Mayor	Ironwood District	Acacia District	Mesquite District	Palo Verde District	Pine District	Willow District
Cathy Carlat	Bill Patena, Vice Mayor	Vicki Hunt, Mayor Pro Tem	Brad Shafer	Michael Finn	Denette Dunn	Jon Edwards

City Council Meeting Notice & Agenda

Tuesday, October 11, 2022
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting

5:00 P.M. Convene

Roll Call

Consent Agenda

CONSENT AGENDA: All items listed on the Consent Agenda are considered to be routine or have been previously reviewed and/or discussed by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If the Presiding Officer receives a timely notice of a request for removal, an item may be removed from the Consent Agenda for consideration on the Regular Agenda.

Consent

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

Discussion and possible action to authorize the holding of an Executive Session pursuant to A.R.S. 38-431.03(A)(3), 38-431.03(A)(4), 38-431.03(A)(5) and 38-431.03(A)(7) 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 in order to consider its position and instruct its attorneys regarding contracts that are the subject of negotiations involving property in Vistancia Commercial Core pursuant to A.R.S. § 38-431.03(A)(3) and A.R.S. § 38-431.03)(A)(4), and; discussion with Legal Counsel for legal advice pertaining to negotiations for the purchase, sale, or lease of real property in Vistancia Commercial Core pursuant to A.R.S. § 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 pursuant to A.R.S. §§ 38-431.03(A)(3), 38-431.03(A)(4), 38-431.03(A)(5) and 38-431.03(A)(7) 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 in order to consider its position and instruct its attorneys regarding contracts that are the subject of negotiations involving property in Vistancia Commercial Core pursuant to A.R.S. § 38-431.03(A)(3) and A.R.S. § 38-431.03)(A)(4), and; discussion with Legal Counsel for legal advice pertaining to negotiations for the purchase, sale, or lease of real property in Vistancia Commercial Core pursuant to A.R.S. § 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.

Regular Meeting

6:00 P.M. Convene

Pledge of Allegiance
Roll Call
Final Call to Submit Speaker Request Forms

<u>NOTE:</u> The City Council may go into Executive Session at any time during this meeting for the purpose of discussion or consultation of representatives of the public body and/or legal counsel pursuant to A.R.S 38-431.03(A)(3) and consideration pertaining to records exempt by law from public inspection pursuant to A.R.S. 38-431.03(A)(2) pertaining to those items listed on the agenda.

Presentation

3. **<u>Certificate of Appointment to Newly Appointed Board and Commission Members</u>**

4. **<u>Proclamation Recognizing October as Domestic Violence Awareness Month</u>**

Consent Agenda

CONSENT AGENDA: All items listed on the Consent Agenda are considered to be routine or have been previously reviewed and/or discussed by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If the Presiding Officer receives a timely notice of a request for removal, an item may be removed from the Consent Agenda for consideration on the Regular Agenda.

Consent

5 C. **<u>Minutes</u>**

Discussion and possible action to approve the September 27, 2022 City Council meeting minutes.

6 C. **<u>Proposed Amendment to Investment and Portfolio Policies</u>**

Discussion and possible action to review and accept proposed changes to the City's Investment and Portfolio Policies to allow the purchase of corporate bonds, debentures and notes with a maximum maturity of five years and a minimum rating of "A."

7 C. **Quarterly Budget Amendments**

Discussion and possible action to approve the FY2022 Fourth Quarter Budget Amendments, FY2022 Third and Fourth Quarter Chargebacks, and FY2023 First Quarter Budget Amendments.

8 C. **Single Source Contract and Budget Amendment, Extrication Concepts, Extrication Equipment**

Discussion and possible action to: (a) approve a single source procurement contract in the amount of $276,929 for the purchase of extrication equipment from Extrication Concepts; and (b) approve a budget amendment in the amount of $26,929 from the General Fund Contingency Account to the Fire-Medical Support Services Account.

9 C. **Grants, Arizona Department of Homeland Security, Statewide Disaster Response Program**

Discussion and possible action to (a) authorize the acceptance of two grants from the Arizona State Department of Homeland Security (AZDOHS) totaling $56,443, and (b) approve a budget amendment in the amount of $56,443 from the Proposed Grants Contingency Fund to the AZDOHS Grants Fund.

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

Discussion and possible action to: (a) authorize the Fire-Medical Department to accept two grant awards in the total amount of $57,950 from the Arizona Department of Homeland Security to be used to strengthen chemical, biological, radiological, nuclear or explosive detection, response and decontamination capabilities; and sustain and enhance the Terrorism Liaison Officer program; and (b) approve a budget amendment in the amount of $57,950 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

11 C. **Development Agreement, 77th Lane, Aloravita South**

Discussion and possible action to approve a Development Agreement with Ashton Woods Arizona, LLC and Lt Aloravita, LLC for the construction of the west half of 77th Lane north of Happy Valley Road and adjacent to parcels 9 and 11 located within the Aloravita South development.

12 C. **Maintenance Improvement District No. 1263, Aloravita North Phase 3 Parcel 12, Aloravita Boulevard and Eastwing Vista Trail**

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2022-103** Intention and ordering the formation of proposed Maintenance Improvement District No. 1263, Aloravita North Phase 3 Parcel 12, located at Aloravita Boulevard and Eastwing Vista Trail; and adopt **RES. 2022-104** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

13 C. **Street Light Improvement District No. 1165, Aloravita North Phase 3 Parcel 12, Aloravita Boulevard and Eastwing Vista Trail**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2022-105** intention and ordering the formation of proposed Street Light Improvement District No. 1165, Aloravita North Phase 3 Parcel 12, located at Aloravita Boulevard and Eastwing Vista Trail; and adopt **RES. 2022-106** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

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

Discussion and possible action to adopt **RES. 2022-107** accepting Deeds and Easements for various Real Property interests acquired by the City, subject to stipulations.

15 C. **Abandonment of City Interest, Federal Patent Easement, 25847 N 92nd Avenue**

Discussion and possible action to adopt **RES. 2022-108** to abandon City interest in a portion of a Federal Patent Easement as recorded in Maricopa County Recorder Docket 2967 Page 99, located at 25847 North 92nd Avenue.

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

Discussion and possible action to adopt **RES. 2022-109** 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, subject to stipulations.

17 C. **Final Plat, Catania & Dilligianis, 92nd Avenue and Prickly Pear Trail**

Discussion and possible action to approve a Final Plat of Catania & Dilligianis, located on the northwest corner of 92^{nd} Avenue and Prickly Pear Trail, subject to stipulations.

Regular Agenda

New Business

18 R. **Contract, FPS Civil, LLC, Reclaimed Water Project 1 – Segment 3**

Discussion and possible action to (a) approve a contract in the amount of $7,534,148 with FPS Civil, LLC to provide construction services for Segment 3 of Project 1 of the Reclaimed Water Master Plan Implementation and (b) approve a budget amendment in the amount of $2,100,000 from contingency to the Reclaimed Water Master Plan Implementation Project.

19 R. **Authorize the Sale and Issuance of General Obligation Bonds Series 2022**

Discussion and possible adoption of **RES. 2022-110** authorizing all matters necessary to sell and issue General Obligation Bonds in the amount not to exceed $30,000,000 aggregate Principal Amount.

20 R. **Adoption of Short Term Rental Ordinance**

Discussion and possible action to adopt **ORD 2022-20**, a new Short Term Rental Ordinance, as requested by City Council at the September 13, 2022 Study Session.

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

21. **Reports**

A. **Project Wet**

B. **Special Events Video**

C. **Pink Patch Project**

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 OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 3.

Date Prepared: 9/14/2022

Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Lori Dyckman, City Clerk MMC

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

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Summary:

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

Previous Actions/Background:

On August 16, 2022, the Council Boards and Commissions Subcommittee made appointment recommendations for various boards/commissions.

On September 13, 2022, City Council adopted **RES. 2022-82** making membership appointments to various boards/commissions.

Staff Recommendation:

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

<u>Economic Development Advisory Board</u>
Julie LaCroix

Fiscal Analysis:

No fiscal impact.

Contact Name and Number:

Lori Dyckman, (623) 773-7340

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 4.

Date Prepared: 9/29/2022 Council Meeting Date: 10/11/2022

TO: Honorable Mayor and City Council

FROM: Mayor Cathy Carlat

SUBJECT: Proclamation Recognizing October as Domestic Violence Awareness Month

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Summary:

Domestic Violence is an unspeakable offense against human dignity that shatters lives and families, and spawns lifelong feelings of hopelessness and despair. Across the nation an estimated 10 million or more cases of domestic violence occur each year and kills an average of more than three women each day.

Each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show their support for the victims of this horrible crime. Through programs such as the Peoria Police Department Victim Assistance Unit, the City's Prosecutor's Office Victim Assistance Unit, and other advocacy groups, we can work together to end this violence and protect all members of society.

In addition, Peoria City Hall will be lit purple the week of October 10 - 16 to bring awareness to the community.

Contact Name and Number:
Anthony Alejandro, 623-773-5133

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 5C.

Date Prepared: 7/14/2022

Council Meeting Date: 10/11/2022

TO:	Jeff Tyne, City Manager
THROUGH:	Erik Strunk, Deputy City Manager
FROM:	Lori Dyckman, City Clerk MMC
SUBJECT:	Minutes

Purpose:

Discussion and possible action to approve the September 27, 2022 City Council meeting minutes.

ATTACHMENTS:

2022-09-27 Minutes

Contact Name and Number:
Lori Dyckman, (623) 773-7340

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
September 27, 2022

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, Councilmember Finn led the Pledge of Allegiance.

Members Present: Mayor Cathy Carlat; Vice Mayor Bill Patena; Mayor Pro Tem Vicki Hunt; Councilmembers Denette Dunn, Jon Edwards, Michael Finn and Brad Shafer.

Council Youth Liaisons: Avi Agarwal and Mikah Dyer.

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; Emily Jurmu, Chief Assistant City Attorney; Lori Dyckman, City Clerk; Thomas Adkins, Intergovernmental Affairs Director; Gary Bernard, Fire Chief; Kevin Burke, Finance and Budget Director; Chris Calcaterra, Parks and Recreation Director; Briana Cortinas, Office of Communications Director; Jay Davies, Public Works Director; Chris Hallett, Neighborhood and Human Services Director; Adina Lund, Development and Engineering Director; Christine Nickel, Human Resources Director; Cape Powers, Water Services Director; Marylou Stephens, Arts, Culture and Library Services Director; Sharon Roberson, Assistant to the City Manager and Jill Boltz, Deputy City Clerk.

Audience: Approximately 6 members of the public were present.

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

Presentation:

1. **Certificates of Appointment to Newly Appointed Board and Commission Members**

   Councilmember Finn presented a plaque to newly appointed Board & Commission member Brandi Molstad who was appointed to the Board of Adjustment by Resolution at the September 13, 2022 City Council Meeting.

2. Proclamation, National Good Neighbor Day Recognition

Mayor Carlat shared a short video and invited Chris Hallett, Neighborhood and Human Services Director and staff to the floor for the reading of the Proclamation recognizing September 28, 2022 as Good Neighbor Day.

CONSENT AGENDA: All items listed on the Consent Agenda are considered to be routine or have been previously reviewed and/or discussed by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If the Presiding Officer receives a timely notice of a request for removal, an item may be removed from the Consent Agenda for consideration on the Regular Agenda.

Mayor Carlat announced that the Consent Agenda included a Public Hearing on a liquor license application for Birrieria Las Marias, located at 10651 W. Olive Avenue #106. There were no requests from those present to address this agenda item.

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

Upon vote, the motion carried unanimously 7 to 0.

3 C. Disposition of Absence

Approved the absence of Councilmember Finn from the Regular City Council meeting held on September 13, 2022.

4 C. Minutes

Approved the September 13, 2022 City Council meeting minutes.

5 C. Receive and File Quarterly Investment Report

Received and filed the Quarterly Investment Reports for April through June of 2022.

6 C. Abandonment of City Interest, Federal Patent Easement, 73rd Avenue and Villa Lindo

Adopted **RES. 2022-85** abandoning City interest of a Federal Patent Easement encumbering three parcels west of 73rd Avenue north of Villa Lindo.

7 C. Abandonment of City Interest, Emergency Vehicle Access Easement, West of 89th Avenue North of Cactus Road

Adopted **RES. 2022-86** abandoning City interest in an Emergency Vehicle Access Easement located within the northwest corner of 89th Avenue and Cactus Road commercial plat.

8 C. Maintenance Improvement District No. 1264, Aloravita North Phase 3 Parcel 14, 75th Avenue and Pinnacle Vista Drive

Approved the Petition for Formation, adopted **RES. 2022-87** Intention and ordering the formation of proposed Maintenance Improvement District No. 1264, Aloravita North Phase 3 Parcel 14, located at 75th Avenue and Pinnacle Vista Drive; and adopted **RES. 2022-88** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

9 C. Street Light Improvement District No. 1166, Aloravita North Phase 3 Parcel 14, 75th Avenue and Pinnacle Vista Drive

Approved the Petition for Formation, adopted **RES. 2022-89** Intention to Create and **RES. 2022-90** Declaring Intention to Order for proposed Street Light Improvement District No. 1166, Aloravita North Phase 3 Parcel 14, 75th Avenue and Pinnacle Vista Drive.

10 C. Maintenance Improvement District No. 1265, Aloravita South Parcel 8B, 77th Lane and Happy Valley Road

Approved the Petition for Formation, adopted **RES. 2022-91** Intention and ordering the formation of proposed Maintenance Improvement District No. 1265, Aloravita South Parcel 8B, located at 77th Lane and Happy Valley Road; and adopted **RES. 2022-92** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

11 C. Street Light Improvement District No. 1167, Aloravita South Parcel 8B, 77th Lane and Happy Valley Road

Approved the Petition for Formation, adopted **RES. 2022-93** Intention to Create and **RES. 2022-94** Declaring Intention to Order for proposed Street Light Improvement District No. 1167, Aloravita South Parcel 8B, 77th Lane and Happy Valley Road.

12 C. Maintenance Improvement District No. 1266, Aloravita South Parcel 8A, 77th Lane and Happy Valley Road

Approved the Petition for Formation, adopted **RES. 2022-95** Intention and ordering the formation of proposed Maintenance Improvement District No. 1266, Aloravita South Parcel 8A, located at 77th Lane and Happy Valley Road; and adopted **RES. 2022-96** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

13 C. Street Light Improvement District No. 1168, Aloravita South Parcel 8A, 77th Lane and Happy Valley Road

Approved the Petition for Formation, adopted **RES. 2022-97** Intention to Create and **RES. 2022-98** Declaring Intention to Order for proposed Street Light Improvement District No. 1168, Aloravita South Parcel 8A, 77th Lane and Happy Valley Road.

14 C. Maintenance Improvement District No. 1267, Aloravita North Phase 3 Parcel 4, 75th Avenue and Summer Blossom Trail

Approved the Petition for Formation, adopted **RES. 2022-99** Intention and ordering the formation of proposed Maintenance Improvement District No. 1267, Aloravita North Phase 3 Parcel 4, located at 75th Avenue and Summer Blossom Trail; and adopted **RES. 2022-100** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

15 C. Street Light Improvement District No. 1169, Aloravita North Phase 3 Parcel 4, 75th Avenue and Summer Blossom Trail

Approved the Petition for Formation, adopted **RES. 2022-101** Intention to Create and **RES. 2022-102** Declaring Intention to Order for proposed Street Light Improvement District No. 1169, Aloravita North Phase 3 Parcel 4, 75th Avenue and Summer Blossom Trail.

16 C. VOID

17 C. Final Plat for Aloravita North Phase 3 – Parcel 12, Aloravita Boulevard and Eastwing Vista Trail (Project No. R210101)

Approved a Final Plat for Aloravita North Phase 3 – Parcel 12, located at the northwest corner of Aloravita Boulevard and Eastwing Vista Trail intersection, subject to stipulations.

18 C. PUBLIC HEARING - Liquor License, Birrieria Las Marias, 10651 W. Olive Avenue. #106

Recommended approval to the State Liquor Board for: a New Restaurant (Series 12) Liquor License for Birrieria Las Marias, located at 10651 W. Olive Avenue #106.

REGULAR AGENDA

New Business:

19 R. <u>Joint Presentation Regarding the Interests of the United Phoenix Firefighters Association, Local 493 and the City Council</u>

Jeff Tyne, City Manager, introduced the agenda item for discussion only with presentations from the City of Peoria and United Phoenix Firefighters Association, Local 493 regarding bargaining interests in preparation for labor negotiations.

Christine Nickel, Human Resources Director, presented information on:

- An overview of the United Phoenix Firefighters Association, Local 493
- Meet and Confer Process
- Roles of the Public Employer
- Council Interests
- Negotiation Next Steps

Hunter Clare, representing United Phoenix Firefighters Association, Local 493 presented information on:

- Comparable Valley Cities
- Goals
- Background
- Membership including provided services, charity and association efforts.
- Pay Deficits
- Negotiation “Asks” including market competitiveness, enhanced programs and parity with City offered benefits.

Discussion ensued regarding:

- Working conditions
- Growth and buildout – need for infill station(s)
- Employee health and wellness – Employee Assistance Program
- Retirement to Medicare elibibility gap
- Safety
- City/County Partnership

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

20. Reports

A. Recognition of Outgoing Staff

Jeff Tyne, City Manager, recognized Kelli Kincaid, Community Affairs Director for her 25 years of service to the City of Peoria memorializing her numerous accomplishments and positions held during her tenure including various positions in the AM/PM program, Deputy Director of Neighborhood and Human Services Department and Chief Community Affairs Officer.

Mr. Tyne also recognized Cathy Colbath, Transit Manager for her 36 years of transit service including four years at the City of Peoria. Mr. Tyne noted her many contributions during that time including Fixed Route service, Circulator Route service, Express service, impervious pavement park and rides and autonomous vehicle pilot programs.

Mayor Carlat echoed the sentiments and acknowledged the legacy left by both Kelli Kincaid and Cathy Colbath.

Reports from Council Youth Liaisons:

Council Youth Liaison Agarwal reported on:

- Timeline and Event planning for 2023
- Surprise Teen Debate Night

Council Youth Liaison Dyer reported on:

- Participation in the Vistancia Community youth events
- Sneaker drive for HART Pantry

Reports from the Mayor:

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 7:01 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 September 27, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 11th day of October, 2022.

(Seal)

____
Lori Dyckman, City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6C.

Date Prepared: 9/25/2022 Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Kevin Burke, Chief Financial Officer

SUBJECT: Proposed Amendment to Investment and Portfolio Policies

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Purpose:

Discussion and possible action to review and accept proposed changes to the City's Investment and Portfolio Policies to allow the purchase of corporate bonds, debentures and notes with a maximum maturity of five years and a minimum rating of "A."

Summary:

Every few years, the third party investment advisor, PFM Asset Management, conducts a review of the investment portfolio strategy and associated investment policies. The most recent analysis made two recommendations. First, it recommended the City shift the Core portfolio's duration from 1-3 years to 1-5 years. To accomplish this would require changing the policy to allow 5 year maturities for corporate bonds (5 year governmental notes are already allowed). Given the separation between the Core portfolio and the Short Term portfolio, our liquidity requirement of 20% under 1 year is comfortably met. Second, the size of the Core portfolio, approximately $270 million, enables a portion of the portfolio to be invested for a longer period. Currently the 1-3 year framework results in an average maturity of approximately 1.85 years. With a 1-5 year portfolio, the average maturity is projected at 2.85 years. Shifting to a longer strategy with access to corporates in the 3-5 year maturity range would allow the portfolio to take advantage of higher rates along the yield curve. Over the past 10 years ending June 30, 2022, the 1-5 year US Treasury strategy has outperformed the 1-3 year US Treasury strategy by 11 basis points. This is still a relatively short term investment strategy that maintains our liquidity objectives.

The second recommendation is to allow the purchase of "A" rated Corporate notes. The current policy sets a minimum rating of "AA-." The change is requested for two reasons. The primary reason is that over the last decade in the AAA to A rated corporate space, the majority of corporate issuance has concentrated in the A rated area. There is not a large quantity of "AA" and "AAA" corporate rated bonds (see attached Corporate Ratings Landscape). This limits purchasing options and therefore limits the portfolio's flexibility and diversity. The second reason is the risk associated with an A rated bond versus a AA rated bond shows little differentiation. In 2021, no A or AA rated bonds defaulted. In the past 50 years the default rating for AA bonds is

0.0% and 0.1% for A rated bonds. The average rate of return over the last 20 years is approximately 13 basis points higher for A rated bonds (see attachment). Additionally, PFMAM employs a rigorous credit screening process and on-going monitoring for all issuers the City purchases.

Therefore, these changes are consistent with the policy objectives of safety, liquidity, diversification and yield.

Previous Actions/Background:

The last change to the investment portfolio was made June 16, 2020.

Staff Recommendation:

Staff recommends amending the Investment and Portfolio Policy to allow the purchase of corporate bonds, debentures and notes with a maximum maturity of five years and a minimum rating of "A."

Fiscal Analysis:

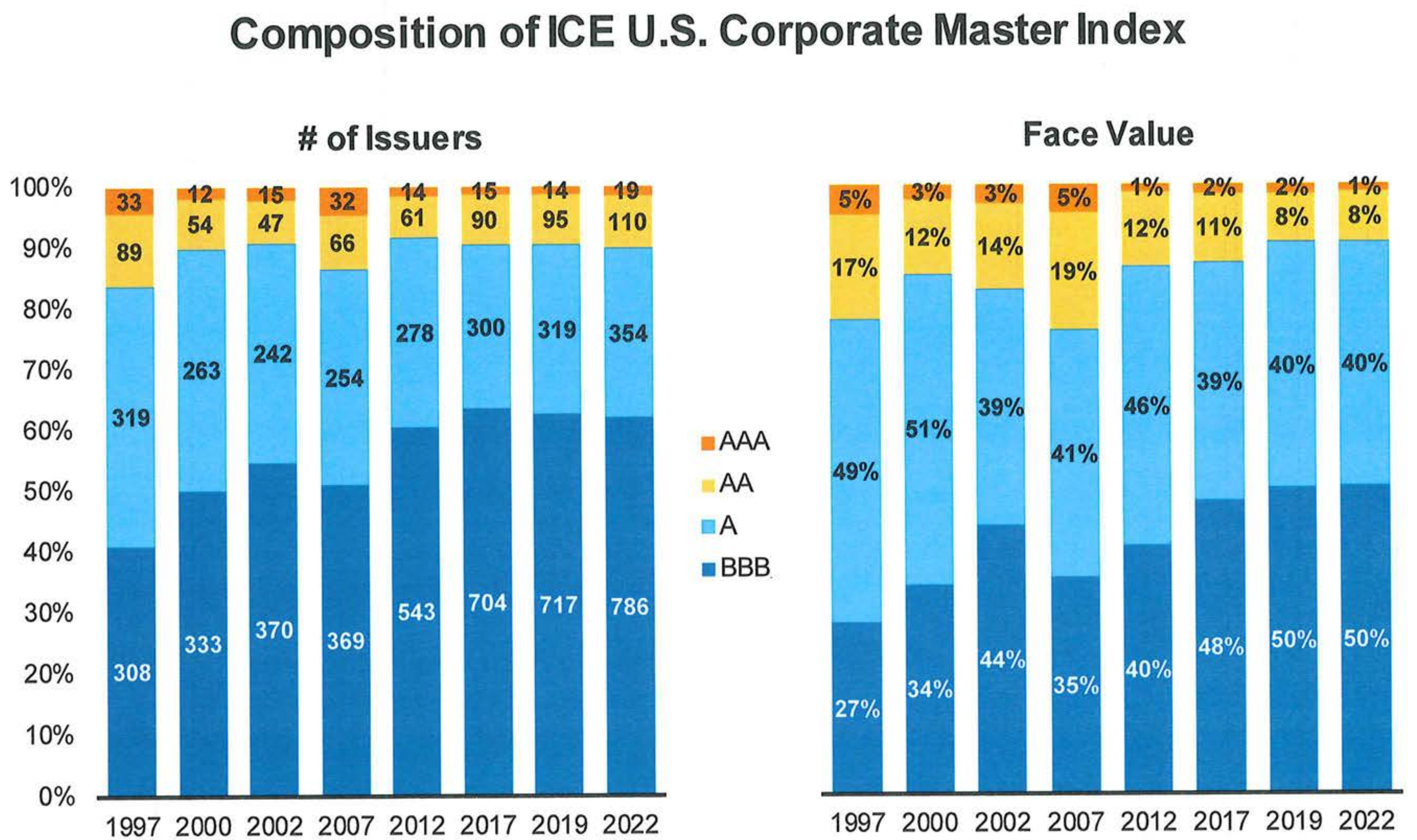
The fiscal impact of these changes has historically resulted in slightly higher investment returns; however slightly greater volatility is possible due to the longer terms.

ATTACHMENTS:

Proposed Amendment to Investment & Portfolio Slides
Proposed Amendment to Investment & Portfolio Policy

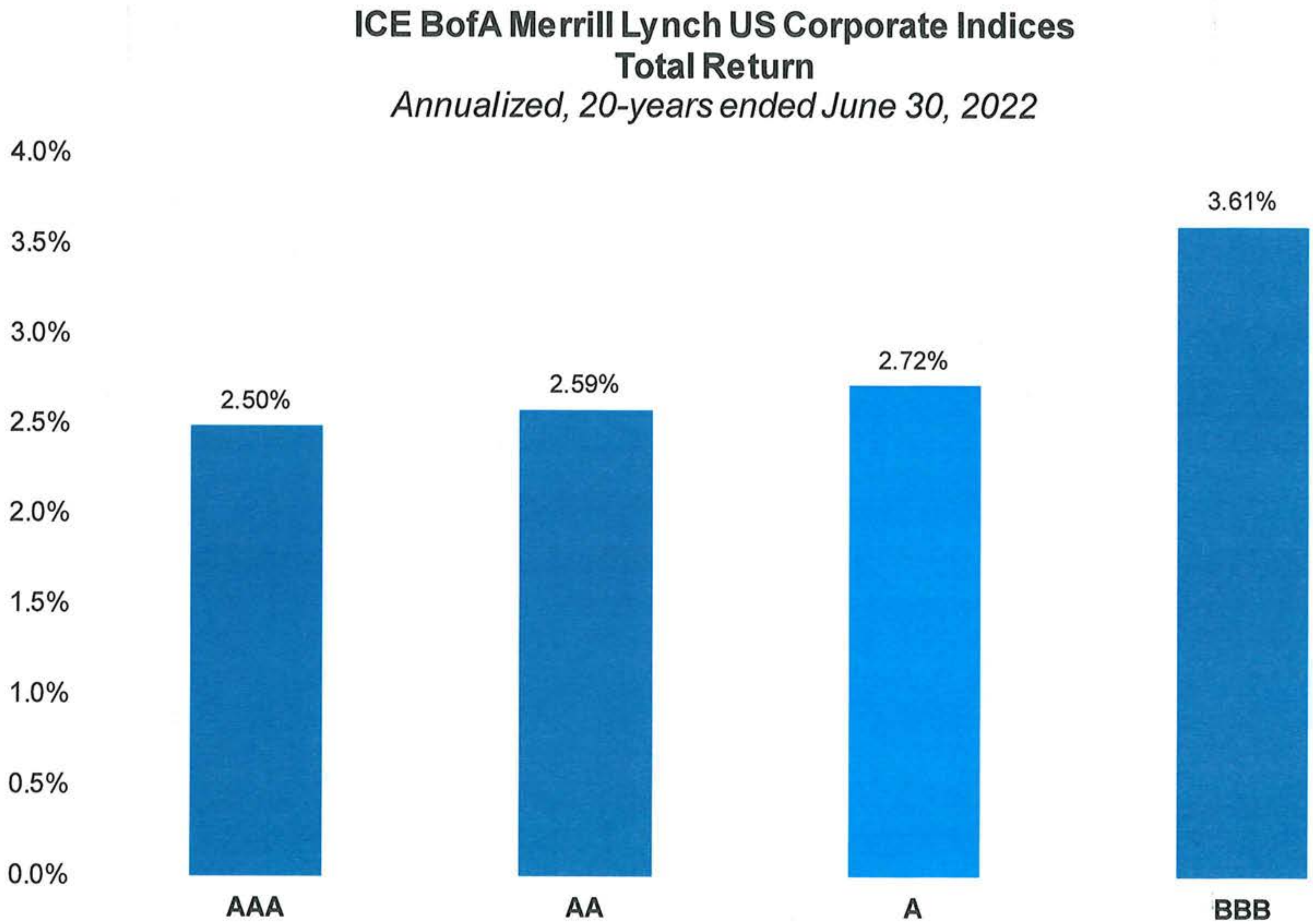
Contact Name and Number:
Kevin Burke, 623.773.7395

Corporate Ratings Landscape Continues to Evolve



Source: ICE BofAML Indices composite credit ratings.

A Corporates Outperform AA over Long-Term



Source: ICE BofAML US Corporate 1-3 Yr AAA, AA, A, & BBB Index via Bloomberg.

Letter Rating Migration Rates

2021 One-Year Letter Rating Migration Rates

From\To:	Aaa	Aa	A	Baa	Ba	B	Caa	Ca-C	Default	WR
Aaa	98.0%	-	-	-	-	-	-	-	-	2.0%
Aa	0.3%	91.1%	6.5%	-	-	-	-	-	-	2.2%
A	-	0.5%	93.7%	2.4%	-	-	-	-	-	3.4%
Baa	-	0.1%	1.9%	92.9%	0.7%	-	-	-	-	4.4%
Ba	-	-	-	4.3%	79.8%	1.8%	0.1%	-	-	14.0%
B	-	-	-	-	5.8%	79.1%	3.6%	0.5%	1.1%	9.8%
Caa	-	-	-	-	-	5.0%	76.2%	0.9%	1.8%	16.1%
Ca-C	-	-	-	-	-	-	21.3%	45.6%	12.5%	20.6%

Average One-Year Letter Rating Migration Rates, 1970-2021

From\To:	Aaa	Aa	A	Baa	Ba	B	Caa	Ca-C	Default	WR
Aaa	87.9%	7.7%	0.6%	0.1%	0.0%	-	-	-	-	3.7%
Aa	0.8%	85.5%	8.4%	0.4%	0.1%	0.0%	0.0%	-	0.0%	4.9%
A	0.1%	2.4%	87.3%	5.0%	0.5%	0.0%	0.0%	-	0.1%	4.6%
Baa	0.0%	0.1%	3.8%	86.6%	3.5%	0.6%	0.1%	0.0%	0.1%	5.1%
Ba	0.0%	0.0%	0.4%	6.0%	76.8%	6.9%	0.7%	0.1%	0.8%	8.3%
B	0.0%	0.0%	0.1%	0.4%	4.8%	73.8%	6.7%	0.5%	3.0%	10.7%
Caa	-	0.0%	0.0%	0.1%	0.3%	5.9%	69.6%	2.8%	7.0%	14.3%
Ca-C	-	-	0.0%	-	0.4%	2.0%	10.1%	37.7%	29.9%	19.8%

Legend: Upgrades; Downgrades to Non-Investment Grade; Downgrades to Investment Grade; Defaults

Source: Moody's Annual Default Study: Corporate Default and Recovery Rates, 1920-2021

City of Peoria, Arizona
Investment and Portfolio Policies

Policy 1.0 Policy:

It is the policy of the City of Peoria to invest public funds with maximum security in a manner which will provide the highest reasonable investment return while meeting the daily cash flow demands of the City and conforming to all applicable State and Local statutes governing the investment of public funds.

Scope 2.0 Scope:

This investment policy applies to all deposits held by the City of Peoria, as well as all trust or custodial funds for which the City has investment responsibility. These funds are accounted for in the City of Peoria, Arizona, Comprehensive Annual Financial Report and include:

2.1 Funds

2.1.1 General Fund
2.1.2 Special Revenue Funds
2.1.3 Capital Project Funds
2.1.4 Enterprise Funds
2.1.5 Debt Service Funds
2.1.6 Trust and Agency Funds
2.1.7 Any new funds created by the City, unless specifically exempted.

Objectives 3.0 Objectives:

The primary objectives, in priority order, of the City of Peoria investment activities shall be:

Safety 3.1 Safety. Safety of principal is the foremost objective of the City of Peoria. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Liquidity 3.2 Liquidity. The City of Peoria investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

3.3 Diversification. To attain the City's objectives, diversification is required in the portfolio composition. Diversification of the portfolio will include diversification by investment type, issuer, maturity and market sector and will include the use of a number of broker/dealers for competitive market coverage.

Yield 3.4 Yield. The City of Peoria investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's strict risk constraints and based on regularly updated cash flow characteristics of the portfolio.

Authority 4.0 Delegation of Authority:

4.1 The Chief Financial Officer (CFO) is designated as the Investment Officer of the City and is responsible for investment of City funds in accordance with Arizona Revised Statutes (A.R.S) Title 35-321 through 35-329 and with this Investment Policy. The CFO may delegate the authority to invest City funds to additional City personnel.

4.2 Subject to required procurement procedures, the City may engage the support services of one or more external investment advisers for the management of the City's investment portfolio. External investment advisors shall comply with A.R.S. and this Investment Policy. Investment advisory firms must be registered with the Securities and Exchange Commission (SEC) and licensed by the State of Arizona.

4.3 The Chief Financial Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this Policy. These written procedures are to be reviewed and verified annually. The procedures should include the following areas: safekeeping procedures, Master Repurchase Agreements, wire transfer agreements, trade document initialization and retention requirements, collateral/deposit agreements, and banking service and supplemental banking contracts.

4.4 The Chief Financial Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of all employees and investment advisors involved in the investment process.

Prudence 5.0 Prudence:

5.1 The standard of prudence to be used by all Investment Officers shall be the "prudent person" standard and shall be applied in the context of management of the overall portfolio. The "prudent person" standard states that: *Investments shall be made with judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.*

5.2 The Investment Officer and employees, acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally liable for a specific security's credit risk or market price changes, provided that any deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

5.3 The Investment Officer and employees involved in the investment process shall adhere to the conflict of interest laws set forth in A.R.S. Title 38-501 through 38-511 and shall refrain from personal business activity that could conflict with the proper execution of the investment program or could impair their judgment to make impartial investment decisions. Any material business relationship with financial institutions or counter-parties shall be disclosed to the City Manager. Officers and employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

Internal Control

6.0 Internal Controls:

All written administrative and internal controls will be reviewed periodically with the independent auditor. The controls shall be designed to prevent loss of public funds due to fraud, employee error, and misrepresentation by third parties, unanticipated market changes or imprudent actions of employees of the City of Peoria or investment counter-parties.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure maximum cash availability. The City shall maintain a comprehensive cash management program that includes collection of accounts receivable, prudent investment of its assets, disbursement of payments in accordance with invoice terms and the management of banking services.

Authorized Investments

7.0 Authorized and Suitable Investments:

City funds may be invested in:

7.1 Obligations of the United States Government, its agencies and instrumentalities with a maximum maturity of five years;

7.2 Fully insured or collateralized certificates of deposit and other evidence of deposit at banks and savings institutions doing business within Arizona with a maximum maturity of eighteen (18) months or fully insured deposits through a Certificate of Deposit Account Registry Service (CDARS) program, in accordance with A.R.S. Title 35-323.01, with a maximum maturity of eighteen (18) months;

7.3 Banker's Acceptances eligible as collateral for borrowing from the Federal Reserve, of U.S. banks whose short-term obligations are rated Aa or better by two nationally recognized statistical rating organization, and with a maximum maturity of 180 days;

7.4 Commercial paper of prime quality that is rated within the top two ratings by a nationally recognized statistical rating organization and with a maximum maturity of 270 days;

7.5 Repurchase agreements, whose underlying collateral consist of securities in section 7.1 of this Policy and executed with an Arizona bank or primary dealer, under the provisions of A.R.S. Title 35-323 (4) and with a maximum maturity not to exceed 90 days, with the exception of flexible repurchase agreements associated with specific bond proceeds which shall be limited to the final draw date of forecasted cash flow expenses;

7.6 SEC registered money market funds whose portfolios are limited to the foregoing authorized securities;

7.7 The State of Arizona's Local Government Investment Pool;

7.8 Corporate bonds, debentures and notes, or other evidences of indebtedness that are denominated in United States dollars. The debt must be rated at least “A~~A-~~” by Standard and Poor’s, or “Aa3” by Moody’s Investor Service, or equivalent rating by a nationally recognized statistical rating organization at the time of purchase with a maximum maturity of ~~three~~ five years; and

7.9 Bonds, or other evidence of indebtedness of this state or any of the counties or incorporated cities, towns or duly organized school districts which carry a minimum “AA-” rating by Standard and Poor’s, or “Aa3” by Moody’s Investor Service, or equivalent rating by a nationally recognized statistical rating organization at the time of purchase.

If the credit rating of a security is subsequently downgraded below the minimum rating requirement, the Investment Officer shall evaluate the downgrade on a case-by-case basis and determine whether the security should be held or sold.

Authorized Dealers

8.0 Authorized Financial Dealers, Investment Advisors and Institutions:

8.1 The City shall maintain a list of qualified financial dealers and institutions, including full information on the firm and broker and annual financial statements, authorized to provide investment services. Broker/Dealer firms must meet the following minimum criteria:

i. Be registered with the Securities and Exchange Commission (SEC)
ii. Be registered with the state pursuant to Arizona Revised Statutes Title 44-3101.
iii. Be registered with the Financial Industry Regulatory Authority (FINRA)
iv. Provide most recent audited financials
v. Provide FINRA Focus Report filings

At a minimum, the City shall conduct an annual evaluation of each firm's creditworthiness to determine whether it should be on the "Qualified Institution" listing.

8.2 Securities dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Banks, as primary dealers or, meet certain other criteria as set forth by the City.

8.3 If the City uses an external investment advisor, the investment advisor is authorized to transact with its own approved brokers/dealers on behalf of the City. The investment advisor will perform periodic due diligence review of brokers/dealers on its Approved List. Upon request, the investment advisor will provide the Approved Broker/Dealer List to the City.

8.4 Competitive Bidding Requirement. All securities, including certificates of deposit and deposits through a CDARS program, will be purchased or sold after obtaining competitive bids or offers from a minimum of three (3) separate broker/financial institutions or through the use of a nationally recognized trading platform to verify that the City is receiving fair market value/price for the investment.

Maturities 9.0 Portfolio Diversification and Maturities:

9.1 The City will diversify its investment portfolio to avoid incurring unreasonable risks, both credit and interest rate risk inherent in over-investing in specific instruments, individual institutions or maturities. It is the policy of the City to diversify its investment portfolio by security type and institution in accordance with the following diversification limitations:

Security Type	Max. Percent of Portfolio
U.S. Treasury Obligations	80%
Federal Agency Obligations	80%
With one agency	40%
Certificates of Deposit	20%
With one financial institution	10%
Bankers Acceptances	20%
Commercial Paper	35%
With one issuer	10%
Repurchase Agreements	75%
With one counter-party	20%*
Money Market Funds	35%
Arizona Investment Pool	35%
Corporate Indebtedness	35%
With one issuer	5%
Municipal Obligations of the State of AZ and its political subdivisions	25%
With one issuer	5%

* Excluding bond funds in which a flex repurchase agreement is utilized for the entire bond issue's proceeds.

9.2 The Investment Officer will attempt to match investment maturities to known or projected cash flow requirements. If not matched to a specific cash flow requirement, funds will be invested with an emphasis on liquidity until such time as an expenditure date can be determined. Core funds with no anticipated cash requirements may be invested without regard to liquidity.

9.3 To control risks of liquidity, a minimum of 20 percent of the total portfolio shall be invested in permitted investments with a maturity of one year or less.

9.4

Maximum Maturity

9.5

9.6 Maximum maturities allowed for specific security types are listed under section 7.0 Authorized and Suitable Investments.

Safekeeping 10.0 Safekeeping and Collateralization:

10.1 All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery versus payment basis (DVP).

10.2 A City-approved independent third-party custodian shall be designated to hold all securities and collateral. The third-party custodian shall provide monthly safekeeping statements to the City listing the specific instrument, rate, maturity, and other pertinent information; and the statement shall indicate whether the security is owned by, or pledged to, the City of Peoria.

10.3 Collateralization will be required on two types of investments: Certificates of Deposit and Repurchase Agreements.

10.4 In order to anticipate market changes and provide a level of security for all funds, the acceptable collateralization level of certificates of deposit shall be that which is established and enforced by the State of Arizona Banking Commission. This level is currently 110 percent. For repurchase agreements, the collateralization level will be 102 percent of the market value of principal and accrued interest. All collateral on repurchase agreements shall be priced daily. The bank or counterparty will be responsible for monitoring and maintaining the margin requirements at all times.

Reporting and Performance Evaluation 11.0 Reporting and Performance Evaluation:

11.1 The Investment Officer shall submit quarterly or annual reports to the City Manager and City Council showing the make-up of the investment portfolio and return for the period. The report should also contain sufficient information to permit an informed outside reader to evaluate the compliance of the investment program with this policy. Internal investment reports will be produced on a monthly basis.

11.2 The Investment Officer shall maintain complete and accurate reports on daily investment transactions and shall prepare monthly reports to be retained in the Finance Department. Reports are to include inventory reports, transaction reports and performance reports.

11.3 The City shall comply with Generally Accepted Accounting Principals (GAAP). The accounting principles include pronouncements issued by the Government Accounting Standards Board (GASB), and the American Institute of Certified Public Accountants (AICPA).

11.4 The investment portfolio is expected to obtain a market average rate of return during a stable interest rate environment. Carefully selected and appropriate benchmarks shall be established to use as a reference for evaluation of the portfolio's return goals and risk tolerance.

12.0 Investment Policy Adoption:

The City's investment policy shall be adopted by resolution of the City Council. The Policy shall be reviewed periodically by the City Manager and any significant or material modifications thereto must be approved by the City Council and reflected on the approving resolution.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 7C.

Date Prepared: 9/28/2022

Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Kevin Burke, Chief Financial Officer

SUBJECT: Quarterly Budget Amendments

Purpose:

Discussion and possible action to approve the FY2022 Fourth Quarter Budget Amendments, FY2022 Third and Fourth Quarter Chargebacks, and FY2023 First Quarter Budget Amendments.

Summary:

The attached schedules list FY2022 Fourth Quarter Budget Amendments, FY2022 Third and Fourth Quarter Chargebacks, and FY2023 First Quarter Budget Amendments, which, under current Council and/or Administrative policy, require Council approval. Due to supply chain issues, there were more carryovers from FY2022 to FY2023 than in previous fiscal years. These amendments have been reviewed by the Management and Budget Division and are submitted to Council for approval. The following listing describes the budget amendments by category.

FY2022 Fourth Quarter Budget Amendments Summary:

Operating – The amendment in the Operating category is to reimburse the Lake Pleasant Heights developer for the cost of a police vehicle as per the original agreement indicated, through impact fees. The Operating adjustment totals $78,437.

Clean-Up – The amendments in this category include corrections of previous budget transfers regarding a data entry error to the wrong account. A second amendment to this category corrects an erroneous payment of Tier 3 fire retirement contributions to PSPRS instead of Nationwide. This payment cannot be reversed as it was applied to the PSPRS unfunded liability; therefore, a second payment for $248,000 was made to Nationwide and requires a corresponding draw against contingency. The Clean-Up adjustments total $265,090.

FY2022 Third and Fourth Quarter Chargebacks:

Chargebacks and Arts – The items in this category represent an administrative mechanism for charging capital projects for project management and procurement services provided by city staff, as well as the one percent (1%) charge for public art. Each quarter, budget authority is moved to individual capital projects to be charged. The Chargebacks and Arts adjustments total $1,731,298.

FY2023 First Quarter Budget Amendments Summary:

Clean-Up – The amendments in this category include corrections of previous budget transfers and a data entry error to the wrong account, returning funds to contingency. The Clean-Up adjustments total ($6,043,694).

Carryover - Capital – The Capital amendments account for purchase order carryovers, returning of funds to contingency, as well as adjustments regarding purchase orders incomplete in FY2022 to be completed in FY2023. The Carryover - Capital adjustments total $7,215,578.

Carryover - Operating – The amendments in this category are for FY2022 approved items or services not received or completed by June 30, 2022. These items include carrying over funding for city events (State of the City, elections), project extensions due to supply chain issues, and project extensions due to other extenuating circumstances preventing them from being completed prior to the end of the fiscal year. The Carryover – Operating adjustments total $5,373,577.

Grants and Outside Sources: The amendments in this category represent grants awarded to the Fire-Medical and Police departments that have been carried over from FY2022 to FY2023 in order to complete the projects the grants were intended. The Grants and Outside Sources adjustments total $444,050.

Previous Actions/Background:

No previous action has been taken on these budget amendments and carryovers.

Options:

A: Approve all budget amendments as recommended.

B: Approve only select budget amendments.

C: Do not approve the budget amendments and request further information from Staff.

Staff Recommendation:

Finance and Budget Department staff recommends approval of the attached budget amendments.

Fiscal Analysis:

With the exception of one instance, these budget amendments and carryovers have no net fiscal impact to the city. The tier 3 fire pension amendment requires a $248,000 budget transfer from contingency to pension contribution line items in the Fire Department. The remaining budget amendments are to provide expenditure authority for funds that have been received, i.e., through grants, IGAs, and/or reimbursements. Other budget amendments are to move existing appropriation to the proper accounts.

ATTACHMENTS:

FY2022 Budget Amendment Schedule
FY2022 Chargebacks and Arts Schedule
FY2023 Budget Amendment Schedule

Contact Name and Number:
Kevin Burke, Chief Financial Officer, 623-773-7395

Budget Amendment Schedule

FY2022 Amendments

Transfer #	CC Category	Description	Amount
BA-0750-0001	Operating	A Development Agreement with Lake Pleasant Heights stipulates that the landowner shall pay to the City 100% of the costs associated with a police vehicle. Once the vehicle is put into service, the City is required to reimburse LPH for the vehicle through impact fees.	$78,437.00
BA-7000-0001	Clean-up	This budget amendment restores part of the Public Works budget for Streets, lost through an erroneous carryover adjustment in a previous fiscal year.	$17,090.00
BA-1260-0001	Clean-up	Increasing Fire-Medical Department retirement account budget to correct an erroneous payment of Tier 3 retirement contributions to PSPRS instead of to Nationwide.	$248,000.00
All Transfers	**All Categories**	**Subtotal for Budget Amendments:**	**$343,527.00**

Chargebacks and Arts Schedule

FY2022 Amendments

Transfer #	CC Category	Description	Amount
BA-0430-0002	CIP Chargebacks & Arts	Q3 MM Chargebacks for FY22	$30,000.00
BA-0430-0003	CIP Chargebacks & Arts	Q3 ENG Chargebacks for FY22	$675,000.00
BA-0430-0004	CIP Chargebacks & Arts	Q3 Arts Chargebacks for FY22	$101,582.00
BA-0430-0005	CIP Chargebacks & Arts	Q4 MM Chargebacks for FY22	$30,000.00
BA-0430-0006	CIP Chargebacks & Arts	Q4 ENG Chargebacks for FY22	$675,000.00
BA-0430-0007	CIP Chargebacks & Arts	Q4 Arts Chargebacks for FY22	$219,716.00
All Transfers	**All Categories**	**Subtotal for Budget Amendments:**	**$1,731,298.00**

Budget Amendment Schedule

FY2023 Amendments

Transfer #	CC Category	Description	Amount
BA-0310-0035	Carryover - Capital	FY23 CIP carryover adjustments to reconcile budgeted carryovers with actual expenditures.	$25,028,353.00
BA-0430-0008	Carryover - Capital	This amendment is a carryover associated with incomplete capital purchase orders from FY22 that are to be completed in FY23.	$12,119,825.00
BA-0310-0039	Carryover - Capital	Moving FY23 budget authority from three CIP projects to contingency. CIP carryovers for FY23 were much higher than past years and thus reduced the city's contingency appropriation by almost 40 million. This action will partially restore contingency appropriation by reducing the budgets of CIP projects that will not be needed this fiscal year. These projects are still funded and will be restored to their original amounts in FY24.	($30,000,000.00)
BA-7127-0001	Carryover – Capital	This amendment represents a CIP carryover regarding the project extension and completion of the Sunrise Family Center HVAC Replacement and NBPO Installation.	$67,400.00
BA-5100-0001	Carryover – Operating	Non-Departmental Carryover: Funds for maintenance of PV solar system.	$64,445.00
BA-0027-0002	Carryover – Operating	Leadership and Management Department Carryover: funds to continue/complete work on projects in-progress for key development sites within the city.	$31,000.00
BA-0300-0010 BA-0300-0015	Carryover - Operating	Mayor and Council Department Carryovers: Carryover of Mayor and Council district fund, as well as unspent funds from prior fiscal year to use for FY23 State of the City event.	$197,927.00
BA-0150-0002	Carryover - Operating	City Clerk Department Carryovers: this carryover represents funds needed by the Clerk’s office for Election Costs.	$333,199.00
BA-0410-0001 BA-0460-0002	Carryover – Operating	Finance Department Carryovers: including $41,295 for an ERP system evaluation, $15,185 for the Questica implementation project, $34,000 for a contract technical writer’s services, and $43,000 for copier replacements.	$133,480.00
BA-0570-0001	Carryover - Operating	Neighborhood and Human Services Department Carryover: funding Beds for Homeless Partnership with Central Arizona Shelter Services (CASS).	$54,355.00

Transfer #	CC Category	Description	Amount
BA-0650-0002	Carryover - Operating	Development and Engineering Department Carryovers: includes approved items in FY2022 not yet completed— specifically, Contract Plan Review Services.	$125,500.00
BA-0900-0002	Carryover - Operating	Public Works Department Carryovers - various projects incomplete at 6/30/2022 (Transit Buses, FY22 Supp. 0900-02 for Strategic Planning, FY22 Supp. 7000-02 for P83 Auto District Lights and Signs, FY22 Supp. 3700-03 for PSAB Cooler Condensers, and Jury Chairs with back order delays).	$695,678.00
BA-1000-0004	Carryover - Operating	Police Department Carryovers - various projects incomplete at 6/30/2022, Midyear purchases (Ammo, Cell Phones, Gas Masks, and Vehicles) and Various Grants (VOCA, DOJ, GOHS and Homeland Security).	$505,148.00
BA-1460-0001 BA-1490-0001 BA-1533-0001 BA-1560-0002 BA-1570-0001 BA-1590-0001 BA-1600-0003 BA-1610-0002 BA-1610-0003	Carryover - Operating	Parks and Recreation Department Carryovers: Supply chain issues affected maintenance and replacement efforts in the following areas- recreation, bingo console/board, sporting goods, playground equipment, safety equipment, Bell Rd benches, as well as tree/shade maintenance and replacement.	$90,575.00
BA-2135-0001	Carryover - Operating	Water Services Department Carryovers: includes approved items in FY2022 not yet completed.	$3,252.00
BA-3500-0003	Carryover - Operating	Fleet Reserve Funds Carryovers: various vehicles orders incomplete as of 6/30/2022.	$2,039,705.00
BA-3600-0004 BA-3600-0005 BA-3600-0006 BA-3600-0007	Carryover - Operating	City Attorney Department Carryovers: This carryover represents unspent budget for claims unable to be resolved in FY22.	$39,929.00
BA-3750-0004 BA-3750-0005	Carryover - Operating	Information Technology Department Carryovers: various projects incomplete at 6/30/2022 (mCare Upgrade, PD Crime Analytics, O365, Server, PC, Radio and Phone Replacements).	$700,276.00
BA-0040-0003	Carryover – Operating	Office of Communications Department Carryovers: website refresh project extension and completion.	$18,350.00

Transfer #	CC Category	Description	Amount
BA-0300-0013 BA-0300-0014	Carryover - Operating	Carried over budget for purchase orders not completed in FY22 for all City Departments.	$340,758.00
BA-0430-0009	Clean-up	The purpose of this budget amendment is to return funding to contingency- new CIP account numbers in FY23 associated with carryovers were reverted to old CIP account numbers in order to maintain department tracking systems.	($6,043,694.00)
BA-1200-0004	Grants & Outside Sources	Fire-Medical Department Carryovers - various projects incomplete at 6/30/2022 Various Grants (Tohono O'odham, Community Paramedicine IGA and Homeland Security).	$31,950.00
BA-8040-0002	Grants & Outside Sources	Funds received from the Peoria Police Citizens Academy Alumni to purchase a trailer for the Honor Guard. This amendment establishes budget authority needed to utilize funds.	$10,100.00
BA-1025-0003	Grants & Outside Sources	This amendment establishes FY23 Budget Authority for a grant awarded to the PD Peoria Charter School.	$150,000.00
BA-1025-0004	Grants & Outside Sources	This amendment establishes FY23 Budget Authority for a grant awarded to the PD Peoria Unified School.	$252,000.00
All Transfers	**All Categories**	**Subtotal for Budget Amendments:**	**$6,989,511.00**

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 8C.

