in harmony with the architecture of Park West without duplicating it. This is done through the use of similar vertical trellises, a simplistic light color palette with a grey-blue accent color, the use of metal and wood materials, and variation in height and pop-outs to create a strong building mass. These elements have been selected to create uniformity of character within this area.

Traffic Circulation

The 99th Avenue driveway for the Prescott at Park West will be full access and allow for one lane entering the site, and two exiting the site (one left turn only lane, and a combination through / right turn lane). A deceleration lane would be required on 99th Avenue into the development. While the community is gated, there is a sufficient turnaround area to allow vehicles to enter and make a turn around without entering the gated portion of the site or backing on to 99th Avenue.

A HAWK will be installed near the entrance of the Prescott at Park West and is required to ensure the safety of pedestrians crossing 99th Avenue to enter Park West. The HAWK will also serve as a connection point between Park West and any future development on the west side of 99th Avenue to the north or south of this site. The final alignment of the HAWK will be determined by separate permit and coordination with the Peoria Traffic Engineering Division.

Water/Sewer

Water and sewer service will be provided by a 6" water line and a 36" sewer line located in 99th Avenue.

Public Noticing

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

Outreach Requirements

As a requirement of the rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting. The applicant notified all property owners within a 600-foot radius of the site and all registered Homeowners' Associations within one (1) mile for the required neighborhood meeting.

The neighborhood meeting was held on September 9, 2020, in an empty tenant suite at Park West. Three (3) residents attended the meeting, along with city staff. At the meeting, the development team presented the details of the project and answered resident's questions. No direct opposition or concerns regarding the subject proposal were raised. Rather, questions from the meeting focused on the price point of the units, the height of the buildings, and timeframe of completion.

Support / Opposition

Staff has received one letter in support of the proposed development from the adjacent neighbor to the north (Exhibit 4).

Summary/Findings:

Staff supports the proposed rezone based on the following:

1. The development shall substantially conform to the *Prescott at Park West* Planned Area Development (PAD) Standards and Guidelines Report, and Project Narrative contained within the 10/15/20 Planning and Zoning Commission staff report, except as modified herein.
2. The development shall be designed and constructed in conformance with the City of Peoria Engineering Standards Manual (PESM) and other specified policies and requirements.
3. The Developer shall provide a Traffic Impact Study/Analysis with the Civil Improvement Plans.
4. The Developer shall be required to design and construct a HAWK on 99th Avenue. The location of the HAWK shall be as determined by the TIA and the City Traffic Engineer. The HAWK will be required prior to the issuance of a Certificate of Occupancy. Plans for the HAWK must be submitted with the first submittal of the civil improvement plans. Upon completion of the HAWK, the City will reimburse the Developer for 50% of the construction costs.
5. The Developer shall construct a right turn deceleration lane into the primary site driveway access point from 99th Avenue. The turn lane storage shall extend past the existing residential driveway to the north, with the taper beginning immediately after the existing driveway.

Previous Actions/Background:

- On October 15, 2020, the Planning and Zoning Commission held a public hearing regarding this case. The Commission voted 7-0, recommending approval of the Rezone. There were no speakers present from the general public.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or

B: Approve with modifications; or

C: Deny; or

D: Continue action to a date certain or indefinitely; or

E: Remand to the Planning & Zoning Commission for further consideration.

Staff Recommendation:

APPROVE Case Z19-09 as recommended by Staff and the Planning and Zoning Commission.

Fiscal Analysis:

This request is not anticipated to have direct budgetary impacts to the City.

ATTACHMENTS:

Exhibit 1 - Conditions of Approval

Exhibit 2 - Vicinity Map

Exhibit 3 - Context Map

Exhibit 4 - Neighbor Letter of Support

Exhibit 5 - Staff Report

Exhibit 6 - Ordinance

Contact Name and Number:

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

Jennifer Fostino, Planner (623) 773-7565

Prescott at Park West

North of the northwest corner of Olive and 99rd Avenue
Case Z19-09



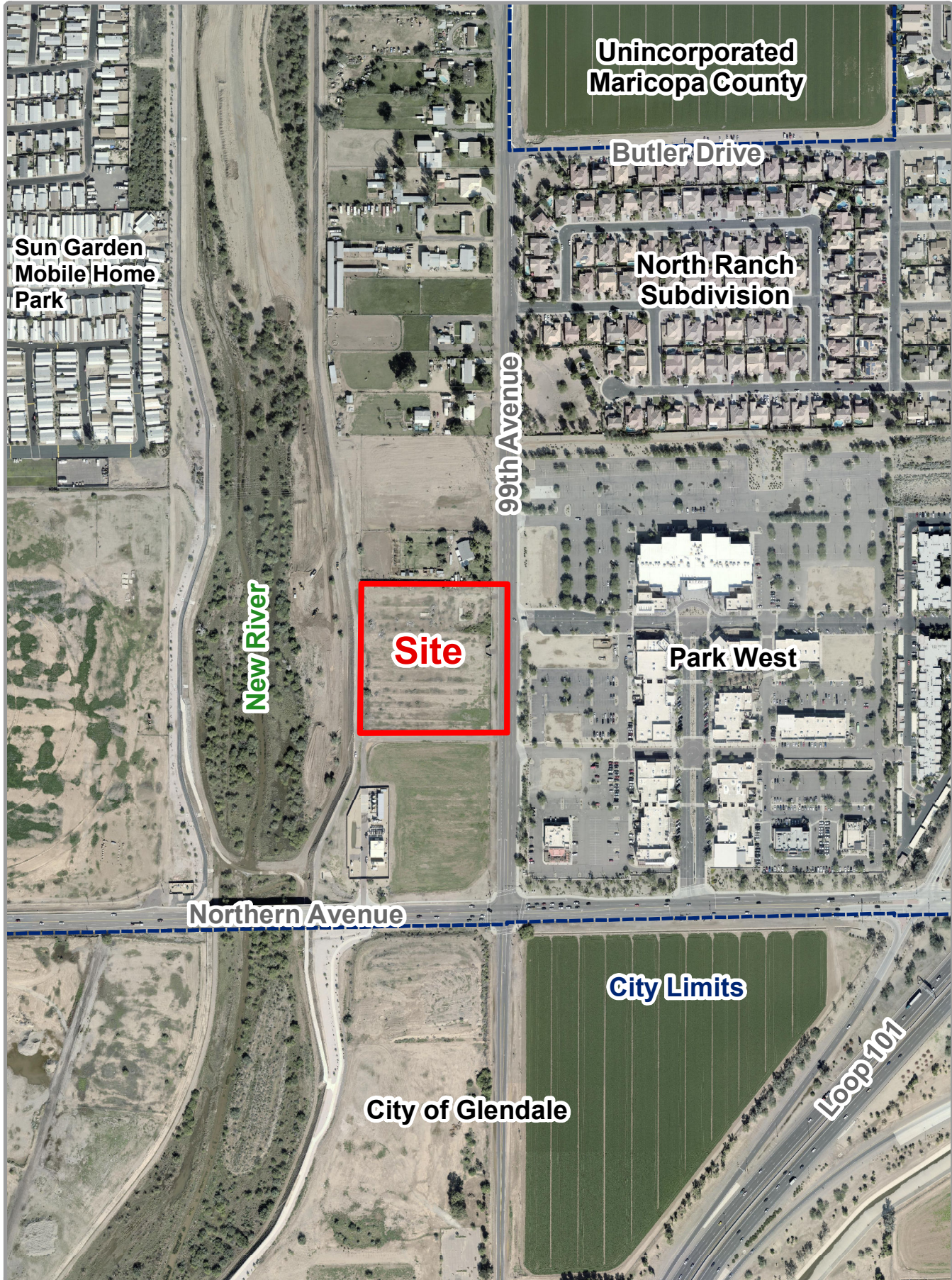
The amendment to the zoning district(s) for the above mentioned property is subject to the following Conditions of Approval in order to protect the public health, safety, welfare, and the City of Peoria:

1. The development shall substantially conform to the *Prescott at Park West* Planned Area Development (PAD) Standards and Guidelines Report, and Project Narrative contained within the 10/15/20 Planning and Zoning Commission staff report, except as modified herein.
2. The development shall be designed and constructed in conformance with the City of Peoria Engineering Standards Manual (PESM) and other specified policies and requirements.
3. The Developer shall provide a Traffic Impact Study/Analysis with the Civil Improvement Plans.
4. The Developer shall be required to design and construct a HAWK on 99th Avenue. The location of the HAWK shall be as determined by the TIA and the City Traffic Engineer. The HAWK will be required prior to the issuance of a Certificate of Occupancy. Plans for the HAWK must be submitted with the first submittal of the civil improvement plans. Upon completion of the HAWK, the City will reimburse the Developer for 50% of the construction costs.
5. The Developer shall construct a right turn deceleration lane into the primary site driveway access point from 99th Avenue. The turn lane storage shall extend past the existing residential driveway to the north, with the taper beginning immediately after the existing driveway.

Z19-09

Prescott at Park West

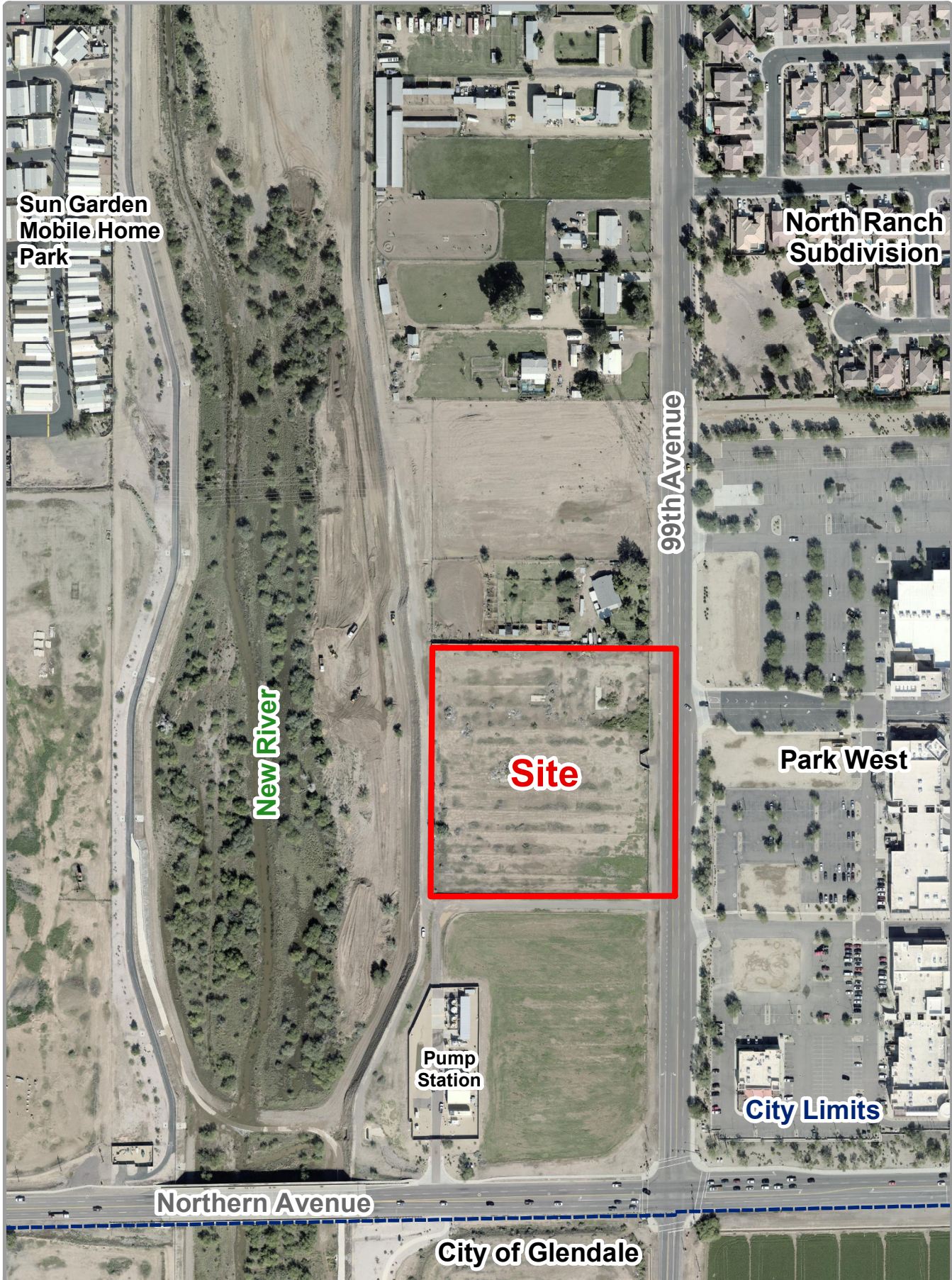
Northwest Corner of Norther and 99th Avenue



Z19-09

Prescott at Park West

Northwest Corner of Norther and 99th Avenue



Sandra Lake
8142 N 99th Ave
Peoria, AZ 85345

June 16, 2020

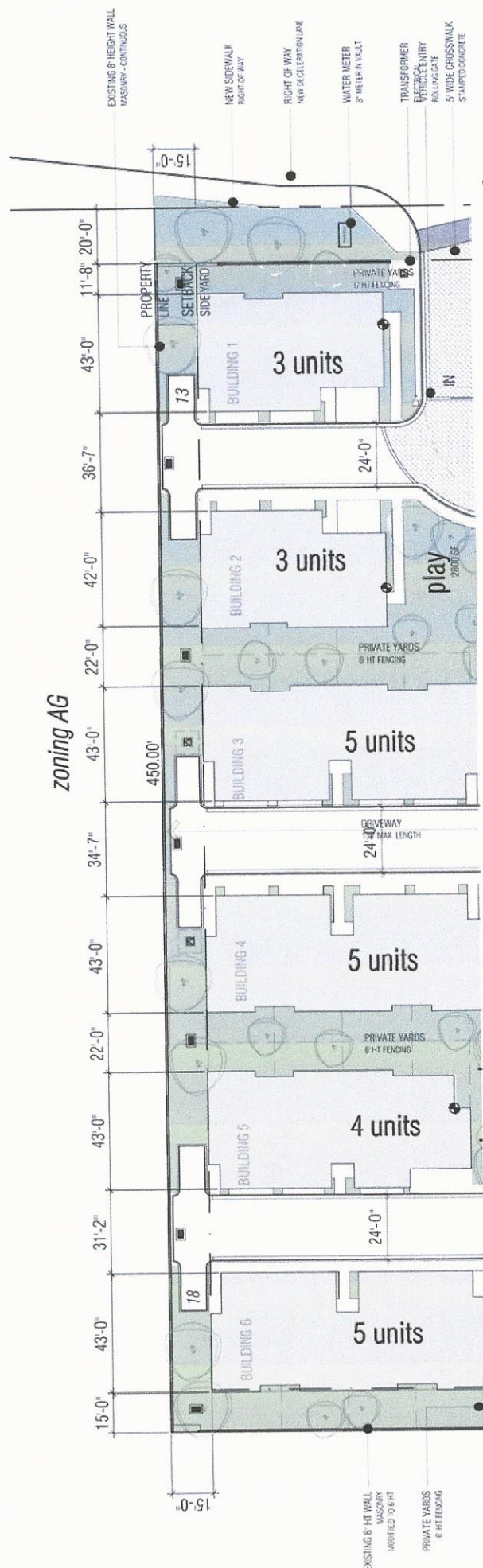
To whom it may concern,

I own the property located at 8142 N 99th Ave which is located directly to the north of the proposed development called The Prescott at Park West. I support this project and its setbacks along our shared property line as shown in the attached exhibit because it is my intention that my land eventually be developed in accordance with the general plan as a commercial mixed-use/high density residential property.

Thank you,



Sandra Lake





PLANNING AND ZONING COMMISSION STAFF REPORT

Date October 15, 2020
To Planning and Zoning Commission
From Jennifer Fostino
Planner
Subject Prescott at Park West

PROPOSAL

The applicant is seeking to rezone the subject property to accommodate the development of a 95-unit two-story multi-family residential community.

APPLICATION INFORMATION

Case Number Rezoning (Z19-09)
Applicant Taylor Earl with Earl & Curly, PC, on behalf of Porter Kyle Builders LLC
Request(s) Rezone the subject property from Intermediate Commercial (C-2) to the proposed *Prescott at Park West Planned Area Development* (PAD) zoning district.

LOCATION AND CONTEXT

SUBJECT SITE

The subject site consists of three vacant parcels, which are approximately 5.39 acres in size located north of the northwest corner of 99th Avenue and Northern Avenue, as depicted on Exhibits 2 and 3.

CONTEXT

Directly to the east, across 99th Avenue, is the Park West mixed-use development. To the north is a single-family residence followed by an approximately 325 foot wide SRP power line corridor. To the west is the New River, which contains a regional trail connection on the west bank of the river. South of the subject site are two vacant parcels followed by a City of Peoria pump station.

APPLICANT'S PROPOSAL

The applicant is proposing a gated 95 unit, two-story multi-family townhome development on approximately 5.39 acres, known as *Prescott at Park West*. (Exhibit 6, Project Narrative) The proposed density is approximately 17.6 dwelling units per acre (du/acre). The Prescott at Park West will be a townhome-type rental community, under one ownership, with modern architecture inspired by Park West, which is across 99th Avenue.

The layout of the proposed development will be clustered in three, four, and five unit buildings. As proposed, the current configuration is contemplated as thirty (30) one-bedroom units, forty-one (41) two-bedroom units, and twenty-four (24) three-bedroom units. While this mix may be refined as the project moves through in the development process, it provides a representative reflection of the proposed development. All units are two-story, ranging in height from 28 feet to 30 feet, with a two-car garage and a balcony. The vast majority of the units would contain backyard space in addition to the balcony and patio areas. As proposed, the average backyard space will be approximately 250 square feet with amenities such as artificial turf, doggy door, tree, and barbeque areas.

There are several amenities interspersed throughout the community that provide both passive and active recreation options for residents. The proposed active amenities could include a pool, outdoor kitchen, splash pad, gym, co-working space, dog park, and playground equipment. In terms of passive recreation, a pedestrian pathway within the project's landscaped area would be activated with benches. It is proposed to run north and south through the middle of the community, providing connectivity and convenient access for the residents. A 15-ft landscape buffer has been provided, as well, along the northern property line to accommodate the single-family residence to the north (Exhibit 8).

The Prescott at Park West PAD Standards and Guidelines Report (Exhibit 7) identifies site-specific development standards, which are customized for the proposed development.

DEVELOPMENT INFORMATION

<u>Existing Use:</u>	Vacant/undeveloped
<u>Proposed Use:</u>	95 unit, two-story multi-family development
<u>Property Size:</u>	5.39 gross/net acres
<u>General Plan Designation:</u>	Mixed Use Main Street
<u>Density Proposed:</u>	17.6 du/ac
<u>Building Height:</u>	2-Story (ranging from 28 to 30 feet)

Common Useable Open Space	
Standard Requirement:	150-square feet per bedroom

PAD Required / Provided:	140-square feet per bedroom (6.7% decrease)
Private Open Space	
Standard Requirement:	113-square feet per unit
PAD Required / Provided:	147-square feet minimum per unit, with a 400-square feet per unit average for the project (254% increase)

STAFF ANALYSIS

GENERAL PLAN

ANALYSIS

The subject property, as well as the single-family residence to the north, Park West to the east, and the vacant property to the south are designated on the PlanPeoriaAZ 2040 General Plan Land Use Map as Mixed Use Main Street (Exhibit 4). The Mixed-Use land use categories within the General Plan are intended to provide a wide range of commercial, office, employment, and compatible residential uses integrated into a single development either vertically (floor area-intense) or horizontally (land area-intensive). Mixed Use Main Street areas are intended to be a unique blend of housing, shopping, and employment uses that serve as the social and commercial hub for the surrounding neighborhoods. The focus within this land use is internal and external connectivity with adjacent development to provide a walkable urban environment, residential densities of 12-20 du/acre, and contextually sensitive architecture built to suit the scale of the surrounding area.

Prescott at Park West works in conjunction with Park West to meet the intent of Mixed Use Main Street land use category, as the developments will have a symbiotic relationship through design and accessibility. Park West is a mixed-use development consisting of horizontally integrated uses including entertainment, shopping, restaurants, employment, and multi-family. Pedestrian connectivity is a prominent feature throughout Park West with the use of a main street concept along the primary entry. As a result, that focus on pedestrian activity is a theme that is by extension carried through to the Prescott at Park West project.

The development is proposing internal connectivity throughout the site via a trail system with integrally spaced benches. The trail system would be situated within the middle of the development, connecting the north and south residents. Additionally, sidewalks will be provided along all building frontages, and wide sidewalks are strategically located to create east to west linkages along the building frontages. The internal pedestrian experience continues throughout the community eastward to the adjoining Park West project through a high-intensity activated

crosswalk beacon (HAWK) that will connect the residents safely. Thus, encouraging the walkable environment intended by the Mixed Use Main Street land use designation.

Conformance to Goals and Policies

As part of the General Plan analysis, staff identified that the proposal met or exceeded the following General Plan goals and policies as noted below. By extension, the Proposed PAD also complies with these same goals and policies.

- Smart Growth Concept – Array of Housing Options: Provide an array of high-quality housing types and price points that are built in a sustainable manner and meet the varied needs of segments of the community
- Smart Growth Concept – Walkable Neighborhoods: Goods, services and employment are located within a walkable distance from housing. Walkable communities provide alternatives to driving a car, resulting in reductions to traffic congestion and air pollution.
- Policy CN – 4: Encourage residential developments to incorporate design features that encourage walking within neighborhoods by:
 - Creating a highly connected block and street network.
 - Designing new streets with wide sidewalks, planting strips, street trees, and pedestrian-scaled lighting.
 - Locating parking facilities below or behind apartment and condominium buildings.
 - Enhancing the front façade of homes, townhomes, and apartment and condominium buildings with porches, stoops, balconies, and/or front patios.
- Policy SC – 3: Require development to design their frontage so that it focuses on the pedestrian experience and continues any streetscape theming design in place for the area.

KEY FINDINGS

1. The proposed PAD is in keeping with the character and intent of the Mixed-Use Main Street Land Use Designation.
2. The subject site will be regulated in a manner consistent with the proposed land use designation and will support the goals and policies of the Peoria General Plan.
3. At a proposed density of 17.6 du/ac, the proposal is aligned to the Mixed Use Main Street land use designation range of 12-20 units per acre;
4. The proposed multi-family development provides additional residents to support the existing commercial properties within walking distance.

ZONING

The site is currently zoned Intermediate Commercial (C-2). The existing zoning was approved through case Z08-03.

ANALYSIS

LAND USE AND ZONING HISTORY

On November 22, 2008, The Mayor and City Council adopted *Ordinance 08-33*, rezoning the subject property from Agricultural (AG) to Intermediate Commercial (C-2) for the purposes of developing a commercial shopping center. The accompanying site plan (PR08-06), known as 99th Ave Shopping Center, was withdrawn due to inactivity on March 19, 2010.

PLANNED AREA DEVELOPMENT ANALYSIS

The City of Peoria Zoning Ordinance requires all properties being rezoned to PAD be between ten (10) and six-hundred (600) acres in size; however, the minimum acreage can be waived if it is in the public's best interest, and if specific conditions exist on the property. Staff believes that granting the waiver for this application is in the best interest of the public because it will enable the development of a constrained parcel in a manner that is more compatible with the surrounding area.

PROPOSED PAD STANDARDS ANALYSIS

The Prescott at Park West PAD proposes amended development standards that are similar to the standard Multi-family Residential RM-1 Zoning District found within the Zoning Ordinance. The PAD designation allows deviation from the existing development standards in order to better respond to contextual circumstances in the area, design characteristics of the development, and/or otherwise promote a creative and efficient approach to land development. Contained below is a comparison of the RM-1 Zoning District standard vs the proposed Prescott at Park West PAD standard.

Development Standards	Zoning Ordinance RM-1	(Proposed) Prescott at Park West PAD
Maximum Lot Coverage by all structures (%)	50	50
Minimum Lot Width	N/R	N/R
Maximum Density (du/ac)	18 ¹	18 ¹
Maximum Principal Building Height	48-ft ²	48-ft ²
Minimum Building Setbacks		
Front Setback	20-ft	20-ft

Rear Setback	15-ft	15-ft
Side Setback	20-ft³	15-ft³
Corner Side	15-ft	15-ft

¹Maximum density may be increased up to seven (7) additional units per acre based on a finding that the project incorporates additional amounts of open space, recreational amenities, enhances landscaping, enhanced project amenities, and/or pedestrian corridors.

²Maximum thirty (30) feet high within thirty (30) feet of any Single-Family Residential District. The height may be increased by (1) foot per each three (3) feet of additional setback to a maximum of forty-eight (28) feet.

³For condominium and attached housing types, only building separation applies. No minimum building separation is required along common wall.

Development Standards

With the exception of the side setback being reduced by 5 feet to a minimum of 15 feet, all building development standards remain in conformance with the RM-1 Zoning District. Though the building height allowance according to the proposed PAD is in alignment with the RM-1 Zoning District and would allow taller buildings, the proposed buildings illustrated in the applicant's site plan identify a maximum height of 30 feet. The proposed density of 17.6 du/acre is under the maximum allowed within the RM-1 Zoning District and towards the middle of the range identified within the Mixed-Use Main Street land use category.

Parking

The parking standards for the PAD simply defer to the RM-1 Zoning District which calls for 1.5 spaces per 1 bedroom unit and 2 spaces per 2+ bedroom units, as well as 1 space per 10 units for guest parking. Each unit will have a two-car garage on the ground floor in addition to the seventeen (17) guest parking spaces that are proposed. Eight (8) additional parking spaces would also be available for the leasing office/club house. In total, the development is required to have 185 parking spaces. The current site plan under review provides 215 parking spaces including garage, guest, and leasing office spaces.

Open Space / Amenity Requirements

Multi-family open space requirements are generally allocated within two categories: common useable open space, and private open space. Traditionally private open space within multi-family communities is limited in favor of providing access to centralized open space throughout the community. In an effort to create a rental community with an abundance of both private and common, the proposed development provides alternative open space formulas compared to the standards identified within the City of Peoria Design Review Manual.

The City's current multi-family residential common useable open space requirement calls for 150 square feet of open space to be provided per bedroom. The proposed development standards within the PAD identify a minimum of 140 square feet per bedroom, which is an approximately 6.7% reduction. The minimum private open space within the PAD identifies a range of 147 square feet to 770 square feet, averaging 400 square feet per unit. The proposed

standards represent a 254% increase of private open space. Overall, the proposed standards result in a total net positive of approximately 28,798 square feet of open space additional open space beyond minimum requirements when taking in to account common and private open space standards.

Development Standards	Design Review Manual Multi-Family	(Proposed) Prescott at Park West PAD
Minimum Common Open Space per Bedroom	150-sf	140-sf
Minimum Private Open Space per Unit	113-sf	147-sf
Amenities Required per Total Units (20-99 units)	3	7

The development provides several amenities for community residents within the common open spaces areas. The primary amenity area is centered along the eastern boundary of the development and features a pool, outdoor kitchen, patio area, splash pad, co-working space/clubhouse. On the northwest portion of the property is a dog park and to the east, a park with playground equipment. Both areas contain benches, shade trees, and lighting. All open space areas are connected by an illuminated wide paseo with a pathway and benches that runs north and south through the center of the community. The amenities demonstrated within the proposed development exceed the minimum amenity requirements identified within the City of Peoria Design Review Manual.

Design Review Standards

The architectural theme of the development is expressed vividly at the entrance of the community with an oversized overhang trellis, monument sign, landscaping planters, and lighting (Exhibit 10). The location of the entry feature is proposed along the southern portion of the main entrance. This placement allows for a thematic entry, and grand sense of arrival while still accommodating alignment with the full access driveway to Park West.

Prescott at Park West has taken a modern approach that is in harmony with the architecture of Park West without duplicating it. This is done through the use of similar vertical trellises, a simplistic light color palette with a grey-blue accent color, the use of metal and wood materials, and variation in height and pop-outs create a strong building mass. These elements have been selected to create uniformity of character within this area (Exhibit 9).

TRAFFIC CIRCULATION

The 99th Avenue driveway for the Prescott at Park West will be full access and allow for one lane entering the site, and two exiting the site (one left turn only lane, and a combination through / right turn lane). A deceleration lane would be required on 99th Avenue into the development. While the community is gated, there is a sufficient turnaround area to allow

vehicles to enter and make a turn around without entering the gated portion of the site or backing on to 99th Avenue.

A HAWK will be installed near the entrance of the Prescott at Park West and is required to ensure the safety of pedestrians crossing 99th Avenue to enter Park West. The HAWK will also serve as a connection point between Park West and any future development on the west side of 99th Avenue to the north or south of this site. The final alignment of the HAWK will be determined by separate permit and coordination with the Peoria Traffic Engineering Division.

WATER / SEWER

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

PUBLIC SAFETY

There are no anticipated impacts to public safety due to this proposal.

COMMUNITY INVOLVEMENT

Public Noticing

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

Outreach Efforts

As a requirement of the rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Report detailing the results of the meeting. The applicant notified all property owners within a 600-foot radius of the site and all registered Homeowners' Associations within one (1) mile for the required neighborhood meeting.

A neighborhood meeting was held on September 9, 2020, in an empty tenant suite at Park West. Three (3) residents attended the meeting, along with city staff. At the meeting, the development team presented the details of the project and answered resident's questions. No direct opposition or concerns regarding the subject proposal were raised. Rather, questions from the meeting focused on the price point of the units, the height of the buildings, and timeframe of completion. (Exhibit 11)

Support / Opposition

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

KEY FINDINGS

1. The proposed PAD zone is in conformance with the goals and objectives set forth in the City of Peoria General Plan;
2. This rezoning request constitutes an overall improvement and will result in a development that is contextually sensitive to the surrounding area;
3. The proposal demonstrates appropriate allocations of open space for a multi-family development, and is anticipated to provide more than the minimum required number of community amenities; and
4. The applicant/owner has submitted a signed and notarized a Proposition 207 waiver, which will be recorded with the conditions outlined in Exhibit 1.

SCHOOL DISTRICT INFORMATION

This property is within the Peoria Unified School District (PUSD) boundary. PUSD has participated in the review of this project and has been in communication with the applicant regarding the proposal and school facilities in the area.

PROPOSITION 207

The voters of Arizona approved Proposition 207, which among other things requires municipalities to compensate property owners for actions which have the effect of diminishing the value of property. The City Attorney's Office has drafted an agreement which waives the applicant's rights to future Proposition 207 claims against the City. Accordingly, the applicant has furnished a signed and notarized Proposition 207 Waiver.

RECOMMENDATION

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

- 1) **Recommend approval of Rezoning Case Z19-09 to the City Council, subject to the attached conditions of approval in Exhibit 1.**

STAFF CONTACT

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

Prescott at Park West

North of the northwest corner of Olive and 99rd Avenue
Case Z19-09



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

1. The development shall substantially conform to the *Prescott at Park West* Planned Area Development (PAD) Standards and Guidelines Report, and Project Narrative contained within the 10/15/20 Planning and Zoning Commission staff report, except as modified herein.
2. The development shall be designed and constructed in conformance with the City of Peoria Engineering Standards Manual (PESM) and other specified policies and requirements.
3. The Developer shall provide a Traffic Impact Study/Analysis with the Civil Improvement Plans.
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5. The Developer shall construct a right turn deceleration lane into the primary site driveway access point from 99th Avenue. The turn lane storage shall extend past the existing residential driveway to the north, with the taper beginning immediately after the existing driveway.