Date Prepared: 9/28/2022

Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Gary Bernard, Fire Chief

SUBJECT: Single Source Contract and Budget Amendment, Extrication Concepts, Extrication Equipment

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Purpose:

Discussion and possible action to: (a) approve a single source procurement contract in the amount of $276,929 for the purchase of extrication equipment from Extrication Concepts; and (b) approve a budget amendment in the amount of $26,929 from the General Fund Contingency Account to the Fire-Medical Support Services Account.

Summary:

The Fire-Medical Department received approval for the replacement of extrication equipment in the FY2023 budget. The actual cost for the equipment has increased from the approved $250,000 due to cost increases by the manufacturer. Extrication Concepts is the sole authorized source of sales for the equipment in the state of Arizona.
The amount needed to purchase the replacement equipment is $276,929. That amount is over the budgeted amount for FY2023 by $26,929. The proposed contract price is valid through October 31, 2022.

Previous Actions/Background:

The replacement of extrication equipment was approved in the FY2023 budget. Council approval is required to designate Extrication Concepts as a single source provider because the total purchase amount is over $100,000.

Staff Recommendation:

Staff recommends City Council to approve a single source procurement contract in the amount of $276,929 for the purchase of extrication equipment from Extrication Concepts; and (b) approve a budget amendment in the amount of $26,929 from the General Fund Contingency Account to the Fire-Medical Support Services Account.

Fiscal Analysis:

The $26,929 budget amendment will be funded using General Fund contingency account 1000-0300-570000 to the Fire-Medical Support Services account 1000-1220-530019.

ATTACHMENTS:

Vendor Quote
Single Source Letter

Contact Name and Number:
Gary Bernard, (623) 773-7297

Extrication Concepts
5009 W. Aster Dr.
Glendale, AZ 85304-2013 US
602-616-5703
extrication.concepts@cox.net

Quote

ADDRESS
Rob Wermes Peoria Fire Department Attn: Accounts Payable 8401 W. Monroe St Peoria, AZ 85345

QUOTE #	DATE	
1006	09/20/2022	

SALES REP
Fred Dimas

	DESCRIPTION	QTY	RATE	AMOUNT
159.000.063	Pentheon PCU50 Cutter	6	12,917.00	77,502.00T
159.000.181	Pentheon PSP50 Spreader	6	14,842.00	89,052.00T
159.000.207	PTR 50 Pentheon Ram *	6	10,759.00	64,554.00T
159.000.218	Surcharge Pentheon Tool	18	260.00	4,680.00
150.003.105	HRS22 NCT Ram Support	6	713.00	4,278.00T
151.000.583	Pentheon PBPA287 Battery	36	760.00	27,360.00T
159.000.219	Surcharge Batteries	36	22.00	792.00
151.000.742	Pentheon Battery Charger AC-US	18	603.00	10,854.00T
151.000.804	Pentheon Extension Pipe TRE03	6	1,053.00	6,318.00T
151.000.503	Pentheon Daisy Chain Power Cord DCPC1	12	13.00	156.00T
151.000.499	Pentheon On-Tool Charging Cord	18	107.00	1,926.00T
151.000.508	Pentheon Tool Diagnostic Cord PTDC1	1	364.00	364.00T
151.000.509	Pentheon Battery Diagnostic Tool	1	337.00	337.00T
Freight & Ins.	Incoming Shipping Charges-- ESTIMATE	1	4,006.00	4,006.00

Quote will expire 30 days from date unless otherwise noted.
All Orders Will Take 12-16 Weeks Delivery Time.

SUBTOTAL	292,179.00
DISCOUNT 12.5%	-36,522.38
TAX	21,273.25
TOTAL	**$276,929.87**

Accepted By

Accepted Date

Holmatro USA
505 McCormick Drive
Glen Burnie, MD, 21061
USA

T 410-768-9662
F 410-768-4878
E info-usa@holmatro.com
I www.holmatro.com

8/19/2022

To Whom It May Concern:

The purpose for this letter is to certify that as of this date, the sole factory authorized source ofsales and service for Holmatro Rescue Equipment in the state of Arizona is:

Extrication Concepts
5009 West Aster Drive
Glendale, AZ
Contact: Fred Dimas
Tel: (602) 616-5703
Email: extrication.concepts@cox.net

For your sales and service solutions, please feel free to contact Extrication Concepts directly.
If you need any further information, or if I can be of assistance in any other way, please feel freeto contact me as well.

Kind regards,

[redacted]

JoAnn Tyler

National Sales Manager

443-758-5495

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 9C.

Date Prepared: 9/26/2022

Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Art Miller, Chief of Police

SUBJECT: Grants, Arizona Department of Homeland Security, Statewide Disaster Response Program

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Purpose:

Discussion and possible action to (a) authorize the acceptance of two grants from the Arizona State Department of Homeland Security (AZDOHS) totaling $56,443, and (b) approve a budget amendment in the amount of $56,443 from the Proposed Grants Contingency Fund to the AZDOHS Grants Fund.

Summary:

The Peoria Police Department desires to accept grant funding from the Arizona Department of Homeland Security (AZDOHS) in the amount of $56,443. These funds will assist in further integrating Peoria as part of the Statewide Disaster Response Program. This will be done by 1) strengthening chemical, biological, radiological, nuclear or explosive (CBRNE) weapon detection, response and decontamination capabilities; and 2) sustaining and enhancing the Terrorism Liaison Officer (TLO) program.

The Department has been awarded $40,000 to enhance the functionality of the Peoria Special Weapons and Tactics (SWAT) team CBRNE response. Funds will be used to purchase a tactical communication device and multi-purpose night vision monoculars. Funding will also be used to provide training to tactical team members. The new equipment purchased with these funds will enhance search and detection capabilities of the SWAT team in the event a CBRNE response is needed.

The Department has been awarded $16,443 to support TLO operations. The TLO program functions as a field intelligence unit supporting police tactical, hazardous material, explosive special operations and uncommon event types. Funds granted will be used to purchase telecommunication services and training for the TLO response unit.

These grants are reimbursable with funding through September 2023.

Previous Actions/Background:

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

Staff Recommendation:

Accept two grant awards in the amount of $56,443 from the Arizona Department of Homeland Security and approve a budget adjustment in the amount of $56,443 from the Proposed Grants Contingency Fund to the Department of Homeland Security Fund, thus providing expenditure authority.

Fiscal Analysis:

Request a budget adjustment of $56,443 from the Proposed Grants Contingency Fund (7990-7990-570000) to the following Homeland Security Grant Fund (7545-7795-various accounts):

Account #	Description	Amount	Program
7545-7795-520510	Overnight Travel/Training	$21,000	CBRNE/TLO
7545-7795-520511	Local Training	$6,900	CBRNE/TLO
7545-7795-523510	Telecommunication Services	$1,443	TLO
7545-7795-530019	Operational Supplies/Equipment	$27,100	CBRNE
	TOTAL	**$56,443**	

ATTACHMENTS:

Subrecipient Agreement from AZDOHS for CBRNE Grant 220818-01
Subrecipient Agreement from AZDOHS for TLO Grant 220818-02

Contact Name and Number:
Art Miller, Chief of Police, 623-773-7059

SUBRECIPIENT AGREEMENT

22-AZDOHS-HSGP-220818-01

Between

The Arizona Department of Homeland Security

And

Peoria Police Department (UEI: DXKNNGJ3PFV5)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement (“Agreement”), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2022** and shall terminate on **September 30, 2023**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient’s approved grant application titled: **"FY22 Peoria RRTF-CBRNE Sustainment"** and funded at **$40,000** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security (“USDHS”) grant #EMW-2022-SS-00010-S01 and Catalog of Federal Domestic Assistance (“CFDA”) #97.067, AZDOHS shall provide up to **$40,000** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

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

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-

ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

   "Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

   When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Prepardeness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or

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

16. Audit/Monitoring

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. Notice of Funding Opportunity (NOFO) Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. National Incident Management System Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. Communications Equipment All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority

Programming Guide (https://www.azdps.gov/services/government/swic).

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq*.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part

3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

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

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

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

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

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

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

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

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Chief Art Miller
Enter Title, First & Last Name Above
Peoria Police Department
Enter Agency Name Above
8351 W. Cinnabar Avenue
Enter Street Address Above
Peoria, AZ 85345
Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	FOR AND BEHALF OF THE
Peoria Police Department Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	
Art Miller, Chief of Police Print Name & Title Above	Susan Dzbanko, Deputy Director
Enter Date Above	Date

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

SUBRECIPIENT AGREEMENT

22-AZDOHS-HSGP-220818-02

Between

The Arizona Department of Homeland Security

And

Peoria Police Department (UEI: DXKNNGJ3PFV5)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2022** and shall terminate on **September 30, 2023**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"Peoria PD 2022 TLO Sustainment"** and funded at **$16,443** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2022-SS-00010-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$16,443** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

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

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-

ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Prepardeness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or

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

16. **Audit/Monitoring**

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority

Programming Guide (https://www.azdps.gov/services/government/swic).

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq*.; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq*.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part

3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

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

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

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

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

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

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

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

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Chief Art Miller
Enter Title, First & Last Name Above
Peoria Police Department
Enter Agency Name Above
8351 W. Cinnabar Avenue
Enter Street Address Above
Peoria, AZ 85345
Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	FOR AND BEHALF OF THE
Peoria Police Department Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	
Art Miller, Chief of Police Print Name & Title Above	Susan Dzbanko, Deputy Director
Enter Date Above	Date

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C.

Date Prepared: 9/26/2022 Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Gary Bernard, Fire Chief

SUBJECT: Grants, State of Arizona Department of Homeland Security, Various Fire Department Programs

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Purpose:

Discussion and possible action to: (a) authorize the Fire-Medical Department to accept two grant awards in the total amount of $57,950 from the Arizona Department of Homeland Security to be used to strengthen chemical, biological, radiological, nuclear or explosive detection, response and decontamination capabilities; and sustain and enhance the Terrorism Liaison Officer program; and (b) approve a budget amendment in the amount of $57,950 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

Summary:

The Peoria Fire-Medical Department has been working collaboratively over the past several years to develop various emergency response programs. In order to further integrate Peoria as part of the statewide disaster response program, the Peoria Fire-Medical Department applied for and received 2022 Homeland Security Grant funds from the Arizona Department of Homeland Security (AZDOHS). The two awards total $57,950 to sustain and enhance the chemical, biological, radiological, nuclear or explosive (CBRNE) weapon detection, response and decontamination program; and sustain and enhance the Terrorism Liaison Officer (TLO) program.

The Fire-Medical Department received an award for $40,000 to purchase supplies and provide training to support, enhance and maintain CBRNE operations.

The Fire-Medical Department also received an award for $17,950 to purchase equipment and training to support TLO operations, and provide access to critical information when out in the field. The TLO program functions as a Field Intelligence Unit in support of police tactical operations, hazardous material operations, explosive special operations, and uncommon event types.

The grant performance period is October 1, 2022 to September 30, 2023.

Previous Actions/Background:

City Council has previously accepted grants from AZDOHS for the CBRNE and TLO programs. This will be the sixteenth consecutive year the City of Peoria has received grant funding from this organization.

Staff Recommendation:

Staff's recommendation is to authorize the Fire-Medical Department to accept two grant awards in the total amount of $57,950 from the Arizona Department of Homeland Security to be used to strengthen chemical, biological, radiological, nuclear or explosive detection, response and decontamination capabilities; and sustain and enhance the Terrorism Liaison Officer program; and approve a budget amendment in the amount of $57,950 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

Fiscal Analysis:

City Council has previously accepted grants from AZDOHS for the CBRNE and TLO programs. This will be the sixteenth consecutive year the City of Peoria has received grant funding from this organization.

Dept.	Account #	Description	Amount	Program
Fire	7670-7870-524007	Equipment/Tools R & M	$9,700	CBRNE
Fire	7670-7870-530019	Operational Supplies/Equipment	$30,300	CBRNE
			Total: $40,000	
Fire	7670-7870-520510	Training/Meeting-Overnight	$13,950	TLO
Fire	7670-7870-520511	Training/Meeting-Local	$1,000	TLO
Fire	7670-7870-530003	Computer Hardware	$3,000	TLO
			Total $17,950	

Once the grant is approved by City Council the grant funds will be available for use for the program.

ATTACHMENTS:

TLO Award Letter
TLO Budget Detail
TLO Sub Agreement
CBRNE Award Letter
CBRNE Budget Detail
CBRNE Sub Agreement

Contact Name and Number:
Gary Bernard, (623)773-7297

September 20, 2022

Interim Fire Chief Billy Morris
Peoria Fire-Medical Department
8351 W Cinnabar Ave
Peoria , AZ 85345-6560

Subject: FFY 2022 Homeland Security Grant Program Award
Subrecipient Agreement Number: **220817-02**
Project Title: **2022 TLO Sustainment**

Dear Interim Fire Chief Billy Morris,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**2022 TLO Sustainment** " has been **fully funded** under the 2022 Urban Area Security Initiative Grant Program for **$17,950**. The grant performance period is ***October 1, 2022 to September 30, 2023***. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2022 federal award date as indicated in the U.S. DHS award package is 9/01/2022 with a total amount of funding of $26,482,500.00 . The Federal Award Identification Number is EMW-2022-SS-00010-S01.

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

To establish acceptance of the award, please follow these instructions:
The following action items must be downloaded, completed, signed and returned to AZDOHS. Specific information regarding the mode of submission for the following requirements is located in the portal:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing section 51.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2023, this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2022. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

[redacted]

Tim Roemer
Director

Training - Budget Detail Worksheet

Peoria Fire-Medical Department **220817-02**

Training Title: National Homeland Security Association Conference

Training Description: The National Homeland Security conference is focused on a range of emerging and critical topics for all levels of first responders in homeland security, public health, law enforcement, fire and emergency management. Topics include training and preparedness, grant management, emergency response, intelligence and information sharing, community preparedness, public safety, and counterterrorism.

Travel Item Description: Transportation, hotel, per diem and any other travel-related expenses for attendees
Workshops / Conference Item Description: Registration fees for attendees

Backfill/Overtime		*Supplies*		*Contract/Consult*		*Travel*		*Wkshp/Conf*		*Total*	
Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
$0	$0	$0	$0	$0	$0	$5,600	$5,600	$1,400	$1,400	$7,000	$7,000

Training Total for Peoria Fire-Medical Department Subrecipient Agreement Number 220817-02 - *Requested:* **$14,950** *Approved:* **$14,950**

State of Arizona
Department of Homeland Security
State Homeland Security Program

Training - Budget Detail Worksheet

Peoria Fire-Medical Department **220817-02**

Training Title: Association of Threat Assessment Professionals - Threat Management Conference

Training Description: The Association of Threat Assessment Professionals Annual Threat Management Conference focuses on current threat issues to include campus violence, workplace violence, active shooters, violent extremist and other threat challenges to public safety. The Threat Management Conference brings together law enforcement, security, public health, education professionals and other stakeholders who are part of a threat management team.

Travel Item Description: Transportation, hotel, per diem, and any other travel-related expenses for attendees
Workshops / Conference Item Description: Registration fees for attendees

Backfill/Overtime		*Supplies*		*Contract/Consult*		*Travel*		*Wkshp/Conf*		*Total*	
Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
$0	$0	$0	$0	$0	$0	$5,500	$5,500	$1,450	$1,450	$6,950	$6,950

Training Total for Peoria Fire-Medical Department Subrecipient Agreement Number 220817-02 - *Requested:* **$14,950** *Approved:* **$14,950**

Training Item 2 of 3

State of Arizona
Department of Homeland Security
State Homeland Security Program

Training - Budget Detail Worksheet

Peoria Fire-Medical Department **220817-02**

Training Title: Arizona Terrorism Liaison Officer Conference

Training Description: The Arizona Terrorism Liaison Officer (TLO) Conference focuses on statewide TLO training, resources, and networking related to counter terrorism efforts to include on-scene response support, intelligence and information sharing, active shooter training, threat mitigation, and threat vulnerability assessments.

Workshops / Conference Item Description: Registration for attendees.

Backfill/Overtime		*Supplies*		*Contract/Consult*		*Travel*		*Wkshp/Conf*		*Total*	
Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
$0	$0	$0	$0	$0	$0	$0	$0	$1,000	$1,000	$1,000	$1,000

Training Total for Peoria Fire-Medical Department Subrecipient Agreement Number 220817-02 - *Requested:* **$14,950** *Approved:* **$14,950**

Governor Douglas A. Ducey

State of Arizona
Department of Homeland Security
State Homeland Security Program

Director Tim Roemer

Equipment - Budget Detail Worksheet

Peoria Fire-Medical Department **220817-02**

AEL #	*Item Description*	*Qty Requested*	*Total Requested*	*Qty Approved*	*Total Approved*
04HW-01-INHW	Semi-Rugged Laptop	1	$3,000	1	$3,000
TOTAL:			**$3,000**		**$3,000**

Displaying 1 - 1 of 1 Equipment Items

Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program

Director Tim Roemer

SUBRECIPIENT AGREEMENT

22 -AZDOHS-HSGP-220817-02

Between

The Arizona Department of Homeland Security

And

Peoria Fire-Medical Department (UEI: ML1ZY81QDEW8)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2022** and shall terminate on **September 30, 2023**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"2022 TLO Sustainment"** and funded at **$17,950** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2022-SS-00010-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$17,950** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grantprogram-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

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

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-

ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement
Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable

Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grantprogram-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Prepardeness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. **Audit/Monitoring**

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/services/government/swic).

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

    - Financial Management
    - Procurement
    - Personnel
    - Property
    - Travel

    To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federallyfunded program:
    a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

    b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-helpdepartment-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

    c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

    d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

    e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

    f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

    g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded

in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibitioncovered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq*.; 48 CFR 52.204-25; 48 CFR 52.2123; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq*.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executiveorder-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publicallyavailable written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

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

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

> *Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes*

any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

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

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

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

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Chief Gary Bernard
Enter Title, First & Last Name Above
Peoria Fire-Medical Department
Enter Agency Name Above
8401 W. Monroe Street
Enter Street Address Above
Peoria, AZ 85345
Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	**FOR AND BEHALF OF THE**
Peoria Fire-Medical Department	Arizona Department of Homeland Security
Enter Agency Name Above	
Authorized Signature Above	
Gary Bernard , Fire Chief	Susan Dzbanko, Deputy Director
Print Name & Title Above	
Enter Date Above	Date

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

ATTEST:

____

Lori Dyckman, City Clerk

APPROVED AS TO FORM:

____

Vanessa P. Hickman, City Attorney

September 20, 2022

Deputy Chief Billy Morris
Peoria Fire-Medical Department
31309 N. 137th Glen
Peoria, AZ 85383-7998

Subject: FFY 2022 Homeland Security Grant Program Award
Subrecipient Agreement Number: **220817-01**
Project Title: **CBRNE Enhancement**

Dear Deputy Chief Billy Morris,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled " **CBRNE Enhancement**" has been **partially funded** under the 2022 Urban Area Security Initiative Grant Program for **$40,000**. The grant performance period is ***October 1, 2022 to September 30, 2023***. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2022 federal award date as indicated in the U.S. DHS award package is 9/01/2022 with a total amount of funding of $26,482,500.00 . The Federal Award Identification Number is EMW-2022-SS-00010-S01.

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

To establish acceptance of the award, please follow these instructions:
The following action items must be downloaded, completed, signed and returned to AZDOHS. Specific information regarding the mode of submission for the following requirements is located in the portal:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing section 51.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2023, this award is rescinded and the funds will be**

reallocated.

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2022. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

[redacted]

Tim Roemer
Director

Governor Douglas A. Ducey

State of Arizona
Department of Homeland Security
State Homeland Security Program

Director Tim Roemer

Equipment - Budget Detail Worksheet

Peoria Fire-Medical Department **220817-01**

AEL #	Item Description	Qty Requested	Total Requested	Qty Approved	Total Approved
07CD-01-DPMG	Multi-Sensor Meter	2	$10,000	1	$5,000
21GN-00-MAIN	Equipment Maintenance	1	$12,000	1	$9,700
01CB-01-ENSM	NFPA 1994 Suit	12	$10,800	12	$10,800
01VF-01-ENSM	NFPA 1991 Level A Suit	4	$11,200	2	$5,600
03SR-02-TLHN	Tool - Drum Upender	2	$200	2	$200
02PE-02-COOL	Immersion Cooling Pool	1	$2,200	0	$0
07CD-01-DPGC	Hazardous Material Chemical Agent Detector	2	$17,400	1	$8,700
TOTAL:			**$63,800**		**$40,000**

Displaying 1 - 7 of 7 Equipment Items

Governor Douglas A. Ducey

State of Arizona
Department of Homeland Security
State Homeland Security Program

Director Tim Roemer

SUBRECIPIENT AGREEMENT

22 -AZDOHS-HSGP-220817-01

Between

The Arizona Department of Homeland Security

And

Peoria Fire-Medical Department (UEI: ML1ZY81QDEW8)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2022** and shall terminate on **September 30, 2023**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"CBRNE Enhancement"** and funded at **$40,000** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2022-SS-00010-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$40,000** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grantprogram-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

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

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-

592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement
Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated

Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grantprogram-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Prepardeness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. **Audit/Monitoring**

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/services/government/swic).

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property

- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federallyfunded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-helpdepartment-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibitioncovered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq*.; 48 CFR 52.204-25; 48 CFR 52.2123; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq*.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executiveorder-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publicallyavailable written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

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

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

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

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

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

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

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

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Chief Gary Bernard
Enter Title, First & Last Name Above
Peoria Fire-Medical Department
Enter Agency Name Above
8401 W. Monroe Street
Enter Street Address Above
Peoria, AZ 85345
Enter City, State, ZIP Above

<u>IN WITNESS WHEREOF</u>, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	**FOR AND BEHALF OF THE**
Peoria Fire-Medical Department	Arizona Department of Homeland Security
Enter Agency Name Above	
Authorized Signature Above	
Gary Bernard, Fire Chief	Susan Dzbanko, Deputy Director
Print Name & Title Above	
Enter Date Above	Date

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

ATTEST:

____

Lori Dyckman, City Clerk

APPROVED AS TO FORM:

____

Vanessa P. Hickman, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11C.

Date Prepared: 8/11/2022 | Council Meeting Date: 10/11/2022

TO: Honorable Mayor and City Council

THROUGH: Jeff Tyne, City Manager

FROM: Katie Gregory, Deputy City Manager

SUBJECT: Development Agreement, 77th Lane, Aloravita South

Purpose:

Discussion and possible action to approve a Development Agreement with Ashton Woods Arizona, LLC and Lt Aloravita, LLC for the construction of the west half of 77th Lane north of Happy Valley Road and adjacent to parcels 9 and 11 located within the Aloravita South development.

Summary:

Aloravita South is a master planned residential community of approximately 628 acres generally located north of Happy Valley Road, east of 83rd Avenue, south of Jomax Road and west of the New River. In January of 2021, Ashton Woods Arizona, LLC ("Developer") was the successful bidder at an Arizona State Land Department (ASLD) auction for approximately 328 acres (parcels 3-8) within Aloravita South. The remaining land will be included in a future auction; however, it is unknown when that auction will occur.

The Developer is responsible for completing a portion of the roadway improvements along 77th Lane that are adjacent to their development parcels. Per the land sale, only the eastern half of the 77th Lane Right-of-Way is owned by the Developer. As a result, the construction of the western portion of the roadway is contingent on a future land auction.

Additionally, per the Aloravita Development Agreement, the Developer is required to commence construction of a neighborhood park upon the issuance of the 600th certificate of occupancy for a home within Aloravita South. The City and the Developer have agreed that 77th Lane need to be fully built out prior to the opening of the park site, rather than rely on a future ASLD Land auction to occur. As such, the City and the Developer have identified certain trigger points for the completion of the roadwork to ensure full access once the Neighborhood Park is opened to the public. The attached development agreement outlines the timing, responsibilities and funding for the construction of the full 77th Lane improvements.

Agreement terms include:

1. The Developer will design and prepare plans for full improvements to 77th Lane.
2. The Developer will complete the eastern half of the roadway improvements (Phase 1) that are within their existing certificate of purchase boundary with the development of parcels 3-8.
3. The City agrees that construction of Phase 2 improvements is not a condition for issuance of permits or certificates of occupancy for parcels 3-8.
4. If the land auction occurs prior to the park commencement date, then the successful bidder is responsible for the remaining improvements to 77th Lane within the first phase of their development.
5. If the land auction does not occur prior to the park commencement date, then the Developer is responsible for acquiring the additional ROW and completing the roadway improvements. Developer agrees to start the Phase 2 ROW process by the earlier of the Park Commencement Date or December 31, 2025.
6. If the auction occurs, but the successful bidder does not commence the first phase of development prior to the Phase 2 completion date, the City has the right to require the Developer to construct Phase 2 improvements
7. If Developer is required to construct Phase 2 improvements, the city will enter into a Repayment Agreement with the Developer, subject to ASLD's approval, for the reimbursement of all costs in connection with the Phase 2 improvements.

Previous Actions/Background:

October 31, 2011 – Council approved a Development Agreement for Aloravita North and South.
October 8, 2011 – City Council approved the PCD for Aloravita North and South

Staff Recommendation:

Staff recommends that the Mayor and City Council approve the Development Agreement with Ashton Woods Arizona, LLC outlining the funding, responsibilities and timing for the construction of 77th Lane improvements in Aloravita South.

Fiscal Analysis:

There are no city fiscal impacts associated with this agreement. Staff will provide administrative services to facilitate the repayment contemplated within the terms of the agreement.

ATTACHMENTS:

Development Agreement
Ownership Boundaries

Contact Name and Number:
Katie Gregory, 623-773-7364

WHEN RECORDED, RETURN TO:

City of Peoria
City Clerk's Office
8401 W. Monroe Street
Peoria, Arizona 85345

DEVELOPMENT AGREEMENT FOR 77TH LANE CONSTRUCTION IN ALORAVITA SOUTH

This Development Agreement ("**Agreement**") is entered into as of the ______ day of __________, 2022 ("**Effective Date**"), by and between the CITY OF PEORIA, an Arizona municipal corporation ("City") and ASHTON WOODS ARIZONA, L.L.C., a Nevada limited liability company, and LT ALORAVITA LLC, a Delaware limited liability company (collectively, the "**Developer**"). The City and Developer are individually referred to herein as, a "Party" and collectively, as the "Parties."

RECITALS

A. WHEREAS, "Aloravita South" is a future master planned residential community consisting of approximately 628 acres located in the City of Peoria, Maricopa County, Arizona.

B. WHEREAS, Developer is the owner of a portion of Aloravita South consisting of approximately 328 acres, commonly known as "Aloravita South Parcels 3-8" and more particularly depicted in **Exhibit A-1** and legally described in **Exhibit A-2** attached hereto and incorporated herein by reference ("**Aloravita South Parcels 3-8**").

C. WHEREAS, the remaining approximately 300 acres in Aloravita South, consisting of Parcels 1-2 and 9-15, is State Trust Land, which is administered by the State Land Commissioner and Arizona State Land Department "**ASLD**," ("**Aloravita South Remainder**" as generally described and depicted in **Exhibit B** attached hereto).

D. WHEREAS, ASLD has received an application to bring to public auction and sell the Aloravita South Remainder per Application No. 53-122449 as submitted to ASLD (the "**ASLD Auction**"). The time and date of the ASLD Auction is presently unknown. The entity that acquires the Aloravita South Remainder at the ASLD Auction is referred to in this Agreement as the "**Successful Bidder.**"

E. WHEREAS, Aloravita South Parcels 3-8 and the Aloravita South Remainder are located along the alignment for 77th Lane, which is a through-route from Jomax Road to Happy Valley Road.

F. WHEREAS, in conjunction with the development of Aloravita South Parcels 3-8 by Developer, partial development of the 77th Lane roadway improvements will occur.

G. WHEREAS, in support of the City's interests in developing a complete transportation system, the City would like to ensure that 77th Lane is fully built out at the earliest opportunity. As such, the Parties desire to enter into this Agreement to set forth the timing and responsibilities for funding and construction of the remaining west half of 77th Lane located along the eastern boundary of Parcels 9 and 11 within the Aloravita South Remainder.

H. WHEREAS, The Parties acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of Arizona Revised Statutes ("A.R.S.") § 9-500.05 and that, in accordance therewith, it shall be recorded in the Office of the Maricopa County Recorder against the interest of Developer in Aloravita South Parcels 3-8 to give notice to all persons of its existence and of the Parties' intent that the burdens and benefits contained herein be binding on and inure to the benefit of the Parties and all their successors in interest and permitted assigns.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed by the Parties hereto as follows:

1. **Definitions**.

1.1. "**Aloravita South**" means that certain master planned residential community consisting of approximately 628 acres located in the City.

1.2. "**Aloravita South Parcels 3-8**" means the approximate 328 acres within Aloravita South comprised of Parcels 3-8 as more specifically depicted and legally described in Exhibits A-1 and A-2.

1.3. "**Aloravita South Remainder**" means the approximate 300 acres within Aloravita South comprised of Parcel 1-2 and 9-15 as generally described and depicted in Exhibit B.

1.4. "**Phase 1 Approved Plans**" means those plans and specifications for Phase 1 of 77th Lane as approved by the City.

1.5. "**Phase 2 Approved Plans**" those plans and specifications for Phase 2 of 77th Lane as approved by the City.

1.6. "**Aloravita DA**" means that certain 'Development Agreement for Aloravita' by and between the City of Peoria, Aloravita I, LLC, an Arizona limited liability company, and Aloravita II, an Arizona limited liability company dated October 31, 2011 and recorded in the Official Records of the Maricopa County Recorder's Office at Instrument No. 2011-0902516.

1.7. "**City Park Commencement Date**" means the date that the City issues the 600th certificate of occupancy for a home within Aloravita South Parcels 3-8.

1.8. "**Phase 2 Obligation to Complete Date**" means the date that is the earlier of twelve (12) months after the City Park Commencement Date or December 31, 2026, but not sooner than twelve (12) months after execution of the Repayment Agreement.

1.9. "**Successful Bidder**" is the entity that acquires the Aloravita South Remainder at the ASLD Auction as defined in Recital D.

1.10. "**Phase 2 of 77th Lane**" means those roadway improvements required by the City and ASLD to be constructed as a condition for acquiring and developing the Aloravita South Remainder and including all improvements for the west half of 77th Lane (located along the eastern boundary of parcels 9 and 11) in accordance with the Phase 2 Approved Plans, including the west half of the 77th Lane roundabout.

2. **Design of 77th Lane**. 77th Lane is designated as a collector roadway that, within Aloravita South, runs from Jomax Road to Happy Valley Road ("**77th Lane**"). As a condition of development for Aloravita South Parcels 3-8, Developer agrees, as part of the first phase of development, to design and prepare plans for the improvements required for Phase 1 of 77th Lane and Phase 2 of 77th Lane as defined below. The City agrees a median will not be required within 77th Lane. The City further agrees that construction of 77th Lane can be phased as described in Sections 3 and 4 below, referred to as Phase 1 of 77th Lane and Phase 2 of 77th Lane.

3. **Phase 1 of 77th Lane**.

3.1. Phase 1 of 77th Lane Improvements. The Parties acknowledge and agree that in conjunction with the development of Aloravita South Parcels 3-8 by Developer, Developer is responsible for partial construction of 77th Lane, including: (i) full buildout of 77th Lane from Jomax Road along Parcels 4, 5 and 6 within Aloravita South Parcels 3-8; (ii) construction of an interim half-street condition along Parcel 8 to Happy Valley Road (east half of 77th Lane); and (iii) construction of the east half of the southern roundabout within the 77th Lane right-of-way (collectively, "**Phase 1 of 77th Lane**") (*see* **Exhibit C**, *Phase 1 of 77th Lane Improvements*). The improvements to be constructed for Phase 1 of 77th Lane will be contained within the existing certificate of purchase boundary for Aloravita South Parcels 3-8 as acquired from the ASLD by Developer ("**CP Boundary**") and the City agrees that the required improvements will remain within the CP Boundary.

3.1.1. The City agrees to work with Developer to design and approve Phase 1 of 77th Lane as part of the approval of plans for the first phase of development within Aloravita South Parcels 3-8. Except as otherwise provided in this Agreement, and specifically subject to Section 4.0 below, Developer shall not be required to construct any other improvements for 77th Lane in order to commence and complete construction of development within Aloravita South Parcels 3-8.

3.1.2. Upon completion of Phase 1 of 77th Lane by Developer, Developer shall dedicate such improvements to the City and thereafter the City shall maintain such improvements. The City agrees that construction of Phase 2 of 77th Lane as provided in Section 4 below is not a condition for the City's acceptance of Phase 1 of 77th Lane and will not be a condition to the issuance of building permits or certificates of occupancy for homes constructed within Aloravita South Parcels 3-8 unless Developer is required to complete Phase 2 of 77th Lane pursuant to Section

4.2 below and Developer does not complete construction by the Phase 2 Obligation to Complete date.

4. <u>**Phase 2 of 77th Lane**</u>.

4.1. Timing and Obligation of Successful Bidder for Phase 2 of 77th Lane. If the ASLD Auction occurs prior to the City Park Commencement Date, then the Successful Bidder is responsible for Phase 2 of 77th Lane, including acquiring and dedicating the necessary right of way and constructing the required Phase 2 of 77th Lane improvements, pursuant to the Phase 2 Approved Plans, and Developer will have no obligation for Phase 2 of 77th Lane. The City agrees to require the Successful Bidder to convey the right of way for Phase 2 of 77th Lane and complete construction of Phase 2 of 77th Lane with the first phase of development within the Aloravita South Remainder. If ASLD does not sell the Aloravita South Remainder in whole, but sells individual parcels, then Phase 2 of 77th Lane will be the obligation of the purchaser of Parcel 11 within the Aloravita South Remainder.

4.1.1. Within the earlier of thirty (30) days prior to the ASLD Auction Notice for the Aloravita South Remainder or thirty (30) days after the Effective Date of this Agreement, the City agrees to prepare and provide ASLD with a letter to be included in the auction notice for the Aloravita South Remainder setting forth the requirements to be imposed by the City on the Successful Bidder to complete Phase 2 of 77th Lane with the first phase of development of the Aloravita South Remainder and to acquire from ASLD all right-of-way needed for the construction of Phase 2 of 77th Lane, including, but not limited to, areas needed to accommodate required public utility easements and temporary drainage areas as required for Phase 2 of 77th Lane ("**Phase 2 ROW**"). The City's letter will include a request that ASLD require the Successful Bidder to initiate the process to secure a partial patent for the Phase 2 ROW within thirty (30) days after the ASLD Auction and complete the process no later than ninety (90) days after the ASLD Auction.

4.2. Timing and Obligation of Developer for Phase 2 of 77th Lane. If the ASLD Auction for the Aloravita South Remainder, or Parcel 11 within the Aloravita South Remainder if ASLD sells individual parcels, does not occur prior to the City Park Commencement date, then Developer is responsible for acquiring Phase 2 ROW from ASLD and is responsible for constructing Phase 2 of 77th Lane. Developer agrees to start the Phase 2 ROW acquisition process by the earlier of the City Park Commencement Date or December 31, 2025. Developer must thereafter complete construction of Phase 2 of 77th Lane, in accordance with the Phase 2 Approved Plans, by the Phase 2 Obligation to Complete Date. Alternately, if the ASLD Auction occurs prior to the City Park Commencement date, but the Successful Bidder does not commence the first phase of development prior to the Phase 2 Obligation to Complete Date, then the City has the right, but not the obligation, to require Developer to construct Phase 2 of 77th Lane pursuant to the terms of this Agreement.

4.2.1. If Developer is obligated to acquire the Phase 2 ROW and construct Phase 2 of 77th Lane, then Developer agrees to diligently pursue Completion (hereinafter defined) of Phase 2 of 77th Lane by the Phase 2 Obligation to Complete Date. As used herein, the term "Completion" or "Completed" shall mean that the Phase 2 of 77th Lane improvements have been constructed and installed in accordance with the Phase 2 Approved Plans and accepted by the City and the associated warranty period has commenced.

4.2.2. If Developer is required to acquire the Phase 2 ROW and construct Phase 2 of 77th Lane, then Developer shall pay all costs to acquire the Phase 2 ROW and construct and install Phase 2 of 77th Lane, subject to the reimbursement provisions in Section 5 below.

4.3. Construction of Phase 2 of 77th Lane. The City agrees that during construction of Phase 2 of 77th Lane, access along Phase 1 of 77th Lane to Aloravita Parcel 3-8 will be maintained.

5. **Repayment to Developer for Phase 2 of 77th Lane**. If Developer is required to construct Phase 2 of 77th Lane, then the City hereby covenants and agrees that the City will, as a condition to Developer's obligation to construct Phase 2 of 77th Lane, enter into a Repayment Agreement with Developer for reimbursement of all costs and expenses incurred by Developer in connection with the acquisition of the Phase 2 ROW and for the design and construction of the Phase 2 of 77th Lane improvements subject to the City's approval of design and construction costs and subject to ASLD's approval of a Repayment Agreement and in compliance with the requirements set forth in Peoria City Code Sections 23-32 through 23-39. The Repayment Agreement shall be in conformance with Section 23-32—Section 23-39 of the Peoria City Code, non-interest bearing and generally in the form as **Exhibit D** attached hereto (the "**Repayment Agreement**"). The Repayment Agreement must be in a form acceptable to, and agreed upon by ASLD which shall be recorded against Aloravita South Remainder.

6. **Miscellaneous**.

6.1. Notices. Except as otherwise required by law, any notice, demand or other communication required to be given by this Agreement (each, a "Notice") shall be in writing and shall be given by (i) personal delivery; (ii) by certified or registered U.S. Mail, return receipt requested; or (iii) or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid and addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph:

To City:

____
____
____
____
____

With a Copy to:

____
____
____
____
____

To Developer:

<u>If to LT</u>:
LT ALORAVITA, LLC
c/o Lennar Arizona, LLC
Attention: Alan M. Jones and Jeff Gunderson
1655 West Alameda Dr., Suite 130
Tempe, Arizona 85282
Fax No.: (480) 897-2974
Email: alan.jones@lennar.com and
jeff.gunderson@lennar.com

and

LT ALORAVITA, LLC
c/o Taylor Morrison/Arizona, Inc.
4900 North Scottsdale Road
Suite 2200
Scottsdale, Arizona 85251
Attn: Steven Hahn
Telephone: (480) 344-7000
Email: shahn@taylormorrison.com

<u>With Required Copies to</u>:

Gammage & Burnham, P.L.C.
40 North Central Avenue, 20th Floor
Phoenix, Arizona 85004
Attn: Thomas J. McDonald and Marcie Shuman
Fax: (602) 256-4475
Email: tmcdonald@gblaw.com
Email: mshuman@gblaw.com
and
Berens Blonstein PLC
7033 E. Greenway Parkway, Suite 210
Scottsdale, Arizona 85254
Attn: Marc D. Blonstein, Esq.
Telephone: (480) 624-2703
Email: mblonstein@berensblonstein.com

<u>And with copy of default notices to</u>:
Lennar Corporation
Deputy General Counsel
Attention: Legal Transactional Notices
25 Enterprise
Aliso Viejo, California 92656
Fax No.:(949) 448-0523
Email: rob.nicks@lennar.com

If to Ashton Woods:

Ashton Woods Construction LLC
8655 East Via de Ventura, Suite F-250
Scottsdale, Arizona 85258
Attention: Jeremy Ramsdell
Email: jeremy.ramsdell@ashtonwoods.com

With Required Copies to:

Brier, Irish & Hubbard, PLC
Attn: Jeffrey P. Hubbard and Anthony J. Meier
6245 North 24th Parkway, Suite 100
Phoenix, Arizona 85016
Fax: (602) 522-3946
Email: jhubbard@bihlaw.com and tmeier@bihlaw.com

And

c/o Arroyo Capital, LLC
18575 Jamboree Rd., Suite 350
Irvine, CA 92612
Attn.: Leigh Austin
Email: laustin@arroyocapital.com
Fax: (213) 830-6392
c/o Oaktree Capital Management, L.P.
333 S. Grand Ave., 28th Floor
Los Angeles, CA 90071
Attn.: Jason Keller
Telephone No.: (213) 830-6754
Email: jkeller@oaktreecapital.com
Fax: (213) 830-6392
c/o Oaktree Capital Management, L.P.
333 S. Grand Ave., 28th Floor
Los Angeles, CA 90071
Attn.: Cary A. Kleinman
Telephone No.: (213) 830-6316
Email: ckleinman@oaktreecapital.com
Fax: (213) 830-6392

Rutan & Tucker, LLP
18575 Jamboree Rd., Suite 900
Irvine, CA 92612
Attn: F. Kevin Brazil, Esq.
Telephone No.: (714) 641-3462
Email: kbrazil@rutan.com
Fax No.: (714) 540-9035

Any Notice will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee; and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the

United States or with a United States postal officer; and (iii) if sent by a recognized national overnight delivery service be deemed effective one (1) business day after deposit with such service.

6.2. Cooperation; Further Acts. The Parties agree to cooperate with each other consistent with this Agreement. In furtherance of the foregoing, each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

6.3. Default. Subject to the limitations set forth in this Agreement, in the event of a default by a Party of the terms of this Agreement, which default is not cured after receipt of Notice thereof and a reasonable amount of time to cure such default, the non-defaulting Party shall have all remedies available to it at law or in equity, including, without limitation, specific performance of any obligation created under this Agreement and the issuance of an injunction; provided, however, each Party waives any right to seek recovery of, or recover, any special, consequential, punitive, or other monetary damages of any kind, other than actual damages.

6.4. Venue; Attorney's Fees. Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing Party in such action will be entitled to reimbursement by the other Party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the court.

6.5. Conflict of Interests. No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

6.6. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-contractor, employer-employee, partnership, or joint venture relationship between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

6.7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto. As between City and Developer, in the event of a conflict between the provisions of this Agreement and the provisions of the Aloravita DA, the provisions of this Agreement shall prevail.

6.8. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

6.9. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be conclusively determined to be invalid or unenforceable to any extent, such provision shall be ineffective to the extent of such invalidation or unenforceability, but such determination shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

6.10. Calculation of Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period or the date of performance, as applicable, 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.

6.11. Counterparts. 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. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

6.12. Exhibits. The Recitals of this Agreement are incorporated herein by reference and form a part of this Agreement. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

6.13. Time of Essence. Time is of the essence of this Agreement and each provision of this Agreement.

6.14. Recordation. The City will cause this Agreement to be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after execution of the Agreement by the Parties, and shall thereafter promptly provide a recorded copy of this Agreement to Developer.

6.15. Partial Release Upon Sale of Public Lots. The Parties acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with a Public Lot (hereinafter defined) when such Public Lot is sold to the end purchaser or user. Upon the sale of a Public Lot, and without the execution or recordation of any further document or installment, such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement. Until the full release is recorded, the burdens and benefits contained in this Agreement, however, shall continue to be binding on and inure to the benefit of the Parties and all their successors in interest and permitted assigns on any remaining portion of Aloravita South Parcels 3-8 that has not been sold as a Public Lot. As used herein, the term "Public Lot" means a lot located within Aloravita South Parcels 3-8, which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one (1) year) or sold to the end purchaser or user.

6.16. Non-liability of Officials, Partners, and Employees. No member, official or employee of the City will be personally liable to any other Party, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to another Party or their successors, or on any obligation under the terms of this Agreement.

6.17. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, including but not limited to rights and remedies existing at common law.

6.18. Captions. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

6.19. No Agency Created. Nothing contained in this Agreement creates any partnership, joint venture, or agency relationship among the City or Developer. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization, or corporation not a Party hereto, and no other person, firm, organization, or corporation may have any right or cause of action hereunder.

6.20. Governing Statutes. References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provision

6.21. Force Majeure Delay. Means any default or inability of a Party to perform under this Agreement due to unexpected delays, strikes, lockouts, labor disputes, acts of God, pandemics, inclement weather (including rain), inability to obtain labor or materials or reasonable substitutes therefor, failure or disruption of utilities or critical electronic systems (including so called "rolling" blackouts), Governmental Restrictions, governmental regulations, governmental controls (including delays in issuing required permits and approvals), judicial orders, acts of the public enemy (including terrorist acts) or hostile governmental action, civil commotion, fire or other casualty, eminent domain and other causes beyond the reasonable control of the party obligated to perform. Upon occurrence of a Force Majeure Delay, any dates or deadlines in this Agreement will be extended by the time reasonably necessary, as determined by the Party experiencing such delay, to fulfill the required obligation.

[balance of page intentionally left blank; signatures follow]

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

CITY OF PEORIA, an Arizona municipal corporation

By: ______________________________

Name: Jeff Tyne

Title: City Manager

ATTEST:

____

Lori Dyckman, CITY CLERK

APPROVED AS TO FORM:

____

Vanessa P. Hickman, CITY ATTORNEY

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

ASHTON WOODS ARIZONA L.L.C., a Nevada limited liability company

By: ______________________________

Name: ______________________________

Title: ______________________________

STATE OF ARIZONA)
) ss.
County of ________)

The foregoing instrument was acknowledged before me this _____ day of ___________, 20__, by ________________________ of ASHTON WOODS ARIZONA L.L.C., a Nevada limited liability company, on behalf thereof.

Notary Public

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

LT ALORAVITA LLC, a Delaware limited liability company

By: Lennar Arizona, LLC, an Arizona limited liability company,
Its Manager

By: ______________________________

Name: Jeff Gunderson

Title: Vice President

STATE OF ARIZONA)
) ss.
County of ______________________)

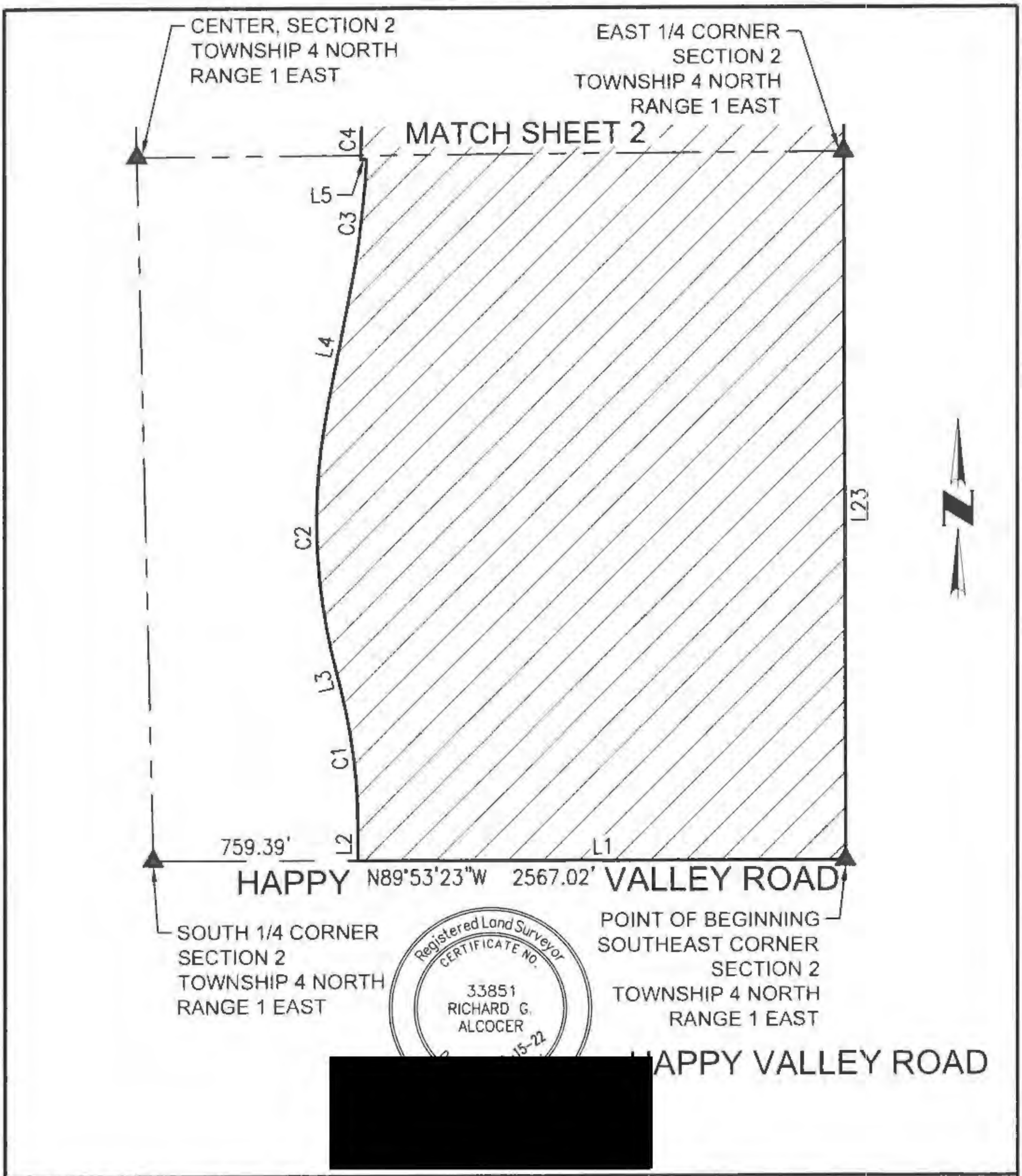
The foregoing instrument was acknowledged before me this _____ day of ___________, 20__, by Jeff Gunderson, Vice President of Lennar Arizona, LLC, an Arizona limited liability company, Manager of LT ALORAVITA LLC, a Delaware limited liability company, on behalf thereof.