Z19-09

Prescott at Park West
Northwest Corner of Northern and 99th Avenue



Exhibit 2 | Vicinity Map

Z19-09

Prescott at Park West
Northwest Corner of Northern and 99th Avenue



Exhibit 3 | Context Map

Z19-09

Prescott at Park West

Northwest Corner of Northern and 99th Avenue

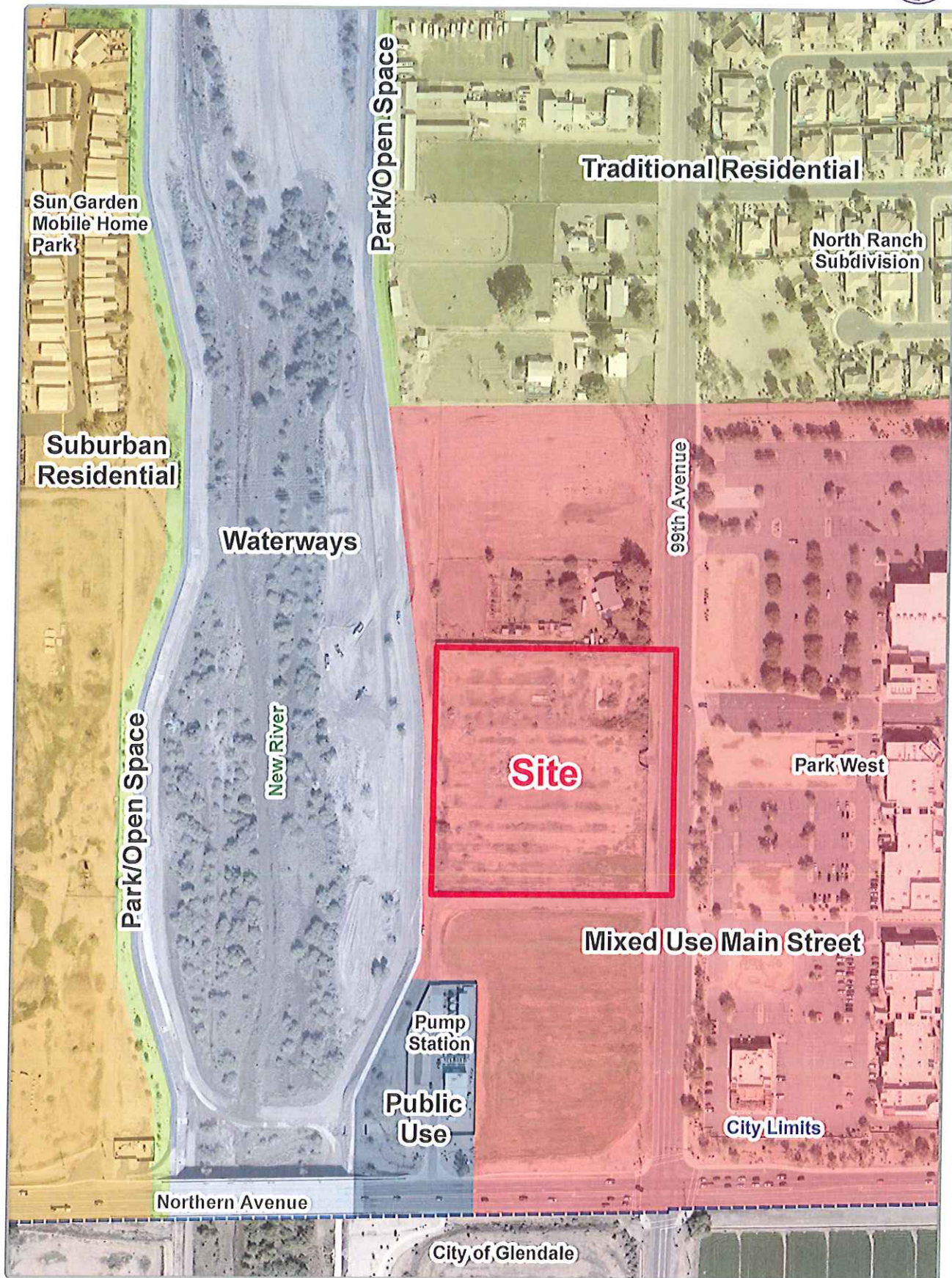


Exhibit 4 | General Plan Map

Z19-09

Prescott at Park West
Northwest Corner of Northern and 99th Avenue

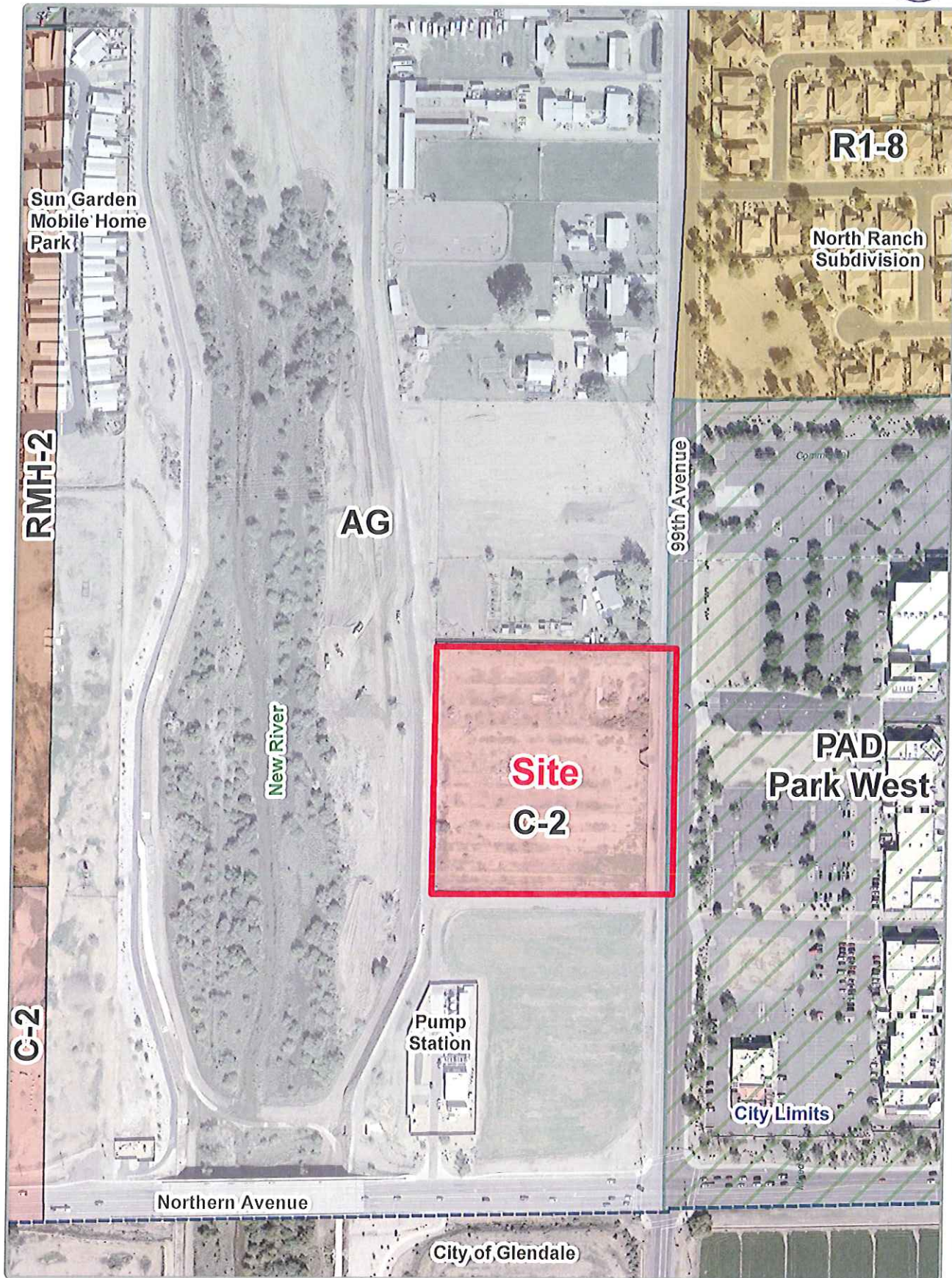


Exhibit 5 | Zoning Map

Project Narrative

The Prescott at Park West PAD



Originally Submitted: December 26, 2020

1st Resubmittal: July 15, 2020

2nd Resubmittal: September 4, 2020

P O R T E R K Y L E
multifamily developers & builders



Taylor C. Earl
3101 N. Central Avenue, Suite 1000
Phoenix, AZ 85012
tearl@earlcurley.com
602.265.0094

Introduction & Project Overview

This Project Narrative is provided in support of a request to rezone a vacant 5.39-acre (net) property across from Park West (north of the northwest corner of 99th Avenue and Northern Avenue) from C-2 (Intermediate Commercial) to PAD (Planned Area Development) to develop a 95-unit luxury residential community.

The developer is Porter Kyle, a Scottsdale-based developer with a well-earned reputation for creating high-end residential communities. The community will be known as “The Prescott at Park West” because of complimentary design and architecture to Park West and because it will both support and be supported by Park West’s retail, entertainment and dining. The two developments will be truly symbiotic in that regard.

Introduction

The Prescott at Park West will be a mix of one-bedroom (30 units), two-bedroom (41 units) and three-bedroom (24 units) units. The actual building heights will be 2-stories (ranging from 28-feet to 30-feet). The proposed density is approximately 17.6 du/acre, which will greatly support the existing commercial in the area.

The Prescott at Park West will be a townhome-type rental community (under common ownership). Based on its experience with its similar communities in other valley cities, Porter Kyle anticipates renters here being higher income individuals that are renters by choice. This anticipated demographic of residents will provide great support to the retail, entertainment, and dining at Park West.

As indicated on the Preliminary Site Plan included with this rezoning submittal, the 95 units will be clustered in 5-unit, 4-unit, and 3-unit buildings. Consistent with the high-end living experience being created, the community will feature 2-car garages, private backyards, and balconies. The community will feature high-end amenities such as a pool, outdoor kitchen, splash pad, gym, co-working space, dog park/relief area, and park with playground equipment.

Architectural Style

Conceptual elevations will be included with the related companion Site Plan submittal. These have been architecturally enhanced in response to input from the City. The elevations are truly first-rate, with a high-end modern appearance that is in harmony with the architecture of Park West without duplicating it.



At Park West the large commercial building massings are complemented by steel and wood overhangs at individual storefronts. At The Prescott at Park West strong building forms are complemented with lighter accent elements including shade canopies, vertical trellis, decorative railing and fencing and wood shade overhangs. A gray-blue color was added to the front and back elevations, which helps to provide depth and movement. Variation in the building elevations detach the townhome entries from the streetscape, drawing the eye to windows and balcony openings that are accentuated with metal and wood accent materials.

The architectural design of the project is eye-catching and gives the project a sophisticated and modern aesthetic that we believe will place it among the finest residential projects in the City.

Interactions with Park West

We believe this community will be a valued asset for the City for many reasons, one of which is how it will support for Park West. Not only will this community provide needed housing density near Park West, but it provides *high-end* housing with spacious units, private yards, private garages, and upgraded interior finishes that will attract and retain higher income individuals with more expendable income to spend at Park West. It will serve as a valuable housing alternative to the more typical apartment buildings on the east side of Park West. This diversity of housing is an important element to ensuring long-term stability for Park West.

To facilitate pedestrian interaction between our community and Park West, we are proposing a HAWK across 99th Avenue. We see this as a critical element for activating the west side of 99th Avenue, which is something the City envisioned in its new General Plan. By installing a HAWK that connects this high-end residential community to Park West, the City's vision will take a giant leap forward. Not only will this development become a horizontally mixed-used development with Park West, but it will be a stimulus for further development on the west side of 99th Avenue. Indeed, our neighbor to the north of this site is in full support of our development because she wants her property to develop as part of the Mixed Use Main Street concept, and she understands that our development moving forward is what will push hers forward as well.

It is envisioned that the tenants of The Prescott at Park West will come from various demographic groups, but one target in particular would be young professionals looking for a luxury residential experience, convenient access to Park West, and close proximity to Loop 101. These young professionals may work at one of the many nearby employment areas, including Westgate, the Glendale Airport and surrounding Glen Harbor Business Park, Dignity Health hospital, the Peoria Crossings Commerce Park, the Peoria Square Commercial development and others, or who simply like the proximity to area entertainment, shopping options and/or regional access via Loop 101.

The Prescott at Park West will help to not only avoid vacancies at Park West, but will support high quality commercial tenants because of the higher-income individuals likely to live in the community and patronize Park West. We have already had several meetings with the Park West ownership and they are extremely supportive of our proposed community. They understand the benefit our community provides to Park West.

Narrative Questions & Project Justification

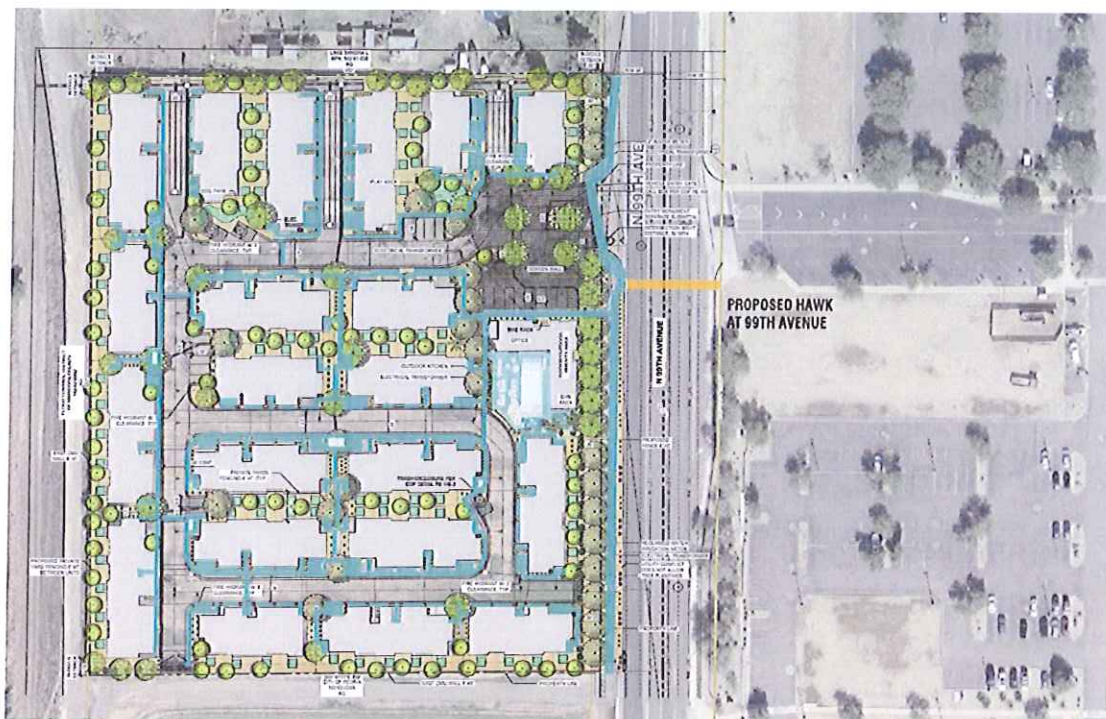
1. What type of development and uses are proposed by the rezoning request?

This project proposes a 95-unit, two-story townhome-type multi-family residential rental development. The 95 units will be clustered in 5-unit, 4-unit and 3-unit buildings. The community will feature private backyards, 2-car garages, and balconies. Many multi-family projects require residents to park in a common surface parking lot, sometimes with shade. Each of our residents will have their own private 2-car garage. Similarly, multi-family projects typically rely on common open space only as a means of providing open space to their residents. We will provide *both* private open space and common open space. Our private space will consist of balconies on every unit. Private back yards will feature artificial grass, a tree, a BBQ area, and doggie door for our furry residents. Nearly every unit will have its own private back yard. In those few instances where site planning constraints have prevented the addition of a private back yard, we have provided a private porch instead. Common open space will include a pool, splash pad, clubhouse, co-working space, gym, dog park, and outdoor kitchen area.

2. State how your proposal is consistent with the Land Use Plan and other goals, policies and objectives (list each goal, policy and objective and how they are met) of the Peoria General Plan.

This site is designated in the new General Plan as "Mixed-Use Main Street." Mixed use can be both vertically integrated (such as first floor retail with residential or office above) or horizontally integrated (such as commercial next to residential). The Prescott at Park West, in conjunction with Park West itself, is an example of horizontal mixed use. The two projects will work together. Without Park West, this community would not move forward. And without adjacent residential to support Park West, it will not reach its highest potential.

As good as Park West is now, it can be even better—with less vacancies, more high-end tenants, and with development on its west side, next to the proposed community. For example, on the east side of Park West's retail component is multi-family housing. This housing is part of the mixed use concept of Park West. The Prescott at Park West will serve the same function, only on the west side of Park West where development within Park West has lagged behind.



It is not necessary, or even advisable, for retail or other uses to be incorporated within The Prescott at Park West itself, especially when the greater goal is to strengthen Park West. Retail or office at this location would not be successful because development on the west side of 99th Avenue is not strong enough yet. This approach of creating a horizontally mixed use concept with Park West will be far more successful. The Prescott at Park West will support and bolster the mix of uses within Park West by offering a new and upscale residential opportunity at a density of 17.6 du/ac.

This interaction to Park West will be greatly facilitated by the HAWK that we are proposing to install, which will provide a direct connection between the community and the west side of Park West. Just like the multi-family on the east side of Park West, our proposed community will be an extension of the mixed-use environment of Park West.

As will be discussed in more detail elsewhere in our materials, the design of the proposed community is being done to further connect the two sites together. Without copying Park

West's design, we have drawn upon its design aesthetic for both our pedestrian experience and our architectural design.

Park West has a great pedestrian environment with sidewalks next to shops and landscaping. We are providing the same experience for our residents. The site includes a walkable environment that is surrounded by landscaping and first-rate modern architecture. These walkways will connect the entire site and will convey pedestrians to the proposed HAWK that will connect them to Park West. The internal streets are broken up with sidewalks on the side to keep speeds low and encourage pedestrian activity.

As for building architecture, we have incorporated strong building forms that are complemented with lighter accent elements including shade canopies, vertical trellises, decorative railing and fencing and wood shade overhangs. Variation in the building elevations provide variety and interest in the streetscape and draw the eye to windows and balcony openings that are accentuated with metal and wood accent materials.

The general plan references "market sensitive infill developments." That is an accurate characterization of this proposed community. The market at this location is looking for more than just a simple apartment experience. High-end renters want more. They want better design, their own private outdoor space, their own garage, and high-end community amenities. They are renters by choice, and they want a rental experience that provides high-end living that is similar to a single-family experience but still has the conveniences and simplicity of renting.

The general plan refers to gathering spaces within Mixed Use developments. Certainly Park West has many of its own gathering spaces, which our residents will use. But our community will have its own internal gathering space such as the pool and outdoor kitchen area, the dog run, and the gym. These will provide moments of community interaction for residents and their guests.

Our community is also consistent with the following elements of the 2040 General Plan.

Smart Growth - Sense of Identity: Development and redevelopment should build on and enhance the identity and character of the community. Both public and privately-owned areas should be designed to maximize available opportunities to promote a sense of identity.

The sense of identity in this area is clearly Park West. Rather than turn our back to it and become an isolated development, we have done everything we can to embrace Park West, to complement it, and to enhance it. We have drawn upon architecture and site design to be compatible with it. This connection starts with the entry way that is enhanced and reflective of Park West design and it continues into the site itself with our

walkable network and our building design. We have even gone to the extent of naming our community “The Prescott at Park West” to enhance this sense of identity.

Smart Growth - Connectivity: Look for ways to enhance connectivity throughout the community and beyond, making it easier for residents and visitors to access nearby goods and services, community amenities, and key destinations.

An important element of this project is the proposed HAWK that will connect our community to Park West. This will give our residents direct access to all of the amenities, retail, and entertainment that Park West offers. But this HAWK will not just benefit our community, but will also provide pedestrian access to our existing residential neighbors and the future developments that are sure to follow us.

Smart Growth - Walkability: Create walkable neighborhoods, commercial corridors and mixed-use districts that stimulate increased pedestrian activity and make alternative transportation more viable.

Consistent with this policy, we have given special attention to ensuring there is a walkable network throughout our site to give our residents a convenient and pleasant pedestrian experience around the site but to also make sure they have the same type of access to the HAWK and to Park West. Our walkway is up against buildings, for a building-forward, urban design. The pathway will also be adorned with shrubs and trees to provide interest and shading. The pathway not only provides a functional connection around the site but it also provides an opportunity for our guests to take evening strolls for leisure and exercise. We have added seating along the path to give areas of respite. Finally, we have added a 19'-wide paseo through the middle of the project to give convenient access through the two main residential blocks.

Smart Growth – Distribute a variety of housing types throughout the City to expand the choices available to meet the financial and lifestyle needs of Peoria’s diverse population.

The units at The Prescott at Park West provide a unique, upscale and enhanced residential experience that is consistent with a luxury community. The City has many single-family residential communities, many apartments, and even casitas like those built by Christopher Todd but the City has very few, if any, of the type of community we are providing, which features high-end townhomes for rent that feature modern design, balconies, private garages, and private backyards. As the General Plan principle above states, it is important for the City to have residential choices for its many residents. This community provides choice.

Healthy Neighborhoods - OS-3 Protect and preserve view sheds within open space areas

wherever possible to enhance the resident and visitor's experience and provide a further visual connection with nature.

The Prescott at Park West has been designed as a compact development, with buildings arranged in 5-unit, 4-unit and 3-unit clusters to provide view sheds through the buildings.

3. Discuss your proposal's compatibility with the surrounding land use and zoning patterns. Include a list of surrounding zoning designations, land uses and conditions.

As stated above, directly across 99th Avenue from this site is Park West, a 46-acre master-planned retail, dining and entertainment commercial development. Park West is anchored by a Harkins Theater, and includes a number of major restaurants and retailers, and also hosts various events throughout the year, including a farmer's market on selected weekends. Park West is zoned PAD (Planned Area Development).

Our proposal will attract and retain higher income individuals as a luxury housing community. This will bring more individuals to patron the retail of Park West and ensure Park West can attract and maintain high quality tenants.

To the west is New River, which is owned by the Flood Control District of Maricopa County and is zoned AG (Agricultural). Directly to the south are four City of Peoria-owned properties and two vacant / privately-owned properties—all zoned AG. To the north is a single-family residence that is currently zoned AG. However, the owner has issued a letter of support in this case because she wants her property to develop as part of the City's Mixed-Use Main Street designation. She has professional experience in planning and development and thus she understands how valuable our proposed community is in helping her reach her objective to develop in this manner. Nevertheless, in the meantime, our project respects that property by installing landscaping on the north side of our proposed buildings. Additionally, the majority of our development will occur west of the house on that property. Finally, that house is angled toward 99th Avenue and is located a substantial distance from the property line.



4. Indicate why the current zoning is not appropriate given the surrounding land use, zoning, and factors which have changed since the current zoning was established.

The dominant land use in the area is commercial, primarily because of the Park West development located to the east of the subject site. Although Park West has been in existence for over 10 years, there remain a number of vacant pad sites and storefronts within it. This also holds true for the Peoria Crossings development located on the east side of Loop 101.

Simply put, there is an overabundance of commercially-zoned and available property in the area, most of which has been vacant for well over 10 years. What is needed is to support not only all of the existing commercial land/storefronts, but to also increase demand for the vacant commercial. To do that, more residential density is needed, particularly density near Park West. This proposed development helps to meet that need. It also provides housing for employment opportunities in the area.

In addition, the site itself has been zoned C-2 (commercial) for over 11 years, with no resulting commercial development. This is likely, in part, due to not only the overabundance of other commercially-available land, but also because the subject site lacks frontage or visibility from Northern Avenue. Northern Avenue carries approximately 45,000 trips per day while 99th Avenue carries only approximately 3,400 trips per day. This massive difference in traffic is a major reason why this site has never

developed commercially and why this rezoning is necessary. We will bring a viable development that can move forward right away and will immediately be successful.

5. Describe any proposed unique design considerations, beyond Zoning Ordinance requirements, which create compatibility between the proposed use and adjoining developments.

The proposed development provides for a unique upscale aesthetic that will be compatible with and complement Park West. In addition, this community will feature a visually-appealing landscaping treatment along 99th Avenue, an enhanced entry experience, architecture and pedestrian connectivity that is reflective of and complementary to Park West, and a proposed HAWK, all of which will serve to tether the community to Park West.

The Zoning Ordinance lists 6 possible elements to incorporate into an entry design and only requires 3 to be selected. Our proposal includes 5 of them.

1. A 20' landscape median is provided at the entry to split the traffic and provide an enhancement to the aesthetic of the entrance.
2. We are proposing an attractive vertical structure that supports a metal trellis and is grounded in a median planter.
3. Accent lighting in the landscape median is provided to highlight the signage and vertical elements of the monument sign that states "The Prescott at Park West."
4. A trellis structure is proposed that cantilevers over a portion of the drive aisle, consistent with the awnings utilized at Park West and on the buildings of the proposed community.
5. Ornamental gates are included that incorporate the same composite wood accent materials used throughout the project.

Additionally, though not one of the 6 listed items, the entryway also features stamped concrete that further enhance the design aesthetic.



This attractive entry feature will not only underscore and further the connection to Park West but will also provide a high-end entry aesthetic to our residents and guests and to all passersby on 99th Avenue. This will establish an important message about the quality of the development on the west side of Park West. Thus, this community will serve both as a catalyst for development on 99th Avenue and a benchmark for quality.

6. Provide general site information and describe unusual physical features or characteristics of the site which present opportunities or constraints for development.

The site is relatively flat, with no significant drainage, topographic or vegetative features. Its location along 99th Avenue (away from Northern Avenue) limits the property's desirability for development as commercial.

7. Other than the requested rezoning approval, what other approval processes are required to accomplish the development proposal, i.e., variances, site plans, subdivision plats, conditional use permits, comprehensive master plan amendments, State or County licensing or permits, etc.?

Parallel to this rezoning request we are also seeking site plan approval.

Additional Project Justifications

As stated above, Porter Kyle is proposing a high-end residential community that will not only provide needed density in the area but will also provide luxury housing to attract and retain higher income individuals. It will also provide needed diversity of housing to complement the more typical apartment developments on the other side of Park West.

Section 21-602.B requires PAD's to be a minimum of ten acres, which this site is not. However, the Planning Commission can recommend this requirement be waived if one or more of three conditions exist. Although only one is required, this development satisfies each of the three conditions. Those conditions are listed below along with an explanation of how this community satisfies each condition.

Before discussing each condition, it is important to highlight that unlike many PADs, we have only adjusted a few development standards. We have largely followed the standards of the underlying zoning district. So although we still must meet one of the conditions below, our requested modifications are minor.

- a. Unusual physical features of the property itself or of the surrounding area are such that development under the standard provisions of this Ordinance would not be appropriate in order to conserve a physical or terrain feature of importance to the neighborhood or community.

In the general plan for Mixed Use-Main Street, the City is calling for heightened residential densities to support non-residential uses that are adjacent to or underneath the residential. Here, the City is anxious to bring residential density to this immediate area because of Park West. One area in particular where Park West needs additional support is on its west side, where it has empty pad sites. Right now, the west side of Park West appears to be too far outside of the spine to support viable commercial development. Our development will bring residential density and disposable income to the west side of Park West.

Our modification of the side yard setback, the minor wall encroachment in the front yard setback, and the landscape zones for parking have the direct effect of supporting more units on the property. This in turn serves the City's desire to have more density in this area to better support Park West. Our modification of the open space requirement assures the City and our own residents that this will be a community of superior quality, which in turn helps to bring residents of greater income.

The need for increased density to support Park West and the City's desire for a Mixed Use Main Street becomes an unusual physical feature of the area that our community, and our proposed modifications, would address.

b. The property is adjacent to or across the street or alley from property which has been developed under the provisions of this Section and will contribute to the amenities of the area.

Our community is directly across from Park West. Our community is similar to the apartments on the east side of Park West in that we function as a horizontal mixed use development and contribute to the amenities of Park West by providing additional residential density. This density is an essential component of the calculus for commercial viability. The owners of Park West are very supportive of our development because they understand that adjacent residential density is one of the primary drivers for Park West's ability to attract and retain high-quality commercial tenants.

c. The use of the PAD concept will encourage the use of otherwise undevelopable property, particularly in the case of small undeveloped parcels surrounded or partially surrounded by developed property.

Rather than develop at the edge of the City, we are developing in the heart of the City, directly across from one of the City's most important commercial assets. Although we are not the final parcel in the area to develop, this property still qualifies as infill because development is present within a short distance in all four directions. The parcel is also small at only 5 acres. While something could certainly be developed on 5 acres, the key is that the type of density the City wants is difficult on such a small parcel without some type of PAD relief. We are only asking for a minor amount of relief under the PAD, but it is important relief to achieve the density proposed. Thus, the PAD is facilitating the creation of the type of density the City needs, and with the type of product that will attract high income residents, but which would be difficult to develop under standard zoning.

Justifications for Deviations in PAD

Side Setbacks

Our proposed PAD reduces side yards setbacks from 20' to 15' on the north and south of the community. On the north, we have a letter of support from that property owner specifically endorsing the use of a reduced setback because she wants her property to develop as Mixed Use Main Street and she understands that our project will act as a catalyst to development on this west side of 99th Avenue. On the south, we abut the City's property, which will be used for utilities. Thus, there is no harm. Additionally, this small adjustment supports the addition of density at this location, which benefits the Park West, the neighbor to the north, and the project.

Regarding landscaping, note that the tree and shrub calculation were calculated as if this setback were 20'. In other words, we have proposed to plant the same amount of trees and

shrubs code would require us to plant if this setback had been included in the calculations as a 20' wide strip. That means that our reduction from 20' to 15' has not resulted in a reduction in the number of shrubs and trees we were otherwise required to plant. To the extent this density of planting is more than the 15'-wide setback area will support, we will spread that landscaping around the site.

Allowance for Perimeter wall in Front Setback

We have only a minor section of our perimeter fencing that encroaches into the front yard setback on 99th Avenue. This is done for the sole reason of providing access to the residential unit directly behind it. Moreover, this encroachment occurs only for a small portion of the 99th Avenue frontage. We see this as a “no-harm” modification.

Modification of Parking Landscaping

The Zoning Ordinance requires landscape islands at the ends of parking rows. Generally this requirement for landscape islands is for parking lots and long rows of parking to avoid the aesthetic of a “sea of asphalt.” We have only pockets of parking throughout the site, and those pockets are surrounded by buildings and landscaping. The same needs for landscape islands do not apply. To be clear, we are still proposing landscaping, but we do need to adjust and clarify the standard slightly. Each parking area is next to landscaping, and in most instances that landscaping is the dimension of a parking space and thus meets the letter or spirit of this requirement. We have modified the standard to provide flexibility on the north parking spaces, which are single spaces. We have also provided flexibility in our PAD for the two spaces on the west. As for the parking pockets with three spaces or more, we can meet the general requirement for landscape islands, but we need to allow tapering of the landscape island to accommodate rounded street corners. Thus, landscaping will still be provided, but will be merely adjusted to meet the circumstances of this compact site.

Modification to Open Space Standard

Peoria requires 150 square feet of community usable open space per bedroom. We meet that standard with amenities such as a pool, outdoor kitchen, splash pad, gym, co-working space, dog park/relief area, and park with playground equipment. This community open space will also include a network of walking paths that feature landscaping and seating. We have provided detail within our PAD regarding community usable open space to clarify that these beautiful walking paths will be counted toward the 150-square-foot requirement.

We have also provided detail regarding our private open space requirement because we far exceed the standard, and we wish to codify this into the PAD. The private open space requirement is 113 square feet per unit, and we are providing a minimum of 400 square feet

per unit. That is an increase in the standard by +/- 254%. We have also made clear that each unit must have a balcony and either a private back yard or front patio.

Conclusion

The Prescott at Park West will be a premium community for the City and will both benefit from and provide benefit to Park West. This community will not only provide higher income individuals to support Park West, but it will act as a catalyst, and guiding benchmark, for quality development on 99th Avenue. The Park West owners are in full support of our community because they understand the benefit it will have to Park West. The modifications under the PAD are minor and promote the development of a premier community that features first-rate amenities, private open space, and sophisticated modern design.

Planned Area Development
Standards and Guidelines Report

The Prescott at Park West

North of the Northwest Corner of 99th Avenue and Northern Avenue

By:

P O R T E R K Y L E
multifamily developers & builders

1st Submittal: December 26, 2019

2nd Submittal: July 15, 2020

3rd Submittal: September 4, 2020

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Introduction

This Development Plan is for a 95-unit luxury residential community proposed for a vacant 5.39-acre property across from Park West (north of the northwest corner of 99th Avenue and Northern Avenue). The community will be known as “The Prescott at Park West.”

The proposed PAD is based on the Multi-Family Residential zoning district, with minor deviations to support the development of a high-end townhome community with 17.6/du ac. The community is being designed with an enhanced modern architectural style that will complement the design and architecture of Park West without copying it. The community will feature quality community amenities, including a pool, splash pad, outdoor kitchen, and gym. Private community amenities will include backyards, balconies, and 2-car garages.

This luxury community will be gated and will feature an attractive entry experience to provide residents and guests with a sense of arrival.

Architectural style

The relationship to Park West Mall has been a driving influence for the design of this community. Several form factors and architectural relationships have served as influence and organizational cues to establish a strong connection between Park West Mall and The Prescott at Park West.

Park West Mall incorporates landscaping, pedestrian circulation, parking and vehicle circulation organized around a main street spine. The large commercial building massings are complemented by steel and wood overhangs at individual storefronts. The secondary scale of lighter elements of shade overhangs contrast the heavy massing of the connected buildings.