Notary Public

EXHIBIT A-1

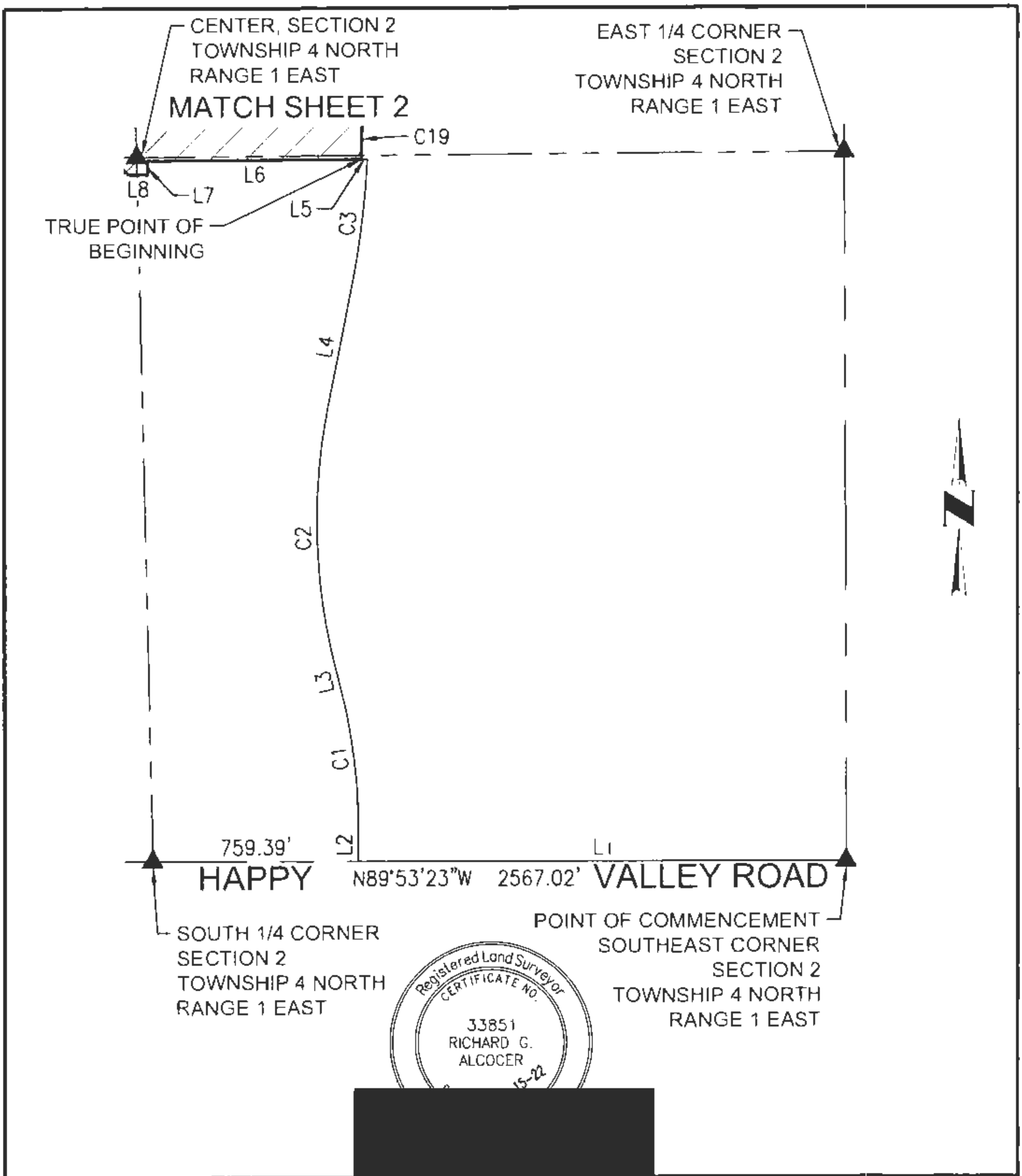
DEPICTION OF

Aloravita South Parcels 3-8



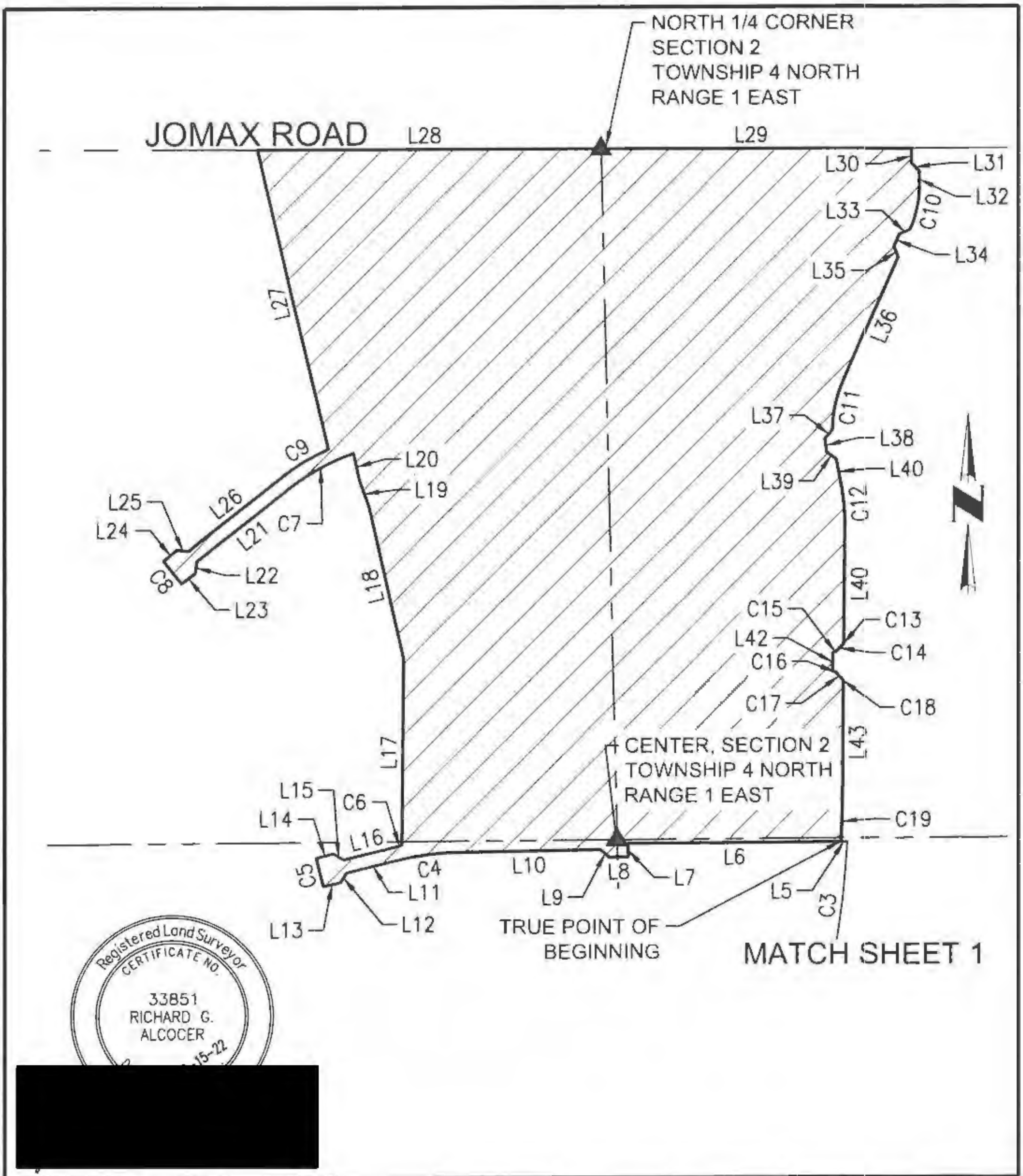
SCALE 1" = 500'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	TAKEDOWN NO. 1	1 OF 4

EXHIBIT A-1



SCALE 1" = 500'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	REMAINDER NO. 1	1 OF 5

N:\01\0232238\Cadd\Exhibits\VX.REMAINDER1.dwg TomD February 15, 2022



[redacted]

SCALE 1" = 500'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	REMAINDER NO. 1	2 OF 5

N:\01\0232238\Cadd\Exhibits\VX.REMAINDER1.dwg **TomD** **February 15, 2022**

EXHIBIT A-2

LEGAL DESCRIPTION OF

Aloravita South Parcels 3-8

EXHIBIT A-2

March 15, 2022

LEGAL DESCRIPTION FOR
ALROAVITA SOUTH
TAKEDOWN NO. 1 PARCEL

That part of the East Half of Section 2, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the City of Peoria Aluminum Cap marking the Northeast Corner of said Section 2;

Thence South 00°05'02" East, along the East line of the Northeast Quarter of said Section 2, a distance of 2,549.27 feet to the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 2;

Thence South 00°04'43" East, along the East line of the Southeast Quarter of said Section 2, a distance of 2,636.63 feet to the City of Peoria Brass Cap flush marking the Southeast Corner of said Section 2;

Thence North 89°53'23" West, along the South line of the Southeast Quarter of said Section 2, a distance of 1,807.63 feet;

Thence North 00°06'37" East, departing said South line, a distance of 125.33 feet to the beginning of a tangent curve of 2,085.00 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 14°16'23", a distance of 519.39 feet;

Thence North 14°09'46" West, a distance of 82.56 feet to the beginning of a tangent curve of 2,215.00 foot radius, coneave Easterly;

Thence Northerly, along said curve, through a central angle of 25°15'54", a distance of 976.72 feet;

Thence North 11°05'52" East, a distanee of 442.79 feet to the beginning of a tangent curve of 3,485.00 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 08°04'35", a distance of 491.24 feet;

Thence South 89°40'03" West, a distance of 30.55 feet to a point on a 3,454.50 foot radius non-tangent curve, whose center bears North 86°56'56" West;

Thence Northerly, along said curve, through a central angle of 02°27'31", a distance of 148.24 feet;

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Thence North 00°35'32" East, a distance of 221.04 feet;
Thence North 89°24'28" West, a distance of 167.77 feet;

Thence North 01°55'10" West, a distance of 242.32 feet to a point on a 608.00 foot radius non-tangent curve, whose center bears South 13°20'55" East;

Thence Easterly, along said curve, through a central angle of 12°53'40", a distance of 136.83 feet;

Thence North 15°35'32" East, a distance of 11.99 feet;
Thence North 00°35'32" East, a distance of 66.52 feet;

Thence South 89°24'28" East, a distance of 8.00 feet to the beginning of a tangent curve of 12.00 foot radius, concave Northwesterly;

Thence Northeasterly, along said curve, through a central angle of 54°37'24", a distance of 11.44 feet to the beginning of a tangent reverse curve of 83.00 foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 02°31'13", a distance of 3.65 feet;

Thence North 15°35'32" East, a distance of 43.99 feet;
Thence North 01°58'17" East, a distance of 64.79 feet;
Thence South 89°24'28" East, a distance of 7.00 feet;

Thence North 00°35'32" East, a distance of 350.45 feet to the beginning of a tangent curve of 754.50 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 11°21'02", a distance of 149.47 feet;

Thence North 10°45'30" West, a distance of 95.10 feet;
Thence North 54°02'33" West, a distance of 44.02 feet;
Thence North 07°15'04" West, a distance of 56.99 feet;

Thence North 40°24'33" East, a distance of 44.96 feet to a point on a 445.50 foot radius non-tangent curve, whose center bears South 89°39'54" East;

Thence Northerly, along said curve, through a central angle of 22°40'06", a distance of 176.26 feet;

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Thence North 23°00'11" East, a distance of 508.06 feet;
Thence North 21°59'49" West, a distance of 42.43 feet;
Thence North 23°00'11" East, a distance of 56.63 feet;

Thence North 68°00'11" East, a distance of 42.43 feet;

Thence North 23°00'11" East, a distance of 11.47 feet to the beginning of a tangent curve of 359.50 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 22°57'06", a distance of 144.01 feet;

Thence North 00°03'05" East, a distance of 57.11 feet;
Thence North 44°56'11" West, a distance of 42.44 feet;

Thence North 00°03'05" East, a distance of 58.31 feet to the North line of the Northeast Quarter of said Section 2;

Thence South 89°57'13" East, along said North line, a distance of 1,514.73 feet to the City of Peoria Brass Cap flush marking the Southeast Corner of Section 35, Township 5 North, range 1 East;

Thence South 89°55'37" East, continuing along said North line, a distance of 26.37 feet to the Point of Beginning.

Containing 9,400,406 Square Feet or 215.804 Acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
3-16-22

[redacted]

CVL CONSULTANTS
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

EXHIBIT A-2

February 15, 2022

LEGAL DESCRIPTION FOR
ALORAVITA SOUTH
REMAINDER PARCEL 1

That part of Section 2, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the City of Peoria Brass Cap flush marking the Southeast Corner of said Section 2, from which the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 2 bears North 00°04'43" West, a distance of 2,636.63 feet;

Thence North 89°53'23" West, along the South line of the Southeast Quarter of said Section 2, a distance of 1,807.63 feet;

Thence North 00°06'37" East, departing said South line, a distance of 125.33 feet to the beginning of a tangent curve of 2,085.00 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 14°16'23", a distance of 519.39 feet;

Thence North 14°09'46" West, a distance of 82.56 feet to the beginning of a tangent curve of 2,215.00 foot radius, concave Easterly;

Thence Northerly, along said curve, through a central angle of 25°15'54", a distance of 976.72 feet;

Thence North 11°05'52" East, a distance of 442.79 feet to the beginning of a tangent curve of 3,485.00 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 08°04'35", a distance of 491.24 feet;

Thence South 89°37'31" West, a distance of 22.54 feet to the True Point of Beginning;

Thence South 89°39'59" West, a distance of 790.82 feet;
Thence South 00°59'56" East, a distance of 50.32 feet;
Thence South 89°00'04" West, a distance of 70.00 feet;
Thence North 45°59'56" West, a distance of 42.43 feet;

Thence South 89°00'04" West, a distance of 531.24 feet to the beginning of a tangent curve of 985.00 foot radius, concave Southerly;

Thence Westerly, along said curve, through a central angle of 12°28'38", a distance of 214.50 feet;

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Thence South 76°31'26" West, a distance of 204.21 feet;
Thence South 31°48'49" West, a distance of 42.64 feet;

Thence South 77°23'36" West, a distance of 65.00 feet to a point on a 2,900.00 foot radius non-tangent curve, whose center bears South 77°23'36" West;

Thence Northerly, along said curve, through a central angle of 02°07'32", a distance of 107.59 feet;

Thence North 75°16'04" East, a distance of 65.00 feet;
Thence South 58°57'33" East, a distance of 42.78 feet;

Thence North 76°31'26" East, a distance of 204.38 feet to the beginning of a tangent curve of 1,035.00 foot radius, concave Southerly;

Thence Easterly, along said curve, through a central angle of 01°04'50", a distance of 19.52 feet;

Thence North 00°37'03" East, a distance of 694.40 feet;
Thence North 12°50'26" West, a distance of 575.26 feet;
Thence North 19°37'40" West, a distance of 106.75 feet;

Thence North 12°50'26" West, a distance of 103.42 feet to a point on a 815.00 foot radius non-tangent curve, whose center bears South 19°25'03" East;

Thence Southwesterly, along said curve, through a central angle of 18°46'18", a distance of 267.01 feet;

Thence South 51°48'40" West, a distance of 440.95 feet;
Thence South 07°06'03" West, a distance of 42.64 feet;

Thence South 52°40'50" West, a distance of 65.00 feet to a point on a 2,900.00 foot radius non-tangent curve, whose center bears South 52°40'50" West;

Thence Northwesterly, along said curve, through a central angle of 02°07'32", a distance of 107.59 feet;

Thence North 50°33'18" East, a distance of 65.00 feet;
Thence South 83°40'19" East, a distance of 42.78 feet;

Thence North 51°48'40" East, a distance of 441.12 feet to the beginning of a tangent curve of 865.00 foot radius, concave Southeasterly;

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Thence Northeasterly, along said curve, through a central angle of 13°22'19", a distance of 201.88 feet;

Thence North 13°13'01" West, a distance of 1,142.82 feet to a point on the North line of the Northwest Quarter of said Section 2;

Thence South 89°58'11" East, along said North line, a distance of 1,243.76 feet to the City of Peoria Brass Cap flush marking the South Quarter Corner of Section 35, Township 5 North, Range 1 East;

Thence South 89°57'13" East, continuing along said North line and along the North line of the Northeast Quarter of said Section 2, a distance of 1,168.81 feet;

Thence South 00°03'05" West, departing said North line, a distance of 55.00 feet;

Thence South 44°56'11" East, a distance of 42.44 feet;

Thence South 00°03'05" West, a distance of 60.38 feet to a point on a 374.03 foot radius non-tangent curve, whose center bears North 89°50'21" West;

Thence Southerly, along said curve, through a central angle of 24°49'27", a distance of 162.05 feet;

Thence South 68°00'11" West, a distance of 42.43 feet;
Thence South 23°00'11" West, a distance of 50.00 feet;
Thence South 21°59'49" East, a distance of 42.43 feet;

Thence South 23°00'11" West, a distance of 511.37 feet to the beginning of a tangent curve of 437.50 foot radius, concave Easterly;

Thence Southerly, along said curve, through a central angle of 23°00'27", a distance of 175.99 feet;

Thence South 40°24'33" West, a distance of 44.36 feet;
Thence South 07°15'04" East, a distance of 50.00 feet;
Thence South 54°02'33" East, a distance of 43.74 feet;

Thence South 10°45'30" East, a distance of 98.27 feet to the beginning of a tangent curve of 762.50 foot radius, concave Westerly;

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4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

Thence Southerly, along said curve, through a central angle of 11°21'02", a distance of 151.05 feet;

Thence South 00°35'32" West, a distance of 433.11 feet to the beginning of a tangent curve of 20.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 52°42'45", a distance of 18.40 feet to the beginning of a tangent reverse curve of 75.00 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 17°20'10", a distance of 22.69 feet to the beginning of a tangent reverse curve of 20.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 54°37'24", a distance of 19.07 feet;

Thence South 00°35'32" West, a distance of 70.00 feet to a point on a 20.00 foot radius non-tangent curve, whose center bears South 00°35'32" West;

Thence Southeasterly, along said curve, through a central angle of 54°37'24", a distance of 19.07 feet to the beginning of a tangent reverse curve of 75.00 foot radius, concave Northeasterly;

Thence Southeasterly, along said curve, through a central angle of 17°20'10", a distance of 22.69 feet to the beginning of a tangent reverse curve of 20.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of 52°42'45", a distance of 18.40 feet;

Thence South 00°35'32" West, a distance of 440.46 feet to the beginning of a tangent curve of 3,462.50 foot radius, concave Westerly;

Thence Southerly, along said curve, through a central angle of 02°27'02", a distance of 148.10 feet to the True Point of Beginning.

Containing 4,946,948 Square Feet or 113.566 Acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
2-15-22

[redacted]

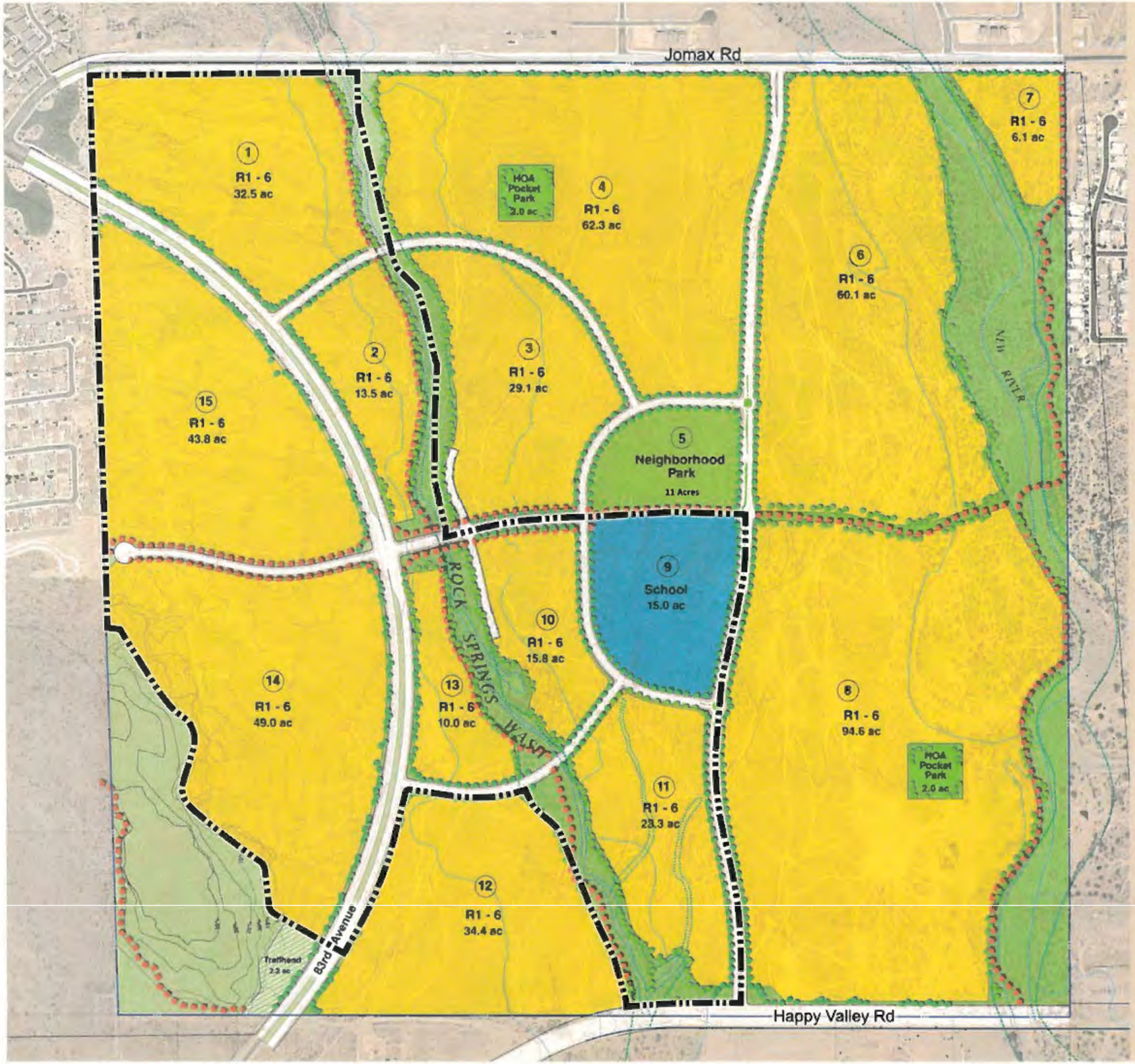
CVL CONSULTANTS
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

EXHIBIT B

Depiction of Aloravita Remainder

Exhibit B: Land Use Plan

Aloravita



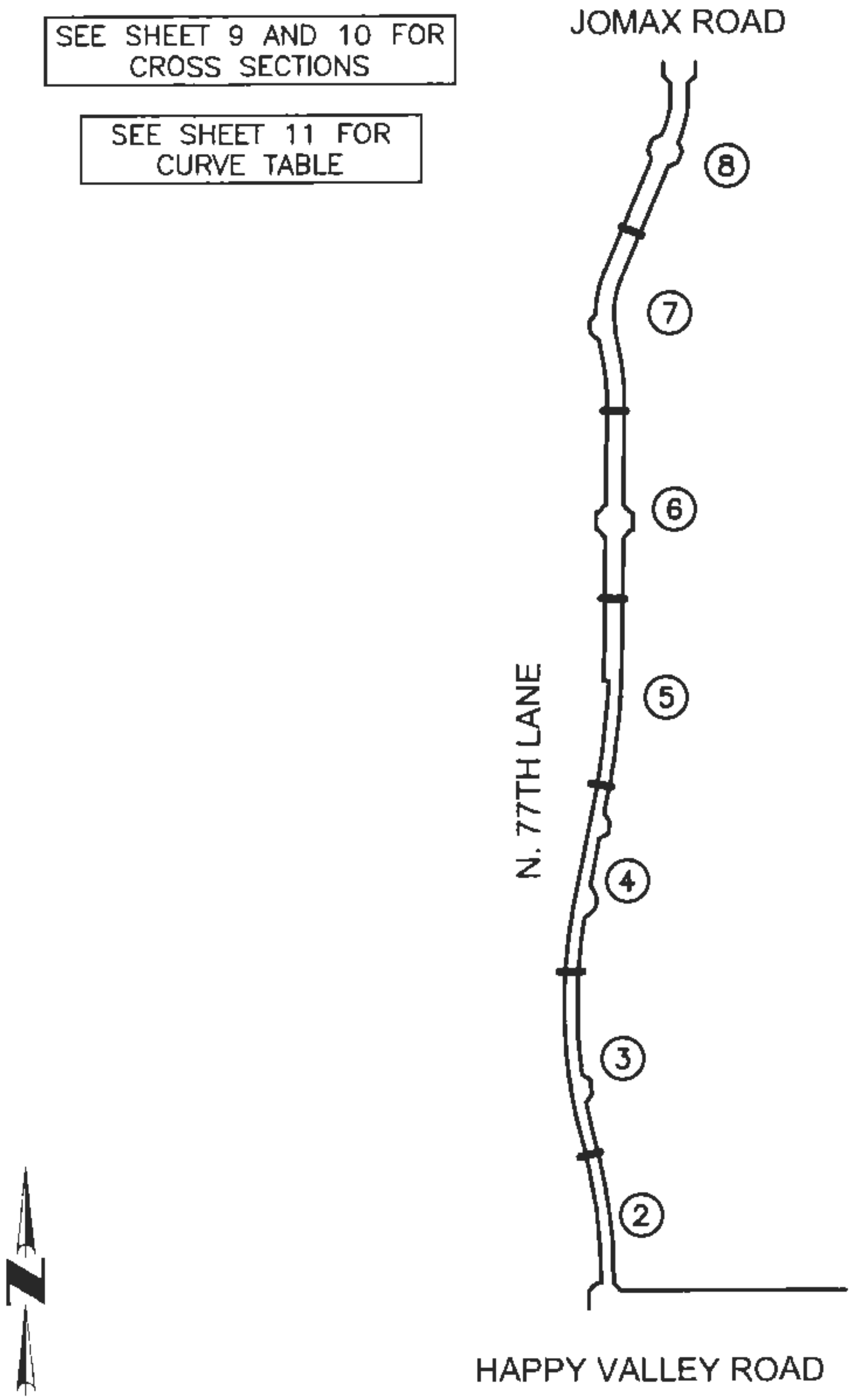
Aloravita Remainder Property - Phase 2 77th Lane Improvements Repayment Benefited Area

EXHIBIT C

Phase 1 of 77th Lane Improvements

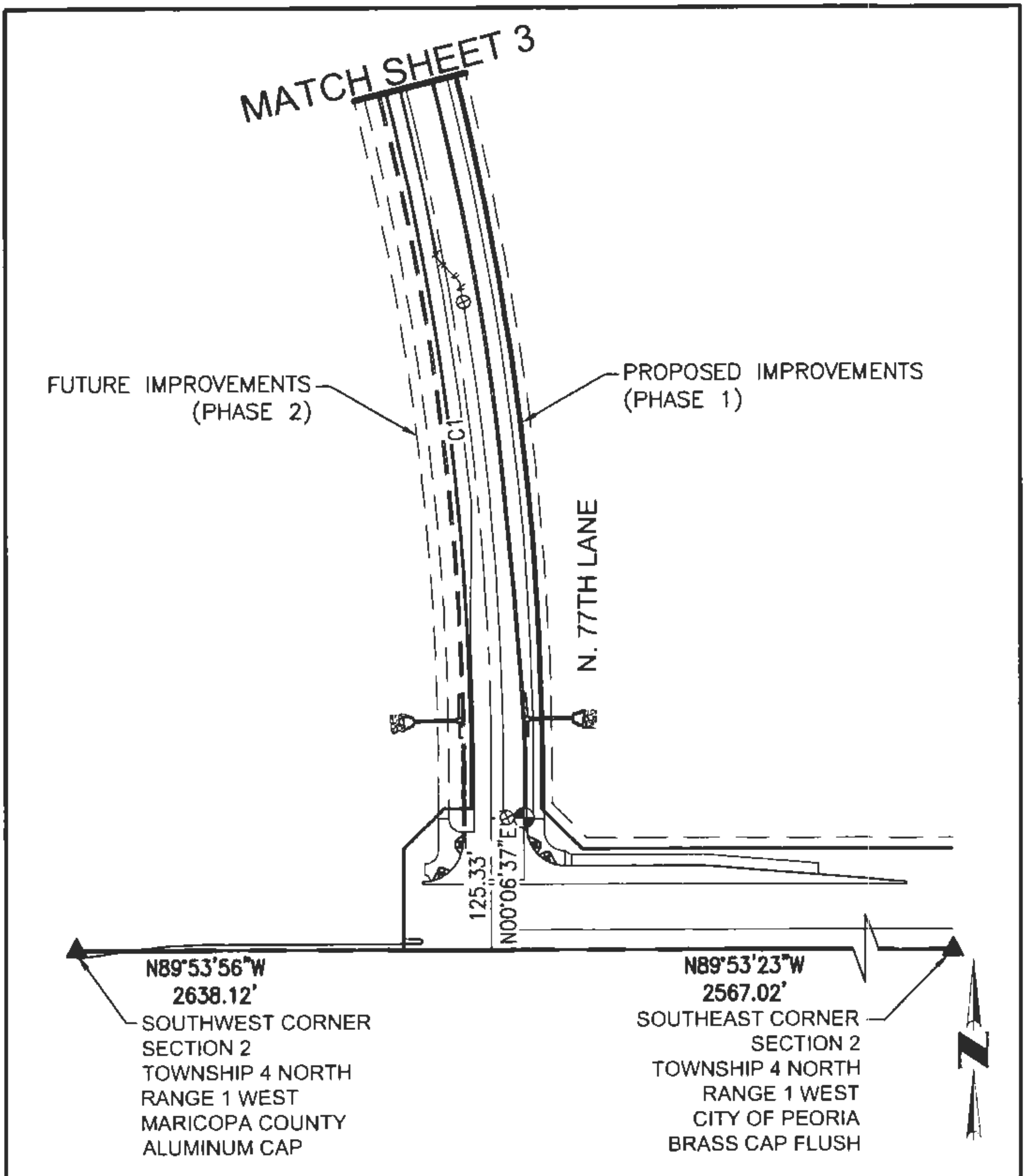
SEE SHEET 9 AND 10 FOR CROSS SECTIONS

SEE SHEET 11 FOR CURVE TABLE



SCALE 1" = 700'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	1 OF 11

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD** **June 7, 2022**



SCALE 1" = 100'

EXHIBIT

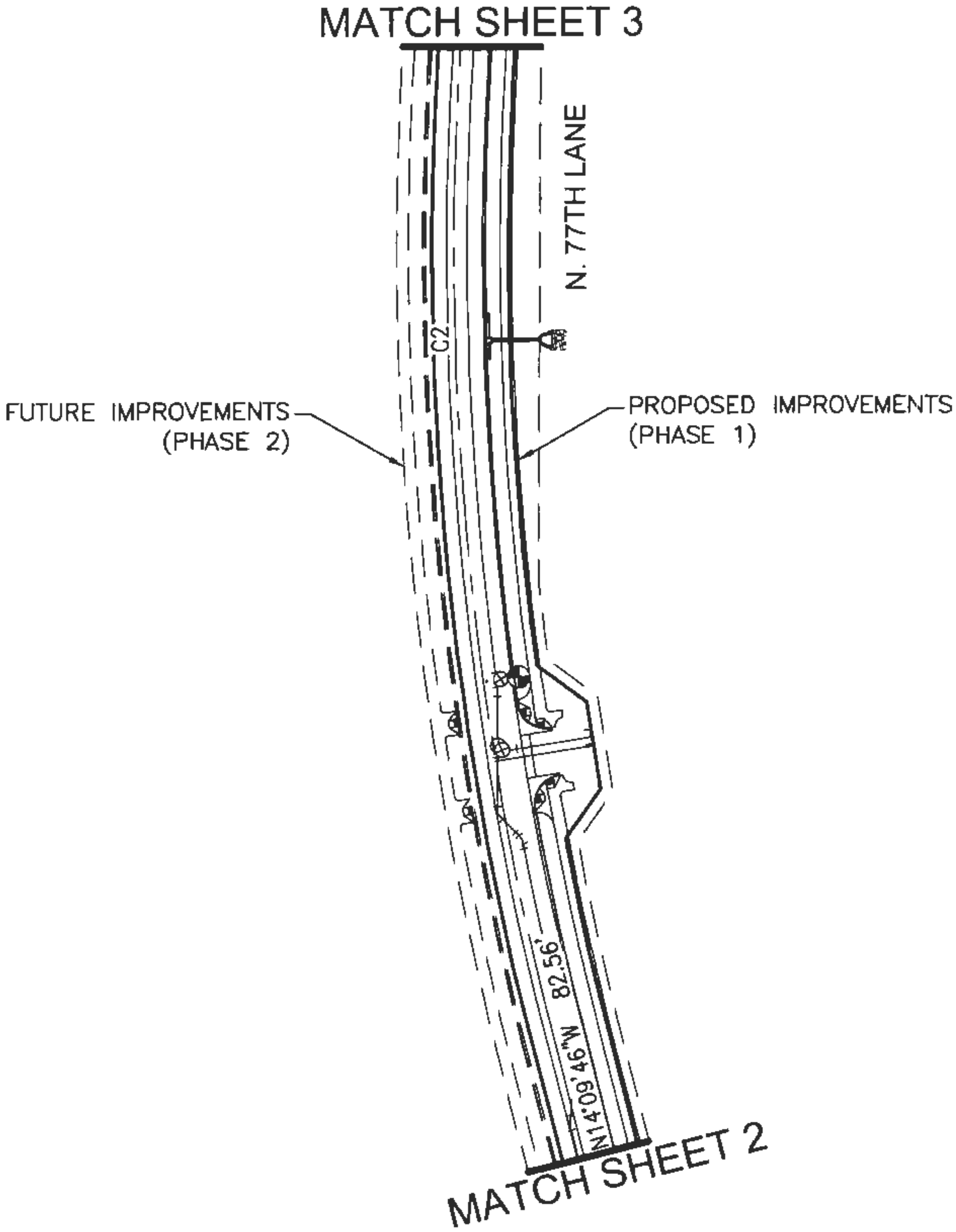
4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

ALORAVITA SOUTH

N. 77TH LANE

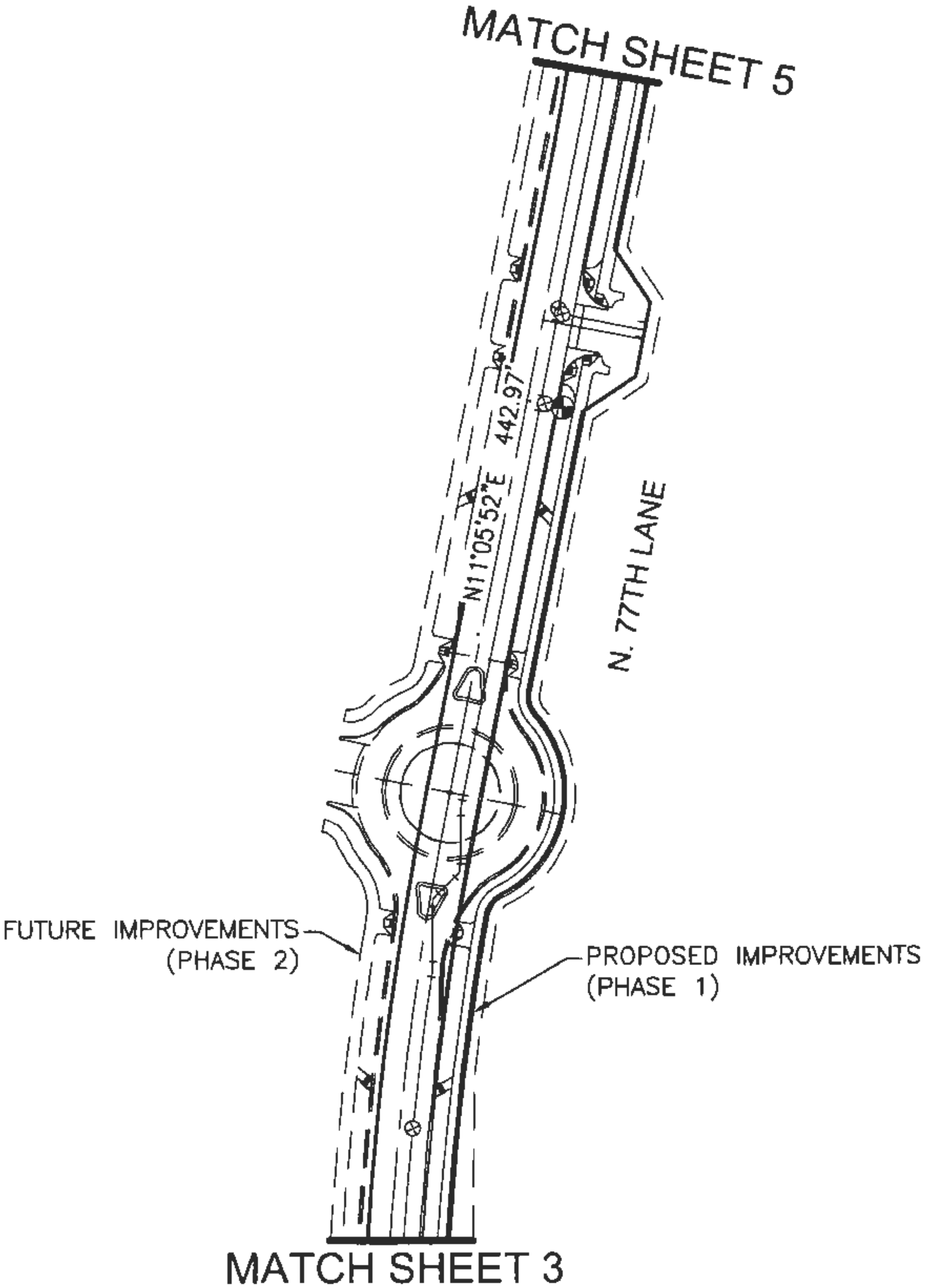
CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg WesleyD June 7, 2022



SCALE 1" = 100'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	3 OF 11

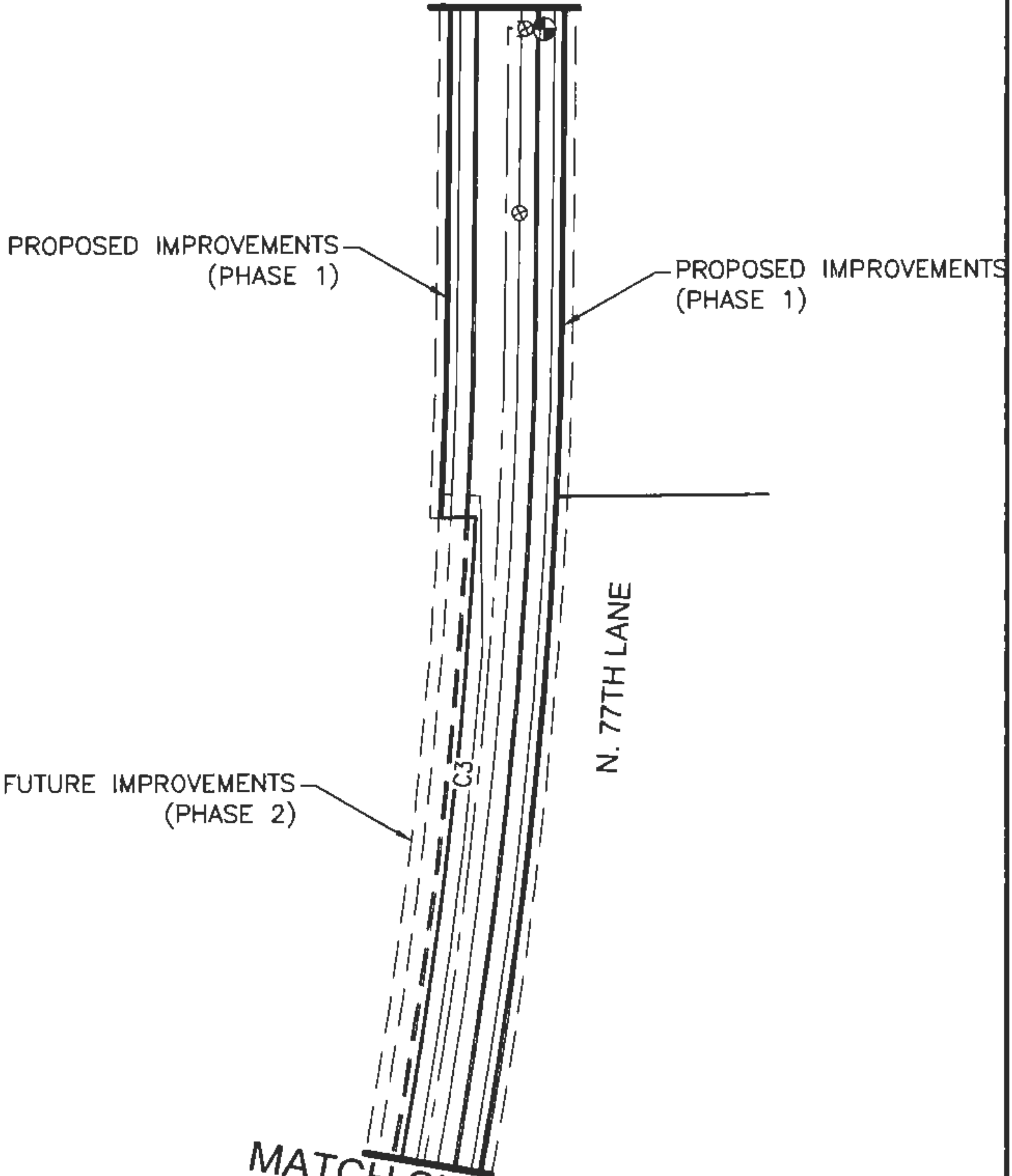
N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD June 7, 2022**



SCALE 1" = 100'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	4 OF 11

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg WesleyD June 7, 2022

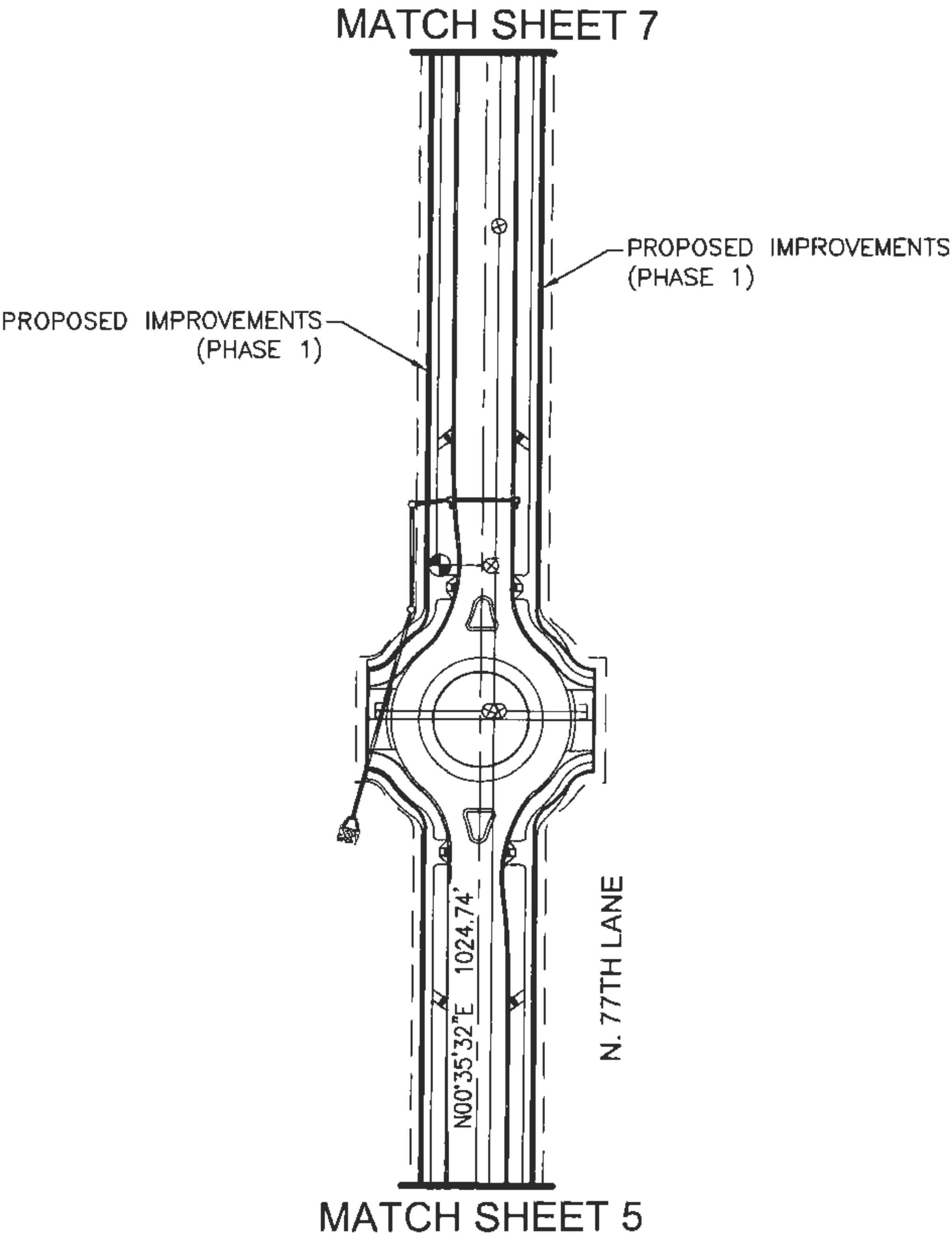
MATCH SHEET 6



MATCH SHEET 4

SCALE 1" = 100'	ALORAVITA SOUTH	CVL CONSULTANTS	
EXHIBIT			
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	5 OF 11	

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD June 7, 2022**



SCALE 1" = 100'

EXHIBIT

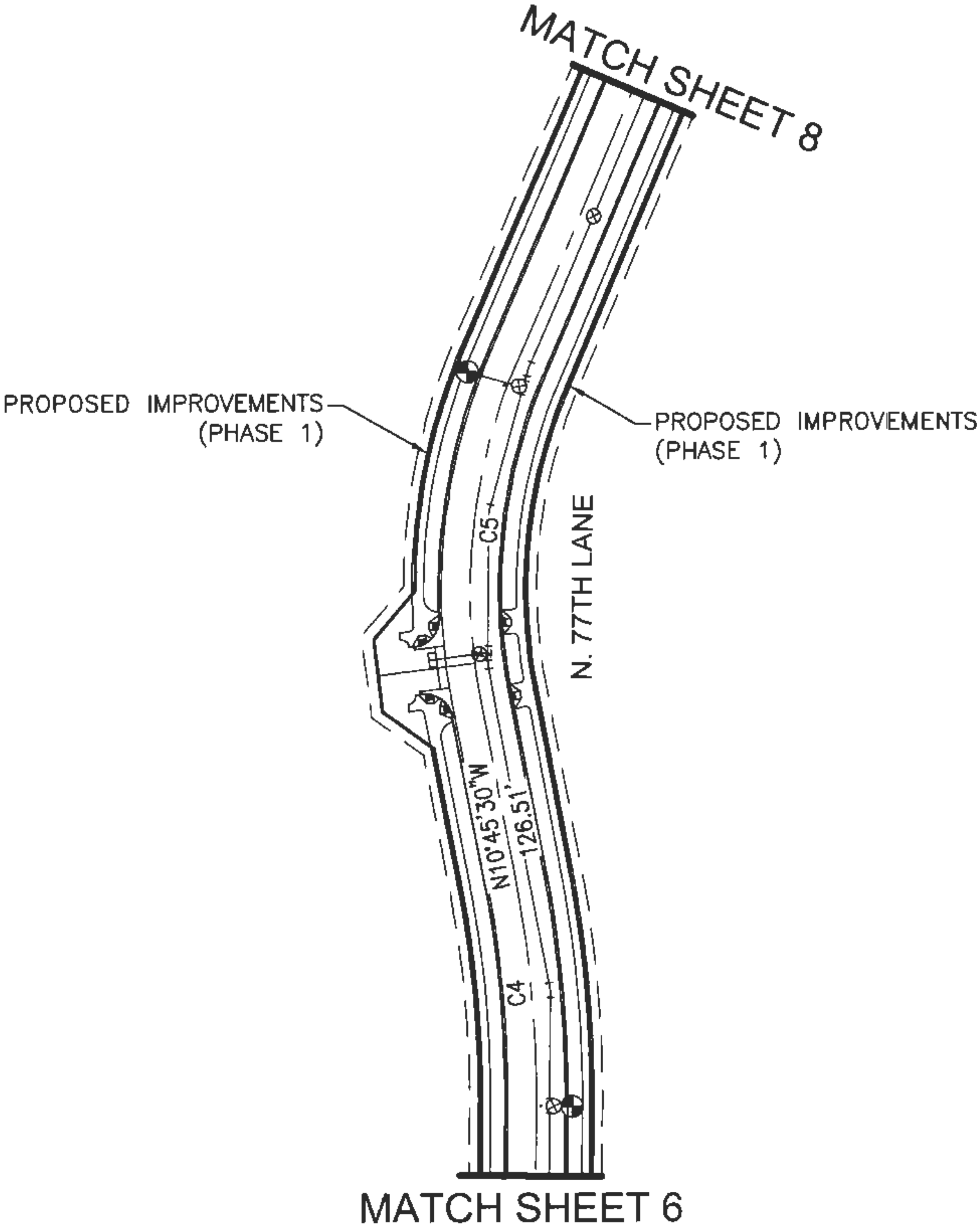
ALORAVITA SOUTH

N. 77TH LANE

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

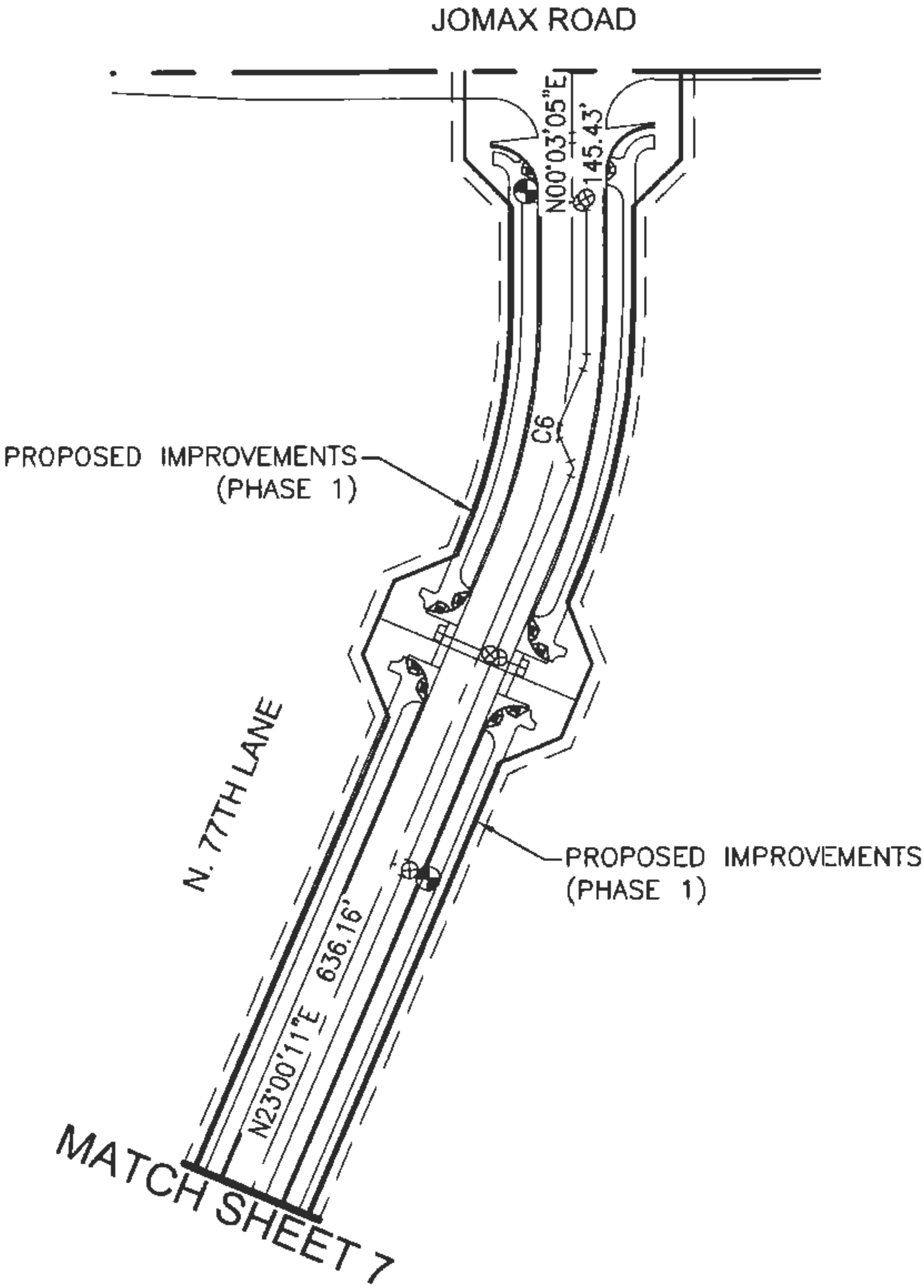
CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD** **June 7, 2022**



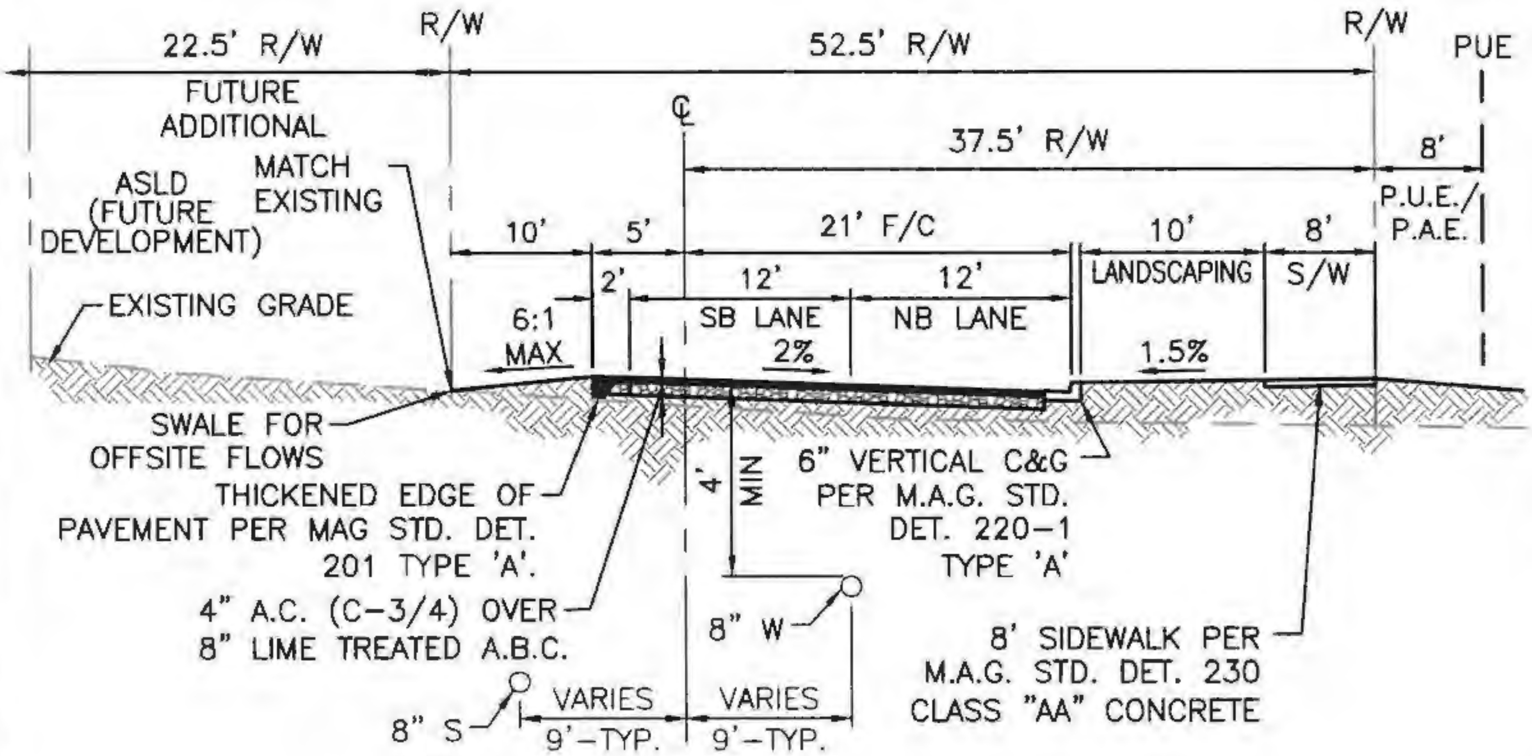
SCALE 1" = 100'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	7 OF 11

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD June 7, 2022**



SCALE 1" = 100'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	8 OF 11

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg WesleyD June 7, 2022



77TH LANE 3/4 STREET

LOOKING NORTH - N.T.S.