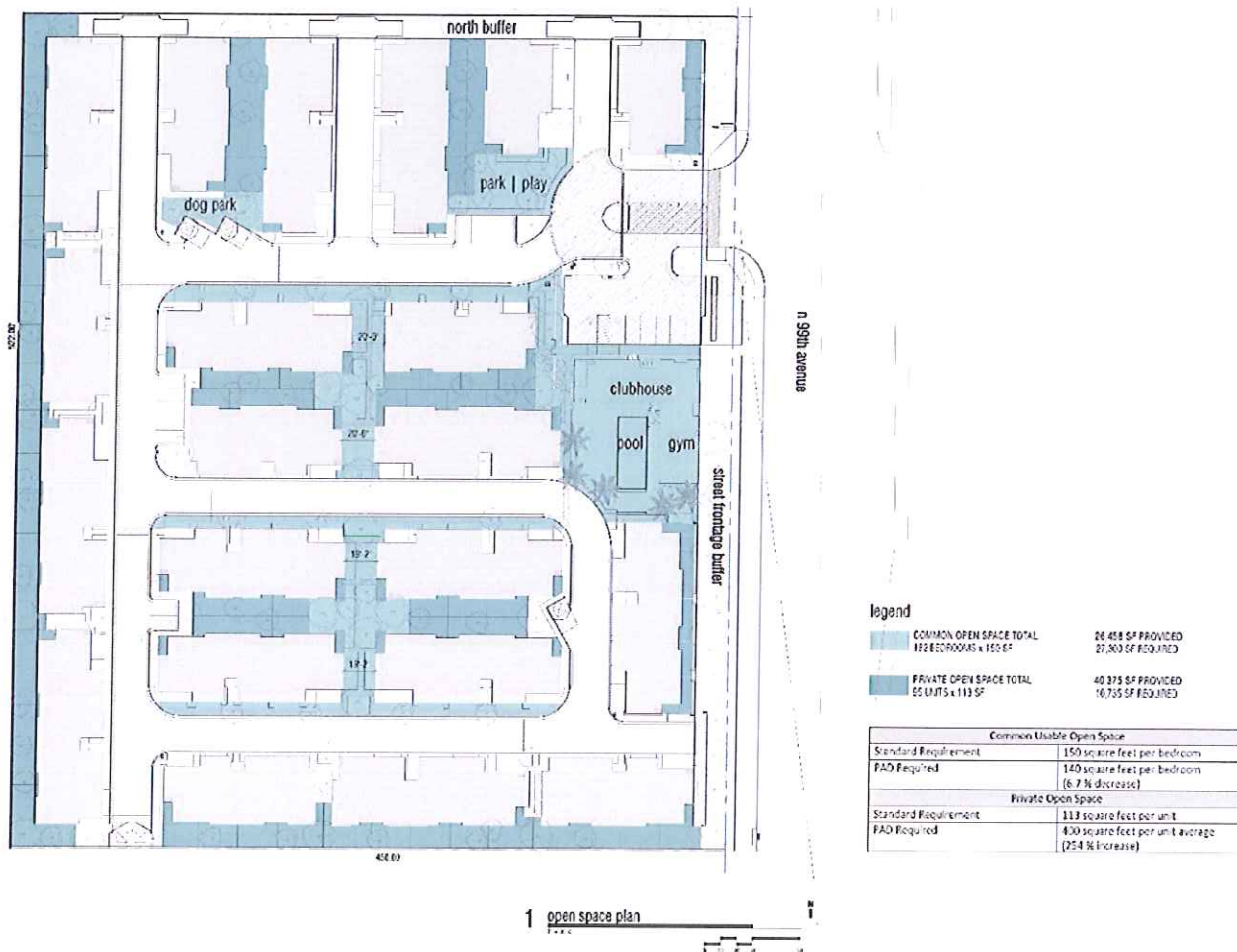
At The Prescott at Park West the design concept breaks down any large building volumes into smaller masses for 5-unit, 4-unit and 3-unit building types to allow generous landscaping and a pedestrian scale that contributes to a luxurious residential experience. Strong building forms are complemented with lighter accent elements including shade canopies, vertical trellis, decorative railing and fencing and wood shade overhangs. Landscape and walkway corridors separate buildings to allow light to enter all parts of the building. Variation in the building elevations detach the townhome entries from the streetscape, drawing the eye to windows and balcony openings that are accentuated with metal and wood accent materials.



Open Space and Amenities

Open space in the community will be provided by means of common usable open space and private open space. The table below breaks down the amount of each that is required under this PAD:

Common Usable Open Space	
Standard Requirement	150 square feet per bedroom
PAD Required	140 square feet per bedroom (6.7% decrease)
Private Open Space	
Standard Requirement	113 square feet per unit
PAD Required	400 square feet per unit average (254 % increase)



Community Usable Open Space and Amenities

Community Usable Open Space in the community shall be provided at a rate of a minimum of 140 square feet of open space per bedroom and shall include the following amenities and immediately surrounding areas:

- Pool
- Outdoor Kitchen
- Splash Pad
- Gym
- Co-Working Space
- Dog Park/Relief Area
- Park with Playground Equipment



Community Usable Open Space may include internal community walkways so long as the walkways are landscaped with plants and trees, create a network that can convey pedestrians throughout the inside of the community, and include seating.



This network of walkways shall include a minimum 19'-wide pedestrian paseo that shall run north-south through the approximate middle of the two main blocks of the community. This paseo will serve as part of the overall pedestrian network through the community and will provide a means of convenient access through the middle of the site. This paseo shall be landscaped with plants and trees to provide a beautiful experience for the community. The surface material of the paseo may be an alternate surface to concrete, such as a ¼" decomposed granite.

Private Open Space and Amenities

Private open space shall be provided at a rate of an average of 400 square feet per unit, which is 254% above the standard City of Peoria requirement. This private open space shall be provided through balconies, backyards, and front patios. Every unit shall have a balcony with a width of at least 8'. Additionally, every unit shall have either a backyard or front patio. For those units containing a backyard, the following elements shall be provided in the backyard at a minimum: artificial turf, doggy door, tree, and bbq area. Private backyards throughout the community must have an average size of 250 square feet.

In addition to the balcony for each unit, all units that do not have a backyard shall have a front porch of at least 75 square feet. Other units may have a backyard and a front porch. In

those instances, the front porch shall also be at least 75 square feet. This shall satisfy the intent of Section 20-78-4.A.6.d of the Zoning Ordinance.

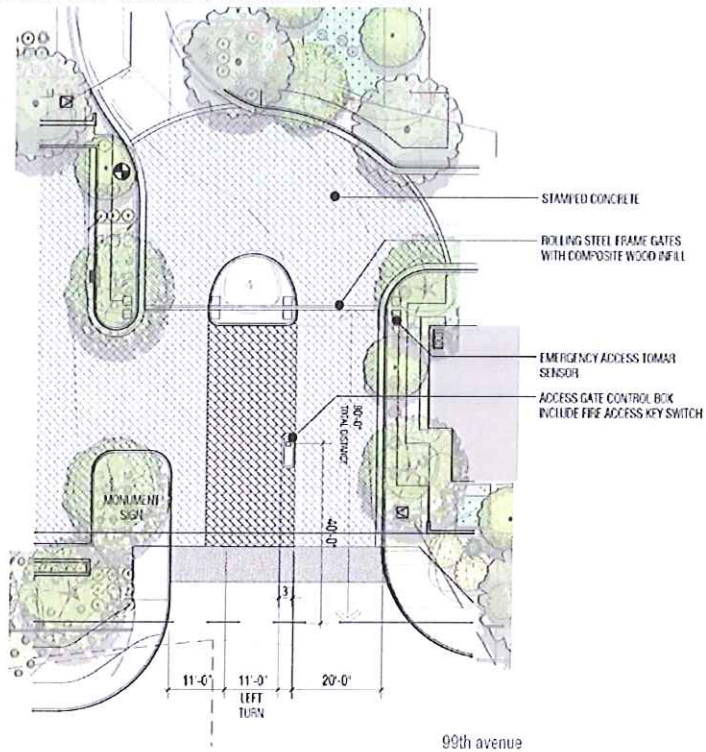
Each unit shall have its own 2-car garage.



2 private yard elevation
Conceptual Elevations

Entry Experience

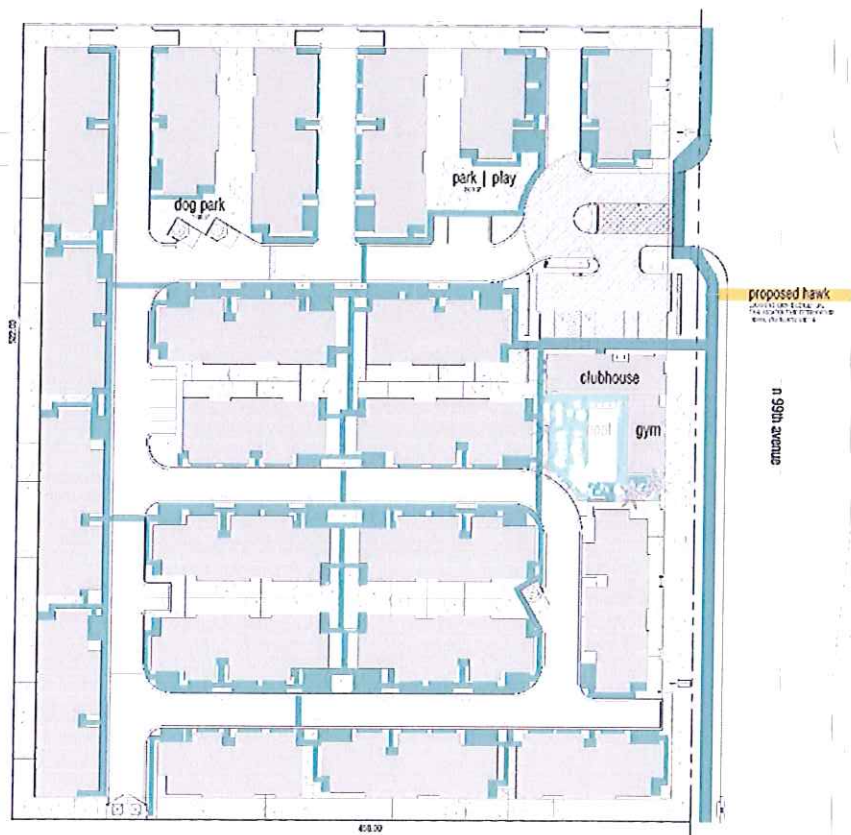
The Prescott at Park West is a luxury-level residential community with upgraded architecture that reflects a modern and sophisticated design. As such, we have created an entry experience that sets the tone for that level of quality upon arrival. The design of the entry experience will create a sense of arrival.



A lushly landscaped, illuminated, and decorated raised monument structure and planter on 99th Avenue will signify arrival at The Prescott at Park West. The driveway itself is a decorative stamped concrete designed to differentiate it from the asphalt driveways throughout. Lighting at the monument planter will illuminate the signage and address plates. Vertical monoliths rise out of the monument planter, visually framing the monument signage as well as supporting a steel shade canopy that provides verticality to the entry statement. The separated entry and exit rolling gates will incorporate the composite wood material used throughout the site as an accent material.

Walkability

Walkability for residents at The Prescott at Park West is a primary focus of the site layout. The walkability is designed to encourage use of high-end amenities on-site and to provide convenient access to the world class shopping, dining and entertainment at Park West. We have taken cues from Park West regarding its connectivity. Park West features sidewalks adjacent to the buildings and landscaping, which creates an urban pedestrian experience. Park West also features a network of sidewalks that give pedestrians access throughout the site. We have done the same with the design of The Prescott at Park West.



The main drive aisle entering the community has been enhanced to provide a 10'-wide pedestrian zone with detached planters, additional trees and relief from the building façade. This walkway will serve as a main circulation path for all of the community's residents. Secondary drive aisles are provided with an 8'-wide landscape and walkway zone with enhanced walkways focused on one side of the streetscape.

As stated above under community open space, a minimum 19'-wide paseo will be provided to divide up the two middle blocks and provide a convenient and beautiful north-south pedestrian connection between the buildings.

Another important feature of Park West's pedestrian connectivity is the feel of the experience. Pedestrians in this community will be surrounded by modern and sophisticated architecture that uses front to back movement to vary the pedestrians' interaction with the building. They will also enjoy plants, trees, and opportunities for seating along the path to enrich the experience.



Additionally, we are working with the City and Transportation to include a HAWK near the entry of the community as a means of crossing 99th Avenue to Park West. This would connect residents of our community to Park West. It would also serve as a connection point between Park West and future development on the west side of 99th Avenue as well as existing residential development. The proposed alignment is shown on the Conceptual Sidewalk

Connectivity Plan above. Final alignment of the HAWK will be determined by separate permit and coordination with Traffic Engineering and the project TIA.

Permitted Uses

Within the proposed PAD zoning, permitted uses will be limited to the following:

Permitted Principal Uses:

- Attached Single-family dwellings
- Multi-family dwellings

Permitted Accessory Uses:

- Any accessory use customarily incidental to a permitted use
- Day care for four (4) or less children

Permitted Conditional Uses:

The following uses may be permitted subject to Conditional Use Permit approval by the Planning and Zoning Commission:

- All permitted conditional uses listed in Section 21-426 of the Peoria Zoning Ordinance

Standards and Guidelines Report (proposed Development Standards)

The Prescott at Park West proposes development standards that are in keeping with the character of the area. The proposed development standards are noted below. Development standards that vary from those otherwise required by the Peoria Zoning Ordinance are noted in **bold**.

Standard	Multi-Family Residential Standard; 5+ dwellings (from the Peoria Zoning Ordinance)	Proposed Standard
Maximum Lot Coverage of All Structures (%)	50%	50%
Minimum Lot Width (FT)	N/R	N/R

Maximum Density (d.u./acre)	18 ¹	18 ¹
Maximum Principal Building Height (FT)	48 ²	48 ²
Front Setback (FT)	20	20
Rear Setback (FT)	15	15
Side Setback (FT)	20 ³	15 ³
Corner Side Setback (FT)	15	15

¹ Maximum density may be increased up to seven (7) additional units per acre based on a finding that the project incorporates additional amounts of open space, recreational amenities, enhanced landscaping, enhanced project amenities, and/or pedestrian corridors

² Maximum thirty (30) feet high within thirty (30) feet of any Single-Family Residential District. The height may be increased by one (1) foot per each three (3) feet of additional setback to a maximum of 48-feet

³ For condominium and attached housing types, only building separation applies. No minimum building separation is required along common wall.

No land use buffer shall be required on the west and south sides of the site due to the adjacent uses of New River and the City's utility parcel. A 15' shall be required on the north, and drive aisles and parking are permitted within this buffer.

Site Plan / Conceptual Development Plan

Concurrently to this PAD rezoning submittal, a request for Site Plan / Conceptual Development Plan will be submitted for the development of the site itself.

Details regarding this proposed development, and the characteristics associated with the Site Plan / Conceptual Development Plan process, are noted below.

Parking

Parking requirements shall be in accordance with Sections 21-823 through 21-826 except as otherwise stated in this document.

As noted above, each unit will have its own 2-car garage. Additional parking is provided throughout the site to accommodate additional guests—beyond those that would be allowed to park in the individual garages. Parking is permitted within the side yard setback.

Design Guidelines

Development within the PAD shall comply with the City of Peoria Design Review Manual for Residential Uses, as utilized and implemented for this development at this location—subject to the modifications to the standards contained herein.

Signage

All signage shall be in accordance with Sections 21-827 through 21-855 of the Zoning Ordinance.

Lighting

All lighting shall be in accordance with to Section 21-802 of the Zoning Ordinance.

Landscaping

Landscaping will be provided in accordance with Sections 21-815 through 21-822 of the Zoning Ordinance except as otherwise stated in this document. A Preliminary Landscape Plan is included with the Site Plan submittal.

All landscaping required in the northern landscape buffer will be provided throughout the site.



Private yard landscape and maintenance is the responsibility of the management, and it will not rely on renters to maintain private yard landscaping. Individual access gates into the private yards will be incorporated into the design of the final site design. Common area landscaping is likewise the responsibility of management.

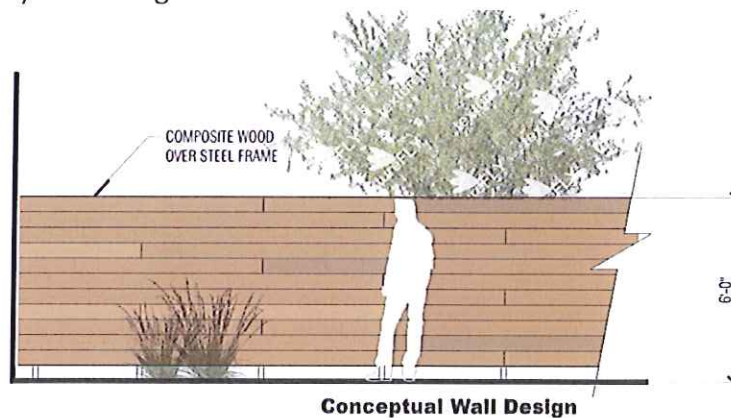
As parking is provided in pockets throughout the project, and is not contained in a parking lot or in long rows of parking, landscape islands shall not be required at the end of parking areas that are two spaces or fewer. Landscape islands that occur at the end of parking rows of three spaces or more must be 7' in width and 18' in length, but they may taper to accommodate rounded street corners. Only one end-cap landscape island is required for parking rows of 8 spaces or fewer.

Walls

Various wall types will be incorporated into the development to provide variety and to serve distinct functions, as outlined below. A wall plan is attached to this development plan showing the location of each type of wall.

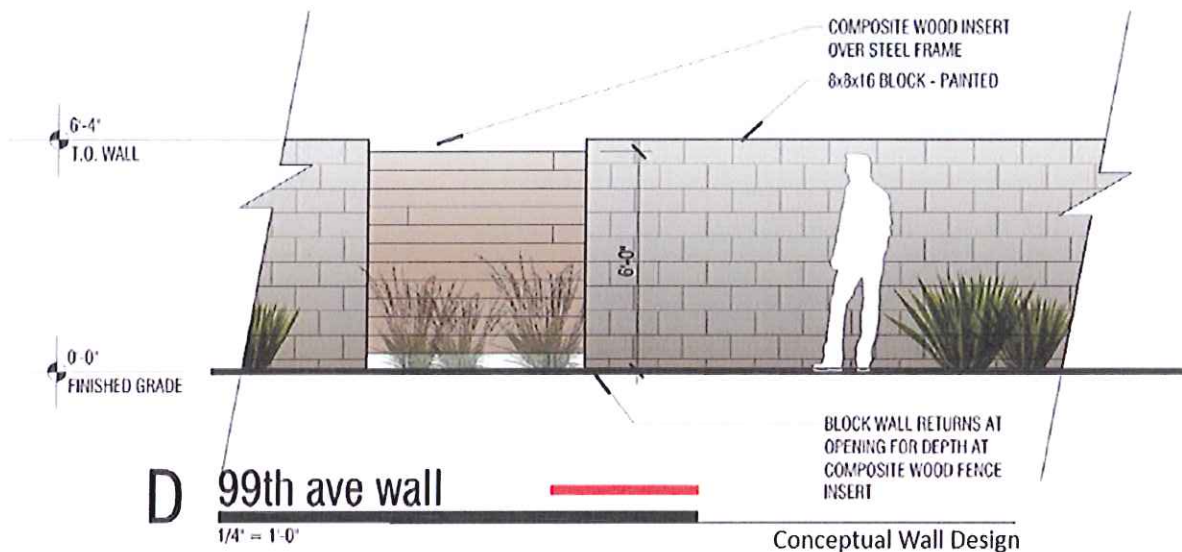
The perimeter wall shall consist of an 8' tall painted CMU wall. The basic wall exists on the site today and shall be painted and incorporated into the future design on the north, west, and south property lines.