SCALE N.T.S.

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

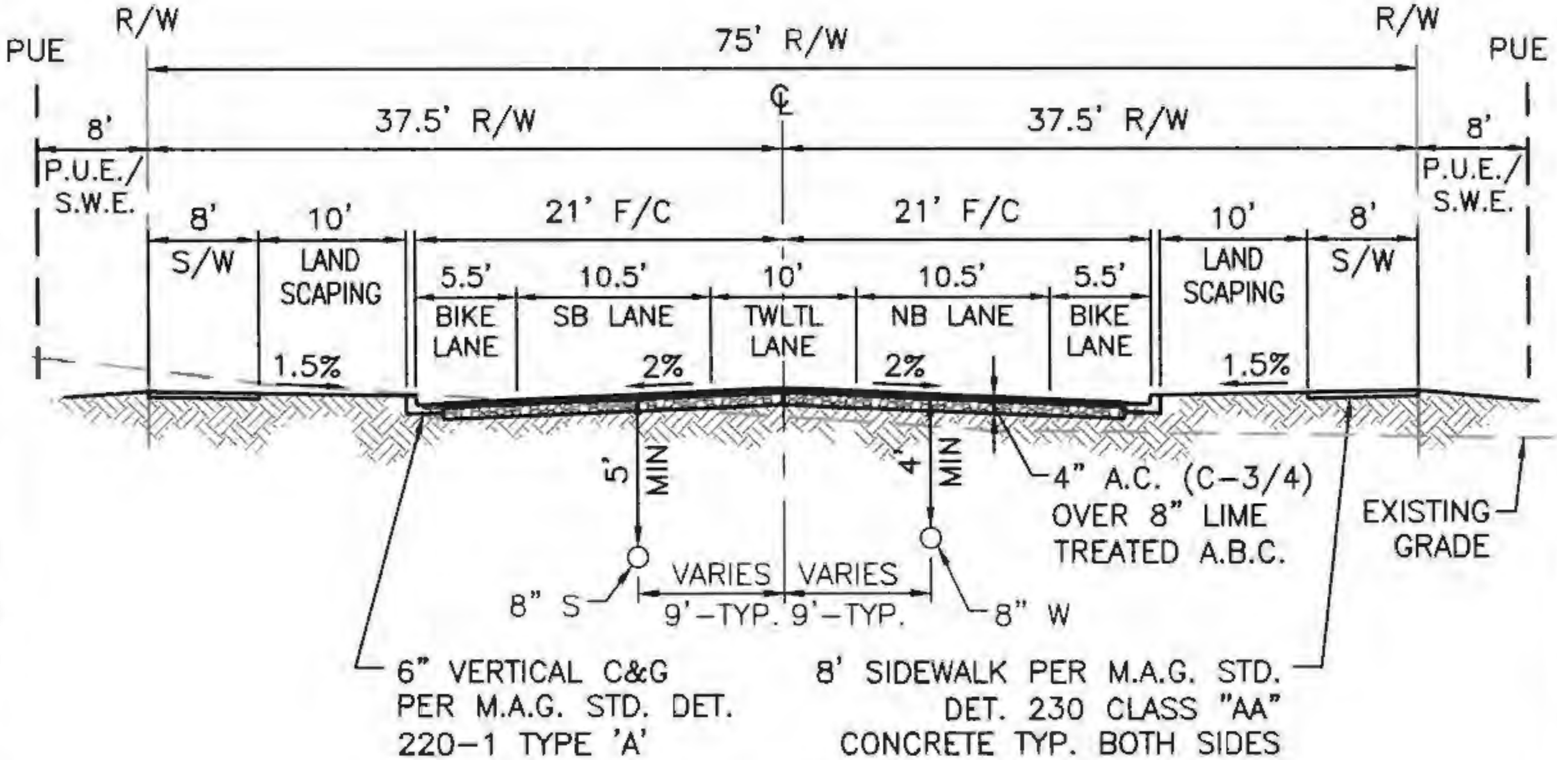
ALORAVITA SOUTH

N. 77TH LANE

CVL CONSULTANTS

9 OF 11

N:\0102238\Cadd\Exhibits\DX.77TH-LANE.dwg WesleyD June 7, 2022



77TH LANE ULTIMATE BUILDOUT

LOOKING NORTH - N.T.S.

SCALE N.T.S.

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

ALORAVITA SOUTH

N. 77TH LANE

CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg WesleyD June 7, 2022

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	523.13'	2100.00'	014°16'23"	262.93	521.78	N07°01'34"W
C2	969.93'	2200.00'	025°15'37"	492.98	962.09	S01°31'57"E
C3	641.74'	3500.00'	010°30'20"	321.77	640.84	N05°50'42"E
C4	158.48'	800.00'	011°21'02"	79.50	158.22	N05°04'59"W
C5	235.70'	400.00'	033°45'41"	121.38	232.30	S06°07'21"W
C6	162.24'	405.00'	022°57'06"	82.22	161.15	N11°31'38"E

SCALE N.T.S.

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

ALORAVITA SOUTH

N. 77TH LANE

CVL CONSULTANTS

EXHIBIT D

Form of Repayment Agreement

CITY OF PEORIA

REPAYMENT ZONE LOCATION
REPAYMENT ZONE TYPE
SECTION, TOWNSHIP, RANGE
RZ______ (REPAYMENT PROJ #)

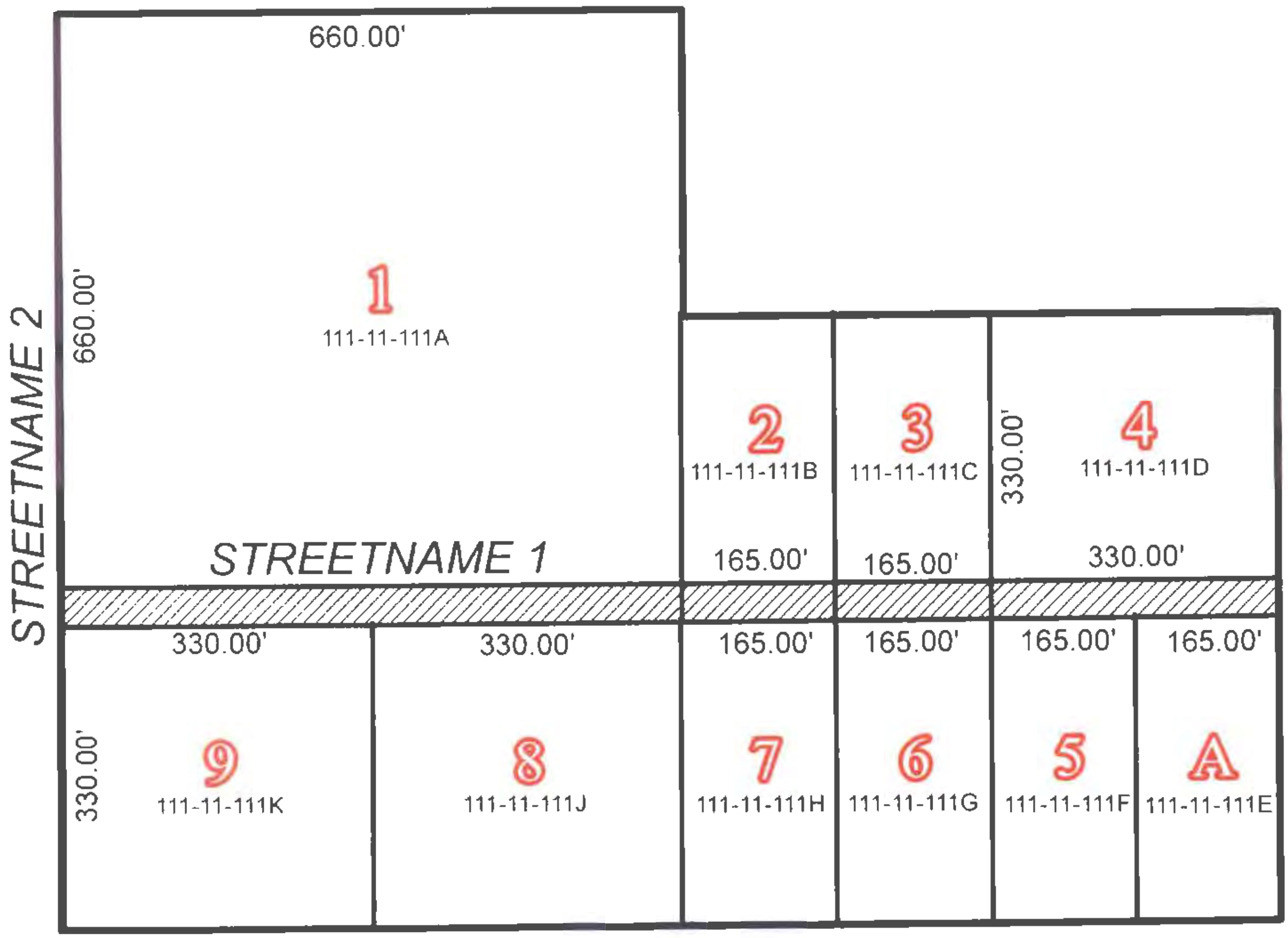
THIS IS A GENERIC REPAYMENT ZONE

CITY OF PEORIA APPROVAL

APPROVED BY: ______________________________
CITY ENGINEER DATE

DEVELOPER APPROVAL

APPROVED BY: ______________________________
DEVELOPER DATE



Preparing Firm:

Address:

Phone: Fax:

CITY OF PEORIA

RZ____ (REPAYMENT PROJ #)

THIS IS A GENERIC REPAYMENT ZONE

REPAYMENT ZONE CALCULATIONS

PROJECT TYPE: CONST. WATERLINE EXT.
PROJECT LENGTH: 2640 L.F.
PROJECT COST: $100,000.

PROJECT LENGTH

1(660') + 6(165') + 3(330') = 2640 L.F.

PROJECT COST

PAYMENT OF EASEMENT: $2,500.00
ENGINEERING & SURVEYING: $2,844.50
CONSTRUCTION: $92,695.50
CITY & COUNTY FEES: $1,960.00
TOTAL COST: $100,000.00

	Parcel #	Frontage		Total Frontage		Percent		Total Price		Amount Owed
1	111-11-111A	660	/	2640	=	0.2500	X	$100,000.00	=	$25,000.00
2	111-11-111B	165	/	2640	=	0.0625	X	$100,000.00	=	$6,250.00
3	111-11-111C	165	/	2640	=	0.0625	X	$100,000.00	=	$6,250.00
4	111-11-111D	330	/	2640	=	0.1250	X	$100,000.00	=	$12,500.00
5	111-11-111F	165	/	2640	=	0.0625	X	$100,000.00	=	$6,250.00
6	111-11-111G	165	/	2640	=	0.0625	X	$100,000.00	=	$6,250.00
7	111-11-111H	165	/	2640	=	0.0625	X	$100,000.00	=	$6,250.00
8	111-11-111J	330	/	2640	=	0.1250	X	$100,000.00	=	$12,500.00
9	111-11-111K	330	/	2640	=	0.1250	X	$100,000.00	=	$12,500.00
A	Developer	165	/	2640	=	0.0625	X	$100,000.00	=	$6,250.00
										$100,000.00

CITY OF PEORIA

CITY OF PEORIA APPROVAL

APPROVED BY: ______________________
CITY ENGINEER DATE

DEVELOPER APPROVAL

APPROVED BY: ______________________
DEVELOPER DATE

Preparing Firm:

Address

Phone: Fax:

CITY OF PEORIA

REPAYMENT ZONE CALCULATIONS

PROJECT TYPE:
PROJECT LENGTH:
PROJECT COST:

PROJECT LENGTH

PROJECT COST

PAYMENT OF EASEMENT:
ENGINEERING & SURVEYING:
CONSTRUCTION:
CITY & COUNTY FEES:
TOTAL COST:

	Parcel #	Frontage		Total Frontage		Percent		Total Price		Amount Owed
1			/		=		X		=	
2			/		=		X		=	
3			/		=		X		=	
4			/		=		X		=	
5			/		=		X		=	
6			/		=		X		=	
7			/		=		X		=	
8			/		=		X		=	
9			/		=		X		=	
A			/		=		X		=	

April 12, 2022

LEGAL DESCRIPTION FOR
ALORAVITA SOUTH
ASHTON WOODS NORTH PARCEL

That part of the Northeast Quarter of Section 2, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the City of Peoria Aluminum Cap marking the Northeast Quarter of said Section 2, from which the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 2 bears South 00°05'02" East, a distance of 2,549.27 feet;

Thence North 89°55'37" West, along the North line of the Northeast Quarter of said Section 2, a distance of 26.37 feet to the City of Peoria Brass Cap flush marking the Southeast Corner of Section 35, Township 5 North, Range 1 East;

Thence North 89°57'13" West, continuing along said North line, a distance of 614.25 feet to the True Point of Beginning;

Thence South 00°02'47" West, departing said North line, a distance of 55.00 feet;

Thence South 24°19'11" East, a distance of 244.69 feet;
Thence South 42°45'21" East, a distance of 158.11 feet;
Thence South 24°19'16" East, a distance of 584.92 feet;
Thence South 89°40'47" West, a distance of 1,198.66 feet;
Thence North 73°02'57" West, a distance of 90.05 feet;
Thence South 80°33'38" West, a distance of 66.76 feet;

Thence North 85°27'57" West, a distance of 257.60 feet to a point on a 445.50 foot radius non-tangent curve, whose center bears South 70°48'32" East;

Thence Northerly, along said curve, through a central angle of 03°48'43", a distance of 29.64 feet;

Thence North 23°00'11" East, a distance of 508.06 feet;
Thence North 21°59'49" West, a distance of 42.43 feet;
Thence North 23°00'11" East, a distance of 56.63 feet;
Thence North 68°00'11" East, a distance of 42.43 feet;

Thence North 23°00'11" East, a distance of 11.47 feet to the beginning of a tangent curve of 359.50 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 22°57'06", a distance of 144.01 feet;

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4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

Thence North 00°03'05" East, a distance of 57.11 feet;
Thence North 44°56'11" West, a distance of 42.44 feet;

Thence North 00°03'05" East, a distance of 58.31 feet to the North line of the Northeast Quarter of said Section 2;

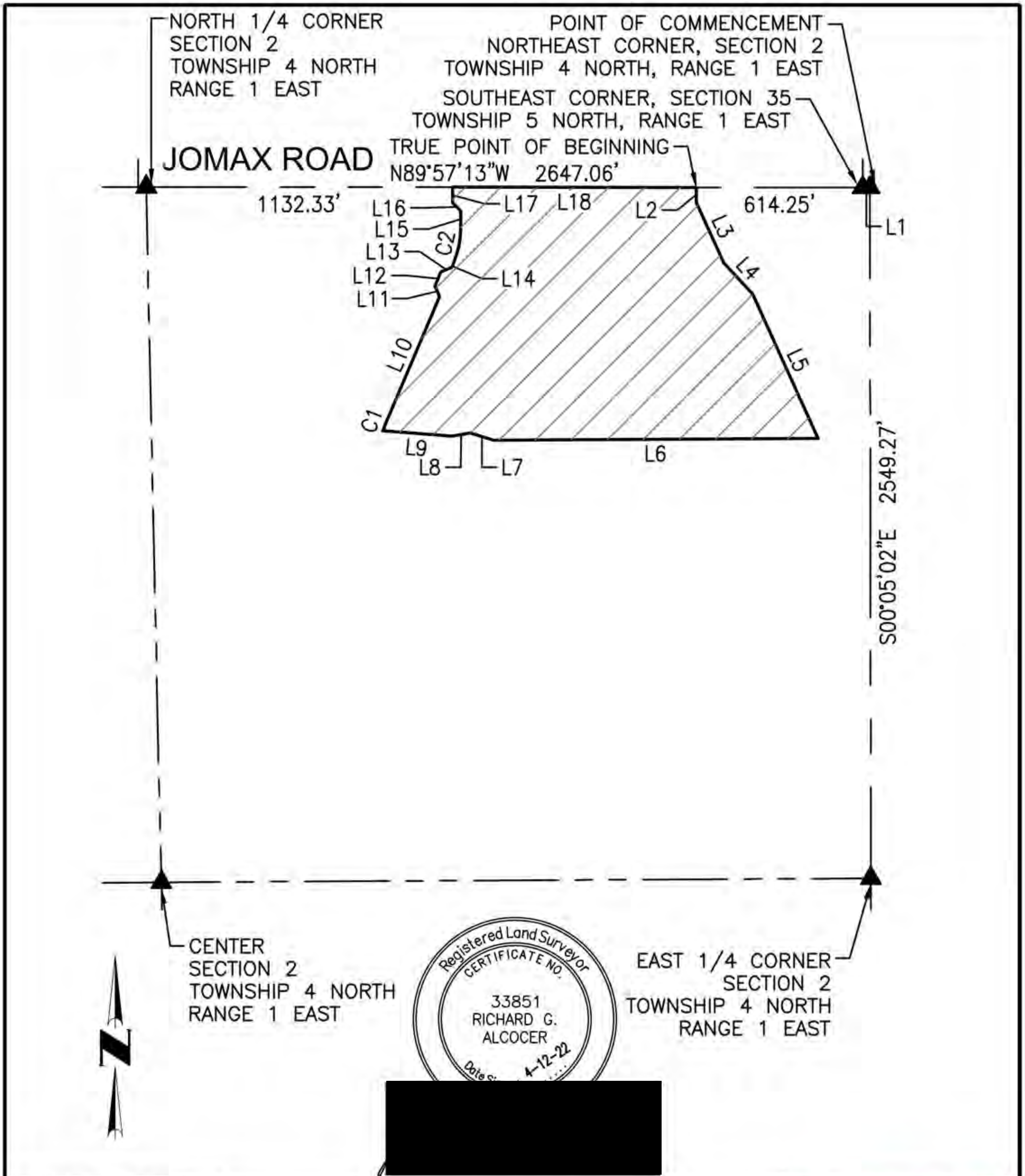
Thence South 89°57'13" East, along said North line, a distance of 900.48 feet to the True Point of Beginning.

Containing 1,121,176 Square Feet or 25.739 Acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
1-13-22

[redacted]

CVL CONSULTANTS
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928



SCALE 1" = 500'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	ASHTON WOODS NORTH PARCEL	1 OF 2

N:\01\0232238\Cadd\Exhibits\VX.ASHTON.NORTH.dwg **TomD** **April 12, 2022**

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	29.64'	445.50'	003°48'43"	14.83'	29.64'	N21°05'50"E
C2	144.01'	359.50'	022°57'06"	72.98'	143.05'	N11°31'38"E

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°55'37"W	26.37'
L2	S00°02'47"W	55.00'
L3	S24°19'11"E	244.69'
L4	S42°45'21"E	158.11'
L5	S24°19'16"E	584.92'
L6	S89°40'47"W	1198.66'
L7	N73°02'57"W	90.05'
L8	S80°33'38"W	66.76'
L9	N85°27'57"W	257.60'
L10	N23°00'11"E	508.06'
L11	N21°59'49"W	42.43'
L12	N23°00'11"E	56.63'
L13	N68°00'11"E	42.43'
L14	N23°00'11"E	11.47'

LINE TABLE		
NO.	BEARING	LENGTH
L15	N00°03'05"E	57.11'
L16	N44°56'11"W	42.44'
L17	N00°03'05"E	58.31'
L18	S89°57'13"E	900.48'

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date 4-12-22

[redacted]

NO SCALE
EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

ALORAVITA SOUTH

ASHTON WOODS NORTH PARCEL

CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\VX.ASHTON.NORTH.dwg **TomD** **April 12, 2022**

ALORAVITA SOUTH
ASHTON WOODS NORTH PARCEL

The date and time is
4/8/2022 2:31 PM

* FILEPATH / NAME:
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dwg

N89°55'37.0000" W 26.37

N89°57'12.7648" W 614.25

BOUNDARY

S00°02'47.2352" W 55.00

S24°19'11.3221" E 244.69

S42°45'21.4743" E 158.11

S24°19'15.6586" E 584.92

S89°40'46.9632" W 1,198.66

N73°02'56.7001" W 90.05

S80°33'37.9644" W 66.76

N85°27'57.2813" W 257.60

RB = S70°48'32.1335" E
R = 445.50
A = 29.64
C = 29.64
CB = N21°05'49.5933" E
D = 03°48'43.4535"
T = 14.83
RB = N66°59'48.6800" W

N23°00'11.3200" E 508.06

N21°59'48.6800" W 42.43

N23°00'11.3200" E 56.63

N68°00'11.3200" E 42.43

N23°00'11.3200" E 11.47

RB = N66°59'48.6800" W
R = 359.50
A = 144.01
C = 143.05
CB = N11°31'38.2885" E
D = 22°57'06.0630"
T = 72.98
RB = S89°56'54.7429" E

N00°03'05.2570" E 57.11

N44°56'11.3553" W 42.44

N00°03'05.2571" E 58.31

S89°57'12.6047" E 900.48
to

Area = 1,121,176 25.739 AC

Closing course: 169°34'24.4295" 0.022244

Misclosure: 1/204,448

North Error: 0.021877
East Error: 0.004026

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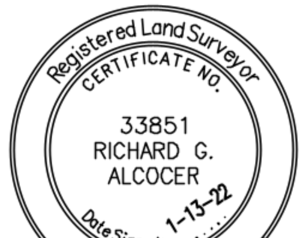
dwg



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April 11, 2022

LEGAL DESCRIPTION FOR
ALORAVITA SOUTH
ASHTON WOODS SOUTH PARCEL

That part of the Southeast Quarter of Section 2, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the City of Peoria Brass Cap flush marking the Southeast Corner of said Section 2, from which the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 2 bears North 00°04'43" West, a distance of 2,636.63 feet;

Thence North 00°04'43" West, along the East line of the Southeast Quarter of said Section 2, a distance of 751.18 feet to the True Point of Beginning;

Thence South 89°55'17" West, departing said East line, a distance of 378.84 feet;

Thence North 62°24'10" West, a distance of 120.09 feet;
Thence North 27°35'50" East, a distance of 16.46 feet;
Thence North 62°24'10" West, a distance of 50.00 feet;
Thence South 73°04'53" West, a distance of 27.00 feet;
Thence North 23°02'17" East, a distance of 117.93 feet;
Thence North 00°06'37" East, a distance of 27.55 feet;
Thence North 89°53'23" West, a distance of 424.00 feet;
Thence North 00°06'37" East, a distance of 110.10 feet;
Thence North 24°11'36" West, a distance of 101.93 feet;
Thence North 89°53'23" West, a distance of 62.40 feet;
Thence North 00°06'37" East, a distance of 92.00 feet;

Thence North 89°53'23" West, a distance of 927.88 feet to a point on a 2,215.00 foot radius non-tangent curve, whose center bears South 89°52'06" East;

Thence Northerly, along said curve, through a central angle of 10°58'14", a distance of 424.11 feet;

Thence North 11°05'52" East, a distance of 384.41 feet;
Thence South 79°08'15" East, a distance of 213.45 feet;
Thence South 88°55'42" East, a distance of 64.26 feet;
Thence South 82°02'43" East, a distance of 66.84 feet;
Thence South 89°53'23" East, a distance of 238.85 feet;
Thence South 00°06'37" West, a distance of 62.00 feet;
Thence South 89°53'23" East, a distance of 305.00 feet;
Thence North 51°20'46" East, a distance of 67.08 feet;
Thence South 89°53'23" East, a distance of 441.00 feet;
Thence South 00°03'10" West, a distance of 21.39 feet;

CVL CONSULTANTS
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

Legal Description for
Aloravita South
Ashton Woods South Parcel
April 11, 2022

Thence North 89°55'17" East, a distance of 462.95 feet;

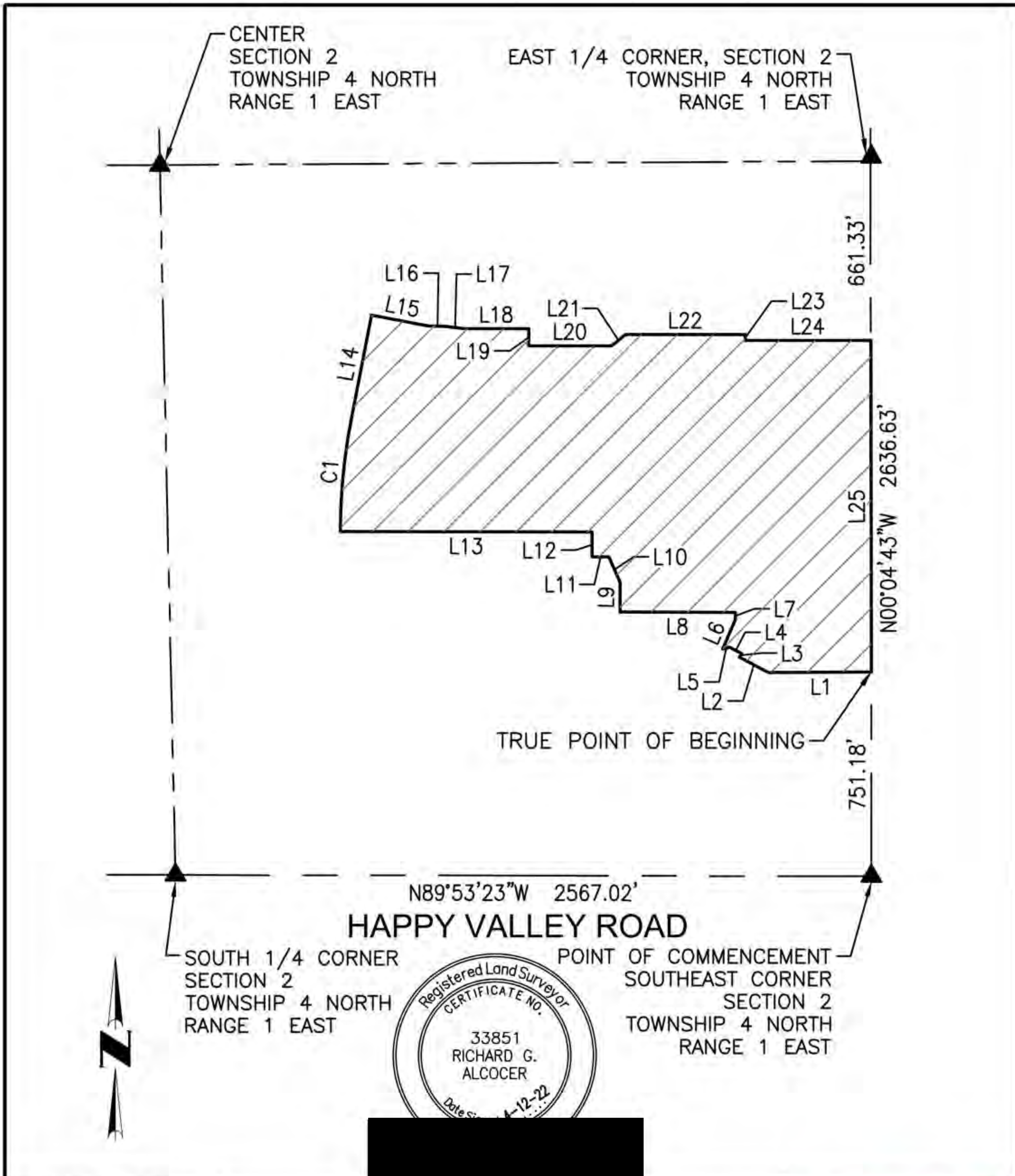
Thence South 00°04'43" East, a distance of 1,224.11 feet to the True Point of Beginning.

Containing 1,786,817 Square Feet or 41.020 Acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
1-13-22

[redacted]

CVL CONSULTANTS
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928



[redacted]

SCALE 1" = 500'	ALORAVITA SOUTH		CVL CONSULTANTS
EXHIBIT			
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	ASHTON WOODS SOUTH PARCEL		1 OF 2

N:\01\0232238\Cadd\Exhibits\VX.ASHTON.SOUTH.dwg **TomD** **April 12, 2022**

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	424.11'	2215.00'	010°58'14"	212.71'	423.47'	N05°37'01"E

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°55'17"W	378.84'
L2	N62°24'10"W	120.09'
L3	N27°35'50"E	16.46'
L4	N62°24'10"W	50.00'
L5	S73°04'53"W	27.00'
L6	N23°02'17"E	117.93'
L7	N00°06'37"E	27.55'
L8	N89°53'23"W	424.00'
L9	N00°06'37"E	110.10'
L10	N24°11'36"W	101.93'
L11	N89°53'23"W	62.40'
L12	N00°06'37"E	92.00'
L13	N89°53'23"W	927.88'
L14	N11°05'52"E	384.41'
L15	S79°08'15"E	213.45'

LINE TABLE		
NO.	BEARING	LENGTH
L16	S88°55'42"E	64.26'
L17	S82°02'43"E	66.84'
L18	S89°53'23"E	238.85'
L19	S00°06'37"W	62.00'
L20	S89°53'23"E	305.00'
L21	N51°20'46"E	67.08'
L22	S89°53'23"E	441.00'
L23	S00°03'10"W	21.39'
L24	N89°55'17"E	462.95'
L25	S00°04'43"E	1224.11'

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
4-12-22

[redacted]

NO SCALE
EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

ALORAVITA SOUTH

LENNAR/TOLL BROTHERS SOUTH PARCEL

CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\VX.ASHTON.SOUTH.dwg **TomD** **April 12, 2022**

ALORAVITA SOUTH
ASHTON WOODS SOUTH

The date and time is
4/8/2022 1:00 PM

* FILEPATH / NAME:
N:\01\0232238\Cadd\COGO\CB.LEGALS.dwg

N00°04'43.0000" W 751.18

BOUNDARY

S89°55'17.0000" W 378.84

N62°24'09.6091" W 120.09

N27°35'50.3909" E 16.46

N62°24'09.6091" W 50.00

S73°04'52.9214" W 27.00

N23°02'16.6839" E 117.93

N00°06'37.0000" E 27.55

N89°53'23.0000" W 424.00

N00°06'37.0000" E 110.10

N24°11'36.1185" W 101.93

N89°53'23.0000" W 62.40

N00°06'37.0000" E 92.00

N89°53'23.0000" W 927.88

RB = S89°52'05.7608" E
R = 2,215.00
A = 424.11
C = 423.47
CB = N05°37'01.4165" E
D = 10°58'14.3546"
T = 212.71
RB = N78°53'51.4062" W

N11°05'51.8147" E 384.41

S79°08'14.6767" E 213.45

S88°55'41.9792" E 64.26

S82°02'42.8765" E 66.84

S89°53'23.0000" E 238.85

S00°06'37.0000" W 62.00

S89°53'23.0000" E 305.00

N51°20'45.7372" E 67.08

S89°53'22.9994" E 441.00

S00°03'09.5720" W 21.39

N89°55'17.0000" E 462.95

S00°04'43.0000" E 1,224.11
to

Area = 1,786,817 41.020 AC

Closing course: 85°20'36.4418" 0.006022

Misclosure: 1/1,000,000+

North Error: 0.000489
East Error: 0.006003

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
1-13-22

[redacted]

April 25, 2022

LEGAL DESCRIPTION FOR
ALORAVITA SOUTH
LENNAR/TAYLOR MORRISON NORTH PARCEL

That part of the Northeast Quarter of Section 2, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the City of Peoria Aluminum Cap marking the Northeast Corner of said Section 2;

Thence South 00°05'02" East, along the East line of the Northeast Quarter of said Section 2, a distance of 2,549.27 feet to the Maricopa County Aluminum Cap marking the East Quarter Corner thereof;

Thence South 89°40'47" West, along the South line of the Northeast Quarter of said Section 2, a distance of 1,797.54 feet to a point on a 3,454.50 foot radius non-tangent curve, whose center bears North 87°10'31" West;

Thence Northerly, departing said South line along said curve, through a central angle of 02°13'57", a distance of 134.60 feet;

Thence North 00°35'32" East, a distance of 221.04 feet;
Thence North 89°24'28" West, a distance of 167.77 feet;

Thence North 01°55'10" West, a distance of 242.32 feet to a point on a 608.00 foot radius non-tangent curve, whose center bears South 13°20'55" East;

Thence Easterly, along said curve, through a central angle of 12°53'29", a distance of 136.80 feet;

Thence North 15°44'48" East, a distance of 12.00 feet;
Thence North 00°35'32" East, a distance of 66.52 feet;

Thence South 89°24'28" East, a distance of 8.00 feet to the beginning of a tangent curve of 12.00 foot radius, concave Northwesterly;

Thence Northeasterly, along said curve, through a central angle of 54°37'24", a distance of 11.44 feet to the beginning of a tangent reverse curve of 83.00 foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 02°31'13", a distance of 3.65 feet;

Thence North 15°35'32" East, a distance of 43.99 feet;
Thence North 01°58'17" East, a distance of 64.79 feet;
Thence South 89°24'28" East, a distance of 7.00 feet;

Thence North 00°35'32" East, a distance of 350.45 feet to the beginning of a tangent curve of 754.50 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 11°21'02", a distance of 149.47 feet;

Thence North 10°45'30" West, a distance of 95.10 feet;
Thence North 54°02'33" West, a distance of 44.02 feet;
Thence North 07°15'04" West, a distance of 56.99 feet;

Thence North 40°24'33" East, a distance of 44.96 feet to a point on a 445.50 foot radius non-tangent curve, whose center bears South 89°39'54" East;

Thence Northerly, along said curve, through a central angle of 18°51'22", a distance of 146.61 feet;

Thence South 85°27'57" East, a distance of 257.60 feet;
Thence North 80°33'38" East, a distance of 66.76 feet;
Thence South 73°02'57" East, a distance of 90.05 feet;
Thence North 89°40'47" East, a distance of 1,198.66 feet;
Thence North 24°19'16" West, a distance of 584.92 feet;
Thence North 42°45'21" West, a distance of 158.11 feet;
Thence North 24°19'11" West, a distance of 244.69 feet;

Thence North 00°02'47" East, a distance of 55.00 feet to the North line of the Northeast Quarter of said Section 2;

Thence South 89°57'13" East, along said North line, a distance of 614.25 feet to the City of Peoria Brass Cap flush marking the Southeast Corner of Section 35, Township 5 North, Range 1 East;

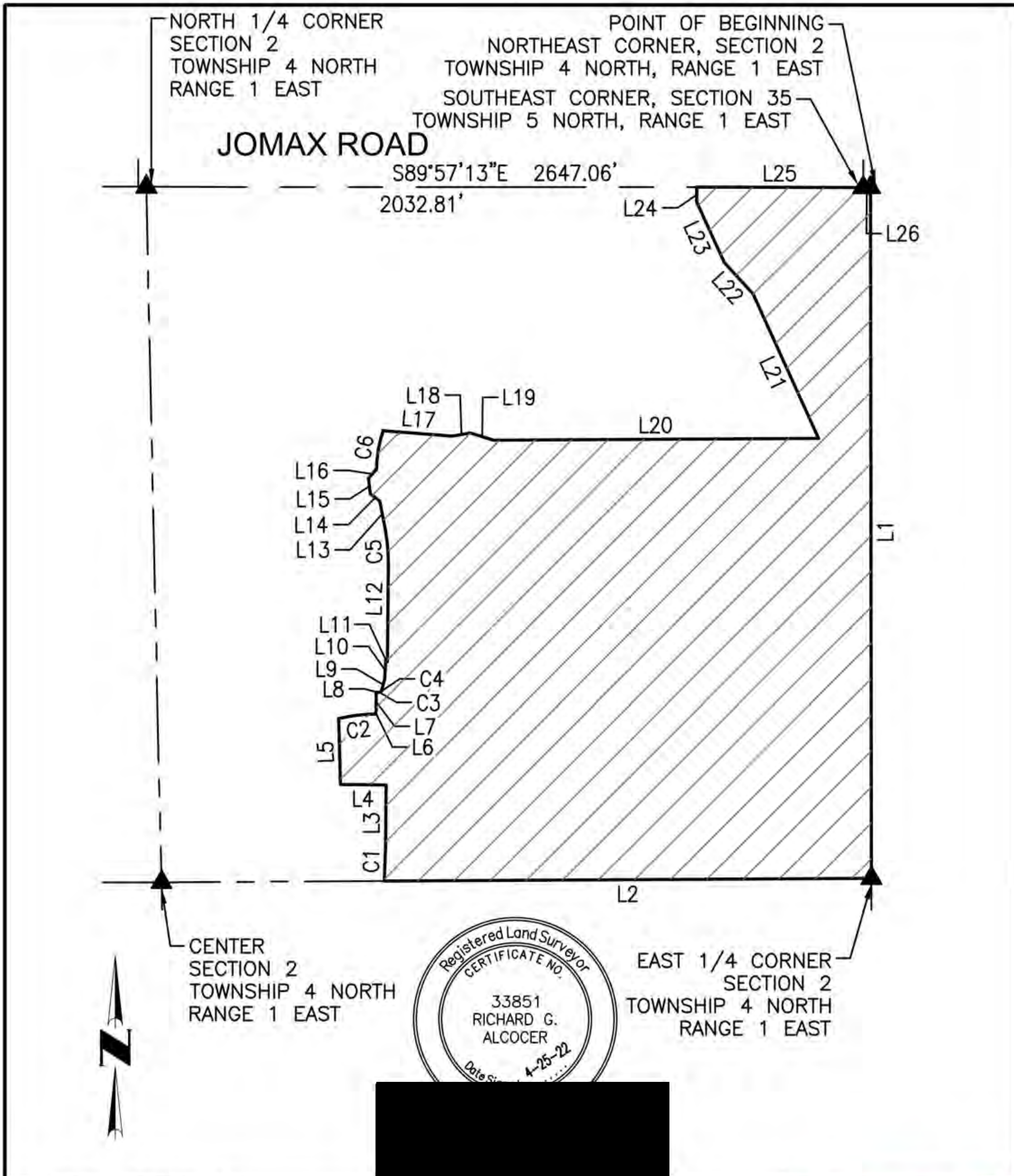
Thence South 89°55'37" East, continuing along said North line, a distance of 26.37 feet to the Point of Beginning.

Containing 3,362,820 Square Feet or 77.200 Acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed 4-25-22

[redacted]

CVL CONSULTANTS
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928



[redacted]

SCALE 1" = 500'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	LENNAR/TAYLOR MORRISON NORTH PARCEL	1 OF 3

N:\01\0232238\Cadd\Exhibits\VX.LENNAR.NORTH.dwg **TomD April 25, 2022**

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	134.60'	3454.50'	002°13'57"	67.31'	134.59'	N01°42'31"E
C2	136.80'	608.00'	012°53'29"	68.69'	136.51'	N83°05'50"E
C3	11.44'	12.00'	054°37'24"	6.20'	11.01'	N63°16'50"E
C4	3.65'	83.00'	002°31'13"	1.83'	3.65'	N37°13'44"E
C5	149.47'	754.50'	011°21'02"	74.98'	149.23'	N05°04'59"W
C6	146.61'	445.50'	018°51'22"	73.98'	145.95'	N09°45'47"E

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date 4-25-22

[redacted]

NO SCALE

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

ALORAVITA SOUTH

LENNAR/TAYLOR MORRISON
NORTH PARCEL

CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\VX.LENNAR.NORTH.dwg **TomD** **April 25, 2022**

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°05'02"E	2549.27'
L2	S89°40'47"W	1797.54'
L3	N00°35'32"E	221.04'
L4	N89°24'28"W	167.77'
L5	N01°55'10"W	242.32'
L6	N15°44'48"E	12.00'
L7	N00°35'32"E	66.52'
L8	S89°24'28"E	8.00'
L9	N15°35'32"E	43.99'
L10	N01°58'17"E	64.79'
L11	S89°24'28"E	7.00'
L12	N00°35'32"E	350.45'
L13	N10°45'30"W	95.10'
L14	N54°02'33"W	44.02'

LINE TABLE		
NO.	BEARING	LENGTH
L15	N07°15'04"W	56.99'
L16	N40°24'33"E	44.96'
L17	S85°27'57"E	257.60'
L18	N80°33'38"E	66.76'
L19	S73°02'57"E	90.05'
L20	N89°40'47"E	1198.66'
L21	N24°19'16"W	584.92'
L22	N42°45'21"W	158.11'
L23	N24°19'11"W	244.69'
L24	N00°02'47"E	55.00'
L25	S89°57'13"E	614.25'
L26	S89°55'37"E	26.37'

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 4-25-22

[redacted]

NO SCALE
EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

ALORAVITA SOUTH

LENNAR/TAYLOR MORRISON
NORTH PARCEL

CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\VX.LENNAR.NORTH.dwg **TomD** **April 25, 2022**

ALORAVITA SOUTH
LENNAR/TM NORTH PARCEL

The date and time is
4/8/2022 1:48 PM

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dwg

BOUNDARY

S00°05'02.0000" E 2,549.27

S89°40'46.9632" W 1,797.54

RB = N87°10'31.0941" W
R = 3,454.50
A = 134.60
C = 134.59
CB = N01°42'30.5926" E
D = 02°13'56.6265"
T = 67.31
RB = S89°24'27.7206" E

N00°35'32.2823" E 221.04

N89°24'27.7206" W 167.77

N01°55'09.5672" W 242.32

RB = S13°20'54.7370" E
R = 608.00
A = 136.80
C = 136.51
CB = N83°05'49.5874" E
D = 12°53'28.6487"
T = 68.69
RB = N00°27'26.0883" W

N15°44'47.6528" E 12.00

N00°35'32.2794" E 66.52

S89°24'27.7206" E 8.00

RB = N00°35'32.2794" E
R = 12.00
A = 11.44
C = 11.01
CB = N63°16'50.0516" E
D = 54°37'24.4554"
T = 6.20
RB = S54°01'52.1761" E

RB = S54°01'52.1761" E
R = 83.00
A = 3.65
C = 3.65
CB = N37°13'44.2990" E
D = 02°31'12.9503"
T = 1.83
RB = N51°30'39.2258" W

N15°35'32.2794" E 43.99

N01°58'16.8734" E 64.79

S89°24'27.7206" E 7.00

N00°35'32.2794" E 350.45

RB = N89°24'27.7206" W
R = 754.50
A = 149.47
C = 149.23
CB = N05°04'58.7003" W
D = 11°21'01.9593"
T = 74.98
RB = N79°14'30.3200" E

N10°45'29.6800" W 95.10

N54°02'33.0488" W 44.02

N07°15'04.0131" W 56.99

N40°24'33.1435" E 44.96

RB = S89°39'54.2277" E
R = 445.50

A = 146.61
C = 145.95
CB = N09°45'46.8194" E
D = 18°51'22.0942"
T = 73.98
RB = N70°48'32.1335" W

S85°27'57.2813" E   257.60

N80°33'37.9644" E   66.76

S73°02'56.7001" E   90.05

N89°40'46.9632" E   1,198.66

N24°19'15.6586" W   584.92

N42°45'21.4743" W   158.11

N24°19'11.3221" W   244.69

N00°02'47.2352" E   55.00

S89°57'12.7648" E   614.25

S89°55'37.0000" E   26.37
to

Area = 3,362,820   77.200 AC

Closing course: 331°40'58.7519"   0.009028

Misclosure: 1/1,000,000+

North Error: 0.007948
East Error: 0.004283

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Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
4-25-22

[redacted]

April 25, 2022

LEGAL DESCRIPTION FOR
ALORAVITA SOUTH
LENNAR/TAYLOR MORRISON SOUTH PARCEL

That part of the Southeast Quarter of Section 2, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Parcel No. 1:

Beginning at the City of Peoria Brass Cap flush marking the Southeast Corner of said Section 2, from which the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 2 bears North 00°04'43" West, a distance of 2,636.63 feet;

Thence North 89°53'23" West, along the South line of the Southeast Quarter of said Section 2, a distance of 1,807.63 feet;

Thence North 00°06'37" East, departing said South line, a distance of 125.33 feet to the beginning of a tangent curve of 2,085.00 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 14°16'23", a distance of 519.39 feet;

Thence North 14°09'46" West, a distance of 82.56 feet to the beginning of a tangent curve of 2,215.00 foot radius, concave Easterly;

Thence Northerly, along said curve, through a central angle of 14°17'40", a distance of 552.61 feet;

Thence South 89°53'23" East, a distance of 927.88 feet;
Thence South 00°06'37" West, a distance of 92.00 feet;
Thence South 89°53'23" East, a distance of 62.40 feet;
Thence South 24°11'36" East, a distance of 101.93 feet;
Thence South 00°06'37" West, a distance of 110.10 feet;
Thence South 89°53'23" East, a distance of 424.00 feet;
Thence South 00°06'37" West, a distance of 27.55 feet;
Thence South 23°02'17" West, a distance of 117.93 feet;
Thence North 73°04'53" East, a distance of 27.00 feet;
Thence South 62°24'10" East, a distance of 50.00 feet;
Thence South 27°35'50" West, a distance of 16.46 feet;
Thence South 62°24'10" East, a distance of 120.09 feet;

Thence North 89°55'17" East, a distance of 378.84 feet to the East line of the Southeast Quarter of said Section 2;

CVL CONSULTANTS
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

Thence South 00°04'43" East, along said East line, a distance of 751.18 feet to the Point of Beginning.

Parcel No. 1 containing 1,981,444 Square Feet or 45.488 Acres, more or less.

Parcel No. 2:

Beginning at the Maricopa County Aluminum Cap marking the East Quarter Corner of said Section 2, from which the City of Peoria Brass Cap flush marking the Southeast Corner of said Section 2 bears South 00°04'43" East, a distance of 2,636.63 feet;

Thence South 00°04'43" East, along the East line of the Southeast Quarter of said Section 2, a distance of 661.33 feet;

Thence South 89°55'17" West, departing said East line, a distance of 462.95 feet;

Thence North 00°03'10" East, a distance of 21.39 feet;
Thence North 89°53'23" West, a distance of 441.00 feet;
Thence South 51°20'46" West, a distance of 67.08 feet;
Thence North 89°53'23" West, a distance of 305.00 feet;
Thence North 00°06'37" East, a distance of 62.00 feet;
Thence North 89°53'23" West, a distance of 238.85 feet;
Thence North 82°02'43" West, a distance of 66.84 feet;
Thence North 88°55'42" West, a distance of 64.26 feet;
Thence North 79°08'15" West, a distance of 213.45 feet;

Thence North 11°05'52" East, a distance of 58.39 feet to the beginning of a tangent curve of 3,485.00 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 08°04'35", a distance of 491.24 feet;

Thence South 89°40'03" West, a distance of 30.55 feet to a point on a 3,454.50 foot radius non-tangent curve, whose center bears North 86°56'56" West;

Thence Northerly, along said curve, through a central angle of 00°13'35", a distance of 13.65 feet to the North line of the Southeast Quarter of said Section 2;

CONSULTANTS
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

Thence North 89°40'47" East, along said North line, a distance of 1,797.54 feet to the Point of Beginning.

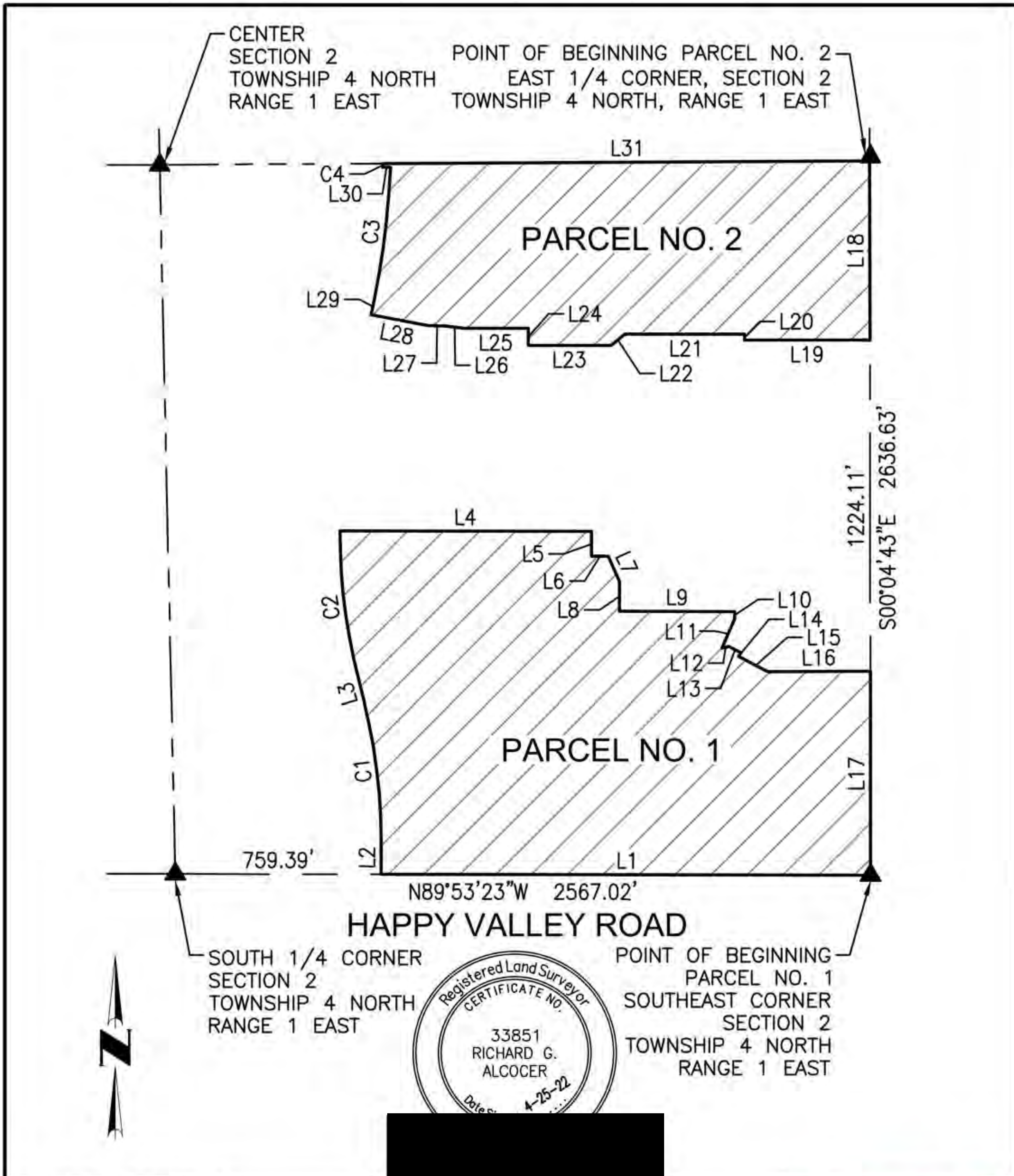
Parcel No. 2 containing 1,148,149 Square Feet or 26.358 Acres, more or less.