The prevailing wall type within the project shall be the privacy yard fence separating the private backyard spaces within the project. This fence shall have an enhanced aesthetic of composite wood over steel frame at a height of 6'. This enhanced wall aesthetic will provide an attractive back yard setting for residents.



A 6' tall, steel view fence with 24" masonry columns shall be utilized near the entrance to provide an open view into the community. It will also be used around the pool area to provide a view into the amenity while still providing safety around the pool. Finally, it will be used briefly in the southeast corner as a return.

A 6' 4" CMU wall with 6'-high inset panels of composite wood over steel frame will be utilized on the eastern side of the project. The CMU portion of the wall will be painted and will provide security and noise dampening from 99th Avenue while the composite wood insets will break up the plane of the wall and provide an enhanced aesthetic design along 99th Avenue. This wall is permitted to be located within the project's front setback on 99th Avenue in order to allow sufficient space behind the wall for access to the east side of the adjacent building.



A 3' tall painted CMU wall planter will be utilized on the east side of the parking lot to screen the cars from 99th Avenue.

Access & Circulation

Principal access to the site will be a gated entry/exit onto 99th Avenue. Based on preliminary discussions with the City's Engineering Department, this will be a full-access driveway (left in / left-out), but this is subject to modification following the review process. This driveway has been aligned with an existing driveway from Park West. It is not expected that this new intersection/driveway will be signalized.

A Traffic Impact Analysis (TIA) is included with this PAD submittal.

Standards Not Addressed and Administrative Relief

Modifications to the Standards and Guidelines Report must follow the amendment process as stated in the Zoning Ordinance.

Site Characteristics

This infill site is currently vacant and is zoned C-2 (Intermediate Commercial).

The site is approximately 5.39 net acres in size. The site is relatively flat, with no significant drainage, topographic or vegetative features. 99th Avenue runs along the eastern-side of the site. New River runs along the western-side of the site.

The site consists of three adjoining properties (Lots 16, 17 and 18 of the Johnsons River Addition subdivision; MCR 126-30).

Grading and Drainage

The site is flat with no significant onsite drainage features. On-site retention and drainage will comply with City of Peoria requirements. Additional drainage concerns not addressed during this rezoning process will be addressed during site plan review.

Public Utilities and Services

There are existing water and sewer lines available to the site. The developer will provide street and utility improvements when the site is developed as required by the City.

Sewer	City of Peoria
Water.....	City of Peoria
Electricity	Arizona Public Service
Telecommunications.....	Cox Communications or CenturyLink
Gas.....	Southwest Gas Company
Refuse.....	City of Peoria
Fire and Emergency	City of Peoria
Police	City of Peoria
Schools	Peoria Unified School District

Legal Description

The site is legally described as Lots 16, 17 and 18 of the Johnsons River Addition subdivision (Book 126, Page 30, Maricopa County Recorder).

The site is located in a Portion of Section 32, T3N-R1E, G&SRM, Maricopa County, AZ.

Site & Project Details

APN's:	142-61-031, 032 & 033
Addresses:	8128 N. 99 th Avenue (APN 031) 8116 N. 99 th Avenue (APN 032) 8102 N. 99 th Avenue (APN 033)
Legal Description:	Lots 16 (APN 031), 17 (APN 032) & 18 (APN 033) of Johnsons River Addition (MCR 126-30) A Portion of Section 32, T3N-R1E
Size:	Net: 5.4 acres / 235,225 square feet
Zoning (existing):	C-2
Zoning (proposed):	PAD
General Plan Land Use Designation (existing):	Mixed Use Mainstreet
Proposed Development:	95-lot residential development
Proposed Overall Density:	+/- 17.6 d.u./acre

Sandra Lake



June 16, 2020

To whom it may concern,

I own the property located at [REDACTED] which is located directly to the north of the proposed development called The Prescott at Park West. I support this project and its setbacks along our shared property line as shown in the attached exhibit because it is my intention that my land eventually be developed in accordance with the general plan as a commercial mixed-use/high density residential property.

Thank you,



Sandra Lake

Exhibit 9



5 side elevation



2 private yard elevation



4 side elevation



1 5-unit building elevation

the prescott
at park west

SEPTEMBER 1 2020
PRELIMINARY ELEVATIONS

THE PROPERTY IS PARK WEST 3102 N. 97TH AVENUE, TOWN OF ARIZONA 85045
PORTER REAL ESTATE LLC 3102 N. 97TH AVENUE, SUITE 8, SCOTTSDALE, ARIZONA 85045

BALCONY OVERHANGS:
DARK ANODIZED METAL UNRAISED OVER
SECONDARY
GULLAM WOOD BEAMS - SECONDARY
FRAMING EXPOSED WOOD MEMBERS

PAINTED STUCCO
DIP 7000
Color: White
Finish: Matte

PAINTED STUCCO
DIP 7000
Color: White
Finish: Matte

MECHANICAL EQUIPMENT SCREENS:
FIBERON COMPOSITE DECKING FASTENED
TO STEEL STRUCTURE
COLOR: IPE



BALCONY GUARD RAILS
FIBERON COMPOSITE DECKING OVER STEEL
ANGLE FRAME



EXTERIOR DOORS | GARAGE DOORS
DIP 7000
Color: White
Finish: Matte

BUILDING ACCENTS
FIBERON COMPOSITE
DECKING
COLOR: IPE



**DUAL PANE ALUMINUM
FRAME WINDOWS**

DARK ANODIZED EXTERIOR LIGHT





Exhibit 10

**Citizen Participation Summary Report
Neighborhood Meeting Summary
Porter Kyle – Park West
September 9, 2020 at 6:00 p.m.
9744 W Northern Ave (at Park West splash pad), Peoria, AZ 85345**

The Citizen Participation Summary Report was prepared in accordance with the City of Peoria Citizen Participation Process (CPP). As prepared, the Final Report meets the City's CPP requirements and the recommended notification area as identified by the Planning Department.

OVERVIEW OF ELEMENTS OF CITIZEN NOTIFICATION

- A Neighborhood Meeting was deemed to be the most appropriate notification technique to inform the adjacent property owners/residents and/or interested parties of the requests.
- On August 28, 2020, Earl and Curley, P.C. mailed the required Neighborhood Meeting Notification/Invitation letters. There were a total of 34 letters mailed to: all property owners within 600-feet of the subject site (utilizing the Maricopa County Assessor data base) and all HOA's within 1-mile of the subject site, to advise them of the proposed applications and to notify them of the neighborhood meeting to discuss the applications. A copy of the list of property owners within 600-feet of the subject site and HOAs along with assessor's maps which shows which property owners were notified is provided in the Appendix.
- The notification letter invited residents and interested parties to attend a neighborhood meeting at Park West, 9744 W Northern Ave (at Park West splash pad), Peoria, AZ 85345, on Wednesday, September 9, 2020 at 6:00 PM. The letter provided a brief explanation of the proposed applications and explained the purpose of the meeting and included an aerial exhibit, site plan and elevations. A copy of the Neighborhood Meeting Notification/Invitation letter and exhibits are provided in the Appendix.
- The neighborhood meeting letter also included the applicant's contact information, such as address, phone number, and e-mail address, so if anyone wanted to express concerns, issues, or problems, they could also do so by calling, writing, or emailing the applicant. The letter also provided the name, phone number, and email of the City's Planner handling this case.
- A neighborhood meeting was held on Wednesday, September 9, 2020 at 6:00 PM to inform those in attendance of the proposed development north of the northwest corner of 99th Avenue and Northern Avenue, to be known as The Prescott at Park West. For convenience of the residents, we held the neighborhood meeting at Park West in one of the empty tenant suites. We had the residents meet at the splash pad and then we directed them to the empty tenant suite. This made it easy for the residents to find the location of the meeting room.
- Several image boards were set up around the room to make it easy for us to share information with the neighbors.

- Three neighbors came to the meeting, all of whom live in the community north of Park West. All three of the residents appeared to be supportive, and at least one of them specifically said so and indicated a willingness to execute a letter of support.
- Upon their arrival, the developer Michael Stephan, gave an overview of the proposed community to the neighbors. He walked them through the location of the property, the site plan, and the elevations. He explained the outdoor space, the amenities of the community and the walking trail. He also explained how the architecture of the proposed community was modeled after the architecture of Park West, to be consistent with, but not duplicate of Park West.

Question: How much will these sell for?

Answer: It is too early to tell. We cannot predict what the market will look like when these eventually open.

Question: How tall are they?

Answer: All of our units are two story.

Question: How wide are the buildings and how many units in each?

Answer: There are between 3 and 5 units in every building.

Question: When do you foresee opening these units?

Answer: That somewhat depends on getting through our plan approval, but I would like to be breaking ground by next year. Unlike some developments that are approved and then they sit, we are actively ready to pursue and develop this community. The entity processing the entitlements is the same entity that is going to develop this community and so we have a great interest in moving forward as quickly as possible.

The question was asked about the ownership of the surrounding properties. The development team explained how it planned to expand its utilities onto the parcel south of the subject property.

The development team also explained that the woman who owned the property north of the subject property was supportive of the development, as she hoped to develop her property consistent with the City's General Plan in the future.

There have been no other no concerns, issues or problems expressed by any of the participating individuals. Since there were no concerns, issues, or problems raised by the adjacent property owners and other interested individuals, there was no need to hold a 2nd meeting to address public concerns.

Should any adjacent property owners and/or other interested individuals raise any concern between now and the hearings, the Project Team will make every effort to address those concern in the appropriate manner, such as but not limited to personal visits, phone calls, or other acceptable means. Members of the Project Team are committed to working with the City of Peoria, surrounding neighbors, and any interested parties to ensure the compatibility and success of this application.

This concludes the Citizen Participation Final Report for the proposed Prescott at Park West property located north of the northwest corner of 99th Avenue and Northern Avenue.

O:\INDEX\Porter Kyle Builders\99th Ave and Northern Ave\Notification\Neighborhood Meeting Summary 9.9.2020.docx

APPENDIX

August 28, 2020

RE: 95-Unit Luxury Townhome Community – The Prescott at Park West – Neighborhood Meeting

Dear Neighbor or HOA President,

We are writing you on behalf of our client Porter Kyle, who is proposing to rezone a vacant 5.39-acre property just west of Park West across 99th Avenue (8102, 8116 & 8128 North 99th Avenue; APN's 142-61-031, 032 & 033). The request is to rezone the subject property from C-2 (Intermediate Commercial) to PAD (Planned Area Development) (Case no. Z19-09). There is also a companion site plan application for the same site (Case no. SP19-26).

The proposal is to develop a 95-unit luxury townhome community. Porter Kyle is a Scottsdale-based developer with a well-earned reputation for creating high-end residential communities. The community will be known as "The Prescott at Park West" because of complimentary design and architecture to Park West and because it will both support and be supported by Park West's retail, entertainment, and dining. The community will feature high-end amenities such as a pool, splash pad, clubhouse, gym, dog park, and outdoor kitchen. We are attaching an aerial map identifying the property, a site plan showing the project layout, and elevations showing the modern architecture of the buildings.

We will be holding a neighborhood meeting on September 9th at 6pm at Park West (9744 W. Northern Ave, Peoria, AZ 85345). We will be meeting inside one of the empty tenant suites at Park West. To make it easy to find, we will meet at the splash pad at Park West and then guide you to the indoor tenant suite. We are attaching a map of Park West to this letter to make it easy to find the splash pad. If you are interested, you may attend this meeting to learn more about the project, ask questions, and provide input.

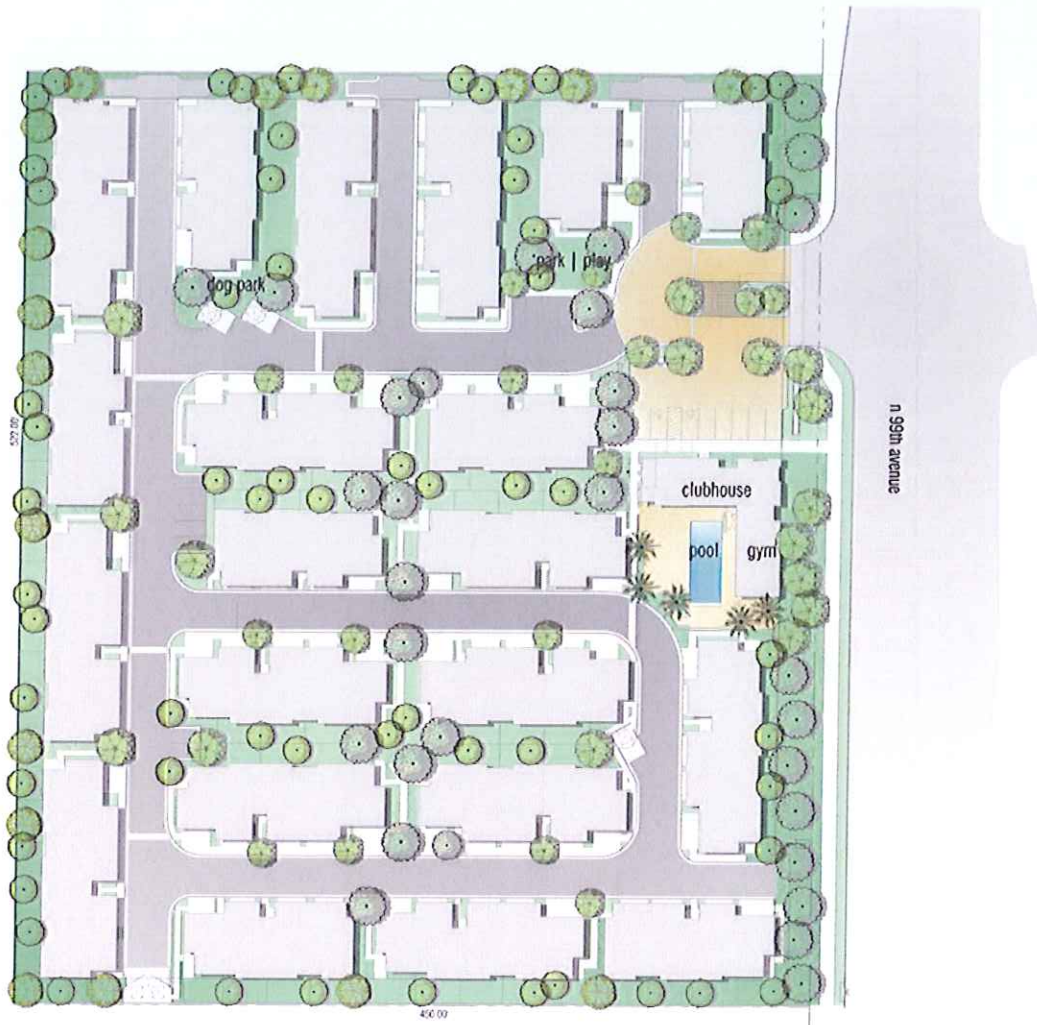
If you have questions or would like to provide input outside of the meeting, please reach out to me at 602-265-0094 or tearl@earlcurley.com. You may also contact the City Planner assigned to this case, Jennifer Fostino, at 623-773-7565 or jennifer.fostino@peoriaaz.gov.