The total containing 3,129,593 Square Feet or 71.846 Acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
4-25-22

[redacted]

CVL CONSULTANTS
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928



[redacted]

SCALE 1" = 500'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	LENNAR/TAYLOR MORRISON SOUTH PARCEL	1 OF 3

N:\01\0232238\Cadd\Exhibits\VX.LENNAR.SOUTH.dwg TomD April 25, 2022

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	519.39'	2085.00'	014°16'23"	261.05'	518.05'	N07°01'34"W
C2	552.61'	2215.00'	014°17'40"	277.75'	551.18'	N07°00'56"W
C3	491.24'	3485.00'	008°04'35"	246.03'	490.84'	N07°03'34"E
C4	13.65'	3454.50'	000°13'35"	6.82'	13.65'	N02°56'16"E

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
4-25-22

[redacted]

NO SCALE
EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

ALORAVITA SOUTH

LENNAR/TAYLOR MORRISON
SOUTH PARCEL

CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\VX.LENNAR.SOUTH.dwg **TomD April 25, 2022**

LINE TABLE

NO.	BEARING	LENGTH
L1	N89°53'23"W	1807.63'
L2	N00°06'37"E	125.33'
L3	N14°09'46"W	82.56'
L4	S89°53'23"E	927.88'
L5	S00°06'37"W	92.00'
L6	S89°53'23"E	62.40'
L7	S24°11'36"E	101.93'
L8	S00°06'37"W	110.10'
L9	S89°53'23"E	424.00'
L10	S00°06'37"W	27.55'
L11	S23°02'17"W	117.93'
L12	N73°04'53"E	27.00'
L13	S62°24'10"E	50.00'
L14	S27°35'50"W	16.46'
L15	S62°24'10"E	120.09'
L16	N89°55'17"E	378.84'
L17	S00°04'43"E	751.18'
L18	S00°04'43"E	661.33'

LINE TABLE

NO.	BEARING	LENGTH
L19	S89°55'17"W	462.95'
L20	N00°03'10"E	21.39'
L21	N89°53'23"W	441.00'
L22	S51°20'46"W	67.08'
L23	N89°53'23"W	305.00'
L24	N00°06'37"E	62.00'
L25	N89°53'23"W	238.85'
L26	N82°02'43"W	66.84'
L27	N88°55'42"W	64.26'
L28	N79°08'15"W	213.45'
L29	N11°05'52"E	58.39'
L30	S89°40'03"W	30.55'
L31	N89°40'47"E	1797.54'

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 4-25-22

[redacted]

NO SCALE
EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

ALORAVITA SOUTH

LENNAR/TAYLOR MORRISON SOUTH PARCEL

CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\VX.LENNAR.SOUTH.dwg TomD April 25, 2022

ALORAVITA SOUTH
LENNAR-TM PARCEL 1

The date and time is
4/8/2022 1:28 PM

* FILEPATH / NAME:
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dwg

BOUNDARY

N89°53'23.0000" W 1,807.63

N00°06'37.0000" E 125.33

RB = N89°53'23.0000" W
R = 2,085.00
A = 519.39
C = 518.05
CB = N07°01'34.3084" W
D = 14°16'22.6168"
T = 261.05
RB = N75°50'14.3832" E

N14°09'45.6168" W 82.56

RB = N75°50'14.3832" E
R = 2,215.00
A = 552.61
C = 551.18
CB = N07°00'55.6888" W
D = 14°17'39.8560"
T = 277.75
RB = N89°52'05.7608" W

S89°53'23.0000" E 927.88

S00°06'37.0000" W 92.00

S89°53'23.0000" E 62.40

S24°11'36.1185" E 101.93

S00°06'37.0000" W 110.10

S89°53'23.0000" E 424.00

S00°06'37.0000" W 27.55

S23°02'16.6839" W 117.93

N73°04'52.9214" E 27.00

S62°24'09.6091" E 50.00

S27°35'50.3909" W 16.46

S62°24'09.6091" E 120.09

N89°55'17.0000" E 378.84

S00°04'43.0000" E 751.18
to

Area = 1,981,444 45.488 AC

Closing course: 166°52'54.9400" 0.015332

Misclosure: 1/410,399

North Error: 0.014932
East Error: 0.003480

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dwg

ALORAVITA SOUTH
LENNAR-TM NORTH PARCEL 2

The date and time is
4/8/2022 1:28 PM

* FILEPATH / NAME:
N:\01\0232238\Cadd\COGO\CB.LEGALS.
dwg

BOUNDARY

S00°04'43.0000" E   661.33

S89°55'17.0000" W   462.95

N00°03'09.5720" E   21.39

N89°53'22.9994" W   441.00

S51°20'45.7372" W   67.08

N89°53'23.0000" W   305.00

N00°06'37.0000" E   62.00

N89°53'23.0000" W   238.85

N82°02'42.8765" W   66.84

N88°55'41.9792" W   64.26

N79°08'14.6767" W   213.45

N11°05'51.8147" E   58.39

RB = N78°54'08.1819" W
R = 3,485.00
A = 491.24
C = 490.84
CB = N07°03'34.3652" E
D = 08°04'34.9059"
T = 246.03
RB = S86°58'43.0878" E

S89°40'02.9536" W   30.55

RB = N86°56'56.3625" W
R = 3,454.50
A = 13.65
C = 13.65
CB = N02°56'16.2717" E
D = 00°13'34.7316"
T = 6.82
RB = S87°10'31.0941" E

N89°40'46.9632" E   1,797.54
to

Area = 1,148,149   26.358 AC

Closing course: 222°57'46.4148"   0.025669

Misclosure: 1/194,598

North Error: 0.018784
East Error: 0.017494

N:\01\0232238\Cadd\COGO\CB.LEGALS.dwg

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
4-25-22

[redacted]

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12C.

Date Prepared: 9/27/2022 Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Maintenance Improvement District No. 1263, Aloravita North Phase 3 Parcel 12, Aloravita Boulevard and Eastwing Vista Trail

Purpose:

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2022-103** Intention and ordering the formation of proposed Maintenance Improvement District No. 1263, Aloravita North Phase 3 Parcel 12, located at Aloravita Boulevard and Eastwing Vista Trail; and adopt **RES. 2022-104** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

Summary:

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

Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1263, Aloravita North Phase 3 Parcel 12, located at Aloravita Boulevard and Eastwing Vista Trail. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2024, the residents will have a line item of $0.00 on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts until such time the Homeowner’s Association fails. In accordance with state statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

Previous Actions/Background:

The final plat for Aloravita North Phase 3 Parcel 12 was approved by the City on September 27, 2022 and recorded with the County.

Staff Recommendation:

Staff recommends the approval of the Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1263, Aloravita North Phase 3 Parcel 12, located at Aloravita Boulevard and Eastwing Vista Trail as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Maintenance Improvement District;

2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and

3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

Fiscal Analysis:

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

ATTACHMENTS:

MID 1263 Aloravita Exhibit 1 Petition for Formation
MID 1263 Aloravita Exhibit 2 Resolution to Create
MID 1263 Aloravita Exhibit 3 Resolution to Order
MID 1263 Posting Notice

Contact Name and Number:
Adina Lund, Development and Engineering Director, 623-773-7249

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

[1263]
MID#

[Aloravita North Phase 3 - Parcel 12]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 34.535 acres and is entirely within the corporate boundaries of the City of Peoria.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.

3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.

4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.

5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;

   (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and

   (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the _____ day of ________________ 20____.

Pulte Home Company Print Property Owner Name Mike Hifler Print Name [redacted] Signature	Date: 8/1/22	Property (Tax Parcel Numbers) 201-29-833
____________ Print Property Owner Name ____________ Print Name ____________ Address ____________ Signature	Date: ____________	Property (Tax Parcel Numbers) ____________

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By________________________________
Mayor

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

RESOLUTION NO. 2022-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1263, ALORAVITA NORTH PHASE 3 PARCEL 12, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

Section 1. Definitions.

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

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

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

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

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

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

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

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

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1263 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

Section 2. Declaration of Intention to Order an Improvement.

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

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

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1263

The Mayor and Council of the City of Peoria, Arizona designate as parkways, those areas set forth on Exhibit "B" Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the Plans and Specifications hereby approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1263.

Section 3. Determination of Need.

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

Section 4. Preparation of Assessment Diagrams.

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

Section 5. Exclusion of Certain Property.

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

Section 6. Officers Not Liable.

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

Section 7. Annual Statement.

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

Section 8. Statutory Authority.

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

Section 9. <u>Delegation of Authority</u>.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 11th day of October, 2022.

CITY OF PEORIA, an Arizona municipal corporation

____
Cathy Carlat, Mayor

____
Date Signed

ATTEST:

____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

____
Vanessa P. Hickman, City Attorney

Effective Date: ______________________________

CERTIFICATION OF CITY ENGINEER

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

____
Adina Lund, Engineering Director

CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2022-103 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on October 11, 2022 and that a quorum was present there and that the vote thereon was _______ ayes and _______ nays. ______ were no vote or absent.

____
City Clerk, City of Peoria

EXHIBIT A
LEGAL DESCRIPTION

THAT PART OF THE MASTER FINAL PLAT FOR ALORAVITA NORTH PHASE 3, AS RECORDED IN BOOK 1663 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED IN SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36, FROM WHICH THE BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 89°55'37" EAST, A DISTANCE OF 2,640.98 FEET;

THENCE SOUTH 89°55'37" EAST, A DISTANCE OF 2,148.00 FEET;

THENCE NORTH 00°04'23" EAST, A DISTANCE OF 1,009.25 FEET TO THE BEGINNING OF A TANGENT CURVE OF 900.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°51'09", A DISTANCE OF 406.09 FEET;

THENCE NORTH 25°55'32" EAST, A DISTANCE OF 1,317.39 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 64°04'28" WEST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 62°36'32" WEST, A DISTANCE OF 116.85 FEET;
THENCE NORTH 79°26'10" WEST, A DISTANCE OF 57.59 FEET;
THENCE SOUTH 89°34'44" WEST, A DISTANCE OF 213.36 FEET;
THENCE NORTH 82°24'24" WEST, A DISTANCE OF 114.85 FEET;
THENCE NORTH 69°28'11" WEST, A DISTANCE OF 122.99 FEET;
THENCE NORTH 64°04'28" WEST, A DISTANCE OF 419.06 FEET;

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 MAINTENANCE IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER

[redacted]

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 71°51'28" WEST, A DISTANCE OF 131.44 FEET;
THENCE NORTH 84°21'53" WEST, A DISTANCE OF 131.29 FEET;
THENCE SOUTH 89°13'47" WEST, A DISTANCE OF 126.00 FEET;
THENCE NORTH 00°46'13" WEST, A DISTANCE OF 91.48 FEET;
THENCE SOUTH 89°13'47" WEST, A DISTANCE OF 78.00 FEET;
THENCE NORTH 00°46'13" WEST, A DISTANCE OF 723.58 FEET;
THENCE NORTH 64°02'50" EAST, A DISTANCE OF 68.27 FEET;

THENCE NORTH 15°45'26" WEST, A DISTANCE OF 127.06 FEET TO A POINT ON A 225.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 15°45'26" WEST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°51'52", A DISTANCE OF 70.15 FEET;

THENCE NORTH 56°22'42" EAST, A DISTANCE OF 57.64 FEET;
THENCE SOUTH 33°37'18" EAST, A DISTANCE OF 120.00 FEET;
THENCE NORTH 56°25'18" EAST, A DISTANCE OF 199.66 FEET;
THENCE NORTH 63°45'35" EAST, A DISTANCE OF 18.00 FEET;
THENCE SOUTH 63°51'30" EAST, A DISTANCE OF 247.24 FEET;
THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 700.73 FEET;
THENCE SOUTH 52°05'19" EAST, A DISTANCE OF 96.70 FEET;
THENCE SOUTH 32°12'01" EAST, A DISTANCE OF 103.39 FEET;

THENCE SOUTH 64°53'18" WEST, A DISTANCE OF 122.66 FEET TO A POINT ON A 225.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 64°53'18" WEST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°11'58", A DISTANCE OF 40.05 FEET;

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 MAINTENANCE IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER

[redacted]

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 75°05'16" EAST, A DISTANCE OF 130.71 FEET;
THENCE SOUTH 00°34'47" EAST, A DISTANCE OF 218.72 FEET;

THENCE NORTH 89°34'44" EAST, A DISTANCE OF 208.74 FEET TO THE BEGINNING OF A TANGENT CURVE OF 50.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°55'08", A DISTANCE OF 53.16 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 75.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°15'25", A DISTANCE OF 26.52 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 50.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°30'55", A DISTANCE OF 53.68 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE OF 375.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°19'37", A DISTANCE OF 2.14 FEET;

THENCE NORTH 76°43'29" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A 400.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 77°03'10" WEST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°52'22", A DISTANCE OF 271.38 FEET;

Page 3 of 4

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 MAINTENANCE IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER

[redacted]

PEORIA ★ ARIZONA ★

EXHIBIT A
LEGAL DESCRIPTION

THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 465.11 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,504,349 SQUARE FEET OR 34.535 ACRES, MORE OR LESS.

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 MAINTENANCE IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER

[redacted]

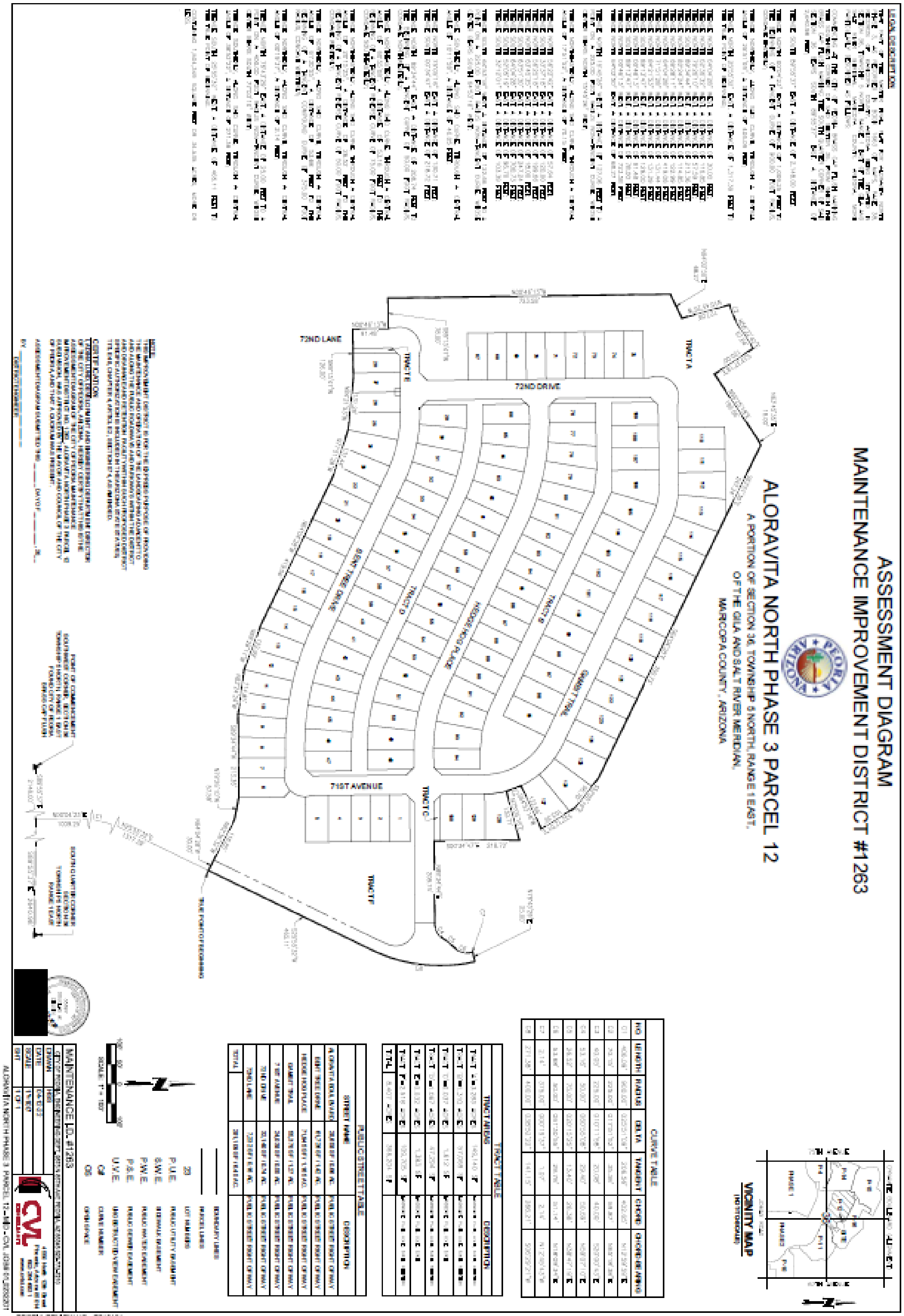
Resolution No. 2022-103

EXHIBIT “B”

IS ON FILE IN THE

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

Resolution No. 2022-103
MID 1263, Aloravita North Phase 3 Parcel 12
October 11, 2022
Page 12 of 13 Pages



CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1263, ALORAVITA NORTH PHASE 3 PARCEL 12.

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

On the 11th day of October, 2022 the Mayor and Council of the City of Peoria adopted Resolution No. 2022-104 (larger RES #); ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1263, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Maintenance Improvement District No. 1263 may be obtained by contacting Ms. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this _____ day of _______________, 2022.

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

RESOLUTION NO. 2022-104

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1263, ALORAVITA NORTH PHASE 3 PARCEL 12 PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1263.

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

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1263 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1263 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1263 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1263.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1263 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 11th day of October, 2022.

CITY OF PEORIA, an Arizona municipal corporation

____
Cathy Carlat, Mayor

____
Date Signed

ATTEST:

____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

____
Vanessa P. Hickman, City Attorney

Effective Date: ______________________________

EXHIBIT A
LEGAL DESCRIPTION

THAT PART OF THE MASTER FINAL PLAT FOR ALORAVITA NORTH PHASE 3, AS RECORDED IN BOOK 1663 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED IN SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36, FROM WHICH THE BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 89°55'37" EAST, A DISTANCE OF 2,640.98 FEET;

THENCE SOUTH 89°55'37" EAST, A DISTANCE OF 2,148.00 FEET;

THENCE NORTH 00°04'23" EAST, A DISTANCE OF 1,009.25 FEET TO THE BEGINNING OF A TANGENT CURVE OF 900.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°51'09", A DISTANCE OF 406.09 FEET;

THENCE NORTH 25°55'32" EAST, A DISTANCE OF 1,317.39 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 64°04'28" WEST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 62°36'32" WEST, A DISTANCE OF 116.85 FEET;
THENCE NORTH 79°26'10" WEST, A DISTANCE OF 57.59 FEET;
THENCE SOUTH 89°34'44" WEST, A DISTANCE OF 213.36 FEET;
THENCE NORTH 82°24'24" WEST, A DISTANCE OF 114.85 FEET;
THENCE NORTH 69°28'11" WEST, A DISTANCE OF 122.99 FEET;
THENCE NORTH 64°04'28" WEST, A DISTANCE OF 419.06 FEET;

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 MAINTENANCE IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER

[redacted]

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 71°51'28" WEST, A DISTANCE OF 131.44 FEET;
THENCE NORTH 84°21'53" WEST, A DISTANCE OF 131.29 FEET;
THENCE SOUTH 89°13'47" WEST, A DISTANCE OF 126.00 FEET;
THENCE NORTH 00°46'13" WEST, A DISTANCE OF 91.48 FEET;
THENCE SOUTH 89°13'47" WEST, A DISTANCE OF 78.00 FEET;
THENCE NORTH 00°46'13" WEST, A DISTANCE OF 723.58 FEET;
THENCE NORTH 64°02'50" EAST, A DISTANCE OF 68.27 FEET;

THENCE NORTH 15°45'26" WEST, A DISTANCE OF 127.06 FEET TO A POINT ON A 225.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 15°45'26" WEST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°51'52", A DISTANCE OF 70.15 FEET;

THENCE NORTH 56°22'42" EAST, A DISTANCE OF 57.64 FEET;
THENCE SOUTH 33°37'18" EAST, A DISTANCE OF 120.00 FEET;
THENCE NORTH 56°25'18" EAST, A DISTANCE OF 199.66 FEET;
THENCE NORTH 63°45'35" EAST, A DISTANCE OF 18.00 FEET;
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THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 700.73 FEET;
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THENCE SOUTH 32°12'01" EAST, A DISTANCE OF 103.39 FEET;

THENCE SOUTH 64°53'18" WEST, A DISTANCE OF 122.66 FEET TO A POINT ON A 225.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 64°53'18" WEST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°11'58", A DISTANCE OF 40.05 FEET;

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 MAINTENANCE IMPROVEMENT DISTRICT

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CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
8-22-22

[redacted]

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 75°05'16" EAST, A DISTANCE OF 130.71 FEET;
THENCE SOUTH 00°34'47" EAST, A DISTANCE OF 218.72 FEET;

THENCE NORTH 89°34'44" EAST, A DISTANCE OF 208.74 FEET TO THE BEGINNING OF A TANGENT CURVE OF 50.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°55'08", A DISTANCE OF 53.16 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 75.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°15'25", A DISTANCE OF 26.52 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 50.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°30'55", A DISTANCE OF 53.68 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE OF 375.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°19'37", A DISTANCE OF 2.14 FEET;

THENCE NORTH 76°43'29" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A 400.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 77°03'10" WEST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°52'22", A DISTANCE OF 271.38 FEET;

Page 3 of 4

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 MAINTENANCE IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
[redacted]

EXHIBIT A
LEGAL DESCRIPTION

THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 465.11 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,504,349 SQUARE FEET OR 34.535 ACRES, MORE OR LESS.

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 MAINTENANCE IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
[redacted]

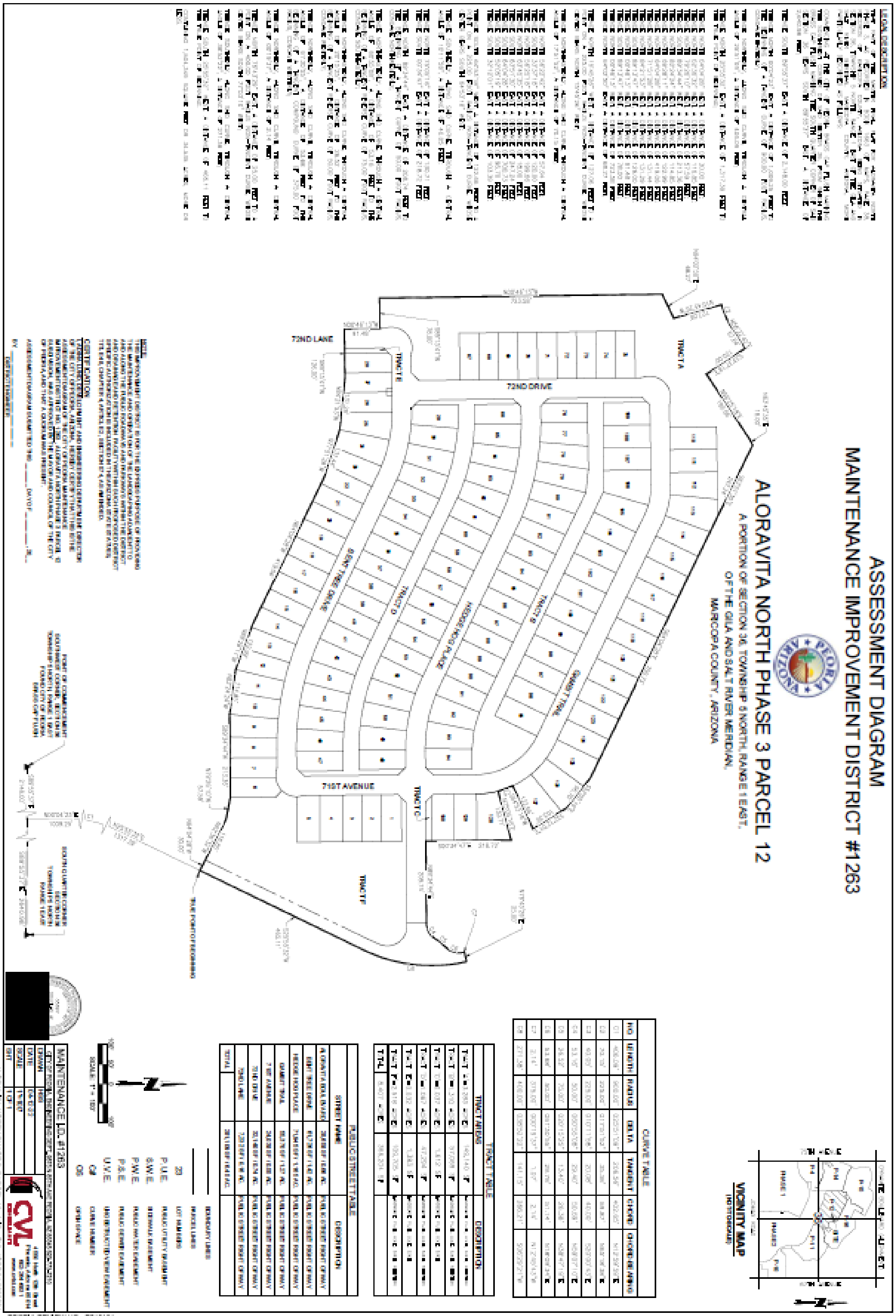
Resolution No. 2022-104

EXHIBIT “B”

IS ON FILE IN THE

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

Resolution No. 2022-104
MID 1263, Aloravita North Phase 3 Parcel 12
October 11, 2022
Page 9 of 9 Pages



CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1263, ALORAVITA NORTH PHASE 3 PARCEL 12.

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

On the 11th day of October, 2022, the Mayor and Council of the City of Peoria adopted Resolution No. 2022-104; ordering the improvements of a certain area within the corporate limits of the city and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1263, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintenance of landscaping within the district and including a charge for the work necessary to maintain the landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Maintenance Improvement District No. 1263 may be obtained by contacting Ms. Adina Lund, Engineering Director, City of Peoria, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this _______ day of ___________ 2022.

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

Published in the Peoria Times

Publication Dates: October 20 & 27, 2022

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1263, ALORAVITA NORTH PHASE 3 PARCEL 12.

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DATED AND SIGNED this _______ day of ______________ 2022.

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

Posted at City Council Chambers Entrance Dates: ___________________

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13C.

Date Prepared: 9/28/2022

Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Street Light Improvement District No. 1165, Aloravita North Phase 3 Parcel 12, Aloravita Boulevard and Eastwing Vista Trail

---

Purpose:

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2022-105** intention and ordering the formation of proposed Street Light Improvement District No. 1165, Aloravita North Phase 3 Parcel 12, located at Aloravita Boulevard and Eastwing Vista Trail; and adopt **RES. 2022-106** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

Summary:

The purpose of the Streetlight Improvement District is for the purchase of electricity for lighting the streets and public parks within the proposed district.

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1165, Aloravita North Phase 3 Parcel 12, located at Aloravita Boulevard and Eastwing Vista Trail. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then immediately adopt a Resolution Ordering the improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2024, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. In accordance with state statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

Previous Actions/Background:

The Final Plat for Aloravita North Phase 3 Parcel 12 was approved by the Council on September

27, 2022.

Staff Recommendation:

Staff recommends for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1165, Aloravita North Phase 3 Parcel 12, located at Aloravita Boulevard and Eastwing Vista Trail, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and street light plans must be approved by the City of Peoria (City) prior to recordation of the Street Light Improvement District.

2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Street Light Improvement District.

3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

Fiscal Analysis:

There is no direct fiscal impact to the City to approve the Street Light Improvement District. However, the City would incur the cost associated with the purchase of electricity for lighting the streets and public parks within the proposed district should the taxing district not be approved and recorded.

ATTACHMENTS:

SLID 1165 Aloravita Petition Formation
SLID 1165 Aloravita Resolution of Intention
SLID 1165 Aloravita Resolution Ordering Improvements
SLID 1165 Aloravita Posting Notices

Contact Name and Number:
Adina Lund, Development and Engineering Director, 623-773-7249

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

[1263]
MID#

[Aloravita North Phase 3 - Parcel 12]
Subdivision Name

To: Honorable Mayor and Council
City of Peoria, Arizona

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

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 34.535 acres and is entirely within the corporate boundaries of the City of Peoria.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.

3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.

4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.

5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;

   (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and

   (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

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

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the _____ day of ________________ 20____.

	Date:	Property (Tax Parcel Numbers)
Pulte Home Company Print Property Owner Name Mike Hifler Print Name [redacted] Signature	8/1/22	201-29-833
Print Property Owner Name Print Name Address Signature	Date:	Property (Tax Parcel Numbers)

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an
ARIZONA MUNICIPAL CORPORATION

ATTEST:

By______________________________
Mayor

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

RESOLUTION NO. 2022-105

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1165, ALORAVITA NORTH PHASE 3 PARCEL 12; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

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

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights on file with the Superintendent of Streets and the City Clerk is approved and adopted by the Mayor and Council of the City.

SECTION 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the purchase of electricity be chargeable upon a district to be known and designated as the City of Peoria Streetlight Improvement District No. 1165 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the purchase of electricity for streetlights to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1165 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1165 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1165.

SECTION 3. The costs and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Streetlight Improvement District No. 1165 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

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

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

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 11th day of October, 2022.

CITY OF PEORIA, an Arizona municipal corporation

____
Cathy Carlat, Mayor

____
Date Signed

ATTEST:

____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

____
Vanessa P. Hickman, City Attorney

Effective Date: ______________________________

PEORIA ARIZONA

EXHIBIT A
LEGAL DESCRIPTION

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COMMENCING AT THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36, FROM WHICH THE BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 89°55'37" EAST, A DISTANCE OF 2,640.98 FEET;

THENCE SOUTH 89°55'37" EAST, A DISTANCE OF 2,148.00 FEET;

THENCE NORTH 00°04'23" EAST, A DISTANCE OF 1,009.25 FEET TO THE BEGINNING OF A TANGENT CURVE OF 900.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°51'09", A DISTANCE OF 406.09 FEET;

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THENCE NORTH 69°28'11" WEST, A DISTANCE OF 122.99 FEET;
THENCE NORTH 64°04'28" WEST, A DISTANCE OF 419.06 FEET;

Title: ALORAVITA NORTH PHASE 3 PARCEL 12
STREET LIGHT IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER

[redacted]

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Title: ALORAVITA NORTH PHASE 3 PARCEL 12 STREET LIGHT IMPROVEMENT DISTRICT

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER

[redacted]

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

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THENCE NORTH 75°05'16" EAST, A DISTANCE OF 130.71 FEET;
THENCE SOUTH 00°34'47" EAST, A DISTANCE OF 218.72 FEET;

THENCE NORTH 89°34'44" EAST, A DISTANCE OF 208.74 FEET TO THE BEGINNING OF A TANGENT CURVE OF 50.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°55'08", A DISTANCE OF 53.16 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 75.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°15'25", A DISTANCE OF 26.52 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 50.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°30'55", A DISTANCE OF 53.68 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE OF 375.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°19'37", A DISTANCE OF 2.14 FEET;

THENCE NORTH 76°43'29" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A 400.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 77°03'10" WEST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°52'22", A DISTANCE OF 271.38 FEET;

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 STREET LIGHT IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER

[redacted]

EXHIBIT A
LEGAL DESCRIPTION

THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 465.11 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,504,349 SQUARE FEET OR 34.535 ACRES, MORE OR LESS.

**Title: ALORAVITA NORTH PHASE 3 PARCEL 12
STREET LIGHT IMPROVEMENT DISTRICT**

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
22-22

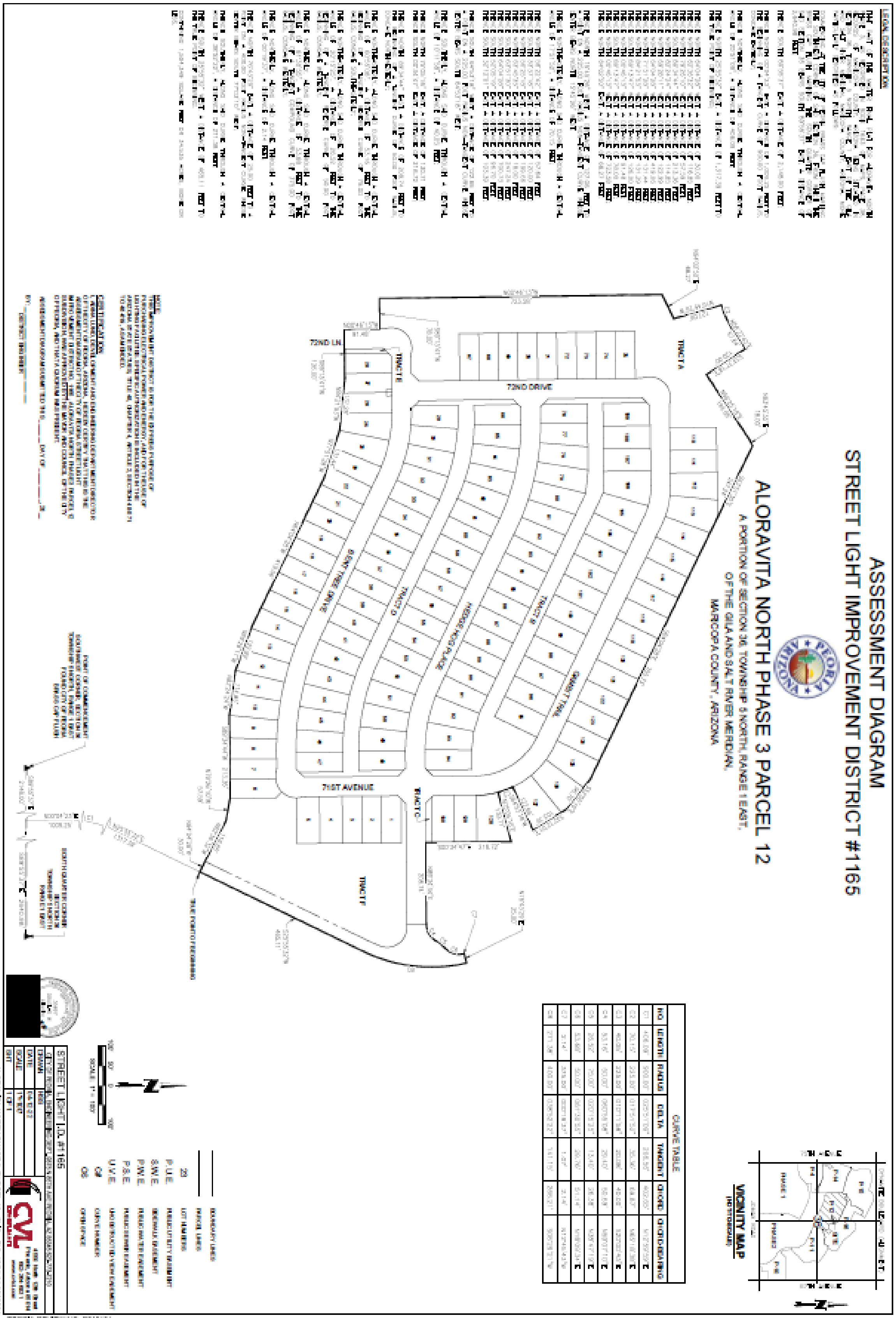
[redacted]

Resolution No. 2022-105

EXHIBIT “B”

IS ON FILE IN THE

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



PEORIA REVIEW NO. R210101

RESOLUTION NO. 2022-106

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1165, ALORAVITA NORTH PHASE 3 PARCEL 12; PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 11th day of October, 2022, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2022-105, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1105; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2022-105 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2022-105, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1) inch in height. Said notices stated the fact of the passage of said Resolution of Intention No. 2022-105 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2022-105 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, no protests against the proposed improvement and no objections to the extent of the District were filed with the Clerk of the City during the time prescribed by law; and

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2022-105; and

WHEREAS, the City Engineer acting as District Engineer has prepared and presented to the Mayor and Council of the City duplicate diagrams of the property contained within the District ("the Diagram") and legal description copies of which are attached and incorporated as Exhibits A and B.

NOW THEREFORE IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, as follows:

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2022-105 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

Section 2. The Superintendent of Streets of the City is authorized and directed to prepare and execute the notice of the passage of this Resolution, which is attached as Exhibit B. Such notice shall be posted and published as provided by law.

Section 3. That the Diagram, as prepared and presented to the Mayor and Council of the City is approved by the Mayor and Council of the City.

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 11th day of October, 2022, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 11th day of October, 2022.

CITY OF PEORIA, an Arizona municipal corporation

____
Cathy Carlat, Mayor

____
Date Signed

ATTEST:

____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

____
Vanessa P. Hickman, City Attorney

Effective Date: ______________________

EXHIBIT A
LEGAL DESCRIPTION

THAT PART OF THE MASTER FINAL PLAT FOR ALORAVITA NORTH PHASE 3, AS RECORDED IN BOOK 1663 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED IN SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHWEST CORNER OF SAID SECTION 36, FROM WHICH THE BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 89°55'37" EAST, A DISTANCE OF 2,640.98 FEET;

THENCE SOUTH 89°55'37" EAST, A DISTANCE OF 2,148.00 FEET;

THENCE NORTH 00°04'23" EAST, A DISTANCE OF 1,009.25 FEET TO THE BEGINNING OF A TANGENT CURVE OF 900.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°51'09", A DISTANCE OF 406.09 FEET;

THENCE NORTH 25°55'32" EAST, A DISTANCE OF 1,317.39 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 64°04'28" WEST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 62°36'32" WEST, A DISTANCE OF 116.85 FEET;
THENCE NORTH 79°26'10" WEST, A DISTANCE OF 57.59 FEET;
THENCE SOUTH 89°34'44" WEST, A DISTANCE OF 213.36 FEET;
THENCE NORTH 82°24'24" WEST, A DISTANCE OF 114.85 FEET;
THENCE NORTH 69°28'11" WEST, A DISTANCE OF 122.99 FEET;
THENCE NORTH 64°04'28" WEST, A DISTANCE OF 419.06 FEET;

Page 1 of 4

**Title: ALORAVITA NORTH PHASE 3 PARCEL 12
STREET LIGHT IMPROVEMENT DISTRICT**

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
[redacted]

PEORIA ★ ARIZONA ★

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 71°51'28" WEST, A DISTANCE OF 131.44 FEET;
THENCE NORTH 84°21'53" WEST, A DISTANCE OF 131.29 FEET;
THENCE SOUTH 89°13'47" WEST, A DISTANCE OF 126.00 FEET;
THENCE NORTH 00°46'13" WEST, A DISTANCE OF 91.48 FEET;
THENCE SOUTH 89°13'47" WEST, A DISTANCE OF 78.00 FEET;
THENCE NORTH 00°46'13" WEST, A DISTANCE OF 723.58 FEET;
THENCE NORTH 64°02'50" EAST, A DISTANCE OF 68.27 FEET;

THENCE NORTH 15°45'26" WEST, A DISTANCE OF 127.06 FEET TO A POINT ON A 225.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 15°45'26" WEST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°51'52", A DISTANCE OF 70.15 FEET;

THENCE NORTH 56°22'42" EAST, A DISTANCE OF 57.64 FEET;
THENCE SOUTH 33°37'18" EAST, A DISTANCE OF 120.00 FEET;
THENCE NORTH 56°25'18" EAST, A DISTANCE OF 199.66 FEET;
THENCE NORTH 63°45'35" EAST, A DISTANCE OF 18.00 FEET;
THENCE SOUTH 63°51'30" EAST, A DISTANCE OF 247.24 FEET;
THENCE SOUTH 64°04'28" EAST, A DISTANCE OF 700.73 FEET;
THENCE SOUTH 52°05'19" EAST, A DISTANCE OF 96.70 FEET;
THENCE SOUTH 32°12'01" EAST, A DISTANCE OF 103.39 FEET;

THENCE SOUTH 64°53'18" WEST, A DISTANCE OF 122.66 FEET TO A POINT ON A 225.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 64°53'18" WEST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°11'58", A DISTANCE OF 40.05 FEET;

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 STREET LIGHT IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
-22-22
[redacted]

EXHIBIT A
LEGAL DESCRIPTION

THENCE NORTH 75°05'16" EAST, A DISTANCE OF 130.71 FEET;
THENCE SOUTH 00°34'47" EAST, A DISTANCE OF 218.72 FEET;

THENCE NORTH 89°34'44" EAST, A DISTANCE OF 208.74 FEET TO THE BEGINNING OF A TANGENT CURVE OF 50.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°55'08", A DISTANCE OF 53.16 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 75.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°15'25", A DISTANCE OF 26.52 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 50.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°30'55", A DISTANCE OF 53.68 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE OF 375.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°19'37", A DISTANCE OF 2.14 FEET;

THENCE NORTH 76°43'29" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A 400.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 77°03'10" WEST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°52'22", A DISTANCE OF 271.38 FEET;

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 STREET LIGHT IMPROVEMENT DISTRICT

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Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
[redacted]

N:\01\0232201\CADD\COGO\Legal Descriptions in Cadd\LG.PH3.PCL12.SLID.dwg TomD **August 22, 2022**

EXHIBIT A
LEGAL DESCRIPTION

THENCE SOUTH 25°55'32" WEST, A DISTANCE OF 465.11 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,504,349 SQUARE FEET OR 34.535 ACRES, MORE OR LESS.

Title: ALORAVITA NORTH PHASE 3 PARCEL 12 STREET LIGHT IMPROVEMENT DISTRICT

Preparing Firm: COE & VAN LOO CONSULTANTS, INC.

Address: 4550 NORTH 12TH STREET, PHOENIX, AZ 85014

Phone: 602-264-6831 **Fax: 602-264-0928**

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
-22

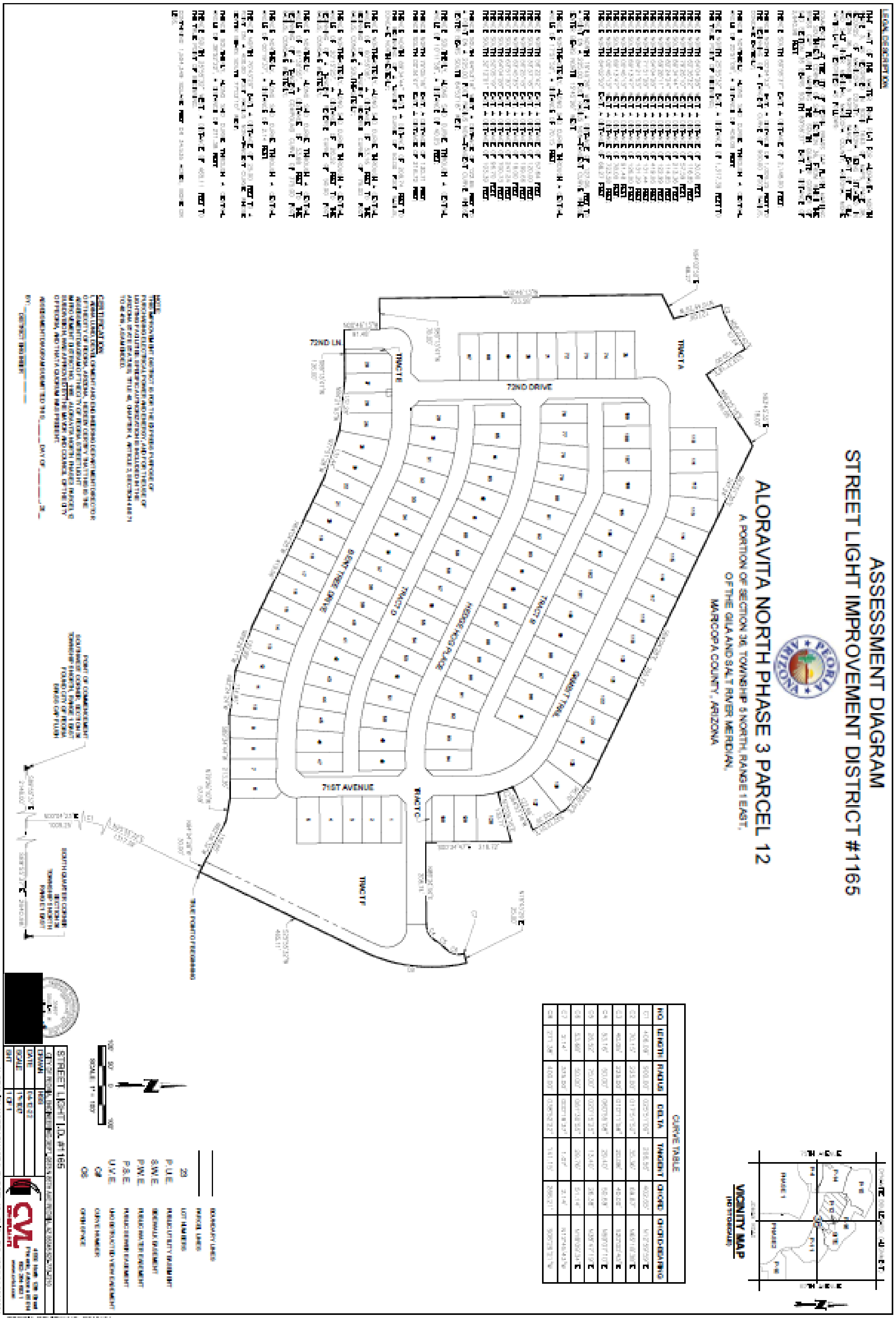
[redacted]

Resolution No. 2022-106

EXHIBIT “B”

IS ON FILE IN THE

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



PEORIA REVIEW NO. R210101

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1165, ALORAVITA NORTH PHASE 3 PARCEL 12.

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

On the 11th day of October, 2022, the Mayor and Council of the City of Peoria adopted Resolution No. 2022-106; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1165, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

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

Further information concerning City of Peoria Streetlight Improvement District No. 1165 may be obtained by contacting Mrs. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this _____ day of _______________, 2022.

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

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1165, ALORAVITA NORTH PHASE 3 PARCEL 12.

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Further information concerning City of Peoria Streetlight Improvement District No. 1165 may be obtained by contacting Ms. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7249.

DATED AND SIGNED this _____ day of _______________, 2022.

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

Published in the Peoria Times Publication Dates: October 20 & 27, 2022

CITY OF PEORIA, ARIZONA
NOTICE

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1165, ALORAVITA NORTH PHASE 3 PARCEL 12.

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Further information concerning City of Peoria Streetlight Improvement District No. 1165 may be obtained by contacting Ms. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this _____ day of _______________, 2022.

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

Posted at City Council Chambers Entrance Dates: ____________________

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14C.

Date Prepared: 9/27/2022

Council Meeting Date: 10/11/2022

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. 2022-107** accepting Deeds and Easements for various Real Property interests acquired by the City, subject to stipulations.

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.

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:

Resolution 2022-107 Deeds and Easements

Contact Name and Number:

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

RESOLUTION NO. 2022-107

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.

Urias Custom Home 8151 W. Madison St.
Aguero Gustavo Adolfo Urias
EASEMENT FOR PUBLIC UTILITIES
Maricopa County Recording No. 20220738696
(Project No. 2106376 / Deed No. 22-027)

Torres Lot Split 7990 W. Country Gables Dr.
Blanca Torres and Robert Torres II
EASEMENT FOR PUBLIC UTILITIES
Maricopa County Recording No. 20220738851
(Project No. ML22-03 / Deed No. 22-028)

Cross of Glory Church 10111 W. Jomax Rd.
Cross of Glory Lutheran Church, Inc.
ROADWAY AND PEORIA MUNICIPAL UTILITY EASEMENT
Maricopa County Recording No. 20220742965
(Project No. R200020 / Deed No. 22-015)

Cross of Glory Church 10111 W. Jomax Rd.
Cross of Glory Lutheran Church, Inc.
EASEMENT FOR PUBLIC UTILITIES
Maricopa County Recording No. 20220742964
(Project No. R200020 / Deed No. 22-016)

Cross of Glory Church 10111 W. Jomax Rd.
Cross of Glory Lutheran Church, Inc.
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 20220742579
(Project No. R200020 / Deed No. 22-017)

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 11th day of October, 2022.

____
Cathy Carlat, Mayor

____
Date Signed

ATTEST:

____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

____
Vanessa P. Hickman, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 15C.

Date Prepared: 9/28/2022

Council Meeting Date: 10/11/2022

TO:	Jeff Tyne, City Manager
THROUGH:	Katie Gregory, Deputy City Manager
FROM:	Adina Lund, P. E., Development and Engineering Director
SUBJECT:	Abandonment of City Interest, Federal Patent Easement, 25847 N 92nd Avenue

Purpose:

Discussion and possible action to adopt **RES. 2022-108** to abandon City interest in a portion of a Federal Patent Easement as recorded in Maricopa County Recorder Docket 2967 Page 99, located at 25847 North 92nd Avenue.

Summary:

At one time, the United States Bureau of Land Management (BLM) owned large parcels of land within northern Peoria that were divided into smaller parcels; in an effort to ensure that these smaller parcels were not land locked, when the land was sold by BLM these parcels were subject to an easement for right of way and public utilities. Per Arizona State Statute, municipalities have the authority to abandon these easements once it is determined that there is not a current or future need for them. In this area of the City, the roadway network has previously been established without utilizing these easements.

When a parcel is developed, one of the items that staff will verify is whether the project meets minimum setback requirements. Having the federal patent easement on the property will result in setbacks being measured from the edge of the easement in lieu of the property line. This can result in excessive setback requirements on the property which can preclude the owner from developing their property to it's full potential.

The following property is subject to the Federal Patent Easement and the property owner has requested the abandonment of the easement so the setback measurements will occur from the parcel boundary as intended.

- Hernandez Residence – 25847 North 92nd Avenue

Previous Actions/Background:

Staff reviewed the request and has determined that the portions of the Easement that the property owner has requested to be abandoned are no longer necessary for roadway and utility purposes. Letters from the existing utility companies giving their consent to the abandonment have also been received by staff.

Staff Recommendation:

Staff recommends City Council approve the adoption of the attached Resolution authorizing the abandonment of City interest in a portion of a Federal Patent Easement for Roadway and Public Utilities as recorded in Docket 2967 Page 99 located at 25847 North 92nd Avenue.

Fiscal Analysis:

There is no fiscal impact to the City associated with this abandonment request.

ATTACHMENTS:

Res. 2022-108 Abandonment of City Interest
Vicinity Map
Location Map

Contact Name and Number:
Adina Lund, Development & Engineering Director, (623) 773-7249

RESOLUTION NO. 2022-108

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT CERTAIN PUBLIC RIGHTS-OF-WAY RESERVED FOR THE PUBLIC BY THE UNITED STATES OF AMERICA FOR ROADWAY AND PUBLIC UTILITIES TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY PUBLIC RIGHTS-OF-WAY BE DISPOSED OF IN THE MANNER PROVIDED BY LAW.

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

WHEREAS, pursuant to A.R.S. 9-500.24, the City Council of the City of Peoria is vested with the power to determine and find that a certain federal patent easement dedicated by the United States of America to public use may no longer be necessary to the City; and

WHEREAS, pursuant to A.R.S. 9-500.24, the City is vested with the power to vacate such easement by transferring title to adjacent property owners and others; and

WHEREAS, the Mayor and Council find and determine that a certain Federal Patent Easement located in the City of Peoria, Maricopa County, Arizona, located at 25847 North 92nd Avenue, and more specifically described on the Legal Description (Exhibit A) attached to this Resolution is no longer needed by the City for Public Access and Public Utility purposes.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That Mayor and Council find and determine that a portion of the southern and eastern boundary of a Federal Patent Easement dedicated by the United States of America for public access and public utilities as recorded in Docket 2967 Page 99 and more specifically set forth on Exhibit “A” attached to this Resolution be and are hereby declared abandoned as provided by Chapter 4, Article 8, Title 9 of the Arizona Revised Statutes.

SECTION 2. That the City Engineer is directed to prepare and provide descriptions for the retention of such easements for public utilities, if any, as may be deemed appropriate across the described property.

SECTION 3. That the City Clerk shall record the original of this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of City of Peoria, Arizona this 11th day of October, 2022.

____
Cathy Carlat, Mayor

____
Date signed

ATTEST:

____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

____
Vanessa P. Hickman, City Attorney

ATTACHMENT:
1. Exhibit A – Legal Description

Portion of Patent Number 1197370
Exhibit “A” – Legal Description

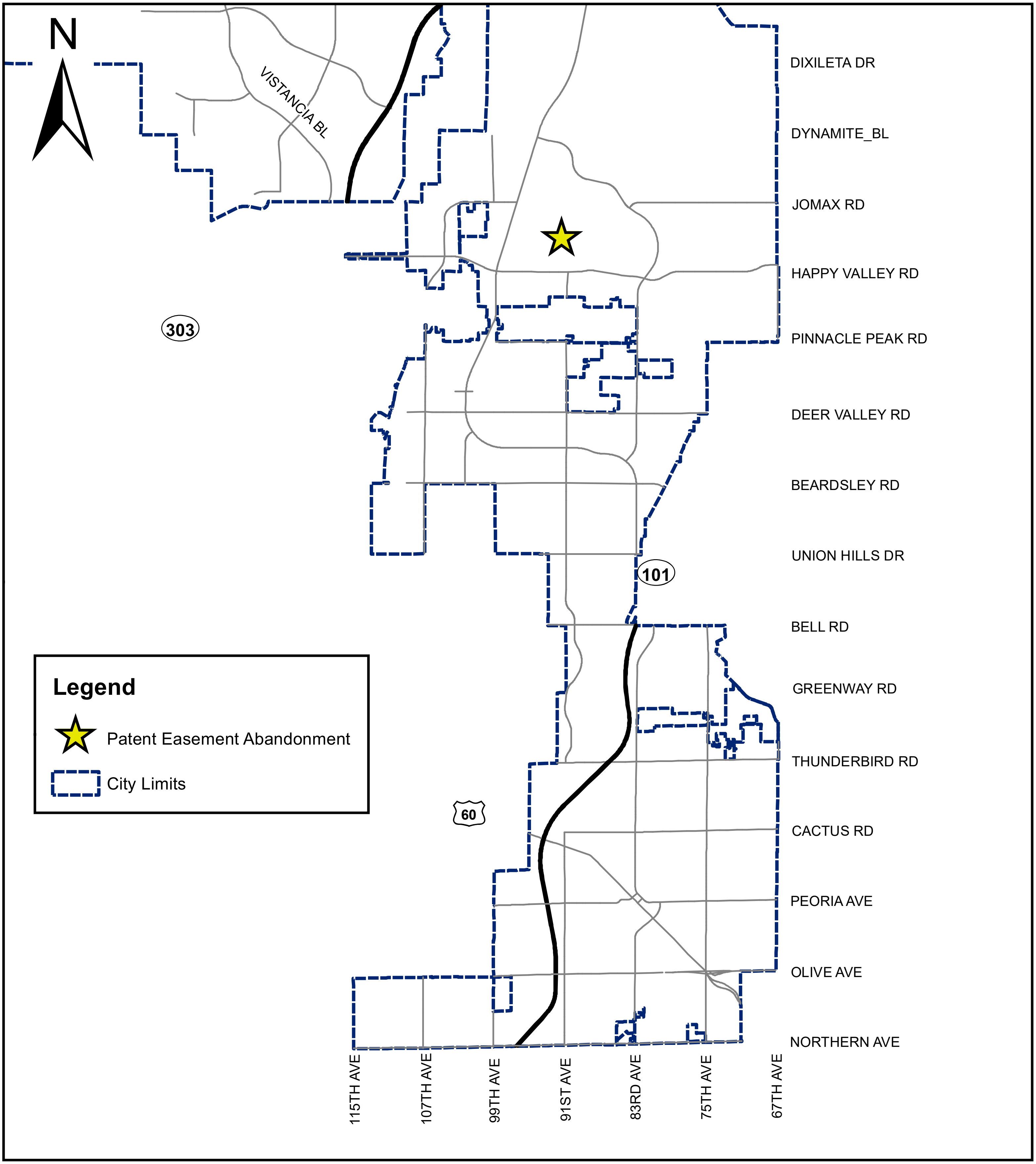
That portion of the South Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 4, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The South 33 Feet and the East 33 Feet of Lot 4 as shown on “A Replat of Sunset Ridge Estates, a Minor Subdivision According to Book 968 of Maps, Page 11 M.C.R.” Recorded in Official Records of Maricopa County, Arizona, in Book 1510, Page 49, on February 25, 2020.

DEVELOPMENT & ENGINEERING

Patent Easement Abandonment
APN 201-08-173
East & South 33 feet

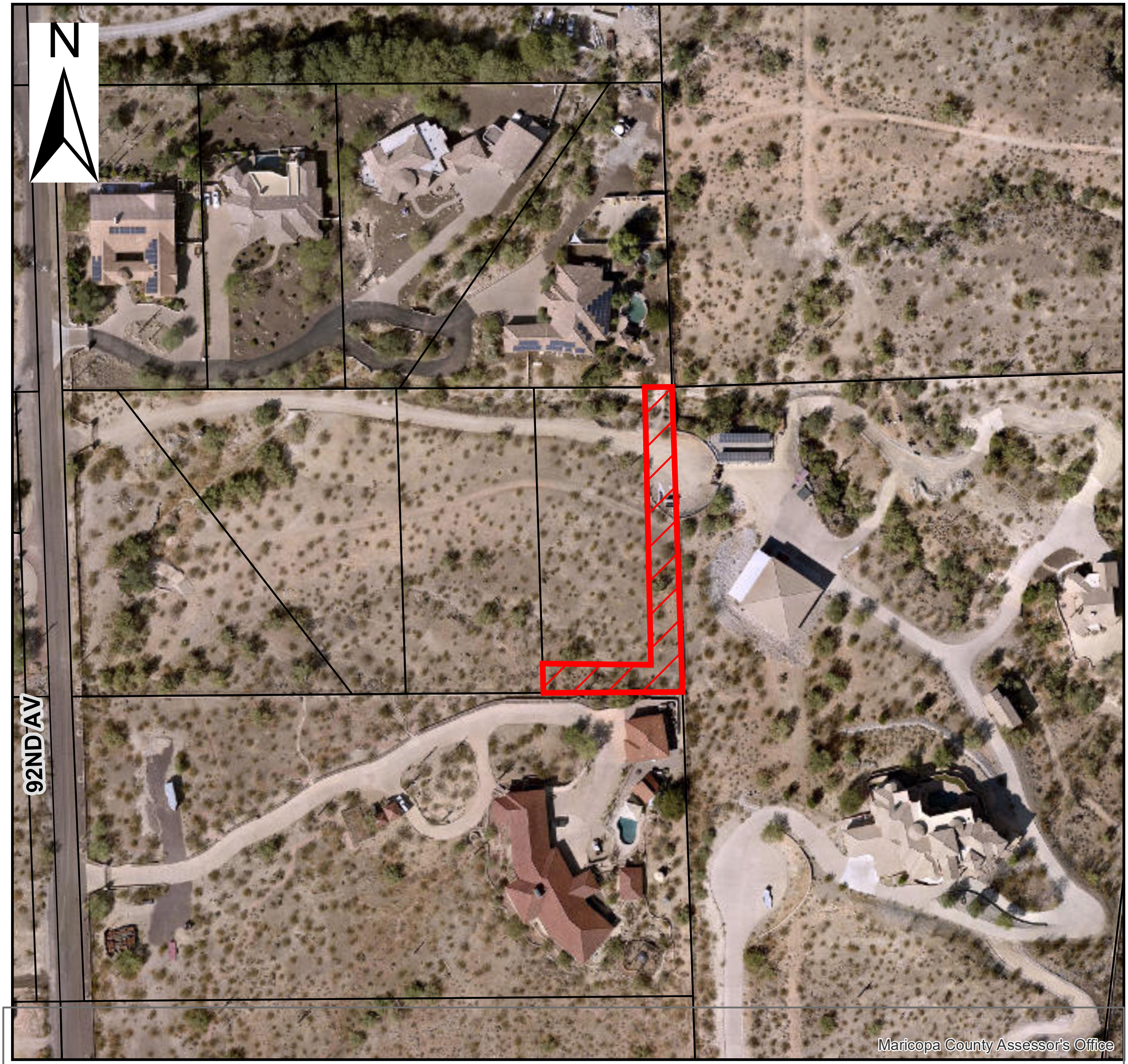
Vicinity Map



DEVELOPMENT
&
ENGINEERING

Patent Easement Abandonment
APN 201-08-173
East & South 33 feet

Location Map



Patent Easement Abandonment

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16C.

Date Prepared: 9/28/2022 Council Meeting Date: 10/11/2022

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. 2022-109** 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, subject to stipulations.

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.

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:

Re. 2022-109 Designate Roadways

Contact Name and Number:
Adina Lund, Development and Engineering Director, 623-773-7249

RESOLUTION NO. 2022-109

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.

Cross of Glory Church 10111 W. Jomax Rd.
Cross of Glory Lutheran Church, Inc.
Major Arterial
DEDICATION OF PUBLIC ROADWAY
Maricopa County Recording No. 20220742579
(Project No. R200020 / Deed No. 22-017)

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.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Peoria, Arizona this 11th day of October, 2022.

.

CITY OF PEORIA, an Arizona municipal corporation

____
Cathy Carlat, Mayor

ATTEST:

____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

____
Vanessa P. Hickman, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17C.

Date Prepared: 9/27/2022

Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Final Plat, Catania & Dilligianis, 92nd Avenue and Prickly Pear Trail

---

Purpose:

Discussion and possible action to approve a Final Plat of Catania & Dilligianis, located on the northwest corner of 92^{nd} Avenue and Prickly Pear Trail, subject to stipulations.

Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water and sewer service area. This Final Plat combines three (3) existing lots into a total of two (2) new lots. All adjacent roadways are existing and public and will be maintained by the City of Peoria.

Previous Actions/Background:

No previous actions.

Staff Recommendation:

Staff recommends the approval and subsequent recordation of the attached Final Plat subject to the following stipulation:

In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Final Plat
Exhibit 2: Vicinity Map

Contact Name and Number:
Adina Lund, PE, Development and Engineering Director, 623-773-7249

FINAL PLAT OF "CATANIA & DILIGIANIS"

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:
THAT RUSTY CATANIA AND KIM CATANIA, DAVID S. DILIGIANIS, AS OWNERS, DO HEREBY PUBLISH THIS PLAT OF "CATANIA AND DILIGIANIS" OVER A PORTION OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS, AND FOR THE PLAT OF "CATANIA AND DILIGIANIS", AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

IN WITNESS WHEREOF:
RUSTY CATANIA AND KIM CATANIA, DAVID S. DILIGIANIS, AS OWNER(S) HAS HEREUNDER CAUSED ITS NAME TO SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF

________________, ITS ________________

THEREUNTO DULY AUTHORIZED THIS _____ DAY OF __________, 20___

CATANIA LIVING TRUST, & DAVID SAM DILIGIANIS JR., AS OWNER(S),
DO HEREBY PUBLISH THIS PLAT OF 'CATANIA & DILIGIANIS' , OVER A PORTION OF SECTION, 4, TOWNSHIP 4 NORTH,
RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND
PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID 'CATANIA & DILIGIANIS' AND
HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF PEORIA FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

PUBLIC UTILITY EASEMENTS (PUE) 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.

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF __________, 20_____

________________ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE ________________, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT __________ AS __________, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC ________ EXPIRES ________

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF __________, 20_____

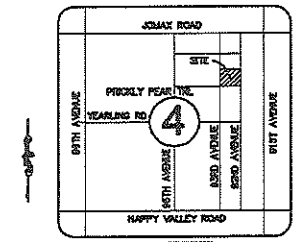
________________ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE ________________, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT __________ AS __________, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC ________ EXPIRES ________

NOTES:

A. THE SUBDIVISION IS UNDER THE JURISDICTION OF PEORIA FIRE DEPARTMENT.
B. 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.
C. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
D. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
E. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
F. 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 30% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
G. THIS SUBDIVISION IS SERVICED BY A SHARED WELL.
I. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
J. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE. HAPPY VALLEY ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
L. 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.
K. MAXIMUM BUILDING ENVELOPE ON EACH LOT IS ________.
Q. HILLSIDE LOTS WILL REQUIRE INDIVIDUAL HILLSIDE DEVELOPMENT REVIEW BY THE CITY'S PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.



VICINITY MAP
(NOT TO SCALE)
T4N-R1E

LEGAL DESCRIPTION:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

FLOOD PLAIN DESIGNATION:

THE SUBJECT PROPERTY LIES WITHIN ZONE "X" PER FEMA FIRM PANEL 04013C1235L.

APPROVALS

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA.
THIS ________ DAY OF __________, 20 __
APPROVED BY: ________________ DATE: ________
MAYOR
ATTESTED BY: ________________ DATE: ________
CLERK
APPROVED BY: ________________ DATE: ________
FOR CITY ENGINEER

BASIS OF BEARINGS

NORTH 89 DEGREES 33 MINUTES 51 SECONDS EAST ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNERS:

CATANIA LIVING TRUST
28051 N. 83RD AVENUE
PEORIA, AZ 85383

DAVID S. DILIGIANIS JR.
28050 N. 82ND AVENUE,
PEORIA, AZ 85383
(602) 708-1420

SITE AREA:

NET – 181,687 S.F. 4.171 ACRES
GROSS – 214,728 S.F. 4.929 ACRES

ENGINEER/ SURVEYOR:

HOOK ENGINEERING INC.
3104 E. CAMELBACK RD. #1173
PHOENIX, AZ 85016
CONTACT: MIKE HOOK
PHONE: (602) 944-0166
EMAIL: MHOOK@HOOKENGINEERING.COM
SURVEYOR: JOHN HOOK LS 6454

ZONING DESIGNATION:

SR-43 SUBURBAN RANCH
PER MARICOPA COUNTY ASSESSOR'S WEBSITE

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF

________________, 20__;

THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR ________ DATE

R220010

"FINAL PLAT OF CATANIA & DILIGIANIS"

Hook Engineering, Inc.
Civil Engineers - Land Surveyors
3104 E. CAMELBACK RD. #1173 PHOENIX, AZ 85016 (602) 944-0166

FINAL PLAT OF "CATANIA & DILIGIANIS"
THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

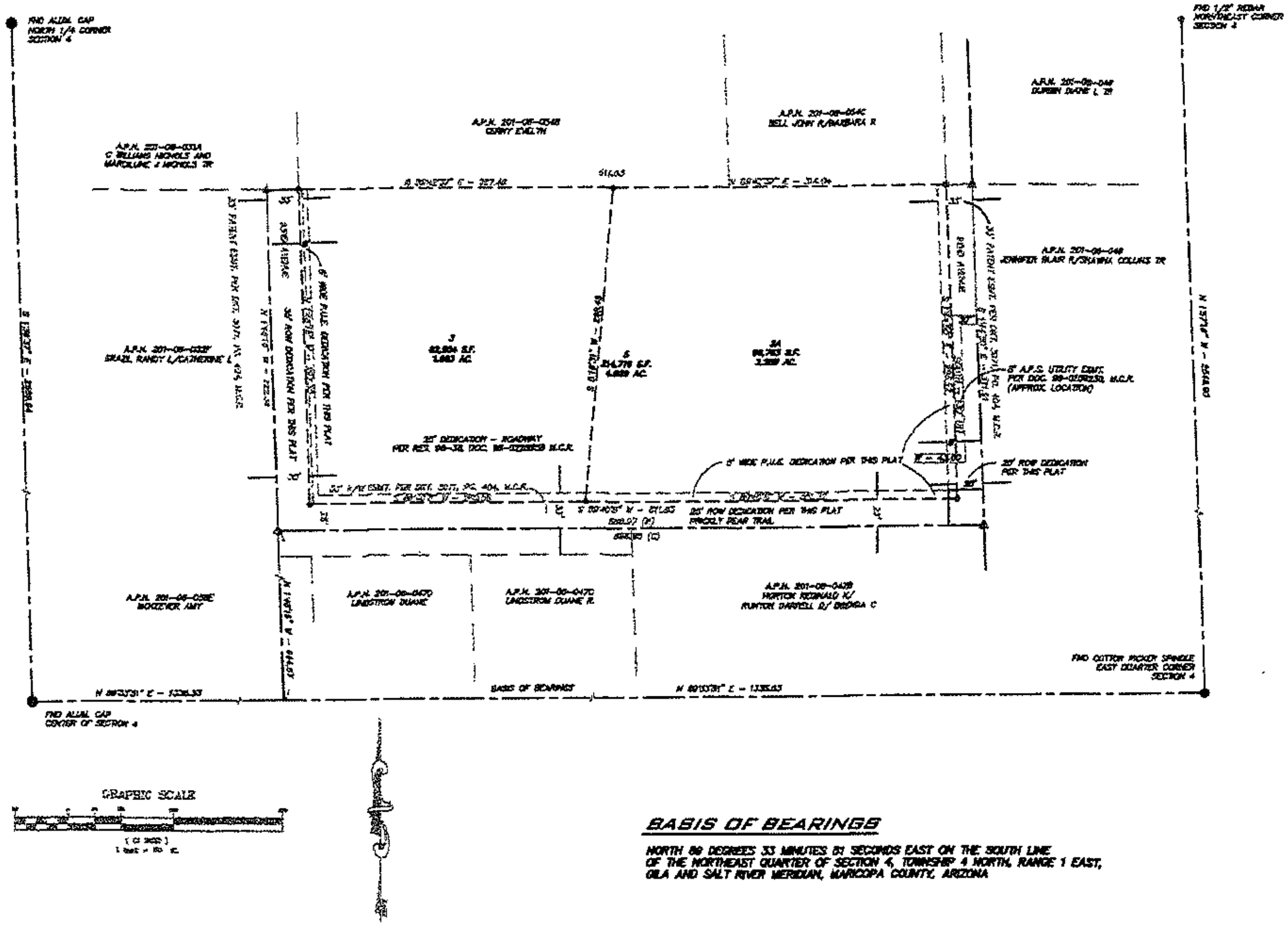
Designed by SVO | Checked by | Revisions | Date | By

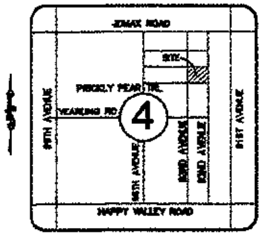
JOB NUMBER

SHEET

FINAL PLAT OF "CATANIA & DILIGIANIS"

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA





VICINITY MAP
(NOT TO SCALE)
T4N-R1E

OWNERS:

CATANIA LIVING TRUST

DAVID S. DILIGIANIS JR.

ENGINEER/ SURVEYOR:

HOOK ENGINEERING INC.
3104 E. CAMELBACK RD. #1173
PHOENIX, AZ 85016
CONTACT: MIKE HOOK
SURVEYOR: JOHN HOOK LS 6464

PARENT PARCEL

201-06-053F

LEGEND

ROW	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
	SECTION LINE
	LOT LINE
	EASEMENT
	ADJOINING PROPERTY

BASIS OF BEARINGS

NORTH 89 DEGREES 33 MINUTES 51 SECONDS EAST ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

"FINAL PLAT OF CATANIA & DILIGIANIS"

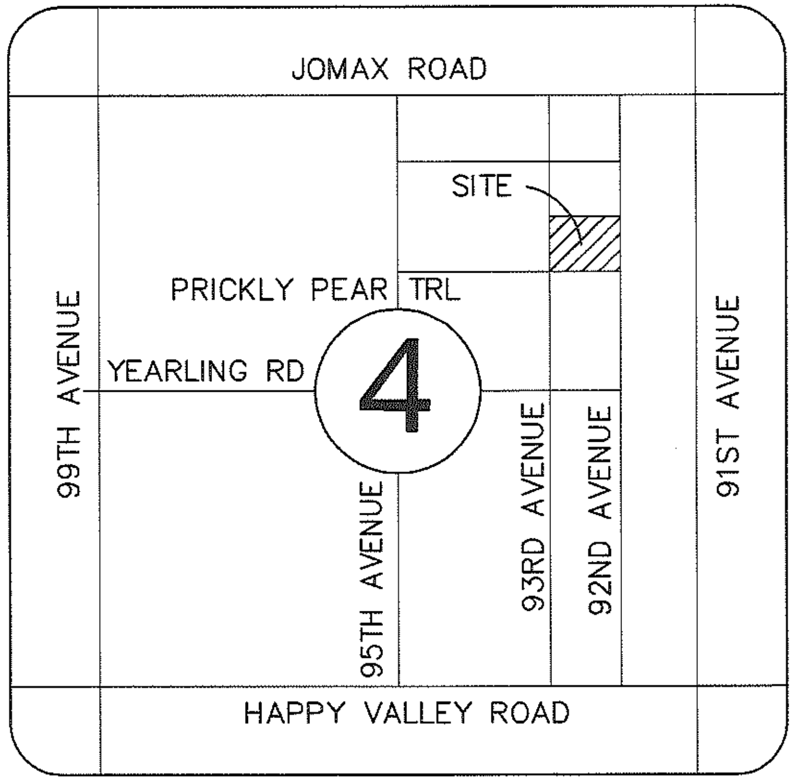
Hook Engineering, Inc.
Civil Engineers - Land Surveyors

FINAL PLAT OF "CATANIA & DILIGIANIS"

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

SHEET

2 of 2



VICINITY MAP

(NOT TO SCALE)

T4N-R1E

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 18R.

Date Prepared: 9/28/2022 | Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Contract, FPS Civil, LLC, Reclaimed Water Project 1 – Segment 3

Purpose:

Discussion and possible action to (a) approve a contract in the amount of $7,534,148 with FPS Civil, LLC to provide construction services for Segment 3 of Project 1 of the Reclaimed Water Master Plan Implementation and (b) approve a budget amendment in the amount of $2,100,000 from contingency to the Reclaimed Water Master Plan Implementation Project.

Summary:

The Peoria 2015 Integrated Water Utility Master Plan (IWUMP) defined existing and proposed improvements to the City's water, wastewater and reclaimed water systems. Subsequently, a consultant was hired to update the citywide Reclaimed Water Master Plan to include a more detailed vision for maximizing the social, economic and environmental benefits of the City's existing and proposed reclaimed water system to achieve the City's goal of using its reclaimed water efficiently in its highest and best use to the same extent as its surface water supplies.

As part of that plan, several large projects are programmed to expand the City's reclaimed water system. The City's FY2023-FY2032 Capital Improvement Program (CIP) includes funding to design and construct the first such expansion project known as the Reclaimed Water Master Plan Implementation Project 1.

Project 1 will construct approximately 7 miles of reclaimed water transmission piping from the Beardsley Water Reclamation Facility (WRF) to Lake Pleasant Parkway (LPP) and Dixileta Drive. This project will serve existing City Parks along the route, provide future opportunities to expand the reclaimed water system farther into north Peoria, and position the City to build Project 2 to connect to the Jomax Reclaimed System in Vistancia. This backbone pipeline of project 1 has been designed and will be built in four separate segments to minimize construction time and provide the most cost effective way to implement construction.

Construction of this segment, Segment 3, will install the water transmission piping along Jomax Road, from 101st Lane to LPP, where it will tie into an existing potable water main that is to be repurposed and used as a reclaimed waterline. Additionally, with this segment, transmission piping will be constructed from the City's existing Pleasant Valley Reservoir and Pump Station, located just to the west of LPP and Lone Mountain Parkway intersection, north to an existing service stub at LPP and Dixileta Drive. The final segment, Segment 4, has been advertised for a separate low bid construction contract, with bids due October 20, 2022. Segment 1 was previously awarded and is substantially complete and the Segment 2 contract was approved at the June 21, 2022 Council Meeting.

On August 11, 2022, the City issued solicitation P23-0016 for low bid construction services for Reclaimed Water Master Plan Implementation Segment 3. On September 14, 2022, bids were opened. Three (3) bids were received and FPS Civil, LLC was determined to be the lowest responsive and responsible bidder.

Construction of Reclaimed Water Segment 3 is expected to begin in late summer 2023 and be complete by fall 2024. The contractor is working with suppliers to confirm delivery times of the long lead materials. Recent supply chain issues have resulted in substantially longer than usual procurement lead times for pipe materials.

The City has obtained a loan from the Water Infrastructure Financing Authority (WIFA) in the amount of $17,764,029 to design and construct this project. An additional $1.1 million in general obligation bond proceeds is helping to fund the project. However, a project budget deficit has been identified due to recent cost escalations, and approximately $2,100,000 in additional funding will be required to fully fund the Segment 3 construction contract.

Previous Actions/Background:

June 16, 2020 - Cape Powers, Water Services Director, provided an update to City Council on the overall Reclaimed Water Strategy including anticipated future projects such as Project 1.

December 1, 2020 - The City Attorney's Office, Materials Management Division, and the Development and Engineering Department administratively approved and awarded the initial contract for Project 1 design for Segment 1.

February 9, 2021 - The City Attorney's Office, Materials Management Division, and the Development and Engineering Department administratively approved and awarded the initial contract for Project 1 pre-construction services for Segment 1 to Hunter Contracting Co. in the amount of $199,140.35.

February 16, 2021 - Cape Powers, Water Services Director, provided an overview of the Water Services Department to City Council. This project was included in the discussion.

March 2, 2021 – City Council approved the contract amendment to GHD, Inc. for design of Project 1 Segments 2, 3, and 4 in the amount of $1,129,532.

September 28, 2021 – City Council approved the contract amendment to Hunter Contracting Co. for Project 1 – Segment 1 construction services in the amount of $2,233,662.60.

June 21, 2022 – City Council approved the contract to FPS Civil, LLC for Project 1 – Segment

2 construction services in the amount of $6,513,407.

Staff Recommendation:

Staff recommends approval of the contract with FPS Civil, LLC in the amount of $7,534,148 to provide reclaimed water line construction services for Segment 3 of Reclaimed Water Master Plan Implementation Project 1 and a budget amendment in the amount of $2,100,000 from the city's contingency appropriation to the project budget.

Fiscal Analysis:

The WIFA Loan and the general obligation bonds that currently make up the budget for this project are secured by the city's secondary property tax. The $2.1 million deficit projected for this segment will be included in the upcoming general obligation bond sale and likewise funded with the city's secondary property tax. The city has sufficient financial capacity in the secondary property tax fund to pay for the increased cost of this project.

The additional funds to award this contract were previously approved as part of the FY2023-FY2032 Capital Improvement Program.

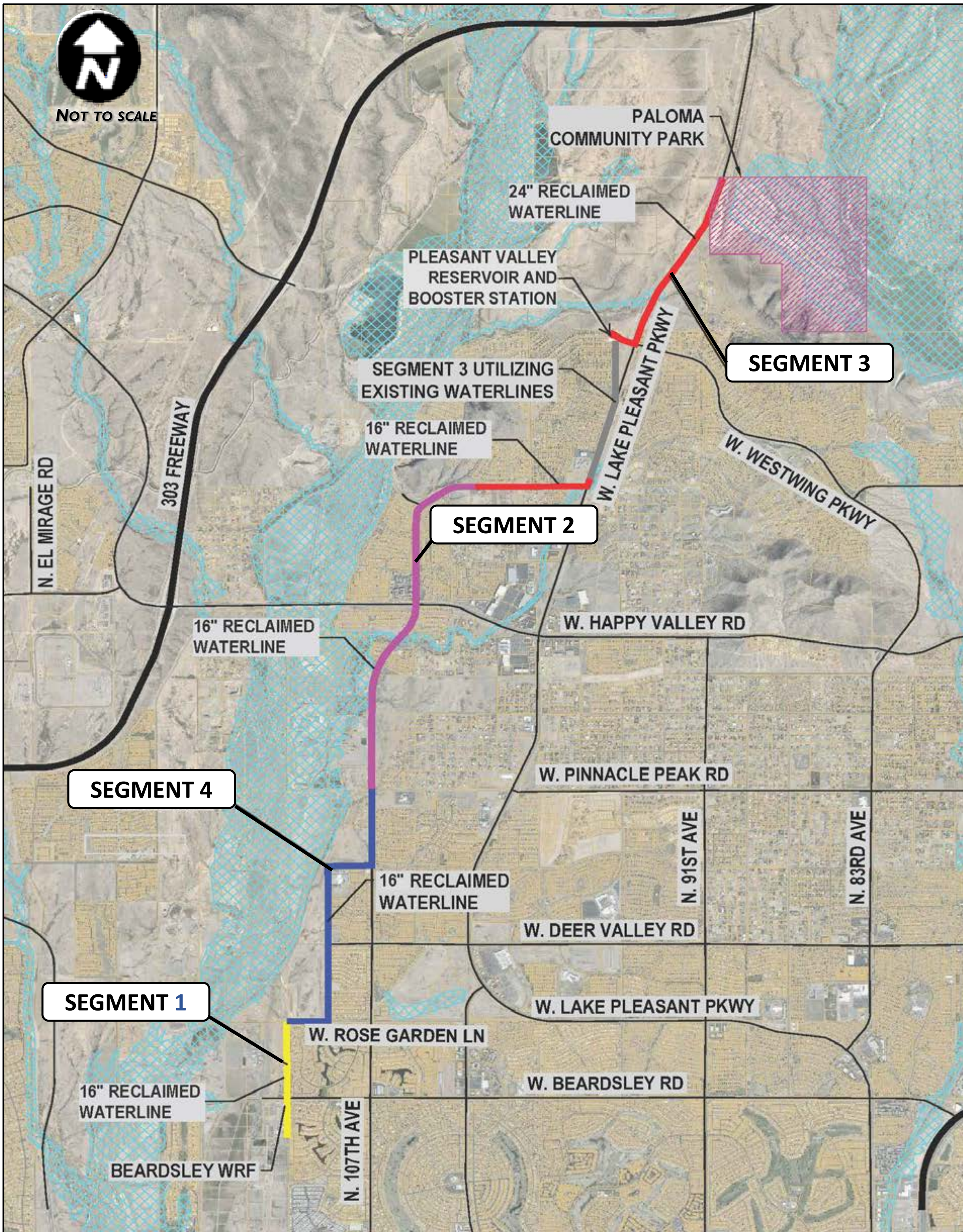
ATTACHMENTS:

Location Map

Contact Name and Number:
Adina C. Lund, P.E., (623) 773-7249

City of Peoria
Development & Engineering

UT00505
Reclaimed Water Master Plan Implementation
Location Map



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 19R.

Date Prepared: 9/28/2022 Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Kevin Burke, Chief Financial Officer

SUBJECT: Authorize the Sale and Issuance of General Obligation Bonds Series 2022

Purpose:

Discussion and possible adoption of **RES. 2022-110** authorizing all matters necessary to sell and issue General Obligation Bonds in the amount not to exceed $30,000,000 aggregate Principal Amount.

Summary:

The City is considering issuing approximately $30 million in General Obligation (GO) Bonds to fund construction of projects approved in the City's Capital Improvement Program. The projects anticipated to be financed with the proposed bonds are listed on the attached schedule and include streets, drainage, reclaimed water line and public facilities. Issuance of general obligation bonds for the projects listed were authorized by voters in the 2000 and 2005 elections.

It is anticipated that the new general obligation bonds will be sold via public offering, have a tax exempt interest rate of not to exceed 5.5%, callable after 10 years, and with a final maturity of 20 years. The bonds will be repaid with secondary property taxes.

Council is asked to consider and adopt a resolution authorizing all matters necessary for the sale and issuance of the general obligation bonds in an aggregate principal amount of not to exceed $30 million.

Required Legal Documents to be Considered and Approved by Council:

<u>Preliminary Official Statement</u>
Council is asked to pay particular attention to the attached Preliminary Official Statement in connection with the proposed financing transaction.

The Preliminary Official Statement (POS) is an important document that communicates information to potential purchasers of the new bonds. The POS describes the City, the financing plan (sources and uses of funds), current outstanding debt, the security and sources of payment for the new bonds, the risk factors associated with the new bonds, the bond ratings, and other information associated with the new bonds. The POS also provides pension funding, potential and threatened litigation and other critical information to potential investors. Council is asked to pay particular attention to the information in the POS to ensure the POS accurately reflects the state of the City.

Resolution Authorizing Sale and Issuance of Bonds
The attached Resolution authorizes the city to sell and issue general obligation bonds of up to $30 million aggregate principal amount. The resolution authorizes the Mayor, City Manager or Chief Financial Officer to act on behalf of the City, in determining the final terms of the bonds, the interest rate, allocation of bond proceeds and all other matters related to the sale and issuance of the bonds.

Previous Actions/Background:

The last General Obligation Bond issuance was approved by Mayor and Council on November 9, 2021. The projects to be funded were approved by Mayor and Council on May 3, 2022 in Resolution 22-47 adopting the FY2023-2032 Capital Improvement Program. At elections in 2000 and 2005 qualified electors approved the issuance of bonds to provide funds for these categories of capital projects to be financed.

Options:

A: Adopt the Resolution authorizing and approving the sale of General Obligation Bonds Series 2022, in an amount not to exceed $30,000,000 aggregate principal amount; approving the form and authorizing the execution and delivery of related, necessary documents; awarding a contract for the purchase of the bonds; delegating the determination of certain matters related to the foregoing; ratifying the distribution of a preliminary official statement relating to the bonds and approving a final official statement; authorizing the levying of an Ad Valorem property tax with respect to the bonds; and granting authority authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

B: Do not adopt the resolution authorizing and approving the sale of the General Obligation Bonds Series 2022 and directing staff to
identify other financing sources for the capital projects.

Staff Recommendation:

Staff recommends adoption of the resolution authorizing the sale of bonds.

Fiscal Analysis:

This bond issuance will raise approximately $30 million to finance capital projects over 20 years.

ATTACHMENTS:

Res 2022-110 GO 2022 Bond

Preliminary Project List
Preliminary Official Statement

Contact Name and Number:
Kevin Burke, 623.773.7395

RESOLUTION NO. 2022-110

RESOLUTION (1) PROVIDING FOR THE SALE AND ISSUANCE OF CITY OF PEORIA, ARIZONA GENERAL OBLIGATION BONDS, SERIES 2022 AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE BONDS; (3) DELEGATING AUTHORITY TO THE MAYOR, THE MANAGER AND THE CHIEF FINANCIAL OFFICER OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AND (4) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS RESOLUTION

WHEREAS, at a special bond election held in and for the City of Peoria, Arizona (the "City"), on September 12, 2000 (the "2000 Election"), there was submitted to the qualified electors thereof, among others, the following question:

QUESTION NO. 2

WASTEWATER (SEWER) BONDS

Shall the City of Peoria, Arizona be authorized to issue and sell bonds of the City in the principal amount of $65,000,000 to provide funds to design, construct and equip existing or new wastewater (sewer) treatment plants, whether inside or outside the City limits; design, construct and equip existing or new wastewater (sewer) reclamation plants; make improvements to the wastewater system of the City, including interceptor, collection lines and facilities, including but not limited to relief lines to allow transportation of wastewater to other plants used by the City; construct and equip buildings and facilities and any property of any kind, including joint facilities to be utilized with others, whether inside or outside the City limits; acquire land and interests in land or facilities or rights of way by purchase, condemnation or any other method; and pay all legal, financial, engineering, architectural and all other necessary costs in connection therewith; and at the option of the Council to enter into agreements with the Wastewater Financing Authority of the State of Arizona to finance improvements authorized by this question; such bonds to be issued at the option of the Council, as general obligation bonds or as tax secured revenue bonds payable from utility revenues and if such revenues prove insufficient, from the levy of an ad valorem tax against the assessed valuation of taxable property within the City or as utility revenue bonds payable from the revenues of the utility system of the City, the bonds to be issued in one or more series, maturing not more than 30 years following the date of issuance of each series and bearing interest at a rate or rates not higher than 12% per annum?

; and

WHEREAS, at a special bond election held in and for the City on May 17, 2005 (the "2005 Election" and, together with the 2000 Election, the "Elections"), there was submitted to the qualified electors thereof, among others, the following questions:

QUESTION 1

WATER TREATMENT, WATER SYSTEM, WASTEWATER AND DRAINAGE BONDS

Shall the City of Peoria, Arizona be authorized to issue and sell bonds of the City in the principal amount of $160,000,000 to provide funds to provide for expansion and to make improvements to the water production, treatment, distribution, transmission and storage system of the City, including treatment plants, pumping and storage facilities, reclamation and recharge facilities, transmission mains and facilities; constructing and equipping buildings and facilities and any property of any kind, including joint facilities to be utilized with others, whether inside or outside the City limits; acquiring water rights and/or land on which such rights are attached by purchase, lease, condemnation or any other method; acquiring land and interests in land or facilities or rights of way by purchase, condemnation or any other method, and to be authorized to issue and sell bonds of the City to provide funds to design, construct and equip existing or new wastewater (Sewer) and/or drainage/stormwater treatment plants, whether inside or outside the City limits; design, construct and equip existing or new wastewater (Sewer) reclamation plants; make improvements to the wastewater and/or drainage system of the City, including interceptor, collection lines and facilities, including but not limited to relief lines to allow transportation of wastewater to other plants used by the City; construct and equip buildings and facilities and any property of any kind, including joint facilities to be utilized with others, whether inside or outside the City limits; acquire land and interests in land or facilities or rights of way by purchase, condemnation or any other method and pay all legal, financial, engineering, architectural and all other necessary costs in connection therewith; and at the option of the Council to enter into agreements with the Water Infrastructure Financing Authority of the State of Arizona to finance improvements authorized by this question, such bonds to be issued at the option of the Council, as general obligation bonds or as tax secured revenue bonds payable from utility revenues and if such revenues prove insufficient, from the levy of an ad valorem tax against the assessed valuation of all taxable property within the City or as utility revenue bonds payable from the revenues of the utility system of the City, the bonds to be issued in one or more series, maturing not more than 30 years following the date of the issuance of each series and bearing interest at a rate or rates not higher than 12% per annum?

QUESTION 2

PUBLIC SAFETY AND MUNICIPAL OPERATIONS BONDS

Shall the City of Peoria, Arizona be authorized to issue and sell general obligation bonds of the City in the principal amount of $52,000,000 to provide funds to design construct, improve and equip fire stations; design, construct and improve police, fire, municipal facilities and to design, construct, improve and equip operational communications and information systems for municipal services; design, construct and equip dispatch and records management systems and to design, construct and equip one or more municipal maintenance and operations facilities; to acquire land or interests in land or rights of way for such purposes by purchase, condemnation or any other method, and pay all legal, financial, engineering, architectural and other necessary costs in connection therewith, such bonds to be issued in one or more series, maturing not more than 30 years following the date of issuance of each series and bearing interest at a rate or rates not higher than 12% per annum?

QUESTION 4

STREETS, BRIDGES, TRAFFIC CONTROL AND TRANSPORTATION BONDS

Shall the City of Peoria, Arizona be authorized to issue and sell bonds of the City in the principal amount of $109,000,000 to provide funds to construct streets; improve, construct, reconstruct and widen streets; design and construct bridges to replace unbridged crossings and to design and construct intermodal transportation facilities; install signage and traffic control devices and signals within the City or pursuant to intergovernmental agreements with the State and/or political subdivisions of this State; to make improvements to related water, sewer and storm sewer lines and facilities; install noise and sound abatement facilities to reduce traffic noise; acquire land, rights of ways, or interests in land for such purposes by purchase condemnation or any other method, and to pay all legal, financial, engineering, architectural and all other necessary costs in connection therewith, such bonds to be issued at the option of the Council, as general obligation bonds or as highway user fund revenue bonds payable solely from the revenues derived from taxes, fees, charges and other moneys collected by the State and returned to the City for street and highway purposes pursuant to law and to the extent such revenues have not been pledged for other indebtedness of the City; the bonds to be issued in one or more series, maturing not more than 30 years following the date of the issuance of each series and bearing interest at a rate or rates not higher than 12% per annum?

; and

WHEREAS, the returns of the Elections were duly canvassed by the Mayor and Council of the City (the "Council"), and certificates disclosing the purposes of the Elections, the total number of votes cast thereat, the total number of votes for and against the issuance of the bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the foregoing questions was ordered, have been filed and recorded in the office of the County Recorder of Maricopa County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the Elections voted "For the Bonds," in answer to the foregoing questions; and

WHEREAS, the Council has determined to sell and issue all or a portion of the authorized amount of such bonds (the "Bonds") as general obligation bonds for the purposes granted at the Elections; and

WHEREAS, PFM Financial Advisors LLC will serve as the City's financial advisor (the "Financial Advisor") with respect to the issuance of the Bonds; and

WHEREAS, the Council (i) may solicit sealed proposals for the purchase of the Bonds pursuant to a Notice Inviting Proposals For Purchase Of Bonds (the "Notice"), and (ii) may receive proposals from underwriting firms to serve in the capacity of the underwriter of the Bonds (the "Underwriter"), and the Council hereby authorizes the Authorized Representatives (as defined herein), with the advice of the Financial Advisor, to determine whether the Bonds will be sold pursuant to the Notice or sold by the Underwriter, in each case in accordance with the provisions of this Resolution; and

WHEREAS, all things required to be done preliminary to the authorization, sale and issuance of the Bonds have been duly done and performed in the manner required by law, and the Council is now empowered to proceed with the sale and issuance of the Bonds;

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

Section 1. Authorization and Terms.

(a) (1) The Bonds, to provide funds for the purposes set forth in the above-mentioned forms of ballot questions submitted to the qualified electors of the City at the Elections, are hereby authorized to be sold and issued as a series of bonds of the City to be designated "City of Peoria, Arizona General Obligation Bonds, Series 2022" in accordance with this Resolution and applicable law.

(2) The Bonds are authorized by the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and constitute (i) the ninth series of bonds of a total authorized amount of not to exceed $282,000,000 principal amount of bonds of the City approved by the qualified electors of the City at the 2000 Election, and (ii) the eighth series of bonds of a total authorized amount of not to exceed $356,000,000 principal amount of bonds of the City approved by the qualified electors of the City at the 2005 Election.

(3) The proceeds from the sale of the Bonds shall be credited against the total principal amount of bonds and the specific amount of bonds so authorized by the qualified electors of the City at the Elections and for each respective purpose and project as set forth in the applicable question on the official form of ballot and the proceeds of the Bonds shall be applied to each respective purpose and project as determined by the Authorized Representatives on behalf of the City.

(b) The Mayor and any member of the Council, the Manager, the Chief Financial Officer of the City or the designees of any of them (collectively, the "Authorized Representatives") are hereby authorized and directed to determine on behalf of the City and, if applicable, to include in the Notice: (1) the dated date and total principal amount of the Bonds (but not to exceed $30,000,000 in aggregate principal amount); (2) the amounts of the Bonds to be allocated to each of the purposes authorized by the Elections; (3) the final principal and maturity schedule of the Bonds (but none of the Bonds to mature later than July 15, 2042); (4) the provisions for redemption in advance of maturity of the Bonds; (5) whether the Bonds will be sold pursuant to the Notice or sold by the Underwriter, the entity to serve as Underwriter, if applicable, and the sales date, sales price and other sales terms of the Bonds (including for underwriter's compensation, original issue discount and original issue premium); and (6) the provision for credit enhancement, if any, for the Bonds; provided, however, that such determinations must result in a yield for federal income tax purposes with respect to the Bonds of not to exceed five percent (5%). The interest rates per annum each maturity of the Bonds are to bear and the dates for payment of such interest (the "interest payment dates") and the sales price at which the Bonds are to be sold shall be determined as prescribed (i) in the Notice if the Bonds are sold pursuant to the Notice, and (ii) in the hereinafter defined Purchase Agreement if the Bonds are sold by the Underwriter.

(c) (1) The Bonds shall be dated the date of their initial authentication and delivery and issued in the denomination of $5,000 of principal amount each or integral multiples thereof and only in fully registered form.

(2) The principal of and premium, if any, on the Bonds shall be payable at maturity or prior redemption upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent (as defined herein).

(3) Interest on the Bonds shall be payable by check, dated as of the interest payment date, mailed to the registered owners thereof and at the addresses appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the first (1st) day of the month for that interest payment date (the "regular record date"). Any such interest on a Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of Bonds not less than ten (10) days prior thereto.

(4) The principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America.

Section 2. Prior Redemption of the Bonds.

(a) Notice of redemption of any Bond shall be mailed by first class mail, postage prepaid, not more than forty-five (45) nor less than twenty (20) days prior to the date set for redemption to the registered owner of the Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any Bond for which notice was properly given. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent.

(b) On the date designated for redemption by notice given as herein provided, the Bonds or portions thereof to be redeemed shall become and be due and payable at the redemption price for such Bonds or such portions thereof on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Bond Registrar and Paying Agent, interest on such Bonds or such portions thereof shall cease to accrue, such Bonds or such portions thereof shall cease to be entitled to any benefit or security hereunder, the registered owners of such Bonds or such portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof and accrued interest thereon and such Bonds or such portions thereof shall be deemed paid and no longer outstanding.

(c) The City may redeem any amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, the registered owner shall submit the Bond for partial redemption and the Bond Registrar and Paying Agent shall make such partial payment and shall cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

Section 3. Security; Defeasance.

(a) After the Bonds are issued, the Council shall enter on its minutes a record of the Bonds sold and their numbers and dates. For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on the Bonds as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected. The tax shall be extended and collected for the City, and the officials of the City and Maricopa County, Arizona, charged with the annual extension and collection of taxes, without further instructions from the Council, shall extend and collect the tax upon issuance of the Bonds. All moneys collected through such tax shall be paid into the treasury of the City, to the credit of a "Debt Service Fund" of the City for the Bonds, from which fund the Bonds shall be payable, which tax moneys shall be held in subfunds to be known as the "Interest Fund" and the "Redemption Fund," which funds shall be kept separate and apart from and not commingled with any other funds or moneys and which shall be used solely for, respectively, payment of interest on and principal of, and premium, if any, on the Bonds.

(b) Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the City (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof or the City has submitted to the Bond Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 4. Use of Proceeds. Proceeds of the sale of the Bonds shall be deposited in the treasury of the City to the credit of the "General Obligation Bonds Series 2022 Construction Fund" in the amount determined as provided in Section 1(a)(3) hereof, to be used solely for the purposes specified in the aforementioned ballot questions submitted to the qualified electors of the City at the Elections; provided, however, that (i) such proceeds may be invested in the manner and under the circumstances allowed by law, and (ii) any moneys remaining after such purposes shall have been accomplished shall be transferred to the applicable "Interest Fund" and "Redemption Fund" in the same fashion as taxes.

Section 5. Form of Bonds.

(a) The Bonds (including the form of certificate of authentication and form of assignment therefor) shall be in substantially the form set forth in the Exhibit attached hereto. There may be such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the Bonds in such form. Execution thereof by such officers shall constitute conclusive evidence of such approval.

(b) The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of authentication and registration of each Bond.

(c) The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Council and approval of Greenberg Traurig, LLP, bond counsel to the City with respect to the issuance of the Bonds ("Bond Counsel").

Section 6. Execution and Delivery of Bonds.

(a) The Bonds shall be executed for and on behalf of the City by the Mayor of the City and attested by the Clerk of the City. Such signatures may be by mechanical reproduction; however, such officers shall manually sign a certificate adopting as and for such signatures on the Bonds the respective mechanically reproduced signatures affixed to the Bonds.

(b) If an officer whose signature is on a Bond no longer holds that office at the time such Bond is authenticated and registered, the Bond shall nevertheless be valid and binding so long as such Bond would otherwise be valid and binding.

(c) A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Bond Registrar and Paying Agent. The signature of the authorized representative of the Bond Registrar and Paying Agent shall be conclusive evidence that the Bond has been authenticated and issued pursuant to this Resolution.

Section 7. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the City shall cause to be executed and delivered a new Bond of like type, date, maturity date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond destroyed or lost, filing with the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such Bond was destroyed or lost, and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes.

Section 8. Acceptance of Proposals.

(a) Subject to the discretion delegated by Section 1(b) hereof, the Authorized Representatives are hereby authorized to prepare and finalize matters in the Notice including by making modifications, completions or changes of, or supplements to, the Notice and to determine how the Notice is to be disseminated, and the Bonds are hereby ordered to be offered for public sale by the City on the date and at the hour to be set forth in the Notice. The proposal of the purchaser of the Bonds pursuant to the Notice which results in the lowest true interest cost to the City with respect to the Bonds and, in all respects, complies with the terms of the Notice and this Resolution, shall be accepted. Such acceptance shall be evidenced by the award pursuant to the Notice.

(b) Subject to the discretion delegated by Section 1(b) hereof, the Authorized Representatives are hereby authorized to accept a proposal of the Underwriter for the purchase of the Bonds which satisfies the terms and conditions of this Resolution on behalf of the Council, and the Bonds are hereby ordered to be sold to the Underwriter in accordance with the terms of a Bond Purchase Agreement, to be dated the date of the sale of the Bonds (the "Purchase Agreement"), in form and substance reasonably satisfactory to the Authorized Representatives, the Financial Advisor and Bond Counsel. The Authorized Representatives are hereby authorized to execute and deliver the Purchase Agreement, for and on behalf of the Council, in a form satisfactory to the Authorized Representatives, the Financial Advisor and Bond Counsel, and such execution and delivery by the Authorized Representatives shall indicate the approval thereof on behalf of the Council by the Authorized Representatives.

(c) The Authorized Representatives are hereby requested to cause the Bonds to be delivered to the purchaser of the Bonds pursuant to the Notice upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale provided in the Notice. The Authorized Representatives are hereby requested to cause the Bonds to be delivered to the Underwriter upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale provided in the Purchase Agreement.

Section 9. Official Statement and Continuing Disclosure.

(a) (1) The preparation, distribution and use of the Preliminary Official Statement relating to the Bonds in substantially the form presented to the Council at the meeting at which this Resolution was adopted is in all respects hereby ratified, approved and confirmed, and the Authorized Representatives are hereby authorized to certify or otherwise represent that the Preliminary Official Statement, in original or revised form, is a "deemed final" official statement (except for permitted omissions) of the City as of particular date for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) The Authorized Representatives are authorized and directed to approve, on behalf of the Council, and to execute and deliver, a final Official Statement in substantially the form of the Preliminary Official Statement, modified to reflect matters related to the sale of the Bonds, for distribution and use in connection with the offering and sale of the Bonds. The execution and delivery of such final Official Statement by the Authorized Representatives shall be conclusively deemed to evidence the approval of the status, form and contents thereof by the Council.

(b) Subject to annual appropriation to cover the costs of compliance therewith, the City shall comply with and carry out all of the provisions of a Continuing Disclosure Undertaking, to be dated the date of issuance of the Bonds (the "Undertaking"), with respect to the Bonds which the Mayor or, in the absence thereof, Vice Mayor of the City is hereby authorized, for and on behalf of the Council, to execute, and the Clerk of the City is hereby authorized to attest and deliver, in substantially the form submitted to the Council at the meeting at which this Resolution was adopted, with such additions, deletions and modifications as shall be approved by the Mayor or, in the absence thereof, Vice Mayor of the City, and such execution and delivery shall constitute evidence of the approval of such officer of any departures from the form submitted to the Council at the time of adoption of this Resolution. Notwithstanding any other provision of this Resolution, failure of the City (if obligated pursuant to the Undertaking) to comply with the Undertaking shall not be considered an event of default; however, any Beneficial Owner (as defined herein) may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 10. Bond Registrar and Paying Agent.

(a) The Authorized Representatives are hereby authorized to appoint the initial authenticating agent, bond registrar, transfer agent and paying agent with respect to the Bonds (the "Bond Registrar and Paying Agent"), and a standard form contract therewith covering such services, with such additions, deletions and modifications as shall be approved by the Mayor or, in the absence thereof, Vice Mayor of the City, is hereby approved, and the Mayor or, in the absence thereof, Vice Mayor of the City is hereby authorized to execute, and the Clerk of the City is hereby authorized to attest and deliver, such contract. The Bond Registrar and Paying Agent shall maintain the books of the City for the registration of ownership of each Bond.

(b) A Bond may be transferred on the registration books upon delivery and surrender of the Bond to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond to be transferred or the attorney-in-fact or legal representative thereof, containing written instructions as to the details of the transfer of such Bond. No transfer of any Bond shall be effective until entered on the registration books.

(c) In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same type and of the authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Section.

(d) All costs and expenses of initial registration and payment of the Bonds shall be borne by the City, but the City and the Bond Registrar and Paying Agent shall charge the registered owner of such Bond for every subsequent transfer of a Bond including an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer and may require that such charge including for such transfer fee, tax or other governmental charge be paid before any such new Bond shall be delivered.

(e) The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

(f) The Bonds shall be subject to a Book-Entry System (as defined herein) of ownership and transfer, except as provided in subsection (3) of this subsection. The general provisions for effecting the Book-Entry System are as follows:

(1) The City hereby designates The Depository Trust Company, New York, New York, as the initial Depository (as defined herein) hereunder.

(2) Notwithstanding the provisions of this Section or of the Bonds to the contrary and so long as the Bonds are subject to a Book-Entry System, the Bonds shall initially be evidenced by one typewritten certificate for each maturity in an amount equal to the aggregate principal amount thereof. The Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The Bonds may not thereafter be transferred or exchanged on the registration books of the City maintained by the Bond Registrar and Paying Agent except:

(a) to any successor Depository designated pursuant to subsection (3) of this subsection;

(b) to any successor nominee designated by a Depository; or

(c) if the City shall elect to discontinue the Book-Entry System pursuant to subsection (3) of this subsection, the City shall cause the Bond Registrar and Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the Beneficial Owners (as defined herein) or their nominees, as certified by the Depository, at the expense of the City; thereafter the other applicable provisions of this Resolution regarding registration, transfer and exchange of the Bonds shall apply.

(3) The Bond Registrar and Paying Agent, pursuant to a request from the City for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the City. The Depository may determine not to continue to act as Depository for the Bonds upon thirty (30) days' written notice to the City and the Bond Registrar and Paying Agent. If the use of the Book-Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of the Beneficial Owners of their book entry interests in the Bonds by appropriate notice to the then Depository, the City and the Bond Registrar and Paying Agent shall permit withdrawal of the Bonds from the Depository and authenticate and deliver the Bond certificates in fully registered form and in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Bond certificates) of the City.

(4) So long as the Book-Entry System is used for the Bonds, the City and the Bond Registrar and Paying Agent shall give any notice of redemption or any other notices required to be given to registered owners of Bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the Bonds to be redeemed or of any other action premised on such notice. Neither the City nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any payment or give any notice to a Beneficial Owner in respect of the Bonds or any error or delay relating thereto.

(5) Notwithstanding any other provision of this Section or Section 2(b) hereof or of the Bonds to the contrary, so long as the Bonds are subject to a Book-Entry System, it shall not be necessary for the registered owner to present the applicable Bond for payment of mandatory redemption installments, if any. The mandatory redemption installments may be noted on books kept by the Bond Registrar and Paying Agent and the Depository for such purpose, and the Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(6) For purposes of this Section, "Beneficial Owners" shall mean actual purchasers of the Bonds whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository; "Book-Entry System" shall mean a

system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository hereunder for recording ownership of the Bonds by Beneficial Owners and transfers of ownership interests in the Bonds and "Depository" shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

Section 11. General Federal Tax Law Covenants.