Sincerely,



Taylor C. Earl
Partner
o (602) 265-0094
tearl@earlcurley.com





AUGUST 28 2020
SITE PLAN

THE PRESOTT AT PARK WEST: 8102 N. 87TH AVENUE, PHOENIX, ARIZONA 85045
PORTER KYLE BUILDINGS LLC: 4101 EVANS ROAD, SUITE 8, SCOTTSDALE, ARIZONA 85258

**the prescott
at park west**



2 private yard elevation

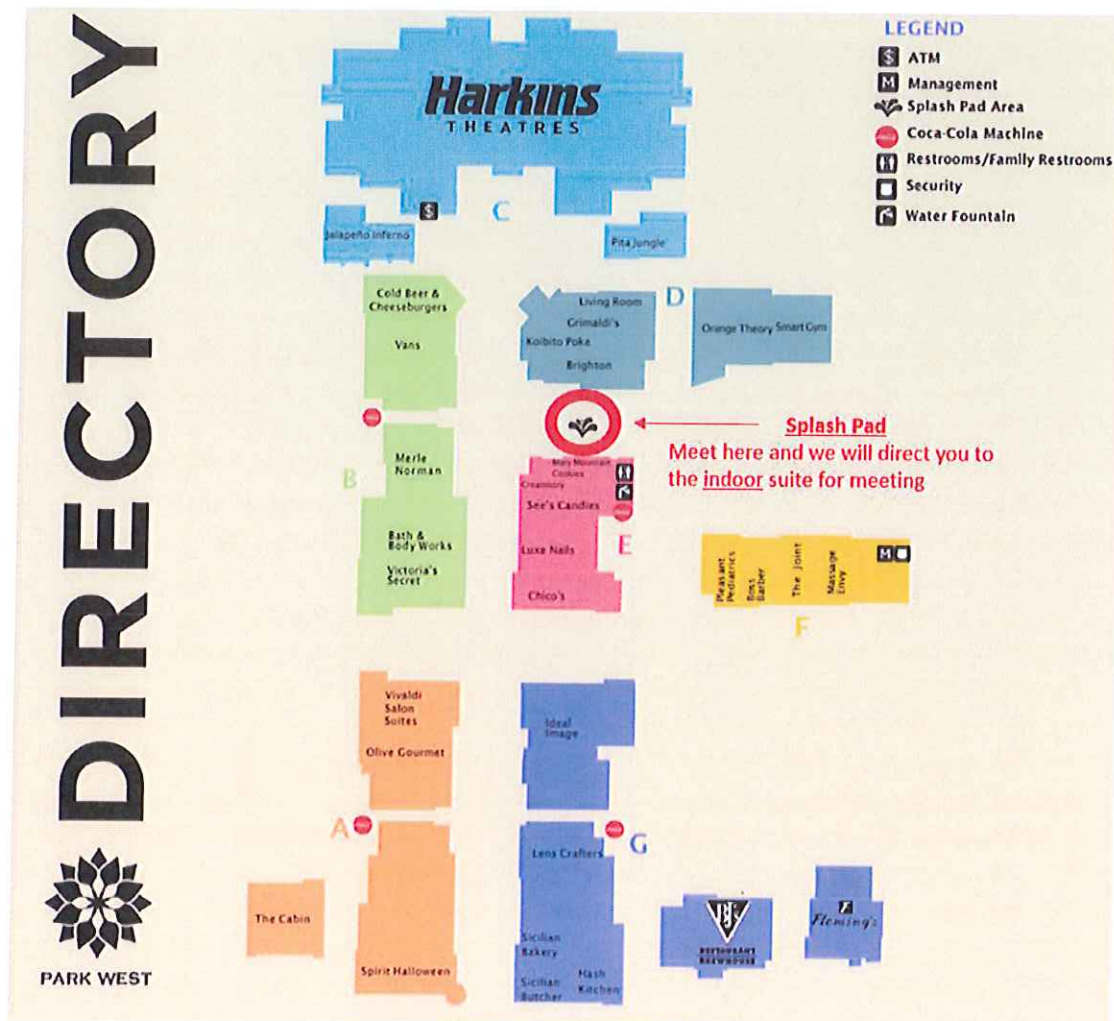


1 5-unit building elevation

the prescott at park west

AUGUST 28 2020
PRELIMINARY UNIT PLANS

THE PRESCOTT AT PARK WEST 8102 N. 95TH AVENUE REDDIA ARIZONA 85345
PORTER KYLE BUILDERS LLC 81191 E. EVANS ROAD SUITE B SCOTTSDALE ARIZONA 85260



The Prescott at Park West
PAD and Site Plan Applications (Case Nos. Z19-09 and SP19-26)
Just west of Park West across 99th Avenue
600 Feet Property Ownership

Date: August 28, 2020

PO's (600 feet) - 19
HOA's & IP's - 15
TOTAL - 34

© VINCE Kipfer by Builders/John Aue and Northern Ave/Uniontown/Johns
8/28/20 docx

PARCEL 142-61-009X
FLOOD CONTROL DISTRICT OF MARICOPA
COUNTY
2801 W DURANGO ST
PHOENIX, AZ 85009

PARCEL 142-61-011E
FLOOD CONTROL DISTRICT OF MARICOPA
COUNTY
2801 W DURANGO ST
PHOENIX, AZ 85009



PARCEL 142-61-034B
PEORIA CITY OF
8401 W MONROE
PEORIA, AZ 85345

PARCEL 142-61-959
PEORIA CITY OF
8401 W MONROE ST
PEORIA, AZ 85345

PARCEL 142-61-962B



PARCEL 142-55-691
PARK WEST RETAIL I LLC
530 B ST SUITE 2050
SAN DIEGO, CA 92101

PARCEL 142-61-009Y
PEORIA CITY OF
8401 W MONROE STE 340
PEORIA, AZ 85345



PARCEL 142-55-432
NORTH RANCH ESTATES HOMEOWNERS
ASSOCIATION
8765 W KELTON LN BLDG A-1 STE 102
PEORIA, AZ 85382



PARCEL 142-61-009P
FLOOD CONTROL DISTRICT OF MARICOPA
COUNTY
2801 W DURANGO ST
PHOENIX, AZ 85009

PARCEL 142-61-009Z
FLOOD CONTROL DISTRICT OF MARICOPA
COUNTY
2801 W DURANGO ST
PHOENIX, AZ 85009



PARCEL 142-61-930
SRPAI & PD
PO BOX 1980
PHOENIX, AZ 85001

PARCEL 142-61-961
PEORIA CITY OF
8401 W MONROE ST
PEORIA, AZ 85345



RIO ESTATES HOA
1600 W BROADWAY RD, SUITE 200
TEMPE, AZ 85285



ORDINANCE NO 2020-16

AN ORDINANCE OF THE CITY OF PEORIA,
MARICOPA COUNTY, ARIZONA, REZONING
SPECIFIED PROPERTY FROM INTERMEDIATE
COMMERCIAL (C-2) TO PLANNED AREA
DEVELOPMENT (PAD) ZONING DISTRICT;
AMENDING THE ZONING MAP AND PROVIDING FOR
AN EFFECTIVE DATE.

WHEREAS the City of Peoria Planning and Zoning Commission held a public hearing on October 15, 2020 in zoning case Z19-09 in the manner prescribed by law for the purpose of considering an amendment to the zoning district boundaries of property within the City of Peoria, Arizona, to provide for rezoning of a parcel of land as described below, from Colonial 83rd and Olive Planned Area Development (PAD) to the Christopher Todd Communities on 83rd Planned Area Development (PAD) zoning district, as provided in Section 21-317 of Chapter 21 of the Peoria City Code;

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on September 17, 2020; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

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

SECTION 1. Parcels of land in Peoria, Maricopa County, Arizona, which are more accurately described in Exhibits A and B, to this Ordinance are hereby rezoned from Intermediate Commercial (C-2) to Planned Area Development (PAD) zoning district.

SECTION 2. The amendment to the zoning herein provided is conditioned and subject to the following stipulations:

1. The development shall substantially conform to the *Prescott at Park West* Planned Area Development (PAD) Standards and Guidelines Report, and Project Narrative contained within the 10/15/20 Planning and Zoning Commission staff report, except as modified herein.
2. The development shall be designed and constructed in conformance with the City of Peoria Engineering Standards Manual (PESM) and other specified policies and requirements.

3. The Developer shall provide a Traffic Impact Study/Analysis with the Civil Improvement Plans.
4. The Developer shall be required to design and construct a HAWK on 99th Avenue. The location of the HAWK shall be as determined by the TIA and the City Traffic Engineer. The HAWK will be required prior to the issuance of a Certificate of Occupancy. Plans for the HAWK must be submitted with the first submittal of the civil improvement plans. Upon completion of the HAWK, the City will reimburse the Developer for 50% of the construction costs.
5. The Developer shall construct a right turn deceleration lane into the primary site driveway access point from 99th Avenue. The turn lane storage shall extend past the existing residential driveway to the north, with the taper beginning immediately after the existing driveway.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Descriptions as represented in Exhibit A, and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 10th day of November, 2020.

Cathy Carlat, Mayor

Date signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

Published in: Peoria Times

Publication Date: November 19, 2020

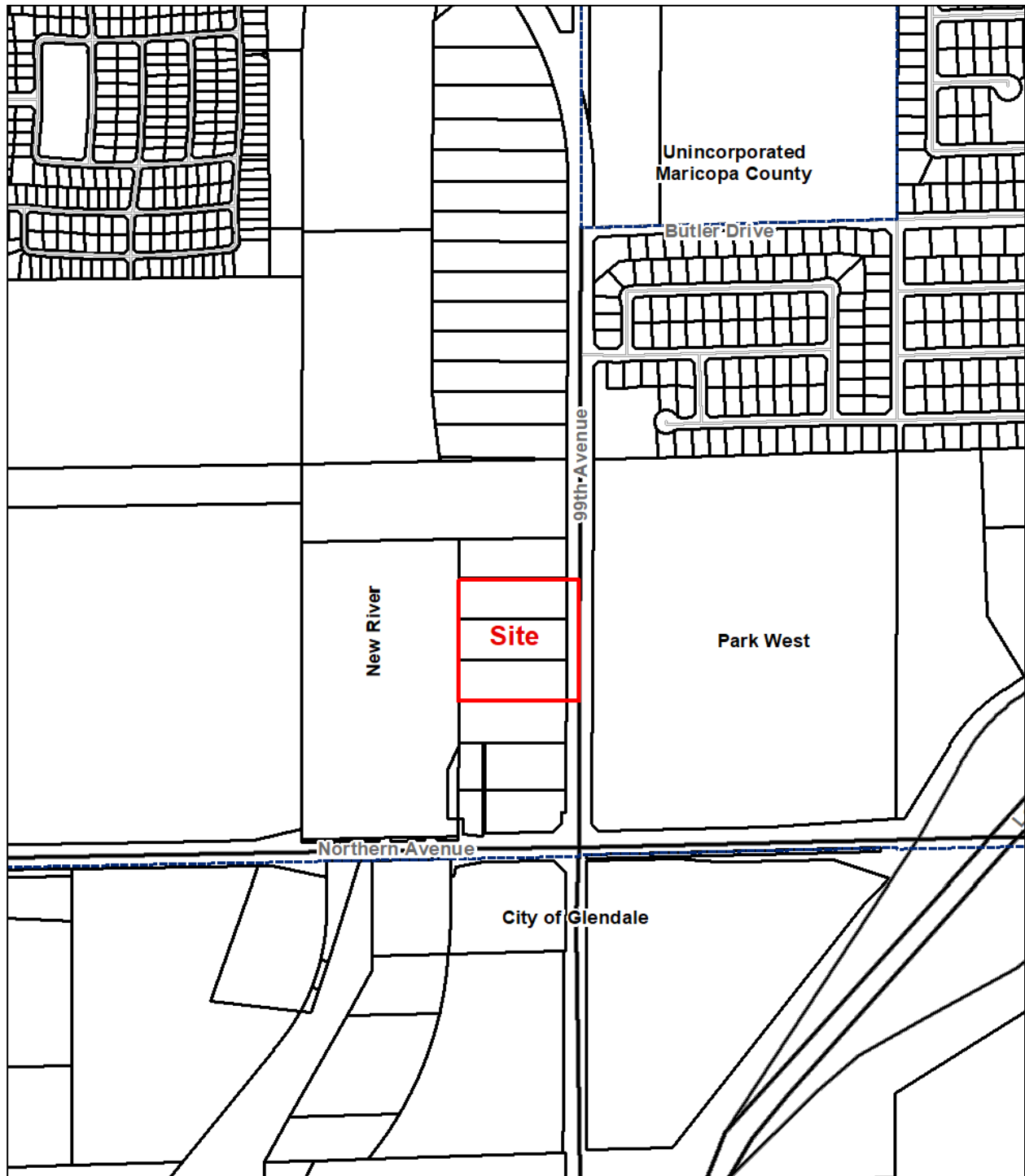
Effective Date: _____

Exhibit A
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED PEORIA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOTS 16, 17 AND 18, JOHNSONS RIVER ADDITION, ACCORDING TO BOOK 126 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA

**Exhibit B
Parcel Map**



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 28C.

Date Prepared: 11/2/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
FROM: Katie Gregory, Deputy City Manager
SUBJECT: Budget Amendment and Contract Approval, Economic Development Consulting Services

Purpose:

Discussion and possible action to: (a) approve a budget amendment in the amount of \$331,000 from the Half Cent Sales Tax Fund Contingency to the Economic Development Services - Other Professional Services account to fund studies, appraisals and consulting services to support the city's Economic Development Goals for Stadium Point, Old Town and Vistancia Commercial Core; and (b) to authorize a single source procurement to enter into a contract with Paslay Management Group.

Summary:

They city has entered into two separate Memorandums of Understanding for the public/private development of 17 acres located in P83 and for the public/private redevelopment of Old Town Peoria. Additionally the city has an interest to further evaluate and define development opportunities for the Vistancia Commercial Core. Inherent to these interests and agreements is an understanding that all parties will engage in certain pre-development work to determine project feasibility, evaluate potential development options/strategies and identify development agreement terms and negotiations. As such, this request is to request funding to complete various studies, land appraisals, and provide additional contractual support to assist city staff in the research, evaluation and negotiation of development terms and agreements.

Stadium Point - The City, in partnership with American Life, Inc. and Steinhauer Properties, Inc. is collaboratively working on a transformative, vertical, mixed-use development known as Stadium Point. American Life, Inc. has initiated or completed a number of technical reports in support of this project, including a land appraisal, parking/traffic analysis, market analysis and a project pro forma, as well as design work related to the site plan and project renderings. To support the city's efforts, staff is requesting funds in the amount of \$191,100, to cover the costs of a city appraisal, economic analysis, stadium design services and project management and advisory services.

Old Town – The City, in partnership with Vintage Partners, LLC is collaboratively working on the economic development and revitalization of the Old Town Project Area. Plans include restaurants, commercial, residential, and office space to revitalize Old Town, and establish a

mixed use of economic activities while maintaining the historic character of the area. In anticipation of the necessary development of the site, staff is requesting funds in the amount of \$119,900, to cover the costs of property appraisals, economic analysis, infrastructure analysis and master plan and project management and advisory services.

Vistancia Commercial Core – The city has been in discussions with Vistancia regarding development plans and options for the commercial core. Currently the city is working with the owners group to amend the development agreement and update the land use tables for the property. To support the city's efforts staff is requesting funds in the amount of \$20,000, to cover the cost of project management and advisory services.

Lastly, staff is requesting that the council approve a single source contract with Paslay Management Group to provide project management and advisory services for all three development projects. Services include the evaluation of potential development options/strategies, review of third party proposals, deal structuring and negotiations, marketplace and real estate data analytics and marketing assistance. Total contract cost is \$145,000 and is included in the amounts listed above.

Options:

A: The Council can accept the recommendation from City staff to authorize entering into a single-source contract and approve a budget amendment in the amount of \$331,000, to support the city's efforts to develop/redevelop Stadium Point, Old Town and Vistancia Commercial Core.

B: The Council can reject the recommendation to authorize entering into a single-source contract and approval of a \$331,000 budget amendment.

C: The Council can request more information regarding the projects or funding request.

Staff Recommendation:

Staff recommends the City Council (a) approve a budget amendment in the amount of \$331,000 from the Half Cent Sales Tax Contingency account (1210-0350-570000) to the Economic Development Services - Other Professional Services account (1000-0352-520099) and b) enter into a single source contract with Paslay Management Group to provide management and Advisory services for Stadium Point, Old Town and Vistancia Commercial Core Development.

Fiscal Analysis:

The MOU's set the stage for development agreements for Stadium Point and Old Town. It is anticipated that the City would participate in certain pre-development work for these projects and that the Half Cent Sales Tax Fund would be the likely source of funds. Now that the projects are in process, pre-development costs to support these efforts has been identified. The Half Cent Sales Tax Fund is a likely source for financial participation in the negotiated development agreements for Stadium Point, Old Town and Vistancia Commercial Core.

Contact Name and Number:

Katie Gregory, (623) 773-7364

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 29R.

Date Prepared: 11/3/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Katie Gregory, Deputy City Manager
FROM: Chris M. Jacques, AICP, Planning Director
SUBJECT: Resolution, Extension of Premises for Outdoor Patios

Purpose:

Discussion and possible action to adopt **RES. 2020-79** authorizing the City Manager to establish and implement through the Planning & Community Development Department, an expedited, no-fee Temporary Use Permit – Extension of Premise (TUP-EP) process to enable restaurants and bars to temporarily extend their premises for services in alignment with the Mayor's Proclamation declaring a State of Local Emergency.

Summary:

The City Council is being asked to:

1. Authorize the City Manager to establish a Temporary Use Permit – Extension of Premise (TUP-EP) process to expediently enable restaurants and bars to extend services to a safe outdoor location.