(a) (1) As will be provided in greater detail in the Certificate Relating To Federal Tax Matters to be delivered upon the initial delivery of the Bonds (the "Tax Certificate"), the City shall not make or direct the making of any investment or other use of the proceeds of any Bonds which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended (the "Code"), or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and shall comply with the requirements of the Code sections and the regulations promulgated thereunder (the "Regulations") throughout the term of the Bonds. In consideration of the purchase and acceptance of the Bonds by such holders from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the Council covenants, and the appropriate officials of the City are hereby directed, to take all action required to maintain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(2) The City shall be the owner of the facilities financed with the proceeds of the sale of the Bonds (the "Facilities") for federal income tax purposes. Except as otherwise advised in a Bond Counsel's Opinion (as defined herein), the City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management or service contract complies with the requirements of the Code, the Regulations and any applicable interpretive guidance with respect thereto as may control at the time, or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities. Also, the payment of principal and interest with respect to the Bonds shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Bonds, or amounts treated as proceeds of the Bonds, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Bonds are being issued, (ii) may be so used in making investments of a bona fide debt service fund or (iii) may be invested in obligations issued by the United States Treasury.

(3) The procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds (initially Section 12 hereof) shall be complied with for so long as compliance is necessary in

order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(b) (1) The City shall take all necessary and desirable steps, as determined by the Council, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Bond Counsel's Opinion that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of the Code. In the event the City receives such a Bond Counsel's Opinion, this Resolution shall be amended to conform to the requirements set forth in such opinion.

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

(c) The City has adopted post-issuance tax compliance procedures, with which the City shall comply.

Section 12. Arbitrage Rebate Covenants.

(a) Terms not otherwise defined in Subsection (b) hereof shall have the meanings given to them in the Tax Certificate.

(b) The following terms shall have the following meanings:

"Bond Counsel's Opinion" shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"Bond Year" shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

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

"Gross Proceeds" shall mean:

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

(ii) transferred proceeds of the Bonds under Regulations Section 1.148-9;

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

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

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

"Issue Price" is as indicated in the Tax Certificate and shall be determined as provided in Regulations Section 1.148-1(b).

"Nonpurpose Investment" shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

"Payment" shall mean any payment within the meaning of Regulations Section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

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

"Receipt" shall mean any receipt within the meaning of Regulations Section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

"Regulations" shall mean Sections 1.148-1 through 1.148-11 and Section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(c) Within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

> (1) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and
>
> (2) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

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

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

> (1) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.
>
> (2) Except as provided in Subsection (f) or (g), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code Section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.
>
> (3) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

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

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

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

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

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

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

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

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

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

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

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

(8) The City retains until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (7) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(h) The employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code is hereby authorized.

Section 13. Resolution a Contract; Severability; Ratification of Actions.

(a) This Resolution shall constitute a contract between the City and the registered owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

(c) All actions of the officers, employees and agents of the City including the Council which conform to the purposes and intent of this Resolution and which further the sale and issuance of the Bonds as contemplated by this Resolution, including retention of consultants and counsel necessary to carry out the purposes of this Resolution, whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

(d) All acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

(e) All formal actions of the Council concerning and relating to the passage of this Resolution were taken in an open meeting of the Council, and all deliberations of the Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

PASSED, ADOPTED, and APPROVED this 11th day of October 2022.

....
Mayor, City of Peoria, Arizona

ATTEST:

....
Clerk, City of Peoria, Arizona

APPROVED AS TO FORM:

....
City Attorney, City of Peoria, Arizona

EXHIBIT

[FORM OF BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

REGISTERED NO.	REGISTERED $......................

UNITED STATES OF AMERICA
STATE OF ARIZONA

CITY OF PEORIA, ARIZONA
GENERAL OBLIGATION BOND, SERIES 2022

Interest Rate:	Maturity Date:	Dated:	CUSIP:
..................%	July 15, ...	...................., 2022	712838 .....

REGISTERED OWNER: CEDE & CO.*

PRINCIPAL AMOUNT: .... DOLLARS

THE CITY OF PEORIA, ARIZONA, a body politic and corporate, duly incorporated and existing pursuant to the laws of the State of Arizona (the "City"), for value received, hereby promises to pay to the aforesaid registered owner, or registered assigns, the aforesaid principal amount on the aforesaid maturity date unless earlier redeemed and then on the applicable redemption date, and to pay interest on the principal amount from the date this Bond is dated as of, at the aforesaid interest rate (computed on the basis of a 360-day year of twelve 30-day months) on each January 15 and July 15 (each an "interest payment date"), commencing ...., ..., to its maturity or its redemption prior to maturity. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated corporate trust office of ...., as the "Bond Registrar and Paying Agent." Interest on this Bond is payable by check, dated as of the interest payment

* Insert only while The Depository Trust Company, New York, New York, is the Securities Depository.

date, mailed to the registered owner hereof and at the address appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the 1st day of the month for that interest payment date (the "regular record date"). Any such interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owner of this Bond not less than 10 days prior thereto.

The principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

This Bond is one of a series of bonds (the "Bonds") indicated above in the aggregate principal amount of $..........,000 of like tenor except as to amount, maturity date, rate of interest and number. The Bonds represent the ninth installment of an aggregate voted amount of $282,000,000 principal amount approved at a special bond election duly called and held in and for the City on September 12, 2000 (the "2000 Election"), and the eighth installment of an aggregate voted amount of $356,000,000 principal amount approved at a special bond election duly called and held in and for the City on May 17, 2005 (the "2005 Election"), for the purposes provided in the Question numbered 2 at the 2000 Election and the Questions numbered 1, 2 and 4 at the 2005 Election. The Bonds are being issued by the City pursuant to a resolution of the Mayor and Council of the City, duly adopted prior to the issuance hereof, all of the terms of which are hereby incorporated herein (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the sale and issuance of general obligation bonds of municipalities, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of this Bond, there shall be levied on all taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on this Bond as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected.

The Bonds maturing before and on July 15, ..., are not subject to redemption prior to maturity. The Bonds maturing on and after July 15, ..., are subject to redemption prior to maturity, in whole or in part, on July 15, ..., or any date thereafter, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption plus a premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

Redemption Dates	Premium
July 15, ..., and January 15, ...	....%
July 15, ..., and January 15, ...	....
July 15, ..., and thereafter	0.0

The Bonds maturing on July 15, ..., shall be redeemed prior to maturity on July 15, in the years and amounts set forth below, by payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

Year	Amount
	$

A remaining principal amount of $.....,000 of Bonds maturing on July 15, ..., shall mature on July 15, ...

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 15, ..., the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 15, ..., outstanding a principal amount of the Bonds maturing on July 15, ..., equal to the aggregate principal amount of the Bonds maturing on July 15, ..., to be redeemed and shall redeem such Bonds maturing on July 15, ..., on the next July 15 and give notice of such redemption.

Notice of redemption of any such Bond will be mailed not more than forty-five (45) nor less than twenty (20) days prior to the date set for redemption to the registered owner of such Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any such Bond for which notice was properly given.

The Bond Registrar and Paying Agent shall maintain the registration books of the City for the registration of ownership of each Bond as provided in the Resolution. (The Bond Registrar and Paying Agent may be changed without notice or consent.)

This Bond may be transferred on the registration books upon delivery and surrender hereof to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of this Bond, the Bond Registrar and Paying Agent shall transfer the ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The City and the Bond Registrar and Paying Agent shall charge the owner of such Bond for every transfer of a Bond, including an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer and may require that such charge, including such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

Pursuant to the Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Resolution or payable from ad valorem taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law, (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the City, does not exceed any applicable constitutional or statutory limitation, and (iii) that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon taxable property within the City, over and above all other taxes authorized or limited by law, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, THE CITY OF PEORIA, ARIZONA, has caused this Bond to be executed in the name of the City by the facsimile signature of the Mayor of the City and such signature of the Mayor of the City to be attested by the facsimile signature of the Clerk of the City.

CITY OF PEORIA, ARIZONA

By .... (Facsimile) ....
Mayor

ATTEST:

By .... (Facsimile) ....
Clerk

APPROVED AS TO FORM:

By .... (Facsimile) ....
City Attorney

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the City of Peoria, Arizona General Obligation Bonds, Series 2022.

Date of Authentication: ....

....,
as Bond Registrar and Paying Agent

By...
Authorized Representative

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto .... the within Bond and irrevocably constitutes and appoints .... attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ....
Signature

Signature Guaranteed:

....
[Insert proper legend] Signature

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - .... Custodian ....
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act ....
(State)

Additional abbreviations may also be used though not included in the above list

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2022-110 was duly passed and adopted by the Mayor and the Council of the City of Peoria, Arizona, at a regular meeting held on the 11th day of October 2022, and the vote was .... ayes and .... nays and that the Mayor and .... Councilmembers were present thereat.

....
Clerk, City of Peoria, Arizona

Preliminary Project List for Series 2022 General Obligation Bonds

Project #	Project Name	Category	Bond Election	Amount
PW00150	City Hall Roof Replacement	Operational Facilities	May, 2005 Question 2	$1,814,422
PW13000	Pavement Management Program - Rehabilitation	Transportation	May, 2005 Question 4	6,868,000
UT00505	Reclaimed Water Master Plan Implementation	Water & Drainage	September, 2000 Question 2	8,500,000
EN00651	67th Avenue & Pinnacle Pk Regional Drainage Improvements	Water & Drainage	May 2005, Question 1	8,000,000
				25,182,422

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER __, 2022

This Preliminary Official Statement and the information contained herein are subject to change without notice and to completion or amendment in a Final Official Statement. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under other securities laws of any such jurisdiction.

NEW ISSUE – BOOK-ENTRY-ONLY **RATING: Moody's: "Aaa"**

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Bonds (i) is excludable from gross income for federal income tax purposes and (ii) is exempt from income taxation under the laws of the State of Arizona. Further, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income for tax years beginning after 2022. See "TAX EXEMPTION" herein for a description of certain other federal tax consequences of ownership of the Bonds.

$____,000*
CITY OF PEORIA, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

Dated: Date of Initial Delivery **Due: July 15, as shown on the inside front cover page**

The General Obligation Bonds, Series 2022 (the "Bonds") of the City of Peoria, Arizona (the "City"), will be available through the book-entry system of The Depository Trust Company ("DTC") only through DTC participants in amounts of $5,000 of principal due on a specific maturity date or integral multiples thereof. Purchasers will not receive certificates representing their beneficial interests in the Bonds. Utilization of the book-entry-only system will affect the method and timing of payment and the method of transfer of beneficial interest in the Bonds. The City will make all payments of principal and interest to DTC or its nominee, when due. DTC will be responsible for distributing the principal and interest payments to its direct and indirect participants who will, in turn, be responsible for distribution to the purchasers of beneficial interests in the Bonds (the "Beneficial Owners"). All references herein to owners of the Bonds (except those under the heading "TAX EXEMPTION") will refer to DTC and not the Beneficial Owners. See Appendix F – "Book-Entry-Only System."

The Bonds will mature on the dates and in the amounts and will bear interest at the rates set forth on the inside front cover page. Interest on the Bonds will accrue from the dated date of the Bonds and will be paid to the owners of the Bonds semiannually on January 15 and July 15 of each year, commencing January 15, 2023.

The Bonds will be subject to redemption prior to maturity as described herein. See "THE BONDS – Redemption Provisions" herein.

The Bonds are being issued to (i) finance the costs of the Projects (as defined herein), and (ii) pay costs relating to the issuance of the Bonds.

MATURITY SCHEDULE ON INSIDE FRONT COVER PAGE

The Bonds will be payable as to principal and interest from a continuing, direct, annual, *ad valorem* tax levied against all of the taxable property located within the boundaries of the City as more fully described herein. The Bonds will be payable from such tax without limit as to rate or amount. See "THE BONDS - Security and Source of Payment" herein.

Electronic bids for the purchase of the Bonds will be received by the City until 8:00 a.m., Pacific Daylight Time, on October __, 2022, unless postponed as set forth in the Notice Inviting Bids for the Purchase of Bonds (the "Notice"). Please refer to the Notice beginning on page (v) herein for additional information concerning bidding parameters and requirements for the purchase of the Bonds (including good faith deposit requirements).

This cover page contains only a brief description of the Bonds and the security therefor. It is not a summary of all material information with respect to the Bonds. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

The Bonds will be offered when, as and if issued, subject to the approving opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Bond Counsel, as to validity and tax exemption and the approval of certain matters by Greenberg Traurig, LLP, Phoenix, Arizona, as disclosure counsel. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about November __, 2022.

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* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

$____,000*
CITY OF PEORIA, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

MATURITY SCHEDULE*

Maturity Date (July 15)	Principal Amount	Interest Rate	Yield	CUSIP®(a) No.
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2022 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Financial Advisor, Bond Counsel or their agents or counsel assumes responsibility for the accuracy of such numbers.

* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

CITY OF PEORIA, ARIZONA
Incorporated in 1954

CITY COUNCIL

Cathy Carlat
Mayor

Bill Patena, *Vice Mayor*

Vicki Hunt, *Mayor Pro Tem*

Denette Dunn, *Councilmember*

Jon Edwards, *Councilmember*

Michael Finn, *Councilmember*

Brad Shafer, *Councilmember*

ADMINISTRATIVE OFFICIALS

Jeff Tyne
City Manager

Katie Gregory
Deputy City Manager

Erik Strunk
Deputy City Manager

Andy Granger
Deputy City Manager

Kevin Burke
Chief Financial Officer

Vanessa Hickman
City Attorney

Lori Dyckman
City Clerk

BOND COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Chandler, Arizona

BOND REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City of Peoria, Arizona (the "City") to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor will there be any sale of the City's General Obligation Bonds, Series 2022 (the "Bonds") by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement, which includes the cover page, inside front cover page and appendices hereto, has been obtained from the City and other sources that are considered to be accurate and reliable and customarily relied upon in the preparation of similar official statements, but information other than that obtained from official records of the City has not been independently confirmed or verified by the City or PFM Financial Advisors LLC (the "Financial Advisor"), is not guaranteed as to accuracy or completeness, and is not to be construed as the promise or guarantee of the City or the Financial Advisor.

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the City has been identified by source and has not been independently confirmed or verified by the City or the Financial Advisor and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon the exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, pertaining to the issuance and sale of municipal securities, and will not be qualified under the Securities Act of Arizona in reliance upon various exemptions contained in such Act. Neither the Securities and Exchange Commission ("SEC") nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of the Official Statement or approved the Bonds for sale.

The information in Appendix F – "Book-Entry-Only System" has been furnished by The Depository Trust Company and no representation is made by the City or any of their respective counsel or agents, as to the accuracy or completeness of such information.

The City will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in Appendix D – "Form of Continuing Disclosure Undertaking," all pursuant to Rule 15c2-12 of the SEC.

References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the SEC.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

TABLE OF CONTENTS

$____,000*
CITY OF PEORIA, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

NOTICE INVITING BIDS FOR THE PURCHASE OF BONDS
(Electronic Bidding Only)

NOTICE IS HEREBY GIVEN that unconditional bids will be received to and including the hour of 8:00 a.m., Pacific Daylight Time, on October __, 2022, by the Mayor and Council of the City of Peoria, Arizona (the "City") for the purchase of all, but not less than all, of the captioned Bonds of the City in the principal amount of $____,000*, to be designated "City of Peoria, Arizona General Obligation Bonds, Series 2022" (the "Bonds") as electronic bids using the facilities of PARITY® ("PARITY"). For purposes of the bids received through the electronic bid process, the time as maintained by PARITY shall constitute the official time.

The City reserves the right to cancel or reschedule the sale of the Bonds or alter the terms thereof upon notice given through PARITY at www.ipreo.com at any time prior to the time bids are to be received. If no legal bid or bids are received for the Bonds on said date (or such later date as is established as provided herein) at the time specified, bids will be received for the Bonds on such other date and at such other time as shall be designated through PARITY as soon as practicable. As an accommodation to the bidders, telephonic, telecopied or emailed notice of the postponement of the sale date or dates or of a change in the principal payment schedule will be given to any bidder who has requested such notice of the City's Financial Advisor, PFM Financial Advisors LLC (the "Financial Advisor"), Darren Hodge (email: hodged@pfm.com; telephone: (480) 318-1284). Failure of any bidder to receive such telephonic, telecopied or emailed notice shall not affect the legality of the sale.

Any prospective purchaser that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. The normal fee for the use of PARITY may be obtained from PARITY, and such fee will be the responsibility of those submitting bids. All bids must be submitted on the official bid form that resides on the PARITY system (the "Official Bid Form"), without alteration or interlineation. All electronic bids must be submitted by 8:00 a.m., Pacific Daylight Time, on October __, 2022. Subscription to i-Deal's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. Representatives of the City will not confirm any subscription nor be responsible for the failure of any prospective purchaser to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Bids for the Purchase of Bonds (this "Notice") and shall be binding upon the bidder as if made by a signed, sealed proposal delivered to the City. Neither the City nor the Financial Advisor shall be responsible for any malfunction or mistake made by, or as a result of, the use of the facilities of PARITY, the use of such facilities being the sole risk of the bidder.

If any provisions of this Notice shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice shall control. All electronic bids will be deemed to incorporate the provisions of this Notice and the Official Bid Form. Further information about PARITY, including any fee charged, may be obtained from IPREO at 1359 Broadway, 2nd Floor, New York, New York 10018, Attention: Customer Support (212) 849-5021 and from the following website: www.newissuehome.i-deal.com.

For information purposes only, bidders are requested to state in their electronic bid the "true interest cost" as described under "AWARD AND DELIVERY" herein.

BONDS IN GENERAL

The Bonds will be dated the date of initial delivery. Interest on the Bonds will be payable semiannually on January 15 and July 15 of each year, commencing January 15, 2023. The Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds through its book-entry system. Purchases of beneficial ownership interests in the Bonds will be made in book-entry form in amounts of $5,000 of principal due on a specific maturity date, or any integral multiple thereof. Purchasers will not receive certificates representing their beneficial interests in the Bonds. The principal of and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association, as the Bond Registrar and Paying Agent for the Bonds (the "Bond Registrar and Paying Agent"), to Cede & Co., as long as Cede & Co. is the registered owner of the Bonds. Disbursement of such payments to the DTC Participants is the responsibility of DTC, and disbursement of such

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* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" herein.

payments to the purchasers of beneficial ownership interests in the Bonds is the responsibility of DTC Participants and Indirect Participants, as more fully described in the preliminary official statement relating to the Bonds (the "Preliminary Official Statement").

Except as otherwise provided under "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" and "REDEMPTION PROVISIONS – Mandatory Redemption," the Bonds will mature (or be subject to mandatory redemption) on July 15 in each of the years and in the amounts as follows (the "Maturity Schedule"):

Maturity Date (July 15)*	Principal Amount*
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	

As described below under the heading "REDEMPTION PROVISIONS – Mandatory Redemption," bidders may specify that the principal amount of Bonds scheduled to mature on or after July 15, 20__, shall be combined into one or more term Bonds. Serial maturities converted to term Bonds, as specified, must bear the same rate of interest.

MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT

The preliminary aggregate principal amount of the Bonds and the preliminary principal amount of each annual principal payment for the Bonds as set forth in this Notice (collectively, the "Preliminary Amounts") may be revised before the receipt of electronic bids for their purchase (such revised amounts referred to collectively as the "Revised Amounts"). ANY SUCH REVISIONS WILL BE PUBLISHED ON PARITY NOT LATER THAN 5:00 P.M., PACIFIC DAYLIGHT TIME, ON THE LAST BUSINESS DAY PRIOR TO THE DATE OF SALE. In the event that no such revisions are made, the Preliminary Amounts will constitute the Revised Amounts. Bidders shall submit bids based on the Revised Amounts, and the Revised Amounts will be used to compare bids and select the winning bidder.

The City reserves the right to change the maturity schedule set forth in this Notice after determination of the winning bidder, by adjusting one or more principal payments of the Bonds in increments of $5,000.

As promptly as reasonably possible after the bids are received, the City will notify the winning bidder, if and when award is made, and such entity, upon such notice, shall advise the City of the initial reoffering prices to the public of each maturity of the Bonds (the "Initial Reoffering Prices"). The Initial Reoffering Prices, among other things, will be used by the

* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" herein.

City to calculate the final principal amount of each annual principal payment for the Bonds (collectively, the "Final Amounts") to accommodate the objectives of the City. The Final Aggregate Principal Amount will not be reduced or increased by more than fifteen percent (15%) from the Revised Aggregate Principal Amount. THE WINNING BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES PROPOSED OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE REVISED AMOUNTS. The dollar amount bid by such entity will be adjusted to reflect changes in the dollar amount of the underwriter's discount and the original issue discount/premium, if any, but will not change the compensation per $1,000 of aggregate par amount of Bonds from the compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Prices. The Final Amounts will be communicated to such entity as soon as possible, but not later than 3:00 p.m. Pacific Daylight Time, on the date of the sale.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds maturing before and on July 15, 2032, will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on and after July 15, 2033, will be subject to optional redemption prior to their stated maturity dates, at the direction of the City, in whole or in part in denominations of $5,000 or integral multiples thereof from maturities selected by the City, on July 15, 2032, and on any date thereafter, at a redemption price equal to the principal amount of Bonds being redeemed plus accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption. A bidder may specify that the principal amount of Bonds scheduled to mature on or after July 15, 20__, shall be combined into one or more term Bonds maturing in the years as specified, which are subject to mandatory redemption, by lot, selected by the Bond Registrar and Paying Agent annually until payment at maturity in the principal amounts shown in the maturity schedule above at par and accrued interest to the date fixed for redemption, without premium. If so specified, then serial maturities converted into a single term Bond must bear the same rate of interest.

Notice of Redemption. Not more than 45, nor less than 20, days before any redemption date, the Bond Registrar and Paying Agent will cause a notice of any such redemption to be provided to DTC as further described in the Preliminary Official Statement. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent.

AUTHORIZATION AND USE OF FUNDS

The Bonds are being issued by the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and a resolution adopted by the Mayor and Council of the City on October 11, 2022 (the "Resolution"). The Bonds will constitute a portion of the bonds authorized by the voters at special bond elections held in the City on September 12, 2000, and May 17, 2005, and will be issued for the following purposes and to pay costs of issuance of the Bonds:

i. Public Safety, Technology and Municipal Operations;
ii. Streets, Bridges, Traffic Control and Transportation; and
iii. Reclaimed Water and Drainage.

SECURITY AND SOURCE OF PAYMENT

The Bonds will be payable as to principal and interest from a continuing, direct, annual, *ad valorem* tax to be levied against all of the taxable property within the boundaries of the City. The Bonds will be payable from such tax without limit as to rate or amount. Such tax is to be levied, assessed and collected as other taxes of the City, in an amount sufficient to pay the interest on all the Bonds then outstanding and installments of the principal of the Bonds becoming due and payable in the ensuing year.

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* taxes on taxable property in the City and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

BID DETAILS AND PARAMETERS

Form of Bids. Bids for the Bonds must be unconditional, and for not less than the entire offering of the Bonds. By submitting a bid, each bidder agrees to all of the terms and conditions of this Notice (including any amendments issued by the

City through PARITY and i-Deal Prospectus). Bids must be submitted electronically PARITY. Bids may not be withdrawn or revised after the time that bids are due.

Interest Rates Bid. Interest on the Bonds is payable commencing on January 15, 2023, and thereafter on July 15 and January 15 of each year. Interest is calculated on the basis of a 30-day month and 360-day year from the date of the Bonds. Bids may specify any number of interest rates in multiples of one-eighth of one percent (1/8 of 1 percent) or one-twentieth of one percent (1/20 of 1 percent). All Bonds of the same maturity must bear interest at the same rate and no Bond shall bear interest at more than one rate. No rate of interest may exceed 5.5%.

Premium and Discount. No bid will be considered for a price that is less than 100 percent or more than 125 percent of the aggregate par value of the Bonds.

ESTABLISHMENT OF ISSUE PRICE*

(a) The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on the date of issuance of the Bonds (the "Closing Date") an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached as the Exhibit to this Notice, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, the Financial Advisor, and Greenberg Traurig, LLP ("Bond Counsel").

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

(1) the City shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer in conformance with this Notice to purchase the Bonds at a price that produces the lowest true interest cost to the City, as set forth in this Notice under the heading "AWARD AND DELIVERY."

Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will <u>not</u> be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. <u>Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds</u>.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which

* Note: 10% test or hold-the-offering-price rule may apply if competitive sale requirements are not satisfied.

the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

(f) The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(g) By submitting a bid, each bidder confirms that:

(1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires,

(B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(2) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice. Further, for purposes of this Notice:

(1) "public" means any person other than an underwriter or a related party,

(2) "underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) at least 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

RIGHT OF REJECTION

The Mayor and Council of the City or their designees reserve the right to reject any and all bids and to waive any irregularity or informality in any bid, except that the time for receiving bids shall be of the essence.

AWARD AND DELIVERY

Unless all bids are rejected or the receipt of bids is continued, the award of the Bonds will be made not later than 11:59 p.m., Pacific Daylight Time, on October __, 2022. The Bonds will be sold to the bidder submitting a bid in conformance with this Notice that produces the lowest true interest cost to the City, based on the bid price, the interest rates specified in the bid and the principal amounts identified in this Notice. The true interest cost will be the rate necessary, on a 30/360 basis and semiannual compounding, to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid. The true interest cost calculations will be performed by the Financial Advisor, and the City will base its determination of the best bid solely on such calculations. (See "BID DETAILS AND PARAMETERS.") Delivery of the Bonds will be made to the purchaser through the facilities of DTC upon payment in federal or immediately available funds, at the offices of Bond Counsel, or, at the purchaser's request and expense, at any other place mutually agreeable to both the City and the purchaser. The closing of the sale of the Bonds will be on or about November __, 2022, or on such other date as is mutually agreed upon.

CANCELLATION

Pursuant to Arizona law, if within three years from the award of the contract for the purchase of the Bonds any person who was significantly involved in initiating, negotiating, securing, drafting or creating a contract for the purchase of the

Bonds on behalf of the City becomes an employee or agent of the winning bidder in any capacity or a consultant to the winning bidder with respect to the contract for the purchase of the Bonds, the City may cancel the award of the contract without penalty or further obligation by the City and refuse to deliver the Bonds to the winning bidder. In addition to such cancellation, if such person becomes an employee or agent of such entity with respect to the contract for the purchase of the Bonds, the City may recoup any fees or commissions paid or due to the winning bidder with respect to the award to the winning bidder and the actual sale of the Bonds.

GOOD FAITH DEPOSIT

The winning bidder for the Bonds shall deliver a good faith deposit in the amount of $_________ to the City, as instructed by the City. The good faith deposit must be paid by federal funds wire transfer delivered no later than four hours following the winning bidder's receipt of the verbal award. Wiring instructions will be provided to the winning bidder at the time of the verbal award. If not so received, the bid of the lowest bidder will be rejected and the City may direct the second lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to the same. The good faith deposit will be retained by the City as security for the performance of the winning bidder and shall be applied to the purchase price of the Bonds upon delivery of the Bonds to the winning bidder. Pending delivery of the Bonds, the good faith deposit may be invested for the sole benefit of the City. If the Bonds are ready for delivery and the winning bidder fails or neglects to complete the purchase within 30 days following acceptance of its bid, the good faith deposit shall be retained by the City as reasonable liquidated damages, and not as a penalty.

Such retention will constitute a full release and discharge of all claims by the City against the winning bidder and, in that event, the City may call for additional bids. The City's actual damages may be higher or lower than the amount of such good faith deposit. Such amount constitutes a good faith estimate of the City's actual damages. Each bidder waives the right to claim that actual damages arising from such default are less than such amount.

LEGAL OPINION

The Bonds are sold with the understanding that the City will furnish the purchaser with the approving opinion of Bond Counsel. Bond Counsel has been retained by the City to render its opinion only upon the legality of the Bonds under Arizona law and on the exemption of the interest income on such Bonds from federal and State of Arizona income taxes, the delivery of said opinion being a condition precedent to the delivery of the Bonds and the purchase thereof. (See "TAX EXEMPTION.") The fees of Bond Counsel will be paid from proceeds of the sale of the Bonds. Except to the extent necessary to issue its approving opinion as to validity of the Bonds, Bond Counsel has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the Bonds, the bidder agrees to the representation of the City by Bond Counsel. Certain legal matters will be passed upon for the City by Greenberg Traurig, LLP, as disclosure counsel. See "LEGAL MATTERS" in the Preliminary Official Statement and Appendix C – "Form of Opinion of Bond Counsel" to the Preliminary Official Statement.

TAX EXEMPTION

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet with respect to the Bonds after the issuance thereof in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure by the City to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The City has covenanted to take the actions required by the Code in order to maintain the exclusion from federal gross income of interest on the Bonds.

In the opinion of Bond Counsel to be rendered with respect to the Bonds on the date of issuance of the Bonds, assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, interest on the Bonds will be excluded from gross income for federal income tax purposes. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds will not be excluded from the determination of adjusted financial statement income for tax years beginning after 2022. Bond Counsel is further of the opinion upon the date of issuance of the Bonds that the interest on the Bonds will be exempt from income taxation under the laws of the State of Arizona.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds or, in the case of a financial institution, that portion of an owner's interest expense allocable to interest on a Bond; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Bonds; (iii) the inclusion of interest on the Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on the Bonds in passive investment income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion in gross income of interest of the Bonds by recipients of certain Social Security and Railroad Retirement benefits.

See “TAX EXEMPTION” in the Preliminary Official Statement.

CERTIFICATES TO BE DELIVERED

In connection with the initial issuance of the Bonds, representatives of the City will deliver a certificate certifying that no litigation is pending affecting the sale and issuance of the Bonds, an arbitrage certificate covering expectations concerning the use of proceeds from the sale of the Bonds and related matters and a certificate regarding the accuracy of the hereinafter described final official statement for the Bonds.

CUSIP IDENTIFICATION NUMBERS

It is anticipated that CUSIP identification numbers will be printed on the Bonds; however, neither the failure to print CUSIP numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. The Financial Advisor will obtain CUSIP numbers. The charge of the CUSIP Service Bureau shall be paid by the City.

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL; DELIVERY OF OFFICIAL STATEMENT

The City deems the Preliminary Official Statement to be final as of its date, except for the omission of the offering prices or yields, the interest rates and any other terms or provisions required by the City to be specified in bids for the Bonds, and other terms of the Bonds depending on such matters. The winning bidder shall supply the Chief Financial Officer of the City, within 24 hours after the award of the Bonds, all necessary pricing information and any underwriter identification necessary to complete the final official statement to be used in connection with the sale of the Bonds.

Promptly after receiving such information, the City will prepare such final official statement in substantially the same form as the Preliminary Official Statement, subject to any amendments which the City believes should be made in such final official statement.

The City will provide the winning bidder with such final official statements within seven (7) business days of the award of the Bonds. Such final official statements may be obtained, without cost to the winning bidder, in an amount not greater than seventy-five (75) copies from the City. Additional copies of such final official statement may be obtained from the City at the expense of the winning bidder.

CONTINUING DISCLOSURE

The City, as the “obligated person” with respect to the Bonds, will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2023 (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events (the “Notices of Listed Events”). The Annual Reports and the Notices of Listed Events will be filed by the City through the Electronic Municipal Market Access System. These covenants will be made in order to assist the purchaser in complying with the Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”), and the form of the undertaking necessary pursuant to the Rule is included as Appendix D – “Form of Continuing Disclosure Undertaking” to the Preliminary Official Statement. *Pursuant to Arizona Law, the ability of the City to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* A failure by the City to comply with these covenants, including due to failure to appropriate for such purposes, must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. See “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

The City (i) failed to properly associate one continuing disclosure filing with certain CUSIPs for two series of the City's outstanding indebtedness, (ii) failed to file a portion of certain operating data during the previous five years, and (iii) failed to timely file notice of the incurrence of a material financial obligation, in each case as required by the terms of its existing continuing disclosure undertakings. Remedial filings addressing the foregoing were filed in 2021.

FURTHER INFORMATION

Further information, including copies of the Bond Resolution and the Preliminary Official Statement, may be obtained from the City of Peoria, Chief Financial Officer at (623) 773-5206, or from PFM Financial Advisors, LLC, Financial Advisor to the City: Darren Hodge (by telephone (480) 318-1284 or by email: hodged@pfm.com).

DATED: October __, 2022

/s/ Kevin Burke
Kevin Burke, Chief Financial Officer
City of Peoria, Arizona

EXHIBIT TO NOTICE

ISSUE PRICE CERTIFICATE

$____,000*
CITY OF PEORIA, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ["([SHORT NAME OF UNDERWRITER]")] [(the "Representative")] [, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group")] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

[Alternative 1-Competitive Sale Rule applies]

1. [***Reasonably Expected Initial Offering Price***.]

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.]

[Alternatives 2-4 are available choices if Alternative 1 does not apply] [Note that Alternative 3 [where two rules apply] involves portions of Sections 1, 2(a) and 2(b) and Alternative 4 involves portions of 2(a) and 2(b)]

[1. ***Sale of the Bonds***. **[Alternative 2 – All Maturities Use General Rule:** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]**[Alternative 3 – Select Maturities Use General Rule: *Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.**]**

2. **[*Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities]*]**.

(a) **[Alternative 4 – All Maturities Use Hold-the-Offering-Price Rule:** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.**] [Alternative 3 – Select Maturities Use Hold-the-Offering-Price Rule:** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold- the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.**]**

(b) **[Alternative 4 – All Maturities use Hold-the-Offering-Price Rule:** As set forth in the Notice Inviting Bids for the Purchase of Bonds and bid award, [SHORT NAME OF UNDERWRITER][the members of the

* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT."

Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.**] [Alternative 3 - Select Maturities Use Hold-the-Offering-Price Rule:** As set forth in the Notice Inviting Bids for the Purchase of Bonds and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.**]**

[2.][3.] ***Total Issue Price***. The total of the issue prices of all the Maturities is $...................

[2.][4.] ***Defined Terms***.

[(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."**]**

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."**]**

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the- Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering- Price Maturity.]

(a) *Issuer* means the City of Peoria, Arizona.

(b) *Maturity* means the Bonds with the same credit and payment terms. The Bonds with different maturity dates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of the Bonds generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) The *Sale Date* of the Bonds is October __, 2022.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER/REPRESENTATIVE]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury

Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate Relating To Federal Tax Matters of the Issuer and with respect to compliance with the federal income tax rules affecting the Bonds, and by Greenberg Traurig, LLP, as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER/REPRESENTATIVE]

By:..
Authorized Representative

Dated: ...., 2022

SCHEDULE A
[EXPECTED OFFERING PRICES] [SALE PRICES]
(ATTACHED)

SCHEDULE B

[COPY OF UNDERWRITER'S BID] (ATTACHED)

OFFICIAL STATEMENT

$____,000*
CITY OF PEORIA, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

INTRODUCTION

This Official Statement, which includes the cover page, inside front cover page and Appendices hereto, sets forth information concerning the offering by the City of Peoria, Arizona (the "City") of its General Obligation Bonds, Series 2022 in the aggregate principal amount of $____,000* (the "Bonds"). See Appendix A, Appendix B, and Appendix E for certain information regarding the City.

Reference to provisions of State of Arizona (the "State" or "Arizona") law, whether codified in the Arizona Revised Statutes or uncodified, or of the Arizona Constitution, are references to those current provisions. The provisions may be amended, repealed or supplemented.

THE BONDS

Authorization and Use of Funds

The Bonds are being issued by the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and a resolution adopted by the Mayor and Council of the City on October 11, 2022 (the "Resolution"). The Bonds will constitute a portion of the bonds authorized by the voters at special bond elections held in the City on September 12, 2000, and May 17, 2005, and will be issued for the following purposes (collectively, the "Projects") and to pay costs of issuance of the Bonds:

i. Public Safety, Technology and Municipal Operations;
ii. Streets, Bridges, Traffic Control and Transportation; and
iii. Reclaimed Water and Drainage.

After the issuance of the Bonds, the City will have $39,679,638* and $114,130,445* principal amount of authorized but unissued general obligation bonds remaining from amounts authorized at elections held in 2000 and 2005, respectively. The City will have a total of $525,138,186* principal amount of authorized but unissued general obligation bonds remaining from authorizations approved at elections held in 1990, 1994, 1996, 2000, 2005 and 2008. Additional general obligation bonds may be authorized at future bond elections in the City. General obligation bonds heretofore and hereafter issued by the City have and will have an equal claim with the Bonds upon the proceeds of taxes levied for debt service on the Bonds. See TABLE 12 – Direct General Obligation Bonded Debt Outstanding and to be Outstanding in Appendix B.

General Description

The Bonds will be available in book-entry-only form through the book-entry system of The Depository Trust Company, New York, New York ("DTC"). Beneficial ownership interests in the Bonds may be purchased through direct and indirect participants of DTC in amounts of $5,000 of principal due on a specific maturity date or integral multiples thereof. See Appendix F – "Book-Entry-Only System." The Bonds will mature on the dates and in the principal amounts set forth on the inside front cover page of this Official Statement. The Bonds will bear interest from their dated date to their stated maturity or earlier redemption at the rates set forth on such inside front cover page, payable semiannually on January 15 and July 15 (each an "Interest Payment Date") of each year, commencing January 15, 2023. The City has chosen the first day of the month of each Interest Payment Date as the "Record Date" for the Bonds.

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* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

Security and Source of Payment

The Bonds will be payable as to principal and interest from a continuing, direct, annual, *ad valorem* tax to be levied against all of the taxable property within the boundaries of the City. The Bonds will be payable from such tax without limit as to rate or amount. Such tax is to be levied, assessed and collected as other taxes of the City, in an amount sufficient to pay the interest on all the Bonds then outstanding and installments of the principal of the Bonds becoming due and payable in the ensuing year.

Pursuant to the Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Resolution or payable from *ad valorem* taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

Redemption Provisions

Optional Redemption. The Bonds maturing before and on July 15, 2032, will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on and after July 15, 2033, will be subject to optional redemption prior to their stated maturity dates, at the direction of the City, in whole or in part in denominations of $5,000 or integral multiples thereof from maturities selected by the City, on July 15, 2032, and on any date thereafter, at a redemption price equal to the principal amount of Bonds being redeemed plus accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption. The Bonds maturing on July 15, 20__, and on July 15, 20__ (the "Term Bonds"), will be redeemed on July 15 of the respective years and in the amounts, by the payment of a redemption price equal to the principal amount of the Term Bonds plus interest accrued to the date fixed for redemption without premium, as follows:

Term Bond due July 15, 20__

Redemption Dates	Principal Amount
July 15, 20__	$ ___,000
July 15, 20__	___,000 (maturity)

Term Bond due July 15, 20__

Redemption Dates	Principal Amount
July 15, 20__	$ ___,000
July 15, 20__	___,000 (maturity)

Whenever Term Bonds are purchased, redeemed (other than pursuant to mandatory redemption) or delivered by the City for cancellation, the principal amount of the Term Bonds represented so retired shall satisfy and be credit against the mandatory redemption requirements for such Term Bonds for such years as the City may direct.

Notice of Redemption. Notice of redemption of any Bond will be provided to DTC no fewer than twenty (20) nor more than forty-five (45) days prior to the date set for redemption. Such notice may provide that the

* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent.

SOURCES AND USES OF FUNDS

Sources of Funds:	
Principal Amount of the Bonds	$____,000.00*
[Net] Original Issue Premium	
Total Sources	
Uses of Funds:	
Payment of Costs of the Projects	
Payment of Costs of Issuance (a)	
Total Uses	

(a) Costs related to the issuance of the Bonds, including underwriter's compensation.

[Remainder of page left blank intentionally.]

* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

ESTIMATED DEBT SERVICE REQUIREMENTS*

The following schedule sets forth the debt service requirements on the City's outstanding general obligation bonds, the estimated annual debt service requirements for the Bonds and the combined debt service requirements for all general obligation bonds of the City to be outstanding after the issuance of the Bonds.

Schedule of Debt Service Requirements (a)
City of Peoria, Arizona

	General Obligation Bonds Outstanding	Bonds		
Year Ending (July 15)	Debt Service	Principal	Interest (b)	Total Estimated Annual Debt Service Requirements*
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				

(a) Prepared by PFM Financial Advisors LLC (the "Financial Advisor").
(b) The first interest payment will be due on January 15, 2023. Thereafter interest payments will be made semiannually on July 15 and January 15, until maturity or prior redemption.

LITIGATION

To the knowledge of the City, no litigation or administrative action or proceeding is pending, restraining or enjoining, or seeking to restrain or enjoin, the issuance or delivery of the Bonds or the levy, collection or receipt of *ad valorem* property taxes to pay the debt service on the Bonds, contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the

* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

Bonds. An authorized City representative will deliver a certificate to the same effect at the time of the original delivery of the Bonds.

LEGAL MATTERS

Legal matters incident to the authorization, sale and issuance by the City of the Bonds and with regard to the tax-exempt status thereof will be passed upon by Greenberg Traurig, LLP, Phoenix, Arizona, as Bond Counsel. The form of that opinion is included as Appendix C hereto. The legal opinion to be delivered may vary from the text of Appendix C if necessary to reflect the facts and law existing on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds. Certain legal matters will be passed upon for the City by Greenberg Traurig, LLP, as disclosure counsel.

While Bond Counsel has participated in the preparation of portions of this Official Statement, it has not been engaged to confirm or verify, and expresses and will express no opinion as to, the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the City or the Bonds that may be prepared or made available by the City or others to the holders of the Bonds or others.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Bonds will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Bonds. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

COVID-19

The COVID-19 global pandemic continues to affect the nation and the State with ongoing concerns related to health and safety, appropriate preventative protocols, and fiscal and economic issues. At present, government and business operations in the State essentially function without government-imposed restrictions relating to the pandemic.

While the City does not currently anticipate a material effect on the collection of property taxes, which is a significant revenue source for operating purposes and is the security and source of payment of principal and interest due on the Bonds, should adverse economic conditions affect the ability of property taxpayers to pay amounts levied, property tax collection rates within the City could be adversely affected.

The City, however, cannot predict how the existence of COVID-19, or the various governmental or private actions taken in response thereto will affect its finances or operations, including the receipt of State revenues, City sales taxes and property tax collections (the security and source of payment of the Bonds). The full financial effect of COVID-19 on the City could change as circumstances and events evolve. The City will monitor events as they occur, particularly those that may have a material adverse effect on the City's budget and finances.

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet after the issuance of the Bonds in order that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes. The City's failure to meet these requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. The City has covenanted in the Bond Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Bonds is excludable from gross income of the holders thereof for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income for tax years beginning after 2022. Bond Counsel is further of the opinion that the interest on the Bonds is exempt from income taxation under the laws of the State. Bond Counsel will express no opinion as to any other tax consequences regarding the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors as to the status of interest on the Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Bonds will be based on and will assume the accuracy of certain representations and certifications of the City, and compliance with certain covenants of the City to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Bonds will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Bonds, or the ownership or disposition of the Bonds. Prospective purchasers of Bonds should be aware that the ownership of Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Bonds, (iii) the inclusion of the interest on the Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year and (v) the inclusion of interest on the Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors as to the impact of these other tax consequences.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Original Issue Premium

Certain of the Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (*i.e.*, for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of that Discount Bond.

Certain of the Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity), or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Bonds, adversely affect the market price or marketability of the Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Bonds. Prospective purchasers of the Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

On August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 (H.R. 5376) into law. For tax years beginning after 2022, this legislation will impose a minimum tax of 15 percent on the adjusted financial statement income of applicable corporations as defined in Section 59(k) of the Code (which is primarily designed to impose a minimum tax on certain large corporations). For this purpose, adjusted financial statement income is not reduced for interest earned on tax-exempt obligations. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential consequences of owning the Bonds.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of the Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Bonds and proceeds from the sale of the Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of the Bonds. This withholding generally applies if the owner of the Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number

("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

RATING

Moody's Investors Service, Inc. ("Moody's") has assigned a rating of "Aaa" to the Bonds. The significance of such rating should be obtained from Moody's at the following address: Moody's, 7 World Trade Center at 250 Greenwich Street, New York, New York 10007. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price or the marketability of the Bonds. The City will covenant in its continuing disclosure undertaking with respect to the Bonds that it will file notice of any formal change in any rating relating to the Bonds. See "CONTINUING DISCLOSURE" and Appendix D - "Form of Continuing Disclosure Undertaking" herein.

FINANCIAL ADVISOR

The City has retained PFM Financial Advisors LLC as Financial Advisor for the sale of the Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon issuance and delivery of the Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification, or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

CONTINUING DISCLOSURE

The City will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City no later than February 1 in each year commencing February 1, 2023 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices"), as set forth in Appendix D. The Annual Reports and the Notices and any other documentation or information required to be filed will be filed by the City with the Municipal Securities Rulemaking Board (the "MSRB") in a format prescribed by the MSRB. Currently, the MSRB requires filing through the MSRB's Electronic Municipal Market Access system ("EMMA"), all as described in Appendix D – "Form of Continuing Disclosure Undertaking."

These covenants will be made in order to assist the underwriter of the Bonds in complying with the Securities and Exchange Commission Rule 15c2-12 (the "Rule"). The form of the undertaking which describes the content of the Annual Reports and the Notices and method of their dissemination is included as Appendix D hereto. A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. *Also, pursuant to Arizona law, the ability of the City to provide information pursuant to such covenants is subject to annual appropriation to cover the costs of preparing and sending the Annual Reports and the Notices to EMMA. Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such failure in the same way it does the Notices.* Absence of continued disclosure, due to non-appropriation or otherwise, may adversely affect the transferability and liquidity of the Bonds and their market price.

The City (i) failed to properly associate one continuing disclosure filing with certain CUSIPs for two series of the City's outstanding indebtedness, (ii) failed to file a portion of certain operating data during the previous five years, and (iii) failed to timely file notice of the incurrence of a material financial obligation, in each case as required by the terms of its existing continuing disclosure undertakings. Remedial filings addressing the foregoing were filed in 2021.

FINANCIAL STATEMENTS

The financial statements of the City as of June 30, 2021, and for its fiscal year then ended, which are included as Appendix E of this Official Statement, have been audited by CliftonLarsonAllen LLP, as stated in its opinion which appears in Appendix E – "Annual Comprehensive Financial Report of the City of Peoria, Arizona for the Fiscal Year Ended June 30, 2021." The City neither requested nor obtained the consent of CliftonLarsonAllen LLP to include its report and CliftonLarsonAllen LLP has performed no procedures subsequent to rendering its opinion on the financial statements.

CERTIFICATION CONCERNING OFFICIAL STATEMENT

The documents to be delivered in connection with the initial issuance of the Bonds will include a certificate confirming that, to the best knowledge, information and belief of the City's Chief Financial Officer, the descriptions and statements contained in this Official Statement relating to the City and its operation and properties were at the time of the sale of the Bonds, and are at the time of the delivery thereof, true, correct and complete in all material respects and did not and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein in order to make the statements, in light of the circumstances under which they are made, not misleading. In the event this Official Statement is supplemented or amended prior to the date of delivery of the Bonds, the foregoing confirmation will also encompass such supplements or amendments. All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show certain historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official and other sources and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed.

Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract with the original purchasers or subsequent owners of the Bonds.

CITY OF PEORIA, ARIZONA

By:____________________________________
Chief Financial Officer

APPENDIX A

CITY OF PEORIA, ARIZONA

GENERAL AND DEMOGRAPHIC INFORMATION

General

The City, located in the northwestern portion of the Phoenix metropolitan area, the State's economic, political and population center, is the ninth largest city in the State based on population and currently encompasses an area of approximately 179 square miles. The City is situated in the northern portion of Maricopa County, Arizona (the "County") and a minor portion of the City extends north into southern Yavapai County, Arizona.

The City was settled in 1886 by former residents of Peoria, Illinois, who over the years purchased water rights from the Arizona Canal Company, which in 1885 had constructed a canal to provide irrigation water. The City was incorporated in 1954.

The table below sets forth the population figures for the City for the years indicated.

Population Statistics
City of Peoria, Arizona

Year	Population
2020 Census	190,985
2010 Census	154,065
2000 Census	108,364
1990 Census	50,675
1980 Census	12,171

Source: U.S. Census Bureau.

The table below sets forth the City's square mile statistics for the years indicated.

Square Mile Statistics
City of Peoria, Arizona

Year	Approximate Square Miles
2020	179
2015	179
2010	179
2005	177
2000	144
1995	100
1990	63
1985	31

Municipal Government

The City operates under the Council-Manager form of government. Its original Charter was adopted in 1954 and has been subsequently amended from time to time. Legislative authority is vested in a six member Council and the Mayor. In 1989, the voters amended the City Charter to change the method of electing the City Council members from an at-large system to a district system. The names of the districts are Willow, Pine, Ironwood, Acacia, Mesquite and Palo Verde. On March 11, 1997, the City Charter was amended to provide for a four-year term for the Mayor commencing in 1999. The Council members are elected for four year terms on a staggered basis.

The Council fixes the duties and compensation of City officials and employees and enacts ordinances and resolutions relating to City services, tax levies, appropriating and borrowing moneys, licensing and regulating business and trades and other municipal purposes. The Council appoints the City Manager.

The City Manager is responsible for executing Council policies and administering City operations. The City government is responsible for furnishing basic municipal services. Primary services are delivered by the 17 departments and approximately 1,355 employees, and include police, municipal courts, fire medical, recreation and community services, planning and development services, public transportation and utility services and general administration. These services are provided in Fiscal Year 2023 through an adopted budget of $783 million. Of this, the general fund and special revenue fund budgets total $383 million (not including operating transfers), which is for general municipal services and excludes enterprise activities such as water, sewers and sanitation.

Employment

The City Economic Development Department facilitates new business and industry moving to the City. Along with a number of new commercial and retail developments, high quality "Class A" office buildings have recently opened and more are under construction. Most employers in the City are in the government, commercial, healthcare and service sectors. Many residents also commute to nearby jobs in the greater Phoenix metropolitan area.

The following is a partial list of major employers in the City.

Major Employers
City of Peoria, Arizona

Employer	Description	Approximate No. of Employees
Peoria Unified School District	Education	2,620
City of Peoria	Government	1,355
Walmart	Retail	1,020
Fry's Food Stores	Retail	880
Taronis Fuels	Energy	450
Target Stores Inc	Retail	400
McDonalds	Food Service	360
Banner Health	Healthcare	340
Home Depot	Retail	320
Brookdale Senior Living	Healthcare	320

Source: Maricopa Association of Governments Employer Database.

The table below sets forth unemployment statistics for the City.

Unemployment Rate Averages

Year	City of Peoria (a)
2022 (b)	3.4%
2021	4.5
2020	7.2
2019	4.2
2018	4.2

Source: U.S. Bureau of Labor Statistics

(a) Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and re-estimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Sub-state area data subsequently are revised to incorporate updated inputs, re-estimation, and controlling to new statewide totals.

(b) Data through July 2022.

Construction

The following tables set forth the value of building permits for residential and non-residential construction and new housing starts for the City, in each case for the years indicated.

Value of Building Permits
City of Peoria, Arizona

Fiscal Year	Residential	Commercial and Industrial	Other	Total
2022	$213,963,051	$32,201,847	$66,842,883	$313,007,781
2021	248,875,576	16,894,609	32,563,175	298,333,360
2020	232,315,527	25,387,396	50,000,709	307,703,632
2019	280,782,721	50,147,785	51,203,487	382,133,993
2018	282,167,969	20,889,344	51,942,713	355,000,026

New Housing Starts (a)
City of Peoria, Arizona

Fiscal Year	City	Phoenix MSA
2022	1,857	51,554
2021	1,576	51,241
2020	1,372	48,219
2019	2,014	35,873
2018	1,689	30,836

(a) Includes both single family and multi-family.

Commerce

Commerce is a growing segment of the City's economy. The City serves as a trade center for the neighboring retirement communities of Sun City, Sun City West and Youngtown, as well as the cities of El Mirage and Surprise and Luke Air Force Base, located a few miles west of the City.

The City Sales Tax is 1.8% on most taxable activities within the City, utilities are taxed at 3.3%, restaurants and bars and amusements are taxed at 2.8%, and hotels and motels are taxed at 5.6%. Pursuant to the City Charter, increases in the City's sales tax rates are subject to voter approval. In September 2005 voters approved a 0.3% transportation sales tax to fund transportation improvements. The 0.3% transportation sales tax is included in the city's sales tax rate of 1.8%.

The table below sets forth the City's sales tax revenue for the years indicated.

Sales Tax Revenue
City of Peoria, Arizona
($'s in 000's)

Fiscal Year	Amount
2021/22 (a)	$125,522
2020/21	113,853
2019/20	99,748
2018/19	93,183
2017/18	89,781

(a) Amount for fiscal year 2021/22 is unaudited and subject to change upon audit, constitutes a "forward looking statement" that may not be realized and should be considered with an abundance of caution.

Tourism

Tourism contributes to the economy of the City with scenic attractions such as Lake Pleasant Regional Park. Lake Pleasant, which is located within Lake Pleasant Regional Park, is a 24,500-acre lake (Arizona's second largest lake) and is used for boating, fishing, swimming and water skiing. Lake Pleasant is served by two full-service marinas. Another significant contributor to tourism within the City is the Peoria Sports Complex, which is home to the Seattle Mariners and San Diego Padres during Major League Baseball's spring training season. Recent media attention has also brought increased tourism. In 2020, Rent.com ranked Peoria number 7 in the country for cities with the most open space. The 2021 edition of Ranking Arizona listed Peoria as the number 1 city to live, work and play in Arizona.

Education

Residents of the City are served by two unified school districts and one elementary school district, operating more than 95 elementary and secondary schools throughout the City's metropolitan area. Education is also provided by private and parochial schools located throughout the metropolitan area. The Maricopa County Community College District serves the educational needs of the Phoenix metropolitan area through seven institutions. Glendale Community College is located within four miles of the City and has an approximate enrollment of 30,000. Arizona State University West (ASU West), a branch of the Arizona State University campus is located in northwest Glendale, and is within five miles of the City. The City is also relatively close to a number of other private colleges and technical institutions.

Transportation

The City is served by main lines of the Union Pacific and Santa Fe Railroads, two transcontinental bus lines (Greyhound and Continental Trailways), and 10 transcontinental, 34 interstate, and 39 intrastate truck lines. U.S. Highway 60 parallels the railroad through the City, connecting the Phoenix metropolitan area with points in northwestern Arizona and Las Vegas, Nevada. State Route 101, or Loop 101, is a semi-beltway encompassing much of the Phoenix Metropolitan Area, connecting the City with several suburbs of Phoenix, including Tolleson, Glendale, Scottsdale, Mesa, Tempe and Chandler. State Route 303, or Loop 303, connects Interstate 10 with Interstate 17. Long-term plans call for the extension of Loop 303 south of the interchange with I-10 in Goodyear to the planned I-10 'Reliever Route' Freeway, SR 30, and continuing south through Goodyear to connect with the planned alignment of future Interstate 11. If completed, Loop 303 will serve as a Phoenix bypass route for the southwestern suburbs of Goodyear, Avondale, and Buckeye as well as an alternate Phoenix bypass route for I-10 traffic headed westbound to the Greater Los Angeles Area and northbound via I-17 to Flagstaff, Arizona. Phoenix Sky Harbor Airport is located approximately 25 miles from the City's downtown center and provides local, regional, and transcontinental air service through a number of major airlines.

APPENDIX B

CITY OF PEORIA, ARIZONA

FINANCIAL INFORMATION

PROPERTY TAXES

As described under the heading "THE BONDS – Security and Source of Payment," the City will be required by law to levy or to cause to be levied on all the taxable property in the City a continuing, direct, annual, *ad valorem* property tax sufficient to pay all principal, interest, and costs of administration for the Bonds as the same become due. The State's *ad valorem* property tax levy and collection procedures are summarized under this heading "PROPERTY TAXES."

Taxable Property

Real property and improvements and personal property are either valued by the Assessor of the County or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value

In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value, which means the estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value

In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or a similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than fifteen percent of the Full Cash Value. Limited Property Value of property that has been split, subdivided or consolidated varies depending on when the change occurred. A separate Limited Property Value is not provided for centrally valued property.

Property Classification and Assessment Ratios

All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE 1

Property Tax Assessment Ratios (Tax Year)

Property Classification *(a)*	2018	2019	2020	2021	2022
Mining, utilities, commercial and industrial *(b)*	18%	18%	18%	18%	17.5%
Agricultural and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property *(c)*	14	15	15	15	15

(a) Additional classes of property exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) The assessment ratio for this property classification will decrease to 17% for tax year 2023, 16.5% for tax year 2024, 16% for tax year 2025, 15.5% for tax year 2026 and 15% for each tax year thereafter.

(c) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Primary Taxes

Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Limited Assessed Property Value (as defined herein). "Net Limited Assessed Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bond indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property.

Secondary Taxes

Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, the maintenance and operation of special purpose districts such as sanitary, fire, road improvement, water conservation and career technical education districts, and taxes levied by school districts for qualified desegregation expenditures are "secondary taxes". Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments.

Calculating Debt Limits

"Net Full Cash Assessed Value" is the basis for determining general obligation bonded debt limitations for certain political subdivisions in Arizona, including the City. Net Full Cash Assessed Value is determined by excluding the value of property exempt from taxation from the Full Cash Assessed Value of both locally assessed and centrally valued property and combining the resulting two amounts.

Tax Procedures

The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then forwarded to the Treasurer of the County. (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year).

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years. Set forth below is a record of property taxes levied and collected in the City for a portion of the current fiscal year and all of the previous five fiscal years.

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TABLE 2

Real and Secured Property Taxes Levied and Collected (a)
City of Peoria, Arizona

Fiscal Year	City Tax Rate (b)	Adjusted City Tax Levy as of June 30th	Collected to June 30th of Initial Fiscal Year: Amount	Collected to June 30th of Initial Fiscal Year: % of Adj. Levy as of 6-30-22	Cumulative Collections 10-01-22: Amount	Cumulative Collections 10-01-22: % of Adj. Levy
2022-23	$1.44	$27,310,743	*(c)*	*(c)*	N/A	N/A
2021-22	1.44	25,636,629	$25,375,055	98.98%	25,375,055	98.98%
2020-21	1.44	23,892,123	23,599,465	98.78	23,820,313	98.78
2019-20	1.44	22,416,783	21,914,662	97.76	22,194,163	99.01
2018-19	1.44	20,733,307	20,589,725	99.31	20,638,727	99.54
2017-18	1.44	19,296,983	18,955,264	98.23	19,111,616	99.04

(a) Taxes are collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum, which is prorated at a monthly rate of 1.33%. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.

(b) The City's secondary property tax rate which is levied for debt service is currently $1.15 per $100 of Net Limited Assessed Property Value and the primary property tax rate levied for operations is $0.29 per $100 of Net Limited Assessed Property Value.

(c) 2022/23 taxes in course of collection:
First installment due 10-01-22; delinquent 11-01-22;
Second installment due 03-01-23; delinquent 05-01-23.

Source: Office of the Treasurer of the County.

SRP In Lieu Contribution

SPECIAL NOTE: The assessed value of property owned by the Salt River Project Agricultural Improvement and Power District ("SRP") is not included in the assessed value of the City in the prior table or in any other valuation information set forth in this Official Statement. Because of SRP's quasi-governmental nature, property owned by SRP is exempt from property taxation.

However, SRP may elect each year to make voluntary contributions in lieu of property taxes with respect to certain of its electrical facilities (the "SRP Electric Plant"). If SRP elects to make the in lieu contribution for the year, the Full Cash Value of the portion of the SRP Electric Plant located within the City and the in lieu contribution amount is determined in the same manner as the Full Cash Value and property taxes owed is determined for similar non-governmental public utility property, with certain special deductions.

If SRP elected not to make such contributions, the City would be required to contribute funds from other sources or levy an increased tax rate on all other taxable property to provide sufficient amounts to pay debt service on the Bonds. If after electing to make the in lieu contribution, SRP then failed to make the in lieu contribution when due, the Treasurer and the City have no recourse against the property of SRP and there may be a delay in the payment of that portion of the debt service on the Bonds that would have been paid by SRP's in lieu contribution.

Since 1964, when the in lieu contribution was originally authorized by the Arizona Revised Statutes, SRP has always elected to make the in lieu contribution. The fiscal year 2021/22 Net Limited Assessed Value equivalent of SRP within the City is $20,187,557, which represents approximately 1.07% of the combined fiscal year 2021/22 Net Limited Assessed Property Value in the City.

Delinquent Tax Procedures

The property taxes due the City are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of each subsequent month. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When an owner of land or property within the City (a "debtor") files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the City, the Financial Advisor or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

ASSESSED VALUATIONS AND TAX RATES

TABLE 3

Direct and Overlapping Net Limited Assessed Property Values and Tax Rates Per $100 Net Limited Assessed Property Value

		2022/23 Combined Primary and Secondary Tax Rates Per $100 Net Limited Assessed Property Value
State of Arizona	$78,405,598,978	--
Maricopa County	51,932,898,351	$1.2473
Maricopa County Community College District	51,932,898,351	1.1894
Maricopa County Fire District Assistance Tax	51,932,898,351	0.0082
Maricopa County Special Health Care District	51,932,898,351	0.2488
Maricopa County Library District	51,932,898,351	0.0505
Maricopa County Flood Control District (a)	47,530,739,023	0.1592
Central Arizona Water Conservation District (b)	51,932,898,351	0.1400
Western Maricopa Education Center District No. 402	19,403,433,945	0.1538
Peoria Unified School District No. 11	2,321,648,492	5.7674
Deer Valley Unified School District No. 97	3,262,511,669	5.8353
Nadaburg Unified School District No. 81	104,727,331	3.8250
City of Peoria (c)	1,896,579,376	1.4400

(a) The assessed value of the Maricopa County Flood Control District does not include the personal property assessed valuation of the County.

(b) Value shown for the Central Arizona Water Conservation District covers only the County portion of such District. (See footnote (c) to TABLE 9.)

(c) There are four community facilities districts within the boundaries of the City. The 2021/22 combined primary and secondary tax rates per $100 of Net Limited Assessed Property Value Property for such community facilities districts are as follows:

Overlapping Jurisdiction	Tax Rate per $100 of Net Limited Assessed Property Value
Mystic at Lake Pleasant Heights Community Facilities District	$2.65
Vistancia Community Facilities District	2.10
Vistancia North Community Facilities District	0.55
Vistancia West Community Facilities District	2.10

Such entities are excluded from TABLE 3 because they overlap only a small portion of the City.

Source: Finance Department of the County.

Total Tax Rates Per $100 Net Limited Assessed Property Value

The total overlapping property tax rate for property owners within the City ranges from $4.6372 to $13.0546 per $100 Net Limited Assessed Property Value, depending upon the specific jurisdictions which overlap the property.

TABLE 4

Net Limited Assessed Property Value by Property Classification
City of Peoria, Arizona

Class	2022/23	2021/22	2020/21	2019/20	2018/19
Commercial, industrial, utilities, mines	$387,803,206	$379,298,073	$357,701,133	$343,075,063	$335,136,439
Agricultural and vacant	39,700,390	36,663,763	35,571,294	38,419,686	37,436,760
Residential (owner occupied)	1,104,355,206	1,031,452,432	953,662,536	876,145,794	808,538,846
Residential (rental)	363,368,314	331,765,094	307,372,663	290,131,773	264,357,025
Railroad	1,276,281	1,061,990	1,002,643	1,040,771	1,015,986
Historical property	-	-	570,820	525,945	577,770
Public property improvements	75,979	80,136	77,455	65,635	70,255
Totals (a)	$1,896,579,376	$1,780,321,488	$1,655,958,544	$1,549,404,667	$1,447,133,081

(a) Totals may not add up due to rounding.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

TABLE 5

Net Limited Assessed Property Value of Major Taxpayers
City of Peoria, Arizona

Major Taxpayer (a)	2022/23 Net Limited Assessed Property Value	As % of 2022/23 Net Limited Assessed Property Value
Arizona Public Service	$32,648,873	1.73%
Vestar LPTC LLC	8,944,905	0.47
Southwest Gas Corporation	7,663,088	0.41
Park West Retail I LLC	6,395,959	0.34
DDRA Arrowhead Consulting LLC	5,114,003	0.27
N 75TH AZ Partners LLC	4,658,497	0.25
Freedom Plaza Limited Partnership Lease	4,455,363	0.24
BCC Development Inc.	4,366,369	0.23
Peoria Center Apartments South LLC	4,257,377	0.23
First Industrial LP	4,117,425	0.22
	$82,621,859	4.39%

(a) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20

Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR data base at http://www.sec.gov. No representative of the City, the Financial Advisor, or Bond Counsel has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

Source: Maricopa County Assessor.

TABLE 6

Comparative Net Limited Assessed Property Values

Fiscal Year	City of Peoria	Maricopa County	State of Arizona
2022/23	$1,896,579,376	$51,932,898,351	$78,405,598,978
2021/22	1,780,321,488	48,837,616,505	74,200,233,397
2020/21	1,655,958,544	45,822,046,238	69,914,763,468
2019/20	1,549,404,667	42,997,577,641	66,157,223,639
2018/19	1,447,133,081	40,489,188,615	62,328,439,592

Source: *Property Tax Rates and Assessed Values,* Arizona Tax Research Association

TABLE 7

Estimated Net Full Cash Value History
City of Peoria, Arizona

Fiscal Year	Estimated Net Full Cash Valuation *(a)*
2022/23	$26,421,487,898
2021/22	21,994,091,081
2020/21	19,929,439,879
2019/20	18,091,660,262
2018/19	16,620,914,713

(a) Estimated Net Full Cash Value is the total market value of the property within the City less the estimated Full Cash Value of property exempt from taxation within the City.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Direct Bonded Debt, Legal Limitation and Unused Borrowing Capacity
City of Peoria, Arizona

Under the provisions of the Arizona Constitution, outstanding general obligation bonded debt for combined water, sewer, light, parks and open space, transportation and public safety purposes may not exceed 20% of a city's Net Full Cash Assessed Value, nor may outstanding general obligation bonded debt for all other purposes exceed 6% of a city's Net Full Cash Assessed Value.

TABLE 8*

General Municipal Purpose Bonds		Water, Light, Sewer, Open Space, Public Safety, Law Enforcement, Fire and Emergency Services, Park, Street and Transportation Facilities Bonds	
Total 6% of General Obligation Bonding Capacity	$158,666,521	Total 20% of General Obligation Bonding Capacity	$528,888,403
Less: 6% General Obligation Bonds Outstanding *(a)*	6,155,069	Less: 20% General Obligation Bonds Outstanding *(a)*	185,915,087
Less: Original Issue Premium *(b)*	0	Less: Original Issue Premium *(b)*	0
Less: Unamortized Net Original Issue Premium of Prior Bonds *(c)*	400,990	Less: Unamortized Net Original Issue Premium of Prior Bonds *(c)*	6,939,851
Net 6% General Obligation Bonding Capacity	$152,110,462	Net 20% General Obligation Bonding Capacity	$336,003,465
Total Capacity	$488,143,927		

(a) Includes the Bonds.

(b) This amount of premium on the Bonds reduces in equal amount the borrowing capacity of the City under the Arizona Constitution and the principal amount of general obligation bonds authorized at the Elections. The City's borrowing capacity, but not authorization, will be recaptured as premium is amortized.

(c) This amount of unamortized premium on certain of the City's outstanding general obligation bonds issued after August 2016 is treated as described in footnote (b) above.

* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

TABLE 9

Direct and Overlapping General Obligation Bonded Debt
City of Peoria, Arizona

Overlapping Jurisdiction	2022/23 Net Limited Assessed Property Value	General Obligation Bonded Debt *(b)*	Proportion Applicable to the City *(a)* Approximate Percent	Net Debt Amount
State of Arizona	$78,405,598,978	[None	2.40%	--
Maricopa County	51,932,898,351	None	3.65	--
Maricopa County Community College District	51,932,898,351	$184,715,000	3.65	$6,742,098
Maricopa County Flood Control District	47,530,739,023	None	3.97	--
Maricopa County Library District	51,932,898,351	None	3.65	--
Maricopa County Fire District Assistance	51,932,898,351	None	3.65	--
Central AZ Water Conservation	51,932,898,351	None	3.65	--
Maricopa County Special Health Care District	51,932,898,351	640,695,000	3.65	23,385,368
Western Maricopa Education Center District No. 402	19,403,433,945	144,220,000	9.85	14,205,670
Peoria Unified School District No. 11	2,321,648,492	185,125,000	57.91	107,205,888
Deer Valley Unified School District No. 97	3,262,511,669	164,875,000	4.69	7,732,638]
Nadaburg Unified School District No. 81	104,727,331	None	7.00	--
City of Peoria (c)	1,896,579,376	191,871,541*	100.00	191,871,541*
Total Net Direct and Overlapping General Bonded Debt				[$342,572,392*]

(a) Proportion applicable to the City is computed on the ratio of Net Limited Assessed Property Value for 2022/23.

(b) Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of various County improvement districts, as the bonds of these districts are presently being paid from special assessments against property within the various improvement districts.

Does not include presently authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future as indicated in the following table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
Deer Valley Unified School District No. 97	[$135,000,000
Mystic at Lake Pleasant Heights Community Facilities District	64,943,428
Vistancia Community Facilities District	30,393,912
Vistancia West Community Facilities District	3,375,000
Vistancia North Community Facilities District	49,984,012]

* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages will be fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Limited Assessed Property Value, of which 14 cents is being levied. (See Sections 48-3715 and 48-3715.02, Arizona Revised Statutes.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(c) Includes the Bonds.

Source: The various entities, *Property Tax Rates and Assessed Values*, Arizona Tax Research Association, *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue and the Assessor of the County.

TABLE 10

Direct and Overlapping General Obligation Bonded Debt Ratios
City of Peoria, Arizona

	Per Capita Bonded Debt Population Estimated @ 190,985	As % of City's 2022/23 Net Limited Assessed Property Value	As % of City's 2022/23 Estimated Net Full Cash Value
Net Direct General Obligation Bonded Debt *(a)*	$1,004.64*	10.1%*	0.7%*
Net Direct and Overlapping General Obligation Debt *(a)*	[1,832.64*	19.6*	1.4*]

(a) Includes the Bonds.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue, *Property Tax Rates and Assessed Values,* Arizona Tax Research Association, the Arizona Office of Economic Opportunity, and the City.

City of Peoria, Arizona Outstanding Obligations

TABLE 11
Current Year Statistics (Fiscal Year 2022/23)
City of Peoria, Arizona

Direct General Obligation Bonded Debt Outstanding and to be Outstanding	$191,871,541 (a)
Water and Sewer Revenue Secured Debt Outstanding	105,218,992
Senior Lien Excise Tax and State Shared Revenue Debt Outstanding	22,330,000
Senior Lien Transportation Sales Tax and Subordinate Lien Excise Tax and State Shared Revenue Debt Outstanding	13,350,000
Equipment Lease/Purchase Agreement Debt Outstanding	4,437,462
Net Limited Assessed Property Value	1,896,579,376
Net Full Cash Assessed Value	2,644,442,015
Estimated Net Full Cash Value	26,421,487,898

* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

(a) Includes the Bonds. See footnotes (b) and (c) to TABLE 8 for a description of the treatment of certain proceeds of the Bonds and other general obligation bonds of the City for State voter authorization and debt limit purposes.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue, *Property Tax Rates and Assessed Values*, Arizona Tax Research Association.

TABLE 12
Direct General Obligation Bonded Debt Outstanding and to be Outstanding
City of Peoria, Arizona

Issue Date	Original Amount	Purpose	Maturity Dates	Balance Outstanding and to be Outstanding
6-28-12	$14,715,000	Parks, Streets, Community Center, Public Safety	7-1-13/32	$ 8,305,000
12-15-15	30,325,000	Parks, Streets, Public Safety, Drainage	7-1-16/35	22,190,000
12-15-15	66,425,000	Refunding	7-1-16/28	36,005,000
6-5-19 (a)	30,420,000	Parks, Public Safety, Streets, Drainage	7-15-20/39	25,250,000
9-13-19 (b)	6,288,130	Drainage (WIFA Loan)	7-1-20/39	4,597,988
8-13-21 (b)	17,764,029	Reclaimed Water, Pipeline (WIFA Loan)	7-1-22/41	16,063,553
12-9-21 (a)	55,880,000	Parks, Public Safety, Streets, Reclaimed Water	7-15-22/41	$54,360,000
Total General Obligation Bonded Debt Outstanding				$166,771,541
Plus: the Bonds				25,100,000
Total General Obligation Bonded Debt Outstanding and to be Outstanding				$191,871,541

(a) See footnote (b) to TABLE 8 for a description of the treatment of certain proceeds of these bonds for State voter authorization and debt limit purposes.

(b) Under loan agreements with WIFA, the City has agreed to make semi-annual payments equal to the principal and interest on such WIFA loans. The City has pledged *ad valorem* property taxes to the payment of such WIFA loans. Such loan agreements contain provisions for partial principal forgiveness which is reflected in the balance outstanding.

TABLE 13
Water and Sewer Revenue Secured Debt Outstanding
City of Peoria, Arizona

Issue Date	Original Amount	Purpose/Description	Maturity Dates	Balance Outstanding
7-17-09	$4,371,597	WIFA Beardsley	7/1/10-29	$ 1,758,255
10-29-15	14,000,000	WIFA Series 2015	7/15/16-34	9,833,488
2-9-17	49,013,733	WIFA Pyramid Peak	7/15/17-36	38,372,251
10-20-20	35,190,000	City Water/Wastewater Revenue Refunding Obligations	7/15/21-29	26,300,000
5-24-22	28,955,000	City Water/Wastewater Revenue Obligations	7/15/23-42	28,955,000
Total Water and Sewer Revenue Secured Debt Outstanding				$105,218,992

TABLE 14
City of Peoria, Arizona
Senior Lien Excise Tax and State Shared Revenue Debt Outstanding

Issue Date	Original Amount	Purpose	Maturity Dates	Balance Outstanding
10-26-17	$ 3,220,000	City Refunding Obligations	7-15-18/25	$ 1,315,000
4-27-22	21,495,000	City Refunding Obligations	7-15-22/32	21,015,000
Total Senior Lien Excise Tax and State Shared Revenue Debt Outstanding				$22,330,000

TABLE 15
Senior Lien Transportation Sales Tax and Subordinate Lien Excise Tax and State-Shared Revenue Debt Outstanding
City of Peoria, Arizona

Issue Date	Original Amount	Purpose	Maturity Dates	Balance Outstanding
10-4-17	$25,755,000	Refunding	1-15-19/26	$13,350,000
Total Sr. Lien Trans. Tax and State Shared Revenue Obligation Debt Outstanding				$13,350,000

TABLE 16
Equipment Lease/Purchase Agreement Debt Outstanding
City of Peoria, Arizona

Issue Date	Original Amount	Purpose	Maturity Dates	Balance Outstanding
9-7-17	$5,199,304	Taxable NCREBS	9-1-18/37	$4,437,462
Total Equipment Lease/Purchase Agreement Debt Outstanding				$4,437,462

Pension and Retirement Plans

The City contributes to the retirement plans (the "Plans") described in Note 9 – PENSIONS AND OTHER POSTEMPLOYMENT BENEFITS in Appendix E. See Note 9 – PENSIONS AND OTHER POSTEMPLOYMENT BENEFITS in Appendix E for a description of the Plans, the benefits provided by the Plans, the contributions to the Plans, the pension liabilities associated with the Plans, the pension expenses associated with the Plans, the deferred outflows/inflows of resources related to the Plans, and certain other pertinent information with respect to the Plans.

The City made additional contributions of $35 million as of the current fiscal year to the Arizona Public Safety Personnel Retirement System, one of the Plans.

Other Post-Employment Retirement Benefits

During the year ended June 30, 2019, the City implemented the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* ("GASB 75"). The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 addresses reporting by governments that provide OPEB by measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plan.

The City does not offer any OPEB. The City's employees, their spouses and survivors may be eligible for certain retiree health care benefits under health care programs provided by the State. Employees on long-term disability and their spouses also may qualify for retiree health care benefits through the State. Such individuals may obtain the health care benefits offered by the State by paying 100% of the applicable health care insurance premium, net of any subsidy provided by the State. The benefits are available to all retired participants in the State's health care program. The City does not make payments for OPEB costs for such retirees.

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF GREENBERG TRAURIG, LLP]

[Closing Date]

Mayor and Council
City of Peoria, Arizona

Re: City of Peoria, Arizona General Obligation Bonds, Series 2022

We have examined copies of the proceedings of the Mayor and Council of the City of Peoria, Arizona (the "City"), and other proofs submitted to us relative to the issuance of the captioned Bonds (the "Bonds").

In addition, we have examined such other proceedings, proofs, instruments, certificates and other documents as well as such other materials and such matters of law as we have deemed necessary or appropriate for the purposes of the opinion rendered herein below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

We are of the opinion that such proceedings and proofs show lawful authority for the sale and issuance of the Bonds pursuant to the Constitution and laws of the State of Arizona now in force, and that the Bonds are valid and legally binding obligations of the City, all of the taxable property within which is subject to the levy of a tax, without limitation as to rate or amount to pay the principal of and interest on the Bonds.

Based on the representations and covenants of the City and subject to the assumption stated in the last sentence of this paragraph, under existing statutes, regulations, rulings and court decisions, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and the interest on the Bonds is exempt from income taxation under the laws of the State of Arizona. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income for tax years beginning after 2022. We express no opinion regarding other tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of, the Bonds. The Code includes requirements which the City must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Mayor and Council of the City have resolved in Resolution No. 2022-___, adopted by the Mayor and Council of the City on October 11, 2022, to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. (Subject to the same limitations in the penultimate paragraph hereof with respect to such covenants, the City has full legal power and authority to comply with such covenants.) In rendering the opinion expressed above, we have assumed continuing compliance with the tax covenants referred to above that must be met after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal tax purposes.

The rights of the holders of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights. The enforcement of such rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

$____,000*
CITY OF PEORIA, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2022

This Continuing Disclosure Undertaking (this "Undertaking") is executed and delivered by the City of Peoria, Arizona (the "City"), in connection with the sale and issuance of $____,000* principal amount of City of Peoria, Arizona General Obligation Bonds, Series 2022 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Mayor and Council of the City on October 11, 2022 (the "Bond Resolution"). The City covenants and agrees as follows:

1. Definitions. In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"Annual Financial Information" means the financial information and operating data set forth in Exhibit I.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"*EMMA*" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Final Official Statement"* means the Final Official Statement relating to the Bonds, dated ________, 2022.

"*Financial Obligation*" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*GAAP*" means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

"*Listed Event*" means the events set forth in Exhibit II.

"*Listed Events Disclosure*" means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

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* Subject to change. See "MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

"State" means the State of Arizona.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Bonds.

3. CUSIP Numbers. The CUSIP Numbers of the Bonds are as follows:

CUSIP No. (Base 712838)	Maturity Date (July 15)

4. Annual Financial Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate in a timely manner, but not more than ten (10) business days after the occurrence of the event, Listed Events Disclosure through EMMA. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Bond Resolution, and the sole remedy available to such owners of the Bonds under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution or ordinance authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City or by approving vote of the owners of the Bonds at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying an accounting principle to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall file a notice of such change in the same manner as for a notice of Listed Event.

8. Non-Appropriation. The performance by the City of its obligations in this Undertaking shall be subject to the annual appropriation of any funds that may be necessary to permit such performance. In the event of a failure by the City to comply with its covenants under this Undertaking due to a failure to appropriate the necessary funds, the City covenants to provide prompt notice of such fact to the MSRB through EMMA, in a format prescribed by the MSRB.

9. Termination of Undertaking. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Bonds under the Bond Resolution.

10. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

11. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

12. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

DATED: [Closing Date]

CITY OF PEORIA, ARIZONA

By..
Chief Financial Officer

ATTEST:

....
City Clerk

APPROVED AS TO FORM:

....
City Attorney

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Final Official Statement in Tables 2, 4, 6, 9 and 12-16 (in each case, actual results for most recently completed fiscal year only).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by February 1 of each year, commencing February 1, 2023. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

APPENDIX E

ANNUAL COMPREHENSIVE FINANCIAL REPORT
OF THE
CITY OF PEORIA, ARIZONA
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

THE INFORMATION PROVIDED IN THIS APPENDIX HAS BEEN PROVIDED BY DTC. NO REPRESENTATION IS MADE BY THE CITY, THE FINANCIAL ADVISOR, BOND COUNSEL OR THE BOND REGISTRAR AND PAYING AGENT AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION PROVIDED BY DTC OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book- entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this appendix concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 20R.

Date Prepared: 10/4/2022 Council Meeting Date: 10/11/2022

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Chris Hallett, Neighborhood and Human Services Director

SUBJECT: Adoption of Short Term Rental Ordinance

Purpose:

Discussion and possible action to adopt **ORD 2022-20**, a new Short Term Rental Ordinance, as requested by City Council at the September 13, 2022 Study Session.

Summary:

As Peoria continues to grow, the number of short-term rentals (STRs) listed on online platforms such as Vacation Rental by Owner (VRBO) and Air Bed & Breakfast (Airbnb) will continue to increase. As presented to City Council earlier this year, it is estimated that Peoria currently has over 550 homes and rooms that can be rented on a short-term basis (less than 29 days a month). This is significant in that Peoria, as with all other Arizona cities and towns, is subject to state law governing their regulation.

In 2016, the Arizona Legislature passed an initial statewide STR law, which essentially preempted municipalities from regulating or restricting STRs, with the exception of enforcing property public health and safety regulations.

In 2019, the Arizona Legislature passed a revised STR law requiring STR owners to include a lodging tax license number in advertisements and prohibiting STRs from hosting non-residential uses/events. This revised law also allowed cities to require STR owners to provide contact information for someone who can respond to complaints about the STR in a timely manner.

After receiving a series of neighborhood based and community concerns regarding STRs, the Arizona Legislature passed and the Governor signed a new revised STR law that became effective on September 24, 2022. Under this new law (SB 1168), cities and towns now have the ability to further regulate STRs to collect contact information from property owners, establish a civil penalty structure and implement reporting requirements.

At the September 13, 2022 Study Session, Council provided staff direction to draft a new STR ordinance to require the following (all consistent with the revised State Law):

- A registration/permit (at no cost to the STR owner)
- Emergency contact information and response in a timely manner (one hour if requested by the Police Department, 24 hours if otherwise)
- Neighborhood notification to properties adjacent to, directly and diagonally behind and across the street
- Sex offender background checks for STR owners and patrons
- $500,000 liability insurance
- Placement of the city issue permit number on all advertisements
- New civil penalties for “verified violations”
- Permit suspension if three or more verified violations within a rolling 12-month period and/or felony offense, serious physical injury or wrongful death, sexual offender or adult-oriented business, or if owner intentionally allows a non-residential use

If adopted by City Council, the new ordinance would take effect on January 1, 2023. Comprehensive educational outreach to STR owners will be undertaken prior to and after the new ordinance goes into effect.

Previous Actions/Background:

A Council Study Session was conducted on this item on September 13, 2022.

Staff Recommendation:

Staff recommends that the City Council adopt the Short Term Rental Ordinance.

Fiscal Analysis:

At this time, other than in-kind staff work, there is no budget impact.

ATTACHMENTS:

Ord 2022-20 Short Term Rental Ordinance

Contact Name and Number:
Chris Hallett, (623) 773-7955

ORDINANCE NO. 2022-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AMENDING CHAPTER 11 OF THE PEORIA CITY CODE (1992), ARIZONA BY ADOPTING SECTION 11-148 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; PURPOSE; BY ADOPTING SECTION 11-149 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; DEFINITIONS; BY ADOPTING SECTION 11-150 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; PERMIT REQUIRED; PENALTIES; BY ADOPTING SECTION 11-151 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; EMERGENCY POINT OF CONTACT REQUIREMENTS; PENALTIES; BY ADOPTING SECTION 11-152 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; COMPLIANCE WITH THE LAW; PROHIBITED USES; BY ADOPTING SECTION 11-153 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; NEIGHBOR NOTIFICATION REQUIRED; BY ADOPTING SECTION 11-154 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; ADVERTISEMENT REQUIREMENTS; BY ADOPTING SECTION 11-155 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; POSTING ON THE PROPERTY REQUIRED; BY ADOPTING SECTION 11-156 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; INSURANCE REQUIRED; BY ADOPTING SECTION 11-157 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; BACKGROUND CHECKS REQUIRED; BY ADOPTING SECTION 11-158 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; PERMIT SUSPENSIONS; BY ADOPTING SECTION 11-159 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; ENHANCED PENALTIES; BY ADOPTING SECTION 11-160 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; APPEALS; BY ADOPTING SECTION 11-161 PERTAINING TO SHORT TERM RENTALS AND VACATION RENTALS; JUDICIAL RELIEF; AND PROVIDING FOR SEVERABILITY, INCORPORATING RECITALS BY REFERENCE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS local governments may regulate short term rentals and vacation rentals ("vacation rentals") except as limited by Arizona Revised Statutes ("A.R.S.") § 9-500.39;

WHEREAS the City of Peoria deems it necessary to adopt certain regulations regarding the use of property as a vacation rental to protect the health, safety, and welfare of the City of Peoria residents;

WHEREAS a central and significant goal for the City of Peoria is to protect the health, safety, and welfare of the City of Peoria residents, preserve its housing stock, and maintain the quality and character of residential neighborhoods;

WHEREAS the City of Peoria will require all vacation rentals to obtain and maintain a valid City permit, provide an emergency point of contact to respond to complaints and emergencies in a timely manner, maintain insurance, provide neighbor notification, and disclose certain information about the vacation rental in each advertisement;

WHEREAS the City of Peoria will require all short-term rentals to obtain and maintain a valid transaction privilege tax ("TPT") license number, provide proof of the TPT license to the City of Peoria, and require disclosure of the TPT number on each advertisement;

WHEREAS the City of Peoria deems it necessary to establish penalties and fines that apply to vacation rentals; and

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

SECTION 1. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-148 pertaining to Short Term Rentals and Vacation Rentals; Purpose, which shall read as follows:

Sec. 11-148. Short Term Rentals and Vacation Rentals; Purpose.

This Section 11-148 is adopted to protect the health, safety, and welfare of the community of the City of Peoria by enacting reasonable regulations for short-term rentals and vacation rentals. These regulations are in addition to other codes of the City of Peoria.

SECTION 2. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-149 pertaining to Short Term Rentals and Vacation Rentals; Definitions, which shall read as follows:

Sec. 11-149. Short Term Rentals and Vacation Rentals; Definitions.

In this Section 11-149, unless the context or definitions in A.R.S. § 9-500.39 indicate otherwise, the following terms or phrases apply to Sections 11-148 through 11-161 and are defined as follows:

Advertisement: Means any method of soliciting the use of property for Vacation Rental purposes.

Applicant: Means the Owner or Owner's Designee who applies with the City of Peoria for a permit.

Days: Shall mean calendar days unless stated otherwise.

Designee and Agent: Are interchangeable for purposes of Sections 11-148 through 11-161 and mean any person or persons with the charge, care, or control of any property, dwelling unit, or portion thereof. Designee includes the Emergency point of contact.

Emergency point of contact: Means the Owner or individual designated by the owner to: (i) serve as the local twenty-four (24) hour emergency point of contact for the vacation rental; and (ii) respond to complaints and emergencies relating to the Vacation Rental in a timely manner as required by Sections 11-148 through 11-161.

Neighbor notification: Means the written notice provided by the Owner to each single-family residential property adjacent to the Vacation Rental property, directly behind and across from the Vacation Rental property, and diagonally behind and across from the Vacation Rental property that includes the valid permit number issued by the City of Peoria, the physical address of the Vacation Rental, and the name, address, and twenty-four (24) hour telephone number of the Emergency point of contact.

Nonresidential Use: Means any use that is not permitted in a residential zoning district pursuant to a City of Peoria zoning ordinance.

Online Lodging Marketplace: Has the same meaning prescribed in A.R.S. § 42-5076.

Owner: Means any person who, alone or with others, has title or interest in a property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and includes any person who as agent, executor, administrator, trustee, or guardian has charge, care, or control of any property, dwelling unit, or portion thereof.

Permit: Means authorization by the City of Peoria to operate a Vacation Rental in accordance with Section 11-148 through 11-161.

Person: Means an individual, public entity, firm, corporation, partnership, limited liability company, trust, association, or any other business entity or juridical person, whether operating on a for-profit or nonprofit basis.

Short-term Rental and Vacation Rental: Are interchangeable for purposes of Sections 11-148 through 11-161 and mean any individually or collectively owned single-family or one-to-four-family house or dwelling unit, or any unit or group of units in a condominium or cooperative, that is also a transient public lodging establishment or owner-occupied residential home offered for transient use. Vacation Rental does not include:

> (i) Accommodations or property that is classified for property taxation under A.R.S. § 42-12001; or
>
> (ii) Any unit that is used for any nonresidential use, including a special event that would otherwise require a permit, retail, restaurant, banquet space, or other similar use.

Transaction privilege tax license: Is the license issued by the State of Arizona pursuant to A.R.S., Title 42.

Transient: Has the same meaning prescribed in A.R.S. § 42-5070.

SECTION 3. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-150 pertaining to Short Term Rentals and Vacation Rentals; Permit Required; Penalties, which shall read as follows:

Sec. 11-150. Short Term Rentals and Vacation Rentals; Permit Required; Penalties.

(1) *Permit required*. Prior to use of a property as a vacation rental, the owner shall obtain a vacation rental permit from the City of Peoria. Renting, or offering for rent, a vacation rental without complying with the permit requirement in this Section 150 is prohibited.

(2) *Permit applications*. The owner of a proposed vacation rental shall submit to the City of Peoria a permit application on a form furnished by the City of Peoria. The permit application shall be signed by the applicant and shall contain the following minimum information, which shall be made publicly available:

(a) The physical address of the residential property proposed to be used as a vacation rental.

(b) The name, address, and telephone number of the owner for which the vacation rental permit is to be issued. If the property owner is an entity, the legal name of the entity and its statutory agent.

(c) The name, address, and telephone number of each designee of the owner, if any.

(d) The full name, address, and twenty-four (24) hour telephone number of the individual who will serve as the emergency point of contact.

(e) Proof of compliance with A.R.S. §42-5005 including transaction privilege tax number.

(f) Acknowledgment by the owner of an agreement to comply with all applicable laws, regulations, and ordinances, including the requirement that the owner and each designee shall not be a registered sex offender, been convicted of any felony act that resulted in death or serious physical injury, or been convicted of any felony use of a deadly weapon within the past five years.

(g) Attestation of compliance with the notification required in this Section 11-150.

(h) Evidence of liability insurance appropriate to cover the vacation rental in the aggregate of at least $500,000 or evidence that each vacation rental transaction will be provided through a platform that provides equal or greater primary liability insurance coverage for the vacation rental.

(i) Evidence the vacation rental is registered with relevant County Assessor's Office in accordance with A.R.S. § 33-1902.

(3) *Issuance; reasons for denial*. The City of may deny issuance of a permit for any of the following reasons:

(a) The applicant failed to provide the information required under subsection 2 of this Section;

(b) The applicant provided false information;

(c) The owner or designee of the owner: (i) is a registered sex offender; (ii) has been convicted of any felony act that resulted in death or serious physical injury; or (iii) has been convicted of any felony use of a deadly weapon within five (5) years of submitting the application; or

(d) At the time of application, the owner has a suspended permit for the same vacation rental or any of the following applies: (a) one violation at the vacation rental that resulted in or constituted any of the offenses described in Sec. 11-159; or (b) three violations of this Section 11-150 at the vacation rental within a twelve (12) month period, not including an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

(4) *Notice of denial; appeal*. The City Manager or designee shall give notice of the denial of an application to the applicant by emailing the notice to applicant at the address listed on the application. The notice of the denial shall inform the applicant of the right to appeal the denial as provided for in Sec. 11-160.

(5) *Maintaining Accurate Information; Violations.* All applicants and persons holding permits issued pursuant to this Section 11-150 shall give written notice to the City Manager or designee of any change in information submitted in connection with an application for a permit or renewal of a permit. The notice shall be provided to the City Manager or designee not less than ten (10) days prior to the effective date of the change. Any information required for an application under this Section 11-150 is deemed to be material for purposes of this Sec. 11-150. A violation of this subsection is a civil offense.

(6) *Term of Permit; Renewal application.* All permits issued under this Section 11-150 shall be valid until suspended or revoked. Except where the City of Peoria has received a new application along with the requisite fees, it shall be unlawful for any person to operate a vacation rental after the expiration date recorded upon the face of the vacation rental permit.

(7) *Operating Without a Permit; Penalties*. A vacation rental that fails to apply for a permit or license within thirty (30) days of the permit application being made available by the City of Peoria

shall immediately cease operations. In addition to any other penalty pursuant to the Peoria City Code, the City of Peoria may impose a civil penalty of up to $1,000 per month against the owner if the owner or owner's designee fails to apply for permit within 30 days of receiving the written notice of violation from the City of Peoria. Representations or advertisements including online listings that reference the property, house or dwelling unit location being within the City of Peoria is prima facie evidence that a vacation rental is operating in the City of Peoria.

(8) *Non-transferable*. No permit shall be transferable either as to location or as to person.

(9) *Implementation*. The Peoria City Manager or designee shall develop the necessary forms and/or database necessary to implement this Section 11-150.

SECTION 4. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-151 pertaining to Short Term Rentals and Vacation Rentals; Emergency Point of Contact Requirements; Penalties, which shall read as follows:

Sec. 11-151. Short Term Rentals and Vacation Rentals; Emergency Point of Contact Requirements; Penalties.

(1) *Emergency Responses; Violations*. When requested by a police officer, the owner or emergency point of contact whose name appears on the permit application must be on the vacation rental premises, or be available over phone or text, within sixty (60) minutes of the request.

(2) *Non-emergency Responses; Violations.* The owner or emergency point of contact shall respond to all other complaints relating to the vacation rental in person, over the phone, by e-mail, or by text in a timely manner, but no later than within twenty-four (24) hours of the request.

(3) *Maintaining Accurate Emergency Information*. All applicants and persons holding permits issued pursuant to Section 11-150 shall give prior written notice to the City Manager or designee of any change to the contact information provided to the City of Peoria for the emergency point of contact. The notice shall be provided to the City Manager not less than ten (10) days prior to the effective date of the change.

(4) *Violations*. In addition to any other penalty pursuant to the Peoria City Code, a violation of this Section 11-151 shall be a civil offense.

(5) *Penalties*. In addition to any other penalty pursuant to the Peoria City Code, an owner shall be subject to civil penalties of up to $1,000 for every thirty (30) days the owner fails to provide notice to the City of Peoria as required under this Section. Before imposing the initial civil penalty, the City of Peoria shall provide thirty (30) days' notice to the owner by mailing a notice of violation to the owner's mailing address that was provided to the City of Peoria. Notwithstanding the date of the notice of violation, the date for calculating the penalties shall be the first day the vacation rental is occupied following the owner's failure to provide the notice to the City of Peoria regarding the change.

SECTION 5. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-152 pertaining to Short Term Rentals and Vacation Rentals; Compliance with Law; Prohibited Uses, which shall read as follows:

Sec. 11-152. Short Term Rentals and Vacation Rentals; Compliance with the Law; Prohibited Uses.

(1) A vacation rental shall comply with the federal, state, and local laws including laws relating to public health and safety, sanitation, solid waste, hazardous waste, tax privilege licensing, property tax registration, traffic control, pollution control, noise, property maintenance, and nuisance abatement.

(2) No person or entity shall operate a vacation rental in violation of Sections 11-148 through 11-161 or other law. In addition, the use of a vacation rental property for any of the following uses or purposes is strictly prohibited:

(a) Any nonresidential use;

(b) Holding a special event that requires a permit or license pursuant to a city or town ordinance or state law or rule;

(c) Operating a retail business, restaurant, event center, banquet hall or similar use;

(d) Housing sex offenders;

(e) Operating or maintaining a sober living home;

(f) Selling liquor, illegal drugs, or pornography;

(g) Operating a nude or topless dancing;

(h) Obscenity;

(i) Adult-oriented business; or

(j) Any other use prohibited by A.R.S. § 9-500.39 or the Peoria City Code.

(3) A vacation rental lacking a valid transaction privilege tax license issued by the State of Arizona shall not be rented or offered for rent.

(4) No person or entity may receive payment or accept a fee, directly or indirectly, for facilitating the rental of a vacation rental operating in violation of this Code or other law.

(5) In addition to any other penalty pursuant to the Peoria City Code, any person who causes, allows, facilitates, aides, or abets any violation of this Section 11-152 shall be subject to a civil offense.

(6) The failure of any designee to comply with this Section 11-152 shall not relieve the owner of liability under this Section 11-152.

SECTION 6. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-153 pertaining to Short Term Rentals and Vacation Rentals; Neighbor Notification Required, which shall read as follows:

Sec. 11-153. Short Term Rentals and Vacation Rentals; Neighbor Notification Required.

(1) *Neighbor notification*. Prior to offering a vacation rental for rent for the first time, the owner or designee shall provide neighbor notification to each single-family residential property adjacent to the vacation rental property, directly across from the vacation rental property, and diagonally across the street of the vacation rental property. The neighbor notification shall be provided in writing in the form required by the City of Peoria and shall include the following minimum information:

(a) The permit number issued by the City of Peoria;

(b) The physical address of the vacation rental; and

(c) The name, physical address, email address, and twenty-four (24) hour telephone number of the emergency point of contact.

(2) *Additional neighbor notification required*. Any change to the information provided under Subsection 11-153(1) shall require additional neighbor notification by the owner or designee not later than five (5) days prior to each change. The additional notification shall be provided in the manner required by Section 11-153(1).

(3) *Attestation.* Prior to offering a vacation rental for rent for the first time after the effective date of this ordinance, the owner or designee shall provide to the City of Peoria an attestation of compliance with the neighbor notification required by this Section 11-153.

(4) *Violations*. In addition to any other penalty pursuant to the Peoria City Code, a violation of this Sec. 11-153 shall be a civil offense.

SECTION 7. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-154 pertaining to Short Term Rentals and Vacation Rentals; Advertisement Requirements, which shall read as follows:

Sec. 11-154. Short Term Rentals and Vacation Rentals; Advertisement Requirements.

(1) *Required Disclosure*. To protect the peace, health, safety, and general welfare of the City's residents and visitors, the owner or owner's designee shall be responsible for displaying the permit number issued by the City on each advertisement for such vacation rental.

(2) *Violations*. In addition to any other penalty pursuant to the Peoria City Code, a violation of this Section 11-154 shall be a civil offense. Each advertisement in violation of this Section 11-154 shall constitute a separate violation.

SECTION 8. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-155 pertaining to Short Term Rentals and Vacation Rentals; Posting on the Property Required, which shall read as follows:

Sec. 11-155. Short Term Rentals and Vacation Rentals; Posting on the Property Required.

(1) *Posting at the Vacation Rental*. The owner of the vacation rental must display the name, phone number, and email address of the emergency point of contact in a conspicuous place within four (4) feet of the primary entrance of the vacation rental to read as follows: Your contact person's name is [EMERGENCY POINT OF CONTACT NAME] and can be reached by phone 24 hours a day, seven days a week, at [EMERGENCY POINT OF CONTACT PHONE], or [EMERGENCY POINT OF CONTACT EMAIL].

(2) *Failure to Comply*. In addition to any other penalty pursuant to the Peoria City Code, a violation of this Section 11-155 shall be a civil offense. Each day a vacation rental does not display the information required by this Section 11-155 shall constitute a separate violation.

SECTION 9. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-156 pertaining to Short Term Rentals and Vacation Rentals; Insurance Required, which shall read as follows:

Sec. 11-156. Short Term Rentals and Vacation Rentals; Insurance Required.

(1) *Required insurance*. Prior to offering or renting a vacation rental for rent for the first time, liability insurance appropriate to cover the vacation rental in the aggregate of at least $500,000 shall be provided by the owner or the online marketplace platform.

(2) *Proof of insurance*. Proof of the required liability insurance coverage shall be provided to the City upon a request by the City.

(3) *Violation*. In addition to any other penalty pursuant to the Peoria City Code, a violation of this Section 11-156 shall be a civil offense. Each day a vacation rental lacks the insurance required by this Section 11-156 shall constitute a separate violation.

SECTION 10. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-157 pertaining to Short Term Rentals and Vacation Rentals; Background Checks Required, which shall read as follows:

Sec. 11-157. Short Term Rentals and Vacation Rentals; Background Checks Required.

(1) No sex offender shall be permitted to own, rent or occupy the vacation rental. Owners who allow a sex offender at the vacation rental shall be found in violation of this Section 11-157.

(2) Within twenty-four (24) hours of every booking, a sex offender background check on each guest shall be conducted by the owner or by the online lodging marketplace on which the vacation rental is advertised. The owner shall demonstrate compliance with this requirement by retaining a full copy of each background check for a minimum of twelve (12) months after the booking date and providing the copy to the City of Peoria upon a request by a police officer.

(3) In addition to any other penalty pursuant to the Peoria City Code, any person who violates this Section 11-157 shall be subject to a civil offense.

(4) The failure of an online lodging marketplace to conduct a background check shall not relieve the owner of liability under this Section 11-157.

SECTION 11. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-158 pertaining to Short Term Rentals and Vacation Rentals; Permit Suspensions, which shall read as follows:

Sec. 11-158. Short Term Rentals and Vacation Rentals; Permit Suspensions.

(1) *Permit suspensions*. The City Manager or designee may initiate an administrative process pursuant to, to suspend a vacation rental permit for a period of up to twelve (12) months for any of the following:

> (a) Three verified violations of Sections 11-148 through 11-161 within a twelve (12) month period, not including any such violation based on an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.
>
> (b) One verified violation that results in or constitutes any of the following:
>
>> (i) A felony offense committed at or in the vicinity of a vacation rental by the owner of the vacation rental or by the owner's designee;
>>
>> (ii) A serious physical injury or wrongful death at or related to a vacation rental resulting from the knowing, intentional or reckless conduct of the owner of the vacation rental or the owner's designee;
>>
>> (iii) The owner of the vacation rental or the owner's designee knowingly or intentionally housing a sex offender, allowing offenses related to adult-oriented businesses, sexual offenses, or prostitution, or operating or maintaining a sober living home; or
>>
>> (iv) The owner of the vacation rental or the owner's designee knowingly or intentionally allowing the use of a vacation rental for a special event that would

otherwise require a permit or license pursuant to the Peoria City Code or a state law or rule or for a retail, restaurant, banquet space or other similar use.

(2) *Appeal*s. A decision to suspend a permit may be appealed by the owner as set forth in Section 11-160.

SECTION 12. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-159 pertaining to Short Term Rentals and Vacation Rentals; Enhanced Penalties, which shall read as follows:

Sec. 11-159. Short Term Rentals and Vacation Rentals; Enhanced Penalties.

(1) The remedies in Sections 11-148 through 11-161 are cumulative and the City of Peoria may proceed under one or more such remedies.

(2) In addition to any other penalty pursuant to the Peoria City Code, and notwithstanding any other law, the City of Peoria may impose a civil penalty of the following amounts against an owner if the owner causes, allows, facilitates, aides, or abets a verified violation of any provision of Sections 11-148 through 11-161 or fails to perform any act or duty required by Sections 11-148 through 11-161, related to the same vacation rental property within the same twelve-month period:

(a) Up to $500 or up to an amount equal to one night's rent for the vacation rental as advertised, whichever is greater, for the first violation.

(b) Up to $1,000 or up to an amount equal to two nights' rent for the vacation rental as advertised, whichever is greater, for the second violation.

(c) Up to $3,500 or up to an amount equal to three nights' rent for the vacation rental as advertised, whichever is greater, for a third and any subsequent violation.

If multiple violations arise out of the same response to an incident at a vacation rental, those violations are considered one violation for the purpose of assessing civil penalties.

(3) In addition to any other penalty pursuant to the Code, any property that operates as a vacation rental and fails to apply for vacation rental permit in accordance with this Section 11-63 within thirty (30) days of the application process being made available by the City, must cease operations immediately. In addition to any fines imposed pursuant to this Sec. 11-63(L), the City may impose a civil penalty of up to one thousand dollars ($1,000) per month against the owner if the owner or owner's designee fails to apply within thirty (30) days of receiving written notice of the failure to comply with this Section 11-63.

SECTION 13. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-160 pertaining to Short Term Rentals and Vacation Rentals; Appeals, which shall read as follows:

Sec. 11-160. Short Term Rentals and Vacation Rentals; Appeals.

(1) Any person aggrieved by any decision with respect to the denial of or a refusal to issue a vacation rental permit, or the suspension of a vacation rental permit imposed pursuant to Sections 11-148 through 11-161 may appeal the decision by filing a written notice of appeal with the City Manager no later than thirty (30) days from the date of the decision letter. The notice of appeal shall be on a form approved by the City of Peoria.

(2) An appeal under this Section 11-160 does not operate as a stay of the permit suspension.

(3) This Section 11-160 is not applicable to judicial actions brought pursuant to Section 11-161 or to penalties including fines imposed by a court.

SECTION 14. Chapter 11 of the Peoria City Code (1992) is amended by adopting Section 11-161 pertaining to Short Term Rentals and Vacation Rentals; Judicial Relief, which shall read as follows:

Sec. 11-161. Short Term Rentals and Vacation Rentals; Judicial relief.

(1) Notwithstanding Section 11-158, any attempted or completed felony act, arising from the occupancy or use of a vacation rental that results in a death, or actual or attempted serious physical injury, shall be grounds for judicial relief in the form of a suspension of the property's use as a vacation rental for a period that shall not exceed twelve (12) months.

(2) The Peoria City Attorney may initiate proceedings in the Peoria City Court or other court of competent jurisdiction to enforce Sections 11-148 through 11-161.

SECTION 15. 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 16. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

SECTION 17. The recitals above are fully incorporated in this Ordinance by reference.

SECTION 18. The effective date of this Ordinance shall be 30 days following adoption by the Peoria City Council.

SECTION 19. Preservation of Rights and Duties. This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

[*signature page follows*]

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona this 11th day of October, 2022.

Dated: ____________________ ________________________________
Cathy Carlat, Mayor

ATTEST:

____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

____
Vanessa P. Hickman, City Attorney

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