The Temporary Use Permit – Extension of Premise (TUP-EP) process will be effective immediately upon action, and will be administered by the Planning Department in consultation with other city departments. The process is designed to quickly enable restaurants and bars, impacted by the COVID-19 global pandemic, to safely relocate some of their lost indoor dining capacity to an outdoor location. The TUP-EP will align with term of the Mayor's Proclamation declaring a State of Local Emergency. At the expiration of the emergency, those establishments utilizing the special TUP-EP will have up to sixty (60) days to restore the premises to its prior approved configuration or seek permanent approval of the expanded outdoor patio area.

Background:

The COVID-19 global pandemic has had a profound impact on restaurants and bars. In addition, some establishments have approached the City with a desire to establish or expand their outdoor patio areas to restore lost indoor dining capacity as a result of physical distancing requirements. Staff has benchmarked the efforts of other cities and concluded that the implementation of a Temporary Use Permit-Extension of Premise (TUP-EP) application process

would provide some relief to local restaurants and bars. This specified process is a no-fee, streamlined version of the City's existing Temporary Use Permit (TUP) process for special events, and would follow a similar application and approval process.

Currently, outdoor patio areas are permitted in all commercial zoning districts. However, those patios located within 200 feet of a single-family residential district require the issuance of a Conditional Use Permit (CUP). The CUP is a public process with action by the Planning and Zoning Commission. Additionally, all patios require building/fire approval and an extension of the liquor license would require the approval of the Arizona Department of Liquor License and Control.

Under the existing requirements, a business could apply for a TUP for a special event, sale or activity. However, each TUP is limited to a maximum of thirty (30) consecutive days in duration for a total of ninety (90) days in a calendar year. With the uncertainty of the COVID-19 pandemic, the existing TUP duration is problematic. The proposed resolution would establish an expedited special TUP-EP process for restaurants and bars to establish or expand outdoor capacity during the term of the State of Local Emergency. Highlights of the proposed special TUP-EP include:

- If approved, the TUP-EP application and process would be immediately available at no-cost for restaurants and bars.
- The duration of the TUP-EP would align with the Mayor's Declaration of Local Emergency. Upon the expiration of the emergency, businesses would have a sixty (60) day "grace period" to restore the premises to its prior approved condition or seek permanent approval of the expanded patio area.
- The new patio or expansion is limited to 50% of the current occupant load of the establishment. Essentially, this allows 50% of the current occupant load that isn't being utilized (due to physical distancing requirements) to be accommodated outdoors without additional code requirements.
- Any new patio or extension would require the consent of the owner and not create any safety or access issues, such as blocking ingress/egress, fire lanes, sidewalks, ADA access and parking.
- Any extension of premises would be subject to the Arizona Department of Liquor Licenses and Control also approving an expansion of the liquor license (if applicable).

Previous Actions/Background:

- On June 2, 2020, the City Council adopted *Resolution 2020-43* temporarily suspending the enforcement of portions of Section 21-836 of the City Code pertaining to Temporary Signs as a means to further aid the business community during the COVID-19 global pandemic.

Options:

- A:** Approve as recommended by Staff; or
- B:** Approve with modifications; or
- C:** Deny; or
- D:** Continue action to a date certain or indefinitely.

Staff Recommendation:

APPROVE as recommended by Staff.

Fiscal Analysis:

This request is not expected to have budgetary impacts to the City.

ATTACHMENTS:

Resolution

Contact Name and Number:

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

RESOLUTION NO. 2020-79

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AUTHORIZING THE CITY MANAGER TO ESTABLISH AND IMPLEMENT AN EXPEDITED, NO-FEE TEMPORARY USE PERMIT – EXTENSION OF PREMISE (TUP-EP) PROCESS TO ENABLE RESTAURANTS AND BARS TO TEMPORARILY EXTEND PREMISES FOR SERVICES IN ALIGNMENT WITH THE PROCLAMATION BY THE MAYOR OF THE CITY OF PEORIA DECLARING A STATE OF LOCAL EMERGENCY; PROVIDING FOR SEPARABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article II, Section 7 of the Peoria City Charter, Section 10 of the Peoria City Code and the 2015 Council approved City of Peoria Emergency Operations Plan, empower the Mayor to declare an emergency by proclamation during times of great public danger and local emergency; and

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) 26-311, the Mayor of the City of Peoria has the authority to determine that a local emergency exists within the City limits of the City of Peoria due to natural or man-made calamity or disaster or by reason of threats which endanger life or property within the City of Peoria; and

WHEREAS, on March 19, 2020, the Mayor of the City of Peoria issued a Proclamation declaring a State of Local Emergency due to the COVID-19 global pandemic; and

WHEREAS, pursuant to the Arizona Revised Statutes, the City of Peoria Municipal Code, and the Proclamation, the Mayor has the authority to impose all necessary regulations to preserve the peace and order of the City; and

WHEREAS, on April 29, 2020, the Honorable Douglas A. Ducey, issued executive Order 2020-33, “Return Stronger,” allowing for retailers to resume operations in a limited capacity, on May 4, 2020, issued Executive Order 2020-34, “Building on COVID-19 Success,” referencing the federal guidelines, Arizona specific health data in alignment with CDC guidance and initiating the phased resumption of certain additional business operations to account for continued mitigation of COVID-19 while slowly and strategically loosening restrictions to reenergize the economy; and

WHEREAS, Governor Ducey authorized restaurants and bars to resume operations in a limited capacity, in many cases reducing the number of patrons who may be served at any given time; and

WHEREAS, the Mayor finds that due to the COVID-19 public health emergency, it would be in the best interests of the City of Peoria, and the economic viability of local business, to establish and implement a process for local restaurants and bars to, where safe and subject to certain conditions and restrictions, temporarily extend premises for service.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Peoria, Arizona find and determine that the City establish an expedited, no- fee Temporary Use Permit – Extension of Premise (TUP-EP) process to enable local restaurants and bars to extend premises for services, to be in the best interest of the City and further aid the business community, as follows:

Section 1. The City Manager is authorized to establish and implement within the Planning & Community Development Department a specified Temporary Use Permit – Extension of Premise (TUP-EP) application and expedited review process that may allow local restaurants and bars, free of charge, to apply for extended seating for dining into defined outdoor areas of private property in certain instances. Approval shall be subject to, among other things, compliance with all applicable federal, state, county, and local laws, regulations, and rules such as, but not limited to the Americans with Disabilities Act and Arizona liquor laws. Temporary Use Permit – Extension of Premise approvals will be valid while the Mayor's Declaration of Local Emergency is in place, and upon expiration, affording a period of sixty (60) days to return the premises to its prior approved condition.

Section 2. This Resolution does not grant any right or entitlement, temporary or otherwise, to a permit or permanent expansion of business premises. The intent of this Resolution is solely to authorize the City Manager to implement an expedited, free of charge specified Temporary Use Permit – Extension of Premise (TUP-EP) process under which local restaurants and bars may apply for, and in the sole discretion of the city, be permitted to temporarily extend seating to defined private outdoor areas where feasible and safe subject to any conditions or restrictions the city places on said extension.

Section 3. This Resolution shall be effective immediately and remain in effect until amended or the Mayor's Declaration of Local Emergency is terminated.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 10th day of November, 2020.

Cathy Carlat, Mayor

Date signed

ATTEST:

Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

Vanessa P. Hickman, City Attorney

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 30R.

Date Prepared: 11/4/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Jen Stein, Office of Communications Director
SUBJECT: Pop up Peoria at Park West

Purpose:

Discussion and possible action to approve a one-time budget appropriation in the amount of \$30,000 from the General Fund contingency account to the Office of Communication – Other Professional Services account for a “Pop Up Peoria” public/private storefront collaboration at the Park West Mall, located at 9744 West Northern Avenue, Suite #1750, Building E.

Summary:

In December 2019, city staff began conversations with Commercial Investment Real Estate (CIRE) Equity regarding the possible use of existing, vacant, space for community programs and services, at the Park West Mall. After lengthy conversation and a delay caused by COVID, CIRE recently informed the City that it has identified a 1,470 square foot site along the main boulevard that will become vacant by the end of this calendar year.

If approved by the City Council, funding of this concept will allow for the City, ASU E+I, and The Grande Shoppe (a collection of Peoria Artisans and entrepreneurs) to program the space with community-based activities. The Grande Shoppe will manage and operate the pop-up retail space for the duration of the agreement; while the City and ASU will schedule programming at the site (i.e. - sustainability classes, library story times, neighborhood watch & neighborhood training, Code 101, etc.). Part of the agreement would include community art-related classes and a creation of makerspace at no cost. Additional monthly events might be book signings, author “meet & greets”; donations from vendors and the Grand Shoppe to assist needy families in local schools and St. Mary’s Foodbank; donated gift cards and products for charity events; mentoring of youth artist interns to give retail and business training and experience, as well as giving them a place to create. Additionally, the Park West Mall is also the site of a pending “POGO Phase II” route stop beginning April 2021 and will actually stop directly across from the site of the Pop Up Peoria storefront. This will be instrumental in routing residents to the Park West if they want to attend a function at the Pop Up site or to shop or dine at the mall.

The proposed Pop Up Peoria hours of operation will be Monday – Thursday, 10:00 am – 7:00 pm; Friday – Saturday, 10:00 am – 9:00 pm; and Sunday 10:00 am - 6:00 pm. There are no

part-time staff expenses related to these hours of operation, as the Grande Shoppe has agreed to staff the site during public hours of operation.

The space is valued by Park West \$60,000/year and they will provide it to the City, rent-free, as long as the site is used for a community/public purpose. They are also providing the City with a \$1,000 stipend to paint the space, once the current occupant relocates to a different location at Park West. Under the terms of the agreement, the City will have a few ongoing expenses – i.e. - utilities, Wi-Fi, custodial; in addition to a few one-time minor capital expenses such as special signage and furnishings. It is important to note that because it is leasable space, there is always the possibility that it may be rented out; however, should that occur, Park West has committed to finding an alternate site for Pop Up Peoria. As a result, the site will be staged and equipped with easy to move furniture, displays and any signage, should this occur prior to end of the twelve-month lease.

These one-time expenses are estimated to be approximately \$30,000 and staff is requesting a transfer in the same amount from the General Fund contingency account to the Office of Communications Other Professional Services account.

Options:

A: City Council could act to approve the Pop-Up Peoria concept at Park West with proposed appropriation of \$30,000 from General Fund contingency to the Office of Communications.

B: City Council could decline to approve the Pop-Up Peoria concept at Park West with proposed appropriation of \$30,000 from General Fund contingency to the Office of Communications.

Staff Recommendation:

Staff recommends approval of the Pop-Up Peoria concept at Park West and a budget transfer of \$30,000 from the General Fund contingency account (1000-0300-570000) to the Office of Communication – Other Professional Services account (1000-0040-520099).

Fiscal Analysis:

The cost for the City of Peoria to participate is one dollar (\$1.00) for FY 2021. However, one-time improvements up to \$30,000 to the space and purchase of equipment/furniture will be required. The city is also responsible for the monthly utilities and janitorial services.

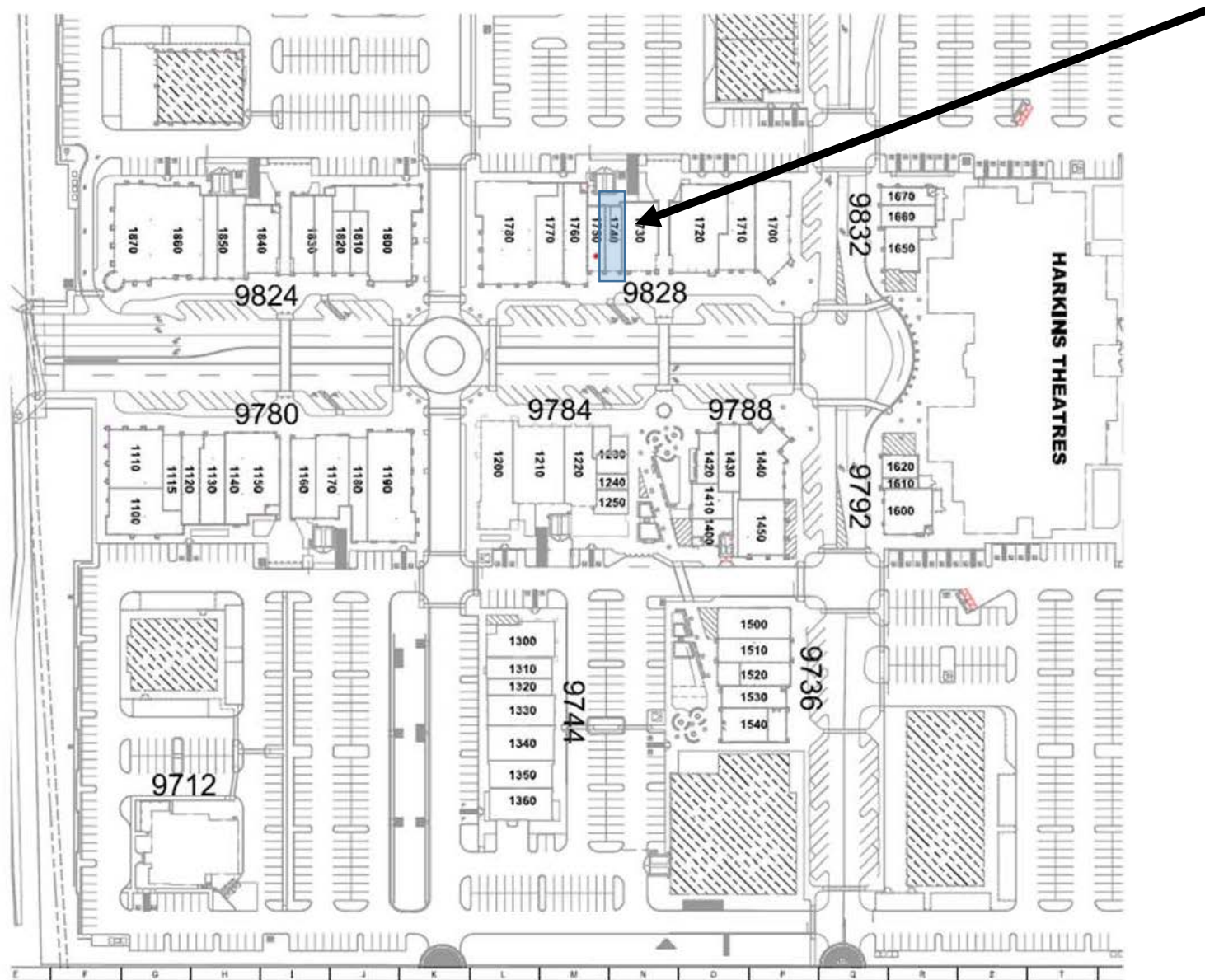
ATTACHMENTS:

Pop Up Peoria

Contact Name and Number:

Jennifer Stein, (623) 773-7338

Attachment #1 – Location of Proposed “Pop Up Peoria”



Attachment #2 – Photo of Site



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 31.A.

Date Prepared: 10/27/2020

Council Meeting Date: 11/10/2020

TO: Jeff Tyne, City Manager
THROUGH: Erik Strunk, Deputy City Manager
FROM: Chris Hallett, Neighborhood and Human Services Director
SUBJECT: Code Compliance, American Association of Code Enforcement Award

Summary:

The Neighborhood and Human Services Code Enforcement Division has won the AACE 2020 Creative Marketing Award. The American Association of Code Enforcement (AACE), is the only association representing housing, property maintenance and zoning officials in the United States. AACE was founded in 1988 by representatives from five states, and now represents all 50 states, the District of Columbia and Canada.

Beginning in late 2019, the City of Peoria Code Compliance Division rolled-out a new educational and outreach program called 'Code Compliance 101', consisting of informational presentations geared toward community involvement and education. During each sixty-minute presentation, Code Compliance staff covered topics including 'What is Code Compliance' and 'What do we do', along with general topics related to blight, parking, and other miscellaneous violations. On average, approximately twenty members of the community were in attendance, with each session increasing in size and often lasting well over two hours due to questions from attendees.

Unfortunately, due to the COVID-19 pandemic, all in-person presentations were cancelled or postponed. However, not wanting to lose momentum with the growing popularity of this program, the Code Compliance Division decided to bring this program to social media, implementing its first ever Facebook Live Q&A event. On May 14, 2020, two members of Code Compliance staff took questions from the community and were able to educate city residents on a much larger scale. In fact, this session was one of the City of Peoria's most successful live events, generating over 2,000 views, and producing dozens of public questions and comments. Based on the overwhelming success of this event, the Code Compliance Division will be holding at least two Facebook live events per year, and is in the process of drafting a new program geared toward the business community - "Commercial Code Compliance 101".

Due to this new and innovative program, the division has seen an improved relationship with the community. As a result, hundreds of positive comments have been received from residents who have learned the benefits and positive outcomes Code Compliance can provide to enhance the

livability of their neighborhoods.

Contact Name and Number:

Chris Hallett, (623) 773-7955